

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Collective Bargaining Agreement w/Local 3254, International Association of Firefighters

DEPARTMENT: County Manager's Office **DIVISION:** _____

AUTHORIZED BY: J. Kevin Grace **CONTACT:** Sally Sherman **EXT.** 7225

Agenda Date 10/25/05	Regular X	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve ratification and authorize Chairman to execute contract between Seminole County Government and Seminole Professional Firefighters, Local 3254.

BACKGROUND:

On October 7, 2005, Firefighters Local 3254 approved the contract for a period from October 1, 2005 through September 30, 2008. Elements contained within the Contract are as follows:

- Conversion of Paid Time Off (PTO) to Annual Leave and Sick Leave, that was in effect prior to establishing a County-wide PTO policy.
- Pay ranges for Firefighters and Lieutenants increase annually on October 1st according to the following schedule:

	<u>Oct 1, 2005</u>	<u>Oct 1, 2006</u>	<u>Oct 1, 2007</u>
Firefighter	32,000 – 53,396	32,800 – 54,731	33,620 – 56,099
Lieutenant	38,440 – 64,319	39,401 – 65,927	40,386 – 67,575

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u>SS</u>
CM: <u>[Signature]</u>
File No. <u>RHR01</u>

- Paramedic Incentive will increase from \$5,500 to \$6,500 effective October 1, 2005; from \$6,500 to \$6,750 effective October 1, 2006, and from \$6,750 to \$7,000 effective October 1, 2007.
- Annual Salary increases for eligible employees will range from 0-6% (with a 4% average) for the three years (FY 05, FY 06, and FY 07) covered in this Contract.
- The Contract is valid through September 30, 2008 with automatic renewal unless either party notifies the other it desires to modify the Contract.
- County maintains management rights.
- Budgetary Impact: Including annual salary adjustments
 - FY 2005/06 \$1,704,000
 - FY 2006/07 \$3,167,000
 - FY 2007/08 \$4,142,000

A complete summary of articles opened is included to provide additional information on items that contained changes that were not substantive.

Also, included in this contract is the ability to participate in a voluntary PTO buyback program. Details related to the program will be presented later in this meeting.

Attachment:

- Bargaining Unit A Article Status Summary
- Local International Association of Firefighters Collective Bargaining Agreement

Bargaining Unit A
Opened Articles Summary
October 2005

Article	Title	Status
II	Recognition	No changes
III	Payroll deduction of dues	No changes
V	Wages	Per Contract
VI	Overtime	Position for position, i.e. firefighter for firefighter
VII	Working out of classification	Increased retro to first day
VIII	Sick / Catastrophic Leave	Will change with new sick leave policy
IX	Time Trades	Changed to address enroute employees and clarify Telestaff
X	Bereavement Leave	Clarify 56 & 40 hour employees
XII	Holidays	Added language to match county holidays
XV	Health Benefits	No changes
XVI	Vacancies and Promotions	No changes
XVII	Safety	Change policy to match practice
XVIII	Forecasted Leave Policy	Changed maximums on leave selection limits due to increase workforce (AS)
XXI	Effective Utilization of Personnel	No changes
XXII	Light Duty	Can grant light duty for non-job related injury if work available
XXIV	Jury / Witness Duty	No changes
XXV	Military Leave	No changes
XXVI	Voting / Elections	No changes
XXVII	Special Events Standby	No changes
XXVIII	Recertification	No changes
XXIX	Uniforms and Equipment	No changes
XXX	Compensation upon separation	Reference to county policy
XXXI	Mileage Allowance	No changes
XXXIII	Probationary Employees	No changes
XXXIV	Paid Time Off	Per Contract
XXXVIII	Grievance and Arbitration	Included division chiefs in grievance process
XL	Management Rights	No changes
XLII	Prevailing rights	No changes
XLIII	Line of Duty Injury Pay	Referenced Workers Compensation policy and added 40 hour employees
XLIV	Payroll Distribution	No changes
XLVIII	Employee Recognition	No changes
XLIX	Special Teams Incentive	Removed restrictions on # of SHOT team members
L	Duration of Agreement	Will change with ratification
LXX	Union Time Off	Not included in final contract

**LOCAL 3254
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**

**COLLECTIVE
BARGAINING
AGREEMENT**

October 2005

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I. PREAMBLE

A. 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."

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II. RECOGNITION

- A. The County recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No. 920. All other employees shall be excluded from the bargaining unit and shall not be covered by the terms of this Agreement.

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III. PAYROLL DEDUCTION OF DUES

- A. 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.

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IV. NON-DISCRIMINATION

- A. The current County policies regarding non-discrimination 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.

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V. WAGES

- A. Bargaining unit members who are on the payroll as of September 30, 2005, will have their pay increased by \$1,250.
- B. Effective October 1, 2005, the minimums and maximums of the classification covered hereunder shall be increased to the following:

<u>Firefighter</u>	
Minimum	Maximum
\$32,000	\$53,396

<u>Lieutenant</u>	
Minimum	Maximum
\$38,440	\$64,319

Effective October 1, 2005, each bargaining unit member whose annual pay is less than the new minimum shall be raised to the new minimum base pay respectively (i.e., the new minimum for Firefighter and Lieutenant classifications).

- C. Effective October 1, 2006, the minimums and maximums of the classifications covered hereunder shall be increased to the following:

<u>Firefighter</u>	
Minimum	Maximum
\$32,800	\$54,731

<u>Lieutenant</u>	
Minimum	Maximum
\$39,401	\$65,927

Effective October 1, 2006, each bargaining unit member whose annual pay is less than the new minimum shall be raised to the new minimum base pay respectively (i.e., the new minimum for Firefighter and Lieutenant classifications).

- D. Effective October 1, 2007, the minimums and maximums of the classifications covered hereunder shall be increased to the following:

<u>Firefighter</u>	
Minimum	Maximum
\$33,620	\$56,099

<u>Lieutenants</u>	
Minimum	Maximum
\$40,386	\$67,575

Effective October 1, 2007, each bargaining unit member whose annual pay is less than the new minimum shall be raised to the new minimum base pay respectively (i.e., the new minimum for Firefighter and Lieutenant classifications).

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For fiscal years 2005-2006, 2006-2007, and 2007-2008, each employee covered hereunder will be eligible for a merit increase from 0% - 6% (with a 4% average).

- E. Effective the first payroll period after October 1, 2005, the Paramedic incentive shall be increased from \$5,500 to \$6,500.
- F. Effective the first payroll period after, October 1, 2006, the Paramedic incentive shall be increased from \$6,500 to \$6,750.
- G. Effective the first payroll period after October 1, 2007, the Paramedic incentive shall be increased from. \$6,750 to \$7,000.
- H. The paramedic incentive shall be added to the bargaining unit member's hourly rate of pay.


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VI. OVERTIME

- A. Overtime hours and overtime compensation shall be defined and implemented as prescribed by the Fair Labor Standards Act and the applicable regulations issued by the United States Department of Labor.
- B. Employees who normally work a 56-hour average workweek shall receive 24 hours of additional straight time pay the first pay check issued in December. The intent of this pay is to compensate for the loss of regular overtime pay (3 hours per week) resulting from bargaining unit members using leave benefits.
- C. All hours worked by employees and all straight time compensation and overtime compensation shall be recorded, calculated, and paid in accordance with the provisions of the Fair Labor Standards Act and applicable United States Department of Labor regulations.
- D. The Division will pay 56-hour employees overtime on the basis of accumulated hours worked inclusive of Personal Day (birthday) beyond 106 hours in an adopted 14 workday period. The Division will pay 40-hour employees overtime for all hours worked in excess of forty hours in one week to include hours worked, holiday pay hours and Personal Day (birthday). Paychecks will be issued bi-weekly.
- E. Utilization of shift personnel to fill any position shall be at the sole discretion of management. On duty non-shift personnel will not normally be used for filling station duty assignments. Lieutenant positions will normally be filled utilizing Lieutenants.
- F. Utilization of overtime will be position for position.
 - 1. Lieutenant for Lieutenant
 - 2. Fire Fighter/Paramedic for Fire Fighter/Paramedic.
 - 3. Fire Fighter for Fire Fighter
- G. All personnel shall be subject to be "ordered to report for duty" in the event of a Department or Shift recall. All notified personnel shall report for duty. Release from duty shall be contingent on review of the specific circumstances by the shift supervisor. Upon approval of the shift supervisor, the employee can be released from duty. Any personnel not able to work must submit to their supervisor, no later than the next scheduled duty day, appropriate documentation substantiating what prohibited them from working.
- H. Employees who have accepted or who have been ordered to work overtime shall not be permitted to accept or pay any type of compensation from or to another employee for the opportunity to work or not work overtime.
- I. Non-shift personnel will be permitted to work overtime, however, they must have a minimum of eight (8) hours off before reporting for their regular duty assignment and they cannot work more than 48 consecutive hours.

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- J. The Overtime/Telestaff Procedure Operations Bulletin (#2004) shall remain in effect and cannot be modified unless the department and union mutually agree to the change.

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VII. WORKING OUT OF CLASSIFICATION

- A. If a member is temporarily appointed full time to a higher level position for more than thirty calendar days, the member will receive a temporary increase of 5% or the minimum of 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.

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VIII. SICK LEAVE

A. Accrual for Sick Leave

Sick leave for bargaining unit members shall be earned in accordance with the following:

56 Hour Bargaining Unit Employees

0 – 10 years (1-120th month)	10+ years (121st month)
24 hours per month	30 hours per month
288 hours per year	360 hours per year

40 Hour Bargaining Unit Employees

0 – 10 years (1-120th month)	10+ years (121st month)
8 hours per month	10 hours per month
96 hours per year	120 hours per year

B. Uses of Sick Leave

Eligible employees may use sick leave as earned subject to approval, and may be granted for the following purposes:

1. Personal illness or injury.
2. Personal illness or injury of member of the employee's immediate family (employee, spouse, minor children, and parents).
3. Medical or dental consultation or treatment of the employee, employee's spouse or employee's minor child(ren).
4. Temporary disability.
5. Death of a member of the employee's family.

Note: Family shall mean: Father, Mother, Brother, Sister, Wife, Husband, Son, Daughter, Daughter-in-Law, Son-in-Law, Father-in-Law, Mother-in-Law, Stepfather, Aunt, Uncle, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Grandfather, Grandmother, Grandchild, Foster Child or Guardian, Brother-in-Law, Sister-in Law.

C. Proof of Illness

1. A doctor's statement as proof of illness may be required if sick leave involves 3 or more consecutive shifts (extends beyond 3 consecutive workdays for 40 hour employees) or if the immediate supervisor has reasonable cause to doubt the actual illness of the employee or the employee's immediate family. (See the Department Overtime/Telestaff Operations Bulletin for clarification).

D. Payment of Sick Leave Upon Separation

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1. Employee must submit written resignation no less than 7 calendar days prior to the effective date of separation.
2. Employee is separated in good standing.
3. Payment shall be based upon the employee's regular rate of pay at the time of separation.
4. Based on Years of Service
 - a. After 3 years of service, employee may be paid for unused accrued sick leave hours at the rate of 20% or 80 hours, whichever is less; or
 - b. After 10 years of service, employee may be paid for unused accrued sick leave hours at the rate of 20% or 120 hours, whichever is less; or
 - c. After 20 years of service, employee may be paid for unused accrued sick leave hours at the rate of 20% or 160 hours, whichever is less.

E. Restrictions on Sick Leave

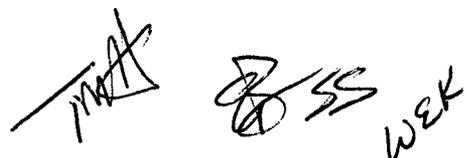
1. Charges for sick leave shall be made in no less than one-half hour increments.
2. Sick leave shall not be earned by an employee while on leave without pay status when the employee is in a non-pay status during an entire payroll cycle.
3. Employees terminated for cause are not eligible for payment of sick leave upon termination.
4. Sick leave cannot be taken until earned/accrued.

F. Sick Leave will not be granted for:

1. Nursing services for the employee's family when such service can be supplied by others on a paid or unpaid basis.
2. Child care unrelated to illness for the employee's children following the termination of a disability maternity leave or in conjunction with an adoption.
3. Day care unrelated to illness for a member of the employee's family.
4. In place of annual leave.
5. Housekeeper services.

G. Implementation of the Sick Leave Policy

1. All catastrophic leave as of October 1, 2005, will be converted to sick leave and all eligible employees shall begin earning/accruing sick leave according to the schedule and provisions in this contract, effective October 1, 2005.



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IX. TIME TRADES (SHIFT EXCHANGES)

- A. Employees covered hereunder shall be permitted to engage in time (shift) trades in accordance with existing departmental policy; provided, however, that no time (shift) trade shall result in interference with departmental operations or additional costs to the County unless the employee is en-route from a previous duty assignment.
1. All time (shift) trades shall be between members of the same position:
 - a. Lieutenant for Lieutenant.
 - b. Firefighter /Paramedic for Firefighter /Paramedic.
 - c. Firefighter for Firefighter.
 2. It is the reporting-for-duty employee's responsibility to report to the location at which the employee that is trading time is located. When overtime is required to be paid as a result of employee tardiness, the late employee shall have the time charged to "Absent Without Pay" unless the late employee is en-route from a previous duty assignment.
 3. Employees who become sick when scheduled to work a time (shift) trade shall have the time charged to their appropriate leave account.
 4. Employees who become sick and cannot fulfill their time (shift) trade obligation shall be required to provide proof of illness as a condition precedent to receipt of sick leave.
 5. The time trade will be entered into Telestaff by both time trading participants.
 6. Notwithstanding the provisions of this Article, the Battalion Chief and/or Lieutenant shall reserve the right to deny time trades for any reason he/she deems appropriate.
 7. An employee cannot owe more than 72 hours as a result of time (shift) trades.
 8. Approved leave may be taken in lieu of actually working a time trade, so long as normal approval procedures for sick time, annual leave, or PTO (Paid Time Off) are followed.
 9. Non-shift employees will not be permitted to engage in time (shift) trades.



