

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 step in the new classification, which reflects a pay increase of at least four percent (4%) over the employee's previous regular rate of pay.

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. 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 for promotional examinations may be restricted to employees in designated lower classes. Such employees shall be required to have completed their probationary period

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 (½) 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

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.

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>Awarded</u>	<u>% Accumulated Sick Leave</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:

SL Account 900 hours Accrued 144 hours 144 hours credited to account

SL Account 1368 hours Accrued 144 hours 72 hours credited to account and

72 hours paid to employee or 401A

SL Account 1440 hours Accrued 144 hours 144 hours paid to employee or 401A

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.