



Agreement between the
SUNCOAST PROFESSIONAL FIREFIGHTERS AND
PARAMEDICS, IAFF LOCAL 2546
and the
SOUTHERN MANATEE FIRE & RESCUE DISTRICT
2019/2022

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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 Directive 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

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 3
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 4

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 or 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 5

DURATION/OPENERS

The 3-year term of this contract shall be October 1, 2019 through September 30, 2022.

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 2022.

ARTICLE 6

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.

In addition, the District and Union have agreed to accept and recognize the position of Fire Safety Educator as a member of the Rank and File Bargaining Unit.

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

For the purpose of this contract, **Shift Employees** will consist of First Class Firefighter, Second Class Firefighter, Third Class Firefighter, Probationary Firefighter, Lieutenant and Battalion Chief.

For the purpose of this contract, **Staff Employees** will consist of Inspector, Fire Safety Educator and Captains.

ARTICLE 7

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, gender identity, sexual orientation, national origin, age, disability, marital status, Veteran's status, political affiliation or membership or non-membership in Union or any other legally protected characteristics 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 8

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, Directives Manual 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 9

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 10

UNION BUSINESS

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

Once a calendar year, 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 calendar 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 and no more than (2) representatives can utilize union pool time per day/shift requested. The Fire Chief or his designee will approve Union Pool Time request for the DVP. The DVP will approve all other recognized unit member's request.

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
Committee Member

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 11

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 or electronically on a bi-weekly basis

ARTICLE 12

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 13

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, 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. Volunteer 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 14

LABOR - MANAGEMENT COMMITTEES AND RULES

District's Committees

The District and Union agree to the established internal committees. A list of the internal committees is attached as appendix "G" to this agreement and shall be maintained on the share drive of the District's network. Any established committee(s) in addition to those listed shall have a minimum of three (3) Bargaining Unit Members per committee. The established committees shall maintain the number of members currently present. The Bargaining Unit Members shall be selected for each committee by a voting process agreed upon by the Union. Each member of all committees will have a three (3) year term, but can be re-elected if voted in. The DVP shall select Bargaining Unit members for the Labor-Management Committees and Negotiation Team. Any new committee being established must have approval of the DVP and Fire Chief.

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 as long as staffing allows.

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 Established 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 unless they choose to opt out. The purpose of these meeting(s) may be for but not limited to *Directives/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) 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.**

***The Negotiation Team shall not be compensated for hours attending contract negotiations off duty.**

ARTICLE 15

WORK SCHEDULE / HOURS WORKED

Staff Employees 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.

Shift Employees 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. Shift employees cannot work more than 48 hours consecutively unless it is approved by the employee's supervisor or a civil emergency exists; otherwise a 12 hour break period must be taken.

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 (53 hour work week). Any hours worked in excess of 212 in the work period shall be paid at time and one-half.

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 with Battalion Chief's (B/C's) approval. B/C's and Lieutenants (Lt's.) will receive a holdover opportunity when their vacancy causes staffing to drop below the minimum level. If the B/C or Lt. refuses the holdover, the applicable holdover vacancy may be filled by an Acting B/C or Acting Lt. from the shift personnel where the vacancy exists. If no Acting B/C or Acting Lt. is available to accept the holdover, then the holdover will be mandated to the B/C or Lt. with the lowest hours. When there are a total of four (4) or more Officers are off duty .i.e. Lieutenants and/or Battalion Chief, a holdover opportunity shall exist, only the applicable officer rank can fill the holdover vacancy.

When staffing drops below three (3) personnel per responding unit, a holdover opportunity shall exist. Due to extraordinary circumstances, a Chief Officer may permit a responding unit to drop below three (3) personnel for a short period of time.

The Station 1 Lieutenant or Telestaff 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.

NOTE: An employee will not be available initially for a holdover opportunity if the employee is off duty the shift before or the shift after the holdover opportunity due to vacation, shift exchange (off duty or working the shift needing the holdover), or absent regardless of their holdover hours amount. Only hours worked to meet minimum staffing requirements will be considered as "holdover hours". All other hours worked in addition to the minimum 212 hours shall be considered overtime and categorized in accordance for their applicable purpose, i.e. committee meetings, required schooling, training etc.

If all employees on the off going or oncoming shift of the rank needed refuse the time offered, the employee with the least amount of total recorded holdover hours shall be mandated to holdover. If two or more employees of the same rank have accrued the same amount of holdover hours, the employee with the least amount of seniority shall be mandated to holdover. In the event the employees have the same seniority date, the employee with higher last (4) social security numbers will be mandated the holdover.

