

***UNION CONTRACT***

***October 1, 2001 through September 30, 2004***

***Spring Hill Fire Rescue District***

***and***

***Professional Firefighters of Spring Hill  
IAFF Local 2794***

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## **PREAMBLE**

*THIS AGREEMENT IS ENTERED INTO AND BETWEEN THE SPRING HILL FIRE AND RESCUE DISTRICT OF HERNANDO COUNTY HEREINAFTER REFERRED TO AS THE EMPLOYER AND THE PROFESSIONAL FIREFIGHTERS OF SPRING HILL LOCAL 2794 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS HEREINAFTER REFERRED TO AS THE UNION.*

*IT IS THE PURPOSE OF THIS AGREEMENT TO ACHIEVE AND MAINTAIN HARMONIOUS RELATIONS BETWEEN THE EMPLOYER AND THE UNION FOR EQUITABLE AND PEACEFUL ADJUSTMENT OF DIFFERENCES WHICH MAY ARISE, AND TO ESTABLISH PROPER STANDARD OF WAGES, HOURS AND OTHER CONDITIONS OF EMPLOYMENT.*

Both parties agree that salaries and benefits will be paid retroactive to October 1<sup>st</sup>, 2001 in the event the contract is ratified after that date

# Article I

## **Section 1. Union Recognition:**

The Employer recognizes the Union as the exclusive certified bargaining agent for bargaining unit employees of the employer as determined by the Public Employees Relations Commission.

### **Section 1.1 Bargaining unit employee classifications:**

OP	Employees working in the Operations division
CO	Employees working in the Communications division
AD	Employees working in the Administration division
FP	Employees working in the Fire Prevention division
SH	Employees working a non-conventional work week
DA	Employees working a conventional work week

## **Section 2. Union Representation:**

There shall be one steward for each OP shift and one steward for all other members of the bargaining unit. The names of stewards shall be given, in writing, to the Fire Chief or his designee. Such notification will be made by an officer of the Union. Notice of any change in steward assignment shall be given to the Fire Chief or his designee, in writing within five (5) calendar days of the change. The department shall have no obligation to recognize as a steward any individual not properly designated in the manner described herein.

Any employee having a grievance shall have the right to take the matter up with any steward during working hours, so long as such action does not interfere with emergency activities, or otherwise disrupt the smooth and efficient operation of the department.

When an employee who is required to attend a disciplinary meeting where such employee feels he or she is being considered or reasonably may be considered by any supervisor to possibly receive disciplinary action, such employee shall be permitted, upon request, to have a Union representative present during said meeting. The Union representative may be either the Union steward or an officer of the Union. The employer or supervisor initiating the meeting shall also have the right to request that a Union steward or officer be present.

## **Section 3. Union Business:**

Officers and employees designated as Union stewards under Section 2 of the article to represent the Union, shall be granted time to perform their Union functions related to formal grievance procedures without loss of pay up to arbitration under Article XVII of this agreement. Representation at arbitration can be with utilization of the Union time pool, regardless of manning.

If the President or the Vice President of the Union is on duty on a date scheduled for a Fire Commission Board meeting, or Workshop, the President or Vice President shall be allowed to attend such a meeting on duty. If such meetings occur when the President or Vice President are not on duty, attendance at Board meetings or workshops will be on their own time.

Two members, unless otherwise agreed upon, of the Union negotiating team shall be designated at the beginning of negotiations as such and shall be allowed time off with pay for all negotiating sessions if those sessions occur on the employee's regularly scheduled work days. The sessions shall be mutually set by the Employer and the Union. If negotiations are being held at Headquarters, all but one employee from Station #2 may sit in on the sessions during their unscheduled time.

**Section 4. Discrimination:**

The Employer and the Union agree that there shall be no discrimination against an employee because of race, age, color, creed, or religion, or because of membership or non-membership in the Union.

**Section 5. Union Time Pool:**

There shall be created a time pool to be known as the "Union Time Pool". Every employee may voluntarily contribute accrued Vacation or Award time to this pool.

Donations can be made by execution of the proper form by employees seeking to donate.

Donations to the Union Time Pool will be given in increments predetermined by the Executive Board of the Union. This amount will be forwarded to the Chief as soon as determined.

Any use of the Union Time Pool must be requested at least 72 hours in advance and shall require the review and approval of the Executive Board of the Union and the Chief.

The Chief may deny the use of Union Pool time if it would create a manning problem at the time the request for Union Time Pool is made. If manning is not a problem at the time, the request for Union Time Pool is made, the time shall be granted regardless of unforeseen manning problems that may arise that day.

The Union Time Pool shall be wholly funded by employee contributions and no time may be taken if no time is in the Union Time Pool account.

While using time from the Union Time Pool, the employee in question is not considered to be working or covered by Workman's Compensation.

**Section 6. Emergency Time Pool:**

A joint leave pool will be established by the Local and the District. The purpose of the leave pool is to provide leave to employees that face time off without pay due to illness or injury or illness, injury, or death of a family member.

A Leave Pool Committee shall determine use of pool time. The committee shall consist of three members designated by the Union; one member designated by the Chiefs' office; and one Fire Commissioner.

- A) The committee shall determine allotment of pool time.
- B) The committee may establish procedures; forms; and other rules necessary to effect implementations that are consistent with this section.
- C) Committee decisions are final and not grievable.

Time may be donated one time per year in January. A donation period will be opened if there is insufficient time left in the Pool. Vacation, Sick, or Award time may be donated.

- A) Donation of sick time will not be counted as sick time used for the donating employee.
- B) Donations allowed in a calendar year are as follows:
  - OP/SH - 72 hours maximum, 12 hours minimum.
  - All others - 24 hours maximum, 4 hours minimum.

Pool time donated will be used on a first in first out basis and computed at the donors' present pay.

Members receiving Pool time cannot receive more than 100% of their current salary.

The District accepts the responsibility of administering the Pool and will perform the following tasks:

- A) Publish an open enrollment form the first week in January
- B) Provide committee members a detailed report of Pool status by February 15<sup>th</sup>
- C) Notify committee members when the Pool balance drops below 50 hrs.

## **Article II**

### **Section 1. Payroll Deduction of Union Dues:**

Employees of the Spring Hill Fire and Rescue District request, on a prescribed form, the authorization of payroll deductions for the purpose of paying Union dues. The District agrees to deduct dues and assessments in an amount certified to be current by the Treasurer of the Union; the District shall remit such monies to the Union within five (5) days of deductions.

