

**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).

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1 ARTICLE 2

2 RECOGNITION

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

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

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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.

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

14 2. It shall be the responsibility of the Union to notify the County of any change in
15 the 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
20 forward a copy of the written notice to the Union concurrently with ceasing the member's dues
21 deductions.

1 4. The Union agrees that a reasonable charge for having its dues, initiation fees, and
2 uniform assessments deducted by the County is fifteen cents (\$.15) per employee per deduction.

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1 ARTICLE 5

2 MANAGEMENT RIGHTS

3 1. Provided there is no express conflict with this Agreement, the County has the sole
4 and exclusive right to manage and direct any and all of its operations. Accordingly, the County
5 specifically, but not by way of limitation, reserves the sole and exclusive right to:

6 A. Determine the purpose and organizational structure of the Fire and Rescue
7 Service;

8 B. Exercise control and discretion over the organization and efficiency of operations
9 of the Fire and Rescue Service;

10 C. Set minimum performance standards for service to be offered to the public;

11 D. Change, modify or alter the composition and size of the work force, including the
12 right to relieve employees from duties because of lack of work, funds, or other
13 management reasons which could arise;

14 E. Determine the location, methods, means and personnel by which operations are to
15 be conducted;

16 F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so
17 long as the duties, tasks, and/or responsibilities remain within the generic scope of
18 Fire and Rescue Services;

19 G. Change or modify the number, and types, and grades of positions or employees
20 assigned to an organization, unit, division, department, or project;

21 H. Decide the scope of the service;



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

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

13 2. If the County fails to exercise any one or more of the above functions from time
14 to time, this will not be deemed a waiver of the County's right to exercise any or all of such
15 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
18 written notice of its desire, prior to the effective date of the County's action, and shall identify
19 with 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
21 not act as a bar to negotiations or impasse resolution.

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1 ARTICLE 6

2 UNION BUSINESS

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

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1 during the first two (2) full bi-weekly payroll periods occurring after ratification. Bargaining
2 unit employees may donate, using a County-supplied Leave Pool Donation Form, up to eight (8)
3 hours of annual leave to the Leave Pool each fiscal year. Donations must be in increments of
4 one (1) hour. Donations shall be accepted up to the point where the Leave Pool contains one
5 thousand two hundred (1,200) hours of leave (including any rollover amounts). Thereafter, no
6 further annual leave donations shall be accepted for the remainder of the fiscal year. Once
7 Annual Leave has been donated, the leave donor relinquishes all rights to such leave.

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

14 5. The Leave Pool may be used by two (2) Union Officers (President, Vice
15 President, Secretary, Treasurer or shop stewards) or Executive Board members per 24-hour day
16 for regular Union business, three (3) Union members who are members of the Labor-
17 Management Committee Team for meetings of the Labor-Management Committee Team, and
18 four (4) Union Officers for advertised negotiations sessions and Union conventions. The County
19 will recognize no more than seven (7) members of the Executive Board. Withdrawals must be in
20 increments of one (1) hour. Regular Union business for purposes of the Leave Pool shall include
21 the handling of grievances, and appearing at hearings, but shall not include activities unrelated to
22 the administration or enforcement of this Agreement. Requests to use the Leave Pool shall be

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1 submitted in writing, using a County-supplied Request for Withdrawal Form, to the Public
2 Safety Director, and shall include a clear explanation of the purpose for which use is requested.
3 Requests to use the Leave Pool shall be submitted no less than seven (7) calendar days prior to
4 the intended use. However, the Public Safety Director or designee, in his/her sole discretion,
5 may waive the requirement for prior submittal.

6 6. Union leave shall be treated the same as annual leave for the purposes of leave
7 accruals and overtime calculations. Any injury received or accident incurred by a Union Officer
8 whose time is being paid for by the Leave Pool shall not be considered to be an in the line of
9 duty injury, nor shall such injury or accident be considered to have been incurred in the course
10 and scope of employment by the County within the meaning of Chapter 440, Florida Statutes, as
11 amended.

