

ENGLEWOOD AREA FIRE CONTROL DISTRICT

Rules and Regulations Manual



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Fire Chief
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CHAPTER 1

GENERAL PROVISIONS

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INFORMATION CONCERNING THE TOPICS NOT INCLUDED IN THIS CHAPTER MAY BE OBTAINED THROUGH THE DISTRICT'S ADMINISTRATION CENTER.

1.01 Statements of Policy

- (1) It is the purpose of these policies to establish a system of human resource management. This system shall provide means to recruit, select, train, develop, motivate and maintain an effective and responsible work force. This system shall include policies and procedures for employee hiring and advancement, training and career development, position classification, salary administration, benefits, discipline, discharge, employee performance appraisals, affirmative action and other related activities.
- (2) All appointments, terminations, assignments and maintenance status, compensation, privileges and other terms and conditions of employment in the Englewood Area Fire Control District, the "District", shall be made without regard to age, sex, race, religion, national origin, political affiliations, marital status or handicap, except when a specific sex, age or physical requirement constitutes a bona fide occupational qualification necessary for proper and efficient administration.
- (3) There shall be no District residency requirements for any person as a condition of employment by the District. However, preference in hiring may be extended to residents of the District.
- (4) These policies contain requirements and guides for establishing and maintaining a system of personnel administration or as negotiated through a collective bargaining agreement. The system of personnel administration shall be implemented so as to permit District departments to be eligible to receive federal funds.
- (5) Nothing in these policies shall be construed either to infringe upon or to waive the rights guaranteed public employees under Chapter 447, Florida Statutes and the Collective Bargaining Agreement.

1.02 Definitions

For the purposes of administrating these policies the following definitions shall apply:

- (1) **Add and Delete** – A budgetary action involving the abolishment of one or more established positions and the simultaneous addition of one or more established positions in lieu thereof. These action result from circumstances which may include: an abrupt, conscious change in the duties and responsibilities assigned to a position; changes in the organizational unit in which the position is located which affect the duties and responsibilities of the position; changes in supervisory responsibilities or the deletion of one or more positions in order that the total number of authorized positions is not exceeded. Add and delete actions are not intended to accommodate the assignment to a higher pay grade of a position with essentially the same duties (see reclassification).
- (2) **Affirmative Action** – Any activity initiated by an employer which contributes toward the greater utilization of minorities, females, the elderly and the handicapped, including goals and timetables for accomplishing those goals.
- (3) **Affirmative Action Plan** – A set of specific and results-oriented procedures to achieve equal employment opportunity. The District's affirmative action plan shall include: (1) an analysis of the areas in which the District is underutilizing minority groups and women; and (2) goals and timetables to which the District will direct its good faith efforts in increasing the utilization of minorities and women at all levels of the work force.
- (4) **Allocations Factors** – A statement describing the basic element(s) of duties and responsibilities which, when applied to a given position, indicate the kind and level of work being performed.
- (5) **Application** – A verbal or written communication whereby an employee or prospective employee holds himself out as available for employment or for a contractual relationship for remuneration.
- (6) **Appointing Official** – A department head or other person delegated the authority to appoint or recommend for appointment in connection with employment with the District.
- (7) **Appointment** – The act of assigning an employee to an established position.
- (8) **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.
- (9) **Apprenticeship Agreement** – A document which indentures and binds an employee to meet the requirements of an apprenticeship program.
- (10) **Apprenticeship Standard** – A document which creates and gives authority to the Apprenticeship Training Committee (ATC); establishes the rules and requirements of an Apprenticeship program (term agreements, course work, enrollment requirements, affirmative Action, etc.); as adopted by the employing agency and approved by the State Department of Labor.
- (11) **Authorized Position** – A position included in an approved budget. In counting number of authorized positions, part-time positions may be converted to full-time equivalents (FTE's).

- (12) Base Rate of Pay – An employee’s rate of pay excluding any pay additives.
- (13) Career Service – All those established positions subject to these policies.
- (14) Career Service Employee – An employee who has successfully completed the required probationary period and attained regular status in any class of positions in the career service.
- (15) Class, or Class of Positions – All positions which are sufficiently similar as to kind or subject matter of work, level of difficulty or responsibility and qualification requirements to warrant the same treatment as to title, pay range and other personnel transactions.
- (16) Class Specifications – The document issued by the Fire Chief which defines the class code; class title; allocation factor(s); examples of work; required knowledge, skills and abilities; minimum qualifications; and effective date; and other information determined appropriate by the Fire Chief.
- (17) Class Title Change – Action taken by the Fire Chief to change the class title of a class, without significantly affecting other elements of the class specification or the positions allocated thereto.
- (18) Classification Action – The action taken to classify an authorized position initially, to reclassify an established position or any other action that affects the classification of a position.
- (19) Classification Correction – An action taken by the Fire Chief to correct a classification error.
- (20) Classification Plan – A document maintained by the Fire Chief consisting of, but not limited to, a list of all approved classes of positions and the class specifications for those classes.
- (21) Continuous Service – Employment with the District without a break in service. Determinations of continuous service for the purposes of these policies shall have no effect on the provisions of the retirement plan in effect which the employee is enrolled.
 - (a) A break in service is any separation from employment, except that a career service employee separated due to layoff shall be considered to have continuous service if the employee is reemployed. (See Collective Bargaining Agreement.)
 - (b) Authorized leaves of absence without pay shall be considered continuous service.
 - (c) Any unauthorized leave for two consecutive workdays shall be considered a break in service.
 - (d) An employee who has had a break in service shall be entitled to utilize previous continuous District service in determining total continuous service provided the employee has become reemployed and served a period of one year of continuous service following employment.
- (22) Classify – The action to allocate an authorized position to a class in the Classification Plan.
- (23) Collective Bargaining Agreement (Labor Contract) – A negotiated agreement between the Englewood Area Fire Control District and the International Association of Firefighters.

- (24) District Buildings and Facilities – Any enclosed, indoor area which is owned or controlled by the District or supported by tax revenues including, but not limited to, offices and other work areas, waiting areas, hallways, restrooms shall have no effect in which a public meeting, hearing and other official proceeding open to the public is in progress.
- (25) Creditable Service – Service during which the employee is assigned to an established position, whether in work status, or on authorized leave with or without pay. Determinations of continuous service for purposes of these policies shall have no effect on the provisions of the retirement plan in which the employee is enrolled.
- (26) Discrimination or Discriminatory Action – Any act or acts which adversely affect the employment opportunities of an individual, employee or applicant or a former employee seeking reinstatement where any such act is based upon the employee's or applicant's race, sex, color, religion, national origin, political opinion or affiliation, marital status, age, physical or mental handicap or membership or non-membership in a labor organization or other non-merit factors.
- (27) Dismissal – The action taken to terminate an employee from District employment.
- (28) EEO Code – A numeric designation used to maintain records on the District's Equal Employment Opportunity programs and for preparing for EEO reports.
- (29) Eligibility Determination – The process of ascertaining whether an applicant possesses the minimum qualifications for the class of positions for which he or she has applied.
- (30) Equal Employment Opportunity – The provision of an environment which manifest the right of all persons to work and advance on the basis of merit, ability and potential.
- (31) Established Position – An authorized position which has been classified in accordance with the Classification and Pay Plans provided by these policies.
- (32) 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.
- (33) FMLA – The Family Leave and Medical Act. Federal legislation which established guidelines for maintaining of career service positions for a period of twelve weeks under certain conditions, during the care or nurturing of family dependents or for serious health conditions of the employee.
- (34) FLSA – The Fair Labor Standards Act. Federal legislation which sets minimum wage, overtime pay, equal pay, recordkeeping and child labor standards for covered employees.
- (35) Gift – Real property or tangible or intangible personal property or a beneficial interest in real property or tangible or intangible personal property of material value to the recipient.
- (36) Grievance – An employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by management, supervisors or other employees.
- (37) Grievance Procedure & Arbitration – An article of the Collective Bargaining Contract which establishes a process for the resolution of disputes or compliance.

- (38) Handicapped Individual – Any individual who has a physical or mental impairment which substantially limits one or more of the individual’s major life activities; has a record of such impairment; or is regarded as having such impairment. The Fire Chief has the right to request verification of the handicapping condition.
- (39) Higher Class – A class having a higher degree of responsibility and a high maximum rate of pay than the class in which the employee is serving.
- (40) Immediate Supervisor – The individual who normally has responsibility for scheduling, assigning and reviewing the work of the employee; the individual to whom the employee customarily reports for direction and instruction on work assignments.
- (41) Intern – A bona fide student seeking a diploma or degree through an accredited secondary or post-secondary educational program who is employed by the District on an occupational, part-time or temporary basis in a functional area related to the student’s major course of study.
- (42) Interview – A structured series of job-related questions asked of all applicants chosen to be interviewed for a vacant position with responses being noted and evaluated in order to identify the candidates’ relative qualifications for the position.
- (43) Involuntary Separation – A separation from employment initiated by management.
- (44) Apprenticeship Training Committee (ATC) – A labor management committee chaired by the Fire Department 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.
- (45) Layoff – An involuntary separation arising from abolishment or deletion of a position, or demotion of a career service employee who has been promoted and fails to complete satisfactorily the probationary period for the higher class.
- (46) Lower Class – A class having a lesser degree of responsibility and a lower maximum rate of pay for a pay grade.
- (47) Maximum Classifications – A specification of the kinds of experience, training, education and licensure or certification that provides job related evidence that a candidate possesses the minimum required knowledge, skills and abilities for performing tasks or duties needed for entry to a job.
- (48) Natural Changes in Duties – The gradual increase or decrease of either the kind of duties or level of responsibility of a position to such an extent that the classification of the position should be changed. A natural change in duties does not include changing a supervisory position to a non-supervisory position or changing a non-supervisory position to a supervisory position if the change has the effect of creating a new or modifying and existing organizational structure or changing the organizational location of the position.
- (49) Non-exempt Employees – Those employees in positions subject to the overtime compensation provisions of the Fair Labor Standards Act.
- (50) Other Personal Services (OPS) Employment – The temporary employment of an individual in an employee-employer relationship, who is not occupying an established position.

- (51) Overlap – A temporary condition in which two employees in pay status are assigned the same established position so that the total full time equivalency (FTE) of the two employees exceeds the authorized FTE of the position.
- (52) Overtime – The hours in excess of forty (40) hours during the established workweek, at the direction of the Fire Chief or other designated supervisory staff, excluding holidays and leave with pay. Those personnel in the Fire Department with work weeks of more than forty (40) hours are covered under the provisions of Section 207(k) of the Fire Labor Standards Act for purposes of overtime and is defined in the collective bargaining agreement.
- (53) Pay Additives – An amount negotiated in the collective bargaining agreement to be paid in addition to an employee’s base rate of pay. Pay additives may include but are not limited to:
 - (a) Officer Differential
 - (b) Specialty Pay
- (54) Perquisites – The services or the use of services, which give employees some benefit that is in the nature of additional compensation or which reduces to some extent the normal personal expenses of the employee receiving the same. Perquisites include but are not limited to such things as: the use of District vehicles; the issue of uniforms, clothing and footwear; laundry services and other similar things.
- (55) Position – A group of current duties and responsibilities assigned or delegated to a department, requiring the full-time or part-time services of an employee.
- (56) Position Abolishment – A budgetary action taken to eliminate an authorized position due to increased efficiency of District operations, a reallocation of funds or work, or a material change in the duties or organization.
- (57) Position Description – The document prepared by the District which describes the officially assigned duties and responsibilities and other pertinent information relative to the position.
- (58) Protected Class – Legally identified groups that are specifically protected by statute against employment discrimination. Protected class status is automatically conferred upon recognized minority group members, females, the elderly and handicapped individuals by virtue of the law or court decisions interpreting the law.
- (59) Probationary Employees – “At Will” employees who have not completed their probationary term and are not considered career service in their position.
- (60) Reasonable Accommodation – In employment of handicapped individuals, this may include making facilities used by employees readily accessible to and usable by handicapped persons; or job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices or other similar actions to accommodate their restrictions.
- (61) Reclassification – An action taken to change an established position in one class in a series to a higher or lower class in the same series or to a class in a different series which is the result of a natural change in the duties and responsibilities of the position.
- (62) Regular Rate of Pay – An employee’s base rate of pay plus and pay additives negotiated in the collective bargaining agreement.

- (63) Regular Status – The status attained by an employee upon successful completion of the probationary period designated for a class.
- (64) Selection Module – A systematic means of assessing the essential knowledge, skills, abilities, minimum qualifications and other job related requirements possessed by the applicant.
- (65) Selection Procedure – The procedure including established steps, forms and the selection module(s) used to select a candidate for employment to a vacant position.
- (66) Series – A group of classes which are sufficiently similar in kind of work performed to warrant similar titles but sufficiently different in level of responsibilities to warrant different levels of pay.
- (67) Smoking – Carrying or possessing any lighted tobacco product including cigars, cigarettes and pipes.
- (68) Suspension – A disciplinary action placing an employee on leave without pay.
- (69) Test – A written or proficiency assessment of an applicant’s knowledge, skill and abilities.
- (70) Veteran’s Preference – The provision of preferential employment consideration to certain veterans and spouses of veterans as prescribed by Chapter 295, Florida Statutes and Chapter 55-A7, Florida Administrative Code.
- (71) Voluntary Separation – A separation from employment initiated by the employee.
- (72) Work Cycle – A work schedule established to average the number of work hours per week for employees under the FLSA Section 207(k) exemption and which is used in the establishment of overtime reconciliation.
- (73) Work Hours – The regular work schedule for each full-time position as defined in the collective bargaining agreement.
- (74) Work Sample – A task or tasks representative of work actually performed on the job, assigned to job applicants to identify those who already possess the ability to perform the task.
- (75) Workweek – That seven (7) day period commencing at 12:01 A.M. on Saturdays and ending on Midnight on Fridays.

1.03 Delegation

The Fire Chief may delegate in writing approval authority pursuant to these policies to the Board of Fire Commissioners, the Assistant Chief or others as he may deem necessary. The Fire Chief shall maintain a record of all such delegations.

1.04 Provisions for Waiver

Except as expressly noted, the Fire Chief may waive individual provisions of these policies in extenuating circumstances found by him to be in the best interest of the District. Such waivers will be issued in writing, based on a written request by an employee. A permanent record of any such waivers shall be separately maintained by the Fire Chief. Authority to grant waivers shall not be delegated.

1.05 Transition and Effective Date

These policies shall be in effect upon their adoption.

1.06 Use of the Masculine Pronoun

Where the masculine pronoun appears within these policies it is used solely for convenience to simplify the explanation of the policies. Use of the masculine pronoun is not intended to confine the provisions of these policies to one sex or the other, or to imply discrimination on the basis of sex.