## **Article III**

### **Section 1. Initial Probation:**

All employees hired by the Employer shall serve an initial probationary period of twelve (12) months. At the discretion of the Chief and with the approval of the Fire Commission Board, the probationary period may be extended up to an additional three (3) months. Termination of an employee during the initial probationary period may be grieved up to the Fire Commission Board and is not subject to arbitration.

## **Article IV**

### **Section 1. Advancement to Pay Grades**

On anniversary date, employees will advance to the next pay grade (except as noted in Article V, section 1). Anniversary date will be the employees' hire date or their last promotion date

### **Section 1a. Night Differential**

CO/SH employees will receive the following shift differential:

1600 hours - 2400 hours : 3 dollars per shift  
2400 hours - 0800 hours : 5 dollars per shift

**Section 1b. Certifications**

Employees with the following certifications shall be compensated according to the following:

State Certified Pump Operator (Excluding Officers)	\$400	per year
State Certified EMT (Dispatch only)	\$400	per year

Proof of current certification must be provided to the Chiefs' office by July 1<sup>st</sup> each year. Incentive shall be paid to all employees that qualified with a separate check during the last pay period of July. The District will hold one Pump Operator class prior to March 1<sup>st</sup>, 2002. (Subject to State Approval)

**Article V**

**Section 1. Wages, Hours of Work, and Overtime:**

For fiscal year 01/02 all employees will realize a 3.5% increase from their 00/01 salary. Any employee that does not meet this mark due to the implementation of a seven year scale will be moved to the closest step 3.5% above their 00/01 pay. Those employees will remain at that step until time in grade warrants a move. Salary increase for year 02/03 shall be 4.5%, and 5.5% for year 03/04. Salary amounts will be computed to the nearest whole dollar. Hourly rates will be computed to the nearest penny.

**2001/02 SALARY SCHEDULE**

<b>OP/SH</b>	<b>FIREFIGHTER/E.M.T.</b>		<b>FIREFIGHTER/PARAMEDIC</b>	
<b>Step</b>	<b>Salary</b>	<b>Hourly rate</b>	<b>Salary</b>	<b>Hourly rate</b>
1 <sup>st</sup> Year	29,900	11.06	32,400	11.98
2 <sup>nd</sup> Year	31,065	11.49	33,665	12.45
3 <sup>rd</sup> Year	32,228	11.92	34,929	12.92
4 <sup>th</sup> Year	33,391	12.35	36,193	13.39
5 <sup>th</sup> Year	34,554	12.78	37,457	13.85
6 <sup>th</sup> Year	35,717	13.21	38,721	14.32
7 <sup>th</sup> Year	36,883	13.64	39,986	14.79

<b>OP/SH</b>	<b>LIEUTENANT/E.M.T.</b>		<b>LIEUTENANT/PARAMEDIC</b>	
1 <sup>st</sup> Year	37,597	13.90	40,580	15.01
2 <sup>nd</sup> Year	38,489	14.23	41,487	15.34
3 <sup>rd</sup> Year	39,378	14.56	42,397	15.68
4 <sup>th</sup> Year	40,267	14.89	43,307	16.02
5 <sup>th</sup> Year	41,156	15.22	44,217	16.35
6 <sup>th</sup> Year	42,045	15.55	45,127	16.69
7 <sup>th</sup> Year	42,934	15.88	46,036	17.03

<b>OP/SH</b>	<b>CAPTAIN/E.M.T.</b>		<b>CAPTAIN/PARAMEDIC</b>	
1 <sup>st</sup> Year	42,328	15.65	45,311	16.76
2 <sup>nd</sup> Year	43,445	16.07	46,448	17.18
3 <sup>rd</sup> Year	44,560	16.48	47,583	17.60
4 <sup>th</sup> Year	45,675	16.89	48,718	18.02
5 <sup>th</sup> Year	46,790	17.30	49,853	18.44
6 <sup>th</sup> Year	47,905	17.72	50,988	18.86
7 <sup>th</sup> Year	49,020	18.13	52,122	19.28

**2001/02 SALARY SCHEDULE (cont.)**

<b>CO/SH</b>	<b>DISPATCHER</b>		<b>DISPATCH SUPERVISOR</b>	
<b>Step</b>	<b>Salary</b>	<b>hourly rate</b>	<b>Salary</b>	<b>Hourly rate</b>
1 <sup>st</sup> Year	21,653	10.41	28,335	13.62
2 <sup>nd</sup> Year	22,465	10.80	29,257	14.07
3 <sup>rd</sup> Year	23,281	11.19	30,182	14.51
4 <sup>th</sup> Year	24,095	11.58	31,107	14.96
5 <sup>th</sup> Year	24,909	11.98	32,032	15.40
6 <sup>th</sup> Year	25,723	12.37	32,957	15.84
7 <sup>th</sup> Year	26,537	12.76	33,882	16.29

<b>AD/DA</b>	<b>OFFICE ASSISTANT</b>		<b>ADMIN. OFFICE SUPERVISOR</b>	
1 <sup>st</sup> Year	18,556	8.92	27,629	13.28
2 <sup>nd</sup> Year	19,689	9.47	28,319	13.61
3 <sup>rd</sup> Year	20,822	10.01	29,011	13.95
4 <sup>th</sup> Year	21,955	10.56	29,703	14.28
5 <sup>th</sup> Year	23,088	11.10	30,395	14.61
6 <sup>th</sup> Year	24,221	11.64	31,087	14.95
7 <sup>th</sup> Year	25,354	12.19	31,778	15.28

<b>FP/DA</b>	<b>FIRE INSPECTOR</b>	
1 <sup>st</sup> Year	32,200	15.48
2 <sup>nd</sup> Year	33,340	16.03
3 <sup>rd</sup> Year	34,483	16.58
4 <sup>th</sup> Year	35,626	17.13
5 <sup>th</sup> Year	36,769	17.68
6 <sup>th</sup> Year	37,912	18.23
7 <sup>th</sup> Year	39,055	18.78

**2002/03 SALARY SCHEDULE**

<b>OP/SH</b>	<b>FIREFIGHTER/E.M.T.</b>		<b>FIREFIGHTER/PARAMEDIC</b>	
<b><u>Step</u></b>	<b><u>Salary</u></b>	<b><u>Hourly rate</u></b>	<b><u>Salary</u></b>	<b><u>Hourly rate</u></b>
1 <sup>st</sup> Year	31,246	11.56	33,858	12.52
2 <sup>nd</sup> Year	32,463	12.01	35,180	13.01
3 <sup>rd</sup> Year	33,678	12.45	36,501	13.50
4 <sup>th</sup> Year	34,894	12.90	37,822	13.99
5 <sup>th</sup> Year	36,109	13.35	39,143	14.48
6 <sup>th</sup> Year	37,324	13.80	40,463	14.96
7 <sup>th</sup> Year	38,540	14.25	41,784	15.45

