



Agreement between the

**SUNCOAST PROFESSIONAL FIREFIGHTERS AND  
PARAMEDICS, IAFF LOCAL 2546**

and the

**SOUTHERN MANATEE FIRE & RESCUE DISTRICT**

**2013/2016**

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## **PREAMBLE**

This agreement is entered into between the Southern Manatee Fire & Rescue District and Suncoast Professional Firefighters and Paramedics, IAFF Local 2546. It is the intent and purpose of this agreement to assure sound and mutually beneficial working relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise and to set forth herein basic and full agreement between the parties.

For purposes of this document, “policy” refers to the Southern Manatee Fire Rescue District’s Operations Manual, ROG Manual or Forms Book.

**ARTICLE 1**  
**AGREEMENT**

This Agreement is made and entered into by the Suncoast Professional Firefighters and Paramedics, Local 2546 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as Union, and the Southern Manatee Fire & Rescue District, hereinafter referred to as the District or Employer, pursuant to Chapter 447 of the Florida Statutes. The District and the Union agree to abide by all local, state, and federal laws and/or regulations regarding labor relations.

**ARTICLE 2**  
**RECOGNITION**

The District recognizes the Union as the sole and exclusive bargaining representative for the purpose of Collective Bargaining over all terms and conditions of employment for the following employees within the Fire District:

All full-time employees in the classifications of First Class Firefighter, Second Class Firefighter, Third Class Firefighter, Probationary Firefighter, and Fire Inspector employed by the Southern Manatee Fire & Rescue District. Certification number 1701.

All full-time employees in the classifications of Battalion Chief, Lieutenant, and Training Director/Captain employed by the Southern Manatee Fire & Rescue District. Certification number 1794.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

##### **Non-Discrimination**

Union and District shall apply the provisions of this Agreement equally to all employees without discrimination because of race, color, religion, sex, national origin, age, disability, marital status, political affiliation or membership or non-membership in Union in accordance with applicable Federal and State law.

##### **Non-Discrimination by Union**

Union shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC, and will accept persons into its organization as full members without regard to race, color, religion, sex, national origin, age, disability, marital status, or political affiliation.

##### **Non-Discrimination by District**

The District shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC, and will not discriminate against any employee covered by this Agreement because of membership in Union or legitimate, lawful activity on behalf of Union members.



## **ARTICLE 4**

### **RIGHTS OF EMPLOYEES**

#### **Union Activity**

Employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to join, and participate in, or to refrain from joining or participating in, Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative.

#### **Union Membership**

Nothing in this Agreement shall require an employee to become or to remain a member of Union or to pay any monies to Union.

#### **Fair and Equitable Treatment**

Employees shall have the right to fair and equitable consideration of all provisions of this Agreement, operational procedures and directives of the Fire Department, and District's Employment Rules.

#### **Applicability of District's Employment Rules**

Employees are subject to District's Rules. If any conflicts occur between this Agreement and District's Rules, this Agreement shall take precedence.

#### **Prevailing Rights**

Employees shall obey and shall enjoy the protection of all the District's rules, regulations, the prevailing bargaining agreement and past practices. A past practice is a practice which does not conflict with any existing written rule, regulation or directive of the District. A past practice must also meet all three (3) of the following criteria which have been established by the Florida PERC: (a) the practice must be unequivocal; (b) the practice must have existed substantially unchanged for a significant period of time; and (c) the practice must be one which employees could reasonably expect to continue unchanged.

## ARTICLE 5

### MANAGEMENT RIGHTS

#### Section 1.

It is the prerogative of the Southern Manatee Fire & Rescue District to operate and manage its affairs in all respects in accordance with its responsibilities, powers, and or authority. The chief or his designate retain the rights which include, but are not limited to the following:

- A. To determine the organization of the Southern Manatee Fire & Rescue District;
- B. To determine the purpose and functions of the Department and its constituent divisions/operations;
- C. To manage the Fire Department and exercise control and discretion over the organization of the Department and the operations and activities thereof to include but not be limited to duties and activities of personnel during shift time.
- D. To perform those duties and exercise those duties and those responsibilities which are assigned to it by Federal and State Law, by Ordinance or by District regulation.
- E. To exercise control and discretion over the organization and efficiency of operations of the District.
- F. To set standards for services to be offered to the public.
- G. To manage and direct and maintain efficiency of the employees of the District.
- H. To hire, examine for purposes of hiring and promotion, promote, train, transfer for non-punitive reasons, assign, schedule and retain employees in positions with the District, in accordance with the collective bargaining agreement.
- I. To select supervisory personnel from the workforce strictly on the basis of management's determination of individual ability using a fair and equitable process.
- J. To suspend, demote, discharge, transfer or take other disciplinary action against employees for just cause.
- K. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds.

- L. To decide the use and number, location, design and maintenance of the Fire Department's facilities, supplies, equipment, property and structures. To relocate, remodel or otherwise revise operations and facilities.
- M. To establish, change, or modify duties, tasks, and grades of positions or employees assigned to an organization, unit, department or project consistent with the rank structure established herein.
- N. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions, so long as there is no conflict with the collective bargaining agreement.
- O. To engage in new developmental programs or projects and/or revise the methods of performing the Department's mission.
- P. To use managerial, supervisory employees or reserve/volunteer personnel to perform work performed by employees. EVOP personnel are to be used to supplement staffing, not to ensure minimum staffing levels.
- Q. To make studies of workloads, job assignments, method of operation and efficiency from time to time.
- R. To introduce new, different or improved methods, means, processes, maintenance, service and operations.
- S. To determine the uniform to be worn by personnel while on shift.

**Section 2.**

The District Commission has the sole authority to determine the purpose and mission of the Fire Department and the amount of the budget to be adopted consistent with state law.

**Section 3.**

If civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, non-monetary provisions of the collective bargaining agreement may be suspended by the Fire Chief during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 4.**

It is expressly understood that the Southern Manatee Fire & Rescue District shall not be determined to have waived or modified any of the rights reserved to the Southern Manatee Fire & Rescue District under this policy by not exercising said rights either in a particular manner or in a particular matter or at a particular time.

**Section 5.**

For the purpose of this policy, the term Employer, Fire Chief or Chief Officer shall also include any Career Officer of the Fire Department authorized to act in the capacity of the Fire Chief.

**Section 6.**

The Union retains all rights to bargain any proposed changes to the terms and conditions of employment that are mandatory subjects of bargaining not addressed by this agreement.

The Union retains all rights to bargain over legally recognized impacts identified by the Union as a consequence of a decision by the District which impacts terms and conditions that are mandatory subjects of bargaining, and which are not addressed by this agreement.

## ARTICLE 6

### LABOR - MANAGEMENT COMMITTEES AND RULES

#### Districts Committees

The District and Union agree to the following list as ongoing established committees.

Labor – Management Committee  
Safety Committee  
Apparatus / Equipment Committee

#### Authorized Time Off

While on duty, up to three (3) authorized bargaining unit employees shall be permitted to attend meetings for the Committees listed above.

While on duty two (2) authorized bargaining unit employee shall be permitted to attend meetings for Contract Negotiations, Grievance proceedings, Budget meetings and general meetings of the Board of Fire Commissioners.

While on duty authorized Pension Board Trustees shall be permitted to attend meetings of the Pension Board.

#### Composition of Committees

##### Labor – Management Committee

A Labor/Management Committee shall be established and maintained for the purpose of improving Labor/Management relations. Personnel assigned to the committee may vary from meeting to meeting with the Fire Chief and the Southern Manatee D.V.P. each choosing up to two (2) additional committee members for each meeting; however the Fire Chief and the Southern Manatee D.V.P. shall be the minimum required to meet. The purpose of these meeting(s) may be for but not limited to *Rules & Regulations, Insurance, Training or Promotion*. The committee shall meet monthly to confer concerning general problems that arise in the day to day functions of the Fire Department. The Administration and the Labor/Management Committee shall make every effort to resolve all issues that arise in a manner that is satisfactory to both Labor and Management.

### **Safety Committee**

The Safety Committee's purpose is make constructive recommendations on department safety issues in effort to prevent future incidences. The Safety Committee shall have no role in determining any form of discipline when an employee is involved in an accident or incident. The committee shall be made up of the Training Director, one (1) Battalion Chief, one (1) Lieutenant and three (3) First Class Fire Fighters (1 from each shift). Formal recommendations if any shall be delivered to the Chief and Southern Manatee's DVP for final action.

### **Apparatus/ Equipment Committee**

The Apparatus and Equipment Committee shall gather data and specifications to provide input on the purchasing of department apparatus and equipment. This joint committee shall be made up of one (1) Deputy Chief, one (1) Battalion Chief, three (3) Lieutenants (1 from each shift), and three (3) First Class Fire Fighters (1 from each shift) from the bargaining unit. Each person shall have a vote on any issues where a vote is required. Formal recommendations if any shall be delivered to the Chief and Southern Manatee's DVP for final action.

**\*Committee members that attend meetings off duty shall be considered as hours worked.**

## **ARTICLE 7**

### **DUES DEDUCTION**

The District agrees to withhold Union Dues of each employee member who authorizes such payroll deduction by the execution and submission to the District of a signed and dated dues deduction form.

The Union shall notify the District yearly, in writing, of the amount of dues that shall be deducted each pay period. Any changes in the amount to be deducted shall be made in writing to the District at least thirty (30) days prior to the effective date of the change.

Dues deduction shall remain in effect for as long as the Union is the certified bargaining agent and the employee is a member of the Union, unless the employee revokes the authorization, in writing to the District and the Union at least thirty (30) days prior to the effective date of the revocation of authorization.

The Union shall notify the District in writing of the address of the Union office authorized to receive the dues and of any changes thereto. The amount of dues deducted by the District shall be transmitted to the Union by mail on a bi-weekly basis.

## **ARTICLE 8**

### **HOLIDAYS**

#### **Shift Employees**

The district will pay all shift employees an additional ten hours for each of the holidays observed by staff employees, this amount to be reflected in the payroll period in which the holiday occurs. The hourly rate for shift employees is based on a 24-hour shift. Shift employees will also receive a Floating Holiday and a Birthday Holiday (36 hours each) which may be taken off, with approval, anytime during the calendar year. The Floating Holiday and Birthday must be taken within the fiscal year they are earned and must be taken in (12) hour increments.

#### **Staff Employees**

All staff employees will have off and the business office will be closed for the following holidays: New Year's Day, President's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, September 11<sup>th</sup>, Thanksgiving Day and the day after, and Christmas Day and the day after. Staff employees will also receive a Floating Holiday and a Birthday Holiday (10 hours each) which may be taken off, with approval, anytime during the calendar year. The Floating Holiday and Birthday must be taken within the fiscal year they are earned.

- For staff, in the event the observed holiday falls on a Friday, Saturday, or Sunday, the Fire Chief will ask the employee on whether they want to take off on either the preceding Thursday or the following Monday as the observed holiday, This is to ensure that some staff are in the office to maintain normal business hours.
- Employees both shift and staff will not be paid for holidays until after completion of 90 days of employment, excluding Floating Holiday and Birthday. Floating Holiday and Birthday will be awarded after 1 year of employment.



