COLLECTIVELY BARGAINED AGREEMENT -- UNIT TWO AGREEMENT
BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AND THE PROFESSIONAL FIREFIGHTERS OF MONROE COUNTY, IAFF LOCAL 3909

THIS COLLECTIVELY BARGAINED AGREEMENT is entered into by the **Board of County Commissioners of Monroe County,** Florida (hereinafter "County" or "Employer") and the **Professional Firefighters of Monroe County, International Association of Firefighters, Local 3909** (hereinafter "Union", Employee Organization", "Organization", or "Bargaining Agent") pursuant to the authority of Part II, Chapter 447, Florida Statutes; and hereafter this Agreement may be referred to as the **"Unit Two Agreement."**

ARTICLE 1: INTRODUCTORY MATTERS.

1.1 Purpose The purpose of this Agreement is to set forth terms and conditions of employment of the public employees Union and for the operation of the Fire/Rescue Services provided by the County. Further, it is the intent of this Agreement to promote effective protection of the residents of and visitors to Monroe County; to provide for the safety of the employee in the performance of his or her duties; to insure the economy in the operation of the Fire/Rescue Services; to provide for the cleanliness, maintenance, and proper care of equipment; to establish procedures for the fair and peaceful adjustment of differences between the employee or Union and the County that may arise from time to time; and to promulgate rules and regulations for ethical conduct in business and relations between the employees, the Union, and the County. Finally, it is the intent of this Agreement to provide for a great degree of harmony and understanding between the County, the employee, and the Union.

1.2 Recognition and Certification of Union Management Rights

1.2.1 Union Selection and Request The Union is the employee organization which has been selected by a majority of the Fire/Rescue Services employees of the County for purposes of collective bargaining with the County and, in accordance with Section 447.307(1)(a), Florida Statutes, the Union has requested the County to recognize the Union as the bargaining agent for the said employees.

1.2.2 Union Recognition The County is satisfied as to the majority status of the Union and the appropriateness of the proposed unit in accordance with Section 447.307(1)(a), Florida Statutes.

1.2.3 Certification The Florida Public Employees Relations Commission ("PERC") has reviewed the petition of the Union for certification, has determined the appropriateness of the unit, and has certified the Union as the exclusive representative of all employees in the unit.

1.2.4 Unit Determination The unit covered by this Agreement has been determined to include County employee positions of **Battalion Chief, Captain and Lieutenant.** For convenience to the Union and County, this unit may be referred to as **Unit Two** or **Unit 2.**

1.2.5 Exclusive Management Rights Section 447.209, Florida Statutes, provides the County with the authority to determine unilaterally the purpose of each of its

constituent departments and divisions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The County also has the right to direct its employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. In matters not covered specifically by language within this Agreement, the County shall have the right to make decisions in such areas on a unilateral basis, and such decisions shall not be subject to any grievance procedure, except as to whether a specific matter is a management right, or as otherwise provided by Florida law. The below enumerated rights are not exclusive, but indicate the type of matters or rights which belongs to or is inherent to management. Any of the rights, powers, and authority the County had prior to entering into this Agreement are retained by the County except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, the term "rights of Management" as used or referred to in this Agreement include (1) the determination of policy and procedures, including the right to manage the affairs of the fire/rescue services; (2) the right to determine the starting and quitting time and the number of hours and shifts to be worked, including the need for overtime work, subject only to contrary provisions of this Agreement; (3) the right to establish, change, or modify work schedules, subject only to contrary provisions of this Agreement; staffing of equipment and apparatus; amount and types of equipment; and placement and location of equipment; (4) the right to direct the members of the unit, including the right to hire, suspend, demote, promote, transfer, discipline, and discharge any unit member for just cause; (5) the right to temporarily assign unit members to other duties within the County's fire/rescue operations; (6) the organizational structure of the fire/rescue operations in the County, including the right to organize and reorganize in any manner in which the County chooses, including the size of operations, the determination of job classifications and ranks based upon other duties assigned; (7) the determination of the safety, health, and property protection measures for the fire/rescue services; (8) the allocation and assignment of work to unit members; (9) the determination of policy affecting the selection and training of new employees and the on-going training, certification, and cross-certification of unit members; (10) the scheduling of operations; (11) the establishment, amendment, and enforcement of fire/rescue operations rules, regulations, policies, procedures, and orders; (12) the transfer of work from one position to another within the unit; (13) the introduction of new, improved, or different methods and techniques of operations or a change in existing methods or techniques; (14) the placing of secondary services temporarily; maintenance; or other work with outside contractors or other agencies of the county, any municipality within the county, or state or federal agencies; (15) the determination of the number of ranks and number of personnel within the unit; (16) the determination of the quantity and amount of supervision to be provided to unit members; (17) the transfer of any unit member from one area, shift, work schedule, or facility to another; and (18) the right to direct any person not covered by this Agreement to perform any task or assignment.

1.2.6 Notice of Exercise of Management Rights The County agrees that prior to unilaterally exercising any of its management rights detailed in Section 1.2.5 which will directly affect the unit's operations, the County will, in non-emergency situations, provide written notification to the Union President either by U.S. Postal Service Mail, certified or return receipt requested; in person by hand-delivery; or by electronic mail with

confirmation of receipt as may be provided by the electronic mail software application. Non-emergency written notification shall be given at least twenty (20) days prior to the effective date of the management right to be exercised as identified in the notification. In emergency situations, notice shall be given as soon as practicable and in such form as may be reasonable under the circumstances.

1.2.7-Non-Waiver, Non-Exclusivity The provision of any notice pursuant to Sections 1.2.5 and Section 1.2.6 shall not be deemed to be a waiver of any rights or prerogatives of the County to which the County is entitled pursuant to federal, state, and local statutes, laws, ordinances, regulations, rules, or case law. Should the County fail to exercise any of its lawful rights from time to time, such failure shall not be, nor shall such failure be deemed to be, a waiver to exercise such right or rights in the future, and it is specifically agreed by the Union and the County that any right or function of the County not specifically relinquished or altered by this Agreement is reserved to the County. Further, the Union and County agree that the rights, responsibilities, and prerogatives inherent in, or legally provided to, the County and the County Administrator cannot be subject to any grievance or arbitration proceedings except as may be specifically provided for in this Agreement.

1.3 Non-Discrimination

1.3.1 Non-Discrimination Agreement The County and Union agree that both oppose discrimination and/or retaliation on account of, and neither shall discriminate nor retaliate against any employee or Union member on account of, race, color, creed, gender, national origin, marital status, gender orientation, sexual preference, age, religion, union activity, handicap or disability except as may be permitted or allowed as a bona fide occupational qualification under federal or state law.

1.3.2 Discrimination/Retaliation Not Grievable While the County and Union agree that unlawful discrimination and unlawful retaliation have no place in the County's workforce, federal and state laws provide specialized protections, procedures and remedies for such misconduct. Therefore, claims that the County or the Union engaged in unlawful discrimination or unlawful retaliation shall exclusively be processed through the statutory, administrative and judicial procedures that exist to entertain and resolve such claims. Therefore, any such claim(s) is not subject to the grievance/arbitration procedure of this Agreement.

1.3.3 Investigation of Complaint of Discrimination The County and Union agree that any allegation of discrimination against the County or the Union that is received by the County shall be investigated and resolved in accordance with the County's internal administrative procedures and the County shall additionally have the right to forward any allegation of discrimination to any appropriate state or federal agency as the County may deem appropriate.

1.4 No Strike, No Lockout

1.4.1 Injunctive Relief The County and Union agree that the County is

responsible for and engaged in activities which are the basis for the health and welfare of the general public and any violation of this section 1.4 could give rise to irreparable damage to the County and the public at large. Accordingly, the Union agrees that in the event any violation of this section 1.4 should occur or be apparently imminent, the County shall be entitled to seek immediate injunctive relief in a court of competent jurisdiction without notice to the Union.

1.4.2 No Strikes The Union agrees that there shall be no strikes as that term is defined in Florida Statutes, and that there shall be no work stoppage, work slowdowns, boycotts, picket lines or picketing in support of a work stoppage or work slowdown, nor will there be a concerted failure or refusal to perform work assigned by the County or appropriate superior employees or individuals designated by the County. The County shall have the right to pursue any and all legal and equitable remedies in the event of a strike.

1.4.3 No Support By Union The Union agrees that it shall not support, condone, encourage, authorize, sanction, or ratify any violation of sub-section 1.4.2 above. The County agrees that the Union shall not be held liable for any violation of section 1.4 if it is reasonably shown that neither the Union nor any Union officer supported, condoned, encouraged, authorized, sanctioned, or ratified such action. In the event any Union officer becomes aware of any activity, whether verbal or physical, which is intended or may be reasonably be construed to be instigating a strike, work stoppage, work slowdown, boycott, picketing as defined in Section 2.41 of this Agreement, or other activity in violation of this Agreement, that officer shall immediately attempt to discourage such activity and shall immediately notify the appropriate managerial authority of such action.

1.4.4 No Lockout The County agrees that it shall not authorize, promote, condone, institute, or engage in any lockout of Union members.

ARTICLE 2: DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings as set forth, unless the context specifically provides otherwise:

2.1 **Administrative Proceeding;** for purposes of disciplinary proceedings, means any non-judicial hearing which may result in the recommendation, approval, or order of disciplinary action against, or suspension or discharge of, a firefighter.

2.2 **Advanced life support** means treatment of life threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or medications, telemetry, cardiac monitor interpretation, and cardiac defibrillation other than AED by a qualified person pursuant to the rules of the Florida Department of Health.

2.3 **Advanced life support service** means any emergency medical transport or non-transport service which uses advanced life support techniques.

2.4 **Air Ambulance** means any fixed-wing or rotary-wing aircraft used for, or intended to be used for, air transportation of sick or injured persons requiring or likely to require medical attention during transport.

2.5 **Ambulance** means any privately or publicly owned land or water vehicle that is designed, constructed, reconstructed, maintained, equipped, or operated for, and is used for, or intended to be used for, land or water transportation of sick or injured persons requiring or likely to require medical attention during transport. The term also includes **"emergency medical services vehicle."**

2.6 **ARFF** means Airport Rescue Firefighter.

2.7 **Basic life support** means treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical anti-shock trousers, administration of a subcutaneous injection using a pre-measured auto-injector of epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the Florida Department of Health.

2.8 **Basic life support service** means any emergency medical service which uses only basic life support techniques.

2.9 **Bargaining unit** or **Unit** means the employees represented by the Professional Firefighters of Monroe County, International Association of Firefighters, Local 3909.

2.10 **Bumping Rights** means the right of an employee covered by this Agreement to displace an employee of lower seniority, covered by this Agreement, from a position covered by this Agreement, but only in accordance with the terms and conditions of this Agreement.

2.11 **Charge paramedic**-means a person who is certified by the Florida Department of Health to perform basic and advanced life support, is authorized by the medical director to act as a Charge Paramedic and participates in Monroe County Fire Rescue emergency medical system in the capacity of charge paramedic.

2.12 **Chief executive officer,** as generally defined in Section 447.203, Florida Statutes, shall mean the County Administrator.

