



Marion
County
FLORIDA



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE MARION COUNTY BOARD OF
COUNTY COMMISSIONERS**

AND

**THE PROFESSIONAL FIREFIGHTERS OF
MARION COUNTY SUPERVISORY UNIT**

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL #3169**

**EFFECTIVE OCTOBER 1, 2015
TO SEPTEMBER 30, 2018**

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**ARTICLE 1
RECOGNITION**

- 1.1 The Marion County Board of County Commissioners hereinafter is referred to as the County or as the Employer.
- 1.2 The County recognizes the Professional Firefighters of Marion County Supervisory Unit, International Association of Firefighters Local 3169, hereinafter referred to as the Union, as the sole and exclusive bargaining representative of all employees within the bargaining unit defined by the Florida Public Employees Relations Commission in Case No. RC-2005-063.
- 1.3 The bargaining unit includes the following classifications: Captain and excludes all other employees of the County.
- 1.4 The purpose of this Agreement is to promote, achieve, and maintain harmonious relations between the County and the Employees recognized in this Article.

**ARTICLE 2
MANAGEMENT RIGHTS**

- 2.1 The parties agree and intend that the County retains all power and prerogatives it possessed prior to certification of the Union, unless such power and/or prerogative was consciously, knowingly, deliberately, specifically, expressly and unambiguously surrendered by the County in this Agreement.
- 2.2 Management Functions: Such management functions are, but are not limited to:
1. the right to determine its mission, policies, and set forth all standards of service offered to the public;
 2. to plan, direct, control, and determine the operations or services to be conducted by the employees of Marion County Fire Department;
 3. to determine the methods, means, and number of personnel needed to carry out the Department's mission;
 4. to direct the working forces;
 5. to hire, assign, or transfer employees;
 6. to maintain discipline of employees, including the right to make rules and regulations not in conflict with this Agreement;
 7. to discharge, suspend, discipline, or demote employees; to hire, transfer, promote and to assign employees to shifts; and to create and fill new positions, provided the provisions of this Agreement are observed;
 8. to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
 9. to introduce new or improved methods, equipment, or facilities;
 10. to contract for goods and services, provided that if services are to be subcontracted, the County will provide 30 days' written notice and the Union may bargain over the impact of any subcontracting decision which vitally affects employees' terms and conditions of employment. The County will recommend its employees to any organization from whom services are to be contracted.
- 2.3 In situations of civil emergency as may be declared by the Chairman of the Board of County Commissioners, the County Administrator, the Emergency Management Director, or the Sheriff, the provisions of this Agreement may be suspended for the duration of the emergency, except for monetary provisions.

- 2.4 The County and Union agree that the Marion County Commission is the sole authority to determine the purpose and mission of the County and the amount of the budget to be adopted therefore. The County will bargain with the Union upon request over the impact of management decisions affecting employees' terms and conditions of employment, to the extent the County is required to do so by law.

ARTICLE 3
NON-DISCRIMINATION/HARASSMENT

- 3.1 The County and the Union specifically agree that if either party has reason to believe that the other party has violated any law by discrimination or harassment against any employee covered by this Agreement, on the basis of race, color, sexual orientation, religion, age, sex, disability, marital status, national origin, or membership or non-membership in the union, the party entertaining that view will so notify the party believed to have violated said law in order to allow said party to conduct such investigation and take such remedial action as it deems necessary.
- 3.2 For purposes of this Agreement, the term, harassment includes, but is not necessarily limited to, slurs, jokes, graphic, or physical conduct relating to an individual's race, color, sex, religion, national origin, age, marital status, or disability. Harassment also includes requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.
- 3.3 The County and the Union agree that the only procedure to remedy any alleged violations of any non-discrimination statute or law are those procedures provided by statute or law.
- 3.4 The designation "he" in reference to an employee is for convenience of expression only and shall mean he or she.
- 3.5 Allegations of harassment or discrimination should be reported to any of the following: Captain, Division Chief, Fire Chief or Human Resources Director or designee.

**ARTICLE 4
NO STRIKE**

- 4.1 The term strike shall be defined by Florida Statute 447.203 (6) and (7) for purposes of this Agreement mean 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 their duties of employment with the County for the purposes of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the right, 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 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. Strike funds shall mean any appropriations by an employee organization which are established to directly or indirectly aid any employee or employee organization to participate in a strike in the State of Florida.
- 4.2 The County and the Union agree that any strike, as defined herein above and by Florida Statutes 447.203, by the employees covered under this Agreement is strictly prohibited in accordance with Florida Statute 447.505.
- 4.3 The County and the Union agree that any employee who participates in a strike against the County by instigating or supporting in any manner a strike may be involuntarily terminated or otherwise disciplined by the County.
- 4.4 The County and the Union recognize that the activities prohibited by this Agreement and Florida Statutes Chapter 447.203 (6) and (7) and 447.505 are contrary to the ideals of professionalism and to the Fire Services' community responsibilities, and that any violation of this Article would give rise to irreparable damage to the County and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek from the Union all available legal and equitable relief, judicial restraint, and damages in any court of competent jurisdiction in accordance with Florida Statute 447.507.

**ARTICLE 5
EMPLOYEE DUTIES**

- 5.1 Employees covered by the Agreement shall perform and manage duties that are related to the prevention and extinguishment of fires, emergency medical and rescue services, hazardous materials identification, response, and mitigation, and any other regular and customary station and general duties prescribed by the Fire Chief or his designee.
- 5.2 Employees covered by this agreement shall be allowed to eat meals at food serving establishments but must maintain radio communications with dispatch at all times in order to maintain operational readiness.

ARTICLE 6 SENIORITY

- 6.1 Seniority is defined as an employee's length of continuous regular full-time service in the department since his last date of hire, less any adjustments due to layoff, approved leave of absence without pay for more than 240 hours, promotion out of bargaining unit, or any other unpaid break in service.
- 6.2 Service classification date is defined as the most recent date an employee was promoted out of the non-supervisory unit of IAFF Local 3169 into a supervisory position. When a bargaining unit employee is promoted out of the unit and then returns for non-disciplinary reasons, they shall retain their prior service classification date less time out of the bargaining unit. Upon request of the Union, and no more than three times each year, the Fire Department office will prepare a service classification listing for each job classification, and it will be mailed to the Union hall attention Union President, at the following address: P.O. Box 6767, Ocala, FL 34470
- 6.3 In all applications of seniority under this Agreement, where skills, ability (including physical fitness) and qualifications to perform the required work are equal in classification among the employees concerned, seniority as defined in Section 6.1 will govern. The County will prepare and maintain a Seniority list based on the order in which each employee was hired from first to last. It is the responsibility of the County to maintain and update this list as needed. This list will be the final definition in reference to issues of seniority as defined in Section 6.1 and other articles in agreement.

**ARTICLE 7
PROBATION**

- 7.1 Promotional Probation. Any regular employee who is promoted will be considered as a promotional probationary employee, and must successfully complete a promotional probationary period before being appointed to the new or related position classification. The promotional probationary period is as follows:

Promoted employees	Six (6) months
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For the purpose of this Agreement, promotional probationary employees are entitled to all the benefits of regular employees.

If the promotional probationary employee fails to demonstrate that he can perform within the promotional probationary period, the Fire Chief shall return the employee to his former classification without any loss of seniority or rate of pay for that classification previously held. Any other employees who were transferred or promoted following, and as a result of, this employee's promotion will also return to their former classification without any loss of seniority or rate of pay for that classification previously held.

- 7.2 Disciplinary Probation. Disciplinary probation may be imposed for a length of time to be determined by the Fire Chief or his designee as appropriate for the seriousness of the infraction. Employees on disciplinary probation are not eligible for overtime unless a regular employee in the same classification is not available to work, nor may they utilize shift swaps during this time. The maximum probation period for a single offense will be one year. Employees on disciplinary probation will be ineligible for educational benefits.
- 7.3 Reclassification Probation. Reclassification probation may be imposed for a period of three (3) months on employees who return to bargaining unit status. Employees on reclassification probation will be eligible for educational benefits in accordance with Article 16.

ARTICLE 8
WORK RULES AND STANDARD OPERATING GUIDELINES

- 8.1 All established Fire Department work rules, Standard Operating procedures or Guidelines, and Board-Approved Marion County Safety Regulations shall be in full force and effect upon enactment of this Agreement.
- 8.2 The County can at its sole discretion change, prepare, issue, and enforce work rules, Standard Operating Procedures or Guidelines, safety regulations, and Risk Management Procedures Manual necessary for the safe, orderly and efficient operations not in conflict with this Agreement. Except in extraordinary circumstances, whenever the County proposes changes or issues new Work Rules, or safety regulations, it will notify the Union ten (10) days prior to the effective date for the purpose of impact bargaining over the effects of such changes on employee terms and conditions or employment. A copy of such shall be given to the Union president or designee.
- 8.3 To request Impact Bargaining, the Union must state, in writing, the specific effects on employee terms and conditions of employment imposed by the work rule change. Such request for impact bargaining must be filed with the Fire Chief or his designee within ten (10) calendar days of notification to the Union by the Fire Chief.

ARTICLE 9 TRANSFERS

- 9.1 Any employee may request a transfer to an open position within the Fire Department. For purposes of this article, a transfer is defined to exclude temporary reassignments to different work locations for three or fewer shifts, and all "light duty" transfers.
- 9.2 Employees must submit written requests for transfer to their immediate supervisor for recommendation. Requests must reflect present assignment, desired assignment, and date of request to their immediate supervisor. Transfer requests are kept on file for six (6) months, renewable at the employee's option in writing.
- 9.3 The Fire Department will notify the Union in writing of all transfers.
- 9.4 Where the qualifications of two (2) employees requesting transfer to an open position are equal in classification, the employee's service classification date shall govern. Where the qualifications and service classification dates of two (2) employees requesting transfer to an open position are equal, the employee's seniority shall govern.
- 9.5 If an employee is to be transferred involuntarily
 1. the employee will be notified by a supervisor during the shift preceding the transfer;
 2. the Fire Chief or designee will notify the Union President or designee in writing seventy-two (72) hours in advance of the time of transfer to give the Union the opportunity to meet with and provide input to the Fire Chief or designee over the transfer decision; and such involuntary transfer will be for legitimate reasons.
- 9.6 Final decision-making authority on all voluntary and involuntary transfer rests with the Fire Chief; however, management may invite the Union to attend all transfer meetings to give input.

**ARTICLE 10
LAYOFF & RECALL**

- 10.1 A layoff is a reduction in the number of employees within the Fire Department due to lack of work, lack of funds, reorganization, or any other reason except employee misconduct.
- 10.2 The Fire Chief will determine in his sole discretion when a layoff is necessary. Upon that determination, employees will be laid off by "last hired, first laid off". For purposes of the Article, hired means hired into a classification covered by this Agreement.
- 10.3 Whenever possible, employees will receive thirty (30) days' notice of their layoffs. A copy of such notice will be furnished to the Union President.
- 10.4 Employees will be recalled in the reverse order of their layoff. The Department will attempt one time to notify employees to be recalled by Certified, Return Receipt Requested mail to the employees' last known address. The Department will also notify the Union President of each employee recall. Employees on layoff must provide the Department with correct mailing address. An employee receiving the Department's notice of recall must inform the Fire Chief or his designee of intent to accept or reject the offer of recall within fourteen (14) calendar days of the mailing date of the offer. Failure to do so forfeits the employee's right to be recalled.
- 10.5 No employee will be hired into particular classifications until the employees in such classifications subject to recall under this Article have received notice of a recall offer for more than fourteen (14) days without accepting or rejecting the offer.
- 10.6 An employee laid off under this Article is subject to recall for up to one (1) year from date of layoff, unless he rejects or fails to respond to an offer of recall within fourteen (14) days, resigns, or retires.
- 10.7 An employee to be recalled must pass a County physical examination to determine fitness for return to duty. Failure to do so terminates the right to be recalled.
- 10.8 Recall will be into the position from which the employee was laid off, unless such position has been eliminated, in which case recall will be into an equivalent position for which the employee qualifies.
- 10.9 Laid-off employees will have the opportunity to continue group health insurance coverage in accordance with Article 24.3 of this Agreement.

ARTICLE 11 WORK SCHEDULE

11.1 Hours/Schedule

1. All Captains will be designated as exempt in accordance with Fair Labor Standards.
2. Some employees may be assigned a duty day of twenty-four (24) hours with an average workweek of fifty-six (56) hours-here-in referred to as shift employees. All shift employees will work a schedule of 24 hours on, 48 hours off.

Some employees may be assigned a duty day of eight (8) hours with an average workweek of 40 hours here-in referred to as administrative employees.
3. Other work assignments may be determined by the Fire Chief or designee.

11.2. Shift (Time) Swapping.

1. The Fire Chief or designee may, at their sole discretion, grant the request of any two (2) members of the bargaining unit to exchange time or days off, without a change in pay, provided the employees are within the same job classification.
2. Requests to exchange or swap time or days off shall be submitted in writing no less than 60 hours in advance and signed by both parties and approved by their Division Chief or higher. A time swap may be approved with less than 60 hours' notice at the discretion of the Division Chief.
3. The Fire Chief is not required to maintain records of time swaps.