## ARTICLE 9

### SPECIALTY PAY

The following certifications will be recognized by the district as specialized certifications.

#### **Shift Employees**

Paramedic  
Fire Safety Inspector  
Fire Officer One  
Field Training Officer  
Fire Instructor I  
Haz-Mat Team or 160hr State Tech  
Light Tech Rescue Team\*\*  
Pump Operator

#### **Staff Employees**

Fire Fighter  
Paramedic  
Related AS Degree\*  
Fire Investigator  
Fire Instructor I  
Juvenile Fire Setter  
Life Safety Educator

Employees in these classifications shall receive a pay differential of \$600 per classification per year, not to exceed three (3) classifications or \$1,800.

In order for employees to become recognized as part of a specialized certification unit, they must successfully complete any related educational requirements and successfully pass any state certification exam. Additionally, they must complete any departmental training required for that specialized certification.

At any time an employee fails to maintain certification in a classification, he or she will no longer be a member of the unit and will no longer receive the specialty pay.

Since the minimum job certifications for employment is both Firefighter II minimum standards and State of Florida Emergency Medical Technician, EMT pay will be incorporated into the base pay of employees upon ratification of this agreement. Employees that are not EMT State certified will have \$600 added to their base salary once they obtain this State certification.

Effective September 30<sup>th</sup>, 2016, Fire Officer I will become a minimum requirement for Lieutenant, Captain, and Battalion Chief, when this occurs, the Fire Officer I pay will be incorporated into the base pay of all employees currently receiving this specialty pay prior to September 30<sup>th</sup>, 2016. After September 30<sup>th</sup>, 2016 this Specialty Pay will cease to exist.

### **Minimum Job Certification & Continual Educational Training**

The District shall provide, at no cost to the employee, those courses deemed by the District to be necessary to maintain the level of certification required for the employee's job classification (e.g. CPR BLS Provider, ACLS Provider). The District reserves the right to determine the method by which courses shall be provided.

Any employee who elects not to participate in the District-sponsored class(es) is responsible to comply with all state laws, rules, and regulations for certification and licensure as an Emergency Medical Technician / Paramedic, including the maintenance of their CPR certification, with no cost to the District.

District EMT's and Paramedics are required by Florida Law, Chapter 401 to maintain their certification requirements through completion of continuing educational requirements every two (2) years, failure to meet this State requirement could result in State fines and revocation of their license through the State of Florida and loss of this certification can result in not meeting the District's minimum job certification requirements. Late fees and fines as a result of an employee not complying with Florida Statute 401 will be at the employee's expense.

\*Unless enrolled in the State Educational Incentive Program

\*\*Completion of all required classes for the Light Tech Rescue Team is acceptable

**ARTICLE 10**  
**LONGEVITY**

Longevity pay shall be 0.5% of base pay for each year of completed service.

Additional pay for longevity shall be paid bi-weekly to each permanent full-time employee, provided that the minimum number of years completed shall be calculated from the employee's hire date. The longevity pay shall not be cumulative and shall not be added to the employee's base rate.

## ARTICLE 11

### SHIFT EXCHANGE

Shift employees shall be granted shift exchange subject to the guidelines as established below. The shift exchange will not result in any additional overtime or affect the annual leave of the individuals involved. There shall be no cash paybacks or cash for work trade. Shift exchanges will be permitted between all shift employees within the bargaining units provided there are no staffing hardships created. The following applies:

- a) A fully completed written request must be turned in 60 hours prior to any exchange; including the payback date of the shift exchange. Shift exchanges requested less than 60 hours are permitted for all shift employees within the bargaining units with supervisor approval.
- b) Must have 48 hour prior approval by both of the employees' supervisors.
- c) Both sides of any shift trade must be completed within three hundred sixty-five (365) days of the shift exchange initiation.
- d) Shift exchanges are limited to 1 hour increments with a 1 hour minimum.
- e) Double exchanges are permitted for all shift employees within the bargaining units with supervisor approval.
- f) At no time shall an exchange result in overtime for the District.

Person calling off for sick is charged sick time.

○ CLARIFICATION

- a) If an employee who has agreed to work an exchange calls in sick, sick time will be charged to that employee. Since employee requesting change got the time off, he is still responsible for paying back the employee who agreed to work but called in sick.
- b) Since the employee requesting the exchange did get the time off, the obligation of the exchange of duty has been met for both employees.
- c) Failure to work an exchange of duty will result in revocation of any future Shift Exchange privileges as follows:
  - i. If this occurs once in 6 month period, the employee who failed to work will have their future Shift Exchange privileges revoked for 6 months.
  - ii. If the employee who failed to work fails to work an exchange again in a one year time frame will have their future Shift Exchange privileges revoked for one year.

- iii. Any scheduled pay back exchange will be honored.
- d) Member being relieved will not be eligible for Workers' Compensation or other associated benefits which would ordinarily be connected with an on-duty injury, but will continue to receive regular salary while off duty.
- e) The person working the time will be covered by all applicable benefits in case of injury, but will not receive salary or any other benefits for the fill-in period.
- f) Fill-in person is obligated to remain on duty for the full time agreed to and approved in the exchange.
- g) The Chief or his designee retains full discretion to deny any shift exchange request depending on unique circumstances at the time, including the needs of the District.
- h) If a person is out on a Workers' Compensation Leave, all Shift Exchange privileges and/or rights are suspended until such time firefighter is released for and has returned to full duty.

## **ARTICLE 12**

### **WORK SCHEDULE / HOURS WORKED**

**Inspectors and Captains** work a 40 hour workweek and throughout this contract will be referenced as staff employees. The Fire Chief has the discretion to determine the schedule.

**Firefighters, Lieutenants and Battalion Chiefs** work a 24 hour shift starting at 7:30 am to 7:30 am the next day (24 hours) and throughout this contract will be referenced as shift employees. They are on shift for 24 hours and are off duty for 48 hours.

#### **Payroll Work Period**

For purposes of calculating overtime in compliance with the Fair Labor Standards Act (FLSA), Federal Legislation which sets minimum wage, overtime pay, equal pay, record keeping and child labor standards for covered employees. The District uses a twenty-eight day “work period” for shift employees and a seven day work week Monday through Sunday for staff employees.

#### **Overtime**

During the seven day work period identified above, staff employees are scheduled to work a minimum of 40 hours. Any hours worked in excess of 40 in the work period shall be paid at time and one-half.

During the twenty-eight day work period identified above, shift employees are scheduled to work a minimum of 212 hours. Any hours worked in excess of 212 in the work period shall be paid at time and one-half. Time off, known as Kelly Days, are not an option.

Payroll shall be bi-weekly.

All time off shall be considered as hours worked when determining overtime with the exception of sick time. Time off associated with a covered Worker’s Compensation injury shall also be considered as hours worked when determining overtime.

#### **Holdover**

When an overtime holdover is generated from the oncoming shift, the off going shift shall have the initial opportunity to fill the holdover need.

When an overtime holdover is generated by an “on duty” employee during the course of their shift, the oncoming shift shall have the initial opportunity to fill the holdover need.

All holdovers will be rank for rank, unless the off going shift does not have that rank, in which case another rank may be utilized.

When staffing drops below three (3) personnel per “first out” responding unit, a holdover opportunity shall exist.

When three (3) or more Officers are off duty, a holdover opportunity shall exist.

When a Battalion Chief is off duty his position will be filled by an Acting Battalion Chief from his/her shift. If no trained Acting Battalion Chief is available from that shift then the off going Battalion Chief shall fill the holdover need. All or part of the holdover can be shared with another Operations Division Battalion Chief.

Each Station 1 Lieutenant shall maintain a log sheet for their shift and record the hours, keeping the log current. The log sheets of all three (3) shifts shall be kept in a single binder to provide access for all Station 1 Lieutenants to properly schedule holdover equitably and evenly.

The Station 1 Lieutenant will contact the affected rank employees, (\*if they are available), starting with the employee with the lowest recorded holdover hours. Each employee in the affected rank classification will be asked until coverage has been made. The Lieutenant will record on the overtime log which employee worked the holdover and the amount of hours involved.

NOTE:-An employee may not be available due to vacation, shift exchange (off duty or working the shift needing the holdover), or absent. These circumstances will not count as a refusal against the employee.

If all personnel on the off going or oncoming shift of the rank needed refuse the time offered, the person with the least amount of total recorded holdover hours shall be mandated to holdover. If two or more personnel of the same rank have accrued the same amount of holdover hours, the person with the least amount of seniority shall be mandated to holdover.

The employee that is mandated to holdover may obtain a replacement from the off duty personnel of the same rank. If there are no personnel of that rank available, then the next highest rank will be considered. The Lieutenant or Battalion Chief must approve any replacements before this will take place. The employee mandated the holdover **shall not** be released until their replacement arrives and is ready for duty (in uniform and has their bunker gear). The employee mandated to holdover will be recorded on the log as worked as well as the number of hours scheduled. The replacement will not be logged as a holdover on the log sheet.

It shall be the responsibility of the personnel to notify their Station 1 Lieutenant of any additional time worked. It is the responsibility of the Lieutenant to insure that the time is recorded on the individual's time sheet.

On January 01 of each year all holdover hours shall be continued from the previous calendar year and transferred to a new holdover log sheet. A holdover shall be rank for rank and offered to the employee with the least amount of holdover hours worked at that rank first. If two or more employees have the same amount of holdover hours, the employee with seniority will be offered it first. If all employees of that rank refuse the holdover, the employee with the least seniority in that rank/classification will be mandated to holdover. The log sheet of holdover hours shall be kept current and continue year to year without discontinuation or deletion. All holdover refusals shall be recorded and considered as a “pass” on the holdover. Employees that refuse a holdover opportunity will not be offered it again until all employees of the same rank have been offered a holdover opportunity.

No personnel shall be permitted to work more than two (2) twenty-four (24) hour shifts consecutively, unless approved by a Chief Officer.

Personnel are encouraged to contact their Supervisor one (1) shift in advance to determine if they would be scheduled for a mandatory holdover in their rank classification if the need arises.

Personnel reporting an absence are required to contact the Battalion Chief prior to 07:00 on their assigned duty day, but are encouraged to make that contact as soon as possible to allow adequate time for scheduling of personnel

If a person has a pre-scheduled off duty activity, whereas a holdover would cause a great inconvenience or expense, they are encouraged to advise their Lieutenant as far in advance as possible so that consideration can be made.

### **Prolonged Coverage Guidelines**

Purpose: To equally offer and disburse overtime for all shift personnel.

Definition: For the purpose of filling shifts for personnel that are on long term illness or injury that require more than two (2) shifts.

### **Guidelines for Disbursement**

Once the need for overtime has been determined for an employee on long term illness or injury the following shall take place.

The on-duty Lieutenant at Station 1 shall start with the senior person in the rank that needs coverage.

An overtime log book will be kept by the Station 1 Lieutenant(s) and the records in the log book will be updated by this Lieutenant.