2.13 **Classification seniority,** shall mean the length of time of full-time employment within a particular job classification, as measured from the date of regular hire status to the classification or date of permanent promotion to the classification.

2.14 **Continuous service** as required for advancement within salary ranges and for other purposes specified under this Agreement, means employment by Monroe County Fire Rescue on a probationary, regular, or acting appointment basis without break or interruption, and shall be interpreted in accordance with the Monroe County Fire Rescue policies and procedures as of October 1, 2008.

2.15 **County** means the political entity known as Monroe County, and includes the Board of County Commissioners, the County Fire Chief, the County Administrator, and employees and agents of Monroe County. County also means the geographical area of the State of Florida encompassed within the boundaries set forth in Section 7.44, Florida Statutes.

2.16 **Court** means any county court or state circuit court in Florida and any federal court in Florida having subpoena powers and exercising such power upon a unit member as a result of action or involvement in, or observance of, a situation while in the member's capacity as a county employee.

2.17 **Department seniority** shall mean the length of time of full-time regular employment with the County, calculated from the last hire date.

2.18 **Emergency** means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

2.19 **Emergency Medical Services** means the activities or services to prevent or treat a sudden critical illness or injury and to provide emergency medical care and pre-hospital emergency medical transportation to sick, injured, or otherwise incapacitated persons.

2.20 **Emergency medical services vehicle** means an ambulance.

2.21 **Emergency medical technician** means a person who is certified by the Florida Department of Health to perform basic life support and is authorized by medical director to act in such capacity.

2.22 **Employee** means a member of the bargaining unit, unless the context specifically requires a different meaning.

2.23 **Employee organization** means Professional Firefighters of Monroe County, Local 3909, International Association of Firefighters.

2.24 **Employer** means Monroe County, Florida.

2.25 **Fire Apparatus** also referred to as Engine Apparatus or Engine means a vehicle of 10,000 lb (4540 kg) or greater gross vehicle weight rating (CVWR) used for fire suppression or support, in accordance with the definitions and standards in National Fire Protection Association Standard 1901.

2.26 **Firefighter** means any person employed by Monroe County who holds a certificate of compliance pursuant to Ch. 633, Florida Statutes, and whose primary responsibility is the prevention and extinguishment of fires and the protection and saving of life and property. The term includes "firefighter employee" as defined in Section 633.802(3), Florida Statutes, and "firefighter" as defined in Section 112.81(1), Florida Statutes, and Section 633.30(1), Florida Statutes.

2.27 **Flight Nurse** means a person possessing a valid unrestricted Florida license to practice nursing (RN), who is cleared by the medical director to participate in the Monroe County Fire Rescue emergency medical system, and who is in fact acting in that capacity. Flight nurses are employed either as full-time employees or employees paid on an hourly basis as defined in the Monroe County Personnel Policies and Procedures Manual. Flight nurses who are paid on an hourly basis are not entitled to any employment benefits, including but not limited to those enumerated in Article 9 of the Agreement.

2.28 **Florida Firefighters Occupational Safety and Health Act** or FFOSHA means the provisions of Sections 633.801 through 633.821, Florida Statutes.

2.29 **Formal Investigation** means the process of investigation ordered by supervisory personnel, after the supervisory personnel have previously determined that the firefighter shall be reprimanded, suspended, or removed, during which the questioning of the firefighter is conducted for the purpose of gathering evidence of misconduct.

2.30 **Grievance** means a complaint, dispute, or controversy in which it is claimed that the Union, the County, or a County employee has failed in an obligation under this Agreement, which involves the meaning, interpretation, or application of this Agreement, and where the grievant, the Union or the County believes that rules have been misapplied or violated.

2.31 **Holiday** means a day, beginning at 12:01 A.M. and ending twenty-four (24) hours later, which the County has recognized in its' ordinances, resolutions, policies and procedures as a day on which most county offices are usually closed. The County recognizes the following days to be holidays: New Year's Day, Presidents Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day.

2.32 **Informal Inquiry** means a meeting by supervisory or management personnel with a firefighter about whom an allegation of misconduct has come to the attention of such supervisory or management personnel, the purpose of which meeting is to mediate a complaint or discuss the facts to determine whether a formal investigation should be commenced.

2.33 **Interrogation** means the questioning of a firefighter by an employing agency in connection with a format investigation or an administrative proceeding but shall not include arbitration or civil service proceedings. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.

2.34 **Ladder Truck Apparatus or Ladder Truck** means any fire apparatus equipped with a power operated ladder, tower, platform, or articulating device whose primary purpose is to provide firefighters with access to levels of height beyond the reach of manually-raised ladders.

2.35 **Legislative body** as generally defined in Section 447.203, Florida Statutes, means the Board of County Commissioners of Monroe County.

2.36 **Membership dues deduction** means the amount established by the Union to be paid on a monthly basis by Union members as and for the privilege of belonging to the Union, and which amount has been agreed by the Union member to be deducted by the County from the Union member's salary and wages and paid by the County directly to the Union. Such deductions shall not include initiation fees, special assessments, or other charges which may be imposed from time to time by the Union.

2.37 **Mutual aid agreement** means a written agreement between two or more entities whereby the signing parties agree to lend aid to one another under conditions specified in the agreement and as sanctioned by the County.

2.38 **Paramedic** means a person who is certified by the Florida Department of Health to perform basic and advanced life support, who is authorized by the medical director to act as a paramedic, and participates in Monroe County Fire Rescue emergency medical system in that capacity under the supervision of a Charge Paramedic.

2.39 **Pay Period** means a two-week period commencing at 12:01 A.M. Sunday through 12:00 Midnight Saturday.

2.40 **PERC** means the Florida Public Employees Relations Commission.

2.41 **Picketing** means attendance by one or more Union members outside of a County facility or worksite during, and in support of, (1) a strike, work stoppage or work slowdown, or (2) in connection with a concerted failure or refusal to perform work lawfully assigned to Union members, when such attendance is designed, intended, or has the effect of harassing, coercing, or intimidating any County employee to refuse to perform lawfully assigned duties or to take a course of action in violation of this Agreement or any federal, state, or local law.

2.42 **Pumper** also referred to as Engine, means a piece of fire apparatus with a permanently mounted fire pump that has a rated discharge capacity of 750 gpm (2850 L/min) or greater, water tank, and hose body as defined in National Fire Protection Association Standard 1901.

2.43 **Rescue Apparatus** or **Rescue Vehicle** means any vehicle whose primary function is to carry equipment and manpower designed to facilitate the rescue of trapped or endangered persons from unusual circumstances, including automobile accidents, cave-ins, fires, building collapses, and other serious bodily injury or life-threatening situations.

2.44 **Shift** means a period commencing at 8:00 A.M. and ending twenty-four hours later at 8:00 A. M.

2.45 **Strike** shall have the same definition as that contained in Section 447.203, Florida Statutes.

2.46 **Supplemental Compensation** means the compensation to be paid to firefighters pursuant to the provisions of Section 633.382, Florida Statutes.

2.47 **Temporarily** for purposes of Section 1.2.5, means a period of time not to exceed nine months, unless otherwise agreed to in writing by the County and the Union.

2.48 **Vacancy** means an open position resulting from the creation of a new position, voluntary or involuntary termination, retirement, death, promotion, or demotion. A vacancy is not created as a result of a reduction in force, temporary assignment or transfer, or temporary appointment.

2.49 **Volunteer** means a person who, of his or her own free will, provides goods or services to Monroe County government without receiving monetary or material compensation from Monroe County. The recruitment and use of volunteers will be generally pursuant to the provisions of Sections 125.9501 through 125.9506, Florida Statutes.

2.50 **Week** means a consecutive period of seven days, the first day of which commences on Sunday at 12:01 A.M. and the last day of which ends on the following Saturday at 12:00 Midnight.

2.51 **Workdays** means Monday through Friday, excluding holidays, except where otherwise specifically defined in this Agreement.

2.52 **Work Cycle** means the 27-day period used for purposes of calculating and crediting or paying overtime in accordance with the general principles of the Fair Labor Standards Act.

2.53 **Workweek** means, for salary purposes, seven consecutive days, commencing on Sunday at 12:01 A.M. and ending the following Saturday at 12:00 Midnight.

ARTICLE 3: UNION RIGHTS AND RESPONSIBILITIES

3.1. Dues and Uniform Assessments Section 447.303, Florida Statutes, gives the right to the Union to have its dues and uniform assessments deducted and collected by the County from the salaries of those employees who authorize the deduction of said dues and assessments. There are no uniform assessments covered under this contract.

3.1.1 Dues and Assessment Deductions The County agrees to deduct from the each unit member's bi-weekly salary the dues and uniform assessments for which (1) the amounts have been certified in writing to be current and correct by the Treasurer of the Union and (2) which amounts have been specifically authorized in writing by the unit member to be deducted. Deductions shall be taken from the bi-weekly salary of the member which is two pay periods after receipt of the deduction authorization, and shall be deducted from each pay period thereafter.

3.1.2 Discontinuance of Deduction The unit member may elect to revoke his or her authorization to deduct union dues and assessments from his or her salary by providing written notice of revocation to the County, and a copy of the notice to the Union. The County shall cease to make such deductions during the pay period which is thirty (30) days immediately after receipt of the revocation in writing from the unit member. The County shall continue the deductions only so long as the employee has enough net salary after all other deductions to cover such deductions, and the County shall not be held responsible for a refund to the employee if the employee has duplicated a deduction by direct payment to the Union. The County shall have no liability to the employee or the Union for the dues and uniform assessments deducted from the employee's salary.

3.1.3 County Not Involved in Collection of Fines: Penalties, or Special Assessments The County, as a public employer, is expressly prohibited by Section 447.303, Florida Statutes, from being involved in the collection of any fine, penalty or special assessment charged against a unit member.

3.1.4 Remittance To Union The County shall remit to the Union by County check or warrant the total amount of union dues and uniform assessments deducted by the County from the unit members' salaries. Such remittance shall be forwarded to the Union at the same time as employee salary checks or warrants are sent to County employees. In lieu of receiving a check, the Union can elect to have the County make a direct deposit in a Union-specified institutional account within the geographical limits of Monroe County and with an institution with which the County has a current direct deposit agreement.

3.1.5 County's Costs The Union and County agree that the County shall receive an annual fee of fifty dollars ($50) on October 1st of each year of this contract as the County's reasonable costs for handling the deductions made from unit members' salaries.

3.1.6 Current Unit Member Roster The Union shall have the responsibility for keeping the County informed on a timely basis of those employees of the County who are unit members and from whose salaries deductions are to be made.

3.1.7 Union to Indemnify and Hold County Harmless. The Union agrees to indemnify and hold the County harmless against any and all claims, suits or other forms of liability arising out of the deduction from an employee's salary any Union dues or uniform assessments. The Union assumes full responsibility for the disposition of the deduction once it has been remitted by the County and received by the Union.

