



AGREEMENT

BETWEEN

THE CITY OF ST. PETE BEACH

AND

**THE INTERNATIONAL ASSOCIATION
OF
FIREFIGHTERS - LOCAL 4966**



OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019

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ARTICLE 1: PREAMBLE

1.1 Parties.

In accordance with the State of Florida Public Employee Collective Bargaining Statute, this Agreement is entered into by and between the City of St. Pete Beach, a municipality in the State of Florida, hereinafter called the "City", and the International Association of Fire Fighters, Local 4966, hereinafter referred to as the "Union". This Collective Bargaining Agreement is applicable for members as defined in Certificate Number 176 issued to the International Association of Fire Fighters, Local 4966, in accordance with the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended and clarified on September 29, 1986 and October 4, 2006.

1.2 Purpose.

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and the members, 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.

ARTICLE 2: RECOGNITION

2.1 **Recognition of Union.**

The City of St. Pete Beach hereby recognizes the International Association of Fire Fighters, Local 4966, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members in the bargaining unit.

2.2 **Bargaining Unit.**

The bargaining unit for which this recognition is accorded is defined in the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended and clarified on September 29, 1986 and October 4, 2006 comprised of all full time members within the City of St. Pete Beach Fire Department employed in the classifications of firefighters/EMT, firefighter/paramedics, fire inspectors, up to and including EMT and Paramedic lieutenants. All other members, in other ranks and positions, shall be excluded from this bargaining unit.

2.3 **Recognition by Union.**

The International Association of Fire Fighters, Local 4966, hereby recognizes the City of St. Pete Beach City Manager or his/her representative as the City's representative for the purpose of collective bargaining.

2.4 **Members.**

Whenever "Union" member is mentioned in this contract it shall mean a person that has taken the oath of Local 4966 and pays dues to the Local; otherwise "member" shall mean a member of the bargaining unit covered by this Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 General.

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The City retains the right, subject to the limitations specifically expressed in this contract, to establish and implement rules and procedures, in accordance with applicable laws, governmental regulations and the provisions of the City Personnel Manual including, but not limited to, the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies and/or departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the members of the City, including the establishment of work hours as provided in this Agreement.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain members in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action against members for just cause.
- H. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve members from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. To determine the number of members to be employed by the City.
- K. To establish, change or modify the number, types and grades of positions, and members assigned to an organization, unit, department or project.
- L. To establish, change, or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.
- M. To establish, implement and maintain an effective internal security practice.
- N. To promulgate, implement, delete, and enforce any rules concerning member practices or working conditions.

3.2 **Emergencies.**

If determined by the City Commission that a civil emergency condition exists, including, but not limited to, riots, civil disorders, hurricane or tornado conditions, epidemics, public employee strikes or other similar catastrophes, the City Manager may suspend PTO and other leaves of absence during the time of the declared emergency. All other provisions of the Agreement shall remain in effect, except processing of grievances may be delayed until the emergency condition ceases.

3.3 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.

ARTICLE 4: STRIKES AND PICKETING

4.1 Strikes Prohibited.

Members covered by this Agreement, the Union or its officers, agents and representatives, agree that Section 447.505, of the Florida Public Employees Collective Bargaining Statute prohibit them individually or collectively as public members from participating in a strike against the City of St. Pete Beach, the City, 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, and the provisions of the City's Personnel Manual.

4.2 Penalties.

Any member covered by this Agreement who participates in, is a party to or promotes any of the actions outlined in Section 4.1 shall be subject to disciplinary action up to and including discharge.

ARTICLE 5: NON-DISCRIMINATION

5.1 No Illegal Discrimination.

Neither the City, the Union, nor its members shall unlawfully discriminate against any employee with regard to Union membership or activities or on the basis of age, race, color, sex, religion or national origin or disability.

5.2 Probationary Employees.

All new members on probationary status shall be eligible for membership in the Union.

5.3 Non-Union Members.

Nothing in this Article is intended to waive the Union's right to decline representation of a nonunion member in the processing of a grievance in accordance with applicable law.

ARTICLE 6: ABSENCE FROM DUTY FOR UNION BUSINESS

6.1 Definitions.

For the purpose of this Article, Union Officials shall be defined as the President, Vice President, Secretary, and Treasurer or their Designee of the International Association of Fire Fighters, Local 4966.

6.2 Union Business.

- A. Up to one (1) employee Union official as defined in Section 6.1 above shall be granted up to three (3) consecutive shifts or days for forty (40) hour employees without pay to attend off-duty IAFF conferences and business provided the employee (1) requests such leave not less than seventy-two hours (72) in advance, and (2) receives permission from the Chief. In situations that could not be foreseen by the employee, the Chief may waive or lessen the request requirement.
- B. The Union steward on the shift shall be allowed to investigate a matter which could rise to the level of a contractual grievance during down time without loss of pay so long as it does not interfere with operations or the work of other on-duty employees, provided this privilege may be withdrawn by the Chief in the event it is abused.
- C. Off-duty Union stewards shall be permitted access to the station during down time to conduct Union business so long as the Chief determines it does not adversely affect operations or interfere with the work of on-duty employees.
- D. Up to three (3) employees will be relieved from duty without loss of pay to engage in collective bargaining negotiations with the City Manager's negotiating team, provided there is no overtime cost to the City to fulfill the Departmental manning requirements.
- E. Approved leaves under this section may be cancelled by the Chief in case of a civil emergency or to ensure proper manning as necessary to ensure public safety and fulfillment of the Departmental mission.

