

Agreement

Between



East Lake Tarpon

Special Fire Control District

and



I.A.F.F.

Local 1158

For Fiscal Years

2019-2020

2020-2021

2021-2022



Local 1158

**Our Mission is to work
Cooperatively with labor
and management to provide
cost effective, top quality
emergency services while
ensuring and improving the
safety and benefits for our
members.**

of Contents

<u>ARTICLE</u>	<u>NAME</u>	<u>PAGE</u>
	Mission Statement.....	i
	Table of Contents.....	ii-iv
	Preamble.....	1
1	Recognition.....	2
2	Representatives of Parties.....	3
3	Management Rights.....	4-5
4	Grievance Procedure.....	6-11
	Section 1 - Defined.....	6
	Section 2 – Procedure.....	6-9
	Step 1.....	7
	Step 2.....	7
	Step 3.....	7-8
	Step 4 Arbitration.....	8
	Grievance Flow Chart.....	8-9
	Section 3 – Access to Union Representative.....	9
	Section 4 – Time Limits Extension.....	9
	Section 5 – Time Spent by Union Representative.....	9
	Section 6 – Arbitrator Costs.....	9
	Section 7 – Administrative Hearing Procedure.....	9
	Section 8 – Discharge, Demotion and Suspension.....	9
	Section 9 – Time Limits defined.....	9-10
	Section 10 – Firefighter Bill of Rights.....	10
	Section 11 – Union Notification.....	10
	Grievance Form.....	11
5	No Strike.....	12
6	Union Representation.....	13
	Section 1 – Access.....	13
	Section 2 – Union Time off.....	13
7	Check off.....	14
8	No Discrimination.....	15
9	Holidays.....	16
	Section 1- Designated Holidays.....	16
	Section 2 – Holiday Compensation.....	16
	Section 3 - Floating Holidays.....	16-18
10	Vacation.....	19-21
	Section 1 – Accrual.....	19
	Section 2 – Holiday during Vacation.....	19
	Section 3 – Scheduling Vacations.....	19-20
	Section 4 – Conversion to Sick Leave.....	20
	Section 5 – Payment upon Separation.....	20

Table of Contents

ARTICLE	NAME	PAGE
10	Vacation and (cont.)	
	Section 6 – Vacation during First Year.....	20
	Section 7 – Incremental Use	20
	Section 8 – Vacation Year Defined.....	20-21
	Section 9 – Carry Over and Accrual Cap.....	21
11	Wages	22-26
	Section 1 – General Wage Increases.....	22
	Section 2 – Step Increases.....	22-23
	Section 3 – Certification Pays.....	23
	Section 4 – Wellness Program	23
	Section 5 – Education Incentive.....	23
	Section 6 – Longevity Pay	23
	Section 7 – Section 125 Provisions.....	23
	Section 8 - Pay Period.....	23
	Attachment 1 - 2019 - 2020 Pay Scales	24
	Attachment 2 - 2020 - 2021 Pay Scales	25
	Attachment 3 - 2021 - 2022 Pay Scales	26
12	Personnel Practices	27-43
	Section 1 - Pay Plan Administration.....	27-28
	Section 2 - Promotional Exams.....	29-32
	Section 3 - Promotional Lists.....	33
	Section 4 - Appointments.....	34
	Section 5 - Probation.....	35
	Section 6 - Seniority.....	36-37
	Section 7 - Sick Leave	38-41
	Section 8 - Sick Leave Incentive.....	42
	Section 9 – Right to Contribute Work	43
13	Posting of Agreement.....	44
14	Bulletin Boards	45
15	Work Schedule.....	46-51
	Section 1 – Work Schedule.....	46
	Section 2 – Right to Adjust Schedule	46
	Section 4 – Overtime Scheduling	46-48
	Section 5 – Swaps	48
	Section 6 - Call Back and Holdover	49
	Section 7 – Shift Transfers.....	49
	Section 8 – Fair Labor Standards and Payroll Periods	50
	Section 9 – Overtime Pay.....	50
16	Work Rules & Prevailing Rights	51
17	Seniority & Layoffs	52-53
18	EMT/Paramedics.....	54-55

Table of Contents

ARTICLE	NAME	PAGE
19	Injury and Death Pay.....	56-58
20	Leave of Absence.....	59
	Section 1 – Family Sick Leave	59
	Section 2 – Funeral Leave.....	59
	Section 3 – Military Leave.....	59
	Section 4 – Jury Leave.....	59
	Section 5 - Family Medical Leave Act	59
21	Employee Assistance Program (EAP)	60
22	Substance Abuse	61-67
	Supervisors Check list.....	67
23	Miscellaneous.....	68-76
	Section 1 - IAFF Pins.....	68
	Section 2- Court Time.....	68
	Section 3 - Mileage	68
	Section 4 - Safety Committee	68-69
	Section 5 - Pension.....	69
	Section 6 - Health Insurance Plan	69-70
	Section 7 – Damaged Personal Property.....	70-71
	Section 8 – Indemnification	71
	Section 9 – Uniforms	71-72
	Section 10 – Voting Time	72
	Section 11 – Smoking Policy	72-73
	Section 12 – Investigations	73-75
	Firefighter Bill of Rights.....	74-75
	Section 13 – Employee Agreements	76
	Section 14 – Disability Insurance	76
24	Amendments	77
25	Severability & Waiver	78
26	Agreement of the Parties.....	79
27	Duration, Modifications, Termination	80
	Signature Page.....	81

PREAMBLE

This Agreement is entered into by East Lake Tarpon Special Fire Control District hereinafter referred to as the “Employer” and Local 1158 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the “Union”, for the purpose of promoting harmonious relations between the Employer and the Union, to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the basic and full agreement between the parties concerning wages, rates of pay, and all other terms and conditions of employment.

ARTICLE 1
RECOGNITION

Section 1: The Employer recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, effective January 1, 1975, for the following agreed upon bargaining unit:

INCLUDED: Line Personnel (Lieutenants Paramedic/EMT and below)

EXCLUDED: Staff Personnel (Division Chief and above)

Section 2: Should the Employer establish new job classifications that are to be in the bargaining unit, the Employer, not less than 30 calendar days prior to staffing such classifications, will provide notice to the Union of the establishment of such classifications, and, if requested, bargain with the Union concerning wage rates and hours of employment of such classifications.

ARTICLE 2
REPRESENTATIVES OF PARTIES

Section 1: The Employer agrees that during the term of this Agreement, it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this Agreement. The Union agrees to notify the Employer of the name of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this contract. For the purpose of negotiations, the Union shall furnish the name and documentation of the authorized business agent to the Employer.

Section 2: Employees shall be permitted to communicate with the elected officials of the East Lake Tarpon Special Fire Control District Board of Commissioners. They shall not be restricted in addressing the Board during Board meetings or in any other manner whether in public or in private. Both sides agree that labor negotiations are regulated and specified according to Florida Statutes and the ability to communicate with board members shall not be used to take the place of such negotiations.

The parties agree that nothing contained in this section shall circumvent the terms and conditions contained in Article 4 of this Agreement.

If communication is in written or electronic form, all Board Members shall be copied on the correspondence.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1: Except as expressly limited by any specific provision of this Agreement the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, and from time to time re-determine the number, location and types of its various operations, functions and services, including but not limited:

To discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services, from or to, either in whole or in part, any of its departments or other divisions;

To select and direct the working force in accordance with requirements determined by the Employer;

To create, modify or discontinue jobs; to establish and change working rules and regulations;

To alter, vary or discontinue past practices; to create new job classifications;

To establish and change work schedules and assignments;

To transfer and/or promote employees;

To layoff, furlough, demote, or otherwise relieve employees from work for lack of work, lack of funds, or any other legitimate reason;

To suspend, discharge, demote, or otherwise discipline employees for just cause;

To subcontract; and otherwise to take any and all such measures as the Employer may determine to be necessary for the orderly and efficient operation of its various operations, functions and services.

Section 2: If in the sole discretion of the Employer it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this Agreement may be suspended by the Employer during the time of such declared emergency, provided that wage rates, overtime, and other monetary benefits shall not be suspended. The time limits for any grievances arising during the declared emergency shall not begin until the conclusion of the declaration, and any grievances which are in

process shall have the time limits tolled for the duration of the emergency. The time for such tolling or extension shall be the time from the declaration of the emergency until the time the Union is notified of the conclusion of the emergency.

Section 3: It is understood by the parties that every incidental duty with respect to the operations enumerated in position descriptions are not always specifically described and employees, at the discretion of the Employer, may be required to perform duties not within their position descriptions.

Section 4: The above rights of the Employer are not all-inclusive but indicate the type of matters or rights, which belong to or are inherent to the Employer.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 1: A grievance is defined as a complaint arising out of an alleged violation concerning wages, rates of pay and other items and conditions of employment covered by this Agreement. Employees serving their initial probationary period shall have access to the grievance procedure, except new employees shall have no right to challenge their discharge during their probationary period prior to completing one (1) year on the Department. In matters regarding discipline, discharge or evaluation, probationary employees, prior to completing their one (1) year on the Department, shall only have the right to grieve to the Step 3 level. In all other matters involving equal application of the contract provisions, probationary employees shall have full access to the grievance procedure.

Throughout this article a day shall be defined as a business day when the department's administrative office is open, except as noted in step **4**.

Section 2: An employee, group of employees, or the Union covered by this Agreement shall present the complaint within ten (10) days of the day on which the complaint arose in the following manner:

The written grievance should set forth the following:

1. A statement of the grievance and the facts upon which it is based.
2. The alleged violations of this Agreement.
3. The remedy or adjustment requested.
4. The signature(s) of the complainant(s).

Should the grievance be by a group, then one member may act as spokesperson,

Should the Grievance be a Union grievance then it shall be presented directly to the Chief at the Step **2** level.

Nothing in this procedure for Step 1 or any further step shall preclude an employee(s) from presenting their own grievance without Union representation, as provided for in Florida Statutes (Chapter 447). The Employer, however, shall inform the Union of any grievances pursued by employees without Union representation, and the Union shall have the right but not the obligation to attend and observe any meetings held at any step of the grievance process.

Step 1:

Firefighter Paramedic/EMT shall within ten (10) days of occurrence discuss the complaint with a Lieutenant Paramedic/EMT on duty with or without the presence of a steward. The Lieutenant Paramedic/EMT shall attempt to resolve the complaint and shall indicate in writing on a Departmental memo the date and result of the discussion. This initial complaint shall be reduced to writing on the proper grievance form if not resolved either during or within ten (10) days after the meeting with the Lieutenant Paramedic/EMT.

If a Lieutenant Paramedic/EMT is the grievant they shall **arrange to meet** within 10 days of the occurrence meet with a Division Chief and shall attempt to resolve the complaint and indicate in writing on a Departmental memo the date and result of the discussion prior to the formal written grievance in Step 2. The time limit of ten (10) days to proceed to Step 2 shall not begin until the Lieutenant Paramedic/EMT has met with a Division Chief.

Step 2:

If the Firefighter Paramedic/EMT complaint is not resolved within ten (10) days in Step 1, The Firefighter Paramedic/EMT, and/or the Union shall appeal the grievance in writing on the proper grievance form with the attached response from the Lieutenant Paramedic/EMT to the Division Chief or designee to which the Firefighter Paramedic/EMT is assigned within ten (10) days.

The Division Chief shall arrange to meet the grievant to discuss the grievance with the union representative and grievant(s) and give an answer in writing, on the proper grievance form within ten (10) days of receiving the written complaint by the grievant(s).

If the Lieutenant Paramedic/EMT complaint is not resolved within ten (10) days from the meeting between the Lieutenant Paramedic/EMT and the Division Chief, the Lieutenant Paramedic/EMT and/or the Union shall appeal the grievance in writing on the proper grievance form with the attached response from the Division Chief in Step 2.

Step 3:

If the complaint is not resolved in Step 2, the grievant(s) and/or the Union may appeal the grievance in writing on the proper grievance form to the Fire Chief within ten (10) days after having received the written answer from the Division Chief. The Fire Chief shall arrange to meet with the grievant(s) and/or the Union within ten (10) days of receiving the grievance. The Fire Chief shall give an answer within ten (10) days after meeting with the grievant(s).

The Union and the grievant shall be notified and permitted to speak at any meeting called to resolve the grievance. At any such meeting to discuss and respond to the grievance, the Union may designate a spokesperson, which shall be included on the agenda with permission to address the Board during public comment. Should the grievance be by the grievant only, he/she shall be permitted to address the Board; however, the union shall still be notified and permitted to speak on matters affecting the contract language.

Step 4

If the matter is not resolved as provided in Step 3, the employee(s) and/or the Union shall, within thirty (30) calendar days of receipt of the written response from Step 3, notify the Department of the intent to proceed to arbitration and may request a list of seven (7) arbitrators to be provided by the Federal Mediation and Conciliation Services from which, by mutual selection or striking, an Arbitrator shall be selected. Should striking be used, then a flip of the coin shall determine which party shall proceed with striking their first choice. The Arbitrator's decision shall be final and binding as provided by law. The Arbitrator's decision shall be given after having received the arbitration briefs from Employer and the Union. The Arbitrator may not substitute his/her judgment for that of the Department, nor add to, delete from or alter this contract.

GRIEVANCE FLOW CHART

Step 1	Grounds for Complaint and discussion with: Lieutenant Paramedic/EMT/ Division Chief	10 Days
Step 2	Division Chief Written	10 Days
Step 3	Fire Chief Written	10 Days
Step <u>4</u>	Arbitration	Within 30 days, notify of intent to Arbitrate

Section 3: An employee having a complaint shall be able to take up the matter with the Union Official during working hours, as long as it does not interfere with normal operations of the Employer.

Section 4: The time limits established in this Article may be extended by mutual consent of both parties; such agreement shall be reduced to writing and included in the documentation of the grievance.

Section 5: Time spent by Union officials and/or grievant(s) on their duty days in discussing

and processing grievances, as provided in this Article, shall not result in a loss of earnings or benefits. Such time shall be scheduled to not conflict with Employer activities or create hardship for the Employer.