3.2 Rights of Members and Non-Members.

3.2.1 No County Discrimination. The Union and County agree that any employee is free to join and assist the Union without fear of retaliation of any kind. No County officer, employee, representative, or agent shall interfere with, restrain, coerce or intimidate an employee in the exercise of the employee's right to join or refrain from joining the Union. No County officer or supervisor shall discriminate against any employee with regard to employment, or the terms and conditions of employment (including but not limited to promotions) because the employee has formed, joined, or chosen to be represented by the Union or because the employee has given testimony or taken part in any grievance procedure or other hearing, negotiation or any other form of legal activity on behalf of the Union.

3.2.2 No Union Interference, The Union and County agree that all employees shall have the same right to refrain from membership in the Union. The Union agrees that it will not interfere with, coerce, or intimidate any employee into joining the Union and that every employee has the right to choose of his or her own free will whether he or she will or will not join the Union. The Union further agrees that there will be no interference with the free right of any employee or member of the public to enter and leave work sites and property of the County unmolested, unthreatened, and un-intimidated.

3.2.3 Claims of Discrimination or Interference Any claim of discrimination or interference in violation of Section 3.2.1 or 3.2.2 shall be asserted exclusively through the Florida Public Employees Relations Commission, or through the grievance-arbitration procedures of this Agreement.

3.3 Union Business

3.3.1 Union Business Meetings Employees elected or appointed to represent the Union shall be allowed to use County facilities to conduct regular and special business meetings of the Union. The use of such facilities shall be coordinated with, and approved by, the County Fire Chief. Such meetings shall be scheduled at times and locations which will not unduly interfere with the County's fire/rescue operations or result in a violation of

the minimum staffing requirements of any fire/rescue facility. Attendance at the meetings by the Union representatives who are on duty shall be at no loss of pay for the Union representative during the actual time of attendance and for travel time to and from the meeting. The time spent by all on-duty Union members traveling to, from, and attending Union business meetings shall be deducted from the Union pool hours provided For in Section 3.5.

3.3.2 Union Representative for Grievance Any unit member desiring to file a grievance pursuant to this Agreement, shall have the right to meet with one (1) Union representative to discuss the member's potential grievance. The County agrees to permit the member and the Union representative to meet briefly during work hours concerning a potential grievance, provided the member and Union representative have the permission of his/her immediate supervisor, and further provided that the meeting does not disrupt or interfere with current fire/rescue operations or result in less than minimum staffing. The Union agrees that this privilege shall not be utilized to prepare formal grievances during work hours but is to be used to simply and briefly consult with the member and/or a supervisor in order to avoid the necessity of processing a formal grievance or to consult with the member to set an appointment for after working hours to prepare a legitimate grievance.

3.3.3 National and State Association Meetings

3.3.3.1 National Meetings The County agrees that members of the bargaining unit shall be allowed to attend one nationally recognized professional association related to the fire/rescue services professions during the County's fiscal year. The time spent by a unit member away from the member's regularly scheduled duties while traveling to, from, and attending such meetings shall be deducted from the Union pool hours provided for in Section 3.5.

3.3.3.2 State Meetings The County agrees that members of the bargaining unit shall be allowed to attend one Florida state recognized professional association related to the fire/rescue services professions during the County's fiscal year. The time spent by a unit member away from the member's regularly scheduled duties while traveling to, from, and attending such meetings shall be deducted from the Union pool hours provided for in Section 3.5.

3.4 Collective Bargaining Leave For Union Negotiating Team The County and Union agree that the Union Negotiating Team shall consist of three (3) members ("regular negotiating team"), selected by the Union. The Union may designate up to three (3) additional members ("additional negotiating team") to provide representation during negotiations, but such additional members representation at, and involvement in negotiations, shall not be at the expense of the County. The time spent by a regular negotiating team unit member away from the member's regularly scheduled duties while traveling to, from, and attending such negotiations shall be deducted from the Union pool hours provided for in Section 3.5.

3.5 Union Pool Hours

3.5.1 Allocation of Hours In each fiscal year covered by this Agreement, the County shall allocate a number of hours to be used by unit members to attend national and state association meetings, collective bargaining sessions, and other Union-related activities. A total of one hundred twenty (120) hours is allocated by the County for use during each fiscal year of this Agreement.

3.5.2 Use and Forfeiture of Hours The County shall contribute a maximum of 120 hours per year while allowing Union members (defined by the Union as dues-paying members) to contribute a maximum of three (3) hours of vacation time per year. The hours donated to the Union pool by Union members shall be utilized on an hour for hour basis so that for every one (1) hour used which is contributed by the County, one (1) hour is used from the hours contributed by members. If there are no hours contributed by members of Local 3909, Local 3909 would not be able to utilize the hours contributed by the County. Any member whose time is being paid for out of this pool or who are engaged in activities paid for by the pool and who is injured shall not be considered to have suffered an in the line of duty injury for the purposes either of FRS or workers' compensation. For hours allocated pursuant to Section 3.5.1, above, only actual hours approved by the County Fire Chief prior to September 30th of a fiscal year shall be counted against the allocated hours for that fiscal year. Hours allocated pursuant to Section 3.5.1, above, not approved and used shall be forfeited and not carried forward for use in any subsequent fiscal year. Hours contributed by union members shall not be forfeited and shall be carried over.

3.5.3 Request For Use of Union Pool Hours Request for use of Union pool hours shall be submitted in writing on a form to be provided by the County. The unit member requesting to use Union pool hours shall obtain written approval from the Union president, vice-president, or secretary prior to submitting the request to the County Fire Chief. Such approval shall be indicated on the request form. One form shall be submitted for each unit member for each pay period in which Union pool hours are to be used.

3.5.4 Submitting Requests Request forms shall be submitted to the County Fire Chief so as to be received by the County Fire Chief at least seventy-two (72) hours prior to the date and time the unit member is requesting to be relieved from operational duties in order to use Union pool hours, unless the event in question creating the need for Union pool hours is scheduled on less than seventy-two (72) hours' notice, in which case this rule will be waived. Request forms which are not complete when submitted to the County Fire Chief shall be returned to the unit member without further review or action by the County Fire Chief.

3.5.5 Responsibility of County Fire Chief The County Fire Chief shall be responsible for tracking and monitoring availability and use of Union pool hours, and for final approval of unit member requests for use of Union Pool hours. Requests for use of Union pool hours which are disapproved by the County Fire Chief may be appealed by the unit member, and such appeal shall be considered and processed as a grievance under the applicable provisions of this Agreement.

3.6 Names of Union Representatives The Union President shall provide to the County Fire Chief a written list of the names, duty locations, addresses, and telephone numbers of the Union officers and negotiating team members, both regular and supplemental, within fifteen (15) days of the effective date of this Agreement, and shall update the list in writing within fifteen (15) days of any change.

3.7 Bulletin Boards The Union shall have the right to install and maintain at the Union's cost a bulletin board at each County facility to which Union members are assigned to perform services. The size, composition, and location of the bulletin boards shall be mutually agreed to by the Union and the County. Posted materials shall be subject to review and approval by the County Fire Chief; shall contain on its face the legible name of the person responsible for placing the material on the bulletin board; shall not contain anything of a derogatory or adverse nature concerning the County or its employees or agents, or contain anything which is in violation of this Agreement; and all materials shall be dated and bear the signature of the Union president or his or her designated representative. Materials placed on a bulletin board in violation of this section shall subject the employee to disciplinary proceedings.

3.8 Printing and Distribution of Agreement The County will, at no cost to the Union, print one copy of this Agreement for distribution to each facility at which employees covered by this Agreement are assigned for duty; one original copy to the Union; and one copy to each library facility in Monroe County.

3.9 Merger of Fire Departments The County agrees that if any fire department is merged with the Monroe County Fire Rescue the County will use its best efforts to ensure that there will be no loss of employment, to include but not limited to layoffs, other than attrition attributable to personnel actions unrelated to the merger, including but not limited to retirement. Further, the County will use its best efforts to ensure that no person now employed by Monroe County Fire Rescue shall be displaced from their station preference, unless that person agrees to such a change. This article shall not restrict the rights of the Department to relocate units, realign battalions and districts, or to alter organization and operating and/or reporting relationships of merged employees. Whenever a merger discussion is authorized by the Board of County Commissioners involving municipal fire services the Union shall be so informed and shall be given an opportunity to discuss the merger as it pertains to matters covered in this Agreement.

ARTICLE 4: DISCIPLINE AND DISCIPLINARY PROCEDURES

4.1 Disciplinary Standard The County and Union agree that no employee who has attained career status with the County shall be discharged, demoted, or otherwise disciplined in a manner which would result in a loss of pay, except for just cause.

4.2 Probationary Period All new and newly-promoted employees shall serve a probationary period. The probationary period shall be considered the last step in the selection or promotion process, and the purpose of the probationary period is to allow management to observe and appraise the conduct, performance, attitude, adaptability and

job knowledge of the employee and to assist the County in determining the qualifications of the employee for the position to which the employee has been assigned or promoted.

4.3 Duration of Probation The probationary period for new employees and newly-promoted employees shall be twelve (12) months. The probationary period may be extended (a) for unsatisfactory performance or (b) if the employee has been absent from his or her regularly assigned duties for a total of four hundred eighty (480) hours or more due to any cause except in-service training authorized by the County. Extended probationary periods shall be not less than three (3) months nor more than twelve (12) months. The determination of whether the probationary period for any employee should be extended shall be at the sole discretion of the County, and such determination shall not be grievable.

4.4 Rejection of Probationary Employee Any employee who is in probationary status as a new employee may be dismissed from employment without cause or explanation, without right of appeal, and without recourse to the grievance procedures established by this Agreement. Any employee who is in probationary status as a newly-promoted employee may be demoted to the classification held immediately prior to the promotion, and such demotion shall be without cause or explanation, without right of appeal, without recourse to the grievance-arbitration procedures established by this Agreement, and without recourse to Career Service Act procedures.

4.5 Proposed Discipline and Pre-Determination Hearing Any proposed discipline of a non-probationary employee subject to this Agreement which would result in a suspension without pay, termination of employment, demotion, or a reduction in base salary, shall require a pre-determination hearing. The pre-determination hearing shall be held and conducted in accordance with the provisions of the Monroe County Policies And Procedures, Section 9.11, provided such procedures are consistent with the following provisions:

4.5.1 Procedure Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted as follows.

4.5.1.1 Location The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

4.5.1.2 Written Notice No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

4.5.1.3 Time All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

4.5.1.4 Persons Present The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

4.5.1.5 Sessions Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

4.5.1.6 Conduct The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.

4.5.1.7 Record A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

4.5.1.8 Representation An employee or officer of the County may represent the County, and the Union may represent any member of the bargaining unit desiring such representation in any proceeding in which an interrogation is to take place. The presence of a representative of the Union during interrogations shall be permitted if the bargaining unit member to be interrogated so requests.

4.5.2 Application The procedures in 4.5.1 shall be applicable only to a formal investigation of a bargaining unit member and shall not apply to an informal inquiry involving the member.

4.6 Emergency Suspension or Transfer In a situation where the County Administrator or his or her designee reasonably determines that an emergency exists which could be harmful to the health, safety, or welfare of any person, and that an employee should be temporarily suspended from duty not to exceed a thirty (30) day term or transferred to another duty assignment pending scheduling a pre-determination hearing, the County Administrator or his or her designee shall immediately notify the Union president and the employee of such determination, and shall immediately document that determination in writing to the employee and provide the Union president with a copy.