6.3 Other Union Business.

The Chief may agree that activities of Union officials other than as provided in Article 9, will not result in a loss of pay if he determines the absence from duty will not affect efficient operations.

6.4 Union Pool and Trade Time.

- A. Union members shall contribute six (6) hours annually of PTO leave towards a pool of time which may be drawn upon at the discretion of the Union. Donations of PTO leave to this pool must be in increments of six (6) hours and processed in writing upon Union forms. Transfers shall be made upon notification to Administrative Services by the Union. The Union will notify the Chief, or his designee, as to disbursement of Union pool time.
- B. Pool time may be disbursed by the Union for the following reasons:
 - 1. Any unpaid activity covered by Section 6.2 above or under Article 9.
 - 2. Approved unpaid absences due to the employee's membership on a pension board for a retirement plan sponsored by the City.
 - 3. Any other off-duty, non-paid activity directly related to the representation of City employees in the bargaining unit covered by this Agreement.
- C. The Union shall provide the City with an accounting of pool time on or before October 15 of each year.

ARTICLE 7: CHECKOFF

7.1 Written Authorization.

Members covered by this Agreement may authorize the City, in writing, to deduct Union dues from their pay and six (6) hours of PTO. Said authorization shall be on a form that meets the requirements of law which shall be supplied by the Union.

7.2 Continuation.

Members participating in the dues payroll deduction program may continue to do so as long as the Union remains the certified bargaining agent for the members.

7.3 Amount.

The Union shall certify in writing to the City any change in Union dues to be deducted from the wages of members who have authorized such deductions. This request by the Union shall be submitted at least one (1) month in advance of the effective date of any changes.

7.4 Remittance of Dues.

Union dues shall be deducted by the City every pay period [twenty-six (26) times annually] and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) calendar days thereafter.

7.5 Hold Harmless.

The Union shall indemnify, defend, and hold the City 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 City on account of the payroll deductions. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

7.6 Revocation.

The member will provide both the City and the Union with a thirty (30) day notice prior to any and all Union dues revocation. The payroll deduction shall be revocable by the member notifying the City and the IAFF in writing.

ARTICLE 8: REPRESENTATION

8.1 Stewards.

There may be one (1) Union steward for each fire station for each shift.

8.2 Solicitation by Union.

Solicitation of membership and the collection of Union money shall not be engaged in during duty hours.

8.3 Solicitation for Charities.

Solicitation for recognized charitable organizations may be conducted during duty hours with prior written approval of the City.

8.4 Use of Department Meeting Room.

Requests for use of the Fire Department meeting room shall be made in writing to the Fire Chief at least twenty-four (24) hours prior to the requested meeting date.

8.5 Copies.

A copy of a special order, general order, training order, SOP or City PRR, affecting union members, shall be made available to the Union.

ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE

9.1 General.

- A. The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City and employee, or group of members, involving the interpretation or application of this Agreement, including disciplinary action. If the dispute involves the interpretation or application of this Agreement, an employee shall have the option of utilizing the grievance procedures contained in the PRR or the grievance procedure established under this Article. In no case shall the employee use both procedures.
- B. A grievance is defined as a claim of a misinterpretation, misapplication or violation of the specific terms of this Agreement.
- C. A grievance may be submitted under this procedure by one (1) or more aggrieved members or by the Union as a general or class grievance when the matter being grieved involves issues common to more than one (1) employee. A Union general grievance shall be initially submitted at Step Two to the Chief within ten (10) calendar days of the occurrence of the matter from which the grievance arose.
- D. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by the City or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the City at each step shall entitle the employee or Union to advance the grievance to the next step. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the City from orally discussing and resolving the grievance.
- F. A grievant may be accompanied by a Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.
- G. Time spent by members and Union representatives in processing grievances on City property through Step 3 while on duty, shall not result in a loss of wages or benefits, provided they shall conduct themselves at all times so as to not interfere with their work, the work of other members or the operations of the Department, and they shall obtain permission from their immediate supervisor when they are going to be away from their work station for more than ten (10) minutes.
- H. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Chief or City Manager.

9.2 Grievance Procedure.

- A. Step One - The aggrieved employee, with or without representation, or the Union shall submit a written grievance to his immediate supervisor within ten (10) calendar days after the occurrence of the matter from which the grievance arose. The written grievance at this step, and all steps hereafter, shall contain the following information:
 - 1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.

2. The article (and section as appropriate) of this Agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.
4. The signature of the aggrieved employee, or the Union representative in case of class grievances.
5. The date submitted.

The immediate supervisor shall meet with the grievant within seven (7) calendar days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within seven (7) calendar days after the meeting, the immediate supervisor shall give his answer in writing to the grievant.

- B. Step Two - If the grievance is not resolved at Step One, the aggrieved employee may submit a written appeal to the Chief within seven (7) calendar days after receipt of the immediate supervisor's written answer.

Within seven (7) calendar days after receipt of the written appeal, the Chief will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within seven (7) calendar days after this meeting, the Chief shall give his written decision to the grievant.

- C. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee may submit a written appeal to the City Manager within seven (7) calendar days after the Chief's, or his designee's, written answer. The City Manager shall meet with the aggrieved employee, and/or the Union representative, and the Chief within seven (7) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) calendar days after this meeting, the City Manager shall give his written answer to the grievant and/or the Union representative.

Verbal warnings and written warnings are subject to the grievance procedure only through Step Three, City Manager, and not subject to arbitration.