CHAPTER II

PERSONNEL RECORDS

2.01	<i>Statements of Policy</i>
2.02	<i>Custodian of Personnel Records</i>
2.03	<i>Maintenance of Personnel Files</i>
2.04	<i>Position Classification Records</i>
2.05	<i>Inspection of Personal Records</i>
2.06	<i>Photocopying Personnel Records</i>

2.01 Statements of Policy

Pursuant to the provisions of Chapter 119, Florida Statutes, employment applications and employee personnel records shall be open for personal inspection by any person. Exempted from this policy are: a) medical records, b) the telephone numbers, addresses, photographs of active or former Firefighters and the telephone numbers, places of employment, schools, day care centers, addresses, photographs of spouses and children of certified Firefighters and; c) documents relating to complaints of discrimination relating to race, color, religion, sex, national origin, age, handicap or marital status. Documents relating to complaints of discrimination are kept separate from individual personnel files until a finding is made relating to probable cause, the investigation of the complaint becomes inactive or the complaint or other record is made part of the official record of any hearing or court proceeding.

2.02 Custodian of Personnel Records

The Bookkeeper is the official custodian of all personnel records for employees under the jurisdiction of the Board of Fire Commissioners. The Bookkeeper may require employees to submit new or updated personnel records at any time.

2.03 Maintenance of Personnel Files

- (1) The Administrative Office shall maintain an individual personnel file for each employee. The personnel file maintained by the Administrative Office is the official file of the employee. Materials maintained in the departmental files are informal and informational only. The official personnel file shall include but not be limited to, a copy of the following documents, for a period as prescribed by Law.
 - (a) Employment application. Each employee shall complete a District prescribed employment application. The Bookkeeper may require an employee to complete an updated employment application at any time.
 - (b) Background investigation reports, if applicable.
 - (c) A record reflecting each original appointment, reinstatement appointment, promotion appointment; each transfer; each separation; each layoff; each reduction in pay; any changes in the employee's status; each change in the employee's rate of pay, each change in the employee's class title; any leave of absence without pay or any educational leave with pay; and any other personnel transactions pertinent to the employee's employment record.

- (d) A copy of any correspondence directly related to the employee's record.
 - (e) A copy of the Oath of Loyalty signed by the employee.
 - (f) A copy of the Immigration and Naturalization Service's Form I-9 documenting eligibility to work in the United States.
 - (g) A copy of the certificate signed by the employee indicating the he has received a copy of the official department employee handbook.
 - (h) A copy of all performance evaluations.
 - (i) A copy of any exit interview report, if applicable.
 - (j) Drivers license
 - (k) Fire/EMT State certification documents
 - (l) Enrollment papers, i.e., pension, insurance coverage
- (2) An employee may include in his or her personnel file a refutation of any material he considered to be detrimental.
 - (3) Each employee shall promptly notify the Administrative Office of any change of information or status reflected in the personnel file. Employees must immediately notify the Administrative Office of all changes of home address or telephone number(s).
 - (4) The Fire Chief may require employees to provide information necessary to maintain or procure demographic or analytical data regarding District employment.

2.04 Position Classification Records

- (1) Current copies of the official position description for each established description shall be on file at the Administrative Office.
- (2) Detailed organizational charts reflecting the current organizational structure and reporting relationships among established positions shall be on file at the Administrative Office. When changes occur in the classification of any position or in the structure of an organization, such changes shall be reflected in the current organizational chart or, if necessary, a new organizational chart shall be prepared and submitted throughout the District with a copy to be kept on file at the Administrative Office.

2.05 Inspection of Personnel Records

- (1) Requests to inspect personnel records of District employees will be handled according to the provisions of Chapter 119, Florida Statutes and under the following conditions:
 - (a) Requests for personal inspection of employment applications or employee personnel records may be made by telephone, in person or in writing to the Bookkeeper.
 - (b) The inspection will be made after completion of a Request for Personal Inspection of Public Record form by the individual inspecting the record.
 - (c) Employment applications or employee personnel records shall be made available for inspection within a reasonable amount of time after receipt of the Personnel Inspection form provided that:
 1. The employment application or employee personnel records is in the possession of the Fire Chief; and
 2. A mutually convenient inspection appointment can be arranged.
- (2) The personal inspection shall be conducted at the Administrative Office under supervision of the Fire Chief or his designee.
- (3) Compilations of data, analysis, summarizations, etc., not existing in employment applications or employee personnel records are not required by Chapter 119, Florida Statutes. If such material is available, it is provided as a public record. The individual originating the request may make any desired compilations, analyses, summarizations, etc., while inspecting the records.

2.06 Photocopying of Personnel Records

Persons conducting inspections of employment applications or employee personnel records shall be allowed to request photocopies of documents. The photocopies may be made by staff of the Administrative Offices or by the person making the request, under supervision of the Fire Chief or his designee. The Personnel Director shall collect a fee for each photocopy based on a fee schedule adopted by the Board of Fire Commissioners.

CHAPTER III
THE POSITION CLASSIFICATION PLAN

INFORMATION CONCERNING THE TOPICS NOT INCLUDED IN THIS CHAPTER MAY BE OBTAINED THROUGH THE DISTRICT'S ADMINISTRATIVE OFFICE.

CHAPTER IV

THE PAY PLAN

INFORMATION CONCERNING THE TOPICS OF THIS CHAPTER MAY BE OBTAINED THROUGH THE DISTRICT'S ADMINISTRATION CENTER. LABOR UNIT MEMBERS SHOULD ALSO REFER TO THE EFFECTIVE COLLECTIVE BARGAINING AGREEMENT.

CHAPTER V
RECRUITMENT AND SELECTION

**INFORMATION CONCERNING THE TOPICS OF THIS CHAPTER MAY BE
OBTAINED THROUGH THE DISTRICT'S ADMINISTRATIVE OFFICE.**

CHAPTER VI

APPOINTMENTS, TRANSFERS AND STATUS

- 6.01 *Nepotism*
6.02 *Volunteers*

INFORMATION CONCERNING THE TOPICS NOT OUTLINED IN THIS CHAPTER MAY BE OBTAINED THROUGH THE DISTRICT'S ADMINISTRATIVE OFFICE.

6.01 Nepotism

- (1) In compliance with Chapter 112.3135, Florida Statutes, no appointing official shall appoint, employ, promote, advance or advocate for appointment, employment, promotion or advancement, in or to a position in the Englewood Area Fire Control District in which the appointing official is serving or over which the appointing official exercises jurisdiction or control any individual who is a relative of the appointing official. An individual may not be appointed, employed, promoted or advanced in or to a position in the District if such an appointing official, serving in or exercising jurisdiction or control over the organizational unit in which the individual is a relative of the individual.
- (2) Relative is defined for the purposes of this section as: father, mother, son, daughter, brother, sister, grandfather, grandmother, granddaughter, grandson, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.
- (3) Any individual appointed, employed, promoted or advanced in violation of this section is not entitled to pay; and money may not be paid to an individual so appointed, employed, promoted or advanced.
- (4) No employee shall serve in a position in an organizational unit which is under the line authority of a relative as defined in this section. (Examples: No employee can work at the same station of an assigned lieutenant who is a relative or, no relative of a Battalion Chief can be assigned to work the same shift. This is allowed if they are assigned to a different shift.)
- (5) Should two employees of the District marry or become relatives within the definition of this section and become subject to the provisions of subsection 6.02(4), one employee shall be assigned to another organizational unit if an opening at or below the employee's class exists, or the employee may resign from employment with the District. In determining which employee shall be assigned to another organizational unit or resign, either party may volunteer for the procedures outlined in subsection 16.05(4)(d)2 shall be used to determine the employee to be affected.

6.02 Volunteers

- (1) The Fire Chief is authorized to recruit, train and accept the services of volunteer to assist in programs administered by the department.
- (2) Volunteers recruited, trained or accepted by the District shall not be subject to any provision of these policies relating to District employment, hours of work, rates of compensation, leave time or employment benefits. However, all volunteers shall comply with applicable District rules and Standard Operating Procedures (SOPs) and the Volunteer Rules and Regulations manual.
- (3) Persons working for the District pursuant to this section shall be considered as unpaid, independent volunteers and shall not be entitled to unemployment compensation.
- (4) The District when utilizing the services of volunteers shall:
 - (a) Take such actions as are necessary and appropriate to develop meaningful opportunities for volunteers involved in District administered programs.
 - (b) Develop written rules governing the recruitment, screening, training, responsibility, utilization and supervision of volunteers.
 - (c) Take such actions as are necessary to ensure that volunteers understand their duties and responsibilities.
 - (d) Take such actions as are necessary and appropriate to ensure a receptive climate for citizen volunteers.
 - (e) Provide for the recognition of volunteers who have offered continuous and outstanding service to District administered program(s).

CHAPTER VII **PERQUISITES**

7.01	<i>Statements of Policy</i>
7.02	<i>District Vehicles</i>
7.03	<i>Uniforms, Clothing and Footwear</i>
7.04	<i>Laundry Services</i>
7.05	<i>Other Perquisites</i>

7.01 Statements of Policy

- (1) The Board of Fire Commissioners of the Englewood Area Fire Control District shall approve the kind and monetary value of each perquisite before it is finished. No perquisites shall be furnished by the District unless approved by the Board of Fire Commissioners. Perquisites that continue from one fiscal year to the next shall be on-going without the need for approval from each fiscal year unless otherwise specified by the Board of Fire Commissioners.
- (2) Perquisites shall be considered as part of the employee's total compensation; therefore, the kind and value of perquisites shall be as uniform as practicable in similar situations.
 - (a) The value of perquisites shall not be used to compute the employee's base rate of pay or regular rate of pay unless specifically required by the Fire Chief in order to meet the requirements of the Fair Labor Standards Act.
 - (b) Any service or use of a service that is not an approved perquisite is considered unauthorized compensation.
- (3) It is the policy of the District that perquisites shall not be furnished to employees except in those specific instances where it is determined that the furnishing of perquisites is in the best interest of the District due to the exceptional or unique requirements of the position.

7.02 District Vehicles

- (1) The Board of Fire Commissioners shall approve the on-going use of District vehicles for certain positions. The primary criterion for approval shall be the ultimate benefit to the District and the exceptional or unique requirements of the position. For further guidelines on this policy refer to the Englewood Fire District's SOP's.
- (2) District vehicles shall be used for official business only and shall be operated within the limits of traffic law and safety regulations. Each employee who drives a District vehicle on official business for the District shall possess a valid Florida driver's license or chauffeur's license as appropriate.
- (3) Each employee shall be personally responsible for any fines incurred as a result of driving or parking violations while driving a District vehicle. No employee shall operate a District vehicle when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication or intoxication.

- (4) Employees using District vehicles shall be responsible for proper maintenance and shall report any malfunctions or maintenance requirements.

7.03 Uniforms, Clothing and Footwear

- (1) Uniforms, clothing and footwear includes required uniforms and accessories. The initial issue of uniforms, clothing and footwear as well as the replacement of these items due to normal wear and tear or irreparable damage resulting from the performance of official duties, may be furnished to District employees whose jobs require specific identity, or where sanitary clothing is required for the protection of the public or of the employees, subject to prior approval of the Fire Chief.
- (2) Clothing which is not considered to be a perquisite and which does not require approval by the Fire Chief shall be furnished to District employees as follows:
 - (a) Outer protective garments such as bunker gear.
 - (b) Protective head and safety gear shall be furnished to employees who perform duties in hazardous areas.
- (3) All uniforms, clothing and footwear shall be returned to the District when the employee separates from employment or moves to a position which does not require the furnishing of such clothing.

7.04 Laundry Services or Allowances (See Collective Bargaining Agreement.)

7.05 Other Perquisites

Other perquisites not addressed in this policy may be requested by an employee for approval by the Board of Fire Commissioners. The criteria for other perquisites shall be the ultimate benefit by the District and the exceptional or unique requirements of the position.

CHAPTER VIII

ATTENDANCE AND LEAVE

8.01	<i>Statements of Policy</i>
8.02	<i>Hours of Work</i>
8.03	<i>Work Breaks</i>
8.04	<i>Overtime</i>
8.05	<i>Compensatory Time Off</i>
8.06	<i>Paid Leave</i>
8.07	<i>Unpaid Leave</i>

INFORMATION CONCERNING THE TOPICS NOT OUTLINED IN THIS CHAPTER MAY BE OBTAINED THROUGH THE DISTRICT'S ADMINISTRATIVE OFFICE.

8.01 Statements of Policy

- (1) Each employee shall be required to be present at his or her assigned duty station during the employee's scheduled work hours unless absence from duty is authorized by the immediate supervisor or other appropriate supervisory authority.
- (2) All absences shall be properly recorded and charged to appropriate categories of leave as provided in this chapter or as outlined in the Collective Bargaining Agreement.
- (3) A leave of absence is any authorized absence from duty during an employee's regularly scheduled work hours that has been approved in advance by the immediate supervisor or other appropriate supervisory authority. Leave may be authorized with or without pay. An employee shall not be paid for any period of unauthorized absence and may be subject to disciplinary action up to and including dismissal.
- (4) Required attendance at training courses shall be considered as hours worked.
- (5) Travel between an employee's home and regularly assigned headquarters shall not be considered hours worked except for unscheduled call backs or call outs, in conjunction with on-call assignments.

8.02 Hours of Work

- (1) Except for Firefighter/EMTs, who are permitted to work longer hours by the Fair Labor and Standards Act, the work scheduled for full-time District employees shall consist of forty (40) scheduled regular hours during each weekly period commencing at 12:01 A.M. each Saturday and ending at Midnight on the following Friday. The Collective Bargaining Agreement identified established working hours and work cycle.
- (2) The Fire Chief is authorized to adjust day to day schedules as needed to accomplish work objectives and to minimize overtime.

- (3) Overtime may be authorized by Fire Chief in emergency or extraordinary situations and shall be compensated in accordance to the Collective Bargaining Agreement. Emergency or extraordinary situations for purpose of this chapter are defined as:
- (a) Where an established post of duty must be covered twenty-four (24) hours per day and an employee is not available to cover that post on a given shift (i.e., shift falls below minimum staffing levels).
 - (b) When danger to life, health or well being of the public could occur or where damage to property could be imminent, if an employee is not required to be on duty.
 - (c) Other situations where the Fire Chief determines that the direct or indirect responsibilities of the District cannot be accomplished unless overtime is authorized.
 - (d) For the attendance of classes and training as defined by the District as “required” course work in accordance to the Collective Bargaining Agreement.

8.04 Overtime (See Collective Bargaining Agreement.)

8.05 Compensatory Time Off (See Collective Bargaining Agreement.)

8.06 Paid Leave

Employees may be authorized leaves of absence with pay in accordance with the following procedures.

- (1) Administrative Leave
 - (a) Court Appearances
 1. An employee who is subpoenaed as a witness on a scheduled work day in a case not involving his or her personal litigation, shall be granted administrative leave upon presentation of a subpoena. Any witness fees awarded shall be retained by the employee.
 2. 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.
 3. 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 annual leave, compensatory leave or leave without pay for such absence.
 4. An employee who attends court for a portion of a scheduled work day shall report to work after being released by the court unless they submit for annual leave time for the remaining hour(s), and staffing allows it.