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

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ARTICLE 7

SEVERABILITY

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

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

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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
6 maintains a volunteer/ reservist system in addition to bargaining unit employees. Volunteer/
7 reservist officers do not control/supervise bargaining unit members. Compliance with such
8 orders will not prejudice the right to file a grievance within the time limits contained herein, nor
9 shall compliance affect the ultimate resolution of the grievance.

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

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

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1 STEP ONE: An aggrieved employee or the Union shall present in writing
2 the grievance to the aggrieved employee's Battalion Chief within thirty (30)
3 calendar days of the occurrence of the event(s) which gave rise to the grievance
4 on the prescribed grievance forms which shall be standard forms used throughout
5 the 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
8 date of the alleged events which gave rise to the grievance; (b) the specific Article
9 or Articles and paragraphs of this Agreement allegedly violated; (c) a statement of
10 fact 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
13 writing, with copies to the grievant (if an individual employee), the Union, the
14 Assistant Fire Chief, the Deputy Fire Chief, the Public Safety Director and a
15 representative from the Office of Employee Services.

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

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1 the Union) and shall, within ten (10) calendar days after presentation of the
2 grievance, render his or her decision on the grievance in writing.

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

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

17 STEP FIVE: Any grievance which cannot be satisfactorily settled in
18 STEP FOUR above shall then be taken up with the County Manager or her
19 designee. The grievance, as specified in STEP FOUR above shall be filed with
20 the County Manager within ten (10) calendar days after the due date for the Public
21 Safety Director's response in STEP FOUR above. The County Manager shall



1 issue his decision in writing on the grievance within ten (10) calendar days after
2 presentation of the grievance at this step.

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

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

18 6. As promptly as possible after the arbitrator has been selected, he or she shall
19 conduct a hearing between the parties and consider the grievance. The decision of the arbitrator
20 will be served upon the individual employee or employees involved, the County and the Union,
21 in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty



1 (30) calendar days after the hearing. The expenses of the arbitration, including the fee and
2 expenses of the arbitrator, shall be borne by the losing party. Any party desiring a transcript of
3 the hearing shall bear the cost of such transcript unless both parties mutually agree to share the
4 cost. Each party shall bear the expense of its own witnesses and of its own representatives,
5 including attorneys, for purposes of the arbitration hearing.

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

13 8. The arbitrator may not issue declaratory opinions and shall confine himself or
14 herself exclusively to the question which is presented to him or her, which question must be
15 actual and existing. The decision of the arbitrator shall be binding, subject to any appeal or
16 review rights. Either party shall be entitled to seek review of the arbitrator's decision in Circuit
17 Court. The parties agree that the standard review of the arbitrator's decision shall be whether the
18 arbitrator had clear and convincing evidence to establish a violation of this Agreement.

19 9. No decision of any arbitrator or the County in any one case shall create a basis for
20 retroactive adjustment in any other cases. All claims for back wages shall be limited to the
21 amount of wages that remains budgeted for the position of the particular employee involved, less

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1 any employment compensation and/or interim earnings that he/she may or might have received
2 during the period involved.

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

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

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

16 11. Bargaining unit employees may not avail themselves of the grievance procedure
17 set forth in the County's Policies and Practices Employee Manual. The filing of a lawsuit or an
18 administrative charge/complaint shall bar the filing of a grievance, and/or operate as an
19 automatic withdrawal of a previously filed grievance, arising out of the same operative facts as
20 the lawsuit or the administrative charge/complaint.