Employees working the overtime should first be filled with the same rank, which may be



adjusted as necessary by the Battalion Chief on duty.

Example: If an employee on A-Shift has been determined that he/she will be absent more than two (2) shifts due to long term illness or injury, then the personnel of the same rank equitably and evenly on both B & C Shift shall be offered the overtime to cover the shifts; a ratio of 1 to 1, C-Shift would be offered the first holdover opportunity and B-Shift would be offered the next holdover opportunity. This 1 to 1 ration shall continue in effort to equitably and evenly distribute scheduled holdover opportunities. The shift that is offered the holdover opportunity is unable to fill the holdover vacancy on a voluntary basis then it will revert to a mandatory holdover. The employee mandated holdover shall check with the Station 1 Lieutenant/Supervisor to check the holdover log when finding a replacement which shall begin with asking the employee with the least amount of hours. The employee mandated to holdover will be recorded on the log as worked well as the number of hours scheduled. The replacement will not be logged as a holdover on the log sheet. If the employee mandated to holdover is on C-Shift and successfully finds a replacement on B-Shift, then C-Shift will have forfeited their opportunity and the next scheduled holdover opportunity will go to B-Shift.

If an employee has accepted the overtime and is unable to work the overtime on that duty day, he/she shall be required to find coverage.

The Battalion Chief shall be notified of any changes prior to the employee being relieved of the scheduled duty day.

### **Inspector Call Back**

An Inspector or Deputy Fire Marshal will be scheduled for “call back” for a seven (7) day period from Monday to Sunday. The “call back” scheduling shall be equitably and evenly distributed amongst the Inspectors and Deputy Fire Marshal. The Inspector or Deputy Fire Marshal who is scheduled for “call back” shall be paid a minimum of five (5) hours overtime for the seven (7) day period. There will be a minimum of 1 hour compensation for a call back after hours. Time after the first hour will be in quarter hour increments. The Inspectors or Deputy Fire Marshal may swap a seven (7) day period or individual days of “call back” with the Fire Marshal’s approval.

**ARTICLE 13**

**RETIREMENT**

The District shall provide a retirement plan for all unit members in accordance with the current Firefighter and General Employee pension plans at the time of ratification.

## **ARTICLE 14**

### **BULLETIN BOARDS**

The union shall be permitted to maintain one bulletin board in each of the five stations and the Administration building. The bulletin boards will be purchased by the union and shall be no larger than 2' x 3'. The District and Union shall come to an agreement on the location for the bulletin boards and they will be mounted by the District.

## **ARTICLE 15**

### **UNIFORMS**

The District will provide unit members uniforms as prescribed in the Operations Manual.

#### **SHIFT EMPLOYEES SHOE REIMBURSEMENT**

Shift employees may be allocated up to \$150 per year towards the purchase or repair of black, safety-toed shoes or boots, or black patent leather shoes of the oxford design, as approved by the department. Shoes, other than patent leather, shall be of the oxford design and shall be made of a material that can be polished. The same types of materials shall apply to boots. Such allocation will be reimbursed to the shift employees upon timely submission of a receipt in January or thereafter of that fiscal year, and documentation that the shoes or boots purchased meet the requirements. If the amount exceeds \$150, the shift employee may re-submit the receipt in the following January of the new fiscal year for the balance, up to \$150.

#### **STAFF EMPLOYEES SHOE REIMBURSEMENT**

Staff employees may be allocated up to \$150 per year towards the purchase or repair of safety-toed shoes or boots, or black patent leather shoes of the oxford design, as approved by this department. Such allocation will be reimbursed to the staff employee upon timely submission of a receipt in January or thereafter of that fiscal year, and documentation that the shoes purchased meet the requirements. If the amount exceeds \$150, the staff employee may re-submit the receipt in the following January of the new fiscal year for the balance, up to \$150.

## **ARTICLE 16**

### **UNION BUSINESS**

The District recognizes the need for IAFF employee representatives to be granted leave for the purposes of conducting union business.

Every October each member of the unit may donate up to 4.0 hours of vacation to fund the union time pool up to a maximum of 240 hours cap of the pool time. Unused pool time will be rolled to the next fiscal year if not used and annual donations will be prorated (if needed) between members of unit to bring balance up to 240 hours. There shall only be one union time pool of 240 hours to be shared between the bargaining units' representatives regardless of which bargaining unit the representative(s) is a member of.

Time off must be applied for per time off request policy.

The District shall recognize that unit members holding the following positions in the IAFF and/or the FPF to be eligible to request Union Pool Time.

President  
Vice President  
Secretary  
Treasurer  
District Vice President  
Steward  
Business Agent  
Field Service Representative  
Trustee  
Convention Delegate/Alternate

There may be one Steward recognized for the Bargaining Unit.

The names of these union officials shall be given, in writing, to the Fire Chief as well as any change in such list within five (5) days of assumption of the duties of the office.

## **ARTICLE 17**

### **UNION REPRESENTATION**

#### **Communication**

Employees who are Union representatives and employees shall have the right to communicate during regular working hours, provided this shall in no way interrupt, delay or otherwise interfere with the effective and proper service of the Fire Department.

#### **Bargaining Representatives**

The District agrees that it will deal only with the authorized representative of the Bargaining Agent in matters requiring mutual consent or other official action called for by this Agreement. The Bargaining Agent agrees to notify the District of the name of such authorized representative as of the execution of this Agreement and replacement thereof during the term of this Agreement.

#### **Union Emblem**

The District agrees to allow a reasonably-sized insignia of the International Association of Fire Fighters to be affixed to new and existing apparatus.

## **ARTICLE 18**

### **ENTIRE AGREEMENT**

Both parties acknowledge that they have had a full and complete opportunity to negotiate concerning all subjects of bargaining. This agreement constitutes the entire agreement between the parties and concludes all negotiations on all subjects, whether included in this agreement or not, for the term of this agreement except for as provided in this contract.

## **ARTICLE 19**

### **DURATION**

The 3 year term of this contract shall be October 1, 2013 through September 30, 2016.

Article 13 (Retirement) and Article 21 (Health Insurance) may be opened each year by either party; provided, however, unless otherwise mutually agreed upon, Article 13 (Retirement) reopener is limited to the employee pension contribution level.

Either party must notify the other in writing of its intention to reopen, including the article(s) to be negotiated, by June 1.

Unless otherwise mutually agreed to by both parties, negotiations for a successor agreement shall commence in June of 2016.



## **ARTICLE 20**

### **EDUCATIONAL CLASSES**

The District agrees to reimburse employees and pay for educational classes and seminars as specified in this Article, through established District payment policies.

#### **REQUIRED SCHOOLING**

If the employee is required by the District to attend school to maintain his job classification, those hours spent in actual classroom or outside instruction shall be treated as hours worked by the employee. The employee shall be compensated for such hours, subject to FLSA requirements and calculations within the work cycle.

#### **NON-REQUIRED SCHOOLING**

The District will consider payment for non-required courses only if all forms and approvals required by the District are completed per policy. Attendance of this schooling shall not be considered as hours worked and are not compensable. Employees may attend in or out of County classes on duty if staffing levels are adequate and with on duty Battalion Chief approval.

The District shall pay the cost of tuition and books, if the books are not available from Training, and the employee agrees to the following requirements:

- a. The course shall be approved by the Training Division for payment only if all required forms, registrations, and approvals are completed and submitted 21 calendar days prior to the registration deadline.
- b. If the course is graded, the employee shall have a grade "C" or above at the end of the course or if the course is graded by pass / fail, the employee must have passed.
- c. If the course is non-graded, the employee shall maintain 100% attendance, except for excusable absences per the class policy.
- d. If either B or C, above is not met, or if the course is not completed, whichever may apply, the employee is responsible for 100% of the cost for tuition and the books. The employee shall reimburse the District within (3) months.
- e. Books purchased by the District shall remain the property of the District and shall be returned to the Training Division upon completion of the course. Books not returned by the employee, or not in useable condition when returned, shall be reimbursed to the District within thirty (30) days.
- f. Upon completion of each course, the Training Director shall be notified via email and sent a copy of the course certificate.

## College Credited Courses

College credited courses determined by the District to be job related or follow the curriculum of an established Associates, Bachelors or Masters Degree in Fire Science, Emergency Medical Services, Public Administration or Public Safety Administration are eligible for reimbursement under the following criteria. This is a non-required educational program designed to reimburse employees for tuition costs as specified below:

- a. The Training Division must sign off that the following requirements have been met prior to enrolling in the course:
  1. Reimbursement approval is contingent on available funds allocated for college credited courses as established in the District's budget. Such reimbursement shall be on a first come first serve basis. If funds for reimbursement are not available in the budget for the fiscal year the course(s) is/are completed, a submission for reimbursement may be made in the next fiscal year's budget.
  2. Schools must be accredited by the Southern Association of Colleges and Schools or other accreditation association approved in advance by the Fire Chief.
  3. The school must be eligible for the employee to receive incentive payments from the Florida Firefighters Supplemental Compensation Program upon completion of the Associates or Bachelor's degree program.
- b. The outside school/seminar request form and purchase requisition should be submitted to the Training Division for approval prior to the commencement of any course.
- c. Within ninety (90) days of completion of the course, the employee shall submit a copy of the original approved form with all receipts and a grade report, and the tuition shall be reimbursed using the following criteria:

Grade A – 90% of the tuition cost.

Grade B – 80% of the tuition cost.

Grade C – 70% of the tuition cost.

Below C – 0% of the tuition cost.

Pass/Fail Course – Pass = 90% of the tuition cost, Fail = 0% of the tuition cost.

Reimbursement for classes taken at private colleges shall be based on fees charged for comparable level courses offered through State College of the State of Florida University system.

**ARTICLE 21**  
**HEALTH INSURANCE**

**MEDICAL**

The District shall provide Insurance benefits for all unit members in accordance with the current benefits in place at the time of ratification. The District provides health insurance to all shift employees, staff employees and their dependents as follows:

- The current Blue Cross & Blue Shield Health Plan shall continue to be provided for employees and dependents; 100% of premiums paid by the District
- The District shall fund employees' Health Savings Account January 1 as follows:
  - Single \$ 1,050.00 per year
  - Employee and Dependents \$ 2,100.00 per year

**Retiree Health Insurance**

1. The District shall continue to provide health insurance coverage for all future and current retirees and their dependents. This health insurance shall be the same health plan (group) that the current employees are enrolled in. All future and current retirees shall be responsible for 100% of the normal cost to the district for any coverage that the retiree chooses to enroll in.

**DENTAL & VISION**

Effective October 1, 2013, all District employees will be enrolled into a Dental and Vision Plan that will be comparable to their current dental and vision plan. The current Dental and Vision Plan will close effective September 30, 2013. Employees will have 30 days or until October 30, 2013, to submit any claims for service to be considered for payment.

## ARTICLE 22

### WORKING OUT OF CLASSIFICATION

**Section 1** - This policy shall apply only to the temporary substitution for a higher ranking shift officer by a shift employee caused by vacation or sickness of the higher ranking shift officer.

