

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.