(b) Death in the Immediate Family

1. An employee shall, upon request, be granted up to 24 hours (8 hour shift and 24 hour shift) administrative funeral leave on the death of any member of the immediate family, as defined in this subsection. In the event that the death requires attendance at a funeral outside of the State of Florida, the employee shall be granted 40 hours (8 hour shift) or 48 hours (24 hour shift) of administrative funeral leave.
2. Immediate family members for the purposes of this subsection are defined as grandparents, parents, spouse, brothers, sisters, children and grandchildren of either the employee or the employee's spouse.
3. An employee requiring administrative leave due to death in the immediate family shall communicate to the immediate supervisor giving the name of the deceased and his or her relationship to the employee. This information shall be written on the District's Time Off form for payroll accountability.

(c) Elections

1. Employees who reside out of the District who live at such a distance from the assigned work location as to preclude voting outside of working hours may be authorized a maximum of two (2) hours of administrative leave for this purpose if staffing requirements are met. Employees who will need more than two (2) hours to vote should anticipate on-duty requirements and arrange for use of absentee ballots within their local community or arrange for replacement in advance.
2. In District employees are encouraged to vote prior to reporting for duty but may be granted one-half (½) hour of administrative leave for the purpose of voting during normal working hours if valid circumstances prevent the employee from reaching the polls prior to their reporting time and staffing requirements are met.
3. An employee shall not be granted administrative leave to work at the polls during elections.

(d) Job Connected Leave with Pay (See Collective Bargaining Agreement.)

(e) Job Related Meetings and Conferences (See Collective Bargaining Agreement.)

(f) Jury Duty (See Collective Bargaining Agreement.)

(g) Military Duty

1. Pursuant to Chapter 115.07, Florida Statutes, an employee who is a member of the United States Armed forces Reserves, including the National Guard, shall, upon presentation of a copy of the employee's official orders be granted administrative leave during periods in which the employee is ordered to active duty or for training.

2. Leave of absence granted as a matter of legal right under the provisions of Florida Statute 115.07 shall not exceed seventeen (17) working days in any one annual period. Administrative leaves of absence for additional or longer periods of time for assignment to duty for functions of a military character shall be without pay and shall be granted by the employing or appointing authority.
 3. With respect to any officer of an employee whose working day consists of a shift measuring in hours, each such twelve (12) hour shift or less shall equal one (1) working day leave of absence. All other shifts over twelve (12) hours and up to twenty-four (24) hours shall equal two (2) working days leave of absence. An leave without pay taken for this purpose shall not advance an employee's anniversary date.
 4. Examinations for Military Service – An employee who is ordered to report for physical examination with the Selective Service System shall, upon presentation of official orders, be granted administrative leave for this purpose.
 5. A copy of the activation order or training order must be provided to the Fire Chief prior to the employee being granted leave.
 6. Unpaid Military Leave – See Section 8.07(1)
- (h) Other Leave With Pay – With approval of the Fire Chief, an employee may be granted administrative leave for purposes not otherwise covered in subsection 8.06(1).
- (2) Annual Leave – The purpose of the annual leave is to provide employees assigned to established positions an opportunity to be absent from work for approved absences without loss of pay or benefits. Approved “vacations” are beneficial to employees and to the District. Each employee is encouraged to take annual leave in sufficient increments as to allow sustained time away from normal work activities. Bargaining unit members shall refer to the Collective Bargaining Agreement for the use of annual leave.
- (a) Absences for which annual leave may be authorized as outlined in the Collective Bargaining Agreement include:
1. Vacations
 2. Personal Leave for:
 - a. Medical Appointments
 - b. Short term illnesses or injuries
 - c. To attend to family members during illness or recovery
 - d. Personal court appearances
 - e. Funerals not covered under administrative leave
 - f. Religious holidays of the employee's father or
 - g. Other approved reasons not covered above.

(See SOP #121 – Family and Medical Leave Policy (FMLA))
 3. Emergency Leave – Subject to supervisory approval.

(b) Accrual of Annual Leave (See Collective Bargaining Agreement.)

1. Part-time employees and full-time employees who work less than the number of scheduled regular hours in the pay period due to initial employment, separation during the pay period due to initial employment, separation during the pay period or leave of absence without pay shall earn annual leave based on the normal hourly rate for the number of hours paid.
2. Annual leave earned during any pay period shall be credited to the employee on the last day of that pay period or, in the case of separation, on the last day the employee is on the payroll.

(c) General Provisions Governing Annual Leave (See Collective Bargaining Agreement.)

(3) Compensatory Leave (See Collective Bargaining Agreement.)

(4) Paid Holidays (See Collective Bargaining Agreement.)

(5) Sick Leave (See Collective Bargaining Agreement and SOP #121 for Family and Medical Leave Policy – FMLA)

(a) Accrual of Sick Leave (See Collective Bargaining Agreement.)

(b) General Provisions Governing Sick Leave

1. Any employee who uses sick leave in an amount of time which is less than a full hour shall be charged with such leave to the nearest quarter ($\frac{1}{4}$) hour of an hour according to the guidelines set forth in subsection 8.06(2)(c)(4).
2. Notification of absence due to illness, injury or exposure to contagious disease shall be given to the Battalion Chief at Station 71 at least one hour in advance of the employee's inability to report for duty. Failure to notify appropriate supervisory personnel as required may be considered grounds for denial of sick leave or other disciplinary action as outlined in Chapter XIII.
3. Use of sick leave shall not be authorized prior to the time it is credited to the employee as outlined in the Collective Bargaining Agreement.
4. When District employees are on personal sick leave for **forty-eight (48) or more consecutive hours**, that shall provide a certificate from a "Licensed Medical Professional" or schedule an appointment with the District's Medical Director.
5. When an employee is on personal sick leave for more than a **cumulative total of ninety-six (96) hours** during a calendar year (Jan.1 – Dec. 31), a certificate from a "Licensed Medical Professional" shall be provided for each additional usage of sick leave.
 - a. The medical certification shall be signed by a physician stating that the employee was unable to perform his regularly assigned duties.

- b. In every case of extended illnesses or injury, employees shall submit a medical certification from their attending physician stating the employee is fit for full duty and must pass a physical ability test before resuming full duties.
 - c. Failure to produce a required medical certification may result in denial of sick leave or other disciplinary action as outlined in Chapter XIII.
6. An employee who becomes ill while on approved annual leave, compensatory leave or maternity leave shall be allowed to use accrued sick leave credits to cover the period of illness; however, an employee who is on any other type of leave, with or without pay, shall not be allowed to use sick leave credits while on leave.
- (d) Payment for Unused Sick Leave (See Collective Bargaining Agreement.)
 - (e) Transfer of Sick Leave (See B-Bank Policy in Collective Bargaining Agreement.)
 - (f) Sick Leave Incentive (See Collective Bargaining Agreement.)
 - (g) Sick leave Pool (See Collective Bargaining Agreement – Extended Sick Leave Policy.)

8.07 Unpaid Leave

ALL LEAVES OF ABSENCE WITHOUT PAY SHALL BE REQUESTED IN WRITING AND AUTHORIZED IN ADVANCE BY THE FIRE CHIEF. THE LEAVE AUTHORIZATION SHALL SPECIFY A STARTING AND ENDING DATE.

- (1) Active Military Service
 - (a) Recall to Active Military Duty – A career service employee who is a member of a military reserve component or the National Guard who is ordered to active duty to fulfill his primary military obligation shall, upon request, be granted a military leave of absence without pay for this period of time upon presentation of official military orders.
 - (b) Enlistment or Conscription – A career service employee enlisting or conscripted for military service in defense of the United States or conscripted by act of Congress for military training, shall, upon request, be granted a military leave of absence without pay for this period of time upon presentation of official military orders.
- (2) Compulsory Disability Leave
 - (a) An employee who is incapacitated for work who may be seen as posing a danger to himself or others because of illness or injury may be required to submit a physical or psychological examination by a qualified professional at the District’s expense. If the report of the examination indicates that the employee is unable to perform his duties, the Fire Chief, with approval of the Board of Fire Commissioners may place the employee on compulsory disability leave.
 - (b) During a period of compulsory disability leave the employee may use accrued sick leave, annual leave, compensatory leave or approved sick leave pool benefits as

outlined in the Collective Bargaining Agreement.

- (3) Family Leave (See Family and Medical Leave Policy (FMLA) in SOP #121)
- (4) Maternity Leave (See Family and Medical Leave Policy (FMLA) in SOP #121)

- (5) Other Leave Without Pay (Leave of Absence) – Based on a recommendation from the Battalion Chief and comments by the Assistant Chief, the Fire Chief may authorize an employee leave without pay for reasons other than those provided in this chapter for a period not to exceed six (6) calendar months.

- (6) Parental Leave (See Family and Medical Leave Policy (FMLA) in SOP #121)

CHAPTER IX

CODE OF ETHICS

9.01	<i>Statements of Policy</i>
9.02	<i>Gifts</i>
9.03	<i>Ethics</i>
9.04	<i>Employee Notification Requirements</i>
9.05	<i>Administration of Code of Ethics</i>
9.06	<i>Outside Employment</i>
9.07	<i>Political Activities and Unlawful Acts Prohibited</i>

9.01 Statements of Policy

THE ENGLEWOOD AREA FIRE CONTROL DISTRICT AFFIRMS IT COMMITMENT TO THE CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES AS SET FORTH IN PART III OF CHAPTER 112, FLORIDA STATUTES AND SPECIFICALLY ENDORSES THE FOLLOWING DECLARATIONS OF POLICY.

- (1) It is essential to the proper conduct and operation of government that public officials and employees be independent and impartial and that public office not be used for private gain other than the remuneration provided by law. The public interest, therefore, requires that law protect against any conflict of interest and establish standards for the conduct of elected officials and government employees in situation where conflicts exist.
- (2) It is also essential that government attract those citizens best qualified to serve. Thus policies against conflict of interest must be so designed as not to impede unreasonably or unnecessarily the recruitment and retention by government of those best qualified to serve. Public officials should not be denied the opportunity, available to all other citizens, to acquire and retain private economic interests except when conflicts with the responsibility of such officials to the public cannot be avoided.
- (3) It is hereby declared to be the policy of the District that no officer or employee shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest.
- (4) It is declared to be the policy of the District that public officers and employees are agents of the people and hold their positions for the benefit of the public. Such officers and employees are bound to observe, in their official acts, the highest standards of ethics regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people of their government must be of foremost concern.

9.02 Gifts

No District employee or member of the employee's family shall accept gifts of any type, price or size from any person or firm doing business with the Englewood Area Fire Control District, or any person who intends to do business with the District, that would reasonably tend to influence the employee in the discharge of the employee's official duties or give the appearance of the employee being improperly influenced.

9.03 Ethics

All employees shall behave in a completely ethical, truthful and honorable manner in all dealings with the public and other District employees. To avoid misunderstandings and conflicts of interest, the following policies are adopted in accordance with Chapter 112, Florida Statutes “Code of Ethics for Public Officers and Employees”.

- (1) No employee of the District shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor or service based on the understanding that any official action or judgment of the employee would be influenced thereby.
- (2) No employee acting in his official capacity shall either directly or indirectly purchase, rent or lease any realty, goods or services for the District from any business entity in which he or his spouse or any of the children, parents, grandparents or grandchildren of the employee or his spouse is an officer, partner, director or proprietor or in which the employee or his spouse or any of the children, parents, grandparents or grandchildren of the employee or his spouse, or any combination of them has a financial interest.
- (3) No employee, acting in a private capacity, shall rent, lease or sell any realty, goods or services to the District.
- (4) No employee of his spouse or minor child shall, at any time, accept any compensation, payment or thing of value when the employee knows, or with the exercise of reasonable care should know, that it was given to influence any action in which the employee was expected to participate in his official capacity.
- (5) No employee shall use or attempt to use his position or any property or resource which may be within his trust to secure special privileges, benefits or exceptions for himself or others.
- (6) No employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with the District.
- (7) No employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the District.
- (8) No employee shall accept employment or engage in any business or professional activity which he might reasonable expect would require or induce him to disclose confidential information acquired by him by reason of his official position.
- (9) No employee shall disclose or use information not available to members of the general public and gained by reason of his official position for his personal gain or benefit or for benefit of any other person or business entity.
- (10) No employee shall transact any business in his official capacity, or advocate or advise any other District employee to transact business with any business of which he is an officer, director, agent or member or in which he is an officer, director, agent or member or in which he owns a financial interest.
- (11) No employee shall have personal investments in any enterprise which would reasonably create a conflict between his private interests and the public interest.

- (12) No employee shall hold direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association or trust whether fictitiously named or not, which is subject to the regulation of, or which has business transactions or commitments with, the Englewood Area Fire Control District.

9.04 Employee Notification Requirements

- (1) Any employee who is, or becomes, an officer, director, partner, proprietor, associate or general agent or member of, or who owns or acquires a financial interest in any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, trust or other business entity which is subject to the regulation of, or which has business transactions or commitments with the District shall file a statement to this effect with the Fire Chief within five (5) working days of the effective date of this subsection, or within five (5) working days after becoming affected by this subsection. The statement shall disclose the nature and extent of the relationship and financial interest the employee holds with the entity.
- (2) Any employee who submits an application for employment or for a contractual relationship for remuneration with an individual or firm doing business with or subject to regulation by the District shall report such application to the Fire Chief in writing within five (5) working days of having made application.
- (3) Any employee who received an offer of employment or for a contractual relationship for remuneration from an individual or firm doing business with or subject to regulation by the District shall report such offer in writing to the Fire Chief within five (5) working days of such offer.
- (4) Any employee who received an offer of a gift from any individual or firm doing business with or regulated by the District shall report such offer in writing to the Fire Chief within five (5) working days of such offer.

9.05 Administration of the Code of Ethics

- (1) Where a question arises concerning whether or not any activity conforms to the Code of Ethics, the Fire Chief, with advice from General Counsel, as needed, shall decide the question. Any employee wishing to determine whether a proposed activity would be prohibited may document the circumstances of the proposed activity and request an opinion from the Fire Chief. Copies of the request and resulting opinions shall be provided to the employee prior to engaging in the activity.
- (2) Employees who violate the Code of Ethics as defined herein, or in Chapter 112, Florida Statutes, shall be subject to disciplinary action up to and including dismissal from District employment and, in the event found guilty of violating Chapter 112, Florida Statutes; civil penalties not to exceed \$5,000.00.