Section 6: The costs of the arbitrator shall be borne equally by the parties, except that each party shall bear the costs of its attorneys and the cost of any transcripts desired by that party.

Section 7: Nothing contained herein shall prohibit the employee from utilizing the Administrative Hearing Procedure, as set forth in Florida Statutes Chapter 120 except that once an employee proceeds according to the steps in this Agreement; the employee shall not have access to that procedure for the resolution of the grievance. The employee shall make the selection in writing at Step 1.

Section 8: Grievance arising out of discharge, demotion or suspension shall be commenced within ten (10) days of the action giving rise to the grievance and shall be commenced in Step 2 of the grievance procedure unless the employee elects to use the Administrative Hearing Procedure.

Section 9: For purpose of computing time limits herein, all grievances filed at the First and/or Second Step must be filed with the Lieutenant Paramedic/EMT or the Division Chief of the shift to which the aggrieved employee(s) is/are assigned, and a day shall be considered to end at 11:59 p.m.

Submissions or answers shall be marked to indicate receipt noting both date and time. For the purposes of this article, the receiving party for the Employer is the person or position designated by the step involved. For the Union and or grievant, the representative/official is either Grievant or the Union's Department Vice President. The appropriate grievance form (found at the end of this article) shall be used for the Grievance Procedure, dates and times and receipt signatures shall be documented on the form.

Section 10: All procedures and discipline shall conform to the guidelines of the Firefighters' Bill of Rights in effect on the date the alleged violations occurred (Florida Statutes 112.80 to 112.84, see Article 23, Section 12). Once an investigation has been initiated by the Department, the employee and the Union shall be notified in writing, and the Department must give at least 48 hours notification to the employee and the Union of any meeting concerning such discipline.

Section 11: Nothing in this part shall be construed to prevent any employee from presenting, at any time, their own grievance in person or by legal counsel to the Employer, and having such grievances adjusted without the intervention of the bargaining agent if the adjustment is not inconsistent with the terms of the collective bargaining agreement, then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

East Lake Tarpon Special Fire Control District			Grievance No.	
Grievance Form			Date	
<small>Modified 9/16/2019</small>				
Name of Grievant(s)				
Date of Cause giving Rise to Grievance		Location of Alleged Violation		
Contract Article(s) and Section(s) of Alleged Violation				
Description of Alleged Violation <small>(Attach additional Sheets if necessary)</small>				
Remedy Sought				
Employee(s) signature (if Applicable)			Union Representative Signature (if Applicable)	
Step One File Date <small>Within 10 days of occurrence</small>	Step One Meeting Date <small>Contact within 10 days of filing</small>	Step One Response and Date <small>Within 10 days of meeting</small>	Lieutenant Signature <small>Attach response</small>	
	<small>Meeting Date</small>			
Step Two File Date <small>Within 10 days of occurrence or Step One response</small>	Step Two Meeting Date <small>Contact within 10 days of filing</small>	Step Two Response and Date <small>Within 10 days of meeting</small>	Division Chief Signature <small>Attach response</small>	
	<small>Meeting Date</small>			
Step Three File Date <small>Within 10 days of Step Two response</small>	Step Three Meeting Date <small>Contact within 10 days of filing</small>	Step Three Response and Date <small>Within 10 days of Step Three meeting</small>	Fire Chief Signature <small>Attach Response</small>	
	<small>Meeting Date</small>			
Grievance Resolved <small>(Check One)</small>	Level One ()	Level Two ()	Level Three ()	
Grievance Appealed to Arbitration	Date of Notification for Arbitration	Date List Received -	Date Arbitrator Selected -	Grievance Appealed to Arbitration

ARTICLE 5
NO STRIKE

Section 1: The Union and its members agree not to engage in a strike as defined in the Public Employee Relations Act, work stoppage, or other similar forms of interference with the operation of the Employer.

Section 2: Any employee who participates in or promotes a strike, work stoppage, or other similar form of interference with the operation of the Employer shall be subject to disciplinary action, up to and including discharge. The parties specifically incorporate herein the provisions of Florida Statutes 447.505, 447.507 and 447.509.

ARTICLE 6

UNION OFFICIALS

Section 1:-An employee having a grievance shall have the right to take the matter up with the Department Vice-President, or other Union Officer during working time, provided that neither the employee nor the Union Official may leave their assigned Fire Station without prior permission of the Division Chief, or above, and provided further, that the employee(s) and the Union Official shall not interfere with the normal operations of the Employer.

Section 2: The Union Department Vice-President shall upon request be granted up to 48 hours of time off duty annually for the purpose of attendance at union functions, conventions, or meetings. Requests shall be submitted to the Fire Chief's office at least 72 hours in advance.

ARTICLE 7
CHECK OFF

Section 1: Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues and uniform assessments. No authorization shall be allowed for the payment of initiation fees, special assessments or fines.

Section 2: The Union will initially notify the Employer as to the amount of dues and uniform assessments. Such notification will be certified to the Employer in writing signed by an authorized Officer of the Union. Changes in Union membership dues will be similarly certified to the Employer and shall be done at least one month in advance of the effective date of such change.

Section 3: Dues shall be deducted bi-weekly, and the funds deducted shall be remitted to the Treasurer of the Union bi-weekly. The Union will indemnify, defend and hold the Employer harmless against any claim made and against any suits instituted against the Employer on account of payroll deduction of Union dues.

Section 4. In the event an employee's salary earnings within any pay period, after deductions for withholding, pension or social security, health and/or other standard deductions, are not sufficient to cover dues, it will be the responsibility of the Union to collect its dues for that pay period from the employee.

ARTICLE 8
NO DISCRIMINATION

Section 1: The Employer and the Union specifically agree that the provisions of this Agreement be equally applicable to all employees covered herein without regard to race, color, religion, disability, sex, sexual orientation, national origin, membership or non-membership in any labor organization, or age, as provided by law.

ARTICLE 9
HOLIDAYS

Section 1: The following holidays shall be observed:

- | | |
|------------------------|------------------------|
| New Year’s Day | Veterans Day |
| Martin Luther King Day | Thanksgiving Day |
| Easter | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | New Year’s Day Eve |

Section 2: Holiday Compensation:

- A. All bargaining unit employees shall be compensated an additional ten (10) hours of pay at their regular rate of pay for each of the above Holidays whether worked or not as long as the employee is in a pay status.
- B. Employees actually working and in an Acting pay status on the day of the Holiday shall receive their compensation based on their acting pay status and rate.
- C. An employee is in a non-pay status if the employee has been suspended without pay or is on a leave without pay such as FMLA.
- D. Employee(s) in a Workers’ Compensation restricted duty, forty (40) hour status, shall not receive Holiday Pay but will receive the day off.

Section 3: Floating Holidays (Moved from Art 10, section 10)

- A. Each bargaining unit member may receive additional "floating holidays". Floating holidays shall be awarded at the beginning of each fiscal year, subject to the restrictions below. For such floating holidays the employee shall receive his/her regular rate of pay for such day if he/she does not work that day, but shall not receive additional compensation (acting pay). Any day for which an employee is scheduled to work may be designated as a floating holiday.

Floating Holidays will be awarded as follows:

FY 2019-2020 ; 2 days

FY 2020-2021: 2 days

FY 2021-2022: 2 days

- B.** Floating holidays shall be subject to the following requirements and conditions:
1. No bargaining unit member will utilize floating holidays until 30 calendar days after the date of hire.
 2. Any person employed between October 1 and March 31 shall receive 100% of floating holidays to be utilized during the year of hire; any person employed between April 1 and August 31 shall receive 50% of floating holidays to be utilized during the year of hire; persons employed after August 31 shall not be eligible for any floating holidays during the year of hire.
 3. Floating holidays may not be carried over from one calendar year to another calendar year and if not taken are forfeited except as provided in Paragraph D of this Section.
 4. Upon an employee's separation from the District, the employee may receive a lump sum payment for any remaining floating holiday balance per Paragraph D of this Section.
- C.** Floating holidays will be selected by seniority after all vacation days have been scheduled. Floating Holidays will be scheduled as 24 hours, for 56 hour employees. It is not necessary for an employee to schedule his/her floating holidays during the vacation selection process.
1. Any employee selecting floating holidays after the vacation selection process will give the District 48 hours' notice in writing of his/her request. This notice will be given to the Division Chief for approval based on vacation selection criteria. This permission shall not be arbitrarily withheld. In case more than one employee requests a particular day as a floating holiday and the District determines that both employees may not be off duty on that particular day, the senior employee shall be given preference.
 2. Floating Holidays may be scheduled even though another employee has scheduled a vacation day for the same day. Floating Holidays are to be considered and scheduled separately from vacation scheduling.
 3. Floating Holidays may not be scheduled on a Designated Holiday as referenced in Article 9 Section 1.

- D.** If the employee chooses not to take one or more floating holidays, the employee may make a written request to the Fire Chief on or before September 15th to receive 24 hours of regular pay for 56 hour week, or 8.0 hours of regular pay for 40-hour week in lieu thereof payable in the payroll period which includes September 30th. Any floaters not taken or requested for payment are forfeited.

ARTICLE 10
VACATIONS

Section 1: Employees on a 56 hour, variable work week schedule shall accrue vacation as follows:

1-3	Years -----	192 hours/year	7.385 hours/pay period
4-7	Years -----	216 hours/year	8.308 hours/pay period
8-11	Years ----	240 hours/year	9.231 hours/pay period
12-15	Years ----	264 hours/year	10.154 hours/pay period
16+	Years ----	288 hours/year	11.077 hours/pay period

Section 2: If a holiday occurs during a vacation period, the employee shall receive Holiday Pay at the applicable rate.

Section 3: Scheduling Vacations

- A. During the period of August 1 to September 15, vacations will be selected by the employees of each shift on the basis of seniority. The initial selection may be one full or partial shift or consecutive full shifts. After the first round of the vacation selection has finished, the list will again be circulated by seniority on the scheduling of additional days. This process shall be repeated until all selections have been made or passed. This shall be the primary selection process.
- B. All vacation days may be selected during the selection process; however, if an employee exercises their option to pass on scheduling these days, the employee may utilize the vacation request process thereafter. Permission for time off utilizing the request process shall not be arbitrarily withheld.
- C. After the completion of the selection process, should an employee elect to cancel a previously selected day or days, the employee may elect to give the bid selection to another employee on the same shift or return the bid day(s) to the general pool for selection. on a "first come, first served" basis.
- D. A Division Chief or designee shall approve the Vacation Leave Request submittal.
- E. Division Chiefs are not included in the Vacation Bid Process.
- F. Bargaining unit members will have one selection available for each shift day during the initial Vacation Bid process, and if not selected by a bargaining unit member the selection shall remain open. It cannot be closed by a non-bargaining unit member selecting those days or by the assignment of personnel to restricted

duty or other recognized leaves.

Section 4: Employees becoming sick or having a death in the family (as defined in Article 20 Section 2) while on vacation may use sick time or funeral leave for the period of illness or death provided the employee calls the Employer to notify such change of time. This period of time shall be credited back to the employee's vacation. Verification of sick or emergency leave will be completed as addressed in Articles 12 and 20 respectively.

Section 5: Any employee who is separated from service shall be compensated by check for all unused vacation time accumulated at the regular rate of pay at the time of the separation. Provided, however, that in the event an employee voluntarily leaves service, they shall not receive unused vacation pay if they give less than fourteen (14) calendar days notice of their intention to terminate their employment.

Section 6: Employees shall accrue vacation time from their date of employment.

- A. All employees shall accrue vacation time bi-weekly at a rate applicable to the number of years employed as described in Article 10, Section 1. Such accrual shall be credited by having the total accrual to that date posted on the employee's payroll record and reflected on the pay stub of each employee.
- B. Employees shall be eligible to use vacation time, after they have completed 1440 actual hours worked of employment, through the vacation request process.
- C. New employees shall accrue vacation and have it credited to them for their use, after the completion of the 1440 actual hours worked.

Section 7: Vacation time may be utilized in any increment of one half (1/2) hour or more.

Section 8: Vacation Leave

- A. Every regular employee who is compensated on a salaried or hourly rate basis shall be entitled to an annual vacation leave with pay at their regular salary or hourly rate in accordance with the provisions hereinafter set forth.
- B. Vacation year shall be measured from October 1st to September 30th of each fiscal year, and except as hereinafter provided, the vacation shall be deemed to have been earned in the previous year.

Section 9: Vacation Carry Over Every regular employee is allowed to carry over unused vacation as follows:

- A. Each employee shall take a minimum of 144 hours annual leave per year after the

year of hire.

- B.** All hours in excess of 264 hours shall be deducted from that individual's annual leave account at the end of the fiscal year (September 30th). The Fire Chief may allow an employee to exceed 264 hours on an individual basis but such extension shall be for a defined period of time not to exceed six (6) months. The intent of this paragraph is that an employee may accumulate more vacation time during the fiscal year but must use the time prior to September 30th of each year or lose the amount which exceeds 264 hours.

ARTICLE 11
WAGES

Section 1: It is the intent of the Union to negotiate, in good faith, for bargaining unit members' salaries. Negotiated wages for all members of the bargaining unit shall be shown on ATTACHMENTS of this contract, as indicated.

- A. For FY 2019-2020 there will be a one percent (1.0%) general wage increase

Wages shall be as shown in Appendix 1. Step increases shall continue as provided for in this agreement.

- B. For FY 2020-2021 there will be a one and one-quarter percent (1.25%) general wage increase.

Wages shall be as shown in Appendix 2. Step increases shall continue as provided for in this agreement.

- C. For FY 2021-2022 there will be a one and one-half percent (1.5%) general wage increase.

Wages shall be as shown in Appendix 3. Step increases shall continue as provided for in this agreement.

Section 2: Step Increases

- A. Step increases shall be given on an employee's anniversary date of hire until the employee attains Step 12.

- B. Should an employee change classification, (i.e; promote) the employee shall be placed into the same step in the corresponding pay scale as they occupied with their current pay scale. In addition they will retain their existing anniversary date.

