

**PROFESSIONAL FIRE FIGHTERS
OF LAKE COUNTY, IAFF, LOCAL 3990**

AND

LAKE COUNTY

COLLECTIVE BARGAINING AGREEMENT

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ARTICLE 1

PREAMBLE

This Agreement is entered into by and between LAKE COUNTY, hereafter referred to as the "County" and the PROFESSIONAL FIRE FIGHTERS OF LAKE COUNTY, IAFF, LOCAL 3990, hereafter referred to as the (Union).

1 **ARTICLE 2**

2 **RECOGNITION**

3 1. The County recognizes the Union as the exclusive bargaining agent for all employees
4 in the job classifications included in PERC Certification No. 1207. Currently included in the
5 bargaining unit are all regular, full-time employees in the classifications of: Fire Lieutenant, Fire
6 Fighter, and Fire Fighter/Mechanic. Employees in these classifications shall be covered by the terms
7 of this Agreement unless excluded by mutual agreement of the parties, or excluded from the
8 bargaining unit by PERC. All other County employees are excluded from the bargaining unit and
9 shall not be covered by the terms of this Agreement.

10 2. The Union recognizes that the County Manager and his designees are the collective
11 bargaining representatives for the County. The Union further recognizes its obligation to bargain
12 solely and exclusively with the County Manager and/or his designees, and to refrain from any direct
13 negotiations with the legislative body of the County (County Commission) or any of its members
14 regarding work-related issues.

1 **ARTICLE 3**

2 **EQUAL EMPLOYMENT OPPORTUNITY/HARASSMENT**

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

5 All references in this Agreement to employees of the male or female gender are used for
6 convenience only and shall be construed to include both male and female.

1 **ARTICLE 4**

2 **DUES DEDUCTIONS**

3 1. Any member of the Union, who has submitted a properly executed dues deduction
4 card or statement to the County in accordance with a format prescribed or approved by the County,
5 may, by request in writing, have his membership dues, initiation fees, and uniform assessments in
6 the Union deducted from his wages each pay check. Dues, assessments, and initiation fees so
7 deducted from each employee's salary shall be forwarded by the County to the Union within thirty
8 (30) calendar days of the deduction. However, the County shall have no responsibility for any
9 liability for any monies once sent to the Union, nor shall the County have any responsibility or any
10 liability for the improper deduction of dues. The Union shall indemnify the County and hold it
11 harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of
12 any action taken or not taken by the County to comply or attempt to comply with the provisions of
13 this Article.

14 2. It shall be the responsibility of the Union to notify the County of any change in the
15 amount of dues to be deducted at least thirty (30) days in advance of said change. Under no
16 circumstances shall the County be required to deduct Union fines, penalties, political action
17 payments, or special assessments of any kind.

18 3. Any member of the Union may, on thirty (30) days written notice to the County,
19 require that the County cease making deductions from his or her wages. The County will forward a
20 copy of the written notice to the Union concurrently with ceasing the member's dues deductions.

- 1 G. Change or modify the number, and types, and grades of positions or employees
2 assigned to an organization, unit, division, department, or project;
- 3 H. Decide the scope of the service;
- 4 I. Hire, examine, classify and/or otherwise determine the criteria and standards of
5 selection for initial employment;
- 6 J. Determine the number and types of positions as well as the number and types of
7 positions in each classification, grade, step or designation in any plan which is or
8 may be developed by the County;
- 9 K. Lay off and/or relieve employees from duty due to lack of work or lack of funding or
10 any other reason in accordance with County policies and this Agreement;
- 11 L. Recall employees in accordance with County policies and this Agreement;
- 12 M. Determine the allocation and content of job classifications; and determine all training
13 parameters for all County positions, including persons to be trained and the nature,
14 extent and frequency of training;
- 15 N. Formulate and/or amend job descriptions consistent with this Agreement;
- 16 O. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily
17 or permanently, in whole or in part, whenever the sole discretion of the County's
18 good business judgment makes such curtailment or discontinuance advisable;
- 19 P. Contract and/or subcontract any existing or future work;
- 20 Q. Create, expand, reduce, alter, combine, assign, or cease any job;

- 1 R. Determine whether and to what extent the work required in its operation shall be
2 performed by employees covered under this Agreement;
- 3 S. Control the use of equipment and property of the County and determine the number
4 and classifications of employees assigned to any shift, station or piece of equipment;
- 5 T. Determine the maintenance procedures, materials, facilities, and equipment to be
6 used, and introduce new or improved services, maintenance procedures, materials,
7 facilities and equipment;
- 8 U. Take whatever action may be necessary to carry out the mission and responsibility of
9 the County in emergency situations;
- 10 V. Maintain the efficiency of the operations of the Department;
- 11 W. Exercise all management rights and prerogatives as determined by the Public
12 Employees Relations Commission, and the state and federal courts of competent
13 jurisdiction.

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

16 3. Should the Union desire to assert the right, if any, to engage in impact bargaining
17 over the County's exercise of a management right, the Union will provide the County with written
18 notice of its desire, prior to the effective date of the County's action, and shall identify with
19 specificity any and all negotiable impacts. A request to impact bargain will not delay the
20 implementation of the County's action; however, the implementation of the County's action shall not
21 act as a bar to negotiations or impasse resolution.

1 **ARTICLE 6**

2 **UNION BUSINESS**

3
4 1. It is the County's position that bargaining unit employees, Union Officers, and Union
5 representatives shall be paid by the County only when they perform assigned fire and rescue duties
6 and/or work directed by the County. To the extent that these employees wish to perform Union
7 duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their
8 normal work schedules, they may utilize annual leave, shift exchange or Union Time Pool Leave;
9 provided, however, that they comply with the rules otherwise applicable to such leave and shift
10 exchanges. Notwithstanding the foregoing, a grievant (other than the Union) may attend the
11 grievance set forth in Steps one through five of Article 11 of this Agreement without having to
12 utilize annual leave or shift exchange if the County schedules the meetings during the grievant's
13 regular working hours. The County will attempt to schedule the grievance meetings set forth in
14 Steps one through five of Article 11 of this Agreement during the grievant's regular working hours.

