
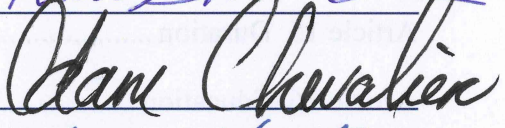
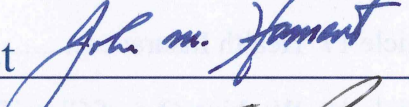
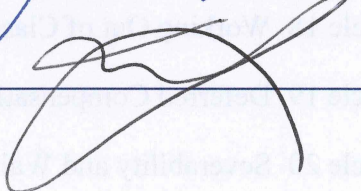


Agreement between the
SUNCOAST PROFESSIONAL FIREFIGHTERS AND
PARAMEDICS, IAFF LOCAL 2546
and the
SOUTHERN MANATEE FIRE & RESCUE DISTRICT
2011/2014

Agreement entered into on 12/08/2011

Signed by: Rocco Salvatori Union 
Adam Chevalier Union 
John Hament District 
Michael Johnson District 

SOP 3-21 is included

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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 personnel 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.

ARTICLE 3

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, including the right to contract or subcontract existing or future work. In the event the District, due to operational or financial considerations, determines to contract or sub contract bargaining unit work, the District shall meet with the union to discuss the decision prior to its implementation.
- 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 manpower, 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 4

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.

On January 1 of each year the Union shall remit to the District \$400 (four hundred dollars) to compensate the District for their administrative expenses associated with the collection of Union dues.

ARTICLE 5

HOLIDAYS

FIREFIGHTERS

- The district will pay all shift personnel an additional eight hours for each of the holidays observed by staff personnel, this amount to be reflected in the payroll period in which the holiday occurs. The hourly rate for shift personnel is based on a 24-hour shift. Employees will also receive a Floating Holiday and a Birthday Holiday (12 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.

INSPECTORS

- All staff personnel 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 4th, Labor Day, September 11th, Thanksgiving Day and the day after, and Christmas Day and the day after. Employees will also receive a Floating Holiday and a Birthday Holiday (8 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.
- In the event the observed holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. In the event the observed holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- Employees 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 6

SPECIALTY PAY

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

FIREFIGHTERS

EMT or Paramedic
Fire Safety Inspector
Fire Officer One
Fire Investigator

INSPECTORS

Firefighter
EMT or Paramedic
Related AS Degree*
Fire Investigator

Employees in these classifications shall receive a pay differential of \$600 per classification per year, not to exceed three 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 differential pay.

*Unless enrolled in the State Educational Incentive Program

ARTICLE 7

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 8

SHIFT EXCHANGE

Firefighters 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 fire fighters 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.
- b) Must have 48 hour prior approval by both of the employees' supervisors.
- c) Both sides of any shift trade must be completed within one hundred eighty (180) days.
- d) Shift exchanges are limited to 1 hour increments with a 1 hour minimum.
- e) Under no circumstances are double exchanges allowed (exchange for exchange)
- f) No more than 6 exchanges will be approved for any given day.
 - o The Chief or his designee may vary this limit requirement in extraordinary circumstances.
- g) 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 9

WORK SCHEDULE / HOURS WORKED

Inspectors work a 40 hour workweek. The Fire Chief has the discretion to determine the schedule.

Firefighters work a 24 hour shift starting at 7:30 am to 7:30 am the next day. (24 hours). 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), the District uses a twenty-eight day “work period” for firefighters and a seven day work week for 40 hour inspectors.

Overtime

During the seven day work period identified above, inspectors 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, firefighters 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 not be considered as hours worked when determining overtime. This overtime provision takes effect prospectively upon ratification by both parties.

Holdover

All overtime holdovers shall be derived from the off going shift.

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

Each Station 1 Lieutenant shall maintain a log sheet for their shift and record the hours, keeping the log current.

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.

If all personnel on the off going 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 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 deleted. At this time holdovers will be based on seniority, with the most senior employee in that rank being offered the overtime first. If all personnel of that rank refuse the holdover, the employee with the least seniority in that rank/classification will be mandated to holdover. This will take place until holdover hours are established.

