



**AGREEMENT BETWEEN**

**THE ENGLEWOOD AREA FIRE CONTROL  
DISTRICT**

**AND**

**SUNCOAST PROFESSIONAL FIREFIGHTERS  
IAFF LOCAL #2546**

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

**2024-2027**

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## **RETROACTIVE AGREEMENT**

The Englewood Area Fire Control District and Union 2546, which represents the bargaining unit, have reached a mutual agreement regarding the terms of their labor contract. According to this agreement, the provisions of the new labor contract will be applied retroactively, with an effective date of October 1, 2024. This means that all changes to wages, benefits, working conditions, and other contractual terms specified in the agreement will be considered as having been in effect from October 1, 2024, even if the formal ratification of the contract occurs later. Consequently, any adjustments required to align with the new contract terms will be calculated and implemented retroactively from this specified date.

## **PREAMBLE**

This agreement is entered into as of October 1, 2024, between the Englewood Area Fire Control District and Local #2546, International Association of Firefighters. It is the intent and purpose of this agreement to assure sound and mutually beneficial working economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences that may arise, and to set forth herein basic and entire agreement between the parties concerning rates of pay, wages, and other terms and conditions of employment, when this agreement does not speak to a subject the Englewood Area Fire Control District Policies will be used.



# **AGREEMENT**

**Between**

**Englewood Area Fire Control District  
Board of Commissioners**

**And**

**Suncoast Professional Firefighters and  
Paramedics**

**Local 2546**

**International Association of Firefighters, AFL-CIO  
October 1, 2024, through September 30, 2027**

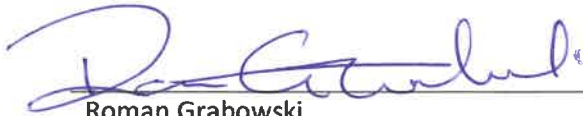
**As Witnessed by:**

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

Union and District have caused their names to be subscribed hereto by their duly authorized officers or representatives this 10<sup>th</sup> day of September, 2024.

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

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



Roman Grabowski  
District Vice-President – I.A.F.F. Local 2546



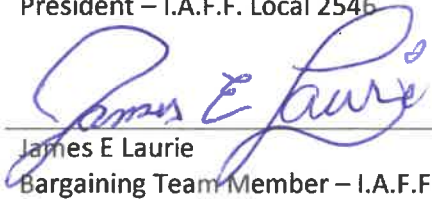
Ron Davison, Chairman  
Fire Commissioner



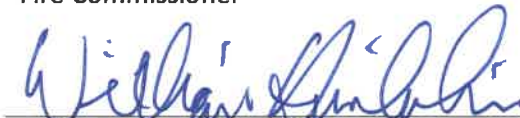
Philip Vets  
President – I.A.F.F. Local 2546



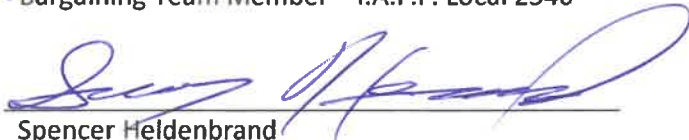
Eldon Loisel, Vice Chairman  
Fire Commissioner



James E Laurie  
Bargaining Team Member – I.A.F.F. Local 2546



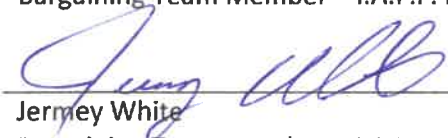
William Kimberlin Secretary /Treasurer  
Fire Commissioner



Spencer Heldenbrand  
Bargaining Team Member – I.A.F.F. Local 2546



Ronald Benedetti  
Fire Commissioner



Jermei White  
Bargaining Team Member – I.A.F.F. Local 2546



Mark Knauf  
Fire Commissioner



Shane Williams  
Bargaining Team Member – I.A.F.F. Local 2546



Kevin Easton  
Fire Chief

Legal Review by:



Lori Wellbaum Emery, Esq.  
District Attorney

# **ARTICLE 1**

## **AGREEMENT**

### **1.1 – Agreement**

This Agreement is made and entered into by the Suncoast Professional Firefighters and Paramedics Local 2546 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as Union, and the Englewood Area Fire Control District Board of Commissioners, hereinafter referred to as the District, pursuant to Chapter 447 of the Florida Statutes.

### **1.2 – Applicability**

This Agreement shall apply to every District employee included in the bargaining unit that the Union is certified to represent under Florida Public Employees Relations Commission (hereinafter referred to as Florida PERC) Certification #713, as amended.

### **1.3 – Purpose**

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

### **1.4 – Definitions**

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

- a) ALU - Administration Leave Union
- b) Business day: Any day normal District business operations are conducted, typically Monday through Friday, excluding public holidays and weekends.
- c) Calendar Day (s): These are to count the number of days in which something shall be done and shall refer to Monday through Sunday, seven (7) days a week, each day of every year.
- d) Collective Bargaining Agreement – A negotiated agreement between the Englewood Area Fire Control District and the International Association of Firefighters.
- e) Employee (s): Every person who works for the District and is included in the bargaining unit that the Union is certified to represent under Florida PERC Certification #713, as amended.
- f) Exempt Employees – Those employees in administrative, executive, and professional positions as defined under the Fair Labor Standards Act who are not subject to the overtime compensation provisions of the Act.
- g) Fiscal Year: Refers to October 1st through September 30th.