15 2. Union and County agree to the creation of a Leave Pool for Union Business,
16 hereinafter referred to as the Leave Pool. Employees covered by this Agreement may contribute
17 accrued Annual Leave into an account (i.e., the Leave Pool) to be used by Union's Officers
18 (defined as the Union's President, Vice President, Treasurer, Secretary or Executive Board and a
19 maximum of six (6) shop stewards) when engaged in Union business.

20 3. Annual Leave may be donated to the Leave Pool only during the first two (2) full bi-
21 weekly payroll periods occurring after October 1st of each fiscal year (October 1 to September 30).

1 For the first year of this Agreement, annual leave may be donated to the Leave Pool only during the
2 first two (2) full bi-weekly payroll periods occurring after ratification. Bargaining unit employees
3 may donate, using a County-supplied Leave Pool Donation Form, up to eight (8) hours of annual
4 leave to the Leave Pool each fiscal year. Donations must be in increments of one (1) hour.
5 Donations shall be accepted up to the point where the Leave Pool contains one thousand (1,000)
6 hours of leave (including any rollover amounts). Thereafter, no further annual leave donations shall
7 be accepted for the remainder of the fiscal year. Once Annual Leave has been donated, the leave
8 donor relinquishes all rights to such leave.

9 4. The Annual Leave hours donated to the Leave Pool shall be converted into a dollar
10 amount by multiplying the leave donor's hourly rate of pay times the hours being donated. The
11 Leave Pool shall be charged by multiplying the hours being requested times the leave user's hourly
12 rate of pay, and deducting that amount from the Leave Pool balance. Dollar amounts shall be
13 rounded to the nearest whole cent. Any amount left in the Leave Pool at the end of the year shall
14 remain in the Pool and be available for use the following year (Rollover Amount).

15 5. The Leave Pool may be used by two (2) Union Officers (President, Vice President,
16 Secretary, Treasurer or shop stewards) or Executive Board members per 24-hour day for Union
17 business. The County will recognize no more than seven (7) members of the Executive Board.
18 Withdrawals must be in increments of one (1) hour. Union business for purposes of the Leave Pool
19 shall include the handling of grievances, appearing at hearings, and attending negotiations, but shall
20 not include activities unrelated to the negotiation, administration or enforcement of this Agreement,
21 such as attending Union conventions. Requests to use the Leave Pool shall be submitted in writing,

1 using a County-supplied Request for Withdrawal Form, to the Public Safety Director, and shall
2 include a clear explanation of the purpose for which use is requested. Requests to use the Leave
3 Pool shall be submitted no less than ten (10) calendar days prior to the intended use. However, the
4 Public Safety Director, in his/her sole discretion, may waive the requirement for prior submittal.

5 6. Employees will not accrue leave while on Leave Pool time. Any injury received or
6 accident incurred by a Union Officer whose time is being paid for by the Leave Pool shall not be
7 considered to be an in the line of duty injury, nor shall such injury or accident be considered to have
8 been incurred in the course and scope of employment by the County within the meaning of Chapter
9 440, Florida Statutes, as amended.

10 7. The Union agrees to provide a written list of Officers to the County who are entitled
11 to withdraw leave from the Leave Pool which shall be signed by the Union President. The County
12 shall be entitled to rely on such list as it may be amended from time to time by the Union. The
13 Union agrees to indemnify and hold harmless the County, its agents, employees and officials from
14 and against any claims, demands, damages or causes of action (excluding claims based on clerical or
15 accounting errors caused by County negligence), or any nature whatsoever, asserted by any person,
16 firm or entity, based on or relating to any payroll deduction required or undertaken under this article,
17 and agrees to defend at its sole expense any such claims against the County or its agents, employees
18 or officials. The term officials as used herein include elected or appointed officials.

19

1 **ARTICLE 7**

2 **SEVERABILITY**

3 If any provision of this Agreement is rendered or declared invalid by any court action or by
4 reason of any existing or subsequently enacted legislation, the remaining provisions of this
5 Agreement shall remain in full force and effect for the term of this Agreement. In the event any
6 provision of this Agreement is lawfully declared invalid, the County and the Union shall meet as
7 soon as practicable to negotiate a replacement provision.

1 **ARTICLE 8**

2 **RULES AND REGULATIONS**

3 1. Except as modified by a specific provision of this Agreement, the Union agrees that
4 the employees covered hereunder shall comply with all rules, regulations, policies, procedures and
5 practices of the County, the Fire Rescue Division, and the Public Safety Department, the Lake
6 County Policies and Practices Employee Manual dated September 7, 1999, and any amendments
7 thereto.

8 2. Should the County and/or the Division/Department exercise its right to formulate,
9 amend, revise, and/or implement any and all rules, regulations, policies, procedures, and practices,
10 the County or Division/Department shall provide a courtesy copy of any new (or amended) rule,
11 regulation, policy, procedure, or practice to the Union at least thirty (30) calendar days prior to the
12 implementation. Simultaneous with providing a courtesy copy to the Union, the County or the
13 Division/Department shall post at each fire station the new (or amended) rule, regulation, policy,
14 procedure, or practice. "Posting" may be accomplished through electronic mail, telecommunication,
15 or bulletin board posting. The Union shall have the right, in accordance with applicable law, to
16 bargain over the negotiable impacts of any amended, revised, or newly implemented rule, regulation,
17 policy, procedure or practice.

18 3. In the event the County or the Division/Department exercises its right to issue a new
19 (or amended) rule, regulation, policy, procedure, or practice, no bargaining unit employee shall be
20 disciplined for violation of any such new or amended rule, regulation, policy, procedure, or

1 operating bulletin until the County and/or the Division/Department has informed the Union of its
2 posting of such new or amended rule, regulation, policy, procedure, or practice in accordance with
3 the above procedure. For the purpose of this Article, hand delivery or mailing to the Union
4 President, Vice President, Secretary/Treasurer or Business Agent shall be deemed service upon the
5 Union. Mailing shall be effective upon deposit in the United States mail by the County.