No personnel (suppression) 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 Lieutenant 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.

If there is a prolonged absence due to illness or injury, the overtime shall be offered to all personnel, not just the off going shift. The following are guidelines for the prolonged coverage.

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) consecutive 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.

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.

If at any time the shifts cannot be covered on a voluntary basis, the coverage shall then revert back to a mandatory holdover.

Inspector Call Back

Inspectors will be called back as needed. There will be no punitive actions if inspector is not available. 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.

ARTICLE 10

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 11

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 12

UNIFORMS

The District will provide unit members uniforms as prescribed in 3-2 of the Operations Manual.

FIREFIGHTER BOOT / SHOE REIMBURSEMENT

Firefighters may be allocated up to \$75 per year towards the purchase or repair of black, steel-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 firefighter upon timely submission of a receipt for that fiscal year, and documentation that the shoes or boots purchased meet the requirements. If the amount exceeds \$75.00, the employee may re-submit the receipt in the following fiscal year for the balance, up to \$75.00.

INSPECTOR SHOE REIMBURSEMENT

Inspectors may be allocated up to \$75 per year towards the purchase or repair of black patent leather shoes of the oxford design, as approved by this department. Such allocation will be reimbursed to the inspector upon timely submission of a receipt for that fiscal year, and documentation that the shoes purchased meet the requirements. If the amount exceeds \$75.00, the employee may re-submit the receipt in the following fiscal year for the balance, up to \$75.00.

ARTICLE 13

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 2.0 hours of vacation to fund the union time pool up to a maximum of 144 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 144 hours.

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

Secretary

Treasurer

District Vice President

Steward

Business Agent

Trustee

Convention Delegate/Alternate

There may be one Steward recognized for the Firefighters and Inspectors 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 14

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 15

DURATION

The 3 year term of this contract shall be from October, 1 2011 through September 30, 2014

Article 28 - Wages, Article 10 - Retirement and Article 17 - Health Insurance may be opened each year by either party; provided, however, unless otherwise mutually agreed upon, Article 10. 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 2014.

ARTICLE 16

EDUCATION

The District offers educational opportunities to employees at the vocational and college levels.

REQUIRED SCHOOLING

The District will pay for schooling which the District requires an employee to attend to maintain his or her employment. Hours that an employee spends at required schooling shall be deemed to be hours of work. Unless the operational needs of the District require exception, an employee will be excused from regular assigned duty to attend required schooling.

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.

The District will consider approving "General Education" college courses, if the student has already successfully completed all of the "Specialized Program" courses, as outlined in the Fire Science Degree Requirements. Personnel approved to attend non-required schooling are responsible for finding shift coverage.

ARTICLE 17
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 firefighters, inspectors and their dependents as follows:

- The current Blue Cross & Blue Shield Health Plan shall continue to be provided for employees and dependants; 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 Dependants \$ 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

The district provides dental insurance to all firefighters, inspectors and their dependents, which are covered in the health insurance plan, as follows:

- Dental benefits are effective after 90 days of employment.
- 100% of "PREVENTIVE DENTAL WORK" three times a year.
- 50% of all other dental work up to \$1,000 in a calendar year per employee and the same for each dependent.
- \$1,000 lifetime "ORTHODONTIA" benefit for each employee and the same for each dependent.
- All dental invoices must have procedure codes included on them and a Dental Coverage form attached. Employees must send their completed forms and invoices to the Administrative Secretary for processing. The employee will receive a check at the earliest date possible. Employees should consult with the Administrative Secretary on covered expenses.
- Claims must be submitted within 60 days of service to be considered for payment.

VISION

The district provides vision insurance to all firefighters, inspectors and their dependents, which are covered in the health insurance plan, as follows:

- Vision benefits are effective after 90 days of employment.
- The district will provide specialized eyeglasses compatible with the districts self-contained breathing apparatus masks. (Firefighting personnel only)
- The district will reimburse the cost (100%) for annual eye examinations up to \$150 a year.
- Eyeglasses or contact lenses will be reimbursed by the district 50% of the cost of one (1) pair of eyeglasses or 50% of the cost of contact lenses, with a maximum of \$200 each calendar year.
- The district will pay 50% of corrective eyesight surgery, including RK, PRK, and LASIK with a lifetime maximum of \$1,000.
- Claims must be submitted within 60 days of service to be considered for payment.