The employee that is mandated to holdover may obtain a replacement from the off duty employees of the same rank. If there are no employees of that rank available, then a lower or higher 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 working the mandated holdover hours will be recorded to his/her holdover hours worked. It is the responsibility

of the employee to insure that the time is recorded into Telestaff.

All holdover hours shall be continued from the previous calendar year and kept accounted for in Telestaff.

Employees reporting an absence are required to contact the Battalion Chief prior to 06:30 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 an employee 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.

In the event an employee is promoted and or transferred, holdover hours will be adjusted under the following circumstances pertaining to the employee's assigned shift. If the employee has a deficit or greater of twenty-four (24) hours less than the employee of that rank with the least amount of holdover hours, the promoted/transferred employee's holdover hours will be adjusted/increased to show twenty-four (24) hours less than the employee with the lowest holdover hours of that rank. If the promoted/transferred employee has more than twenty-four (24) hours than the employee with the highest amount of holdover hours, the promoted employee's holdover hours will be adjusted/decreased to show twenty-four (24) more than the employee with the highest holdover hours of that rank.

Prolonged Coverage Guidelines

- Purpose: To equally offer and disburse overtime for all shift employees.
- Definition: For the purpose of filling shifts for personnel that are on long term illness, injury, on duty vacancy (ODV), Administration Leave, personnel attending schooling and/or backfill coverage for deployment vacancies that causes staffing to drop below the minimum level that require more than two (2) shifts.

Guidelines for Disbursement

Prolonged coverage is triggered when a holdover opportunity is present sixty (60) hours prior to the employee's scheduled shift day due to the employee or employees meeting the definition of prolonged coverage. Once the need for overtime has been determined for an employee on long term illness, injury, on duty vacancy (ODV), Administration Leave, schooling and/or backfill coverage for deployment vacancies, the following shall take place.

Telestaff shall be referenced to ensure the correct employee is offered the holdover opportunity. The Employee(s) working the holdover 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, injury on duty vacancy (ODV), Administration Leave, schooling and/or backfill coverage for deployment vacancies, then the employees 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,

B-Shift would be offered the first holdover opportunity and C-Shift would be offered the next holdover opportunity. This 1 to 1 ratio 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 for that shift. If the employee mandated to holdover is on B-Shift and successfully finds a replacement on C-Shift, then B-Shift will have forfeited their opportunity and the next scheduled holdover opportunity will go to C-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 On Call

An Inspector will be scheduled for "on call duty" 24/365 to respond to structure fires or other Fire Prevention related after hours' emergency calls and the Fire Marshal will substitute as needed. After hours are defined as time after 5pm Monday – Thursday, observed District holidays and weekends (Friday – Sunday). The on-call Inspector will be paid one (1) hour overtime compensation for each day on call and earn their respective overtime rate when they respond to calls. Time after the first hour will be in quarter hour increments. The Inspector and/or Fire Marshal shall equitably share in the scheduling and selection process for on call duty assignments.

ARTICLE 16

HOLIDAYS, FLOATING HOLIDAY & BIRTHDAY

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. September 11th shall be observed by on duty shift employees without being considered as a paid holiday; however, no training will be scheduled. 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 4th, Labor Day, Veteran's Day, 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 and functionality.
- 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 17

LONGEVITY

Longevity shall be paid bi-weekly to each full-time employee and shall be calculated from the employee's full-time hire date. Longevity pay is calculated using the employee's base pay multiplied by 0.5% for each year of full-time employment.

For example:

Base Pay -	\$50,000
Full-time Employment -	10 years x 0.5% = 5%
Longevity Pay -	\$50,000 x 5% = \$2500

ARTICLE 18

EDUCATIONAL INCENTIVE, SPECIALTY & FIELD TRAINING OFFICER PAY

The following certifications will be recognized by the district as incentives in which an employee can receive a pay differential of \$600.00 per certificate per year, not to exceed three (3) educational incentives or \$1800.00 per employee.

Shift Employees & Captains

Pump Operator
Car Seat Tech
Fire Instructor I
Safety Officer
Light Tech Rescue Team (LTRT) **

Staff Employees

Fire Code Administrator
Fire Investigator
Fire Instructor I
Juvenile Fire Setter
Life Safety Educator

At any time, an employee fails to maintain valid certification in any of the educational incentives listed above, he or she will no longer receive the educational incentive pay.