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1 ARTICLE 12

2 BULLETIN BOARDS

3 1. The County shall furnish the Union with space for a bulletin board at each fire
4 station to be placed in locations designated by the Public Safety Director, or his designee. The
5 Union shall be responsible for providing such bulletin board. The Union shall utilize the bulletin
6 boards only to 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
16 Safety Director, or his designee, for review simultaneous with posting. Under no circumstances
17 shall the Union post any notice containing material of a political nature or material tending to
18 directly or indirectly disparage or demean the County, the Fire Department, or any of their
19 elected or appointed officials or employees. The Union agrees to police the posting of materials
20 on the bulletin boards. If the Union cannot, or does not, properly police the bulletin boards, the

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

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1 ARTICLE 13

2 NON-DUTY RELATED ACTIVITY

3 1. Bargaining unit employees may engage in personal business, watch television,
4 shop, make grocery runs, exercise, have visitors or guests in the station, or otherwise engage in
5 non-duty related activities while on duty as expressly authorized by the SOGs. Engaging in non-
6 duty related 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
8 eat one 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 – In-service Area. Personnel will
12 notify their respective on-duty Battalion Chief of their meal location.

13 D. This privilege may be suspended by the Public Safety Director if the privilege is
14 abused. Such suspension shall be applied on a shift by shift or station by station
15 approach.

1 ARTICLE 14

2 EMPLOYEE TESTING

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

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

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

1 the results to the County. In such a case, the County will reimburse the employee for the cost of
2 the co-pay, upon presentation of the exam results and written proof of payment, for the annual
3 medical exam only, and for only those procedures that are part of the medical exam required by
4 the County. The current medical test 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 PSA (males over 35 years of age)

20
21 Tests may be added or deleted by the Director of Public Safety based on medical advice
22 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
4 Employees Manual, dated September 7, 1999, and any amendments thereto, as to any subject not
5 expressly addressed herein. The provisions of this Agreement shall completely supersede any
6 provisions of the County's Policies and Practices Employee Manual which address the same
7 subject matter(s).

8



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
7 criminal history shall be taken into consideration, as well as the scoring on any
8 written, oral 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
12 Office of Employee Services and furnished to the Union's President no later than
13 forty-five (45) calendar days prior to any test(s) that may be given. An eligibility
14 list 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
17 process (e.g., study materials, type of written test, etc.); and any other information
18 deemed 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 Four (4) or more consecutive years of experience as a paid Fire Fighter with Lake
4 County (leaves of absence approved by the Fire Chief of one year or less shall not
5 be considered a break in service for purposes of the “consecutive years”
6 requirement); possession of current Certificate of Compliance as a Fire Fighter
7 from the Florida State Board of Fire Standards; possession of current Florida State
8 certification either as an Emergency Medical Technician (EMT) or as a
9 Paramedic; possession of current Florida State certification as a Fire Officer I; and
10 possession of a valid Florida Driver’s License Class E. The current promotion list
11 which exists will remain valid for a period of two (2) years from the date of its
12 establishment.

13 E. Applications for selection as a Fire Lieutenant shall be made on the form
14 prescribed by the Office of Employee Services. Hand-delivered, faxed and e-
15 mailed applications shall be received in the Office of Employee Services no later
16 than 5:00 p.m. on the closing date specified in the eligibility list announcement.
17 Mailed applications shall be postmarked no later than midnight on the closing
18 date specified in the eligibility list announcement. Applications received after the
19 applicable deadline will not be considered.

20 F. Subsequent to the closing date specified in an eligibility list announcement, the
21 Office of Employee Services shall prepare a list of those applicants who met the

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1 minimum qualifications, and shall furnish this list to anyone who applied, to the
2 Public Safety Director, and to the Union.

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

7 H. Only those applicants who pass the written test with a score of 75% or better with
8 no curve shall be given further consideration for promotion.

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

17 J. Applicants shall be placed on an eligibility list according to their cumulative score
18 with the applicant having the highest cumulative score being placed at the top of
19 the eligibility list. The organization conducting the examination shall then
20 forward the resulting eligibility list to the Office of Employee Services.