1 **ARTICLE 9**

2 **DISCIPLINE**

3 1. The County Manager, or his designee, may fire, suspend, demote, or otherwise
4 discipline any bargaining unit employee with cause in accordance with and utilizing the procedures
5 set forth in the County's Policies and Practices Employee Manual dated September 7, 1999.

6 2. The grievance and appeal procedures set forth in the County's Policies and Practices
7 Employee Manual shall be the exclusive avenue for the grievance and/or appeal of any firing,
8 suspension, demotion, or other discipline of any bargaining unit employee. Such matters shall not
9 be subject to the grievance and/or arbitration provisions of this Agreement.

10 3. All new hires shall serve a probationary period of at least one year. This probationary
11 period may be extended at the discretion of the Public Safety Director. Additionally, non-
12 probationary employees may be placed on probation for either disciplinary or performance-related
13 reasons. Initial new hire probationary employees may be separated from employment at any time,
14 with or without cause, and with or without notice. Initial new hire probationary employees may not
15 avail themselves of the grievance and/or arbitration provisions of this Agreement.

1 **ARTICLE 10**

2 **WORK STOPPAGES**

3 1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations,
4 sick-outs, picketing of the residence of public officials, or other job actions or refusal to perform
5 assigned work authorized by this Agreement by the employees covered under this Agreement.

6 2. The parties agree that any employee who participates in or promotes any of the
7 aforementioned activities may be discharged or otherwise disciplined by the County

8 3. The Union recognizes that the County and the employees covered hereunder are
9 responsible for and engaged in activities which are the basis of the health and welfare of the
10 County's citizens and that, therefore, any violation of this Article would give rise to irreparable
11 damage to the County and the public at large.

1 **ARTICLE 11**

2 **GRIEVANCE AND ARBITRATION PROCEDURES**

3 1. Bargaining unit employees will follow all written and verbal orders given by
4 superiors even if such orders are alleged to be in conflict with this Agreement, unless such order
5 clearly places the employee's life in unnecessary danger. It is acknowledged that County maintains a
6 volunteer/ reservist system in addition to bargaining unit employees. Volunteer/ reservist officers do
7 not control/supervise bargaining unit members. Compliance with such orders will not prejudice the
8 right to file a grievance within the time limits contained herein, nor shall compliance affect the
9 ultimate resolution of the grievance.

10 2. A grievance is defined as a dispute regarding the interpretation or application of this
11 Agreement. Grievances are limited to claims which are dependent for resolution exclusively upon
12 interpretation or application of one or more express provisions of this Agreement. No grievance will
13 or need be entertained or processed which does not meet this definition, is not presented in the
14 manner described herein, and/or is not filed in a manner provided herein within the time limit
15 prescribed herein. A grievance may be filed by a bargaining unit employee or the Union. In either
16 case, the procedure to be followed will be the same. The grievant (whether it be the Union or an
17 individual employee) and management may agree to waive Step One in any grievance.

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

1 STEP ONE: An aggrieved employee or the Union shall present in writing the
2 grievance to the aggrieved employee's Battalion Chief within thirty (30) calendar
3 days of the occurrence of the event(s) which gave rise to the grievance on the
4 prescribed grievance forms which shall be standard forms used throughout the
5 grievance procedure. Upon receipt of the grievance, the Battalion Chief shall
6 forward a copy of the grievance to the Assistant Fire Chief and the Public Safety
7 Director. The grievance shall be signed by the employee and shall state: (a) the date
8 of the alleged events which gave rise to the grievance; (b) the specific Article or
9 Articles and paragraphs of this Agreement allegedly violated; (c) a statement of fact
10 pertaining to or giving rise to the alleged grievance; and (d) the specific relief
11 requested. The Battalion Chief shall, within ten (10) calendar days after
12 presentation of the grievance, render his or her decision on the grievance in writing,
13 with copies to the grievant (if an individual employee), the Union, the Assistant Fire
14 Chief, the Deputy Fire Chief, the Public Safety Director and a representative from
15 the Office of Employee Services.

16 STEP TWO: Any grievance which cannot be satisfactorily settled with the
17 Battalion Chief shall then be taken up by the Assistant Fire Chief. The grievance, as
18 specified in writing within STEP ONE above, shall be filed with the Assistant Fire
19 Chief within ten (10) calendar days after the due date for the Battalion Chief's
20 response in STEP ONE above. The Assistant Fire Chief shall discuss the grievance

1 with the grievant (whether it be an individual employee or the Union) and shall,
2 within ten (10) calendar days after presentation of the grievance, render his or her
3 decision on the grievance in writing.

4 STEP THREE: Any grievance which cannot be satisfactorily settled in STEP
5 TWO above shall then be taken up with the Deputy Fire Chief. The grievance, as
6 specified in writing at STEP TWO above shall be filed with the Deputy Fire Chief
7 within ten (10) calendar days after the due date for the Assistant Fire Chief's
8 response in STEP TWO above. The Deputy Fire Chief shall issue his decision in
9 writing on the grievance within ten (10) calendar days after presentation of the
10 grievance at this step.

11 STEP FOUR: Any grievance which cannot be satisfactorily settled in STEP
12 THREE above shall then be taken up with the Public Safety Director or his
13 designee. The grievance, as specified in STEP THREE above shall be filed with the
14 Public Safety Director within ten (10) calendar days after the due date for the
15 Deputy Fire Chief's response in STEP THREE above. The Public Safety Director
16 shall issue his decision in writing on the grievance within ten (10) calendar days
17 after presentation of the grievance at this step.

18 STEP FIVE: Any grievance which cannot be satisfactorily settled in STEP
19 FOUR above shall then be taken up with the County Manager or her designee. The
20 grievance, as specified in STEP FOUR above shall be filed with the County Manager

1 within ten (10) calendar days after the due date for the Public Safety Director's
2 response in STEP FOUR above. The County Manager shall issue his decision in
3 writing on the grievance within ten (10) calendar days after presentation of the
4 grievance at this step.