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X. BEREAVEMENT LEAVE

- A. Members may, upon request, be granted up to 56 hours or 40 hours (whichever is applicable and corresponds to their work schedule) of bereavement leave with pay within a fiscal year due to death in his/her immediate family. Such request must be approved by the department director. Immediate family shall mean Father, Mother, Brother, Sister, Wife, Husband, Son, Daughter, Daughter-in-Law, Son-in Law, Father-in-Law, Mother-in-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Grandfather, Grandmother, Grandchild, Foster Child or Guardian, Brother-in-Law, Sister-in-Law.



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XI. MATERNITY

- A. The current County policies and operations bulletins regarding maternity leave shall remain in effect for the term of this Agreement.
- B. The current Operations Bulletin regarding Temporary Re-assignment of Pregnant Fire/Rescue employees shall remain in effect for the term of this Agreement with the following revisions:
 - 1. The pregnant employee may remain on active EMS/Fire/Rescue duty if the employee presents written medical documentation supporting an unrestricted fitness for duty release from attending physician. Seminole County reserves the right to refer the medical records of the employee to the County Physician for confirmation of unrestricted fitness for duty evaluation. In the event of a conflict between physicians and the County, at County expense, the County may refer the employee to a third physician mutually agreed upon by the County physician and the employee's physician.



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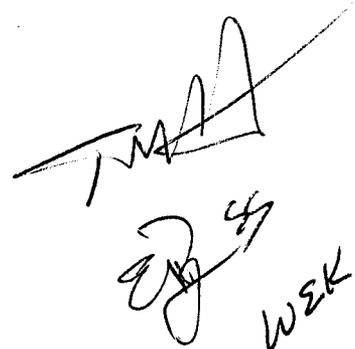
XII. HOLIDAYS

A. SHIFT PERSONNEL

1. The current County policies and operations bulletins regarding holiday leave shall remain in effect for the term of this Agreement. Should the Board of County Commissioners substitute a different holiday for a holiday presently designated, such substitution shall apply to the employees covered hereunder.
2. Employees shall be eligible for holiday pay based on the official holiday in lieu of the Board of County Commissioners' designated authorized holiday.
3. Employees who are required to work are eligible for holiday pay for time worked based on the official holiday in lieu of designated holiday.
4. If a holiday is observed on a day which is a regularly scheduled day off for the member, he/she will receive an additional eight hours of straight time pay.

B. NON-SHIFT PERSONNEL

1. The current County policies and operations bulletins regarding holiday leave shall remain in effect for the term of this Agreement. Should the Board of County Commissioners substitute a different holiday for a holiday presently designated, such substitution shall apply to the employees covered hereunder.



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XIII. APPENDICES AND AMENDMENTS

- A. 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.



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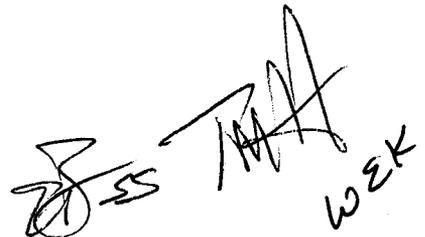
XIV. WORK SCHEDULES

- A. Bargaining unit member's workday and work period for payroll, benefits, overtime and compensatory time purposes will be calculated as follows for the term of this Agreement.
1. Official work period: 56 average hours per week.
 2. Official workday for benefit calculations: 24 hour shift.
 3. Hours of workday, workweek: 24 hours on 48 hours off equal 56 average hours per week.
 4. Overtime compensation, after an accumulation of 106 actually worked hours in accordance with Article VI "OVERTIME."
- B. Nothing contained herein shall prohibit the EMS/Fire/Rescue Division from temporarily reassigning any bargaining unit employee from a 56 hour (24 on 48 off) shift schedule to a 40 hour non-shift schedule. For the period of such temporary assignment the employee's benefits shall be calculated and accrue in the same manner as those of 40 hour non-shift scheduled employees.
- C. Nothing contained in this Article shall restrict the EMS/Fire/Rescue Division from changing starting and quitting times within the framework of a 24 hour on 48 hour off (56 hours) shift schedule.
- D. Lieutenant/EMS and Lieutenant/Training positions are considered to be 40 hour positions.

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XV. HEALTH BENEFITS

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



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XVI. VACANCIES AND PROMOTIONS

- A. The current County Policies and Operations Bulletin (#02020) "Promotional Candidate Selection Procedure-Fire Lieutenant," regarding vacancies in and promotions to bargaining unit positions shall remain in effect for the term of the Agreement.

- B. The Promotional Candidate Selection Procedures Operations Bulletin (#02020) shall remain in effect and cannot be modified unless the department and union mutually agree to the change.

XVII. SAFETY

- A. The current County policies and operations bulletins regarding safety shall remain in effect for the term of this Agreement; provided, however, that modifications to safety practices and procedures implemented on a County-wide basis (i.e., for all County departments and employees) shall apply to the employees covered hereunder.
- B. The County shall comply with all current local, state and federal laws pertaining to safety in the workplace during the term of this Agreement.

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XVIII. FORECASTED LEAVE POLICY AND PROCEDURES

- A. The current County policies regarding forecasted leave shall remain in effect for the term of this Agreement; provided, however, the following policies and procedures shall apply to the selection of forecasted leaves:
1. Two forecasted leave selection lists shall be developed no later than the second week of August. Selection of forecasted leave shall occur during the third or fourth week of August, insofar as possible.
 - a. The first list shall contain the names of all shift Lieutenants in order by seniority.
 - b. The second list shall contain the names of all shift Firefighters in order by seniority.
 2. Personal Day (Birthday) will be entered on the forecasted leave calendar on the birth date or the first duty day after the birth date if it does not fall on a duty day or if it falls on a Holiday. Personal Day (Birthday) will not be entered onto the calendar on the same day as another Official County Holiday except at the request of the employee. Personal Day (Birthday) will be considered to be part of a consecutive leave request.
 3. An opportunity will be given to each Lieutenant in sequence following the forecasted leave list to select forecasted leave. Hours selected must be consecutive and not exceed the maximum number of lieutenants allowed off.
 4. After all Lieutenants have picked their initial hours an opportunity will be given to each Lieutenant in sequence to place any other time on the forecasted leave calendar without exceeding the maximum number of lieutenants allowed off.
 5. After all Lieutenants have had an opportunity to select their forecasted leave, firefighters will be given the opportunity to select in sequence, following the forecasted leave list, to select forecasted leave. Hours selected must be consecutive and not exceed the maximum number of shift personnel allowed off.
 6. After all Firefighters have had an opportunity to select their initial hours an opportunity will be given to each Firefighter in sequence to place any other time on the forecasted leave calendar without exceeding the maximum number of shift personnel allowed off.
 7. It is the employee's responsibility to provide to the person compiling the information for the forecasted leave calendar his/her leave selections to use when the selection process is conducted.

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B. LEAVE SELECTION LIMITS

1. A maximum of eight (8) Lieutenants will be allowed on forecasted leave at any one time.
2. A maximum of twenty-four (24) bargaining unit personnel per shift will be allowed on forecasted leave at any one time.
3. The Fire Chief may approve leave beyond these limits at his discretion.
4. Non-shift employees do not count as part of the forecasted leave restrictions, nor will they be required to forecast accrued leave with shift personnel.
5. Forecasted leave include any combination of authorized leaves, to include Personal Day (Birthday), annual leave, paid time off, work life day and service recognition day or leave earned pursuant to the employee recognition program.

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XIX. SAVINGS CLAUSE

- A. 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.

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WEX

XX. WORK STOPPAGES

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

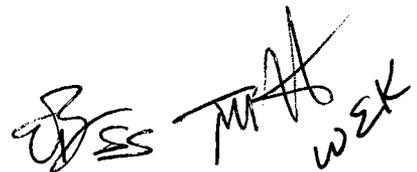
1. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the County. Nothing herein shall restrict the County from levying different disciplinary actions against different employees based on their involvement 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's 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.

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XXI. EFFECTIVE UTILIZATION OF PERSONNEL

- A. All personnel, Lieutenants and Firefighters can be required to float. When it becomes necessary for a vacancy to be filled, a Lieutenant having more personnel than needed for unit staffing, as determined by the shift supervisor, assigned to his/her station will be responsible to recommend to the Battalion Chief which employee assigned to his/her station will float to fill the vacancy. The station Lieutenant shall consider operational efficiency in making his/her recommendation. The least senior station person shall be considered first; but if conditions warrant, a more senior person may float. The Battalion Chief shall take into consideration the experience and expertise of the employee and the needs of the station to which the employee is being floated before approving the recommendation of the station Lieutenant.
- B. When it becomes necessary for a vacancy to be filled by a Lieutenant, the least senior Lieutenant shall be considered first, but if conditions warrant, a more senior Lieutenant may float.
- C. A more senior Lieutenant can request to float but must continue to float until an additional position is authorized or another Lieutenant volunteer's to float, or a new Lieutenant is promoted.
- D. Lieutenants serving a probationary period will not be used to float. Probationary Lieutenants will be assigned to a station and the next least senior Lieutenant will be considered the least senior Lieutenant for floating purposes.
- E. A new employee that is not prepared to function as a member of a two-person crew shall not float. Employees not qualified to float can be assigned a new duty assignment if circumstances warrant.
- F. Satisfactory completion of a minimum of three months from date of hire will permit the employee to be assigned to fulfill department needs. The criteria "satisfactory" completion will include:
 1. Successful completion of at least the first and second quarter probationary training assignments.
 2. The ability of an employee to function as member of a two-person crew, as documented by a written recommendation from the employee's Lieutenant, releasing the individual for unrestricted duty. Unrestricted duty denotes that the individual is able to:
 - a. Be assigned to another duty station as needed.
 - b. Engage in time trades.
 - c. Work overtime assignments.
 3. A maximum of one time trade; not to exceed 24 hours, may be approved during an employee's restricted duty time.

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XXII. LIGHT DUTY

A. Light Duty (On-the-Job Injury)

1. Light duty shall be at the discretion of the Fire Chief and only available to employees who cannot perform their regular job due to an on-the-job injury. Light duty work may include an assignment in any County Department.
2. Light duty shall only be offered where the Fire Chief determines that there is productive work available. Under no circumstances will work be "created" for the purpose of offering light duty.
3. Light duty must be consistent with the physical limitation prescribed by the physician who has treated/examined the employee and is fully aware of the nature and details of the employee's regular job duties.

B. Light Duty (Off Duty Injury or Illness)

1. Light duty will be considered after the employee's leave has been exhausted if the injury was off duty or due to illness (not job related).
2. If a bargaining unit employee cannot perform his/her regular job duties due to an off duty injury or illness, the Fire Chief, in his/her discretion, may offer such an employee light duty work subject to the conditions set forth in paragraphs A (1-3) above. The nature and duration of any such light duty work shall be within the discretion of the Fire Chief.
3. Except as otherwise required by law, employees injured or becoming ill in the line-of-duty shall have preference over employees injured or becoming ill off duty with respect to light duty assignments.

EPSS TMAH WSK

XXIII. SENIORITY

A. The current County policies and operations bulletins regarding seniority shall remain in effect for the term of this Agreement. Seniority for the purposes of departmental operations, e.g. overtime list, order-in list, forecasted leave list, shall be determined as follows:

1. Seniority shall be by rank.
2. Seniority shall be determined based upon the date the employee was first appointed to the classification or equivalent classification. Time served in higher classification within the Seminole County Public Safety Department shall be cumulative to seniority in lower classification. Seniority for an employee who voluntarily or involuntarily is demoted and subsequently is promoted again shall begin with the effective date of the second promotion. If two (2) or more employees have the same appointment date, the employee with the earliest date of hire with the Department of Public Safety will be ranked ahead; if equal, the employee with the earliest date of hire by Seminole County will be ranked ahead; if equal, employees will be ranked by random draw.

JKSS *MAH* *W3K*

XXIV. JURY/WITNESS DUTY

- A. The current County policies and operations bulletins regarding jury/witness duty will remain in effect for the term of this Agreement.

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WZK

XXV. MILITARY LEAVE

- A. The current County policies and operations bulletins regarding military leave will remain in effect for the term of this Agreement.

ESS *TAK*
WEK

XXVI. VOTING/ELECTIONS

- A. The current County policies and operations bulletins will remain in effect for the term of this Agreement.

8/55 TWAH
WEK

XXVII. SPECIAL EVENTS STANDBY

- A. The current County policies and operations bulletins regarding special events/standby shall remain in effect for the term of this Agreement; provided, however, that the County shall be under no obligation to participate or engage in special events standby assignments.

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ESS TWA
WEX

XXVIII. RECERTIFICATION

- A. The current County policies and operations bulletins regarding recertification shall remain in effect for the term of this Agreement.

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XXIX. UNIFORMS AND EQUIPMENT

- A. The current County policies and operations bulletins regarding uniforms and equipment shall remain in effect for the term of this Agreement; provided, however, that the County shall retain the right to regulate and/or restrict the use of uniform items where such items are provided by the County.

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WZK

XXX. COMPENSATION UPON SEPARATION

- A. The current County policies and operations bulletins regarding compensation upon separation will remain in effect for the term of this Agreement.
 - 1. Retirement from employment will follow the State of Florida retirement guidelines.
 - 2. Layoffs will follow County Personnel Policies 314.0.
 - 3. Retirement benefits will be provided as included in the Awards and Recognition program.

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WEX

XXXI. MILEAGE ALLOWANCE

- A. The current County policies and operations bulletins regarding mileage allowance shall remain in effect for the term of this Agreement.

*ESS TMA
WEK*

XXXII. SUBSTANCE ABUSE TESTING

- A. The current County policies and operations bulletins regarding, substance abuse testing will remain in effect for the term of this Agreement.

*MISS TMAA
WEK*

XXXIII. PROBATIONARY EMPLOYEES

- A. The current County policies and operations bulletins regarding probationary employees shall remain in effect for the term of this Agreement. New hire probationary employees shall be deemed "at will" employees and shall have no grievance or appeal rights under County policy and/or the provisions of this Agreement.
1. New Hire probationary employees shall serve a twelve (12) month probationary period.
 2. Employees serving a probationary period as a result of a promotion shall serve a six (6) month probationary period.

