

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Collective Bargaining Agreement with Battalion Chiefs, Local 3254

**DEPARTMENT:** County Manager's Office **DIVISION:** \_\_\_\_\_

**AUTHORIZED BY:** Cynthia A. Coto **CONTACT:** Don Fisher **EXT.** 7212

<b>Agenda Date</b> <u>1/9/07</u> <b>Regular</b> <input checked="" type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

Approve ratification and authorize the Chairman to execute the contract between Seminole County Government and Seminole County Fire Department Battalion Chiefs, represented by Local 3254.

**BACKGROUND:**

On December 7, 2001, a bargaining unit was established for Seminole County Battalion Chiefs. On December 29, 2006, the battalion chiefs ratified the attached contract.

Highlights of the two year contract include the following:

- An across the board salary adjustment of \$6,750 retroactive to October 1, 2006 and \$3,250 on October 1, 2007.
- The salary range for battalion chief will go from \$40,060 - \$74,108 to \$49,501 - \$82,500.
- Annual salary adjustments will be 0% - 6% (budgeted at 4%) with a 3% minimum for a rating of "good" or above.
- Overtime will be paid at a straight time rate if the overtime exceeds six (6) hours.
- The contract is valid through September 30, 2008 with an automatic renewal clause unless either party notifies the other it desires to modify the contract.
- The County maintains management rights.

<b>Reviewed by:</b>
<b>Co Atty:</b> _____
<b>DFS:</b> _____
<b>Other:</b> _____
<b>DCM:</b> _____
<b>CM:</b> <u>CAC</u>
<b>File No.</b> <u>RCM049</u>

**ARTICLE 1 — PREAMBLE**

This Agreement is entered into by and between the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the “County” and LOCAL 3254, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the “Union.”



**SEMINOLE COUNTY  
PROFESSIONAL FIREFIGHTERS**

Local 3254, IAFF  
4005 N. Orange Blossom Trail  
Orlando, Florida 32804  
407-298-FIRE • FAX 407-831-FIRE



"United Stand"

**"B UNIT"**

**RATIFICATION VOTE ON PROPOSED CONTRACT**

**December 29, 2006**

Janet Davis  
Human Resources Director

Please be advised and consider this as official notification that the Seminole County Professional Firefighters Local 3254 B unit, (Battalion Chiefs) have voted this day, December 29<sup>th</sup>, 2006 in favor of ratifying the current contract proposal as written and delivered. This vote also satisfies the requirement of ratification by December 31<sup>st</sup>, 2006 for retroactive action to October 1<sup>st</sup>, 2006 as agreed to on December 14<sup>th</sup>, 2006.

Thank You

Tim Grenz  
Vice President  
Seminole County Professional Firefighters  
321-689-7108

## **ARTICLE 2 — RECOGNITION**

The County recognizes the Union as the exclusive collective bargaining representative of all full-time employees in the classification of Battalion Chief in accordance with PERC Certification No. 1352. All other employees shall be excluded from this bargaining unit and shall not be covered by this contract.

**ARTICLE 3 — NONDISCRIMINATION**

The current County policies regarding nondiscrimination shall remain in effect for the term of this Agreement; provided, however, that nothing herein shall restrict the County from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

**ARTICLE 4 — SAVINGS CLAUSE**

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

## **ARTICLE 5 — WORK STOPPAGES**

There shall be no strikes, lockouts, work stoppages, slowdowns, mass resignations, sick-outs, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

1. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the County. Nothing herein shall restrict the County from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.
2. The Union recognizes that the County and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the County citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the County and the public at large. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article.

**ARTICLE 6 — APPENDICES AND AMENDMENTS**

Appendices and amendments to this Agreement (if any) shall be lettered or numbered, dated and signed by the parties and shall constitute part of this Agreement.



## **ARTICLE 7 — PAYROLL DEDUCTION OF DUES**

The County agrees to deduct Union dues and uniform assessments, including increases in dues and uniform assessments, from bargaining unit employees' salaries on a bi-weekly basis for the term of this Agreement. However, the County shall have no responsibility or any liability for any monies once sent to the Union, nor shall the County have any responsibility or liability for the improper deduction of dues. The Union shall indemnify the County and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the County to comply or attempt to comply with the provisions of this Article.

