



Agreement Between the

SUNCOAST PROFESSIONAL FIREFIGHTERS AND PARAMEDICS, IAFF LOCAL 2546

and the

WEST MANATEE FIRE & RESCUE DISTRICT

October 1, 2018 through September 30, 2021

SIGNATURE PAGE

IN WITNESS HEREOF,	the parties have	caused the	Agreement to	be signed	by their duly
IN WITNESS HEREOF, elected representatives	on the 1946	of <u>Febl</u>	uary 20	19.	

For the West Manatee Fire & Rescue District

For IAFF, Local 2546:

In accordance with 447.309(1)

Florida Statutes

David Bishop Jr., Chair

West Manatee Fire & Rescue District

Buddy Bowen, District Vice President

IAFF, Local 2546

Thomas Sousa, Fire Chief

West Manatee Fire & Rescue District

Philip W. Vets, Business Agent

IAFF, Local 2546

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Preamble

1.1 Parties/Bargaining Unit

In accordance with the FS 447 Part II, Florida Public Employee Relation Act this Agreement is entered into by and between the West Manatee Fire & Rescue District, "the District" a special fire control district in the State of Florida, hereinafter called the "Employer," or "District" and the Suncoast Professional Fire Fighters and Paramedics, Local 2546, hereinafter referred to as the "Union" or "the Bargaining Agent".

1.2 Purpose

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and the employees whose positions are covered by this Agreement, "employee", both individually and collectively, and the Union; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement; and to set forth herein the basic agreement, WMFR Policy and procedures, WMFR Safety Policy, Directives, Memos and the MCROG's between the parties in the determination of wages, hours, and terms and conditions of employment.

Recognition

2.1 Union Representation

The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit, "Bargaining Unit employees".

2.2 **Bargaining Units**

The bargaining units for which this recognition is accorded, is as defined in Certificates 1853 and 1860, and comprises the classifications as set forth below.

Pursuant to Certificate 1860, for the duration of this Agreement, the bargaining unit shall include the classifications of: Lieutenant, Captain, Training Captain, and Deputy Fire Marshal.

Pursuant to Certificate 1853 for the duration of this Agreement the bargaining unit shall include the classifications of Firefighter and Fire Inspector. All other classifications are excluded from this unit.

2.3 **Bargaining Representatives**

The District agrees that during the term of this Agreement it will deal only with the authorized representative of the Union/Bargaining Agent in matters required by mutual consent or other official action called for by this Agreement. The Union/Bargaining Agent hereby agrees to notify the District in writing of the name or names of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this Agreement within 48 hours of appointment.

The Bargaining Agent likewise agrees that during the term of this Agreement the Bargaining Agent and the employees covered hereunder shall deal only with the duly appointed representative of the District either the Fire Chief or his designee in matters requiring negotiations, mutual consent or other official action. The District hereby agrees to notify the Bargaining Agent of any change in the Fire Chief's designee within 48 hours of being assigned. The Bargaining Agent and the Bargaining Unit employees retain their rights to address elected officials in accordance with applicable provisions of the federal and state constitutions, statutes and relevant case law.

Non-Discrimination

3.1 **Non-Discrimination**

The Bargaining Agent 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 any other protected class, Veteran's Status or membership or non-membership in the Union in accordance with applicable federal and state law.

3.2 **Non-Discrimination by Union**

The Bargaining Agent shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC, and will accept persons into its organization as full members without regard to race, color, religion, sex, national origin, age, disability, marital status, or political affiliation or any other protected class, Veteran's Status or membership or non-membership in the Union in accordance with applicable federal or state law.

3.3 **Non-Discrimination by District**

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

Rights of Employees

4.1 **Union Membership**

Nothing in this Agreement shall require an employee to become or to remain a member of Local 2546 or to pay any monies to the labor organization.

4.2 Union Activity

Employees shall have and be protected in the exercise of their rights to freely and without fear of penalty or reprisal, to join, and participate in, or to refrain from joining or participating in, Union activities. The freedom of employees to assist the Union and acting for the Union in the capacity of a Union representative.

4.3 Fair and Equitable Treatment

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

4.4 Applicability of District's Employment Rules

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

Management Rights

5.1 The District, as a public employer, shall have and maintain all rights established by Florida Law, which shall include, but not be limited to, the following:

The right to:

- A. Determine unilaterally, the purpose and mission of each department or division.
- B. Set standards and levels of service to be offered to the public.
- C. To determine the purpose and functions of the District and its constituent divisions/operations.
- D. To determine and manage the District, its organization and exercise sole and exclusive control and absolute discretion over the organization and the operations and activities thereof.
- E. Determine and adopt such policies and programs, standards, rules and regulations as deemed necessary for the operation and improvement of the District; and to select, manage, direct and evaluate all management, supervisory, administrative, and other personnel.
- F. To suspend, demote, discharge, transfer or take other disciplinary action against employees for proper cause.
- G. Decide the number, location, design and maintenance of the District's facilities, supplies, and equipment; and to relocate, remodel, or otherwise revise operations and facilities as may be necessary for the operation of the District.
- H. Determine the qualifications of all employees of the District; and to select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, discipline, discharge, layoff, retain and manage all employees of the District.
- It is expressly understood by both parties, notwithstanding anything to the contrary contained herein, that management rights shall not be expanded by this Article nor shall the rights of the Bargaining Agent be diminished beyond those rights stated in the Florida Statute 447 or as interpreted by State or Federal Courts of Florida.
- J. To use managerial, supervisory employees or reserves/volunteer personnel to perform work performed by employees.
- K. Nothing contained in this agreement shall expand or diminish management's rights as outlined in FS 447.
- 5.2 If, in the sole discretion of the Fire Chief, it is determined that 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 the District during the time of the declared emergency.

- 5.3 The District Commission has the sole authority to determine the mission of the District and the amount of the budget to be adopted.
- 5.4 The exercise of the above rights shall not preclude employees or their representatives from raising a grievance should decisions on the above matters violate a specific provision of this Agreement.

Union Representation

8.1 Stewards

Effective upon ratification of this Agreement there may be one steward recognized by the bargaining unit.

8.2 **Notice of Changes**

Initially, the name of the steward and other Union officials shall be given in writing to the Fire Chief with in five (5) days of the ratification of the Agreement. Any change in such list must likewise be given to the Fire Chief within forty-eight (48) hours of assumption of the duties of the office.

8.3 **Communications**

Members and Union Representatives shall have the right to communicate during regular working hours provided this shall in no way interrupt, delay, or otherwise interfere with effective and proper service of the District.

The District agrees to allow the Union the use of Department email for the limited purpose of notifying the bargaining unit members of Union meetings and bargaining sessions, and any such records are subject to Florida's broad public records law

8.4 **IAFF Emblem**

The District agrees to allow a single insignia no greater in size of 6"x6" inches of the International Association of Fire Fighters to be affixed to new and existing apparatus.

8.5 **Solicitation**

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, shall not be engaged during working hours.

Prohibition of Strikes

7.1 **Strike Definition**

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the West Manatee Fire & Rescue District, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

7.2 Strikes Prohibited

Employees covered by this Agreement, the Union or its officers, agents and representatives, agree that FS 447.505 prohibits them individually or collectively as public employees or this Union from participation in a strike against the West Manatee Fire & Rescue District, the Employer, by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator(s) to the penalties as provided for by law, as set forth in FS 447.507.

7.3 **Affirmation**

Employees covered by this Agreement and the Union, its officers, agents and representatives agree that they will not engage in any "strike" activities by instigating or supporting a strike.

7.4 **Penalties**

Any employee covered by this Agreement who participates in, is a party thereto, or promotes any of the above actions as outlined in Sections 7.1, 7.2 and 7.3, will be subject to disciplinary action up to and including discharge.

Checkoff

9.1 **Authorizations**

Employees may authorize, on the prescribed form, the deduction of Union dues.

9.2 Fines, Penalties and Special Assessments

The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

9.3 **Revocation**

Employees may revoke payroll dues and/or other authorizations at any time by submitting a stop request to the Employer and the Union upon 30 days' written notice.

9.4 **Changes to Union Authorization and Revocation Forms**

In the event of changes to the Union's Authorization and/or Revocation form, the Union shall notify the District within 30 days.

9.5 **Time for Submitting Authorizations**

Employees may initiate payroll dues at any time by submitting a completed payroll deduction form to the Employer.

9.6 **Continuation**

Employees participating in the current dues payroll deduction program, may continue to do so as long as the Union remains the certified bargaining agent for employees in this bargaining unit.

9.7 Changes in Dues/Notice

The Union shall submit a written request stating, in dollars and cents, the new amount of Union dues to be deducted from the wages of members who have authorized such deduction. This request by the certified bargaining agent shall be submitted thirty (30) days in advance of the effective date of any change.

9.8 **Service Fee**

The Union agrees to pay the District each October 1st the sum of two-hundred dollars (\$200) for expenses associated with the bookkeeping, retention and transmittal of dues and other allowed deductions for the term of this Agreement.

