

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Contract Between Seminole County Government and Seminole County Professional Firefighters, Local 3254

**DEPARTMENT:** County Manager Office

**DIVISION:**

**AUTHORIZED BY:** Cindy Coto

**CONTACT:** Joe Forte

**EXT:** 7212

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a contract between Seminole County Government and Seminole County Professional Firefighters, Local 3254.

County-wide

Joe Forte

**BACKGROUND:**

On October 21, 2008, Firefighters Local 3254 approved the Contract for a one year period through September 30, 2009. The key elements within the Contract are as follows:

- An average 4% salary adjustment to salaries, effective October 1, 2008
- Revisions to the Overtime/Telestaff Procedures to include scheduling requirements and provide flexibility in scheduling requirements (see attached operations procedures)

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a contract between Seminole County Government and Seminole County Professional Firefighters, Local 3254.

**ATTACHMENTS:**

1. Overtime Procedure
2. Official Notice

<p><b>Additionally Reviewed By:</b> No additional reviews</p>
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**Title: Overtime/Telestaff Procedures**

Controller: D/C Carter

Origination Date: 1/86

Revision Date:

[10/16/2008](#)~~10/16/2008~~~~10/16/2008~~~~10/2/2008~~

Approved by: \_\_\_\_\_ Effective Date: \_\_\_\_\_

**Purpose**

To insure adequate numbers of personnel are on duty to meet Division operational requirements and to insure a consistent policy for the hiring of off duty personnel is utilized.

**History**

The Seminole County Fire Department has tried to maintain a fair and consistent procedure for hiring back personnel for overtime. In an effort to help with this consistency, a program called TeleStaff was purchased. This program allows the Department the ability to insure that units are adequately staffed and that the overtime called is completely fairly and consistently.

**Procedure**

A. Two lists will be maintained for overtime calling. The two lists will consist of a list for Lieutenants and a list for Firefighters that includes Firefighters with Paramedic specialization. Employees will be listed by seniority. Overtime selection will be determined by the employee’s seniority ranking on the list and the number of check marks or other designations the employee has accumulated.

B. Utilization of overtime will be position for position.

Lieutenant for Lieutenant.

Firefighter/Paramedic for Firefighter/Paramedic.

Firefighter for Firefighter.

The exception to the above practice will be as follows. In the event there are no available Firefighter Paramedics “volunteering” for overtime to fill an available vacancy, and to avoid ordering in a Firefighter Paramedic, a Firefighter Paramedic may then be floated and a Firefighter volunteering to work overtime can be hired to fill the Firefighter Paramedic vacancy, providing there is a Lieutenant Paramedic assigned to the unit to maintain advanced life support capabilities.

C. Arranging overtime will be the responsibility of a designated Battalion Chief or Chiefs utilizing an automated staffing and overtime program currently identified as TeleStaff. Other personnel can be assigned the task of making phone calls or other attempts to contact personnel for the purpose of filling vacancies with overtime. When possible, TeleStaff will fill forecasted leave vacancies and contact affected personnel between 1700 and 2200 hours.

D. For the purposes of this overtime procedure, scheduled leave is approved leave that was requested prior to 1700 hours the ~~shiftealendar day~~ before the affected shift. Unscheduled leave is leave that is requested and approved at or after 1700 hours the ~~shiftealendar day~~ before the affected shift.

Approved leave including Time Trades, placed on the calendar will not be allowed to be removed after 1700 hrs the shift prior to the next regularly scheduled shift if an anti-signup code is used. If an anti-signup code is not used, leave on the calendar may be removed up to 1700 hrs the calendar day before the affected shift.

E. TeleStaff will review for approval any request for leave submitted after the forecasted leave limit has been reached at least thirty (30) days in advance of the affected shift and continue to review requests up to the affected shift.

F. Employees desiring to work overtime will sign in or dial into TeleStaff and place their name on the appropriate volunteer list for the shift or the period of a shift they wish to work overtime. Sign up must be accomplished prior to 1700 the calendar day before the affected shift. The employee by signing up for volunteer overtime agrees to work when contacted. If the employee is offered an assignment of more than 12 hours the member will receive a check mark. Employee can be excused from working if it is determined the employee is sick. The employee must contact the appropriate Battalion Chief if this occurs.