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WEEK

XXXIV. ANNUAL LEAVE

A. Accrual of Annual Leave

1. Annual leave for bargaining unit members shall be earned in accordance with the following:

Years of Employment – Accrual Rate

Schedule	0-5 years (1 st - 60th month)	6-10 years (61 st -120th month)	11-15 years (121 st -180th month)	16+ years (181st month)
56 - hour	14 hours per month 168 hours per year	20 hours per month 240 hours per year	26 hours per month 312 hours per year	32 hours per month 384 hours per year
40 - hour	8 hours per month 96 hours per year	10 hours per month 120 hours per year	12 hours per month 144 hours per year	14 hours per month 168 hours per year

B. Uses of Annual Leave

1. Eligible employees may use annual leave as earned, subject to supervisor approval. Leave may be granted for the following purposes:
 - a. vacations;
 - b. absences for transactions of personal business, which cannot be conducted during off-duty hours;
 - c. holidays other than those officially designated by the Board of County Commissioners;
 - d. uncovered portions of sick leave, if such leave has been exhausted;
 - e. other absences not covered by another type of leave.

C. Illness During Annual Leave

1. Eligible employees who become ill or suffer an injury while absent on approved annual leave may submit a request to their Division Chief to charge their sick leave rather than annual leave balance.
2. It is the employee's responsibility to submit a written request to their Division Chief. A physician's note identifying day(s) the employee was under medical care must be submitted within 2 shifts of return to work.
3. The Division Chief shall make a final determination, in writing, within 3 calendar days of receipt of the employee's request regarding leave record deductions. Human Resources will be provided a copy of this determination to make necessary adjustments to leave records.

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D. Payment of Annual Leave Upon Separation

1. Eligible employees may be eligible for a lump sum payment of their unused annual leave upon separation according to the following:
 - a. Employee has completed the probationary period.
 - b. Employee submits written resignation no less than 7 calendar days prior to the effective date of separation.
 - c. Employee is separated in good standing.
 - d. Payment shall be based upon the employee's regular rate of pay at the time of separation.
 - e. Payment of unused annual leave upon separation shall not exceed 480 hours.
 - f. After employees are paid out vested vacation and sick leave, they may supplement their maximum payout with additional PTO hours, if available, not to exceed 960 hours.
 - g. Bargaining unit members participating in the Florida Retirement System Deferred Retirement Option Program (DROP) may receive payments of all unused accrued leave up to a maximum of 500 hours upon entering the DROP. The hours paid out at that time shall be deducted from maximum number of hours which may be paid out at the time bargaining unit members separates.

E. Restrictions on Annual Leave

1. Charges for annual leave shall be made in one-half hour increments.
2. Annual leave shall not be earned during a leave without pay or when an employee is in a non-pay status during an entire payroll cycle.
3. Employees terminated for cause shall not be eligible for payment of leave upon termination.
4. Annual leave may not be taken until earned/accrued.

F. Conversion to Annual Leave

1. Effective October 1, 2005, Paid Time Off (PTO) accruals for all bargaining unit employees will cease and the annual leave according to the schedule and provisions of this contract will commence.

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G. Paid Time Off (PTO) Buy- back

1. Fifty-six (56) hour employees may receive payment of up to 56 hours of Paid Time Off (PTO) leave if they maintain a balance of at least 336 hours of annual (vacation) and/or sick leave and/or PTO. Forty (40) hour employees may receive payment up to 40 hours if they have a balance of at least 240 hours of annual (vacation) and/or sick leave and/or PTO. Such payment will be processed, if requested by the employee during the first quarter (October 1 to December 31) of the following fiscal year.
2. Effective October 1, 2005, a voluntary buy-back of PTO hours by some discounted amount (determined in the annual budget process) will be in effect. This buy-back will be seniority based.

H. PTO balances earned prior to October 1, 2005 will be retained at the rate of an hour for hour and can be used in lieu of annual leave and/or sick leave.

XXXV. EMPLOYEE ASSISTANCE

- A. The current County policies and operations bulletins regarding the employee assistance program shall remain in effect for the term of this Agreement; provided, however, that the County shall retain the right to put out for bid the departmental employee assistance program and obtain an employee assistance program based on an assessment of the cost and benefits involved.



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XXXVI. CALL BACK PAY

- A. Call back pay is provided to compensate employees required to return to work after completing a regularly assigned shift. Eligibility for call back pay is as follows:
1. Any employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call back pay.
 2. Employees required to return to work two (2) hours or less prior to his/her regularly scheduled starting time shall be paid for the actual time worked.
 3. Any employee who is on duty and is instructed and assigned to return to work or remain on duty shall be ineligible for call back pay but eligible for compensation at the appropriate rate of pay.
 4. Employees required to continue working after completion of his/her regularly scheduled shift shall be ineligible for call back pay but eligible for compensation at the appropriate rate of pay.
 5. Any employee eligible for call back pay shall be paid for the actual hours worked, with a minimum guarantee of two (2) hours of pay.

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XXXVII. RULES AND REGULATIONS

- A. 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.
1. 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 post at each fire station, the training bureau, and the Administration Building the new (or amended) rule, regulation, policy, procedure, or operating bulletin. "Posting" may be accomplished through electronic mail, telecommunication, bulletin board posting, or any other appropriate means.
 2. 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.

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XXXVIII. GRIEVANCE AND ARBITRATION

- A. 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.
- B. A "grievance" is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. 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. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. The County need not entertain or process any dispute, claim or complaint or other matter not meeting this definition.
- C. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's Division Chief 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 Division Chief shall forward a copy of the grievance to the appropriate Assistant Chief and the Fire Chief. The grievance shall be signed by the employee or the union 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 Division Chief 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 Assistant Chief, the Fire Chief, and the Director of Human Resources.

STEP 2: Any grievance which cannot be satisfactorily settled in Step 1 above shall then be taken up with the Fire Chief or his/her 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 Division Chiefs 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 Assistant Chief, and the Director of Human Resources.

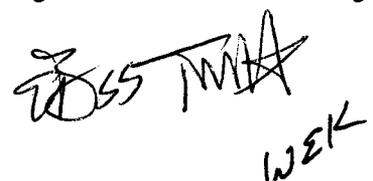
STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the Director of Public Safety or his/her designee. The grievance as specified in writing in Step 1 above shall be filed with the Director of Public Safety within seven (7) calendar days after the due date for

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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.

STEP 4: Any grievance which cannot be satisfactorily settled in Step 3 above shall then be taken up with the County Manager or his/her 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 Director of Public Safety and the Director of Human Resources.

- D. 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 County Personnel Policies 801, provided that such procedure is timely invoked after the issuance of the County Manager's decision.
- E. 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.
- F. 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.
- G. 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,



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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.

- H. 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.
- I. 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. Any retro active wages resulting from the arbitrator's decision shall be limited to the twenty-eight (28) calendar day period immediately preceding the filing of the grievance in Step 1.
- J. It is agreed with respect to this grievance and arbitration procedure that:
 - 1. 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).
 - 2. 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.
- K. Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.
- L. Non dues-paying bargaining unit employees may avail themselves of all of the procedures under this Article.



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XXXXIX. PHYSICAL AND MENTAL CONDITION

- A. In accordance with current County Policies and Operations Bulletins, employees covered hereunder shall be physically and mentally capable of performing their job requirements and duty assignments.

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WEX

XL. MANAGEMENT RIGHTS

- A. The County reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this agreement.
- B. The Union and the employees under this Agreement recognize and agree that the County has the sole and exclusive right, except as specifically provided for in this Agreement, 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:
1. Determine the purpose and organizational structure of the Fire Service;
 2. Decide the scope of service to be performed and the method of service;
 3. Set minimum performance standards for service to be offered to the public;
 4. Change, modify or alter the composition and size of the work force, including the right to layoff employees because of lack of work, funds, or other legitimate reasons;
 5. Schedule and assign employees and determine the size and composition of the, workforce;
 6. Assign overtime work to employees in accordance with overtime procedures;
 7. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
 8. Hire (including the right to refrain from hiring) and/or otherwise determine the criteria and standards of selection for employment (including minimum qualifications);
 9. Fire, demote, suspend or otherwise discipline in accordance with the County 's Code of Conduct and Disciplinary Policy Attachment 2 (note: the County Disciplinary Action Procedures do not apply to bargaining unit employees);
 10. Promote and/or otherwise establish criteria and/or procedures for promotions in accordance with current County policy and determine the number and types of positions as well as the number and types of positions in each classification;
 11. Transfer and assign employees in positions within the organizational structure of the Fire Services;
 12. Recall employees in accordance with established County recall procedures;
 13. Determine the allocation and content of job classifications, and determine all training parameters for all Fire Service positions including persons to be trained and the extent and frequency of training.

ESS *IMH* *WEK*

14. Create, expand, reduce, alter, combine, or cease any job and/or merge, consolidate, expand curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, due to lack of funds or other legitimate financial or operational reasons;
 15. Determine the number, location, and operation of all fire stations, division, and units;
 16. 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;
 17. Contract and/or subcontract any existing or future work whenever the County 's operational and /or financial interests make such action advisable;
 18. Require any and/or all bargaining unit employees 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 unable to perform any or all of his assigned job duties;
 19. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- C. The above rights of the County are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the County in its general capacity as management. Any of the rights, powers, and authority that the County had prior to entering into this collective bargaining agreement are retained by the County.
- D. 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.
- E. If, in the sole discretion of the County Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, storm conditions (e.g., hurricane), or any similar catastrophe, the provisions of this Agreement may be suspended by the County Manager during the time of the declared emergency; provided that wage rates and monetary fringe benefits shall not be suspended.

TMA

ESS WEK

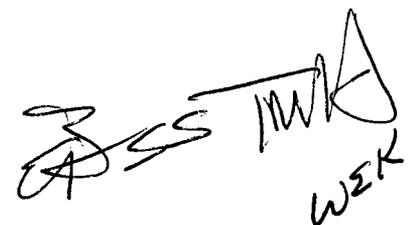
XLI. SMOKING POLICY

- A. The current County policies and procedures and operations bulletins regarding the Smoking Policy shall remain in effect for the term of this Agreement, except that effective 60 days after execution of this agreement, employees hired on or after October 1, 1989 shall not be permitted to use tobacco or tobacco products, on duty, during their employment tenure with the EMS/Fire/Rescue Division.
 - 1. Employees found not to be in compliance with the No Smoking Policy shall be subject to discipline.

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SS [Signature] WEX

XLII. PREVAILING RIGHTS

- A. The rights, privileges, and working conditions of employees covered hereunder shall be limited to those specifically set forth in this Agreement, Department Policies, County Personnel Policies, and any amendments made thereto pursuant to the provisions of this Agreement.



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XLIII. LINE-OF-DUTY INJURY PAY

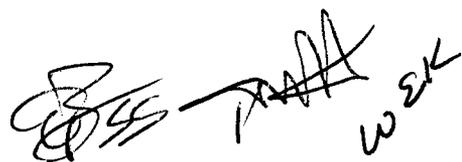
- A. The current policies and procedures regarding Line-of-Duty Injury pay shall remain in effect for the term of this Agreement.
1. Payment of workers' compensation benefits shall be made in accordance with FSS 440 and as amended.
 2. Normal (regular) pay, for purposes of workers' compensation supplemental benefits (i.e. annual leave, PTO or sick leave as appropriate), is defined as the employee's salary as if the employee worked the normal 14 day work schedule, e.g., 106 straight hours plus 6 hours overtime or non-shift employee worked the normal 14 day work schedule, e.g. 80 straight hours.
 3. Employees removed from active duty, by County Physician, during the course of annual physical or special physical, for treatment and/or further testing, shall utilize sick leave if such absence is not compensable under workers' compensation regulations or unless it is determined the County physician's concerns were in error, then the leave shall be reinstated.



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XLIV. PAYROLL DISTRIBUTION

- A. Bargaining unit employees shall be paid on a bi-weekly payroll schedule. All hours worked by the employee and approved leave time shall be recorded, calculated and paid for each day of the payroll schedule. The bi-weekly payroll schedule begins with and shall parallel the 14-day pay cycle.
- B. Payroll checks and/or payroll stubs shall be distributed through the U. S. Post Office to the employee's mailing address listed in the official personnel record. Mailing shall occur on the Friday following the end of the bi-weekly period. Employees are encouraged to enroll in direct deposit of paychecks. Replacement of lost checks shall be in accordance with procedures established by the Clerk of Circuit Court. As required for payroll audit purposes, mailing of payroll checks may be substituted by personal distribution of payroll checks and/or stubs.
- C. The county shall provide an opportunity to bargaining unit employees to request an exemption to the mailing of payroll checks. The employee shall submit a written notice to the Fire Chief of such request. The notification shall be irrevocable for 30 calendar days.
- D. Payroll checks and/or payroll stubs will be available for distribution to employees at or near the Public Safety Administration Building during the following times:
 - 1. Thursday 4:00 p. m. to 5:00 p. m.
 - 2. Friday 8:00 a. m. to 10:00 a. m.
 - 3. Tuesday 8:00 a. m. to 10:00 a. m.
 - 4. Other appropriate times as necessary to accommodate holidays.
- E. All payroll checks not picked up by Tuesday 10: 00 a. m. will be distributed through the U.S. Post Office to the employee's mailing address listed in the official personnel record.

 WSK

XLV. SICK LEAVE BANK

- A. A Firefighters' sick leave bank for bargaining unit employees shall be established through voluntary donations of sick leave hours from bargaining unit employees. The Firefighters' sick leave bank must maintain a balance of 672 hours.
- B. Eligibility to contribute sick leave hours shall be the same as prescribed as the County's sick leave bank in Personnel Policy 502.0, except the maximum contribution per year shall be fifty-six (56) hours and the minimum contribution shall be eight (8) hours and contributions must be made in eight-hour increments.
- C. Receipt of workers' compensation benefits for part-time or full-time outside County employment shall not exclude eligibility for Sick Leave Bank withdrawal provided that such benefits do not include payment/reimbursement of loss of County wages and the employee had, prior to the injury, received approval for outside employment in accordance with County and Department Policies and Procedures, and the employee had complied with all State regulations for maintenance of workers' compensation insurance. The employee cannot voluntarily defer or decline workers' compensation benefits in order to obtain or receive sick leave bank benefits.
- D. Withdrawals from the Firefighters' sick leave bank are limited to a total of 720 hours per twelve-month period, per employee.
- E. All bargaining unit members (permanent full-time or probationary with six (6) months service or longer) shall be eligible to request consideration to withdraw sick leave hours from the firefighters' sick leave bank.
- F. Bargaining unit employees shall not be eligible to contribute and/or withdraw sick leave hours from the County's sick leave bank.
- G. The Firefighters' Sick Leave Bank Review Committee shall be composed of five (5) members, three (3) of which must be bargaining unit members: two (2) committee members shall be appointed by Local 3254, two (2) Committee members by the Fire Chief and one (1) Committee member by the County Manager. The members shall serve staggered 24-month terms. Appointments shall commence on January 1st of odd years.
- H. The Firefighters' sick leave bank review committee may recommend policy changes for review by Local 3254 and the County Manager and adoption by the mutual agreement of the Board of County Commissioners and Local 3254.

