

ORANGE COUNTY PROFESSIONAL
FIRE FIGHTERS, IAFF LOCAL 2057

AND

ORANGE COUNTY
COLLECTIVE BARGAINING AGREEMENT
(BATTALION CHIEFS)

F.Y. 2011-2012
to
F.Y. 2013-2014



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ARTICLE 1
PREAMBLE

1. This AGREEMENT is between ORANGE COUNTY, FLORIDA, hereinafter called “the County,” and ORANGE COUNTY PROFESSIONAL FIRE FIGHTERS ASSOCIATION, Local 2057, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter called the “Union.”

ARTICLE 2
RECOGNITION

1. The County recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No. 1366. Currently included in the bargaining unit are all employees of the Orange County Fire Rescue Department in the classification of Battalion Chief. Employees in this classification shall be covered by the terms of this Agreement unless excluded by mutual agreement of the parties, or excluded from the bargaining unit by PERC. All other County employees are excluded from the bargaining unit and shall not be covered by the terms of this Agreement.

ARTICLE 3
MANAGERIAL RESPONSIBILITY/CONFLICTS OF INTEREST

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

- A. Supervising a shift, battalion, and/or a fire/rescue station and directing related operations, including the supervision of all shift, battalion, or station personnel and the oversight and maintenance of all apparatus and equipment.
- B. Supervising fire and rescue scenes and incidents, including the direction of personnel and equipment as required.
- C. Assigning work duties to all subordinate personnel.
- D. Reviewing and evaluating the performance of subordinate personnel.

- E. Recommending and administering disciplinary action, conducting investigations and inquiries.
- F. Training and/or administering the training of subordinate personnel, including precepting probationary firefighters and administering their recruit testing.
- G. Enforcing all County and Departmental rules, regulations, policies, procedures, and guidelines, and making recommendations concerning revisions thereto.
- H. Purchasing materials and equipment within policy guidelines and making recommendations concerning Departmental purchases.
- I. Ensuring safety of personnel at the fire station and other work sites and administering the Department safety program.
- J. Timely and accurately completing all forms, reports, and other paperwork relating to station operations, fire and rescue incidents, daily work and activities, and personnel matters.
- K. Temporarily transferring/assigning subordinate employees to different assignments, as required.
- L. Participating in the administration of Departmental overtime and release from duty policies.
- M. Overseeing the maintenance of station and apparatus inventory.
- N. Maintaining station and equipment security.
- O. Preparing budgets for their assigned programs.
- P. Administering and participating in public education programs.
- Q. Participating in committees, task forces, or other work groups as assigned by the Department or the County.
- R. Working as part of, and supporting the positions of, the Fire Administration and the County.
- S. Performing station inspections.
- T. Performing any and all job duties falling within the generic scope of fire/rescue services.

- U. Performing such other duties and responsibilities as are required under Department rules, regulations, policies, and procedures, and/or as assigned by appropriate management authority.
- 2. Nothing herein shall preclude bargaining unit employees from engaging in protected union, speech, or whistle-blower activity in accordance with applicable law.
- 3. Nothing herein shall render Battalion Chiefs “managerial employees” under the Florida Public Employees Relations Act. Moreover, notwithstanding the foregoing, Battalion Chiefs shall only be disciplined for just cause unless stated otherwise in this Agreement.

ARTICLE 4
APPENDICES AND AMENDMENTS

- 1. Appendices to this Agreement (if any) shall be lettered and incorporated by specific reference and shall otherwise constitute a part of the Agreement.
- 2. Amendments to this Agreement (if any) shall be signed and dated by the parties and shall constitute a part of this Agreement.

ARTICLE 5
DUES DEDUCTIONS

- 1. The County agrees to deduct from the wages on each pay period uniform bi weekly membership dues and uniform assessment, and five “Union checkoff” for each bargaining unit member who signs and submits an authorization card. It is understood that one of the “Union checkoff” dues line may be utilized for the purpose of a PAC fund. The County shall not make deductions for payment of initiation fees or fines. Dues deducted by the County shall be remitted to the Union by check within seven (7) days from the date of deduction. Any change in the amount of dues to be deducted will require a written authorization by the President and Treasurer of the Union and will be effective the beginning of the pay period fifteen (15) days from receipt of such written authorization.
- 2. The payroll deduction authorized shall be revocable by any affected bargaining unit member. The payroll deduction of Union dues and uniform assessments shall be stopped at any time by a written and dated request from such bargaining unit member delivered to the Support Services Supervisor or designee. The effective date for stopping dues checkoff shall be the pay period fifteen (15) days after receipt by the County of written notice of the date of such revocation by the bargaining unit member.

If, for any reason, the bargaining unit member's employment is terminated, the effective date for stopping dues checkoff shall be the date of termination. Notice of any bargaining unit member's separation of employment from the Fire/Rescue Services Department will be forwarded to the Union

within thirty (30) days thereafter by the Support Services Supervisor or designee.

3. No deduction shall be made from the pay of any bargaining unit member for any payroll period in which his net earnings for that period, after other deductions, are less than the amount of dues to be checked off. Upon returning to a full pay status, after dues deductions have been stopped, such dues will re-start automatically and without further authorization from the member.

4. The Union agrees to indemnify and hold harmless the County, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the County or its agents, employees or officials. The term officials as used herein includes elected or appointed officials.

5. The County's Fire Rescue Human Relations Office shall forward a copy of any change of address received from union members to the Union.

ARTICLE 6

MANAGEMENT RIGHTS

1. **Reservation of Rights.** 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 the Agreement.

2. The Union and the employees covered under this Agreement recognize and agree that the County has the 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 exclusive right to:

- A. Exercise complete and unhampered control to manage, direct, and totally supervise all employees of the County;
- B. Decide the scope of service to be performed and the method of service;
- C. Take whatever action may be necessary to carry out the mission and responsibility of the County in unusual and/or emergency situations;
- D. Schedule and assign the work to the employees and determine the size and composition of the work force;
- E. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;

- F. Hire and/or otherwise determine the criteria and standards of selection for employment;
- G. Promote and/or otherwise establish the criteria and/or procedure for promotions, and to determine the number, grade, and types of positions, in any pay plan which is or may be developed by the County;
- H. Fire, demote, suspend or otherwise discipline for just cause;
- I. Set procedures and standards to evaluate County employees' job performance;
- J. Lay off and/or retrieve employees from duty for good cause;
- K. Determine the allocation and content of job classifications and determine all training parameters for all bargaining unit positions, including persons to be trained and extent and frequency of training;
- L. Use non unit employees for work performed by employees of the unit in an emergency or for special activity events when good business judgment makes such action advisable;
- M. Modify operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the County, good business judgment makes such modification advisable;
- N. Determine the number, location and operation of all departments and divisions thereof;
- O. Contract and/or subcontract any existing or future work when good business judgment makes such action advisable;
- P. Establish, amend, revise and implement any program and/or procedures; modify the structure of any County division, function or any personnel amendment to or required by any function or department;
- Q. Institute, modify or terminate any non monetary work-incentive plan;
- R. Control the use of equipment and property of the County; and
- S. Alter or vary past practices.

