



Agreement Between

SUNCOAST PROFESSIONAL FIREFIGHTERS & PARAMEDICS  
LOCAL 2546 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
AFL-CIO/CLC

and the

CEDAR HAMMOCK FIRE CONTROL DISTRICT

Date of Ratification through September 30, 2020

**COLLECTIVE BARGAINING  
AGREEMENT**

**CEDAR HAMMOCK FIRE CONTROL  
DISTRICT (“District”)**

**AND**

**SUNCOAST PROFESSIONAL  
FIREFIGHTERS AND PARAMEDICS, IAFF  
LOCAL 2546 (“IAFF”)**

2017 through 2020

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## **ARTICLE 1**

### **PREAMBLE AND AGREEMENT**

This Agreement is entered into by and between Cedar Hammock Fire Control District hereinafter referred to as the District or Employer and Suncoast Professional Fire Fighters & Paramedics, Local 2546, of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the IAFF or the Union. It is the purpose of this Agreement to assure a sound and mutually beneficial working relationship; to achieve and maintain harmonious relations between the Employer and the Union; and to provide for equitable and peaceful adjustment of differences which may arise and to set forth herein the entire agreement between the parties concerning wages, hours, and other terms and conditions of employment.

The parties recognize that the best interest of the community will be served by assuring the public at all times of orderly and uninterrupted operations and functions of the Fire Control District, and by providing in the most efficient manner, superior public service to the citizens of the community.

## **ARTICLE 2**

### **RECOGNITION**

The Cedar Hammock Fire Control District recognizes the Union as the Bargaining Agent for two bargaining units certified by the Public Employees Relations Commission (PERC) as Certification number 1900 (Firefighters – all classes -- and Fire Inspector) and Certification number 1899 (Lieutenants and Captains). All positions not specifically included in these units are excluded.

## **ARTICLE 3**

### **NON-DISCRIMINATION**

#### **Non-Discrimination**

Union and District shall apply the provisions of this Agreement equally to all employees without unlawful discrimination or harassment because of race, color, religion, sex, gender identity, national origin, age, disability, marital status, Veteran's status, political affiliation or membership or non-membership in Union or any other legally protected characteristics in accordance with applicable Federal law, State law or local ordinance, as may be amended from time to time.

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

Union shall comply with all Federal laws, State laws, and local ordinances, and the rules and regulations promulgated by the Florida PERC, and will accept persons into its organization as full members without regard to race, color, religion, sex, national origin, age, disability, marital status, or political affiliation, or any other legally protected characteristics in accordance with applicable Federal law, State law or local ordinance, as may be amended from time to time. The Union shall also not harass or discriminate unlawfully against any employee covered by the terms of this Agreement, regardless of whether or not such employee is a dues-paying member in the Union.

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

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

## ARTICLE 4

### MANAGEMENT RIGHTS

#### Section 1.

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers or authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer. Management officials of the employer retain the rights which include, but are not limited to the following:

- A. To determine the organization of the Cedar Hammock Fire Control District;
- B. To determine the purpose and functions of the Department and its constituent divisions/operations;
- C. To manage and supervise the Fire Department and exercise control and discretion over the organization and staff of the Department, as well as the operations and activities thereof during shift time.
- D. To perform those duties and exercise those duties and exercise those responsibilities which are assigned to it by Federal and State Law, by Ordinance or by District regulation.
- E. To exercise control and discretion over the organization and efficiency of operations of the District.
- F. To set standards for services to be offered to the public.
- G. To manage, direct and maintain efficiency of the employees of the District.
- H. To hire, examine for purposes of hiring and promotion, promote in accordance with current procedures, train, transfer, assign, schedule and retain employees in positions with the District.
- I. To select managerial personnel from the working forces strictly on the basis of management's determination of individual ability.
- J. To counsel, discipline, suspend, demote, discharge, transfer or take other disciplinary action against employees with just or proper cause.