9.3 Arbitration Referral.

- A. If the grievance is not resolved at Step Three, the Union may, within fourteen (14) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager. Employees shall not be entitled to arbitrate grievances unless the Union refuses to arbitrate an employee's grievance solely because the employee is not a Union member in which event the employee shall be entitled to arbitrate under the same conditions and financial obligations as the Union.
- B. The parties agree, within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Union. All arbitrators must reside in Florida or agree to charge travel expenses as if they resided in Tampa, Florida. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.
- C. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance under Section 9.2(A)

- D. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the City.
- E. The arbitrator's fee and expenses and the fees for the appearance of the court reporter along with the costs associated with the arbitrator's copy of the transcript (if requested) shall be borne equally by the parties to the arbitration.
- F. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- G. The arbitrator shall be requested to render his decision as quickly as possible.
- H. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- I. Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event not later than fifteen (15) calendar days after receipt of the arbitrator's decision, unless either party appeals.

9.4 Limitations.

Claims of a violation of any law, including those referred to in Articles 5, 13 and Section 10.1 shall be subject to the grievance procedure but shall not be subject to arbitration without the written consent of both the Union and the City.

ARTICLE 10: MEMBER RIGHTS

10.1 **Firefighter Bill of Rights.**

The City shall comply with "The Firefighters Bill of Rights".

10.2 **Resignation.**

A member under investigation shall not be told that if he does not resign from the department criminal charges will be brought against him.

10.3 **Discipline.**

No member shall be disciplined or discharged without just cause.

10.4 **Inspection and Copying.**

All members shall have the right to inspect and make copies of their personnel records.

10.5 **Adverse Action.**

No adverse action shall be taken against a member because he exercises rights provided in this Article.

10.6 **Relieved From Duty.**

Employees relieved from duty for alleged violations of the law and/or departmental and/or personnel rules and regulations shall remain on full salary and allowances until the pre-disciplinary hearing is concluded so long as the employee and his representative are available within five (5) calendar days of notice of the possible disciplinary action but may thereafter be placed on leave without pay until the Chief makes his final decision as to what disciplinary action, if any, is to be taken.

ARTICLE 11: BULLETIN BOARDS AND CITY E-MAIL

11.1 Location and Size.

At each fire station a Union bulletin board may be erected and maintained by Union Officials. The bulletin boards shall not exceed eight (8) square feet in area and shall be rectangular. Each bulletin board shall be located in the lounge area. The bulletins may be used only for posting:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of elections.
- C. Notices of Union appointments and other official business.
- D. Notices of Union meetings.

In addition, IAFF members who have access to City computers may receive e-mail copies of Union business posted on the assigned bulletin board.

11.2 Signing.

All notices posted shall be signed by a Union Official as defined in Article 6.1 of this Agreement.

11.3 Filing with Chief.

Duplicate copies of all notices posted and e-mails sent shall be submitted to the Fire Chief for his/her file. Any material found on the Union bulletin boards not on file with the Fire Chief or not signed by a member of the Union executive board shall be removed by any Fire Department officer.

11.4 Condition and Costs.

All costs incident to preparing and posting Union notices and maintaining Union bulletin boards will be borne by the Union. The Union is responsible for maintaining the Union bulletin boards in an orderly condition.

ARTICLE 12: BEREAVEMENT LEAVE

12.1 Paid Leave.

Members covered by this Agreement shall be granted, upon approval of the City, up to twenty-four (24) consecutive work hours off with pay at the straight time rate in the event of a death in the member's immediate family for attendance at the funeral. For out-of-state funerals, the member will be granted additional leave with pay for attendance at the funeral for up to a maximum of twenty-four (24) hours.

Members who work a forty (40) hour week will be entitled to up to twenty-four (24) hours with pay if the funeral is in the State of Florida and up to forty (40) hours with pay if the funeral is out-of-state.

12.2 Member's Immediate Family.

For the purpose of this Article, the member's immediate family shall be defined as spouse, domestic partner, children, parent, brother, sister, in-laws (father, mother, brother, sister, son or daughter only), any relative living in the same household, stepparent, stepchild, step brother or sister, grandmother, grandfather, grandchild, and legal guardian.

12.3 Charging.

Bereavement leave shall not be charged to PTO, except as specifically provided in Section 12.4.

12.4 Additional Time.

Should a member require time in addition to that provided in Section 12.1 of this Article, the member may request additional time from the Fire Chief, or his/her designee. Upon approval by the Chief, any additional time used shall be charged to PTO, provided the member has accrued sufficient time, otherwise the member shall be considered in a leave without pay status.

12.5 Requirements for Pay.

If requested, the member shall provide the Fire Chief with proof of death in his/her immediate family and that he attended the funeral or matters associated with the death before compensation is approved.

ARTICLE 13: MILITARY LEAVE

A military leave of absence will be provided to members who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. In order to be eligible for military leave, advance notice of the need for leave and a copy of the military orders is required, unless military service necessity prevents such notice or it is otherwise impossible.

ARTICLE 14: COURT ATTENDANCE AND DEPOSITIONS

14.1 Witness Leave for the City.

Subject to Article 9, members who appear as witnesses on behalf of the City or who are subpoenaed as a witness in a matter which involves City business in which the City is not a party in any judicial or administrative proceeding, including deposition, or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time.

14.2 Other Court-Related Leave.

- A. Subject to 14.1 above, those members who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay unless they request and are approved for PTO or personal days under Article 16.
- B. Unless they are parties in the action, members subpoenaed by the Florida State Attorney's Office as witnesses for the State shall receive their normal pay less any witness fees received from the State under the same conditions as applied to jury duty under Section 14.3(A)-(D).