3. 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. The exercise of the above rights by the County does not

preclude employees or their representatives from raising a grievance should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

4. If the County fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the County's right to exercise any or all of such functions.

ARTICLE 7

UNION BUSINESS

1. Union officers and Union representatives shall be paid by the County only when they perform assigned fire and rescue duties and/or work directed by the County. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize union pool leave, personal leave, or shift exchange; provided, however, that they comply with the rules otherwise applicable to union pool time, personal leave, or shift exchanges.

2. The County agrees to establish a Union Time Pool not to exceed 496 hours in each fiscal year of this Agreement. The County will contribute 300 hours to the Pool on the first day of the first full pay period after October 1 of each year of this Agreement. The hours contributed by the County shall be maintained in the pool on an hour for hour basis. Hours contributed by the County not used at the end of the fiscal year shall not be rolled over to any subsequent fiscal year. 240 of the hours contributed by the County shall be used exclusively for activities that benefit a member or members of this bargaining unit.

3. Upon 80% exhaustion of the County contributed hours, the Union may request that a 2-week Union Time Pool contribution period be initiated. Bargaining unit employees may contribute up to 196 hours of personal leave, not to exceed seven (7) hours per employee, during this 2-week contribution period. Only one Union Time Pool contribution period can be conducted in any fiscal year. The hours contributed by employees will be maintained in the pool as a dollar amount using the contributing employee's base hourly rate. Hours contributed by employees may be rolled over to a subsequent fiscal year; provided, however, that donations for the subsequent fiscal year shall be allowed only up to the point where the Time Pool contains 196 hours of leave donated by employees. Roll over hours shall be utilized during the subsequent fiscal year upon exhaustion of the County contributed hours.

4. The Union Time Pool may be used by no more than two (2) employees per twenty-four (24) hour day for Union business. Requests for such time off shall be in writing, using the designated Request for Withdrawal form, and shall be submitted to the Chief or his designee for approval at least forty-eight (48) hours prior to the time of such requested time off, unless circumstances beyond the Union's control warrant less notice, whereupon the request may be submitted verbally with the need for the shorter notice substantiated and later confirmed in writing. The Chief or his designee shall notify the employee within a reasonable period of time prior to the requested time off of approval or denial of the request. Any request which fails to comply with these requirements shall

be denied. Otherwise, approval for the use of Union Time Pool shall be withheld only upon operational need or where the granting of the request will result in overtime cost to the County.

5. The Department shall submit the designated Request for Withdrawal form to the Payroll Department for each bargaining unit employee requesting to use time from the pool within the deadline established by the Payroll Department.

6. Any corrections, revisions or adjustments necessary for any reason will be made the pay period following written notification of same to the Payroll Department.

7. The Union Time Pool hours contributed by the County shall be charged on an hour for hour basis. The Union Time Pool hours contributed by the employees shall be charged by multiplying the hours being requested times the leave user's hourly rate of pay, and deducting that amount from the Time Pool balance. Dollar amounts shall be rounded to the nearest whole cent.

8. Any injury received or accident incurred by a Union member whose time is being paid for by the Union Time Pool, or while engaged in activities paid for by the Union Time Pool shall not be a considered line of duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of employment by the County within the meaning of Chapter 440, Florida Statutes, as amended. This section shall not include benefits attainable through Florida Statutes 112.181.

9. The Union agrees to indemnify and hold harmless the County, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the County or its agents, employees or officials. The term officials as used herein includes elected or appointed officials.

10. Management maintains the authority, in its sole discretion, to authorize leave with pay for union activities when it is believed to be in the best interest of the department and /or the County. Hours authorized under this provision will not be deducted from the Union Time Pool.

ARTICLE 8
SEVERABILITY

1. 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. In the event any provision of this Agreement is lawfully declared invalid, the County and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 9
RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the Orange County Policy Manual, Rules and Regulations, Administrative Regulations, Department SOP's, General Orders, or any other recognized County or Departmental Policies shall govern the employees covered hereunder.

2. The County and/or the Department shall have the right to formulate, amend, revise, and/or implement any rules, regulations, SOP's, general orders, or policies, upon at least fifteen (15) calendar days' notice to the Union, unless the County or Department determines that operational or administrative needs warrant less notice.

3. Amendments, revisions or modifications of rules, regulations, SOP's, or policies that conflict with the terms of this Agreement are invalid unless this Agreement is likewise altered as agreed to by the parties.

4. Employees shall comply with all applicable rules, regulations, SOP's, general orders, or policies. No disciplinary action will be taken for violation of a posted rule, regulation, SOP, or policy until at least ninety-six (96) hours after posting. "Posting" may be accomplished through electronic mail, telecommunication, bulletin board posting, or any other appropriate means.

ARTICLE 10
DISCIPLINE

1. The Fire Chief, or his designee, may discipline any bargaining unit employee for just cause. The types of discipline authorized under these policies include discharge, suspension without pay, demotion, written reprimands and oral reprimands. Counseling is not considered discipline.

2. In determining the appropriate disciplinary action, the supervisor shall take the following into consideration in each case:

A. The seriousness and circumstances of the particular offense.

- B. The past record of the employee and his length of service.
- C. The lapse of time since the employee last required disciplinary action.
- D. The County practice in similar cases.

The parties recognize, however, that certain serious offenses will be basis for immediate discharge without regard to prior record, length of service or other considerations (such as discipline or discharge under Article 15).

3. In the event that a suspension, demotion or discharge action is to be taken against a bargaining unit employee, he/she shall be furnished a written statement specifying the grounds that may exist for such action and the opportunity for a pre-determination hearing in accordance with applicable County/Department policy. Bargaining unit employees may be relieved from duty with pay pending an investigation and/or disciplinary action. An employee who is arrested may be automatically relieved from duty without pay pending criminal investigation. If an employee is convicted of a felony, pleads nolo contendere to a felony, or if adjudication is withheld, management may, in its sole discretion, and without regard to paragraph 1 above, terminate the employee.

4. All new hires shall serve a probationary period of one year. Likewise all newly promoted or appointed Battalion Chiefs shall serve a probationary period of one year. Additionally, non-probationary employees may be placed on probation for either disciplinary or performance-related reasons. Initial hire probationary employment is at will, and initial hire probationary employees may be separated from employment at any time during their probationary period based on unsatisfactory performance or for disciplinary reasons, as determined by the Fire Chief in his sole discretion. Newly promoted or appointed probationary employees may be returned to their former position at any time during their probationary period based on unsatisfactory performance or for disciplinary reasons; and grievance for such actions may not be advanced past Step Three of the grievance provisions of this Agreement.

5. Investigations conducted by the Fire Rescue Department into alleged employee misconduct shall be completed within forty-five (45) calendar days of the date of the commencement of the investigation, except where the Department determines that additional time is necessary to complete the investigation due to circumstances beyond the Department's control. Investigations not completed either within forty-five (45) calendar days or within the time extended due to circumstances beyond the Department's control shall be limited to a discipline no more severe than written reprimand.