- K. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or other legitimate reasons.
- L. To decide the number, location, design and maintenance of the Fire Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities.
- M. To establish, change, or modify duties, tasks, and grades of positions or employees assigned to an organization, unit, department or project consistent with the rank structure established herein, including the right to contract or subcontract existing or future work, provided that the Employer agrees to negotiate with the Union regarding the impact of any such contract or subcontract.
- N. To establish, change, or modify duties, tasks, and responsibilities within job descriptions.
- O. To engage in new developmental programs or projects and/or revise the methods of performing the Department's mission.
- P. To make studies of workloads, job assignments, method of operation and efficiency from time to time.
- Q. To draft, make, issue, modify, adjust, publish and/or implement workplace-related and operations-related policies, guidelines, rules and regulations not in express conflict with the Articles of this Agreement.
- R. To introduce new, different or improved methods, means, processes, property or other maintenance, service and operations not in express conflict with the Articles of this Agreement.

## **Section 2.**

The District Commission has the sole authority to determine the purpose and mission of the Fire Department and the amount of the budget to be adopted consistent with state law.

## **Section 3.**

If civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Fire Chief or his designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 4.**

For the purpose of this Agreement, the term Employer, Fire Chief or his designee shall include any official of the Fire Department administration authorized to act in the capacity of the Fire Chief.

**Section 5.**

It is expressly understood that the District shall not be deemed to have waived or modified any management rights available under applicable law, or in this Agreement, by not identifying or exercising said rights either in a particular manner or in a particular matter or at a particular time.

**Section 6.**

It is expressly understood that the Union retains the right to bargain any proposed changes to the terms and conditions of employment that are mandatory subjects of bargaining. The Union, further, retains the right to bargain over legally recognized impacts identified by the Union as a consequence of a decision by the District which impacts upon terms and conditions of employment which are mandatory subjects of bargaining

## ARTICLE 5

### EMPLOYEE RIGHTS

#### **Section 1.**

Bargaining unit employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to join, and participate in, or refrain from joining or participating in the union.

#### **Section 2.**

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

#### **Section 3.**

Employees shall be subject to the District's workplace-related and operational-related policies, guidelines, rules and/or regulations and past practices (together referred to as "Rules.") If any material conflicts arise between the terms of this Agreement and the District's Rules, the express terms of this Agreement shall govern.

#### **Section 4.**

Employees and Employer shall abide by and comply with the District's Rules as defined herein as they may relate to wages, hours, benefits, and other terms and conditions of employment. A "past practice" is a practice which does not conflict with the express terms of this Agreement, may be written or unwritten, and shall meet the criteria established by Florida PERC.

## **ARTICLE 6**

### **UNION BUSINESS**

#### **Section 1.**

The names and contact information of the Union District Vice President, and Union Steward or their designee (“Union Representatives”) shall be provided in writing to the Fire Chief within seventy-two (72) hours of assuming such position(s). The Union may only designate a maximum of four (4) Union Representatives, which includes the DVP and Union Steward for purposes of conducting Union Business under this Article.

Union Representatives (one DVP and one Steward) will be allowed to enter the District fire stations between the hours of 12 noon and 1:00 P.M. and between 6:00 P.M. and 9:00 P.M. to discuss Union business with, and pass on information to bargaining unit employees. This activity will be confined to the Day Room and dining areas, and shall not interfere with any duties that employees may be performing or with the business or operation of the District. The District Vice President or his designee will be permitted to perform the functions described in this Article at his assigned station while he is on duty, subject to the other provisions of this Article.

#### **Section 2.**

Solicitation on District property of any and all kinds by the Union including the solicitation of grievances, of membership, and the collection of Union monies or dues, shall not be engaged in during working hours of the solicited individual(s).

#### **Section 3.**

Employees who are Union Representatives will be granted time off without pay to perform Union functions, and attend Union events, subject to the Fire Chief’s prior approval. Fire Chief’s review of whether to approve or deny time off without pay for union business shall be based on the operational and strategic needs of the District as solely determined by the Fire Chief. Union Representatives will be allowed to submit for vacation to attend to Union events, subject to District’s Rules for taking vacation.