9.9 **Remittance**

Union dues and any other authorized deductions shall be deducted each applicable pay period and the funds, shall be remitted to the Treasurer of the Union within thirty (30) calendar days.

9.10 **Indemnity**

The Union will indemnify, defend, and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Employer on account of these payroll deductions. The Union agrees that in case of error, proper adjustment if any, will be made by the Union with the affected employee.

Bulletin Boards

6.1 **Bulletin Boards**

The Union may have, in every workplace where members are assigned, a bulletin board, beginning on the date of this Agreement. Space assigned to the Union shall not exceed twenty-four (24) inches by thirty-six (36) inches of the area of each such bulletin board.

6.2 **Contents**

Materials placed on the bulletin board shall pertain only to Union business and activities including notices of union recreational and social affairs, union elections and results, notices of union appointments and union meetings. These materials shall not contain any endorsement of any candidate for or member of the District Commission or any outside commission, committee or group appointed by the District or controversial, nor anything reflecting negatively upon the District, any of its employees or officials or its constituent or independent agencies. No materials, notices, or announcements which violate the provisions of this section shall be posted and, if posted, may be removed by the Chief, or his designee.

Severability

If any article or section of this Agreement should be found to be invalid, unlawful, or not enforceable by reason of any law now existing or subsequently enacted by the State Legislature or decree of any appropriate judicial authority, all other articles and sections of this Agreement that are not affected by the unlawful, invalid or unenforceable article(s) or section(s) shall remain in full force and effect for the duration of this Agreement.

After written notification to either party that there has been such invalidation, the parties shall meet within thirty (30) calendar days to begin negotiations on a replacement as may be required for the articles or sections that have been found to be unlawful.

District Policies and Procedures

To the extent not altered by, or in conflict with, the terms of this Agreement, employees in positions allocated to classes in the bargaining unit shall be covered by the West Manatee Fire Rescue District Policies and Procedures ("WMFR Policies") last adopted and amended by the Board of Commissioners on, **February 19, 2019** and as amended from time to time, through legally required bargaining.

Grievance Arbitration

12.1 General Provisions

- A. The grievance and arbitration procedures outlined in this Article shall be utilized to resolve grievances involving contract violations (contract interpretation disputes) and grievances involving challenges to disciplinary terminations of employment, demotions from one rank to another or unpaid suspensions. Bargaining unit employees wishing to challenge any other form of discipline shall utilize the grievance procedure outlined in the District's Policy # 22.7 as in effect on the date of the ratification of this agreement. The Union shall not have the right to arbitrate grievances involving discipline other than disciplinary terminations of employment, demotions from one rank to another or unpaid suspensions.
- B. A grievance shall be defined as and limited to a dispute or disputes involving the interpretation or application of a specific part or parts of this Agreement. Any grievance filed under this procedure shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the grievance will be signed by an officer of the Union. No grievance will be accepted which does not specifically set forth all the parts of the contract which are disputed or which are the subject of the dispute, and the grievance shall be limited to the section(s) so identified.
- C. At all steps within the grievance procedure the employee or employees bringing the grievance shall be entitled to have Union representative(s) in attendance to assist him or her. The grievance procedure shall be administered in the following manner:

12.2 **CAPTAINS, LIEUTENANTS, FIREFIGHTERS AND INSPECTORS:**

Step 1

The employee(s) shall first file the grievance in writing, using the attached grievance form (Appendix-C), with their Battalion Chief or Fire Marshal. The filing of a grievance shall be done within ten (10) working days of when the grievant knew or should have known of the event giving rise to the grievance.

In those cases, where the Union files a grievance, the Union may proceed directly to Step 2 and file the grievance in writing with the Fire Chief or his designee within ten (10) working days of when the Union or the affected employee(s) knew or should have known of the event giving rise to the grievance.

The day of the event shall not be counted when determining if a grievance was filed in a timely manner. For the purpose of this article, workdays shall not be defined with reference to the individual grievant or grievant's, but rather shall mean normal administrative hours, Monday through Friday, excluding holidays. The Battalion Chief or Fire Marshal shall meet with the grievant within ten (10) working days of receipt of the grievance and shall submit his or

her decision in writing to the grievant within ten (10) working days from the date of the meeting.

Step 2

If the grievance is not resolved at Step 1, the grievant shall present the original grievance, together with the Battalion Chief's or Fire Marshal's response, to the Fire Chief or his designee, within ten (10) working days of the date the grievant received the Battalion Chief's or Fire Marshal's response. Within ten (10) working days from his receipt of the grievance, the Fire Chief or his designee shall provide his answer to the grievance.

Step 3 (Arbitration)

If the grievant is dissatisfied with the grievance resolution issued by the Fire Chief or his designee, the matter may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

Within ten (10) working days from the decision of the Fire Chief, the Union must notify the Chief of its intention to arbitrate and shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The District or the Union may reject the entire list, but each party shall only be entitled to strike one such list. Within fifteen (15) working days after the receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternately strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The District or the Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be paid by the losing party. Upon request by either party a record of the hearing shall be made, either by a court reporter or other electronic recording. The parties shall be responsible for 50% of the cost for the recorder. The decision of the arbitrator shall be binding on the parties so long as it is consistent with Federal and State law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

- 1. The arbitrator shall arbitrate only the issues presented.
- 2. In case of discipline, the role of the arbitrator shall be to:
 - a. Determine whether just cause exists to support the resulting discipline.

- b. Determine if the resulting discipline was proper, taking into account all evidence and testimony presented at the arbitration hearing.
- c. Sustain the resulting discipline, if the arbitrator finds that the District acted properly. Modify or eliminate the resulting discipline, if it is determined that just cause did not exist or that the level of discipline imposed was inappropriate for the transgression alleged.

Grievance FormWest Manatee Fire & Rescue

	Grievance Number		
Signa	ure of Grievant Signature of Union Representative		
8.	Remedy sought by Grievant:		
7.	Description of documentation attached in support of Grievance:		
6.	Grievant's statements of facts, including names, dates, places and description of events comprising the alleged contract violation. Must include description of how the alleged violation adversely affected the Grievant.		
5.	5. Specific language of article alleged to have been violated:		
4.	4. Article of contract alleged to have been violated:		
3.	3. <u>Date Grievance is alleged to have occurred or discovered:</u>		
2.	Rank or Title of Grievant:		
1.	Name of Grievant:		
Step 3	Date		
Step 2	Date		
Step 1	Date		

Miscellaneous Leave

13.1 **Civil Leave**

- A. The District encourages employees to accept and properly discharge their civic responsibilities when called upon for jury duty. Leave with pay may be authorized in order for regular full-time employees to serve required jury duty, provided that such leave is reported in advance and is approved by their supervisor. Employees who receive a summons for jury duty and fail to notify their immediate supervisor as soon as possible will not be paid for their period of absence.
- B. An employee who is excused from jury duty during a normal working schedule must report to his or her supervisor to work the remainder of the shift upon release from jury duty.

13.2 **Bereavement Leave**

Leave with pay shall be granted to employees of the District in the event of a death in the immediate family. "Immediate family" shall be defined as spouse, children, mother, father, sister, brother, grandparents, grandchildren, son in law, daughter in law, father in law, mother in law, step parents, step children, uncle, aunt, step brother, step sister, half siblings, legally appointed guardians, and person living in the immediate household. Employees shall be granted three calendar days per death for in state death and five calendar days per death for out of state deaths. Additional leave may be granted from the employees accrued leave accounts in the discretion of the Fire Chief. Upon returning from Bereavement Leave (obiturary required).

13.3 **Family Medical Leave**

Leave with or without compensation for up to 12 weeks per 12-month period will be provided in accordance with the provisions of the federal Family Medical Leave Act (FMLA), other applicable laws and the Districts policies, rules and regulations. If the absence is covered by the FMLA, the employee will be required to submit necessary forms and certifications.

13.4 **Education Leave**

The Battalion Chief will make an effort to fill the employee's Education Leave request without the use of overtime. The employee shall initiate swap request(s) for each shifts the employee is scheduled for duty. When the Battalion Chief cannot accommodate the Education Leave, the swap request shall be in effect.