ARTICLE 12
TEMPORARY REASSIGNMENT

- 12.1 Employees who suffer a personal accident or illness, or due to pregnancy, and are unable to perform his/her essential functions of their job description for a period no less than four (4) weeks may be eligible for a light duty position. Employee must have written documentation from their Physician stating they will be unable to perform their assigned duties for the next four weeks or greater. The employee must request a light duty position in writing to the Fire Chief or designee. The following conditions apply to light duty:
1. At the direction of the Fire Chief or designee, the employee may perform other duties within the Fire Rescue Department if medically approved by the employee's attending physician.
 2. Such duties will be performed on a regular 5-day, 40-hour work week at the regular hourly rate of pay.
 3. Such assignments will terminate when the employee is released for full duty by his attending physician or a maximum of then (10) months in a twelve (12) month period.
 4. The employee may, at his discretion, elect to use annual or sick leave in lieu of a light duty assignment. A combination of light duty and annual or sick leave shall not be used collectively during any one pay period without express approval of the Fire Chief.
- 12.2 Employees suffering from a Worker's Compensation illness or injury may be offered a light duty position under the following conditions:
1. At the direction of the Fire Chief or designee, the employee may perform other duties in the Fire Rescue Department if medically approved by the mid-level practitioner assigned to the Employee Health Clinic.
 2. Such duties will be performed on regular 5-day, 40-hour work week without loss of regular pay.
 3. Such assignments will terminate when the employee is released for full duty by the mid-level practitioner assigned to the Employee Health Clinic or after twelve (12) months, the employee shall not be assigned a light duty position, but will return to the worker's compensation program.

ARTICLE 13
WAGE

- 13.1. Effective October 1, 2015 and approval by the Board of County Commissioners the starting rate for new and promoted employee's minimum and maximum annual base pay shall be as listed below.
- Captain \$57,886.40 - \$89,356.80
- 13.2 On October 1, 2015 if all employees of Marion County Board of County Commissioners receive an across the board increase, employees covered by this agreement will receive the same increase.
- 13.3 On October 1, 2016 all active employees promoted prior to February 1, 2016 and covered under this bargaining agreement will receive \$1,560 added to their annual salary.
- 13.4 On October 1, 2016 the competency matrix (detailed in 13.15 – 13.19 and Appendix A) will be implemented and all qualified employees promoted prior to February 1, 2016 and covered under this bargaining agreement will be placed into the matrix at step one.
- 13.5 Upon ratification and approval of the Board of County Commissioners all active employees covered by this agreement will receive a one-time payment of \$1,500.
- 13.6 On October 1, 2017 all active employees promoted prior to February 1, 2016 and covered under this bargaining agreement will receive \$1,560 added to their annual salary.
- 13.7 Employees that are required to work an additional 24 hour duty day beyond their regularly scheduled work week will be compensated at their equivalent hourly rate hour for hour. Extra shift pay will be calculated by the hourly rate of pay computed as if the employee was not paid on a salary basis. Extra shift pay will be calculated by dividing annual base salary by 2080 hours. A block pay for less than a 24-hour shift would be triggered in 4-hour increments at the computed hourly rate.
- 13.8 Employees who successfully complete the State Paramedic program and upon date of certification, paramedics shall be paid \$4,368.00 annually divided into 26 equal pay periods.
- 13.9 Effective upon contract ratification, the logistics Captain will receive a \$7,500 stipend annually divided into 26 equal pay periods. All EMS Captains will receive a \$3,000 stipend annually divided into 26 equal pay periods.

13.10 All above monies for paramedic shall be paid as long as the certifications are maintained and utilized as requested. Failure to maintain will result in forfeiture of said monies.

13.11 **Specialty Teams:** Effective October 1, 2016, Employees covered by this agreement will only be eligible for membership on one specialty team for which additional compensation is available unless approved by the Fire Chief. The teams are Hazardous Material Team (HazMat) or Technical Rescue/Special Operations. Specialty Team Members shall be paid \$1,980 annually, paid at \$165.00 per month. Specialty Team Commanders shall be paid \$2,280 annually paid at \$190.00 per month.

1. Hazardous Material Team: Employees covered by this agreement may voluntarily elect to participate on the HazMat Team by successfully completing an interview process for open positions and by meeting certain requirements to remain a member of the team as outlined below.
 - a. The requirements for HazMat Team membership include successful completion of the following classes:
 1. Florida State HazMat Certification
 2. 40 hour HazMat chemistry or equivalent
 3. Radiological monitoring certification
 4. (Florida Hazards Material Technician 160 Hrs) or equivalent as determined by the Division Chief of Support Services.
 - b. Meet the minimum performance expectations of the HazMat team commanding officer.
 - c. A minimum of forty-eight (48) hours documented HazMat team training will be required annually and paid at the applicable rate.
 - d. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the Fire Chief or designee.
 - e. Compensation for team members who meet all of the requirements will be paid \$165 per month for Hazmat Team members.

2. Technical Rescue Team: Employees covered by this agreement may voluntarily elect to participate on the Technical Rescue/Special Operations Team by successfully completing an interview process for open positions and by meeting certain requirements to remain a member of the team as outlined below.
 - a. The requirements for Technical Rescue/Special Operations Team membership include successful completion of the following classes:
 1. Confined Space Technician
 2. Rope Rescue Technician
 3. Trench Rescue Technician
 4. BTLS or ITLS
 5. Air Monitoring
 6. Urban Search and Rescue Technician
 7. Vehicle Machinery Rescue Technician or equivalent classes as determined by the Division Chief of Support Services
 - b. Meet the minimum performance expectations of the Technical Rescue/Special Operations Team Commanding Officer.
 - c. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the Fire Chief or designee.
 - d. Compensation for team members who meet all of the requirements will be paid \$165 per month for Technical Rescue/Special Operations Team.

13.12 Capped employee is an employee who has reached the maximum range for wages in their wage grade. Capped employees shall continue to receive the various wage increases approved under this agreement but their wage increase shall be divided into 26 equal payments, payable each pay period. Such wages will cease after the 26th payment unless the maximum range of the wage increases.

- 13.13 Employees involuntarily placed into a lower job classification (demotion) covered by this bargaining agreement receive a six (6) percent decrease in salary regardless of the pay range of the new position.
1. Should the six (6) percent decrease in salary exceed the maximum of the pay range in the lower classification, the employee's salary will be frozen until the maximum of the pay range in the lower classification is equal to or more than the frozen salary.
 2. Employees demoted for disciplinary reasons shall receive the minimum pay rate of the wage grade in which demoted.
- 13.14 Employees who voluntarily request a demotion at a lower pay grade and are covered by this bargaining agreement will receive a six (6) percent reduction in salary or to the maximum of the pay rate of the lower position, whichever is less.
- 13.15 As part of a competency matrix, employees covered under this Agreement shall be compensated for achieving completion of education, training, certifications, minimum time in grade and performance evaluation scores as outlined in Appendix A. All employees must be in the classification of Captain for a minimum of one year prior to entering the matrix. All employees must enter the matrix as a Captain I. Employees meeting the requirements outlined in each step of the matrix shall receive a 4% increase when they move from one step to the next. Employees may only move up in the matrix on October 1.
- 13.16 As part of a competency matrix, employees covered under this Agreement shall receive a 3% increase in their base pay for achieving their Associates Degree. Employees may only receive this increase on a year that they do not receive an increase due to advancing a step in the competency matrix. Employees must be at a minimum of Captain II in order to receive the increase for the Associates Degree.
- 13.17 As part of a competency matrix, employees covered under this Agreement shall receive a 5% increase in their base pay for achieving their Bachelor's Degree. Employees may only receive this increase on a year that they do not receive an increase due to advancing a step in the competency matrix. Employees must be at a minimum of Captain III in order to receive the increase for the Bachelor's Degree.
- 13.18 All Captains entering the competency matrix with a Fire Officer I certificate that was earned prior to July 2013 will be required to complete the current Fire Officer I task book prior to entering the competency matrix.

13.19 To be eligible to advance to the next Captain level after time in grade has been met, the captain must achieve a minimum score of 3.5 on their yearly performance evaluation.

CAPTAINS COMPETENCY MATRIX – APPENDIX A

Captain's Competency Matrix	Captain I	Captain II	Captain III	Captain IV	Captain V
Required Certification	Fire Officer I Certification	Fire Department Safety Officer and Instructor I, II, or III	Fire Officer II Certification	Fire Officer III Certification and Live Fire Trainer	Fire Officer Designation (FO) or Emergency Services Leadership Institute
Fire Officer and Safety Officer Series	<ul style="list-style-type: none"> • Fire Service Course Delivery 45 hours • Company Officer 45 hours • Firefighting Tactics & Strategy 45 hours • Building Construction for the Fire Service 45 hours • Courage to be Safe, 4 hours 	<ul style="list-style-type: none"> • Incident Safety Officer 45 hours • Health and Safety Officer 45 hours • Legal Issues For Safety Officer 45 hours • Course Delivery 40 hours • Course Design 40 hours 	<ul style="list-style-type: none"> • Firefighting Tactics and Strategy II 40 hours • Fire Service Course Design 40 hours • Fire Prevention Practices 45 hours • Private Fire Protection Systems 40 hours • SERP 6 hours • ICS 300 24 hours 	<ul style="list-style-type: none"> • Chief Officer 60 hours • Analytical Approach 48 hours • ICS-400 16 hours • Live Fire Training Instructor 40 hours • Legal and Ethical Issues 40 hours 	<ul style="list-style-type: none"> • References • Professional development • Professional contributions • Professional affiliations • Technical competencies • ESLI-courses FFCA.org • Human Resources/Labor • Leadership • Gvt. Relations • Finance/Budgets • Emergency Management • Marketing Fire/EMS
Degree	Highly recommended	A.A. /A.S. 60 credit hours In related field	A.A. /A.S. 60 credit hours In related field (Required)	B.A./B.S. Degree 120 credit hours In a related field (Required)	B.A./B.S. required 120 credit hours in a related field (Required)
Certificates	5	5	6	5	5
Task Book	YES x 1	YES x 1	YES x 1	Yes x 1	Yes x1
CEU's required to maintain certifications per 2 year period	0	20	20	24	24
College Credit Hours	12 4 additional hours of education for class not counted as college credit	15 This does not count separate hours earned for AS/AA	9 30 additional hours of classroom time not counted towards college credit hours	12 Does not include additional hours required for BA/BS Additional 24 hours of education not applied towards college credit	12
State Examinations	1	2	1	2	Extensive background and educational benchmarks
Time in Grade Years	2	2	2	2	2
Adjusted Increase %	4%	4% AA/AS degree: 3% when received (minimum of Step 2)	4% BA/BS degree: 5% when received (minimum of Step 3)	4%	4%

ARTICLE 14
EMPLOYEE EVALUATIONS

- 14.1 Each employee's performance is evaluated at least annually by his immediate supervisor within 30 days of the employees' anniversary date. All evaluations are reviewed by the Fire Chief or designee before processing by the Human Resources Department.
- 14.2 All promotional probationary employees are evaluated on or near the midpoint and just prior to the end of the six (6) month period from date of promotion, or more frequently if deemed appropriate by the Fire Chief or designee.
- 14.3 The immediate supervisor discusses the performance rating with the employee, who signs a copy which is placed in the employee's personnel file. The employee's signature only indicates his acknowledgment of the discussion. The employee may agree or disagree with the evaluation in writing.
- 14.4 An employee may appeal a performance evaluation to the Fire Chief or designee by requesting a meeting in writing within (10) calendar days following receipt of the evaluation which has been signed by the Fire Chief, or designee stating the areas of disagreement. The Fire Chief's decision shall be final and not subject to the Grievance Procedure contained in this Agreement.

ARTICLE 15
WORKING OUT OF CLASS

- 15.1 If an employee is assigned for twelve (12) hours or more to another classification in a higher pay grade, he/she will be paid at the entry level hourly rate for that classification or six (6) percent above his current regular rate, whichever is greater.

ARTICLE 16
EDUCATIONAL BENEFITS

- 16.1 Employees may attend educational programs at their cost if they can arrange their work schedules through shift swapping, administrative leave or annual leave. Where prior approval is obtained from the Fire Chief or designee, an employee will be reimbursed for tuition in accordance with 16.6 and 16.7 below, pending the availability of funds.
- 16.2 Department training will be provided when necessary and practical as determined solely by the Fire Chief. Employees may voluntarily attend outside training utilizing shift swapping, administrative leave, annual leave, or on their own time.
- 16.3 Approved training costs such as tuition will be reimbursed by the Fire Department upon successful completion.
- 16.4 Approved training costs will be reimbursed by the Department only upon successful completion of the training program (Successful completion is defined as completing the course or training program with grades as outlined in paragraph 16.6.3).
- 16.5 When possible and upon prior approval from the Fire Chief or designee, the Department may provide transportation for out-of-county training programs.
- 16.6 Partial Tuition Refund Program: With the prior approval of the Division Chief, Division Chief of Training, and Fire Chief or designee, the partial tuition refund program may be used to assist employees in obtaining a job-related degree or complete job related courses.
1. Eligibility: To be eligible to participate in the partial tuition refund program, an employee must:
 - a. Be a full time regular employee not on new hire probation status.
 - b. Be on active employee status at the time of application and upon completion of classes.
- NOTE: An employee will not be reimbursed if he leaves the employment of the Fire Rescue Department before completing the course, or in case of course completion, before reimbursement can be processed.
- c. Select courses which have a relationship to the employee's present job, possible future assignment or promotion, or be pursuing a degree which is related to the employee's job.
 - d. Schedule courses which will not interfere with normally scheduled work unless use of accumulated annual leave, shift swaps, administrative leave, or is approved by the Fire Chief or designee.
 - e. Select courses offered at an accredited secondary school, college or university, or business school, technical institute or trade school. Questions regarding the qualification of an educational institution should be addressed to the Division Chief of Training.
2. Service Obligation: Employees who participate in the program must agree to remain in the employ of the Fire Rescue Department for at least two (2)

years following course completion. Employees who retire, resign, or are terminated for cause within the one (1) year period shall reimburse the Fire Rescue Department for tuition benefits paid to them for courses completed during the preceding twelve (12) months. Reimbursement shall be by cash payment or from any monies due at the time of separation.