ARTICLE 5: GRIEVANCE PROCEDURE

5.1 Purpose Grievance procedures are provided to (a) promote improved employer-employee relations by establishing procedures for resolution of issues for which appeal or hearing is not provided for elsewhere in this Agreement; (b) afford employees, individually or through the Union, a systematic means of obtaining further considerations of problems after every other reasonable effort to resolve them through discussion has failed; (c) provide for settlement of issues as near as possible to the point of origin; and (d) to provide that issues shall be heard and settled as informally as possible. Any complaint, grievance or dispute arising under and during the term of this

Agreement involving questions of the interpretation or application of any provision of this Agreement shall be processed through the grievance-arbitration procedure of this Agreement, except that claims of unlawful discrimination or retaliation shall not be processed through this grievance-arbitration procedure. In addition, the Union, on behalf of bargaining unit members, expressly waives the right of any bargaining unit member to utilize the procedures of the Career Service Council Act concerning any matter covered by this Agreement, including but not limited to claims of improper disciplinary actions and adverse actions such as transfers, demotions, suspensions or terminations. Bargaining unit members must submit any such disputes to the grievance-arbitration procedure herein, with the exception of claims of unlawful discrimination or unlawful retaliation, which must be submitted through procedures established by laws prohibiting discrimination or retaliation in employment.

5.2 Exclusive Proceeding A grievant initiating and utilizing the procedures set forth in this Article is precluded by law from availing himself or herself of any procedures or remedies provided through any unfair labor procedure or the County's career service law.

5.3 Initiation of Grievance All grievances shall be in writing and shall, at a minimum, contain (i) a statement, as complete as possible under the circumstances, of the grievance and the facts upon which it is based, including the dates, times, locations, names of witnesses, and other information appropriate to the grievance; (ii) the section or sections of this Agreement claimed by the grievant to have been violated; and (iii) the remedy or corrective action requested by the grievant. If a grievance form has been adopted by the County, that form shall be utilized in initiating and submitting a grievance.

5.4 Grievance Steps The County and Union agree that all grievances should be dealt with promptly and efficiently, and every reasonable effort must be made to settle a grievance as close to the source as possible.

5.4.1 Step One Within fifteen (15) calendar days of the incident being grieved, the Union or the affected employee may, in the presence of a Union representative, submit a grievance in writing through the Union to the employee's immediate supervisor.

5.4.1.1 Immediate Supervisor, The original copy of the completed form shall be delivered to the employee's immediate supervisor, and a copy shall be delivered to the Union representative. The immediate supervisor shall attempt to resolve the grievance at that time by attempting to fully discuss the matter with the employee in a fair and equitable manner and in accordance with the established policy of the County. The immediate supervisor's decision shall be rendered in writing within seven (7) work days of receipt of the grievance.

5.4.1.2 Agreed Resolution. If the employee or the Union agrees with the decision of the immediate supervisor, he or she or the Union shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employees employment records. No further action on the part of the County shall be required.

5.4.1.3 No Resolution. If the employee or the Union does not agree with the decision of the immediate supervisor, he or she or the Union shall sign the original Grievance Form acknowledging his or her disagreement and immediately notify the Union in writing. The original, signed form shall be submitted by the employee or the Union to the Fire Chief within seven (7) work days of the decision of the immediate supervisor.

5.4.2 Step Two The Fire Chief or authorized agent shall make such inquiry concerning the grievance as he or she shall deem appropriate, and shall render a written decision within seven (7) work days of receipt of the immediate supervisor's decision.

5.4.2.1 Agreed Resolution If the employee or the Union agrees with the decision of the Fire Chief or Fire Chief's authorized agent, he or she or the Union shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employee's employment records. No further action on the part of the County shall be required.

5.4.2.2 No Resolution If the employee or the Union does not agree with the decision of the Fire Chief or the authorized agent, he or she or the Union shall sign the original Grievance Form acknowledging his or her disagreement, and immediately notify the Union in writing. The original, signed form shall be submitted by the employee or the Union to the County Administrator within seven (7) work days of the decision by the Fire Chief or authorized agent.

5.4.3 Step Three The County Administrator or his or her authorized agent shall make such inquiry concerning the grievance as he or she shall deem appropriate, and shall render a written decision within ten (10) work days of receipt of the Fire Chief's, or Fire Chief's authorized agent's, decision.

5.4.3.1 Agreed Resolution If the employee or the Union agrees with the decision of the County Administrator, he or she or the Union shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employee's employment records. No further action on the part of the County shall be required.

5.4.3.2 No Resolution If the employee or the Union does not agree with the decision of the County Administrator or his or her authorized agent, the employee or the Union shall sign the original Grievance Form acknowledging his or her disagreement, and the original, signed form shall be submitted by the employee or the Union to the Human Resources Director within seven (7) work days from the date of the decision by the County Administrator or his or her authorized agent. The employee shall also submit a copy of the Grievance form to the Union, and the Union may initiate proceedings as provided for in Section 5.11 of this Article.

5.5 Immediate Dispute Resolution If a dispute involves the interpretation or application of this Agreement that has an imminent, substantial effect on the Union itself or upon five (5) or more Union members, either the County or the Union may request

waiver of Step 1 and Step 2 in the grievance procedure, whereupon both the County and Union will proceed to immediate discussions at Step 3. Such discussions shall commence within twenty-four (24) hours, during a work week, after notification to the other party and shall continue for not more than seven (7) work days. If the dispute is not resolved during this time frame, the Union may initiate proceedings as provided in Section 5.11 of this Article.

5.6 Extension of Time At any stage during the grievance process, the County and the Union may mutually agree to extend the time limits specified in the grievance procedure. In computing time limits under this Article, Saturdays, Sundays, and Holidays shall not be counted. For purposes of this Article, the Term "working days" or "work day" is defined as Monday through Friday, and each day thereof.

5.7 Timeliness Unless otherwise mutually agreed to in writing by the County and the Union, a grievance not advanced to the next step in the grievance procedure shall be deemed to have been permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure of the County's representative to answer within the time limit set forth in any step of the procedure, unless an extension of time has been mutually agreed to in writing by the Union and the County, will entitle the grievant to proceed to the next step. Delivery of the notices under this Article must be by personal service, facsimile, electronic mail, or third party delivery service, i.e., UPS or FedEx. The onus is on the sender to prove that the document was delivered within the time deadlines set forth in this Agreement.

5.8 Consolidation of Grievances Either the County or the Union may consolidate at any step grievances on similar issues or disputes.

5.9 Employee's Representative The County and Union agree that nothing in this Agreement shall be construed to prevent any public employee from presenting, at any time, his or her own grievance in person to the County and having such grievance resolved without the intervention of the Union, provided that the resolution is not inconsistent with the provisions of this Agreement. The Union will be given reasonable opportunity to have a representative present, for observation purposes only, at any meeting called for the resolution of the grievance. No grievant shall have the right to initiate arbitration proceedings, as this right is reserved exclusively to the Union.

5.10 Grievance Not To Be Heard Outside Of Procedures Other than as provided in Section 5.4.3, the Union and County agree that no County Commissioner nor the County Administrator shall be approached, contacted, notified either verbally or in writing, or otherwise apprised of the pendency of a grievance by the grievant, Union officer, Union member, or employee covered by the Union as bargaining agent, when the purpose is to have the County Commissioner or the County Administrator intervene in the grievance proceeding at any level. Upon due proof of a violation of this provision, the individual or individuals determined to have committed the violation shall be disciplined. Nothing in this Section 5.10 shall be interpreted, applied, or deemed to be applied in such a way as to interfere with, limit, or otherwise abridge any employee's right to freedom of speech as such right is defined or interpreted by the federal or Florida constitution or federal or state

law.

5.11 Arbitration.

5.11.1 Intent To Proceed The determination to proceed under this Section shall be only by the Union or the County. Within seven (7) working days after the decision by the County Administrator or his designee as provided for in Section 5.4.3.2, or pursuant to Section 5.5, either the County or the Union shall announce its intention to proceed to arbitration by serving written notice of its intent to advance the grievance on the County Administrator within the time period.

5.11.2 Selection of Arbitrator The parties agree that Arbitrator James Mancini, Joseph M. Schneider, and Stanley H. Sergent, serving in rotation, shall resolve grievances under this Agreement. If the grievance is not settled as Step 3, either party may submit the grievance to binding arbitration within seven (7) working days of the written response at Step 3, and a hearing will be scheduled in accordance with the rules of the FMCS. In the event that any of the aforesaid arbitrators or their successor(s) should permanently cease to serve as an arbitrator on this panel, the parties will thereupon mutually agree upon a replacement panel member. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the grievance. The arbitrator will be requested to serve his decision upon the County and the Union within 30 days of the close of the hearing.

5.11.3 Payment of Expenses The expenses of the arbitrator shall be paid by the party losing the award. If a grievance presents more than one (1) issue, or if the arbitrator splits an award between the parties, the arbitrator in the award shall decide the division of the arbitrator's fee.

5.11.4 Party's Costs Each party shall be exclusively responsible for compensating its own representative(s) and witnesses. If a court reporter or verbatim record of the proceeding is desired, and the County and the Union do not otherwise agree in writing, the expenses of the reporter and the cost of the transcript shall be paid by the party requesting such reporter or transcript.

5.11.5 Limitation on Arbitrator The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement, and the arbitrator shall not have the power to add to, subtract from, modify, or alter the express terms of this Agreement. The decision of the arbitrator is final and binding on both parties. No decision of any arbitrator or of the county in one instance shall create a basis for retroactive adjustments with reference to any prior occurrences not a part of the grievance, unless otherwise agreed by both parties.

5.11.6 Limitation on Back Wages All awards for back wages shall be limited to the amount of wages, benefits and seniority that the grievant otherwise would have earned from the County, less any unemployment compensation and other sums received either directly or indirectly through the County during the period for which back pay was awarded.

ARTICLE 6: SENIORITY, LAYOFFS, RECALL.

6.1 Seniority Application Classification seniority followed by department seniority, in that order, shall be used to determine station preferences and vacation picks, as appropriate and consistent with the County's management rights. Department seniority shall also be used to resolve all other issues concerning seniority, as appropriate and consistent with the County's management rights.

6.2 Seniority Determination Classification seniority for employees within the ranks of Lieutenant, Captain and Battalion Chief shall be based upon the individual's last date of promotion to the position. In the event of the same date of promotion to the position, the employee with the higher departmental seniority shall be more senior. Departmental seniority shall be determined by the individual employee's last date of permanent hire or transfer to Monroe County Fire Rescue. If two or more employees have the same date of hire, the more senior employee shall be the employee with the highest attained classification. If two or more employees have the same classification, the one who first submitted his or her application for employment would be more senior. In the event one of the employees is a transfer from another department within the County, the transferred employee shall be the more senior employee. In the event two or more transferred employees have the same date of transfer, the date of initial employment with the County, in any department, shall determine departmental seniority. If these procedures fail to determine the more senior employee, the employees shall draw lots to determine order of seniority.