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- 1 K. The top five (5) ranked applicants from an eligibility list shall be certified to the
2 Public Safety Director in response to a vacancy for Fire Lieutenant. The next two
3 (2) ranked applicants shall be certified in response to each additional vacancy that
4 may exist. The Public Safety Director shall consider each certified applicant's
5 merit including, but not limited to, the applicant's length of service with Lake
6 County's Fire/Rescue Division. The Public Safety Director shall then fill each
7 vacancy with one of the applicants certified by the Office of Employee Services.
- 8 L. An eligibility list shall remain in effect for two (2) years from the date of its
9 publication, unless the Public Safety Director, in the sole exercise of his/her
10 discretion, determines that there is an insufficient pool of applicants remaining on
11 the eligibility list and that it should be replaced. Provided, however, the list
12 cannot be abolished prior to the expiration of two (2) years from its date of
13 publication so long as there remains three (3) applicants on the list
- 14 2. Employees shall be transferred from station to station, shift to shift, and/or
15 assignment to assignment as governed by SOGs.
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ARTICLE 17

INSURANCE

The County shall provide bargaining unit employees insurance with the same coverage and employee cost that is in effect on September 30, 2009, except as provided herein. The County has no plans to increase costs or reduce benefits for insurance. If the County intends to change insurance benefit levels or contributions for all County employees, then the County shall provide the Union with notice and an opportunity to bargain over any negotiable insurance changes for each fiscal year after FY 2009-2010, and, in that case, the Union may bargain for a wage increase.



1 ARTICLE 18

2 WAGES

3 1. For Fiscal Years 2009-10 and 2010-11, bargaining unit employees starting wages
4 shall be as follows:

5 A. Wage Range for Fire Fighter.

6 (2912 annual hours) Hourly \$12.45

7 (2080 annual hours) Hourly \$17.43

8 B. Wage Range for Lieutenant.

9 (2912 annual hours) Hourly \$14.77

10 (2080 annual hours) Hourly \$20.67

11 2. Incentives.

12 A. State of Florida certified paramedics in good standing shall receive an incentive of
13 \$2.45 per hour added to their base wage. The paramedic incentive shall apply to
14 all Fire Fighters who (1) are certified by the State of Florida, (2) obtain
15 certification from the County Medical Director within ninety (90) calendar days
16 of the initial receipt of incentive pay, and (3) agree to serve as a paramedic when
17 assigned. In the event that a Fire Fighter does not become certified by the County
18 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
21 assigned to this team by the Public Safety Director shall receive an incentive of

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

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

10 3. The County maintains the right to increase the starting salary for any vacant
11 position or the existing salary for any occupied position, within the bargaining unit to meet the
12 County's recruitment and/or retention needs. If the County exercises this right during the term of
13 this Agreement -- October 1, 2009 through September 30, 2011 -- the hourly rate for each
14 bargaining unit employee in the same job classification will be increased by an equal dollar
15 amount.

16 4. Bargaining unit employees' starting and hourly rates in effect as of September 30,
17 2009, shall remain in effect from October 1, 2009, through September 30, 2011. Pay changes
18 associated with promotions, demotions, SORT and paramedic assignments effective after
19 September 30, 2009, shall be in effect. However, in the event that the Lake County Board of
20 County Commissioners adopts a merit or cost-of-living increase for non-bargaining unit
21 employees for Fiscal Year 2010-11, all bargaining unit employees will also receive that increase.

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1 5. The County shall not subject bargaining unit employees to unpaid furloughs or
2 reductions in regularly assigned hours during the term of this Agreement -- October 1, 2009
3 through September 30, 2011.

4 6. Paragraphs 3, 4 and 5 shall sunset and terminate on September 30, 2011, and it shall not be
5 in effect thereafter unless agreed to by both parties in writing either as an amendment to this Agreement,
6 or in a new Agreement. Both parties waive any right that they may have to claim that Paragraphs 3, 4
7 and 5 shall remain in force after September 30, 2011, whether or not this Contract remains in force
8 beyond that time.