Hazardous Materials Team Specialty Pay

Qualified members of the Southern Manatee Fire Rescue District Hazardous Materials Team are those individuals who have completed the State of Florida 160 hour Hazardous Materials Technician Course and have obtained State of Florida Certification or have been a member of the Hazardous Materials Team prior to January 2008 and have maintained team membership to the current date. In order to maintain qualification, members must have minimum participation levels as follows:

1. Attend 70% of on duty Meetings
2. Obtain a 70% on the annual skills test
3. Attend 70% of Shift training drills
4. Attend the Annual Team training drill
5. 100% Completion of the continuing educational requirements to maintain certification
6. Maintenance and Preventative maintenance with haz-mat equipment, supplies and response vehicle and other duties necessary to maintain the readiness of the team.

In order for employees to become recognized as part of a Hazardous Materials Team, they must have successfully complete any related educational requirements and successfully passed the State of Florida certification exam or have been a member of the Hazardous Materials Team prior to January 2008 and have maintained team membership to the current date. Additionally, they must complete any departmental training required. In January of each year, the Hazardous Material Team Coordinator or his designee shall provide the Administration with a current roster of those individuals that are eligible to receive this specialty pay.

Members of the Southern Manatee Fire Rescue Hazardous Materials Team **not permanently** assigned to Fire Station #2 shall receive a Specialty Pay of \$1800 and members **permanently** assigned to Fire Station #2 shall receive a specialty pay of \$2400 a year and will also be allowed one (1) educational incentive pay for any of the approved incentives listed above. On a case by case basis, the Hazardous Team Coordinator may grant a "make up" opportunity for minimum requirements needed due to extraordinary circumstances, but not limited to illness, injury or unforeseen cancellations of required training drills.

Paramedic Specialty Pay

Any employee that is a Florida Certified Paramedic but has not obtained PIC status, shall only receive \$600.00.

A Florida Certified Paramedic that is credentialed, signed off by the Medical Director, but not assigned to an ALS Engine shall receive \$3000.00 per year. (2756 hrs. x \$1.00 = \$2756 + 156 hrs. x \$1.50 = \$234 equals a grand total of \$2990 per year, rounded to \$3000.

A Florida Certified Paramedic that is credentialed, signed off by the Medical Director, that is assigned to an ALS Engine as a Paramedic-In-Charge or PIC shall receive \$6000.00 per year. (2756 hrs. x \$2.00 = \$5512.00 + 156 hrs. x \$3.00 = \$468.00 equals a grand total of \$5980.00 per year, rounded to \$6000.00).

A Florida Certified Paramedic that is credentialed, signed off the Medical Director, that gets temporally assigned to an ALS Engine as a PIC shall receive the PIC specialty pay of \$2.00 per hour for the hours worked on an ALS Engine as PIC.

Paramedic's will be allowed one (1) educational incentive pay for any of the approved incentives listed above.

All Florida Certified Paramedics that are credentialed shall be equitably and fairly rotated as a PIC by the Battalion Chief or their designee.

The District will only pay for one (1) Specialty Pay, either Hazmat or Paramedic; however, an employee who is a Paramedic may remain on the Hazmat Team and a Hazmat Team Member can be a Paramedic.

Field Training Officer

After October 1, 2019; and/or at the time of promotion (if required/needed), all *new* FTO's shall meet the required criteria and possess the following certifications from the BFST in order to receive FTO as a specialty pay. Any existing FTO's shall have the duration of this contract to obtain the minimum requirements if not currently possessed. This new FTO's position shall be created by a position description that will entail the requirements for this position in order to receive this specialty pay.

- Must be an officer with two (2) years' experience
- Attend at least one class / seminar per year (with the intent of sharing knowledge with the Operations Division).
- Instructor I or higher

If more than one candidate (officer) is interested in the FTO position, then the Training Division shall test the candidates equally and impartially to select the best candidate for the position. All FTO's shall be compensated \$1200 plus three (3) educational incentive pays for a total compensation of \$3000 annually. If the FTO is receiving Haz Mat specialty pay (\$1800), then the FTO shall receive two (2) educational pays (\$1200) for a total compensation of \$3000 annually. If the FTO is receiving Haz Mat specialty pay (\$2400), then the FTO shall receive one (1) educational pay (\$600) for a total compensation of \$3000 annually.

MINIMUM JOB CERTIFICATION & CONTINUAL EDUCATONAL 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 and ACLS Provider 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.

****Completion of all required classes for the Light Tech Rescue (LTR) Team is acceptable.**

ARTICLE 19

WORKING OUT OF CLASSIFICATION

Any time employees are required to accept responsibilities and carry out the duties on a temporary basis of a higher ranking shift officer, they shall be paid additional compensation in compliance with the pay methodology listed below.

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 20

WAGES

Employees shall be paid pursuant to the following schedule in accordance with Article 12 of this agreement. The pay schedule shall take effect during the first pay period in January of each year.