13.5 **Leave Without Pay**

A. A regular full-time employee may be granted leave of absence without pay, other than leave to which an employee is otherwise entitled, for a period not to exceed (3) three months for any valid and sufficient reasons which are considered to be in the best interest of the District. Such leave shall require the prior approval of

the Fire Chief. The needs of the employee shall be determined on a case-by-case basis

- B. An employee desiring to take leave without pay must submit a Request for Leave Form indicating the specific reason for the request and obtain the approval prior to beginning the leave. The dates of departure and return shall be shown on the form.
- C. During an employee's approved leave without pay, his or her position may be filled by a temporary appointment, a temporary promotion or assignment of another employee. At the expiration of the leave, the employee will be reinstated in the position vacated if the position still exists; or, if not, to any other position in the same classification, if qualified, which may be vacant or become vacant.
- D. Leave without pay which is approved in accordance with these procedures shall not constitute a break in service, and the employee shall continue to receive any insurance benefits provided by the District during a period of leave without pay, if the employee pays the full premium for such benefits. An employee shall not accrue leave time as provided in these policies during any period of leave without pay and such a period of leave will not be used for calculating merit or longevity pay increases.
- E. Any employee who fails to report to work promptly at the expiration of leave without pay will automatically be considered to have resigned his or her employment with the District. Employees who wish to extend the period of leave must give reasonable notice by submitting a leave request form to the Fire Chief, who shall either approve or disapprove the extension.
- F. An employee returning from leave must report to the Fire Chief or their designee, before returning to work. Employees who have been on leave for a period longer than one (1) months, and who have been on leave for illness or accident may be required to report for a medical examination by a physician designated by the District prior to reinstatement. The examination, if required, shall be arranged by the District at no cost to the employee.

13.6 **Military Leave**

Employees will be granted leave for active military service or duty in accordance with applicable Federal and State laws. Leave for this period shall not be charged against the employee's accrued vacation or sick leave, or seniority. An employee shall submit a Request for Leave Form prior to taking military leave of absence.

13.7 **Administrative Leave**

A. Administrative leave is a temporary leave from a job assignment, with pay and benefits intact.

- B. Chief Officers shall place an employee immediately on administrative leave when an allegation of misconduct is made against an employee or when the facts of any investigation indicate it is in the best interest of the Fire District.
- C. Other reasons that an employee may be placed on administrative leave may include protecting sensitive information or resources or to remove an employee who may be behaving disruptively pending assessment of a situation.
- D. The Battalion Chief shall notify the Fire Chief of the circumstances of placing an employee on administrative leave.
- E. The employee shall receive an official written notice of the Administrative Leave. The official written notice shall include: the nature or circumstance of the action being taken, approximate date and time of any complaint, allegation or misconduct. The employee shall acknowledge reciept of the official notice by signature and shall receive a copy of the official notice.
- F. During the administrative leave, the Fire District shall investigate the situation before determining an appropriate course of action. The employee is to take no official Fire District action during this leave. The employee shall remain available by phone during the District's normal business hours
- G. The Fire Chief shall approve an employee's return to duty from Administrative leave.

13.8 **Disability Leave**

- A. Should the Fire Chief or designee have reasonable suspicion that an employee is unable to perform assigned duties due to illness or injury, the employee may be required to submit to a medical examination by a physician appointed and paid by the District. If the medical examination confirms that the employee is unable to perform the essential requirements of his position with or without reasonable accommodation, the employee shall be placed on disability leave. For the purposes of this Article, reasonable suspicion shall be defined as an employee's inability to perform the essential functions of their job due to physical impairment, based upon the direct observation of specific objective and articulable criteria by a supervisor and at least one other reliable, credible source.
- B. An employee placed on disability leave shall be notified in writing of the expected duration of the leave period and the conditions under which the employee will be allowed to return to his or her position.
- C. An employee who is placed on disability leave shall be required to use any earned leave credits prior to being placed on leave without pay. If the employee does not have sufficient leave credits to cover the period of disability leave, the Fire Chief may place the employee on leave without pay for a maximum of 30 calendar days.
- D. If the employee is unable to return to work at the end of the disability leave period, based on current medical certification, the Fire Chief may:
 - 1. Approve an extension of the leave, or

- 2. Upon written request by the employee, place the employee on leave without pay, or
- 3. Request the employee's resignation for reasons of inability to perform assigned duties, or
- 4. Dismiss the employee based on inability to perform assigned duties.
- E. The provisions of this Article shall not apply to employees who are incapacitated due to injury arising out of, and in the course of, performing their employment duties and who are entitled to benefits under the Workers' Compensation Law of the State of Florida (Chapter 441 F.S / 69L F.A.C).

Vacation Leave

14.1 40 Hours/week Employee

Annual vacation leave shall be accrued by forty-hour bargaining unit employees as follows:

	40 Hours/week Employee	
Months of Service	Accrual Hours	
	Monthly/Bi-Weekly	
0 - 12 Months	3.5 / 1.61	
13 - 60 Months	7 / 3.23	
61 - 120 Months	10.5 / 4.84	
121+ Months	14 / 6.46	
For employees hired		
before 9/1/1991	17.5/8.07	

14.2 **24 Hour Shift Employees**

Employees of the fire suppression bargaining unit shall accrue vacation leave as follows:

	24 Hour Shift Employee	
Months of Service	Accrual Hours	
	Monthly/Bi-Weekly	
0 - 12 Months	5 / 2.30	
13 - 60 Months 10 / 4.61		
61 - 120 Months	15 / 6.92	
121+ Months	hs 20 / 9.23	
For employees hired		
before 9/1/1991	24/11.07	

14.3 **Carryover/Balances**

Employees may carry over no more than 50% of their vacation leave earned from the previous calendar year. Any hours accrued above the carry over amount and unused shall be forfeited as of December 31 of that calendar year. (Example: employee earns 120 hours a year, on December 31 the employee has 72 hours, 60 hours may be placed into the annual leave account and 12 hours is forfeited).

The balance (as defined above) of any annual leave earned during the previous calendar year will be carried to an annual leave account not to exceed:

 Forty-hour employees may not accrue more than 520 hours of vacation leave. Twenty-four-hour shift employees may not accrue more than 720 hours of vacation leave.

14.4 **Vacation Usage/ Picks**

When vacation is used it shall be deducted hour for hour from the accrued vacation leave.

The District agrees to a minimum of one dedicated vacation slot for line personnel. Vacation for this slot shall not be cancelled once approved.

Annual Vacation picks will be selected during the month of November for the following year, and selections will be completed on a seniority basis.

24/48 hour employees:

- 1. Holidays shall be selected in order of seniority, and each employee shall receive one pick then moving to the next senior person, until all holidays are chosen or all employees have chosen to skip a particular holiday.
 - i. (Holiday vacations request submitted in November may be canceled by the employee if it is at least 30 days prior to the scheduled leave)
- 2. Vacation shall be selected in order of seniority, and each employee shall receive one block of time off from 1 to 5 shifts then moving to the next senior person.
- 3. After the annual Vacation and Holiday picks, Twenty-four-hour shift employees may request vacation leave on a first-come, first-serve basis.

Vacation Request shall be submitted to the employee's supervisor as far in advance as possible but not less than 72 hours on a Request for Leave Form.

The District will attempt to accommodate additional vacation requests, but workload demands may necessitate denial of requested vacation. If a vacation slot is available at beginning of shift, acting Battalion Chief may grant leave request.

40-hour employees:

Shall submit vacation requests to their immediate supervisor and shall be approved based upon seniority and workload demands.

Charge Paramedic Incentive

Any shift personnel who the District has sponsored for Paramedic School to which the shift personnel attended the off-duty program, and obtain Charge Paramedic Status prior to 9/30/2021, shall receive a one-time Charge Paramedic Incentive in the amount of \$5,000.

Any shift personnel hired prior to October 1, 2018 that the District has not sponsored, and obtains Charge Paramedic Status prior to 9/30/2021, shall receive a one-time Charge Paramedic Incentive in the amount of \$1,200.

Article 16

Sick Leave

16.1 **Accrual**

Sick leave with pay may be granted to regular employees at the following rate for each completed month of service.

Continuous Employment	40 Hours/Week Employee	24 Hour Shift Employee
Monthly Accrual (hours)	10 Monthly / 4.62 Bi Weekly	12 Monthly / 5.54 Bi Weekly

Sick leave will be accrued only for those bi-weekly pay periods during which the employee worked or was utilizing compensated leave. Sick leave pay shall be paid at the employee's regular hourly rate. The maximum accrual of sick leave, as of the end of each fiscal year shall be:

Continuous Employment	40 Hours/Week Employee	24 Hour Shift Employee
Maximum Accrual (hours)	720	1000

16.2 Excess Sick Leave

Any accruals that cause a member's sick leave balance to exceed the thresholds established in Article #16, shall have fifty-percent (50%) of said excess, calculated at their then current base hourly rate of pay, deposited at the end of the fiscal year into their Retirement Health Savings Plan (RHS), and their sick leave balance adjusted to the maximum threshold.

16.3 **Payments Upon Termination of Employment**

Members who have completed ten (10) years of creditable service and eligible to draw retirement benefits shall have fifty-percent (50%) of their final sick leave balance, calculated at their final base hourly rate of pay, deposited into their Retirement Health Savings Plan (RHS) within 30 days of separation of employment.

16.4 **Annual Benefit**

The District will fund one-percent (1%) of the member's base pay into their Retirement Health Savings Plan (RHS) on a bi-weekly pay period basis.

16.5 **Utilization**

Sick leave shall be deducted from the accrued sick leave balance of each bargaining unit employee, hour-for-hour, as utilized.

Employees who intend to request sick leave must notify the District as soon as reasonably possible, but no later than one (1) hour prior to the beginning of their scheduled work period and must provide the telephone number and address where he or she may be located during such period of illness.