## **ARTICLE 7**

### **RULES AND REGULATIONS**

Except as otherwise provided for in this Agreement, the District's workplace-related and operations-related policies, guidelines, rules and regulations, and past practices (together herein referred to and defined herein this Agreement as "Rules") in effect as of the ratification date of this Agreement shall remain in effect. Only to the extent involving management rights, the District will have the right to make, issue, modify, publish, implement and enforce current or new workplace-related and operations-related policies, guidelines, rules and regulations, and comply with or alter past practices.

Upon ratification date of this Agreement, any changes to then-existing Rules as defined herein, or any new Rules being proposed will be posted for a period of seven (7) days before becoming effective. During the seven (7) day posting period, if the Union identifies in writing any adverse impact that any such Rules may have on an existing term or condition of employment, and if the Union requests negotiations within the seven day posting period, the District will negotiate with the Union regarding the impact of the identified Rule(s). Nothing herein, however, shall prohibit the District from implementing the identified Rule(s) as allowed by applicable law. Any impasse relating to impact bargaining of the identified Rule(s) shall be governed and resolved pursuant to applicable law.

It is expressly understood that the Union shall not be deemed to have waived or modified any right to bargain any proposed changes to terms and conditions of employment that are mandatory subjects of bargaining. The Union further retains the right to bargain over legally recognized impacts identified in writing by the Union as a consequence of a decision by the District which impacts upon terms and conditions of employment which are mandatory subjects of bargaining.

## **ARTICLE 8**

### **DISCIPLINE AND DISCHARGE**

Pursuant to the District's Rules as defined herein, bargaining unit employees will be subject to discipline or discharge for proper cause at the discretion of District management. Discipline and discharge of bargaining unit employees will be governed by the Fire Fighter Bill of Rights to the extent required by law. Documentation concerning discipline will be maintained in the employee's permanent personnel file.

Because written and oral reprimands are not independently subject to binding review by an outside third-party neutral arbitrator, the District shall not limit a bargaining unit employee's educational attendance, reimbursement benefits, or shift exchange benefits based on a written or oral reprimand received by the bargaining unit employee alone.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**  
**AND ARBITRATION**

**Section 1.**

The grievance and arbitration procedures outlined in this Article shall be utilized to resolve grievances involving contract violations or contract interpretation disputes, and grievances involving challenges to suspension without pay, demotion, or termination from employment. There shall be no right to arbitrate grievances involving discipline other than those specified in this Article 9. Grievances outside the scope of this Article may be filed pursuant to the terms of this Article, but cannot proceed to arbitration.

A grievance is defined as any dispute which may arise concerning the meaning or interpretation of this contract which shall be settled in the manner described in this Article. Every effort will be made by the employees, the Union and the District to adjust grievances informally and promptly at the first step with his/her Deputy Chief. An employee may be assisted or represented by a representative of the Union at his/her discretion at each step of the Grievance Procedure.

Any grievance filed under this Article shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the grievance will be signed by an officer of the Union.

No grievance shall be accepted for processing under the terms of this Article which does not specifically set forth any and all parts of this Agreement which are disputed or which are the subject of the dispute, and the grievance shall be limited only to the section(s) specifically identified therein.

**Section 2.**

The employee shall present the grievance as set forth below:

Step 1: The grievance shall be presented in writing to the employee's Deputy Chief within ten (10) calendar days from the time the employee or the Union knew or by reasonable diligence should have known of the event in question. The Deputy Chief shall reach a decision and communicate in writing within ten (10) calendar days to the employee and his representative if one was present.

Step 2: If the employee is not satisfied with the reply in Step 1 within ten (10) calendar days thereafter he/she or they may present the written grievance to the Fire Chief. The Fire Chief shall meet with the aggrieved employee and representative,

if applicable, within ten (10) calendar days after receipt of the written grievance and endeavor to reach an adjustment of the grievance. The Fire Chief shall give a written answer within ten (10) calendar days of this meeting.

Step 3: If the party grieving is not satisfied with the resolution of the matter, he/she or it may proceed to arbitration.

Time limits may be extended upon mutual consent in writing by the employee or the Union and the Employer; otherwise time is of the essence in processing each step of the grievance procedure. The day of the event shall not be counted when determining a grievance has been timely filed.

Grievances may be raised by the Employer and shall be submitted to a Step 2 meeting between the Fire Chief and the D.V.P. of the Union.