(Example: a step 3 FF/PM promotes to Driver/Paramedic they would be placed at step 3 in the D/P pay scale).

- C. Any existing employee who has been promoted but whose step (because of that promotion) does not equate with their seniority shall be placed in the next higher step at the beginning of the third year of this agreement. **Any employee who has been promoted prior to this agreement shall have their seniority date adjusted to their original anniversary date.**

(Example: a step 5 Driver Paramedic has 8 years on the Department. On October 1, of 2021 they would be placed in Step 6 of the D/P pay scale and retain their existing anniversary date.)

Section 3: Certification Pays

A. Employees with the following Certifications shall be compensated an additional amount as described hereafter:

State Certified Fire Inspector	\$600.00 per year
*State Fire Officer 1 Certificate	\$600.00 per year Or:
*State Fire Officer II Certificate	\$900.00 per year Or:
*State Fire Officer III Certificate	\$1200.00 per year
* may only receive one certification pay for State Fire Officer	
State Fire Instructor Certificate (<u>one per employee</u>)	\$300.00 per year
National Registered EMT	\$100.00 per year
National Registered Paramedic	\$200.00 per year
State Pump Operator Certificate	\$600.00 per year
Wet Team Certification	\$600.00 per year
Peer Fitness Counselor	\$600.00 per year
Physical Fitness Award	\$250.00 per year (80% to 84.9%) \$500.00 per year (>85%)

NOTE: Must attain 80% or greater on their annual fitness evaluation per SOP 306. Testing for certification pay will be done once a year.

B. All Certification pay may be prorated by quarter for the current year that an employee completes the certification. All Certification pay shall be paid on the last pay period prior to September 30 of each year.

Section 4: The employer will provide the employees a wellness program that is determined by the employer.

Section 5: The Employer shall match the Florida State Educational incentive program for an A.S. /A.A. and/or B. S. /B.A. degree as defined by the State of Florida.

Section 6: The Employer shall continue the current Longevity Award program as referenced in Employer's SOPs revised November 2000. This Longevity Award shall be distributed the first pay period in November.

Section 7: Employer agrees to participate in any applicable IRS Code Section 125 programs.

Section 8: The Pay period will be a two week period from 0730 Monday to 0729 on the second Monday following. Pay checks will be issued the Friday following the end of each pay period.

Appendix 1

1.0% GWI 2019-2020

	FF/EMT					FF/P			
Step	Annual	Step %	Biweekly	56 Hrly		FF/P	Step %	Biweekly	56 Hrly
1	\$47,751.49		\$1,836.60	\$15.9704		\$52,527.12		\$2,020.27	\$17.5676
2	\$50,139.07	5.0000%	\$1,928.43	\$16.7689		\$55,153.47	5.0000%	\$2,121.29	\$18.4460
3	\$52,646.02	5.0000%	\$2,024.85	\$17.6074		\$57,911.14	5.0000%	\$2,227.35	\$19.3683
4	\$54,751.86	4.0000%	\$2,105.84	\$18.3117		\$60,227.60	4.0000%	\$2,316.45	\$20.1430
5	\$56,941.93	4.0000%	\$2,190.07	\$19.0441		\$62,636.69	4.0000%	\$2,409.10	\$20.9487
6	\$59,219.61	4.0000%	\$2,277.68	\$19.8059		\$65,142.16	4.0000%	\$2,505.47	\$21.7867
7	\$61,588.39	4.0000%	\$2,368.78	\$20.5981		\$67,747.85	4.0000%	\$2,605.69	\$22.6581
8	\$63,436.05	3.0000%	\$2,439.85	\$21.2161		\$69,780.28	3.0000%	\$2,683.86	\$23.3379
9	\$65,339.13	3.0000%	\$2,513.04	\$21.8526		\$71,873.69	3.0000%	\$2,764.37	\$24.0380
10	\$67,299.29	3.0000%	\$2,588.43	\$22.5081		\$74,029.89	3.0000%	\$2,847.30	\$24.7592
11	\$69,318.27	3.0000%	\$2,666.09	\$23.1834		\$76,250.79	3.0000%	\$2,932.72	\$25.5019
12	\$71,397.82	3.0000%	\$2,746.07	\$23.8789		\$78,538.32	3.0000%	\$3,020.70	\$26.2670
Step	D/EMT	1.097250	Biweekly	Hourly		D/P	1.097250	Biweekly	Hourly
1	\$52,395.32		\$2,015.20	\$17.5235		\$57,635.38		\$2,216.75	\$19.2760
2	\$55,015.09	5.0000%	\$2,115.97	\$18.3997		\$60,517.15	5.0000%	\$2,327.58	\$20.2398
3	\$57,765.85	5.0000%	\$2,221.76	\$19.3197		\$63,543.01	5.0000%	\$2,443.96	\$21.2518
4	\$60,076.48	4.0000%	\$2,310.63	\$20.0925		\$66,084.73	4.0000%	\$2,541.72	\$22.1019
5	\$62,479.55	4.0000%	\$2,403.06	\$20.8962		\$68,728.13	4.0000%	\$2,643.39	\$22.9860
6	\$64,978.72	4.0000%	\$2,499.18	\$21.7320		\$71,477.24	4.0000%	\$2,749.12	\$23.9054
7	\$67,577.87	4.0000%	\$2,599.15	\$22.6013		\$74,336.33	4.0000%	\$2,859.09	\$24.8616
8	\$69,605.21	3.0000%	\$2,677.12	\$23.2793		\$76,566.42	3.0000%	\$2,944.86	\$25.6075
9	\$71,693.36	3.0000%	\$2,757.44	\$23.9777		\$78,863.41	3.0000%	\$3,033.21	\$26.3757
10	\$73,844.17	3.0000%	\$2,840.16	\$24.6970		\$81,229.32	3.0000%	\$3,124.20	\$27.1670
11	\$76,059.49	3.0000%	\$2,925.37	\$25.4380		\$83,666.20	3.0000%	\$3,217.93	\$27.9820
12	\$78,341.28	3.0000%	\$3,013.13	\$26.2011		\$86,176.18	3.0000%	\$3,314.47	\$28.8215
Step	LT/EMT	1.16986	Biweekly	Hourly		LT/P	1.13486	Biweekly	Hourly
1	\$61,295.12		\$2,357.50	\$20.5000		\$65,407.99		\$2,515.69	\$21.8756
2	\$63,746.92	4.0000%	\$2,451.80	\$21.3200		\$68,024.31	4.0000%	\$2,616.32	\$22.7506
3	\$66,296.80	4.0000%	\$2,549.88	\$22.1728		\$70,745.29	4.0000%	\$2,720.97	\$23.6606
4	\$68,948.67	4.0000%	\$2,651.87	\$23.0598		\$73,575.10	4.0000%	\$2,829.81	\$24.6071
5	\$71,706.62	4.0000%	\$2,757.95	\$23.9821		\$76,518.10	4.0000%	\$2,943.00	\$25.5913
6	\$73,857.82	3.0000%	\$2,840.69	\$24.7016		\$78,813.65	3.0000%	\$3,031.29	\$26.3591
7	\$76,073.56	3.0000%	\$2,925.91	\$25.4427		\$81,178.06	3.0000%	\$3,122.23	\$27.1499
8	\$78,355.77	3.0000%	\$3,013.68	\$26.2059		\$83,613.40	3.0000%	\$3,215.90	\$27.9643
9	\$80,706.44	3.0000%	\$3,104.09	\$26.9921		\$86,121.81	3.0000%	\$3,312.38	\$28.8033
10	\$83,127.63	3.0000%	\$3,197.22	\$27.8019		\$88,705.46	3.0000%	\$3,411.75	\$29.6674
11	\$85,621.46	3.0000%	\$3,293.13	\$28.6359		\$91,366.62	3.0000%	\$3,514.10	\$30.5574
12	\$88,190.10	3.0000%	\$3,391.93	\$29.4950		\$94,107.61	3.0000%	\$3,619.52	\$31.4741

Appendix 2

1.25% GWI

2020-2021

	FF/EMT				FF/P			
Step	Annual	Step %	Biweekly	56 Hrly	Annual	Step %	Biweekly	56 Hrly
1	\$48,348.38		\$1,859.55	\$16.1700	\$53,183.70		\$2,045.53	\$17.7872
2	\$50,765.80	5.0000%	\$1,952.53	\$16.9785	\$55,842.89	5.0000%	\$2,147.80	\$18.6766
3	\$53,304.09	5.0000%	\$2,050.16	\$17.8275	\$58,635.03	5.0000%	\$2,255.19	\$19.6104
4	\$55,436.26	4.0000%	\$2,132.16	\$18.5406	\$60,980.44	4.0000%	\$2,345.40	\$20.3948
5	\$57,653.71	4.0000%	\$2,217.45	\$19.2822	\$63,419.65	4.0000%	\$2,439.22	\$21.2106
6	\$59,959.86	4.0000%	\$2,306.15	\$20.0535	\$65,956.44	4.0000%	\$2,536.79	\$22.0590
7	\$62,358.25	4.0000%	\$2,398.39	\$20.8556	\$68,594.70	4.0000%	\$2,638.26	\$22.9414
8	\$64,229.00	3.0000%	\$2,470.35	\$21.4813	\$70,652.54	3.0000%	\$2,717.41	\$23.6296
9	\$66,155.87	3.0000%	\$2,544.46	\$22.1257	\$72,772.11	3.0000%	\$2,798.93	\$24.3385
10	\$68,140.54	3.0000%	\$2,620.79	\$22.7895	\$74,955.27	3.0000%	\$2,882.89	\$25.0687
11	\$70,184.75	3.0000%	\$2,699.41	\$23.4732	\$77,203.93	3.0000%	\$2,969.38	\$25.8207
12	\$72,290.29	3.0000%	\$2,780.40	\$24.1774	\$79,520.04	3.0000%	\$3,058.46	\$26.5953
Step	D/EMT	1.097250	Biweekly	Hourly	D/P	1.097250	Biweekly	Hourly
1	\$53,050.27		\$2,040.39	\$17.7426	\$58,355.82		\$2,244.45	\$19.5170
2	\$55,702.78	5.0000%	\$2,142.41	\$18.6297	\$61,273.61	5.0000%	\$2,356.68	\$20.4928
3	\$58,487.92	5.0000%	\$2,249.54	\$19.5612	\$64,337.29	5.0000%	\$2,474.51	\$21.5175
4	\$60,827.44	4.0000%	\$2,339.52	\$20.3436	\$66,910.79	4.0000%	\$2,573.49	\$22.3782
5	\$63,260.54	4.0000%	\$2,433.10	\$21.1574	\$69,587.23	4.0000%	\$2,676.43	\$23.2733
6	\$65,790.96	4.0000%	\$2,530.42	\$22.0037	\$72,370.71	4.0000%	\$2,783.49	\$24.2042
7	\$68,422.59	4.0000%	\$2,631.64	\$22.8838	\$75,265.53	4.0000%	\$2,894.83	\$25.1724
8	\$70,475.27	3.0000%	\$2,710.59	\$23.5703	\$77,523.50	3.0000%	\$2,981.67	\$25.9276
9	\$72,589.53	3.0000%	\$2,791.90	\$24.2774	\$79,849.21	3.0000%	\$3,071.12	\$26.7054
10	\$74,767.22	3.0000%	\$2,875.66	\$25.0058	\$82,244.69	3.0000%	\$3,163.26	\$27.5066
11	\$77,010.24	3.0000%	\$2,961.93	\$25.7559	\$84,712.03	3.0000%	\$3,258.15	\$28.3318
12	\$79,320.54	3.0000%	\$3,050.79	\$26.5286	\$87,253.38	3.0000%	\$3,355.90	\$29.1817
Step	LT/EMT	1.16986	Biweekly	Hourly	LT/P	1.13486	Biweekly	Hourly
1	\$62,061.31		\$2,386.97	\$20.7563	\$66,225.59		\$2,547.14	\$22.1490
2	\$64,543.75	4.0000%	\$2,482.45	\$21.5865	\$68,874.61	4.0000%	\$2,649.02	\$23.0350
3	\$67,125.51	4.0000%	\$2,581.75	\$22.4500	\$71,629.60	4.0000%	\$2,754.98	\$23.9564
4	\$69,810.53	4.0000%	\$2,685.02	\$23.3480	\$74,494.79	4.0000%	\$2,865.18	\$24.9146
5	\$72,602.95	4.0000%	\$2,792.42	\$24.2819	\$77,474.58	4.0000%	\$2,979.79	\$25.9112
6	\$74,781.05	3.0000%	\$2,876.19	\$25.0104	\$79,798.82	3.0000%	\$3,069.19	\$26.6886
7	\$77,024.48	3.0000%	\$2,962.48	\$25.7607	\$82,192.78	3.0000%	\$3,161.26	\$27.4892
8	\$79,335.21	3.0000%	\$3,051.35	\$26.5335	\$84,658.57	3.0000%	\$3,256.10	\$28.3139
9	\$81,715.27	3.0000%	\$3,142.90	\$27.3295	\$87,198.33	3.0000%	\$3,353.78	\$29.1633
10	\$84,166.73	3.0000%	\$3,237.18	\$28.1494	\$89,814.28	3.0000%	\$3,454.40	\$30.0382
11	\$86,691.73	3.0000%	\$3,334.30	\$28.9939	\$92,508.70	3.0000%	\$3,558.03	\$30.9394
12	\$89,292.48	3.0000%	\$3,434.33	\$29.8637	\$95,283.96	3.0000%	\$3,664.77	\$31.8675