1. It shall be the responsibility of the Union to notify the County of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.
2. Any member of the Union may, on thirty (30) days written notice to the County, require that the County cease making deductions from his/her wages.
3. Deductions hereunder shall be pursuant to a properly executed dues deduction card or statement mutually agreed upon by and between the parties.

## **ARTICLE 8 — MANAGEMENT RIGHTS**

1. Except as specifically restricted by the provisions of this Agreement, the County has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation, reserves the sole and exclusive right to:
  - A. Determine the purpose and organizational structure of the Department;
  - B. Exercise control and discretion over the organization and efficiency of operations of the Department;
  - C. Set minimum performance standards for service to be offered to the public;
  - D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other management reasons which could arise;
  - E. Determine the location, methods, means and personnel by which operations are to be conducted;
  - F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Department;
  - G. Transfer, assign, schedule employees in positions within the organizational structure of the County and the Department;
  - H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;
  - I. Decide the scope of the service;
  - J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;

- K. Fire, demote, suspend or otherwise discipline bargaining unit employees;
- L. Require a bargaining unit employee to submit to an examination by a medical doctor (including a psychiatrist) and/or a psychologist based upon the reasonable belief that the employee is unfit to perform any or all of his/her assigned duties;
- M. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the County;
- N. Lay off and/or relieve employees from duty due to lack of work or lack of funding, or any other reason, in accordance with County policies;
- O. Recall employees in accordance with County policies;
- P. Determine the starting and quitting time and the number of hours and shifts to be worked;
- Q. Determine the allocation and content of job classifications; and determine all training parameters for all County positions, including persons to be trained and extent and frequency of training;
- R. Formulate and/or amend job descriptions;
- S. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the County good business judgment makes such curtailment or discontinuance advisable;
- T. Contract and/or subcontract any existing or future work;
- U. Create, expand, reduce, alter, combine, assign, or cease any job;

- V. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
  - W. Control the use of equipment and property of the County and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
  - X. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
  - Y. Take whatever action may be necessary to carry out the mission and responsibility of the County in unusual and/or emergency situations;
  - Z. Maintain the efficiency of the operations of the Department;
  - AA. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.
2. The above rights of the County are not all-inclusive but indicate the type of matters of rights which belong to and are inherent in the County. Any of the rights, powers, and authority that the County had prior to entering into this collective bargaining agreement are retained by the County.
3. If the County fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the County's right to exercise any or all of such functions.

## **ARTICLE 9 — SUPERVISORY RESPONSIBILITY/CONFLICT OF INTEREST**

It is agreed and understood that the individuals in the bargaining unit covered hereunder are supervisors whose primary duties oftentimes create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, the individuals covered hereunder must, at all times, act in the best interest of the County, the Department, and the citizens, as determined by County Management, the Fire Chief, and other authorized management officials. Accordingly, the individuals covered hereunder will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities, including, but not limited to, the following:

- A. Supervising and overseeing a geographical area comprised of several stations and directing related operations, including the supervision of all personnel and the oversight and maintenance of all apparatus and equipment.
- B. Supervising fire and rescue scenes and incidents, including the direction of personnel and equipment as required.
- C. Assigning work duties to all subordinate personnel.
- D. Reviewing and evaluating the performance of subordinate personnel.
- E. Recommending and administering disciplinary action, including dismissal, suspension, demotion, reprimand and counseling.
- F. Training and/or administering the training of subordinate personnel, including precepting probationary firefighters and administering their recruit testing.
- G. Evaluating, screening, interviewing, and making recommendations concerning the hiring of new employees.

- H. Enforcing all County and Departmental rules, regulations, policies, procedures, and guidelines, and making recommendations concerning revisions thereto.
- I. Purchasing materials and equipment within policy guidelines and making recommendations concerning Departmental purchases.
- J. Ensuring safety of personnel at the fire stations and other work sites and administering the Department safety program.
- K. Timely and accurately completing all forms, reports, and other paperwork relating to fire and rescue operations, fire and rescue incidents, daily work and activities, and personnel matters.
- L. Temporarily transferring subordinate employees to different assignments, as required.
- M. Administering Departmental overtime and release from duty policies.
- N. Overseeing the maintenance of station and apparatus inventory.
- O. Overseeing the maintenance of station and equipment security.
- P. Preparing budgets for their assigned programs.
- Q. Administering and participating in public education programs.
- R. Participating in committees, task forces, or other work groups as assigned by the Department or the County.
- S. Performing such other duties and responsibilities as are required under Department rules, regulations, policies, and procedures, and/or as assigned by appropriate management authority.