6.3 Loss of Seniority An employee shall lose his or her status as an employee and his or her classification seniority, rank, and department seniority if:

6.3.1 Resigns or Quits The employee resigns or quits.

6.3.2 Discharged The employee is discharged for just cause.

6.3.3 Retirement The employee retires and ceases to perform any services for the County. Enrolling into the Florida Deferred Retirement Option Plan (DROP) shall not be considered a retirement.

6.3.4 Lay Off The employee has been laid off for a period of time equal to his or her department seniority at the time of the employee's layoff, or one (1) year, whichever is the lesser period of time.

6.4 Layoffs

6.4.1 Order of Layoffs At such time or times as the County may determine it is necessary to reduce the work force of the employees represented by the Union, the layoff of employees shall occur in the following order and in accordance with department

seniority:

6.4.1.1 First Level Temporary and part-time employees shall be the first level of staffing to be laid off.

6.4.1.2 Second Level Probationary hires and non-permanent full-time employees shall be the second level of staffing to be laid off.

6.4.1.3 Third Level Full-time permanent employees shall be the third level of staffing to be laid off.

6.4.2 Permanent Employee Layoffs

6.4.2.1 Basis. Permanent employees shall be laid off on the basis of their seniority classification within the classification or rank.

6.4.2.2 Management Right Classifications or ranks to be reduced in number of employees through layoffs shall be determined by the County in the exercise of its management rights.

6.4.3 "Bumping" Rights

6.4.3.1 Within Department Employees who are represented by the Union and who are properly laid off shall not have bumping rights to any other department or division of the County.

6.4.3.2 Union Positions Exclusive Employees who are laid off from any other department or division of the County shall not have bumping rights to any position represented by the Union.

6.4.3.3 Ranking Order For purposes of bumping rights within class title of employees covered by this Agreement the last employee hired is the first employee out.

6.4.3.4 Bumping Down When an employee above the rank or classification of Firefighter is notified he or she is to be laid off, he or she shall have the right to bump down to the next lower rank. If the employee elects to bump down, the least senior employee in seniority classification in the next lowest rank shall either be laid off or have the right to bump down, and this procedure shall be followed on down until the least senior employee in seniority classification has been reached, and this person shall be laid off.

6.4.4 Notice of Layoffs Upon the determination of the intent to reorganize staffing levels resulting in one or more employee layoffs, the County Administrator shall advise the Union president of the determination in writing as soon as practical. Any employee identified to be laid off shall be notified in writing of the reason or reasons for the layoff and the effective date of the layoff. Such written notice shall be given to the employee at least sixty (60) days prior to the effective date of the layoff. The notice shall

be considered delivered as of the day it is hand-delivered to the employee or as of the day it is placed in the United States Mail, postage prepaid, and addressed to the employee's address as shown current in the employee's personnel file.

6.4.5 Recall The County shall establish a two (2) year rehire list when any layoff occurs. Such list shall contain the name and classification or rank of the employees who were laid off, with the names listed in order of seniority within the classification or rank. No person who is not on the rehire list may be hired until the rehire list is exhausted.

6.4.6 Rehire When rehire occurs, the County shall refill the job within each classification or rank with the qualified individual who is next on the recall seniority list. Should no qualified individual on the rehire list accept the rehire offer, the County shall be free to hire any qualified individual in accordance with County hiring policies. Rehire notices shall be sent by certified mail, return receipt request, to the listed employee, allowing seven (7) calendar days after receipt for acceptance or rejection of the rehire offer.

6.4.7 Rehire Qualifications Any person laid off and subsequently rehired within six months of the date of layoff shall be considered to be qualified for the classification or rank to which rehired, provided any certification for the position required by the State of Florida is in full force and effect. Individuals who are rehired after six months of layoff shall be required to successfully pass a position-related medical examination and show compliance with all State of Florida certification requirements.

ARTICLE 7: CERTIFICATION, STANDARDS, AND TRAINING

7.1 Continuing Certification Training The County shall provide those training opportunities, both on-duty and off-duty, that are sufficient to maintain those firefighting and EMS skills certification as minimally required by the State of Florida and Monroe County.

7.2 Emergency Medical Technician (EMT) Certification. Firefighters employed by Monroe County shall possess certification by the State of Florida as an Emergency Medical Technician pursuant to the provisions of Chapter 401, Florida Statutes, and applicable Florida Administrative Code rules. The County shall provide those training hours, both on-duty and off-duty, that are sufficient to maintain EMT skills certification as minimally required by the State of Florida and Monroe County.

7.3 Paramedics The County's ultimate goal is to provide professional fire rescue services through the employment of firefighters who are also certified by the State of Florida as a paramedic pursuant to the provisions of Chapter 401, Florida Statutes, and applicable Florida Administrative Code rules.

7.3.1 New Hires All individuals holding a state paramedic certification shall initially be hired by the County and paid as paramedics until cleared by the Medical Director to work as Charge Paramedics, at which time they shall be paid as Charge Paramedics. All such individuals must be cleared to work as Charge Paramedics within six

(6) continuous months from the date on which precepting begins. Any individual who is not cleared to work as a Charge Paramedic within that time frame will be terminated. The termination is not grievable.

7.3.2 Repayment Agreement Individuals for whom the County provides the opportunity obtain certification as a Paramedic at the County's expense shall be required to enter into a repayment agreement. The terms and conditions of the repayment agreement shall be substantially in the form attached to this Agreement as **EXHIBIT A.**

7.3.3 Continuing Certification Training The County shall provide those training hours, both on-duty and off-duty, that are sufficient to maintain those paramedic and firefighting skills as minimally required by the State of Florida and Monroe County.

7.4 Initial Paramedic Certification For Firefighter/EMT Employees

7.4.1 Eligibility At the discretion of the County, Unit members may be provided the opportunity to become certified under Florida law as a paramedic.

7.4.2 Scheduling and Approval. The Unit member, the Union, and the County Fire Chief shall jointly discuss and agree in writing concerning the timing, conditions of attendance, and location of training to achieve Paramedic certification. One condition shall include a Repayment Agreement in substantially the form contained in **EXHIBIT A.** The certification training shall be at the expense of the County.

ARTICLE 8: SALARIES AND SUPPLEMENTS

8.1 Base Salary

8.1.1 Members of the Bargaining Unit Other Than Flight Nurses:

8.1.1.1. Year 1: On 10/1/2017, all members covered by this bargaining unit in classifications other than flight nurses shall be eligible to receive a $ 6700.00 adjustment to base salary.

8.1.1.2 In Years 2 and 3 of this Agreement, all members of the bargaining unit in classifications other than flight nurses shall be eligible to receive the same salary increase in the same manner as awarded to County non-union employees.

8.1.2 Flight Nurses:

8.1.2.1. In Year 1 of this Agreement, on 10/1/2017, all flight nurses receiving a satisfactory evaluation shall receive an hourly salary increase sufficient to raise the minimum hourly salary to twenty-eight dollars ($28).

8.1.2.2 In Year 2 of this Agreement, on 10/1/2018, all flight nurses receiving a satisfactory evaluation shall receive an hourly salary increase of an additional two dollars ($2.00) per hour, from $28 to $30.

8.1.2.3 In Year 3 of this Agreement, all flight nurses receiving a satisfactory evaluation shall be eligible to receive the same salary increase awarded to County non-union employees.

8.1.2.4 Effective 10/1/2017 assignment pay of 10% of base salary may be given to one (1) flight nurse for supplemental duties, as assigned and designated by Monroe County Fire Rescue.

8.1.3 Promotions. Promotions are offered in an effort to recognize and reward an employee for acceptance of increased responsibilities. Employees promoted after the effective date of this agreement will receive a ten percent (10%) increase in base salary upon promotion to a higher grade. Employees who were promoted prior to the effective date of this agreement and who received a salary increase less than 10% and did not receive a step increase will receive the differential between ten percent (10%) and the amount they received at the time of the promotion.

8.2 Incentive Pay. The incentive pays listed below are available to members of the bargaining unit who qualify, and are designated by fire administration, up to the maximum number of positions specified, after ratification of this Agreement.

8.2.1 Preceptor. Subject to the limitations listed below, members of the bargaining unit who take on Preceptor duties will receive an incremental seven (7) percent of base salary during the period of time that the employee is assigned and is acting as a Preceptor. Preceptor incentive pay is available to a maximum of 20 members, with priority for the positions given to flight medics.

8.2.2 Airport Firefighter (ARFF). All members of the bargaining unit who hold current valid ARFF certification and SIDA clearance and who are permanently assigned to Station 7 (Key West International Airport) will receive an incremental five percent (5%) of base salary during the period of time that the employee is permanently assigned to the Key West International Airport. In addition, a maximum of six (6) members of the bargaining unit who hold current valid ARFF certification and SIDA clearance who are not permanently assigned to Key West International Airport but who may be temporarily assigned to the airport shall receive an incremental two percent (2%) of base salary during the time that the employee holds that certification. It is the responsibility of the individual to complete all training hours required to maintain the designation as ARFF cleared. In the event that such training hours cannot be completed during assigned duty shifts, the individual shall be responsible for completing the necessary training hours on his/her own time and at no cost to the County.

8.2.3 Pump Operator. Members of the bargaining unit who act as Pump Operators shall receive incremental two percent (2%) of base salary. To qualify for this incremental pay, the member must hold current valid Fire Service Apparatus and Pump Operator certification from the State of Florida, and in addition must have passed a Pump Operator certification test given by Monroe County Fire Rescue within the past twelve (12) months. Pump Operator incentive pay is available to a maximum of 48 members in all three years of the Agreement.

8.2.4 Flight Pay

8.2.4.1 Qualification Rate Charge Paramedics who are designated as flight-qualified shall be entitled to a salary supplement equal to five percent (5%) of his or her normal rate of pay during the time he or she is designated as flight-qualified.

8.2.4.2 Designation and Training It is the right of the County from time to time to determine the number of positions to be designated flight-qualified, to determine the assignment locations of Charge Paramedics who are flight-qualified, and to determine staffing requirements for air ambulance missions. It is the responsibility of the individual Paramedic to complete all training hours required to maintain the designation as flight-qualified. In the event that such training hours cannot be completed during assigned duty shifts, the individual shall be responsible for completing the necessary training hours on his or her own time and at no cost to the County.

8.2.5 Total incremental incentive is capped at 16% (sixteen per cent) per employee.

8.3 State Mandated Educational Supplement In accordance with the provisions of Section 633.382, Florida Statutes, and in accordance with the provisions of Rules 69A-37.082 through 69A-37.089, Florida Administrative Code, the County shall be responsible for, and shall pay, to eligible employees the following amounts:

8.3.1 Associate Degree For employees holding an associate degree, the sum of $50.00 per month, not to exceed a total of $600.00 per calendar year.

8.3.2 Bachelor Degree For employees holding a bachelor's degree, the sum of $110.00 per month, not to exceed a total of $1,320.00 per year.

8.3.3 Dual Degrees If an employee holds both an associate degree and a bachelor's degree, the employee shall receive only the supplement for the bachelor's degree.