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1 ARTICLE 20

2 OUTSIDE EMPLOYMENT

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

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1 ARTICLE 21

2 SCOPE OF DUTIES

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

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1 ARTICLE 22

2 MANNING AND EQUIPMENT

3 The County shall determine the type and number of equipment and apparatus to be used
4 in the provision of Fire and Rescue Services. The County shall also determine the identity,
5 number, 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
7 duty uniforms and an allowance of \$125 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

1



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. Newly hired Probationary employees shall be subject to lay-off prior to bargaining unit employees who are not on new-hire probation.

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.

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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.

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ARTICLE 25

ANNUAL LEAVE SELL BACK

1. The Union and the County acknowledge that under normal operating conditions, the use of annual leave by bargaining unit employees on a shift schedule often necessitates backfilling the shift vacancy at an overtime rate. In effort to reduce the cost burden associated with use of annual leave time, an annual leave sell-back option shall be offered to bargaining unit members as outlined below.

2. Eligibility Requirements

- a. Employee must have been continuously employed in a bargaining unit position since the first day or the first pay period of the current calendar year, and
- b. Employee must have used at least fifty-three (53) annual leave hours from the first day of the first pay period of the current calendar year to the end of the pay period which includes November 1 of the current year, and
- c. Employee must have an annual leave balance of at least fifty-three (53) annual leave hours in addition to the requested number of sell-back hours at the end of the pay period which includes November 1 each year, and
- d. Employee must be projected to be at or under their applicable annual leave hour roll-over limitation in accordance with the provisions of LCC-88, Leave Accruals, of the County's Policies and Practices Employee Manual, and any amendments thereunto. This requirement will be evaluated by obtaining the employee's balance of annual leave at the end of the pay period which includes November 1 of each year, adding the projected annual leave time to be accrued between the next pay period and the end of the twenty-sixth (26th) pay period of the year, and subtracting the annual leave scheduled to be taken through the last day of the twenty-sixth (26th) pay period of the year as it is noted in the staffing software program, e.g. Telestaff on November 1 of the current year.
- e. Requirements a-d above shall be evaluated by the Office of Employee Services & Quality Improvement (Employee Services) and Public Safety one time at the end of the pay period which includes November 1 of each year and that determination shall be final. Changes to scheduled leave

(additions or deletions of annual leave) after the evaluation shall not be considered when making the determination.

- f. If all of the requirements above are not met at the time the determination is made in accordance with the provisions above, the employee shall not be eligible to sell annual leave that year.

3. Procedure

- a. No later than October 1 each year, the County shall provide written notice to the Union of the maximum number of hours the County will allow bargaining unit employees who meet the eligibility criteria outlined in Section 2 above to sell back to the County for that year. This amount shall be no less than fifty-three (53) hours each year. The County may, at its sole discretion, authorize more than fifty- three (53) hours to be sold back each year, but no obligation exists to do so.
- b. The number of hours eligible for the sell back shall be the maximum allowable as outlined in Section 3(a) above, OR the number of hours the employee can sell back and still maintain a balance of at least fifty-three (53) hours of annual leave at the time of eligibility determination, whichever is less. The employee may elect to sell back less than the number of eligible hours which he/she is eligible to sell back, and must note the requested number of hours on the Annual Leave Sell- Back Request Form.
- c. Employees who meet the eligibility requirements above and desire to sell back leave must complete the Annual Leave Sell-Back Request Form and submit to Employee Services. All completed Annual Leave Sell-Back Request Forms must be received by Employee Services by 5:00 pm on November 1 of each year. Late requests will not be processed. If November 1 is a non-business day (e.g. holiday or weekend day), the Forms must be received by Employee Services by 5:00 pm on the next scheduled business day.
- d. The amount of the vacation sell-back shall be determined by multiplying the employee's desired number of sell-back hours by the employee's hourly regular rate as of the end of the pay period which includes November 1 each year, including SORT and Paramedic Incentives, if applicable. The County will withhold applicable taxes from the amount due to the employee.
- e. The vacation sell back amount shall be included in the employee's first paycheck in the month of December each year.
- f. Sold-back annual leave hours shall be deducted from the employee's annual leave balance when the leave payout takes place and will be unavailable for use by the employee.