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XLVI. DISCIPLINE AND DISCHARGE

- A. Suspension, demotion, termination, or any other disciplinary action shall be in accordance with the Code of Conduct and Disciplinary Action Policies set forth in the County's Personnel Policies 400-004 and 400-009. (Identified as Attachment 2)

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XLVII. LABOR MANAGEMENT COMMITTEE

- A. 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/Administration, or designee, the Director of Public Safety, or designee, and the Employee Relations Director.)

- B. 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 meetings shall be non-binding unless reduced to writing and mutually executed.

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XLVIII. EMPLOYEE RECOGNITION

- A. The Employee Recognition Program, including the Service Recognition and the Achievement Awards, shall apply to the Bargaining Unit Members effective with the 1999 program, i.e., service anniversaries and achievement awards completed in 1998.

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XXLIX. SPECIAL TEAMS INCENTIVE

- A. The Department of Public Safety has implemented a certification program for a Special Hazards and Operations Team (SHOT) and a Flight Medic Team. The size of special teams, selection and removal of special team members, training requirements and all other matters concerning special teams including recertification requirements will be determined by the Fire Chief.
1. The Department of Public Safety will pay an incentive to recognized members of the Special Hazards and Operations Team and Flight Medic Team.
 2. Non-bargaining unit employees and employees from other agencies or departments may be approved to be recognized members of the Seminole County SHOT or Flight Medic Team. Seminole County shall have no responsibility to provide incentive pay or any other compensation for non-county employees.
 3. The rate of incentive to be paid to each individual will be dependent on the level of training satisfactorily completed by the special team member. If an employee is a member of the SHOT and Flight Medic Team he or she will be eligible for only one special team incentive, whichever is greater. Incentive pay will be paid to team members during the entire period of his/her assignment to the Team.
 4. Special Hazards and Operations Team education requirements consist of courses in hazard materials, technical rescue and dive rescue. Flight Medic Team educational requirements consist of courses in flight operations. A list of department approved courses will be maintained. Note: For hazmat requirements, only one class from each area will count towards incentive pay.

Special Hazards and Operations Team incentive rates:

- a. No incentive pay for less than 125 hours of approved SHOT training.
 - b. \$0.25 per hour for 125 hours to 274 hours of approved SHOT training.
 - c. \$0.50 per hour for 275 hours to 449 hours of approved SHOT training.
 - d. \$0.75 per hour for 450 hours to 575 hours of approved SHOT training.
 - e. \$1.00 per hour for 576 and more hours of approved SHOT training.
5. These incentive rates for Special Hazards and Operations Team are not cumulative. The team member will receive the hourly rate incentive commensurate with the number of hours of approved SHOT training completed and approved by the Fire Chief. EMS/Fire/Rescue Division employees will



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receive credit for all approved training (as listed in Attachment 1) received prior to the ratification of this agreement.

6. The Flight Medic Team member will receive the hourly rate incentives commensurate with the levels of training completed and approved by the Fire Chief. Flight Medic Team incentive rates:
 - a. Level I \$. 50 per hour
 - b. Level II \$. 25 per hour
 - c. Level III \$. 25 per hour

(Note): A team member who has completed more than one level of training will receive an hourly rate incentive for each such level. Thus, for example, a team member who has completed Levels I and II or III will receive \$.75 per hour. Level II and III will receive \$.50 per hour; and Levels I, II and III will receive \$1.00 per hour.

7. Any bargaining unit member who wishes to be approved for the Special Hazards and Operations Team or the Flight Medic Team and incentive pay shall submit a written memorandum to the Fire Chief (or designee). The memorandum shall include a statement as to why the employee desires to be a member of the SHOT or Flight Medic Team and a listing of all-relevant experience, training and/or courses completed. The memorandum shall be accompanied by a copy of the certificate of successful completion of the required courses (as listed in Attachment 1) curriculum of the department's approved courses. The incentive shall commence the first day of the pay period following approval by the Fire Chief.
8. The Fire Chief may forward the application to the Special Hazards and Operation Team and Flight Medic Team respectively, for a recommendation. Following receipt of the Team's recommendation, the Fire Chief shall make the final decision.
9. Each Special team member shall be responsible to submit a written request for approval to the Fire Chief (or designee) when he/she has completed sufficient courses to advance to the next higher level of incentive pay. The incentive shall be increased effective the first day of the pay period following approval by the Fire Chief.
10. The Fire Chief shall have the authority to remove any member from the SHOT and/or Flight Medic Team. Any such member removed shall have the special team incentive pay deleted.
11. No employee shall identify himself or herself as a member of the SHOT or Flight Medic Team unless he or she has been approved by the Fire Chief to be a recognized member.
12. Compensation for training-exercises for the SHOT or Flight Medic Team shall be limited to such hours approved in advance by the Fire Chief. Voluntary training shall not be compensable as hours worked.

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L. DURATION OF AGREEMENT

- A. This Agreement shall be effective upon execution and shall thereafter continue in full force and effect until September 30, 2008, subject to funding by the Board of County Commissioners. 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 to modify must be made in writing and sent to the other party by registered or certified mail no later than 90 days prior to contract expiration. Furthermore, the notice to modify must include the title or titles or the Article or Articles the party serving notice wishes to add, alter, or amend. Upon timely receipt of a notice to modify the other party shall have twenty (20) days within which to provide written notification (be registered or certified mail) of the title or titles 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 the new Agreement without change.



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On behalf of the Seminole County Board of County Commissioners and the International Association of Fire Fighters, Local 3254, the aforementioned agreement has been duly executed this _____ day of _____, 2005.

For Seminole County:

For International Association Fire Fighters
Union Local 3254

J. Kevin Grace
County Manager

Tim Hickman
President

Janet P. Davis
Human Resources Director

Eric Baumgardner
Vice President

Tim Nicholson
Secretary/Treasurer

Tim Hickman
Business Agent

For Seminole County
Board of County Commissioners

Carlton Henley
Chairman

Attest:

Maryanne Morse
Clerk of the Board of County Commissioners
Seminole County, FL

ATTACHMENT 1

Air Operations Flight Medic Incentive Criteria

The use of helicopters to support the missions of the Seminole County EMS/Fire/Rescue Division has reaped tremendous benefits for the citizens of Seminole County. The Flight Medics used for these missions receive a tremendous amount of in-house training to insure that they are adequately prepared for a wide variety of operations.

Level 1: \$0.50 / hour

1. Completion of Block I Flight Medic training * (Program Manager)
2. Basic Trauma Life Support (BTLS) or Pre-Hospital Trauma Life Support (PHTLS), maintain certification
3. Pediatric Advanced Life Support (PALS), maintain certification.

* Note: Block I training encompasses all of the initial Flight Medic training including:

32 hour DOT Aeromedical Course
EMS Skills Check-off
Flight Communications
Hangar Support Qualified

Level 2: \$0.25 / hour

1. Block II Flight Medic training ** (Program Manager)
2. Lifeguard Certification or Rescue Swimmer Qualified (Red Cross / Program Manager)
3. Cockpit Immersion Qualified (Program Manager)

** Note: Block II training is recurrent training and acquiring flight experience to operate as the lead Flight Medic on the aircraft.

Level 3: \$0.25 / hour

1. Rope Rescue Operations course (Designated by Program Manager)
2. Helicast/Swimmer Deployment Qualified (Designated by Program Manager)
3. Forestry S-270 Basic Wildland Air Operations

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**Special Hazards & Operations Team
Educational Based Incentive Courses/Hours**

HAZMAT CHEMISTRY - 80 Hrs.

NFA Chemistry of Hazardous Materials
or
Foundations of College Chemistry
or
Equivalent minimum 80 Hr college level chemistry course as approved by the Fire Chief

NETC or NFA Field Delivery
Florida Community College System

HAZMAT OPERATIONS – 80 Hrs.

NFA Operating Site Practices
or
Hazmat I and Hazmat II
or
Equivalent minimum 80 Hr didactic hazmat strategy/tactics course as approved by the Fire Chief

NETC or NFA Field Delivery
Florida Community College System

HAZMAT HAZARD CLASSIFICATIONS – 80 Hrs.

Surviving the Hazardous Materials Incident I & II

Seminole County EMS/Fire/Rescue

**HAZMAT TECHNICIAN LEVEL HANDS-ON – 80 Hrs.
(hrs may be awarded in 40 hour increments)**

Either (1) minimum 80 hr practical course or a combination of (2) different minimum 40 hr practical courses that cover practical hazmat technician level competencies as outlined in NFPA 472 and Florida SERC Training Guidelines. Examples of acceptable programs include Safety Systems, EPA 165.15, SHOT Practical. Courses must be approved by the Fire Chief.

HEAVY EXTRICATION – 40 Hrs.

(1) Minimum 40 hr practical course on heavy truck, bus, tractor trailer extrication as approved by the Fire Chief.

TRENCH RESCUE – 24 Hrs.

(1) minimum 24 hr practical course on trench rescue operations to include competent person level training as approved by the Fire Chief.

CONFINED SPACE RESCUE – 40 Hrs.

(1) minimum 40 hr practical course on confined space rescue operations as approved by the Fire Chief.



ROPE & RIGGING – 80 Hrs.

(hrs may be awarded in 40 hour increments)

Rope Rescue I

Seminole Community College ITP

and

Rope Rescue II

Seminole Community College ITP

or

Either (1) minimum 80 hr practical course or a combination of (2) different minimum 40 hr practical courses that cover the rope handling and rigging competencies of the above two courses as approved by the Fire Chief.

DIVE RESCUE – 72 Hrs.

(hrs are awarded in the increments indicated below)

Open Water Diver – 32 Hrs.

Seminole Community College ITP / PADI

and

Advanced Open Water Diver – 16 Hrs.

Seminole Community College ITP / PADI

and

Rescue Diver – 24 Hrs.

Seminole Community College ITP / PADI



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ATTACHMENT 2

PERSONNEL POLICIES MANUAL

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4.01 PURPOSE AND INTENT

This Code of Conduct establishes the policies for Seminole County regarding employee conflicts of interests which may result from soliciting or accepting gifts, gratuities or unauthorized compensation; the appropriateness of outside employment; the use of one's position; personal contractual relationships; using or giving information for gain; or procuring and delivering contractual services or work; and related and associated matters.

(A) Interpretation and Statement of Ethical Policy -- All County employees are expected to honor and adhere to the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from each employee a greater sensitivity to the potential ramifications of his/her conduct, as well as to the public's perception of such conduct. This Code of Conduct is intended to provide direction to employees as they undertake public service.

(B) Article II, Section 8 of the Florida Constitution states, "a public office (or position) is a public trust." As stewards of the public trust, all County employees must use the powers and resources of the County entrusted to them by the public to further the public interest and not for any personal gain or financial benefit.

(C) All County employees shall safeguard their ability to make objective, fair, and impartial decisions. County employees shall not accept benefits of any sort under any circumstances which could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of such employee. All County employees shall avoid any conduct which might undermine the public trust.

(D) The policies contained in this Code, broadly interpreted, prohibit outside employment or financial transactions of any kind, monetary or otherwise - direct or indirect, between County employees and any person, entity, firm, or corporation doing business with the County when such transactions constitute a conflict of interest. Nothing herein is intended to undermine the provisions of the State Constitution, State Statutes, or Rules of the Commission on Ethics which apply generally to all County employees. In the event of any conflict with this Code, the more restrictive provision shall be applied. In addition to the definitions set forth in this Code, the definitions set forth in Part III, Chapter 112, Florida Statutes, shall apply.

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(E) All County employees shall comply with the provisions of this Code and all related statutes in determining what to do when confronted with potential or clear conflicts of interests or offers of gifts, gratuities, funds, favors, employment, or similar benefits. In all situations, all County employees are expected to make decisions and take appropriate actions which maintain proper and professional relationships with members of business, industry, and the public.

(F) Any County employee who is uncertain as to whether any anticipated personal action, dealing, or contractual relationship complies with applicable statutes or the provisions of this Code, should, for their own protection and to insure that this Code is complied with, submit the details, in writing, to the Employee Relations Director for review, analysis, and an advisory opinion.

(G) Any ethical violation, including a violation of this Code, the Florida Statutes, or the Florida Constitution, shall be grounds for disciplinary action including, but not limited to, termination of employment.

4.02 GENERAL STATEMENT

(A) This Code of Conduct applies to all employees in County service and shall be a minimum requirement/condition of employment.

(B) Employees violating these provisions or any provision contained in these policies may be subject to disciplinary action, up to and including termination.

(C) All employees are expected to observe the principals of employees performing a public service and to conduct themselves according to the following:

(1) Employees shall in no way act in any manner which may discredit the County government, public officials, fellow employee(s), or themselves.

(2) Employees shall avoid any conduct or speech that is subversive to good order and discipline. Employees shall treat each other with the utmost courtesy and respect, and at all times, refrain from making any derogatory or demeaning remarks concerning one another.

(3) Employees shall direct and coordinate their efforts to establish and maintain the highest level of efficiency, morale, and achievement.

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(4) Employees shall conduct themselves in such a manner as to bring about the greatest harmony among the various units in the County.

(5) Employees shall avoid conduct and speech which unjustly or maliciously criticizes County departments, divisions, offices, its policies, programs, actions, or officers, ridicules or interferes with the reasonable supervision or proper discipline of the County.

4.03 EMPLOYEE RESPONSIBILITY: PERSONNEL POLICIES

(A) All employees shall be responsible for becoming aware of and familiarizing themselves with the policies and procedures which govern their employment relationship with Seminole County.

(B) All employees shall be responsible for immediately reporting any and all suspected violations of these provisions and of any County rule or regulation to their immediate supervisor. Failure to do so may subject the employee to disciplinary action.