<b>OP/SH</b>	<b>LIEUTENANT/E.M.T.</b>		<b>LIEUTENANT/PARAMEDIC</b>	
1 <sup>st</sup> Year	39,289	14.53	42,406	15.68
2 <sup>nd</sup> Year	40,221	14.87	43,354	16.03
3 <sup>rd</sup> Year	41,150	15.22	44,305	16.39
4 <sup>th</sup> Year	42,079	15.56	45,256	16.74
5 <sup>th</sup> Year	43,008	15.91	46,207	17.09
6 <sup>th</sup> Year	43,937	16.25	47,158	17.44
7 <sup>th</sup> Year	44,866	16.59	48,109	17.79

<b>OP/SH</b>	<b>CAPTAIN/E.M.T.</b>		<b>CAPTAIN/PARAMEDIC</b>	
1 <sup>st</sup> Year	44,233	16.36	47,350	17.51
2 <sup>nd</sup> Year	45,400	16.79	48,538	17.95
3 <sup>rd</sup> Year	46,565	17.22	49,724	18.39
4 <sup>th</sup> Year	47,730	17.65	50,910	18.83
5 <sup>th</sup> Year	48,896	18.08	52,096	19.27
6 <sup>th</sup> Year	50,061	18.51	53,282	19.70
7 <sup>th</sup> Year	51,226	18.94	54,469	20.14

**2002/03 SALARY SCHEDULE (cont.)**

<b>CO/SH</b>	<b>DISPATCHER</b>		<b>DISPATCH SUPERVISOR</b>	
<b>Step</b>	<b><u>Salary</u></b>	<b><u>Hourly rate</u></b>	<b><u>Salary</u></b>	<b><u>Hourly rate</u></b>
1 <sup>st</sup> Year	22,627	10.88	29,610	14.24
2 <sup>nd</sup> Year	23,476	11.29	30,574	14.70
3 <sup>rd</sup> Year	24,329	11.70	31,540	15.16
4 <sup>th</sup> Year	25,179	12.11	32,507	15.63
5 <sup>th</sup> Year	26,030	12.51	33,473	16.09
6 <sup>th</sup> Year	26,881	12.92	34,440	16.56
7 <sup>th</sup> Year	27,731	13.33	35,407	17.02

<b>AD/DA</b>	<b>OFFICE ASSISTANT</b>		<b>ADMIN. OFFICE SUPERVISOR</b>	
1 <sup>st</sup> Year	19,391	9.32	28,872	13.88
2 <sup>nd</sup> Year	20,575	9.89	29,593	14.23
3 <sup>rd</sup> Year	21,759	10.46	30,316	14.58
4 <sup>th</sup> Year	22,943	11.03	31,040	14.92
5 <sup>th</sup> Year	24,127	11.60	31,763	15.27
6 <sup>th</sup> Year	25,311	12.17	32,486	15.62
7 <sup>th</sup> Year	26,495	12.74	33,209	15.97

<b>FP/DA</b>	<b>FIRE INSPECTOR</b>	
1 <sup>st</sup> Year	34,171	16.43
2 <sup>nd</sup> Year	35,363	17.00
3 <sup>rd</sup> Year	36,557	17.58
4 <sup>th</sup> Year	37,752	18.15
5 <sup>th</sup> Year	38,946	18.72
6 <sup>th</sup> Year	40,141	19.30
7 <sup>th</sup> year	41,335	19.87

**2003/04 SALARY SCHEDULE**

<b>OP/SH</b>	<b>FIREFIGHTER/E.M.T.</b>		<b>FIREFIGHTER/PARAMEDIC</b>	
<b><u>Step</u></b>	<b><u>Salary</u></b>	<b><u>Hourly rate</u></b>	<b><u>Salary</u></b>	<b><u>Hourly rate</u></b>
1 <sup>st</sup> Year	32,965	12.19	35,720	13.21
2 <sup>nd</sup> Year	34,248	12.67	37,115	13.73
3 <sup>rd</sup> Year	35,532	13.14	38,509	14.24
4 <sup>th</sup> Year	36,813	13.61	39,902	14.76
5 <sup>th</sup> Year	38,095	14.09	41,295	15.27
6 <sup>th</sup> Year	39,377	14.56	42,689	15.79
7 <sup>th</sup> Year	40,663	15.04	44,083	16.30

<b>OP/SH</b>	<b>LIEUTENANT/E.M.T.</b>		<b>LIEUTENANT/PARAMEDIC</b>	
1 <sup>st</sup> Year	41,450	15.33	44,738	16.55
2 <sup>nd</sup> Year	42,433	15.69	45,738	16.91
3 <sup>rd</sup> Year	43,413	16.06	46,742	17.29
4 <sup>th</sup> Year	44,393	16.42	47,745	17.66
5 <sup>th</sup> Year	45,373	16.78	48,748	18.03
6 <sup>th</sup> Year	46,354	17.14	49,752	18.40
7 <sup>th</sup> Year	47,334	17.51	50,754	18.77

<b>OP/SH</b>	<b>CAPTAIN/E.M.T.</b>		<b>CAPTAIN/PARAMEDIC</b>	
1 <sup>st</sup> Year	46,666	17.26	49,954	18.47
2 <sup>nd</sup> Year	47,897	17.71	51,208	18.94
3 <sup>rd</sup> Year	49,126	18.17	52,459	19.40
4 <sup>th</sup> Year	50,356	18.62	53,710	19.86
5 <sup>th</sup> Year	51,585	19.08	54,963	20.33
6 <sup>th</sup> Year	52,814	19.53	56,213	20.79
7 <sup>th</sup> Year	54,043	19.99	57,463	21.25