6. Disciplinary actions below the level of suspension without pay shall not be advanced past Step Three of the grievance and/or arbitration provisions of this Agreement.

7. Bargaining unit employees shall not be subject to the County's disciplinary or grievance/appeal procedures. This Agreement shall establish the exclusive procedures for taking disciplinary action as well as grievances/appeals therefrom.

ARTICLE 11
WORK STOPPAGES

1. The Union and/or the bargaining unit employees shall not instigate, support, or participate in any manner in a strike against the County.
2. The parties agree that any employee who instigates, supports, or participates in any manner, in a strike against the County may be discharged or otherwise disciplined by the County. Additionally, any violation of this Article shall subject the violator to the penalties provided by applicable statute.
3. For purposes of this Article, “strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the County for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the County; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURES

1. Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.
2. A “grievance” is defined as a dispute regarding the interpretation or application of this Agreement. Grievances are limited to claims that are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement, including any rules or regulations incorporated by reference therein. No grievance will or need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or the Union. Grievances filed by a bargaining unit employee shall be limited to matters personally affecting that employee. 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 One in any grievance.

3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's Division Manager or designee within ten (10) working 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 Manager or designee shall forward a copy of the grievance to the Fire Chief and the Human Resources Division. The grievance shall be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Division Manager or designee shall, within ten (10) working days after receipt of the grievance, render his or her decision on the grievance in writing, with copies to the grievant (if an individual employee), the Union, the Fire Chief and the Human Resources Division.

STEP TWO: Any grievance which cannot be satisfactorily settled with the Division Manager shall then be taken up by the Fire Chief or his designee. The grievance, as specified in writing within STEP ONE above, shall be filed with the Fire Chief or his designee within ten (10) working days after the due date for the Division Manager's response in STEP ONE above. The Fire Chief or his designee shall, within ten (10) working days after receipt of the grievance, render his decision on the grievance in writing.

STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the Grievance Adjustment Board by filing a request for such Grievance Adjustment Board with the Human Resources Division within ten (10) working days after the due date for the Fire Chief's or his designee's response in STEP TWO above. The Grievance Adjustment Board shall consist of the County Administrator, or his designee, the Union President, or his designee, and a Department Head (other than the Fire Chief), or his/her designee. The Grievance Adjustment Board shall be scheduled within ten (10) working days after receipt of the grievance unless such scheduling is delayed as a result of the unavailability of one (or more) of the Board members. The grievant's presentation to the Board shall be limited to the issues and request for relief set forth in the grievance filed at STEP TWO of the grievance procedure. The majority decision of the Grievance Adjustment Board shall conclusively determine the grievance. The proceedings of the Grievance Adjustment Board shall be recorded, and it shall be the obligation of the grievant (or his/her Union representative) to present all evidence and arguments in support of his/her position.

4. If any grievance is not determined in STEP THREE above, the grievant may request arbitration by hand delivery or by certified or registered mail of a written notice to the County Administrator within ten (10) working days of the Board's decision (or the deadline for issuance of the Board's decision). Said written notice of arbitration shall include a written statement of the

position of the Union (or the individual grievant) with respect to the issues upon which arbitration is being sought. The grievant's presentation at arbitration shall be limited to the issues and request for relief set forth in the original grievance filed at STEP ONE of the grievance procedure. A bargaining unit employee shall not have the right to advance a grievance to arbitration on his/her own behalf, except if the Union declines to advance the grievance to arbitration because the employee is not a dues paying Union member.

5. Within ten (10) working 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, the party requesting arbitration shall, within ten (10) working days, request a list of nine (9) qualified arbitrators who reside within the State of Florida from the Federal Mediation and Conciliation Service. The party requesting arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

6. As promptly as possible after the arbitrator has been selected, he or she 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) working days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be borne equally by 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, including attorneys, for purposes of the arbitration hearing.

7. The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute his or her judgment for that of management in any area identified in this Agreement or by law as a management right, and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended 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 is not a grievance as defined in this Agreement.

8. The arbitrator may not issue declaratory opinions and shall confine him or herself exclusively to the question that is presented to him or her, which question must be actual and existing. The decision of the arbitrator shall be binding, subject to any appeal or review rights. Either party shall be entitled to seek judicial review of the arbitrator's decision in accordance with Florida law.

9. No decision of any arbitrator or the County in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of wages that remains budgeted for the position of the particular employee involved, less any employment compensation and/or interim earnings that he/she may or might have received during the period involved.

10. It is agreed with respect to this grievance and arbitration procedure that:
 - (a) It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant is the Union or an individual employee).
 - (b) Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to the timing will be subject to any arbitration resulting from the matter. A grievance that is, for any reason, not the subject of a timely response by the County or by the Department shall be deemed denied at that step and the grievant may proceed to the next step. The failure to proceed on a timely basis to the next step shall bar the grievance.
11. Bargaining unit employees may not avail themselves of the grievance procedure set forth in the County's Policies. The filing of a lawsuit or an administrative charge/complaint shall bar the filing of a grievance, and/or operate as an automatic withdrawal of a previously filed grievance, arising out of the same operative facts as the lawsuit or the administrative charge/complaint.
12. Any grievance filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion of STEP ONE to add names. No monetary or other relief shall be granted or awarded to any employee not so named.
13. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated County official, hand delivery during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be sufficient for compliance with prescribed time limits, if the designated official is not personally available for service.

ARTICLE 13

BULLETIN BOARDS

1. The Union will have the use of the existing Local 2057 bulletin board at each station in which its members regularly work, and existing Local 2057 bulletin boards to support each Division work location at Fire and Rescue's Administrative offices, and at training and other remote sites.
2. All materials to be placed on the bulletin boards by the Union will be signed by the Union President or his designee. Copies of any material will be delivered to the Fire Chief or his designee for approval within forty-eight (48) hours prior to actual posting.
3. Material placed on the bulletin board shall pertain only to Union business and activities and shall not contain anything political, controversial, or anything reflecting negatively upon the County, any of its employees, elected officials or officers, its constituents or independent agencies, and shall not, in any event, violate the provisions of the County's Code of Conduct. No material, notices, or

announcements that violate the provisions of this section shall be posted. These same rules shall apply to any postings on the Intranet electronic bulletin board.

ARTICLE 14
WORK IN CERTAIN HIGHER CLASSIFICATIONS

1. Management has the right to assign any employee to work in a higher classification. Bargaining unit employees who are required to work in the classifications of Assistant Chief, Division Chief, or Deputy Chief will be paid extra compensation consisting of a 7-1/2% percent adjustment to their hourly rate of pay for all hours actually worked to begin after the completion of eight (8) consecutive hours worked in the higher classification for 56-hour employees, and to begin after the completion of five (5) consecutive hours worked in the higher classification for 40-hour employees.