14.3 Jury Leave.

For members called to jury duty, the City shall make up the difference between a regular full-time member's pay for his normal schedule provided the member:

- A. Advises the Chief no later than three (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- B. Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled work day or shift unless he gets permission from the Chief, or his designee, not to return.
- C. Provides the City with a copy of his check for jury pay.
- D. A member who attends court or serves jury duty under the conditions described in paragraph 14.1 above while on vacation leave shall be allowed to reinstate PTO hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

14.4 Return to Work.

Members who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released.

14.5 Reporting.

A member subpoenaed to attend court, give a deposition, attend any administrative hearing, or serve jury duty shall promptly notify his immediate supervisor so that arrangements can be made for his absence.

ARTICLE 15: PAID TIME OFF (PTO)

15.1 Definition.

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, injury, and personal leave programs. It does not apply to Jury Duty or bereavement leave. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason, however subject to the requirements and restrictions set forth below.

15.2 Eligibility.

All full-time employees will be eligible to accrue PTO time. No other employees, including Part-time employees shall accrue PTO.

15.3 Usage of PTO Leave.

PTO leave may be used for the following purposes (subject to 15.5 below):

- A. Approved Vacation.
- B. Bona fide sickness or injury.
- C. Absence for any number of personal reasons, such as:
 - 1. Medical and dental appointments and treatment which is necessary during working hours.
 - 2. Absences for personal business which cannot be conducted during off duty hours.
 - 3. Holidays other than those observed by the City as official holidays.
 - 4. Maternity/paternity leave.
 - 5. Caring for immediate family members who are ill.
 - 6. Any other approved absence.
- D. To supplement FMLA leave, or a Workers' Compensation absence, only to the extent necessary to make up the difference in all compensation received from any source and the employee's straight time weekly earnings or salary whichever applies.

15.4 Accrual.

- A. Commencing the first payroll following ratification of this Agreement, full-time employees shall accrue PTO leave each payroll as provided in 15.4(C) below:
- B. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

C. Accrual Rates.

<u>Completed Continuous Months of Service</u>	<u>Bi-weekly Accrual</u>	<u>Annual Accrual</u>	<u>Max Accrual End of FY</u>
0 to 59 months	7.385 hours	192 hours	360 hours
60 to 119 months	9.692 hours	252 hours	420 hours
120 + months	12.000 hours	312 hours	480 hours

15.5 Approval.

- A. In order to ensure effective operational scheduling, PTO time should be requested as far in advance as possible, but in no event less than one (1) work day before the leave is to commence unless the failure to make a timely request is determined by the employee's department director to be for reasons beyond the control of the employee if it does not cause overtime. Scheduled PTO may be taken with less advance notice if available slots remain.
- B. In the case of unforeseen sickness or injury of the employee or an immediate family member, the employee must advise his/her supervisor or Department Director as soon as possible, but not later than one hour before the employee's scheduled reporting time unless prohibited from doing so for reasons determined by management to be beyond the control of the employee.
- C. When a leave is for FMLA or an absence resulting in three (3) consecutive days, or two consecutive shifts for Fire Department personnel due to sickness or injury, the employee must provide a medical return to work approval from a medical doctor or other health care professional acceptable to management to return to work.
- D. Approval may be withdrawn to meet manning requirements or operational needs.

15.6 Charging Time.

PTO time will be charged for the time the employee is away from work in increments of not less than one (1) hour, except in the case of an excused absence under Section 15.5(B) or FMLA under Section 15.5(C). The minimum shall be one half (1/2) hour.

15.7 Unused PTO Time.

Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 360 hours (for employees with less than 5 years of service), 420 hours (for employees with more than 5 years but less than 10 years) and 480 hours (for employees with more than 10 years of service). Hours in excess of these maximums at the end of the fiscal year will be forfeited.

15.8 Payment of Unused PTO.

- A. Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 240 hours (for employees with less than 5 years of service), 300 hours (for employees with

more than 5 years but less than 10 years), and 360 hours (for employees with more than 10 years of service).

- B. Should an employee die while in service, any balance of unused PTO hours to a maximum of 224 hours (for employees with less than 5 years of service) 280 hours (for employees with more than 5 years but less than 10 years), and 336 hours (for employees with more than 10 years of service) will be paid to the designated beneficiary listed on the form for his/her employee's City life insurance.
- C. Payment shall be at the employee's base hourly rate at time of employment termination.
- D. An employee terminated for any of the following reasons shall not be entitled to be paid unused PTO hours at the time of severance:
 - 1. Use of official position for personal advantage.
 - 2. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, Workers' Compensation, or any other benefit.
 - 3. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
 - 4. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, or City property, while operating or riding in or on City equipment. Police Officers transporting controlled substances or alcohol as evidence are excluded from this provision.
 - 5. Stealing from the City.
 - 6. Intentionally causing the City to be found in violation of Federal or State law.

15.9 Unused Sick Leave Balance.

- A. Upon implementation of this policy, sick leave balances as of the date of ratification of this agreement will be retained and only be available for use in a "catastrophic" situation. Catastrophic is defined as any illness lasting longer than seven (7) consecutive working days, or three (3) consecutive shifts for fire personnel. To receive payment, the employee will be required to submit forms the City requires to be completed and a medical excuse acceptable to the City.