3. Refunds: Refunds will be made to approved applicants who complete courses in accordance with the following:

a. Refunds will only be made for satisfactory completion of undergraduate courses with grades of A,B,C, or "Pass" when used by a school in lieu of a letter grade; or completion of graduate courses with grades of A or B, or "Pass" when used by a school in lieu of a letter grade. The following refunds for each class are as follows:

Grade A	100%
Grade B	75%
Grade C	50%
Pass	50%

b. Refunds (based upon 16.6.3a) will be limited to lab fees and tuition up to a maximum of \$2,000 per fiscal year and will be approved for any one employee.

c. Refunds will not be made for textbooks, materials, or other course fees, or student activities, or parking fees.

d. The County will reimburse employees only to the extent that they are not reimbursed through other Federal, State or local programs.

e. Refunds are made only on receipt of evidence of payment and certification of passing grades or successful completion where appropriate.

f. Request for refund shall be made within thirty (30) days after receiving documentation of completion of an approved course.

4. Application:

a. Application for approval of courses is made on the Partial Tuition Refund Program application form.

b. An application for each course is to be submitted to the Division Chief of Training for evaluation and approval. The application will then be forwarded to the Deputy Chief / Fire Chief or designee for final approval.

c. The completed application must be filed with the Training Division at least two (2) weeks before the course begins, unless approved by Fire Chief or designee. The application will be approved or disapproved in accordance with the eligibility criteria, refund limitations, and availability of funds.

- d. A copy of the approved or disapproved application will be returned to the employee.
 - e. Employees must pay tuition and other costs directly to the school.
- 16.7 Paramedic Tuition Program: To be eligible to participate in the tuition program an employee must:
- 1. Be a full time regular employee.
 - 2. Be an active employee at the time of application and upon completion of classes.
 - a. APPLICATION:
 - 1. Application for approval of courses is made on the Paramedic Tuition Program application form.
 - 2. An application for each course is to be submitted to the Division Chief of Training for evaluation and approval. The application will then be forwarded to the Deputy Chief, Fire Chief, or designee, for final approval.
 - 3. The completed application must be filed with the Training Division at least two (2) weeks before the course begins, unless approved by the Fire Chief or designee.
 - 4. The application will be approved or disapproved in accordance with the eligibility criteria.
 - 5. A copy of the approved or disapproved application will be returned to the employee.
 - 6. The employee agrees to authorize the school or college to release grade reports to MCFR Training Group. In that regard, the employee shall execute a release and authorization form and any other form necessary to effect release of employee's grades to MCFR.
 - b. Students may enroll at the school of their choice and submit the required fee slip to the Training Division along with a completed tuition reimbursement form. The Training Division will then submit the required payment directly to school. After each semester, the student shall return to the Support Services Division and present a report card along with the next semester's required fee slip. If the student is not passing then payment shall be denied.
 - 1. If the employee fails, the employee shall reimburse MCFR for all fees and costs expended by MCFR associated with funding the employee's paramedic education. These reimbursable costs include, but are not limited to, all tuition, fees, and books paid by MCFR on behalf of the employee. An employee who fails will not be able to use funds from the Partial Tuition Refund Program for Paramedic School.

2. If the employee withdraws from class and chooses not to continue, they shall immediately reimburse MCFR for all costs as set forth above.
- c. For funds which have been reimbursed by state and federal programs for this training, the employee shall not be responsible for providing reimbursement as required by this agreement.

**Marion County Fire Rescue Department
Partial Tuition Refund Application**

Employee Name: _____

Job Title: _____

Name & Location of University, College or School: _____

Date Class Begins: _____ Date Class Ends: _____ Course Code#: _____

Title of Course: _____

Credit Hours: _____ Tuition \$: _____ Registration \$: _____ Lab Fee _____

Lodging \$: _____ Meals \$: _____ Transportation \$: _____

- Undergraduate Course
- Graduate Course
- Technical School
- Seminar
- Other

(Please attach course description and/or other related paperwork to this application)

Catalog description of course:

State how your proposed course work meets the objectives of the Partial Tuition Refund Program:

It is my intent at this time to remain in the employ of the Marion County Fire Rescue Department for at least two years following completion of approved course work. In the event I leave the employment of the County within this time period, I agree to repay the County for tuition refund benefits applicable to courses completed during such period.

Employee Signature: _____ Date: _____

Approvals: Yes No Date

Division Chief of Training: _____ _____

Fire Chief/ Deputy Chief: _____ _____

Comments: _____

Date Returned to Employee: _____

**Marion County Fire Rescue Department
Paramedic Tuition Application**

Employee Name: _____

Job Title: _____

Name & Location of University, College or School: _____

Date Class Begins: _____ Date Class Ends: _____ Course Code#: _____

Title of Course: _____

Credit Hours: _____ Tuition \$: _____ Registration \$: _____ Lab Fee _____

(Please attach course description and/or other related paperwork to this application)

Catalog description of course:

State how your proposed course work meets the objectives of the Partial Tuition Refund Program:

It is my intent at this time to remain in the employ of the Marion County Fire Rescue Department for at least two years following completion of approved paramedic training for certification. In the event I leave the employment of the County within this time period, I agree to repay the County for tuition refund benefits applicable to courses completed during such period.

Employee Signature: _____ Date: _____

Approvals: Yes No Date

Division Chief of Training: _____ _____

Fire Chief/ Deputy Chief: _____ _____

Comments: _____

Date Returned to Employee: _____

ARTICLE 17
TRAVEL PAY

- 17.1 To establish policy for authorizing and obtaining reimbursement of official travel by employees covered by this Agreement. Mileage may be claimed for personal vehicle use only, and only when a County Vehicle is not available.
- 17.2 All mileage must be shown from point of origin to destination and return, and when possible must be computed on the basis of the Official Road Map published by the State Department of Transportation.
1. A travel reimbursement form (Form T-1) must be used filled out and submitted for payment.
 2. All mileage must be shown from point of origin to destination and return. Mileage is allowable to the airport from the office or home or commuting to and from work.
 3. Mileage will be reimbursed at the standard Internal Revenue Service (IRS) rate.

**ARTICLE 18
HOLIDAYS**

18.1 For all shift employees covered by this Agreement: the following nationally recognized holidays are observed by the County and recognized by the Marion County Board of County Commissioners as specifically listed below

New Year's Day (January 1)

M.L. King Birthday (Third Monday in January)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Veteran's Day (November 11)

Thanksgiving Day (Fourth Thursday of November)

Friday after Thanksgiving (Friday after the fourth Thursday in November)

Christmas Day (December 25)

Any other day declared an employee holiday by the County Commission.

18.2 For all administrative employees the County recognizes nine official holidays listed below:

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

Any other day declared an employee holiday by the County Commission.

- 18.3 Employee Personal Day. Employees covered by this contract will be granted a Personal Day with pay to be taken between January 1 and December 31 of each calendar year. This holiday may be taken at any time during the calendar year with the approval of the immediate supervisor.
1. This Personal Day may not be carried over to the next calendar year and employees that do not use it within the calendar year will lose it.
 2. The Personal Day must be used in one 8 hour work day for all administrative employees and in one 24 hour duty day for all shift employees.
- 18.4 All shift employees covered by this Agreement, that work on nationally recognized holidays as observed by the County will be paid additional for actual holidays worked; 16 or 8 hours (times 1.5) depending on which part of the 24 hour shift the paid holiday falls. Amount of pay will be based upon annual salary divided by 2080 hours times either 16 or 8 hours (times 1.5), as appropriate. In order to receive overtime pay, an employee must be in an approved pay status on the shift prior to the holiday, the day of the holiday, and the following shift after the holiday.
- 18.5 Employees working on an approved holiday and receiving pay at time and one half (1 ½) are not eligible to receive extra shift pay.
- 18.6 In order to receive holiday pay, an employee must be in an approved pay status on the shift prior to the holiday and the following shift after the holiday.
- 18.7 Effective October 1, 2017, in lieu of holiday pay, all supervisory employees will receive 80 hours of annual leave time added to their accruals on October 1st each year of the contract.

ARTICLE 19
ANNUAL LEAVE

19.1 The following procedures will be used for scheduling annual leave and resolving any conflicts of scheduling which may arise:

1. Request for annual leave use for the following year must be submitted before or during the month of December of each current year and will be processed by shift. Preference will be given to the employee's seniority date.
2. When an employee cannot take a scheduled annual leave due to circumstances not foreseeable at the time of scheduling, the employee may request a change in scheduling, and the Fire Chief will normally grant such a request.
3. Requests for annual leave are collected by the immediate supervisor.
4. In the event an employee has not requested annual leave as outlined in 19.1.1. a request can be made 14 calendar days in advance of the planned annual leave usage, unless otherwise approved by the Fire Chief or designee. Approval is contingent on the existing annual leave schedule and with the sole approval of the Fire Chief.

5. All shift employees and administrative employees shall be charged for actual hours which are used in accordance with the following schedule:

40 hour administrative employees	One (1) day equals (8) hours
56 hour shift employees	Must be taken in Six (6) hour increments
Six (6) actual shift hours =	Four (4) hours charged
Twelve (12) actual shift hours =	Eight (8) hours charged
Eighteen (18) actual shift hours =	Twelve (12) hours charged
Twenty-four (24) actual shift hours =	Sixteen (16) hours charged

- 19.2 The County grants annual leave to employees covered by this Agreement. Shift and administrative employees accrue annual leave in accordance with the following:

ANNUAL LEAVE ACCUMULATION SCHEDULE
EFFECTIVE OCTOBER 1, 2015

YEARS OF CONTINUOUS SERVICE	LEAVE EARNED PER PAY PERIOD	LEAVE EARNED PER PAY YEAR
0-4 years	3.70 hours	96 hours
5-9 Years	4.62 hours	120 hours
10+ years	6.15hours	160 hours

A shift employee or administrative employee, may accumulate leave in excess of the limitations during the calendar year; however, the excess leave must be used by the end of the last pay period of the calendar year, as determined by the payroll department, or it will be forfeited. The limitations of annual leave are as follows:

CONTINUOUS SERVICE YEARS	CARRY-OVER LIMITATIONS
0 – 4 Years	200 Hours
5 – 9 Years	240 Hours
10 + Years	300 Hours

In the event an emergency has been declared in accordance with Article 2.3 and an employee's scheduled annual leave was canceled, thereby causing him to exceed the maximum accruals, an extension of up to six months may be requested in order to take annual leave and meet the maximum accrual rates.

- 19.3 If an employee's sick leave is exhausted and he is not able to return to work, the employee may request the use of annual leave upon submission of a valid medical excuse to the Employee Health Clinic and a Duty Status form to Fire Rescue Headquarters no later than 96 hours following the absence. The request to use annual leave in lieu of leave without pay should be sent, in writing, to the Division Chief.
- 19.4 In the event the Fire Chief or designated County Official determines an emergency situation exists, any or all approved annual leave may be canceled and/or rescheduled. In such an event, the rescheduling shall be processed in accordance with 19.1 above.
- 19.5 Any employee who is laid off, resigns with proper notice, or retires, shall be paid for all accrued, but unused annual leave hours. Any employee who resigns without proper notice or who resigns in lieu of termination or who is terminated for performance or behavior problems shall forfeit all accrued, but unused annual

leave hours, unless otherwise directed by the County Administrator. Payment for accrued, but not used, annual leave will not exceed the limitations contained in 19.2. The rate of annual leave pay shall be the employee's regular straight time rate in effect for the employee's regular job classification at the time of separation.

- 19.6 Active employees may sell back to the county up to the accumulation of the last 12 months accrued annual leave hours in lieu of utilizing those hours. The rate of annual leave pay shall be the employee's regular straight time rate in effect for the employee's regular job classification. Any employee wishing to exercise the "Leave Buy Out" option must exercise this option between October 15th and November 4th of each year. The employee shall make this request in writing to the Fire Chief or designee.
- 19.7 At the discretion of the Fire Chief or his designee and only when the best interest of effective day to day operational readiness, Two (2) shift captains may be granted leave per shift. This may not include Captains who were off of Sick Leave, FMLA, Workers' Complementation, or Administrative Leave.

**ARTICLE 20
SICK LEAVE**

- 20.1 All full-time employees covered by this Agreement shall accrue four (4) hours of sick leave for each bi-weekly period worked. Sick leave credits shall not accumulate during periods of leaves of absence without pay.
- 20.2 Sick leave shall be used only with the consent and written approval of the Fire Chief or designee. Employees covered by this Agreement may use accrued sick leave for a personal illness, accident, injury, or a physician's appointment. If an employee requests use of sick leave for more than two (2) consecutive or duty days in any thirty (30) day period, a written statement from a physician must be provided to the clinic within 96 hours following the absence. All requests for use of sick leave on a holiday or reason listed above, must include a written statement from a physician submitted to the clinic within 96 hours following the absence. Should the clinic be closed, due to a holiday or weekend, the statement from the physician should be presented on the next business day.
- 20.3 A request may be made to utilize sick leave for the illness or injury of a member of the employee's immediate family. Immediate family is defined as spouse, parents, children, grandparents, brothers, sisters, grandchildren or mother/father-in-law of the employee, or persons living in the employee's household that the court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home.
- 20.4 All employees shall be charged for actual hours which are used in accordance with the following schedule:
- | | |
|---------------------------------------|------------------------------------|
| 40 hour administrative employees | One (1) day equals (8) hours |
| 56 hour shift employees | Must be taken in 6 hour increments |
| Six (6) actual shift hours = | Four (4) hours charged |
| Twelve (12) actual shift hours = | Eight (8) hours charged |
| Eighteen (18) actual shift hours = | Twelve (12) hours charged |
| Twenty-four (24) actual shift hours = | Sixteen (16) hours charged |
- 20.5 Sick leave may be accrued up to a maximum of 1040 hours.
- 20.6 An employee who has ten (10) continuous years or more of employment with the County is eligible for payment of a portion of unused sick leave hours upon termination. Employees who meet the criteria stated above and who do not provide fourteen (14) calendar days notice of resignation or who are terminated for disciplinary reasons or resign in lieu of termination shall forfeit all accrued sick leave unless otherwise directed by the Fire Chief.
1. Employees with more than ten (10) years but less than twenty (20) years with the County may be paid for ten (10) percent of their accrued sick leave hours, at their regular rate of pay at the time of termination.
 2. Employees with more than twenty (20) years but less than twenty-five (25) years with the County may be paid for twenty (20) percent of their accrued sick leave hours, at their regular rate of pay at the time of termination.