**Section 2** - An employee who is required to accept responsibilities and carry out the duties on a temporary basis of a higher ranking shift officer shall be paid additional compensation.

In the event a First Class Firefighter substitutes for a Lieutenant, he/she will be compensated \$2.50 per hour or \$60 for a 24 hour shift in addition to his/her base rate of pay.

In the event a Lieutenant substitutes for a Battalion Chief, he/she will be compensated \$4.50 per hour or \$108 for a 24 hour shift in addition to his/her base rate of pay.

## **ARTICLE 23**

### **DEFERRED COMPENSATION**

The district shall sponsor a voluntary deferred compensation program for shift and staff employees. The program is a payroll deduction plan for tax deferral and is administered by the company the employee chooses to utilize. Any employee wishing to defer money in the program should contact the Administrative Assistant.

## **ARTICLE 24**

### **SEVERABILITY AND WAIVER**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. In the event any clause, clauses or portion thereof shall be determined to be in violation of any law or otherwise held invalid by the proper legislative or judicial authority, then and in the event of such clause or clauses only, to the extent that they may be in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the remainder of this Agreement, clause of part thereof in which the violating language may appear. Upon the issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on substitute article, clause or portion thereof.

The exercise or non-exercise of the rights or privileges covered by this Agreement by the District or the Union shall not be deemed to waive any such right or privilege or the ability to exercise such right or privilege in the future.

## ARTICLE 25

### VACATION

No employee will be allowed to utilize vacation time until the completion of one year of employment. If an employee separates employment, whether voluntary or involuntary, any accrued but unused vacation time shall be paid out.

#### SHIFT EMPLOYEES

All vacation time will be scheduled according to the Operations Manual.

- Each shift employee shall have two (2) initial opportunities to select up to two (2) blocks of four (4) shifts as their initial time off selections.
- After the initial choices vacation will be granted on first come first served basis.
- There shall be three (3) vacation leave slots available for all shift personnel on each shift date unless there are extraordinary circumstances,
- Regular time off requests must be submitted no less than 60 hours prior to time off being requested and shall be responded to on a first come/first served basis within 72 hours.
- Requests may be granted with less than 60 hour notice on an emergency basis at the discretion of the Battalion Chief.
- Regular time off requests received less than 144 hours prior to time off requested shall be responded to no less than 48 hours prior to time off being requested.

Shift Employees shall earn time at the following rates:

0 - 1 year service	=	2.77 hours bi-weekly.
2 through 4 years of service	=	4.62 hours bi-weekly.
5 through 9 years of service	=	6.47 hours bi-weekly..
10 through 14 years of service	=	9.24 hours bi-weekly..
15 years through 20 years	=	11.08 hours bi-weekly..
20 years and up	=	12.93 hours bi-weekly.

#### STAFF EMPLOYEES

All vacation time will be scheduled according to the Operations Manual. Staff Employees shall earn vacation time at the following rates:

After 1 year of service	=	1.54 hours bi-weekly.
2 through 4 years	=	3.08 hours bi-weekly
5 through 9 years	=	4.62 hours bi-weekly.
10 through 14 years	=	6.16 hours bi-weekly.
15 years through 20 years	=	7.70 hours bi-weekly.
20 years and up	=	9.24 hours bi-weekly.

**VACATION ACCRUED**

Full-time employees may carry forward up to four months or seventeen weeks of unused accumulated vacation leave. Employees shall forfeit at the end of any fiscal year any accumulated vacation leave in excess of four months.

Shift Employees	900 hours
Staff Employees	680 hours

In the event of death of an employee, his or her beneficiary shall be paid for any accrued but unused vacation leave to which the employee would have been entitled under departmental rules.

**VACATION TIME PAYOUT**

Vacation time payout shall be suspended for the duration of this contract; and suspension shall remain status quo.

Personnel having 50% of the allowed accrued vacation (17 weeks) on September 30 may sell back 2 weeks of that time. Personnel having the accrued amount (17 weeks) on the books on September 30 may purchase an additional two weeks of vacation time each year. The employee may elect to have these funds transferred into the employee's 457 account, at their discretion.

	<b>50% allowed</b>	<b>17 weeks</b>
Shift Employees	450 hours	900 hours
Staff Employees	340 hours	680 hours



## **ARTICLE 26**

### **SICK TIME**

#### **SICK DAYS**

The district provides for all full time employees to accumulate sick leave at a rate in accordance with the following schedule. Sick leave may not be used until after the completion of 90 days of employment.

#### **1. Earning Rates**

- Shift employees who regularly work 216 hours in a 28-day work period accrue sick leave at the rate of 5.17 hours-bi-weekly-up to a maximum of 2,760 hours.
- Staff employees who regularly work 40 hours in a 7 -day work week, Monday through Thursday, accrue sick leave at the rate of 4.62 hours bi-weekly, up to a maximum of 2,080 hours.
- Employees shall forfeit at the end of any fiscal year any accumulated sick leave in excess of one year.

#### **2. Use of Sick Leave**

Sick leave may be authorized only for the following purposes:

- a. The employee's personal illness, injury, or exposure to a contagious disease which would endanger others.
- b. The employee's personal appointment with a doctor, dentist, or other recognized practitioner when it is not possible to arrange such appointment for off duty hours, with leave not to exceed the extent of time required to complete such appointment.
- c. An illness in the employee's immediate family makes it necessary for the employee to make arrangements for medical care of the family member, with leave not to exceed the number of hours necessary for the employee to attend to the family member. For the purposes of this section, immediate family is defined as spouse, children, registered same-sex domestic partner, including child or grandchild of a registered same-sex domestic partner, biological, adopted, legal ward, step or in loco parentis relationship, or a person who resides in the employee's household, or other financially dependent occupant of the employee's household, when the employee is the legal guardian.
- d. Employees who work a 24/48 hour shift can use a total of seventy-two (72) consecutive hours of sick leave in a calendar year without the need for a physician's note prior to returning to work. Anytime an employee calls in sick beyond the seventy-two (72) consecutive hours will require a doctor's note or shall result in the employee receiving unpaid ("X") time.
- e. Employees who work a 40 hour shift can use a total of forty (40) consecutive hours of sick leave in a calendar year without the need for a physician's note prior to returning to work. Anytime an employee calls in sick beyond the forty (40) consecutive hours will require a doctor's note or shall result in the employee receiving unpaid ("X") time.

- f. If an employee is going to be on an extended absence due to illness or injury beyond 40 or 72 hours, the employee should submit a physician's note stating the approximate period of time the employee will be out of work and include an anticipated return to work date.
- g. Notification of absence due to illness, injury, or exposure to a contagious disease shall be communicated prior to 0700 on the scheduled duty day. This notification shall be by calling the on-duty Battalion Chief for 24/48 shift personnel and for 40 hour personnel this notification will be to their immediate Supervisor. Failure to do so, may be considered grounds for denial of sick leave with pay other disciplinary action detailed within the Rules and Regulations. Battalion Chiefs and Supervisors are responsible for completing the absent report form and submitted it to the Payroll Office and Operations Chief.
- h. Sick leave will be authorized for use in connection with an illness, injury, or disability resulting from unlawful conduct, excessive use of alcohol, use of an illegal substance, or use of a drug not prescribed by a physician as long as the employee is enrolled in an approved treatment program.

### **SICK DAY ACCRUAL PLAN**

#### **Section 1. Retirement Payback**

To be eligible for this benefit the employee must have retired under a normal retirement. This cash out will only be paid at time of separation from District. If the DROP benefit has been exercised, the calculation and payout will be at the end of the DROP.

In the event of death of an employee, his or her beneficiary shall be paid any accrued sick leave to which the employee would have been entitled under departmental rules.

**Shift Employees** - After date of normal retirement employees who have accrued 1,440 hours of sick time may trade that time in to the department, at 1/3 of its value, or 480 hours. This time would be given as time off with pay prior to their actual retirement date or paid out after retirement at the time of separation from the District.

**Staff Employees** - After date of normal retirement employees who have accrued 960 hours of sick time may trade that time in at 1/3 of its value, or 320 hours. This time would be given as time off with pay prior to their actual retirement date or paid out after retirement at the time of separation from the District.

## **Section 2. Wellness Days**

**Shift Employees-** After completion of 90 days of employment, one (1) 12 hour wellness day will be given for no sick time used each three (3) month period (January through March, April through June, July through September and October through December), for a maximum amount of 48 hours per calendar year.

These days may be taken off, with approval, anytime during the calendar year and may be accrued up to 480 hours. If an employee separates employment, whether voluntary or involuntary, any accrued but unused wellness time shall be paid out.

**Staff Employees -** After completion of 90 days of employment, one (1) 10 hour wellness day will be given for no sick time used each three (3) month (January through March, April through June, July through September and October through December), for a maximum amount of 40 hours per calendar year.

These days may be taken off, with approval, anytime during the calendar year and may be accrued up to 320 hours. Wellness Days will be limited to 1 hour increments with a 1 hour minimum.

## **ARTICLE 27**

### **LEAVE TIME DONATION**

1. Each employee may, at any one time, donate up to forty-eight (48) hours for shift employees and (40) hours for staff employees of vacation, wellness or sick time. Shift employees may donate up to (40) hours to staff employees and staff employees may donate up to (48) hours to shift employees.
2. Leave donations are limited so that no employee may donate more than a maximum of forty-eight (48) hours to any one employee during any twelve month period
3. Employees receiving such donations must first exhaust their own personal vacation and sick leave accounts.
4. All leave time donated shall be deposited in the receiving employee's sick bank.

Such donations may be made at any time during the year, providing reasonable written notice is given, on a form to be prescribed by the District.

The balance in the current sick bank shall be returned to those who made the most current donations on a pro-rated basis, excluding those who utilized the bank this past year.

## **ARTICLE 28**

### **FUNERAL LEAVE**

#### **Shift Employees**

In case of death of an “Immediate Family Member” as defined below, employees are allowed one (1) twenty-four (24) hour shift off with pay if services are held within the State of Florida and two (2) twenty-four shifts if outside the State of Florida. Should more time be needed, extra time off shall be a courtesy and must be approved by the Chief of the department or his designated authority. This time would be out of other personal time (Vacation, Wellness, Compensatory Time or FH/BD).

Immediate/step family members, for purposes of funeral leave are defined as spouse and the following of the employee or the employee’s spouse: grandparents, parents, brothers, sisters, children, foster children, grandchildren, aunt, uncle, cousin, registered same-sex domestic partner, including child or grandchild of a registered same-sex domestic partner, biological, adopted, legal ward, step or in loco parentis relationship, or a person who resides in the employee’s household.

An employee requesting funeral leave due to death in the immediate family shall provide a statement to their immediate supervisor the name of the deceased and his or her relationship to the employee.

#### **Staff Employees**

In case of death of an “Immediate Family Member” as defined below, employees are allowed three (3) workday’s off with pay if services are held within the State of Florida and five (5) work days if outside the State of Florida. Should more time be needed, extra time off shall be a courtesy and must be approved by the Chief of the department or his designated authority. This time would be out of other personal time (Vacation, Wellness, Compensatory Time or FH/BD).