## ARTICLE 10 — RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the Union agrees that the employees covered hereunder shall comply with all rules, regulations, policies, procedures, and operating bulletins of the County and the Department of Public Safety and any amendments thereto.
2. Should the County and/or the Department exercise its right to formulate, amend, revise, and/or implement any and all rules, regulations, policies, procedures, and operating bulletins, the County or the Department shall provide a courtesy copy of any new (or amended) rule, regulation, policy, procedure, or operating bulletin to the Union at least ninety-six (96) hours prior to implementation. Simultaneous with providing a courtesy copy to the Union, the County or the Department shall provide all members the new (or amended) rule, regulation, policy, procedure, or operating bulletin through electronic mail, telecommunication, and bulletin board posting or any other appropriate means.
3. In the event the County or the Department exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or operating bulletin, no bargaining unit employee shall be disciplined for violation of any such new or amended rule, regulation, policy, procedure, or operating bulletin until the County and/or the Department has informed the Union of and posted such new or amended rule, regulation, policy, procedure, or operating bulletin in accordance with the above procedure. For the purpose of this Article, hand delivery or mailing to the President of Local 3254 or any other officer (including member of the Executive Board of Local 3254) shall be deemed service upon the Union. Mailing shall be effective upon deposit in the United States mails by the County or the Department.

## **ARTICLE 11 — FILLING VACANCIES AND NEW POSITIONS**

For the purposes of this Agreement, a Position Vacancy shall be considered as the permanent vacancy of a 40-hour or 56-hour shift Battalion Chief position due to retirement, resignation, termination, promotion, demotion, permanent reassignment, permanent disability, or death of the position incumbent. For the purposes of this Agreement, a New Position shall be considered as a 40-hour or 56-hour shift Battalion Chief position that has been created as a result of organizational expansion, reorganization, position reclassification, new program, or new service. (“New Positions” shall not include positions acquired as a result of the County’s acquisition of another fire/rescue agency.) Position Vacancies and New Positions shall be filled according to the following provisions:

1. Employees hereunder currently in the position of Battalion Chief shall be given consideration in filling any Position Vacancy or New Position; provided that they meet the minimum requirement for said position as outlined in the County’s official Position Job Description.
2. Position Vacancies or New Positions may be temporarily filled.



**ARTICLE 12 — DISCIPLINE AND DISCHARGE**

The County may reprimand, suspend, demote, terminate, or otherwise discipline any employee covered hereunder; provided that any such disciplinary action shall not be taken for reasons which are arbitrary and capricious.

### **ARTICLE 13— GRIEVANCE AND ARBITRATION PROCEDURE**

1. Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.
2. A “grievance” is a claimed violation of this Agreement or policies and/or procedures referenced by this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement.
3. A grievance may be filed by a bargaining unit employee or by the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance.
4. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.
  - a. STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee’s supervisor within six (6) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the supervisor shall forward a copy of the grievance to the Fire Chief. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief

requested. The supervisor shall, within ten (10) calendar days after presentation of the grievance, render his/her decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Director of Human Resources.

- b. STEP 2: Any grievance which cannot be satisfactorily settled in Step 1 above shall then be taken up with the Fire Chief or designee. The grievance as specified in writing in Step 1 above shall be filed with the Fire Chief within seven (7) calendar days after the due date for the supervisor's response in Step 1 above. The Fire Chief shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Director of Public Safety, and the Director of Human Resources.
- c. STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the Director of Public Safety or designee. The grievance as specified in writing in Step 1 above shall be filed with the Director of Public Safety within seven (7) calendar days after the due date for the Fire Chief's Response in Step 2 above. The Director of Public Safety shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Director of Human Resources.
- d. STEP 4: Any grievance which cannot be satisfactorily settled in Step 3 above shall then be taken up with the County Manager or designee. The grievance as specified in

writing in Step 1 above shall be filed with the County Manager within seven (7) calendar days after the due date for the Director of Public Safety's Response in Step 3 above. The County Manager shall issue his/her decision in writing on the grievance within ten (10) calendar days after presentation of the grievance at this step, with copies to the grievant (if an individual employee), the Union, the Fire Chief, the Director of Public Safety and the Director of Human Resources.