ARTICLE 15
EMPLOYEE TESTING

1. The County and the Union mutually agree that employee substance and alcohol abuse constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed in jeopardy if an employee is under the influence of a controlled substance, narcotic, drug or alcohol. Furthermore, the Union and the County will work together to provide a drug-free workplace as defined under Florida Statute 440.102. It is further understood that if the above-referenced statute is amended or changed in any manner that the impact shall not automatically be passed on to the employee.

2. To allay public concerns regarding substance and alcohol abuse by Public Safety employees and to mitigate the danger to other employees in the work place and to citizens generally, the County and the Union mutually agree that the following provisions will be implemented:

- A. The Fire Chief or his designee may order an employee to submit to any type of toxicology or alcohol testing deemed appropriate under any of the following circumstances: (1) upon reasonable suspicion that an employee has been on duty or has reported for duty with any controlled substance, narcotic, drug or alcohol in his/her system; (2) if an employee has been arrested for any drug related offense; (3) upon a motor vehicle accident or workplace injury; or (4) pursuant to random selection process. Thereafter, the provision of paragraphs B, C, D, and E, below, shall apply. For the purpose of this paragraph the term "reasonable suspicion" shall mean a belief on the part of the Fire Chief, or designee, that the information upon which the suspicion is based is reliable. For documentation purposes, this information shall be reduced to writing at the time of the order to submit to testing. Employees shall be selected for random testing in such a manner as to ensure that each employee will have an equal chance of selection.

- B. Testing will be conducted in accordance with CDL regulations by a certified laboratory or agency.
- C. Upon written request from the employee, a different certified laboratory or agency will conduct a test on the second portion of the original specimen if the request is received within seventy-two (72) hours of the time the employee is notified of a positive test result on the original sample.

If requested to conduct a test on the second sample, the certified laboratory will confirm any positive test result by a gas chromatography test on the second sample of the original specimen.

- D. For alcohol testing purposes, employees will be asked to provide test samples that will be submitted to an appropriate alcohol testing procedure. A 0.04 or greater blood/alcohol level will deem the employee to be impaired and will be considered a positive test result. A positive test may result in disciplinary action up to and including dismissal.
- E. Employees who refuse to comply with the provisions of this Article, including but not limited to refusing to report for drug testing at the time and place directed, shall be terminated.
- F. In accordance with the provisions of Florida Statutes, the test results and all other medical reports shall remain confidential and are not subject to public release. However, the results and reports may be disclosed in any arbitration or litigation involving the employee.
- G. Employees may request Union representation during any of the testing procedures, provided that the Union representative does not in any manner interfere with or delay the testing procedures or jeopardize the security of the tests.
- H. The County, in its sole discretion, and without limiting its rights under sub-section J below, may provide the opportunity for employees to enter a County-approved/sponsored rehabilitation program. The parties agree that the County has the sole authority to determine whether to maintain and/or continue any County-approved/sponsored rehabilitation program and that any approval for an employee to enter any rehabilitation program may be limited by the County to one opportunity during an employee's employment. An employee may be allowed to voluntarily enter a County-approved/sponsored rehabilitation program, assuming that the employee has had no history of substance influence or use, that no disciplinary action is pending (and further that the employee has done nothing for which he could be subject to disciplinary action), and that no accident, injury, reasonable suspicion request, or random selection has occurred at the time of such request. The County

and Union encourage employees to volunteer in seeking assistance by way of professional counseling.

- I. If an employee enters a County-approved/sponsored rehabilitation program in accordance with paragraph J. above, then, upon successful completion of rehabilitation (as determined by a County-designated physician) the employee shall be returned to his regular duty assignment or the equivalent thereof. If follow-up care is prescribed after treatment, such may be imposed by the County as a condition of continued employment. The County shall be allowed complete access to the employee's medical file and counseling records.

Immediately upon an employee's discharge from a rehabilitation program, the employee will provide the County with documentation of the follow-up care requirements as well as permission for the County to ascertain whether the employee has been and/or is abiding by the program requirements. Moreover, the parties agree that entry into such a rehabilitation program shall be deemed to constitute reasonable suspicion that the employee has in his system or is using controlled substances, narcotics, drugs or alcohol, and that, accordingly, the employee may be subject to testing procedures in accordance with paragraphs B and C above, as required by management, for period not to exceed two (2) years from the date that the employee returns to duty. Should an employee refuse to submit to testing in accordance with the provisions of this paragraph, to voluntarily enter a County-approved/sponsored rehabilitation program, to successfully complete and otherwise comply with the requirements of such program, to comply with the requirements of any follow-up care; or, should the employee test positive for drugs or controlled substances, narcotics, or drugs or alcohol during the aforesaid two (2) years period, the employee shall be immediately dismissed.

- J. The County retains the absolute right to determine whether a single positive test result warrants discharge or a lesser disciplinary action. The failure of the County to impose a particular disciplinary action in one situation will not prejudice the County's right to impose such (or a different) disciplinary action in another situation. Nothing in this Agreement shall be interpreted as restricting, in any way, the absolute right of the County to terminate employment for a single positive drug or alcohol test result.
- K. The County and Union agree that each employee will undergo annual drug testing as part of their annual physicals. All employees that do not receive annual physicals will be drug tested within a two week period of time from their anniversary date.

3. The County maintains the right to require any bargaining unit employee, at County expense, to undergo a fitness-for-duty test (physical and/or psychological) where the County determines that cause exists for such test.

4. As part of the Fire/Rescue Department Respiratory Protection Program, annual medical examinations will be provided to all Special Risk certified personnel. Examinations will be paid for by the Department, will be scheduled during off-duty time, and will be compensated in accordance with this agreement. Forty-hour employees will schedule their medical examination during working hours.

5. Included in the annual medical examinations will be the following:

- A. Medical History
- B. Height and Weight record
- C. Vision Screening
- D. Blood Pressure and Pulse
Audiometric Testing
- E. Pulmonary Functions Test
12 Lead EKG
- F. Chest X Ray (Every other year unless requested)
- G. Blood Tests - Glucose, BUN (Urea Nitrogen), Creatinine/Serum, BUN/Creatinine Ratio, Uric Acid/Serum, Calcium/Serum, Phosphorus/Serum, Cholesterol, Triglycerides, Total Bilirubin, LDH, Alkaline Phosphatase, SGOT, SGPT, Protein/Total Serum, Albumin, Globulin, A/G Ratio, Sodium, Potassium, Chloride, CO₂, Anion Gap
- H. Stress EKG will be provided every two years to personnel over the age of 40.
NOTE: If requested by the examining physician a Stress EKG will be performed regardless of age.
- I. Physician Exam
- J. TB Test
- K. HIV test upon request
- L. Breast exam
- M. Prostate and PSA exams

6. The primary purpose of this program is to identify and inform personnel of any possible health risks. Employees will be notified within thirty (30) days of any abnormal finding requiring medical follow up. All follow up medical appointments will be made during off duty time.

7. Upon request, employees may obtain a copy of their blood test results from the medical facility.

ARTICLE 16

EQUAL EMPLOYMENT OPPORTUNITY/HARASSMENT

1. The current County policies, and amendments thereto, regarding equal employment opportunity and harassment shall remain in effect for the term of this Agreement.