**2003/04 SALARY SCHEDULE (cont.)**

<b>CO/SH</b>	<b>DISPATCHER</b>		<b>DISPATCH SUPERVISOR</b>	
<b>Step</b>	<b>Salary</b>	<b>Hourly rate</b>	<b>Salary</b>	<b>Hourly rate</b>
1 <sup>st</sup> Year	23,873	11.48	31,239	15.02
2 <sup>nd</sup> Year	24,767	11.91	32,256	15.51
3 <sup>rd</sup> Year	25,667	12.34	33,275	16.00
4 <sup>th</sup> Year	26,564	12.77	34,295	16.49
5 <sup>th</sup> Year	27,462	13.20	35,314	16.98
6 <sup>th</sup> Year	28,359	13.63	36,334	17.47
7 <sup>th</sup> Year	29,256	14.07	37,354	17.96

<b>AD/DA</b>	<b>OFFICE ASSISTANT</b>		<b>ADMIN. OFFICE SUPERVISOR</b>	
1 <sup>st</sup> Year	20,458	9.84	30,460	14.64
2 <sup>nd</sup> Year	21,707	10.44	31,221	15.01
3 <sup>rd</sup> Year	22,956	11.04	31,985	15.38
4 <sup>th</sup> Year	24,205	11.64	32,747	15.74
5 <sup>th</sup> Year	25,454	12.24	33,510	16.11
6 <sup>th</sup> Year	26,703	12.84	34,273	16.48
7 <sup>th</sup> Year	27,952	13.44	35,035	16.84

<b>FP/DA</b>	<b>FIRE INSPECTOR</b>	
1 <sup>st</sup> Year	36,578	17.59
2 <sup>nd</sup> Year	37,835	18.19
3 <sup>rd</sup> Year	39,095	18.80
4 <sup>th</sup> Year	40,356	19.40
5 <sup>th</sup> Year	41,616	20.01
6 <sup>th</sup> Year	42,876	20.61
7 <sup>th</sup> Year	44,136	21.22

**Hours:**

All OP/SH employees working a fifty-two (52) hour week shall work twenty-four (24) hours on and forty-eight (48) hours off, with exchange of shift at 0800 hours. This will be accomplished by granting one (1) shift off every fourteenth (14th) shift, referred to as a "Kelly Day" (2704 hours yearly.)

Captains assigned as Shift Commanders shall exchange shifts at 0730.

All DA employees shall work a five (5) day work week.

The Union agrees to negotiate hours for CO/SH employees to a 12hr. Shift by 04/01/02

**Overtime:**

All employees who are required to work overtime shall be compensated at one and one half (1.5) times their hourly pay rate. All overtime work when an employee is held over past his normal shift shall be paid to the nearest quarter hour.

NOTE: Kelly shifts are non-accumulative, but may be exchanged once a year.

**Section 2. Physicals:**

Annual physicals for OP, CO, and FP employees will be provided at District expense. Physicals will begin on or before March 1<sup>st</sup> each year.

An in-depth physical that will include, at a minimum, an EKG, blood work, pulmonary test and hearing test will be provided to all OP employees, over the age of forty (40), each year. Those under the age of forty, and CO and FP employees will receive the in-depth physical the first and third year of this contract.

Medical examinations shall be completed while the employee is on duty. The physicals shall be conducted at contracted facilities designated by the Employer after consultation with the Union.

The results of the examination will be maintained by the physician in as confidential a fashion as allowed by law. If the examining physician, after reviewing the test results, recommends that any portion of the test or any additional test be conducted, any costs not covered under the employee's insurance will be borne by the District, up to the maximum of the employee's out of pocket expenses. All medical records received by the Employer will be available to the employee who is examined, upon his/her written request. Physician will notify Employer of any employee not meeting minimal standards which would inhibit any employee's safety.

**Section 3. Call Back:**

Any employee called back to work after having been relieved and having left the assigned work station or called in before his/her regular scheduled work time, shall be paid the actual time worked at the overtime rate, but shall receive a minimum of one (1) hour overtime pay when such call back is between the hours of 0800 and 2000 and two (2) hours overtime pay between 2001 and 0759hrs.

**Section 4. Holidays:**

The following holidays will be observed by the District. All employees working during a holiday will receive double time. DA employees will receive the day off with pay. The District has the right to determine the day of observation for DA employees when the actual day falls on a weekend.

New Years Day	Memorial Day	Christmas Eve
Good Friday	Independence Day	Christmas Day
Presidents' Day	Veteran's Day	Thanksgiving Day
Labor Day	M.L. King's Birthday	

**Section 5. Longevity Pay:**

Once an employee has completed 10 years of continuous service in the Spring Hill Fire Rescue District, that employee will receive a longevity step of 2.5% of base salary, and an increase of .5% each year thereafter up to a maximum of \$1,600. Longevity pay will be calculated and paid by separate check at the end of the first pay period in December.

All employees who were eligible to receive longevity pay under the old system will continue to receive Longevity pay at their present rate.

**Section 6. Acting Out of Grade:**

When an employee is assigned in an acting capacity to a higher position, he or she will receive additional compensation of 5%.

To be assigned in an acting capacity to a higher grade, the employee must be qualified for that position according to prescribed department qualifications and policies.

Qualified employees will be put on an Acting Out of Grade list. Employees on a promotional list will be utilized first. Employees wishing not to be placed on the Acting Out of Grade list will submit their request in writing to the Fire Chief and reimburse the District for any promotional classes or time off taken within the preceding two years. Employees working twenty-four (24) hour shifts must work at least four (4) hours in that position to receive Acting Out of Grade Pay.

Three current officers will remain on duty in the Operations Division when possible.

## **Article VI**

**Section 1. Promotions:**

When an employee is promoted, he or she shall serve a probationary period of nine (9) months and shall receive a new anniversary date. If the employee does not successfully complete the probationary period, he or she will be notified in writing of the reasons and shall be demoted to his or her previous position. If so demoted, the employee's anniversary date prior to the promotion will be reinstated. Any employees promoted to vacancies existing as a result of the initial promotion shall be rolled back to their former position and given their prior anniversary date. Any employee hired into a vacancy existing as a result of the initial promotion may be laid off if necessary to accomplish a roll back under this article.

**Section 2. Promotional Examination and Qualifications:**

The Fire Chief with the approval of the Board shall have the right to establish promotional examinations and the minimum qualifications for each position in the department. No changes will be made in the minimum qualifications without first soliciting input from the Union. In order to qualify for promotion, the employee must have successfully completed his or her probationary period, must meet the minimum qualifications for the position at the time the vacancy is to be filled, and must be on the promotion list.

**Section 3. Promotional Increases:**

If any employee accepts a promotion to a higher rank, and his/her present pay grade is above the starting pay for that rank, their pay will be adjusted to the next pay grade above their present pay in the higher rank. The employee will remain in this pay grade until their time in grade warrants an advancement.