Immediate/step family members, for purposes of funeral leave are defined as spouse and the following of the employee or the employee’s spouse: grandparents, parents, brothers, sisters, children, foster children, grandchildren, aunt, uncle, cousin, registered same-sex domestic partner, including child or grandchild of a registered same-sex domestic partner, biological, adopted, legal ward, step or in loco parentis relationship, or a person who resides in the employee’s household.

An employee requesting funeral leave due to death in the immediate family shall provide a statement to their immediate supervisor the name of the deceased and his or her relationship to the employee.

## ARTICLE 29

### DISCIPLINE

1. All discipline imposed by the District, including termination from employment, shall be for just cause. All discipline shall be progressive, cumulative or both. The Firefighter Bill-of-Rights will be followed in all proceedings pertaining to this article, to the extent required by law.
2. Progressive discipline means that the employee is subjected to progressively more severe discipline where the standards of conduct continue to be violated for the same or separate offense. The standards for disciplinary actions specify the range of disciplinary action that may be taken for each offense and the progressive discipline which may be imposed for each succeeding offense.
3. Cumulative discipline means that prior offenses that are in the “working file” for which an employee was disciplined may be used by the disciplinary authority in determining the severity of the action to be taken for the current offense even though the prior offense(s) may not be similar to the current offense. In such situations the disciplinary action taken shall be both progressive and cumulative.
4. Normally, discipline will be progressive only. However, when an employee commits different offenses (3) within (120) calendar days and is unwilling or unable to correct their behaviors to the extent necessary to conform to reasonable conduct or work standards, progressive and cumulative discipline may be warranted and shall be applied.
5. Employees shall be entitled to representation upon request in accordance with their Weingarten Rights during any investigatory interviews, including interrogations pursuant to the Firefighter Bill-of-Rights.
6. Violation of rules, regulations, directions, standard operating procedures, policies, orders (written or oral), etc. may be dealt with in accordance with, but not limited to the following procedures:
  - A. **Coaching:** Sessions for the purposes of advising an employee of the need to change certain actions and/or behavior will be documented in the employee’s “working file” not their personnel file. These documented coaching sessions will be used at the time of the employee’s next evaluation, however will not be considered as formal discipline.

- B. **Formal Counseling:** is issued when an incident is of a nature that a record of the incident and the counseling is to be placed in an employee's personnel file or an action/behavior was repeated after coaching. Formal counseling forms are active for a period of six months. (See Appendix B).
- C. **Written Reprimand:** is issued when an incident of a nature that counseling alone would not be satisfactory, in the opinion of the supervisor, and the incident is considered to be of a more serious nature than those dealt with by counseling or an action/behavior was repeated after counseling. Written Reprimands are placed in an employee's personnel file and are active for a period of one (1) year. (See Appendix C).
- D. **Administrative Leave:** In cases of allegations of misconduct and/or unsatisfactory job performance where an investigation is warranted, the District reserves its right, depending on the circumstances, to place the employee under investigation on suspension for the duration of the investigation. Whether or not the suspension will be with pay will depend on the outcome of the investigation. If and when the employee is cleared of all charges, he or she will receive pay for the time spent on suspension. The employee shall continue to receive pay and benefits for the duration of the suspension.
- E. **Disciplinary Suspension (Without Pay):** is issued when an infraction(s) is serious enough in the view of the District that a reprimand would be an insufficient level of discipline. All disciplinary suspensions shall be documented on a Discipline Action form, which will be deemed as active for twelve (12) months. The decision to impose a disciplinary suspension may be based not only on the infraction(s) at issue, but also the employee's active disciplinary record. (See Appendix D).
- F. **Termination:** The decision to terminate an employee's employment may be based on one or more infractions, but may also take into account the employee's active disciplinary/performance record.

**DISCIPLINARY PROBATION:**

Upon a determination by the Chief Officer that probation shall be a condition of an employee's continuing employment, the terms of such probation may include, but shall not be limited to, the suspension of some or all of the following departmental privileges up to (6) months. :

1. Shift exchange;
2. Attendance of departmentally-sponsored schools and/or seminars;
3. Use of sick time (a doctor's certificate shall be required to return to work);
4. Will not be able to be considered for promotion or go through any promotional process.

The terms and conditions of probation shall be imposed in the Chief Officer's sole discretion and may vary according to the offense involved, the attitude of the offender and/or other mitigating circumstances.

3. The Corrective Action Matrix in the District's Operations Manual shall be referred to when the District imposes discipline. The Matrix sets forth a structure of progressive discipline that should typically be followed for various violations of the District's rules, regulations and/or policies. However, such progressive discipline may be varied depending on the circumstances of the particular situation, including mitigating factors.



## ARTICLE 30

### GRIEVANCE AND ARBITRATION

1. The grievance procedures set forth herein shall be the sole and exclusive method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of any provision of this Collective Bargaining Agreement. Employee discipline shall be subject to this Grievance procedure.
2. A grievance shall be defined as and limited to a dispute or disputes involving the interpretation or application of a specific part or parts of this Agreement, and discipline. Any grievance filed under this procedure shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the grievance will be signed by an officer of the Union. No grievance will be accepted which does not specifically set forth all the parts of the contract which are disputed or which are the subject of the dispute, and the grievance shall be limited to the section(s) so identified.
3. At all steps within the grievance procedure the employee or employees bringing the grievance shall be entitled to have Union representative(s) in attendance to assist him or her. The grievance procedure shall be administered in the following manner:

#### **Firefighters and Lieutenants**

##### Step 1.

The employee(s), shall first file the grievance in writing, using the attached grievance form, with their Battalion Chief. The filing of a grievance shall be done within ten (10) working days of when the grievant knew or should have known of the event giving rise to the grievance.

In those cases where the Union files a grievance, the Union shall file the grievance in writing with the Operations Chief or his designee within ten (10) working days of when the affected employee(s) knew or should have known of the event giving rise to the grievance. The procedure effectively will be at step 3 of this article.

The day of the event shall not be counted when determining if a grievance was filed in a timely manner. For the purpose of this article, workdays shall not be defined with reference to the individual grievant or grievants, but rather shall mean 0730 to 1630 hours, Monday through Friday, excluding holidays. The Battalion Chief shall meet with the grievant within ten (10) working days of receipt of the grievance and shall submit his or her decision in writing to the grievant within ten (10) working days from the date of the meeting.

Step 2.

If the grievance is not resolved at Step 1, the grievant shall present the original grievance, together with the Battalion Chief's response, to the Operations Chief or his designee, within ten (10) working days of the date the grievant received the Battalion Chief's response. Within ten (10) working days from his receipt of the grievance, the Operations Chief or his designee shall provide his answer to the grievance.

Step 3.

If the grievance is not resolved at Step 2, the grievant shall present the original grievance, together with the Operation Chief's response, to the Fire Chief or his designee, within ten (10) working days of the date the grievant received the Operation Chief's response. Within ten (10) working days from his receipt of the grievance, the Fire Chief or his designee shall provide his answer to the grievance.

Arbitration

If the grievant is dissatisfied with the grievance resolution issued by the Fire Chief or his designee, the matter may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

- (a) Within ten (10) working days from the decision of the Fire Chief, the Union must notify the Chief of its intention to arbitrate and shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The District or the Union may reject the entire list, but each party shall only be entitled to strike one such list. Within fifteen (15) working days after the receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternately strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Employer or the Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be paid by the losing party. Upon request by either party a record of the hearing shall be made, either by a court reporter or other electronic recording. The requesting party shall be responsible for all of the expenses. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. Any such party requesting a copy of such transcript shall also be responsible for 50% of the cost for the recorder. The decision of the arbitrator shall be binding on the parties so long as it is consistent with Federal and State law and this Agreement. The arbitrator shall have no

power to amend, add to, modify, ignore or subtract from the terms of this Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

- (b) The arbitrator shall arbitrate only the issues presented.
- (c) In case of discipline, the role of the arbitrator shall be to:
  - i. Determine whether just cause exists to support the resulting discipline
  - ii. Determine if the resulting discipline was proper, taking into account all evidence and testimony presented at the arbitration hearing.
  - iii. Sustain the resulting discipline, if the arbitrator finds that the District acted properly. Modify or eliminate the resulting discipline, if it is determined that just cause did not exist or that the level of discipline imposed was inappropriate for the transgression alleged.

### **Inspectors and Deputy Fire Marshal/Captain**

#### **Step 1.**

The employee(s) or the Union, shall first file the grievance in writing, using the attached grievance form, with the Fire Marshal or their designee. The filing of a grievance shall be done within ten (10) working days of when the grievant knew or should have known of the event giving rise to the grievance.

In those cases where the Union files a grievance, the Union shall file the grievance in writing with the Operations Chief or his designee within ten (10) working days of when the affected employee(s) knew or should have known of the event giving rise to the grievance. The procedure effectively will be at step 2 of this article.

The day of the event shall not be counted when determining if a grievance was filed in a timely manner. For the purpose of this article, workdays shall not be defined with reference to the individual grievant or grievants, but rather shall mean 0730 to 1630 hours, Monday through Friday, excluding holidays. The Fire Marshal or their designee shall meet with the grievant

within ten (10) working days of receipt of the grievance and shall submit his or her decision in writing to the grievant within ten (10) working days from the date of the meeting.

Step 2.

If the grievance is not resolved at Step 1, the grievant shall present the original grievance, together with the Fire Marshal's response, to the Operations Chief or his designee, within ten (10) working days of the date the grievant received the Fire Marshal's response. Within ten (10) working days from his receipt of the grievance, the Operations Chief or his designee shall provide his answer to the grievance.

Step 3.

If the grievance is not resolved at Step 3, the grievant shall present the original grievance, together with the Operations Chief's response to the Fire Chief, within ten (10) working days of the date the grievant received the Operations Chief's response. Within ten (10) working days from his receipt of the grievance, the Fire Chief shall provide his answer to the grievance.

Arbitration

If the grievant is dissatisfied with the grievance resolution issued by the Fire Chief or his designee, the matter may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

- (a) Within ten (10) working days from the decision of the Fire Chief, the Union must notify the Chief of its intention to arbitrate and shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The District or the Union may reject the entire list, but each party shall only be entitled to strike one such list. Within fifteen (15) working days after the receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternately strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Employer or the Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be paid by the losing party. Upon request by either party a record of the hearing shall be made, either by a court reporter or other electronic recording. The requesting party shall be responsible for all of the expenses. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. Any such party requesting a copy of such transcript shall also be responsible for 50% of the cost for the recorder. The decision of the arbitrator shall be binding on the parties so long as it is consistent with Federal and State law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this

Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

- (b) The arbitrator shall arbitrate only the issues presented.
- (c) In case of discipline, the role of the arbitrator shall be to:
  - iv. Determine whether just cause exists to support the resulting discipline
  - v. Determine if the resulting discipline was proper, taking into account all evidence and testimony presented at the arbitration hearing.
  - vi. Sustain the resulting discipline, if the arbitrator finds that the District acted properly. Modify or eliminate the resulting discipline, if it is determined that just cause did not exist or that the level of discipline imposed was inappropriate for the transgression alleged.