### **Section 3.**

Only grievances which satisfy each of the following conditions are subject to arbitration hereunder.

- a. The written grievance and written demand for arbitration clearly identifies the section or provisions allegedly violated.
- b. A demand for arbitration has been made in writing within thirty (30) calendar days from and after receiving the answer at Step 2 of this grievance procedure.
- c. The grievance was processed within the time limits set forth in Section 2 of this Article.

An arbitrator hereunder shall only have jurisdiction to determine whether or not the identified contract provision has been violated in the respect alleged in the written demand for arbitration, but may consider, to the extent applicable, the entire contract in reaching such a decision.

### **Section 4.**

In the event that the parties cannot mutually agree on the selection of an arbitrator within ten (10) calendar days, the party seeking arbitration may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Either party may strike the entire panel of arbitrators. Otherwise, the parties shall alternatively strike the names from the list with the party initiating the grievance striking first, and with the last remaining name being selected as the arbitrator. Once an arbitrator is selected, if arbitrability is at issue, it must be raised in writing to the arbitrator with copy to the other party within fifteen (15) days of the selection of the arbitrator. The arbitrator shall rule on arbitrability at the beginning of the hearing. A hearing on the merits



may proceed immediately thereafter if the arbitrator deems the issue(s) to be arbitrable. To the extent a hearing on the merits is held, post-hearing briefs shall be submitted. The decision of the arbitrator shall be rendered within thirty (30) days of the post-hearing briefs being filed with the arbitrator. The arbitrator's decisions shall be in writing and shall be final and binding on all parties.

**Section 5.**

In rendering the decision, the arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted to him.

In the case of a decision involving a suspension without pay, demotion, or termination, the role of the arbitrator shall be to:

- a. Determine whether the District acted with just or proper cause in rendering the decision;
- b. Determine if the resulting decision was just or proper, taking into account all evidence and testimony presented at the arbitration hearing;
- c. Sustain the resulting decision, if the Arbitrator finds that the District acted with just or proper cause.
- d. Modify or eliminate the decision if it is determined that the District acted without just or proper cause.

Each party shall bear the cost of preparing and presenting its own case, including its own attorney's fees. Upon evaluating the merits of the grievance, the arbitrator shall have the authority to determine whether the losing party shall be held responsible for paying the fees and reasonable costs of the arbitrator, any court-reporter related costs, and the arbitrator's copy of any official transcript, if ordered or requested.

Grievances and answers thereto submitted pursuant to this grievance procedure shall be placed in an employee's permanent personnel file

## **ARTICLE 10**

### **HOURS OF WORK AND WORK SCHEDULE**

#### **Section 1.**

The work schedule for Shift Employees shall normally be 24 hours on duty followed by 48 hours off duty, except for variations needed to comply with the maximum hours for the work period established for employees assigned to a 24 hour shift.

The work schedule for Staff Employees shall be 40 hours per week, Monday through Thursday.

#### **Section 2.**

For Shift Employees, the applicable work period shall be a 28-day work period (2756 hours annually), with such personnel being compensated overtime pay at one and one-half times their regular rate of pay for all hours actually worked in excess of 212 during the 28-day work period, with the workweek defined as Sunday through Saturday. Regular rate of pay shall be as determined under FLSA.

Staff Employees who are not exempt shall be compensated overtime pay at one and one-half times their regular rate of pay for all hours actually worked in excess of 40 hours in a 7-day workweek, Sunday through Saturday.

#### **Section 3.**

Call backs of employees to duty by the Chief or his designee shall be compensated at a rate of one and one-half times the regular rate of pay for a minimum of one hour, or the actual hours of work, whichever is greater.

#### **Section 4.**

For purposes of determining whether a Shift or Staff employee is eligible for overtime pay under this Agreement, only actual hours worked shall be counted for such purposes. Except for Vacation Leave, Wellness Days and Comp Time, paid or unpaid time off shall not be considered as actual hours worked for purposes of determining overtime.