8.4 Eligibility For State Mandated Educational Supplement Eligibility for the state mandated supplement shall be determined in accordance Section 633.382, Florida Statutes, and in accordance with the provisions of Rules 69A-37.082 through 69A-37.089, Florida Administrative Code.

8.5 Base Salary. Bargaining Group Members base salary should be compensated in a level method. Base salary should be divided by the annual number of pay periods (26 currently). Overtime and other special pay will be paid in accordance with County payroll procedures.

8.5.1 Paramedic Certification. Members of Bargaining Unit 2 who maintain active paramedic certification and who meet the definition of Charge Paramedic shall receive an additional ten percent (10%) additional compensation to their base salary provided their paramedic skills are subject to use on emergency scenes within Monroe County.

8.6 Hold-Over Time, Call Back Time, and Early Reporting Time Salary Supplements

8.6.1 Hold Over Time "Hold Over Time" shall mean the work time when an employee is required to work beyond the end of his or her regularly scheduled work shift.

8.6.2 Call Back Time "Call Back Time" shall mean the time when, after an employee has completed his or her normal shift and has departed the work site without any expectation of returning to work before his or her next regularly scheduled shift, the employee has been contacted to report for work and does in fact report for work. Call Back Time shall commence when the employee reports to the work site and shall end when the employee completes the work and departs From the work site. Call Back Time shall consist of a minimum of four hours of work.

8.6.3 Early Reporting Time "Early Reporting Time" shall mean the time an employee is required to report to work, for a regularly scheduled work shift, at a time earlier than the normal starting time for the regularly scheduled work shift.

8.6.4 Compensation - Compensation for Hold Over Time, Call Back Time, and Early Reporting Time shall be paid at the regular and overtime rates in accordance with the calculation of the hours worked by the employee during the regular work cycle.

8.7 Overtime

8.7.1 The Mandatory OT bucket, which tracks all mandatory OT assigned, shall not be reset on any kind of periodic basis.

8.7.2 The filling of positions for Extra Duty Services shall be done in accordance with the Department's TeleStaff scheduling software, which will outbound offers to fill these positions based on hours accrued in the Annual OT Bucket and Seniority. For the purpose of this paragraph, the term "Extra Duty Services" is defined to mean special events.

8.7.3 When a training division is in need of extra personnel to work at the Fire Academy or other areas the members of this agreement must be cleared by the Training

Division before they are able to work. Members must have a minimum of Fire Instructor I for Academy classes and LFTI/LFAT for Live Burns. Members once cleared shall be hired using the Department's TeleStaff scheduling software, which will outbound offers to fill these positions based on hours accrued in the Annual OT Bucket and Seniority.

8.8 -Overtime Pay Overtime Pay shall be calculated at the rate of one and one-half times the regular hourly rate of pay. Overtime Pay shall be paid for each hour worked in excess of two hundred four (204) hours during the work cycle.

8.9 Hurricane Pay Members of the bargaining unit shall be paid for administrative and emergency hours in accordance with Resolution 146-2013, as may be amended from time to time.

ARTICLE 9: EMPLOYMENT BENEFITS

9.1. Applicability The benefits listed in this Article and elsewhere in this Agreement apply only to full-time personnel unless expressly stated otherwise.

9.2. Annual (Vacation) Leave

9.2.1 Employees whose normal duty assignments involve shift work usually consisting of 24 hours on-duty followed by 48 hours off-duty (as may be referred to as a "24/48 schedule") and employees whose normal duty assignments consist of a forty-hour per week schedule shall earn annual leave while employed full-time by the County.

9.2.2 An employee shall commence earning annual leave beginning with the first day of work following employment or re-employment, provided an entire pay period is worked.

9.2.3 An employee who has had a break in employment of 48 hours or more shall earn annual leave, upon reinstatement or re-employment, at the rate established for newly-hired employees.

9.2.4 An employee shall earn annual leave in accordance with the following schedule:

9.2.4.1 During the 1st, 2nd and 3rd years of employment, annual leave for employees on a 24/48 schedule shall be earned at the rate of five (5) hours per pay-period, with the total number of hours earned not to exceed one hundred thirty (130) hours in a calendar year. Annual leave for 40 HPW employees shall be earned at the rate of four (4) hours per pay period, with the total number of hours not to exceed one hundred four (104) in a calendar year.

9.2.4.2 During the 4th through 10th years of employment, annual leave for employees on a 24/48 schedule shall be earned at the rate of six and one-quarter (6.25) hours per pay-period, with the total number of hours earned not to exceed one hundred sixty-two and one-half (162.5) hours in a calendar year. Annual leave for 40 HPW

employees shall be earned at the rate of five (5) hours per pay period, with the total number of hours not to exceed one hundred thirty (130) in a calendar year.

9.2.4.3 During the 11th through 15th years of employment, annual leave for employees on a 24/48 schedule shall be earned at the rate of seven and one-half (7.5) hours per pay-period, with the total number of hours earned not to exceed one hundred ninety-five (195) hours in a calendar year. Annual leave for 40 HPW employees shall be earned at the rate of six (6) hours per pay period, with the total number of hours not to exceed one hundred fifty-six (156) in a calendar year.

9.2.4.4 During the 16th year of employment and for each year thereafter, annual leave for employees on a 24/48 schedule shall be earned at the rate of eight and three-quarters (8.75) hours per pay-period, with the total number of hours earned not to exceed two hundred twenty-seven and one-half (227.5) hours in a calendar year. Annual leave for 40 HPW employees shall be earned at the rate of seven (7) hours per pay period, with the total number of hours not to exceed one hundred and eighty-two (182) in a calendar year.

9.2.5 The application, administration and interpretation of annual leave benefits shall be in accordance with the applicable provisions of the Monroe County Personnel Policies Manual, Monroe County Administrative Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Policies & Procedures Manual, Administrative Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

9.3. Sick Leave

9.3.1 Employees whose normal duty assignments involve shift work usually consisting of 24 hours on-duty followed by 48 hours off-duty (as may be referred to as a "24/48 schedule") and employees working a 40 HPW schedule shall earn sick leave while employed full-time by the County.

9.3.2 An employee shall commence earning sick leave beginning with the second pay period following employment or re-employment.

9.3.3 An employee who has had a break in employment of forty-eight (48) hours or more shall earn sick leave, upon reinstatement or re-employment, at the rate established for newly-hired employees.

9.3.4 An employee on a 24/48 schedule shall earn sick leave at the rate of five (5) hours per pay-period, with the total number of hours earned not to exceed one hundred thirty (130) hours in a calendar year. A 40 HPW employee shall earn sick leave at the rate of four (4) hours per pay period, with the total number of hours earned not to exceed one hundred four (104) in a calendar year.

9.3.5 An employee who terminates with less than five (5) years of continuous service shall not be paid for any unused sick leave credits. Employees who terminate with five (5) or more years of continuous service, shall, upon separation from the County in good standing, death, or retirement, receive incentive sick leave pay as follows:

9.3.5.1 For employees working a 24/48 schedule, payout shall be as follows:
9.3.5.1.1 5-10 years of service: ¼ of all accrued sick leave, up to a maximum of 37.5 days;
9.3.5.1.2 11 to 15 years of service: ½ of all accrued sick leave, up to a maximum of 112.5 days;
9.3.5.1.3 16+ years of service: ½ of all accrued sick leave, up to a maximum of 150 days.

9.3.5.2 For employees working a 40 HPW schedule, payout shall be as follows:

9.3.5.2.1 5-10 years of service: ¼ of all accrued sick leave, up to a maximum of 30 days;
9.3.5.2.2 11 to 15 years of service: ½ of all accrued sick leave, up to a maximum of 90 days;
9.3.5.2.3 16+ years of service: ½ of all accrued sick leave, up to a maximum of 120 days.

9.3.5.3 As used in paragraph 9.3.5, the term "day" means an 8-hour day.

9.3.6 An eligible employee may enroll in and receive the benefits of the Monroe County Sick Leave Pool. Enrollment procedures and rules for the operation of the Sick Leave Pool are found in Monroe County Administrative Instruction 4702, as amended from time to time, and these procedures and rules shall be used in the administration of the Sick Leave Pool program.

9.3.7 The application, administration and interpretation of sick leave benefits shall be in accordance with the applicable provisions of Monroe County Administrative Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Administrative Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

9.4. Holiday Leave

9.4.1 The County has recognized certain days to be holidays, during which most County offices are normally closed. The County and Union agree that the County's firefighting and emergency rescue services are, and shall be, available during holidays, and that some bargaining unit members will be required to work during designated holiday periods.

9.4.2 The application, administration and interpretation of holiday leave benefits shall be in accordance with the applicable provisions of Monroe County Personnel Policies and Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Personnel Policy and Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

9.5. Uniform And Personal Gear; Maintenance. The County and Union agree that certain uniform and protective equipment shall be supplied and/or maintained by the County under the following terms and conditions:

9.5.1 Uniforms, Initial Issuance. The County agrees to issue to each Unit member the following uniform items:

ITEM DESCRIPTION	NUMBER
Shirt, Long Sleeve, White	Two
Shirt, Short Sleeve, White	Two
Shirt, 'T", w/Insignia	Five
Coat, Rain	One
Jacket, w/Insignia	One
Pants	Two
Shirt, Polo, White, w/Insignia	Five
Badge with Collar Brass	One
Name Tag	One
Station Shoes/Boots	One Pair

9.5.2 Uniforms, Replacement Any uniform item which, as determined by the County, has been destroyed, damaged beyond economical repair, or which is otherwise unusable or unsightly due to wear and tear shall be replaced by the County at the County's expense.

9.5.3 Uniforms, Maintenance The County agrees to provide at each work site a clothes washer and clothes dryer for use by Unit members to clean and dry issued items

of uniform clothing.

9.5.4 Uniforms, Class A At such time as the County adopts a Class A (Formal) uniform for fire/rescue personnel, the County shall issue one Class A uniform to each Unit member who has been a Unit member for three or more consecutive years of service.

9.5.4.1 The uniform shall be owned by the County, and upon termination, other' than retirement, from employment a Unit member shall return the issued Class A uniform to the County, or shall pay to the County the full cost of replacement of the uniform.

9.5.4.2 Any Unit member to whom a Class A uniform has been issued, and who retires from service while still a Unit member, shall be entitled, upon his or her request, to retain the Class A uniform as his or her property.

9.5.5 Footwear, Approved The County shall have the right to designate the type, model, and supplier of footwear (station shoes/boots) to be worn by Unit members while performing services for the County. Only the purchase of approved footwear shall entitle the Unit member to reimbursement as provided below.

9.5.6 Footwear, Reimbursement A Unit member shall be entitled to reimbursement in an amount up to Three Hundred Dollars ($300.00) each odd-numbered year for the purchase of approved footwear to be used by the Unit member while performing services for the County. The Unit member shall submit sales receipts in form suitable to the County showing the date, item purchased, and total amount to be reimbursed, and reimbursement shall be processed and payment made in accordance with the County's usual practices and procedures.