Rank	2020 Base Hourly Rate	2021 Base Hourly Rate	2022 Base Hourly Rate
Battalion Chief	\$32.66**	\$33.57**	\$34.47**
Training/Hazmat Captain	\$42.40**	\$43.60**	\$44.81**
Lieutenant	\$27.44**	\$28.35**	\$29.25**
1st. Class FF/FO1	\$24.25**	\$25.16**	\$26.06**
1st. Class FF/WOFO1	\$24.03**	\$24.94**	\$25.84**
2nd Class FF	\$22.12**	\$22.12**	\$22.12**
3rd Class FF	\$19.23**	\$19.23**	\$19.23**
Probationary FF	\$16.26**	\$16.26**	\$16.26**
1st. Class Inspector/FO1	\$34.90***	\$35.38***	\$35.86***
1st. Class Inspector/WOFO1	\$34.61***	\$35.09***	\$35.58***
2nd Class Inspector	\$31.02	\$31.02	\$31.02
3rd Class Inspector	\$29.93	\$29.93	\$29.93
Probationary Inspector	\$27.54	\$27.54	\$27.54
Fire Safety Educator	\$22.35	\$22.83	\$23.31

All Bargaining Unit employees that are 1st Class and above shall receive an annual merit compensation in addition to the annually contracted pay raise, awarded in the first pay cycle of December throughout the length of this contract.

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.

**Includes 2756 hours ST, 156 hours OT, 120 hours Holiday Pay at ST

***For First Class Inspectors: Includes 2080 hours and does not include on-call OT.

At any time during the term of this collective bargaining agreement, or any extension thereof pursuant to this collective bargaining agreement, Bargaining Unit employees shall be authorized to receive equal percentage and/or dollar amount bonuses, if any, as is approved by the District/Fire Commission for all non-Bargaining Unit employees.

ARTICLE 21
HEALTH INSURANCE
MEDICAL

The District shall provide Insurance benefits for all unit members. The District provides health insurance to all shift employees, staff employees and their dependents as follows:

- Medical Health Plan with an HSA component shall continue to be provided for employees and dependents; 100% of premiums paid by the District
- The District shall fund employees' Health Savings Account by the first full week of January in each calendar year for the duration of this contract so that the employee pays no more than 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

The District shall provide to all its employees and their dependents a Dental and Vision Plan which 100% of the premiums are paid by the District.

ARTICLE 22

MEDICAL EXAMINATION

Each member of the Bargaining Unit shall undergo a physical examination either by Life Scan, who utilizes a Physician's Assistant or Advanced Registered Nurse Practitioner or a comparative agency or an equivalent/more in-depth examination by a Board Certified Medical Doctor. Life Scan or a comparative agency physical examination includes but is not limited to blood work, electrocardiogram, physical assessment, ultrasound, stress test, and hearing/vision in accordance with the Directive Manual.

If the member chooses to receive a physical examination by a Medical Doctor, they shall undergo equivalent or greater examination criteria provided by Life Scan or comparative agency with the exception of an ultrasound and stress test unless they are determined necessary by the Medical Doctor at the District's expense. If the medical doctor doesn't determine the need for an ultrasound and/or stress test, the member can choose to have these services rendered at their expense. The District shall poll all Bargaining Unit members to establish their physical examination choice and provide a schedule. Shift personnel shall receive priority scheduling for the earliest physical times while on duty. The schedule of physicals examinations shall be as follows:

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

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

HazMat Team members, once a year regardless of age.

The physical examination 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. Retirees*, employee's spouse or domestic partner shall have the opportunity to receive the same physical as the employees at the District's negotiated rate. The retirees, employee's spouse or domestic partner will be responsible for the full payment of the physical and notifying the District of their request to be scheduled for the physical examination during the same time period it is provided to the employees.

After the medical examination has been completed, the District will be provided "Fit For Duty" or "Not Fit For Duty" certification. Confidentiality shall be maintained and any results will be subject to review only by the employee and examining agency. The District will not have access to these results unless authorized by the employee in writing or as otherwise provided for by law.

*Retirees are considered Bargaining Unit Members that have separated from the District as "dues paying members" via normal retirement, early retirement or disability.

ARTICLE 23

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 24

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 deferment and is administered by the company the employee chooses to utilize. Any employee wishing to defer money in the program should contact the Executive Management Assistant.

ARTICLE 25

SHIFT EXCHANGE

Shift employees shall be granted shift exchange subject to the guidelines as established below. The shift exchange should 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 electronic request must be entered into Telestaff 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) Both sides of any shift trade must be completed within three hundred sixty-five (365) days of the shift exchange initiation.
- c) Shift exchanges are limited to 1 hour increments with a 1-hour minimum.
- d) Tri-fecta exchanges are permitted for all shift employees within the bargaining units with supervisor approval.
- e) An exchange should not normally result in overtime for the District. An employee may call out sick on a shift exchange as a last resort. Calling out sick is not intended to be used for projected absences.
- f) Newly hired employees serving their one (1) year of probation will be limited to ninety-six (96) hours of shift exchanges. Due to extraordinary circumstances, the District may allow additional shift exchanges within the-probationary period.