Upon separation of employment, or death while in service, the hours remaining in the employee's sick leave bank will be paid out at the employee's then current hourly rate based on the formula set forth below in subsection B below, provided there shall be no pay out if:

- 1. An employee who resigns and does not give at least fourteen (14) calendar days written notice of the intention to resign; or

2. An employee terminated for a reason listed in 15.8 (d) above

B.

Years of Service	% of Sick Leave Payment
0-9 years	0%
10-14 years	30%
15-19 years	40%
20 + years	50%

C. Sick Leave Payment at Death

In the event of the employee’s death, the amount of Unused Sick Leave Balance to which the employee would be entitled to in 15.9(B) above will be paid to the designated beneficiary listed on the form for his/her City life insurance.

15.10 Catastrophic Illness Leave.

There shall be a catastrophic sick leave bank (CSLB) into which and from which participating members are eligible to draw in the case of catastrophic illness or injury once they have exhausted all accumulated sick leave as follows:

- A. The parties will continue to jointly administer the CSLB according to the following guidelines:
 1. Participation shall be established by fifty-six (56) hour members contributing twenty-four (24) hours and forty (40) hour members contributing eight (8) hours of their PTO to the CSLB.
 2. Participants must have been continuously employed as a member for one (1) year. Fifty-six (56) hour members must have at least ninety-six (96) hours of accumulated PTO and forty (40) hour members must have 36 hours of accumulated PTO. Participants must have authorized the City in writing to transfer their contribution and such authorization shall remain effective until withdrawn by written notice to the City Administrative Services Director and the Union.
 3. The City will transfer the contributions to the CSLB.
 4. Hours contributed become property of the CSLB and cannot be refunded.
- B. A Committee of three (3) members of the bargaining unit appointed by the elected officials of Local 4966, IAFF, shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the Committee, which shall have final authority.
 1. The Committee shall notify the Human Resources Administrator when a member applies and is accepted to participate in the CSLB.

- C. Participants may withdraw from the bank according to the following procedures:
1. The participant must produce a physician's certification stating they suffer from a personal debilitating illness or injury and has used all unused sick leave balance. The City reserves the right to require a second physician's opinion.
 2. Maximum withdrawal(s) for any one (1) illness, injury or complications arising thereof, shall be eight hundred and six (806) hours. The maximum withdrawal(s) may be increased by mutual agreement between the City and the Union. Withdrawals shall be granted in increments of sixty-seven point two (67.2) hours.
 3. Allocations shall be determined by the Committee upon written applications accompanied by a doctor's certificate of incapacity to return to work.
 4. Hours used from the bank may not result in double compensation when combined with other benefits such as Workers' Compensation.
 5. The Committee shall develop such additional rules, restrictions and procedures as necessary to efficiently administer the program and prevent abuse.
 6. Subject to the provisions of this Article, the City shall disburse withdrawals approved in writing by the Committee at the participant's regular straight time rate of pay.
 7. Participants shall accrue all benefits while in CSLB.
- D. There shall be no contribution to the CSLB which shall cause the CSLB to exceed three thousand five hundred (3,500) hours, provided employees not in the CSLB can make the minimum contribution as provided in Section 15.10(A)(1) in order to become members of the CSLB.
- E. Progression of Leave Benefits.

In the event an employee is unable to work due to a non-job related injury or illness, the employee will utilize leave in the following order:

First: The first two consecutive 24 hour shifts following the off-duty injury/illness, the employee shall receive full base pay utilizing accumulated PTO.

Second: From the third consecutive shift following the off-duty injury-illness through the completion of the twenty-fourth (24th) week following the injury/illness, the employee shall receive sixty percent (60%) of pre-injury base pay as a taxable benefit as provided by CSLB and supplemental leave benefits necessary to bring total compensation including CSLB up to one hundred percent (100%) of per injury/illness base pay levels, using leave in the following order:

1. Any hours remaining in the employee's accumulated unused sick leave bank must be exhausted prior entering catastrophic leave, then
2. Any PTO hours the employee has remaining may be used to supplement the employees pay to one hundred percent (100%) of pre injury/illness levels through the end of the CSLB period.

ARTICLE 16: HOLIDAYS

16.1. Holidays.

Holidays recognized by the City under the PRR are normal workdays for employees on a Section 7(k) schedule.

Forty (40) hour employees shall be granted those City recognized holidays as listed in the PRR.

16.2. Personal Leave Day.

Employees on a Section 7(k) schedule will be entitled to two (2) paid Personal Leave Day each FY, provided, they have been employed six (6) consecutive months. The Personal Leave Day shall be treated procedurally in the same manner as PTO requests (they must be in writing and approved by the City). Should the member not be able to take the Personal Leave Day during the contractual year because of scheduling by the City, they will be paid twenty-four (24) hours pay at their straight time rate, at the end of the contract year, otherwise Personal Leave Days not taken by the end of the FY shall be lost.

Forty hour members will be entitled to two (2) paid Personal Leave Days each FY, provided, they have been employed six (6) consecutive months. The personal day shall be taken as a full day and requested in writing on the proper leave form prior to the chosen day. The personal leave day shall be treated as a holiday and therefore is not subject to accrual. The day will be used in the fiscal year, unless departmental management denies the request due to scheduling problems. In this event, the employee shall be compensated for the personal day (at their straight time rate) to which the employee was entitled but not able to use prior to the end of the fiscal year.