- h) FLSA—The Fair Labor Standards Act is a federal Legislation that sets minimum wage, overtime pay, equal pay, record keeping, and child labor standards for covered employees.
- i) FMLA – The Family Leave and Medical Act is Federal legislation that established guidelines for maintaining career service and positions under certain conditions, such as when caring for or nurturing family dependents or when the employee has severe health conditions.
- j) Grievance –A process designed to resolve an allegation made by one or more bargaining unit members that one (or more) section of the collective bargaining agreement has been violated.
- k) Management: Refers singly and collectively to the District’s non-bargaining unit supervisors and managers.
- l) Members(s): Employees who establish or maintain an affiliation with the Union according to the Union’s customs and by-laws.
- m) Non-exempt Employee – Those employees in positions subject to the overtime compensation provisions of the Fair Labor Standards Act.
- n) Pay Additives – an amount negotiated in the collective bargaining agreement to be paid in addition to an employee’s base pay rate.
- o) Position Description – the document prepared by the District that describes the officially assigned duties and responsibilities and other pertinent information relative to the position.
- p) Probationary Employees – “At Will” employees who have not completed their probationary term and are not considered career service.
- q) Work Period: To calculate overtime in compliance with the Fair Labor Standards Act (FLSA), the District uses a twenty-eight (28) day work period for shift employees. During the twenty-eight (28) day work period, shift employees are scheduled to work at least 212 hours (53-hour work week). Any worked more than 212 hours in the work period shall be paid at time and one-half.
- r) Work Week: Another term for the District’s pay week is the beginning of a shift on Wednesday through the end of a shift that begins on the following Tuesday.
- s) Workday: A fixed period from 0800 AM on one day until 0800 AM the following day.
- t) Shift/Duty Day(s): A defined continuous work period of 24 hours for personnel assigned to a 24-hour on / 48-hour off work schedule.
- u) Past Practice: A past practice is a practice that does not conflict with any existing written rule, regulation, or directive of the District. A past practice must also meet all three (3) of the following criteria, which the Florida PERC has established: (a) the practice must be unequivocal; (b) the practice must have existed substantially unchanged for a significant period; and (c) the practice must be one, which employees could reasonably expect to continue unchanged.
- v) Professional Development Committee: a committee focused on the ongoing education, training, and career advancement of District personnel. This committee assists with developing and implementing training programs, evaluates emerging needs and trends in firefighting and emergency response, ensures compliance with industry standards and regulations, and supports the professional growth of firefighters and staff. They aim

to enhance the department's members' skills, knowledge, and effectiveness, ultimately improving overall service delivery and operational efficiency.

### **1.5 - Computing Time**

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

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

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

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

The masculine pronoun "he" and associated tenses denote both male and female genders.

## **ARTICLE 2**

### **RECOGNITION**

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

#### **2.1 Applicability**

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

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

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### **3.1 – General Statement**

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

#### **3.2 – General Powers**

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

1. Set standards and level of service to be offered to the public.
2. To engage in new development programs or projects and revise methods of performing the District's mission.
3. Use of district equipment, property, supplies, and structures.
4. Determine the district's organization, purpose, functions, and constituent divisions and operations.
5. Perform those duties and exercise those responsibilities assigned to it by federal and state law, district resolutions, ordinances, guidelines, special directives, general orders, etc.
6. Determine, adopt, modify, and implement policies, programs, and standards as the district deems necessary for the operation and improvement of the Fire District. If a policy (or change to a policy) involves a mandatory subject of bargaining, the District must negotiate the impact of said change with the Union.
7. Maintain order and efficiency relative to the workforce and the operations/services rendered.
8. Set the methods, means of operations, and standards of services to be offered by the Fire District and to contract such operations and services to the extent deemed practical and feasible by the district.
9. Determine and re-determine job content, workforce size, and workload.

10. Decide the number, location, design, and maintenance of the Fire District's facilities, supplies, and equipment. To relocate, remodel, or otherwise revise operations and facilities.
11. Determine the qualifications of all district employees. Select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct, and manage all district employees. Conditions necessary for continued employment and qualifications for promotion are mandatory subjects of bargaining
12. Select supervisory and managerial personnel from the working forces strictly based on management's determination of the individual ability using a fair and equitable process.
13. Direct the managerial, supervisory, and administrative personnel and any other qualified person not covered by this agreement to perform any task related to the Fire Department's operations.
14. The selection of managerial personnel and their assignments are the sole responsibility of the Fire Chief and shall not be subject to grievance and arbitration procedures.
15. Determine the extent of its operations, when any part of the complete operation shall function or be halted, and when, where, and to what extent services shall be increased or decreased.
16. Discharge, demote, suspend, relieve from duty, or take other disciplinary action against employees of the Fire District for cause and in accordance with the Firefighter Bill of Rights (FS 112.80-112.84).
17. Increase, reduce, change, modify, or alter the composition and size of the Fire District workforce.
18. Establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, project, or division.
19. Establish, change, or modify duties, tasks, responsibilities, or requirements.
20. The district reserves all other rights to manage the Fire District and its operations, functions, and purposes that are not recited in nor expressly limited by this agreement.
21. Nothing in this agreement shall expand or diminish management's rights outlined in F.S. 447.

### **3.3. – District Mission**

The Fire Chief and the Board of Commissioners have the sole authority to determine and re-determine the fire district's purpose and mission.



### **3.4 – Civil Emergencies**

If the Fire Chief determines that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, epidemics, or other similar catastrophes, the district may suspend the provisions of this agreement during the declared emergency, except for monetary provisions.

### **3.5 – Compliance with Laws**

All applicable general laws of the State of Florida shall be supreme to this agreement in all matters about or resulting from any negotiations in areas of discretion such as the district's mission and obligation to its citizens, budget, organization, assignment of personnel, tasks, duties, responsibilities, or the technology required to perform work, as provided for in section 447.209 of the Florida State Statutes.

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

### **3.6 – Workforce Composition**

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

### **3.7 – District Rules**

Except as otherwise expressly provided in this agreement, any written policy affecting those employees of the bargaining unit in effect before, as well as those issued after, the effective date of this agreement shall remain and be in full force and effect unless changed, modified, or deleted by the district. The district has the final authority to change, modify, or delete any policy unless the law permits the union to bargain before implementing said change, modification, or deletion.

### **3.8 – General Rights and Waivers**

- a) It is expressly understood by and between the parties and this agreement that the district shall not be deemed to have waived or modified any of the rights reserved to the district under this article by not exercising said rights in a particular matter.
- b) Nothing in this agreement shall abrogate the fire chief's rights, duties, and responsibilities as provided by law.

- c) The exercise of the above-enumerated rights shall not preclude an aggrieved party from filing a grievance. Still, such grievances can only be filed because the action they complained of violates the express terms of this agreement.
- d) Nothing in this article is intended to waive the union's right to bargain over the impact of exercising management rights where the law otherwise allows.

## **ARTICLE 4**

### **NON-DISCRIMINATION**

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

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

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

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

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

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

## **ARTICLE 5**

### **RIGHTS OF EMPLOYEES**

#### **5.1 - Union Activity**

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

#### **5.2 - Union Membership**

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

#### **5.3 - Union Representation**

An employee shall have the right to union representation if the employee desires it.

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

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

#### **5.5 - Secondary Employment**

All bargaining unit members are considered to have full-time employment with the District as their primary employment. Employees who wish to engage in any secondary employment shall notify the Fire Chief on the prescribed form no later than three (3) working days after starting such employment.