G. Scheduled leave vacancies will be filled from the volunteer overtime list based on the vacant position and the appropriate overtime calling list. If there are more people on the list than vacancies the personnel not selected can be used to fill vacancies as a result of unscheduled leave. Vacancies not filled by the volunteer list will be filled by using the appropriate order in list.

H. Bargaining unit members shall not be “ordered in” when he or she is off duty on approved scheduled leave or an approved time trade the first twelve (12) hours or more of their next shift or were off duty on approved scheduled leave or approved time trade the last twelve (12) hours or more of their previous shift. It shall be the bargaining unit member’s responsibility to use the “anti-signup” work code in TeleStaff to prevent TeleStaff from ordering them to work overtime. When the “anti-signup” work code is utilized the bargaining unit member shall use at least (12) hours of leave or time trade their next scheduled shift. If the “anti-signup” work code is not utilized the bargaining unit member may cancel their leave by 1700 the day before their scheduled shift. When scheduling sick leave/medical leave, (24) hours must be used by the bargaining unit member (for each occurrence) before they are eligible to utilize the “anti-signup” work code. Failure of the employee to use the “anti-signup” work code will require the employee to work overtime if contacted by Telestaff. In the event of a TeleStaff server failure and the employee is contacted by a Battalion Chief or designee, it is the employee’s responsibility to inform the caller that he or she is on approved leave/time trade or will be on approved leave/time trade that meets the requirements of this section and has utilized the Anti-Signup work code.

~~Bargaining unit members shall not be “ordered in” when he or she is off duty on approved scheduled leave or an approved time trade the first eight (8) hours or more of their next shift or were off duty on approved scheduled leave or approved time trade the last twelve (12) hours or more of their previous shift. It shall be the bargaining unit member’s responsibility to use the “anti-signup” work code for approved scheduled forecasted leave, including Time Trades in TeleStaff to prevent TeleStaff from ordering them to work overtime. Failure of the employee to use the “anti-signup” work code will require the employee to work overtime if contacted by Telestaff. In the event of a TeleStaff server failure and the employee is contacted by a Battalion Chief or designee, it is the employee’s responsibility to inform the caller that he or she is on approved leave/time trade or will be on approved leave/time trade that meets the requirements of this section and has utilized the Anti-Signup work code.~~

I. If overtime is being acquired to cover unscheduled leave in the morning prior to shift change the TeleStaff program will fill the vacancy following the same procedure as the night before. The voluntary overtime list will be used and if the vacancy cannot be filled the order in overtime list will be used and contacts will be attempted until someone is located to work.

J. There will be two lists for order in purposes. Order in lists will include all eligible personnel by position in reverse seniority and with off going shift personnel at the top.

K. Once an overtime assignment has been accepted or assigned the employee is responsible for insuring the work assignment is fulfilled. The only exception will be an emergency as determined at the discretion of the appropriate Battalion Chief or the scheduled employee arranges for an equally qualified employee to work the overtime assignment. Employees may split shifts or give the entire shift to another employee.

L. When calling for scheduled leave overtime TeleStaff, Battalion Chief or designee will leave a message with whoever answers the phone or on an answering machine. It will be the employee's responsibility to confirm receiving the information by contacting TeleStaff by 2100 hours. If TeleStaff is not contacted the vacancy will be added to the vacancy list for the next calling period.

M. Vacancies occurring during a shift will be filled using the unscheduled leave overtime procedure. Depending on what the operational needs are the vacancies that are anticipated to be four (4) hours or less and/or vacancies occurring after 2200 hours may not be filled.

N. Overtime to fill vacancies on a designated County holiday will be filled from the volunteer overtime list by selecting the employee with the most checks and greatest seniority. Non-shift personnel will not be eligible to work overtime on a County holiday or County designated holiday except for a recall.

O. Employee's who volunteered to work overtime and failed to contact TeleStaff will be assessed a penalty of one (1) checkmark and removal from the volunteer list for a period of one (1) week.

P. Exceptions:

1. On duty personnel unable to sign on to TeleStaff in the morning due to an alarm will have the assessed penalty removed.
2. Volunteers assessed a penalty while reporting for work will have the assessed penalty removed.

Q. Priority Hiring

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1. Priority hiring may be needed to maintain service levels and operational capabilities for specialized units and/or teams. Every attempt will be made to follow the first up procedure as closely as possible. Priority hiring will be done with the approval of the on shift Division Chief.