16.3. Special Holidays.

- A. Members covered by this Labor Agreement shall also enjoy all special holidays that are observed by the Employer during the term of this Agreement. Special Holidays are defined as non-regularly scheduled holidays established through City Commission action to commemorate a special event or occasion not regularly provided in other Employer documents.
- B. Any special holidays granted per Section 16.3 shall be compensated monetarily for fifty-six (56) hour work week employees at twelve (12) hours regular pay.

ARTICLE 17: GENERAL LEAVE WITHOUT PAY

17.1. Leave of Absence Without Pay Except FMLA Leave.

For leaves without pay, except FMLA leave, or as otherwise provided in this Agreement, the following shall apply:

- A. A regular full-time employee may be granted leave of absence without pay for a period not to exceed one (1) year (inclusive of FMLA leave) for sickness, disability or other reasons considered by the City to be in its best interest. Such leave shall require the prior approval of the Chief and the City Manager.
- B. If for any reason the leave of absence without pay is granted, such leave may subsequently be withdrawn and the employee recalled to service if determined to be operationally necessary by the City.
- C. All members on leave of absence without pay are subject to these rules.
 - 1. Subject to applicable law, leave without pay shall be granted only when the City determines it will not adversely affect the interests of the City.
 - 2. Failure of a member to return to work upon expiration of approved leave shall result in termination from the City, absent any unforeseen circumstances as determined by the City Manager.
 - 3. A member granted a leave of absence without pay, and who wishes to return before the leave period has expired, must make a request to return early to the Chief as soon as possible to discuss the possible return to work.
 - 4. No PTO leave, or holiday pay will be accrued or earned by a member for the time that the member is on leave without pay.
 - 5. A member, who obtains employment elsewhere, while on authorized leave of absence without pay, will be terminated by the City unless approval has been obtained in advance from the Chief and City Manager.
- D. A member returning from a leave of absence without pay shall be entitled to employment in the same department and position as when the leave began, providing an opening exists. If no vacancies exist, the member may be offered a lesser position for which he is considered by the City to be qualified. If no such vacancies exist at the time, the member may be terminated or the leave extended at the option of the City.

17.2. Effect of Leaves on Insurance Coverage.

- A. Compensable Leave. The City shall continue the employee's group life and hospitalization insurance during compensable leave of absence provided the employee pays his share of the premium.
- B. Workers' Compensation. The City shall continue the employee's group life, dental and hospitalization insurance during an unpaid leave of absence due to a valid Workers' Compensation injury or illness, provided the employee pays his share of the premium, if applicable. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for all premiums paid in his behalf during the injury. Failure to repay the City such premium upon demand or under terms agreeable to the City will result in termination of employment, and loss of

accumulated PTO, sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect the premiums by any means allowed by law.

- C. Other Non-Compensable Leave. If an employee is on an unpaid leave of any type other than FMLA leave, he shall be responsible to pay the full premium for group life and hospitalization insurance beginning the month in which the leave began. The employee shall be entitled to continue coverage for the period of the leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.

ARTICLE 18: GENERAL PROVISIONS

18.1. Residency.

Members covered by this Agreement may reside wherever they wish provided it does not adversely affect their ability to report to work as scheduled and on time.

18.2. Prevailing Rights.

- A. Members covered by this Agreement are entitled to the benefits and rights of and subject to the responsibilities of the Personnel Manual of the City, which are not covered in this Agreement. Disputes under the PRR, except for disciplinary matters, shall be resolved under Section 13 of the PRR and not under Article 9 of this Agreement. If any conflicts occur between this Agreement and the City PRR, this Agreement shall take precedence. All rights, privileges and working conditions enjoyed by the members at the present time, which are not included or addressed in this Agreement shall be presumed to be reasonable and proper and shall not be changed arbitrarily or capriciously which shall mean without any reasonable business or operational reason.
- B. The City has the right to adopt and to change General Orders and Departmental Regulations, which are not in violation of any specific provision of this Agreement, and to enforce same. At the time of drafting of General Orders or amendments to General Orders, written input shall be requested from the Union and any input given by the Union shall remain as an attachment to the proposed General Order until adoption by the City.
- C. Members shall be furnished with a copy of any written reprimand, which they shall be required to sign. Signature of the reprimand shall serve as acknowledgment of receipt only and shall not constitute acceptance of the disciplinary action.
- D. The Union shall be allowed consultation privileges in the establishment of criteria upon which merit increases and bonus awards are granted.
- E. At the City's option, members covered by this Collective Bargaining Agreement shall be entitled to enjoy the benefits resulting from participation in special member programs that are observed by the City during the term of this Agreement. Special member participation programs shall be defined as infrequent or sporadic public service activities, for example: donations of blood to blood banks, nonprofit fund raising affairs, etc.

18.3. Appendices and Amendments.

No appendices and/or amendments can be made to this Agreement unless they are lettered, dated and signed by the Union and the City and properly ratified.

18.4. Printing of Agreement.

The Employer will make available an electronic copy of this Agreement for all members of the bargaining unit through the Employer's website and internal electronic files.

18.5. Workers' Compensation.

- A. The City will supplement Workers' Compensation for up to three (3) months at the employee's regular straight time rate of pay. This supplement is limited to the number of hours of the employee's regular schedule. After three (3) months, the employee may use accumulated but unused PTO, vacation and sick leave from the frozen banks leave to supplement Workers' Compensation subject to the limitations set forth in this Agreement.