9.06 Outside Employment

- (1) No employee of the Englewood Area Fire Control District shall engage in any other employment or contractual relationship for remuneration with an individual or firm unless and until the employee has submitted a written request and received written authorization for that outside employment or contractual relationship from the Fire Chief.
- (2) All requests for outside employment or contractual relationship for remuneration shall include a complete description of duties, scope and hours of such employment or contractual relationship; the business name, address and telephone number of the individual or firm with whom or with which the employments or contractual relationship is contemplated; and a statement as to whether that individual or firm is known to do business or be subject to regulation by the District.
- (3) Requests for outside employment shall be reviewed by the Fire Chief shall review the request for approval of outside employment or contractual relationship regarding compliance with this Chapter, potential violations of any other provisions of these policies as well as possible adverse impact on the duties and responsibilities of the employee's present position with the District.
- (4) A copy of any request for outside employment or contractual relationship shall be placed in the employee's personnel file.

9.07 Political Activities and Unlawful Acts Prohibited

- (1) No person shall be appointed to, demoted or dismissed from any position or in any way favored or discriminated against with respect to employment with the District because of race, color, sex, religion, creed, handicap, age, national origin or political opinion or affiliations.
- (2) No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure for any person an appointment or advantage in appointment to a position in the District, or an increase in pay or other advantage in employment in any such position, for the purpose of influencing the vote or political action of any person, or for any consideration; provided, however, that letters of inquiry, recommendations and references by public employees or public officials shall not be considered political pressure unless any such letter contains a threat or intimidation or irrelevant, derogatory or false information.
- (3) No person shall directly or indirectly give, render, pay, offer, solicit or accept any money, service or other valuable consideration for or on account of any appointment, promotion or proposed promotion to or any advantage in a position in the Englewood Area Fire Control District.
- (4) As an individual, each employee retains all rights and obligations of citizenship provided in the Constitution and Laws of the State and the Constitution and Laws of the United States. However, no employee of the District shall:

- (a) Hold, or be a candidate for elective public or political office while in the employment of the District or take any active part in a political campaign while on duty or within any period of time during which they are expected to perform services for which they receive compensation from the District.
 - (b) Use the authority of his position to secure support for or oppose any candidates, party or issue in an election or effect the results thereof.
 - (c) Use any promise of reward or threat of loss to encourage or coerce any employee to support or contribute to any political issue, candidate or party.
 - (d) Display on their person or vehicle used for official business while on duty or in their workplace any button, sign, decal or other symbol of support for any political party or candidate for public office.
- (5) Any person who violates any provision of this section shall be subject to disciplinary action up to and including dismissal from District employment, and, if found in violation of Chapter 112, Florida Statutes, civil penalties not to exceed \$5,000.00.

CHAPTER X

HUMAN RESOURCE DEVELOPMENT

<i>10.01</i>	<i>Statements of Policy</i>
<i>10.02</i>	<i>Employee Orientation</i>
<i>10.03</i>	<i>Performance Appraisal</i>
<i>10.04</i>	<i>Training</i>
<i>10.05</i>	<i>Educational Assistance</i>
<i>10.06</i>	<i>Employee Recognition Programs</i>

10.01 Statements of Policy

- (1) The Englewood Area Fire Control District recognizes the value of developing its human resources to their fullest potential. It is the policy of the District to make available to employees the opportunity for training, career development and advancement consistent with individual ability, performance and goals of the District.
- (2) It is the policy of the District to maintain a system of performance appraisal that provides:
 - (a) On-going and structural communication between supervisors and employees to facilitate frank and constructive feedback, coaching and counseling in ways to improve performance, communicate evolutionary changes in job expectations and identify training needs.

10.02 Employee Orientation

- (1) All new employees shall attend an initial orientation program conducted by the Training Director and designed to acquaint new employees with the benefits, policies and responsibilities of employment with the District.
- (2) Orientation shall be conducted as scheduled by the Training Director and may constitute the initial employment assignment for new District employees. Should the new employee start outside of the regularly scheduled orientation, the new employee will be instructed to report to the Administrative Office to complete the necessary informational forms and enrollments to complete payroll requirements. The employee shall then report to the next scheduled orientation.
- (3) All new employees shall report for work with the District to the Administrative Office or a designated location, at a time specified by the Fire Chief, for the purpose of attending the orientation program.
- (4) Exceptions to mandatory attendance at the orientation program may be granted by the Training Director in cases where the attendance by one or more critical employees would disrupt the capability of the Administrative Office to provide essential governmental services.

- (5) Proceeding or following the District's orientation program, the new employee shall be assigned to the Training Division of the Fire Department for Department Orientation sessions to fulfill all related OSHA and Apprenticeship requirements. The District shall advise the Bargaining Unit Representative of a new employee's effective date and accommodate groups of firefighters hired at the same time, shall include time for Employee Organization Representative presentation.

10.03 Performance Appraisal

(1) Appraisal System

- (a) A performance appraisal system developed by labor-management and accepted by the Fire Chief, which includes peer/subordinate review process, shall not be used for promotion or retainage . The goal of the review process shall be to improve employee performance by the following:
1. As a basis for individual career counseling;
 2. As a basis for determining whether an employee's performance is proficient to department standard. This will help to identify those areas needing improvement and establish methods (planning/discussion) to achieve those improvements.
- (b) The performance of each employee shall be reviewed as prescribed herein by his or her immediate supervisor, supplemented as appropriate by input from others with knowledge of the employee's performance and reviewed by the next higher level supervisor.

(2) Appraisal Periods

Performance appraisals shall be conducted as follows:

- (a) Probationary Appraisals – Each employee shall be informed of job expectations upon appointment to a class and provided regular feedback on job performance while serving the probationary period established for that class.
1. The performance of each employee shall be appraised once a month for the duration of the probationary period as outlined for each class to which the employee is appointed.
 2. Any employee whose job performance while serving the probationary period established for a class is appraised as being below expectations shall not attain regular status in that class and shall be referred to the Training Committee for remedial recommendations.
- (b) Anniversary Appraisals – The performance of each employee may be appraised annually, prior to his or her anniversary date per District SOP developed by Labor-Management.

(3) Procedures

- (a) When a performance appraisal has been finalized by the immediate supervisor, it shall be reviewed with the employee, who shall be asked to sign the appraisal report acknowledging receipt and allowed to affix or attach any comments the employee wishes to make:
 - 1. Upon completion of the appraisal interview by the supervisor with the employee, it shall be reviewed by the next higher level supervisor.
- (b) When the performance of any employee in a class is appraised as being below expectations, the immediate supervisor shall attempt to assist the employee in overcoming identified performance deficiencies. If required, the immediate supervisor shall refer said deficiencies for remediation. Job performance deficiencies shall be referred to the Training Committee for recommendation of remediation and those outside of the scope of job duty performance will be referred to the appropriate higher supervisor as outlined in Chapter XIII of these Personnel Policies. The employee's performance shall be appraised again each thirty (30) calendar days thereafter per recommendations outlined by the Training Committee or through other action. (See Chapter XIII.)
 - 1. If the employee fails to reach a "meeting expectations" classification by the end of the recommended period, the matter shall be referred for appropriate corrective action as outlined in Chapter XIII.

10.04 Training

- (1) The Training Director shall be responsible for overall coordination and administration of the District training program.
- (2) Records shall be maintained by the Training Director of all training programs completed by each employee.
- (3) Mandatory Supervisory Training
 - (a) The Training Director shall develop, implement and administer any mandatory District wide supervisory training program.
 - 1. An employee appointed to supervisory position shall complete the supervisory training program prescribed by the Training Director in order to complete satisfactorily the probationary period for the class.
 - 2. Battalion Chiefs and Lieutenants shall attend and complete such continuing education and training programs which applies to the Fire Department and Operation as may, from time to time be required by the Training Director.

- (4) Department Required Training
 - (a) All personnel are responsible for the attendance and completion of all required training consisting of, but not limited to, Apprenticeship Requirements, EMS and Fire In-Service Training, Company Drills and Specialty Training as developed and reviewed through the Training Committee and implemented by the District.
 - (b) All EMS training defined and/or implemented by the Medical Director and as required by the State of Florida for the renewal of their EMT/Paramedic license.
- (5) Mandatory required training shall be noticed as outlined in the Collective bargaining Agreement.

10.05 Educational Assistance (See Collective Bargaining Agreement.)

10.06 Employee Recognition Programs

The Fire Chief shall coordinate employee recognition programs involving the award of plaques, pins and certificates to eligible employees of the District. Please consult District SOP #117 introducing most current employee recognition programs.

CHAPTER XI

EMPLOYEE CONDUCT

<i>11.01</i>	<i>Statements of Policy</i>
<i>11.02</i>	<i>Substance Abuse</i>
<i>11.03</i>	<i>Standards of Conduct</i>
<i>11.04</i>	<i>Substance Testing</i>
<i>11.05</i>	<i>Professional Requirements</i>
<i>11.06</i>	<i>Station Requirements</i>
<i>11.07</i>	<i>Personal Responsibility</i>

11.01 Statements of Policy

- (1) Standards of conduct are established for the benefit of the public and employees of the Englewood Area Fire Control District. Employees may expect an agreeable place to work and supervisors may expect orderly and proper conduct from employees. At the same time, it is necessary that orderly, safe and efficient service to the public be assured.
- (2) The standards of conduct outlined in this chapter are intended to provide employees of the District with guidance on proper conduct. They are not intended to restrict the privileges of anyone. The standards are designed to assure the rights and safety of employees and quality services to the public.
- (3) The standards of conduct are not all-inclusive. Any action considered counterproductive to efficient and effective operations and the delivery of services to the public could subject an employee to disciplinary action.
- (4) Employees of the District are expected to conduct themselves in a manner which will favorably reflect upon the District and themselves. At the same time, the District affirms that what an employee does on his or her own time is normally exclusive of the employee/employer relationship. Therefore, the employee will generally not be subject to disciplinary action for conduct which occurs on his or her own time. However, such exception is not absolute. If an employee's outside conduct subjects the District to criticism or causes the employee to be unable to perform his or her duties in the proper and unusual manner, or to appear at work, then management is justified in taking appropriate disciplinary action.
- (5) It is the policy of the District to provide a work environment that is free from any form of harassment.
- (6) When employees are on District property, they shall be subject to the District's standards of conduct regardless of whether or not they are on duty.
- (7) Employees representing the District at a location other than their normal place of work shall comply with the standards of conduct.
- (8) Each employee shall be held responsible for knowing and understanding these standards of conduct. Any questions should be referred to the immediate supervisor or to the Fire Chief.

11.02 Substance Abuse

- (1) Abuse of alcoholic beverages or controlled substances, or the consumption of illegal substances by employees and potential employees is a significant problem both for safety of the employee and the liability of the District.
- (2) The Englewood Area Fire Control District has a responsibility to provide quality services to it's citizens in a timely and cost effective manner. Employees at any and all levels in the organization who have drugs or alcohol in their systems may impair their ability to perform their duties at full, efficient capacity. Impaired judgment on their part may have serious consequences for the District through increased safety risks, potential accident liabilities, increased workers' compensation liabilities and potentially faulty decision making.
- (3) Employees who may be involved in the abuse of controlled substances or the use of illegal drugs, whether on or off the job, or who abuse alcohol off the job to such an extent that work performance is affected, have an adverse impact on the District's ability to maintain a safe work environment and to provide the services expected by it's civilians.
- (4) The Englewood Area Fire Control District, recognizing that drug and alcohol abuse is a growing problem within our nations' work force, urges self-referral to the employee assistance program (EAP) described in Chapter XIV for any employees who is concerned that he or she may have a problem with substance abuse, and mandates managerial referral to the employee assistance program when job performance is affected as outlined in Chapter XIII.
- (5) Employee education and training programs shall provide information about the effects of dug use and the detection of drugs.

11.03 Standards of Conduct

The following standards of conduct apply to all employees of the Englewood Area Fire Control District. A violation of any of these standards of conduct shall subject the employee to disciplinary action which, as determined by the nature and severity of the infraction, may range from oral reprimand to dismissal from District employment.

- (1) Conduct creating an intimidating, hostile or offensive working environment shall not be tolerated.
 - (a) Any form of harassment relating to race, color, sex, religion, national origin, age, marital status or handicap of any employee or applicant is a violation of this policy and shall be treated as a disciplinary matter. Harassment includes, but is not limited to, abusive language, slurs, jokes, graphic or physical conduct. Harassment of a District employee by a non-employee shall be reported via the chain of command for investigation.

(b) Sexual harassment is deliberate or repeated unsolicited comments, gestures or physical contact of a sexual nature which is unwelcome. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment debilitates morale and interferes in the work productivity of it's victims and co-workers. Prohibited conduct includes offensive sexual flirtation, advances, touching, obscene gestures or propositions, verbal abuse of a sexual nature, explicit or degrading comments about another individual or his or her sexual characteristics or any offensive or abusive physical contact or conduct.

1. It shall be a violation of this policy for anyone to:

- a. Make advances or request sexual favors when submission or rejection of such conduct is the basis either implicitly or explicitly for imposing or granting terms and conditions of employment which either favorably or adversely affect the employee's welfare.
- b. Grant, recommend or refuse to take any personnel action because of sexual favors or as a reprisal against an employee who has rejected or reported sexual advances; and disregard or fail to investigate allegations of harassment, whether reported by an employee who is the subject of the alleged harassment, or witness; or fail to take immediate corrective action in the event of misconduct that has occurred.

2. A confidential investigation of any complaint or sexual harassment shall be undertaken immediately. The complaint shall be investigated with care and shall remain confidential. Records relating to complaints of sexual harassment shall be exempt from the disclosure requirements of the Public Records law pursuant to subsection 119.07(3)(v), Florida Statutes.

3. Any employee who is found to have discriminated against another employee through sexual harassment or retaliation shall be subject to disciplinary action.

4. Any supervisor or administrative official who received a complaint of sexual harassment or retaliation, either informally or formally, and does not take appropriate action shall be subject to disciplinary action.

5. Any employee who knowingly files a false complaint of sexual harassment or retaliation against another employee shall be subject to disciplinary action.

(2) Abuse, neglect or exploitation of other employees, clients or members of the public by employees or others is strictly prohibited. Employees who commit such infractions or fail to report such infractions shall be subject to disciplinary action as outline in Chapter XIII.

(3) Fraudulent activity with respect to administration or receipt of District services shall not be tolerated. An employee involved in fraudulent activity with respect to District services shall be subject to disciplinary action as outlined in Chapter XIII. Any employee who knows that a District employee, or an applicant for or recipient of District services, is involved in fraudulent activity with respect to administration or receipt of District services and does not report such information, shall be subject to disciplinary action as outlined in Chapter XIII.