If the grievant (whether it be the Union or an individual employee) is not satisfied with the County Manager's decision in Step 4 above, the grievant may request arbitration by hand delivery or by certified or registered mail of a written notice to the Director of Human Resources within seven (7) calendar days of receipt of the County Manager's decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure. As an alternative to arbitration, the grievant may utilize the appeals board procedure under the County's Personnel Policies, provided that such procedure is timely invoked after the issuance of the County Manager's decision. The following provisions shall apply to arbitration requests.

1. Within ten (10) calendar days from receipt of such notice of arbitration, the parties shall meet to select an arbitrator. In the event the parties cannot agree on an arbitrator, they shall within five (5) calendar days, jointly request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and the County will alternately eliminate one at a time from said list of names,

persons not acceptable, until only one (1) remains, and this person will be the arbitrator. The County and the Union will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin.

2. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the County and the Union in writing. It shall be the obligation of the arbitrator to make his/her best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.
3. The arbitrator will confine his/her consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to substitute his/her judgment for that of management and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede

applicable state and federal laws and County Ordinances or resolutions, except to the extent as specifically provided herein.

4. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of this Agreement. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party met its burden of proving that the action by the non-grieving party violated a specific provision of this Agreement.
5. No decision of any arbitrator or of the County in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.
6. It is agreed with respect to this grievant and arbitration procedure that:
  - a. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).

- b. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the County or by the Department shall require the grievant to proceed to the next step, and failure to proceed on a timely basis to the next step shall bar the grievance.
- 7. Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.
- 8. Non-dues-paying bargaining unit employees may avail themselves of all of the procedures under this Article.

## **ARTICLE 14 — WORK SCHEDULES**

1. Bargaining unit employees shall be assigned either a 56-hour shift schedule (24 -48 shift schedule) or a 40-hour non-shift schedule (7 day non-shift schedule).

2. Nothing herein shall prohibit the EMS/Fire/Rescue Division from establishing or changing shift starting times within the framework of a 56-hour shift Battalion Chief schedule or non-shift starting times within the framework of a 40-hour non-shift Battalion Chief schedule.

3. Nothing herein shall prohibit the EMS/Fire/Rescue Division from reassigning a bargaining unit employee from a 56-hour shift schedule to a 40-hour non-shift schedule (or vice versa); provided that the Division provides the bargaining unit employee with at least fourteen (14) calendar days written notice of such change.



## **ARTICLE 15 — TIME TRADES**

All bargaining unit employees covered hereunder shall be permitted to engage in Time Trades in accordance with existing Department policy applicable to Battalion Chiefs; provided, however, that no Time Trade shall result in interference with Departmental operations or additional costs to the County. Time Trades shall adhere to the following provisions:

1. Employees who become sick when scheduled to work a Time Trade shall have the time charged to their appropriate leave account.
2. There shall be no limitations on the duration of elapsed time between the affected work periods of employees involved in a Time Trade.
3. There shall be no limitation on the maximum time owed between employees.
4. The County shall have no responsibility to compensate any employee for time worked in connection with a Time Trade should either party default on his/her obligation, for any reason.
5. Employees shall retain sole responsibility for engaging in Time Trades, accounting for such trades, tracking time owed, and ensuring positions are covered.

## ARTICLE 16 — SENIORITY

Seniority, for the purpose of this Agreement, is determined exclusively by the affected employee's "time in grade" as an employee of Seminole County (and any other fire-rescue agency which the County has acquired), serving continuously in the position of Battalion Chief (and equivalent position with any other fire/rescue agency which the County has acquired) subject to the following provisions:

1. "Time in Grade" shall be determined based upon the date the employee was last promoted, appointed, demoted, or reclassified to the position or classification of Seminole County Battalion Chief or equivalent position with another fire/rescue agency which the County has acquired.
  - a. "Time in Grade" shall be the cumulative continuous time served in the position of Battalion Chief as an employee of Seminole County and equivalent position with another fire/rescue agency which the County has acquired from date of appointment to the current date.
  - b. Breaks in service as a result of Workers Compensation Leave, Leave Without Pay (not to exceed 180 days), and any type of leave utilized in conjunction with the Family Medical Leave Act shall be considered as continuous time served and will not negatively affect Seniority.
2. Members with more "Time in Grade" shall have higher Seniority than those with less "Time in Grade."
3. If two (2) or more members have the same appointment date, the member with the earliest date of hire with the Seminole County Department of Public Safety or a fire/rescue agency

which the County has acquired will be ranked ahead; if equal, members will be ranked by random draw.