**Article VII**

**Section 1. Vacation:**

Vacation will be awarded consistent with Department Policies and Procedures.

OP/SH Employees shall earn the following:

- 1 thru 10 years - 6 shifts per year
- 11 thru 20 years - 8 shifts per year
- after 20 years - 10 shifts per year

And shall not accrue more than 312 vacation hours as of Oct 1<sup>st</sup>. ( This will go into effect Oct 1<sup>st</sup> 2002)

All other employees shall earn the following:

- 1 thru 5 years - 12 days per year
- 6 thru 10 years - 3 weeks per year
- 11 thru 20 years - 4 weeks per year
- after 20 years - 5 weeks per year

And shall not accrue more than 264 vacation hours as of Oct 1<sup>st</sup>. ( This will go into effect Oct 1<sup>st</sup> 2002)

**Section 2. Sick Leave:**

OP/SH Employees will accumulate twelve (12) hours of sick leave every month of service. All other employees will accumulate eight (8) hours of sick leave for every month of service. A reserve of three (3) days sick leave will be credited to each newly hired employee on the first day of employment. That credit will be repaid to the District as sick leave is earned. If an employee leaves before he/she has earned credits for sick days used, the dollar amount of sick days owed will be deducted from his/her final pay check.

A Sick Leave Buy Back program will allow each employee to receive cash for sick time accumulated over the listed amounts. Eighty percent (80%) of the amount over thirty (30) days and one hundred percent (100%) over forty five (45) days. Employees eligible for Sick Leave Buy Back will receive a separate check during the last pay period each September.

No employee will be allowed to accumulate over 1224 hours of sick leave.

For OP/SH employees, one day equals twenty four (24) hours. For all other employees, one day equals eight (8) hours.

**Section 3. Award Days:**

Sick leave award will be granted by the Employer to an employee who uses little or no sick leave during a period of one year. Eligibility for this award is based on date of employment and the amount of sick leave used in the previous year.

Computation of Sick Leave Award will be as follows:

OP/SH Employees

No sick time used - two 24 hour Award days.

One shift or less used - one 24 hour Award day

All other Employees:

No sick time used - four 8 hour Award days

One day or less used - two 8 hour Award days

The Award days may be used as vacation days and are subject to the policies of using vacation leave. Award days can be accrued.

**Section 4. Funeral Leave:**

OP/SH employees may use 48 hours. All other employees may use 40 hours for Funeral/Bereavement Leave. Leave will be granted for employee's immediate family. Immediate family is defined as father, mother, sister, brother, spouse, child, and grandparents. The parents of present spouse are also included.

If the employee needs more time, this time may be charged to either Vacation time, or Award days, with the approval of the Chief. The Emergency Time Pool may be used in accordance with Article I, section 6.

## **Article VIII**

**Section 1. Insurance:**

The District agrees to provide hospitalization, dental, and optical coverage for all full time employees and their dependants. The District will continue to maintain an Insurance Committee with the Union to assure that the best coverage is maintained and that prices are kept at an affordable level.

If the annual increase is greater than 20% of the previous contract, the Union agrees to pay the increase above the 20% or convene the Insurance Committee to consider changes in coverage.

The District will continue to provide Short Term and Long Term Disability insurance for the employee only. The District will also continue to provide a disability policy to assist the employee in maintaining full salary during workers compensation injuries. Term Life Insurance will be provided on employees (\$20,000), their spouse (\$5,000), and their children (\$2,000).

The Union agrees to allow the District to add the cost of Disability insurance to the employees salary. The District agrees to increase the employees salary by this same amount.

**Section 2. Pension Plan:**

The Employer will continue its participation in the Florida State Retirement Plan. Should major changes be made to the FSRP, both parties agree to reopen this section.

**Section 3. Medical Coverage Extension:**

In the event of the death of an active employee, the Employer will continue the same medical coverage for their dependents, outlined in other parts of this agreement for up to 90 days after the employee's demise. This provision must be acceptable to carrier providing coverage at the time.

## **Article IX**

**Section 1. Exchange of Duty:**

Upon request and with the approval of the District, employees may exchange shifts with other employees in the same classification where such exchange does not interfere with the operation of the department. It is the responsibility of the employees involved in the exchange to see that the time is repaid. A twenty-four (24) hour Notice of Request of Exchange of Duty is required, except in cases of emergency.

**Section 2. Leave of Absence:**

Leave of absence without pay for legitimate reasons may be granted at the discretion of the Fire Chief, subject to the approval of the Board of Fire Commissioners. Failure to return to work in a timely fashion after an approved leave of absence shall result in termination. Benefits will not be paid and leave will not continue to accrue during any leave without pay except as required by law.

**Section 3. Early Relief:**

Each employee will be entitled up to two (2) hours early relief upon the arrival of his/her relief.

**Section 4. Shift Bidding:**

In the event a position becomes vacant on any Shift, all employees shall have a two (2) week period of time in which to submit bids for that position. In making a decision, the Fire Chief shall consider both department wide seniority and qualifications. Bidding shall be limited to the original position open and all qualified employees in the same rank and classification are eligible to bid.

**Section 5. Staffing Levels:**

The District will maintain a minimum of (17) personnel to man four (4) engines, four (4) ALS rescues and one (1) Shift Commander position when possible.

The District will maintain a minimum of two (2) Communications Officers on duty at all times when possible.

**Section 6. Coverage:**

The District will only hire part time employees to replace SH/OP employees after the employee to be replaced has been off duty for longer than ten (10) shifts.

The District has the right to replace all other personnel with part time employees for any absence.

## **Article X**

### **Section 1. Bulletin Board:**

The Union shall be entitled to one (1) Bulletin Board, not to exceed three (3) feet by three (3) feet, at each station for Union business. It will be positioned in an area agreeable to the Employer and the Union. All notices posted shall be signed by an officer of the Union.

### **Section 2. Family and Medical Leave:**

Employees will be entitled to Family and Medical Leave consistent with District policy and the Family and Medical Leave Act of the Fair Labor Standard Act.

## **Article XI**

### **Section 1. Uniform Allowance:**

The District will provide uniforms at no cost, to uniform employees, consistent with existing policy.

Office staff is eligible for a \$200 per year uniform allowance. It may be determined that part of the allowance would be used for specialized shirts for the office staff.