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

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

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

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

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

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

The district will follow the procedures contained in Sections 112.80 through 112.84 of the Florida Statutes when conducting formal disciplinary investigations. In accordance with the rights granted by the U.S. Supreme Court "Weingarten" decision, the district agrees to allow a Union representative to be present any time a bargaining unit member is questioned and that employee requests representation based on their own reasonable belief that discipline or negative employment actions could result from the answers they provide to the questions they are being asked. Any time a bargaining unit member is compelled to answer questions related to any form of fact-finding or other investigation, the district will notify the employee that their responses are being compelled under threat of discipline or other adverse employment action such that Garrity Immunity attaches.

### **5.8 - Prevailing Rights**

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

## **ARTICLE 6**

### **DUES DEDUCTIONS**

#### **6.1 - Dues Deduction**

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

#### **6.2 - Discharge**

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

#### **6.3 - Hold Harmless**

The Union and employees shall indemnify, defend, and hold the district harmless against any claims, demands, suits, or other liability arising from the payroll deduction of Union dues.

## **ARTICLE 7**

### **UNION BULLETIN BOARDS**

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

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

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

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

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

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

Notices of Union recreational and social affairs.

Notices of Union elections and results of elections.

Notices of Union appointments and other official business.

Notices of Union meetings.

Minutes of Union meetings and

All other Union business.

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

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

## **ARTICLE 8**

### **UNION REPRESENTATION**

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

The district will follow the procedures contained in Sections 112.80 through 112.84 of the Florida Statutes when conducting formal disciplinary investigations. In accordance with the rights granted by the U.S. Supreme Court “Weingarten” decision, the district agrees to allow a Union representative to be present any time a bargaining unit member is questioned and that employee requests representation based on their own reasonable belief that discipline or negative employment actions could result from the answers they provide to the questions they are being asked. Any time a bargaining unit member is compelled to answer questions related to any form of fact-finding or other investigation, the district will notify the employee that their responses are being compelled under threat of discipline or other adverse employment action such that Garrity Immunity attaches.

#### **8.2 – Communication**

Union representatives and employees shall have the right to communicate during regular working hours, provided this shall not interrupt, delay, or otherwise interfere with the practical and proper service of the Fire/EMS Department.

#### **8.3 - Union Activity**

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

#### **8.4 – Bargaining Representatives**

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

#### **8.5 – Union Emblem**

The district agrees to allow the affixing of a reasonably sized International Association of Fire Fighters logo to new and existing apparatus.



## **ARTICLE 9**

### **DISTRICT POLICIES**

#### **9.1 – Applicability**

The District's Policies shall be a formal part of this agreement; both parties agree that the Policies shall be subject to all its provisions.

The union agrees that its members comply with the District's Policies. Management agrees that the Policies shall be subject to the grievance procedure defined elsewhere in this agreement or as defined by law.

#### **9.2 – Notification to Union/Employees**

Employees will be notified of new and revised policies via their department email.

As a courtesy, all new policies and policy revisions will be submitted to the bargaining unit representative for review at least three (3) business days before the proposed implementation.

If the policy subject is a mandatory subject of bargaining, the Union will have five (5) business days to agree to the policy/revision or demand (in writing) to bargain the impact.

Exception: Policies and EMS Protocols for life safety and matters deemed urgent and necessary for efficient operations.

Nothing contained in this Agreement shall be interpreted as a waiver of the Union's right to bargain changes proposed or made by the district to mandatory subjects of bargaining not addressed by this Agreement. Once a demand to bargain related to a mandatory subject of bargaining has been made, the district agrees to withhold implementation of the change pending the completion of the bargaining process as outlined in Chapter 447, Florida Statutes.

## **ARTICLE 10**

### **LABOR - MANAGEMENT COMMITTEES AND RULES**

#### **10.1 – Districts Committees**

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

- Safety Committee
- Insurance Committee
- Apparatus / Equipment Committee
- Professional Development Committee
- Human Relations Committee
- Health and Wellness Committee
- Quality Improvement Committee

#### **10.2 – Authorized Time Off**

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

While on duty, one (1) authorized bargaining unit employee shall be permitted to attend Contract Negotiations, Grievance proceedings, Budget meetings, and general meetings of the Board of Fire Commissioners.

While on duty, authorized Pension Board Trustees shall be permitted to attend meetings of the Pension Board. The pension board and its rules shall determine the selection and makeup of the Committee.

#### **10.3 – Committee Applications**

Authorized Labor representatives shall be bargaining unit members who apply in writing with their desire and qualifications to serve on the committee. Labor and Management will meet to select representatives from all applications.

#### **10.4 – Composition of Committees**

a. Professional Development Committee shall consist of:

The Professional Development Committee shall comprise six (6) members (1 Deputy Chief, 1 Battalion Chief, 2 Lieutenants and 2 Firefighters). Each person shall have a vote on any issues where a vote is required. Formal recommendations, if any, shall be delivered to the Chief and Local's DVP for final action.

## **10.5 – Union Time and ALU Bank**

The union's District Vice President or his representative shall have authorized time off to attend union functions and perform union business. Authorized time off shall not cause overtime except for out-of-town conferences and union business. In this instance, the union representative shall find someone willing to cover said overtime without creating mandatory overtime. Management will authorize the overtime.

# ARTICLE 11

## GRIEVANCE PROCEDURE AND ARBITRATION

### 11.1 Grievance Procedure

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

#### Step 1:

The employee, or his representative, shall submit in writing, on forms (see Appendix C) furnished by the employer, the grievance or dispute to the employees Battalion Chief within fourteen (14) business days of the date of the grievance or the employee's knowledge of its occurrence. The Battalion Chief shall log the receipt of the grievance in the logbook. Confirmation of such shall immediately be forwarded by email to the grievant. The Battalion Chief shall attempt to adjust the matter and furnish it in written form to the employee or his representative within fourteen (14) business days.

#### Step 2:

If the grievance has not been settled, it shall be presented in writing by the employee or his representative on forms (see Appendix C) furnished by the employer to the Fire Chief or his designated delegate within fourteen (14) business days after the Battalion Chiefs response is due. The Fire Chief, or delegate, shall respond to the employee or his representative in writing within fourteen (14) business days.

#### Step 3:

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

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

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

If the grievance is resolved due to mediation, the resolution shall be reduced to writing and signed by the Union and District. The aggrieved employee or Union may request arbitration if the grievance is unresolved due to mediation.

#### Step 4:

If the grievance is still unsettled, either party may request arbitration within ninety (90) business days after the mediator's decision reply. Unless otherwise provided by law, the

arbitrator's decision or award shall be final, conclusive, and binding on the aggrieved employee, Union, and District.

Within twenty-one (21) business days of receiving the appeal to arbitration, the aggrieved employee, Union (if involved), and District shall meet to attempt to define the disputed issue or issues and select an arbitrator from the Federal Mediation and Conciliation Service (FMCS).