3. Employees with more than twenty-five (25) years with the County may be paid for twenty-five (25) percent of their hours, at their regular rate of pay at the time of termination.
4. Employees with more than thirty (30) years with the County may be paid for thirty (30) percent of their hours, at their regular rate of pay at the time of termination.
5. Employees with less than ten (10) years with the County shall not be reimbursed for any unused sick leave hours.

20.7 EMPLOYEE SICK LEAVE DONATION PROGRAM

1. The County will provide a leave donation program to eligible employees recognized by this Agreement for a catastrophic illness or disability. A catastrophic illness for the purpose of this program will be defined as life threatening and requiring extensive medical care of the employee or employee's family as defined in 20.3. The leave donation program shall be provided under the general guidance of the Human Resources Director. Eligible employees may request or donate leave as described in this policy.
2. For the purpose of this policy, the following definitions shall apply:
 - a. Donor: An eligible employee who has elected to donate sick or annual leave to another employee.
 - b. Recipient: An eligible employee, covered by this Agreement, who has suffered a catastrophic illness and has been authorized to solicit donations of leave from employees. The maximum allowable leave donations within a twenty four (24) month period is (480) hours.
3. This policy is applicable to all employees covered by this Agreement who are eligible to accrue and use paid leave and who have been continuously employed for not less than twelve (12) months in a County position(s) entitled to earn leave.
4. Employees requesting donated leave will automatically be placed under the Family Medical Leave Act (FMLA) if otherwise eligible. FMLA will run concurrent with donated leave.
5. Leave donation shall be permitted from one County employee to another County employee, subject to the provisions of this policy.
6. The Fire Chief or designee shall have the discretion to approve or deny all requests to solicit leave donation. If a Fire Chief denies a request to solicit sick leave, reasons for the denial will be provided in writing to the Human Resources Director.
7. Leave donation shall be strictly voluntary. The identity of donors shall be confidential and shall not be provided to the recipient or to any other individual unless necessary to administer the donation.
8. No employee shall threaten, coerce, or attempt to coerce another employee for the purpose of interfering with rights involving the donation, receipt, or use of leave. Prohibited acts include, but are not limited to, promising to confer or conferring a benefit such as appointment, promotion, or salary

increase, or making a threat to engage in, or engaging in an act of retaliation against the employee. Any violation of this provision shall be considered to be misconduct and shall be subject to disciplinary action, up to and including termination.

9. To be eligible to request donated leave, an employee must:
 - a. Be employed in a position entitled to earn and use leave;
 - b. Have been continuously employed for not fewer that twelve (12) consecutive months in a position entitled to earn leave;
 - c. Not have received a formal disciplinary action (for performance or conduct) or been on sick leave abuse probation in the twelve (12) month period preceding the request;
 - d. Have exhausted all accrued leave (Sick and Annual).
 - e. Have used their Personal Day.
10. Use of donated leave: All donated leave becomes sick leave, and is therefore subject to applicable provisions of the County policy governing sick leave usage. Accordingly, an employee covered by this Agreement may use donated leave for catastrophic illness or disability.
11. An employee may not solicit leave donations for:
 - a. Any occupationally related accident or illness which is under Worker's Compensation benefits;
 - b. Disability incurred in the course of committing a felony or assault;
 - c. Child birth;
 - d. Intentional self-inflicted injuries;
 - e. Cosmetic and elective surgery.
12. An employee may not use donated leave in the following circumstances:
 - a. During periods of disciplinary probations, suspensions, or;
 - b. While receiving disability insurance benefits.
13. To be eligible to donate leave, a donor must:
 - a. Be entitled to earn and use leave;
 - b. Have been continuously employed for not fewer than twenty four (24) consecutive months by the County in a position(s) entitled to earn leave;
 - c. Have no less than two hundred (200) hours of accrued sick leave and no less than eighty (80) hours of accrued annual leave;
 - d. Have not submitted a written notice of resignation or retirement;
 - e. Not be the recipient of a formal disciplinary action in the last twelve (12) months.
 - f. Not be on any form of authorized or unauthorized leave of absence without pay.

14. Request to solicit donated leave shall be as follows:
 - a. The employee must request approval to solicit donated leave by submitting a Request for Donated Leave Form. Employee must provide medical documentation from a licensed health care provider documenting the circumstances of the catastrophic illness. Submission of this request is the employee's release to allow the Clinic Supervisor to review the request and determine if the request meets the intent and purpose of this program.
15. The Certification of Health Care Provider Form must include the following information:
 - a. The date the catastrophic condition began;
 - b. The probable duration of the condition/treatment or absence in days, weeks, or months;
 - c. The appropriate medical facts within the health care provider's knowledge; and
16. If the employee covered by this Agreement has previously submitted an acceptable medical certification form covering the period of the catastrophic condition, a copy of this certification may be submitted with the request of donated leave. The Clinic Supervisor will review the information submitted and other relevant facts to determine whether the request to solicit leave should be approved. If the request to solicit leave is approved, the Director of Human Resources or designee will designate the employee as a recipient under the provisions of this policy.
17. Upon approval of the request to solicit leave, designated Human Resources staff shall prepare a proposed Solicitation of Donated Leave Announcement Form based on the information provided in the Request for Donated Leave Form.
18. The Solicitation of Donated Leave Announcement shall be circulated to all employees via electronic mail for circulation/posting. Leave donations, however, will be accepted until the maximum number of hours (480) is received or until the recipient returns to work and is no longer eligible for leave donations, whichever is sooner.
19. Leave donation procedures will be as follows:
 - a. The donor covered by this Agreement must complete a Leave Donation Form which identifies the amount of leave being donated, authorizes the deduction of the leave from the leave balance (s), assigns the recipient, and surrenders any future claim to the leave if it is credited to the recipient. However, leave will be credited to the recipient only as needed, and it will be returned to the donor if the recipient returns to work or reaches the maximum allowable hours (480) before the leave is used.
 - b. The donor covered by this Agreement may give any amount of annual leave or sick leave as long as the donor meets the requirements as specified in paragraph thirteen (13) above.

- c. Donations must be made in whole hours with the minimum donation amount being eight (8) hours of annual or sick leave.
- d. Employees who wish to donate leave must submit a Leave Donation Form to the Human Resources Director or designated staff.
- e. After reviewing the employee's request to donate leave, the Director of Human Resources or designee will provide the respective department payroll specialist a payroll notification form of acceptance of hours, or a returned memorandum stating the hours donated but not needed and are being returned to the donor.

20.8 Receipt and use of Donated Leave shall be as follows:

1. Donations, not to exceed (480) hours (for full-time employees) shall be credited to a recipient in the order in which the donations are received by the Human Resources Department and as the recipient needs the hours. Donations received after the maximum use of donated hours has been reached, will not be accepted.

Note: Part-time employees will receive a pro-rated amount of donations based on the (480) hour maximum.

2. Multiple donations are permitted for the same recipient. However, no recipient, who is a full-time employee, will receive more than 480 hours of donated annual or sick leave in a twenty four (24) month period.

Note: Part-time employee maximum donations are again pro-rated.

3. While using donated leave, the recipient will be in a pay status and, as a result, will accrue annual and sick leave. All accrued leave must be used prior to continuing to use donated leave.

ARTICLE 21 INCENTIVE HOURS

21.1 To provide incentive for employees who make conservative use of their sick leave privileges, the County provides incentive hours. There are a total of twenty-four (24) incentive hours available per Calendar Year for administrative employees. There are a total of forty eight (48) incentive hours available per calendar year for shift employees. For those administrative employees employed for a full calendar year, the following applies:

1. 0 sick hours taken 24 incentive hours earned as annual leave
2. 1 sick hour taken 23 incentive hours earned as annual leave
3. 2 sick hours taken 22 incentive hours earned as annual leave (and so on)
4. 23 sick hours taken 1 incentive hour earned as annual leave
5. 24 or more sick hours taken 0 incentive hours earned as annual leave

For those shift employees employed for a full calendar year, the following applies:

1. 0 sick hours taken 48 incentive hours earned as annual leave.
2. 1 sick hour taken 47 incentive hours earned as annual leave.
3. 2 sick hours taken 46 incentive hours earned as annual leave.
4. 47 sick hours taken 1 incentive hour earned as annual leave.
5. 48 or more sick hours taken 0 incentive hours earned as annual leave.

ARTICLE 22
PAID LEAVE OF ABSENCE

- 22.1 An employee who is summoned as a member of a jury is granted leave of absence with pay. Employees summoned for jury duty, but not selected, must report back to the job site. An employee subpoenaed as a witness involving his or her personal litigation is able to utilize annual leave. Absences due to litigation involving County business are paid as regular time worked. Employees will not be reimbursed by the County for meals, lodging, or travel expenses incurred while in service as either a juror or a witness, in personal business. Any witness fees or stipend received (except travel and meal allowances) must be returned to the Marion County Board of County Commissioners, payable at the Finance office per FS 40.24.
- 22.2 Paid leave shall be granted to employees to attend such meetings and conferences as may contribute to the effectiveness of his employment upon approval by the Fire Chief or designee. Travel to meetings and conferences outside of Florida must be approved by the County Administrator or designee.
- 22.3 An employee may be granted leave with pay for the purpose of taking examinations, provided such examinations are pertinent to his employment, as determined and approved by the Fire Chief or designee.
- 22.4 Employees, upon request to attend to the death or burial of an immediate family member, will be granted up to 24 hours of paid leave. Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparent-in-law, and grandchildren, or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home.

ARTICLE 23
FAMILY AND MEDICAL LEAVE ACT LEAVE OF ABSENCE

- 23.1 Any employee may request that the Fire Chief grant up to twelve (12) workweeks of unpaid Family and Medical Leave Act (FMLA) leave during any rolling twelve-month period, measured backward from the date leave is requested, if the employee has worked for the County for at least twelve months (52 weeks) and has worked at least 1,250 hours during the twelve-month period immediately before the date when the leave would begin. The twelve months of employment need not be consecutive months unless there is a break in service of more than seven (7) years. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week, or if the employee is on leave during the week.

All eligible employees are also entitled to a total of twenty six (26) weeks of military caregiver leave during a single twelve (12) month period. The single twelve (12) month period is measured forward from the date an employee's leave to care for the covered service member begins.

- 23.2 FMLA leave is available to eligible employees for the following reasons:
1. because of the birth of a child and to care for the newborn child, or for placement of a child with the employee for adoption or foster care; or
 2. to care for the serious health condition of an immediate family member defined as the employee's spouse, child under 18 years old, child 18 years old or older who is incapable of self-care because of mental or physical disability, or the employee's parent (not parent-in-law); or
 3. because of the employee's serious health condition which makes the employee unable to perform the functions of his or her job; or
 4. a qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or reserves, or
 5. the spouse, son, daughter, parent or next of kin of a covered service member with a serious illness or injury.

Employee's total leave entitlement is limited to a combined total of twenty six (26) weeks for all qualifying reasons under FMLA and caregiver military leave.

- 23.3 For the purpose of this Article, serious health condition means an illness, injury, impairment, or physical or mental condition that involves any of the following:
1. an overnight stay for inpatient treatment in a hospital, hospice or residential medical care facility; or

2. a period of incapacity requiring absence from work, school or other regular daily activities of more than three (3) calendar days and that also involves continuing treatment by or under the supervision of a health care provider; or
3. continuing care by or under the supervision of a health care provider for:
 - a. prenatal care; or
 - b. a chronic or long-term health condition that is incurable or so serious that, if not treated, would result in a period of incapacity of more than three (3) calendar days.

23.4 For the purpose of this Article the following definitions will apply:

1. Child – biological, adopted, or foster child; stepchild; legal ward; or child of a person standing in loco parentis who is under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self-care because of mental or physical disability.
2. Health Care Provider – a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices, physician assistant or other para-professional medical professional performing within the scope of their practice as defined under state law.
3. Parent – the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
4. Serious Health Condition – an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
5. Continuing Treatment – treatment two or more times by a health care provider within a thirty (30) day period. For chronic conditions, such visits must take place at least twice a year.
6. Qualifying Exigency – a non-medical activity that is directly related to the covered military member's active duty or call to active duty status.
7. Active Duty or Call to Active Duty – duty under a federal call or order (not a State call) in support of a contingency operation made only to members of the National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserve.
8. Covered Service Member – *current* member of the Regular Armed Forces, National Guard, or Reserve receiving medical treatment, recuperation or

therapy including those on the temporary disability retired list because of an injury or illness incurred in the line of active duty.