## **Article XII**

### **Section 1. Prohibition Against Strikes:**

The Union and its members agree that there will be no strikes or work stoppages. Florida Statute 447.505 will be adhered to by both parties.

## **Article XIII**

### **Section 1. Personnel Reduction:**

Layoffs shall be done by seniority. In the event of a layoff, an employee shall have recall right for one (1) year of the period of layoff. It is the employee's responsibility to keep the Employer informed as to his or her current address for recall purposes. The failure of an employee to respond to a recall notice within fifteen (15) calendar days after being sent by the Employer shall be deemed to forfeit the employee's recall rights. This recall notice must be by certified mail, return receipt requested. An attempt by postal authorities to deliver will be deemed adequate notice. In the event of a lay off, notice will be given to the employee in writing two (2) weeks in advance of the layoff. Employees shall have the option to be paid for unused vacation time, compensatory time or award shifts accrued at the time of separation due to layoff. If recalled to work, the employee may purchase from the District, vacation time, compensatory time, or award shifts up to the amount which was accrued at the time of the layoff. This leave time can be purchased at the rate of pay of the employee at the time he or she was laid off.

Upon a recall and return to work under this Article, the employee's anniversary date shall be adjusted to the date of return to work. Layoffs will cause a break in service only for retirement purposes as provided under the Florida Retirement System.

If conditions warrant, management will exercise the right to retain specific grades or specialities, after negotiations with the Union.

When separated because of personnel reduction, the employee will not be able to convert accrued sick leave to cash. If he or she is recalled however, sick leave accrued up to the separation date will again be credited for that employee's use.

## **Article XIV**

### **Section 1. Safety:**

The Employer agrees that safety for all employees is to be given the highest consideration with respect to purchase of equipment, procedure implementation, training methods and shift manpower. To that end therefore, the Employer and the Union shall each appoint up to three (3) members to the Work Safety Committee. This Committee shall meet every month if necessary, and discuss safety and health conditions, review and make recommendations to the District prior to the purchase of protective and safety equipment, and establish procedures conducive to the highest standard of safety and health. It will in good faith consider any Committee recommendations offered to it before making purchases or implementing changes. No employee shall be required to use unsafe or faulty equipment.

## **Article XV**

### **Section 1. Management Rights:**

Except as expressly limited by any provision of this agreement, the Employer reserves and retains exclusively all the normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to its right to determine, and from time to time redetermine, the number, location, and type of its various operations, functions and services; to select and direct the working force in accordance with requirements determined by the District; to create, modify, or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; and to establish and change work schedules and assignments, as long as change is not done in a malicious or capricious manner; to transfer or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons; to suspend, discharge, demote or otherwise discipline employees for just cause; and otherwise to take such matters as the Employer may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

If at any time it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this agreement may be suspended by the Fire Chief during the time of the declared emergency, provided that wage rates, overtime and other monetary benefits shall not be suspended, and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency.

The District and Union agree to abide by Florida Statute 447.209 which reads:

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Public Employer

to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation as it relates to Public Employer Rights.

**Section 2. Rules and Regulations:**

The Union agrees that the Bargaining Unit shall comply with all Employer rules and regulations, including those relating to conduct and work performance. The Employer agrees that violations of department rules and regulations which result in disciplinary action shall be subject to the grievance procedure. Prior to any change in existing policies or procedures, the Union shall have an opportunity to discuss the proposed changes with the Employer in an attempt to avoid areas of conflict. The final decision as to the appropriate policy and procedure shall rest with the District Board of Fire Commissioners.

**Section 3. Standard Operating Procedures:**

All employees shall have a current copy of the Employer's Standard Operating Procedures. Prior to any changes in the Standard Operating Procedures, the Union shall be provided with seven (7) days advance notice and an opportunity for input and comment on the proposed change.

**Section 4. EMT and Paramedic Re-certification:**

The Employer will pay for re-certification and classes and will provide coverage for employees while on duty. All employees must attend department sponsored refresher courses, or pay for EMT refresher or ACLS (Paramedic) courses themselves.

**Section 5. Station Transfer:**

When an employee is required to transfer from one station to another after he or she has reported for duty, the employee shall be paid \$0.345 per mile. This will be adjusted annually on October 1<sup>st</sup>. Consistent with IRS provisions. This shall be paid during the last pay period in March and September.

## **Article XVI**

**Section 1. Personnel Files:**

Each employee will have the right, upon reasonable request, to examine and copy, at no expense to the employee, any and all material, including any and all evaluations, contained in any personnel records concerning any such employee. All requests must be approved in writing by the Chief or the Assistant Chief. Whenever any material of a disciplinary or performance related nature, including evaluations, is inserted into the personnel file or records of an employee, such employee will be promptly notified and given a copy of such material. The employee will then have fourteen (14) calendar days from the date of receipt in which to include in his or her personnel file a response to such document.

## Article XVII

### **Section 1. Discharge and Discipline:**

Disciplinary action may be imposed upon employee's only for just cause. Any disciplinary action imposed upon a non-probationary employee will first be announced in writing three (3) business days in advance of the action taking place. The Department has the right to place an employee on administrative leave with pay pending the disciplinary action. Any disciplinary action imposed upon employees may be processed as a grievance through the procedures set forth in this agreement.

All employees shall be entitled to Union representation as outlined in Article I, Section 2, Paragraph 3 of this agreement. The District and Union agree to follow the Firefighter's Bill of Rights as outlined in Florida Statute Section VIII of Chapter 112.

### **Section 2. Defense of Employee:**

To the extent allowable or provided by law, the District agrees to defend any employee sued on any claim arising out of his or her employment with the District and when such employee was acting within the scope of his or her duties. The Employer further agrees to pay judgments as provided or allowed by law where the employee is found to have been acting in the course and scope of his or her employment.

### **Section 3. Court or Magisterial Appearance:**

Any employee whose appearance is required in court or other magisterial forum as a result of a matter arising out of the course of his/her employment, shall receive a minimum of four (4) hours regular pay or compensatory time at the employee's discretion if the attendance is during the employee's off duty hours. Further, the time shall be counted as hours worked for purposes of computing overtime. This same provision shall apply when the Public Defender's Office or a private attorney's office requires the employee to appear in a criminal or civil case arising from the employees performance in the course of employment. This provision shall not apply if the employee is a plaintiff, defendant or witness in a personal, civil or criminal action.

### **Section 4. Grievance Procedure:**

The parties to this Agreement agree that any dispute arising out of the interpretation or application of the provisions of this Agreement shall be settled promptly in accordance with the following procedures.