If the parties cannot mutually agree on selecting an arbitrator within the prescribed fourteen (14) business day period, they will jointly select an arbitrator from a panel certified by the Federal Mediation and Conciliation Service (FMCS). The FMCS is to assist in choosing an arbitrator by furnishing a panel of seven (7) impartial arbitrators exceptionally skilled in matters involving local government employee relations.

Within 21 days of receiving the panel of arbitrators provided by the FMCS, the Fire Chief or his/her designee shall meet with a representative of the Union to strike names from the panel. In grievances involving disciplinary matters, the District shall strike first, and in all other contract interpretation grievances, the Union shall strike first. After both sides have utilized their three strikes, the last remaining name on the panel shall be the arbitrator selected to hear the case, and the FMCS shall be notified.

The arbitrator shall submit his decision or award in writing within 120 business days following the close of the hearing or the submission of briefs by the parties, whichever is later. However, the parties may mutually agree in writing to extend this time limitation.

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

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

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

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

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

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

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

- A. Election of forum (non-duplication of remedies). The commencing of legal proceedings against the District in a court of law or equity, or before the Public Employees Relation Commission, or any other administrative agency, by an employee, employees, or the union for an alleged violation or violations of the express terms of the agreement shall be deemed a waiver by said employee, employees, or the union of its/their right to resort to the grievance and arbitration procedure contained in this agreement for resolution on the alleged violation or violations of the express terms of this agreement.
- B. A party to a grievance proceeding shall have the right to representation of his choice at any step of the informal and formal proceedings. The aggrieved shall not be required to discuss any grievances if the aggrieved representative is not present. An employee may avail himself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the union provided that:
  - 1. The adjustment is not inconsistent with the terms of this agreement; and
  - 2. The Union has been given a reasonable opportunity to be present at any meeting called for in the resolution of such grievance
- C. At any step in the grievance procedure, the time limits may be extended by mutual agreement of the parties to the grievance. Absences from duty not exceeding ten (10) calendar days for legally prescribed reasons shall automatically extend the time limits equal to the number of days of such absence.
- D. Supervisory directives shall be complied with pending dispute resolution, except in cases that constitute dangerous or hazardous conditions.
- E. Any relief granted before step four (4) shall not be deemed to establish a past practice, custom, precedent, or usage as to any other circumstances or occurrences without the approval of the Fire Chief.
- F. Step one (1) of the grievance procedure may be bypassed by mutual agreement of the aggrieved and the Fire Chief. The grievance shall then be brought directly to the next step.
- G. The parties will cooperate in investigating any grievance and will furnish each other with such requested information to process any grievance, provided the information is not legally restricted or work product related to the grievance or contract negotiations.
- H. The district or Union shall not take any reprisals or recriminations against any employee because of his participation or non-participation in the proceedings outlined in this article.

- I. Grievances and answers submitted under this grievance procedure shall not be placed in the employee's permanent personnel files.
- J. All other rules covering arbitration shall follow the policies and procedures of the FMCS.

## **ARTICLE 12**

### **HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME**

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

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

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

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

\*\* Once an employee has utilized ninety-six (96) hours of sick leave (inclusive of family sick leave), additional occurrences of sick leave use will not be considered time worked (for that work period) to determine overtime pay.

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

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

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

Employees on a 24-hour on-duty/48 hours off-duty work schedule who work more than two hundred twelve (212) hours in a 28-day work period shall receive overtime pay at one and one-half (1-1/2) times their hourly rate of pay for each hour, or portion thereof, over two hundred twelve (212) hours.

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

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

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

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

For any overtime beyond the established working hours (two hundred twelve (212) per work cycle) for special projects only, compensatory time at the rate equal to overtime may be requested instead of overtime pay.



The maximum compensatory time that the bargaining unit personnel shall be allowed to accrue shall be ninety-six (96) hours. Compensatory time shall not be approved above ninety-six (96) hours. Compensatory time may not be carried over a calendar year. Any compensatory time remaining at the end of the calendar year will be paid at the required rate (straight time, overtime, etc.).

## **ARTICLE 13**

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

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

All newly hired employees shall be placed on probation for their first thirteen (13) months of actual work.

At the discretion of the fire chief, this probationary period may be extended to an additional three (3) months of actual work. Management shall inform the probationary employee of the reason(s) for any extension.

Employees on probationary status shall be eligible for membership in the Union and are subject to the terms of this Agreement unless specifically exempted.

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

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

Any employee promoted to a new classification shall serve a thirteen (13) month probationary period.

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

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

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

#### **13.3 - District Seniority**

Seniority means an employee's most recent date of employment or reemployment by the District.

A specific seniority list for rank (DOR) and hire (DOH) dates will be kept.

Upon promotion to a new Job Class, the date promoted will be used as the DOR in that Job Classification.

Date of Rank Job Classifications is defined as:

1. Firefighter

2. Lieutenant
3. Captain
4. Battalion Chief

DOR seniority shall prevail for promotional exams in the event of a tie.

Seniority shall determine vacation picks. The seniority list will be posted and updated annually.

### **13.4- Identical Seniority Dates**

If two (2) or more employees have the same hire date, the position each employee finished in the hiring process will determine the order of seniority.

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

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

### **13.6 - Layoff**

In the event of a personnel reduction, employees shall be given no less than five (5) working days of notice in advance of layoff and shall be laid off in the following order: (a) temporary employees; (b) part-time employees; (c) employees on initial probation; and (d) full-time employees by classification determined by the District.

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

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

### **13.8 - Bumping**

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

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

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

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

Recall shall be in reverse order of layoff.

### **13.10 - Recall Rights**

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

### **13.11 - Physical Examination**

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

### **13.12 - Notice of Recall**

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

## **ARTICLE 14**

### **MINIMUM STAFFING**

#### **14.1 – Staffing Minimums**

The fire chief will determine the minimum staffing levels (not to drop below two (2) per fire apparatus, plus the Battalion Chief), and they are subject to change based on determined operational needs.

The Department's Volunteers will not be used to replace paid personnel but instead bolster levels.

Three (3) officers will also be on duty at all times.

# **ARTICLE 15**

## **SHIFT EXCHANGE**

### **15.1 – General Provisions**

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

A shift exchange or exchange of duty is a voluntary action between two employees solely responsible for executing the requested action within the limits of controlling Federal Regulations.

In no circumstance is the Englewood Area Fire Control District liable for any compensation resulting from any exchange of duties.

Double exchanges (exchange for an exchange) are discouraged but may be approved by the fire chief on a case-by-case basis.