9.5.7 Footwear, Supplier Contract. In the event that the County enters into an agreement with any entity to be a footwear supplier to the County for purposes of providing footwear to Unit members, the procedures put into place by the County pursuant to the contract shall be the approved method for acquiring footwear by Unit members.

9.5.8 Personal Protective Gear, Issuance. The County agrees to issue to each Unit member the following personal protective gear:

ITEM DESCRIPTION	NUMBER ISSUED
Coat, Bunker	One
Pants, Bunker	One
Boots, Protective	One Pair

Gloves, Protective	One Pair
Hood, Fire Resistant	One
Helmet, Fire with goggles	One
Suspenders, Pants	One Pair
Bag, Mask	One
Mask, MSA, Complete	One
Pack, "Fanny"	One
Sleeves, Protective	One Pair
Glasses, Safety	One Pair
Shears, Trauma	One Pair

9.5.9 Personal Protective Gear, Replacement Any item of personal protective gear which, as determined by the County, has been destroyed, damaged beyond economical repair, or which is otherwise unusable or unsightly due to wear and tear shall be replaced by the County at the County's expense.

9.5.10 Personal Protective Gear, Maintenance The County agrees to clean and repair a Unit member's items of personal protective gear at such times as may be deemed necessary from time to time by appropriate supervisory personnel.

9.6. Health And Medical Coverage The County agrees to provide to Unit members coverage under a Medical Insurance Plan, a Pharmaceutical Co-Pay Plan, an Employee Assistance Plan, and make available to Unit members a Payroll Deduction Plan for Vision and Dental Services. These plans shall be offered under the same terms, conditions, and limitations as offered to other County employees, as amended or changed from time to time.

9.7. Life Insurance The County agrees to provide life insurance coverage for each Unit member in the amount of Twenty Thousand Dollars ($20,000.00) at no premium cost to the Unit member. Such coverage shall be of the type provided to other County employees and shall be with such underwriter or underwriters as the County may select from time to time.

9.8. Physical/Medical Examinations

9.8.1 The County and Union agree that, among other considerations, eligibility of bargaining unit employees to receive certain presumptions and entitlements relative to communicable diseases, disability, and other benefits requires a physical/medical examination of the employee had been conducted prior to the occurrence of the event or condition upon which the presumption or entitlement is based. Additionally, a physical/medical examination evincing good physical condition is required by Section 633.34, Florida Statutes, as a pre-condition of employment as a firefighter. The County and Union further agree that physical/medical examinations for bargaining unit employees in addition to "post-offer, pre-employment" physical/medical examinations is warranted by the nature of the bargaining unit members' duties.

9.8.2 Initial Physical/Medical Examination The County agrees to provide a post-offer of employment physical examination to an applicant to be hired for a position included in the bargaining unit. The physical examination shall be administered in accordance with applicable provisions of NFPA Standard 1582, the Americans with Disabilities Act ("ADA") and appropriate Monroe County Personnel Policies and Procedures and addenda thereto. The cost of the physical examination shall be paid for by the County, and the minimal scope, content and documentation of the physical examination shall be in accordance with the requirements of the Division of State Fire Marshal, Bureau of Fire Standards and Training.

9.8.3 Periodic In-Service Physical/Medical Examination The County agrees to provide a physical/medical examination to each full-time employee covered by this Agreement at such times and in such extent as provided for in Chapters 6, 7 and 8 of Standard 1582 2013 Edition of the National Fire Protection Association, entitled Medical Requirements for Firefighters and Information for Fire Department Physicians. The County will use its good faith efforts to schedule the physical/medical examination for an employee during the 30 days immediately prior to, or the 30 days immediately after, the employee's hire anniversary date; however, it shall also be the responsibility of the employee to make appropriate notification to the County of the need for the scheduling of the physical\medical examination. The failure of the County to meet this general scheduling requirement for physical\medical examinations shall not be subject to the grievance procedures provided for elsewhere in this Agreement. The cost of the physical\medical examination shall be paid for by the County. Failure of employees hired prior to October 1, 2014 to comply with Category A criteria will not automatically disqualify them from their position but a decision will be made based on safety issues and performance of the employee. Both parties agree to continue to work together towards implementation of LifeScan or another similar vendor.

9.8.4 Special Incident Physical Examination The County agrees to provide a physical\medical examination to any full-time employee who has been exposed to an infectious or contagious disease while in the performance of the employee's duties for the County. Additionally, the County agrees to provide a physical\medical examination to a full-time employee who has been involved in any incident while in the performance of the employee's duties for the County which, as generally and commonly recognized in the medical community, would require a physical\medical examination. The performance of such physical\medical examination shall be within a medically reasonable period of time after the exposure or incident, and the cost of the physical\medical examination shall be

paid for by the County.

9.8.5 Fitness For Duty Examinations The County shall have the right to require an employee to undergo a physical examination or mental examination, or both, when it appears that the employee has exhibited an action or conditions that are readily observable to a reasonable and prudent person and which would lead such a person to reasonably believe that the employee may not be able to fully perform his or her duties. The cost for the examination or examinations shall be paid for by the County, the examination or examinations shall be performed by the professional designated by the County, and the results of the examination shall be reported in the manner required by the County. If any applicable federal or state law shall require that the employee who has been examined in accordance with this section provide written consent for the release of the examination information to the County, the employee shall provide such written consent conditioned upon the County maintaining the confidentiality of the information received and the County shall only release the information as required by federal or Florida law or by lawful order issued by a court or administrative tribunal having competent authority to issue such an order.

9.8.6 Documentation of Physical/Medical Examinations For physical/medical examinations administered in accordance with Sections 9.8.2 and 9.8.3 above, the documentation of the physical/medical examination shall be provided to the County on Forms that comply with NFPA Standard 1582. The minimal requirements for reporting shall include a complete medical history and general physical examination; urine drug screen for all drugs identified by the County from time to time in accordance with state statute; complete blood screen as identified by the County from time to time in accordance with state statute; chemistry and lipid profile; audiogram, 12-lead electrocardiogram with interpretation and report; chest x-ray, and treadmill stress testing.

9.9. Firefighter Death Benefits

9.9.1 Florida Law Section 112.191, Florida Statutes, requires the County to provide certain benefits to a firefighter, the firefighter's surviving spouse, and any surviving children of a firefighter who dies, is killed, or suffers a catastrophic injury under conditions specified in Section 112.191.

9.9.2 Amounts The amounts to be paid by the County under this law range from $50,000 to $150,000 per firefighter, with such amounts subject to adjustment as determined by the State Fire Marshal, and such payments shall be in addition to any worker's compensation and pension benefits. Additionally, the County will pay the entire health insurance plan premium for the firefighter and his or her spouse and children under the conditions specified in Section 112.191.

9.9.3 Budgeting The County agrees to budget each year for the anticipated costs of providing the benefits under Section 112.191. The amount of reserves, insurance expenses and other costs related to the benefits to be provided shall be in such amounts to be solely determined in good faith by the County. Additionally, the County shall have

the right to provide for the payment of these benefits through self-insurance, appropriate insuring policies, or a combination thereof. The cost of any insurance premiums shall be paid by the County.

9.9.4 Applicable Rules The provisions of Section 9.8 shall be administered consistent with the provisions contained in Rules 69A-64.001 through 69A-64.005, Florida Administrative Code.

9.10. Florida Retirement System Contributions

9.10.1 Florida Law All full-time employees of the County are required to participate in the Florida Retirement System (FRS). Bargaining unit members other than flight nurses are classified as "special risk" employees under the FRS, which requires the County to make contributions to the FRS on a higher percentage basis than for regular members of the FRS. Flight nurses must apply to FRS to be included in the special risk category.

9.10.2 Budgeting The County agrees to budget each year for the anticipated total amount of contributions to be made to the FRS on account of the bargaining unit members.

9.10.3 Member Contribution Bargaining unit members shall contribute to the FRS as required by state law.

9.11. Educational Expense Reimbursement

9.11.1 General The County agrees to reimburse employees for educational expenses incurred by the employee under the following terms and conditions:

9.11.1.1 Eligibility The employee must have been employed full-time by the County for at least one year immediately prior to applying for reimbursement, and the employee must not be in an initial or extended probationary status.

9.11.1.2 Prohibitions The employee shall not utilize any space, personnel, equipment or supplies provided by the County in the process of fulfilling any of the requirements of the coursework for which the employee is being reimbursed.

9.11.1.3 New Coursework The coursework must not be duplicative of any coursework for which the employee has been previously reimbursed by the County, unless required by Section 7.1.5.

9.11.2 Administration The application, administration and interpretation of educational reimbursement benefits, and the amounts to be paid, shall be in accordance with the applicable provisions of Monroe County Personnel Policies and Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Policies and Procedures or of any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

9.11.3 Budgeting Educational Reimbursements. The County shall budget a minimum of $15,000 per fiscal year to be utilized by the bargaining unit personnel for educational reimbursement in accordance with the provisions of this Agreement and Section 2.11 of the Monroe County Personnel Policies & Procedures Manual, subject to annual appropriation by the Board of County Commissioners. The money budgeted for educational reimbursement shall be used exclusively for tuition, fees and textbooks, and shall be available to all members of the bargaining unit on a first come, first serve basis. Educational reimbursements shall be charged against the budget for the fiscal year in which the courses are taken. All requests for reimbursement must be submitted prior to September 30th in the fiscal year in which the course is taken.

9.12 Communicable Disease Immunization

9.12.1 Acknowledgment of Risk The County and Union agree that the bargaining unit members run a high risk of occupational exposure to hepatitis, meningococcal meningitis, and tuberculosis, and the County should provide such immunizations and keep records thereof.

9.12.2 Records and Notification The County shall maintain a record of any known or reasonably suspected exposure of a bargaining unit member to the diseases described in Section 9.12.6, and the County shall immediately notify the employee of such exposure.

9.12.3 Member to Report Each bargaining unit member who has knowledge of known or suspected occupational exposure to the diseases described in Section 9.12.6 shall immediately file a report of the incident to the appropriate supervisory personnel.

9.12.4 Immunization Each bargaining unit member shall be offered vaccination against hepatitis upon employment or as may be medically required in order to have current immunization against hepatitis. The County shall pay for the costs of such immunization. An employee may refuse immunization but he/she must sign a release if he/she does not have avail him/herself of the immunization opportunity.

9.12.5 Future Circumstances; Requirements Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease recognized in Section 112.181, Florida Statutes, the County may require bargaining unit members to undergo the immunization or prophylaxis; provided, such immunization or prophylaxis is medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the United States Public Health Service and the employee's physician has not determined in writing that the immunization or prophylaxis would pose a significant risk to the employee's health.

9.12.6 Required Screening For Statutory Presumptions

9.12.6.1 Florida Law Section 112.18 and Section 112.181, Florida Statutes, provides that, under certain conditions, specified illnesses and injuries shall be

presumed by law to have been accidental and to have been suffered in the line of duty, provided a medical examination had been previously conducted upon the employee or the employee has executed a written affidavit as provided in Section 92.50, Florida Statutes.

9.12.6.2 Screenings And Affidavits The County agrees to provide the medical screenings, as part of the physical and medical examinations provided for in Section 9.8 of this Agreement.