### **Definitions**

Grievance: A grievance, within the meaning of this procedure, is defined as a dispute or difference of opinion between the parties concerning the meaning, interpretation, application or alleged violation by the District of the Agreement.

Time Limits: The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days indicated at each step of the grievance procedure should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement as evidence by a waiver in writing signed by an authorized representative of the District and the Union.

Step 1: Any employee believing that he or she has suffered a grievance shall discuss the matter with his or her Shift Commander or immediate Supervisor and, at the employee's option, his or her Union representative. In order to be deemed timely, a grievance must be discussed by the employee with a Shift

Commander or immediate Supervisor within seven (7) calendar days after the employee, through exercise of reasonable diligence, should have become aware of the grievance. The Shift Commander or immediate Supervisor shall give a written reply within seven (7) calendar days after submission of the grievance. If the Shift Commander or immediate Supervisor fails to give a written reply within the time limit provided, the grievance may be appealed through the Chain of Command to the next higher step of the grievance procedure.

Step 2: If the grievant or the Union is dissatisfied with the response given at Step 1, or if no response is given at Step 1, then within seven (7) calendar days after the reply given under Step 1, the grievance shall be reduced to writing upon the designated grievance form. The grievance must set forth the following relevant information concerning the grievance: the date on which the grievance occurred; the date on which the grievance was discussed with the grievant's Supervisor and a specific identification of the provisions of the agreement alleged to have been misinterpreted or violated. The grievance shall then be submitted to the Fire Chief, or his designee.

The Fire Chief, or his designee, shall provide the employee and the Union representative with a meeting to discuss the grievance. The meeting shall occur within seven (7) calendar days after receipt of the grievance. The Fire Chief, or his designee, shall then provide a written reply within seven (7) calendar days following the meeting. If the Fire Chief, or his designee, fails to provide a written reply within the time limits provided, the grievance may be appealed to the next step of the grievance procedure.

Appeal: If the grievance procedure shall not have been adjusted to the satisfaction of the grievant under Step 2, then within seven (7) calendar days from the date of the Fire Chief, or his designee's, written decision, or the date when the decision should have been submitted by the Fire Chief, or his designee, the grievance shall be presented in writing to the Board of Fire Commissioners. Unless the time frame is otherwise restricted by law, the Board and the employee's Union representative, along with the employee, shall meet within seven (7) calendar days in an attempt to resolve the grievance. The Board shall provide a reply within seven (7) calendar days after such meeting.

Except as limited by this agreement, if the grievant is dissatisfied with the response given under the Appeal step, the grievance may be appealed to arbitration by submitting a written request for the same within seven (7) calendar days of the response to the Appeal step. To the extent provided by law, the findings of the Arbitrator shall be final and binding. However, the Arbitrator shall not have the power to add to; subtract from; amend; modify; change or ignore the Agreement in reaching his or her decision and any such conduct shall be deemed in excess of his or her jurisdiction. All the time limits shall be strictly construed and can be extended only in writing.

The arbitrator shall be mutually selected by the parties, failing which the Federal Mediation and Conciliation Service (FMCS) shall be requested to furnish a list of seven (7) names. Names shall be struck off alternately. A coin toss will decide who strikes first. The name remaining after both parties have struck shall be designated the Arbitrator.

The assignment of costs of arbitration will be as follows:

The Union shall be responsible for its witnesses and representatives. The District shall be responsible for its witnesses and representatives.

The Union and District shall share equally the Arbitrator fees and costs.

## Article XVIII

### Section 1. Substance Testing

Purpose: The Spring Hill Fire Rescue District recognizes its responsibility to provide a safe and healthy working environment for all employees and its obligation to the citizenry to hire and offer continued employment only to those individuals who are and who remain drug free.

### Section 2. Policy Statement

All employees are prohibited from using, being under the influence of having present in their system, possessing, or distributing controlled substances, narcotics, alcohol, and other mind-altering substances at any time because of their illegality and the risk to fellow employees and the public.

Employees arrested or implicated in the use, sale or possession of controlled substances, drugs, or other mind-altering substances will be immediately suspended without pay pending investigation and resolution, and may be subject to discipline up to and including discharge.

If controlled substances, narcotic, or other mind-altering substances are found on District property or suspected on District property, the proper law enforcement officials will be notified immediately.

### Section 3. Policy:

A. Employees shall be required to sign the Consent to Substance Screen and submit to urinalysis testing upon reasonable suspicion as defined in Section 3-J.

B. All employees shall be subject to random unannounced drug testing. Such testing shall be equal to thirty percent of the total number of covered employees each year. Such testing shall be during on-duty time. The method of random selection will be agreed to by the District and the Union.

C. No employee shall be required to sign the Consent to Substance Screen or submit to urinalysis testing unless the testing is authorized in writing by the District Board of Fire Commission or its designee.

D. Any employee who refuses to sign the Consent to Substance Screen form and submit to urinalysis testing because of reasonable suspicion will be terminated without notice and without severance pay.

E. Any temporary employee, or any new employee who has not completed his/her probationary period, who signs the Consent to Substance Screen form and tests positive, will be terminated.

F. Any regular employee who tests positive will be suspended (with pay for the first 28 days) until the District Physician has examined him/her and certified him/her for duty, and will be reassigned, to original duties, as deemed necessary by the Fire Chief based on the physician's statement. The District Physician will examine the employee as soon as possible upon receipt of a positive test result. The employee will also be referred to the Employee Assistance Program for treatment, and will be put on a six-month probationary period during which time he will be carefully monitored for reasonable suspicion and shall submit to unannounced follow-up urinalysis testing.

G. Any regular employee who refuses Employee Assistance Program treatment, refuses to sign the Release of Information form, or refuses to keep scheduled EAP appointments may be terminated without notice and without severance pay.

H. The sole purpose of the EAP Release of Information form is to enable the District to discover and monitor the level of an employee's participation and completion of the program. Both urinalysis test results and EAP participation information will be maintained in a file separate from the Personnel file and will not be available to the general public, other employees, or to management except on strict need-to-know basis.

I. If the results of any unannounced follow-up tests are positive, the employee will be terminated without notice and without severance pay.

J. Reasonable suspicion is defined as:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Any accident or injury that occurs within the scope of employment and is covered by workers' compensation.
6. Information that an employee has caused, or contributed to, an accident while at work. When defining an accident for this section, only incidents that have property damage more than \$500 in value will be considered.
7. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

K. All test results shall become the property of the Department Physician and shall be maintained there as part of the employee's confidential medical history.