24-hour Shift employees shall notify the Battalion Chief scheduled for duty on the date(s) sick leave will be utilized.

40-hour employees shall notify their immediate supervisor.

In the event an employee must utilize sick leave during his or her work period, the employee shall immediately notify his or her supervisor.

Sick leave may be granted for the following reasons:

- A. Personal illness, injury or off-duty exposure to a contagious disease which could endanger others.
- B. Appointments with a doctor, dentist or other recognized health professional that cannot be arranged during off-duty hours for 40-hour employees and only in emergencies for 24-hour shift employees as approved by their Battalion Chief.
- C. An illness in the employee's immediate family makes it necessary for the employee to make arrangements for medical care of the family member with leave not to exceed the number of hours necessary for the employee to attend to the family member. For the purposes of this section, immediate family is defined as spouse, children, registered domestic partner, including child or grandchild of a registered domestic partner, biological, adopted, legal ward, step or in loco parentis relationship, or a person who resides in the employee's household, or other financially dependent occupant of the employee's household, when the employee is the legal guardian.
- D. Employees shall be permitted to utilize accrued Sick Leave, as necessary while receiving services under the auspices of the District's Employee Assistance Program (EAP)
- E. Supplement income for time lost due to work-related personal illness, injury, or disability where workers' compensation payments are being received. In no instance shall this combination exceed one hundred (100%) percent of the employee's regular pay.
- F. Maternity leave purposes.
- G. The Fire District may place an employee on sick leave if the employee is too sick or injured to work, or if the employee's presence at work would pose a direct threat to himself/herself or others in the work force that cannot be reasonably accommodated.
- H. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

• Sick leave shall not be considered a right to be used at the employee's discretion, but rather a privilege which shall be allowed only for the reasons listed above.

16.6 **Miscellaneous Provisions**

Sick leave before or after any scheduled vacation leave shall require medical certification prior to return to duty. Upon returning to work, the employee shall submit a medical certification signed by a physician and complete the sick utilization form. Failure to provide medical certification may result in the time utilized being deducted from the employee's vacation leave balance. Additionally, the employee may be subject to disciplinary action.

Where Sick Leave appears to be abused, or where Sick Leave is consistently used as it is earned or used in a discernible pattern, the time off shall be without pay and the employee will be subject to disciplinary action up to and including termination.

Employees who are granted sick leave for illness must convalesce to ensure their recovery. If the employee becomes well enough to return to duty, they must contact their supervisor immediately and the supervisor shall inform the employee if they need to report to work. If the employee is out on injury or illness, the employee shall not engage in activities that would aggravate or extend the leave.

Holiday Leave

The following (12) holidays shall be observed by the District:

- 1. New Year's Day
- 2. M. L. King Day
- 3. Presidents Day
- 4. Good Friday
- 5. Memorial Day
- 6. Independence Day
- 7. Labor Day
- 8. Veterans Day
- 9. Thanksgiving Day
- 10. Day after Thanksgiving
- 11. Christmas Day
- 12. The day after or before Christmas Day

The Board may designate other holiday observances in its discretion.

Forty-hour employees shall receive the observed holiday as a paid day off. 24/48 hour employees shall receive 10 hours of pay at their regular rate accumulated during the budget year and paid in the last pay period in September.

Seniority Layoff, and Recall

18.1 Accrual

Each bargaining unit employee shall have a position of seniority within the District, which is determined by the employee's initial date of hire as a career employee.

18.2 **Loss of Seniority**

- A. Voluntary or involuntary termination,
- B. Retirement,
- C. Layoff exceeding 24 months,
- D. Failure to return from an authorized leave of absence within three (3) calendar days,
- E. Failure to report to work within 21 calendar days of the date of receipt of a layoff recall letter, or
- F. Unpaid leave in excess of two (2) weeks in any calendar year. In the event of such leave, the employee's seniority date will be adjusted such that the unpaid leave is not counted towards seniority.
- G. Military absence will be in accordance with Federal law.

18.3 **Layoff**

- A. The District may layoff any employee in the District's service whenever such action is deemed necessary by the Board due to a shortage of work or funds, the abolition of a position, or because of reorganization of the District.
- B. No bargaining unit employee shall be laid off while there are temporary or probationary employees serving in the same position.
- C. The order of layoff shall be from least seniority to most seniority upon the effective date of the layoff.

18.4 Recall

- A. The order of recall from layoff shall be from last laid off to first.
- B. No new employees may be hired until laid off employees, who are qualified for the position, are afforded an opportunity to return to work.

Working Out of Class

This article is established to recognize employees who step-up and work in a higher classification.

19.1 **Compensation**

Individuals who work in the positions identified below for a period of 6 hours or greater shall be compensated in the amount of an additional \$1.25 for each hour worked in the position.

Approval for working out of class must be obtained by the Battalion Chief.

19.2 **Positions specifically identified**

- A. FF 1st class working as a Station Officer
- B. Station Lieutenant/Captain working as a Battalion Chief

Shift Exchange

20.1 **Guidelines**

Shift employees shall be granted shift exchange subject to the guidelines as established below. The shift exchange will not result in any additional overtime or affect the annual leave of the individuals involved. There shall be no cash paybacks or cash for work trade. Shift exchanges will be permitted between all shift employees within the bargaining units provided there are no staffing hardships created and no liability will be assumed by the District.

The following applies:

- A. Both sides of any shift trade must be completed within three hundred sixty-five (365) days of the shift exchange initiation.
- B. Shift exchanges shall be between the two (2) employees who have entered into the shift exchange. No other employee shall enter into the original shift exchange agreement.
- C. Shift exchanges are limited to 1-hour increments with a 1-hour minimum.

20.2 **Employee Calling Off Sick**

- A. If the employee "A" who has agreed to work the exchange calls in sick, vacation time will be charged to that employee. Since employee "B" requesting the exchange got the time off, he is still responsible for paying back the employee who agreed to work but called in sick. (The employee may use sick time if they present a doctor's note upon their return to shift.
- B. Should the employee have approved vacation leave or a shift exchange on their next regular duty day, the employee shall submit a doctor's note on the day in which the employee called in sick.
- C. Employees who agreed to exchange and failed to report for duty shall lose the privileges of exchange for one year from date of the absence except to repay time owed to other employees. The employee who failed to report for duty shall be docked for all hours missed and is subject to disciplinary action under Section 2.6.5.E.1 of the WMFR Policy Manual.
- D. The employee working the time will be covered by all applicable benefits in case of injury but will not receive salary or any other benefits for the fill-in period.
- E. Each employee is obligated to remain on duty for the agreed upon time of the approved shift exchange.

- F. Any Chief Officer retains full discretion to deny any shift exchange request depending on unique circumstances at the time, including the needs of the District.
- G. If an employee is out on a Workers' Compensation Leave, all Shift Exchange privileges and/or rights are suspended until such time firefighter is released for and has returned to full duty.

Leave Share Program

21.1 Purpose

This is a voluntary program that allows all regular full-time employees to transfer accrued leave to an eligible employee who is facing extended serious illness* or injury to the extent that their normal leave balances are depleted and leave them without other means of support.

 As approved by the Fire Chief and in accordance with EAP, individuals participating in an organized rehabilitation program shall be eligible.

21.2 **Leave Sharing Program**

- A. Donations: Employees may individually donate up to 48 hours of accrued vacation leave and 48 hours of accrued sick leave each year.
- B. Eligibility: All full-time employees who have completed one year of service with the District and has a minimum of 144 hours of accrued sick leave before the onset of the illness or injury.
- C. Application: Any eligible employee may request through the District by completing the leave share form. The form must be completed and submitted to the administration with in seven (7) business days of the date the employee desires to begin using any shared leave. All sections of the form must be completed as directed. This must include a physician note, if the employee is unable to work at his/her position, and the physician's expectation of a date the employee can return to work. The submittal of the form does not in any way guarantee the employee any shared time. This is a totally voluntary program and the only time granted will be the time employees donate in accordance to this policy.
- D. Maximum Usage: A participant may be authorized to use shared vacation leave or sick leave for a maximum of 720 work hours.
- E. At no time shall the District incur any financial liability from this article.

21.3 Administration

- A. The District shall administer the leave sharing program. The Fire Chief shall hear all appeals and may waive program guide lines in case of extraordinary circumstances. The District will:
 - 1. Maintain all records and balances
 - 2. Evaluate and approve all requests based on eligibility criteria
- B. Leave Share approvals shall be determined by the Fire Chief.

C. The Fire Chief may request a second opinion from the Districts Medical Physician at no cost to the employee.

21.4 Exclusions

Illnesses or injuries that are job-related and or self-inflicted are not eligible. Elective surgery, accidents due to the use of illegal drugs or alcohol, and injuries resulting from illegal acts are also specifically excluded.

Employees will lose the right to participate in the leave share program for the following:

- A. Upon termination of employment;
- B. During disciplinary suspension;
- C. Upon reaching the maximum allowed donated hours in a fiscal year; or
- D. For fraud or misrepresentations in requesting leave sharing.