4. For the purpose of this Agreement, Seniority shall only be of consideration where specified in a particular Article.

**ARTICLE 17 — LIGHT DUTY**

1. The current County policies and operations bulletins regarding light duty shall remain in effect for the term of this Agreement; provided that the following shall apply:
  - A. Light duty shall be at the discretion of the Fire Chief and shall only be available to employees who cannot perform their regular job due to on-the-job injury. (Under no circumstances shall work be “created” for the purpose of offering light duty.)
  - B. Light duty must be consistent with the physical limitations prescribed by a physician who has treated/examined the employee and is fully aware of the nature and details of the employee’s regular job duties.

## ARTICLE 18 — EXEMPT STATUS

1. The employees covered hereunder are exempt (salaried) employees, who, from time to time, are required to work before or after (or in addition to) their normal work schedule in order to perform their job duties.
  
2. As exempt employees, the employees covered hereunder are not entitled to overtime pay for the work described in paragraph 1 above; provided, however, that such employees are eligible to receive additional compensation for such work to the extent (and in the amount) prescribed by current Fire Rescue policy at a straight time rate and if the overtime exceeds six (6) hours. (Note: Upon approval of this agreement, the eight (8) hour period set forth in the Fire Rescue policy approved by the Board of County Commissioners will be reduced to the six (6) hours provided for herein.)

**ARTICLE 19 — SALARY**

1. Effective October 1, 2006 salary ranges for Battalion Chiefs shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
FY 06/07	49,501.00	82,500.00
FY 07/08	49,501.00	82,500.00

2. For fiscal year 07/08, each employee covered hereunder will be eligible for a merit increase from 0% - 6% (with a 4% average) and a 3% minimum for a rating of “good” or better. (Note: the parties acknowledge that merit raises and related raises for FY 06/07 were previously distributed and received and therefore are not included in this agreement.)

3. Effective October 1, 2006, each employee covered hereunder will receive a salary increase (to base pay) of \$6,750, or to the top (maximum) of the pay band with the remainder of the \$6,750 paid in a lump sum amount. Effective October 1, 2007, each employee covered hereunder will receive a salary increase (to base pay) of \$3,250, or to the top (maximum) of the pay band with the remainder of the \$3,250 paid in a lump sum amount.

**ARTICLE 20 — PAID TIME OFF LEAVE (PTO)**

1. Paid Time Off (PTO) for 40 hour shifts and 56 hour shifts for Battalion Chiefs in rank on the effective date of this agreement will be as follows:

PTO - Weekly Accrual

<u>Years of Service</u>	<u>40 Hour employee</u>	<u>56 Hour employee</u>
0 – 5	3.1	7.4
5+ - 10	3.6	8.8
10+ - 15	4.1	10.2
15+ - 20	4.6	11.6
20+	5.1	13.0

2. New Battalion chiefs (i.e., appointed after the effective date of this agreement) will not be eligible for PTO, but will continue on the annual leave / sick leave programs applicable to non-supervisory unit (Unit “A”) employees.

**ARTICLE 21 — MISCELLANEOUS POLICIES**

Holiday leave and pay, administrative leave, bereavement leave, maternity leave, catastrophic leave, military leave, jury/witness leave, employee recognition program, medical examinations, substance abuse testing, employee assistance program, line-of-duty injury pay, no-smoking policy, mileage allowance, compensation upon separation, uniform allowance, recertification, outside employment, and special events standby shall be governed by County policy and Fire Rescue operations bulletins.



**ARTICLE 22 — RETIREMENT**

Retirement benefits shall be governed by the provisions of the Florida Retirement System.

**ARTICLE 23 — INSURANCE**

Health and life insurance benefits, except as mandated by state law, shall be provided to bargaining unit employees in the same manner, levels and contributions, as all other County employees.

**ARTICLE 24— PHYSICAL AND MENTAL CONDITION**

Employees covered hereunder shall be physically and mentally capable of performing their job requirements and duty assignments as a condition of continued employment.