4.04 CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

(A) County employees may accept, have, or hold any employment or contractual relationship with any individual, partnership, corporation (profit or non-profit), utility, or other organization, whether public or private, but only if the employment or contractual relationship does not constitute a conflict of interest; does not violate any applicable statutes; does not violate the provisions of this Code; and is otherwise consistent with the outside employment policies of the County which policies must be fully complied with by such employee before engaging in any outside employment.

(B) County employees who participate in deciding, approving, recommending or preparing any part of a purchase or procurement request; influence the content of any specification or procurement standard; render advice, investigate, audit or act in any other advisory capacity in the procurement or purchase of contractual services may not work for a person or entity attempting to engage in or engaging in contractual services with the County. The term "contractual services" is defined in Section 287.012(4), Florida Statutes.

(C) County employees, acting in their official capacities, shall not, directly or indirectly, procure contractual services for the County or substantially participate in the procurement of contractual services for the County from any business entity when a relative as defined by Florida Statutes Chapter 112.32 is an officer, partner, director, or owner or in which such employee or his/her spouse, child, or any combination has a material interest. Additionally, County employees are responsible for disclosing to their immediate supervisor

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when a family member is employed in any capacity in an organization in which the employee is being considered or has been approved to provide goods or services to Seminole County and which the employee participates through decision, approval, disapproval, recommendation, or preparation of any part of a purchase request; by influencing the content of any specification or procurement standard; by the rendering of advice; by investigation; by auditing or by participating in any other advisory capacity in the procurement of contractual services or commodities if the cost of such services or commodities exceeds an aggregate total of \$1,000.00 in any year.

(D) As set forth in Section 112.313, Florida Statutes, County employees shall not have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

(E) County employees shall not use or attempt to use their positions or any County property or resource entrusted to them to perform their official duties in order to obtain or attempt to obtain a special privilege, gain or benefit for themselves or others.

(F) An employee who wishes to perform "outside work", or continue same if a new employee (e.g., working for an employer other than the County, engaging in private or self-employment, or rendering service for private interests) may do so only after first obtaining written approval from his/her immediate supervisor and department director. A copy of the written request with appropriate approvals shall be forwarded to the Employee Relations Department and placed into the affected employee's personnel file.

(G) Conditions of Approval - The following shall be the criteria utilized when considering requests for approval for outside work:

(1) Conflict of Interest - No employee shall perform outside work, which is incompatible with the proper execution of his/her official duties. The non-existence or existence of a conflict of interest shall be determined by the department director with the concurrence of the Employee Relations Director.

(2) Impairment of Efficiency - Outside work must not interfere with the employee's effectiveness in his/her County job and must not impede, be inconsistent with, or adversely affect the performance of his/her County work.

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(H) Restrictions of Approval

(1) Sick Leave Use Restriction While Working in Outside Employment - An employee shall not perform outside work while receiving paid sick leave or worker's compensation benefits from the County. The Employee Relations Director may approve exceptions when the employee is on medical restrictions and the County is unable to provide restricted duty and such outside work does not impair the employee's medical recovery to return to work.

(2) Injury, Disability, or Illness Resulting from Outside Employment - An employee who is injured, disabled, or becomes ill as a result of his/her outside employment shall not be eligible for worker's compensation benefits from the County.

(3) Uses of County Property - No equipment, facilities, vehicles, or any other property of the County may be used by employees while engaged in outside employment.

(4) Penalties - Failure on the part of an employee to immediately report any injury, disability, or illness resulting from outside employment or utilizing sick leave while performing outside work shall be considered grounds for disciplinary action, up to and including termination from employment. Wages or benefits paid by the County to the employee while the employee was engaging in outside work may be recouped.

(I) Withdrawal of Approval - Permission to engage in outside work may be denied or withdrawn at any time by the department director or hiring authority when it is determined that such activity is interfering or may likely interfere with the employee's efficiency or production, which causes discredit, or is in conflict with the best interests of the department or the County.

4.05 CONFLICT OF INTEREST REGARDING CONTRACTED COUNTY WORK AND/OR PURCHASE OF PROPERTY, MATERIALS OR SUPPLIES PROHIBITED

(A) County employees shall not bid on, or have a material interest in:

(1) The furnishing of any materials or supplies or services to be used in the work of the County;

(2) A contract for the construction of any County facility;

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(3) The sale of any property to the County or the purchase of any property from the County unless said property is offered to the general public at auction or by competitive bid; or

(B) No entity, firm, company or corporation in which a County employee has a material interest shall bid on, or have a material interest in:

(1) The sale or furnishing of any materials, supplies, or services to be used in the work of the County;

(2) A contract for the construction of any County facility;

(3) The sale of any property to the County; or

(C) The term "material interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity.

4.06 DISCLOSURE OF INFORMATION

County employees shall not, in order to gain any personal advantage for themselves or for another, use or furnish to anyone any information which is not available to the general public, and which was obtained as a result of County employment. This policy does not limit, hinder, or prevent the giving or using of information in performing official duties. The policy does prohibit using or furnishing information that would place employees or recipients in an advantageous position over the general public and thereby constitute a violation of public trust.

Information obtained in the course of official duties shall not be released except by those employees specifically charged with this responsibility or so designated.

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4.07 SOLICITATION/ACCEPTANCE OF GIFTS, GRATUITIES, BENEFITS, OR THINGS OF VALUE AND PROMOTING PRIVATE BUSINESSES

(A) County employees shall not solicit or accept a gift, either directly or indirectly, from any person or entity doing business with or regulated by the County or the agent or lobbyist of such person or entity. As a general rule, solicitation or acceptance of gifts shall be presumed to constitute unauthorized compensation and it shall be presumed that the employee knew or should have known that such solicitation or acceptance was based on an understanding that his/her official actions or judgments would thereby be influenced. It is the responsibility of employees who are uncertain about accepting gifts to request an advisory opinion as set forth in Section 4.01(F).

(B) The term "gift", for the purposes of this Code, means any gratuity, benefit, or any other thing of value which is accepted, paid, or given by an employee or by another on the employee's behalf either directly or indirectly and includes the following by way of illustration and not limitation.

- (1) Real property and/or the use thereof;
- (2) Tangible or intangible personal property (as defined in Section 192.001(11)(b), Florida Statutes) and/or the use thereof;
- (3) A preferential rate or terms on a debt, loan, goods, or services which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or officials or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin;
- (4) Forgiveness of an indebtedness;
- (5) Transportation, lodging, or parking;
- (6) Food or beverage, other than that consumed at a single sitting or event;
- (7) Membership dues;
- (8) Entrance fees, admission fees, or tickets to events, performances, or facilities;
- (9) Services provided by persons pursuant to a professional license or certificate;

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(10) Other personal services for which a fee is normally charged by the person providing the services; and

(11) Any other similar service or thing having an attributable value not already provided for in this definition.

(C) The term "gift" does not include:

(1) Salaries, benefits, services, fees, commissions, or expenses associated with the donee's employment;

(2) Contributions or expenditures reported pursuant to Chapter 106, Florida Statutes; campaign-related personal services provided without compensation by individuals volunteering their time or any other contribution or expenditure by a political party;

(3) An honorarium or an expense related to an honorarium event paid to individuals and/or family member;

(4) An award, plaque, certificate, or similar personalized item given in recognition of the employee's public, civic, charitable, or professional service;

(5) An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization;

(6) Food or beverage consumed at a single sitting or event which matters are otherwise regulated in this Code;

(7) The lawfully permitted use of a public facility or public property for an authorized and approved public purpose; and

(8) Candy, food products (excluding alcohol products), or plants are generally distributed during holidays.

(9) Office supplies such as calendars, pens, pencils, or address books with a value less than \$2.00 and are generally distributed.

(10) Discounts offered generally to all County employees (i.e. Sea World, Disney World, Busch Gardens).

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(D) Exceptions Regarding Gifts

(1) When an employee's duties and responsibilities require attendance (such as a speaker or program participant) at business, industry or public luncheons or dinner meetings with public, industry, or business committees, organizations, or associations and these meetings are directly related to County business; such employees may participate. When a meal is provided at the function, the employee is authorized to accept the meal, but may not request reimbursement from the County for said meal.

(2) Participation in conventions or similar general meetings sponsored by industry, business, or professional associations may be approved by the County Manager on a case-by-case basis. Employees will be reimbursed by the County for eligible expenses in these cases.

(3) The County from time to time authorizes certain employees to attend meetings, seminars, conventions, etc., sponsored by professional organizations. Those employees are free to participate in the social functions which are part of the meetings or sanctioned by the host. Employees will be reimbursed by the County for eligible expenses in these cases.

(4) It may be appropriate for employees to attend social functions that are sponsored by members of an industry, business, or profession for a broad spectrum of community groups (such as legislators, business persons, local officials). However, in deciding to attend such functions, employees should be careful to avoid any appearance of impropriety.

(5) The provisions of Section 4.07 do not apply to obvious family or personal relationships where these are familiar or personal relationships, rather than the business or persons concerned, are the motivating factors behind the gift.

(E) County employees shall not solicit or accept funds from any person who has or maintains existing business relations with the County, or is seeking business relations with the County. Employees are prohibited from promoting private businesses for gain within any County building, facility, or property while on County time.

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(F) Any County employee receiving a gift from any individual, partnership, association, corporation, utility, or other organization, whether public or private, doing business with or subject to regulation by the County, or the agent or lobbyist of such individual or entity, employees shall report the gift in writing to his/her appropriate department director or division manager within five (5) working days of receipt of the gift. The appropriate department director or division manager will then advise the employee on the proper handling of the received gift. County employees shall not accept any gift based upon an understanding that his/her official acts or judgment will be influenced thereby.

4.08 BRIBERY

(A) Attempts to bribe employees constitute flagrant attacks on the integrity of the County. An attempt to bribe is an offer to give something of value with the intention that the employee, receiving such things of value, will do something improper, will fail to do something in the conduct of the employee's work that would otherwise have been done, or will do something in the conduct of the employee's work which may not have been done.

(B) An offer of a bribe to a County employee is a criminal offense on the part of the person making such offer and is punishable by fine and imprisonment in accordance with the Florida Statutes. Bribe offers are often made indirectly and subtly rather than in direct fashion. Employees must be perceptive and constantly alert to solicitations to accept gifts of money or anything else of value in return for acts or omissions involving their official functions and shall promptly report attempted bribes so that trained personnel can evaluate the facts and initiate investigations when required. Any employee who has reasonable grounds for believing that a bribe attempt has occurred or will occur shall:

- (1) Avoid any statement or implication that the employee will accept the bribe and try to hold the matter in abeyance;
- (2) Immediately report the matter to his/her appropriate department director or division manager; and
- (3) Cooperate fully in any investigations of the case.

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4.09 ADDITIONAL ETHICAL CONDUCT REQUIREMENTS FOR EMPLOYEES WITH REGULATORY RESPONSIBILITIES

(A) The following definitions shall apply for the purposes of this Section:

(1) The term "regulatory responsibilities" means duties or responsibilities assigned to an employee by management within the County which involve:

(a) The direct responsibility for determination of whether or not an entity or the property of an entity is in compliance with Federal, State or local statutes, laws, rules, or regulations, or for determinations or recommendations as to whether any license, authority to conduct business, or other certificate of authority issuable by the County should be issued to an entity, be revoked, be canceled, or be suspended; or

(b) Direct responsibility for the approval of purchases by the County from an entity.

(2) The term "entity" for the purposes of this Section means any individual, partnership, association, corporation (profit or non-profit), utility, or other organization, whether public or private, doing business with or subject to regulation by the County.

(B) Each County employee exercising regulatory responsibility shall, within five (5) working days of making application with an entity, report to his/her department director or division manager, in writing, that such application has been made.

(1) The term "application" means a verbal or written communication whereby an employee holds himself or herself out as available for employment or for a contractual relationship for remuneration.

(2) Each employee exercising regulatory responsibility who receives an offer of employment or for a contractual relationship for remuneration from any entity shall report such offer, in writing, to his/her department director or division manager within five (5) working days of receipt of such offer.

(3) Any County employee exercising regulatory responsibility who has or who obtains a financial interest in an entity shall report such fact to the appropriate department director or division manager within five (5) working days of the acquisition of such financial interest.

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(4) The term "financial interest", for the purpose of this Section, means any arrangement where by an employee acquires an ownership or material interest, or the right to acquire an ownership of material interest, in an entity.

4.10¹ ADDITIONAL ETHICAL CONDUCT REQUIREMENTS FOR REPORTING INDIVIDUALS AND PROCUREMENT EMPLOYEES

(A) As used in this Section:

(1) The term "reporting individual" means any County employee who is required by law, pursuant to Section 112.3145, Florida Statutes, to file full or limited public disclosure of his/her financial interests (financial disclosure).

(2) The term "procurement employee" means any County employee who participates through decision, approval, disapproval, recommendation, or preparation of any part of a purchase request; by influencing the content of any specification or procurement standard; by the rendering of advice; by investigation; by auditing or by participating in any other advisory capacity in the procurement of contractual services or commodities if the cost of such services or commodities exceeds an aggregate total of \$1,000.00 in any year.

(B) Reporting individuals and procurement employees, pursuant to the provisions of Section 112.3148(8), Florida Statutes, shall file a quarterly report with the Department of State reporting any and all gifts such employee accepted and which such employee believes has a value in excess of \$100.00. A copy of said report shall be filed with the Employee Relations Department.

(C) A reporting individual or procurement employee shall report by July 1 of each year all gifts received from an entity of the legislative or judicial branch, a department or commission of the executive branch, a county, a municipality, a school board, or a direct support organization specifically authorized by law to support the County where a public purpose can be shown for the gift.

(1) This annual report filed by a reporting individual must be filed as part of their annual financial disclosure statement.

(2) The annual report filed by a procurement employee shall be filed with the County as well as with any other official as may be required by law.

(3) Copies of all reports shall be provided by the employee to the Employee Relations Department.

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(D) A reporting individual or procurement employee shall report the receipt of expenses relating to any honorarium event from a political committee or committee of continuous existence, as defined in Section 106.011, Florida Statutes, from a lobbyist who lobbies the County or, directly or indirectly, from the partner, firm, employer, or principal of such lobbyist.

(E) Reporting individuals shall file a copy of their financial disclosure form with the Employee Relations Department. It shall be a violation of this Code for a County employee who is required to file financial disclosure to fail to file as required by law.