21.5 **Use of Leave Share for Union Activities**

- A. A Union leave pool shall be created.
- B. Each 24/48-hour Union member shall annually contribute 4.0 hours of vacation leave during the first full pay period following October 1.
- C. Each 40-hour Union member shall annually contribute 2.5 hours of vacation leave during the first full pay period following October 1.
- D. The DVP shall have discretion over usage of union time pool, and management agrees union pool time shall not impact the agreed to employee vacation slot. No more than one employee maybe on union pool time per shift.
- E. Union pool time shall only be used for Union Business. Examples: for attendance at regular and special meetings, conventions, seminars, conferences, and activities related to grievance procedures, MDA, WFI etc.
- F. Unused union pool time provided for shall roll over to the next fiscal year.

Personnel Files

Each employee will have the right, upon reasonable request, to examine their personnel file. Any employee requesting a copy of their personnel record shall be responsible for the cost in accordance with Florida Statue 119.07.

Whenever any material of a disciplinary or performance-related nature, including evaluations, is inserted into the personnel file, the employee shall be notified and provided a copy. The employee may prepare an explanatory memorandum within 14 days to be attached to the document(s).

Health Insurance

23.1 **Health Insurance**

- A. The District shall provide group health insurance benefits for all unit members and dependent coverage for members who are budgeted for 30 or more hours per week. The cost to employees for both the individual employee and dependent care insurance coverage shall be as set forth in section 23.3 below. Specific provisions of the Plans are provided in Plan documents, as heretofore amended. Insurance carriers are subject to change from year to year at the sole discretion of the District.
- B. The District shall fund employees' Health Savings Accounts in the first week of January as follows:

Employee Only \$1,500 per year Employee and Dependents \$3,000 per year

23.2 **Dental and Vision**

The District shall provide dental and vision benefits for all unit members and dependent coverage for a member who is budgeted for 30 or more hours per week. The cost to employees for both the individual employee and dependent care insurance coverage shall be as set forth in section 23.3 below. Specific provisions of the Plans are provided in Plan documents, as heretofore amended. Insurance carriers are subject to change from year to year at the sole discretion of the District.

23.3 **Employee Costs**

The following is the employee's cost for insurance benefits:

	Medical	Dental	Vision
Employee	0	0	0
Child(ren)	30%	50%	\$2.99
Spouse	30%	50%	\$5.01
Family	30%	50%	\$10.01

- A. The District shall pay one hundred percent (100%) of the cost of monthly Medical, Dental and Vision benefit premium for the individual employee's cost for the plans selected.
- B. The District shall pay seventy percent (70%) and the employee shall pay thirty percent (30%) of the monthly Medical benefit premium and the District shall pay fifty percent (50%) and the employee shall pay fifty percent (50%) Dental benefit premium for the dependent contribution cost for the plan selected.
- C. The employee shall pay according to the chart above for the monthly Vision benefit premium for the applicable dependent contribution cost.

Promotions

The intent of these promotional step requirements is to develop a progressive professional level of performance required at the levels of firefighter and fire officer. These requirements are based on professional qualification standards including NFPA 1000, NFPA 1021, FAC 69A-37.065.

All firefighters shall complete all of the requirements of each step prior to promoting to their next step.

24.1 **Probationary Firefighter**

Requirements for: Probationary Firefighter (12 Months)

- 1. All new firefighters shall have the title of "Probationary Firefighter" for a period of one year from the date of hire.
- 2. Probationary Firefighter's shall be considered at-will employees during the probationary period and are subject to termination without cause.
- Probationary Firefighters shall successfully complete all the objectives as defined by the WMFR Skills Competency Task Book prior to the end of the probation period.
- 4. Probationary Firefighters shall successfully complete comprehensive written and practical testing on the following topics:
 - District Safety Policy
 - SCBA Operations and Emergency Procedures
 - Exposure Control Plan
 - Manatee County Recommended Operating Guidelines
 - District Rules and Regulations
 - Basic Life Support Protocols
 - Apparatus Tool and Equipment Operations
 - Apparatus Inventories
- 5. Probationary Firefighters are required to complete the following courses during the probationary period.
 - o IS-200
 - Courage to be Safe
 - Emergency Response to Terrorism Basic Concepts (Q0890)
 - Manatee County Emergency Response to Hazmat
- 6. Failure to complete the requirements of a probationary firefighter may result in termination.

24.2 **Third Class Firefighter**

Requirements for: Third Class Firefighter

- 1. Completion of the 12-month probationary period.
- 2. Completion of all the requirements established for Probationary Firefighter.
- 3. Completion of a comprehensive written exam with a score of 80% or greater.
- Completion of a comprehensive practical exam with successful completion as determined by the Training Officer and the firefighter's immediate supervisor.

Testing for the rank of Third Class shall be based on the following reference material.

- District Safety Policy
- SCBA Operations and Emergency Procedures
- Exposure Control Plan
- Manatee County Recommended Operating Guidelines
- District Rules and Regulations
- Basic Life Support Protocols
- o Apparatus Tool and Equipment Operations
- Apparatus Inventories
- District Maps, Hydrants, Protection Systems
- o IFSTA 1001 Essentials of Firefighting
- o Complete the in house apparatus pump assessment

Successful completion of requirements outlined above shall result in the firefighter being eligible for promotion to the rank of Third Class.

24.3 **Second Class Firefighter**

Requirements for: Second Class Firefighter

- 1. Firefighters shall be required to complete 18 months as a Third Class firefighter prior to being eligible to promote to Second Class.
- 2. To be eligible to promote firefighters shall have a satisfactory rating on the most recent personnel evaluation and have met the skills, knowledge and abilities tasks outlined in the task book.
- 3. Firefighters may apply for promotional testing once all the required courses below have been completed, but no sooner than 60 days prior to being eligible to promote.
 - Apparatus Operations (FFP1302)
 - Hydraulics (FFP1301)
 - Aerial Apparatus Operator (ATPC703) (40 Hours)
 - Firefighting Tactics and Strategies I (FFP1810)
 - Building Construction for the Fire Service (FFP2120)
 - Fire Prevention Practices (FFP 1505) or Private Fire Protection Systems I (FFP1540)
 - Emergency Vehicle Operations Course (16 Hours)

- 4. Firefighters shall be required to be a Certified Apparatus and Pump Operator by the State of Florida to be eligible to test for Second Class.
- 5. Firefighters shall successfully complete a comprehensive written test with a score of 80% or greater on the following topics.
 - District Safety Policy
 - SCBA Operations and Emergency Procedures
 - Exposure Control Plan
 - o Manatee County Recommended Operating Guidelines
 - District Rules and Regulations
 - Basic Life Support Protocols
 - Apparatus Tool and Equipment Operations
 - Apparatus Inventories
 - o District Maps, Hydrants, Protection Systems
 - Knox Box Locations
 - o IFSTA 1001 Essentials of Firefighting
 - IFSTA Pump Operator
 - IFSTA Areal Operator
- 6. Successful completion of a comprehensive practical exam as determined by the Training Officer and the firefighter's immediate supervisor.
- 7. Successful completion of 18 months as a Third Class Firefighter as well as the above requirements will result in the firefighter being eligible for promotion to the rank of Second Class Firefighter.

24.4 First Class Firefighter

Requirements for: First Class Firefighter

- 1. Firefighters shall be required to complete 18 months as a Second Class firefighter prior to being eligible to promote to First Class.
- 2. To be eligible to promote firefighters shall have a satisfactory rating on the most recent personnel evaluation and have met the skills, knowledge and abilities tasks outlined in the task book.
- 3. Firefighters may apply for promotional testing once all the required courses below have been completed, but no sooner than 60 days prior to being eligible to promote.
 - Firefighting Tactics and Strategy II (FFP2811)
 - Company Officer (FFP2720)
 - Fire Chemistry (FFP2111) or Fire Investigation: Origin and Cause (FFP2610)
 - Fire Service Course Delivery (FFP1740)
 - o G-300 Intermediate ICS for Expanding Incidents or equivalent.
 - Florida Incident Safety Officer (RN6742)
 - S215 Fire Operations in Urban Interface

- 4. Firefighters shall successfully complete a comprehensive written test with a score of 80% or greater on the following topics.
 - District Safety Policy
 - SCBA Operations and Emergency Procedures
 - Exposure Control Plan
 - Manatee County Recommended Operating Guidelines
 - District Rules and Regulations
 - Basic Life Support Protocols
 - Apparatus Tool and Equipment Operations
 - Apparatus Inventories
 - o District Maps, Hydrants, Protection Systems
 - o IFSTA 1001 Essentials of Firefighting
 - IFSTA Company Officer
 - IFSTA Pump Operator
 - IFSTA Areal Operator
- 5. Successful completion of a comprehensive practical exam as determined by the Training Officer and the firefighter's immediate supervisor.
- 6. Practical exam shall include the following:
 - Tactical Exercise
 - Counseling Scenario
 - Presentation
 - Extrication Scenario
 - Pump and Aerial Operations
 - Technical Rescue Exercise
 - Firefighting Equipment and Tool Operations.
- Successful completion of 18 months as a Second Class Firefighter as well as the above requirements will result in the firefighter being eligible for promotion to the rank of First Class Firefighter.