### **Training Director/Captain and Battalion Chiefs**

#### Step 1.

The employee(s) or the Union, shall first file the grievance in writing, using the attached grievance form, with the Operation Chief or their designee. The filing of a grievance shall be done within ten (10) working days of when the grievant knew or should have known of the event giving rise to the grievance.

In those cases where the Union files a grievance, the Union shall file the grievance in writing with the Fire Chief or his designee within ten (10) working days of when the affected employee(s) knew or should have known of the event giving rise to the grievance. The procedure effectively will be at step 2 of this article.

The day of the event shall not be counted when determining if a grievance was filed in a timely manner. For the purpose of this article, workdays shall not be defined with reference to the individual grievant or grievants, but rather shall mean 0730 to 1630 hours, Monday through Friday, excluding holidays. The Operation Chief or their designee shall meet with the grievant within ten (10) working days of receipt of the grievance and shall submit his or her decision in writing to the grievant within ten (10) working days from the date of the meeting.

Step 2.

If the grievance is not resolved at Step 1, the grievant shall present the original grievance, together with the Operation Chief's response, to the Fire Chief or his designee, within ten (10) working days of the date the grievant received the Operation's response. Within ten (10) working days from his receipt of the grievance, the Fire Chief or his designee shall provide his answer to the grievance.

Arbitration

If the grievant is dissatisfied with the grievance resolution issued by the Fire Chief or his designee, the matter may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

- (a) Within ten (10) working days from the decision of the Fire Chief, the Union must notify the Chief of its intention to arbitrate and shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The District or the Union may reject the entire list, but each party shall only be entitled to strike one such list. Within fifteen (15) working days after the receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternately strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Employer or the Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be paid by the losing party. Upon request by either party a record of the hearing shall be made, either by a court reporter or other electronic recording. The requesting party shall be responsible for all of the expenses. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. Any such party requesting a copy of such transcript shall also be responsible for 50% of the cost for the recorder. The decision of the arbitrator shall be binding on the parties so long as it is consistent with Federal and State law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.
- (b) The arbitrator shall arbitrate only the issues presented.
- (c) In case of discipline, the role of the arbitrator shall be to:

- vii. Determine whether just cause exists to support the resulting discipline
- viii. Determine if the resulting discipline was proper, taking into account all evidence and testimony presented at the arbitration hearing.
- ix. Sustain the resulting discipline, if the arbitrator finds that the District acted properly. Modify or eliminate the resulting discipline, if it is determined that just cause did not exist or that the level of discipline imposed was inappropriate for the transgression alleged.

**ARTICLE 31**  
**MEDICAL EXAMINATION**

Each member of the bargaining unit shall undergo a physical examination (Life Scan or an equivalent examination), including blood work, in accordance with the Operations Manual. The schedule of physicals shall follow:

Forty-five (45) years old and older, once a year.

Under forty-five (45) years old, every two (2) years.

The physical shall be at no cost to the bargaining unit member and will be scheduled on the member's duty day unless the bargaining unit member misses his/her scheduled physical, then the member will have to make up the physical on his/her own time.



**ARTICLE 32**

**WAGES**

Employees shall be paid pursuant to the following schedule in accordance with Article 12 of this agreement.

<b>Rank</b>	<b>2014 Base Hourly Rate</b>	<b>2015 Base Hourly Rate</b>	<b>2016 Base Hourly Rate</b>
Battalion Chief	\$ 26.78	\$ 27.87	\$ 28.96
Training Director, Fire Marshal/Captain	\$ 34.61	\$ 36.06	\$ 37.50
Lieutenant	\$ 21.56	\$ 22.65	\$ 23.74
1 <sup>st</sup> Class FF	\$18.37	\$19.46	\$20.55
2 <sup>nd</sup> Class FF	\$17.15	\$18.24	\$19.33
3 <sup>rd</sup> Class FF	\$15.71	\$16.80	\$17.89
Probationary FF	\$13.87	\$14.96	\$16.05
1 <sup>st</sup> Class Inspector	\$30.96	\$32.40	\$33.84
2 <sup>nd</sup> Class Inspector	\$27.56	\$29.00	\$30.45
3 <sup>rd</sup> Class Inspector	\$26.47	\$27.91	\$29.35
Probationary Inspector	\$24.36	\$25.81	\$27.25

The pay schedule shall take effect during the first pay period in January of each year.

The District shall compensate all Bargaining Unit members with a “merit bonus” check in the amount of \$2500 within the month of contract ratification.

Shift employees shall be paid a minimum of 2,756 hours straight time and 156 hours of overtime annually for their normal work schedule as outlined in Article 12 and in compliance with this agreement.

Staff employees shall be paid a minimum of 2,080 hours straight time annually for their normal work schedule as outlined in Article 12 and in compliance with this agreement.

**ARTICLE 33**  
**CERTIFICATION REQUIREMENTS**

**Firefighters**

After October 1, 2011, at the time of hiring all firefighters shall have their minimum standards certification as issued by the State of Florida Bureau of Fire Standards and Training for Firefighter and shall be a Florida licensed Emergency Medical Technician (EMT). Certification as a Florida licensed Paramedic may be used in lieu of the EMT requirement. These certifications are a requirement of continued employment.

**Inspectors**

After October 1, 2011, at the time of hiring all inspectors shall have a Fire Inspector I Certification as issued by the State of Florida Bureau of Fire Standards and Training from the State of Florida. This certification is a requirement of continued employment as an Inspector.

**ARTICLE 34**  
**SUCCESSORS AGREEMENT**

This Agreement shall be binding upon the successors and the assigns of the parties hereunto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

## **ARTICLE 35**

### **SENIORITY, LAYOFF AND RECALL**

#### **Initial/Extended Probationary Period**

All newly-hired employees shall be placed on probation for their first twelve (12) months of actual work.

However, this probationary period may be extended an additional three (3) months of actual work at the discretion of the Fire Chief. Management shall inform the probationary employee of the reason(s) for any extension.

Employees on probationary status shall be eligible for membership in Union, and shall be subject to the terms of this Agreement

The District may terminate any employee during their initial probationary period or any extension thereof for poor performance. Any employee terminated during his initial probationary period or any extension thereof shall be given written notice of his termination.

#### **District Seniority**

District Seniority is understood to mean an employee's most recent date of employment or reemployment by the District. The employee with the greater length of service will have the most seniority which shall include the employee's part-time/volunteer date if applicable.

District Seniority shall be used to determine any express provision of this Agreement based on length of service. (i.e. vacation picks and promotional exam ties). Seniority list will be posted and updated on an annual basis.

#### **Identical Seniority Dates**

In the event two (2) or more employees have the same District Seniority, the employee with the lowest last 4 digits of the Social Security Number will be deemed to be senior.

#### **Loss of Seniority**

Employees shall lose District Seniority upon separation, excluding employees recalled from layoff under the provisions of this article.

## **Layoff**

In the event of the need to reduce personnel within the bargaining units, the District and Union shall meet to negotiate alternative options prior to the layoff implementation. If a layoff is implemented, the employee(s) shall be given no less than five (5) working days of notice in advance of layoff and shall be laid off in the following order: (a) part-time employees; (b) employees on initial probation; and (c) full-time employees.

## **Selection for Layoff**

Full-time employees shall be laid off in reverse order of their District Seniority.

## **Recall from Layoff**

Recall shall be in reverse order of layoff. Recalling the laid off employee(s) shall take precedence over hiring of a new employee(s).

## **Recall Rights**

Employees retain recall rights to the classification from which they were laid off for 12 months. If recalled within that 12-month period, an employee's District Seniority shall be restored. Otherwise, the recalled employee shall be considered a new employee.

## **Physical Examination**

The District reserves the right to require successful completion of a post-recall physical examination before any recalled employee returns to work. Said physical examination shall be consistent with the District's pre-employment requirements.

## **Notice of Recall**

The District will offer recall to laid-off employees by certified mail to the last known address on file with District's office. Within 14 calendar days after receiving the recall notice, laid-off employees must notify the Fire Chief in writing that they intend to return to work. Failure to do so may result in a forfeiture of seniority and recall rights. The District will make every effort to contact laid off employees for recall.

## **ARTICLE 36**

### **SEPARATION OF EMPLOYMENT**

If an employee chooses to resign or retire from the District, they must comply with the following:

- Provide a full 2 week written notice.
- Complete any and all required paperwork.
- Participate in an exit interview.
- Return all District property assigned to or in custody of the employee.
- Repay any monies due the District, pursuant to District policy.

Failure to comply with any of the above items shall result in a memorandum of ineligibility for re-hire to be placed in the employee's personnel file. A copy of the letter shall be provided to the union.

## **ARTICLE 37**

### **PROMOTIONS PROCESS**

#### **COMPETITIVE TESTING**

##### **Examinations**

There shall be examinations for the classifications of Lieutenant, Captain and Battalion Chief.

##### **Criteria for Promotional Examination – Lieutenant**

Candidates for promotion to Lieutenant shall meet the following criteria:

- A. Candidates must be a 1<sup>st</sup> Class Firefighter/EMT for one (1) year-and have completed the Officer Candidate Program with the Southern Manatee Fire Rescue District.
- B. Candidates must possess Fire Officer 1 Certification as issued by the Florida State Fire Marshal – Bureau of Fire Standards and Training.

##### **Criteria for Promotional Examination – Captain**

Candidates for promotion to Captain shall meet the following criteria:

- A. Candidates must have served as a Lieutenant with the Southern Manatee Fire Rescue District for one (1) year.
- B. Candidates must possess Fire Officer 1 Certification as issued by the Florida State Fire Marshal – Bureau of Fire Standards and Training.

##### **Criteria for Promotional Examination – Battalion Chief**

Candidates for promotion to Battalion Chief shall meet the following criteria:

- A. Candidates must have served as a Lieutenant with the Southern Manatee Fire Rescue District for five (5) years and completed the Acting Battalion Chief Program.

##### **Assessment Process**

All assessments shall be designed to fairly and impartially assess the candidate's abilities to perform the duties of the classifications, i.e., Lieutenant, Captain or Battalion Chief.

The assessment process for Lieutenant and Captain shall consist of the following components:

- A. Written Exam – a one hundred (100) question exam. A passing score of 70% must be obtained in order to move on through the assessment process.

- B. Presentation Project – Candidates are tasked to develop, provide, and present a fifteen (15) minute innovation way to improve a service or operation within the Southern Manatee Fire Rescue District.
- C. Counseling Scenario – Candidates will be tasked to resolve a personnel matter or citizen complaint.
- D. Tactical Scenario – Candidates will be given a tactical scenario in which they will be presented with information about the date, day of the week, temperature, and wind direction. Dispatch information is provided and a picture of the scene and/or diagram of the scene. Candidates are then to give a brief presentation as to how they would command the incident.

