

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

**Section 1:** A grievance is defined as a complaint arising out of an alleged violation concerning wages, rates of pay and other items and conditions of employment covered by this Agreement. Employees serving their initial probationary period shall have access to the grievance procedure, except new employees shall have no right to challenge their discharge during their probationary period prior to completing one (1) year on the Department.. In matters regarding discipline, discharge or evaluation, probationary employees, prior to completing their one (1) year on the Department, , shall only have the right to grieve to the Step 3 level. In all other matters involving equal application of the contract provisions, probationary employees shall have full access to the grievance procedure.

Throughout this article a day shall be defined as a business day when the department's administrative office is open, except as noted in step 5.

**Section 2:** An employee, group of employees, or the Union covered by this Agreement shall present the complaint within ten (10) days of the day on which the complaint arose in the following manner:

The written grievance should set forth the following:

1. A statement of the grievance and the facts upon which it is based.
2. The alleged violations of this Agreement.
3. The remedy or adjustment requested.
4. The signature(s) of the complainant.

Should the grievance be by a group, then one member may act as spokesperson,

Should the Grievance be a Union grievance then it shall be presented directly to the Chief at the Step 3 level.

Nothing in this procedure for Step 1 or any further step shall preclude an employee(s) from presenting their own grievance without Union representation, as provided for in Florida Statutes (Chapter 447).

#### **Step 1:**

Firefighter Paramedic/EMT shall within ten (10) days of occurrence discuss the complaint with a Lieutenant Paramedic/EMT on duty with or without the presence of a steward. The Lieutenant Paramedic/EMT shall attempt to resolve the complaint and shall indicate in

writing on a Departmental memo the date and result of the discussion. This initial complaint shall be reduced to writing on the proper grievance form if not resolved either during or within ten (10) days after the meeting with the Lieutenant Paramedic/EMT.

If a Lieutenant Paramedic/EMT is the grievant they shall within 10 days of the occurrence meet with a Division Chief and shall attempt to resolve the complaint and indicate in writing on a Departmental memo the date and result of the discussion prior to the formal written grievance in Step 2. The time limit of ten (10) days to proceed to Step 2 shall not begin until the Lieutenant Paramedic/EMT has met with a Division Chief.

### **Step 2:**

If the Firefighter Paramedic/EMT complaint is not resolved within ten (10) days in Step 1, the Firefighter Paramedic/EMT and/or the Union shall appeal the grievance in writing on the proper grievance form with the attached response from the Lieutenant Paramedic/EMT to the Division Chief or designee to which the Firefighter Paramedic/EMT is assigned within ten (10) days.

If the Lieutenant Paramedic/EMT complaint is not resolved within ten (10) days from the meeting between the Lieutenant Paramedic/EMT and the Division Chief, the Lieutenant Paramedic/EMT and/or the Union shall appeal the grievance in writing on the proper grievance form with the attached response from the Division Chief in Step 2.

The Division Chief will discuss the grievance with the steward and grievant(s) and give an answer in writing, on the proper grievance form within ten (10) days of receiving the written complaint by the grievant(s).

### **Step 3:**

If the complaint is not resolved in Step 2, the grievant(s) and/or the Union may appeal the grievance in writing on the proper grievance form to the Fire Chief within ten (10) days after having received a written answer from the Division Chief. The Fire Chief shall meet with the grievant(s) and/or the Union within ten (10) days of receiving the grievance. The Fire Chief shall give an answer within ten (10) days after meeting with the grievant(s).

### **Step 4**

If the matter is not resolved in step 3, the employee(s) or the Union may appeal to the Board of Commissioners. The appeal to the Board shall consist of a written statement specific to the grievance as well as the completed form (through step 3). The written appeal must be received within ten (10) days of the receiving the written Step 3 response from the Fire Chief.

The Board shall provide a written reply to the grievant within thirty (30) days of receiving the written grievance.

### **Step 5**

If the matter is not resolved as provided in step 4, the employee(s) and/or the Union shall, within thirty (30) calendar days\_of receipt of the written response from step 4, notify the Department of the intent to proceed to arbitration and may request a list of seven (7) arbitrators to be provided by the Federal Mediation and Conciliation Services from which, by mutual selection or striking, an Arbitrator shall be selected. Should striking be used, then a flip of the coin shall determine which party shall proceed with striking their first choice. The Arbitrator's decision shall be final and binding as provided by law. The Arbitrator's decision shall be given within thirty (30) calendar days after having received the arbitration briefs from Employer and the Union. The Arbitrator may not substitute his/her judgment for that of the Department, nor add to, delete from or alter this contract.