- (4) No employee shall apply physical force to another District employee, client or member of the public, except to the extent that it reasonably appears to be essential to do so in self-defense, to prevent injury to a person or a District employee, client or member of the public exhibits violent physical resistance to a lawful and reasonable command. Under no condition shall a District employee, client or member of the public be harassed, terrorized or threatened with embarrassing or degrading experiences. Punishment or sanctions against District employees, clients or members of the public shall be imposed only by employees who have specifically been delegated the authority to do so and shall be reasonable and proportionate to the nature and severity of the infraction as outlined in Chapter XIII.
- (5) Solicitation
 - (a) The solicitation of contributions, memberships, services, sales, signatures, endorsements or other types of solicitations, except for the annual MDA, American Cancer Society fund drives and other charitable solicitations specifically authorized in writing by the Fire Chief shall not be permitted during the working time of any employee involved in the solicitation. The circulation or passing of any petitions or other documents for the purposes of obtaining signatures is also prohibited during working time except for official business as coordinated through the Fire Chief and/or IAFF representatives. For these purposes, working time does not include lunch or other break times.
 - (b) Solicitation or distribution of any materials for any purpose by non-employees in District work areas is prohibited at all times.
- (6) Violence, fighting and threatening or intimidating behavior aimed at or involving other employees, clients or the general public at any time while on duty is counterproductive and shall not be tolerated.
- (7) Use of threatening, profane or abusive language toward fellow employees or other persons while engaged in the performance of official duties shall not be tolerated.
- (8) Employees are prohibited from revealing confidential information in District records to unauthorized persons.
- (9) Reporting for work under the influence of alcoholic beverages, narcotic or hallucinogenic drugs is prohibited. The unauthorized introduction, possession or use of alcoholic beverages, narcotics or hallucinogenic drugs on District premises or other job-related work sites is prohibited.
- (10) Every employee has the responsibility to protect and safeguard property, equipment or materials of the District and other employees. No employee shall be in unauthorized possession of any property, regardless of value of the District, its clients or employees or attempt to remove such property from the premises without prior written authorization from the appropriate authority. Conduct such as theft of any material from the District, clients or employees so severely ruptures the confidence an employer must have in its employees that such an act will result in severe disciplinary action and legal recourse.
- (11) Consistent with the provisions of the Florida Clean Indoor Air Act, there shall be no smoking in any District buildings and facilities. In addition to the Florida Clean Indoor Air Act the following restrictions on the use of tobacco products shall be adhered to:

- (a) Tobacco products may be consumed outside of the fire station.
 - (b) No tobacco products will be consumed in emergency vehicles.
 - (c) Receptacles will be utilized for the disposal of waste caused by the use of tobacco products (i.e., cigarette butts). These receptacles shall be emptied by the end of each shift.
- (12) There will be no long distance telephone calls made through the District telephones without permission from the Officer in Charge.
- (a) Since the District utilizes different telephone systems due to the different geographical locations within the jurisdiction, all authorized long distance calls shall be made and logged in accordance with standing practices for your station and/or Battalion Chief.
 - (b) Personal calls must be limited to five (5) minutes maximum on all District telephones during normal business hours. Personal telephone calls made after business hours may be extended longer at the discretion of the officer in charge.
- (13) Illegal gambling is forbidden on District premises or at any other job-related work site during working hours.
- (14) Employees are expected to be a work during their regularly scheduled hours and to observe limitations of rest and meal periods unless otherwise authorized by their respective supervisors. In addition, employees shall notify their immediate supervisors or designees of any anticipated absences. A violation of this standard will result in an offense of tardiness, absenteeism or absence without authorized leave.
- (15) Prior authorization must be secured for any employee to occupy, use or operate and District property or facility.
- (16) Unauthorized possession of weapons and firearms on District property, or at any other place while in duty, is prohibited.
- (17) The Florida Computer Crimes Act, Chapter 815, Florida Statutes, provided that the introduction of fraudulent records into a computer system, the unauthorized use of computer facilities, the alteration or destruction of computerized information, the stealing of data from computer files and unauthorized access to any computer, computer system or computer network is prohibited. Computer crimes are a violation of the District's disciplinary standards any also result in felony criminal charges.
- (a) Unauthorized use or misuse of computer equipment or facilities includes the utilization of computer hardware and software to conduct personal business applications (part-time jobs) or improper use of electronic mail. All employees are so informed that the network supervisor will continue to periodically evaluate all uses of the computers and networks throughout the District and any misuse or misconduct arising from the employee's application of the computer hardware, computer files or e-mail will be considered; in part or it's entirety; be part of, or grounds for disciplinary action.
- (18) Employees shall not knowingly omit information or submit inaccurate or false information for, or on, any District records, report or document.

- (19) The welfare and safe conduct of its employees, clients and members of the public are of a paramount importance to the District. Disregard for rules and regulations designed to assure health and safety cannot be condoned. Employees are expected to report promptly to the appropriate supervisor any injury or illness.
- (20) While sufficient latitude is allowed for employees to keep current with styles or trends, it is the District's policy that its employees maintain dress and grooming standards as determined by the Fire Chief as appropriate for services provided through the type of work performed.
 - (a) District issued uniforms and/or parts of issued uniforms are not to be worn at any time when off-duty unless representing the District in an official capacity, at which time, the employee shall wear their uniform in compliance to directives and policies as outlined by the District and contained herein. For application of this rule, when wearing personal articles of clothing identifying you as an employee of the Englewood Area Fire Control District to the general public you are considered to represent the District. When representing the District in an official capacity, employees shall conduct themselves in accord to these rules and regulations at all times.
- (21) In order for the District to realize its objectives, it is absolutely necessary that employees perform work assignments within the scope of their job. If appropriate and practical, employees will be advised of the reason for particular assignments. Refusal to perform assignments shall normally result in the employee being charged with insubordination. Ordinarily, an employee is expected to carry out lawful work assignments unless such assignments create a safety hazard. In such cases, the employee should attempt to eliminate the dangerous aspects of the assignment. However, since some jobs by their nature involve hazardous work, employees may be reasonably expected to perform such assignments.
- (22) Prohibited concerted activities such as slow-down of work; abstinence, in whole or in part, by an employee or group of employees from performance of their duties; a mass call-in alleging sickness; and work stoppage is illegal and shall not be tolerated. Such personal conduct on the part of the employees constitutes insubordination, willful violation of rules and regulations and conduct unbecoming a public employee or misconduct.

11.04 Substance Testing

- (1) Employees are required to report to work substance degree in a state of mind and physical condition so as to be able to perform their assigned duties safely and competently. Employees whose behavior or performance suggest the influence of alcohol, drugs or controlled substances, may be required to submit to a drug or alcohol test, if approved by the Fire Chief. Refusal to submit to such test shall be considered insubordination. Employees required to submit to testing will be notified in writing of the reason for the testing prior to the sample being given (i.e., form presentation at the time of notification).
- (2) An employee shall be subject to substance or alcohol test if there is reasonable suspicion that her or she is impaired while on duty. Impairment is defined as being unable to perform assigned duties safely and competently due to the use of alcohol or controlled or illegal substances. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or such that the employee's ability to perform the job safely is reduced.

- (3) Possession, sale, distribution or use of illegal substances by an employee while on duty or during lunch or other breaks or at any time while the employee is on a District worksite or District working time is strictly prohibited. Employees testing positive shall sign a “Last Chance Agreement” and are subject to disciplinary action.
- (4) Failure by any employee to notify his or her supervisor before beginning work when taking medications or drugs which may interfere with the safe and effective performance of duties or operation of District equipment may result in disciplinary action.

11.05 Professional Requirements

- (1) Employees and all personnel, while representing the District, or giving the appearance thereof, are expected to conduct themselves in a mature, courteous and professional manner. In addition, to compliance of grooming, uniform and professional appearance standards as outlined in District policies or SOPs in their persons and surroundings; employees are expected to conduct themselves with due regard to decent language, moral conduct, self discipline and discretion.
 - (a) A substantial investment has been made by the public to train personnel in life and fire safety and it is the intent of the District that personnel so trained are authorized, when off-duty, to provide appropriate assistance in accordance with ethical and professional conduct required of Fire and EMS personnel whenever the threat of fire or serious injury to the public may occur.
 - 1. Off-duty personnel, when assisting with an emergency scene, shall be considered on-duty for the duration of their service and shall comply to all safety regulations and considerations to the best of their ability and without jeopardy to their personal well-being.
- (2) Any employees or other personnel of the District, who are charged with any violation pursuant to Federal, State or Local laws, shall immediately notify their immediate supervisor or Battalion Chief as soon as practical. Based upon the nature and circumstances surrounding the event through an informal inquiry, a formal investigation may be conducted.
 - (a) Any conviction of any offense pursuant to Chapter 633, Florida Statutes, or Chapter 401, Florida Statutes, shall be grounds for disciplinary action.
- (3) Any act of insubordination to any officer may be grounds for disciplinary action.
 - (a) Prompt obedience shall be given to any lawful order communicated by senior officers pertaining to District business. Personnel of the District must at all times address senior officers by their proper titles while on duty with no abbreviation thereof.
 - (b) Personnel of the District shall not be guilty of negligence.
 - (c) Sarcasm, rudeness and insolence directed toward a supervisor or any employee in an acting supervisor or any employee in acting supervisory capacity shall be deemed a form of insubordination.

- (4) All officers and supervisors are expected to adhere to the demeanor and conduct of their assigned rank and position. Misuse of authority or position of any kind shall not be tolerated.
- (a) Personnel must notify the District at least one hour in advance of their inability to report for duty.
 - (b) Personnel shall be at their station and ready to perform their duties as assigned when their shift starts.
 - (c) Any employee who is absent without authorized leave for two (2) consecutive work days shall be deemed to have abandoned their position and to have resigned unless extenuating circumstances have been determined by a formal investigation into the incident. Based upon the circumstances and the actions of the employee, disciplinary action may be taken.
 - (d) Personnel requesting the use of sick leave, Federal Medical Leave Act (FMLA) or are excused from full duty due to a job related injury or illness through Workers' Compensation shall remain at home recuperating from their illness or injury unless completing a medically necessary appointment (i.e., doctor's visit, hospital outpatient, physical therapy) unless written authorization for other activity is approved and communicated by the Fire Chief of the District. All rules governing normal work attendance apply to personnel released and assigned to light duty work status. Abuse, misuses or noncompliance to documentation requirements in the use of sick leave, B-Bank Sick Leave, Workers' Compensation leave, injury time or the Federal Medical Leave Act (FMLA) will be grounds for disciplinary action.
 - 1. Employees and/or their supervisors are required to notify the District in writing as outlined in the current District policies or labor agreement of the following conditions:
 - a. Notice of on-the job injuries or illnesses, medical authorization, pregnancies and FMLA Family/Personal sick requirements.
 - b. Treatment schedules and restrictions
 - c. Notices and releases of job status on all Workers' Compensation claims and as required by the District for non-work related illness' (i.e., light duty, full duty, doctor's certificate of "Return-to-Duty" status).
 - d. Any medical information required by the District, risk management, Workers' Compensation carries or under current FMLA policies necessary to process claims in a timely fashion, to assist the employee in their recuperation or to approve and document FMLA benefits.
 - (e) Personnel requesting time off through other applicable leave benefits (i.e., vacation time, military leave, funeral leave, leave of absence, FMLA Birth/Adoption benefits) shall comply to all requirements governing the use of the benefit as outlined in Federal or State Statues, District policies, labor agreements or District SOPs. Abuse, misuses of leave benefits or noncompliance to required documentation will be grounds for disciplinary action.

- (6) Personnel must submit requests for a change or exchange of duty as outlined in the Collective Bargaining Agreement.
- (7) An employee's request for transfer must be made first to the employee's immediate supervisor, who will refer the request to the Battalion Chief for the determination of suitability and compliance to the District's transfer policy.
 - (a) Transfers between combat and specialty sections of the Operations Division or to another division of the District, done at the request of the employee shall make said employee ineligible to submit a request for transfer for a minimum period of two (2) years, or as outlined in the position advertisement.
- (8) Personnel must maintain a working telephone in their place of residence or a pager on their person in order that the District may contact them rapidly in an emergency. The number need not be listed in the public directory but it must be available to duty officers and the Administrative Offices.
 - (a) Personnel will, on such occasions as their permanent telephone number or address changes, shall advise the Administrative Office in writing of said change on the prescribed forms immediately.
 - (b) Under the provisions of Chapter 119, Florida Statutes, all personnel are to hold confidential the address, telephone number(s) and photographs of all certified firefighters and shall hold confidential the names, addresses, work location and school locations of each certified firefighter's spouse and children.
- (9) Personnel shall make all departmental reports and refer all official matters relating to the District to their immediate supervisor.
- (10) Emergency warning devices (red revolving and/or flashing lights) are not permitted on the personal vehicles of District personnel whether they are assigned either career or volunteer duties.
- (11) Radio transmitters, operating on frequencies assigned to the District shall be under District control and supervision of the Fire Chief regardless of ownership of the equipment. Personnel desiring to purchase and/or install such transmitters, shall secure written authorization from the Fire Chief prior to the purchase and/or installation. Any transmission which results in a violation of the FCC Rules and Regulations and upon any official action of that agency which may follow, shall constitute grounds for disciplinary action following an investigation and the revoking of the written authorization to maintain and operate said transmitter equipment.
- (12) Personnel being dispatched to incidents prior to shift exchange will complete the call in its entirety with no exchange of crew members on the scene or during transport to the hospital. Anyone held over due to handling the emergency are subject to overtime payment per District process.
 - (a) Completion of all run reports before leaving the station shall be accomplished by the responsible parties.
- (13) Personnel are required to stay on duty to maintain coverage and proper staffing when your tour of duty has ended at 0800 hours and your replacement has not yet arrived. Anyone required to stay over shall submit for overtime payment per District policy.

11.06 Station Requirements

- (1) On-duty personnel may retire any time after 2100 hours. On-duty personnel shall rise at 0700 hours daily. All stations bay doors will be closed and all doors leading into the station shall be locked during this time period. Station radio tone encoders shall be activated at 2100 hours and deactivated at 0700 hours the following morning
 - (a) During normal sleeping hours outer clothing shall be removed and proper sheets, pillow cases and/or sleeping bag shall be used. Adjunct sleeping devices are allowed as long as the adjunct device does not cause any damage to the issued linens. Bunks shall be made up and/or stripped on assigned days to “air” mattresses by 0700 hours each day.
 - (b) Personnel authorized to occupy bunks other than normal sleeping hours shall not remove their in-station uniform with the exception of shoes. When personnel are authorized to occupy bunks other than normal sleeping hours, the Officer-in-Charge shall assign one person to “watch” duty to maintain the availability to receive calls and greet the general public.
 1. During normal or authorized sleeping time, the bedspread covering shall be removed from the bunk. Bedspreads are not to be used as blankets nor are they to be laid upon. During periods of authorized sleep time other than normal sleeping hours, the beds shall be made up upon rising.
 - (c) Personnel may be permitted extended sleeping time at the discretion of the Officer-in-Charge. In this event, bunks must be made immediately upon rising.
- (2) Working on personal projects while on duty will be permitted provided it does not interfere with District duties and permission is obtained by the Officer-in-Charge. Projects must be completed within the shift it was begun. If this is not possible, the project must be removed from the facilities at the conclusion of the shift.
 - (a) Personal projects, washing or waxing of personal vehicles, boats, trailers, etc., will not be permitted at any time.
 - (b) All projects must remain out of sight from the general public.
 - (c) Use of department issued cleaning and maintenance products is prohibited for personal projects.
- (3) District insurance does not cover most liabilities to theft, damage or destruction of personal property. Parking, housing or storage of personal vehicles is not allowed inside the station. Personal property brought with the employee to the work location is at the risk of the employee.