24.5 **Testing Policy**

Firefighters may apply for testing 60 days prior to the date eligible to promote.

Firefighters shall complete a promotional checklist and have a satisfactory evaluation within the previous 12 months.

Firefighters shall be required to pass all written tests with a score of 80% or greater.

Scoring of the practical test will be based on the combined evaluation of the Training Officer and the immediate supervisor.

24.6 **Inspector Promotional Process**

This professional development is a planned, progressive process of education, training, self-development and experience. These requirements were based on the

Florida Statute 633.081, Florida Administrative Code 69A-39.0071, and NFPA 1037.

Requirements for: Probationary Inspector

- First Class Firefighter
- Fire Safety Inspector I Certification

24.7 Requirements for: Inspector Level II

Fire and Life Safety Educator I (FFP1793)

Successful completion of six (6) months in the position as well as the above requirements will result in the inspector being eligible for promotion to the rank of **Level II.**

24.8 Requirements for: Inspector Level I

- Fire and Life Safety Educator II (FFP2794)
- o Fire and Life Safety Educator or Fire Instructor I Certification
- Florida Incident Safety Officer (RN6742)
- o Public Information Officer (FFP2706)
- Fire Investigator Certification

Successful completion of eighteen (18) months in the position as well as the above requirements will result in the inspector being eligible for promotion to the rank of Level I.

24.8 Requirements for: Inspector Lieutenant

- Firesafety Inspector II Certification
- One of the Fire Code Administrator courses
- Minimum of an Associates Degree in the Fire Science, Emergency Medical Services, Emergency Management, Public Administration or Public Safety Administration and approved by the Southern Associations of Colleges and Schools or other accreditation association approved in advance by the Fire Chief, with a minimum of 39 credits towards the fire service curriculum.
- State Certified Fire Officer I

Successful completion of eighteen (18) months in the position as well as the above requirements will result in the inspector being eligible for promotion to the rank of Inspector Lieutenant.

24.9 Requirements for: Station Lieutenant

- Successful completion of 18 months as a First Class Firefighter
- Satisfactory performance evaluations
- State Certified Fire Officer I.
- State Certified Fire Instructor I.
- o Minimum of an Associate's Degree in the Fire Science, Emergency Medical

Services, Emergency Management, Public Administration or Public Safety Administration and approved by the Southern Associations of Colleges and Schools or other accreditation association approved in advance by the Fire Chief, with a minimum of 39 credits towards the fire service curriculum.

Testing shall be completed in accordance with "WMFR Promotional Policy adopted on 02/19/2019"

24.10 Requirements for: Captain

- All Courses required for State Certified Fire Officer II
- State Certified Fire Instructor I
- Minimum of an Associate's Degree in the Fire Science, Emergency Medical Services, Emergency Management, Public Administration or Public Safety Administration and approved by the Southern Associations of Colleges and Schools or other accreditation association approved in advance by the Fire Chief, with a minimum of 39 credits towards the fire service curriculum.

Testing shall be completed in accordance with "WMFR Promotional Policy adopted on 02/19/2019"

Union Meetings

The District recognizes the interest of bargaining unit employees to attend meetings pertaining to Union business.

25.2 **Union Meetings**

The District shall allow the Union to schedule meetings of the bargaining unit at the District's Administrative Building when space is available. If employees are on duty at the time of the meeting, only those at the site of the meeting will be permitted to attend the meeting.

The meeting shall not interfere with the business or operations of the District.

25.3 **Collective Bargaining Session**

Collective bargaining session will generally be held at a mutually agreed location.

If employees are on-duty at the time of the bargaining session, only those on duty at the site of the session will be permitted to attend.

Labor Management Committees and Rules

26.1 **Districts Committees**

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

Labor – Management Committee Safety Committee Apparatus – Equipment Committee

26.2 **Authorized Time Off**

One (1) on-duty bargaining unit member shall be allowed to attend meetings of the committees listed above. Additional members may be authorized by the Chief or designee, provided normal operations and functions are not adversely affected or interrupted.

While on duty authorized Pension Board Trustees shall be permitted to attend meetings of the Pension Board.

26.3 **Composition of Committees**

A. Labor – Management Committee

- A Labor/Management Committee shall be established and maintained for the purpose of improving Labor-Management relations. Personnel assigned to the committee may vary from meeting to meeting. The Fire Chief and the West Manatee D.V.P. each choosing up to one (1) additional committee members for each meeting; however, the Fire Chief and the West Manatee D.V.P. shall be the minimum required to meet.
- 2. The purpose of these meeting(s) may be for but not limited to Rules & Regulations and Insurance. The committee shall meet monthly to confer concerning general problems that arise in the day to day functions of the Fire Department. The Administration and the Labor-Management Committee shall make every effort to resolve all issues that arise in a manner that is satisfactory to both Labor and Management.

B. Safety Committee

- 1. The Safety Committee's purpose is to make constructive recommendations on department safety issues in an effort to prevent future incidences. The Safety Committee shall have no role in determining any form of discipline when an employee is involved in an accident or incident.
- 2. The committee shall be made up of six (6) total members with equal representation on each side, unless otherwise agreed upon by Union and Management.

- 3. The Safety Officer shall chair the committee.
- 4. Written recommendations, if any, shall be delivered to the Chief and West Manatee's DVP for final action.

C. Apparatus/ Equipment Committee

- 1. The Apparatus and Equipment Committee shall gather data and specifications to provide input on the purchasing of department apparatus and equipment.
- 2. This joint committee shall be made up as follows:
 - a. Management may choose up to two (2) representatives for assignment to the committee.
 - b. The Bargaining agent may choose an equal number from the unit to represent labor.
- 3. Written recommendations, if any, shall be delivered to the Chief and West Manatee's DVP for final action.

Education Reimbursement

This Article encourages college-level general education beneficial to an employee in his or her capacity with the District. The purpose of this Article is to help the District attract, retain and develop a productive, educated and motivated work force.

College courses shall be regionally accredited. College credited courses determined by West Manatee Fire Districts Fire Chief to be job related or follow the curriculum of an established Associates, Bachelors or Master's degree in Fire Science, Emergency Medical Services, Emergency Management, Public Administration or Public Safety Administration are eligible for reimbursement through the Districts educational assistance program subject to the requirements below. This is a non-required educational program designed to reimburse employees for tuition costs as specified below.

- A. Employees shall be required to submit a Degree Pre-Approval Request prior to application for tuition reimbursement. The Degree Pre-Approval Request shall be submitted to the Fire Chief by April 1st. The District reserves the right to approve or disapprove requests based on funds available for college tuition reimbursement.
- B. Initial requests for the opportunity to participate in general education college-level courses shall be submitted to the Fire Chief. Each college-level course must provide benefit to the employee in performing his or her job responsibilities for the District or to provide the employee with the necessary qualifications for promotion. If an employee attends such courses during regular work hours, he or she must report back to work when the session is dismissed or the exam completed.
- C. Reimbursement to the employee for costs of the education shall be as follows:

College-level tuition and fees may be reimbursed at 100% for approved classes and paid to the employee after they have completed the course with a "C" or better, submit a paid receipt and a transcript from the institution.

- Reimbursement shall be based on State College of Florida (SCF) tuition and fee rates for A.S. and A.A.S. course work. Members taking course work other than at SCF, the District will reimburse the lower of the two institutions.
- 2. Reimbursement for undergraduate university courses will be at the State University System of Florida undergraduate rates and all course work must be pre-approved by the Fire Chief to ensure the degree being sought is related to advancement in the fire service.
- Reimbursement for graduate courses will be at the State University System of Florida graduate rates, and all course work must be preapproved by the Fire Chief to ensure the degree being sought is related to advancement in the fire service.

A.	The District does not guarantee placement in any particular job after completion of a course of study. This article is effective on the date of ratification and is not retroactive for any previous courses.

Hours of Work & Overtime

28.1 Hours of Work

Established hours of work for fire suppression employees shall normally be 24 hours on duty followed by 48 hours off duty. The work schedule for employees assigned to staff positions shall be 40 hours per week, typically being Monday through Friday.

28.2 Payroll Work Period

A. Shift Personnel - 24/48

For purposes of calculating overtime with the Fair Labor Standards Act (FLSA), Federal Legislation which sets the minimum wage, overtime pay, equal pay, record keeping and child labor standards for covered employees. The applicable work period shall be a 28-days, 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 commences at 07:31 a.m. Monday and ends at 07:30 a.m. Monday. All paid leave shall be considered hours worked when determining overtime.

B. the Staff Personnel - Staff Personnel are scheduled to work Monday through Fridays.

The work week commences at 12:01 a.m. Sunday and ends at Midnight Saturday. Overtime will be calculated in accordance with the FLSA at the time and one half the regular rate of pay for all hours worked over 40 in a work week. All paid leave shall be considered as hours worked when determining overtime.