5
6 4. If the grievant (whether it be the Union or an individual employee) is not satisfied
7 with the County Manager's decision in STEP FIVE above, the Union, on its own behalf or on behalf
8 of the individual employee may request arbitration by hand delivery or by certified or registered mail
9 of a written notice to the County Manager within seven (7) calendar days of receipt of the County
10 Manager's decision. Said written notice of arbitration shall include a written statement of the
11 position of the Union with respect to the issues upon which arbitration is sought. Under no
12 circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original
13 grievance filed in STEP ONE of the grievance procedure.

14 5. Within ten (10) calendar days from receipt of such notice of arbitration, the parties
15 shall meet to select an arbitrator. In the event the parties cannot agree on an arbitrator, the party
16 requesting arbitration shall, within five (5) calendar days, request a list of nine (9) qualified
17 arbitrators who reside within the State of Florida from the Federal Mediation and Conciliation
18 Service. The party requesting arbitration will strike an initial name from the list of arbitrators, with
19 the parties thereafter alternately eliminating, one at a time, from said list of names, persons not
20 acceptable, until only one (1) remains, and this person will be the arbitrator.

1 6. As promptly as possible after the arbitrator has been selected, he or she shall conduct
2 a hearing between the parties and consider the grievance. The decision of the arbitrator will be
3 served upon the individual employee or employees involved, the County and the Union, in writing.
4 It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar
5 days after the hearing. The expenses of the arbitration, including the fee and expenses of the
6 arbitrator, shall be borne by the losing party. Any party desiring a transcript of the hearing shall bear
7 the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear
8 the expense of its own witnesses and of its own representatives, including attorneys, for purposes of
9 the arbitration hearing.

10 7. The arbitrator shall confine his or her consideration and determination to the written
11 grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no
12 authority to substitute his or her judgment for that of management in any area identified in this
13 Agreement or by law as a management right, and/or change, amend, add to, subtract from, or
14 otherwise alter or supplement this Agreement or any part thereof or amended thereto. The arbitrator
15 shall have no authority to consider or rule upon any matter which is stated in this Agreement not to
16 be subject to arbitration or is not a grievance as defined in this Agreement.

17 8. The arbitrator may not issue declaratory opinions and shall confine himself or herself
18 exclusively to the question which is presented to him or her, which question must be actual and
19 existing. The decision of the arbitrator shall be binding, subject to any appeal or review rights.
20 Either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. The parties

1 agree that the standard review of the arbitrator's decision shall be whether the arbitrator had clear
2 and convincing evidence to establish a violation of this Agreement.

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

8 10. It is agreed with respect to this grievance and arbitration procedure that:

9 A. It is the intent of the parties that a grievance must be raised at the earliest possible
10 time. Any grievance, in order to be entertained and processed, must be submitted in
11 a timely manner by the grievant (whether the grievant be the Union or an individual
12 employee).

13 B. Grievances not submitted by the grievant in a timely manner shall be conclusively
14 barred on the merits following the expiration of the prescribed time limit. Such a
15 time-barred grievance need not be entertained or processed, and only facts disputed
16 as to the timing will be subject to any arbitration resulting from the matter. A
17 grievance which is, for any reason, not the subject of a timely response by the
18 County or by the Department shall be deemed denied at that step and the grievant
19 may proceed to the next step. The failure to proceed on a timely basis to the next
20 step shall bar the grievance.

1 11. Bargaining unit employees may not avail themselves of the grievance procedure set
2 forth in the County's Policies and Practices Employee Manual, except as may be specifically set
3 forth in this Agreement. The filing of a lawsuit or an administrative charge/complaint shall bar the
4 filing of a grievance, and/or operate as an automatic withdrawal of a previously filed grievance,
5 arising out of the same operative facts as the lawsuit or the administrative charge/complaint.

1 **ARTICLE 12**

2 **BULLETIN BOARDS**

3 1. The County shall furnish the Union with space for a bulletin board at each fire station
4 to be placed in locations designated by the Public Safety Director, or his designee. The Union shall
5 be responsible for providing such bulletin board. The Union shall utilize the bulletin boards only to
6 post the following:

- 7 A. notice of Union meetings;
- 8 B. notice of Union elections and Union election results;
- 9 C. copies of the Union's constitution and by-laws and amendments thereto;
- 10 D. notice of Union recreational and social affairs;
- 11 E. notices of dues increases;
- 12 F. copies of this Agreement;
- 13 G. names of Union officials (and changes thereto);
- 14 H. minutes of Union meetings.

15 2. All material to be posted on the bulletin board shall be submitted to the Public Safety
16 Director, or his designee, for review simultaneous with posting. Under no circumstances shall the
17 Union post any notice containing material of a political nature or material tending to directly or
18 indirectly disparage or demean the County, the Fire Department, or any of their elected or appointed
19 officials or employees. The Union agrees to police the posting of materials on the bulletin boards.
20 If the Union cannot, or does not, properly police the bulletin boards, the Public Safety Director, at

- 1 his discretion, may revoke the Union's bulletin board privileges at the offending station for up to six
- 2 (6) months per violation.

1 **ARTICLE 13**

2 **NON-DUTY RELATED ACTIVITY**

3 1. Bargaining unit employees may engage in personal business, watch television, shop,
4 make grocery runs, exercise, have visitors or guests in the station, or otherwise engage in non-duty
5 related activities while on duty as expressly authorized by the SOGs. Engaging in non-duty related
6 activities while on duty is a privilege not a right, which will be governed by SOGs.

7 2. If operational needs will permit, bargaining unit employees will be permitted to eat one
8 meal out, provided the following conditions are met:

9 A. Personnel are to remain in-service as not to delay response to any calls;

10 B. Personnel will take no more than one (1) hour per meal out;

11 C. Personnel will notify, on radio, communications – giving location of establishment.

12 Communications will acknowledge Unit Out – at time. Upon completion of meal

13 personnel will notify, on radio, communications – Unit ID – In-service.