**ARTICLE 11**  
**SHIFT EXCHANGE**

**Section 1.**

Upon 72 hours' written notice to the Battalion Chief in charge, employees assigned to the 24/48 hour work schedule may be granted a shift exchange subject to the guidelines below. Any shift exchange shall not result in any additional overtime or affect the annual leave of the individuals involved. There shall be no cash paybacks or cash for work trade. Shift exchanges will be approved only on a class-for-class basis or certification-equivalent basis, as so determined by the Battalion Chief.

**Section 2.**

Each employee will be allowed a maximum of two hundred and eighty-eight (288) hours of working time off in each calendar year for shift exchange regardless of the initiating employee. The minimum shift trade permitted on any one occasion will be in one (1) hour increments. Both sides of any shift trade must be completed within one calendar year of the approval of the shift exchange, and the payback date of the shift exchange shall be included in the written shift exchange request.

**Section 3.**

The following criteria shall apply to shift exchanges:

- a) If an employee who agreed to work the shift exchange ends up calling in sick, then sick time will be charged to that employee. The employee who requested the shift change shall be responsible for paying back the employee who agreed to shift but then called in sick.
- b) Because the employee requesting the exchange did obtain the time off, the obligation of the exchange of duty has been met for both employees.
- c) Failure to work an exchange of duty for reasons other than sick or FMLA may result in revocation of future Shift Exchange privileges.
- d) The District retains the discretion to reject or deny a request for a shift exchange for operational or training needs. A denial of a shift exchange for identifiable operational or training reasons shall not form the basis for a grievance.
- e) If an employee is out on FMLA or worker's compensation leave, the employee cannot initiate or accept a shift exchange, and if a payback is owed, then the payback shall be rescheduled or a trifecta shift exchange shall be effectuated in order to prevent overtime.

f) The understanding and agreement of a shift exchange is solely between the employees affected. Failure of a shift exchange to be fully effectuated, including any payback, shall not result in a grievance under the terms of this Agreement.

## **ARTICLE 12**

### **SAFETY AND HEALTH**

#### **Section 1.**

The Employer shall make reasonable provisions to ensure the safety and health of each employee during the hours of their employment. Employees will be required to use all safety clothing and protective devices made available by the Employer and shall also be required to observe and comply with safety-related rules and policies promulgated by the District for their protection as well as for the protection of others. Each employee shall report any unsafe practice or condition of which they are aware to the officer in charge immediately.

## **ARTICLE 13**

### **PROBATION**

All employees upon hiring shall be placed on probation for the first twelve (12) months of actual work in the hired position. All newly promoted employees shall be placed on probation for the first six (6) months of actual work in the promoted position. This probationary period for new hires or newly promoted employees may be extended at the discretion of the Fire Chief upon notice providing the basis for such extension. The District may terminate new hires during the initial or extended probationary period for performance or conduct reasons upon notice, with such termination during the initial or extended probationary period not being subject to being grieved under this Agreement.

## **ARTICLE 14**

### **PROMOTIONS**

The District's Rules, policies and procedures relating to Promotions as in effect on the date of the ratification of this Agreement shall remain in effect.

## ARTICLE 15

### SENIORITY, LAYOFF AND RECALL

#### **Section 1.**

Seniority shall be determined by continuous service with the District calculated from the date of employment. Seniority shall be broken due to termination, resignation, retirement, leave of absence or layoff. Employees with the same employment date shall be assigned seniority pursuant to alphabetical order of the last name (for e.g., A getting preference over Z.) A seniority list shall be published annually.

#### **Section 2.**

Employees who select conflicting vacation schedules will receive a preference based upon seniority, unless the needs of the District dictate otherwise as determined by the District.

In the event a layoff is deemed necessary by the District, such layoff of employees shall occur in reverse order of their District Seniority. Any recall will be in reverse order of the layoff, with any recall rights under this Agreement expiring one year after the date of layoff.

Notice of recall shall be provided by certified mail, return receipt requested, to the last known address on file with the District's office, with a copy to the Union DVP. Within fourteen (14) calendar days of the certified mail return receipt, the laid off individual shall notify the District in writing of any intention to return. Failure to do so on a timely basis will result in forfeiture of any recall right.

