



**AGREEMENT BETWEEN**

**THE ENGLEWOOD AREA FIRE CONTROL DISTRICT**

**AND**

**SUNCOAST PROFESSIONAL FIREFIGHTERS  
IAFF LOCAL #2546**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**

**2011 – 2014**

## Table of Contents

PREAMBLE.....	7
ARTICLE 1 - AGREEMENT .....	8
1.1 – Agreement.....	8
1.2 – Applicability.....	8
1.3 – Purpose .....	8
1.4 – Definitions.....	9
1.5 - Computing Time.....	10
1.6 - Denotation of Gender.....	11
ARTICLE 2 - RECOGNITION .....	12
2.1 Applicability.....	12
ARTICLE 3 - MANAGEMENT RIGHTS .....	13
3.1 – General Statement.....	13
3.2 – General Powers.....	13
3.3. – District Mission.....	15
3.4 – Civil Emergencies .....	15
3.5 – Enabling Act.....	15
3.6 – Supervisory Personnel.....	15
3.7 – Compliance with Laws.....	15
3.8 – Workforce composition .....	15
3.9 – District Rules .....	16
3.10 – General rights and waivers .....	16
ARTICLE 4 - NON-DISCRIMINATION .....	17
4.1 - Non-Discrimination.....	17
4.2 - Non-Discrimination by Union .....	17
4.3 - Non-Discrimination by District.....	17
ARTICLE 5 - RIGHTS OF EMPLOYEES.....	18
5.1 - Union Activity .....	18
5.2 - Union Membership.....	18
5.3 - Union Representation .....	18
5.4 - Fair and Equitable Treatment.....	18
5.5 - Secondary Employment.....	18

5.6 - Applicability of District's Employment Rules .....	19
5.7 - Formal Disciplinary Investigation .....	19
5.8 - Prevailing Rights .....	19
ARTICLE 6 - DUES DEDUCTIONS .....	20
6.1 – Dues Deduction.....	20
6.2 - Discharge .....	20
6.3 - Hold Harmless .....	20
ARTICLE 7 - UNION BULLETIN BOARDS .....	21
7.1 - District Bulletin Boards .....	21
7.2 - Union Bulletin Boards.....	21
7.3 - Bulletin Board Postings .....	21
7.4 - Removal of Postings.....	21
ARTICLE 8 - UNION REPRESENTATION .....	22
8.1 - Formal Disciplinary Investigation .....	22
8.2 – Communication.....	22
8.3 - Union Activity.....	22
8.4 – Bargaining Representatives.....	22
8.5 – Union Emblem .....	22
ARTICLE 9 - District Rules and Regulations – Standard Operating Procedures/Directives .....	23
9.1 – Applicability.....	23
9.2 – Notification to Union/Employees.....	23
ARTICLE 10 - LABOR - MANAGEMENT COMMITTEES AND RULES .....	24
10.1 – Districts Committees .....	24
10.2 – Authorized Time Off.....	24
10.3 – Committee Applications.....	24
10.4 – Composition of Committees.....	24
10.5 – Union Time and ATO Bank.....	25
ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION .....	26
11.1 Grievance Procedure.....	26
Step 1: .....	26
Step 2:.....	26
Step 3:.....	26

Step 4:.....	27
11.2 – Additional Rules Governing Grievance and Arbitration.....	28
ARTICLE 12 - Hours of Work, Overtime, and Compensatory Time .....	30
12.1 - Schedule of Hours.....	30
12.2 - Work Hours.....	30
12.3 - Schedule Changes .....	30
12.4 - Overtime Pay .....	30
12.5 - Overtime Work .....	30
12.6 – Compensatory Time.....	30
ARTICLE 13 - SENIORITY, LAYOFF AND RECALL.....	32
13.1 - Initial/Extended Probationary Period .....	32
13.2 - Promotional Probationary Period .....	32
13.3 - District Seniority.....	32
13.4- Identical Seniority Dates .....	33
13.5 - Loss of Seniority.....	33
13.6 - Layoff .....	33
13.7 - Selection for Layoff.....	33
13.8 - Bumping .....	33
13.9 - Recall from Layoff.....	33
13.10 - Recall Rights.....	34
13.11 - Physical Examination .....	34
13.12 - Notice of Recall .....	34
ARTICLE 14 - MINIMUM STAFFING .....	35
14.1 – Staffing Minimums.....	35
ARTICLE 15 - SHIFT EXCHANGE .....	36
15.1 – General Provisions .....	36
15.2 - Clarification on Responsibility .....	37
15.3 - Requirements for Shift Exchange .....	37
ARTICLE 16 - VACATION LEAVE .....	38
16.1 – Annual Leave.....	38
16.2 – Scheduling of Annual Leave .....	38
16.3 - Accrual of Leave.....	39

ARTICLE 17 - SICK LEAVE .....	40
17.1 - Method of earning sick leave .....	40
17.2 - Use of Sick Leave .....	40
17.3 - Sick Leave Payout.....	40
ARTICLE 18 - EXTENDED SICK LEAVE BANK .....	42
18.1 – Extended Leave Bank .....	42
18.2 – Eligibility .....	42
18.3 – Eligibility Time Limits .....	42
18.4 - Medical Certification .....	43
18.5 - Additional Provisions.....	43
ARTICLE 19 - ON-THE-JOB INJURY.....	44
19.1 – Leave Use and Compensation .....	44
19.2 - Light Duty Assignment.....	44
19.3 - Release to Duty Fit Testing.....	44
19.4 – Maximum Medical Improvement .....	44
ARTICLE 20 - COURT TIME.....	45
20.1 – Jury Duty .....	45
20.2 – Witness Subpoenas.....	45
20.3 – On Duty Witness Subpoenas.....	45
20.4 – Voluntary Subpoenas .....	45
20.5 – General Provisions.....	45
ARTICLE 21 - COMPENSATION .....	46
21.1 – Wage and Salary Plan.....	46
21.2 – Progression through Pay Scale.....	47
21.3 – Working out of grade pay .....	47
ARTICLE 22 - LONGEVITY.....	48
22.1 – Longevity Pay .....	48
ARTICLE 23 .....	49
EDUCATIONAL PROVISIONS .....	49
23.1 – Incentive Pay.....	49
23.2 – Educational Reimbursement .....	49
ARTICLE 24 - MEDICAL PHYSICAL EXAMINATIONS.....	51

24.1 – Medical Examinations .....	51
ARTICLE 25 - INSURANCE .....	52
25.1 - Health and Dental Insurance .....	52
25.2 - Life Insurance.....	52
25.3 - Workers Compensation .....	52
25.4 – Retiree Medical Supplemental Benefit .....	52
ARTICLE 26 - PENSION.....	53
26.1 – Local Law Pension Plan .....	53
26.2 – Labor/Management Pension Committee .....	54
ARTICLE 27 - MISCELLANEOUS PROVISIONS.....	55
27.1 - Travel Pay.....	55
27.2 – Refutation .....	55
27.3 – Indemnification .....	55
27.4 – Overtime List.....	55
ARTICLE 28 - UNIFORMS .....	56
28.1 – Uniforms Provided .....	56
28.2 – General Rules and Allowance.....	56
ARTICLE 29 - PRESERVATION OF BENEFITS AND SEVERABILITY.....	57
29.1 – Preservation of Benefits.....	57
29.2 - Severability.....	57
ARTICLE 30 - DURATION OF AGREEMENT.....	58
30.1 – Duration of Agreement .....	58
30.2 – Successor Agreement.....	58
30.3 – Successor Clause .....	58
APPENDIX A - DUES DEDUCTION FORM .....	60
APPENDIX B - COMMITTEE APPLICATIONS .....	61
APPENDIX C - EXTENDED SICK LEAVE POOL FORM.....	62
APPENDIX D - GRIEVANCE FORM.....	63
APPENDIX E - UNIFORM REPLACEMENT FORM .....	65
APPENDIX F - JOURNEYMAN PROGRAM PLAN .....	66
APPENDIX G - EDUCATIONAL PROVISIONS FORM .....	71

## **PREAMBLE**

This agreement is entered into as of October 1, 2011 between the Englewood Area Fire Control District and Local #2546, International Association of Firefighters. It is the intent and purpose of this agreement to assure sound and mutually beneficial working economic relationships between the parties hereto, 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 concerning rates of pay, wages, and other terms and conditions of employment. When this agreement does not speak to a subject the Englewood Area Fire Control District Rules and Regulations, District Standard Operating Procedures/Directives will be used.

## **AGREEMENT**

**Between**  
**Englewood Area Fire Control District**  
**Board of Commissioners**  
**And**  
**Suncoast Professional Firefighters and Paramedics**  
**Local 2546**  
**International Association of Firefighters, AFL-CIO**  
**October 1, 2011 through September 30, 2014**

### **Witnesseth**

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

## **ARTICLE 1** **AGREEMENT**

### **1.1 - 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 Englewood Area Fire Control District Board of Commissioners, hereinafter referred to as the District, pursuant to Chapter 447 of the Florida Statutes.

### **1.2 - Applicability**

This Agreement shall apply to every District employee who is included in the bargaining unit that Union is certified to represent under Florida Public Employees Relations Commission (hereinafter referred to as Florida PERC) Certification #740, as amended.

### **1.3 - Purpose**

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between and among the District, its employees (both individually and collectively) and Union, and to set forth herein the entire agreement between Union and the District as to wages, hours, and terms and conditions of employment.

## 1.4 – Definitions

Whenever used in this Agreement, the following words or terms shall mean:

(a) Apprentice – An employee indentured into an approved educational program where the employee serves a prescribed period to learn and gain experience in a trade or skill.

(b) Apprenticeship Training Committee (ATC) – a Labor Management committee chaired by the Fire District Training Officer that regulates and manages the Apprenticeship Program and serves as a peer review concerning training issues as outlined in the Collective Bargaining Agreement and Apprenticeship Standards.

(c) Calendar day (s): Are meant to count the number of days in which something shall be done, and shall refer to Monday through Sunday, seven (7) days a week, each day of every year.

(d) Collective Bargaining Agreement – A negotiated agreement between the Englewood Area Fire Control District and the International Association of Firefighters.