No more than two (2) exchanges per 24-hour period (i.e., 12hr/12hr, 16hr/8hr, 20hr/4hr, etc.) will be allowed.

All requests require the approval of the Battalion Chief at least 48 hours before the date of exchange. However, in an extenuating circumstance, the employee may contact their Battalion Chief for approval with less than 48 hours' notice. Such approval shall not unreasonably be withheld.

Exchanges of duty or exchanges in combination with vacation time will be allowed but must have the approval of the Battalion Chief. Such consent shall not be unreasonably withheld.

Once minimum staffing has been met and all on-duty personnel have had the opportunity to take the shift off, the exchange of duty employee would be permitted to use vacation or comp time to take off. If the swap is for an acting supervisor's position, the person taking that position will be compensated for that acting pay.

No employee shall be permitted to work more than 48 hours in a 60-hour period.

### **15.2 - Clarification on Responsibility**

If an employee who has agreed to work an exchange of shift/duty calls in sick, he will be charged sick leave. Since the employee requesting the exchange of duty did get time off, he is still responsible for paying back the employee who agreed to work but called in sick.

If an employee who has agreed to work in return for an exchange of shift/duty calls in sick, he will be charged sick leave. Since the employee requesting such a return for an exchange of shift/duty did get the time off, the obligation of the exchange of duty has been accomplished for both employees.

If an employee who agrees to work an exchange of shift/duty fails to report for reasons other than sick leave, the employee will be charged vacation, comp, or "X"-time (no pay for the hours absent). Further, this employee will be ineligible to exchange duty hours (new requests) for 90 days on the first occurrence, 180 days on the second, and subject to disciplinary action for any third or subsequent occurrence. Since the employee who failed to report as agreed upon was charged vacation, comp, or "X"-time, the employee who received time off will still owe the agreed-upon hours to that employee.

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

On-duty exchanges must be between employees with minimum qualifications for the position being filled.

### **15.4 Time-Share**

Employees may donate time to each other at their discretion.

## **ARTICLE 16**

### **VACATION LEAVE**

#### **16.1 – Vacation Leave**

As defined in this Agreement, it includes both vacation time and holiday time.

#### **16.2 – Scheduling of Vacation Leave**

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

1. A seniority-based selection system shall be utilized, with no more than two days accepted being Holidays. After January 1, all remaining vacation submitted will be on a first-come, first-serve basis.
2. All requests to cancel earned time off shall be submitted no later than seventy-two (72) hours before the time off is to be used. The request must be sent to the battalion chief in writing. Time scheduled during the November / December pick will only be allowed to be canceled no later than thirty (30) days before that scheduled day off. Under extenuating circumstances, cancellation may be granted, i.e., worker's comp, extended illness, or injury. These situations will be dealt with on a case-by-case basis.

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

3. All employees will follow the vacation policy as outlined above in this Article utilizing the following guidelines:
  1. **Round #1:** The vacation bid process shall commence on November 1 and end on November 10. All rebids must be submitted by November 17
  2. **Round #2** shall commence upon the completion of Round 1 on December 7<sup>th</sup>.
4. Vacation time equal to the amount earned will be used in the calendar year. The Fire Department Administration will maintain a benefit roster, and vacation time will be created to reflect continuous years of service on January 1<sup>st</sup> of each year.
5. While bidding for or requesting vacation slots, it is the employee's responsibility to anticipate the necessary training provided by the District and Medical Director to maintain their position's minimum qualifications and certifications.



### 16.3 - Accrual of Leave

Vacation time shall be credited as earned time off by the following schedule:

<u>Continuous Years of Service</u>	<u>Vacation Leave</u>
1 <sup>st</sup> year - Probationary Employee	120 hours
2 <sup>nd</sup> through 4 years	336 hours
5 <sup>th</sup> through 8 years	408 hours
9 <sup>th</sup> through 13 years	504 hours
14 <sup>th</sup> through retirement	552 hours

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

Requested time off after January 1<sup>st</sup> can be scheduled as long as staffing is available to cover minimum staffing of up to four (4) personnel per shift.

Upon separation, compensation will be calculated on a quarterly basis and paid out accordingly. Unused vacation time will be compensated based on the following compensation rate:

0 year thru 5 years	no compensation rate
6 years thru 10 years	30% compensation rate
11 years thru 15 years	60% compensation rate
16 years thru 20 years	80% compensation rate
21 years thru retirement	100% compensation rate

### 16.4 - Number of Vacation Leave Spots Per Shift

Time off shall be granted for four (4) bargaining unit employees per shift

The parties agree that they may re-open negotiations regarding the number of bargaining unit employees allowed to utilize vacation leave per shift at any time during the terms of this agreement when the size of the labor force is increased.

## **16.5 – Recognized Holidays**

The following is a list of Holidays recognized by the District.

1. New Year's Day
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving
10. Christmas Day

## **ARTICLE 17**

### **SICK LEAVE**

#### **17.1 - Method of Earning Sick Leave**

Sick leave shall be accrued at the rate of fourteen (14) hours per month for all bargaining unit personnel starting from the date of hire, of which two (2) hours will automatically transfer to the department sick leave bank each month.

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

Sick Leave may be authorized only for the following purposes:

1. The employee's personal illness, injury, or exposure to a contagious disease that would endanger others.
2. The employee's appointment with a doctor, dentist, or other recognized practitioner when it is not possible to arrange such an appointment for off-duty hours, with leave not to exceed the extent of time required to complete such appointment.
3. Notification of absence due to illness, injury, or exposure to a contagious disease shall be communicated to the on-duty Battalion Chief no less than one (1) hour before the employee's inability to report for duty. Failure to do so may be grounds for denying sick leave with pay or other disciplinary actions as provided in the District's. The Battalion Chief may grant exceptions in extenuating circumstances.
4. Sick Leave will not be authorized for any employee whose illness or injury is incurred while employed by an employer other than Englewood Area Fire Control District; sick leave will not be approved for use in connection with an illness, injury, or disability resulting from unlawful conduct, excessive use of alcohol use, use of an illegal substance, or use of a drug not prescribed by a physician. Sick leave may be authorized if an employee is enrolled in an approved treatment program.
5. When bargaining unit employees have utilized sick leave for forty-eight (48) or more consecutive hours, they shall provide a "Certification of Healthcare Provider."
6. A bargaining unit employee is authorized to use up to forty-eight (48) hours of sick leave to care for a member of their immediate family. These forty-eight (48) hours count toward the ninety-six (96) hours outlined in 17.2 A. 7 below.
7. When bargaining unit employees have utilized sick leave for more than ninety-six (96) hours cumulatively during a calendar year (Jan 1 – Dec 31), a "Certification of Healthcare Provider" shall be provided for each additional use of sick leave;

additionally, further usage of sick leave will not count as hours worked for overtime computation in that specific work period.