ARTICLE 18

WORKING OUT OF CLASSIFICATION

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

Section 2 - An employee who is required to accept responsibilities and carry out the duties on a temporary basis of a senior officer shall be paid additional compensation equal to five percent (5%) of the employee's base rate of pay if, and to the extent, the temporary substitution for the senior officer is scheduled to or actually lasts for a period of twenty-four (24) hours or more.

ARTICLE 19

DEFERRED COMPENSATION

The district shall sponsor a voluntary deferred compensation program for employees. The program is a payroll deduction plan for tax deferment 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 20

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 21

VACATION

No employee will be allowed to utilize vacation time until the completion of one year of employment. Effective October 1, 2012, time off will be accrued bi-weekly and may not be utilized until accrued.

For the purposes of scheduling, vacation is projected on October 1st or soon thereafter of each year in advance of the time actually being accrued. If an employee separates employment, whether voluntary or involuntary, any accrued but unused vacation time shall be paid out.

FIREFIGHTERS

All vacation time will be scheduled according to 3-21 of the Operations Manual.

- Each firefighter 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 hour prior to time off requested shall be responded to no less than 48 hours prior to time off being requested.

In no event shall the number of shifts taken exceed the number of consecutive shifts allowed, i.e - two (2) weeks of three (3) shifts off and one (1) week of two (2) shifts off.

Firefighter shifts to weeks

1-week vacation = three (3) consecutive work shifts off
2-week vacation = five (5) consecutive work shifts off
3-week vacation = seven (7) consecutive work shifts off
4-week vacation = ten (10) consecutive work shifts off
5-week vacation = twelve (12) consecutive work shifts off
6-week vacation = fourteen (14) consecutive work shifts off

Firefighters shall earn time at the following rates:

0 - 1 year service	=	2.77 hours bi-weekly.
1 through 4 years of service	=	4.62 hours bi-weekly.
5 through 9 years of service	=	6.46 hours bi-weekly..
10 through 14 years of service	=	9.23 hours bi-weekly..
15 years through 20 years	=	11.08 hours bi-weekly..
20 years and up	=	12.92 hours bi-weekly.

INSPECTORS

All vacation time will be scheduled according to 3-21 of the Operations Manual.

Inspector days to week

- 1-week vacation = five (5) consecutive work days off
- 2-week vacation = ten (10) consecutive work days off
- 3-week vacation = fifteen (15) consecutive work days off
- 4-week vacation = twenty (20) consecutive work days off
- 5-week vacation = twenty-five (25) consecutive work days off
- 6-week vacation = thirty (30) consecutive work days off

Inspectors 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	=	6.15 hours bi-weekly.
15 years through 20 years	=	7.69 hours bi-weekly.
20 years and up	=	9.23 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 calendar year any accumulated vacation leave in excess of four months.

Firefighters	900 hours	or	37.5 shifts
Inspectors	680 hours	or	85 days

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 become status quo until a new contract is ratified.

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.

	50% allowed	17 weeks
Firefighters	450 hours	900 hours
Inspectors	340 hours	680 hours

ARTICLE 22

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.**

Effective October 1, 2012, time off will be accrued bi-weekly and may not be utilized until accrued.

1. Earning Rates

- Firefighters 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 115 working days or 2,760 hours.
- Inspectors who regularly work 40 hours in a 7 -day work week, Monday through Friday, accrue sick leave at the rate of 4.62 hours bi-weekly, up to a maximum of 260 working days or 2,080 hours.

2. The employee is to use sick leave for an injury or illness and must be unable to work due to this injury or illness. Exceptions are for family emergency leave and voluntary contribution to the sick day bank.

- a) Firefighters, after one (1) day of sick leave, may be required to obtain a doctor's certificate of eligibility to return to work. Inspectors, after two (2) days of sick leave, may be required to obtain a doctor's certificate of eligibility to return to work.