(e) Employee (s): Every person who works for the District and is included in the bargaining unit that Union is certified to represent under Florida PERC Certification #740, as amended.

(f) Exempt Employees – Those employees in administrative, executive, and professional positions as defined under the Fair Labor Standards Act, who is not subject to the overtime compensation provisions of the Act.

(g) Fiscal Year: Refers to the period October 1st through September 30th, inclusive.

(h) FLSA – The Fair Labor Standards Act. Federal Legislation which sets minimum wage, overtime pay, equal pay, record keeping, and child labor standards for covered employees.

(i) FMLA – The Family Leave and Medical Act. Federal legislation which established guidelines for maintaining of career service positions for a period of time under certain conditions, during the care or nurturing of family dependents or for serious health conditions of the employee.

(j) Grievance – An employee’s expressed feeling of dissatisfaction concerning conditions of employment or treatment by management, supervisors, or other employees.

(k) Journeyman Firefighter – a District Firefighter that has completed a term of 7000 hours over a five (5) year period of continuous on-the-job training consistent with the training requirements established by industry standards and certified by the Florida Department of Education.

(l) Management: Refers both singly and collectively to the District’s non-bargaining unit supervisors and managers.

(m) Members(s): Employees who establish or maintain an affiliation with Union according to Union's customs and by-laws.

(n) Non-exempt Employee – Those employees in positions subject to the overtime compensation provisions of the Fair Labor Standards Act.

(o) Pay Additives – an amount negotiated in the collective bargaining agreement to be paid in addition to an employee's base rate of pay.

(p) Position Description – the document prepared by the District which describes the officially assigned duties and responsibilities and other pertinent information relative to the position.

(q) Probationary Employee's – "At Will" employees who have not completed their probationary term and are not considered career service in their position.

(r) Work Cycle – a work schedule established to average the number of work hours per week for employees under FLSA section 207 (K) exemptions and which is used in the establishment of overtime reconciliation.

(s) Work Week: Another term for the District's pay week, which is the beginning of a shift on Wednesday through the end of a shift that begins on the following Tuesday.

(t) Work Day: A fixed period of time from 12:00 AM on one day until 12:00 AM on the following day.

(u) Working Day(s): The number of days in which something shall be done, and shall refer to the days Monday through Friday from 8:00 AM until 5:00 PM each day, excluding holidays.

(v) Shift/Duty Day(s): A defined continuous work period of 24 hours for personnel assigned to a 24-hour on / 48-hour off work schedule.

(w) Past Practice: 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.

## **1.5 - Computing Time**

In computing any period of time prescribed or allowed by this Agreement for taking some action, the following rules shall apply:

(a) The day of the act, event or occurrence from which the designated period of time begins shall not be included or counted; and

(b) The last day of the designated period of time shall be included or counted, unless it is a Saturday, a Sunday or a Holiday, in which case the period runs until the end of the next day which is not one of these aforementioned days.

### **1.6 - Denotation of Gender**

Use of the masculine pronoun “he” and/or associated tenses denote both male and female genders.

## **ARTICLE 2 RECOGNITION**

The Englewood Area Fire Control District recognizes the Suncoast Professional Firefighters & Paramedics, Local 2546, Englewood Unit, as the exclusive collective bargaining unit described herein.

### **2.1 Applicability**

For the duration of this agreement, the bargaining unit shall include:

All Probationary Entry Level Firefighters  
All Levels of Firefighters, Lieutenants, Captains, and Battalion Chiefs

## **ARTICLE 3 MANAGEMENT RIGHTS**

### **3.1 – General Statement**

The union and its members recognize the prerogative of the District to operate and manage its affairs in all respects in accordance with its responsibilities; and that the powers of authority which the District has not officially, specifically, or expressly abridged, deleted, or modified by this agreement are retained by the District. Management officials of the District retain their rights in accordance with applicable laws, regulations and provisions of this agreement, which shall include, but not be limited to the following.

### **3.2 – General Powers**

To manage the Fire District and exercise unilateral control and absolute discretion over the over organization of the department and the operations thereof to include but not limited to the following:

1. Slack time, if any, shall be determined by management.
2. Receiving / making of personal telephone calls.
3. Type and character of sports / physical fitness activities and allowable locations to participate in same.
4. Number or trips, time of day and mode of transportation to grocery store.
5. Visitations by non-fire department personnel.
6. Use of district equipment, property, supplies and structures.
7. Schedule the work period, work period, workweek, hours of work (less or more), duty periods, duty schedule and duty cycles.
8. To determine the purpose and functions of the district and its constituent divisions operations.
9. To perform those duties and exercise those responsibilities which are assigned to it by federal and state law, by district resolution or district guidelines and special directives, general orders, etc.
10. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the district to be necessary for the operation and/or improvement of the Fire District and to select, manage and direct management, administrative, supervisory and other personnel.

11. To maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby.
12. To set the methods, means of operations and standards of services to be offered by the Fire District and to contract such operations and services to the extent deemed practical and feasible by the district.
13. To determine and re determine job content, work force size and workload.
14. To decide the number, location, design and maintenance of the Fire District facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities.
15. To determine the qualifications of all employees of the district. To select, examine, hire, classify, train, layoff, assign, schedules, retain, transfer, promote, direct and manage all employees of the district. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of the individual ability, based on competitive examination, performance evaluation and other elements currently being utilized.
16. To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted and when, where, and to what extent services shall be increased or decreased.
17. To discharge, demote, suspend, relieve from duty, or to take other disciplinary action against employees of the Fire District for just cause and in accordance with the Firefighter Bill of Rights (FS 112.80-112.84).
18. To increase, reduce, change, modify or alter the composition and size of the Fire District work force.
19. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, project or division.
20. To establish, change or modify duties, tasks, responsibilities or requirements.
21. To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the district may from time to time deem best.
22. All other rights to manage the Fire District and the operations, functions and purposes thereof which are not recited in nor expressly limited by this agreement are reserved to the district.
23. Management reserves the right to utilize members of the District's volunteers to supplement staffing in the district. Company officers will be

furnished a current list reflecting the level of training for each volunteer member. The volunteer will not be used to replace paid personnel below minimum staffing levels established by the district unless emergency conditions exist.

### **3.3. – District Mission**

The Fire Chief and the Board of Commissioners have the sole authority to determine and re-determine the purpose and mission of the Fire District.

### **3.4 – Civil Emergencies**

If the Fire Chief determines that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, epidemics or other similar catastrophes, the provisions of this agreement may be suspended by the district during the time of the declared emergency, with the exception of monetary provisions.

### **3.5 – Enabling Act**

The District's Enabling Act, Chapter 82-381 as amended by Florida Statute 191, etc. Together with all applicable general laws of the State of Florida, shall be supreme to this agreement in all such matters pertaining to or resulting from any negotiations in such areas of discretion as the district mission and obligation to its citizens, budget, organization, assignment of personnel, tasks, duties, responsibilities or the technology required to perform work, as provided for in section 447.209 of the Florida State Statutes.

### **3.6 – Supervisory Personnel**

The district has the sole, exclusive right to direct the managerial, supervisory and administrative personnel and any other qualified person not covered by this agreement to perform any task in connection with the operations of the Fire Department.

The selection of managerial personnel and their assignments are the sole responsibility of the Fire Chief and shall not be subject to the grievance and arbitration procedures.

### **3.7 – Compliance with Laws**

The union recognizes that the Fire District has certain obligations to comply with Federal, State and local laws, Ordinances, directives and guidelines which may be applicable to such matters as Equal Employment Opportunity, and shall cooperate in such compliance.

### **3.8 – Workforce composition**

The district shall have the right, during the term of this agreement, to terminate selected services/operations permanently or temporarily in whole or in part without liability to the union or the employees therefore.

### **3.9 – District Rules**

Except as otherwise expressly provided in this agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after, the effective date of this agreement shall remain and be in full force and effect unless changed, modified or deleted by the district. Final authority to change, modify or delete any rule or regulation rests with the district unless the law permits the union to bargain prior to the implementation of said change, modification or deletion.

### **3.10 – General rights and waivers**

- a.) It is expressly understood by and between the parties and this agreement that the district shall not be deemed to have waived or modified any of the rights reserved to the district under this article by not exercising said rights in a particular matter.
- b.) Nothing in this agreement shall abrogate the rights, duties and responsibilities of the Fire Chief, as provided by law.
- c.) The exercise of the above enumerated rights shall not preclude an aggrieved from filing a grievance, but such grievances can only be filed on the grounds that the action complained of by him/her is in violation of the express terms of this agreement.
- d.) Nothing in this article is intended to waive the union's right to bargain over the impact of the exercise of management rights where the law otherwise allows.

## **ARTICLE 4 NON-DISCRIMINATION**

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

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

### **4.2 - 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.

### **4.3 - 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 5 RIGHTS OF EMPLOYEES**

### **5.1 - 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 Union shall be recognized as extending to participation in the management of Union and acting for Union in the capacity of a Union representative.

### **5.2 - 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.

### **5.3 - Union Representation**

An employee shall have the right to Union representation if the employee so desires.

### **5.4 - Fair and Equitable Treatment**

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

### **5.5 - Secondary Employment**

Full-time employment with District is considered the primary employment of all bargaining unit members. Employees who wish to engage in any secondary employment shall notify the Fire Chief on the prescribed form no later than three (3) working days after the start any such employment.

Consent shall not be unreasonably withheld. Factors which the Fire Chief or his designee may consider in determining whether to consent to such secondary employment may include, but are not limited to, whether there is a conflict of interest. If a conflict of interest is discovered, the Fire Chief or his designee may reevaluate, and subsequently revoke, the written consent to outside employment.

If consent to engage in secondary employment is denied or revoked under the provisions of this Article, the employee shall maintain the right to appeal any such decision under the provisions of Grievance Article of this Agreement. An employee's failure or refusal to cease secondary employment after such revocation is upheld may result in disciplinary action.

In the case of an emergency, as declared by the District, employees shall report for duty as assigned by the Fire Chief or his designee, regardless of secondary employment. Employees who disregard any such directive may be subject to disciplinary action.