Pension

The current West Manatee Fire Rescue District pension plan and all practices, policies, procedures, and benefits associated with it, in effect at the time of ratification, shall remain in effect with only the following changes;

An ordinance shall be drafted to reflect the following changes to the West Manatee Fire Rescue District pension fund

Changes to Ordinance with the following intent

The employee shall contribute an additional 2.1% to the plan to be utilized for negative actuarial experience as determined by the pension board.

1% will begin October 1, 2019, and the additional 1.1% will begin October 1, 2020.

Wages

Employees shall be paid hourly according to this schedule and Article #28 hours of work and overtime.

Firefighter

Rank	3/4/2019	9/30/2019	9/28/2020
Probation	15.20	15.50	15.81
3 rd class	16.92	17.26	17.61
2 nd class	18.84	19.23	19.61
1 st class	21.00	21.42	21.85

Station Officer

Rank	3/4/2019	9/30/2019	9/28/2020
Sta. Lieutenant	24.33	24.81	25.31
Probation			
Sta. Lieutenant	25.03	25.53	26.04
Sta. Captain Probation	26.48	27.00	27.55
Sta. Captain	27.24	27.79	28.34

Inspector

Rank	3/4/2019	9/30/2019	9/28/2020
Probation	31.82	32.38	32.94
Level 2	32.69	33.27	33.85
Level 1	33.69	34.28	34.88
Lieutenant	35.81	36.43	37.07

The pay schedule shall take effect according to the date listed above.

During the first payroll period following ratification all employees will receive a onetime \$500 payment to satisfy any retroactive pay compensation.

Longevity

Longevity Pay shall begin after the completion of 5 years of continuous service to the District. Employees shall receive 2.5% of base salary (2912 x base hourly rate for shift personnel and 2080 x base hourly rate for staff personnel) and then an additional .3% per year thereafter. Years of service shall be computed as years completed as of October 31, and then paid out with the first pay period in November.

Incentive Pay

32.1 Rescue Swimmer II (RSII) Incentive

- A. To be eligible for incentive pay of \$.21 per hour for shift personnel and \$.30 per hour for staff personnel, an RSII must be assigned the duties of shift Rescue Swimmer II and tasked to maintain rescue swimmer capabilities at all times and fulfilling all appropriate operational and physical training requirements set forth in the rescue swimmer policy. Pay will be distributed per bi-weekly pay period, after approval by the Coordinator.
- B. Any RSII, whose operational training requirements are not met, is not permitted to function as a rescue swimmer II and may forfeit incentive pay. A RSII that has not maintained their physical fitness due to leave, injury or other reason for 30 days or more must pass the RSII swim test prior to performing the duties of an operational RSII.

Maximum program members: 18 (6 per shift). The Fire Chief may approve members greater than 18.

Minimum Qualification Requirements:

Completion of West Manatee established training program and completion of quarterly swim test.

Rescue Swimmer II shall complete all the programs required training components as defined in the Rescue Swimmer Program and Qualifications document.

C. A Coordinator will be assigned by the Fire Chief or designee and will have the responsibility for managing RSII members. Incentive pay for \$.10 per hour for shift personnel and \$.15 per hour for staff personnel will be approved for the Rescue Swimmer II Coordinator. Responsibilities include, but not limited to, review of applications, evaluating of annual training, submission of reports and necessary documents, removal of members, notification to Financial Clerk of program status and evaluation of needs.

32.2 **USAR Incentive**

- A. To be eligible for incentive pay of \$.21 per hour, a USAR/Hazmat Technician must always be assigned the duties of shift USAR technician and tasked to maintain USAR capabilities and fulfilling all appropriate operational training requirements as set forth below. Pay will be distributed per bi-weekly pay period.
- B. Qualified members are those individuals who have completed the 240 hours of Florida Urban Search & Rescue (FLUSAR / Hazmat training as prescribed by the Division of State Fire Marshal.

Minimum Qualification Requirements:

USAR LTRT Rope Rescue Operations
USAR LTRT Confined Space Rescue Operations
USAR LTRT Trench Rescue Operations
USAR LTRT Vehicle and Large Machinery Extrication Operations
USAR LTRT Structural Collapse Operations

To maintain qualification, members must have the minimum participation levels as follows:

C. Annual Training:

- 1. Attend a minimum of three (3) USAR team training drills.
- 2. Attend a minimum of 18 hours of shift based USAR training drills.
- 3. Deliver a minimum of 12 hours of USAR practical field training to shift personnel.
- D. A coordinator will be assigned by the Fire Chief or his designee and will have the responsibility for managing USAR members. Responsibilities include but not limited to, review of applications, evaluation of training requirements, submission of reports and necessary documents, removal of members, notification to Financial Clerk of program status and evaluation of needs. The assigned coordinator shall be eligible for an additional \$.10 per hour.
- E. Qualified USAR members shall be equally divided among the three (3) shifts. There shall be no more than three (3) USAR members per shift or maximum of nine (9) USAR members.

32.3 **Boat Operator Incentive**

- A. To be eligible for incentive pay of \$.21 per hour for shift personnel, a boat operator must be assigned the duties of shift boat operator. Pay will be distributed per bi-weekly pay period, after approval by the Coordinator.
- B. Any boat operator, whose operational training requirements are not met, is not permitted to function as a boat operator and may forfeit incentive pay.
 - Maximum program members: 9 (3 per shift). The Fire Chief may approve members greater than 9.

Minimum Qualification Requirements: Completion of "Operator Task Book" Pass Operator Practical Test

32.4 EMS Field Training Officer (FTO) Incentive

A. To be eligible for incentive pay of \$.42 per hour, an EMS Field Training Officer

must always be assigned the duties of shift FTO and tasked to maintain FTO capabilities and fulfilling all appropriate operational training requirements as set forth in District policy 22.26 EMS Field Training Officer. Pay will be distributed per bi-weekly pay period.

B. There shall be only one EMS FTO per shift.

32.5 Fire Field Training Officer (FFTO) Incentive

- A. To be eligible for incentive pay of \$.42 per hour, a Fire Field Training Officer must always be assigned the duties of FFTO and tasked to maintain FFTO capabilities and fulfilling all appropriate operational training requirements as set forth in District policy 22.25 Fire Field Training Officer. Pay will be distributed per biweekly pay period.
- B. There shall be only one FFTO per shift.

32.6 Charge Paramedic Incentive

To be eligible for incentive pay of \$2.00 per hour, a Charge Paramedic must always be assigned the duties of Charge Paramedic and be tasked to maintain Charge Paramedic capabilities and fulfilling all appropriate operation training requirements set forth in District Policy 22.27

32.7 Hazmat Technician Incentive

Currently, no incentive is being offered while the district determines the efficiency of the position

Health & Wellness

Statement of Policy

It is the policy of the District to enhance firefighter health and fitness through the implementation and maintenance of policies, procedures, practices, rules and standards that enhance firefighter health and wellness. This policy should enhance the firefighter's ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

- A. The District shall be in compliance with NFPA 1582 Comprehensive Occupational Medical Programs for Fire Departments.
- B. The District shall be in compliance with NFPA 1583 Health-Related Fitness Programs for Fire Departments.
- C. The District shall conduct semi-annual physical ability testing for all line personnel.
- D. The District shall adopt Physical and Medical standards, rules, policies, procedures, and work practices in conjunction with the Health and Wellness Committee, Fire Department Physician and Wellness Coordinator.
- E. The Wellness Coordinator will function as an advisor to the Health & Wellness Committee and Safety Committee in matters of policy and procedures affecting the fitness program. The objective will be to ensure effective measures are incorporated into the fire department operations and to monitor the Health and Wellness Program for conformance with state, and federal mandates for firefighter fitness.
- F. The Wellness Coordinator will make recommendations to the Fire Chief, and if directed by the Fire Chief, will work with supervisors to develop specific programs for the improvement of firefighter fitness. The Wellness Coordinator will not be involved in the day-to-day activities of firefighter fitness, this remains the responsibility of fire department officers and management.
- G. The District shall furnish the necessary equipment to maintain the health and fitness of the workforce as necessary.
- H. Each firefighter shall comply with the Health and Wellness Initiative as well as rules, policies, procedures, and work practices established by the District. A firefighter who knowingly fails to comply with this Policy may be subject to disciplinary action by the District.
- I. It shall be mandatory for each firefighter to participate in daily stretching and cardio- exercise as determined by the Wellness Coordinator.

Purpose

- To establish procedures for the prevention of injury and disease by providing fitness education techniques, prevention-oriented health care, and job-specific rehabilitative services.
- To provide programs that will strengthen personnel so that their mental, physical and emotional capabilities are resilient enough to withstand the stresses and strains of life and the workplace.
- To ensure that all of our employees receive the appropriate and necessary support and assistance during a personal or family crisis.