3. Firefighters calling in sick or late shall call Station #1 and speak to the on-duty Battalion Chief or the Officer in charge if the Battalion Chief is not available, a minimum of thirty (30) minutes prior to employees' starting time. It is the Battalion Chief's responsibility to fill out the absence report form with a **copy to the Administrative Assistant and the Assistant Chief.**

4. Inspectors calling in sick or late shall call the Fire Marshal a minimum of thirty (30) minutes prior to employees' starting time. It is the Fire Marshal's responsibility to fill out the absence report form with a **copy to the Administrative Assistant and the Assistant Chief.**

FAMILY EMERGENCIES

This time off may or may not be counted as time for Family Medical Leave Act, Policy 3-59.

1. An employee must have at least six (6) months of employment to be eligible for family emergency leave.

2. If an employee has the time accrued and available, the employee may utilize up to 96 hours of sick leave within any fiscal years (10/1 – 9/30) for **FAMILY EMERGENCY LEAVE**. Family emergency leave will not be considered time worked for the purpose of overtime calculation.
 - a) “Family *emergency* leave” shall apply only to **immediate family** members that reside in the same house: [son(s), daughter(s) or spouse].
 - b) “Family *emergency* leave” is to be used only for an **injury** or **illness** to an immediate family member. Prior approval of a Chief Officer is required for use of family *emergency* leave.

SICK TIME PAYOUT

Sick time time payout shall be suspended for the duration of this contract; and suspension shall become status quo until a new contract is ratified.

Personnel having more than 6 months of sick time on the books may cash in up to two weeks of sick time each year. Personnel having within their annual allotment of hours of 1 year of sick time on the books may cash in up to two additional weeks (4 total) of sick time each year. The employee may elect to have these funds transferred into the employee’s 457 account, at their discretion.

	6 months	1 year
Firefighters	1,378 hours	2,760 less annual allotment
Inspectors	1,040 hours	2,080 less annual allotment

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.

Firefighters – After date of normal retirement employees who have accrued 60 shifts (1,440 hours) of sick time may trade that time in to the department, at 1/3 of its value, or

20 shifts (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.

Inspectors – After date of normal retirement employees who have accrued 120 days of sick time may trade that time in at 1/3 of its value or 40 days (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

Firefighters- After completion of 90 days of employment, two (2) wellness days will be given for no sick time used each six (6)-month period (January through June and July through December).

These days may be taken off, with approval, anytime during the calendar year and may be accrued up to 480 hours or 20 shifts.

Inspectors - After completion of 90 days of employment, two (2) wellness days will be given for no sick time used each six (6)-month period (January through June and July through December).

These days may be taken off, with approval, anytime during the calendar year and may be accrued up to 320 hours or 40 days.

ARTICLE 23

LEAVE TIME DONATION

1. Each employee may, at any one time, donate up to forty-eight (48) hours of vacation leave or two days of sick leave or twenty-four (24) hours of vacation leave and twenty-four (24) hours of sick leave.
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 24

FUNERAL LEAVE

Firefighters

In case of death of a “Family Member” as defined below, employees are allowed one (1) workday off with pay if services are held within the State of Florida and two (2) days if outside the State of Florida. Should more workdays be needed, extra working days 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, or FH/BD). “Family Member” shall be defined as spouse, children, mother, father, stepmother, stepfather, brothers, sisters, mother-in-law, father-in-law, or grandparents.

Inspectors

In case of death of a “Family Member” as defined below, employees are allowed three (3) workdays off with pay if services are held within the State of Florida and five (5) days if outside the State of Florida. Should more workdays be needed, extra workdays 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, or FH/BD). “Family Member” shall be defined as spouse, children, mother, father, stepmother, stepfather, brothers, sisters, mother-in-law, father-in-law, or grandparents.