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

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

### **5.7 - Formal Disciplinary Investigation**

The District will follow the procedures contained in Sections 112.80 through 112.84 of the Florida Statutes when conducting formal disciplinary investigations

### **5.8 - Prevailing Rights**

Employees shall obey and shall enjoy the protection of all the District's rules, regulations, the prevailing bargaining agreement and past practices.

## **ARTICLE 6 DUES DEDUCTIONS**

### **6.1 - Dues Deduction**

The Englewood Area Fire Control District agrees to deduct from the Union membership, per pay period, dues from the pay of those employees who individually request in writing on the approved form (see Appendix A) that such deduction be made. The amounts deducted shall be certified to the Fire District by the Treasurer of the Union, and aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the thirteenth (13th) of the (current succeeding) month, after such deductions are made. The Fire District's remittance will be deemed to be correct if the Union does not give two (2) calendar weeks after remittance is received, or its belief, with reason(s) stated therefore that the remittance is incorrect.

Dues deductions shall be ongoing unless revoked by the individual in writing to both the Department and Union or if ordered by PERC.

### **6.2 - Discharge**

When an employee quits, is discharged, or is laid off, any unpaid amount due to the Union will be deducted from the last salary payable.

### **6.3 - Hold Harmless**

Union and employees shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of the payroll deduction of Union dues.

## **ARTICLE 7 UNION BULLETIN BOARDS**

### **7.1 - District Bulletin Boards**

The Fire District will provide space for bulletin boards for union business in each fire station in a reasonable location.

### **7.2 - Union Bulletin Boards**

Union, at its own expense, may install one (1) bulletin board in each station in the location determined pursuant to Section 7.1 of this Article

### **7.3 - Bulletin Board Postings**

Bulletin board space may be used for posting Union notices, but shall be restricted to:

- a) Notices of Union recreational and social affairs;
- b) Notices of Union elections and results of elections;
- c) Notices of Union appointments and other official business;
- d) Notices of Union meetings;
- e) Minutes of Union meetings; and
- f) All other Union business.

### **7.4 - Removal of Postings**

Materials other than those listed in Section 7.3 of this Article may be removed by Management, unless previously on-file with the District.

## **ARTICLE 8 UNION REPRESENTATION**

### **8.1 - Formal Disciplinary Investigation**

The District will follow the procedures contained in Sections 112.80 through 112.84 of the Florida Statutes when conducting formal disciplinary investigations

### **8.2 - 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/EMS Department.

### **8.3 - Union Activity**

- a) Union representatives conducting Union business as set forth in Article 11 "Grievance Procedure and Arbitration" of this Agreement shall do so and be compensated as set forth therein.
- b) Union representatives who participate in all other forms of Union activity requiring leave shall follow the procedures set forth in Article 10.5 of this Agreement.

### **8.4 - Bargaining Representatives**

The District agrees that during the term of this Agreement 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.

### **8.5 - 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 9**  
**District Rules and Regulations – Standard Operating  
Procedures/Directives**

**9.1 – Applicability**

The Districts Rules and Regulations shall be a formal part of this agreement. Both parties agree that the Rules and Regulations and Standard Operating Procedures/Directives shall be subject to all of the provisions of this agreement.

The union agrees that its members shall comply with all of the District's rules and regulations and Standard Operating Procedures/Directives contained in the District's Manuals. Management agrees that District Rules and Regulations and Standard Operating Procedures/Directives shall be subject to the grievance procedure as defined elsewhere in this agreement or as defined by law.

**9.2 – Notification to Union/Employees**

Two (2) copies each of all Policies, Procedures,-and Directives shall be placed in the mail slot of the bargaining unit representative and one (1) copy to all station officers to be inserted into the proper station manuals when issued by the District.

The bargaining unit representative shall be notified at least seventy-two (72) hours in advance of all changes to Policies, Procedures, and Directives.

Exception: Directives and EMS Protocols for purposes of life safety and matters deemed urgent and necessary for efficient operations.

**ARTICLE 10**  
**LABOR - MANAGEMENT COMMITTEES AND RULES**

**10.1 – Districts Committees**

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

Labor - Management Committee  
Rules and Regulations Committee  
Safety Committee  
Insurance Committee  
Apprenticeship Training Program Committee  
Apparatus / Equipment Committee  
Promotional Committee

**10.2 – Authorized Time Off**

While on duty, two (2) authorized bargaining unit employees shall be permitted to attend meetings for the Committees listed in Section 10.1.

While on duty one (1) 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. Selection and makeup of Committee shall be determined by Pension Board and their Rules.

**10.3 – Committee Applications**

Authorized Labor representatives shall be members of the bargaining unit who shall submit application in writing (see Appendix “B”) their desire and qualifications to serve on the committee. Labor and Management will meet to pick representatives for the committee from all applications submitted.

**10.4 – Composition of Committees**

**a. - Rules and Regulations Committee shall consist of:**

Management shall name two (2) representatives and the union shall name two (2) representatives to sit as an advisory committee to review the Employee Rules and Regulations Manual. State law and statute shall take precedence in the event a subject/topic is omitted from Rules and regulations or policy and procedures. Policies and procedures that develop and evolve due to necessity or the changing environment shall be

reviewed by this committee and formal recommendations if any shall be delivered to the chief.

**b. – Apprenticeship Training Program Committee shall consist of:**

The Apprenticeship Training Program Committee shall establish training procedures for the Englewood Area Fire Control District program. This joint training committee shall be made up of the Training Director, one (1) Battalion Chief, one (1) Lieutenant, and two (2) members currently working through Journeyman Firefighter Apprenticeship program. 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 Local's DVP for final action.

**c. – Promotional Committee shall consist of:**

The promotional committee shall establish promotional procedures for the Englewood Area Fire Control District. This joint training committee shall be made up of the Training Director, one (1) Battalion Chief, one (1) Lieutenant, and two (2) members from the bargaining unit that are Journeyman Qualified or above. 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 Local's DVP for final action.

**d. – All other Committees shall consist of:**

Two (2) representatives from Management and two (2) representatives from the Union who will come together to jointly chose a fifth member.

**10.5 – Union Time and ATO Bank**

The union's District Vice President or his representative shall have authorized time off in order to attend union functions and perform union business.

The Labor ATO Bank will be funded, to a maximum of one-hundred forty-four (144) hours, equally by the District and the Bargaining Unit members in quarter hour (15 minute) increments. The Bargaining Unit will donate up to one and one-quarter (1.25) hours per member from the existing ATO Banks (sick, vacation, compensatory time) commencing January 1, 2009. When the Labor ATO Bank gets to 72 hours the District and Bargaining Unit members shall replenish back to the maximum of 144 hours.

## **ARTICLE 11 GRIEVANCE PROCEDURE AND ARBITRATION**

### **11.1 Grievance Procedure**

A grievance is defined as a dispute involving an interpretation or application of the specific provisions of this agreement.

#### **Step 1:**

The employee, or his representative, shall submit in writing, on forms (see Appendix D) furnished by the employer, the grievance or dispute to the employees Battalion Chief within ten (10) working days of the date of the grievance or the employees knowledge of its occurrence. The Battalion Chief shall log receipt of the grievance in the logbook. Confirmation of such shall immediately be forwarded by email to grievant. The Battalion Chief shall attempt to adjust the matter and shall furnish it in written form to the employee or his representative within seven (7) working days.

#### **Step 2:**

If the grievance has not been settled, it shall be presented in writing by the employee, or his representative, on forms (see Appendix D) furnished by the employer, to the Fire Chief or his designated delegate, within seven (7) working days after the Battalion Chiefs response is due. The Fire Chief, or delegate, shall respond to the employee, or his representative, in writing within seven (7) working days.

#### **Step 3:**

If the grievance is not resolved at Step 2, the aggrieved employee, Union and District may jointly request mediation by serving written notice on the Federal Mediation and Conciliation Service (FMCS) no later than 15 calendar days after the Fire Chief's decision or answer at Step 2.

If mediation is agreed to, the time limits to file for arbitration shall be extended for the time necessary to conclude mediation.

Mediation shall be completed within 45 calendar days of the date the mediator was advised of his selection, unless otherwise extended by written agreement of Union and District.

If the grievance is resolved as a result of mediation, the resolution shall be reduced to writing and signed by Union and District. If the grievance is not resolved as a result of mediation, the aggrieved employee or Union may request arbitration.

#### **Step 4:**

If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Mediators decision request arbitration. Except as otherwise provided by law, the decision or award of the arbitrator shall be final, conclusive and binding on the aggrieved employee, Union, and District.

All petitions for arbitration shall be accompanied by a written statement of the specific provisions of this Agreement which are at issue and shall include all information required in written grievances. If the grievance is not appealed to arbitration within the prescribed time, the Step 3 decision or answer shall be final, conclusive and binding on the aggrieved employee, Union and District.

Within seven (7) working days after receipt of the appeal to arbitration, the aggrieved employee, Union (if involved), and District shall meet in an attempt to define the disputed issue or issues and to select an arbitrator from the Federal Mediation and Conciliation Service (FMCS).

If the parties are unable to mutually agree on the selection of an arbitrator within the prescribed seven (7) day period, they will jointly select an arbitrator from a panel certified by the Federal Mediation and Conciliation Service (FMCS). The FMCS is to assist in the selection of an arbitrator by furnishing a panel of seven (7) impartial arbitrators particularly skilled in matters involving local government employee relations.

Union and District shall each have the right to strike three (3) names from the panel. Within seven (7) working days after receiving the names, the parties shall meet and alternately cross out names. A coin toss shall determine whether Union or District will cross out first. The person remaining on the list will be the arbitrator and will be notified of his selection within seven (7) working days by a joint letter from Union and District.

The arbitrator shall submit his decision or award in writing within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. However, the parties may mutually agree in writing to extend this time limitation.

If a dispute exists concerning the arbitrability of an issue to arbitration, the issue of arbitrability shall be the first issue before the arbitrator.

The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this agreement, nor shall the arbitrator have the power to arbitrate any matter expressly or impliedly excluded from arbitration.

Neither the District nor the Union will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party except where a party was unable to produce said grounds or evidence earlier. Such grounds and evidence shall be decided by the arbitrator prior to proceeding with the grievance hearing.

Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitrator and the Federal Mediation and Conciliation Service (FMCS) will be divided equally between the parties. If a transcript of the proceedings is requested, the party so requesting shall pay for it. If an employee is acting independently of, and in disregard of the position of the union in matters relating to arbitration, such employee shall pay the equal share of the arbitrators cost and expense with the Fire District and the Union shall incur no liability in this proceeding.

Any corrective action necessary to comply with an arbitrator's decision or award shall be implemented no later than 15 calendar days after the decision or award is received.

Arbitration shall be within the District's Boundaries on a date and at a time and location mutually agreeable to the parties to the arbitration.

### **11.2 - Additional Rules Governing Grievance and Arbitration**

The following rules shall apply to any grievances including those taken to arbitration.

- A. Election of forum (non duplication of remedies). The commencing of legal proceedings against the District in a court of law or equity, or before the Public Employees Relation Commission, or any other administrative agency, by an employee, employees or the union for an alleged violation or violations of the express terms of the agreement shall be deemed a waiver by said employee, employees, or the union of its/their right to resort to the grievance and arbitration procedure contained in this agreement for resolution on the alleged violation or violations of the express terms of this agreement.
- B. A party to a grievance proceeding shall have the right to representation of his choice at any step of the informal and formal proceedings. The aggrieved shall not be required to discuss any grievances if the aggrieved representative is not present. An employee may avail himself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the union provided that:
  - 1. The adjustment is not inconsistent with the terms of this agreement; and
  - 2. The Union has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.
- C. At any step in the grievance procedure, the time limits may be extended by mutual agreement of the parties to the grievance. Absences from duty, not to exceed ten (10) calendar days, for legally prescribed reasons shall automatically extend the time limits equal to the number of days of such absence.
- D. Except in cases that constitute dangerous or hazardous conditions, directives from supervisors shall be complied with pending resolution of any dispute.

- E. Any relief granted prior to step four (4) shall not be deemed to establish past practice, custom, precedent, or usage as to any other circumstances or occurrences without the approval of the Fire Chief.
- F. Step one (1) and/or step two (2) of the grievance procedure may be bypassed by mutual agreement of the aggrieved and the Fire Chief. The grievance shall then be brought directly to the next step.
- G. The parties will cooperate in the investigation of any grievance and will furnish each other with such requested information for the processing of any grievance provided the information is not legally restricted or work product related to the grievance or contract negotiations.
- H. No reprisals or recriminations of any kind shall be taken by the District, or Union, against any employee because of his participation or non-participation in the proceedings set forth in this article.
- I. Grievances and answers thereto submitted pursuant to this grievance procedure shall not be placed in employee's permanent personnel files.
- J. All other rules covering arbitration shall follow the policies and procedures of the FMCS.
- K. Election of forum of any matter mutually covered by this bargaining unit contract and the rules and regulations, the aggrieved/accused shall elect to proceed in one forum or the other. Upon selection of a proceeding in the other forum.

If however, it is determined by any judicial or administrative entity, or by the arbitrator under the bargaining unit contract, that the improper forum was selected, then the aggrieved/accused shall be allowed to file in the appropriate forum within five (5) calendar days of said determination being made.

## **ARTICLE 12**

### **Hours of Work, Overtime, and Compensatory Time**

#### **12.1 - Schedule of Hours**

The current work schedule of 24 hours on-duty/48 hours off-duty and, where applicable, the current work schedule of 40 hours shall be continued.

#### **12.2 - Work Hours**

Work hours include all time an employee is required to be on duty or on the District's premises or at a prescribed work place, and all time during which the employee is suffered or permitted to work. For employees on the 24 hours on-duty/48 hours off-duty work schedule, the use of any earned time off shall be considered as time worked for the purposes of determining overtime pay.

#### **12.3 - Schedule Changes**

If the 24 hours on-duty/48 hours off-duty or 40-hour work schedules are changed, employees will not suffer any loss of annual earnings unless the change is as a result of collective bargaining.

#### **12.4 - Overtime Pay**

Employees on a 24 hours on-duty/48 hours off-duty work schedule who actually work in excess of fifty-three (53) hours in a 7-day work period shall receive overtime pay at one and one-half (1-1/2) times their hourly rate of pay for each hour, or portion thereof, in excess of fifty-three (53) hours.

Employees on a forty (40) hour work schedule who actually work in excess of forty (40) hours in a seven (7) day work period shall receive overtime pay at one and one-half (1-1/2) times their hourly rate for each hour, or portion thereof, in excess of forty (40) hours.

#### **12.5 - Overtime Work**

Employees shall be required to work overtime when assigned. However, no employee shall work more than 48 hours in a 60-hour period, except in the event of emergency as determined by the Fire Chief or his designee.

#### **12.6 - Compensatory Time**

Compensatory time at the rate equal to that of overtime may be requested in lieu of overtime by the employee, in writing for any overtime beyond the established working hours (53hours per work cycle).

Usage of compensatory time shall be a minimum of twelve hours (12) at a time, with a forty-eight (48) hours advance written notice.

Maximum compensatory time which shall be allowed to accrue for the bargaining unit personnel shall be ninety-six (96) hours. Compensatory time shall not be approved above the ninety-six (96) hours. Time worked will be paid at the required rate (straight time, overtime, etc.).

## **ARTICLE 13 SENIORITY, LAYOFF AND RECALL**

### **13.1 - Initial/Extended Probationary Period**

Effective October 1, 2011, 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, unless specifically exempted.

The District may, at its sole discretion, terminate any employee during his initial probationary period or any extension thereof. Any employee terminated during his initial probationary period or any extension thereof shall be given written notice of his termination. Employees on an initial probationary period or any extension thereof are ineligible to file appeals or grievances.

### **13.2 - Promotional Probationary Period**

Any employee promoted to a new classification shall serve a six (6) month probationary period.

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

During the probationary period the Fire Chief shall have the right to retain the employee in the classification to which he was promoted or to return the employee to the classification from which he was promoted.

During the probationary period the employee may choose to return to the classification from which he was promoted.

### **13.3 - District Seniority**

District Seniority is understood to mean an employee's most recent date of employment or reemployment by the District.

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.

### **13.4- 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.

### **13.5 - Loss of Seniority**

Employees shall lose District Seniority upon separation, excluding employees recalled from layoff under the provisions of Section 13.10 of this article.

### **13.6 - Layoff**

In the event of a personnel reduction, employees 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) temporary employees; (b) part-time employees; (c) employees on initial probation; and (d) full-time employees by classification determined by the District.

### **13.7 - Selection for Layoff**

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

### **13.8 - Bumping**

- a) Employees who are laid off shall have the right to bump (i.e., displace) the employee with the least District Seniority in a lower classification in the bargaining unit, provided the bumping employee has greater District Seniority and can perform all of the essential functions of the lower classification satisfactorily.

Bumped (i.e., displaced) employees shall be laid off unless they can, in turn, bump into a lower classification.

- b) Employees who accept or are placed in a lower classification as a result of layoff shall receive an hourly rate not to exceed the maximum rate for the lower classification or their current hourly rate, whichever is lower.

### **13.9 - Recall from Layoff**

Recall shall be in reverse order of layoff.

### **13.10 - Recall Rights**

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

### **13.11 - 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.

### **13.12 - 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 shall result in a forfeiture of seniority and recall rights.

## **ARTICLE 14 MINIMUM STAFFING**

### **14.1 - Staffing Minimums**

A minimum of two (2) bargaining unit personnel will be on duty at each Englewood Fire Station, in addition to the Battalion Chief. The Departments Volunteers will not be used to replace paid personnel below minimum staffing levels.

## **ARTICLE 15 SHIFT EXCHANGE**

### **15.1 – General Provisions**

Requests for shift exchange or exchange of duty may be approved under the following conditions:

1. A shift exchange or exchange of duty is a voluntary action between two employees who are solely responsible for the execution of the requested action within the limits of controlling Federal Regulations.
  - a) In no circumstance is the Englewood Area Fire Control District liable for any compensation resulting from any type of exchange of duties.
2. Double exchange (exchange for an exchange) are discouraged but may be approved on a case by case basis by the Fire Chief.
3. No more than two (2) exchanges per 24 hour period (i.e., 12hr/12hr, 16hr/8hr, 20hr/4hr, etc.) will be allowed.
4. All requests require the approval of the Battalion Chief at least 48 hours prior to the date of exchange. However in an extenuating circumstance the employee may contact their Battalion Chief for approval with less than 48 hours notice. Such approval shall not unreasonably be withheld.
5. Exchanges of duty or exchanges in combination with vacation time will be allowed, but must have the approval of the Battalion Chief. Such consent shall not be unreasonably withheld.
6. Each exchange of duty/shift shall identify both employees involved in the exchange and shall be completed within one (1) year of the original exchange date.
7. Exchange of duty/shift is limited to an agreement to exchange a shift/duty. Any agreement between employees for the payment of money or other valuable consideration is prohibited.
8. Once minimum staffing has been met, and after all on duty personnel have had the opportunity to take the shift off. The exchange of duty employee would be permitted to use vacation, or comp time to take off. In the event the swap is for an acting supervisor's position the person taking that position will be the one compensated for that acting pay.

## **15.2 - Clarification on Responsibility**

1. If an employee, who has agreed to work an exchange of shift/duty calls in sick, he will be charged sick leave. Since the employee requesting the exchange of duty did get time off, he is still responsible for paying back the employee who agreed to work but called in sick.
2. If an employee, who has agreed to work in return for an exchange of shift/duty calls in sick, he will be charged sick leave. Since the employee requesting such return for an exchange of shift/duty did get the time off, the obligation of the exchange of duty has been accomplished for both employees.
3. If an employee who agrees to work an exchange of shift/duty fails to report for reasons other than sick leave, the employee will be charged vacation, comp, or "X"-time (no pay for the hours absent). Further this employee will be ineligible to exchange duty hours (new requests) for 90 days on first occurrence, 180 days on second occurrence and subject to disciplinary action for any third or subsequent occurrence. Since the employee who failed to report as agreed upon was charged vacation, comp, or "X"-time, the employee who received time off will still owe the agreed-upon hours to that employee.