L. All tests for an unlawful drug or drug of abuse will be by the gas Chromatography/mass spectrometry method.

#### **Section 4. General.**

A. Employees are prohibited from possessing, using, being under the influence of, or having alcohol present in their system while on District property while on duty.

B. While at the work site, employees are prohibited from possessing controlled substances, narcotics, or alcohol on their person, in their locker, desk or District vehicles. Vehicles utilized by employees are District property and, with reasonable suspicion, may be searched. If an employee places a personal lock on a locker, desk, cabinet, or other storage areas, upon reasonable suspicion, he/she must remove such lock upon request and permit a search by Management.

C. If the approved use of prescription drugs prescribed by a physician is not prohibited; however, employees may be subject to discipline up to and including discharge for the abuse of prescription drugs. Further, any employee using drugs at the direction of a physician, will immediately notify his/her supervisor when the use of these substances may affect his/her job performance, such as causing drowsiness.

**Section 5. Right of Union Participation:**

At any time, the Union upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

**Section 6. Union Held Harmless:**

This drug program is solely initiated at the request of the Employer. The Fire District shall be solely liable for any obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of the drug testing program.

**Section 7. Conflict With Other Laws:**

This Article is in no way intended to supersede or waive an employee's Federal or State Constitutional Rights.

**Article XIX**

**Section 1. Savings Clause:**

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

In the event of invalidation of any Article or Section, both the Employer and the Union agree to meet within sixty (60) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**Article XX**

**Section 1. Agreement Binding on Successors:**

To the maximum extent allowable by law, this agreement will be binding upon the successors and assigns of the parties, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party, or by any change geographically or otherwise in the location or place of business of either party; to the maximum extent allowable by law, all employees shall be retained by the successors with no reduction in rank, salary or status.

**Article XXI**

**Section 1. Extension of Contract Agreement:**

In the event the Employer and Union have not by September 30, 2004 agreed upon the terms and conditions of employment for the contract period commencing October 1, 2004, then the terms and conditions of the 3rd year of this agreement will remain in full force and effect, without prejudice, until negotiation consummation, and execution of said later Agreement. Both parties agree to initiate negotiations by February 1, 2004.

**Section 2. Past Practices:**

Past Practices are defined as those practices not covered in the agreement or the subject of negotiations involving mandatory subjects of bargaining which were established by specific affirmative conduct of the Fire Chief or the Assistant Chief and which have existed continuously and unchanged for a substantial period of time. Past practices may not be changed during the term of this agreement, unless both parties agree to said change. A meeting between the Fire Chief and Union President may be called by either party to discuss a proposed change. An isolated incident is insufficient to establish a past practice.

**Section 3. Amendments:**

All Amendments to this Agreement shall be reduced to writing, signed by all parties and sent for ratification as provided by law.

**Section 4. Copies of Contract:**

Employer will provide five (5) copies of contract to the Union President and one (1) for each fire station and headquarters, one time only.

**Section 5. Duration:**

This Agreement will extend for three (3) years, October 1, 2001 until September 30, 2004.

All sections of this agreement, not clearly stated otherwise, will be in effect upon the signing of this document by both parties

**SPRING HILL FIRE RESCUE**  
**GRIEVANCE FORM**

**A. PRELIMINARY INFORMATION**

Employee Name \_\_\_\_\_

Dept. & Division Name \_\_\_\_\_ Position Title/Shift \_\_\_\_\_

**General Instructions:**

All grievances must be filed in writing on this form. The filing employee shall submit the written grievance on this form to the Fire Chief within seven (7) calendar days after employee has received reply under Step 1 of the Collective Bargaining Agreement or if no reply is given, within seven (7) calendar days after such a reply should have been given.

**EMPLOYEE STATEMENT OF GRIEVANCE:** Print or type the following information. This grievance will not be accepted if any of the spaces are left blank.

Grievance Occurred (Date & Time) \_\_\_\_\_

Article(s) of the contract allegedly violated \_\_\_\_\_

Nature & circumstances of grievance (who, what, when, where). To include the specific wrongful act, harm done and remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature & Date

\_\_\_\_\_  
Union Representative

Grievance Number \_\_\_\_\_

\_\_\_\_ check here if additional pages are attached.

**B. STEP 1 - SUPERVISOR**

Grievance Discussed with \_\_\_\_\_  
(Name of Supervisor, Date and Time)

Date and Time Reply Received \_\_\_\_\_

Decision and reason given by Supervisor (attach any written response):

\_\_\_\_\_  
Employee Signature and Date

\_\_\_ check here if additional pages are attached.

**C. STEP 2 - FIRE CHIEF**

Fire Chief: You must meet with the aggrieved employee and Union representative. Within seven (7) calendar days following the meeting, you must notify the employee in writing of your decision.

Date & Time Received \_\_\_\_\_ Date of Meeting \_\_\_\_\_

Decision & Reasons:

\_\_\_\_\_  
Signature & Date

\_\_\_ check here if additional pages are attached.

Employee: I acknowledge the receipt of this written response and understand I may appeal to the next step within seven (7) calendar days.

\_\_\_\_\_  
Employee Signature & Date

**D. APPEAL STEP - DISTRICT FIRE COMMISSION**

Fire Commissioners: Within seven (7) calendar days of receipt of form, you must meet with the aggrieved employee and Union representative. Within seven (7) calendar days following the meeting, you must notify the employee in writing of your decision.

Date & Time Received \_\_\_\_\_ Date of Meeting \_\_\_\_\_

Decision & Reasons:

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_ check here if additional pages are attached.

Employee: I acknowledge the receipt of this written response and understand I may request arbitration within seven (7) calendar days.

\_\_\_\_\_  
Employee Signature and Date

I have read and agree to the contract with the Professional Firefighters of Spring Hill International Association of Firefighters Local 2794 Union as of the \_\_\_\_ of \_\_\_\_\_, 2001.

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Robert Kanner, Chairman  
Board of Fire Commissioners  
Spring Hill Fire & Rescue District

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John F. Ferriero, President  
Spring Hill Professional Firefighters  
IAFF Local 2794

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Dennis Andrews, Vice Chairman

---

Michael Rampino, Vice President

---

Jeff Hollander, Fire Commissioner

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John Liparito, Secretary

---

Richard Martin, Fire Commissioner

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Alex Lopez, Treasurer

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Gene Panozzo, Fire Commissioner