- A. A licensed healthcare provider shall sign the "Certification of Healthcare Provider" acknowledging that the employee could not perform his regularly assigned duties.
- B. In every case of extended illness or injury, employees shall submit a "Certification of Healthcare Provider" from their licensed healthcare provider certifying they are fit for duty.
- C. When an employee is released to full duty and was off duty for more than Ninety (90) calendar days, the employee must complete the District's Re-Entry program.
- D. Failure to produce a required "Certification of Healthcare Provider" may result in denial of sick leave or other disciplinary action.
- E. If it is determined that an employee has abused sick leave by claiming to be ill when physically fit for duty or fails to provide a required "Certification of Healthcare Provider" from a "Licensed Healthcare Provider," then disciplinary action will be taken.

\*\* Extenuating circumstances will be considered, and these provisions may be waived at the discretion of the Fire Chief in consultation with the Union DVP.

**17.3 - Sick Leave Payout**

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

Bargaining unit employees may request pay for unused sick time on or before December 15th of each year, at 100% of their current hourly rate, for a maximum of One Hundred and Forty-Four (144) hours of accrued sick leave more than two hundred forty (240) hours.

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

Ten years through retirement		100% payout

## **ARTICLE 18**

### **EXTENDED LEAVE BANK**

#### **18.1 – Extended Leave Bank**

An extended Leave Bank (ELB) benefit has been established for employees. It shall be available to employees employed by the District who meet the requirements listed below. Extended leave bank hours will be tracked separately.

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

#### **18.2 – Eligibility**

After each employee's first year of service, they will become eligible to join the extended leave bank if they meet the below-mentioned requirements. No employee shall be eligible for benefits under this Article based on an illness or injury known before the employee joined the ELB.

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

ELB benefits (72 hours automatic) may be drawn per illness or injury following utilizing 240 (40-hour personnel 80) hours of sick time, accrued vacation/holiday leave, paid time off, compensatory time, or employee swaps. Employees with less than the minimum combined earned time will be charged leave without pay for the balance before the ELB benefits become effective.

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

If the illness or injury prevents the employee from returning to work, ELB benefits may be applied for and approved monthly for a maximum of 180 calendar days. After 180 calendar days, the District and the Union will meet and discuss any further extension or denial of ELB benefits to an employee on a case-by-case basis. When an employee reaches maximum medical improvement and cannot return to work, no additional ELB benefits shall be approved.

#### **18.4 - Medical Certification**

To maintain eligibility for ELB benefits, employees shall furnish monthly (or upon request) a "Certification of Healthcare Provider" from their licensed healthcare provider with a projected return date, ability to return to "Modified Duty," or their MMI date, to aid in the decision-making process of whether to allow, deny, or extend the benefits; however, the District shall protect against disclosure of such information as confidential medical information.

**\*\* The District reserves the right to request a second opinion at the District's expense.**

### **18.5 - Additional Provisions**

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

Additionally, in accordance with Article 16.3, Vacation time earned for the calendar year shall be used by December 31. As defined in this article, any remaining vacation time on the books shall be transferred to the Employee's ELB.

All current ELB members will remain active as of the signing of this agreement, and they will not be required to sign an authorization form to become active. The list of active participants will be updated annually, and the ELB managers will maintain records.

### **18.6 Release of Duty Fit Testing**

When an employee is released to full duty status and was out for more than Ninety (90) calendar days, the employee will be required to complete the District's Re-Entry Program. This program ensures that the employee is prepared to re-enter the work environment.

## **ARTICLE 19**

### **ON-THE-JOB INJURY**

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

Any member of the bargaining unit on duty who qualifies for Worker's Compensation benefits shall receive their full pay during the illness/injury.

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

When a licensed medical professional releases an employee to limited or "modified duty" status, the district shall accommodate the employee in that capacity until the employee is released to full duty status or reaches Maximum Medical Improvement (MMI).

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

When an employee is released to full duty status and has been off duty for more than 90 calendar days, the employee is required to complete the District's Re-Entry Program.

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

If it is determined that the employee can no longer perform their regular duties, the District may terminate the individual, and all accrued time will be forfeited (not to exceed the amount of time the District provided above the requirements of the Worker's Compensation program).

## **ARTICLE 20**

### **COURT TIME**

#### **20.1 – Jury Duty**

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

#### **20.2 –Subpoenas**

An employee subpoenaed as a witness on a scheduled workday in a case not involving their personal litigation shall be granted administrative leave with pay for the time spent for such court appearance or deposition upon presentation. The employee shall retain any witness fees awarded.

#### **20.3 –Personal Subpoenas**

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

#### **20.5 – General Provisions**

An employee who attends court for a portion of a scheduled workday shall promptly report for work after being released by the Court.

It is the employee's responsibility to notify his or her Battalion Chief of subpoena dates and times. If scheduling is not possible for an on-duty appearance and the employee must appear while off-duty, compensation will be paid as authorized for the time involved.



# ARTICLE 21

## COMPENSATION

### 21.1 – Wage and Salary Plan

Upon ratification of this agreement, Employees will be slotted into the next corresponding salary and then shall progress through the pay plan based on the following schedule, effective October 1, 2024

Rank	FY 24-25	FY 25-26	FY 26-27
Probationary Firefighter (Year 1)	\$20.65	\$21.48	\$22.34
Probationary Firefighter/Paramedic	\$23.37	\$24.31	\$25.28
Firefighter 4 <sup>th</sup> Class (Year 2)	\$22.18	\$23.07	\$23.99
Firefighter/Paramedic 4 <sup>th</sup> Class	\$24.90	\$25.90	\$26.93
Firefighter 3 <sup>rd</sup> Class (Year 3)	\$23.72	\$24.67	\$25.66
Firefighter/Paramedic 3 <sup>rd</sup> Class	\$26.44	\$27.50	\$28.60
Firefighter 2 <sup>nd</sup> Class (Year 4)	\$25.25	\$26.26	\$27.31
Firefighter/Paramedic 2 <sup>nd</sup> Class	\$27.97	\$29.09	\$30.25
Firefighter 1 <sup>st</sup> Class (Year 5+)	\$27.34	\$28.43	\$29.57
Firefighter/Paramedic 1 <sup>st</sup> Class	\$30.06	\$31.26	\$32.51
Probationary Engineer (Year 1)	\$28.26	\$29.39	\$30.56
Probationary Engineer/Paramedic	\$30.98	\$32.22	\$33.51
Engineer (Year 2+)	\$29.17	\$30.33	\$31.55
Engineer/Paramedic	\$31.89	\$33.16	\$34.49
Probationary Lieutenant (Year 1)	\$29.67	\$30.85	\$32.09
Probationary Lieutenant/Paramedic	\$32.39	\$33.68	\$35.03
Lieutenant (Year 2+)	\$31.17	\$32.42	\$33.71
Lieutenant/Paramedic	\$33.89	\$35.24	\$36.65
Probationary Captain (Year 1)	\$31.71	\$32.98	\$34.30
Probationary Captain/Paramedic	\$34.43	\$35.81	\$37.24
Captain (Year 2 +)	\$33.26	\$34.59	\$35.97
Captain/Paramedic	\$35.98	\$37.41	\$38.91
Probationary Battalion Chief (Year 1)	\$37.09	\$38.57	\$40.11
Battalion Chief (Year 2+)	\$38.61	\$40.15	\$41.76