## **15.3 - Requirements for Shift Exchange**

1. On duty exchanges must be between employees with like-for-like qualifications. For purpose of this section, like-for-like qualifications are defined as follows:  
Firefighter/EMT for Firefighter/EMT, Firefighter/EMT Station Supervisor for Firefighter/EMT Station Supervisor, Lieutenant for Lieutenant, and Battalion Chief for Battalion Chief.

## **ARTICLE 16 VACATION LEAVE**

### **16.1 – Annual Leave**

Vacation leave as defined in this Agreement includes both vacation time and holiday time. This consolidation of vacation and holiday time was implemented in the 2003 IAFF Collective Bargaining Agreement.

### **16.2 – Scheduling of Annual Leave**

Employees will be given the opportunity to schedule their vacation pursuant to a written policy in effect on the effective date of this Agreement which includes the following parameters:

1. A seniority based selection system that shall utilize a two round seniority bid system, followed by all remaining vacation submitted on a first come first serve basis as described below:
  - a. **Round #1:** personnel bidding in this round must request no less than twenty-five (25%) percent of their time with no more than 2 being holidays. If outbid employee must resubmit new request as defined herein.
  - b. **Round #2:** personnel bidding in this round must request no less than twenty-five (25%) percent of their time with no more than 2 being holidays. If outbid, the employee must resubmit a new request as defined herein.
  - c. **Round #3:** personnel wishing to bid any and all remaining vacation amounts will do so on a first come first serve basis.
  
2. All requests to cancel earned time off shall be submitted no later than seventy-two (72) hours before the time off is to be used. The request must be in writing to the Battalion Chief. Time scheduled during the November / December pick will only be allowed to be canceled no later than thirty (30) days prior to that scheduled day off. Under extenuating circumstances cancellation may be granted, i.e., worker's comp, extended illness or injury. These situations will be dealt with on a case-by-case basis.

The Battalion Chief has the right to deny the request, but such consent shall not be unreasonably withheld.

3. All employees will follow the vacation policy as outlined above in this Article utilizing the following guidelines:
  - a. **Round #1:** of the vacation bid process shall commence on November 1 and end on November 10. All rebids must be submitted by November 17
  - b. **Round #2:** of the vacation bid process shall commence on November 18 and end on November 30. All rebids must be submitted by December 7.
  - c. **Round #3:** shall commence upon completion of Round 2 on December 7th.

4. Vacation time equal to the amount earned will be used in the calendar year. Fire Department Administration will maintain a benefit roster and vacation time will be created to reflect continuous years of service on January 1<sup>st</sup> of each year.
5. While bidding for or requesting vacation slots, it is the employee's responsibility to anticipate the necessary training, as provided by the District and Medical Director, to maintain the minimum qualifications and certifications of their position.

**16.3 - Accrual of Leave**

Vacation time shall be credited as earned time off in accord with the following schedule:  
(This is a combination of Vacation and Holiday time)

<u>Continuous Years of Service</u>	<u>Annual Amount</u>	<u>25 % off Amount</u>
1 <sup>st</sup> year - Probationary Employee	96 hours	1 (shift per round)
2 <sup>nd</sup> thru 4 years	312 hours	3 (shifts per round)
5 <sup>th</sup> thru 8 years	360 hours	4 (shifts per round)
9 <sup>th</sup> thru 13 years	456 hours	5 (shifts per round)
14 <sup>th</sup> thru retirement	504 hours	5 (shifts per round)

Vacation time earned for the calendar year shall be used by December 31. Any remaining vacation time on the books shall be transferred to the Employees "B" Bank as defined in Article 18.5.

Time off shall be granted for four (4) bargaining unit employees per shift. Requested time off after January 1<sup>st</sup> can be scheduled as long as staffing is available to cover minimum staffing up to four (4) personnel per shift.

In situations due to resignations, termination, and retirement, which may drop staffing levels below the minimum of four (4), the District will allow up to one (1) person per shift on overtime until the vacancy(s) is filled. Time covered in this paragraph shall include vacation time and shall not include Administrative Leave/Official Business, sick or injury leave, meaning you cannot use a vacation slot to cover leave due to administrative leave, official business, sick or injury leave.

Unused vacation time will be compensated based on the following compensation rate:

0 year thru 2 years	no compensation rate
2 years thru 5 years	30% compensation rate
5 years thru retirement	100% compensation rate

## **ARTICLE 17 SICK LEAVE**

### **17.1 - Method of earning sick leave**

Sick leave shall be accrued at the rate of twelve (12) hours per month, starting from the date of hire for all bargaining unit personnel.

### **17.2 - Use of Sick Leave**

- A. Sick Leave may be authorized only for the following purposes:
1. The employee's personal illness, injury, or exposure to a contagious disease which would endanger others.
  2. 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.
  3. Notification of absence due to illness, injury, or exposure to a contagious disease shall be communicated to the District no less than one (1) hour, in advance of the employee's inability to report for duty. Failure to do so may be considered grounds for denial of sick leave with pay or other disciplinary actions as provided in the District's Rules and Regulations. Exceptions may be granted by the Battalion Chief in extenuating circumstances.
  4. Sick Leave will not be authorized for any employee whose illness or injury incurred while in the employ of any employer other than Englewood Area Fire Control District; sick leave will not be authorized for use in connection with an illness, injury, or disability resulting from unlawful conduct, excessive use of alcohol, use of an illegal substance, or use of a drug not prescribed by a physician. Sick leave may be authorized if an employee is enrolled in an approved treatment program.

### **17.3 - Sick Leave Payout**

Bargaining unit employees may accumulate up to a maximum of four hundred-eighty (480) hours.

Bargaining unit employees may request pay for unused sick time on or before December 15<sup>th</sup> of each year, at the rate of 100% of their current hourly rate, for maximum of ninety-six (96) hours of accrued sick leave in excess of two hundred forty (240) hours.

Bargaining unit employees may request a transfer of unused sick time before December 31<sup>st</sup> of each year, of additional sick time above two hundred forty (240) hours, to be converted to vacation time to a maximum of forty-eight (48) hours.

Upon termination, resignation, or retirement, bargaining unit employees shall be paid for all unused sick time in accordance with the following schedule at their regular rate of pay.

0 years thru 5 years		no payout
5 years thru 10 years		30% payout
10 years thru retirement		100% payout

## **ARTICLE 18 EXTENDED SICK LEAVE BANK**

### **18.1 – Extended Leave Bank**

There shall be established a Sick Leave Pool benefit for employees. Sick Leave Pool benefits shall be available to employees employed by the District that meets the requirements listed below. Sick Leave Pool hours will be kept separately.

The Extended Leave Bank will be managed by the Fire Chief or his designee and the Union's DVP.

### **18.2 – Eligibility**

At the completion of each employee's first year of service, they will become eligible to join the Sick Leave Pool if they meet the requirements defined below. No employee shall be eligible for benefits under this Article based on an illness or injury which was known prior to the date the employee joined the Sick Leave Pool.

To become eligible, each 24/48 employee must donate **24** hours of sick time to the Sick Leave Pool, and 40-hour week personnel must donate 16 hours to the Sick Leave Pool. Shift personnel must have **48** hours remaining in their sick leave bank after the 24-hour start-up donation is made, and 40-hour personnel must have 24 hours remaining in their sick leave bank after the 16 hour start-up donation is made.

Sick Leave Pool benefits (72 hours automatic) may be drawn per illness or injury following the utilization of 240 hours of employee's sick time. Employees may use accrued vacation/holiday leave, paid time off, and compensatory time if not enough sick time is available to meet this requirement. Employees with less than the minimum hours of combined earned time will be charged leave without pay for the balance before the Sick Leave Pool benefits become effective.

### **18.3 – Eligibility Time Limits**

If the illness or injury still prevents the employee from returning to work, extended Sick Leave Pool benefits may be applied for and approved on a month-to-month basis for a maximum of 180 calendar days. After 180 calendar days, the District and the Union will meet and discuss on a case by case basis any further extension or denial of Sick Leave Pool benefits to an employee. In those cases where an employee reaches maximum medical improvement and is unable to return to work no additional Sick Leave Pool benefits shall be approved.

## **18.4 - Medical Certification**

In order to maintain eligibility for B-Bank benefits, employees shall furnish upon request a statement from their physician as to projected return date, ability to return to "Light Duty" work, or their MMI date, to aid in the decision-making process of whether to allow, deny, or extend the benefits; however, the District shall protect against disclosure of such information as confidential medical information.

## **18.5 - Additional Provisions**

While an employee is using Sick Leave Pool Benefits, no accrual of annual leave, holiday time, paid time off, or compensatory time will be allowed.

When the Sick Leave Pool drops below 1000 hours, each 24/48 hour member will be required to donate an additional 24 hours of sick time and 40 hour personnel will be required to donate an additional 16 hours of sick time.

Additionally in accordance with Article 16.3 Vacation time earned for the calendar year shall be used by December 31. Any remaining vacation time on the books shall be transferred to the Employees "B" Bank as defined in this article.

All current Pool Bank members as of the signing of this agreement will remain active in the pool and those not will be required to sign an authorization form (Appendix "C") to become active. The list of active participants will be updated annually and records maintained by the banks managers.

Employees returning to work on "Light Duty" status may use additional bank time to make up difference in pay from the 40 hour to 24/48 schedule.

## **ARTICLE 19 ON-THE-JOB INJURY**

### **19.1 – Leave Use and Compensation**

Any member of the bargaining unit on duty who qualifies for W/C benefits shall receive Worker's Compensation and pay as follows:

- A. First thirty (30) days – Worker's Compensation (66-2/3), and be allowed to supplement his/her pay to make a full pay check by using sick time, vacation or compensatory time, in that order.
- B. For up to the next five (5) months, the District shall supplement Worker's Compensation payments, up to the equivalent of the employee's full salary, with no deduction from the employee's accrued time.
- C. If the employee returns to full work for more than thirty (30) days, then the District shall reimburse all time used during the first thirty (30) days of absence as set forth in subsection (a).

### **19.2 - Light Duty Assignment**

When an employee has been release by treating physician to limited or "light duty" status. The District shall accommodate the employee in that capacity until employee is released to full duty status or reaches Maximum Medical Improvement (MMI).