ARTICLE 17
TRANSFERS

1. Employees may be transferred from station to station, work location to work location, shift to shift, and/or assignment to assignment as deemed to be in the best interest of the County by the Fire Chief, or his designees.
2. Mutual consent transfers shall be allowed subject to the approval of the affected Deputy Chiefs. The denial of a mutual request transfer shall not be grievable.

ARTICLE 18
INSURANCE

1. The County shall provide insurance for all bargaining unit employees and their dependents in the same manner as all other County employees. The County shall also provide any additional insurance required by Florida law.
2. Employees who retire may continue their group medical insurance coverage. The retiree will pay full premium. To assist in this cost, the County will provide a monthly subsidy to retired employees who have retired from service under the Board of County Commissioners and are receiving Florida Retirement System benefits. The monthly subsidy will begin after the Human Resources Division's benefits section has received proof that the employee has health insurance. This proof of insurance is required to be recertified annually, January of each year. Subsidy payments are not retroactive. The subsidy will provide a \$3.00 per month for every year of service to a maximum of 30 years; up to the cost of the employee premium, whichever is lower. In the event the County increases this subsidy for all County employees, the bargaining unit members shall receive the same increase.

For those employees forced to retire by the County due to an illness or injury from which a workers' compensation award has been issued, the subsidy will provide \$5.00 per month for every year of service to a maximum of 30 years, up to the cost of the employee premium, whichever is lower. The minimum subsidy shall be \$75.00 per month. Employees will be eligible for only one of the subsidy rates stated above. In the event the County increases this subsidy for all County employees, the bargaining unit members shall receive the same increase.

ARTICLE 19
WAGES

1. Bargaining unit employees shall receive wage increases, as follows:

A. Fiscal Year 2011-2012

For Fiscal Year 2011-12 there will be no wage increases for bargaining unit employees.

B. Fiscal Year 2012-13

Effective the first full pay period of Fiscal Year 2012-13 all active employees subject to this Section, shall receive a 3% base wage increase. Employees at or near the maximum of the pay range will receive a one-time lump sum, not added to base, in an amount equal to the difference between the 3% pay increase and amount bringing the employee to the range maximum but no more than a total of 3%.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. There will be no retroactive salary/wage recalculations as a result of promotions occurring during the Fiscal Year 2012-13.

The amount of retroactive payment due to an eligible employee will be calculated by multiplying the sum of the employee's Fiscal Year 2012-13 earnings while in a bargaining unit position under this Agreement (which includes all salary and Work Back) from the first full pay period in Fiscal Year 2012-13 through the last full pay period in Fiscal Year 2012-13 by 3%.

C. Fiscal Year 2013-14

Effective the first full pay period of Fiscal Year 2013-14 all active employees subject to this Section, shall receive a 3% base wage increase. Employees at or near the maximum of the pay range will receive a one-time lump sum, not added to base, in an amount equal to the difference between the 3% pay increase and amount bringing the employee to the range maximum, but no more than a total of 3%.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. There will be no retroactive salary/wage recalculations as a result of promotions occurring during Fiscal Year 2013-14.

The amount of retroactive payment due to an eligible employee will be calculated by multiplying the sum of the employee's Fiscal Year 2013-14 earnings while in a bargaining unit position under this Agreement (which includes salary and Work Back) from the first full pay period in Fiscal Year 2013-14 through the last full pay period in Fiscal Year 2013-14 by 3%.

D. Future Increases

Any future increases to employee base wages or incentives beyond Fiscal Year 2013-14 shall be negotiated.

2. Fire Rescue Department employees promoted to Battalion Chief shall have the EMT incentive, paramedic incentive, and longevity, if any, which they received prior to their promotion, added into their base salary upon promotion to Battalion Chief, as well as the balance of any accrued Leave Hours/days carried over, in accordance with existing practice.

3. Bargaining Unit members, upon reaching their five (5) consecutive year anniversary date in the rank of Battalion Chief shall receive a Seniority Increase up to the amount of \$3,000 added to their annual base pay, not to exceed the maximum of the pay range. The increase will be effective the first full pay period following the fifth anniversary date. If the bargaining unit employee is at or near the maximum of the pay range, the incentive shall be reduced to an amount that will place the member at the maximum of the pay range.

ARTICLE 20 **TOBACCO USE**

1. It is understood that smoking and/or the use of any and all tobacco products is a known hazard to the health of employees, including members of the bargaining unit. The purpose of this article is to reduce the number of health insurance claims related to the use of tobacco products. It is agreed that the following policy regarding the use of tobacco products shall be adhered to.

2. All bargaining unit members hired on or after October 1, 1989, shall be non tobacco users at the time of hire as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, cigars, pipes, or use of any type tobacco products of any kind at all times, whether on or off duty. All bargaining unit members promoted to Battalion Chief on or after October 1, 2002, shall be non tobacco users at the time of promotion as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, cigars, pipes, or use of any type tobacco products of any kind at all times, whether on or off duty. Any bargaining unit member who violates this provision will be subject to disciplinary action.

3. All bargaining unit members hired before October 1, 1989, including those promoted to Battalion Chief before October 1, 2002, shall be permitted to use tobacco on duty only in designed smoking areas. Smoking and the use of tobacco products shall be prohibited when in contact with the general public; in all fire/rescue vehicles; and in areas of the fire department and County facilities, except for designated smoking areas. Any bargaining unit member who violates this provision will be subject to disciplinary action.

4. Bargaining unit employees may be subject to tobacco or nicotine testing.

ARTICLE 21
SAFETY AND HEALTH

1. The County and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The County and the Union will cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices for the protection of employees.
2. The Union may consult with the County's safety representative and make recommendations in safety matters.
3. All protective devices, wearing apparel, and other equipment deemed reasonable and prudent by the Orange County Fire Rescue Department to protect employees from injury shall be provided by the County. Such protective devices, apparel and equipment, when provided, must be used. The Union agrees that neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished hereunder by the County shall be basis for disciplinary action up to and including discharge. Additionally, an employee who loses or damages County or Department devices, apparel, or equipment of any type, due to gross neglect or intentional acts, shall reimburse the County for the cost thereof, or the cost of repairing the item (assuming it can be repaired by the County/Department), up to \$500.
4. The County and the Department will maintain such health and safety conditions as are required under applicable federal, state, and local law. Battalion Chiefs shall be responsible for enforcing safety and health requirements adopted by the Department.
5. Bargaining unit members may be required to take and pass an annual physical abilities test, the timing and content of which shall be determined by the Fire Chief or his designee with prior input from the Union.

ARTICLE 22
SENIORITY

1. **LONGEVITY:** Longevity, for the purpose of this Agreement, is defined to be the length of continuous uninterrupted service in the Orange County Fire Rescue Department, including any continuous uninterrupted service as firefighters of the abolished Fire Control Districts.

Longevity continues to accrue during all types of leave.