\* Paramedic pay requires Medical Director credentialing

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

Employees covered under this agreement shall progress through the wage and salary plan by completing the required training defined in the Englewood Fire Department – Professional Development Plan.

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

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

Acting Lieutenant	\$2.25 per hour
Acting Battalion Chief	\$3.25 per hour

When an employee is assigned to work “out of class,” compensation will be as defined in the schedule above and will start from the first hour worked during the assignment period.

## **ARTICLE 22**

### **LONGEVITY**

#### **22.1 – Longevity Pay**

Additional pay based on longevity shall be authorized to bargaining unit employees in accordance with the following schedule. Longevity intends to provide an incentive and reward for continuous service.

\$0.04 hr. per year of service beginning on the bargaining unit member's 10th anniversary

## ARTICLE 23

### EDUCATIONAL PROVISIONS

#### 23.1 – Incentive Pay

The following incentives are available beginning October 1, 2021.

**US Coast Guard Captain** – Any member of the District who obtains and maintains a United States Coast Guard Captain's license will receive \$0.42 hr.

**Lieutenant/Captain Qualified Incentives**—The Lieutenant/Captain can replace their sunset incentives with any following, up to a maximum of 6 - \$0.14 hr.

1. Fire Officer 2 (State Certification)
2. Incident Safety Officer (State Certification)
3. Health & Safety Officer (State Certification)
4. Preparation for Initial Company Operations (PICO) NFA
5. Strategy and Tactics for Initial Company Operations (STICO) NFA
6. Wildland Interface for the Structural Company Officer NFA
7. Emergency Services Leadership Institute (ESLI)
8. Any National Fire Academy Leadership Course (must be approved in advance)

**Battalion Chief Qualified Incentives**—Battalion Chiefs can replace their sunset incentives with any following, up to a maximum of 6 - \$0.14 hr.

1. Fire Investigator (State Certification)
2. Fire Officer 3 (State Certification)
3. Public Information Officer
4. Managing Disciplinary Challenges in the Fire Service (Varone)
5. Emergency Services Leadership Institute (ESLI)
6. Any National Fire Academy Leadership Course (must be approved in advance)

**Field Training Officer**— The District agrees to create six (6) Field Training Officer positions, one (1) Fire and one (1) EMS per shift. Field Training Officers will receive \$0.42 hr.

**Honor Guard** - Any District's Honor Guard member will receive \$0.17 hr.

## **23.2 – Sunset Incentive Pay**

The parties agree to sunset the existing list of Qualified Incentives. Any member receiving compensation for incentives on the sunset list will continue to receive said compensation if the incentives do not expire. As of October 1, 2021, members will not be able to receive compensation or any incentive they are not currently receiving.

The district agrees to compensate bargaining unit employees with \$0.13 hr. for each educational incentive achieved, with no more than six (6) incentives being paid per year. Proper documentation and an incentive application form (Appendix “G”) must be submitted to the Administration for approval. The qualified incentives are as follows.

### **QUALIFIED INCENTIVES**

1. Fire Safety Inspector (State certified)
2. Fire Service Instructor (State certified) 1,2,3
3. USCG licensed Captain
4. Apparatus and Pump Operator (State certified)
5. Aerial operations
6. LFTI1 (State certified)
7. Fire Investigator (State certified)
8. Fire and Life Safety Educator (State certified)
9. Incident Safety Officer (State Certified)
10. Health & Safety Officer (State Certified)
11. Paramedic (State certified)
12. Fire Officer 1,2,3 (State certified)

Before receiving the incentive, the employee must complete the required documentation and provide the administration with the original certification and the proper renewal certificates.

\*\*To continue eligibility, Any Incentive with an expiration date must be presented to the Fire Administration on October 1st of each year.

## **23.3 – Educational Reimbursement**

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

b) No course that is required to meet the minimum qualifications for that employee’s then-current classification may be used to qualify for the incentive pay as provided for in Article 23.1 or Article 23.2.

## **24.4 – Tuition Reimbursement**

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

1. A Learning Development Plan outlining the degree sought, the required courses, and the anticipated timeline must be submitted.
2. Reimbursement approval is contingent on available funds allocated to the Tuition Assistance program amount outlined in the District's Budget. Reimbursement shall be on a first-come, first-served basis up to two thousand dollars (\$2,000) annual maximum per member.
3. The school must be accredited by the Southern Association of Colleges or approved in advance by the Fire Chief.
4. The degree of study must be eligible for the employee to receive incentive payments from the Florida Firefighters Supplemental Compensation Program upon completion of the associate or bachelor's degree program.
5. The Tuition Reimbursement Request Form must be submitted to the Fire Department Administration for approval before any course commences.
6. Within 90 of the completion of the course, the employee shall submit a copy of the original approved form with all receipts and a grade report, and the tuition shall be reimbursed using the following criteria:
  - a. Grade A – 90% of the tuition cost.
  - b. Grade B – 80% of the tuition cost.
  - c. Grade C – 70% of the tuition cost.
7. Pass/Fail Course – Pass = 100% of the tuition cost, Fail = 0%.

## **24.5 - Failure of a Required or Department-Funded Training Program**

If an employee fails a course or fails to complete a course paid for by the District, the employee will reimburse the District for the total cost of any training, including lodging and travel expenses.

If the employee completes the training course and resigns from employment or is terminated for just cause, the employee shall be indebted to the District for the District's cost of the training.