- (a) The District has provided each employee a locker for personal use. It is intended that these lockers be used for storing of extra uniforms, bedding and personal grooming items. The locker is not meant for keeping money or valuables. Any suspicious activity around lockers should be reported to the Officer-in-Charge as would any break-in or theft. The District will not be responsible for personal items destroyed, lost or stolen from the lockers. Contents of the lockers are the sole responsibility of the assigned individual. Personnel will not maintain a locker at an unassigned station. When reporting to a new station assignment the employee will required to remove all personal items from their assigned locker, including the return of the locker key by the completion of their last tour of duty. Personnel will be issued a new locker by the Officer-in-Charge of their newly assigned station upon reporting for duty.
- (4) Cursing, swearing, quarreling, fighting or the use of vulgar or obscene gestures, language or actions during their tour of duty or when representing the District, is strictly against rules and regulations of the District.
- (5) Visitors are not permitted except by special permission of the Officer-in-Charge. Visitors are to be received in the lounge, conference room or office areas. Visitors shall remain in these areas unless they are on a guided tour. This rule may be modified on holidays and special occasions at the discretion of the Officer-in-Charge.
- (6) No person other than District personnel shall be permitted to ride upon, on or drive a District vehicle unless on official business with a representative of the District or without the authorization of the Fire Chief and a signed waiver of liability.
- (7) Any uniformed employee of the Englewood Fire District may be assigned by the Officer-in-Charge as needed and qualified, to drive and/or operate any unit of District apparatus assigned under their command. Personnel shall be assigned fairly and equitably to assigned station apparatus as they are qualified.
- (8) No animals, pets or mascots shall be authorized to be maintained, fed or housed, on a temporary or permanent basis, in District fire stations or on station property.
- (9) The District recognizes that the on-duty crew must cook and eat their meals during their tour of duty. It is also understood that different shifts and stations have their own routines for meal preparation and consumption ranging from “individually” prepared meals through “group” meals.
 - (a) Meals are to be consumed in facilities provided at the fire station. In no instance shall personnel eat meals in restaurants or food preparation facilities.
 - (b) The District requires the consolidation of trips and errands to the stores in an effort to avoid excessive trips.
 - 1. One member of the crew is to remain in the apparatus while their partner is shopping for needed items, thus facilitating a faster response in the event of an alarm. The crew member securing food items shall maintain radio contact with their assigned apparatus.

2. The apparatus will be parked away from the building in such a manner as not to disrupt the convenience of the general public. In no circumstances is the apparatus to be parked or left standing in a designated "Fire Lane", "Handicap Parking", "Loading Zones" or "No Parking" areas.

- (10) Personal trips and errands (i.e., video rentals, banking, etc.) are not to be conducted while on duty.
- (11) Personnel shall be in a state of readiness to respond to dispatches within thirty (30) seconds during the daytime and sixty (60) seconds during sleeping hours from the acknowledgement of the call.

11.07 Personal Responsibility

- (1) It is the personal responsibility of each employee to learn and understand all District policies, rules, Standard Operating Procedures (SOP's), training guidelines, safety policies and labor agreements. All employees are expected to follow and apply all policies mentioned above since they are treated as an extension of these Rules and Regulations.

CHAPTER XII
EMPLOYEE GRIEVANCE PROCEDURE

12.01 Statement of Policy

12.01 Statement of Policy (See Collective Bargaining Agreement.)

CHAPTER XIII

DISCIPLINE

<i>13.01</i>	<i>Statements of Policy</i>
<i>13.02</i>	<i>Disciplinary Actions to Which Employees may be Subjected</i>
<i>13.03</i>	<i>Authority to Imposed Discipline</i>
<i>13.04</i>	<i>Progressive and Cumulative Discipline</i>
<i>13.05</i>	<i>Standards for Disciplinary Actions</i>
<i>13.06</i>	<i>Disciplinary Procedures</i>
<i>13.07</i>	<i>Procedural Due Process (Firefighter Bill of Rights)</i>
<i>13.08</i>	<i>Election of Forum</i>
<i>13.09</i>	<i>Appeals to the Board of Fire Commissioners</i>
<i>13.10</i>	<i>Arbitration Appeals Process</i>

13.01 Statements of Policy

- (1) The employees of the Englewood Area Fire Control District are considered to be members of a team working together to achieve one common goal, which is to protect and enhance the quality of life in our service area in the most effective and efficient manner possible. Employees who fail to follow necessary properties, procedures, rules or directives governing employee conduct not only penalize themselves but do a disservice to the rest of the team and to the District.
- (2) It is the policy of the Englewood Fire District that discipline shall be characterized as constructive and corrective rather than destructive and punitive and that the administration of discipline is to correct improper behavior so as to improve services, to safeguard optimum working conditions for all and to maximize productivity through efficient and effective management.
- (3) Deficiencies in job performance which are educationally based, as determined by Job Performance Appraisals, Firefighter Apprenticeship Standards, EMS and Fire Continuing Education Programs, Company Fire and EMS drills, specialty training, officer development programs and any other encompassing training program required for the delivery of fire rescue service will be addressed through the Apprenticeship Training Committee (ATC). These committees are charged with remediation of deficiencies through a review and recommendation process which can be concurrent with disciplinary action.
- (4) Department heads shall make available (by posting at stations and Administrative Office) for review by employees copies of the standards of conduct and standards of disciplinary action contained in these policies as well as any other departmental procedures which are to be applicable in a given work situation.
- (5) The District shall ensure the timely, equitable and fair disposition of disciplinary actions determined to be necessary in effectively addressing employee deficiencies and misconduct.

- (6) Although consistency in administering discipline is necessary, numerous factors shall be considered in determining the appropriate level of discipline to be applied at each successive step. Some of the factors to be considered shall include, but shall not be limited to, the nature and severity of the offense, the employee's length of service, time intervals between offenses, effectiveness of prior disciplinary actions, the employee's demonstrated willingness to improve, overall work performance, job attitude and disciplinary actions previously administered to other employees for similar offenses. Under aggravated circumstances, where the employee's conduct could reasonably have been foreseen to result in serious consequences, the discipline may be increased to reflect the severity of the offense.
- (7) A repetition of the same offense or other serious offense shall indicate that more severe disciplinary action is appropriate.
- (8) Infractions or District policies, or District rules and regulations, which occurred more than twelve (12) months prior to a current offense or deficiency shall not be considered when imposing discipline for the current infraction except as provided in Section 13.04.
- (9) Prior to the suspension or dismissal of a career service employee the procedural due process provisions of the chapter shall apply.

13.02 Disciplinary Actions to which Employees may be Subjected

Violations of the District's code of ethics or standards of conduct, District rules, SOPs or any action considered detrimental or counterproductive to the effective and efficient operations of the District may result in disciplinary action including oral reprimand, written reprimand, demotion, suspension or dismissal from employment or any combination thereof.

13.03 Authority to Impose Discipline

- (1) Pursuant to the Board of Fire Commissioners, the Fire Chief is vested with the authority to suspend or dismiss career service employees.
- (2) The Fire Chief shall have authority to issue written reprimands, to demote, suspend or dismiss non-career service employees.
- (3) The Fire Chief shall have authority to impose demotions.
- (4) Battalion Chiefs and Station Lieutenants shall have authority to issue oral/written counseling forms, a copy of which is to be forwarded to the Fire Chief.

13.04 Progressive and Cumulative Discipline

- (1) Progressive discipline means that the employee is subjected to progressively more severe discipline where the standards of conduct continue to be violated for the same or separate offense. The standards for disciplinary actions specify the range of disciplinary action that may be taken for each offense and the progressive discipline which may be imposed for each succeeding offense.

- (2) Cumulative discipline means that prior offenses for which an employee was disciplined may be used by the disciplinary authority in determining the severity of the action to be taken for the current offense even though the prior offense(s) may not be similar to the current offense. In such situations the disciplinary action taken shall be both progressive and cumulative.
- (3) Normally, discipline will be progressive only. However, when an employee commits different offenses and has demonstrated that he is unwilling or unable to correct his behaviors to the extent necessary to conform to reasonable conduct or work standards, progressive and cumulative discipline may be warranted and shall be applied.

13.05 Standards for Disciplinary Action

The purpose of these standards for disciplinary actions is to assure reasonable consistency in the way employees are normally treated and to inform employees of the ranges of disciplinary actions that may be taken against them for certain offenses or circumstances. Other offenses may also be considered just cause for disciplinary action.

- (1) **Abuse of Sick Leave** – An attendance record of recurring absences, or abuse of injury, workers’ compensation requirements, family sick and FMLA requirements which includes patterns of absences by an employee, i.e., consistent absences on the day proceeding or following the employee’s regular days off or absence on the same day of each work week or month.

First Occurrence: Written reprimand.

Second Occurrence Written reprimand to suspension (3 shifts)

Third Occurrence: Suspension of up to 10 days (3 shifts) to dismissal

- (2) **Horseplay** – Actions which, even though intended to be mischievous or prankish disrupt or have the effect of disrupting the work of the participants, other employees or may contribute to the injury of a client, fellow employee, a member of the public or damage to District facilities or property.

First Occurrence: Oral reprimand

Second Occurrence: Written reprimand

Third Occurrence: Suspension of up to 10 days (3 shifts)

Fourth Occurrence: Dismissal

- (3) **Loafing** – Continued and deliberate idleness during work periods which results in the employee’s failure to perform assigned tasks.

First Occurrence: Oral reprimand

Second Occurrence: Written reprimand

Third Occurrence: Suspension of up to 10 days (3 shifts)

Fourth Occurrence: Dismissal

(4) **Unauthorized Use of Tobacco Products**

First Occurrence: Oral reprimand

Second Occurrence: Written reprimand

Third Occurrence: Suspension of up to 10 days (3 shifts)

Fourth Occurrence: Dismissal

(5) **Tardiness** – Failure to follow established work schedules (i.e., reporting late at the beginning of the work schedule without approval.)

First Occurrence: Oral reprimand

Second Occurrence: Written reprimand

Third Occurrence: Suspension of up to 10 days (3 shifts)

Fourth Occurrence: Dismissal

(6) **Unauthorized Disclosure of Information or Materials** – The disclosure of information without proper authorization or without following established procedure (i.e., Press Releases).

First Occurrence: Oral reprimand

Second Occurrence: Written reprimand

Third Occurrence: Suspension of up to 10 days (3 shifts)

Fourth Occurrence: Dismissal

(7) **Failure to Follow Instructions** – Failure to comply with written or oral instructions from supervisory personnel.

First Occurrence: Oral reprimand

Second Occurrence: Written reprimand to suspension of up to 10 days (3 shifts)

Third Occurrence: Dismissal

- (8) **Disruptive Conduct** – Behavior that interferes with the employee’s work performance or the work performance of others. Such conduct would include, but not be limited to, speaking loudly, rudely or contemptuously to coworkers, supervisors, subordinated or others, slamming office doors or drawers, throwing objects, or banging on walls or doors or other activities which would have a detrimental effect on the work environment.

First Occurrence: Oral reprimand

Second Occurrence: Written reprimand to 10 days (3 shifts)

Third Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

- (9) **Violation of Safety Practices** – The failure to follow established safety practices. This includes the performance of unsafe acts or failure to wear and/or used of safety equipment.

First Occurrence: Oral reprimand to five (5) day suspension, i.e. two (2) shifts

Second Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

Third Occurrence: Dismissal

- (10) **Absence Without Authorized Leave** – This includes: (a) failure to obtain approval prior to any absence from work, except in the case of proven emergency where the employee must be absent prior to receiving approval from the proper authority for the absence; (b) failure to comply with established procedures for notifying supervisory personnel or calling in on the first day of absence; or (c) obtaining leave based upon misrepresentation of falsification.

First Occurrence: (a & b) Written reprimand to five (5) day (1) shift

(c) Suspension of 10 to 30 days (3 to 10 shifts)

Second Occurrence: (a & b) Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

(c) Dismissal

Third Occurrence: (a & b) Dismissal

- (11) **Improper and/or Careless Use of District Property or Equipment** – Failure to comply with District SOP #112.

First Occurrence: 50% of the amount of the damage/loss, not to exceed \$200.00.

Second Occurrence: 50% of the amount of the damage/loss, not to exceed \$350.00.

Third Occurrence: 100% of the damage/loss, not to exceed \$500.00.

Fourth Occurrence: One hundred percent (100%) of the damage/loss, not to exceed \$700.00 and/or disciplinary action that may range from suspension to dismissal.

- (12) **Leaving Work Area or Duty Assignment Without Authorization** – The intentional absence from the work area or duty assignment during a work shift without permission of the appropriate supervisor, or without proper relief, where such relief or permission is a specific requirement.

First Occurrence: Written reprimand to 5 day (1 shift)

Second Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

Third Occurrence: Dismissal

- (13) **Use of computer Facilities or Equipment for any Purpose Other Than District Business** – The introduction of fraudulent records into a computer system, the unauthorized use of facilities, the alteration or destruction of computerized information or files or unauthorized access to a computer, computer system or network.

First Occurrence: Oral reprimand to dismissal

Second Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

Third Dismissal Dismissal

- (14) **Conduct Unbecoming a Public Safety Employee** – Conduct, whether on or off the job that adversely affects the employee’s ability to continue to perform his current job, or which adversely affects the District’s ability to carry out its assigned mission.

First Occurrence: Written reprimand to dismissal

Second Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

Third Occurrence: Dismissal

- (15) **Conviction of a Crime** – The conviction of any employee for a crime where such a conviction adversely affects the employee’s ability to perform his job (i.e., loss of licensure or certifications) or which adversely affects the District’s ability to carry out its assigned mission.