14 Communications will acknowledge, Unit ID – In-service – at time.

15 D. This privilege may be suspended by the Public Safety Director if the privilege is

16 abused. Such suspension shall be applied on a shift by shift or station by station

17 approach.

1 **ARTICLE 14**

2 **EMPLOYEE TESTING**

3 1. Bargaining unit employees will be subject to drug testing utilizing the procedures set
4 forth in the County's Drug Free Workplace Policy, and any amendments thereto. Testing will be in
5 accordance with, and subject to, the substances tested and the cutoff levels set forth in the applicable
6 state and federal regulations and administrative code provisions. Random drug testing may be
7 utilized unless prohibited by applicable state or federal law, rule or regulation. Bargaining unit
8 employees may be subjected to drug testing as part of any annual or periodic physical.

9 2. The County maintains the right to require any bargaining unit employee, at County
10 expense, to undergo a fitness-for-duty test (physical and/or psychological) as deemed necessary by
11 the County. The County agrees to meet and confer with the Union prior to implementing any
12 regularly scheduled physical agility tests (as opposed to a test given to an individual based upon the
13 belief that the individual is not physically capable of performing his/her job duties). The County
14 will give one hundred and eighty (180) days written notification prior to changing physical fitness
15 tests.

16 3. The County shall provide annual medical exams for bargaining unit employees by a
17 health care provider selected by the County. Should a bargaining unit employee who participates in
18 the County Group Health Insurance Program desire that the annual medical exam be conducted by
19 his/her own primary care physician, this will be permitted so long as the physician performs the
20 same tests and procedures as the County selected physician and reports the results to the County. In

1 such a case, the County will reimburse the employee for the cost of the co-pay, upon presentation of
2 the exam results and written proof of payment, for the annual medical exam only, and for only those
3 procedures that are part of the medical exam required by the County. The current medical test
4 includes the following items:

- 5 Physical Examination
- 6 Pulmonary Function Test
- 7 Audio Screening
- 8 Vision Screening
- 9 Resting EKG
- 10 CBC/Cholesterol Screening
- 11 Coronary Profile
- 12 SMAC (Chemzyme Test)
- 13 Urinalysis
- 14 Rectal Examination with Hemocult
- 15 Slides (males over 35 years of age)
- 16 Chest X-Ray
- 17 PPD Test
- 18 Drug Test.

19
20 Tests may be added or deleted by the Director of Public Safety based on medical advice
21 given to County by the County's qualified medical doctor.

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1 **ARTICLE 15**

2 **PREVAILING RIGHTS**

3 Bargaining unit employees shall be subject to the County's Policies and Practices Employees
4 Manual, dated September 7, 1999, and any amendments thereto, as to any subject not expressly
5 addressed herein. The provisions of this Agreement shall completely supersede any provisions of
6 the County's Policies and Practices Employee Manual which address the same subject matter(s).
7 The matters addressed in the County's Policies and Practices Employee Manual which are not
8 expressly addressed in another article of this Agreement shall not be subject to the grievance and
9 arbitration provisions of this Agreement.

1 **ARTICLE 16**

2 **PROMOTIONS AND TRANSFERS**

3 1. Selection of Fire Lieutenant.

4 A. The selection of a Fire Lieutenant shall be based upon merit as determined by the
5 Public Safety Director. Education, knowledge, skills, abilities, experience, job
6 performance, work history, disciplinary history, driver's license record, and criminal
7 history shall be taken into consideration, as well as the scoring on any written, oral
8 and practical test(s) that may be given.

9 B. Vacancies in any full-time position as a Fire Lieutenant shall be filled from an
10 eligibility list to be maintained by the Office of Employee Services. Notice of the
11 intent to create an eligibility list for Fire Lieutenant shall be announced by the Office
12 of Employee Services and furnished to the Union's President no later than forty-five
13 (45) calendar days prior to any test(s) that may be given. An eligibility list
14 announcement for Fire Lieutenant shall include the following: the minimum
15 qualifications for the classification; the closing date for the receipt of applications;
16 where applications are to be submitted; specifics regarding the examination process
17 (e.g., study materials, type of written test, etc.); and any other information deemed
18 pertinent by the Office of Employee Services.

19 C. Applicant's must meet the minimum qualifications for the classification as of the
20 closing date specified in the eligibility list announcement.

1 D. Applicants for selection as a Fire Lieutenant shall meet the following minimum
2 qualifications:

3 1. Three (3) or more years of experience as a paid Fire Fighter; possession of
4 current Certificate of Compliance as a Fire Fighter from the Florida State Board of
5 Fire Standards; possession of current Florida State certification either as an
6 Emergency Medical Technician (EMT) or as a Paramedic; possession of current
7 Florida State certification as a Fire Officer I; and possession of a valid Florida
8 Driver's License Class E. The current promotion list which exists as of the date of
9 ratification contains the names of four (4) qualified Fire Fighters who are eligible for
10 promotion to Lieutenant. The County plans on creating three (3) new Lieutenant
11 positions in October of 2006. So long as there are at least three (3) qualified Fire
12 Fighters on the current list these three (3) new positions will be filled from the
13 current list. The remaining person on the list shall be placed in first position on the
14 next list to be created. The County is anticipating creating three (3) additional
15 Lieutenant positions in December of 2006 or January of 2007. Additionally there
16 may be other Lieutenant vacancies created by attrition. As long as eight (8) Lake
17 County Fire Rescue Fire Fighters apply for the three (3) new positions plus one (1)
18 additional application for every position created by attrition, then the available
19 positions shall be filled with Lake County Fire Rescue applicants. If there are less

1 than the required number of applications, then the County shall have the right to
2 increase the list by using applicants from other than Lake County Fire Rescue.