Procedures

Medical Evaluations- A Medical Evaluation will be conducted on all personnel to determine whether an individual is physically and mentally able to perform essential job duties. Medical Evaluations include Annual Physical, Fitness Assessment, and Drug/Alcohol Testing.

- A. Annual Physicals- Testing will be conducted on all certified personnel every twelve (12) months in accordance with NFPA 1582. The physical may include:
- Hands-On Physical Examination Laboratory Testing of Blood, Urine, and Vision Screening
- Hearing Screening, Pulmonary Test Chest X-Ray, Resting EKG
- Aerobic/Cardiopulmonary Testing, Immunizations and Infectious Disease Screening, SCBA and Airborne Pathogens Fit Testing, Calcium Cardiac Testing
- Department Fitness Assessment
- B. Fitness for Duty Exam- When any District employee's physical and/or psychological ability to perform essential job functions are in question, a supervisor may require the employee to submit to a physical and/or psychological assessment from a District authorized medical provider at West Manatee Fire Rescue's expense.
- C. Drug/Alcohol Testing- Drug and Alcohol testing will be performed on all fire rescue personnel for the following reasons in accordance with District Policy 22.8 Drug Free Workplace (Feb 2019):
- Reasonable Suspicion
- Randomly
- Annual Physical
- D. Unsuccessful Completion of a Medical Evaluation may result in the following:

- Notification to the Fire Chief by the District designated physician
- Immediate relief of duty
- Subject to the Medical Review Process
- Chief notifies Wellness Coordinator and employee to develop a Return to Work Plan

Fitness Assessment

All certified operational personnel shall be subject to biannual fitness testing. These assessments consist of Fitness Evaluations in accordance with NFPA 1582 and District approved Work Performance Evaluation. Operational personnel is defined as a Battalion Chief and below. The evaluations are a mandatory and confidential fitness assessment.

A. Fitness Evaluation- Mandatory fitness evaluations will be performed on all firefighters to determine baseline fitness levels and to evaluate progress from year to year. The evaluation will be made up of five specific areas outlined in NFPA 1582.

Aerobic Capacity, Body Composition, Muscular Strength, Muscular Endurance, Flexibility

- B. Work Performance Evaluation (WPE) The WPE is utilized to evaluate incumbents on their abilities to perform physical firefighting tasks or their ability to return to duty following an extended departure for medical reasons. The WPE will be completed wearing full turnout and SCBA while breathing air. The WPE consists of:
- Ladder Carry Ladder Raise Forcible Entry
- Stair Climb with Hose Load
- Hose Drag
- · Ceiling Breach and Pull
- Equipment Carry
- Victim Rescue Drag
- C. Successful completion of the WPE is considered to be the completion of all eight components within 9 minutes.
- D. Any line personnel that miss ten (10) consecutive shifts for a health-related issue will be required to have physician clearance and complete the WPE prior to returning to duty.
- E. If a member has a medical problem that prevents them from participating in the WPE, they will be relieved of duty and the evaluation will be postponed until they are cleared by the district designated physician. If the employee has concerns regarding the results of their Fitness Assessment they can request an appointment with the Wellness Coordinator.
- F. Unsuccessful completion of the WPE will result in the following:

Immediate notification to the appropriate Battalion Chief to schedule a Pre-Determination Hearing to determine work status. If the member is to be immediately removed from duty, compensation will be determined according to the reason for unsuccessful completion of the WPE. If it is determined that an incomplete was the result of a medical condition or injury, then the member will be able to use Sick Time for compensation. If the incomplete is determined to be a result of lack of conditioning with no underlying medical condition, the member will be expected to use Vacation Time for compensation and disciplinary action may follow.

Wellness Coordinator assigns the employee a Peer Fitness Trainer to help them train with the goal of being able to complete the WPE. The employee will retake the WPE as soon as medically cleared. If the re-evaluation is unsuccessful, the employee will continue to train with a Peer Fitness Trainer until they are able to complete the WPE.

Rehabilitation

For employees who have received a long-term injury, job-specific rehabilitation is available. To utilize this program, you can contact the Wellness Coordinator or Peer Fitness Trainer.

Behavioral Health

The behavioral health component of the Wellness Fitness Initiative provides important tools to assist all personnel in achieving a high level of job performance and ability to cope effectively with the emotional, physical, and mental stress of work and personal life. These tools consist of the Employee Assistance Program, Critical Incident Stress Management (CISM), and Educational Awareness.

- A. EAP The District provides an Employee Assistance Program (EAP) services to help employees and their immediate family members solve personal and family challenges in a confidential manner.
- B. CISM CISM Teams are available on a 24-hour basis to conduct defusing and debriefings for personnel who have been exposed to events of extraordinary emotion or which overwhelm their ability to cope with job-related stresses.
- C. Education Awareness- The Wellness Coordinator distributes educational material on a variety of topics of interest to the health and welfare of uniformed personnel and their families. The Wellness Coordinator and Peer Fitness Trainers can assist in weight control and fitness, etc.

Record Keeping

Confidential permanent Health-Related Fitness Program file is established and maintained for each member of the District. These records are maintained by the Wellness Coordinator.

Peer Fitness Trainers (PFT)

Knowledgeable employees in a wide variety of areas including exercise science, anatomy & physiology, assessment exercise programming, behavior changes and basic nutrition. These employees must meet and maintain the requirements set forth by the certifying agency. The PFT's are the resource that is utilized to meet the requirements of the District's Health & Wellness Initiative.

Incentive Program

It is the goal of West Manatee Fire & Rescue to make every effort to ensure our personnel are in the best condition possible, prepared both physically and mentally, in the performance of their duty. The wellness program was developed to encourage personnel to continually improve and maintain their physical condition including muscular strength and cardiovascular fitness. This can be accomplished through exercise that will elevate the heart rate in accordance with the American College of Sports Medicine (ACSM) target heart rate. (ACSM Guidelines and method for calculating THR are located in the workout binder located at each station and in the F Drive)

The program will reward our personnel compensatory time of 24 hours for shift personnel and 16 hours for staff personnel who achieve documented activity during a six-month period. There will be two periods, which will run from January 1st through June 30th and July 1st through December 31st. During these time periods the employees must complete 24 hours of cardiovascular fitness time, which elevates the heart rate to the age relative target heart rate (see chart.) This may be accomplished through the use of any of the following exercises or equipment: Running, power walking, treadmill, stair climber, elliptical machine or fitness cycle. These times must be documented by the officer in charge at each station on the form provided at the time completed. This fitness time must be obtained evenly throughout the month and at no time will more than 4 hours be granted during a month. However, exceptions can be made on a case by case basis if it involves illnesses, vacation or training, in such cases the Battalion Chief may allow the employee to increase their monthly totals during the prevailing months to "catch up" any lost time. The compensatory time may be used only when the shift is at full staffing and is approved by the Battalion Chief or senior officer.

The maximum accumulated time shall be 72 hours for shift personnel and 48 hours for staff personnel.

At the time of employment separation, there is no cash value to the employee.

To use Wellness Leave, the employee shall initially request Vacation Leave. If the shift is fully covered without the use of overtime the time will be converted to Wellness Leave.

Tobacco Use Policy

34.1 Prohibition of Tobacco Use

Employees hired after the ratification of this contract shall refrain from the use of tobacco or tobacco products at any time whether on or off duty.

Pursuant the Section 633.34(6), F.S., effective October 1, 1989, any applicant for employment in the bargaining unit covered by this Agreement shall have refrained from the use of tobacco or tobacco products for at least one (1) year immediately preceding application, as evidenced by a sworn affidavit from the applicant.

Employees who violate any provision of this Article may be subject to disciplinary action, and/or random testing for tobacco products for up to one year.

Shoe Allowance

The District shall provide up to \$100.00 annually for the purchase of department-approved footwear. Should the district purchased footwear be damaged while on duty the employee shall be eligible for a replacement pair (up to \$100.00) upon submission of a damaged equipment report and approved by the department. Said footwear shall be obtained from an approved dpartment vendor.

Successor Agreement

37.1 **Successor Agreement Negotiations**

At the request of either party, negotiations for a successor agreement shall begin no later than March 1, 2021

37.2 **Successor Clause**

This Agreement shall be binding upon the successor and the assigns of the parties, and no provisions, terms, or obligations herein contained, shall be affected, modified, altered, or changed to the detriment of either party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or assignment of either party hereto or of any separable independent segment of either party hereto.

Duration

This agreement shall be in effect upon the date of ratification by both parties and shall remain in full force and effect from October 1, 2018 through September 30, 2021, or until a successor agreement is reached by the Union and the Fire District, or imposed by the Fire District pursuant to Florida law.

38.1 Reopener

The parties agree to a limited annual re-opener applicable to fiscal years **2019/2020** and **2020/2021** for the sole purpose of negotiating Group Health Benefits. The scope of this limited re-opener shall be employee contribution levels, and plan benefit levels.

If a party desires to exercise their rights to re-open, they shall notify the other in writing no later than 10 days following receipt of any change in renewal rates by the District's benefits provider