- B. Injury or compensable illness shall be determined to have been incurred while on duty with the City only if such injury is a compensable injury under Florida's Workers' Compensation Law.
- C. Length of disability shall be determined by the City's physician in accordance with the Workers' Compensation Law.
- D. PTO accrual shall continue for a maximum of twelve (12) months for members who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness unless placed on leave without pay status.
- E. If the member's claim is later determined by law to be invalid, the member shall reimburse the City for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued PTO leave used to supplement Workers' Compensation. Failure to repay the City upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated PTO leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect by any means allowed by law.

18.6. Light Duty.

- A. If a member is released by a physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Light duty is not guaranteed and the City shall not be required to create a position or work to accommodate a light duty request. If there is a position vacant at the time of the light duty request, for which the member is qualified and meets the requirements outlined by the member's physician, the member may be temporarily placed in that position. Refusal to accept a light-duty assignment by the City Manager, or his designee, which the member is capable of performing in accordance with applicable law will result in termination of employment.
- B. The member will be paid his normal hourly rate for light duty work; provided; members on a Section 7(k) schedule in the Fire Department who are assigned light duty on another schedule shall have their normal hourly rate multiplied by 1.40.
- C. No sick leave will be charged for those hours worked while on light duty.

18.7. Maternity Leave.

- A. Maternity leave is a period of approved absence for incapacitation related to pregnancy and follows the specified rules outlined in the Family/Medical Leave Act.
- B. The time when a pregnant woman should leave or return to work will be determined on an individual basis and will depend on the physical condition of the particular employee and the nature of the employee's job.
 - 1. An employee will be permitted to continue to work as long as the conditions of the pregnancy do not adversely impair the employee's work performance or health. The judgment of the Department Director and the City Manager concerning the beginning of maternity leave shall be based on the written medical opinion of the employee's physician, the nature of the job and/or the employee's ability to perform essential tasks.
 - 2. The date an employee shall return to work following maternity leave may be based on a medical statement from a certified physician stating that the employee is able to perform the essential tasks of the employee's position. It shall be the responsibility of the employee to obtain and submit the physician's medical statement.

18.8. Uniforms.

All uniforms, shorts, T-shirts, Job shirts, safety shoes, hats, and protective clothing and devices (i.e., helmets, face protection, etc.) required by the City to be worn on duty by members covered by this Agreement shall continue to be furnished without cost to the members by the City, with the exception of IRS taxing requirements. However, if the member loses or abuses any of the furnished clothing or equipment, the costs for replacement of such shall be borne by the member.

18.9. Indemnification.

To the extent allowed by applicable law, the City shall provide a defense in all suits against members covered by this Agreement and protect said members from any liability as long as they are acting within the scope and authority of their employment.

18.10. Damaged Personal Property.

- A. Prescription eyeglasses, contact lenses, hearing aids, and watches of members that are lost, damaged or destroyed in the line of duty, except through member negligence, shall be replaced or repaired at the City's expense subject to the following restrictions. The City shall not be held responsible for any other personal property, which is lost, damaged or destroyed in the line of duty.
1. The maximum reimbursement for prescription eyeglasses, contact lenses and hearing aids shall be the cost of replacing the precise item with one of equal quality or two hundred fifty dollars (\$250.00), whichever is less.
 2. The maximum reimbursement for watches shall be the cost of replacing the item with one of equal quality or one hundred fifty dollars (\$150.00), whichever is less.
 3. Requests for reimbursement for the lost or damaged personal property shall be made in writing to the member's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
 4. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
 5. Reimbursement for lost or damaged personal property must be approved by the City.

18.11. Outside Employment.

- A. Members will not engage in outside employment which may in any way hinder the proper performance of their public employment duties or impair the efficiency of the Fire Department as determined by the City.
- B. No member shall engage in outside employment with, render services for, any person or business transacting business with any agency or department of the City without approval of the Chief.
- C. Members who engage in secondary employment shall do so only with approval of the Chief and the understanding and acceptance that their primary duty obligation and responsibilities are to the City. Members who engage in secondary employment will provide a source of telephone communications with the place of off-duty employment, and such information shall be kept current at all times.
- D. All members are subject to call at any time for emergencies for mandatory overtime duty, and no secondary employment may interfere with this obligation. Members may be subject to disciplinary

action under this section if they fail to report for emergency or overtime duty after being ordered to do so.

- E. The City may require proof of Workers' Compensation coverage by the outside employer when the employee works for an employer other than himself. A member shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.
- F. Members may not work at outside employment while on an unpaid leave of absence from the City, except with the authorization of the Chief.
- G. Members who are injured while working another job or jobs are required to notify the Chief, or his designee, immediately.

18.12. Letters of Recommendation.

- A. The members and/or the Union shall not make comments to prospective employers of members who have retired from or otherwise terminated employment with the City. All communication with prospective employers about former employees shall be by City Manager, or his designee.
- B. The City agrees that a member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.

18.13. Ordinances.

The City shall notify the Union of any ordinance to be enacted by the City prior to its adoption if such ordinance may affect the working conditions, benefits or retirement of the members.

18.14. Group Insurance and Carousel Benefit Program.

A. Group Insurance

- 1. Health Insurance. The Employer shall provide health insurance selected by the Employer to include dependent coverage at the option of the employee. In the event that more than one (1) plan is offered, the Employer shall pay the individual premium cost for the lowest plan offered.
- 2. Dependent Coverage. The employee shall have the choice of plans offered by the Employer and shall be responsible for the premium cost for dependent coverage not paid by the Employer.
- 3. Life Insurance. The Employer will provide life insurance coverage for employees in the amount of one times the employee's annual base salary. This coverage will be in addition to any life insurance required by state law, if any, for a particular classification or group of employees.
- 4. Retirees. Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Plan for himself and his dependents at his own cost under conditions acceptable to the City as to payment, subject to the terms of the Plan and applicable law.