3 2. Effective October 1, 2007, three (3) or more years of experience as a paid
4 Fire Fighter and successful completion of new hire probationary period with Lake
5 County Fire Rescue; possession of current Certificate of Compliance as a Fire
6 Fighter from the Florida State Board of Fire Standards; possession of current Florida
7 State certification either as an Emergency Medical Technician (EMT) or as a
8 Paramedic; possession of current Florida State certification as a Fire Officer I; and
9 possession of a valid Florida Driver's License Class E.

10 3. Effective October 1, 2008, three (3) or more years of experience with Lake
11 County Fire Rescue as a paid Fire Fighter; possession of current Certificate of
12 Compliance as a Fire Fighter from the Florida State Board of Fire Standards;
13 possession of current Florida State certification either as an Emergency Medical
14 Technician (EMT) or as a Paramedic; possession of current Florida State
15 certification as a Fire Officer I; and possession of a valid Florida Driver's License
16 Class E.

17 Applications for selection as a Fire Lieutenant shall be
18 made on the form prescribed by the Office of Employee Services. Hand-delivered,
19 faxed and e-mailed applications shall be received in the Office of Employee Services
20 no later than 5:00 p.m. on the closing date specified in the eligibility list
announcement. Mailed applications shall be postmarked no later than midnight on

1 the closing date specified in the eligibility list announcement. Applications received
2 after the applicable deadline will not be considered.

3 F. Subsequent to the closing date specified in an eligibility list announcement, the
4 Office of Employee Services shall prepare a list of those applicants who met the
5 minimum qualifications, and shall furnish this list to anyone who applied, to the
6 Public Safety Director, and to the Union.

7 G. An examination for selection as a Fire Lieutenant shall be assembled, administered
8 and graded by an organization other than County. The examination shall include
9 both a written test and an assessment process to determine an applicant's technical
10 competence, leadership skills and supervisory abilities.

11 H. Only those applicants who pass the written test with a score of 75% or better shall be
12 given further consideration for promotion.

13 I. The organization conducting the examination shall assign each applicant a numeric
14 score both for the written test and for the assessment process. A cumulative score
15 shall be calculated by adding one-third (1/3) of the score from the written test and
16 two-thirds (2/3) of the score from the assessment process. This cumulative score
17 shall have a maximum of 100 points. One (1) additional point, up to a maximum of
18 five (5) points, shall be added to the score for each full time year of Lake County
19 Fire Rescue employment.

- 1 J. Applicants shall be placed on an eligibility list according to their cumulative score
2 with the applicant having the highest cumulative score being placed at the top of the
3 eligibility list. The organization conducting the examination shall then forward the
4 resulting eligibility list to the Office of Employee Services.
- 5 K. The top five (5) ranked applicants from an eligibility list shall be certified to the
6 Public Safety Director in response to a vacancy for Fire Lieutenant. The next two (2)
7 ranked applicants shall be certified in response to each additional vacancy that may
8 exist. The Public Safety Director shall consider each certified applicant's merit
9 including, but not limited to, the applicant's length of service with Lake County's
10 Fire/Rescue Division. The Public Safety Director shall then fill each vacancy with
11 one of the applicants certified by the Office of Employee Services.
- 12 L. An eligibility list shall remain in effect for two (2) years from the date of its
13 publication, unless the Public Safety Director, in the sole exercise of his/her
14 discretion, determines that there is an insufficient pool of applicants remaining on the
15 eligibility list and that it should be replaced.
- 16 M. Upon ratification of this Agreement, County shall budget an additional Ten
17 Thousand Dollars (\$10,000) in the Books, Publications, and Dues Fire Fund which
18 shall be used to provide classes leading to the Fire Officer I Certification for Lake
19 County Fire Employees. The funds will be granted to employees on a first come first
20 serve basis and this shall be a one time budgeting amount which shall not be repeated

1 in any other budget year of this Agreement. Funds not expended by the end of the
2 budget year will not be carried over to the following year.

3 2. Employees shall be transferred from station to station, shift to shift, and/or
4 assignment to assignment as governed by SOGs.

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ARTICLE 17

INSURANCE

The County shall provide insurance benefits for all bargaining unit employees in the same manner, including benefit levels and contributions as all other County employees. The County shall also provide any additional insurance required by Florida law.

1 **ARTICLE 18**

2 **WAGES**

3 1. Effective July 9, 2006, bargaining unit employees wages shall be adjusted as follows:

4 A. Wage Range for Fire Fighter. The County will increase the starting pay for the
5 classification of Fire Fighter as follows:

6 (2912 annual hours) Hourly Rate \$11.83

7 (2080 annual hours) Hourly Rate \$16.56

8 B. Wage Range for Lieutenant. The County will increase the starting pay for the
9 classification of Lieutenant as follows:

10 (2912 annual hours) Hourly Rate \$14.15

11 (2080 annual hours) Hourly Rate \$19.81

12 2. Effective October 1, 2007, bargaining unit employees wages shall be adjusted as
13 follows:

14 A. Wage Range for Fire Fighter. The County will increase the starting pay for the
15 classification of Fire Fighter as follows:

16 (2912 annual hours) Hourly \$12.18

17 (2080 annual hours) Hourly \$17.05

18 B. Wage Range for Lieutenant. The County will increase the starting pay for the
19 classification of Lieutenant as follows:

20 (2912 annual hours) Hourly \$14.50

1 (2080 annual hours) Hourly \$20.30

2 3. Effective October 1, 2008, bargaining unit employees wages shall be adjusted as
3 follows:

4 A. Wage Range for Fire Fighter. The County will increase the starting pay for the
5 classification of Fire Fighter as follows:

6 (2912 annual hours) Hourly \$12.45

7 (2080 annual hours) Hourly \$17.43

8 B. Wage Range for Lieutenant. The County will increase the starting pay for the
9 classification of Lieutenant as follows:

10 (2912 annual hours) Hourly \$14.77

11 (2080 annual hours) Hourly \$20.67

12 4. If this Agreement is in force on October 1st 2009, bargaining unit employees
13 wages shall be adjusted on that date and each October 1st thereafter while this Agreement
14 is still in force:

15 A. Wage Range for Fire Fighter. The County will increase the starting pay for the
16 classification of Fire Fighter by the following amounts:

17 (2912 annual hours) Hourly \$.27

18 (2080 annual hours) Hourly \$.38

19 B. Wage Range for Lieutenant. The County will increase the starting pay for the
20 classification of Lieutenant as follows:

1 (2912 annual hours) Hourly \$.35

2 (2080 annual hours) Hourly \$.49

3 5. Reclassification Wage Adjustment. Employees who are employed on July 9th of
4 2006 shall receive an increase in their pay in the amount of \$1.65 per hour if they are
5 scheduled to work 2,912 annual hours or \$2.31 per hour if they are scheduled to
6 work 2,080 annual hours. Employees who are employed on October 1st of 2007 and
7 October 1st of the years thereafter who are scheduled to work 2,912 or 2,080 annual
8 hours and who are covered by this Agreement shall receive an increase in their pay
9 equal to the increase in the starting salary for their position for that year.

10 6. Incentives.

11 A. State of Florida certified paramedics in good standing shall receive an incentive of
12 \$2.07 effective on the date of ratification, \$2.35 effective October 1, 2007, and \$2.45
13 effective October 1, 2008, per hour added to their base wage. The paramedic
14 incentive shall apply to all Fire Fighters who (1) are certified by the State of Florida,
15 (2) obtain certification from the County Medical Director within ninety (90) calendar
16 days of the initial receipt of incentive pay, and (3) agree to serve as a paramedic
17 when assigned. In the event that a Fire Fighter does not become certified by the
18 County Medical Director, within ninety (90) calendar days from the initial receipt of
19 incentive pay, incentive pay shall cease until such certification is obtained.

20 B. Specialized Operations Response Team (SORT) team members who have been

1 assigned to this team by the Public Safety Director shall receive an incentive of \$.50-
2 \$1.25 per hour in accordance to the following educational requirements. (Appendix
3 A) SORT team members who were assigned to the SORT team before the effective
4 date of this Agreement shall not receive a reduction in incentive. The decision as to
5 who is assigned to the SORT team or the number of members of the SORT team
6 shall be determined by the Public Safety Director in his or
7 her sole discretion.

8 C. Paramedic and SORT Incentives shall not be considered part of annual salary.
9 Annual merit increases and any promotional increases shall be based on an
10 employee's salary which does not include incentive pay.

11 7. In addition to reclassification wage adjustment as set forth in paragraph 5, for each
12 year of this agreement bargaining unit employees shall be provided increases or adjustments to their
13 wages using the procedure provided in this paragraph. For each year, within fifteen (15) days of the
14 final adoption of the Lake County Budget by the Board of County Commissioners, the Union shall
15 deliver to the Public Safety Director a written notice signed by the Union President electing to have
16 the bargaining unit employees wages increased or adjusted in one of the following two ways (the
17 written election must choose method A or B below):

18 A. Effective with the first full, bi-weekly payroll period following their anniversary
19 date, each employee covered by this Agreement shall receive a pay increase equal to
20 three percent (3%) of their hourly rate of pay, or

1 B. Each employee covered by this Agreement shall receive increases or adjustments to
2 their wages using the procedure proposed by the County Manager for all Board of
3 County Commissioners' employees for that fiscal year which is funded in the
4 adopted County Budget.

5 8. The County maintains the right to increase the starting salary for any vacant position
6 or the existing salary for any occupied position, within the bargaining unit to meet the County's
7 recruitment and/or retention needs.

1 **ARTICLE 19**

2 **TOBACCO USE**

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

7 1. Smoking and the use of tobacco products is prohibited when in contact with, or in the
8 view of, the general public, except for designated smoking areas;

9 2. Smoking and the use of tobacco products is prohibited in all fire/rescue vehicles, and
10 in areas of the Fire Department except for designated smoking areas;

11 3. Smoking and the use of tobacco products is prohibited while on official duty or
12 engaging in a duty-related assignment;

13 4. All employees hired after October 1, 1989, will abstain from the use of tobacco and
14 tobacco products both on-duty and off-duty.

1 **ARTICLE 20**

2 **OUTSIDE EMPLOYMENT**

3 1. Bargaining unit employees recognize that employment with the County constitutes
4 their primary employment.

5 2. Pursuant to all the provisions outlined in the Lake County Board of County
6 Commissioners Policies and Procedures Section 13 Outside Employment and this Agreement,
7 employees must notify the Public Safety Director, in writing, of any outside employment. Any
8 outside employment which interferes with an employee's effective performance of his/her
9 County duties is prohibited and must be immediately discontinued upon direction, in writing,
10 from the Public Safety Director.

11 3. Employees, either full-time or part-time, will have at least eight (8) hours
12 downtime between working outside employment and reporting for duty in the Lake County Fire
13 Rescue. Downtime is defined as time in which no work is performed for any employer other
14 than Lake County Fire Rescue. Emergency recall by Lake County Fire Rescue shall be the only
15 exception to this rule.

16 4. Employees having outside employment shall notify the Lake County Office of
17 Employee Services of any worker compensation injuries, significant exposures, and events
18 affecting employee health which occurred while working any employment other than Lake
19 County Fire Rescue.

- 1 Employees understand that they are still subject to recall at any time and shall make appropriate
- 2 arrangements, by notifying their outside employer that they are subject to emergency recall at
- 3 any time.

1 **ARTICLE 21**

2 **SCOPE OF DUTIES**

3 Bargaining unit employees shall be responsible for performing any and all job duties falling
4 within the generic scope of Fire and Rescue Services. Additionally, bargaining unit employees may
5 be tasked with performing unrelated duties as the need arises. Bargaining unit employees shall
6 comply in a timely manner with all written and verbal orders given by superiors, even if such orders
7 are alleged to be in conflict with this Agreement, unless such order clearly places the employee's life
8 in unnecessary danger.