First Occurrence: Written reprimand to dismissal

Second Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

Third Occurrence: Dismissal

- (16) **Failure to Maintain Established Departmental Security Procedures**

First Occurrence: Written reprimand to dismissal

Second Occurrence: Written reprimand to suspension of 3 to 10 days (1 to 5 shifts)

Third Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

- (17) **Misuse of Position** – Misuse of position or abuse of the power of authority of a position for personal reasons or for the financial gain of the employee or another person.
- First Occurrence: Written reprimand to dismissal
- Second Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal
- Third Occurrence: Dismissal
- (18) **Negligence** – The failure to use ordinary or reasonable judgment in the performance of assigned duties and responsibilities. Negligence is synonymous with carelessness and signified lack of care, caution, attention, diligence or discretion.
- First Occurrence: Oral reprimand to written reprimand
- Second Occurrence: Written reprimand and/or suspension of 3 to 10 days (1 to 3 shifts) to dismissal.
- Third Occurrence: Suspension from 10 to 30 days (3 to 10 shifts) to dismissal
- (19) **Threatening and/or Abusive Language** – The use of language which is threatening, malicious or abusive, whether directed toward a supervisor, a fellow employee or a member of the public.
- First Occurrence: Oral reprimand to written reprimand
- Second Occurrence: Written reprimand to and/or suspension of 3 to 10 days (1 to 3 shifts) to dismissal.
- Third Occurrence: Suspension from 10 to 30 days (3 to 10 shifts) to dismissal
- (20) **Unauthorized Possession of Weapons** – Means the possession of any weapons not authorized for used in an assigned position, inclusive of storage, transporting, displaying and carrying on District property or in District facilities.
- First Occurrence Written reprimand to dismissal
- Second Occurrence Suspension of 10 to 30 days (3 to 10 shifts) to dismissal
- Third Occurrence: Dismissal
- (21) **Unauthorized Use of District Property, Equipment or Personnel** – The use of any District property, credit cards, telephone system, equipment or personnel for any purpose other than authorized business.
- First Occurrence: Oral to written reprimand
- Second Occurrence: Written reprimand and/or suspension of 10 to 30 days (3 to 10 shifts)
- Third Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

(22) **Intentional Violation of Rules, Regulations or Policies** – An intentional violation of an authorized rule, regulation, training standard or policy that has been made known to the employee.

First Violation: Written reprimand and/or suspension of 3 to 10 days (1 to 3 shifts)

Second Occurrence: Suspension of 10 to 30 days (3 to 10 shifts)

Third Occurrence: Dismissal

(23) **Trading or Trafficking** – The unauthorized selling, transacting or exchanging of money, goods or services by an employee for the purpose or taking unfair advantage of clients, fellow employees or the general public.

First Occurrence: Written reprimand to 5 days (1 shift) suspension

Second Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

(24) **Assault/Fighting** – A physical assault on or striking of another employee or a member of the public other than for the purpose of self-defense.

First Occurrence: Written reprimand to dismissal

Second Occurrence: Dismissal

(25) **Insubordination** – A deliberate refusal to obey a proper order given by a supervisor which relates to an employee's job function. Includes both an expressed refusal to obey a proper order as well as a deliberate failure to carry out an order. Exceptions to this rule are circumstances which jeopardize personnel health and safety.

First Occurrence: Written reprimand to dismissal

Second Occurrence: Dismissal

(26) **Falsification of Records or Statements** – Includes an intentional act of misrepresentation, falsification or omission of any fact, whether verbal or written, on such records as, but not limited to, time and attendance (leave), employee benefits, employment status, employment application, client records, travel vouchers, work and productivity records, station logs, incident reports, narratives, investigative proceedings and training records.

First Occurrence: Written reprimand and/or suspension of 3 to 30 days (1 to 10 shifts) to dismissal

Second Occurrence: Suspension from 10 to 30 days (3 to 10 shifts) to dismissal

- (27) **Revealing Privileged Information to Unauthorized Persons** – Unauthorized disclosure or privileged information or other information that has been lawfully classified as confidential (i.e., patient information, personnel information, etc.).

First Occurrence Written reprimand and/or suspension of 3 to 30 days (1 to 10 shifts) to dismissal.

Second Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

- (28) **Drinking on the Job or Reporting to Work Under the Influence of Alcohol**

(a) When drinking by an employee affects the employee’s work performance, the employee is a problem drinker. The problem drinker, once identified, shall be counseled and a mandatory referral made to secure appropriate medical or other professional help. The problem drinker shall not normally be disciplined until after he or she has had an opportunity to obtain treatment through the employee assistance program and execution of a “Last Chance Agreement”.

(b) If the problem drinker refuses to recognize his condition and fails to complete the program after being mandated or otherwise fails to complete the terms of the “Last Chance Agreement”, discipline shall be administered in accordance with the guidelines identified below. However, if public confidence or working conditions are obviously and adversely affected by the problem drinker’s behavior, the employee’s immediate removal from the job shall be accomplished by placing the employee on compulsory disability leave.

First Occurrence of (b): Suspension from 10 to 30 days (3 to 10 shifts) to dismissal

Second Occurrence of (b): Dismissal

- (29) **Possession, Sale, Distribution or Use of Illegal Substances While on a District Worksite or District Working Time** – This includes reporting to work under the influence of illegal drugs. This does not include the use of over-the-counter drugs or medication legally prescribed by a physician.

First Occurrence: Suspension of 10 to 30 days (3 to 10 shifts) to dismissal

Second Occurrence: Dismissal

- (30) **Sexual Harassment** – Sexual harassment is any form of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual’s employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

First Occurrence of: (a) or (b) Dismissal

First Occurrence of: (c) Suspension of 3 to 30 days (1 to 10 shifts) to dismissal

Second Occurrence of: (c) Suspension of 30 days (10 shifts) to dismissal

(31) **Sabotage** – The intentional participating in an act of destruction or attempted destruction of District property or equipment.

First Occurrence: Dismissal

(32) **Theft** – The theft of any property or financial instruments of the District, it’s clients, or other employees.

First Occurrence: Dismissal

(33) **Use or Threatening Use of Weapons** (Exception – Self-defense)

First Occurrence: Dismissal

(34) **Minimum Qualification Eligibility** – Inability to maintain minimum qualification requirements inclusive of: (a) loss of all driving privileges from the State of Florida; (b) loss of driver qualification outlines in Chapter 401, Florida Statute; (c) loss of minimum standards fire certification and/or EMT/Paramedic license(s) as issued by the State of Florida; (d) failure to comply with renewal process for EMT/Paramedic license renewal.

First Occurrence: (a) Suspension to dismissal
(b) Dismissal

(35) **Participation in a Strike or Prohibited Concerted Activity** – Instigating or supporting in any manner or strike. For purposes of this subsection, a strike shall include the concerted failure of employees to report for duty, the concerted absence of employees for their positions, the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or part by any group of employees from the full and faithful performance of his duties including influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure of employees to report to work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage. The term strike shall also mean any overt preparation including, but not limited to, the establishment of strike funds with regard to the above listed activities.

First Occurrence: Dismissal

(36) **Failure to Complete Fire/EMS Incident Reports within a Timely Manner.**

First Occurrence: Oral reprimand

Second Occurrence: Written reprimand

Third Occurrence: Suspension of up to 5 days (1 shift)

Fourth Occurrence: Suspension of up to 10 days (3 shifts) to dismissal.

13.06 Disciplinary Procedures

(1) Probationary Employees

Employees serving their probationary terms are considered to be “at will” employees. During this employment phase, either party has the right to break the employment relationship. Probationary employees shall not have the same rights granted to career service employees. Probationary employees may be extended the privilege of progressive discipline based upon the degree of infraction(s) during those times when remedial training and/or guidelines are recommended by established Labor-Management Committees. The Bargaining Unit Representative shall be notified of the intent of management to take action against a probationary employee ten (10) working days prior to the effective date and shall have access to all evidence prior to the action or hearing as a matter of public record.

(2) Career Service Employees

When an employee observes an infraction that warrants reporting of an infraction it shall be forwarded to the first line supervisor of the employee whose conduct is questioned. The first line supervisor shall attempt to discern the facts. This supervisor may take disciplinary action outlined below; or in the case where a referral is necessitated to the next higher authority, shall complete in writing all known facts (inclusive of the complaint and accused names) and forward it up the chain of command. If a formal investigation is warranted, the affected employee shall be furnished with all written reports or memorandum in possession of the Hearing Officer at the time of formal investigation notification. Copies, documents and memorandum received following the notice of formal investigation shall be forwarded to the employee or employee’s representative. Any employee intentionally bringing false charges or accusations against another employee shall be charged and disciplined under 13.05 (26) of this chapter.

The following procedures shall be followed in administering discipline to employees of the Englewood Fire District. Supervisors at all levels in the chain of command are encouraged to consult with higher or appropriate authorities for guidance in assuring consistency prior to the administration of any discipline.

- (a) Immediate supervisors shall assure that subordinate employees are aware of the District’s code of ethics and standards of conduct as well as any departmental rules, SOP’s or procedures.
- (b) Oral/written reprimands may be conducted by the immediate supervisor or other approved higher supervisor upon observing or confirming infractions of a more serious nature (i.e., safety rules, insubordination) the immediate supervisor shall conduct an oral reprimand interview and document said interview on a counseling form. A copy of the oral reprimand is to be maintained by the immediate supervisor and a copy forwarded for inclusion into the department’s disciplinary file.

The immediate supervisor shall, after six (6) months, destroy their copy of the oral reprimand and shall notify the District of the employee’s successful completion of the time limitation without reoccurrence. The District, whether officially notified or not, shall not consider the issued oral reprimand as active for progressive disciplinary action beyond the expired time limit, but will note prior to its removal, the time, date, place and nature of the identification of long term disciplinary patterns. The employee will not be re-disciplined for the expired

offenses but the disciplinary patterns may be considered as a factor for the determination of the severity of discipline in current actions. Immediate supervisors are to discuss the infraction with the employee and advise the employee of progressive discipline should another occurrence take place within the specified time frame. Should the infraction be of a nature from which the employee may benefit from a voluntary referral to the Employee Assistance Program, it is the responsibility of the immediate supervisor to provide the necessary information.

- (3) If another infraction takes place within the specified time limit of the oral/written reprimand or an infraction occurs which indicated the first level of discipline is a written reprimand; the immediate supervisor shall refer the incident to the Fire Chief. The Fire Chief shall conduct an informal inquiry into the incident. Should the Fire Chief determine that the incident was a repeat occurrence to an active oral reprimand or, that a clear fire time infraction occurred warranting a written reprimand as outlined, the Fire Chief may issue a written reprimand. Should the infraction be of a nature from which the employee may benefit from a voluntary referral to the Employee Assistance Program, it is the responsibility of the immediate supervisor to provide the necessary information. Written reprimands shall be directed to the employee with a copy submitted for inclusion in the employee's personnel file. The written reprimand shall document the infraction and advise the employee that further offenses will result in progressive disciplinary action beyond the expired time limit but, will note prior to its removal the time, date, place and nature of the infraction for the identification of long term disciplinary patterns.
 - (a) If during the informal investigation conducted by a superior officer or his designee, reveals the occurrence was not a clearly defined infraction and/or the infraction is of a serious enough nature to warrant greater discipline or the surrounding circumstances require a mandatory referral to the District's Employee Assistance Program, the superior officer shall refer the matter to the Fire Chief before any action is taken. The Fire Chief will commence proceedings as indicated under 13.04(4) of this section.
- (4) Written reprimands and/or other disciplinary action(s) may be issued or recommended by the Fire Chief upon confirming infractions through a formal investigation as outlined in Chapter 112.80, Florida Statutes. Written reprimands and /or recommended disciplinary action shall be directed to the employee during an administrative proceeding and a copy placed in the employee's personnel file. The written reprimand and/or disciplinary action shall document the infraction and advise the employee that further offenses will result in progressively more severe discipline.

13.07 Procedural Due Process – Chapter 112.80, Florida Statutes, the “Firefighters’ Bill of Rights”

- (1) An employee shall be afforded the opportunity for an evidentiary hearing prior to any final determination by the Fire Chief or, where applicable, his designee, on a recommendation for the employee's reduction in pay, demotion, suspension or dismissal from employment. The hearing shall be conducted by a hearing officer appointed by the Fire Chief to conduct the hearing and submit findings and recommendations for final action. When the formal investigation expands the formal investigation to a full evidentiary hearing and by virtue of compliance to Chapter 112.80 Florida Statutes, as integrated within the formal investigation and subsequent administrative proceedings, fulfills all requirements and affords all rights of due process to its certified labor force. The District reserved the right to request an

independent hearing officer to conduct the formal investigation should the merits of the case or circumstances deem it necessary but in any case, will require said hearing officer (departmental or independent) to follow all stipulations of the Firefighters' Bill of Rights. (See Appendix for Firefighters' Bill of Rights.)

- (a) Written recommendations for reductions in pay, demotions, suspensions, last chance agreements or dismissals of career service employees shall be submitted by the Fire Chief upon observing or confirming infractions or subsequent infractions for which such disciplinary action is indicated. A copy of the written recommendation shall be provided to the employee and the labor representative.
- (2) If the Fire Chief acts to suspend or dismiss the employee after the hearing and proceeding(s) have taken place, the employee shall be promptly notified in writing of the decision and of the employee's right to appeal the action through an election of forum within ten (10) days from the date of the suspension or dismissal. The notification shall be made by personnel delivery or by certified mail, return receipt requested.
- (3) During the period between the Notice of Formal Investigation and the effective date for final action, the employee shall be expected to perform his usually assigned job duties without disrupting fellow employees, other persons or the District's activities. If, however, it is deemed desirable or necessary that the employee continue to perform the same duties in the same location during this period due to extensions of time requested by the employee or due to legal decisions required for the disposition of the disciplinary action, the Fire Chief may temporarily assign the employee to other duties.
- (4) In extraordinary situations, such as when the retention of an employee in the workplace would result in damage to property, would be detrimental to the best interests of the District or could result in injury to the employee, a fellow employee, or some other person, such employee shall be placed on administrative leave with pay immediately by the Fire Chief pending a final decision on a proposed disciplinary action. requiring action by the Fire Chief or, where applicable, his designee.
 - (a) In a case where a legal decision through the court system is required prior to disposition of the disciplinary action, the District may maintain the effected employee on administrative leave or opt to reassign the employee as outlined in 13.07(3).
 - (b) Administrative leave time extensions at the request of the employee will be reimbursable back to the District though the use of accrual banks and/or benefit payouts should separation take place.

13.08 Election of Forum

- (1) A career service employee who is represented by the labor unit has the right to appeal the decision of the Fire Chief for disciplinary action taken against them. Labor unit members may make an election of forum, that is, a singular and one time decision to take the following action:
 - (a) Appeal to the Board of Fire Commissioner (13.09)
 - or
 - (b) Appeal to an arbitrator (13.10)

13.09 Appeals to the Board of Fire Commissioners

- (1) A career service employee of the Englewood Fire District shall have the right to appeal to the Board of Fire Commissions action taken against him which results in a reduction of pay, demotion, suspension or dismissal from employment. Such appeal must be filed with the Board of Fire Commissioners with ten (10) days of the effective date of the action and shall explain the employee's understanding of the reason for the action taken and why the employee feels the action should be reversed by the Fire Commissioners.
- (2) A probationary employee may be discharged for the first occurrence of any offense or deficiency in performance. A probationary employee shall not have the right to appeal o the Board of Fire Commissioners.
- (3) A career service employee who is promoted and subsequently demoted prior to attaining regular status in the higher class shall not have the right to appeal the decision unless such demotion is to a lower class than the class in which the employee was serving prior to the promotion.
- (4) A career service employee who is promoted and subsequently receives a reduction in pay prior to attaining regular status in the higher class shall not have the right to appeal the reduction in pay unless the action results in a lower rate of pay than what the employee was receiving prior to the promotion.
- (5) A career service employee who accepts a reduction in pay, or a demotion, shall waive all rights to appeal such action provided the employee has signed a written station that the action was necessary.
- (6) A career service employee whose position is reclassified to a lower class which results in a demotion appointment shall not have the right to appeal the demotion to the Board of Fire Commissioners. If, however, the employee's salary is reduced as a result of the demotion appointment, the employee shall have the right to appeal the reduction in pay to the Board of Fire Commissioners.
- (7) An affirmative vote of four of the five Fire Commissioners shall be required to reverse disciplinary action taken by the Fire Chief.