Appendix 3

1.5% GWI					2021-2022			
Step	FF/EMT				FF/P			
Step	Annual	Step %	Biweekly	56 Hrly	Annual	Step %	Biweekly	56 Hrly
1	\$49,073.61		\$1,887.45	\$16.4126	\$53,981.46		\$2,076.21	\$18.0540
2	\$51,527.29	5.0000%	\$1,981.82	\$17.2332	\$56,680.53	5.0000%	\$2,180.02	\$18.9567
3	\$54,103.65	5.0000%	\$2,080.91	\$18.0949	\$59,514.56	5.0000%	\$2,289.02	\$19.9045
4	\$56,267.81	4.0000%	\$2,164.15	\$18.8187	\$61,895.15	4.0000%	\$2,380.58	\$20.7007
5	\$58,518.51	4.0000%	\$2,250.71	\$19.5714	\$64,370.95	4.0000%	\$2,475.81	\$21.5287
6	\$60,859.26	4.0000%	\$2,340.74	\$20.3543	\$66,945.79	4.0000%	\$2,574.84	\$22.3899
7	\$63,293.62	4.0000%	\$2,434.37	\$21.1684	\$69,623.62	4.0000%	\$2,677.83	\$23.2855
8	\$65,192.43	3.0000%	\$2,507.40	\$21.8035	\$71,712.32	3.0000%	\$2,758.17	\$23.9841
9	\$67,148.21	3.0000%	\$2,582.62	\$22.4576	\$73,863.69	3.0000%	\$2,840.91	\$24.7036
10	\$69,162.64	3.0000%	\$2,660.10	\$23.1313	\$76,079.60	3.0000%	\$2,926.14	\$25.4447
11	\$71,237.52	3.0000%	\$2,739.90	\$23.8253	\$78,361.99	3.0000%	\$3,013.92	\$26.2080
12	\$73,374.65	3.0000%	\$2,822.10	\$24.5400	\$80,712.84	3.0000%	\$3,104.34	\$26.9943
Step	D/EMT	1.097250	Biweekly	Hourly	D/P	1.097250	Biweekly	Hourly
1	\$53,846.02		\$2,071.00	\$18.0087	\$59,231.16		\$2,278.12	\$19.8098
2	\$56,538.32	5.0000%	\$2,174.55	\$18.9091	\$62,192.72	5.0000%	\$2,392.03	\$20.8002
3	\$59,365.24	5.0000%	\$2,283.28	\$19.8546	\$65,302.35	5.0000%	\$2,511.63	\$21.8403
4	\$61,739.85	4.0000%	\$2,374.61	\$20.6488	\$67,914.45	4.0000%	\$2,612.09	\$22.7139
5	\$64,209.45	4.0000%	\$2,469.59	\$21.4747	\$70,631.04	4.0000%	\$2,716.58	\$23.6224
6	\$66,777.82	4.0000%	\$2,568.38	\$22.3337	\$73,456.27	4.0000%	\$2,825.24	\$24.5673
7	\$69,448.93	4.0000%	\$2,671.11	\$23.2271	\$76,394.52	4.0000%	\$2,938.25	\$25.5500
8	\$71,532.40	3.0000%	\$2,751.25	\$23.9239	\$78,686.35	3.0000%	\$3,026.40	\$26.3165
9	\$73,678.37	3.0000%	\$2,833.78	\$24.6416	\$81,046.94	3.0000%	\$3,117.19	\$27.1060
10	\$75,888.73	3.0000%	\$2,918.80	\$25.3808	\$83,478.36	3.0000%	\$3,210.71	\$27.9192
11	\$78,165.39	3.0000%	\$3,006.36	\$26.1423	\$85,982.71	3.0000%	\$3,307.03	\$28.7568
12	\$80,510.35	3.0000%	\$3,096.55	\$26.9265	\$88,562.18	3.0000%	\$3,406.24	\$29.6195
Step	LT/EMT	1.16986	Biweekly	Hourly	LT/P	1.13486	Biweekly	Hourly
1	\$62,992.23		\$2,422.78	\$21.0676	\$67,218.98		\$2,585.35	\$22.4813
2	\$65,511.91	4.0000%	\$2,519.69	\$21.9103	\$69,907.73	4.0000%	\$2,688.76	\$23.3805
3	\$68,132.39	4.0000%	\$2,620.48	\$22.7868	\$72,704.05	4.0000%	\$2,796.31	\$24.3157
4	\$70,857.69	4.0000%	\$2,725.30	\$23.6982	\$75,612.21	4.0000%	\$2,908.16	\$25.2884
5	\$73,692.00	4.0000%	\$2,834.31	\$24.6462	\$78,636.70	4.0000%	\$3,024.49	\$26.2999
6	\$75,902.76	3.0000%	\$2,919.34	\$25.3855	\$80,995.80	3.0000%	\$3,115.22	\$27.0889
7	\$78,179.84	3.0000%	\$3,006.92	\$26.1471	\$83,425.67	3.0000%	\$3,208.68	\$27.9016
8	\$80,525.24	3.0000%	\$3,097.12	\$26.9315	\$85,928.45	3.0000%	\$3,304.94	\$28.7386
9	\$82,941.00	3.0000%	\$3,190.04	\$27.7395	\$88,506.30	3.0000%	\$3,404.09	\$29.6008
10	\$85,429.23	3.0000%	\$3,285.74	\$28.5716	\$91,161.49	3.0000%	\$3,506.21	\$30.4888
11	\$87,992.10	3.0000%	\$3,384.31	\$29.4288	\$93,896.33	3.0000%	\$3,611.40	\$31.4035
12	\$90,631.86	3.0000%	\$3,485.84	\$30.3117	\$96,713.21	3.0000%	\$3,719.74	\$32.3456

Article/Version	District TA	Date	Union TA	Date
Article 12 Personnel Practices Section 1 Pay Plan Union 1				

ARTICLE 12
PERSONNEL PRACTICES

Section 1: Pay Plan

A. Placement in the Pay Plan

1. New Firefighter/Paramedics and new Firefighter/EMTs shall be placed in the pay plan at step 1 and in the classification in which they were hired.
2. All employees as a result of promotion shall be placed in the same step in the new classification as the step he or she is in, in their current position. They shall maintain their current anniversary date for step advancement. In addition, all employees who were promoted and placed in a lower step due to the previous rule shall be advanced an additional step at the beginning of the 3rd year of this agreement and their anniversary date will be adjusted to their original date of hire.

B. Acting Time

1. When an employee is assigned in an Acting capacity to a higher position, the employee shall be paid an additional pay above the employee’s regular shift rate of pay for all hours actually worked in that position. Acting pay shall be paid as wages during the pay period they are actually earned.
 - a. A Firefighter Paramedic/EMT acting as a Driver Engineer Paramedic/EMT will be paid 7.5% above their regular shift rate of pay.
 - b. A Firefighter PM/EMT or Driver Engineer PM/EMT acting as a Lieutenant Paramedic/EMT shall be paid 7.5% above their regular shift rate of pay.
 - c. A Lieutenant Paramedic/EMT acting as a District Chief Paramedic/EMT shall be paid 10.0% above their regular shift rate of pay.
2. Employees shall be selected for Acting time based on qualifications unless paragraph 3 below applies. The employee with the greatest seniority in the

station, in which the Acting time exists, shall be given preference. The least senior qualified employee shall fill the position if declined by senior qualified employees. Should more than one employee have the same department seniority, time in grade shall prevail. The Employer may move employees from one station to another (on the shift in which the Acting time exists) to maintain staffing levels or when a qualified employee is unavailable in the station needing the Acting position. Changes may be made by the Division Chief as needed

3. Any acting position that is anticipated to extend for 30 calendar days or more (excluding regularly scheduled vacations) shall be offered to the highest rated employee on the applicable promotional list. Should that employee decline the position then it shall be offered to the second highest rated and so on. If there is no current promotional list it shall be offered to the most senior qualified employee, then the next senior and so on. Should no employee agree to accept the position then the least senior qualified employee shall be assigned to the acting position. "Qualified Employee" is defined for this article as meeting acting qualifications for the position as defined in department SOP. Such assignments shall not cause any previously scheduled vacation time for the employee filling an acting position to be altered.

Section 2: Promotional Exams

This section applies to promotions to all positions of Line Personnel.

- A. Promotional examinations may be held by an outside agency, or may consist of an examining board made up of Fire Officers from other departments. If an examining Board is used it shall consist of officers selected with input from the Department Union Vice-President. However, the Fire Chief will have the final decision as to the make-up of the Board. In the event of a vacancy in a promotional position, the Fire Chief or designee will contact an agency within thirty (30) calendar days or form a Board within sixty (60) calendar days. Examinations will be held on the date and time agreed to by the agency and the Fire Chief, but not to exceed one hundred twenty (120) calendar days after the vacancy, if possible.
- B. Each announcement of a promotional examination shall state:
1. The title of the class.
 2. The nature of the work to be performed.
 3. The minimal qualifications which may be required for admission to the examination.
 4. The general scope of the test to be used.
- C. **Eligibility**
1. Eligibility for promotional examinations may be restricted to employees in designated lower classes. Such employees shall be required to have completed their probationary period in at least one of the lower classes designated and have been certified to regular status in said lower class and/or to have had such length of experience in the lower class or classes as may in the judgment of the Fire Chief be deemed appropriate for the particular examination.
 2. An eligibility list shall be maintained indicating those eligible to take the examination. The list may contain all of the candidates which have completed the educational requirements and also completed the length of service requirement or who will complete the length of service requirement during the length of the promotional list.

D. Disqualification of Applicants

The Fire Chief may reject the application of any person for admission to any examination or refuse to examine any applicant or to certify the name of an eligible candidate for appointment if:

1. The applicant fails to meet the established qualification requirements for the position; or
2. The application was not filed on or before the closing date for receipt of applications specified in the public announcement; or
3. The applicant has made a false statement as to any material fact or has practiced or attempted to practice deception or fraud in the application or in securing eligibility or appointment. This provision shall be interpreted to include the use of any other than the applicant's legal name in making application; or
4. The applicant has been found or pled guilty or 'no contest' to a crime punishable as a felony or misdemeanor involving dishonesty while employed at East Lake Tarpon Special Fire Control District.

Any person, who by the order of the Fire Chief, is denied permission to complete any examination, or whose eligibility is canceled under the provision of this section, may make a written appeal to the Board of Commissioners for a final decision.

E. Scope and Character of Examination

1. Provisions applying to promotional exams:
 - a. All examinations shall be competitive.
 - b. All examinations shall be of such character as to fairly determine the qualifications, fitness and ability of applicants to perform the duties of the position to which appointment is to be made.
 - c. Examinations may be assembled or unassembled and may be written, oral, physical or performance, or a combination of these types. They shall take into consideration such factors including (experience, education, aptitude, capacity, knowledge, character, physical fitness and other qualifications) as,

in the judgment of the Fire Chief, enter into the determination of the relative fitness of the applicants, and may include inquiry into moral character, or any other pertinent information of the applicant.

- d. No test or question in any examination shall be so framed as to call for or lead to disclosure of any information concerning any political or religious affiliations, preferences or opinions.
2. Any promotional examination may include any combination of the factors listed in subsection (1) above.
3. Longevity credit will be granted to the candidate prior to the computation of the final test grade. One half-point credit will be added for each full year of Department service up to a maximum of five (5) points.

F. Rating of Examinations

1. The earned credit rating of each candidate shall be determined by the weighted average of earned credit ratings, according to the weights established and published or announced by the Fire Chief or designee, before the examination. When providing credit ratings for Promotional candidates for Driver Engineer or Lieutenant Paramedic/EMT, the following will apply; one half ($\frac{1}{2}$) credit will be provided to a candidate for each full year of Acting Driver Engineer or Acting Lieutenant Paramedic/EMT respectively up to a maximum of five (5) points. To be eligible for this credit, the employee must have actually acted as a Driver Engineer or Lieutenant Paramedic/EMT during the one year period. A full year shall be a one year period (365 days) counting back from the date of the announcement of the examination. The Fire Chief shall establish the minimum-passing grade for any examination. When properly authorized and published or announced before the examination, such minimum passing grade shall be deemed to be included herein and made part hereof.
2. Where it is stated in the announcement that an applicant, to become eligible, must attain a specified acceptable rating in any written or performance test, the remaining test(s) need not be given to any candidate who is found not to meet such requirement, and if given, need not be rated.

3. **Notification of Results**

Each candidate shall be notified in writing of their name being placed on an eligibility list or their failure to attain a place on the list. Any candidate may, within fifteen (15) calendar days following the mailing date of notice of the results, request permission to review their examination with the Fire Chief or designee, and will be given reasonable opportunity to do so.

H. Appeals from Ratings

Any candidate may, within fifteen (15) calendar days from the date of initial review, but in no event later than thirty (30) days after the posting of employment list resulting from such test, notify the Fire Chief in writing that a suspected error exists. The Fire Chief shall thereupon cause a review of such rating to be made. If upon review, errors other than errors of judgment exist which affect the candidates rating are found, such errors shall be corrected. In the event such review discloses errors affecting the rating of other candidates, the ratings of the other candidates shall also be corrected.

Section 3: Promotional Lists

- A.** Promotion and original Appointment Lists - The names of all employees who may be appointed and who shall have attained a passing grade on any promotional examination shall be placed on the promotional list in the order of their final grade. The names of two or more eligible employees having the same final grade shall be placed on the list by arranging the names by employee personnel number from lowest number (higher seniority) to highest number (lower seniority). The Fire Chief shall publish a list of candidates no later than 30 days after the final date of testing. The test scores shall be time stamped, initialed and posted by the Fire Chief.
- B.** Those personnel who have not completed all requirements either course/certification work or the required length of service, but will probably do so within a short time after the examination (up to 1 year), and who have successfully completed the examination process, shall also be placed on the list with a notation of their date of full eligibility. However, they cannot be promoted until after they have completed all eligibility requirements.

Section 4: Appointments

- A. "Rule of Three:" Upon the vacancy of a position of which an active promotional list exists, the Fire Chief shall select any one of the top three candidates listed on the promotional list. Once a candidate is selected from the top three candidates, the next name on the list will be added to the remaining two candidates and the three will become the top three candidates to be chosen from for the next appointment. This same process will continuously repeat.
- B. Any promotions shall raise the employee's base pay as indicated in Section 1 of this article.
- C. Duration of Lists
All promotional eligible lists shall be established for a period of two (2) years from the date the Employer publishes the list of scores.
- D. Counseling of Passed Over Employees
Employer may counsel with any employee who is passed over by another candidate on the promotion list in written format.