Exception: When a member is on leave of absence without pay for a period exceeding thirty consecutive days. The total time accumulated over the 30-day period shall not be counted toward longevity accrual. Leave of absence without pay for periods of 30 days, or less, shall not cause an

adjustment in longevity accrual. Longevity is used to calculate certain benefits attributable to the member which benefits are based on accrual rates.

2. SENIORITY: Seniority for the purpose of this Agreement is defined to be the accumulated length of service in a rank or classification, as covered by this Agreement. It is not necessary that the accumulated service is consecutive, that is without break. Seniority continues to accrue during all types of leave.

Exception: When a member is on leave of absence without pay for a period exceeding thirty consecutive days. The total time accumulated over the 30-day period shall not be counted toward seniority accrual. Leave of absence without pay for periods of 30 days, or less, shall not cause an adjustment in seniority accrual.

When more than one member accumulates the same length of service, seniority in a rank or classification determines the order. In the event seniority is identical, the longevity, as described above shall be used to determine the outcome. In the event seniority or longevity are the same, then the affected members shall draw lots to determine the outcome. Administration of the lot drawing shall be by the Union. Seniority begins on the date of hire, or promotion. It ceases in that rank, or classification, on the date of promotion to a new rank, or classification, and shall be kept in each member's Fire Department personnel record. Seniority, as referred to in this contract, shall be used in the determination of vacation scheduling and any other procedures referenced in this Article relating to seniority. Nothing in this provision shall be construed to effect negatively employees acquired through the consolidation of departments.

ARTICLE 23

HOURS OF WORK AND WORK-BACK

1. Bargaining unit employees within the classification of Battalion Chief are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department, or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees within the classification of Battalion Chief also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees within the classification of Battalion Chief are paid on a salary basis, and that nothing in this Agreement is intended to convert the Battalion Chiefs to hourly employees. It is therefore understood and agreed that bargaining unit employees within the classification of Battalion Chief are exempt from the overtime requirements of the Fair Labor Standards Act.

2. Bargaining unit employees within the classification of Battalion Chief will normally be assigned to work 8, 10, or 24 hour shifts. Battalion Chiefs may be required to work additional hours as deemed necessary by management. Compensation for additional hours of work shall be in accordance with the Fire Rescue Department's work-back compensation policy and practice, except as modified herein. Both 56-hour and 40-hour employees shall be eligible for work-back compensation. Battalion Chief Block Pay amounts for work-back compensation shall be as attached.

Additional compensation, if any, shall not alter the Battalion Chiefs' FLSA overtime exempt status.

3. Shift vacancies for 56-hour Battalion Chiefs shall be filled using a volunteer list for work-back selection. If no Battalion Chief on the volunteer list for work-back selection accepts the assignment, then the Department may fill the vacancy with a qualified Captain or Lieutenant. However, if the vacancy will result in less than three regular Battalion Chiefs being on duty, and no Battalion Chief on the volunteer list accepts the assignment, then the Department may fill the vacancy using the Battalion Chief mandatory work-back list. Additionally, the Department, at its discretion, may fill every fifth Battalion Chief shift vacancy with a qualified Lieutenant or Captain (the "5-in-1 rule"). For purposes of this paragraph, the fifth vacancy shall be counted from the last occurrence in which a qualified Lieutenant or Captain filled a Battalion Chief shift vacancy. The forgoing procedure shall not apply if the entire shift (all combat positions) is above minimum staffing; instead, 56-hour Battalion Chief vacancies may be filled by qualified Captains or Lieutenants. The Department shall suspend the "5-in-1 rule" for long-term vacancies (more than four shifts or when the Department is notified that a vacancy of more than four shifts will occur) and may assign, at its discretion, a qualified Lieutenant, Captain, or Battalion Chief to fill the vacancy for its entire duration.

4. Bargaining unit employees who work additional hours during states of emergency declared by the County will be paid block pay for all such additional time worked and any additional pay in accordance with applicable local rule or state or federal regulation. Off-duty time or non-assigned time shall not be considered time worked for the purpose of this paragraph.

ARTICLE 24

RECERTIFICATION AND MANDATORY TRAINING

1. It is agreed and understood that compliance with State and County recertification requirements is the responsibility of the individual employees covered hereunder. The Department will make appropriate recertification courses available during normal duty hours at Departmental facilities to the extent management determines such to be feasible. Otherwise it shall be the employees' responsibility to attend such courses off duty at the location where they are offered. Nothing herein shall require the Department to compensate any bargaining unit employee for attending recertification courses off duty.

2. Formal scheduled mandatory training will be conducted at times specified by the Department. Formal scheduled mandatory training shall not be conducted on County recognized holidays.

If the Department mandates an employee to attend training off-duty that is not offered by the Department on-duty, the employee will be eligible for work-back compensation.

ARTICLE 25

PREVAILING RIGHTS

1. All negotiable terms and conditions of employment enjoyed by the bargaining unit employees which are not specifically included in this Agreement shall remain in full force during the term of this Agreement unless changed as authorized by this Agreement, or in accordance with applicable law.

ARTICLE 26 **VOTING**

1. Employees who are unable to vote during their off-duty hours due to the location of their voting precincts, the unavailability of early voting options, and their work schedules may be permitted leave with pay (not to exceed two hours) to enable them to vote. To qualify for such leave with pay, the employee shall file a written request with his/her Division Manager advising him/her of the reasons for requesting leave and providing him/her with confirmation of precinct location and voter registration. Such request must be made at least seven (7) calendar days in advance, unless circumstances beyond the employee's control (including extra duty assignment) mandate less notice.

2. Upon receipt of a timely and proper request in accordance with paragraph 1 above, the Division Manager shall schedule the employee's voting time in such a manner as to not interfere with operational requirements. It is understood that employees covered hereunder are normally aware of their upcoming work schedule, and, therefore, can vote by absentee ballot or other early voting options if their work schedule causes a conflict with their ability to vote. It, therefore, is further understood that there is no entitlement to leave with pay for voting and that operating requirements may preclude such time off (even if previously authorized by the Division Manager).

ARTICLE 27 **PROFESSIONAL COUNSELING**

1. The County agrees to provide professional counseling services, such as the current Employee Assistance Program ("EAP"), to bargaining unit members and their families. In the event an employee volunteers for assistance, each employee's situation will be reviewed on a case-by-case basis. When the employee voluntarily seeks counseling, all matters relating to counseling shall remain confidential and shall not be released to the County unless approved by the employee or as required by law. However, the results and reports may be disclosed in any arbitration or litigation involving the employee.

2. The County, in its discretion, may refer an employee covered hereunder to the Employee Assistance Program, a psychologist or psychiatrist, and/or a physician for counseling and/or evaluation where the County has reason to question the employee's fitness for duty or where the County believes that such counseling or evaluation would be of assistance to the employee with respect to his/her personal well-being and/or his/her job performance. In cases of supervisory referrals or other requests by the County that the employee seek professional counseling, whether through the EAP or otherwise, including drug and alcohol counseling, program attendance, program

compliance, program completion, and fitness-for-duty information shall be provided to the County, upon its request to the counselor or the employee.