The maximum number of personnel allowed to be on the below types of Forecasted Leave at any one time will be twenty four (24). A maximum of 10 may be Lieutenants. The types of leave that are included in the ~~forecasted~~ leave limits include the following:

- Annual Leave
- Paid Time Off
- Personal Day (Birthday)
- Work Life Day
- Service Recognition Day
- Leave Earned Pursuant to the Employee Recognition Program

The types of leave exempt from the limits set forth in Article XVIII (18) Forecasted Leave Policy and Procedures are:

- Bereavement Leave
- Military Leave
- Jury Duty
- Workers Compensation Leave
- Medical Leave
- Sick Leave
- Maternity Leave
- Leave requested and approved under the auspices of the Family and Medical Leave Act
- Time off to Vote
- Witness Duty
- Other Paid Leaves

Members shall request leave, following current procedures for leave request, identifying the leave type and amount of leave.

Three alpha characters will be used to identify the type of leave and document whether the leave was scheduled or unscheduled.

	Scheduled Leave	Unscheduled Leave
Annual Leave	ALS	ALU
Sick Leave	SLS	SLU
Paid Time Off	PTO	PTU
PTO for Medical Reasons	MED	MEU
Personal Day (Birthday)	BDY	BDU
Work Life Day	WLD	WLU
Service Recognition Holiday	SRH	SRU
Military Leave	MIL	MIU
Jury Duty	JUR	JUU
Leave with Pay	LWP	LWU
Bereavement Leave	BER	

Bereavement Leave will always be considered Scheduled Leave.

When an employee submits a request for bereavement leave and the leave is approved the time will be deducted from the employee's bereavement leave account for immediate family as defined in current personnel policies. Time used in excess of eligible bereavement leave time or for family members not included in current personnel policies, but included in the following list, will be deducted from employee's **Sick Leave** account.

Aunt	Grandmother	Son
Brother	Guardian	Son-in-Law
Brother-in-Law	Half Brother	Stepbrother
Daughter	Half Sister	Stepdaughter
Daughter-in-Law	Husband	Stepfather
Father	Mother	Stepmother
Father-in-Law	Mother-in-Law	Stepsister
First Cousin	Nephew	Stepson
Foster Child	Niece	Uncle
Grandchild	Sister	Ward of Employee
Grandfather	Sister-in-Law	Wife

Usage of more than 4 unscheduled leave occurrences ~~will~~may affect a member's performance evaluation. Utilization of scheduled leave and ~~approved~~ time trade agreements will not ~~directly~~ affect member's performance evaluation.

More than four occurrences of unscheduled leave will require documentation verifying the reason for the fifth unscheduled leave occurrence.

~~Documentation will be required, for a three-month period, if member experiences more than six incidents, of unscheduled leave, within a 12-month period. An incident is anytime unscheduled leave is utilized.~~

~~Documentation will be required, for a three-month period, if member experiences more than six occasions of Medical Leave (MED, MEU) and/or Sick Leave (SLS, SLU), within a 12-month period. An occasion is when Medical Leave and/or Sick Leave are/is utilized for over 12 consecutive hours.~~

Documentation is required to prove eligibility for leave benefits to include Service Recognition Day, Bereavement Leave, Military Leave, Witness Duty, and Jury Duty.



## SEMINOLE COUNTY PROFESSIONAL FIRE FIGHTERS

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October 22<sup>nd</sup>, 2008

Joseph A. Forte (Deputy County Manager)  
County Managers Office  
Seminole County Government  
1101 East First Street  
Sanford, Florida 32771

Dear Mr. Forte

Please consider this letter as official notification that on this day, October 22<sup>nd</sup>, 2008, Seminole County Professional Firefighters Association, IAFF Local 3254, ("A" unit) has completed voting, and voted in favor of ratifying the proposed agreement with The Seminole County Board of County Commissioners.

We look forward to working with our Administration and Human Resources to coordinate and subsequently implement the various aspects of this agreement as well as continuing the process of developing future agreements.

Local 3254 would like to express our gratitude to you and your team for the manner in which this process was executed. As a result, we have been able to accomplish something rare in our collective history.

Sincerely,

Tim Grenz  
President  
IAFF Local 3254