Section 5: Probationary Periods For New Hires and Promoted Employees

- A. Probationary period for all entry positions shall be for one (1) year from date of hire.
- B. Promotional period shall be for six (6) months from date of promotion.
- C. Employees will have written appraisals completed by their immediate supervisor at ninety (90) day intervals. The appraisal shall be forwarded to the Fire Chief for review and signature.
- D. Before or at the expiration of the probationary period of any entry or promotional employee, the Fire Chief may, by presenting to the employee reasons for such action, in writing, dismiss an employee serving an entry probationary period. In the case of a promoted employee, the employee shall be returned to their former position. Any employee who has completed the prescribed probationary period without having been dismissed or returned to their former position shall be deemed to have attained regular status in their class position.

Section 6: Seniority**A. Definition**

Seniority is hereby defined as the length of continuous service in employment, with Employer, except as applied to vacation preference, promotions, layoffs, and assignments.

B. How Measured

1. In the event two or more employees have the same seniority computation date, the employee whose first letter of their last name is closest to the letter "A" at the time of hire shall have more seniority.
2. The seniority list on the date of this Agreement shall reflect names, job titles and seniority computation dates of all employees.
3. The Employer will maintain a current seniority list at all times and will provide the Union with copies of such list in January of each year.
4. Emergency, provisional, seasonal and temporary employees shall not accumulate seniority during any period of such employment.

C. Continuous Service

Continuous service shall mean employment with Employer without interruption or break; except that the following shall not be considered as breaks in employment:

1. Leaves of absence or time off with compensation granted pursuant to this Agreement.
2. Layoffs for lack of work, lack of funds, abolition of positions, or because of material changes in duties or organization, not exceeding one (1) year in length, followed by reinstatement or by appointment from the re-employment list. The length of any such layoff shall not be deducted from the length of continuous service in computing seniority.
3. Suspensions in accordance with the Agreement. The length of any such suspensions shall be deducted from the length of continuous service in computing seniority unless the suspension is overturned.
4. Dismissals or suspensions subsequently withdrawn or modified by the Fire Chief or by action of the Board of Commissioners in accordance with this Agreement. The length of such separation shall not be deducted from the length of continuous service in computing seniority.

5. Resignations subsequently withdrawn with the approval of the Fire Chief within six (6) months after acceptance, followed by reinstatement or appointment from the reemployment list, provided that actual time of resignation shall be deducted from length of continuous service in computing seniority.

D. Uses:

In addition, to the circumstances and conditions wherein by the provisions of this Agreement, seniority has been determined to be the controlling factor. Seniority shall also be given reasonable consideration in determining the order of layoff, the order of the names on a reemployment list, and in promotions in accordance with the rules governing those procedures.

Section 7: Sick Leave

A. Members of the bargaining unit shall accrue sick leave in accordance with the following schedule below:

<u>Pay Period Hrs.</u>	<u>Sick Leave per Pay Period</u>	<u>Yearly Hrs.</u>
80	4.62 hrs.	120
112	5.54 hrs.	144

B. Sick leave may be accumulated without limit for each pay period the employee actually works, which shall be deemed to include actual work and periods when the employee is using accumulated sick leave, workers' compensation injury leave, holidays or vacation with pay. Employees shall not accrue sick leave during any other period of time when they are in a non-paid status.

C. All accumulated unused sick leave shall be credited to employee(s) recalled from a layoff, appointed from a reemployment or returning from an approved leave of absence.

D. In the event an employee has been separated and paid for accumulated unused sick leave as hereinafter provided, or has been dismissed for cause and subsequently re-employed by the Employer, then subsequent sick leave accumulations shall be calculated as a new employee.

E. Under the provisions of this section, an employee may utilize their sick leave for absences from duty on any of their regularly scheduled work days for the number of regular hours they would otherwise have been scheduled to work on that day had such absence not occurred.

F. Sick Leave may be used only for absences:

1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control; for example, medication prescribed by a physician, which causes the employee to be unable to work;
2. Necessitated by exposure to contagious disease, in which the health of others would be endangered by the employee's attendance on duty;
3. Due to dental appointments, physical examinations, or other personal sickness prevention measures, the scheduling of which at times other than during regular working hours is impossible or unreasonable. The employee shall provide proof

of appointment attendance;

4. Due to illness of a member of the employee's "Immediate Family" which requires their personal care and attention. The term "Immediate Family" as used in this paragraph includes any relative or domestic partner residing in the member's residence, spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, grandparents, grandson, granddaughter.

The term domestic partner as used in this Article means a person with whom the employee has shared a primary residence continuously for at least the past six months and who is not related by blood; who is not legally married to another person; and who has entered into a relationship with the employee which is the functional equivalent of marriage (i.e. Intimacy, fidelity, mutual support. joint responsibility for each other's welfare and the necessities of life).

5. If an employee is under a Doctor's care or if a member of the employee's "Immediate Family" is under a doctor's care, and the doctor certifies that the employee's personal care and/or attention is required, said time of absence shall not be considered grounds for any discipline provided that Personal sick leave is not used in excess of accumulated sick leave as provided for in Section I of this Article.
6. An employee may utilize up to two (2) consecutive shifts (48 hours) immediately after the birth or adoption of a child. This initial 2 shifts will not be charged against the employees sick leave account Any additional sick leave requested by the employee associated with the birth or adoption of a child must follow the requirements of Article 12 Section 7 F. (5); all additional hours utilized will be deducted from that employee's personal sick leave account. This leave shall not be used as a reason to require documentation as in I. 1. below except that the department may require a copy of the birth Certificate or adoption paper. These documents are for the viewing of the Fire Chief and are not to be retained in department records.

- G. An employee absent for one of the reasons mentioned above shall inform the employee’s immediate supervisor prior to 6:30 a.m. on the day of absence.
- H. Upon death from a service connected cause, an employee’s survivor or estate shall be paid all of their accumulated unused sick leave. The rate of payment shall be based upon the present regular rate of annual salary of the employee at the time of death.
- I. The employee shall be required to submit evidence in the form of a medical certification for the following reasons during the period for which sick leave was granted:
 - 1. When absence of an employee necessitates usage of two (2) consecutive scheduled workdays or more, or exceeds 144 hours of undocumented sick leave use in one fiscal year, the employee shall provide proof of appointment attendance from an attending licensed practitioner for any additional absences or,
 - 2. When the Employer can document a pattern of misuse, or an employee on sick leave is engaged in activity that would normally be performed on duty, or is engaged in activity for pay by another employer.
 - (a) Continued abuse of sick leave can lead to disciplinary action.
 - 2. Employer maintains the right to have an employee medically evaluated by a Department physician when there is a reasonable question as to the employee’s fitness for duty.
- J. Whenever an employee has advance knowledge that they will require a sick leave of more than thirty (30) days duration for either personal or “Immediate Family” related needs, they shall submit a written notice to the Fire Chief. Approval must be obtained prior to such leave. Each request of this nature shall be supported by documentation in the form of a medical statement as applicable to Article 12, Section 7.
- K. Sick leave for years of service at time of separation requires 14 days advance separation notice and shall be awarded as set forth below. This time period may be adjusted at the discretion of the Fire Chief or designee.

<u>Years of Service</u>	<u>% Accumulated Sick Leave Awarded</u>
Less than 5 years.	None
5 to less than 10 years.	25%

10 to less than 15 years.	50%
15 to less than 20 years.	75%
20 + years.	100%

L. Sick Leave Compensation Plan

The maximum number of accumulated Sick Leave hours will be 1440 hours (56 hour work week).

In order to receive allocation to the employee’s 401A account at the end of a fiscal year, the employee must have accumulated 1440 hours. The employee’s 401A account will be credited at the hourly rate for the remaining balance of sick leave hours that exceed 1440 hours. If the employee’s sick leave hours do not exceed 1440 hours, the remaining balance will be credited to the employee’s sick leave account.

Allocation to the employee’s personal 401A account will be made during the first pay cycle in October of the new fiscal year at the rate of pay which existed at the time it was accrued.

Example:

<u>SL Account 900 hours</u>	<u>Accrued 144 hours</u>	<u>144 hours credited to account</u>
<u>SL Account 1368 hours</u>	<u>Accrued 144 hours</u>	<u>72 hours credited to account and</u> <u>72 hours paid to employee or 401A</u>
<u>SL Account 1440 hours</u>	<u>Accrued 144 hours</u>	<u>144 hours paid to employee or 401A</u>

Article/Version	District TA	Date	Union TA	Date
Article 12 Personnel Practices Section 8 Sick Leave Incentive Union 1				

Section 8: Sick Leave Incentive

The sick leave incentive award will be given to employees who use little or no sick leave during a one (1) year period. The eligibility for the award is to be based on:

- A. The fiscal year of the Employer.
- B. The amount of sick leave used in the prior fiscal year. The incentive award will be credited as sick leave hours and may be utilized the same as regular sick leave hours. The incentive award is computed on the following basis for each fiscal year:

<u>Sick Leave Used*</u>	<u>Sick Leave Time Awarded</u>
24 Hours or less	24 Hours
More than 24 hours up to & including 48 hrs.	12 Hours
More than 48 hours	0 Hours

* An employee may donate hours of sick leave to an employee in need of donated time because of a protracted illness or injury. Up to 24 hours of donated time will not be counted against the award of incentive. Additional hours over 24 may be donated but they will be counted against the incentive award.

Section 9. Right to Contribute Work

In the event that an employee's illness or physical incapacity should continue beyond the point where his/her accumulated sick leave, if any, has been exhausted, he/she may request to have other qualified employees of the Department perform his/her regular duties; provided that such substitution would not require overtime compensation for the substitute and the maximum allowable contributed time to any one employee is a total of one hundred eighty (180) calendar days for the duration of this contract.

Employees may donate sick leave on an hour for hour basis to enable an employee to continue in a paid status. Any donated hours will be counted toward the 180 calendar day limitation.

ARTICLE 13
POSTING OF AGREEMENT

The Employer and the Union agree that this Agreement shall be posted by the Employer in a conspicuous place at each Fire Station. Further, the Union agrees, within thirty (30) calendar days after the execution of this Agreement, to supply individual copies of this Agreement to each member of the bargaining unit. The Employer and the Union shall equally share the cost of the duplication of this Agreement for the Employees and each station.

ARTICLE 14
BULLETIN BOARDS

Section 1: The existing bulletin boards designated for Union use may be used for posting notices, but restricted to:

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections, and the results of such elections;
- C. Notices of Union appointments and other official business;
- D. Notices of Union meetings.

These notices shall be permitted to be posted without further approval. However, any abuse of this authorization may be cause of removal of any such notices. Any removed notices shall be given or sent to the Union.

Section 2: All notices shall be signed by an Officer of the Union.

Section 3: No notice other than those in section 1 above shall be posted by the Union until approved by the Division Chief on duty. Approval for posting notices does not necessarily indicate agreement with the subject, only the Union's right to post the material.

Section 4: Any material found on the Union bulletin boards not signed by an Officer of the Union and Division Chief, shall be removed by the Division Chief on duty.

Section 5: In the event additional Fire Stations are placed in service and made operational, the Employer agrees to provide bulletin board space for the Union.

ARTICLE 15
WORK SCHEDULE

Section 1: Employee shifts shall start at 0730 hours and end at 0730 hours the following morning.

There shall be three (3) shifts: "A", "B", and "C". Each shift will work in a rotation of 24 hours on duty and 48 hours off duty. The shift rotation schedule shall not be subject to change, except as indicated in Article 3 Section 2, (Emergency Conditions)

Section 2: The Employer retains the right to adjust work schedules provided that no work schedule shall be adjusted arbitrarily or capriciously prior to making such change. The Employer shall provide the Union with not less than thirty (30) calendar days' notice; otherwise, specified in Article 3.

Section 3: Overtime

When the District has reason to believe that there will be an overtime situation, the District will decide what qualifications are needed for the overtime. Selecting employees for overtime work shall be based upon lists maintained by the Division Chiefs. The lists will be zeroed out and arranged by seniority for the voluntary list and by reverse seniority for the mandatory list at the start of each fiscal year. The Division Chief will try to fill any known overtime openings from the voluntary list by 1930 hours the night before the beginning of the shift requiring the overtime. If unable to fill the position from the voluntary list, then the Division Chief shall fill the position utilizing the Mandatory list.

A: Voluntary Overtime:

The Division Chief shall maintain an "Overtime Lists" indicating employees overtime hours earned in that fiscal year. The practice of voluntary overtime shall be as follows:

1. Voluntary overtime shall be selected from a voluntary list where the person with the lowest hours who has voluntarily signed up and who is qualified to fill the position is selected first. In the event that two personnel are tied for the lowest hours then the senior of those two shall be selected.
2. Personnel shall be able to volunteer for overtime at any time, up to the time of the assignment of the overtime. Once assigned overtime, an employee cannot be replaced because an employee with fewer hours adds his name to the list.

3. Personnel selected for overtime and who have agreed to work the assignment cannot be cancelled if another employee, even with less hours on the list, volunteers after the selection and agreement,

B: Mandatory Overtime:

The Division Chief shall maintain an "Overtime List" indicating employees overtime hours earned in that fiscal year. The mandatory Overtime list shall only be used, if the Voluntary list does not have a qualified employee signed up for the needed position. The practice of mandatory overtime shall be as follows:

1. Mandatory overtime shall be selected from a mandatory list where the person with the lowest hours who is qualified to fill the position is selected first. In the event that two personnel are tied for the lowest hours then the junior of those two shall be selected. Employees may arrange for another qualified employee to cover the overtime.
 2. Employees who are scheduled for vacation or a Floating Holiday on their next scheduled duty day shall not be placed on mandatory overtime during the two (2) days directly preceding, or after their previously scheduled time off (vacation or floating holidays).
 3. Employees selected for Mandatory Overtime shall be paid at the overtime rate of 1½ times their regular hourly rate, regardless of the hours worked that pay period.
- C. Should an employee be selected for an overtime assignment of less than 24 hours based on that employee having the fewest hours, and a second opening during the same shift occurs consisting of greater hours than the first assignment, then the first employee if qualified for the new position shall be contacted and offered the greater hours. Should the first employee choose the greater hours, then the shorter opening may be offered to the next available employee on the list.