(F) All County contracts with entities shall contain a provision which obligates the entity contracting with the County to not cause any ethical violation by a County employee and providing for the County's right to unilaterally terminate the contract in such event.

4.11 POLITICAL ACTIVITY

(A) Any employee may register and vote as he chooses.

(B) Any employee may participate in the following political activities so long as such participation is not on County-compensated work time, on County property, or in County uniform:

(1) Assist in voter registration drives;

(2) Contribute money to a political organization or attend political fund-raising function;

(3) Attend political rallies and meetings;

(4) Join a political club or party;

(5) Sign nominating petitions;

(6) Campaign for or against candidates, issues, referendum questions, constitutional amendments, etc.

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(C) If an individual wishes to qualify, run, and/or hold elective office, the employee shall first submit notification and detail of same, in writing, to the department director. The department director and the Employee Relations Director shall make a joint decision identifying any potential conflict of interest or potential impairment of work efficiency and issue a determination. If the prospective candidate is a department director or above, final decision will be made by the County Manager.

(D) If the employee's request is approved:

(1) Employees may request annual, compensatory, administrative, or personal leaves, or leave without pay for campaigning purposes in accordance with guidelines for use of such leaves.

(2) Employees shall be permitted to retain his/her position with the County should they lose the election.

(3) Employees shall be permitted to retain their position with the County should they win the election, provided no conflict of interest or potential impairment of work efficiency has been determined to exist prior to qualifying for office.

(4) Subsequent performance evaluations for any employee concurrently holding elective political office and a position with the County shall include consideration of impairment of efficiency by the immediate supervisor (rater) as a factor affecting the overall evaluation.

(E) If the employee's request is not approved:

(1) The employee may elect to resign his/her position with the County; or,

(2) The employee may choose not to attempt to qualify and run for elective office.

4.12 USE OF COUNTY PROPERTY

(A) An employee who is provided with County equipment, such as tools, vehicles, materials, uniforms, etc., is expected to exercise reasonable care in the safekeeping, use, and preservation of such equipment, and shall return the property upon request of the immediate supervisor.

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(B) Employees shall promptly report, in writing, to their immediate supervisor the loss, damage, or unserviceable condition of any County property assigned to them or under their control. The immediate supervisor shall forward the report to the department director for appropriate action.

(C) Negligence in the use and care of County property, including abuse, misuse, willful or negligent loss or destruction will result in disciplinary action and may also require restitution. More serious cases may result in the filing of a civil and/or criminal action in the courts.

(D) Personal use of County-owned equipment, materials, tools, supplies, etc., is not permitted without the written permission of the issuing department director.

4.13 PERSONAL MAIL/CALLS/VISITORS

(A) The County is not in the position to handle and distribute the personal mail of its employees. All employees should advise correspondents, businesses, etc., that mail is to be delivered to the employee's home address and not to their place of work.

(B) Under no circumstances, shall employees utilize County stationery or postage for personal business.

(C) The receiving and making of personal phone calls and the receiving of personal visitors on County time is discouraged. The extension of such activities are at the discretion of the department director but should not disrupt the work environment or take away from valuable productive work time.

4.14 DRESS AND APPEARANCE

County employees are expected to maintain high personal, moral, and ethical standards. One of the most noticeable expressions of these personal standards is dress and appearance. What is appropriate for employees in one department or division may not necessarily be appropriate for another. Work clothes and uniforms provided for some departments generally set the standards for their functions. Determination of employees' specific dress and personal appearance standards is a supervisory responsibility and shall be determined by the department director or his/her designee.

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4.15 FAILURE TO COOPERATE WITH JOB-RELATED INVESTIGATION

(A) As a condition of County employment, each employee shall be required, upon due notice, to cooperate with respect to any job-related hearing or inquiry.

(B) Employees may be subject to termination for refusing to cooperate according to the following:

(1) Willfully refusing or failing to appear at any such hearing or inquiry.

(2) Having appeared, refusing to answer any questions relating to the performance of his/her official duties and/or any matter relating to any branch of County service or by giving untruthful answers.

(3) If the possibility of criminal actions are involved and the employee refuses to answer questions where the County can resolve the situation, then the matter may be forwarded to the State Attorney and/or Sheriff for action.

4.16 INDICTMENTS

(A) Employees shall be responsible for immediately notifying his/her immediate supervisor when information has been filed by a prosecuting official against them for any offense or violation of law (including moving and non-moving traffic violations), or who have been indicted by a Grand Jury. Failure to do so may result in disciplinary action up to and including termination from employment.

(B) An applicant who has received an offer of conditional employment shall be required to disclose to the hiring authority any and all records of indictments pending against the applicant inclusive of charges pending and the time frame for resolution.

(C) The immediate supervisor shall immediately advise the department director who, concurrently with the Employee Relations Director, shall determine if it is in the best interest of the County and the work program of the department to:

(1) Retain the affected employee in his/her regular position;

(2) Assign the affected employee to other duties or another position until such time as any charge is disposed of by trial, acquittal, dismissal, conviction, or other judicial action;

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(3) Terminate the affected employee.

(D) In the event that the affected employee is retained in County service following the indictment or charge and pleads nolo contendere or guilty to a charge, or is found guilty of the charge which would adversely impact the County or the employment status of the employee, which would cause the County to be in disrepute, he/she shall automatically be terminated from County service. (NOTE: Exception to automatic termination may be considered by the department director and Employee Relations Director only for non-job related violations.)

(E) In the event that the employee is found to be not guilty, is acquitted of the charge, or the indictment is dismissed, the department director and Employee Relations Director shall review the affected employee's employment status, at that time, regarding reinstatement, re-employment, continuing employment, etc.

(F) If the incident or charge is work-related, nothing herein shall preclude the County from initiating disciplinary action up to and including termination from employment.

4.17 INCARCERATION

(A) If, while employed by Seminole County, an employee is incarcerated for an offense, charge, etc., he/she shall be solely responsible for notifying his/her immediate supervisor as soon as reasonably possible, but no later than his/her first scheduled work day following the incident.

(B) The affected employee shall be allowed to request accumulated annual leave and administrative, compensatory, or personal leave or to request leave without pay according to the guidelines for leave with and without pay as per County policy.

(C) The provisions of Section 4.16 shall apply to employees who are both indicted and incarcerated.

4.18 DRUG AND/OR ALCOHOL USE/CONSUMPTION

(A) The sale, use, acceptance, possession, or being under the influence of alcoholic beverages, illegal drugs, or illegal substances on County-compensated work time, on County property, or in/on any County building, facility, or equipment will result in disciplinary action up to and including termination from employment.

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(B) If it is determined, or there is reasonable suspicion and/or probable cause to suspect that, as a result of drug and/or alcohol use/consumption, the employee's work performance, work habits, etc. has declined; or there is a concern for the safety of the employee, other employees, or the public at large; or, the employee upon reporting to work or while at work appears to be under the influence of alcohol or controlled substances (illegal use of legal substances or use of illegal substances), supervision will do one or more of the following:

- (1) The affected employee will immediately be relieved of duty;
- (2) The affected employee will be sent to the County physician for a medical examination and/or appropriate drug screening;
- (3) The affected employee may be placed on annual or sick leave or leave without pay until such time as other action is determined to be in the best interest of the County; and/or,
- (4) The affected employee will be subject to disciplinary action, up to and including termination.

(C) The affected employee may receive supervisory counseling and may be encouraged/required to participate in a treatment program as a condition of continued employment.

4.19 SEXUAL HARASSMENT -- Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship. County policy dictates that all employees be able to work in an environment free from unsolicited and unwelcome sexual harassment.

(A) Definition - Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature including:

- (1) Deliberate and/or repeated unsolicited, unwelcome verbal comments, jokes, gestures, or physical contact of a sexual nature which has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or
- (2) Visual assault through the posting of pictures, posters, calendars, etc. of sexually explicit nature; or.

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(3) Any action in which the submission to or rejection of sexual advances is used to control, influence, or affect the career, salary, or position of another employee or applicant.

In determining whether conduct creates an intimidating, hostile, or offensive work environment, Seminole County will utilize the following standard: Would a reasonable person find the conduct to be intimidating, hostile, or offensive?

(B) Eligibility to File a Complaint

(1) A complaint of sexual harassment may be initiated by any full-time or part-time employee at any time following their date of employment, or any applicant who has been denied employment, who believes that he or she has been sexually harassed as defined in Section 4.19(A).

(C) Allegation/Complaint Filing Process

(1) It is the primary purpose of the allegation/complaint filing process to determine whether or not sexual harassment has occurred. This purpose shall be accomplished by objective review, in an atmosphere of cooperative assistance, without undue conflict, and in a prompt and equitable manner.

(2) Complaints or allegations of sexual harassment may be filed to the immediate supervisor, submitted to the Department Director or filed to the Employee Relations Director for review by the Sexual Harassment Review Board. Complaints or allegations of sexual harassment do not have to be filed through the chain of command.

(3) The grievant, the accused or the Department Director shall have the option to have sexual harassment complaints filed at the immediate supervisor or Department Director level submitted to the Sexual Harassment Review Board.

(4) In each case, the individual facts and specifics shall be examined and weighed for objective determinations by the appropriate authorities.

(5) All complaints must be presented in writing, specifically identifying both the grievant and the alleged harasser, in order to be considered by the County Manager, Department Director, the Employee Relations Director, or the Sexual Harassment Review Board.

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(6) Any time an employee is involved in more than one case of sexual harassment within a three-year period, as either an alleged victim or an alleged perpetrator, the complaint must be referred to the Employee Relations Director.

(D) Responsibility - Based on the serious nature of allegations of sexual harassment, such grievances shall be aggressively investigated. Substantiated charges may result in disciplinary action, up to and including termination from employment. Due to the significant potential consequences, the following responsibilities are imposed upon the parties involved:

(1) Each member of management is responsible for creating an atmosphere free from sexual harassment. Further, employees are responsible for respecting the rights of their co-workers.

(2) It shall be the grievant's responsibility to promptly raise complaints of sexual harassment as described herein if the grievant believes that he/she is being sexually harassed. It shall also be the grievant's responsibility to support his/her contentions/allegations of harassment.

(3) If the grievant withdraws charges of sexual harassment, a written release of such withdrawal must be signed, with a stipulation that it has been signed without coercion or under duress.

(4) Employees who are identified as potential witnesses must cooperate with respect to any job-related inquiry or hearing. Seminole County prohibits retaliation against any employee who files a bona fide complaint under this policy or who assists in a complaint investigation.

(5) The making of false statements in a complaint or during an investigation may subject an employee to disciplinary action, up to and including termination from employment.

(6) The complaint and investigation will be confidential to extent possible and should only be disclosed to those who have a need to know of the complaint or investigation.

(E) Purpose of the Sexual Harassment Review Board

(1) The Sexual Harassment Review Board, herein referred to as "Review Board", is established for the purpose of providing an independent review of sexual harassment grievances.

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(2) The Review Board's role is to:

(a) Evaluate the thoroughness of the investigation; and

(b) Affirm or modify the recommendations made by the investigative team. See Section 04-H(2)(b).

(F) Composition and Membership Terms of the Committee

(1) Voting Members -- The Sexual Harassment Review Board consists of six Committee members:

(a) One (1) permanent position, the Employee Relations Director or designee;

(b) Five (5) floating positions, with staggered 24-month terms, including:

(i) One (1) employee from a Community Services Department, with a term commencing January 1 of odd years; and

(ii) One (1) employee from a County Administration department, with a term commencing January 1 of even years; and

(iii) One (1) employee from the Public Safety Department, with a term commencing January of even years; and

(iv) One (1) employee from the Public Works Department, with a term commencing January of odd years.

(v) One (1) employee from Department/Office not included in the above organizations.

(c) No employee shall serve as a voting member of the Sexual Harassment Hearing Board convened to hear a grievance within the same department.

(2) Ex-Officio Members - The Sexual Harassment Hearing Board shall have as ex-officio, non-voting members (to provide advice, counsel and technical assistance to the Hearing Board) the following:

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- (a) The County Attorney or designee, Counsel to the Hearing Board.
- (b) Others as appointed by the Review Board.

(3) Appointment -- The Review Board should be broad-based and balanced with regard to profession, age, race and gender, representing various levels of the organization. The Employee Relations Director shall solicit and recommend employees for appointment to the Sexual Harassment Review Board to the County Manager. The members of the Sexual Harassment Review Board will be provided education on sexual harassment policy issues by the Employee Relations Director or designee(s).

(G) Authority of the Hearing Board

(1) The Hearing Board shall review all of the documentation submitted by the Grievant, accused, Department Director, Employee Relations investigation findings, and other parties in the grievance process, determine whether or not sexual harassment has occurred, and submit to the Department Director recommendations on the matters/items brought before the Hearing Board.

(2) Investigative Role - The Hearing Board shall have no authority to initiate or conduct independent investigation(s) on items/issues presented to the Hearing Board or its members.

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(H) Investigation Procedure

(1) Grievance Filed to the Immediate Supervisor or Department Director

(a) Upon receipt of a sexual harassment complaint, the filing authority shall initiate a review of the complaint, and shall direct the complaint to be reduced to writing by the grievant if it has not already been done so. The absence of a written complaint does not preclude a supervisor from taking corrective action when he/she has knowledge that conduct within the definition of sexual harassment has occurred.

(b) Complaints falling within definition 1 and 2 of Section 4.19(A) may be investigated by the immediate supervisor.

(c) Complaints falling within definition 3 of Section 4.19(A) or involving supervisory personnel must be referred to the Department Director for investigation.

(d) The investigating authority shall obtain written or recorded responses from witnesses and the accused.

(e) The investigating authority shall prepare a written report including findings and actions taken to resolve the complaint.

(f) The grievant, accused and Department Director shall be provided a copy of the investigative findings and actions taken.

(2) Grievance Filed to the Review Board

(a) Sexual harassment grievances submitted to the Review Board shall be submitted to the Employee Relations Director.

(b) Upon receipt of a written sexual harassment grievance, the Employee Relations Director shall review with the affected Department Director and assign an investigation team which may include representatives from the County Attorney's Office, affected Department, Employee Relations, or others as may be appropriate.

(c) The investigation team shall interview and obtain written or recorded statements from the grievant(s), witnesses, accused, and others as may be necessary.

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(d) The investigation team shall prepare a written report including findings and recommendations.

(e) The Review Board shall be convened to review the investigation team's report. The Review Board may affirm or modify the recommendation, or return for further investigation.