- 23.5 Any family and medical leave taken by an eligible employee will be counted against the employee's annual twelve workweek limitation or the annual twenty six workweek limitation if combined with military caregiver leave.
- 23.6 Spouses employed by the County are jointly entitled to a combined total of twelve workweeks of FMLA leave for:
1. the birth of a child and to care for the newborn child; or
 2. the placement of a child with the employee for adoption or foster care; or
 3. care of a parent (but not a parent-in-law) who has a serious health condition.
- 23.7 FMLA leave for the birth of a child and to care for the newborn child, or for the placement of a child with the employee for adoption or foster care, must be concluded within twelve months of the birth or placement.
- 23.8 FMLA leave may be taken intermittently whenever it is medically necessary because of an employee's serious health condition or to care for an immediate family member with a serious health condition. FMLA leave may not be taken intermittently for the birth of a child or to care for the newborn child, or for the placement of a child with the employee for adoption or foster care.
- 23.9 Employees who request intermittent FMLA leave due to planned medical treatment may be required, at the County's discretion, to transfer temporarily to an alternative position with equivalent pay and benefits which better accommodates recurring periods of leave than the employee's regular employment position.
- 23.10 Employees may substitute accrued paid leave (e.g., vacation, sick leave) for unpaid FMLA leave at the commencement of an FMLA leave of absence. Employees requesting military exigency leave may only substitute accrued annual leave.
- 23.11 Employees are required to complete a Leave Request Form to apply for FMLA leave. In the event that an employee is unavailable, the form can be completed by the employee's spouse, another family member, or any other responsible person. FMLA leave can only be used for the condition and/or family member originally documented.
- 23.12 Employees must provide at least thirty (30) days' advance notice before taking FMLA leave if the need for the leave is foreseeable. If the need is not foreseeable, or if thirty days' notice is not practicable, the employee must notify the County of the need for FMLA leave as soon as practicable. This means notifying the County within one or two working days of learning of the need for

family and medical leave, except in extraordinary emergencies. Failure to give thirty days' advance notice for a foreseeable FMLA leave, with no reasonable excuse for the delay, may result in the leave being denied until at least thirty days after the date on which the County is notified.

- 23.13 Employees who request FMLA due to a serious health condition, the serious health condition of an immediate family or military member, or for military exigency will be required to obtain a medical or exigency certification form. The form must be completed within 15 calendar days of the date you first go on leave, unless it is not practicable under the circumstances to do so despite your diligent, good faith efforts. If the County does not receive the medical or exigency certification form on a timely basis, it may deny the employee's request to take FMLA leave or postpone any further continuation of the leave until the required certification is provided. Yearly re-certification of the employee's condition is required.
- 23.14 If the County has reason to doubt the validity of any medical certification, it may require the employee to obtain a second medical opinion at the County's expense. The County has the right to designate the health care provider that will furnish the second opinion, but the second provider cannot be employed on a regular basis by the County. If the two medical opinions differ, the County may require the employee to obtain certification from a third medical health care provider at the County's expense. This third opinion will be final and binding. The third health care provider must be designated or approved jointly by the employee and the County. Failure to attempt, in good faith, to reach agreement with the County on a third health care provider, or refusal to see the third health care provider, or refusal to see the third health care provider who has been chosen, will result in the employee being bound by the second medical opinion.
- 23.15 Employees on FMLA leave will be required to report periodically on their status and intent to return to work.
- 23.16 The County may also require any employee and their health care provider to complete one or more additional medical certification forms at reasonable intervals during any FMLA leave, but not more often than every 30 days unless one of the following occurs:
1. the employee requests an extension of leave; or
 2. circumstances described in the previous certification have changed significantly; or
 3. the County receives information that casts doubt on the continuing validity of employee's previous certification; or
 4. employee is unable to return to work after the family and medical leave ends because of the continuation, recurrence or onset of a serious health condition involving employee or employee's immediate family member.

- 23.17 Employees on FMLA leave because of their own serious health condition will be required to obtain and present a fitness-for-duty certification from the health care provider which states that the employee is able to resume work. The fitness-for-duty certification relates only to the particular health condition that caused employee's need for family and medical leave. The County may deny employee's reinstatement until the fitness-for-duty certification is provided. In the case of FMLA in support of a family member, the employee must also provide medical documentation verifying the medical condition of the family member upon returning to work. Any intermittent use of FMLA also requires documentation from the health care provider which states that the employee is able to resume work.
- 23.18 Employees will retain their medical coverage during any FMLA leave on the same terms as if the employee had continued to work. Employees are required to pay the share of health plan premiums which had been paid prior to the start of the leave. Premium payments are due on the dates that they would have been deducted from employee's paycheck while an active employee and must be in the form of a check or money order made payable to the County. Medical coverage will terminate if an employee fails to pay any premium within 30 days of the due date. If the County decides within its discretion to continue an employee's medical coverage despite his or her failure to pay premiums on a timely basis, it may later recover the employee's share of any premium payments that are missed.
- 23.19 If an employee fails to return to work for at least 30 days after his or her leave entitlement has been exhausted or expires, the County may recover the employer share of health plan premiums with respect to the employee's unpaid family and medical leave unless the reason the employee has failed to return to work is due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. The County will require medical certification of the serious health condition that prevents the employee from returning to work in such circumstances.
- 23.20 Employees returning from FMLA leave will be restored to their normal duty status with equivalent pay, benefits, and other terms and conditions. If the employee's job, status, pay, benefits, or other terms and conditions of employment would have been altered had the employee not taken FMLA leave, then the employee will be subject to those changes upon return from FMLA leave.
- 23.21 Employees who fraudulently obtain family and medical leave from the County are not entitled to reinstatement or maintenance of employee benefits.
- 23.22. Employees receiving medical care for a worker's compensation injury or illness will be automatically enrolled in FMLA coverage if such injury or illness qualifies for Family Medical Leave coverage.
- 23.23. In cases where 12 weeks leave is not sufficient for the employee to return to full duty for his/her own serious health condition, an extended medical leave may be permitted for up to 10 months. Any medical leave taken in combination with

FMLA and/or temporary reassignment may be permitted for a maximum of 10 months within a 24 month period.

ARTICLE 24
HEALTH AND LIFE INSURANCE

24.1 Individual coverage for health benefits, which shall include medical and hospitalization benefits, is provided to employees at the same coverage and contribution rate as all other County employees for basic single coverage at no cost, effective on the first day of the month following thirty (30) days of regular employment or if requested within 30 days of a major family status change event such as marriage, divorce, birth of child, or new dependent's eligibility. Family medical coverage is available to employees upon request and upon submission of evidence of insurability, with the cost of such insurance coverage paid by the employee.

24.2 A Basic life insurance policy is provided at no cost to the employee as provided to all other employees of the County.

When the County determines that there is reason to change rates or coverage under the group health insurance plan or life insurance, the changes will be presented and reviewed at the Marion County Risk and Benefit Services monthly insurance meeting. The Collective Bargaining Unit President shall be notified and included on the monthly agenda and minutes distribution list. Each fiscal year, renewals and changes will be presented and approved by the Board of County Commissioners for all County Employees.

24.3 Employees and their families may be eligible to continue group health benefits within the terms of COBRA in the event of termination, layoff, retirement, death, divorce and in the case of a dependent child reaching maximum insurance age. Contact the Risk Management Department within thirty (30) days of any of the aforementioned events.

**ARTICLE 25
RETIREMENT**

- 25.1 All employees are eligible to enroll in the Florida Retirement System which was established in December 1970. Florida Retirement System (FRS) is a single retirement system consisting of two primary retirement plans. The two optional retirement programs for particular employee groups are: FRS Pension Plan and the Public Employee Optional Retirement Program (FRS Investment Plan). Employees must make a selection as to which plan they wish to join.
- 25.2 Florida Retirement System is contributory for members. Member contribution rates will be determined by Florida State Statute.
- 25.3 All retiring employees shall notify the Human Resources Department Director no later than four (4) months prior to the normal service retirement date to begin processing the necessary paperwork. Further information about the FRS is available in the Human Resources office.

ARTICLE 26
HEALTH AND SAFETY

- 26.1 The County and Union agree that the safety and welfare of employees is a primary concern.
- 26.2 An employee will immediately report to his immediate supervisor any equipment/procedures he feels are unsafe. The supervisor will make the final determination as to whether the equipment/procedure can be safely utilized until any necessary changes are made.
- 26.3 Serious injuries, accidents, or “near misses” shall be investigated by the department’s Safety Officer to determine cause and possible recommendations to prevent future or similar occurrences.
- 26.4 The Fire Chief recognizes the Union’s Health and Safety Committee and its mission. The Chairman of the Union Health and Safety Committee may provide, to the Fire Chief or designee, any health or safety concerns the Union may have. Such concerns must be provided in writing.
- 26.5 The Department’s Health and Safety Committee will conduct meetings at least quarterly and shall include a member of IAFF Local 3169 Supervisory Unit Health and Safety Committee. These meetings shall be held on duty, contingent upon operational readiness.
- 26.6 The Department’s Health and Wellness program shall be mandatory and non-punitive. The Department and the Union shall cooperatively develop standards to ensure better health and wellness of department personnel.

ARTICLE 27
WORKERS' COMPENSATION

- 27.1 While working each employee who is involved in an on-the-job accident must immediately report any and all injuries to his supervisor and seek treatment at the Employee Health Clinic. In the event the Clinic is closed, or when the injury is potentially more serious and requires immediate care, the employee should report to the Marion County Contract Provider or to the nearest medical facilities. In no event shall an employee seek minor treatment during working hours at the emergency room.
- 27.2 Following any treatment of an injury, the employee will report to the Employee Clinic the same day or next business day for referral or release to return to work.
- 27.3 Employees desiring medical care other than what is provided must first obtain authorization from Risk Management Department.
- 27.4 Employees who sustain injuries arising out of and in the course and scope of employment; have reported such injuries in accordance with Article 26 FS 440, and FS 112; and must lose time from work under a physician's instructions, will receive workers' compensation benefits (injury pay) as follows:
1. Administrative wages will be paid for absences during the initial seven (7) calendar days of each injury at 100% of the employee's base rate. These wages are subject to Federal Withholding and FICA tax.
 2. After the initial seven (7) days Workers' Compensation wages will be paid at approximately 66 2/3% of the average weekly wage (AWW) at the time of accident, up to the maximum allowed under the Worker's Compensation Law. These wages are not subject to Federal Withholding or FICA tax.
 3. Employees whose calculated 66 2/3% of the AWW exceeds the maximum allowed under Workers' Compensation Law will be paid the difference between the calculated wage and the maximum allowed as Gratuitous Workers' Compensation. These wages are subject to Federal Withholding and FICA tax.
 4. Employees unable to work due to a work-related injury will be placed on Family Medical Leave in accordance with the Family Medical Leave Act (FMLA), beginning on the date of the first work-related absence.
 - a. While on FMLA, accrued vacation or sick leave may be used to supplement Workers' Compensation wages up to but not exceeding the employee's base pay.
 - b. While on FMLA, vacation, sick, pension, longevity or similar credits will be earned.

5. Controverted cases will be considered as non-work injury absences and will not be eligible for injury pay; unless and until such time that the Florida State Workers' Compensation Division rules that the absence is/was compensable. In the event that a controverted case is ruled to be a compensable absence or the controversy is withdrawn, the payroll records will be corrected to show the Workers' Compensation portion as non-taxable and any sick leave which may have been used will be restored to the employee's account. In such event, the employee will be required to refund any sick leave pay received which is in excess of Workers' Compensation wages, or to charge the excess to annual leave.
6. When Workers' Compensation benefits have been reduced for an injury resulting from employee action (Florida Statutes 440), or where the employee has not followed through on prescribed medical care, or in any way delayed his ability to return to work, no supplemental pay beyond the required workers' compensation indemnity portion (66 2/3%) will be paid.
7. Accrued annual and/or sick leave may not be used to supplement Worker's Compensation payments if it causes the employee to receive more than the average of his regular take home pay. Worker's Compensation wages are not paid for visits to medical providers while the employee is at work. The employee may use sick leave for these visits.
8. Work restrictions will only be accepted from authorized Worker's Compensation providers including Clinic Medical staff. All work restrictions must originate with the Clinic, or be reported to and documented by the Clinic prior to return to work.
9. Injured workers are entitled to file a grievance over the handling of the Worker's Compensation injuries.
 - a. Complaints must be in writing and must be addressed to Risk Management, Attention Director of Risk Management, 521 SE 26th Court, Ocala, FL, 34471.
 - b. If unable to be resolved by Risk Management, the grievance will be brought before the Grievance Committee, consisting of the Director of Risk Management and/or the Manager of Risk Administration, Human Resources Director, the contracted Occupational Health physician and where appropriate the Third Party Claim Service.
 - c. The complaint will be advised in writing of the Grievance Committee's decision.
 - d. All grievances will be resolved within 60 business days of receipt.

ARTICLE 28
LIVING CONDITIONS

- 28.1 Shift Captains shall be housed at county-owned, 24-hour fire stations. Fire station amenities shall include: hot and cold potable running water, showers, refrigerator, heating and air conditioning with operating controls available to personnel, lockers, beds or bunks and linens, computer, desk and chair, filing cabinet, medical supply storage, stove, clothes washer and dryer, working sewage, eye wash stations, and basin sinks, as provided for in State and County regulations.
- 28.2 In the event an employee believes that any equipment listed in Article 28.1 needs repair, written notice shall be made to the Fire Chief or designee, who shall determine if the repair is needed, and if so make arrangements for the repair within a reasonable period of time.
- 28.3 When repairs to safety items listed in 28.1 are not repaired within 24 hours or reasonable accommodations have not been made, as determined by the Fire Chief (with a cooperative effort with Union Administration), employees assigned to these stations shall be temporarily transferred to a station where facilities are available.
- 28.4 Employees covered in this agreement will comply and enforce all energy efficiency policies as set forth by the County Administrator and/or the Marion County Board of County Commissioners.