At all times, any individual recalled to work shall be required to complete successfully a physical examination, consistent with any District pre-employment requirements, before being returned to work as an employee. Failure to complete successfully the physical examination shall terminate any District obligation to return the individual to work.

#### **Section 3.**

In the event that the District merges or consolidates its operations with one or more other fire districts, the active seniority of employees of the District will be dove-tailed with the seniority of employees employed by such other district or districts.



## **ARTICLE 16**

### **DUES DEDUCTION**

#### **Section 1.**

During the term of this Agreement, the Employer agrees to deduct monthly dues and uniform assessments in an amount certified to be the current rate by the Union treasurer from the pay of each Employee who has individually authorized such deduction in writing. The Employer will monthly remit to the Union treasurer an amount equal to the total deductions authorized by the Employees for the respective month, with a list of personnel for whom the deductions were made.

#### **Section 2.**

Employees may voluntarily revoke their authorization to deduct dues upon request by providing at least thirty (30) days' written notice to the Employer and the Union.

#### **Section 3.**

The Union will pay the District an annual fee of \$150 to account for the cost of processing deductions. Such reimbursement will be made in an annual lump sum payment. The first annual, lump sum payment will be made by the Union within thirty (30) days after the execution of this Agreement. Subsequent annual payments will be made by October 31

#### **Section 4.**

The District will strive for accuracy in providing deduction service, but in the final analysis, both the Employer and the Union agree that the claim for and payment of deductions is a matter to be settled between the Union and its members. Any liability for deductions deducted by the Employer and paid over to the Union will be borne by the Union and not by the Employer. Therefore, the Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer on account of payroll deductions arising out of this Article, except where the actions of the Employee are proved to be intentional and malicious.

**ARTICLE 17**  
**BULLETIN BOARD**

**Section 1.**

The District will permit the Union to post at the sole expense of the Union, one (1) bulletin board no larger than (2) feet by (3) feet in a mutually agreed upon location in each District Fire Station.

**Section 2.**

These bulletin boards may be used by the Union for the purpose of conveying official information from the Union to bargaining unit employees. The Union shall be the sole user of the bulletin boards and only documents which constitute official Union business may be posted.

**Section 3.**

All information to be posted shall not contain any endorsement of any candidate for any office or any elected officials holding any office, and shall not contain or portray any information (whether in writing, printed, photographically, digitally or otherwise) that violates the District's Rules, including but not limited to the District's Anti-Discrimination and Anti-Harassment policies. The District may remove any information which violates its Rules.

## ARTICLE 18

### ON-THE-JOB INJURY, ILLNESS AND DISABILITY

#### **Section 1.**

An employee who is injured while on duty shall be placed on Workers' Compensation.

#### **Section 2.**

Employees on Workers' Compensation will receive their workers' compensation benefits as their sole benefit in lieu of payment of salary during their absence from active duty. The employees on Workers' Compensation benefits may supplement the difference between Workers' Compensation benefits and their regular salary by use in sequential order of accrued sick leave, wellness days, or vacation leave to the extent that the employee has an accrued sick leave, wellness days and/or vacation leave balance. At no time shall the total of an employee's workers' compensation benefits and supplementation by use of any accrued paid leave permitted under this section exceed the employee's regular pay.

#### **Section 3.**

Consistent with the District's Rule on Temporary Transitional Duty Assignments, the District will not be required to create light duty positions for an employee who is unable to perform his regular duties as a result of on-duty illness, injury or disability. An employee who is disabled as a result of an on-duty illness or injury may, at the sole discretion of the Employer, be placed in a light duty position if the Employee meets the qualifications, and the Employer determines that such a light duty position exists and is available. Any such TTD assignments shall be limited to six (6) months in duration, though they may be extended at the discretion of the Fire Chief. The District reserves the right to terminate employment in the event an employee cannot return to full duty with or without reasonable accommodation after the expiration of any TTD assignment, including any extension. To the extent the employee has any accrued leave at the expiration of any TTD assignment, the employee will be paid out the accrued time in accordance with District policy.