The assessment process for Battalion Chief shall consist of the following:

- A. Written Exam – a one hundred (100) question exam. A passing score of 70% must be obtained in order to move on through the assessment process.
- B. Presentation Project – Candidates are tasked to develop, provide, and present a fifteen (15) minute innovation way to improve a service or operation within the Southern Manatee Fire Rescue District.
- C. Counseling Scenario – Candidates will be tasked to resolve a personnel matter or citizen complaint.
- D. In-basket Exercise – Candidates are given a list of items that must be addressed with a certain time frame. The candidate is asked to prioritize the items and justify his reasons. This exercise outlines time management, writing, and setting priorities.
- E. Tactical Scenario – Candidates will be given a tactical scenario in which they will be presented with information about the date, day of the week, temperature, and wind direction. Dispatch information is provided and a picture of the scene and/or diagram of the scene. Candidates are then to give a brief presentation as to how they would command the incident.
- F. Oral Interview – Candidates will be asked a series of questions about the organization and/or the position that they are assessing for.

Each section of the assessment will be graded separately and then all sections of the assessment will be totaled for an overall final score.

Additional points can be earned based on the following:

- 1 point for Associates Degree\* (\*candidate can only obtain points for one degree)
- 2 points for Bachelor's Degree\*
- 1 point for State Certified Fire Instructor

**Selection Process:**

After successful completion of the assessment process, candidates shall be ranked on an eligibility list. This list shall be created based on candidates total score, ranked in descending order.



In the event of a tie, seniority (DOH) shall be used to the candidate's placement on the eligibility list.

The IAFF shall have the opportunity to be present during the entire assessment process, review the results and the ranked eligibility list prior to being posted.

The selection will be made based on the order of the list starting with the first candidate. The eligibility list shall remain in place for no more than 12 months and be placed in each station.

**Qualifications for Firefighters to work as an Acting Lieutenant:**

In order for a Firefighter to work as an Acting Lieutenant, the minimum qualifications are as follows:

- A. Must be a 1<sup>st</sup> Class Firefighter/EMT with one (1) year and completion of the Officer Candidate Program with the Southern Manatee Fire Rescue District.
- B. Must have Fire Officer 1 Certification or all required classes as issued by the Florida State Fire Marshal – Bureau of Fire Standards and Training.

Firefighters meeting these qualifications shall be used in replacing a Lieutenant. All firefighters shall be given the opportunity to enroll in the Officer Candidate Program. The utilization of Firefighters in this capacity will be fairly rotated thus giving all qualified Firefighters an equal chance to work as an Acting Lieutenant. Battalion Chief's will ensure that this rotation is fairly distributed among their qualified 1<sup>st</sup> Class Firefighters that are on their shift.

**Qualifications for Lieutenant to work as an Acting Battalion Chief:**

In order for a Lieutenant to work as an Acting Battalion Chief, the minimum qualifications are as follows:

- A. Must be a Lieutenant/EMT with five (5) year experience and completion of the Acting Battalion Chief Program with the Southern Manatee Fire Rescue District.
- B. Must have Fire Office 1 Certification as issued by the Florida State Fire Marshal – Bureau of Fire Standards and Training.

Lieutenants meeting these qualifications shall be used in replacing a Battalion Chief. All Lieutenants shall be given the opportunity to enroll in the Acting Battalion Chief Program. The utilization of Lieutenants in this capacity will be fairly rotated thus giving all qualified Lieutenants an equal chance to work as an Acting Battalion Chief. Battalion Chief's will ensure that this rotation is fairly distributed among their qualified Lieutenants that are on their shift.

Battalion Chief's will ensure that they fairly rotate (use) their qualified personnel on their respective shift when filling Acting Positions.

## **FIREFIGHTERS**

The firefighter must complete all of the following requirements prior to promoting to their next rank. Upon completion of all of the steps in this procedure the Chief or his designee will authorize promotion. The Chief or his designate shall be authorized to make all decisions regarding, hiring, firing, promotions, and demotions of all personnel below the rank of Chief.

All new employees will have a probationary employment period of one year from date of hire and are subject to termination without cause.

### ***Testing Policy –***

Practical and written exams are administered every January, April, July, and October. Applicant must submit a completed form # 025 to the Training Division at least 14 calendar days prior to test date in order to sit for promotional test. Passing information from any test, exam, quiz or practical test to another person is against the policy of the Department. Soliciting test information from another person is also against policy. Passing score on all tests shall be 70%.

- **The firefighter must maintain a monthly quiz average of 70% or greater for the previous 6 months.**
- **The applicant must obtain an overall rating of satisfactory or better on their most recent employee evaluation.**
- **The firefighter will be required to have at least one year of experience at each rank before promoting to the next rank, with the following exceptions:**

A firefighter may receive 2 months credit for every year served as a volunteer firefighter with SMFR up to six months total credit. For example if a firefighter has been a volunteer with SMFR for two years the firefighter can promote to 3<sup>rd</sup> class 4 months early. Also if a firefighter has been a state certified full time firefighter for one year or more at another fire department they shall receive 6 months credit toward their experience requirement. Advancement to 3<sup>rd</sup> class will be the only time this credit can be used.

## **3rd Class**

**Firefighters of Southern Manatee Fire Rescue are required to complete the following requirements to promote to the rank of 3<sup>rd</sup> class firefighter:**

- Certificate of Compliance from the State of Florida.
- Florida State Certified Emergency Medical Technician
- Must be NIMS Compliant

- Certified rider on all units -These will be specific tests obtained from your Shift Training Officer
- Complete 32 Box Map Tests- These will be specific map tests obtained from your Shift Training Officer
- Score of 70% or better on promotional exam.
- Score of 70% or better on the practical exam.
- Monthly quiz average of 70% or greater for the previous 6 months.
- Satisfactory employee evaluation.
- Recommendation from the Oral Review Board to promote

Personnel are required to have at least one year of experience as a 4<sup>th</sup> class firefighter before promoting to 3<sup>rd</sup> class. Firefighters are required to promote to 3<sup>rd</sup> class no later than two years after being hired or may be subject to discipline up to and including termination.

Completion of the following classes is strongly suggested for a firefighter promoting to 3<sup>rd</sup> class:

Fire Service Hydraulics *	Apparatus Operations *(including EVOC)
Aerial Operations	I-100 I-200

\* These classes the department will consider paying for after 6 months of employment.

After one year, and the successful completion of Fire Apparatus Operations and Fire Service Hydraulics classes, an individual may submit a Driver’s Certification Package Request.

**Complete the following 16 skill evaluations:**

SCBA	Protection Systems	Ventilation	Equipment
Ropes and Knots	Forcible Entry	Water supply	Salvage
Communications	Rescue	Extinguishers	Hose
Fire Behavior	Fire Streams	Ground Fires	Ladders

A firefighter may receive 2 months credit for every year served as a volunteer firefighter with SMFR up to six months total credit. For example if a firefighter has been a volunteer with SMFR for two years the firefighter can promote to 3<sup>rd</sup> class 4 months early. Also if a firefighter has been a state certified full time firefighter for one year or more at another fire department they shall receive 6 months credit toward their experience requirement. Advancement to 3<sup>rd</sup> class will be the only time this credit can be used.

## 2nd Class

**Firefighters of Southern Manatee Fire Rescue are required to complete the following requirements to promote to the rank of 2<sup>nd</sup> class firefighter.**

Personnel are required to have at least one year of experience as a 3<sup>rd</sup> class firefighter before promoting to 2<sup>nd</sup> class. Firefighters are required to promote to 2<sup>nd</sup> class no later than two years after promoting to 3<sup>rd</sup> class or may be subject to discipline up to and including termination.

- Certificate of Compliance from the State of Florida.
- Florida State Certified Emergency Medical Technician
- Must be NIMS Compliant
- Completion of FFP 1301 Hydraulics, 1302 Apparatus Ops and FSFC 703 Aerial Ops
- 16 Hour Emergency Vehicle Operations Course (EVOC)
- Firefighter must be a certified driver of all first out and spare engines. Within one calendar year of 2nd Class promotion, the employee shall be a certified driver of all apparatus.
- Score of 70% or better on promotional exam.
- Score of 70% or better on the practical exam.
- Monthly quiz average of 70% or greater for the previous 6 months.
- Satisfactory employee evaluation and recommendation from Oral Review Board.

**Firefighter must complete all of the following Advanced Skill Evaluations:**

High Angle Rescue	Medical	Extrication Techniques
Firefighter Survival	SMFR Response	Confined Space
Pump Ops	ICS	

## **1st Class**

**Firefighters of Southern Manatee Fire Rescue are required to complete the following requirements to promote to the rank of 1st class firefighter.**

The firefighter must have one year of experience as a 2<sup>nd</sup> class firefighter before promoting to 1<sup>st</sup> class.

- Certificate of Compliance from the State of Florida.
- Florida State Certified Emergency Medical Technician
- Must be NIMS Compliant
- Must be a certified driver of all apparatus
- Score of 70% or better on promotional exam.
- Score of 70% or better on the practical exam.
- Monthly quiz average of 70% or greater for the previous 6 months.
- Satisfactory employee evaluation.
- Recommendation from the Oral Review Board to promote

**The firefighter must complete ALL the required classes to be eligible for the Florida State Fire Officer 1. Completion of the state exams is not necessary.**

## **QUARTERLY EXAMINATIONS**

The written examination, practical examination and review board will be held once every three months. Promotional exams will be held once per week for the first three weeks of January, April, July and October of each year, followed by promotional review boards. The candidate for promotion must apply to the Training Division to sit for the exam a minimum of fourteen (14) calendar days prior to the test date (Form #025, Request to sit for Promotional Exams shall be

used). The Training Division shall review the application and verify that all prerequisites have been met. Applicants will be allowed to sit for the exams up to ninety (90) days early. If the employee chooses not to sit for the exams early, he/she will have to wait until the next exams are offered. If an employee fails either exam they cannot sit for the exam within 180 days (6 months). Upon successful completion of both the written examination and practical exam, the candidate will sit before the promotional review board. The review board shall set the effective date for the promotion to coincide with the employee's actual eligibility date. The review board can meet again any time before the effective date of the promotion to reconsider an applicant's eligibility for promotion. In the event that an employee chooses not to sit for promotion upon becoming eligible, the review board shall set the effective date for the promotion and there shall not be any retroactive compensation. The Review Board shall consist of one (1) Battalion Chief, the Training Director, one (1) FTO and one (1) Lieutenant. There must be a minimum of three (3) members present for the review process, of which 2 must be a Battalion Chief and the Training Director. The entire promotional process shall be completed within thirty (30) days of when the exam was taken. In the event that the promotional process is delayed by the District and not completed within thirty (30) days of the examination date, the candidate's effective promotional date and pay shall be retroactive to the thirtieth (30<sup>th</sup>) day after the exam was taken, unless the candidate's eligibility date is later.