ARTICLE 29
UNIFORMS AND SAFETY EQUIPMENT

- 29.1 The County will provide all standard and customary uniforms and equipment as provided in the Standard Operating Guidelines.
- 29.2 The county will provide a Class A uniform to all supervisory members with at least one (1) year of service as a Captain and in good standing. The uniform will include; dress pants, dress jacket, dress hat, rank stripes, years of service Maltese cross, badge, and rank trumpets starting October 01, 2016. Class A uniforms will be replaced at the discretion of the Fire Chief or Designee.
- 29.3 The County will issue bunker gear prior to an employee engaging in fire suppression. Leather Bunker Boots and traditional style helmets shall be issued to all employees.
- 29.4 Members of the bargaining unit may wear up to two (2) other fire related pins on their uniforms in addition to County issued pins.
- 29.5 Ill-fitting or worn-out uniforms, or stolen equipment, will be replaced on an as-needed basis, as determined solely by Fire Chief or designee. The County shall repair or replace any unserviceable or lost personal protective equipment that it provides, at no cost to the employee, provided the damage or loss is not contributed to negligence by the employee. Repair or replacement will be determined by the Fire Chief or his designee. In the event of damage or loss to any uniforms, equipment, or personal protective equipment that the County provides, that is caused by culpable negligence or carelessness on the part of the employee, the employee shall be subject to administrative action including repayment of such damage or loss to the above items.
- 29.6 No uniforms or safety equipment will be worn off duty, except when coming from or going to work, or on special occasions such as M.D.A. drives or other times with the approval of the Fire Chief.

ARTICLE 30
PERSONAL PROPERTY DAMAGE

- 30.1 The County shall reimburse the employee for damage to his own dentures, prescription eyeglasses, hearing aids, or other prosthetic devices when damaged in the line of duty. The personal property listed above that has been confiscated due to contamination by a foreign chemical shall also be reimbursed as listed above.
- 30.2 Line of duty is defined as responding to bona-fide service calls or when performing duties directly assigned by the Fire Chief or his designee.
- 30.3 Reimbursement of such damages shall be complied with even if the employee has not been injured in an on-the-job incident.
- 30.4 Employees must notify their immediate supervisor or the supervisor on duty at the time the damage or loss occurs. Failure to report any damage or loss in a timely manner may void any claim for reimbursement.

ARTICLE 31
PHYSICAL FITNESS AND EXAMINATION

- 31.1 As permitted by law, employees covered by this Agreement will undergo an annual medical evaluation administered by the Employee Health Clinic. These evaluations will be scheduled based upon the workload and availability of the Clinic staff. All employees are also required to undergo a medical examination by a qualified medical doctor once every 3 years as permitted by law (to be paid for by the County). Employees will:
1. cooperate with Clinic personnel in detection and control of chronic disease; and
 2. obtain necessary corrective lenses and hearing aids; and
 3. maintain a level of health, strength, and fitness which will enable them to safely perform their duties. The Wellness/Fitness Committee is currently developing a program to address physical fitness and wellness of Department members.
- 31.2 The annual medical evaluation may include the following: cardiovascular stress test; review of information presented regarding injuries, illness, hospitalization, medications, and general health; blood pressure and pulse; vision, hearing, and health habits review; height, weight, percent body fat; electrocardiogram; urinalysis and substance abuse screening; spirometry; tuberculosis screening; and any other necessary procedures as approved for use by the County Medical Director. In the event that the Rank and File unit obtain more through physical assessment from the county, the Supervisory unit will be subject to the same physical testing.
- 31.3 Immunization for hepatitis b, and any other immunizations or inoculations as mandated by a legislative body, will be scheduled and administered by the Clinic staff.

ARTICLE 32
DISCIPLINE

- 32.1 The Fire Department will impose, for proper cause, disciplinary sanctions up to and including discharge for any conduct or performance it considers to be below the standard expected of employees. Every effort should be made to initiate and complete disciplinary actions within thirty days of first notice of infraction to management.
- 32.2 Employees are required to comply with all standards and directives of supervision and management. In the event an employee wishes to dispute a directive, he shall comply first and grieve later.
- 32.3 Any disciplinary action or discharge may be subject to the Grievance and Arbitration Procedures contained in the Grievance Article, except where provided otherwise elsewhere in this Agreement.
- 32.4 The County agrees to follow F S Chapter 112, Firefighter Bill of Rights.

ARTICLE 33 SUBSTANCE ABUSE

33.1 All employees are prohibited from manufacturing, distributing, dispensing, possessing, using, or having present in their systems any illegal, unauthorized or mind altering substance, or having present in their systems intoxicating substances which result in a blood alcohol level of .02 or higher while on County property (including parking areas and grounds), or while otherwise performing County duties away from the County. Included within this prohibition are lawful controlled substances, (e.g. prescription drugs) which have been illegally or improperly obtained. Employees are also prohibited from having any such illegal or unauthorized controlled substances or drugs in their systems while at work, and from having prescription drugs or otherwise lawful controlled substances in their systems without requesting from management approval to work where such substances could affect their ability to perform their jobs. (See Section 33.11).

For purposes of this Article, controlled substances are defined as alcohol, drugs, narcotics, synthetic narcotics, designer drugs or mind-altering substances which are controlled by State or Federal law. Controlled substances include, but are not limited to: alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors; marijuana; THC; hashish; LSD; mescaline; amphetamines; barbiturates; benzodiazepines; librium; valium; hallucinates; methadone; methaqualone; quaaludes; opiates; codeine; hydrocodone; heroin; morphine; hydromorphone; cocaine; cannabinoids; darvon; steroids; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

33.2 Conviction by a court of competent jurisdiction of off-the-job manufacturing, distributing, dispensing or possessing illegal or unauthorized controlled substances will result in termination. Off-the-job use of illegal drugs or other controlled substances which result in the presence of such substances in one's system at work is prohibited. Off-the-job use of alcohol which results in a blood alcohol level of .02 or higher at work is also prohibited.

33.3 Screening for substance abuse will be done through urine drug screens and/or breath alcohol testing. These tests will be done in the following circumstances:

1. Pre-employment: Substance screening by urinalysis, blood test, or other approved methodology is required for all applicants, either separately or as part of a pre-employment physical examination. Applicants who have been conditionally hired subject to passing physical examinations are required to sign a consent/release form before submitting to screening. Such conditional hires will be disqualified for hire if they refuse to execute a required consent/release form, refuse to submit to a test, or test positive;
2. Post accident: when employee caused or contributed to motor vehicle or workplace accident, or if the cause is unknown;
3. Annual physical exam: See Article 31.2.
4. Random selection: These tests will be conducted just before, during or just after performing safety sensitive functions. Urine drug screens will be done on up to 50% of total number of employees each year. Names for testing will be obtained by a valid scientific random method.

5. Current Employees. Current employees may be required to submit to substance screening whenever County supervision has a reasonable suspicion that they may have violated any provisions of this Article. Reasonable Suspicion: Reasonable suspicion is based on a belief that an employee is using or has used drugs and/or alcohol in violation of this policy. The belief is drawn from specific objective and articulated facts, and reasonable inferences drawn from those facts in light of experience. Approval for such testing may be authorized by the County Administrator, Assistant County Administrator, or Human Resources Director or his or her designee. If testing is conducted based on reasonable suspicion, the Department Director or their designee will immediately document the circumstances which formed the basis of determination that reasonable suspicion existed to warrant the testing. The Department Director will notify the approving authority of the documented circumstances. Upon determination by the approving authority that reasonable suspicion testing is warranted, the approving authority will notify the Employee Health Clinic. Among other things, such facts and inferences in determining reasonable suspicion may be based upon:
- a. Observable documented phenomena while at work, such as observation of drug or alcohol use or of physical symptoms or manifestations of being under the influence of a drug or alcohol.
 - b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - c. A report of drug or alcohol use provided by a reliable and credible source.
 - d. Evidence that an individual has tampered with any drug or alcohol test during his or her employment with the County.
 - e. Information that an employee has caused or contributed to a motor vehicle or workplace accident while on duty.
 - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on County premises, or while operating County vehicles, machinery, or equipment.
 - g. Reports that an employee has been arrested for use (including driving under the influence), possession, selling, solicitation, or transferring illicit drugs while on or off duty.
 - h. Any other substantiated reason to suspect an employee has violated any of the provisions of this Article.

33.4 Violation of this Article or any of its provisions may result in discipline which may include discharge.

33.5 The County reserves the right to investigate potential violations of this Article and require personnel to undergo substance screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the County and County grounds, including, but not limited to, work areas, lockers, County property, and County vehicles. Employees will be subject to discipline up

to and including discharge for refusing to cooperate with searches or investigations, refusing to submit to screening or for failing to execute consent forms when required by supervision. Searches and investigations of personal (non-County) belongings, personal vehicles or other personal items will be conducted by the appropriate law enforcement agency having jurisdiction.

- 33.6 All current employees who test positive in a confirmed substance test will be subject to discipline which may include discharge. Employees who are not immediately terminated for testing positive or for some other violation of this Article may be placed on probation and required to execute an agreement acknowledging:
1. that they tested positive or otherwise violated the Article; and
 2. that in exchange for the County not terminating them for this instance of testing positive or otherwise violating the Article, they agree:
 - a. to undergo rehabilitation, counseling, or other activities prescribed by the County's coordinating physician in conjunction with management; and
 - b. to undergo periodic unannounced screening for a set period; and
 - c. to be subject to termination for any future violation of this Article.
- 33.7 All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise derived from the drug testing program are confidential communications to be distributed only to those persons with a need to know following F.S. 401.265; 401.411; and 401.414.
- 33.8 Employees who voluntarily come forward before being suspected, confronted, tested, or involved in a drug-related incident may be provided rehabilitative opportunities, leave, or an opportunity to resign as determined by management in consultation with a County coordinating physician. Employees who wish to seek help may contact the Human Resources Director who serves as the Employee Assistance Program Coordinator. The employee seeking voluntary treatment will be subject to the same rules as the employee who tests positive or who has a blood alcohol level of .02 or higher.
- 33.9 Employees who test positive, who admit to drug or alcohol use or to related misconduct, or who voluntarily seek assistance and are not terminated, will not be returned to work or continue working until they have been evaluated by a County coordinating physician in conjunction with management to determine if they can safely return to work.
- 33.10 Urinalysis, blood tests and other appropriate test procedures may be utilized to enforce the requirements of this policy. All urinalysis drug tests will utilize an initial immunoassay methodology, with a confirmation of all positive test results by an alternate methodology such as gas chromatography/mass spectrometry using the same specimen. Written chain of custody documents and container labeling will be used to ensure that the specimen received is accurately tested and reported. Steps will be taken to control information on test results. The Human Resources Director or designee will coordinate all testing requests (urine, blood, breath).
- 33.11 The proper use of medication prescribed by employee's physician is not prohibited. However, the County prohibits the misuse of prescribed medication. Employees

using drugs at the direction of a physician are required to notify the Employee Clinic of medications that may cause drowsiness or impair ability to safely perform job functions. Clearance to return to duty will be done by the clinic and the County's Medical Directors directions.

33.12 County-sponsored educational programs may be scheduled periodically regarding the dangers associated with drug and alcohol abuse.

33.13 This Article does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

ARTICLE 34
DUAL CERTIFICATION

34.1 Dual certified is defined as:

1. possessing a Certificate of Compliance from Florida State Bureau of Fire Standards as required by Florida Law; and
2. possessing a Florida license as an Emergency Medical Technician or Paramedic.

34.2 All employees shall be dual certified.

**ARTICLE 35
GRIEVANCE PROCEDURE**

- 35.1 A Grievance shall be defined for the purpose of this Agreement, as any difference, dispute or complaint between an employee and Marion County regarding the interpretation or application of the terms of this Agreement.
- 35.2 The County and the Union agree that it is beneficial to encourage informal discussion between employees and the Fire Department concerning employment problems of employees covered by this Agreement. Such discussions should be held with a view towards reaching an understanding which will bring about resolution in a satisfactory manner without need for recourse under the formal grievance procedure.
- 35.3 Definition. The term grievance as used in this Agreement means a formal, written complaint by the Union President or designee, an employee, or group of employees (with respect to a common issue) covered by this Agreement alleging non-compliance with a specific provision of this Agreement (including discharge). Any matter not covered by the Agreement is not subject to the Grievance Procedure.
- 35.4 Procedure. A grievance arising under the terms of this Agreement is handled as follows:
1. Step One: Written statement to the Division Chief. An employee wishing to apply for resolution through the grievance process shall submit his/her grievance on the Marion County Union Employee's Grievance Form containing the basic factual information, the specific provision of this Agreement allegedly violated and remedy desired. The grievance should be submitted to the Grievant Division Chief within ten (10) business days of the occurrence of the event giving rise to the alleged grievance or the Union will provide in writing any public records request to the Fire Chief or designee and to the Human Resources Director within ten (10) business days of the occurrence of the event giving rise to the alleged grievance. In the event of a public records request, should the Union wish to file a formal grievance it must be filed within ten (10) business days from the receipt of the response to the public records request. An employee may, at his/her discretion, be represented by the Union at each step of the Grievance Process. The Division Chief shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days.
 2. Step Two: Written Appeal to the Deputy Chief: If the Division Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the Fire Chief within five (5) business days of the Division Chief's response, presenting the grievance form. Within ten (10) business days of receipt, the Deputy Chief may conduct an inquiry or meeting and shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days of the inquiry or meeting.