D. Emergency Conditions Overtime

When the Fire Chief determines that a state of emergency does or may exist, including, but not limited to natural or manmade disaster, civil disturbance, or other situation necessitating increased staffing for operational effectiveness, the procedures listed above may be bypassed during the state of emergency and staffing will be

established according to operational needs. However, compensation for Overtime assignments shall still be in effect.

Section 4: Shift Exchange

Employees may exchange duty time under the following conditions:

- A. The employee exchanging duty must be approved by the Division Chief. Approval will only be denied for valid operational issues and they shall be documented to the persons requesting the swap.
- B. Exchanges may require similar skills in the discretion of the Division Chief. Similar skills are identified as Driver Engineer, Lieutenant, Division Chief, Paramedic, and EMT. Once an exchange has been arranged and approved, it cannot be altered in an arbitrary or capricious manner by the Department.
- C. All exchanges shall be in accordance with FLSA; there shall be no restriction concerning the crossing of FLSA periods.
- D. No employee shall be permitted to work more than 72 consecutive hours inclusive of all swaps, overtime and regular hours unless an emergency situation exists. Employees will have a minimum of twelve (12) hours off duty prior to and/or after a 72 hour shift.
- E. The employee working the exchange time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.
- F. If the employee agreeing to loan or fill in time is sick, their sick leave account will be charged (regular sick leave) for the time.
- G. The employee agreeing to fill in for another employee is obligated to remain on duty in the absence of the employee with whom the exchange is made.
- H. Time exchange may not be less than one (1) hour. Employer shall meet with the Union to bargain acceptable changes in the exchange practice.

Section 5: Call Back

- A. An employee called in to duty at a time independent of their regular scheduled shift shall receive a minimum of four (4) hours' compensation at the overtime rate. An employee called in prior to the beginning of or held over at the end of their regular shift shall receive compensation at the overtime rate for all hours worked as long as

the overtime period is connected to the regular scheduled hours.

- B. Special Assignments (Other than Vehicle Staffing): a bargaining unit employee (at their discretion) may be scheduled for duty at a time independent of their regularly scheduled shift, for activities such as meetings, special events or teaching of employees. The employee shall receive a minimum of one (1) hour's compensation at the overtime rate or the actual time worked whichever is greater.
- C. Meetings or teaching of employees will be limited to no more than three 4-hour sessions per year. Employees are required to attend at least 2 of these meetings each year, unless specifically excused by the Fire Chief. Employees with scheduled vacations / floating holidays will not be required to attend. (See Section 3. B. 2.) The Department will post a list of the meetings one year in advance. The employee shall receive a minimum of four (4) hours' compensation at the overtime rate or the actual time worked whichever is greater.

Section 6: Shift Transfers

- A. When an employee is reassigned to another shift, a grace period of one shift will be granted, and a minimum of five (5) calendar day's notice of such change will be given, in writing, to the employee. In the event of an emergency, the requirement of notice under this part shall be waived, however, such authority shall not be exercised in an arbitrary or capricious manner.
- B. When Employer must transfer an employee to another shift to maintain staffing levels or as a result of new program start-up, it will be done at the discretion of the Division Chief, however seniority shall be considered.
- C. The District shall honor any previously scheduled vacation time for the employee's new scheduled work days.

Section 7: Fair Labor Standards and Payroll Periods,

The Employer, pursuant to the Fair Labor Standards Section 7(k) exemption, has established a fourteen (14) day work cycle for the 56 hour employees for the purposes of FLSA. The fourteen (14) day cycle will begin on Saturday at 0730 and end on the second subsequent Saturday at 0730. Paychecks will be issued bi-weekly based on a fourteen (14) day pay cycle which begins at 0730 on Monday and ends at 0730 on the second following

Monday. Also those employees who utilize direct deposit shall have the funds transferred so that they are available in their accounts on the corresponding Friday morning. Each year, Employer will post a list of the pay periods and the FLSA periods at each of the Stations.

Section 8: Overtime Pay

Should employees be required to work more than one hundred and six (106) hours in any fourteen (14) consecutive day work period, all time in excess of 106 hours shall be considered overtime work and will be compensated at the overtime rate of 1½ times regular rate of pay. Employees who are required to work mandatory overtime shall also be paid at the overtime rate of 1½ times regular rate of pay. Employees who work additional hours while on swap will not have those swap hours considered in the calculation of overtime during that period.

ARTICLE 16
WORK RULES AND PREVAILING RIGHTS

Section 1: It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed in the current job descriptions which are in the judgment of the Employer, related to the purposes of the Employer, which judgment shall not be arbitrary, capricious or unreasonable. Those additional duties performed by members of the bargaining unit in the past and at present time are presumed to be reasonable and proper.

Section 2: Employer will not act in a capricious manner or arbitrarily change Rules and Regulations and/or SOPs. Any Rule or Regulation and/or SOP currently in effect which is in conflict with this Agreement shall be null, void, unenforceable and of no effect.

Section 3: All rights and working conditions of the employees at the present time and known to the Fire Chief, but which are not specifically included in this Agreement, shall be presumed to be reasonable and proper and shall not be changed by the Employer in an arbitrary or capricious manner; provided that nothing continued herein shall limit the Employer's rights under Section 1, 2, and 3.

Section 4: Prior to the implementation of any changes in the existing Employer Rules and Regulations and/or SOPs, the Fire Chief shall provide a minimum of twenty (20) calendar days notice, unless a shorter period is dictated by justified emergency to the Union. Upon the giving of notice, the Fire Chief shall establish a time when representatives of the Union may meet with the Fire Chief or designee to discuss the change in Rules and Regulations and/or SOPs, provided that any meeting that occurs shall not delay or prohibit implementation of the Rules and Regulations and/or SOPs. If at the end of the twenty (20) calendar days the Union has not responded, the change may be implemented.

ARTICLE 17
SENIORITY AND LAYOFFS

Section 1:

A. In the event of layoffs, all entry probationary Firefighter Paramedic/EMT shall be laid off prior to any regular status Firefighter Paramedic/EMT or any Lieutenant Paramedic or EMT. The order of layoffs of entry probationary Firefighter Paramedic/EMT shall be determined by seniority.

B. In the event that further layoffs are required, such layoffs shall be accomplished by class groups of Firefighter Paramedic/EMT and Lieutenant Paramedic/EMT. Notwithstanding anything to the contrary contained in this Agreement, Employer shall determine the number of employees to be laid off and the class(es) involved. Within the involved class(es), layoffs shall be administered in the following manner:

Group A. - Employees with one through three years service.

Group B. - Employees with four through six years.

Group C. - Employees with seven through nine years.

Group D. - Employees with ten to twelve years.

Section 2: If reduction in force requires the layoff of a Lieutenant Paramedic or EMT, the affected employee may, at their option, revert to the position held prior to their promotion to Lieutenant Paramedic/EMT. If this movement requires further reduction in force, the same shall be accomplished in accordance with Section 1 above and the process shall continue through the ranks.

Section 3: No new employee shall be hired until the employees on layoffs have been given an opportunity to return to work at their original seniority date and position, provided, that after one year of layoffs, the employee shall cease to accrue seniority and reemployment rights shall cease after five (5) years from the date of the layoffs.

Section 4: The Fire Chief shall give written notice to the employees, including the President of the Union, on any proposed layoffs. Such notice shall state the reason of the layoffs and shall be submitted thirty (30) calendar days before the effective date of the proposed layoffs unless under emergency situations where notice shall be submitted as soon as possible.

Section 5: At the discretion of the Fire Chief, preference may be given to those employees with Paramedic certifications in all groups.

ARTICLE 18
EMT/PARAMEDICS

Section 1: An EMT or Paramedic is an employee who is assigned by the Employer to perform emergency medical services in an Emergency Medical Services Program. The employee must have successfully completed and passed an EMT or Paramedic Training program recognized by the Pinellas County Emergency Medical Director and the Employer.

Section 2: The title of “EMT” or “Paramedic” is not a separate job classification within the Fire Department, and those employees assigned as EMTs or Paramedics shall continue in the rank they hold while being assigned as “EMTs” or “Paramedics”.

Section 3: Assignment and Removal as an EMT or Paramedic:

- A. The assignment of employees as EMT or Paramedic shall be at the discretion of the Employer.
- B. The removal of the assignment as EMT or Paramedic shall not be subject to the contractual grievance procedure when the removal is for unacceptable medical practices, based upon the judgment of Pinellas County Medical Director.
- C. The removal of the assignment of EMT or Paramedic shall be subject to the contractual grievance procedure if such removal is based on the determination by the Employer that the employee has not complied with job requirements other than those described in subsection 3-B. The arbitrator shall not have the power to substitute his/her judgment for that of the employer or the Medical Director with whom EMTs or Paramedics work in relation to performance of employees to the standards of excellence desired by the Employer or the Medical Director.

Section 4: EMTs and Paramedics are required to attend CME classes as part of their Pinellas County EMS and Florida State EMT or Paramedic Certifications. Emergency Medical personnel will have three scheduled opportunities to attend CME. Regular CME Attendance training shall be initially scheduled by the Employer and the Training schedule shall be available prior to attendance. This will be the responsibility of the Employer. The following provisions shall only apply to Article 18 Section 4.

- A. It shall be the responsibility of the employee to check the training schedule and advise his supervisor in writing (Departmental memo) if they will be unavailable

for the scheduled class as posted in the training and or make up CME calendars. A copy of the Department memo will be forward to the Division Chief on duty.

- B.** The employee shall be responsible for the make-up CME when the employee is placed in a provisional status by the Medical Director, if the employee does not attend one of the three CME classes (within a three month period) scheduled by the Employer. The employee shall be allowed to attend CME off duty to comply with the Medical Director requirements.
- C.** An employee that is unable to attend a make-up CME within the three month period due to a physical or psychological reason, which is a documented duty related issue, will be granted an opportunity to attend make-up CME at no cost to the employee.
- C.** Any physical or psychological reason must be substantiated by a note from the attending physician.
- D.** An employee may attend make-up CME off-duty. The employee attending make-up CME will be covered by Workers' Compensation, but will not receive regular or overtime pay.
- E.** The employee must contact the on-duty Division Chief for approval. The Division Chief will log in the daily company journal the date and time of attendance.
- F.** The employee will be allotted one hour (1) travel period prior to the start and the completion of the make-up CME

ARTICLE 19
INJURY AND DEATH PAY

Section 1: The Employer hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following terms, conditions, and definitions.

- A. Compensation shall be payable under this section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.
- B. An injury shall be deemed to have incurred in the line of duty only if such injury is compensable under the Florida Workers' Compensation Law.
- C. No compensation under this section shall be allowed for the first seven (7) calendar days of disability, provided, however; that where the disability continues for twenty-one (21) consecutive calendar days from the first day of disability then compensation shall be payable from the first day of disability, and any charges against the employee's sick leave shall be reinstated.
- D. The term "disability" as used in this section means incapacity because of line of duty injury which prevents the employee to earn in any other employment the wages which the employee was receiving at the time of injury.
- E. The amount of compensation paid shall be the amount required to supplement funds received from the Florida Workers' Compensation Law and any other disability or other income plan provided by the Employer, either by law or by agreement, to the point where the sum of the supplement herein provided and all other payments herein described equal the employee's regular rate of pay, at the time of the injury.
- F. The payment of injury pay as defined above shall not be charged against the employee's Sick Leave account up to a maximum of 90 calendar days. After the first 90 days, employee's sick leave then vacation shall be charged to make up the difference.
- G. The employee agrees to return or endorse any Workers' Compensation wage payments to the Employer.
- H. If after a period of six (6) consecutive months the employee is disabled and is certified by an approved Worker's Compensation physician, the employee's sole

source of compensation shall be pursuant to the provisions of the Worker's Compensation program.

- I. If any employee is injured and is declared permanently disabled and so certified by an approved Worker's Compensation physician, the employee's sole source of compensation shall be pursuant to the provisions of the Florida State Retirement System Disability Program (Chapter 175).

Section 2: It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under Workers' Compensation Law or the requirements of the Employer's Workers' Compensation insurance carrier. Subject to the following limitations:

- A. An employee who is injured in the line of duty shall be transported or referred to the hospital or other designated medical facility as defined by Employer's Workers' Compensation carrier whenever possible. Should the injury require specialized care, the employee will be transported directly to the appropriate facility, i.e. trauma or burn center.
- B. In other cases involving injuries in the line of duty which do not require hospitalization, the injured employee shall follow the guidelines defined by Employer and/or their Workers' Compensation carrier for the accessing of medical treatment.
- C. Any Workers' Compensation requirements involving drug testing shall conform to FS 440.102 and/or the premise of reasonable suspicion utilizing the supervisor's check list included in Article 22. "Accident" as described in FS 440.102 under reasonable suspicion shall be defined as a vehicle accident involving a District vehicle, or any on-the-job accident involving injury.

Section 3: If an employee is killed in the line of duty, FS 440.16 will be followed in relation to funeral expenses and compensation.

Section 4: Upon returning from a working fire or any other hazardous situation, the employee may request a physical examination by an Emergency Room physician. To ensure the employee is stable and capable of returning to work, the employee shall provide the Employer with a medical release form.

Section 5: An employee injured in the line of duty shall report the occurrence of such injury

immediately or as soon as possible thereafter, verbally, in person or by phone to the employee's immediate supervisor or the Fire Chief.

Section 6 : Light Duty

Light duty shall be defined as those activities which an employee can perform which do not require any type of physical activity which may aggravate an existing injury. A District employee must be released by the authorized treating physician for light duty and must have approval from the Fire Chief. Employees on either a job-related or non-job-related injury, illness or other medical condition may be assigned to light duty; however, workers' compensation (job related) light duty will have precedence over off duty injury.

Employees placed on light duty shall continue to be paid their standard biweekly pay in accordance with Article 11, Section 2. Employees cleared for and offered light-duty work and who choose not to work the light-duty assignment shall be charged vacation leave or sick leave at a rate of forty (40) hours per week.