9.13 Public Records Exemptions

9.13.1 Florida Law Chapter 119, Florida Statutes, provides protections against certain information being available to the public under the Florida Public Records law.

9.13.2 Exempt Information The County and Union agree that, to the fullest extent allowed by law, all information protected by Chapter 119, Florida Statutes is exempt from inspection under Section 119.01, Florida Statutes.

9.13.3 Protection of Exemption The County agrees that, when any request is received under the Florida Public Records law to inspect any record maintained by the County relating to a member of the bargaining unit, the County will take such steps as are reasonably required to redact, omit, cover up, or otherwise eliminate from the records to be inspected such information as is listed in Section 9.12.2.

9.14 Workers' Compensation Premiums

9.14.1 Coverage and Benefits All full-time Unit member employees of the County are participants in the Florida Workers' Compensation program and are entitled to receive such coverage and benefits as provided by the Florida Workers' Compensation law.

9.14.2 Budgeting The County agrees to budget each year for the anticipated total amount of claims and excess insurance premiums to be paid for workers' compensation coverage of, and payments on behalf of, the bargaining unit members.

9.14.3 No Member Contribution Bargaining unit members shall not be required or obligated to contribute any sums towards workers' compensation insurance premiums; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically amended to conform with the statutory provisions.

9.15 Unemployment Compensation Benefits.

9.15.1 Florida Law In general, employees of the County are entitled to the rights and benefits provided by the Florida Unemployment Compensation law.

9.15.2 Budgeting The County is a "reimbursable employer" under the law, and

agrees to pay each year the total amount of unemployment benefits to be repaid to the State of Florida for unemployment compensation benefits payable to or on account of bargaining unit members.

9.15.3 No Member Contribution Bargaining unit members shall not be required or obligated to contribute any sums as contributions towards unemployment compensation benefits; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically amended to conform with the statutory provisions.

9.16 Federal Government Contributions.

9.16.1. FICA and Medicare The County agrees to remit to the federal government on a timely basis all amounts owed as the employer's portion of FICA and Medicare contributions attributable to the employment by the County of each Unit member.

9.16.2 Employee Withholding. The County agrees to deduct from each Unit member's salary and wages all amounts owed by the employee to the federal government for the employee's share of FICA and Medicare contributions, and withholding and forwarding of federal income tax obligations.

9,.17 Savings Bond Deductions The County agrees to provide the opportunity to Unit members and employees to participate in a Savings Bond program through a payroll deduction plan. The program shall be administered by the County in accordance with its standard practices, as may be amended from to time.

9.18 Direct Deposit Payroll Option The County agrees to provide a program for direct deposit of a Union member's and employee's pay into a financial institution of the Unit member's or employee's choice, consistent with the policies and practices of the County, as may be amended from time to time.

9.19 Years-of-Service Award Program. The County agrees to provide an award program to recognize employees who have been employed by the County for five years or more, and this program shall be administered as provided in Section 2-8, Monroe County Code, and the Monroe County Personnel Policies & Procedures Manual, as amended from time to time.

ARTICLE X: MISCELLANEOUS PROVISIONS.

10. Term of Agreement: Effective Date.

10.1 Term Upon ratification, the term of this Agreement shall be for a period of three (3) years, commencing retroactively at 12:01 A.M. on October 1, 2017, and ending on September 30, 2020, at 11:59 P.M.

11. Bargaining Unit Work Security The Employer shall not assign or delegate out

bargaining unit work in any manner whatsoever. In particular, the County agrees that fire suppression (combat), rescue, fire prevention emergency medical services, administrative services and other Fire/EMS or Airport Fire/Rescue Department related services and functions shall not be assigned or delegated out in any manner, to private or public entities. This article does not apply to fire suppression, rescue or emergency medical services that are currently provided by volunteer fire companies currently under contract to Monroe County and registered as nonprofit corporations within the State of Florida; however, no expansion of current scope of services of each volunteer fire company is permissible under this article. This does not preclude services covered under mutual aid agreements or services needed in the event of catastrophic events that impacts bargaining units ability to provide staffing for services. This provision shall remain in full force and effect during any negotiations and shall continue in full force and effect until such time as a new agreement is reached or imposed.

12. Construction This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Monroe County, Florida.

13. Severability Should any word, phrase or provision of this Agreement be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

14. Entire Agreement No statements, representations, or warranties, whether written or oral or from whatever source arising, that were made or alleged to have been made in the negotiation of this Agreement, or alleged as being an inducement by or to either the County or the Union to enter into this Agreement, shall have any validity between the County and the Union or be binding on either the County or the Union, unless such statement, representation, or warranty is expressly written into this Agreement.

15. Captions And Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provision of this Agreement.

16. Exhibits

16.1 Inclusion in Agreement The following Exhibit referred to in, and attached to, this Agreement shall be incorporated into this Agreement and be a part of this Agreement: Exhibit A, Repayment Agreement.

Pursuant to Section 447.309(1), Florida Statutes, the above agreement is agreed to by and between the bargaining agent and the chief executive officer of Monroe County.

Bargaining Agent
Professional Firefighters of Monroe County, International Association of Firefighters, Local 3909

By: _____
President Eric Fundora
Date: 8-28-17

Chief Executive Officer:

By: _____
Acting County Administrator
Roman Gastesi, County Administrator
Date: 10/10/2017

This Collectively Bargained Agreement was bargained for and agreed to in accordance with the provisions of Chapter 447, Florida Statutes, and Chapter 286, Florida Statutes; was submitted to the bargaining unit members and ratified by a vote of 24 votes for the Agreement and 0 votes against the Agreement; and after ratification was submitted of the Board of County Commissioners for action.

Bargaining Agent
Professional Firefighters of Monroe County, International Association of Firefighters, Local 3909

By: _____
President Eric Fundora
Date: 8-28-17

COLLECTIVELY BARGAINED AGREEMENT -- UNIT TWO AGREEMENT
BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA
AND THE PROFESSIONAL FIREFIGHTERS OF MONROE COUNTY, IAFF LOCAL 3909

The Board of County Commissioners, at a duly noticed and publicly held meeting at Key West, Florida, on September 27, 2017, approved the above agreement by (unanimous) (majority) vote of the Board of County Commissioners, as follows:

VOTING FOR:	VOTING AGAINST:
Mayor George Neugent	
Mayor Pro Tem David Rice	
Commissioner Danny L. Kolhage	
Commissioner Heather Carruthers	
Commissioner Sylvia Murphy	

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: George R. Neugent
Mayor George Neugent
Date: September 27, 2017

(SEAL)
ATTEST: KEVIN MADOK, CLERK

Clerk of Court – Deputy Clerk

By: _____
Date: _____

FILED FOR RECORD
2017 OCT -9 PM 11:45
CLK. CIR. CT.
MONROE COUNTY, FLA

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Cynthia L. Hall
Date: 10-6-2017

Exhibit A – Repayment Agreement

Paramedic Program Repayment Agreement

_____, hereinafter referred to as EMPLOYEE, agrees as follows:
EMPLOYEE NAME (Printed)

COUNTY WILL ARRANGE FOR PARAMEDIC TRAINING

The COUNTY agrees to send Employee to an approved Paramedic Program provided by _____, commencing on or about the _____day of _____ ,20____.

TUITION, BOOKS, AND OTHER COSTS OF TRAINING

I. The COUNTY will pay the Cost of tuition, books and training materials for attendance in a qualified Paramedic Program.

II. By signing this Agreement, Employee agrees to reimburse the COUNTY as stated in the Repayment Schedule (including deduction of any amounts necessary from a final paycheck) for tuition, books and training materials, paid by the COUNTY on TRAINEE'S behalf, if:

A. EMPLOYEE withdraws from the course, or fails to complete the program as scheduled; or

B. EMPLOYEE fails to obtain his or her paramedic certification from the Florida Department of Health within 12 months after completion of the course; or

C. EMPLOYEE fails to successfully complete the Monroe County Fire Rescue Provisional Program (as that term is defined in SOP 1120.01); or

D. EMPLOYEE voluntarily resigns or abandons his or her employment before working as a qualified Firefighter Charge Paramedic for Monroe County Fire Rescue for a period of two (2) years from date of completion of the Monroe County Fire Rescue Provisional Program; or

E. The County Administrator, on recommendation from the Fire Chief, terminates the employment of the EMPLOYEE with cause during the EMPLOYEE'S enrollment in the course.

NOTE: If any of the situations in (A) – (E) occurs, the EMPLOYEE will **immediately** be liable for payment **in full** of the entire pro rata repayment amount outlined in the Repayment Schedule below. Any balance of the repayment amount that remains unpaid after thirty (30) days will accrue interest at the rate set in accordance with Section 55.03, Florida Statutes.

REPAYMENT SCHEDULE

If an EMPLOYEE finishes the course but voluntarily resign, abandons employment, or is terminated with cause before working for a period of 2 years: Repayment is pro-rated depending on the length of employment as a qualified Firefighter Charge Paramedic according to the following schedule:

- Within 12 months: Repayment of 100% of the full amount of Training COSTS
- After 12 months but Within 24 months: Repayment of 50% of the full amount of TRAINING COSTS

<u>If an EMPLOYEE withdraws from the course, fails to complete the program as scheduled, fails to obtain his or her paramedic certification from the Florida Department of Health within 12 months after completion of the course, fails to successfully complete the Monroe County Fire Rescue Provisional Program (as that term is defined in SOP 1120.01)</u>: Repayment will be made by deductions from the employee's paycheck, with five

percent (5%) of the cost of the program taken out of the employee's paycheck up to a maximum of four hundred dollars ($400) per pay period.

If EMPLOYEE successfully completes the course and satisfactorily performs his or her duties as a Firefighter Charge Paramedic as required herein, then the COUNTY/Fire Chief agrees that TRAINEE shall have no further financial obligation as a result of any payment made to TRAINEE, or on his or her behalf, pursuant to this Agreement.

TRAINEE TO PAY COSTS OF COLLECTION

TRAINEE agrees to pay the COUNTY all reasonable costs of collection and attorney's fees incurred by the County in the event the COUNTY is obliged to collect any funds advanced to TRAINEE pursuant to this Agreement.

VENUE

In the event that litigation is necessary to enforce the terms of this agreement, the EMPLOYEE agrees that litigation will be held in Monroe County, Florida.

SEVERABILITY CLAUSE

If any part of this Agreement is ruled to be unenforceable, the remaining parts of the Agreement shall still be legally binding.

THIS IS INTENDED TO BE A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY. DO NOT SIGN IT IF YOU DO NOT UNDERSTAND IT, OR IF YOU ARE NOT WILLING TO BE BOUND BY ITS TERMS.

_____
Signature (TRAINEE)
Print Name:

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, __Print Employee_____ personally appeared, who identified himself/herself to me and produced satisfactory proof of identification or is personally known to me, and acknowledged to me that he/she executed the foregoing agreement freely, voluntarily, and for the purposes therein expressed.

Dated this_____day of_____, 20 ____at_____, Florida.

Commission Expires:

_____
Notary Public, State of Florida

Fire Chief
Monroe County Fire Rescue, Florida

_____
Signature: Fire Chief James Callahan