Person calling off for sick is charged sick time.

- o CLARIFICATION

- a) If employee A agrees to work an exchange calls in sick, sick time will be charged to employee A and employee A will not earn Wellness time for that quarter. Since employee B who requested the change got the time off, he/she is still responsible for paying back employee A who agreed to work but called in sick.
- b) If employee B who requested 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 for reasons other than calling in sick, FMLA, deployment to disaster, etc. 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 employee 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 employee 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 an employee is out on a Worker's Compensation Leave, he/she cannot initiate a shift exchange and if a "payback" is owed, then the "payback" should be rescheduled or a tri-fecta shift exchange should be considered in effort to prevent overtime.

ARTICLE 26

VACATION

All Employees shall receive their entire annual vacation allotment on October 1 of each year based on the years of service earning tables (Shift or Staff) shown below. The use of vacation time shall be limited to one (1) hour increments with a one (1) hour minimum. Those employees retiring under normal circumstances will have their annual allotment prorated, based the years of service earning table(s) shown below, to coincide with the projected date of severance or adjusted as necessary. 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 in accordance with the years of service earning table(s) to reflect the actual date of separation.

SHIFT EMPLOYEES

All vacation time will be scheduled according to the Directives.

- In October, each shift employee shall have the opportunity to select up to four (4) consecutive shifts off time off in each of the first four rounds as their initial time off selections for the calendar year. Prior to the four (4) initial rounds of selecting time off, a *Holiday Lottery Pick* round shall take place for all department recognized holidays (Article 8) that affect the respective shift. Numbers shall be placed in a hat of the amount of employees wishing to participate in the *Holiday Lottery Pick*. The employee who picks number 1 obtains the right to select the holiday of their choice first and then continues in sequential order until all holiday slots have had the opportunity to be chosen. There shall be two (2) for each holiday selected via lottery pick and two (2) selected via seniority.
- After the four (4) initial rounds, vacation will be granted on first come first served basis and will commence the next day at noon time. To ensure compliance, a report will be conducted by the B/C and all vacations times selected before noon may be subject to dismissal.
- There shall be four (4) vacation leave slots available for all shift personnel on each shift date unless there are extraordinary circumstances. The vacation slots can be filled by any combination of firefighters and/or officers, with no more than three (3) officers (Lt's and/or B/C) being scheduled off per shift date. Union Pool Time and prolonged absences shall not count against the (4) vacation leave slots allotted for each shift date.
- Regular time off requests must be entered in Telestaff no less than 60 hours prior to time off being requested.
- Regular time off requests may be granted with less than 60 hour notice on an emergency basis at the discretion of the Battalion Chief.
- It is the employee's responsibility to enter their Time Off Requests into Telestaff

Shift Employees shall earn time at the following rates:

0 - 1 year service	=	2.77 hours bi-weekly	= 3 shifts (72.02hrs)
2 through 4 years of service	=	4.62 hours bi-weekly	= 5 shifts (120.12hrs)
5 through 9 years of service	=	6.47 hours bi-weekly	= 7 shifts (168.22hrs)
10 through 14 years of service	=	9.24 hours bi-weekly	= 10 shifts (240.24hrs)
15 years through 20 years	=	11.08 hours bi-weekly	= 12 shifts (288.08hrs)
20 years and up	=	12.93 hours bi-weekly	= 14 shifts (336.18hrs)

STAFF EMPLOYEES

- In October, each staff employee shall have four (4) initial rounds to select up to four (4) consecutive days off time off in each round as their initial time off selections.
- After the (4) initial rounds, vacation will be granted on first come first served basis.
- There shall be two (2) vacation leave slots available per work day and any additional slots shall be approved by the Fire Marshal. Union Pool Time and prolonged absences shall not count against the (2) vacation leave slots allotted for each work day.
- Regular time off requests must be entered in Telestaff no less than 12 hours prior to time off being requested and shall be responded to on a first come/first serve basis within 24 hours.
- Regular time requested off may be granted with less than 12 hour notice on an emergency basis at the discretion of the Fire Marshal.