ARTICLE 28
UNIFORMS AND EQUIPMENT

1. Uniforms, shoes, other required wearing apparel, and equipment will be furnished and replaced by the County in accordance with Department SOP's. The Union and employees agree to abide by such procedures and arrangements established by the County.
2. All items of the required uniforms not furnished to the employee pursuant to Department SOP's shall be furnished by the employee at his/her own expense.
3. No insignia other than insignia approved by the Fire Chief shall be worn with any required uniform or other apparel.
4. It shall be the responsibility of the battalion chiefs covered hereunder to ensure that employees under their command are properly attired and that the Department SOP's governing uniforms, appearance, and equipment are enforced.

ARTICLE 29
REPLACEMENT OF PERSONAL PROPERTY

1. The County agrees to reimburse the full cost of prescription eye glasses and contact lenses not to exceed two hundred dollars (\$200.00) and up to one hundred dollars (\$100.00) for wrist watches damaged in the line of duty, provided adequate proof of such damage, the circumstances of the event and proof of value of the damaged items are presented to the Fire Rescue Department's Safety Officer for processing and verification of loss. The employee must submit the original receipt for the cost of the new replacement item in order to be reimbursed.

ARTICLE 30
LAYOFF/REDUCTION IN CLASSIFICATION

1. If the County determines that there is the need to lay off one or more Battalion Chiefs, it shall so notify the Union and the employee(s) so affected at least two (2) weeks in advance of his/her (their) layoff.
2. A copy of any notice of layoff shall be sent by certified mail to the employee's last-known address or hand delivered to the employee (with a copy to the Union).
3. Should the County desire to recall a laid-off Battalion Chiefs, it may do so by telephone

and/or certified mail, whichever the County deems appropriate. Should the County recall an employee to a Battalion Chiefs position, he/she shall be given at least ten (10) days notice prior to the date he/she is required to report.

4. The right to lay off employees in Battalion Chiefs positions and recall employees in such positions shall be within the exclusive discretion of the County, and shall be based on factors such as job performance, work/disciplinary history, and seniority.

5. Battalion Chiefs shall be allowed, in lieu of layoff, to roll back into any previously held position within the Fire Rescue Department for which they are still qualified and to bump less senior employees; provided such is allowed by the rank-and-file collective bargaining agreement.

6. Employees who promote out of the bargaining unit shall be allowed, in lieu of layoff, to roll back into any previously held position within the bargaining unit for which they are still qualified and to bump less senior employees.

ARTICLE 31 **BENEFITS AND LEAVE**

1. Except as otherwise specifically addressed herein, the County shall provide bargaining unit employees benefits and leave in accordance with the applicable County and/or Departmental policies. Conversion of leave shall occur for employees going from a forty (40) hour workweek to a fifty-six (56) hour workweek and the reverse of this by multiplying the hours of accrued leave by the appropriate factor as is existing practice.

A. FUNERAL LEAVE

1. In the event of a death in the bargaining unit member's immediate family, those working a twenty four (24) hour shift shall be granted two (2) shifts off.

2. In the event of a death in the bargaining unit member's immediate family, those working a forty (40) hour workweek shall be granted five (5) days off, but no more than forty (40) hours.

3. Should a bargaining unit member require additional time other than provided in the above, the bargaining unit member may request one additional shift with pay charged to old sick leave or personal leave subject to the approval of the Fire Chief or his designee.

4. Immediate family shall be defined as spouse, mother, father, son, daughter, grandson, granddaughter, sister, brother, legal guardian, mother in law, father in law, daughter in law, son in law, stepparents, stepchildren and grandparents.

B. HOLIDAYS

1. Employees in the bargaining unit who work a forty (40) hour week shall

observe and receive pay at straight time for the number of hours normally scheduled for the below-listed holidays.

2. Employees in the bargaining unit who work a fifty-six (56) hour work week shall receive holiday pay of one-half-time pay in addition to the applicable rate of pay for the following holidays worked. For the purpose of this article, the holiday period will be defined as a twenty-four (24) hour cycle starting at midnight and ending at midnight of the day that constitutes the holiday. Employees will be compensated for actual hours worked.

3. The following shall be the designated holidays for purposes of this article: New Year's Day; Martin Luther King, Jr. Day (observed); Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Christmas Eve Day; Christmas Day; and one floating holiday to be taken at the employee's discretion subject to prior supervisory approval.

C. PERSONAL LEAVE

Employees shall earn and accrue personal leave in accordance with the following:

1. 40-Hour Employees

Length of Continuous Service	Hours Accrued Per Pay Period	Days Per Year	Maximum Accrual Days
Under 5 years	5.54	18	54
Over 5 years	6.16	20	60
Over 6 years	6.46	21	63
Over 7 years	6.78	22	66
Over 8 years	7.08	23	69
Over 9 years	7.39	24	72
Over 10 years	7.70	25	75
Over 15 years	8.31	27	81

2. 56-Hour Employees

Length of Continuous Service	Hours Accrued Per Pay Period	Shift Days Per Year	Max Accrual Shift Days
Under 5 years	14.76	16.00	48.00
5-10 years	17.03	18.45	44.35
10-15 years	18.88	20.45	61.353
Over 15 years	20.73	22.45	67.35

D. TERM LEAVE

40-hour employees shall earn term leave at the rate of .0231 hours of term leave for each regularly scheduled paid hour of work. 56-hour employees shall earn .0513 hours of term leave for each regularly scheduled paid hour of work.

E. DEFERRED RETIREMENT OPTION PROGRAM (DROP)

A. Employees who choose to enter the DROP plan may sell back up to a maximum of 500 hours of accrued personal leave hours before entering the program.

B. If the employee chooses to sell back accrued personal leave hours before entering the DROP plan, the maximum accrual shall remain at three years.

Upon final retirement, the employee shall be eligible to sell back three years' worth of accrued and unused personal leave minus the amount sold back before entering the DROP.

F. PERSONAL DAYS

Employees promoted to Battalion Chief shall carry forward any personal days accrued and unused prior to their promotion. No additional personal days shall be accrued in the position of Battalion Chief. Personal days shall be used in the same manner as personal leave and will be tracked by County payroll. Upon separation from employment, employees shall not be entitled to any payment for unused personal days.

ARTICLE 32
OUTSIDE EMPLOYMENT

1. County employment must be considered an employee's primary employment. An employee choosing to maintain outside employment (working for an employer other than the County, engaging in self employment or rendering services for interest) or seeking to serve as a volunteer in any fire, EMS, or safety-related capacity must submit to the following:

A. Written notification (company or entity name and job title only) shall be forwarded to the County before commencing outside employment and before any change in outside employment occurs. Verification of outside employment will be provided to the Division Chief on an annual basis, including representation that such employment does not violate Section 33.02. The County will be responsible for determining

whether the specific employment represents a conflict of interest to Orange County or violates the restrictions in Section 33.02, and such determination shall be final. The notification shall be done by ID number only.