## **ARTICLE 19**

### **HOLIDAYS**

#### **Section 1.**

The following Holidays are recognized by the District:

New Year's Day  
MLK Day  
President's Day  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Patriots Day (9/11)  
Veterans Day  
Thanksgiving Day  
Christmas Day  
Day After Christmas

For Staff employees, in the event the above-identified observed holiday falls on a Friday, Saturday or Sunday, then either the preceding Thursday or the following Monday shall be observed as the holiday.

Shift employees shall be paid an additional eight (8) hours at their straight time rate of pay as holiday pay for each of the above-listed holidays, whether they work on the holiday or not.

On January 1 of each year, each employee will also receive a floating holiday/birthday, which may be used anytime throughout the calendar year, with its accrual and use continuing to be governed by the District's Rules.

#### **Section 2.**

Staff employees will get a paid day off for the holidays identified in Section 1.

## **ARTICLE 20**

### **HEALTH INSURANCE**

For only the Calendar Year 2018 (i.e. commencing on January 1 and expiring at 11:59 p.m. on December 31), the District agrees to provide the same or substantially the same-health insurance benefit to its employees as in effect of the ratification date of this Agreement. This Article 20 shall be subject to reopener negotiations if requested in writing by either party on or before September 15, 2018 to determine health insurance benefits for the Calendar Year 2019, and if requested in writing by either party on or before September 15, 2019 to determine health insurance benefits for the Calendar Year 2020.

## **ARTICLE 21**

### **VACATION LEAVE**

Subject to the terms of this Article, the District's Vacation Leave policies and procedures in effect as of the ratification date of this Agreement shall remain in effect.

Commencing at the earliest of six (6) months prior to an employee's eligibility for retirement by age, or by years of service, or at any time thereafter through the last date of employment, as a one-time only benefit, employees may cash in up to a total of five hundred (500) hours of accumulated vacation leave, with such "cash in" being paid out in a lump sum to the employee, or be paid out as a deposit into the employee's 457 account. After any such cash-in, any additional or future accrued vacation leave may be given as time off subject to the District's Rules, or the District may at its discretion choose to pay a lump sum amount for such additional or future accrued vacation leave upon the employee's actual retirement date.

## **ARTICLE 22**

### **SICK LEAVE AND WELLNESS LEAVE**

Subject to the terms of this Article, the District's Sick Leave and Wellness Leave policy and procedures as in effect on the date of ratification of this Agreement shall remain in effect.

With respect to Wellness Leave Days, such leave shall accrue pursuant to the District's policy on Wellness Leave at a maximum of two (2) shifts per calendar year (up to 48 hours) for Shift Employees, and forty (40) hours per calendar year for Staff Employees. Wellness Leave accrual will be capped at forty (40) hours for Staff employees, and forty-eight (48) hours for Shift employees.

Employees shall use such Wellness Leave Days within 365 days after reaching maximum accrual or they will lose forfeit the excess hours without payment. Upon use or forfeiture, any accrual shall start anew up to the maximum level stated herein.

Employees with Wellness Leave exceeding the cap as of September 30, 2017 will have the excess accrued time either (1) bought out by the District at the employee's hourly rate of pay as of September 30, 2017, with any such buy out to be paid by December 31, 2017, or (2) can have a portion or all of their excess wellness leave hours converted into cash value for deposit into the employee's 457 deferred compensation account by December 31, 2017.

## **ARTICLE 23**

### **FUNERAL LEAVE**

The District's Funeral and/or Bereavement leave policy and procedures in effect as of the ratification date of this Agreement shall remain in effect.



## **ARTICLE 24**

### **WORKING OUT OF CLASSIFICATION**

This Article shall apply only to the temporary or short-term substitution for a superior officer by a bargaining unit employee caused by the paid time off of the superior officer. A firefighter called up for a lieutenant position shall be paid an additional \$30 per 24 hour shift. A lieutenant called up for a captain's position shall be paid an additional \$35 per 24 hour shift. A captain called up for a battalion chief's position shall be paid an additional \$40 per 24 hour shift.

The District will make good-faith efforts to afford employees reasonably equivalent opportunities for working out of classification.