ARTICLE 25

DISCIPLINE

1. All discipline imposed by the District, including termination from employment, shall be for just cause. The Firefighter Bill-of-Rights will be followed in all proceedings pertaining to this article, to the extent required by law.
2. 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.
3. 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 letters are active for a period of six months.
 - 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 six (6) months.
 - D. Investigation Suspension: 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. If the outcome of the investigation is the decision to terminate employment, the employee will be obligated to reimburse (through payroll deduction or otherwise) the district for pay received for the time spent on suspension. If the employee ultimately receives a disciplinary suspension (without pay), the time spent on suspension during the

investigation shall be reconciled with the terms of the disciplinary 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 Corrective Action/Discipline form, which will be deemed as active for twelve (12) months, unless it is for the same specific infraction, then in that event a twenty-four (24) month expungement rule shall apply. 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.
- 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:

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 3-05 of 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 26

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

Step 1.

The employee(s), shall first file the grievance in writing, using the attached grievance form, with the Lieutenant or acting Lieutenant. 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 Lieutenant 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 Lieutenant's response, to the Battalion Chief or his designee, within ten (10) working days of the date the grievant received the Lieutenant's response. Within ten (10) working days from his receipt of the grievance, the Battalion 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 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 4.

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 Operation 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:
 - 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.

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

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 Assistant 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 Assistant Chief or his designee, within ten (10) working days of the date the grievant received the Deputy Fire Marshal's response. Within ten (10) working days from his receipt of the grievance, the Assistant 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 Assistant Chief's response to the Fire Chief, within ten (10) working days of the date the grievant received the Assistant 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:

- iii. Determine whether just cause exists to support the resulting discipline

- iv. Determine if the resulting discipline was proper, taking into account all evidence and testimony presented at the arbitration hearing.
- v. 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 27

MEDICAL EXAMINATION

Each member of the bargaining unit shall be provided a medical examination, including blood work, in accordance with 3-12 of the Operations Manual. The examination shall normally be scheduled while the member is on duty and will be at no cost to the employee. If scheduling is not on duty, the time shall be considered hours worked and paid at the applicable rate.

ARTICLE 28

WAGES

Employees shall be paid pursuant to the following schedule in accordance with Article 9 of this agreement.

Rank	Base Hourly Rate	Annual Rate
1 st Class FF	\$17.10	* \$ 52,764.43
2 nd Class FF	\$15.88	* \$ 49,013.70
3 rd Class FF	\$14.44	* \$ 44,563.69
Probationary FF	\$12.60	* \$ 38,874.84
1 st Class Inspector	\$29.28	\$60,896.57
2 nd Class Inspector	\$25.88	\$53,827.14
3 rd Class Inspector	\$24.78	\$51,552.65
Probationary Inspector	\$22.68	\$47,178.42

The pay schedule shall take effect upon ratification of this agreement.

* Includes 2,756 hours ST, 156 hours OT and 96 hours Holiday at ST.

ARTICLE 29

ANNUAL PHYSICAL AGILITY ASSESSMENT

All firefighters shall complete the annual agility test per Section 9 of the ROG Manual. The agility test shall remain the same or similar as written in the manual as of the date of ratification.

ARTICLE 30

CERTIFICATION REQUIREMENTS

Firefighters

At the time of hiring all firefighters shall have a certificate of Compliance from the State of Florida as a firefighter and shall be a certified Emergency Medical Technician (EMT). Certification as a Paramedic may be used in lieu of the EMT requirement. These certifications are a requirement of continued employment.

Current firefighters without the EMT certification shall not function as an Officer in Charge nor shall they be a part of the Officer Candidate Program.

If an employee has completed the Officer Candidate Program prior to ratification of this agreement, the employee can continue to function as an Officer in Charge as long as the employee is enrolled in the EMT program on or before February 1, 2011 and remains enrolled or obtains EMT certification.

Inspectors

At the time of hiring all inspectors shall have a Fire Inspector I Certification from the State of Florida. This certification is a requirement of continued employment as an Inspector.

ARTICLE 31

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 32

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 33

PROMOTIONS

COMPETITIVE TESTING

All competitive promotional tests that bargaining unit members are eligible to sit for shall be administered in a fair and objective manner.

Reference material, if available, will be distributed to all candidates in a fair and equitable manner.

The Competitive Testing Process shall consist of a written and assessment process.