(f) The grievant and accused may appear before the Review Board in person or submit additional written comments.

(g) The Review Board's final review and recommendations shall be transmitted to the Department Director. In the event the accused is a Department Director, the recommendation shall be forwarded to the County Manager.

(h) Upon receipt, the Department Director shall review and take appropriate action. The Department Director shall submit a written report to the Employee Relations Director documenting actions taken.

(i) Should the Department Director not accept the Review Board's recommendation, the Department Director shall submit justification to the County Manager.

4.20 DRIVING RECORDS

Any employee who is required, as a condition of employment, to possess and maintain a valid Florida driver's (Commercial or Non-commercial) license, must immediately (prior to reporting on duty the next workday) inform his/her supervisor should the license become denied, expired, restricted, suspended, or revoked at any time during their employment with the County. Failure to do so shall result in disciplinary action, up to and including termination.

Periodic checks of employee's driving records shall be conducted by the Employee Relations Department in order to assure adherence to this policy.

4.21 PERSONNEL RECORDS

(A) It is the responsibility of each employee to keep personnel information in his/her personnel file up to date by notifying the Employee Relations Department of any information changes, such as name, address, phone number, change of beneficiary, training or course work completed, and for providing copies of diplomas or certificates.

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(B) The Employee Relations Department and the County shall not be held liable when incorrect withholdings, wrong beneficiaries, or loss of employee benefits result from failure of an employee to keep personnel records current.

(C) Pursuant to the provisions of the Florida Public Records Act, the records and files of the Employee Relations Department are considered to be open for a personal inspection by any person provided that such review is conducted in the physical presence of the custodian of records or designee during regular operating hours. Exception: Certain aspects of the files of Certified Firefighters (whether employed in a fire combat position or not), Probation Officers, and their spouses or immediate family members are not available for public inspection.

(D) Employment-related medical records, worker's compensation medical records, and employee medical insurance records may not be opened for inspection pursuant to the Florida Public Records Act.

(E) It shall be the responsibility of the employee to notify the Employee Relations Director if he/she believes he/she is eligible for a Public Records exemption in accordance with Florida Statutes.

4.22 GENERAL SAFETY POLICY

(A) It is in the interest of the Board of County Commissioners to provide for the continuous monitoring of the working conditions and equipment of its employees for observance of safety requirements. (Reference: Seminole County Safety Plan)

(B) The County provides, at its expense, certain items of safety equipment, e.g., safety glasses, hard hats, respirators, etc. Affected employees shall be supplied with appropriate safety devices and equipment, and such must be worn by the employee in the performance of potentially hazardous jobs.

(C) Failure of an employee to use issued safety devices and/or failure of an employee to file a written first-report-of-injury form to his/her immediate supervisor regarding any injury sustained on the job, may result in disciplinary action up to and including termination. Such report of injury forms shall be completed by the employee prior to his/her next reporting for duty or the day immediately following the sustained injury.

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009-01 General Statement

- A. 1. It is the intent of the Board of County Commissioners that effective management and supervision, as well as good employee-employer relations, will be preventive mechanisms avoiding most situations necessitating disciplinary actions.
- 2. The interrelationship between employee performance review and evaluations, employee conduct relating to the county work program, and the use of constructive discipline is seen to be an integral part of the successful management of Seminole County.
- 3. The policies, and the rules and procedures contained herein, are intended to provide appointing authorities and supervisors with direction and guidelines for fair, equitable, and consistent application of constructive discipline.
- B. The initiation of disciplinary action for permanent full-time and permanent part-time employees shall:
 - 1. Identify and recognize elements of an employee's conduct and/or performance contrary to the rules, regulations, policies, procedures, and/or objectives of the division, department, and/or County.
 - 2. Provide constructive feedback to the employee.
 - 3. Encourage employees to cooperate and be productive members of the work force.
 - 4. Correct or improve improper or deficient employee's performance or behavior which is seen, or viewed by the supervisor, to be less than acceptable.
 - 5. Provide documentation of the supervisor's efforts and communication to the employee regarding his performance.

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009-02 Disciplinary Action Authority

- A. It shall be the responsibility of the respective immediate supervisor to:
 1. Review the performance of their permanent full-time and permanent part-time employees.
 2. Identify and recognize employee offenses against or contrary to these policies, procedures, and/or departmental operating procedures.
 3. Document, initiate, and select appropriate preventive and corrective disciplinary measures.
 4. Forward appropriate disciplinary actions to Division Managers and Department Directors for review.
 5. Assure that the Personnel Office receives completed copies of all official disciplinary actions taken against any employee at any time.
- B. Supervisory considerations and procedures for initiating disciplinary action are outlined in the Procedures Section of this manual.
- C. Disciplinary Action Authority is illustrated in the Table(s) at the conclusion of this section.
- D. Should a member of the Board of County Commissioners feel a disciplinary action is warranted against an employee:
 1. The Commissioner shall submit, in writing, the charge along with justification through the County Administrator to the affected Department Director.
 2. Upon review, the Department Director shall report his proposed action to the Commissioner prior to taking action he deems necessary.
 3. In the case of a Department Director being charged, the County Administrator shall be notified and report his proposed action to the Commissioner prior to taking action he deems necessary.
 4. Should any Commissioner disagree with the actions of the Department Director and/or County Administrator, the Commissioner shall request the Personnel Board to review the action taken and make a recommendation to the Board of County Commissioners for final action.

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009-03 Types of Offenses

009-03-1 Major Offenses

The following list constitutes examples of major offenses under this policy. Major offenses are considered to be so serious in nature that termination for cause is appropriate without regard to the employee's length of service, prior conduct and performance record.

A. Insubordination

Failure, or unreasonable delay, in carrying out specific instructions given by supervisor. Blatant disregard of supervisory instructions. Failure to cooperate with supervisory direction.

B. Physical Harm/Assault

Assault on or inflicting bodily harm on another employee, supervisor, or member of the public.

Assault is defined as an (indirect or direct) threatening or aggressive act or language toward another employee, supervisor, or member of the general public.

C. Theft or Pilfering

Possessing, taking, removing, destroying, or tampering with County property without proper authorization.

D. Malicious or Willful Destruction (Abuse) of County Property

Willful or malicious destruction, negligence, or abuse of County property, equipment, or facilities.

Damage to property by failing to use proper equipment, care, and good judgment.

E. Fraud or Dishonesty

Falsification of County records or recordkeeping, e.g., employment application, attendance records, payroll records, purchasing activities, etc.

Failure to give complete and accurate information for personnel records.

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009-03 Types of Offenses

009-03-1 Major Offenses (continued)

(2)

F. 1. Drug Use and/or Possession

a. Use or consumption of a controlled substance, or being under the influence of same on County property and/or on County time.

(1)

b. Possession, acceptance, or sale of a controlled substance on County property and/or on County time.

c. Controlled Substance

Controlled substance per Florida Law includes, but is not limited to any form of the following: heroin, barbituates, amphetamines, marijuana, cocaine, LSD, etc.

2. Alcohol Consumption and/or Possession

Consumption of an alcoholic beverage, or being under the influence on County property and on County time.

G. Violations of Law

Pleading guilty or nolo contendere to a felony, job-related misdemeanor or misdemeanor involving moral turpitude.

Being found guilty of a felony, job-related misdemeanor or misdemeanor involving moral turpitude.

"Crimes of moral turpitude," as that term is used herein, includes any criminal conviction or plea of nolo contendere, under a city, county, state, or federal ordinance, regulation, statute, or law, where the criminal act or conduct involves conduct contrary to justice, honesty, modesty, community morality, or good morals, generally. A crime of moral turpitude thus includes, but is not limited to, any crime, the commission of which, reflects adversely on a person's reputation, integrity, or reliability, or which otherwise brings, tends to bring, or may reasonably be expected to bring, discredit or disrepute upon that person or that person's employer.

Failure to notify supervisor or appointing authority that information has been filed against him by a prosecuting official. (See Section 400-004-14, Indictments)

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009-03 Types of Offenses

009-03-1 Major Offenses (continued)

H. Conflict of Interest

Beginning or maintaining an outside personal or business economic relationship which affords present or future financial benefits to the employee and may be considered a conflict of interest securing advantage of goods, services, or influence due to position of the employee with the County.

009-03-2 Lesser Offenses

Lesser Offenses are generally instances of improper conduct, requiring lesser degrees of disciplinary action for the first offense. Lesser offenses, however, even for the first offense does not preclude termination for cause, dependent upon the circumstances of the offense. Lesser offenses include, but are not limited to, the following:

A. Dangerous Horseplay

Pranks resulting in physical harm or property damage.

B. Misconduct

Gambling on County time and property.

Smoking in restricted areas.

Any act or language which adversely affects morale, production, or the maintenance of discipline.

Rudeness or acts of disrespect to public.

C. Absenteeism/Unauthorized Absences

Unauthorized absence is defined as failure to report for work for one or more workdays.

(NOTE: Failure to report for 3 consecutive working days is considered as a major offense.)

D. Tardiness

Failure to be present at the beginning of the workday, start of a work shift, or when work assignments are being issued.

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009-03 Types of Offenses

009-03-2 Lesser Offenses (continued)

E. Leaving Assigned Work Area

Leaving assigned work area or work site, except for emergencies or when approved by the supervisor.

F. Misuse of County Time

Sleeping or other acts of inattention or neglect of duty. (Unauthorized ref: Fire Combat)

G. Abuse or Violation of County Policies

Abuse or violation of County policies, including the provisions of this manual, any department operating policies or procedures, or otherwise established rules and regulations not constituting a major offense.

H. Safety Violations

Failure to observe County safety practices and regulations.

I. Illegal Driving

Issued Driver's License has expired, or has been denied, restricted, revoked, or suspended during employment.

Failure to notify supervisor if license becomes denied, expired, restricted, suspended, or revoked, where valid Driver's License is required in employees' job description (during employment).

Driving a private or County vehicle while on County business when not possessing a valid driver's license.

Permitting unauthorized individuals to ride in or drive a County vehicle.

J. Loss of Job Requirement of Job Description

Loss of a required license or certificate or other job requirement during employment.

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009-03 Types of Offenses

009-03-2 Lesser Offenses (continued)

K. Nepotism

Hiring or recommending the hiring of a relative in the same division over which one has some degree of authority as identified in Section 400-3-01-3, Family Employment Restrictions.

L. False Statements

Making intentionally false statements, either verbally or in writing, about the County, other employees, themselves, supervision, or work situations.

M. Harassment or Abuse of Rights of Other Employees

Sexual, racial, religious, national origin, etc.; unwarranted intrusion or subjection or ridicule or threats of one employee to another.

N. Outside Employment

Failure to obtain appropriate approval to participate, or continue participation in, employment other than with Seminole County.

O. Personal Use of County Property

Personal use of County-owned equipment, materials, tools, supplies without written permission of the issuing Department Director.

P. Promotion of Private Business

Promotion of private business for gain within any County building, property, or on county time.

Q. Gifts and Gratuities

Employee acceptance of loans, advances, gifts, gratuities, favors, and/or entertainment from a supplier, bidder, or other parties doing business or having an interest in/with County Government.

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009-03 Types of Offenses

009-03-2 Lesser Offenses (continued)

R. Personal Mail/Phone Calls

Receiving an excessive amount of personal phone calls or personal mail while on county compensated time. "Excessive" shall be defined as that which has a significantly negative impact on the specific work operation of the employee.

S. Incarceration

Failure to notify supervisor of incarceration for an offense, charge, or alleged crime.

009-04 Types of Disciplinary Action

009-04-1 Intent

The following guidelines are to be utilized when considering and selecting the most appropriate and effective type of disciplinary action:

- A. There can be no mechanical formula for the application of discipline except in the case of major offenses.
- B. For major offenses, termination is the appropriate disciplinary action.
- C. Each involvement in a lesser offense must be viewed and judged individually.
- D. For most lesser offenses, the least severe action shall be normally appropriate for the first offense. The first steps shall be rehabilitative in nature and less formal.
- E. Lesser offenses shall justify more progressively stringent corrective disciplinary action until the employee recognizes the necessity for correcting the deficiency or, failing this, termination is appropriate.

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009-04 Types of Disciplinary Action

009-04-1 Intent

F. In determining the best course of disciplinary action to achieve a positive permanent change in conduct on the part of the employee, the supervisor shall take the following into consideration in each individual case:

1. The seriousness and circumstances of the particular offense.
2. The employee's past record, his length of service, including his performance and disciplinary records.
3. The lapse of time since the employee last received disciplinary action; frequency of problem.
4. County practice in similar cases.
5. Advance communication efforts made to advise the employee of the problem.
6. Impact on the employee and implications for other employees.
7. Available justification and objective documentation to support the action, given an appeal.
8. Any extenuating circumstances which may exist.

(Exception: first occurrences of major offenses where termination is appropriate where these are not considerations.)

G. Disciplinary actions shall be no more severe than reasonably necessary to correct behavior and/or performance of an employee to meet the standard of their position and these personnel policies.

H. Acceptable disciplinary actions may, depending upon the circumstances, include, but are not limited to:

1. Verbal Warning
2. Written Warning
3. Written Reprimand
4. Placement on Probation (performance/misconduct)
5. Suspension
6. Termination

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009-04 Types of Disciplinary Action

009-04-1 Intent (continued)

I. All disciplinary action measures shall be accomplished in a private place in an informal setting, by discussion between the immediate supervisor, other reviewing supervisor, and the affected employee. In all cases, however, the supervisory employee initiating the disciplinary action discussion with the employee. In the cases of suspensions or terminations there may be exceptions to this procedure.

009-04-2 Verbal Warning

A. A verbal warning should be administered and documented by the immediate supervisor for the first occurrence of a lesser offense, as identified in Section 400-009-03-2, Lesser Offenses, or when the supervisor denotes early indications of less than acceptable performance.

B. Verbal Warning Notices shall:

1. Explain what the offense of problem is.
2. Explain why the offense is against the rules.
3. Prescribe or identify expected corrective action and by when such should be accomplished.
4. Denote the consequences of continued undesirable conduct or performance.

C. A verbal warning should be given as soon after the violation (situation) as practicable and in no event shall it be more than five (5) working days after the most recent basis for the verbal warning is known by the employee's immediate supervisor.