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

After 1 year of service	=	1.54 hours bi-weekly	= 40.04hrs
2 through 4 years	=	3.08 hours bi-weekly	= 80.08hrs
5 through 9 years	=	4.62 hours bi-weekly	= 120.12hrs
10 through 14 years	=	6.16 hours bi-weekly	= 160.16hrs
15 years through 20 years	=	7.70 hours bi-weekly	= 200.20hrs
20 years and up	=	9.24 hours bi-weekly	= 240.24hrs

VACATION ACCRUAL PLAN

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 – 24 hours x (40) shifts = 960 hours

Staff Employees – 40 hours x (17) weeks = 680 hours

An employee retiring under normal retirement shall have the options to be given their accrued time as time off (up to 90 calendar days) with pay prior to their actual retirement with the remaining balance paid out or an employee may elect to forego the 90 day option and receive their entire accrued vacation time balance at the conclusion of their employment. Accrued vacation time paid out may be placed into their HSA or into their 457 account (if applicable). 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

Personnel having 50% of the allowed accrued vacation (17 weeks) on September 30 may sell back one (1) week of that time. Shift Employees shall receive 53 hours and Staff Employees shall receive 40 hours for vacation time payout. Personnel shall receive their vacation time payout in the first pay period of December. The employee may elect to have these funds transferred into the employee's 457 account, at their discretion. These monies **shall not** be considered pensionable and will have no impact on an employee's average final calculation in regards to retirement.

	50% allowed	17 weeks	1 week equals
Shift Employees	480 hours	960 hours	53 hours
Staff Employees	340 hours	680 hours	40 hours

ARTICLE 27

SICK TIME & WELLNESS DAYS

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. Shift Employees shall receive their entire annual sick day allotment on October 1 of each year. Those employees retiring under normal circumstances, separating employment whether voluntary or involuntary, shall have their annual allotment prorated to coincide with the projected/actual date of severance or adjusted as necessary.
- 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. Staff Employees shall receive their entire annual sick day allotment on October 1 of each year. Those employees retiring under normal circumstances, separating employment whether voluntary or involuntary, shall have their annual allotment prorated to coincide with the projected/actual date of severance or adjusted as necessary.
- 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, parents, children, registered domestic partner, including child or grandchild of a registered 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 may 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 may 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 0630 hours of 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 revising the staffing schedule.
 - h. Sick leave will be authorized for use in connection with an illness, injury, or disability, 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 Payout

If an employee separates employment involuntarily, their accrued unused sick time shall be paid out in the allowable amount. If an employee separates employment voluntarily, their accrued unused sick time shall be paid out in accordance to the allowable amounts as outlined below:

Shift Employees - Eligible after date of normal retirement, employees who have accrued a minimum of 720 hours shall be able to trade in 1/3 and those who have accrued 1,440 hours or more shall be able to trade in 1/2 and those with 2160 hours or more shall be able to trade in 3/4 of the sick time they have accrued. This time would be given as time off (up to 90 calendar days) with pay prior to their actual retirement with the remaining balance paid out or an employee may elect to forego the 90 day option and receive their entire accrued sick time balance at the conclusion of their employment. Accrued sick time paid out may be placed into their HSA or into their 457 account (if applicable). 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.

Staff Employees - Eligible after date of normal retirement, employees who have accrued a minimum of 480 hours shall be able to trade in 1/3 and those who have accrued 960 hours or more

of sick time shall be able to trade in 1/2 and those with 1440 hours or more shall be able to trade in 3/4 of the sick time they have accrued. This time would be given as time off (up to 90 calendar days) with pay prior to their actual retirement with the remaining balance paid out or an employee may elect to forego the 90 day option and receive their entire accrued sick time balance at the conclusion of their employment. Accrued sick time paid out may be placed into their HSA or into their 457 account (if applicable). In the event of death of an employee, his or her beneficiary shall be paid for any accrued but unused sick leave to which the employee would have been entitled under departmental rules.

SICK TIME PAYOUT

This benefit has been suspended for the duration of this contract

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.

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.

If an employee separates employment, whether voluntary or involuntary, any accrued but unused wellness days shall be paid out. An employee retiring under normal retirement shall have the options to be given their accrued wellness days as time off (used towards the 90 calendar days) with pay prior to their actual retirement with the remaining accrued wellness day balance if any, being paid out at the time of separation or their total accrued wellness days being paid out at the conclusion of their employment. Accrued wellness days paid out may be placed into their HSA or into their 457 account (if applicable).