Items that will be considered are written test score, longevity, education, the assessment process and personnel file, including the employee evaluation..

The list(s) created at the completion of the competitive testing process shall be valid for one (1) year from the date of the creation of the list.

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 80%.

- **The firefighter must maintain a monthly quiz average of 80% 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 3rd 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 3rd 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 3rd 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 80% or better on promotional exam.
- Score of 80% or better on the practical exam.
- Monthly quiz average of 80% 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 4th class firefighter before promoting to 3rd class. Firefighters are required to promote to 3rd 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 3rd 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 3rd 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 3rd 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 2nd class firefighter.

Personnel are required to have at least one year of experience as a 3rd class firefighter before promoting to 2nd class. Firefighters are required to promote to 2nd class no later than two years after promoting to 3rd 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
- 16 Hour Emergency Vehicle Operations Course (EVOC)
- Firefighter must be a certified driver of all Apparatus (current members will have six (6) months from date of ratification to complete this requirement. An employee who fails to fulfill this requirement within the six (6) month time frame shall be demoted to 3rd Class FF until this requirement is met).
- Score of 80% or better on promotional exam.
- Score of 80% or better on the practical exam.
- Monthly quiz average of 80% or greater for the previous 6 months.
- Satisfactory employee evaluation.
- Recommendation from the Oral Review Board to promote

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	

Completion of the following classes is strongly suggested, as they are required for 1st Class promotion

ICS 300 And any TWO of the following 40 hr classes (Check prerequisites):

Rope I and II	Rope III	Vehicle Extrication	Firefighter Survival
Hazardous Materials- Awareness Level		Hazardous Materials- Operations Level	
Hazardous Materials- Technician Level		Confined Space Rescue	

Completion of any TWO of the following classes:

Response to Terrorism- Basic Concepts	Wild land fires and the Urban Interface S-215
ITLS- Basic Trauma and Life Support	ICS 400 Building Construction
Aerial Apparatus Operations	Rapid Intervention & Survival
*ACLS- Advanced Cardiac Life Support	Tactics II
Response to Terrorism- Tactical Considerations -Company Officer	
Response to Terrorism- Tactical Considerations – Hazmat	

*(DO NOT need to be a paramedic to attend ACLS)

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 2nd class firefighter before promoting to 1st 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 80% or better on promotional exam.
- Score of 80% or better on the practical exam.
- Monthly quiz average of 80% or greater for the previous 6 months.
- Satisfactory employee evaluation.
- Recommendation from the Oral Review Board to promote

The firefighter must complete ALL the following *40 hr classes:

FFP 1810 Tactics I	FFP 1301 Fire Apparatus Operations
FFP 1505 Prevention Practices	FFP 1302 Fire Service Hydraulics
FFP 1540 Private Protection Systems I	FSFC 703 Aerial Apparatus Operations
FFP 2720 Company Officer	FSFC 522 ICS 300

*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 firefighter must have completed any THREE of the following examples (Minimum 40 hrs each) Check prerequisites:

Rope I & II	Rope III
Confined Space	Vehicle Extrication
Hazardous Materials- Awareness Level	Hazardous Materials- Operations Level

* Any other classes approved by the Training Director

The firefighter must have completed any FOUR of the following classes:

Response to Terrorism- Basic Concepts	Wild land fires and the Urban Interface S-215
ITLS - Basic Trauma and Life Support	ICS 400 Building Construction
Rapid Intervention & Survival	Tactics II
*ACLS- Advanced Cardiac Life Support	
Response to Terrorism- Tactical Considerations -Company Officer	
Response to Terrorism- Tactical Considerations – Hazmat	

*(DO NOT need to be a paramedic to attend ACLS)

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 (30th) 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 80%.

*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 80% 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

3rd Class

Inspectors of Southern Manatee Fire Rescue are required to complete the following requirements to promote to the rank of Inspector 3rd 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 80% 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 3rd class shall sit for the 2nd class exam.