### **GRIEVANCE FLOW CHART**

Step 1	Grounds for Complaint and discussion with: Lieutenant Paramedic/EMT/ Division Chief	10 Days
Step 2	Division Chief Written	10 Days
Step 3	Fire Chief Written	10 Days
Step 4	Board of Commissioners	10 Days
Step 5	Arbitration	Within 30 days, notify of intent to Arbitrate

**Section 3:** An employee having a complaint shall be able to take up the matter with the Steward during working hours, as long as it does not interfere with normal operations of the Employer.

**Section 4:** The time limits established in this Article may be extended by mutual consent of both parties; such agreement shall be reduced to writing and included in the documentation of the grievance.

**Section 5:** Time spent by stewards on their duty days in discussing and processing grievances, as provided in this Article, shall not result in a loss of earnings or benefits. Such time shall be scheduled to not conflict with Employer activities or create hardship for the Employer.

**Section 6:** The costs of the arbitrator shall be borne equally by the parties, except that each

party shall bear the costs of its attorneys and the cost of any transcripts desired by that party.

**Section 7:** Nothing contained herein shall prohibit the employee from utilizing the Administrative Hearing Procedure, as set forth in Florida Statutes Chapter 120 except that once an employee proceeds according to the steps in this Agreement; the employee shall not have access to that procedure for the resolution of the grievance. The employee shall make the selection in writing at Step 1.

**Section 8:** Grievance arising out of discharge, demotion or suspension shall be commenced within ten (10) days of the action giving rise to the grievance and shall be commenced in Step 2 of the grievance procedure unless the employee elects to use the Administrative Hearing Procedure.

**Section 9:** For purpose of computing time limits herein, all grievances filed at the First and/or Second Step must be filed with the Lieutenant Paramedic/EMT or the Division Chief of the shift to which the aggrieved employee(s) is/are assigned, and a day shall be considered to end at 11:59 p.m.

Submissions or answers shall be marked to indicate receipt noting both date and time. For the purposes of this article, the receiving party for the Employer is the person or position designated by the step involved. For the Union and or grievant, the representative is either Grievant or the Union's Department Vice President. The appropriate grievance form shall be used for the Grievance Procedure, dates and times and receipt signatures shall be documented on the form.

**Section 10:** All procedures and discipline shall conform to the guidelines of the Firefighters' Bill of Rights in effect on the date the alleged violations occurred (Florida Statutes 112.80 to 112.84, see Article 23, Section 12).

**Section 11:** Nothing in this part shall be construed to prevent any employee from presenting, at any time, their own grievance in person or by legal counsel to the Employer, and having such grievances adjusted without the intervention of the bargaining agent if the adjustment is not inconsistent with the terms of the collective bargaining agreement, then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

# East Lake Tarpon Special Fire Control District Grievance Form

Grievance No. \_\_\_\_\_

Date \_\_\_\_\_

Name of Grievant(s) \_\_\_\_\_

Date of Cause giving Rise to Grievance \_\_\_\_\_

Location of Alleged Violation \_\_\_\_\_

## Contract Article(s) and Section(s) of Alleged Violation

## Description of Alleged Violation

(Attach additional Sheets if necessary)

## Remedy Sought

Employee(s) signature (if Applicable) \_\_\_\_\_

Union Representative Signature (If Applicable) \_\_\_\_\_

<b>Step One File Date</b> Within 10 days of occurrence	<b>Step One Meeting Date</b> Within 10 days of filing	<b>Step One Response and Date</b> Within 10 days of meeting	<b>Lieutenant Signature</b> Attach response
<b>Step Two File Date</b> Within 10 days of occurrence or Step One response	<b>Step Two Meeting Date</b> Within 10 days of filing	<b>Step Two Response and Date</b> Within 10 days of meeting	<b>Division Chief Signature</b> Attach response
<b>Step Three File Date</b> Within 10 days of Step Two response	<b>Step Three Meeting Date</b> Within 10 days of Step Three filing	<b>Step Three Response and Date</b> Within 10 days of Step Three meeting	<b>Fire Chief Signature</b> Attach Response
<b>Step Four File Date</b> Within 10 days of Step Three response	<b>Step Four Board Meeting Date</b>	<b>Step Four Response and Date</b> Within 30 days of step 4 file date	<b>Board Chair Signature</b> Attach Response
Grievance Resolved (Check One): Level One ( )	Level Two ( )	Level Three ( )	Level Four ( )

Grievance Appealed to Arbitration	Date of Notification for Arbitration	Date List Received -	Date Arbitrator Selected -	Grievance Appealed to Arbitration
Arbitrator	Date of Hearing	Date of Decision	Grievance Sustained ( ) Denied ( )	