4. The Union and the County agree that this Article, Annual Leave Sell-Back, is an experimental Article which shall only be in force for the 2010 calendar year. It is the intent of the parties that this Article shall sunset and terminate after the 2010 calendar year, and it shall not be in effect for the 2011 calendar year unless agreed to by both parties in writing either as an amendment to this contract, or in a new contract. Both parties waive any right that they may have to claim that this Article shall remain in force after the 2010 calendar year, whether or not this Contract remains in force beyond that time.

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ARTICLE 26

LABOR-MANAGEMENT COMMITTEE TEAM

There shall be a Labor Management Committee Team that shall have 6 members total (3 members designated by the Fire Chief and 3 designated by the Union President). Members of the team designated by the Fire Chief and Union President shall be appointed for an entire calendar year in order to assure continuity in the meetings. The Labor Management Team Committee shall meet quarterly, more or less often by mutual consent. The purpose of this Team Committee will be to discuss problems of mutual concern. This Team Committee will not address grievances nor will it discuss making changes to the terms or conditions of this contract. This Team Committee will provide an ongoing dialogue between management and the union. This will provide bargaining unit employees an avenue to express ideas concerns and help facilitate positive change within the department. The Fire Chief shall provide a secretary for the recording of minutes. These minutes shall be mailed to all participants and all stations within 15 days after the meeting. Time spent by bargaining unit members attending Labor Management Committee Team meetings shall not be compensated time; however, members shall be able to utilize union leave pool time if authorized by the bargaining unit.

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ARTICLE 27

PARAMEDIC FIELD TRAINING OFFICER

The County will create a Paramedic Field Training Officer assignment. To be eligible for the assignment, the employee must be:

1. Participating in the training of a LCFR Paramedic.
2. A Paramedic with LCFR for at least the two consecutive years prior to the assignment.
3. Approved by the Medical Director for the assignment.
4. Approved by the Public Safety Director or his designee for the assignment.



ARTICLE 28

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.

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4. This Agreement shall become effective upon ratification and shall remain in effect until September 30, 2011 unless this Agreement is extended pursuant to paragraph 2. For Fiscal Year 2010-11, up to two non-economic articles designated by each party may be reopened by providing notice in accordance and within the timeframe set forth in paragraph 2 of this Article. This Agreement supersedes all other agreements between the parties.

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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.

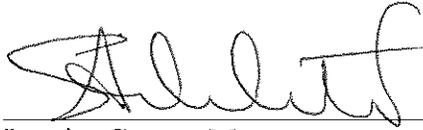
Hazardous Materials Technician certificate shall comply with IAFF Hazardous Materials 160.

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



SIGNATURE PAGE

FOR THE COUNTY



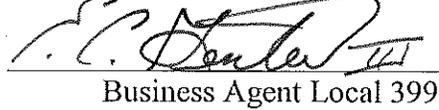
Interim County Manager

12/8/09
(Date)

FOR THE UNION



President Local 3990



Business Agent Local 3990

08 Dec. 2009
(Date)

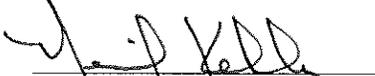
APPROVED BY THE LAKE COUNTY BCC



Chairman

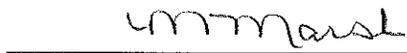
Feb 4, 2010
(Date)

ATTEST:



Neil Kelly, Clerk of the Board
of County Commissioners of Lake
County, Florida

Approved as to form and legality:



Melanie N. Marsh
Acting County Attorney

Tentatively approved _____, 2009
Union _____ County _____