**ARTICLE 25 — LABOR-MANAGEMENT COMMITTEE**

1. There shall be a Labor-Management Committee comprised of three (3) elected officers of the Union or designees and three (3) County management officials. (The representatives of the County shall include the Deputy County Manager/County Administration, or designee, the Director of Public Safety, or designee, and the Human Resources Director.) This Labor-Management Committee shall serve both the employees in the bargaining unit covered hereunder and the employees covered by PERC Certification No. 920 (the non-supervisory bargaining unit). The Union's District Vice President, or designee, shall serve on this committee as one of the three Union representatives and shall represent the interests of the employees covered under this Agreement.
  
2. The Labor-Management Committee shall meet quarterly at times and places mutually agreed upon by the parties. The purpose of the meetings shall be to discuss employee relations and/or departmental operations matters of mutual concern to the parties. The meetings shall be "off-the-record" in nature and shall not involve collective bargaining or the resolution of grievances under this Agreement or County policy. Statements made or actions taken by either party at the Labor-Management Committee meetings shall be non-binding unless reduced to writing and mutually executed.

## **ARTICLE 26 — LIMITATIONS ON NEGOTIATIONS**

This Agreement represents the entire agreement of the parties on all wages, hours, and working conditions which have been negotiated or could have been negotiated under the provisions of the Florida Public Employees Relations Act. Neither party may reopen this Agreement during its term to renegotiate or add any item unless such item is mutually agreed upon in writing by and between the parties hereto.

## **ARTICLE 27 – WORKING OUT OF CLASSIFICATION**

If the member is temporarily appointed full time to a higher level position for more than 28 calendar days he/she will receive a temporary increase of 5% to his/her base pay or the minimum or the higher pay grade, whichever is more, but not to exceed the maximum of the higher salary grade, effective the first day of the temporary appointment.

## **ARTICLE 28 – SICK LEAVE BANK**

Effective with the execution of this agreement and upon mutual agreement of Local 3254 “A” Unit, members will become participants in the Firefighter Sick Leave Bank, subject to the provisions of Article XLV of the Agreement between the Seminole County Board of County Commissioners and Local 3254, “A” Unit. For the duration of this Agreement, members will not be eligible for participation in the County Sick Leave Bank, unless a member is currently withdrawing time from the County Sick Leave Bank upon execution of this agreement. In this case, once the affected member(s) have ceased withdrawing from the County Sick Leave Bank, he/she will transition to the Firefighters Sick Leave Bank.

## **ARTICLE 29 – ADMINISTRATIVE LEAVE**

1. The current county policies and operations bulletins regarding Administrative Leave as it applies to members, shall remain in effect, unless otherwise indicated within this Agreement, for the term of the Agreement.
2. Over the course of each fiscal year, exempt members may be granted administrative leave equivalent to one workweek.
3. New exempt members, or members promoted to exempt positions, who did not hold the position at the beginning of the fiscal year shall be eligible to receive 5/12 of a day per month for the remaining months within a fiscal year.
4. Members are required to arrange and obtain prior/advance approval of administrative leave.
5. Administrative leave shall not be used in increments of less than a quarter hour (fifteen (15) minutes).
6. Upon separation of employment, members will not receive payment for unused administrative leave.
7. Members may not receive payment in lieu of taking administrative leave.
8. Unused administrative leave shall be forfeited at the end of each fiscal year.



**ARTICLE 30 — DURATION OF AGREEMENT**

This Agreement shall be effective upon execution and shall thereafter continue in full force and effect until and including September 30, 2008. If the Board of County Commissioners does not fund any portion of this Agreement, the Agreement shall be administered in accordance with Section 447.309, Florida Statutes. Upon its expiration, this Agreement shall automatically be renewed from year to year, unless either party notifies the other that it desires to modify this Agreement. The notice of modify must be made in writing and sent to the other party by registered or certified mail, no later than April 1, 2008, or April 1 of any subsequent year, should the Agreement be automatically renewed. Furthermore, the notice to modify must include the title or titles of the Article or Articles the party serving notice wishes to add, alter, or amend. Upon timely receipt of the notice to modify, the other party shall have twenty (20) days within which to provide written notification (by registered or certified mail) of the title or title of the Article or Articles it wishes to add, alter, or amend. All Articles not specified in a timely initial notification to modify or a timely subsequent notification to modify shall automatically be placed in a new Agreement without change. Given timely notification to modify hereunder, negotiations will begin no later than May 15, 2008, or May 15 of any subsequent year, should the Agreement be automatically renewed.