### **19.3 - Release to Duty Fit Testing**

When an employee is released to full duty status and was out for more than 90 days, the employee is subject to a fit for duty test (CPAT or Combat Challenge test as adjusted for age brackets) that is in effect upon the signing of this agreement.

### **19.4 – Maximum Medical Improvement**

Upon determination by the District Doctor and a Doctor assigned by the Firefighters Pension Board (175) that the employee can no longer perform all of his/her normal duties, the District may terminate that individual and reimburse any remaining accrued time in accordance with Collective Bargaining Agreement or pertinent District policy.

## **ARTICLE 20 COURT TIME**

### **20.1 – 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.

### **20.2 – 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.

### **20.3 – 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.

### **20.4 – 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.

### **20.5 – 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.

## ARTICLE 21 COMPENSATION

### 21.1 – Wage and Salary Plan

Upon ratification of this agreement Employees will be slotted into the next corresponding salary and then shall progress through the pay plan based on the following schedule effective October 1, 2011:

Employees whom anniversary is within 30 days of October 1, 2011 shall fall under the previous Wage and Salary plan.

	<b>2011/2012</b>	<b>2012/2013</b>	<b>2013/2014</b>
<b>Hire/ 1st Level</b>	\$39,457.89	\$39,457.89	\$39,457.89
<b>2nd Level</b>	\$43,227.33	\$43,227.33	\$43,227.33
<b>3rd Level</b>	\$46,996.76	\$46,996.76	\$46,996.76
<b>4rd Level</b>	\$50,766.20	\$50,766.20	\$50,766.20
<b>5th Level</b>	\$54,535.63	\$54,535.63	\$54,535.63
<b>6th Level</b>	\$58,305.07	\$58,305.07	\$58,305.07
<b>7th Level</b>	\$62,074.50	\$62,074.50	\$62,074.50
<b>8th Level</b>	\$65,843.94	\$65,843.94	\$65,843.94
<b>Lt. 1st Step</b>	\$70,198.37	\$70,198.37	\$70,198.37
<b>Lt. 2nd Step</b>	\$72,640.81	\$72,640.81	\$72,640.81
<b>Lt. 3rd Step</b>	\$75,083.24	\$75,083.24	\$75,083.24
<b>Battalion Chief Step 1</b>	\$79,968.11	\$79,968.11	\$79,968.11
<b>Battalion Chief Step 2</b>	\$83,665.89	\$83,665.89	\$83,665.89
<b>Battalion Chief Step 3</b>	\$87,363.66	\$87,363.66	\$87,363.66

If economic conditions improve, the Union and District may mutually agree in years 2 and 3 to reopen Article 21 Compensation for the purpose of collective bargaining in accordance with Chapter 447 F.S.

### **21.2 – Progression through Pay Scale**

Employees covered under this agreement shall progress through the wage and salary plan by completing the required modules as defined in the Journeyman Program Plan Appendix “F”

### **21.3 – Working out of grade pay**

The following schedule will be used when bargaining unit personnel are acting out of grade:

Station supervisor- On promotional list	\$30 per shift
Station supervisor – w/qualifications	\$25 per shift
Station supervisor – wo/qualifications	\$15 per shift
Shift commander	\$50 per shift

In the event a firefighter acts out of grade for a period less than 24 hours, compensation will be prorated accordingly.

**ARTICLE 22  
LONGEVITY**

**22.1 - Longevity Pay**

Additional pay on the basis of longevity shall be authorized to bargaining unit employees in accordance with the following schedule, and will be paid on the employee's anniversary date. It is the intent of longevity to provide incentive and reward for continuous service.

<b>Years of Service</b>		<b>Longevity Pay Scale</b>
8 to 12 years of service		\$824.00
13 to 17 years of service		\$1339.00
18 to 22 years of service		\$1854.00
23 + years of service		\$2369.00

Employees hired after October 1, 2011 shall receive the longevity incentive based on the following years of service and schedule:

<b>Years of Service</b>		<b>Longevity Pay Scale</b>
10 to 15 years of service		\$618.00
15 to 20 years of service		\$1004.00
20 to 25 years of service		\$1400.00
25 + years of service		\$1776.00

## **ARTICLE 23 EDUCATIONAL PROVISIONS**

### **23.1 – Incentive Pay**

The district agrees to compensate bargaining unit employees an amount of two hundred fifty (\$250) in year one, three hundred (\$300) in year 2 and three hundred fifty (\$350.00) dollars thereafter for each educational incentive achieved with no more than a total of four (4) incentives being paid. Proper documentation along with an incentives application form Appendix “G” must be submitted to the Administration for approval. Qualified incentives are as follows

#### **QUALIFIED INCENTIVES**

1. Fire Safety Inspector
2. Fire Service Instructor 1
3. USCG licensed Captain
4. Engineer Pump Operator/Hydraulics  
(State certified)
5. Aerial operations
6. Fire Officer II

Incentives will be paid quarterly on the last pay period of each quarter. Incentives will be divided into four (4) equal parts on the fiscal year quarters.

The employee must complete the required documentation and provide original certification to the Administration no later than one (1) week prior to incentive payment. The employee is also required to provide the Administration proper renewal certificates no later than one (1) week prior to incentive payment. Failure to do so will result in no incentive payment for that quarter.

### **23.2 – Educational Reimbursement**

- a) 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). The District reserves the right to determine the method by which courses shall be provided.
- b) Any employee who elects not to participate in the District-sponsored class(es) is responsible to comply with all state law, rules and regulations for certification and licensure as an Emergency Medical Technician, including the maintenance of their CPR certification, with no cost to the District, unless otherwise approved by the Fire Chief or his designee, on a case-by-case basis.

- c) Provided there is sufficient funding available, and after the completion of the employee’s initial probationary period, the District will consider tuition reimbursement for other courses of study that are job-related or part of a degree program. Tuition reimbursement is contingent on approval by the Fire Chief or his designee. Credits must be from an institution accredited by the appropriate Regional Institutional Accrediting Agency of the U.S. Department of Education’s Office of Postsecondary Education in accordance with Florida State Fire College. The District agrees to reimburse the employee up to \$184.00 of the tuition rate for any pre-approved job-related course upon satisfactory completion of said course and proof of payment. If the course is graded, the employee shall be required to submit a report denoting a grade of “C” or greater prior to reimbursement. If the course is graded in a pass/fail manner, the employee must submit a “passing” grade report.
  
- d) No course for which an Employee has received Tuition Reimbursement, as set forth in Article 23.2(c) of this Agreement, or has otherwise received compensation for participation, may be used to qualify for the incentive pay as defined in section 23.1 of this agreement.

**23.3 – Reimbursement to District**

It is understood that the costs of training and education necessary for an employee to gain and maintain specific job-related knowledge, skills, licenses and/or certifications are incurred by the District in anticipation of a return on that investment.

An employee who fails a course, fails to complete a course paid for by the District or leaves employment with the District will reimburse the District for the full or prorated cost of any training, including lodging and travel expenses according to the following schedule:

<b>Employment Termination Date</b>	<b>Due to District</b>
Within 1 (one) year	100%

Employees who retire pursuant to pension requirements and who have successfully completed a course per the requirements in Article 23.2 will be exempt from reimbursement to the District.

By virtue of this Agreement, employee will be deemed to have agreed to such reimbursement and to have such reimbursement withheld from his final paycheck. If such withholding is insufficient to cover the full cost of reimbursement, the District may pursue collection of monies due by other lawful means.

## **ARTICLE 24 MEDICAL PHYSICAL EXAMINATIONS**

### **24.1 – Medical Examinations**

Each member of the bargaining unit shall undergo a medical physical examination approved by the District Physician and/or Medical Director as scheduled. The schedule of physicals (stress test included) shall follow:

Forty five (45) years old and older. (Once a year)  
Under forty five (45) years old. (Every four years)

The physical shall be at no cost to the bargaining unit member and will be scheduled on the member's duty day unless the bargaining unit member misses his/her scheduled physical, then the member will have to make up the physical on his/her own time. The District's Medical Director shall notify the member of any abnormalities and recommend corrective action to be taken by the member. If the Medical Director concludes the member is unfit for firefighting duties, the Fire Chief shall be notified. Barring any specifics that may compromise the member's right to medical privacy. The Chief, upon such notification, has the authority to place the employee on medical sick leave until such time the member submits a return to work release from a licensed physician. The Chief shall validate any return to work release through reexamination or consultation with the District Physician.

The bargaining unit member shall pass an ability test (CPAT or Combat Challenge test as adjusted for age brackets) after the injury or illness before returning to duty

The District shall be notified of medical exam results only in cases when the member's health presents a risk to the member's ability to perform firefighting duties in a safe and effective manner.

## **ARTICLE 25 INSURANCE**

### **25.1 - Health and Dental Insurance**

Group Health and Dental insurance coverage shall be available at the Districts expense to employees assigned to establish positions budgeted for forty (40) or more hours per week. Specific provisions of the plan are provided in plan documents.

However it is understood by the Union that if the district's cost continues to rise in maintaining Group Health and Dental Insurance for their employee's, the Union and District mutually agree to reopen Article 25 "Insurance" for the purpose of collective bargaining in accordance with Chapter 447 F.S.

Group Health and Dental insurance coverage is effective thirty (30) calendar days after the date of employment.

### **25.2 - Life Insurance**

Life insurance coverage shall be available at the Districts expense to employees assigned to establish positions budgeted for forty (40) or more hours per week.

### **25.3 - Workers Compensation**

Employees injured in the course of employment and compensable under the provisions of the Workers' Compensation Law, shall be afforded the coverage as prescribed by law in addition to "On the Job Injury Pay" as defined in Article 19.

Employees disabled as a result of injuries arising out of and in the course of employment and compensable under the provisions of the Workers' Compensation Law, shall be afforded the coverage as prescribed by law.

### **25.4 - Retiree Medical Supplemental Benefit**

The parties understand the importance of Retiree medical benefits. Therefore, any bargaining unit employee who retires from full time employment with the District may choose to participate in the Districts Group Health Benefits Plan. Notwithstanding, employees covered by this Agreement will not be responsible to pay the prevailing monthly premium cost of such insurance in an amount greater than any other District Employees.