ARTICLE 28

LEAVE TIME DONATION

1. Each shift and staff employees may, at any one time or more, donate twenty-four (24) hours of either vacation, wellness or sick time to any department employee requesting leave time donation. Each block of leave time donation(s) will be limited to a maximum of ten (10) personnel at a time for a sum of two-hundred forty hours (240).
2. Leave time donations shall be given in twenty-four (24) hour increments and can be given more than once to one or more employees. All leave time donations given to the requesting employee shall be recorded as a total sum and disbursed as needed. All unused leave time donations shall be retained by the employee receiving the donated time.
3. Employees receiving such donations must first exhaust their own personal vacation, wellness, floating holiday/birthday and sick leave accounts. In the event of a new hire being on probation, the employee must use all personal usable time allowed by the contract first before receiving donated time.
4. All leave time donated shall be deposited in the receiving employee's sick bank and will be used as sick time off.

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.

ARTICLE 29

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 Directives 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 30

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 domestic partner, including child or grandchild of a registered 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 domestic partner, including child or grandchild of a registered 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 31

CERTIFICATION REQUIREMENTS

Shift Employees

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 & Fire Safety Educator

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 32

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's 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 that are through an accredited (regional or national) institutional determined to be job related or follow the curriculum of an established Associates, Bachelors or Master's 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 at the maximum of the rates established for Southern Manatee Fire Rescue "Learning Partner" institutional(s). The schedule of reimbursement will be as follows:

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.

ARTICLE 33

PROMOTIONS' PROCESS & COMPETITIVE TESTING

FIREFIGHTERS & INSPECTORS

The firefighters and Inspectors 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. This period may be extended if needed. The criteria for the Firefighter and Inspector Classes involved in this section shall adhere to the Promotions' Directive. All proposed changes to this Directive must have approval of the DVP and Fire Chief.

COMPETITIVE TESTING

Examinations

There shall be examinations for the classifications of Lieutenant, Captain and Battalion Chief. The criteria for the classifications involved in competitive testing shall adhere to the Promotions' Directive. All proposed changes to this Directive must have approval of the DVP and Fire Chief.

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. In effort to grade the assessment process fairly and precisely, the presentation, counseling and tactical portions will be video recorded. The assessment process will be administered in January, April, July or October of the year a competitive testing process is needed.

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

- A. Written Exam — a one hundred (100) question exam. After completion of the written exam, the candidate will move on to the next phase of the assessment process.
- B. Presentation Project — Candidates are tasked to present a fifteen (15) minute informational speech on the topic provided for this segment. All candidates will be informed of the topic no later than one (1) week prior to the assessment. All candidates will be given the same topic for their presentation.

- 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. After completion of the written exam, the candidate will move on to the next phase of the assessment process.
- B. Presentation Project — Candidates are tasked to develop, provide, and present a fifteen (15) minute informational speech on the topic provided for this segment. All candidates will be informed of the topic no later than one (1) week prior to the assessment. All candidates will be given the same topic for their presentation.
- 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 worth one hundred (100) points, graded separately and then all sections of the assessment will be totaled for an overall final score. The total score for Lieutenant and Captain will be four hundred (400). The total score for Battalion Chief will be six hundred (600).

Additional points can be earned based on the following:

- 1 point for Associates Degree*
- 2 points for Bachelor's Degree*
- 3 points for Master's Degree*
- 1 point for State Certified Fire Instructor
- 1 point for State of Florida Hazardous Materials Technician Certification or a member of the SMFR Haz-Mat Team
- 1 point for State of Florida Paramedic Certification

(*candidate can only obtain points for one degree)

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 Volunteer time prior to January 2014 or full-time employment after January 2014) shall be used to the candidate's placement on the eligibility list. If a tie still remains, the candidate with the lower last four (4) digits of their social security number shall be placed higher 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 candidate achieving the highest score. Prior to the selection order being established/finalized, each candidate, if they choose, shall be provided the opportunity to review their entire assessment process for questioning and clarification which may result in an adjustment to their overall score. The eligibility list shall remain in place for 12 months from date of posting and be placed in each station.

ARTICLE 34

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 most current version of the Florida Statute 112.81, titled "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 D).
- 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 E).
- 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 an employee on Administrative Leave with pay and benefits for the duration of the investigation. Once the investigation is concluded, the District will notify the employee of the outcome and remove them from Administrative Leave.
- 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. Suspension without pay means that during this suspension besides not being paid, holiday pay, accrual of vacation, sick, wellness and FLSA overtime hours cease to occur. Upon return from suspension, these benefits will resume and are not retro-active. 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 C).
- 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.