After successfully achieving the rank of Inspector 3rd Class, the individual may sit for the Inspector 2nd 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 2nd Class, the individual may sit for the Inspector 1st 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 3rd Class Inspector in a one (1) year span. From 3rd Class to 2nd Class Inspector in a one (1) year span with a total of two (2) years maximum to advance to 2nd Class, or be subject to dismissal from the Department.

2nd Class

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

- ONE year of experience as an Inspector 3rd 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 80% 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 2nd class shall sit for the 1st class exam.

1st Class

Inspectors of Southern Manatee Fire Rescue are required to complete the following requirements to promote to the rank of Inspector 1st 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 80% 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 34

FAMILY MEDICAL LEAVE ACT

All FMLA leave and procedures shall be in accordance with 3-59 of the Operations Manual.

GRIEVANCE FORM

Date Filed: _____

Date of Occurrence: _____

Article(s) of Collective Bargaining Agreement Violated:

Explain grievance in detail:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a set of legal pads. There is no handwriting or other markings on the page.

Proposed Remedy:

Name of Grievant: _____

Signature of Grievant: _____

(use another page if needed)

SIGNATURE PAGE

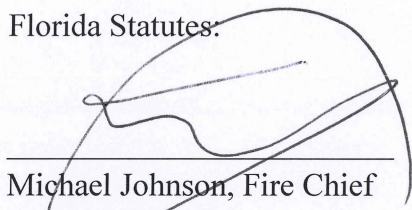
IN WITNESS HEREOF, the parties have caused the Agreement to be signed by their duly elected representatives on this 19th of December, 2011.

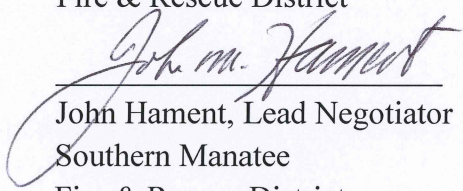
For the Southern Manatee

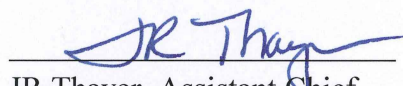
Fire & Rescue District

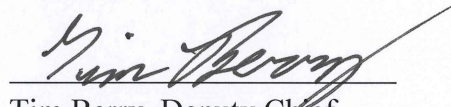
In accordance with 447.309(1),

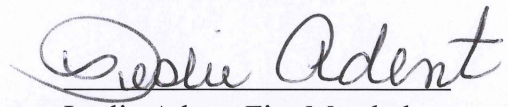
Florida Statutes:


Michael Johnson, Fire Chief
Southern Manatee
Fire & Rescue District

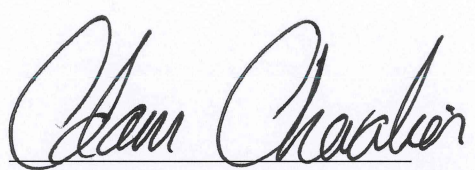

John Hament, Lead Negotiator
Southern Manatee
Fire & Rescue District

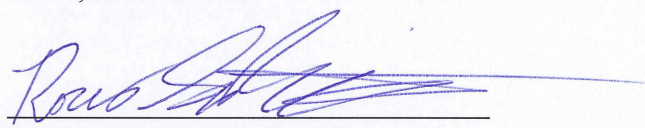

JR Thayer, Assistant Chief
Southern Manatee
Fire & Rescue District

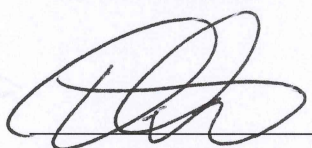

Tim Berry, Deputy Chief
Southern Manatee
Fire & Rescue District

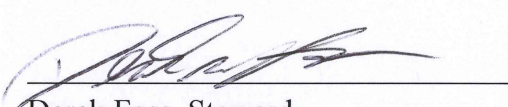

Leslie Adent, Fire Marshal
Southern Manatee
Fire & Rescue District

For IAFF, Local 2546:


Adam Chevalier, District Vice President
IAFF, Local 2546


Rocco Salvatori, Business Agent
IAFF, Local 2546


Dustin Daughtrey, Bargaining Committee
IAFF, Local 2546


Derek Foss, Steward
IAFF, Local 2546