Examples:

1. Firefighter X was hired March 1, 2003. Applicant could apply to take the exams in January of 2004. Upon successful completion of all of the steps of the promotional process, the review board would establish the effective date of the promotion to coincide with the actual eligibility date. (March 1, 2004)
2. Firefighter Y was hired March 1, 2003. Applicant was a volunteer for three years. Applicant would receive six months prior service credit. Applicant would be eligible for promotion on September 1, 2003. Applicant would be allowed to take the test in July. Upon successful completion of all of the steps of the promotional process, the review board would establish the effective date of the promotion to coincide with the eligibility date. (Sept. 1, 2003)
3. Firefighter Z was hired March 1, 2002. Applicant could apply to take the exam in January of 2003. Applicant failed the exam. Applicant could apply to retake the exam in July 2003. Upon successful completion of all of the steps of the promotional process, the review board would establish the effective date of the promotion. No retroactive pay would be given.
4. Firefighter AA was hired March 1, 2002. Applicant could apply to take the exam in January of 2003. Applicant chooses not to test early; applicant takes the test in April. Upon successful completion of all of the steps of the promotional process, the review board would establish the effective date of the promotion. No retroactive pay would be given.

## **INSPECTORS**

The inspector must complete all of the following requirements prior to promoting to their next rank. Upon completion of all of the steps in this procedure the Chief or his designee will authorize promotion. The Chief or his designate shall be authorized to make all decisions regarding, hiring, firing, promotions, and demotions of all personnel below the rank of Chief.

All new employees will have a probationary employment period of one year from date of hire and are subject to termination without cause.

***Testing Policy –***

Practical and written exams are administered every January, April, July, and October. Applicant must submit a completed form # 025 to the Training Division at least 14 calendar days prior to test date in order to sit for promotional test. Passing information from any test, exam, quiz or practical test to another person is against the policy of the Department. Soliciting test information from another person is also against policy. Passing score on all tests shall be 70%.

\*If any of these classes are changed or discontinued by the State Fire College, the Training Director shall approve a substitute class at his/her discretion.

- **The inspector must maintain a monthly quiz average of 70% or greater for the previous 6 months.**
- **The inspector must obtain an overall rating of satisfactory or better on their most recent employee evaluation.**
- **The inspector will be required to have at least one year of experience at each rank before promoting to the next rank, with the following exceptions:**

A newly hired Inspector must stay at the rank of Probationary Inspector for the first year of service. Prior service consideration will be given during the Probationary Inspector level only. This rapid advancement opportunity will be allowed for a maximum credit of six (6) months only, based on:

1 year full time service as a Florida State Certified Municipal Fire Safety Inspector

**3<sup>rd</sup> Class**

**Inspectors of Southern Manatee Fire Rescue are required to complete the following requirements to promote to the rank of Inspector 3<sup>rd</sup> class:**

- ONE year of experience as an Inspector 4th class.
- ICS 100
- ICS 200 **Must be NIMS Compliant**
- IS 700
- Life Safety Educator 1
- Score of 70% or better on promotional exam.
- Satisfactory employee evaluation.

**Successful evaluation of the following skills:**

Assist with field construction inspections.  
Be available for the rotating Inspector On-Call program for fire/arson investigations.  
Shall be able to conduct all types of fire safety inspections within the District.  
Have the ability to develop and deliver public education programs.

**A current District employee, meeting the qualifications of a defined class, may request to sit for the promotional exam after 6 months from the date of transfer to the Fire Prevention Division. At the one year anniversary, the Inspector 3<sup>rd</sup> class shall sit for the 2<sup>nd</sup> class exam.**

After successfully achieving the rank of Inspector 3<sup>rd</sup> Class, the individual may sit for the Inspector 2<sup>nd</sup> Class exam in one year. The Inspector will need to have achieved all the requirements for that position.

One year after achieving the rank of Inspector 2<sup>nd</sup> Class, the individual may sit for the Inspector 1<sup>st</sup> Class exam in one year, again all requirements for that rank must be met prior to the exam.

Inspectors are required to advance from Probationary Inspector to 3<sup>rd</sup> Class Inspector in a one (1) year span. From 3<sup>rd</sup> Class to 2<sup>nd</sup> Class Inspector in a one (1) year span with a total of two (2) years maximum to advance to 2<sup>nd</sup> Class, or be subject to dismissal from the Department.

## **2<sup>nd</sup> Class**

**Inspectors of Southern Manatee Fire Rescue are required to complete the following requirements to promote to the rank of Inspector 2<sup>nd</sup> class:**

- ONE year of experience as an Inspector 3<sup>rd</sup> class.
- IS 800 **Must be NIMS Compliant**
- Fire Investigator 1 (Private Fire Protection Systems 1; Building Construction for the Fire Serviced; Fire Chemistry; Origin and Cause).
- Juvenile Fire Setter I & II or Fire Service Course Delivery & Fire Service Course Design
- Score of 70% or better on promotional exam.
- Satisfactory employee evaluation.

**Successful evaluation of the following skills:**

Manatee County Juvenile Fire Setter Program participation.  
Ability to resolve complex code issues.

**A current District employee, meeting the qualifications of a defined class, may request to sit for the promotional exam after 6 months from the date of transfer to the Fire Prevention Division. At the one year anniversary, the Inspector 2<sup>nd</sup> class shall sit for the 1<sup>st</sup> class exam.**

## **1<sup>st</sup> Class**

**Inspectors of Southern Manatee Fire Rescue are required to complete the following requirements to promote to the rank of Inspector 1<sup>st</sup> class:**

- ONE year of experience as an Inspector 2nd Class.
- **Must be NIMS Compliant**
- Fire Inspector II (Fire Chemistry; Private Fire Protection Systems II; Origin and Cause; Life Safety Educator Level 1 or Public Information Officer).
- Fire Investigator II (Latent Investigation; Arson Investigation; Post Blast Investigations; Legal Issues for Investigators).
- Score of 70% or better on promotional exam.
- Satisfactory employee evaluation.

**A current District employee, meeting the qualifications of a defined class, may request to sit for the promotional exam after 6 months from the date of transfer to the Fire Prevention Division.**



## **ARTICLE 38**

### **FAMILY MEDICAL LEAVE ACT**

All FMLA leave and procedures shall be in accordance with the guidelines of the Department of Labor and the District's Operations Manual. Any proposed changes made to this policy shall be agreed upon by the District and the Union, realizing that the Federal Government - Department of Labor can make changes and the District and its employee's must comply.

## **ARTICLE 39**

### **COURT TIME**

#### **Jury Duty**

An employee who is summoned as a member of a jury panel who cannot be excused because of employment hardship shall be granted leave with pay and any jury fees shall be retained by the employee. The employee shall not be reimbursed by the District for meals, lodging, and travel expenses incurred while serving as a juror.

#### **Witness Subpoenas**

An employee who is subpoenaed as a witness on a scheduled work day in a case not involving his or her personal litigation shall upon presentation of a subpoena be granted administrative leave with pay for the time spent for such court appearance. Any witness fees awarded shall be retained by the employee.

#### **On Duty Witness Subpoenas**

An employee subpoenaed as a witness or defendant on behalf of the District shall be considered to be on duty and be paid his or her regular salary and travel expenses, if applicable. Any fees awarded shall be returned to the District.

#### **Voluntary Subpoenas**

An employee who appears as a witness, plaintiff or defendant due to personal litigation or criminal charges, or whose appearance is voluntary, shall be required to use vacation leave, compensatory leave, or leave without pay for such absence.

#### **General Provisions**

- A) An employee who attends court for a portion of a scheduled workday shall promptly report for work after being release by the Court.
- B) It is the employee's responsibility to notify his or her Battalion Chief of subpoena dates and times. If scheduling is not possible for on-duty appearance, and the employee must appear while off-duty duty, compensation will be paid as authorized for time involved.

## Leave Time Donation Form

I, \_\_\_\_\_, do hereby authorize the  
Southern Manatee Fire Rescue District to deduct the hours noted  
to\_\_\_\_\_.

Vacation\_\_\_\_\_

Wellness\_\_\_\_\_

Sick\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**SOUTHERN MANATEE FIRE & RESCUE DISTRICT**

**FORMAL COUNSELING**

**DATE:**

**TO:**

**RANK:**

**FROM:**

**RANK:**

**REFERENCE:**

**DESCRIPTION AND CHRONOLOGY OF EVENTS:**

**INVESTIGATIVE FINDINGS:**

**RECOMMENDED ACTION:**

**OFFICER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

By signing this document I acknowledge having read and received a copy of it, but my signature may not constitute agreement with the contents.

\_\_\_\_\_ **DATE:** \_\_\_\_\_

Appendix-B

**SOUTHERN MANATEE FIRE & RESCUE DISTRICT**

**WRITTEN REPRIMAND**

**DATE:**

**TO:**

**RANK:**

**FROM:**

**RANK:**

**REFERENCE:**

**DESCRIPTION AND CHRONOLOGY OF EVENTS:**

**INVESTIGATIVE FINDINGS:**

**RECOMMENDED ACTION:**

**OFFICER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

By signing this document I acknowledge having read and received a copy of it, but my signature may not constitute agreement with the contents.

\_\_\_\_\_ **DATE:** \_\_\_\_\_

Appendix-C

**SOUTHERN MANATEE FIRE & RESCUE DISTRICT**

**DISCIPLINARY ACTION**

**DATE:**

**TO:**

**RANK:**

**FROM:**

**RANK:**

**REFERENCE:**

**DESCRIPTION AND CHRONOLOGY OF EVENTS:**

**INVESTIGATIVE FINDINGS:**

**RECOMMENDED ACTION:**

**OFFICER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

By signing this document I acknowledge having read and received a copy of it, but my signature may not constitute agreement with the contents.

\_\_\_\_\_ **DATE:** \_\_\_\_\_

Appendix-D

**GRIEVANCE FORM**

Date Filed: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Article(s) of Collective Bargaining Agreement Violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explain grievance in detail:

\_\_\_\_\_  
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Proposed Remedy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

(use another page if needed)

**Union Pool Time Donation Form**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

I would like to voluntarily donate \_\_\_\_\_ hours of Vacation Leave to the Union Time Pool. (No more than 4 hours can be donated per year)

Signature: \_\_\_\_\_



**SIGNATURE PAGE**

IN WITNESS HEREOF, the parties have caused the Agreement to be signed by their duly elected representatives on this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

For the Southern Manatee  
Fire & Rescue District

For IAFF, Local 2546:

In accordance with 447.309(1),  
Florida Statutes:

\_\_\_\_\_  
Brian Gorski, Fire Chief  
Southern Manatee  
Fire & Rescue District

\_\_\_\_\_  
Adam Chevalier, District Vice President  
IAFF, Local 2546

\_\_\_\_\_  
Tim Berry, Operations Chief  
Southern Manatee  
Fire & Rescue District

\_\_\_\_\_  
Derek Foss, Steward  
IAFF, Local 2546

\_\_\_\_\_  
Leslie Adent, Fire Marshal  
Southern Manatee  
Fire & Rescue District

\_\_\_\_\_  
Chris Gould, Bargaining Committee  
IAFF, Local 2546

\_\_\_\_\_  
Duane Ely, Bargaining Committee  
IAFF, Local 2546