The Corrective Action Matrix in the District's Directives 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 35

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 Deputy 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 0700 to 1700 hours, Monday through Thursday, 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 Deputy 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 Deputy 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 Deputy Chief's response, to the Fire Chief or his designee, within ten (10) working days of the date the grievant received the Deputy 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 ninety (90) 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 & Fire Safety Educator

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 Deputy 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 0700 to 1700 hours, Monday through Thursday, 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 Deputy 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 Deputy 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 Deputy Chief's response to the Fire Chief, within ten (10) working days of the date the grievant received the Deputy 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 ninety (90) 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 Deputy 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 0700 to 1700 hours, Monday through Thursday, excluding holidays. The Deputy 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 Deputy 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 ninety (90) 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 36

SEPARATION OF EMPLOYMENT

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

1. Provide a full 2 week written notice.
2. Complete any and all required paperwork.
3. Participate in an exit interview.
4. Return all District property assigned to or in custody of the employee.
5. Repay any monies due the District, pursuant to District policy.
6. Fulfill outstanding swaps by hours worked or forfeiting equal accrued time.

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

EMPLOYMENT TRANSITIONAL LEAVE

When an employee formally notifies the District of their intent to separate under a normal retirement, but opts to utilize a portion of their accrued time (sick, vacation, wellness), as determined by Human Resources, based on the existing articles within the current contract and a time frame of no more than 90 calendar days from the last physical day worked, the employee shall be entitled to:

- Salary increases or bonuses
- Longevity
- Health Insurance and HSA allotment

**all items are prorated to coincide with the actual date of separation*

Note: an employee may opt to utilize any/all of their earned accrued time up to 90 calendar days, as specified above. All remaining earned time will be paid out as a lump sum at the conclusion of the ninety (90) day mark. The employee may direct any/all of these funds to be placed into the employee's HSA or deferred compensation (457) plan if applicable and as outlined by IRS rules.

** As an example:* FF A gives formal notice on October 1, 2019 that their last day at work will be December 31, 2019 and that they would like to remain "on the book" for the allowable ninety (90) days following their last day at work (Dec. 31, 2019). At the time of their notice FF A has the following accruals:

- 500 hours of vacation
- 1500 hours of sick
- 200 hours of wellness

FF A after the conversion of sick ($1500/2 = 750$) hours would have a total of 1450 hours of accrued time. FF A would receive six (6) months (Oct. – Mar) of longevity, three (3) months of the negotiated raise (Jan – Mar) and three months (Jan – Mar) of HSA. FF A will use a total of 720 hours ($240 \times 3 = 720$) for the three months (Jan – Mar), leaving a balance of 730 hours to be paid out as a lump sum. In addition, FF A will remain on the departments insurance as an active employee until March 31st. At the conclusion of the ninety days (March, 31st.) the employee is officially separated from the department.

ARTICLE 38

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. Prior to January 2014, the employee with the greater length of service will have the most seniority which shall be figured from the employee's part-time/volunteer date if applicable. Personnel employed after January 2014 as a Volunteer or full-time, shall have their seniority figured from their full-time employment date.

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 39

UNIFORMS

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

SHIFT EMPLOYEES SHOE REIMBURSEMENT

Shift employees may be allocated up to \$150 (excluding tax) 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 (excluding tax) 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 40

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 released 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, 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

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: _____

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:** _____

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:** _____

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-E

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 a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

Proposed Remedy:

Name of Grievant: _____

Signature of Grievant: _____

(use another page if needed)

Committee List

Apparatus Spec. Committee
Awards Committee
Collective Bargaining Team
Directives Committee
Health Insurance Committee
Hiring Process Committee
Open House Committee
Officer Promotional Process Committee
Safety Committee
Training Committee
Wellness Committee
Uniform Committee

SIGNATURE PAGE


IN WITNESS HEREOF, the parties have caused the Agreement to be signed by their duly elected representatives on this 19th of September, 2019.

For the Southern Manatee

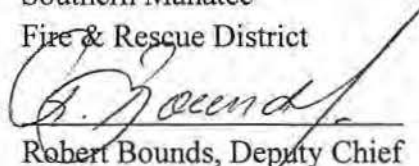
Fire & Rescue District

In accordance with 447.309(1),

Florida Statutes:



Brian Gorski, Fire Chief
Southern Manatee
Fire & Rescue District



Robert Bounds, Deputy Chief
Southern Manatee
Fire & Rescue District



Rick Blanco, Deputy Chief
Southern Manatee
Fire & Rescue District

For IAFF, Local 2546:



Adam Chevalier, District Vice President
IAFF, Local 2546



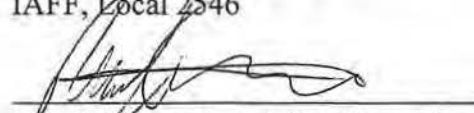
Derek Foss, Steward
IAFF, Local 2546



Chris Gould, Bargaining Committee
IAFF, Local 2546



Seth Burnett, Bargaining Committee
IAFF, Local 2546



Pete Saxman, Bargaining Committee
IAFF, Local 2546