3. Step Three: Written Petition to the Fire Chief. If the Division Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the Division Chief within five (5) business days of the Division Chief's response, presenting the grievance form. Within five (5) business days of receipt, the Fire Chief may conduct an inquiry or meeting and shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days of the inquiry or meeting.
4. Step Four: Written Appeal to the County Administrator. If the Fire Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the County Administrator within five (5) business days of the Fire Chief response. The County Administrator shall provide a written decision on the grievance and return the grievance form to the employee and notify the Union of the decision within ten (10) business days of receipt of the appeal.
5. Step Five: Written Appeal for Mediation. The employee and the Union may together appeal the decision of the County Administrator and may request a Grievance Mediation with the Federal Mediation and Conciliation Services (FMCS), Florida Region. The appeal must be made within five (5) business days of the response of the County Administrator. The FMCS shall provide a mediator that guides the parties to a mutually acceptable settlement of the grievance. If the parties cannot settle the matter, they may proceed to the next step. A written decision will be provided on the grievance form and return the grievance form to the employee and notify the Union of the decision within fifteen (15) business days of receipt of the appeal.
6. An employee may bypass any step in the grievance procedure below the level at which the grievance arose (e.g., where the grievance arises as a result of action taken by the Division Chief, an employee may bypass Step One, and proceed directly to Step Two, Fire Chief, but under the time limits specified at Step One.)
7. Any grievance not resolved in the grievance procedure, after being fully processed may be referred to final and binding arbitration in the manner provided herein.

35.5 Requests for Arbitration.

1. If a grievance has not been satisfactorily resolved under 35.4, the Union may submit a written request for arbitration within ten (10) business days of the response in 35.4.3. The written request for arbitration will set forth the issue(s) in dispute, the specific provisions(s) of the Agreement allegedly violated, and the remedy desired. The County will present its response in writing, stating the County's position in the matter within ten (10) business days of receipt of the written request for arbitration.
2. If the County and Union fail to agree upon and select an impartial umpire within five (5) business days after the issue(s) for arbitration is (are) formed, either party may request, concurrently notifying the other party in writing, formal arbitration and ask the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Either party may reject one entire

panel before striking a member of a panel. A toss of a coin will determine which party will strike first from any panel not rejected in its entirety. The final remaining member of the panel shall be the arbitrator. The arbitrator will be notified of his selection by the aggrieved party requesting he set the time and place, subject to the availability of the Fire Department and Union representatives. All arbitration hearings will be in Ocala, Florida.

3. The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Nor may an arbitrator resolve ambiguities adversely to the County, or infer obligations binding on either party. The only binding obligations on either party are those set forth in the Four Corners of this Agreement. He shall only consider and make a decision with respect to the specific issue(s) submitted and shall have no authority to make a decision on any other issue(s) not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator cannot make a decision contrary to, or inconsistent with, federal or Florida laws. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision is final and binding; except that either party may seek judicial relief if it believes the arbitrator exceeded the authority granted him under this Agreement. The decision will be based solely upon his interpretation of the meaning and application of the express terms of the agreement to the facts of the grievance presented.
 4. The fees and expenses of the arbitrator will be paid by the losing party. The cost of the written transcript, if requested by both parties, will be shared by both parties. If requested by one party, that party shall pay for the transcript. Each party is responsible for compensating its own representatives and witnesses. In the event the union does not request arbitration, but the employee grievant does so request, the employee must deposit sufficient monies to cover the arbitrator's fees and expenses into the Registry of the Marion County Clerk's office before any arbitration may occur over such a grievance.
- 35.6 Time Limits for Filing. No grievance will be entertained or processed unless it is submitted within the time frame as stated above and the form is filled out correctly. If a grievance is not appealed to the next step within the specific time limit set forth above, it is considered settled on the basis of the Department's last answer. If a member of management does not answer a grievance or appeal thereof within the specified time limits, the employee and the Union may treat the grievance as denied at that step and appeal the grievance to the next step.
- 35.7 The Grievance and arbitration procedures remain in effect should the contract expire, so long as the parties are negotiating.
- 35.8 Any dispute as to whether rules and regulations conflict with this Agreement shall be subject to the grievance procedure of this Agreement, provided a grievance is filed within ten (10) business days of the posting of said rule. If no such grievance is filed, or the grievance is settled or denied by an arbitrator, the issue as to whether

the rule or regulation is in conflict with the Agreement is foreclosed in any subsequent case involving the same rule.

Hand delivered to: _____ Date: _____

Print Name

By grievant: _____ Date: _____

Signature

Received by: _____ Date: _____

**Marion County Union Employee Grievance Form
Supervisory Unit**

STEP 1

Written Statement to Division Chief:

Employee Name: _____ Date: _____

Subject or specific provision/article of Agreement allegedly violated and remedy desired:

Employee Signature: _____ Date: _____

Reply from Division Chief:

Division Chief Signature: _____ Date: _____

STEP TWO

Written Petition to Deputy Chief:

To _____, Deputy Chief:

I hereby submit a formal grievance in accordance with the provisions of Article 35 of the current collective bargaining agreement. I discussed this grievance with Division Chief _____ on _____ and am not satisfied with the response for the following reasons:

Employee Signature: _____ Date: _____

If this grievance applies to a number of employees, all must sign below:

_____	_____
_____	_____
_____	_____
_____	_____

Deputy Chief Decision/Comments:

This grievance was received by the undersigned on _____. Having met with the employee on _____, I have made the following determination:

Deputy Chief Signature: _____ Date: _____

STEP THREE

Written Petition to Fire Chief:

To _____, Fire Chief:

I hereby submit a formal grievance in accordance with the provisions of Article 35 of the current collective bargaining agreement. I discussed this grievance with Deputy Chief _____ on _____ and am not satisfied with the response for the following reasons:

Employee Signature: _____ Date: _____

If this grievance applies to a number of employees, all must sign below:

_____	_____
_____	_____
_____	_____
_____	_____

Fire Chief Decision/Comments:

This grievance was received by the undersigned on _____. Having met with the employee on _____, I have made the following determination:

Fire Chief Signature: _____ Date: _____

Step FOUR:

Written Appeal to the County Administrator:

Employee Name: _____ Date: _____

In accordance with the grievance provisions of Article 35.4.3., I am submitting a written appeal. I have discussed this with the Fire Chief on _____, and am not satisfied with the response for the following reasons:

Employee Signature: _____ Date: _____

County Administrator Decision/Comments:

This grievance was received by the undersigned on _____. I have made the following determination:

County Administrator Signature: _____ Date: _____

ARTICLE 36
OUTSIDE EMPLOYMENT

- 36.1 Employees covered by this Agreement who are engaged in outside employment, also known as moon-lighting, are subject to the restrictions of this Article.
- 36.2 An employee who desires to engage in outside employment must submit before commencement of such outside employment a written request to the Fire Chief. Such a request shall contain the name and address of the outside employer, the job duties to be performed, and the approximate hours to be worked each day and each week. Any changes to the conditions under which outside employment was approved must also be submitted to the Fire Chief for re-approval.
- 36.3 Outside employment shall not cause an employee to be late for work, to leave work early, to cause any reduction in the employee's efficiency when on duty with the County, or to prevent the employee's availability to work in an emergency as declared by a County official. In the event any outside employment adversely affects an employee's performance for the County, as determined by the Fire Chief, such outside employment may be grounds for discipline, including discharge from County employment and/or revocation of approval for outside employment.
- 36.4 Outside employment shall neither present a conflict of interest nor interfere with an employee's duties as determined in the sole discretion of the Fire Chief.
- 36.5 Outside employment shall not occur during assigned County working hours. An unpaid leave of absence may not be granted to enable an employee to apply for or accept outside employment, employment elsewhere, or self-employment.
- 38.6 All employees must submit to an annual survey of outside employment accurately reflecting current outside employment.

ARTICLE 37
PERSONNEL FILES

- 37.1 In order to give an employee notice and opportunity to be informed and for possible refutation, the Fire Chief or designee shall provide the employee with a copy of any derogatory material or letters of commendation which are placed in the employee's personnel file.
- 37.2 The County agrees that an employee shall have the right to include in the County's personnel file contained in the Marion County Human Resources Department a written and signed refutation, including signed witness statements, if any, of any material the employee considers derogatory.
- 37.3 When personnel records are examined or released outside the control of the County or its agents, written notification will be sent to the employee via inter-office memo advising him of the examination, the date that the information was released and name, if given. Information will be released in accordance with Florida Statutes 119.07. (l)1.

ARTICLE 38
UNION BUSINESS

- 38.1 Two employees designated by the Union president will be granted time off with pay for the purpose of handling grievances filed under this Agreement, negotiating successive agreements, and attending County Commission Sunshine meetings on this Agreement, not to exceed a combined total of one hundred (100) hours per year with additional hours authorized by Fire Chief. Either designated employee may also use his accrued vacation leave for the same purposes upon request when granted by the Fire Chief or designee, as per Article 19. These hours are for specific use of the Supervisory Unit covered by this agreement.
- 38.2 The Union President or designee shall be responsible for notifying the Fire Chief or designee in writing no later than forty-eight (48) hours before any such time off is desired.
- 38.3 Union business, including making photocopies, phone calls, or business meetings will not be conducted during working hours.
- 38.4 Each employee covered by this agreement shall donate three (3) hours of annual leave to the union time pool on October 1st of each year of the agreement to be included in the amount in 38.1

ARTICLE 39
BULLETIN BOARDS

- 39.1 The Union shall have a bulletin board in all stations with career firefighters, along with one board at the Headquarters Building. For purposes of this article, the board already installed under the non-supervisory unit of Local 3169 shall meet the requirement.
- 39.2 The board shall be 3' x 4' and will be provided at Union expense.
- 39.3 All official Union business will be initiated by the Union president or vice president, and a copy will be sent to the Fire Chief seventy-two (72) hours prior to posting.
- 39.4 The Board shall be limited to Union notices and bargaining unit members' use.
- 39.5 Each party to this Agreement holds the other harmless from all liability, expenses, and attorney fees which may arise as a result of any posting made by the other party on the bulletin boards.

ARTICLE 40
DUES CHECK OFF

- 40.1 An employee may authorize a payroll deduction for the purpose of paying membership dues. Each employee shall show evidence of his intent to do so by signing an individual authorization card and forwarding a payroll deduction form to payroll.
- 40.2 The Union will initially notify the County as to the amount of such membership dues. Such notification will be to the County Administrator over the signature of a representative of the Union's executive board. Any changes in Union membership dues will be similarly certified to the County Administrator and shall be done thirty (30) days in advance of the effective date of such change.
- 40.3 Dues shall be deducted bi-weekly. The dues shall be remitted as soon as possible to the Union, Local 3169, to a prescribed location, each bi-weekly pay period.
- 40.4 Any overcharge or deduction error caused by incorrect information being provided to the County by the Union shall be corrected between the Union and the employee.
- 40.5 The Union shall hold the County harmless for all claims made against the County on account of deductions made pursuant to this Article.

ARTICLE 41
USE OF THE COUNTY VEHICLES AND PROPERTY

- 41.1 The use of County-owned vehicles, equipment, and property for private or personal business is strictly prohibited.
- 41.2 Employees covered by this Agreement shall operate County vehicles and equipment within the limits of the law and shall follow all safety regulations. Operators may be held responsible for fines and for damages when found at fault for other than an equipment violation by a civil or criminal court having competent jurisdiction.
- 41.3 Use of county telephones:
Telecommunications:
1. County telephones, cellular phones, and related equipment are to be primarily used for the performance of County business. Employees covered by this agreement are responsible for the proper care, security and usage of telephones, and related equipment assigned to their areas.
 2. The printed record of a telephone call, generated and distributed from a communications provider, is public record, and as such is subject to the standards applied to public records, as other County documents.
 3. Employees who lose their assigned cellular phone or pager and it is determined to be lost due to an act of willful and deliberate negligence will reimburse the County for the replacement cost of the cellular phone or pager.
 4. Unauthorized use of camera/photo cellular phones or other electronic devices to create or transmit images of County employees, work areas or County documents is prohibited. Camera/photo phones are strictly prohibited in restricted access areas and areas where privacy would be expected (e.g., locker rooms, rest rooms, showers)
- Internet Use:
1. Employees shall be approved for access to the Internet.
 2. In all cases, the access to the Internet shall be limited to County-related work and no site can be utilized for the personal benefit of any employee.
 3. Use of personal laptop is allowed as long as county equipment is not disabled and offensive and inappropriate sites are not in view of others.
- 41.4 Employees are encouraged to respect the confidentiality of each employee's work station or county provided equipment, vehicles or supplies. However, employees do not have an expectation of privacy concerning the use of such county equipment. This means that the County reserves the right to search or inspect, without cause or notice, all county equipment, supplies, lockers or vehicles as may be necessary.

- 41.5 For health and safety reasons, the County prohibits tobacco use by employees or citizens in all County facilities, offices and vehicles.
- 41.6 Negligence or violation of this Article may result in disciplinary action in accordance with Article 32, Discipline.

ARTICLE 42 SEPARATIONS

- 42.1 To resign in good standing, an employee must give written notice to the Fire Chief or designee no less than fourteen (14) calendar days before the effective date of resignation. Employees who terminate in good standings and have been continuously employed by the County for twelve (12) or more months shall be paid for unused annual leave at their regular rate in accordance with Article 19.5 – Annual Leave.
- 42.2 All clothing items, protective gear, keys, equipment, and any other items provided to employees are the property of the County. Upon separation, all items, which have not been reported damaged or lost to the Department in accordance with the Standard Operating Guidelines, shall be returned following the employee's last day of work, and before the final paycheck is issued. The cost of items not returned will be deducted from the employee's final paycheck.
- 42.3 Following ratification of this agreement, an itemized list of all county provided equipment will be provided to each employee, stating what that employee has been issued. It is the responsibility of the Department to provide an accurate and updated list each year. It is the responsibility of the employee to notify the Department of any lost and/or damaged equipment. The itemized list will be provided to the employee upon request.
- 42.4 The official separation date shall be the last day of active employment and shall not be extended, except in circumstances approved by the Fire Chief or designee, due to use of accrued sick or annual leave. Any employee who requests paid sick leave in their final 14 days of employment must provide a physician's notice within 96 hours following the absence. If absence is less than 96 hours from separation, a notice shall be submitted by 12 pm on the pay period end date prior to final check issuance in order to receive payment. Requests for paid annual leave, unless previously scheduled and approved before day tendering resignation, will be denied.
- 42.5 Separating employees who have received tuition reimbursement in accordance with Article 16.6.2 and 16.7.2b Educational Benefits must comply with the limitations contained therein.