13.10 Arbitration Appeals Process

- (1) If a bargaining unit career service employee represented by the labor unit elects to appeal the Fire Chief's decision of disciplinary action, it shall be processed as outline in the Grievance Article of the Collective Bargaining Agreement.

CHAPTER XIV

EMPLOYEE ASSISTANCE PROGRAM

<i>14.01</i>	<i>Statements of Policy</i>
<i>14.02</i>	<i>Eligibility</i>
<i>14.03</i>	<i>Referral</i>
<i>14.04</i>	<i>Employee Responsibilities</i>
<i>14.05</i>	<i>Employee Rights</i>
<i>14.06</i>	<i>Supervisory Responsibilities</i>
<i>14.07</i>	<i>Confidentiality</i>
<i>14.08</i>	<i>Costs of Treatment</i>
<i>14.09</i>	<i>Absences from Work to Pursue Treatment</i>

14.01 Statements of Policy

It is the policy of the Englewood Area Fire Control District to make available professional and confidential counseling assistance for employees faced with problems off the job that could result in, or are resulting in, performance or behavioral problems on the job. The intent of the program is to provide a mechanism to assist the employee in resolving these problems before they begin to affect job performance or result in exposure to disciplinary action.

14.02 Eligibility

The Employee Assistance Program shall be available to career service employees.

14.03 Referral

Referral to the Employee Assistance Program may be voluntary or mandatory

- (1) A voluntary referral is initiated by an employee who recognizes that he or she has a problem with which is affecting, or could affect, job performance or job behavior and is desirous of obtaining professional assistance.
- (2) A mandatory referral is initiated by the supervisory of a subordinate employee whose job performance is beginning to deteriorate or ho is beginning to exhibit behavior which is inappropriate to the workplace.

14.04 Employee Responsibilities

- (1) Every employee of the Englewood Fire District is expected to maintain satisfactory job performance and to adhere to the code of ethics and standards of conduct prescribed in these policies. Employees who are satisfactorily progressing in a treatment program prescribed through a mandatory referral to the Employee Assistance Program for outside problems which have begun to affect job performance or workplace behavior shall be allowed reasonable opportunity to resolve these problems. However, in addition to pursuing prescribed treatment, the job performance and workplace behavior of the employee is expected to stabilize during the treatment period. Continued or further deteriorating job performance or inappropriate behavior shall not be tolerated, even during the treatment periods.
- (2) Voluntary referral to the Employee Assistance Program initiated coincident with the proposed or pending disciplinary action shall not forestall management from taking necessary measures to maintain effective and efficient operations.

14.05 Employee Rights

- (1) During the period while an employee is satisfactorily pursuing professional treatment prescribed through a mandatory referral to the Employee Assistance Program, the employee shall not be subject to adverse personnel actions resulting from the initial job performance or behavioral problems provided the job performance or workplace behavior stabilizes.
- (2) An employee shall have the right to refuse mandatory referral into the program and, once participating, may discontinue participating at any time. However, when an employee refuses mandatory referral or elects to discontinue prescribed treatment, the supervisor shall immediately address the deteriorating job performance or inappropriate workplace behavior.

14.06 Supervisory Responsibilities

- (1) Mandatory referral to the Employee Assistance Program of an employee whose deteriorating job performance is suspected of being related to a problem off the job is an option available to the supervisor. However, exercise of this option does not constitute a waiver of management's right to maintain effective and efficient operations or to administer appropriate discipline where warranted.
- (2) An employee shall not be denied any right with respect to terms or conditions of employment for voluntarily seeking assistance through the Employee Assistance Program.

14.07 Confidentiality

All records regarding an employee's participating in the employee assistance program shall be considered privileged medical information and treated in the same confidential manner as any other medical record information. These records shall not become part of the employee's personnel file. Confidential records of non-work related problems shall be maintained only in clinic or treatment files separate and apart from personnel records.

14.08 Costs of Treatment

- (1) The services provided by the employee assistance program administrator shall be available at no cost to the employee. Such services include assessment and referral to appropriate treatment providers.
- (2) Cost of prescribed treatment not covered by the group medical plan shall be the responsibility of the employee.

14.09 Absences from Work to Pursue Treatment

- (1) Absence from the workplace to participate in a treatment program prescribed through the employee assistance program shall be covered through the use of the employee's accumulated paid leave credits.
- (2) The Fire Chief may approve an employee's request for a leave of absence without pay to participate in a full-time rehabilitation or treatment program based on a recommendation from the employee's supervisor documenting that the operational needs of the District will not be adversely affected by the employee's absence.

CHAPTER XV

INSURANCE AND RETIREMENT

- 15.01 Health and Dental Insurance*
- 15.02 Life Insurance*
- 15.03 Workers' Compensation*
- 15.04 Retirement*

15.01 Health and Dental Insurance (See Collective Bargaining Agreement.)

- (1) Group health and dental insurance coverage shall be available at District expense to employees assigned to established positions budgeted for forty (40) or more hours per week. Specific provisions of the plan are provided in plan documents and are subject to change at the time of the renewal of the plan.
- (2) Group health and dental insurance coverage is effective thirty (30) calendar days after the date of employment.

15.02 Life Insurance

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

15.03 Workers' Compensation (See Collective Bargaining Agreement.)

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 prescribed by the law.

15.04 Retirement

Non-certified employees assigned to established positions shall become members of the Florida Retirement System, a compulsory, state administered retirement plan. All provisions governing the Florida Retirement System are established by Florida Law or Administrative Rule of the Florida Department of Administration.

All certified employees assigned to Fire/EMS positions shall become members of the District's Local 175 Pension Plan. See the Englewood Area Fire Control District Firefighter's Pension Summary Plan for a detailed description of this plan.

CHAPTER XVI **SEPARATIONS**

<i>16.01</i>	<i>Resignation</i>
<i>16.02</i>	<i>Disability</i>
<i>16.03</i>	<i>Dismissal</i>
<i>16.04</i>	<i>Death</i>
<i>16.05</i>	<i>Layoff</i>
<i>16.06</i>	<i>Exit Interviews</i>
<i>16.07</i>	<i>Inquiries About Former Employees</i>

16.01 Resignation

(1) Voluntary Resignation

- (a) An employee who resigns from District employment should provide written notice in advance to his or her immediate supervisor. If an employee resigns verbally and does not submit a written resignation, the Fire Chief or his designee shall finalize the resignation by providing a written acceptance to the employee within two (2) working days of the verbal resignation. The original notice of resignation, or written acceptance of a verbal resignation, shall be forwarded to the Administrative Office for inclusion in the employee's personnel file.
- (b) An employee who submits a written resignation shall not have the right to appeal his separation, whether or not that resignation has been formally accepted.
- (c) A request by an employee to rescind a written notice of resignation may be approved by the Fire Chief prior to the employee's separation date. The decision of the Fire Chief shall be final.

(2) Abandonment of Position

- (a) An employee who is absent without authorized leave of absence for two (2) consecutive work days shall be deemed to have abandoned his position and to have resigned from the career service at the end of the second workday without right to appeal to the Board of Fire Commissioners. A career service employee shall have the right to petition the Fire Chief for a review of the facts in the case and a ruling as to whether the circumstances constitute abandonment of position.
- (b) An employee separated under conditions of abandonment of position shall be notified in writing by the Fire Chief. Notification shall be made by delivering a copy to the employee or by mailing a copy by certified mail, with return receipt service, to the employee's last known address. Such notification shall inform the employee of the right to petition the Fire Chief for review.

- (c) Delivery of a copy shall mean handing it to the employee or leaving it at the employee's usual place of abode with some member of the employee's family above 15 years of age and informing the person of its contents. When notification is given by delivery as defined in this subsection, the person effecting delivery shall certify the date on which delivery is accomplished in accordance as follows:

<p>Record of Hand Delivery</p> <p>I certify that a copy of the written notification of the separation by reason of abandonment of position dated _____ has been delivered to _____ in accordance to Englewood Area Fire Control District personnel policies this _____ day of _____, 20____.</p> <p style="text-align: right;">_____ Signature</p>
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The certification shall be placed in the official personnel file of the employee along with the written notification and shall be taken as prima facie proof of the date notification was effectuated.

- (d) When written notification is made by use of certified mail, notification is effectuated on the date the employee received the notification as indicated on the return receipt, or in the event the employee does not claim the letter, on the date the letter is returned as unclaimed. The Administrative Offices shall maintain in the personnel file the return receipt showing the date on which the certified letter was received or the returned letter and the receipt showing it to be unclaimed, which certification shall be taken as prima facie proof of the date notification was effectuated.
- (e) An employee may petition the Fire Chief for review of the decision within ten (10) calendar days after the date written notification is effectuated.
- (f) A petition is timely made under this section if postmarked within the ten (10) day period or if physically received in the offices of the Fire Chief within the ten (10) day period.
- (g) The decision of the Fire Chief on such petition shall be final.

(3) Unauthorized Seeking or Holding Public Office

- (a) An employee who seeks or holds public office in violation of subsection 9.07(4) (a) shall be presumed to have become ineligible for continuation of employment and shall be deemed to have resigned from the career service without the right of appeal.
- (b) The notification requirement and right to review by the Fire Chief prescribed in subsection 16.01(2) shall apply to employees who seek or hold office in violation of subsection 9.07(4) (a).

16.02 Disability (See Collective Bargaining Agreement.)

16.03 Dismissal (See Collective Bargaining Agreement.)

16.04 Death

Separation shall be effective as of the date of death. All compensation due the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse or to the estate of the employee as determined by law or by executed documents in the employee's personnel file.

16.05 Layoff (See Collective Bargaining Agreement.)

16.06 Exit Interviews

- (1) The Englewood Area Fire Control District strives to maintain a positive working environment and recognizes that separating employees can be a valuable source of information to assist in accomplishing goal.
- (2) Reasons employees leave their jobs are of importance to the Englewood Fire District for continued progress in the area of human resource management. Properly conducted exit interviews can elicit information that can be valuable in improving conditions for other employees.
- (3) Exit interviews shall be scheduled for all employees who voluntarily resign from established positions in the Englewood Fire District.
- (4) Exit interviews shall be conducted by the Fire Chief, except for the position of Fire Chief. The Chair of the Board of Fire Commissioners shall conduct the Fire Chief's exit interview.
- (5) The employing department head is responsible for designating an individual to schedule an exit interview on behalf of the separating employee as soon as the notice of resignation is received.
- (6) The exit interview shall be scheduled on or near the employee's last day of work.

16.07 Inquiries About Former Employees

- (1) Information provided in response to inquiries concerning former employees shall be confined to documents factual information such as dates of employment, positions held and rates of pay.
- (2) Letters of recommendation shall be confined to documented facts regarding the employee's job performance and shall not contain unqualified assessments of employee's character or non-job related qualities.

APPENDIX A

FIREFIGHTER BILL OF RIGHTS

<i>112.80</i>	<i>Short Title – Firefighters’ Bill of Rights</i>
<i>112.81</i>	<i>Definitions</i>
<i>112.82</i>	<i>Rights of Firefighters</i>
<i>112.83</i>	<i>Rights of Firefighters with Respect to Civil Suits</i>
<i>112.84</i>	<i>Rights of Firefighters Nonexclusive</i>

112.80 Short Title – This part may be cited as the “Firefighters’ Bill of Rights”

112.81 Definitions – As used in this part:

- (1) “Firefighter” means any person who is certified in compliance with s. 633.35 and who is employed solely within the fire department of public safety department of an employing agency as a full-time firefighter whose primary responsibility is the prevention and extinguishment of fire; the protection of life and property and the enforcement of municipal, county and state fire prevention codes and laws pertaining to the prevention and control of fire.
- (2) “Employing Agency” means any municipality or state or any political subdivision thereof, including authorities and special districts which employ firefighters.
- (3) “Informal Inquiry” means a meeting by supervisory or management personnel with a firefighter about whom an allegation of misconduct has come to the attention of such supervisory or management personnel, the purpose of which meeting is to mediate a complaint or discuss the facts to determine whether a formal investigation should be commenced.
- (4) “Formal Investigation” means a process of investigating ordered by supervisory personnel after the supervisory personnel have previously determined that the firefighter shall be reprimanded, suspended or removed during which the questioning of a firefighter is conducted for the purpose of gathering evidence of misconduct.
- (5) “Administrative Proceeding” means any non-judicial hearing which may result in the recommendation, approval or order of disciplinary action against or suspension or discharge of a firefighter.
- (6) “Interrogation” means the questioning of a firefighter by an employing agency in connection with a formal investigation or an administrative proceeding but shall not include arbitration or civil service proceedings. Questioning pursuant to an informal inquiry shall not be deemed as interrogation.

112.82 Rights of Firefighters – Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.

- (1) The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred as designated by the investigating officer.

- (2) No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.
- (3) All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
- (4) The firefighter under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators and all persons present during any interrogation.
- (5) Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.
- (6) The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.
- (7) A complete record of any interrogation shall be made and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
- (8) An employee or officer of an employing agency may represent the agency and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.
- (9) No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise disciplined or discriminated against in regard to his or her employment or threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by law.

112.83 Rights of Firefighters with Respect to Civil Suits

- (1) If any agency employing firefighters fails to comply with the requirements of this part, a firefighter employed by such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such employing agency is headquartered and permanently resides for an injunction to restrain and enjoin such violation of the provisions of this part and to complete the performance of the duties imposed by this part.

112.84 Rights of Firefighters Non-exclusive

- (1) The rights of firefighters set forth in this part shall not be construed to diminish the rights and privileges of firefighters that are guaranteed to all citizens by the Constitution and laws of the United States and of this state or limit the granting of broader rights by other law, ordinance or rule. These rights include the right to bring suit against any individual, group or persons, associations, organizations or corporation for damages, either monetary or otherwise, suffered during the performance of the firefighter's official duties or abridgement of the firefighter's rights, civil or otherwise, arising out of the performance of his or her official duties.

- (2) This part is neither designed to abridge nor expand the rights of firefighters to bring civil suits for injuries suffered in the course of their employment as recognized by the courts, nor is it designed to abrogate any common law or statutory limitation on the rights of recovery.

APPENDIX B
FORMS