Employees, who are authorized time off, while assigned to light duty shall have the number of hours equivalent to the time off deducted from the applicable leave balance.

Employees who are approved for light duty shall continue to receive certification pay if applicable.

All employees on light duty shall have their medical status reviewed periodically as directed by the Department to determine whether maximum medical improvement has been achieved and/or the employee is fit to return to full duty. If needed, the Department may require a second medical evaluation; and if so required, this shall be done at the Department's expense.

No employee may be assigned light duty for a period in excess of six (6) calendar months unless the Fire Chief or designee approves an extension of the duty period based upon the treating physician's recommendations.

ARTICLE 20
LEAVES OF ABSENCE

Section 1: Sick Leave for Family Illness

An employee may utilize accumulated sick time due to an illness in the employee's "Immediate Family" (Article 12, Section 7).

Section 2: Leave for Death In Family

An employee shall be allowed up to two (2) consecutive shifts off with pay in the event of a death in the "Immediate Family" (Article 12, Section 7), which shall be limited to any relative or domestic partner residing in the member's residence, spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law,--sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepbrother, and stepsister, grandparents, grandson and granddaughter, or spouse's grandparents. The Fire Chief may allow Funeral Leave for other family members at his/her discretion. This is not chargeable to sick leave. Any employee availing themselves of this section shall notify the Fire Chief or designee of such intent as soon as possible. Written proof (i.e.; newspaper death notice, death certificate or funeral home death announcement) of death shall be presented with the leave request upon return to duty.

Section 3: Military Leave

The Employer shall grant military leave as required by applicable federal and state law. Military leave shall not be counted against the limitation for vacation or Floating Holiday scheduling.

Section 4: Jury Duty Leave

In the event employees are summoned for jury duty, they shall be allowed to use vacation leave (if accrued). Employees who perform jury duty for only a portion of their regular scheduled workday are expected to report to work when excused or released by the court.

Section 5: Family Medical Leave Act:

The Employer agrees to all state and federal regulations required under the Family Medical Leave Act.

ARTICLE 21
EMPLOYEE ASSISTANCE PROGRAM

Section 1: An Employee Assistance program (EAP) is an Employer paid benefit for the employee and their family. An EAP is designed to provide a highly confidential experienced source of help for any employee whose personal problems have grown to the point that they may affect his or her ability to function on the job, at home or in society. The primary function of the program is to afford the employee needing help with personal problems the professional resources in the community to help them resolve the problems.

Section 2: An EAP includes but is not limited to: Marital, Family, Debt Management, Legal Difficulties, Emotional, Stress, Anxiety, Critical Stress Debriefing, Substance abuse, Depression, Alcohol related or Psychological problems.

Section 3: When personal problems appear to affect job performance, the Employer may recommend seeking help through the EAP. The option to participate remains with the employee.

Section 4: Voluntary admission into the EAP ensures an employee of confidentiality, job security, and shall bear no reflection on the employee's ability for advancement or promotional opportunities.

Section 5: Involuntary admission into the EAP occurs when an employee is referred by the Employer because of job performance concerns, or where the employee has received a prior voluntary recommendation for EAP, which has been rejected and job performance is affected.

Section 6: Mandatory admission into EAP shall include Article 22, in which participation in an EAP is a condition of continued employment.

Section 7: Any employee under this Agreement shall authorize a release of confidentiality for any admission into an EAP as the result of a formal disciplinary action. This allows the Employer to monitor the progress of rehabilitation for which the formal discipline was issued.

ARTICLE 22
SUBSTANCE ABUSE

East Lake Tarpon Special Fire Control District is a Drug Free Workplace

Section 1: Bargaining unit employees shall not possess, dispense or sell any drug/chemical substance not prescribed for use by a licensed physician and shall use said medication only as prescribed.

Section 2: When an employee uses a controlled substance that has been prescribed or administered by a physician, which may affect performance of job duties, the employee shall inform the Employer contracted medical review officer or if not possible then the employees Division Chief. If contact with the testing agency cannot be made, the Division Chief shall contact the Employer's Physician for consultation. If needed the employee shall be placed on sick leave until such time as they can be cleared for duty.

Section 3: The consumption of any alcohol while on duty, reporting to work impaired by the use of alcohol or reporting for duty in a condition where prior usage can be observed or detected are prohibited.

Section 4: Any employee in this bargaining unit will be subject to a urinalysis and/or blood testing by an independent accredited testing laboratory when there is reasonable suspicion based upon actions or appearances observed by the employee's co-workers and/or Employer that the employee is under the influence of alcohol, drugs or controlled substances while on duty.

Section 5: Reasonable suspicion of controlled substance or alcohol abuse as defined in FS 440.102 shall be guided by, but not limited to the provided "Supervisor's Check List".

Section 6: Any employee subjected to urinalysis or blood tests under this Article shall be removed from duty pending the results of such tests, and such employee shall continue to receive regular pay and benefits until the results are obtained. This section shall not apply to random drug testing. Prior to testing the employee shall be furnished a copy of the completed supervisor's check list that is part of this article. Also a completed copy shall be forwarded to the Union.

Section 7: At the time of the testing, two separate samples shall be received simultaneously.

Where the urinalysis of an employee is positive for drug/chemical substance; a second test shall be performed using the specimen from the separate sample.

Section 8: The gas chromatography mass spectrometry or equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration for the United States Food & Drug Administration as such technology becomes available in a cost effective form will be run on the second sample providing the initial urinalysis was positive. If the second test does not detect the presence of a drug/chemical, the second test shall prevail.

Section 9: Refusal to submit to testing may result in discharge. Submission to a test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

Section 10: A test result indicating the employee is under the influence of alcohol, or indicating the use of illegal drugs or controlled substances when taken without prescription issued to the employee or without being under the care of a physician, or being taken other than in complete conformance to the prescription while on duty will result in the employee being required to attend and complete an appropriate detoxification, alcohol or drug abuse program. Failure to complete such program may subject the employee to discipline up to and including discharge. The employee shall be allowed to utilize recognized time off policies, (vacation, sick leave, trade time) for absence from duties to attend any such appropriate program.

Section 11: After completion of any mandatory rehabilitation the employee shall be subject to three random urinalyses, anytime during a twelve-month period. A positive test on any one of the three tests will subject the employee to discipline up to an including discharge.

Section 12: In the event that the employee informs the Employer, they will seek assistance for drug/alcohol abuse prior to, or without testing; no disciplinary action shall be taken against the employee. Successful completion of an approved rehabilitation shall result in no disciplinary action against the employee. This applies to the first offense only.

Section 13: The following standards shall be used to determine what levels of detected substances shall be considered as positive:

Amphetamines	1000 ng/mL	Methadone	300 ng/mL
Barbiturates	300 ng/mL	Methamphetamine	300 ng/mL
Benzodiazepines	300 ng/mL	Opiates (heroin, Morphine, Codeine)	300 ng/mL
Benzoyllecogine (Cocaine)	300 ng/mL	Phencyclidine (PCP)	25 ng/mL
Cannabinoids (Marijuana)	50 ng/mL	Propoxyphene	300 ng/mL
Ethanol (Alcohol)	0.04 g%		

Results to urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law.

All testing shall conform to Mandatory Guidelines for Federal Workplace Drug Testing Programs, published by the Substance Abuse and Mental Health Services Administration (SAMHSA).. If testing levels should be changed during the term of this agreement, the District shall notify the Union as soon as they are aware of said change.

Section 14: Each bargaining unit employee has an absolute obligation to report to their supervisor any employee who is suspected to be under the influence of alcohol, drugs or controlled substances while on duty, and must thereafter cooperate in the investigation program, or blood tests any of these and any related disciplinary proceedings. Any employee who fails to do so shall be subject to disciplinary action. An anonymous “tip” shall not discharge a bargaining unit member’s obligation hereunder nor shall it be the sole basis for the imposition of testing under this article. A bargaining unit employee who maliciously files a false report that another bargaining unit member is under the influence of alcohol, drugs or controlled substances while on duty shall be subject to disciplinary action.

Section 15: Substance Testing

Purpose: Employer recognizes its responsibility to provide a safe and healthy working environment for all employees and its obligation to the citizenry to hire and offer continued employment only to those employees who remain drug free.

Section 16: Policy Statement

All employees are prohibited from using, being under the influence of, having residual amounts in their system, possessing, or distributing controlled substances, un-prescribed narcotics, and other mind-altering substances at any time while on-duty because of their illegality and the risk to fellow employees and the public.

A. Employees arrested or implicated in the use, sale or possession of un-prescribed controlled substances, drugs, or other mind-altering substances will be immediately suspended without pay pending investigation and resolution, and may be subject to

discipline up to and including discharge.

- B. If un-prescribed controlled substances, narcotic, or other mind-altering substances are found on Employer's property or suspected on Employer's property, the proper law enforcement officials will be notified immediately.

Section 17: Procedures

- A. Employees shall be required to sign the Consent to Substance Screen form and submit to urinalysis testing upon reasonable suspicion as defined in Florida Statute 440.102.
- B. All employees shall be subject to random unannounced drug testing. Such testing shall be equal to thirty percent (30%) of the total number of covered employees each year. Such testing shall be during on-duty time. The method of random selection will be agreed to by the Employer and the Union.
- C. No employee shall be required to sign the Consent to Substance Screen or submit to urinalysis testing except as specified in the Agreement.
- D. Any employee who refuses to sign the Consent to Substance Screen form and submit to urinalysis testing because of reasonable suspicion will be terminated without notice and without severance pay.
- E. Any temporary employee, or any new employee who has not completed their probationary period, who signs the Consent to Substance Screen form and tests positive, will be terminated.
- F. Any regular employee who tests positive will be suspended (with pay for the first 28 days) until the Employer's Physician has examined the employee and certified the employee fit for duty. The employee will be reassigned to original duties as deemed necessary by the Fire Chief based on the Employer Physician's statement. The District Physician will examine the employee as soon as possible upon receipt of a positive test result. The employee will also be mandated to the EAP for treatment, and will be put on a six (6) month probationary period during which time they will be carefully monitored for reasonable suspicion and shall submit to unannounced follow-up urinalysis testing. The employee will receive Appraisals at a 3 and 6 month period by their immediate supervisor.

- G. Any employee who refuses EAP treatment, refuses to sign the Release of Information form, or refuses to keep scheduled EAP appointments may be terminated without notice and without severance pay.
- H. The sole purpose of the EAP Release of Information form is to enable the-Employer to discover and monitor the level of an employee's participation and completion of the program. Both urinalysis test results and EAP participation information will be maintained in a file separate from the Personnel file and will not be available to the general public, other employees, or to management except on strict need-to-know basis.
- I. If the results of any unannounced follow-up tests are positive, the employee will be terminated without notice and without severance pay.
- J. All test results shall become the property of the Employer's Physician and shall be maintained there as part of the employee's confidential medical history.
- K. All tests for an unlawful drug or drug of abuse will be by the scientifically accepted method approved by the Agency for Health Care Administration for the United States Food & Drug Administration as such technology becomes available in a cost effective form.

Section 18: General

- A. While at the work site, employees are prohibited from possessing controlled substances, narcotics, or alcohol on their person, in their locker, desk, and personal vehicle or Employers vehicles. Vehicles utilized by employees are Employer's property and, with reasonable suspicion, may be searched. If any employee places a personal lock on a locker, desk, cabinet, or other storage areas, upon reasonable suspicion, he/she must remove such lock upon request and permit a search by Department Management.
- B. The approved use of prescription drugs prescribed by a physician is not prohibited; however, employees may be subject to discipline up to and including discharge for the abuse of prescription drugs. Any employee using drug at the direction of a physician, will immediately notify his/her supervisor when the use of these substances may affect his/her job performance, such as causing drowsiness.

Section 19: Right of Union Participation

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employees involved.

Section 20: Union Held Harmless

This drug program is solely initiated at the request of the Employer. The Employer shall be solely liable for any obligations and costs arising out of the provisions and/or application of this collective bargaining Agreement relating to drug testing. The Union shall be held harmless for the violation of the drug testing program.

Section 21: Conflict with Other Laws

This Article is in no way intended to supersede or waive an employee's Federal or State Constitutional Rights.

SUPERVISOR'S CHECK LIST

Employee Name: _____ Department _____

Date of Incident: _____ Time of Incident: _____

Indicate and describe which of the following apply to the Reasonable Suspicion of controlled substance or alcohol abuse.

1. Erratic and/or Reckless behavior by an individual.

Y ____ N ____ Describe Observations:

2. Otherwise Unexplained slurred speech; signs of altered motor function including inability to stay awake, poor co-ordination or staggering gait, or extreme emotional states Y ____ N ____ Describe Observations:

3. Observance of an individual consuming what appears to be alcohol or a controlled substance.

Y ____ N ____ Describe Observations:

4. The odor of alcohol or any controlled substance on the individual.

Y ____ N ____ Describe Observations:

5. Has the employee been given a chance to explain any of the above observations?

Y ____ N ____ What was the employee's response?

6. Action taken: (Include times, dates, places, persons, and pertinent information)

7.. List Witnesses:

Employee's Signature

Date

Time

Supervisor's Signature

Date

Time

ARTICLE 23
MISCELLANEOUS

Section 1: Union Pins

All members of the bargaining unit may wear the IAFF pin on their uniforms.

Section 2: Court Time

Any employee whose appearance is required in Court as the result of a matter arising out of the course of their employment, shall receive a minimum of two (2) hours pay if such attendance is during the employee's off duty hours. This provision shall also apply when the employee is under subpoena to appear at the State's Attorney's office, Public Defenders office or at a private attorney's office in a case arising from the employee's course of employment. This provision shall not apply when an employee or the Union has brought action against the Employer or an Official of the Employer.