ARTICLE 43
NOTICES

- 43.1 Upon execution of this Agreement, the Union agrees to furnish the County with an up-to-date list of all its officers, agents and representatives, their titles, business addresses and telephone numbers, and to immediately notify the County Administration and Human Resources Director of any changes thereto.
- 43.2 All employees covered by this Agreement shall notify the Training Division immediately in writing of any change in the following:
1. employee name, address, or telephone number; or
 2. marital status; or
 3. exemption claims for withholding tax; or
 4. name of immediate family and next of kin; or
 5. Driver's license number and class; or
 6. EMS certification status; or
 7. conviction of, entering a plea of no contest, having prosecution deferred, adjudication withheld for any crime except minor traffic violations or having any criminal charge pending; or
 8. other information as required by Board policy rules and regulations.
- 43.3 The County shall be deemed to have furnished adequately to the Union any notices to it required by this Agreement, if served by mail upon the president of the Union designated pursuant to Notices 43.1.

ARTICLE 44
AGREEMENT DISTRIBUTION

44.1 The County shall maintain a copy of the current ratified contract on the Marion County Fire Rescue Website.

ARTICLE 45
AMENDMENTS TO AGREEMENT

45.1 This Agreement may be amended only by the mutual, written consent of the County and the Union. Such amendments shall be numbered, dated, and signed by authorized representatives of the County and the Union, and shall constitute a legal and binding part of this Agreement.

ARTICLE 46
MILITARY LEAVE

- 46.1 The County recognizes the sacrifices and contributions that military veterans have made throughout history in the service of our nation and our state. Employees who are members of the United States Armed Forces, Armed Forces Reserve, including the Florida National Guard, shall be entitled to administrative leave with or without pay during periods of military training or active duty. Such leave with or without pay shall adhere to the Federal Statutes, the Florida Administrative Code and Florida Statutes (F.S. Title X, Chapter 115). Consult Human Resources for further information.

ARTICLE 47
GENERAL EMPLOYMENT

- 47.1 Marion County encourages the recruitment of applicants by current employees. However, to prevent potential conflicts of interest, family members of employees shall not be employed in the following circumstances:
1. Family members shall not directly supervise another family member.
- 47.2 For the purposes of this paragraph, a family member is identified as an employee's immediate family that includes the employee's spouse, child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home.

ARTICLE 48
EMPLOYEE ASSISTANCE PROGRAM

- 48.1 The County recognizes that employees may sometimes need support and treatment for psychological or emotional problems. Where feasible, the County will work in cooperation with area physicians and treatment programs to ensure that employees requesting treatment for psychological and emotional problems are given prompt attention.
- 48.2 The Employee Health Clinic currently refers employees to our contract providers. The Employee Health Clinic will inform the employee of those providers when care is requested or needed. An employee voluntarily coming to the clinic may be referred to one of these treatment facilities or the employee may opt to see their private therapist. Any work restrictions resulting from the treatment must be received in writing and turned into the Employee Health Clinic.

Voluntary EAP

1. The Employee Health Clinic will determine which type of EAP is being required, volunteer or mandatory. Additionally, the clinic will evaluate the employee to determine the reason for the referral: psychological, emotional or substance abuse problems. An employee coming to the clinic requesting assistance for alcohol or substance abuse will be placed under voluntary EAP, provided the county has no prior knowledge of the employee violating the County's substance abuse policy. Should the county have prior knowledge of an employee's violation of the County's substance abuse policy, then the employee shall face administrative action against them, up to and including, termination of their employment.
2. If an employee expresses the possibility of suicidal or homicidal thoughts, the Marion County Sheriff's Department or the Ocala Police Department will be asked to send an officer to the clinic to interview the employee. The purpose of the interview is to determine if the employee meets law enforcement's criteria to exercise their authority under the Baker Act.
3. Employees requesting voluntary referral to EAP counseling for a personal issue not related to substance abuse may have an appointment made to the treating facility by a member of the clinic staff. No further follow up will be necessary unless the employee desires the clinic staff to monitor their progress or there is a change in their duty status from the treating therapist.
4. Employees that participate in a voluntary EAP program are responsible for all medical and other associated costs of treatment.

Mandatory EAP

1. Department Directors may request that an employee be mandated to an EAP program. The referral will be directed to Human Resources for approval by the Human Resources Director or his or her designee. Mandated EAP referrals may be approved when there is documentation of decreased work production, increased sick leave use or when an employee's behavior, actions or words create a concern for the employee's health or for the safe operation of the workforce.
2. Mandatory application of the EAP program shall be conducted as follows:
 - a. A department director provides the Human Resources Director or the Employee Health Clinic the needed documentation to support the referral to a mandated EAP program.
 - b. The Human Resources Director will confer with the Employee Health Clinic regarding the employee's referral for mandated employee assistance and the reasons for the referral.
 - c. If the decision is made to mandate the employee to the EAP program, the employee will be informed of the reasons for the referral and directed to the clinic by their supervisor or the Human Resources Director.
 - d. A clinic nurse will evaluate the employee to ensure he is not an immediate threat to themselves or others. If the employee is not a threat to self or others, the nurse will evaluate the condition of the employee and determine the urgency of the referral.
 - e. Employees will be required to sign a release of information form that will allow the clinic staff to receive progress reports and duty status documentation from the treating facility. This form acknowledges the employee understands that the clinic staff will report any noncompliance issues to the Human Resources Director and/or the Department Director.
 - f. Employees who refuse to sign the release of information form will be deemed the same as a refusal to participate in the EAP program. Employees who refuse to be mandated into an EAP program or employees who fail to attend all therapy sessions or comply with the medical instructions of the attending therapist shall be subject to administrative action against them, up to and including, termination of employment.
 - g. A member of the clinic staff will call for an appointment with the treating facility and inform the employee of the date, time, location and therapist to be seen, pending availability of funds.

- h. The employee will sign a check list certifying receipt of the mandated EAP procedure, a completion of release of information form, and a signed agreement for disclosure of noncompliance issues to the Human Resources Director and/or the Department Director.
- i. The employee will be instructed that all medical notes and work duty status notes are to be brought to the clinic as soon as feasible.

Voluntary EAP Substance Abuse Procedures:

1. Employees voluntarily requesting referral for substance abuse problems are required to sign a Release of Medical Information and consent form authorizing abuse substance screening by unannounced urine and/or breath alcohol test for the time period of (2) two years from date of referral. The follow-up testing time frame is done according to the recommendations of the Substance Abuse Counselor. This time frame is under the Omnibus Transportation Employee Testing Act (OTETA) for follow-up testing.
2. Employees that need a Commercial Driver's License to perform the duties of their job must have a signed release from their Substance Abuse Counselor stating they are cleared to drive. The employee will be placed on a no-work status until the clinic receives a work duty status from the Substance Abuse Counselor. A Work Duty Status form clearing the employee to resume his or her driving duties will be provided to the employee for their immediate supervisor's attention.
3. Employees that perform driving or hazardous duties as part of the essential functions of their jobs are required to provide the clinic a duty status report from their counselor before they are able to perform those job duties. The clinic personnel will provide the employee with a copy of the Work Duty Status Form for their supervisor's attention.
4. Any employee volunteering for treatment of a substance abuse problem must complete their therapy regime or be subject to administrative action against them, up to and including termination of their employment.
5. Any employee volunteering for treatment of a substance abuse problem must sign an agreement stating the employee agrees to complete the full course of therapy regime and an acknowledgment the clinic will inform the Human Resources Director in the event of a positive substance abuse screening test and/or failure to complete his or her therapy regime. Failure to sign this form will be considered a refusal for treatment. A refusal for treatment shall subject the employee to administrative action against them, up to and including termination of their employment.
6. Any employee volunteering for treatment of a substance abuse problem shall be subject to administrative action against them, up to and including termination of their employment, if any of their unannounced substance abuse screening tests are positive.
7. The Employee Health Clinic nursing staff will make the initial appointment with the treatment facility and provide the appointment date, time and location to the employee.

8. The Voluntary Referral for Substance Abuse check-off list will be signed by the nurse and the employee and placed in an EAP folder along with the Release of Information form, permission slip for unannounced substance abuse screening and the agreement for completion of therapy and/or subsequent employer notification.
9. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program will not be allowed to continue to work in any special-risk or mandatory testing position of the county but, may be assigned to a position other than the mandatory testing position or placed on leave while the employee is participating in the program. However, the employee will be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

ARTICLE 49
INVESTIGATIONS

- 49.1 The County Administrator may investigate, or cause to be investigated, a violation of any Board or County policy and this contract or any other case or instance that may disrupt the effective or efficient management of the County or any case or instance that may impinge or damage the County's reputation. Investigations concerning severe violations shall be conducted by the Human Resources Director or his or her designee, unless otherwise directed by the County Administrator. Employees may be placed on administrative leave with pay (pending an investigation) by the County Administrator or designee when such action is in the best interests of the County.
- 49.2 Employees who are questioned during an authorized investigation must truthfully participate.
- 49.3 All investigation shall adhere to FS Chapter 112, Firefighter Bill of Rights.

**ARTICLE 50
LONG TERM DISABILITY**

50.1 Marion County provides all full-time, regular employees long term disability insurance. This insurance is for employees who, due to a personal injury or illness, become unable to perform the essential functions of their job and the disability is expected to last more than four months. The following information is for general understanding about this benefit only. Risk Management policies shall govern should there be any conflicts between this information and Risk Management policies.

General Administration:

1. Full-time regular employees must actively work at least 30 hours each week. Part-time, temporary or seasonal employees are not eligible for long term disability insurance.
2. Full-time regular employees are covered by a group long term disability policy that pays 66 2/3 percent of their annualized classification rate excluding overtime after a 120 calendar day waiting period. The long term disability provider will require medical documentation for review and approval of benefits.
3. If eligible, the policy becomes effective on the first day of the calendar month following thirty (30) consecutive days of employment as an employee.

50.2 Procedures for Requesting Benefits:

1. Once an employee becomes disabled as defined by Risk Management procedures the employee should report to Risk Management who will assist in the application for long term disability.
2. Long term disability benefits, if approved, will not begin until the employee has completed the 120 calendar day waiting period. During the waiting period, the employee may use a combination of annual and sick leave. Employees may be eligible for administrative leave without pay, providing they have exhausted all annual and sick leave hours. Risk Management shall notify the Union within five (5) days that an application has been requested.
3. Once an employee is out of work for a medical condition that qualifies for FMLA, they will automatically be enrolled in family medical leave coverage if they qualify.

50.3 Employee Status and Benefits During Leave:

1. An employee must be out from work for 120 calendar days before the policy can make payments to the disabled employee.
2. The County's Life Insurance company offers a waiver of premium benefits for disabled employees. The disabled employee may apply for a premium waiver on their basic and supplemental life insurance through the Life Insurance Company administered by Risk Management.

3. After the employee is placed in an unpaid status, and the family medical leave coverage expires, the employee will be responsible for all insurance premiums.
 4. Annual leave accruals and sick leave accruals will continue while the employee is in an active pay status. When the employee is placed in an unpaid status, the employee will not earn annual or sick leave hours.
 5. When long term disability has been approved by the insurance company, the employee will be administratively terminated from the County.
 6. Upon termination from the County, the employee will be sent a COBRA notice offering continuation of the health insurance. The County will pay for the individual employee premium for a maximum of 24 months. The employee will be required to pay for the family premium, if applicable.
- 50.4 Consult the Risk Manager for further guidelines for the implementation and interpretation of the long term disability program.

**ARTICLE 51
UNION PRIDE**

- 51.1 Each member of the bargaining unit shall be allowed to display one two inch (2") round union sticker on the rear bill of their firefighting helmet.
- 51.2 These stickers shall be provided by Local 3169, and shall obtain management approval before application.

ARTICLE 52
ENTIRE AGREEMENT

- 52.1 This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term.
- 52.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 52.3 This Article does not remove the responsibility of the County to negotiate the impact or effects of any County decision which vitally affects terms and conditions of employment for employees covered by this Agreement.

ARTICLE 53
PAST PRACTICES

53.1 Past Practices are those terms or conditions of employment which are:

1. unequivocal; and
2. known and accepted by the Fire Chief, the Union and employees; and
3. in existence substantially unvaried for a substantial period of time; and
4. reasonable expected by employees to continue

53.2 The County will not alter past practices in an arbitrary or capricious manner

**ARTICLE 54
DURATION OF AGREEMENT**

- 54.1 This Agreement shall be effective upon ratification of the members and approval by the Board of County Commissioners and shall remain in full force and effective until September 30, 2018.
- 54.2 Articles of this Agreement shall not be automatically opened. An Article may only be opened with the expressed, written agreement of both parties.
- 54.3 The provisions of this Agreement will remain in effect during subsequent negotiations if those negotiations extend beyond the term of this Agreement.

**PROFESSIONAL FIREFIGHTERS
OF MARION COUNTY, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 3169**

**MARION COUNTY BOARD OF
COUNTY COMMISSIONERS**

Jay Boardman
President

Mounir Bouyounes
County Administrator

Capt. Daniel Kauffman
Vice President