- B. Notification of outside employment must be provided upon request of the Fire Rescue Department or the County's workers' compensation carrier whenever an employee files a Notice of Injury claim with Orange County.
2. Outside employment shall not:
- A. Interfere with the performance of County duties or conflict with County interests.
 - B. Be in violation of Orange County Policy.
 - C. Occur during a period in which the employee is receiving paid sick leave or other leave (including workers' compensation leave) from Orange County.
 - D. Be covered by the County's workers' compensation benefits if an employee is injured, disabled, or becomes ill as a result of outside employment.
 - E. Utilize County time, equipment, facilities, vehicles or other County property.
 - F. Be with another Fire or Rescue Department or provider or involve any fire-related work, including any volunteer work in these capacities (except in declared emergencies). This provision will not apply to any employees who, as of October 1, 2002, currently have approval for work in any fire-related capacity. Those employees who had approval as of October 1, 2002, must submit a new notification to management and obtain approval pursuant to section 33.01A if there is any change in their job status.
 - G. Take place within 8 hours before the employee's work-shift with the County.

ARTICLE 33
MODIFIED TEMPORARY DUTY AND MEDICAL SEPARATION

1. An employee who misses work as a result of a work related injury that is compensable under the Workers' Compensation Law, Chapter 440, Florida Statutes (or subsequently amended), shall receive his/her normal salary for the time actually missed up to a maximum of seven (7) calendar days, beginning with the date of injury.

2. If the employee is unable to resume work at the end of seven (7) calendar days, Workers' Compensation will begin on the eighth (8th) day in accordance with the Workers' Compensation Law now in effect (or with statutory provisions if subsequently amended).

3. Employees injured as a result of a work related accident or illness resulting in a Workers' Compensation claim or off-duty illness, injury or any other medical condition which creates an inability for the employee to perform his normal work duties, may be placed in a modified temporary duty assignment subject to the following conditions:
 - A. Assignments will only be available for employees who have incurred on the job injuries or illnesses first, followed by off-duty injuries or illnesses.
 - B. All policy guidelines for Workers' Compensation must be followed. (See WORKERS' COMPENSATION CLAIMS in the Policy Manual).
 - C. Employees must be certified by the County designated physician as eligible for a modified temporary assignment.
 - D. All assignments must have prior concurrence of the Manager of the Human Resources Division and the Manager of the Risk Management Division.
 - E. All assignments will be subject to availability as determined by management and will be made subject to certification of the employee's eligibility by the County designated physician or personal physician in the case of off-duty injury or illness.
4. Placement on any modified temporary duty assignment will be made first within the Division where the employee worked when the injury occurred and second, within that department. Each Department and Division will develop, assign and monitor their own modified temporary duty assignments according to operational needs. Any changes in modified temporary duty assignments will be coordinated with the Risk Management Division.
5. Work hours for all modified temporary assignments will be at the discretion and based on operational needs of the Division providing the assignment.
6. Consideration will be given to the employee's condition and requirements for access to follow up treatment.
7. If released for modified temporary duty by the County designated physician, the employee must report for an assignment when the division or department makes the assignment available.
8. The County will contact the employee by telephone when possible, and additionally, employees will be contacted by certified return receipt mail for the purpose of verification.
9. Following an on the job injury, all employees will follow the guidelines for Workers' Compensation claims as outlined in the Orange County Policy manual. The County designated physician will certify eligibility for an assignment and will act as primary case manager. The County designated physician will recertify eligibility on a regular basis in coordination with the Risk Management Division.

10. Modified temporary assignments will be reviewed after 90 calendar days from the date of assignment to modified temporary duty, and may be extended in Management's sole discretion. Modified temporary assignments shall not exceed six months. Once an employee reaches six months on a temporary assignment or has been unable to work in his permanently assigned position for a total of six months, the employee, a member from fire rescue risk management, and the Deputy Chief or his designee will meet. The purpose of the meeting will be to determine if the employee can produce any medical evidence that he may return to full duty within 30 days. Management will have the sole discretion to extend the temporary assignment or defer the medical separation process if the employee provides medical evidence that he will be able to return to his regular duty assignment. If, in the sole discretion of management, the employee fails to produce medical evidence that he can return to full duty, management has the right to medically separate the employee. Management will not be required to use the PDH process to effect a medical separation. An employee who is released by the County designated physician as medically capable of performing all assigned duties of the position held when injured will be returned to this position immediately, subject to any necessary training or updates required by management.

11. An employee will be entitled to a second medical opinion at the employee's expense. If the medical opinions differ, then the final return to work determination will be made by the County designated physician.

12. The County will comply with the ADA for all eligible medically separated employees. In addition, the County may offer other assistance to a medically separated employee as it deems necessary or appropriate.

13. Employees placed in a modified temporary duty assignment will retain the full rate of pay received at the time of injury and will be paid by the Division in which they worked when injured.

14. Employees will have no change in classification during assignment to a modified temporary duty position. All benefits will continue and no break in service or loss of classification will occur.

ARTICLE 34 **ENTIRE AGREEMENT/DURATION**

1. The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

2. If either the County or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing at least ninety (90)

days prior to the termination date of this Agreement. Following receipt of such notice, unless there is a mutual agreement to the contrary, the County and the Union shall commence negotiations. In the absence of an official notice by either party of its desire to modify, amend or terminate this Agreement, this Agreement shall automatically renew for an additional year, and from year to year thereafter until timely notice is given of a party's intent to renegotiate this Agreement.

3. Nothing herein shall preclude the parties from mutually agreeing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

4. This Agreement shall become effective the first full pay period after Board approval and shall remain in effect until September 30, 2014.

Rate Appendix for Battalion Chief Contract

Article 19 - Wages

Battalion Chief Pay Rates for 2011-12 through 2013-14

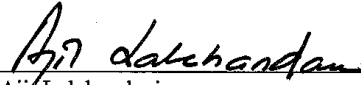
Job Code	Job Title	Pay Grade	Annual Minimum	Annual Maximum
4556	BATTALION CHIEF 40 HOUR REG	327	61,422.40	90,916.80
4557	BATTALION CHIEF 40 HOUR SRK	327	61,422.40	90,916.80
4563	BATTALION CHIEF 56 HOUR SRK	328	61,403.90	90,922.57


Article 23 – Hours of Work and Work-Back

Block Pay rates for 2011-12 through 2013-14

1-4 hrs.	\$142.77
5-9 hrs.	\$319.62
10-14 hrs.	\$497.19
15-24 hrs.	\$856.60

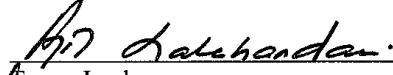
THIS CONTRACT AGREED TO THIS _____ DAY OF _____ 2014.


Ajit Lalchandani
County Administrator
Orange County


Kathy Argabright, President
Orange County Professional Fire Fighters
I.A.F.F. Local No. 2057
Battalion Chief Unit

THIS AGREEMENT APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY, FLORIDA ON THIS _____ DAY OF JAN 13 2015 2014.


Deputy Clerk, Orange County Board
of County Commissioners


Teresa Jacobs
Orange County Mayor