Additionally Union and District agree to establish a labor management committee to review current Insurance plans and to explore a Retiree Medical Supplemental Benefit plan. Any recommendations arising from this team's efforts will be memorialized and Union and District may mutually agree to reopen this section for the purposes of collective bargaining in accordance with Chapter 447 F.S.

## **ARTICLE 26 PENSION**

### **26.1 – Local Law Pension Plan**

The firefighter's local law pension plan and all practices, policies, procedures, and benefits associated with it, in effect at the time of ratification, shall remain in effect with the following limited changes:

It is agreed that the plan shall adopt a "Stop / Re-start" of the plan benefits. The benefits shall be reduced to the minimum benefits under Chapter 175, Florida Statutes, but with a five percent (5%) member contribution rate, and then re-started to restore the benefits to their current level with the reductions provided for below, but in any event, the Member's accrued benefit shall not be less than his accrued benefit as of the effective date of the Resolution adopting the benefit reductions. The following roll back of benefits will be limited to the reduction of the multiplier from 3.5% to 3.25% and the two (2) year average compensation to a five (5) year average compensation as defined below:

1. The retirement accrual rate (multiplier) shall be changed from three and one-half percent (3.5%) to three and one-quarter percent (3.25%). This change shall be prospective and shall in no way affect any previous retirement accruals
2. An employee's Average Final Compensation (AFC) calculation shall be changed from the "highest two (2) years during the ten (10) years immediately preceding retirement or termination" to "the highest five (5) years during the ten (10) years immediately preceding retirement or termination"
3. A Deferred Retirement Option Program (DROP) shall be implemented in accordance with the Christiansen & Dehner Draft Resolution dated January 19, 2011 with the following limited changes to *Section 3 – Funding B. (2)(a)*:
  - Interest at an effective rate of two point six-five percent 2.65% per annum compounded monthly on the prior month's ending balance.

The above listed benefit reductions (Clause 1 and 2) only, shall be rendered null and void and shall return to the previous benefit levels if the following occurs:

- 1) The funded ratio (Actuarial Value of Assets divided by Actuarial Accrued Liability-Entry Age) of the Englewood Firefighters Retirement System is reported to be at or above eighty percent (80%), prepared in accordance with the requirements of paragraph 37 of Statement No. 25 of the Governmental Accounting Standards Board by the Pension Plan Actuary

If the funding ratio continues to decrease, the Union and District mutually agree in year 3 to reopen Article 26 "Pensions" for the purpose of collective bargaining in accordance with Chapter 447 F.S.

## **26.2 – Labor/Management Pension Committee**

Additionally Union and District agree to establish a labor management committee to review the current pension plan and to explore a tiering of benefits for future “New” employees. Any recommendations arising from this team’s efforts will be memorialized by Union and District and sent to the District’s pension Trustees for consideration and review.

## **ARTICLE 27 MISCELLANEOUS PROVISIONS**

### **27.1 - Travel Pay**

Employees authorized by Management to use their personal vehicles for the District's business shall be reimbursed for such use at the rate per mile established by Chapter 112, of the Florida Statutes or District resolution whichever is greater.

### **27.2 - Refutation**

An employee shall have the right to include a written and signed refutation of any material he considers to be detrimental in the individual personnel file maintained on such employee by the District.

### **27.3 - Indemnification**

The District agrees to indemnify employees against judgments levied against them as a result of non-intentional torts committed while acting within the scope of their employment. Any such indemnification shall be controlled by Chapter 111 of the Florida Statutes.

### **27.4 - Overtime List**

The District shall maintain an overtime list to be used in awarding unscheduled overtime. When more than 4 people are off overtime shall be awarded on a rank for rank basis. The list shall be created with employees listed in descending order of seniority and overtime shall be awarded to the person with the least amount of overtime recorded.

## **ARTICLE 28 UNIFORMS**

### **28.1 – Uniforms Provided**

The District will provide the following uniform items for all bargaining unit personnel:

- T Shirts
- Shirts
- Pants
- Dress uniform
- Belts

### **28.2 – General Rules and Allowance**

Items will be replaced based upon their condition. Personnel in the need of items will turn-in the items needing replacement to the Administration during the month of January.

Administration Standard Operating Procedure #110 “Uniform Policy” addresses uniform classifications and establishes the quantity of items to be issued.

#### **In addition:**

The District shall provide an allowance for the purchase of station footwear up to one-hundred seventy-five (\$175) dollars, biennially, during the month of January starting in 2013.

Employees will be responsible for the purchase of new station footwear. Items will be replaced based upon their condition. Personnel in need of items will show the Administration the needed items for replacement during the month of January for approval on Appendix form “E” prior to purchase of new items.

**ARTICLE 29**  
**PRESERVATION OF BENEFITS AND SEVERABILITY**

**29.1 – Preservation of Benefits**

With respect to matters not covered by this agreement, the employer will not seek to diminish or impair during the terms of this agreement any benefit or privilege provided by law, rule or regulation beneficial to employees without prior notice to the union and without negotiations with the union.

**29.2 - Severability**

- A) If any article or section of the agreement should be found to be invalid, unlawful or not enforceable by reason of existing or subsequently enacted State Legislation or by appropriate judicial authority, all other articles and sections of this agreement that are not affected by the article(s) or section(s) shall remain in full force and effect for the duration of this agreement.
  
- B) After written notification to either party that there has been such invalidation, the parties shall meet within thirty (30) calendar days to begin negotiations on a replacement(s) as maybe required.

## **ARTICLE 30 DURATION OF AGREEMENT**

### **30.1 – Duration of Agreement**

Effective date - Except as otherwise provided herein, this agreement shall be effective as of October 1, 2011 and shall continue in effect until September 30, 2014.

### **30.2 – Successor Agreement**

Successor Agreement - This agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing before April 1st prior to the expiration date that it desires to negotiate a new agreement. Notification shall be by the Unions DVP or Agent and/or the District's Chairperson or Fire Chief. In the event notice is given to negotiate, negotiation shall begin no later than 180 days prior to the expiration date. This agreement shall remain in full force and be effective during the period of negotiations and until a new agreement is reached.

### **30.3 – Successor Clause**

Successor Clause - This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be modified, altered or changes to the detriment of the other party in any respect whatsoever by the consolidation, merge, sale, transfer, lease or assignment of either party hereto or of any separable segment of either party hereto.

**In Witness Whereof**

Union and District have caused their names to be subscribed hereto by their duly authorized officers or representatives this \_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_.

**Local 2546,  
Suncoast Professional Firefighters  
and Paramedics  
International Association of Firefighters,  
AFL-CIO**

**Englewood Area Fire Control District, Florida  
Board of Fire Commissioners:**

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Dino Fanti  
District Vice-President – I.A.F.F. Local 2546

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Dee Hawkins, Chairman  
Fire Commissioner

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Donald J. Seiler  
Business Agent – I.A.F.F. Local 2546

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Ron Davison, Vice Chairman  
Fire Commissioner

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Keith Medvair  
Bargaining Team Member – I.A.F.F. Local 2546

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Charlie Bray, Secretary /Treasurer  
Fire Commissioner

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Jeff Kern  
Fire Commissioner

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Robert Bacon  
Fire Commissioner

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Brian Gorski  
Fire Chief

Legal Review by:

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Lori Wellbaum Emery, Esq.  
District Attorney



APPENDIX B  
COMMITTEE APPLICATIONS

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**Form Being Created**

**Not ready for review**

**APPENDIX C  
EXTENDED SICK LEAVE POOL FORM**

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**ENGLEWOOD AREA FIRE CONTROL DISTRICT**

**SARASOTA PROFESSIONAL FIREFIGHTERS AND PARAMEDICS SICK LEAVE  
POOL MEMBERSHIP**

I, \_\_\_\_\_, acknowledge that I meet the requirements of the Sick Leave Pool Membership and hereby authorize the transfer of:

[ ] 24 hours *(24/48 shift personnel)*

[ ] 16 hours *(40 hour personnel)*

of my sick leave to the Sick Leave Pool Program. I understand this authorization is voluntary and does not make me eligible for the Sick Leave Pool Benefit. Also, I understand that when the Sick Leave Pool drops below 1000 hours, I will be required to donate additional hours of my sick leave. If I decide to withdraw my membership from the program, I will not be refunded the hours donated in the past. Furthermore, I clearly understand the provisions of Article #18, of the Collective Bargaining Agreement between Englewood Area Fire Control District and Local 2546 which defines all the membership requirements, eligibility to collect benefits, the benefits, and the rules governing the Sick Leave Pool usage.

I further agree to provide upon request a statement from my physician with projected return date or MMI date that will be necessary to aid in the decision-making process as outlined in Article #18, of the Collective Bargaining Agreement, to allow, deny or extend benefits of the Sick Leave Pool Program.

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D  
GRIEVANCE FORM**

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**ENGLEWOOD AREA FIRE CONTROL DISTRICT  
Contract Grievance Form**

STEP 1: \_\_\_\_\_ Date Submitted

STEP 2: \_\_\_\_\_ Date Submitted

STEP 3: \_\_\_\_\_ Date Submitted

1. Name of Grievant: \_\_\_\_\_

2. Rank or Title of Grievant: \_\_\_\_\_

3. Date grievance is alleged to have occurred or discovered: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Article of contract alleged to have been violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Specific language of article alleged to have been violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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6. Grievant's statement of facts, including names, dates, places and description of events comprising the alleged contract version. Must include description of how the alleged violation adversely affected the Grievant.