Resignation / termination after successful completion	Percentage of cost owed by employee
Within three (3) years	100%
Three (3) to Five (5) Years	75%
Five (5) to Ten (10) Years	50%
After ten (10) years	0%

When the District requires an employee to attend Minimum Standards:

The employee will be terminated if the employee does not successfully complete the training course. The District may withhold all the educational funds expended for the training from the employee's pay and accrued benefits to the extent allowed by applicable law, and the employee shall be indebted to the District for the balance.

The District may withhold the amount due from the employee's wages and accrued benefits to the extent allowed by applicable law, and the employee shall owe the District the remaining balance.

## **ARTICLE 24**

### **MEDICAL PHYSICAL EXAMINATIONS**

#### **24.1 – Medical Examinations**

Each member of the Bargaining Unit shall undergo an annual physical examination. The required physical examination shall include but is not limited to blood work, electrocardiogram, physical assessment, ultrasound, stress test, and hearing/vision.

The physical examination shall be at no cost to the bargaining unit member. It will be scheduled on the member's duty day unless the bargaining unit member misses their scheduled physical, in which members must make up the physical on time.

After the medical examination, the District will be provided a "Fit for Duty" or "Not Fit for Duty" certification from the provider for each Bargaining Unit member. Upon being notified of a member's "Not Fit for Duty," the Fire Chief can place the member on "Modified Duty" concerning work restrictions. A member who elects not to perform "Modified Duty" is authorized to utilize their sick leave until the member submits a return-to-work release from a licensed physician.

Confidentiality shall be maintained, and any results will be subject to review only by the employee and the licensed medical provider. The District will not have access to these results unless authorized by the employee in writing or as otherwise provided for by law.



## **ARTICLE 25**

### **INSURANCE**

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

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

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

#### **25.2 - Life Insurance**

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

#### **25.3 - Workers Compensation**

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

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

#### **25.4 – Retiree Medical Supplemental Benefit**

The parties understand the importance of the medical benefits for the retiree. Therefore, any bargaining unit employee who retires from full-time employment with the District may choose to participate in the District's Group Health Benefits Plan. Notwithstanding, Retirees will be responsible for paying the prevailing monthly premium cost of such insurance in an amount no greater than that of any other District Employee.

#### **25.5 – Cancer Coverage**

Cancer insurance is provided to all district employees. Cancer coverage for retirees is carried under the following provisions:

- a) Entitled for ten (10) years post-employment.
- b) Retirees must maintain the district-sponsored health plan.

## **ARTICLE 26**

### **PENSION**

#### **26.1 – Local Law Pension Plan**

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

## **ARTICLE 27**

### **MISCELLANEOUS PROVISIONS**

#### **27.1 - Travel Pay**

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

#### **27.2 - Refutation**

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

#### **27.3 - Indemnification**

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

#### **27.4 - Overtime List**

The District shall maintain an overtime list to award unscheduled overtime.

## **ARTICLE 28**

### **UNIFORMS**

#### **28.1 – Uniforms Provided**

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

- T-Shirts
- Shirts
- Pants
- Dress uniform
- Belt

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

Items will be replaced based on their condition.

The “Uniform Policy” addresses uniform classifications and establishes the quantity of items to be issued.

##### **Station Footwear Allowance:**

The District shall provide an allowance of two hundred fifty (250) dollars per year to repair or purchase station footwear. This will be a one-time per-year allowance paid in October each year.

Approved footwear must be black, polishable, safety-toed shoes or boots. Athletic shoes are not permissible.

Employees will be responsible for the purchase or repair of station footwear.

## **ARTICLE 29**

### **PRESERVATION OF BENEFITS AND SEVERABILITY**

#### **29.1 – Preservation of Benefits**

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

#### **29.2 - Severability**

Suppose any article or section of the agreement should be found invalid, unlawful, or not enforceable because of existing or subsequently enacted State Legislation or by an appropriate judicial authority. In that case, all other articles and sections of this agreement that are not affected by the article(s) or section(s) shall remain in full force and effect for the duration of this agreement.

After either party is notified in writing that such invalidation has occurred, the parties shall meet within thirty (30) calendar days to begin negotiations on a replacement(s) as may be required.

## **ARTICLE 30**

### **DURATION OF AGREEMENT**

#### **30.1 – Duration of Agreement**

Effective date - Except as otherwise provided herein, this agreement shall be effective as of October 1, 2024, and shall continue until September 30, 2027.

#### **30.2 – Agreement**

Successor Agreement—This agreement shall automatically renew from year to year after that unless either party notifies the other in writing before April 1ST before the expiration date that it desires to negotiate a new agreement. Notification shall be by the Union's DVP, Agent, District Chairperson, or Fire Chief. If notice is given to negotiate, negotiation shall begin no later than 180 days before the expiration date. This agreement shall remain in full force and be effective during negotiations until a new agreement is reached.

#### **30.3 – Successor Clause**

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

**APPENDIX A  
DUES DEDUCTION FORM**



**AUTHORIZATION  
FOR DEDUCTION  
OF UNION DUES**

I \_\_\_\_\_ hereby authorize  
Print Name  
 my Employer to deduct from my salary each pay period,  
 my Union Dues as certified to the Employer by the  
 Union.

I understand that this authorization is voluntary and may  
 be revoked by me at any time, by giving my Employer  
 and the Union, thirty (30) days advance written notice.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Job Title Dept. Shift

\_\_\_\_\_  
Social Security Number Employee Number

**For Union Office Use Only:**

DVP date received: \_\_\_\_\_ Date forwarded to payroll \_\_\_\_\_

Sec./Treas. date received: \_\_\_\_\_

White: Union copy

Canary - Payroll copy

Pink - Member's copy

**APPENDIX B**  
**EXTENDED LEAVE BANK FORM**

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**ENGLEWOOD AREA FIRE CONTROL DISTRICT**

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

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

24 hours *(24/48 shift personnel)*

16 hours *(40 hour personnel)*

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

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

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

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



**APPENDIX C**  
**GRIEVANCE FORM**  
**ENGLEWOOD AREA FIRE CONTROL DISTRICT**  
**Contract Grievance Form**

STEP 1: _____ Date Submitted
STEP 2: _____ Date Submitted
STEP 3: _____ Date Submitted

1. Name of Grievant: \_\_\_\_\_
  2. Rank or Title of Grievant: \_\_\_\_\_
  3. Date grievance is alleged to have occurred or discovered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  4. Article of contract alleged to have been violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  5. Specific language of article alleged to have been violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**APPENDIX D**  
**EDUCATIONAL PROVISIONS FORM**



**TUITION REIMBURSEMENT REQUEST**

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

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

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

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

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

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

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