(See Disciplinary Action Authority Charts at the end of the section and Disciplinary Action Procedures for Instituting Verbal Warnings, Procedures Section)

009-04-3 Written Warning

A. A written warning should be administered and documented by the immediate supervisor as the first action to formally indicate when an employee fails to take corrective action identified in verbal warnings, or for repeated lesser offenses.

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009-04 Types of Disciplinary Action

009-04-3 Written Warning (continued)

B. A written warning should be given as soon after the violation as practicable, and in no event shall it be more than five (5) working days after the most recent basis for the written warning is known by the employee's immediate supervisor.

(See Disciplinary Action Authority Charts at the end of this section and Disciplinary Action Procedures for Instituting Written Warning, Procedures Section)

009-04-4 Written Reprimand

A. A written reprimand should be administered and documented by the immediate supervisor:

- 1. When less severe disciplinary action has been unsuccessful and/or corrective action has not been taken by the employee.
- 2. For an initial serious offense.
- 3. For repeated minor offenses.

B. A written reprimand should be given as soon after the violation as practicable, and in no event shall it be more than five (5) working ~~days~~^{days} after the most recent basis for the written reprimand is known by the employee's immediate supervisor.

(See Disciplinary Action Authority Charts at the end of this section and Disciplinary Action Procedures for Instituting Written Reprimands, Procedures Section)

009-04-5 Placement on Special Probation/(Substandard Performance)

A. The immediate supervisor or other reviewing supervisor may recommend to the Department Director, for final approval, to place an employee on special probation, after successful completion of the initial and/or subsequent probationary periods.

B. This action should be recommended and initiated when an employee's performance is, or becomes, less than acceptable during a period between scheduled evaluation reviews.

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009-04 Types of Disciplinary Action

009-04-5 Placement on Special Probation/(Substandard Performance)
(continued)

- C. This option is available and may be initiated even though an employee is not due for a regularly scheduled performance review.
- D. The placement of an employee on special probation under this provision requires the completion of a special performance evaluation review, which highlights performance deficiencies, and recommends corrective action and the discussion of same with the employee.

(See Disciplinary Action Authority Charts at the end of this section and Performance Evaluation Procedures for Instituting Placement on Probation, Procedures Section)

009-04-6 Suspension

- A. The immediate supervisor or other reviewing supervisor may recommend the suspension of an employee to the Department Director.
- B. Suspensions constitute disciplinary time away from the job usually without pay.
- C. Such suspensions should be considered and initiated when less severe disciplinary actions have been unsuccessful, when an employee fails to make corrective action as identified in previous disciplinary actions or for major offenses. Suspensions should also be used as preliminary disciplinary actions pending investigation of major offense(s).
- D. Suspensions shall be for a period of no less than the balance of the employee's shift on the working day the action is taken and shall not exceed five (5) consecutive working days or shifts.
- E. Suspension actions should be given as soon after the violation as practicable, and in no event shall it be more than five (5) working days after the most recent basis for the suspension is known by the employee's immediate supervisor.
- F. All suspension actions must have the approval of the Employee Relations Director prior to the disciplinary discussion with the employee.

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PERSONNEL POLICIES AND PROCEDURES

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009-04 Types of Disciplinary Action

009-04-6 Suspension (continued)

- G. Suspension actions may serve as interim disciplinary action when termination is warranted as a result of the employee's offense for the reasons that:
1. Sufficient time is allowed for thorough investigation of the offense and circumstances.
 2. Such action provides the opportunity for the supervisor to request and/or accept written, signed statement(s) from the affected employee.
 3. Time is allowed for careful and supported determinations.
 4. The supervisor and affected employee are allotted the prescribed period of time away from the situation, due to employee's absence from the work environment.

(See Disciplinary Authority Charts at the end of this section and Disciplinary Action Procedures for Instituting Suspensions, Procedures Section)

009-04-7 Termination

- A. Termination action requests may be initiated by the immediate supervisor or other reviewing supervisors to the Department Director when:
1. The violation is a major offense.
 2. There are repeated offenses and all other disciplinary actions have been unsuccessful in resulting in improved conduct or performance; or an employee has failed to take corrective action identified in other disciplinary actions.
- B. Suspension actions should in most cases precede termination action by the Department Director.
- C. Termination is the most serious and the most severe disciplinary action and should be resorted to only when sufficient other efforts to bring about correction have been unsuccessful or conduct constitutes a major offense.

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009-04 Types of Disciplinary Action

009-04-7 Termination (continued)

D. All termination actions must have Employee Relations Director approval prior to initiating; and there is sufficient documentation, evidence and/or correspondence to substantiate the action.

(See Termination Action Authority Charts at the end of this section and Disciplinary Action Procedures for Instituting Terminations, Procedures Section.)

009-05 Clearing of Disciplinary Action Records

A. It shall be considered that corrective action has been accomplished by the employee and records of disciplinary action may be removed from divisional, departmental, and County personnel files under the following provisions:

1. If the disciplinary action on file is a verbal warning or written warning and the employee has committed no offense requiring any disciplinary action for one year after the initial offense while on the active County payroll.
2. If the disciplinary action on file is a written reprimand and the employee has committed no offense requiring any disciplinary action for three (3) years after the initial offense while on the active County payroll.

(NOTE: The length of time to clear the most serious disciplinary action in the file will be the time frame used for calculation purposes in clearing disciplinary action from file. This time frame will begin from the date of the most recent disciplinary action, regardless of type.)

3. If the disciplinary action is placement on probation, suspension or termination, such action shall, under no circumstances, be removed from County files.

B. It is the responsibility of the affected employee to submit written request through his appointing authority and Department Director to the Employee Relations Director to initiate clearing of his record according to the provisions of this section.

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009-05 Clearing of Disciplinary Action Records (continued)

C. If removal of a disciplinary action from the file(s) is appropriate, the Employee Relations Director shall so notify the respective division and department regarding which action(s) may be removed.

D. The Employee Relations Director shall also contact the employee advising him of any action which has or has not been accomplished and the rationale for same.

(NOTE: The Personnel Office shall maintain a file, separate from the employee's personnel file, of all disciplinary actions until such time as a Records Retention/Management Program is adopted and appropriate procedures are initiated.)

SEMINOLE COUNTY GOVERNMENT
DISCIPLINARY ACTION AUTHORITY

- Verbal Warning
- Written Warning
- Written Reprimand

Policies Section 400-009
 Procedures Section 400-109

<ul style="list-style-type: none"> • PREPARATION • AUTHORITY 				<ul style="list-style-type: none"> • OPERATING • COUNTY ADMINISTRATION • COUNTY DEVELOPMENT 	ASSISTANT COUNTY ADMINISTRATOR DEPUTY COUNTY ADMINISTRATOR	COUNTY ADMINISTRATOR	BOARD OF COUNTY COMMISSIONERS
POSITION	IMMEDIATE SUPERVISOR	REVIEWING SUPERVISOR	DIVISION MANAGER	DEPARTMENT DIRECTOR			
OTHER EMPLOYEES (DEPARTMENT) <ul style="list-style-type: none"> • OPERATING • COUNTY ADMINISTRATION • COUNTY DEVELOPMENT 	Makes disciplinary action recommendation and initiates/prepares Disciplinary Action Form.	Review and concurrence; forwards Disciplinary Action Form.	Review and concurrence; forwards Disciplinary Action Form.	Approval of disciplinary action.			
Final Authority ← ↳ Disciplinary Action administered by any of these levels of supervision. --- (NOTE: Disciplinary Action can be recommended/initiated by any of these levels of supervision.)							
DIVISION MANAGER				Initiates/ prepares Disciplinary Action Form. Administers Disciplinary Action Final Authority.	Review (optional) ↓ ↓ ↓		
DEPARTMENT DIRECTOR (• COUNTY ADMINISTRATION) (• COUNTY DEVELOPMENT)				Initiates/ prepares Disciplinary Action Form. Administers Disciplinary Action. Final Authority.	Review (optional) ↓ ↓ ↓		
COUNTY ATTORNEY DEPUTY COUNTY ADMINISTRATOR ASSISTANT COUNTY ADMINISTRATOR DEPARTMENT DIRECTOR (• OPERATING)						Initiates/prepares Disciplinary Action Form. Administers Disciplinary Action. Final Authority	
COUNTY ADMINISTRATOR							Final Authority by a majority vote.

Rev. 2/03-24-88
 (Effective 10-01-87)
 6.1 PP&PrCHTS

Employee Performance Evaluation
 Form (P-004)

SEMINOLE COUNTY GOVERNMENT
 DISCIPLINARY ACTION AUTHORITY

TYPE
 Placement on Probation
 (Substandard Performance)

Policies Section 400-003
 Policies Section 400-009
 Procedures Section 400-109

● PREPARATION ● AUTHORITY				● OPERATING ● COUNTY ADMINISTRATION ● COUNTY DEVELOPMENT	ASSISTANT COUNTY ADMINISTRATOR DEPUTY COUNTY ADMINISTRATOR	COUNTY ADMINISTRATOR	BOARD OF COUNTY COMMISSIONERS
POSITION	IMMEDIATE SUPERVISOR	REVIEWING SUPERVISOR	DIVISION MANAGER	DEPARTMENT DIRECTOR			
OTHER EMPLOYEES (DEPARTMENT) ● OPERATING ● COUNTY ADMINISTRATION ● COUNTY DEVELOPMENT	Prepare and rate performance factors; provide narrative. --- Check Off --- Check Off --- Check Off --- (Superceding Authority)						
	Conducts Special Performance Evaluation Interview. → Final Authority						
DIVISION MANAGER				Prepare and rate performance factors. → Review (optional) Conduct Special Performance Evaluation interview. ← Final Authority			
DEPARTMENT DIRECTOR (● COUNTY ADMINISTRATION) (● COUNTY DEVELOPMENT)				Prepare and rate performance factors. → Review (optional) Conduct Special Performance Evaluation Interview. ← Final authority.			
COUNTY ATTORNEY ----- DEPUTY COUNTY ADMINISTRATOR ----- ASSISTANT COUNTY ADMINISTRATOR ----- DEPARTMENT DIRECTOR (● OPERATING) ----- COUNTY ADMINISTRATOR STAFF						Prepare and rate performance factors. ----- Conduct Special Performance Evaluation interview. ----- Final Authority	
COUNTY ADMINISTRATOR							Final Authority by majority vote.

SEMINOLE COUNTY GOVERNMENT
DISCIPLINARY ACTION AUTHORITY

- Suspension
- Level I
- Level II

Policies Section 400-009
 Procedures Section 400-109

NOTE: (1) Suspension Level II should precede a Termination Action.
 (2) Suspension actions should be reviewed by the Employee Relations Director prior to issuance.

• PREPARATION • AUTHORITY				• OPERATING • COUNTY ADMINISTRATION • COUNTY DEVELOPMENT	ASSISTANT COUNTY ADMINISTRATOR DEPUTY COUNTY ADMINISTRATOR	COUNTY ADMINISTRATOR	BOARD OF COUNTY COMMISSIONERS
POSITION	IMMEDIATE SUPERVISOR	REVIEWING SUPERVISOR	DIVISION MANAGER	DEPARTMENT DIRECTOR			
OTHER EMPLOYEES (DEPARTMENT) • OPERATING • COUNTY ADMINISTRATION • COUNTY DEVELOPMENT	Makes suspension recommendation and initiates/prepares Disciplinary Action Form.	Review and concurrence.	Review and concurrence. -----OR----- Administers Disciplinary Action.	Approval of suspension action. ----- Administers Disciplinary Action ----- Final Authority			
(NOTE: Disciplinary Action can be recommended/initiated by any of these levels of supervision.)							
DIVISION MANAGER				Initiates/prepares Disciplinary Action Form. ----- Administers Disciplinary Action ----- Final Authority.			
DEPARTMENT DIRECTOR (• COUNTY ADMINISTRATION) (• COUNTY DEVELOPMENT)					Initiates/prepares Disciplinary Action Form. ----- Administers Disciplinary Action. ----- Final Authority.		
COUNTY ATTORNEY ----- DEPUTY COUNTY ADMINISTRATOR ----- ASSISTANT COUNTY ADMINISTRATOR ----- DEPARTMENT DIRECTOR (• OPERATING)						Initiates/prepares Disciplinary Action Form. ----- Administers Disciplinary Action. ----- Final Authority	
COUNTY ADMINISTRATOR							Final Authority by a majority vote.

SEMINOLE COUNTY GOVERNMENT
 DISCIPLINARY ACTION AUTHORITY

• Termination

Policies Section 400-009
 Procedures Section 400-109

NOTE: (1) Termination action should be preceded by a Suspension Level II.
 (2) Termination action require prior review by the Employee Relations Director.

<ul style="list-style-type: none"> • PREPARATION • AUTHORITY 				<ul style="list-style-type: none"> • OPERATING • COUNTY ADMINISTRATION • COUNTY DEVELOPMENT 	ASSISTANT COUNTY ADMINISTRATOR DEPUTY COUNTY ADMINISTRATOR	COUNTY ADMINISTRATOR	BOARD OF COUNTY COMMISSIONERS
POSITION	IMMEDIATE SUPERVISOR	REVIEWING SUPERVISOR	DIVISION MANAGER	DEPARTMENT DIRECTOR			
OTHER EMPLOYEES (DEPARTMENT) <ul style="list-style-type: none"> • OPERATING • COUNTY ADMINISTRATION • COUNTY DEVELOPMENT 	Makes termination recommendation and initiates/prepares Disciplinary Action Form.	Review and concurrence.	Review and concurrence. Administers Disciplinary Action.	Approval of termination action. Administers Disciplinary Action.			
(NOTE: Disciplinary Action can be recommended/initiated by any of these levels of supervision.)							
DIVISION MANAGER				Initiates/prepares Termination Action. Administers Disciplinary Action.			
DEPARTMENT DIRECTOR (• COUNTY ADMINISTRATION) (• COUNTY DEVELOPMENT)					Initiates/prepares Termination Action. Administers Disciplinary Action.		
COUNTY ATTORNEY DEPUTY COUNTY ADMINISTRATOR ASSISTANT COUNTY ADMINISTRATOR DEPARTMENT DIRECTOR (• OPERATING)						Initiates/prepares Termination Action. Administers Disciplinary Action.	
COUNTY ADMINISTRATOR							FINAL AUTHORITY by a majority vote.

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Policies Section 400-009