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(1) Description of documentation attached in support of Grievance: \_\_\_\_\_

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(2) Remedy sought by Grievant: \_\_\_\_\_

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**Signature of Grievant**

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**Signature of Union Representative**



## APPENDIX F

### JOURNEYMAN PROGRAM PLAN

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#### Apprentice through Journeyman Firefighter Progression Plan and Lieutenant and Battalion Chief Progression Plan

### Apprentice

#### Journeyman Firemedic Apprenticeship Program

Upon commencement of employment with the Fire Department, newly hired employees will be enrolled in the Florida Department of Education, Division of Workforce Development Firefighter Apprenticeship Program. This program shall be completed within Five (5) years from the date of hire. Upon successful completion of the program, participants are eligible to receive Journeyman Firemedic Certification (7000 hours) from the Florida Department of Education. A basic review of this program is outlined below:

#### Year 1 – Step 1 (Probation)

- Completion of employee orientation.
- Completion of quarterly training modules as outlined by Training Modules. At the end of each quarter the apprentice must successfully pass both a written and practical exam in order to progress to the next level.
- First year training modules are as follows:
  - 1-1 New Employee Orientation
  - 1-2 Rules and Regulations
  - 1-3 Streets and Grids
  - 1-4 Firefighter Safety
  - 1-5 Apparatus and Equipment
- Upon successful completion of year 1, then the apprentice will be promoted to **Step 2 pay grade and be removed off of probation.**

#### Year 2 – Step 2

- Continuation of quarterly training modules and to be required quarterly to pass both written and practical exams for these training modules.
- Second year training modules are as follows:
  - 2-1 Forcible Entry
  - 2-2 Breathing Apparatus
  - 2-3 Salvage
  - 2-4 Ropes
- Upon successful completion of year 2, then the apprentice will be promoted to **Step 3 pay grade.**

#### Year 3 – Step 3

- Continuation of quarterly training modules, and to be required quarterly to pass both written and practical exams for these training modules.

- Third year training modules are as follows:
  - 3-1 Fire Hoses, Nozzles & Appliances
  - 3-2 Fire Streams
  - 3-3 Ladders
  - 3-4 Ventilation
- Upon successful completion of year 3, then the apprentice will be promoted to **Step 4 pay grade.**

#### **Year 4 – Step 4**

- Continuation quarterly training modules and be required quarterly to pass both written and practical exams for these training modules.
- Fourth year training modules are as follows:
  - 4-1 Inspections
  - 4-2 Rescue
  - 4-3 Water Supply
  - 4-4 Fire Sprinklers
- Upon successful completion of year 4, then the apprentice will be promoted to **Step 5 pay grade.**

#### **Year 5 – Step 5**

- Continuation quarterly training modules and be required quarterly to pass both written and practical exams for these training modules.
- Fifth year training modules are as follows:
  - 5-1 Fire Alarms & Communications
  - 5-2 Hazardous Materials Basic Concepts
  - 5-3 Hazardous Materials Concept Implementation
  - 5-4 General Reports
- Upon successful completion of year 5, then the apprentice will be promoted to the rank of Journeyman Firemedic, **Step 6 pay grade.**

#### **Year 6 – Step 6**

- Journeyman Firemedic to successfully complete monthly Fire and EMS Training Objectives (MTO). Successful completions requires passing of written and/or practical exams.
- Journeyman Firemedic required to document and submit 20 hours a month minimum of individual training to the training division. The individual would need to submit at minimum a total of 240 hours of individual training for the year to the training division (20 hours each month).
- Journeyman Firemedic required to successfully complete four (4) training drills a year (completion of 1 drill every 3 months put on by the training division).
- Upon successful completion of these requirements (total completion of MTO's, 240 hours a year of individual training, and successful completion of four (4) training drills put on by the Training Division), then the Journeyman Firemedic will be promoted to **Step 7 pay grade.**

### **Year 7 – Step 7**

- Journeyman Firemedic to successfully complete monthly Fire and EMS Training Objectives (MTO). Successful completions requires passing of written and/or practical exams.
- Journeyman Firemedic required to document and submit 20 hours a month minimum of individual training to the training division. The individual would need to submit at minimum a total of 240 hours of individual training for the year to the training division (20 hours each month).
- Journeyman Firemedic required to successfully complete four (4) training drills a year (completion of 1 drill every 3 months put on by the training division).
- Upon successful completion of these requirements (total completion of MTO's, 240 hours a year of individual training, and successful completion of four (4) training drills put on by the Training Division), then the Journeyman Firemedic will be promoted to **Step 8 pay grade.**

### **Year 8 – Step 8**

- Journeyman Firemedic to successfully complete monthly Fire and EMS Training Objectives (MTO). Successful completions requires passing of written and/or practical exams.
- Journeyman Firemedic required to document and submit 20 hours a month minimum of individual training to the training division. The individual would need to submit at minimum a total of 240 hours of individual training for the year to the training division (20 hours each month).
- Journeyman Firemedic required to successfully complete four (4) training drills a year (completion of 1 drill every 3 months put on by the training division).
- Upon successful completion of these requirements (total completion of MTO's, 240 hours a year of individual training, and successful completion of four (4) training drills put on by the Training Division), then the Journeyman Firemedic will receive an increase in accordance to the bargaining agreement.

### **Lieutenant Step 1 – Year 1**

- Lieutenant to successfully complete monthly Fire and EMS Training Objectives (MTO). Successful completions requires passing of written and/or practical exams.
- Lieutenant required to document and submit 20 hours a month minimum of individual training to the training division. The individual would need to submit at minimum a total of 240 hours of individual training for the year to the training division (20 hours each month).
- Lieutenant required to successfully complete four (4) training drills a year (completion of 1 drill every 3 months put on by the training division).
- Lieutenant will be required to attend two (2) Department Sponsored Officer Training Seminars as scheduled by the Training Division.
- Upon successful completion of these requirements (total completion of MTO's, 240 hours a year of individual training, successful completion of four (4) training drills put on

by the Training Division and the two (2) Officer Training seminars), then the Lieutenant will be promoted to **Step 2 Lieutenant pay grade**.

### **Lieutenant Step 2 – Year 2**

- Lieutenant to successfully complete monthly Fire and EMS Training Objectives (MTO). Successful completions requires passing of written and/or practical exams.
- Lieutenant required to document and submit 20 hours a month minimum of individual training to the training division. The individual would need to submit at minimum a total of 240 hours of individual training for the year to the training division (20 hours each month).
- Lieutenant required to successfully complete four (4) training drills a year (completion of 1 drill every 3 months put on by the training division).
- Lieutenant will be required to attend two (2) Department Sponsored Officer Training Seminars as scheduled by the Training Division.
- Upon successful completion of these requirements (total completion of MTO's, 240 hours a year of individual training, successful completion of four (4) training drills put on by the Training Division and the two (2) Officer Training seminars), then the Lieutenant will be promoted to **Step 3 Lieutenant pay grade**.

### **Lieutenant Step 3 – Year 3**

- Lieutenant to successfully complete monthly Fire and EMS Training Objectives (MTO). Successful completions requires passing of written and/or practical exams.
- Lieutenant required to document and submit 20 hours a month minimum of individual training to the training division. The individual would need to submit at minimum a total of 240 hours of individual training for the year to the training division (20 hours each month).
- Lieutenant required to successfully complete four (4) training drills a year (completion of 1 drill every 3 months put on by the training division).
- Lieutenant will be required to attend two (2) Department Sponsored Officer Training Seminars as scheduled by the Training Division.
- Upon successful completion of these requirements (total completion of MTO's, 240 hours a year of individual training, successful completion of four (4) training drills put on by the Training Division and the two (2) Officer Training seminars), then the Lieutenant will receive an increase in accordance to the bargaining agreement.

### **Battalion Chief Step 1 – Year 1**

- Battalion Chief to successfully complete monthly Fire and EMS Training Objectives (MTO). Successful completions requires passing of written and/or practical exams.
- Battalion Chief required to document and submit 20 hours a month minimum of individual training to the training division. The individual would need to submit at minimum a total of 240 hours of individual training for the year to the training division (20 hours each month).
- Battalion Chief required to successfully complete four (4) training drills a year (completion of 1 drill every 3 months put on by the training division).
- Battalion Chief will be required to attend two (2) Department Sponsored Officer Training Seminars as scheduled by the Training Division.

- Upon successful completion of these requirements (total completion of MTO's, 120 hours a year of individual training, successful completion of four (4) training drills put on by the Training Division and the two (2) Officer Training seminars), then the Battalion Chief will be promoted to **Step 2 Battalion Chief pay grade.**

### **Battalion Chief Step 2– Year 2**

- Battalion Chief to successfully complete monthly Fire and EMS Training Objectives (MTO). Successful completions requires passing of written and/or practical exams.
- Battalion Chief required to document and submit 20 hours a month minimum of individual training to the training division. The individual would need to submit at minimum a total of 240 hours of individual training for the year to the training division (20 hours each month).
- Battalion Chief required to successfully complete four (4) training drills a year (completion of 1 drill every 3 months put on by the training division).
- Battalion Chief will be required to attend two (2) Department Sponsored Officer Training Seminars as scheduled by the Training Division.
- Upon successful completion of these requirements (total completion of MTO's, 120 hours a year of individual training, successful completion of four (4) training drills put on by the Training Division and the two (2) Officer Training seminars), then the Battalion Chief will be promoted to **Step 3 Battalion Chief pay grade.**

### **Battalion Chief Step 3 – Year 3**

- Battalion Chief to successfully complete monthly Fire and EMS Training Objectives (MTO). Successful completions requires passing of written and/or practical exams.
- Battalion Chief required to document and submit 20 hours a month minimum of individual training to the training division. The individual would need to submit at minimum a total of 240 hours of individual training for the year to the training division (20 hours each month).
- Battalion Chief required to successfully complete four (4) training drills a year (completion of 1 drill every 3 months put on by the training division).
- Battalion Chief will be required to attend two (2) Department Sponsored Officer Training Seminars as scheduled by the Training Division.
- Upon successful completion of these requirements (total completion of MTO's, 120 hours a year of individual training, successful completion of four (4) training drills put on by the Training Division and the two (2) Officer Training seminars), then the Battalion Chief will receive an increase in accordance to the bargaining agreement.

**APPENDIX G  
EDUCATIONAL PROVISIONS FORM**

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TUITION REIMBURSEMENT REQUEST

Employee: \_\_\_\_\_

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

FFC CLASS ID NUMBER	CLASS TITLE & INSTITUTE	DATE	PROOF of ATTENDANCE	TUITION AMOUNT (Paid Receipt)
			<input type="radio"/> Certificate <input type="radio"/> Transcript	
			<input type="radio"/> Certificate <input type="radio"/> Transcript	
			<input type="radio"/> Certificate <input type="radio"/> Transcript	

REIMBURSEMENT TOTAL: \_\_\_\_\_

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Training Officer/Authorized Signature)

\_\_\_\_\_  
(Date)