Section 3: Mileage Reimbursement

Excluding travel to and from the employee's assigned duty station and off duty destination, the Employer agrees to pay an employee at the rate of Florida Statute 112.061 for all travel required by the Employer in the employee's personal vehicle. The sum shall be payable by September 30th of each year. In the event that the employee is transported in the Employer's vehicle, the Employer shall provide transportation back to the employee's duty station prior to the end of the employee's shift, if requested by the employee.

Mileages are as follows:

Station 57 – Station 56 = 2.0; Station 56 – Station 58 = 5.6; Station 58 – Station 57 = 4.6

Section 4: Safety Committee

- A. The Employer and the Union shall implement a Safety Committee, comprised of a minimum of two (2) Union representatives and two (2) Management representatives.
- B. This committee shall meet as necessary, but shall meet at least twice a year.
- C. This committee shall review equipment and occupational issues pertinent to the safety of the employee.
- D. This committee shall make such recommendations as necessary to the Fire Chief in regards to safety.

Section 5: Pension Plan

The Employer agrees to continue the East Lake Tarpon Special Fire Control District's Firefighters' Chapter 175 Pension Plan.

Section 6: Health Insurance Plan

The Employer agrees to continue to pay 100% of the cost of health insurance premiums of the employee and their family (Spouse and children) for a plan adopted by the Employer. The plan will have a deductible period the same as the renewal period.

- A. For FY 2019-2020 the Employer agrees to fund the HSA account for each employee (single or family) and to provide a High Deductible Health Care Policy (Currently Family deductible of \$4500, and single deductible of \$2500) with premiums for both the employee and their family (Spouse and children) paid by the Employer. The individual HSA accounts will be funded by the employer at a level equal to 75% of the amount of the deductible of the corresponding policy.
- B. For FY 2020-2021, the Employer will continue the HSA (Health Savings Account) High Deductible Health Insurance Plans as stated in paragraph A. with no change in deductible amounts and the premiums for both the employee and their family (Spouse and children) paid by the employer. The individual HSA accounts will be funded by the employer at a level equal to 75% of the amount of the deductible of the corresponding policy.
- C. For FY 2021-2022, the Employer will continue the HSA (Health Savings Account) High Deductible Health Insurance Plans as stated in paragraph A. with no change in deductible amounts and the premiums for both the employee and their family (Spouse and children) paid by the employer. The individual HSA accounts will be funded by the employer at a level equal to 75% of the amount of the deductible of the corresponding policy.
- D. HSA Accounts for new employees will be pro-rated based on month of hire.
- E. The Department shall maintain the HSA's and/or the HRA's to roll over from year to year up to the level established by the IRS, and shall notate each employee's account balance on each pay check statement.
- F.. Employees who leave the employ of the department shall be entitled to the amounts

credited to them in the HSA and/or HRA accounts.

- G** The parties agree to have a standing committee for the evaluation of and to make recommendations to the Board of Commissioners concerning health care insurance.
1. The Committee will be composed of an equal number of members from management and the union. Each side shall select their representatives to this committee.
 2. The committee shall be charged with reviewing any bids concerning healthcare and to recommend plan changes and or alternative options to the Board of Commissioners of the District.
- H.** The parties agree that this section may be re-opened by either party should the insurance coverage designated in paragraph A. be changed or a change in deductibles or overall cost to the employee, or unavailable to the District.

Section 7: Personal Property Damage

- A. Employee personal property that is lost, damaged or destroyed in the line of duty, except through employee negligence shall be replaced or repaired at the Employer's expense subject to the following restrictions:
- B. The maximum reimbursement for such items shall be according to the following schedule but shall not exceed the cost of replacing or repairing the item with one of equal quality: Prescription eyeglasses, contact lenses, hearing aids, watches will be reimbursed by the Employer after any insurance reimbursement, if applicable, is made, up to one time per year.
- C. Requests for reimbursement for the loss of or damage to said personal property shall be made in writing to the employee's immediate supervisor during the work shift in which the article of personal property was damaged or lost or as soon thereafter as possible.
- D. Any personal property supplied by the employee shall not be subject to this section if the Employer provides similar property.

Section 8: Indemnification

The Employer shall provide defense in all suits against employees covered by this Agreement and protect said employees from any liability, as long as they are acting within

the scope of their employment, in the absence of gross negligence.

Section 9: Uniforms

The Employer shall continue to provide the protective clothing and devices currently supplied to employees, without cost to the employee.

- A. An annual uniform allotment of \$400 will be credited to each employee. All purchases must be authorized by the Employer prior to purchase and through an Employer-approved vendor.
- B. A list of all items available for purchase using the \$400 allotment will be initially agreed to by both parties and updated as necessary.

At the conclusion of this Agreement, the items which are added or changed will then be part of the regular uniform allowance and the members may purchase them from their regular allowance.

- C. Employees must submit uniform request forms to the Employer prior to September 15th in order for the items to be purchased during the current Fiscal Year. Item(s) submitted after September 15th will be charged to the next Fiscal Year.
- D. The Employer shall furnish and maintain a list of approved uniform items which may be purchased and a list of approved vendors for those items.
- E. Should the Employer wish to add or change an item on the uniform list, the Employer and the Union shall meet and discuss the change. The Employer shall supply any new item to affected employees as it would an initial issue upon approval.
- F. Upgraded Items: The Employer shall provide a list of upgraded items available.
 - 1. The cost of any such item purchased as an upgrade shall be calculated from the cost of what the Employer would currently pay for the regular item price and the difference for the upgrade. The employee making the request shall be financially responsible for the difference to be paid to the employer upon receiving the item.
 - 2. Any item purchased as an upgrade the regular cost of the item shall be prorated for a period not to exceed (5) five years.
 - 3. If an employee discontinues employment within the proration period:

- a. The employee may retain the item by paying the remainder of the prorated period of the regular cost purchase price determined before the upgrade to the employer.
 - b. The employee may choose not to pay the reminder of the proration and relinquish the item back to the Employer.
 - c. After the proration period has expired it will be the employee's choice to retain or relinquish the item to the Employer upon discontinued employment.
- H. The Union and the Employer agree to develop a list of initial issue for new employees which provide the basic required items for all new hires.
- 1. All new hires will be issued the complete set of uniforms and equipment during the first year and a new hire will not receive a uniform allowance until the next following fiscal year.

Section 10: Voting Time

Any employee that is on duty during any governmental election shall utilize the absentee ballot process if they choose to vote in the election.

Section 11: Smoking Policy

The Surgeon General of the United States has determined that tobacco products, particularly cigarettes, contribute to the development of a number of heart and lung diseases.

The State of Florida enacted a presumptive law which treats certain conditions, such as heart disease, hardening of the arteries and hypertension as work related for the occupation of firefighter.

Due to the documented effects of tobacco use and the special hazards and exposures associated with the occupation of firefighting, the District and the Union agreed to the following:

- 1. The District will hire as firefighters only individuals who do not use tobacco products.

2. Although employees have the right to grieve disciplinary actions after their initial probationary periods have been completed, the Union agrees that the policy itself will not be grievable.

Section 12: Investigations

- A. Any employee who is to be questioned for a department investigation shall be notified in writing and informed of their Firefighter Bill of Rights before any questioning shall be permitted, regardless of the rank of the person doing the investigation.
- B. Any employee notified of questioning in conjunction with a department investigation shall have the right to consult with a Union representative or legal counsel before the commencement of, and during questioning. Should the employee request representation it shall not cause unreasonable delay in conducting the investigation. The department agrees that the Firefighters' Bill of Rights (FS112.80), below, shall be followed for any investigation.
- C. All informal inquires and/or formal investigations shall be conducted on the employees' regular duty time or the employee shall be paid for any time as provided in Article 15 Section 5. Employee's may request a union representative even at informal inquires and shall be permitted to have a representative present. However this shall not unreasonably delay the inquiry.

FIREFIGHTERS' BILL OF RIGHTS

112.80 Short title.--This part may be cited as the "Firefighters' Bill of Rights."

112.81 Definitions.--As used in this part:

(1) "Firefighter" means any person who is certified in compliance with s. 633.35 and who is employed solely within the fire department or public safety department of an employing agency as a full-time firefighter whose primary responsibility is the prevention and extinguishment of fires; the protection of life and property; and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and control of fires.

(2) "Employing agency" means any municipality or the state or any political subdivision thereof, including authorities and special districts, which employs firefighters.

(3) "Informal inquiry" means a meeting by supervisory or management personnel with a firefighter about whom an allegation of misconduct has come to the attention of such supervisory or management personnel, the purpose of which meeting is to mediate a complaint or discuss the facts to determine whether a formal investigation should be commenced.

(4) "Formal investigation" means the process of investigation ordered by supervisory personnel, after the supervisory personnel have previously determined that the firefighter shall be reprimanded, suspended, or removed, during which the questioning of a firefighter is conducted for the purpose of gathering evidence of misconduct.

(5) "Administrative proceeding" means any non-judicial hearing which may result in the recommendation, approval, or order of disciplinary action against, or suspension or discharge of, a firefighter.

(6) "Interrogation" means the questioning of a firefighter by an employing agency in connection with a formal investigation or an administrative proceeding but shall not include arbitration or civil service proceedings. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.

112.82 Rights of firefighters.--Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.

(1) The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

(2) No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

(3) All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

(4) The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

(5) Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

(6) The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.

(7) A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

(8) An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.

(9) No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this part.

112.83 Rights of firefighters with respect to civil suits.--If an agency employing firefighters fails to comply with the requirements of this part, a firefighter employed by such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such employing agency is headquartered and permanently resides for an injunction to restrain and enjoin such violation of the provisions of this part and to complete the performance of the duties imposed by this part.

112.84 Rights of firefighters nonexclusive.--

(1) The rights of firefighters as set forth in this part shall not be construed to diminish the rights and privileges of firefighters that are guaranteed to all citizens by the Constitution and laws of the United States and of this state or limit the granting of broader rights by other law, ordinance, or rule. These rights include the right to bring suit against any individual, group of persons, association, organization, or corporation for damages, either monetary or otherwise, suffered during the performance of the firefighter's official duties or for abridgment of the firefighter's rights, civil or otherwise, arising out of the performance of his or her official duties.

(2) This part is neither designed to abridge nor expand the rights of firefighters to bring civil suits for injuries suffered in the course of their employment as recognized by the courts, nor is it designed to abrogate any common-law or statutory limitation on the rights of recovery.

Section 13: Employment Agreements

The Employer may enter into separate agreements for a period of one year (prorated quarterly) for employment with any new hires which provides for a consideration to repay certain costs associated with hiring a new employee, should the employee leave on a voluntary basis during the first year of employment.

Those items which may be considered for repayment must be itemized with the associated costs provide to the prospective employee in writing. The acceptable items are:

Background Check

Physical Exam for initial employment

Drug Testing: (New Employee)

Uniforms that were supplied by the Employer and are not returned to the Employer; See Employees "Uniform Order Form" for reimbursement dollar amount owed to Employer on a pro-rated basis.

Name Tags (for Uniforms and Bunker Gear)

1. Passports
2. Name Tag(s)
3. Serving Since

Certification Pay: [See Article 11, Section 3 (A) (B)]

Certification Fees (i.e.: BTLS)

Required State and Pinellas County testing fees: (Reimbursement amount of test)

Educational classes paid for by the Employer, that is above the regular training provided to other employees (Reimbursement amount will be the amount of class tuition)

All Employer uniform apparel that has a Department logo adhered to it, including Paramedic or EMT patches and the Employer issued badge will be returned to the Employer.

The Employer may not enter into any other individual agreements with bargaining unit members which are not provided for in this Agreement.

Section 14: Disability Insurance

The Employer agrees to sponsor a disability insurance program at no cost to the Employer which employees may elect to enroll in and will be paid through payroll deduction by the employee. The Employer shall meet with the Union and they shall select a disability plan carrier.

ARTICLE 24
AMENDMENTS

Section 1: This Agreement may be amended at any time by the mutual written agreement of both parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto.

ARTICLE 25
SEVERABILITY AND WAIVER

Section 1: Each and every article, section, and subsection (clause) shall be deemed separable from each and every other clause of this Agreement to the extent that in the event that any clause or clauses shall be finally determined to be in violation of any law, such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable, without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

Section 2: The exercise or non-exercise by the Employer or the Union of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in some way in the future.

Section 3: In the event of invalidation of any Article, Section or Subsection, both the Employer and the Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Subsection.

ARTICLE 26
CONTRACT CONSTITUTES ENTIRE
AGREEMENT OF THE PARTIES

The parties acknowledge and agree that, during the 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 included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed even though such matters or subjects may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto, and finally determines and settles all matters of collective bargaining for and during its term except as may otherwise specifically provided herein.

ARTICLE 27**DURATION, MODIFICATION AND TERMINATION**

This Agreement shall be effective as of October 1, 2019, and shall continue in full force and effect until of September 30, 2022.

Either party shall notify the other in writing of its intentions to modify, amend, or terminate this Agreement at least 120 days prior to the expiration of this agreement.. Failure to notify the other party of intentions to modify, amend, or terminate, as herein above set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

In the event that the Employer and the Union have not by September 30, 2019 agreed upon a new Agreement for the period commencing October 1, 2019, then provisions of the existing Agreement will remain in full force and effect, without prejudice, until the conclusion of negotiations and the ratification of said later Agreement.

Should the parties fail to reach a new agreement before the expiration date of this current Agreement, then any step increases which occur shall only be awarded at fifty percent (50%) of the value indicated in Attachment 1B. Once the parties agree to a successor Agreement, any steps which had been awarded at 50% of value shall be increased to the full amount as indicated. Retroactivity for the full value of the steps for the period between the end of this Agreement and the signing of the successor Agreement shall be subject to negotiation.


Executed this 22nd day of October, 2019 in Pinellas County, Florida

For:
East Lake Tarpon Special Fire Control
District Board of Commissioners

For:
International Association of Firefighters
Local 1158




Thomas Jamison, Fire Chief



Sean Becker, President



Randy Burr, Chairman




Kenneth Lane, East Lake District Vice Pres.



Kevin Kenney, Vice Chairman



David E. Hogan, Secretary Treasurer



David Root, Treasurer



James Dalrymple, Secretary



Tom McQueen, Commissioner