1 **ARTICLE 22**

2 **MANNING AND EQUIPMENT**

3 The County shall determine the type and number of equipment and apparatus to be used in the
4 provision of Fire and Rescue Services. The County shall also determine the identity, number,
5 skill level, and type of personnel to be assigned the shifts, apparatus, and equipment.

6 All bargaining unit employees will be given an annual uniform allowance of \$350.00 for duty
7 uniforms and an allowance of \$100.00 for work shoes/boots. In the event that uniform prices
8 increase, allowances shall be increased accordingly.

9 New employees will be issued the following equipment which will be replaced as the
10 County deems necessary:

| ITEM | QUANTITY |
|-----------------------|----------|
| Bunker Coat | 1 |
| Bunker Pants | 1 |
| Helmet | 1 |
| Fire Gloves | 1 pair |
| Suspenders | 1 pair |
| Bunker Boots | 1 pair |
| Hood | 1 |
| Badge | 1 |
| Jacket (All Season) | 1 |
| Goggles (Structural) | 1 |
| Name Tag | 1 |
| S.C.B.A. Mask | 1 |
| S.C.B.A. Mask Bag | 1 |
| CPR Mask/Key Chain | 1 |
| Safety Glasses | 1 |
| Wild Land Coat | 1 |
| Wild Land Pants | 1 |

| | |
|------------------------|--------|
| W/L Helmet | 1 |
| W/L Gloves | 1 pair |
| Brush Mask (Whiffs) | 1 |
| Brush Mask Bag | 1 |
| Station Key | 1 |
| Brush gear bag | 1 |
| Ear plugs | 1 pair |

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1 **ARTICLE 23**

2 **HOURS OF WORK AND OVERTIME**

3 1. Bargaining unit employees shall be assigned to either eight-hour, ten-hour, twelve-
4 hour, or twenty-four hour shifts.

5 2. Overtime for bargaining unit employees shall be calculated based upon a twenty-eight
6 (28) day cycle. Overtime shall be paid to bargaining unit members for all hours in excess of two
7 hundred twelve (212) hours actually worked in a 28 day cycle, except for employees working two
8 thousand and eighty (2,080) annual hours. Hours worked for purposes of overtime shall be defined
9 in the same manner as all other County employees.

10 3. Bargaining unit employees shall be selected to work overtime at management's
11 discretion based upon factors such as skills, ability, performance, disciplinary history, work history,
12 and availability.

13 4. Should it be determined by a court of competent authority, administrative agency, or
14 legislative body that individuals who perform job duties of the type performed by some or all of the
15 bargaining unit employees are not covered by the 7k exemption to the Fair Labor Standards Act, this
16 Article shall become void, and the County and the Union shall meet as soon as practicable to
17 negotiate a replacement Article.

ARTICLE 24

LAY-OFF/RECALL

In the event the County has to make lay-offs/recalls, the following procedures shall be utilized:

1. Union members will be placed on a seniority list to be determined by the official starting date of full-time employment with Lake County Fire Rescue.
2. The list shall be followed in reverse order starting with the person with the least amount of time in employment within Lake County Fire/Rescue shall be the first subjected to any lay-offs. The County may deviate from the list if necessary because of the need for specially qualified positions.
3. Employees not in the Union shall be subject to lay-offs first before any Union members are subject to lay-offs.

In the event the County has to make lay-offs, the following recall procedures shall be used:

1. Laid off employees shall be subject to recalls in the reverse order of being laid-off. This results in the last employees being laid-off are the first to be subject to recall, providing the employees still have the minimum certifications that they were holding upon being laid-off. The County may deviate from the list if necessary because of the need for specially qualified positions.
2. The County will offer jobs back to any laid off employee before opening the position(s) to the outside general public.
3. The employee subject to recall will only have to show certifications are still valid and will be rehired without having to reapply or test.

ARTICLE 25

ENTIRE AGREEMENT/DURATION

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

2. If either the County or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing by no later than the first (1st) of July prior to the termination date of this Agreement. Should the first (1st) of July fall on a Saturday or Sunday, the official notification of a desire to negotiate must be given in writing no later than the Monday following that weekend. Following receipt of such notice, unless there is a mutual agreement to the contrary, the County and the Union shall commence negotiations. In the absence of an official notice by either party of its desire to modify, amend or terminate this Agreement, this Agreement shall automatically renew for an additional year, and from year to year thereafter until timely notice is given of a party's intent to renegotiate this Agreement.

3. Nothing herein shall preclude the parties from mutually agreeing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement. Additionally, either party may reopen one (1) non-economic article, other than Article 5, during the second year of this Agreement.

4. This Agreement shall become effective upon ratification and shall remain in effect until September 30, 2009 unless this Agreement is extended pursuant to paragraph 2. This Agreement supersedes all other agreements between the parties.

APPENDIX A

SPECIAL OPERATIONS RESPONSE TEAM INCENTIVE SCALE

All Classes Must Meet or Exceed NFPA 1670 Standards

Incentive level one: \$.50 per hour

Assignment to the team and obtaining State of Florida certification for Hazardous Materials Technician. Total Hours: 160

Incentive level two: \$.75 per hour

Ropes Rescue Operations, Vehicle Machinery Rescue Operations, Confined Space Technician. Total Hours: 120

Incentive Level three: \$1.00 per hour

Ropes Rescue Technician, Trench Technician, Vehicle Machinery Rescue Technician. Total Hours: 120

Incentive Level four: \$1.25

Structural Collapse Operations, Structural Collapse Technician. Total hours: 120

All classes stated shall comply with NFPA 1670.

Hazardous Materials Technician certificate shall comply with IAFF Hazardous Materials 160.

Each incentive step must be completed in its entirety, prior to proceeding to the next incentive level.

SIGNATURE PAGE

FOR THE COUNTY

FOR THE UNION

County Manager

President Local 3990

(Date)

Business Agent Local 3990

(Date)

APPROVED BY THE LAKE COUNTY BCC

Chairman

(Date)

ATTEST:

James C. Watkins, Clerk of the Board
of County Commissioners of Lake
County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Tentatively approved June ____, 2006
Union _____ County _____