## ARTICLE 25

### SPECIALTY PAY

The following certifications will be recognized by the District as specialized certifications. In order for employees to be compensated for specialty pay, they must successfully complete any educational requirements and successfully pass any state certification exam; additionally, they must complete any District training required for that specialized certification. There may be a maximum number of employees recognized by the District in any specialized certification as per the below.

	<u>Specialized Unit</u>	<u>Maximum</u>
1.	Fire Inspector	None
2.	Fire Officer One	None
3.	LTRT	12

Employees will receive a pay differential of \$1000.00 per certification per year, up to a cap of two (2) certifications. For the LTRT certification the employee must be an LTRT team member in order to receive such certification pay.

At any time an employee fails to maintain certification in that classification, the employee will no longer be a member of the specialty unit and will no longer be eligible to receive the specialty pay. Additionally, the employee may be placed on the bottom of the list of employees waiting to become part of the specialized classification unit.

In the event the specialty pay was issued incorrectly where the employee failed to meet the requirements of this Article, the Employee shall reimburse the District, or the District may deduct such specialty pay from the Employee's paycheck.

## **ARTICLE 26**

### **LONGEVITY PAY**

Subject to the terms of this Article, the District's policy on longevity pay in effect on the ratification date of this Agreement shall remain in effect. Additional pay for longevity shall be given to each permanent full-time employee at the rate of .5% (half-percent) of base pay for each full and completed year of service. The years completed shall be calculated from the employee's hire date with the District.

The longevity pay shall not be cumulative and shall not be added to the employee's base rate. Longevity pay shall be re-started at a new hire date if the employee takes leave (for any reason) greater than twelve (12) months or otherwise leaves employment and returns to work at least twelve (12) months later.

## **ARTICLE 27**

### **WAGES**

Wages/salaries for bargaining unit members shall remain status quo during the 2017-2018 fiscal year and the 2018-2019 fiscal year unless general across-the-board wage increases, bonuses or lump-sum payments are approved by the Board of Commissioners for either fiscal year, in which case, the bargaining unit members shall receive the same amount of wage/salary increase, bonus or lump-sum increase granted to the District's non-represented employees for only that particular fiscal year.

For FY 2019-2020, bargaining will be reopened for Article 27 only between June 1 and July 15, 2019 to determine what, if any, general wage increases that bargaining unit members may receive for the 2019-2020 fiscal year.

## **ARTICLE 28**

### **SAVINGS CLAUSE**

#### **Section 1.**

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

#### **Section 2.**

In the event of invalidation of any Article or Section herein, the District and Union agree to meet within thirty (30) days of such determination for the purpose of discussing a mutually satisfactory replacement for such invalidated Article or Section. Disputes shall be resolved pursuant to the impasse resolution procedure in Chapter 447.

## **ARTICLE 29**

### **DURATION OF AGREEMENT**

This contract will become effective upon ratification and proper action by all appropriate parties. This contract will be in full force and effect from the date of ratification until September 30, 2020. Unless otherwise mutually agreed to in writing by both parties, negotiations for a successor agreement shall commence on or before February 1, 2020. The terms of this Agreement shall remain in effect until any successor Agreement is ratified.

It is agreed that in the making of this Agreement, both parties have proposed and negotiated to a conclusion all matters which shall be subjects of collective bargaining for the duration of this Agreement. During the term of this Agreement, except as otherwise stated specifically in this Agreement, neither party shall be obligated to negotiate upon any matter, whether or not contained in this Agreement.

## **ARTICLE 30**

### **SUCCESSORS AGREEMENT**

This Agreement shall be binding upon the successors and the assigns of the parties hereunto, and no provisions, terms or obligations herein shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

**ACKNOWLEDGMENT AND SIGNATURES**

On behalf of the CEDAR HAMMOCK FIRE CONTROL DISTRICT and the SUNCOAST PROFESSIONAL FIRE FIGHTERS & PARAMEDICS, LOCAL 2546, the aforementioned agreement has been duly executed this 7<sup>th</sup> day of November 2017, 2017

FOR CEDAR HAMMOCK FIRE  
CONTROL DISTRICT

FOR THE SUNCOAST  
PROFESSIONAL FIRE FIGHTERS &  
PARAMEDICS, LOCAL 2546