B. Carousel Benefits Program

1. A member may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the member is covered by another health plan.
2. A member wishing to opt out of the City Group Medical Insurance Plan shall complete the forms and supply proof of other coverage with the Personnel Office.
3. If approved by the City, the member will be paid the same as other City employees who opt out in lieu of Group Medical Insurance coverage for those weeks he would have been covered by the City plan but for his opt out.
4. The member may utilize the amount received as he wishes, including participating in voluntary benefit plans offered by the City.
5. It is the obligation of the member to advise the City in writing immediately in the event the member no longer has other Group Medical Insurance or the plan on which the City allowing the opt out has changed.
6. The City reserves the right to withdraw its approval of a member's opt out at any time for failure to provide satisfactory proof of alternative coverage, and to change benefit options available to all City members.

18.15. Educational Reimbursement Program.

Section 25 – Educational Incentives and Benefits – of the City PRR is attached hereto and incorporated herein as a part of Appendix III.

18.16. Travel Pay.

When a member is ordered to report to another station after reporting to the member's regular duty station and the member used his/her personal vehicle to travel to the other station, the member shall be paid mileage in accordance with GSA standards for personal vehicle use for the actual miles traveled from the regularly assigned duty station to alternate duty station. Payment shall be made from petty cash or by check at the City's option.

18.17. Drugs and Alcohol.

- A. PRR Section 24 is attached hereto and made a part hereof as part of Appendix II.
- B. A member shall have the right to have a Union representative present at any meeting with management involving his possible violation of this Section 18.17 provided that no undue delay is caused.

18.18. Smoking and Use of Tobacco Products.

- A. The City agrees to hire only members who do not smoke or use tobacco products on or off duty.
- B. Smoking or using any tobacco product, on or off duty shall be grounds for immediate dismissal.
- C. Other than provided above, PRR Section 26.01 shall apply to members.

18.19. Section 457 Plan.

Employees of the City shall be afforded the option of participating in an IRS qualified retirement program governed by the Internal Revenue Code 457 offered to other City employees, which shall include the IAFF Financial Corporation 457 Plan, provided it is and remains IRS qualified. Employees will be entitled to transfer 457 Plan assets to the plan of choice without penalty by the City. Any additional cost of this IAFF 457 Plan over and above the cost of the current plans shall be borne by the Union. Unless otherwise provided by applicable law, the City shall have no obligation under this IAFF 457 Plan other than to make employee contributions to the Plan from the employee's City earnings as allowed by law and as directed in writing by the employee.

ARTICLE 19: INOCULATION

The City agrees to pay reasonable expenses for inoculation or immunization shots for members and the member's immediate family residing in the member's household when such becomes necessary as a result of said member's exposure to contagious diseases in the line of duty. The member shall make all reasonable efforts to have this service performed at no cost by the County Health Department or other agency.

ARTICLE 20: SAFETY

20.1 Safety Committee.

A joint Safety Committee consisting of six (6) representatives from the Local 4966 (two (2) members from each shift) and designees from the Fire Chief. The Committee will make recommendations to the Fire Chief on both health and safety issues. The Committee will meet as often as needed to discuss issues for recommendation on how to maintain a safe and healthy work environment.

20.2 Recommendations.

The City shall make reasonable efforts to provide and maintain safe working conditions. To this end, the Union shall cooperate and encourage the members to work in a safe manner. The City shall receive and consider written recommendations with respect to safety matters from any member, the Safety Committee or the Union collectively and respond in writing within thirty (30) working days.

20.3 Equipment and Devices.

The City shall provide proper and necessary safety equipment and devices are deemed necessary by the City. Such equipment and devices, where provided, shall be used. Failure by members to utilize provided equipment or devices shall be subject to disciplinary measures.

20.4 Return of Uniforms and Equipment.

In the event a member leaves the employ of the department, the member shall return all uniforms and safety equipment to the department.

20.5 Reporting.

Members shall immediately report any and all unsafe or potentially unsafe conditions to the Chief, or his designee. After discussion with the Chief, the Safety Committee may report to the City Manager any condition it considers unsafe that has not been resolved in a reasonable time by the Chief.

ARTICLE 21: SENIORITY, LAYOFF AND RECALL

21.1 Definitions.

- A. City seniority shall be defined as the length of time since the member's most recent date of employment or re-employment with the City. City seniority shall be used for purposes of determining service awards and other matters based on length of continuous service with the City.
- B. Classification seniority shall be defined as length of continuous employment in a classification. Classification seniority shall be used in a consideration for layoff, recall, merit reviews and promotions.
- C. Departmental seniority shall be defined as length of continuous employment in the Fire Department. Departmental seniority shall be used for the purpose of scheduling vacations.
- D. Classification shall be defined as a group of members who share similar work duties as established by the City, i.e., Firefighter/EMT, Firefighter/Paramedic, Lieutenant/EMT, Lieutenant/Paramedic, etc.

21.2 Seniority Accrual.

Unless the law requires otherwise, seniority shall accrue during active pay status and during leaves without pay status, which do not exceed thirty (30) consecutive calendar days. Leaves of absence without pay for periods in excess of thirty (30) consecutive calendar days shall cause the seniority dates to be adjusted.

(EXAMPLE: If a member takes a leave of absence without pay for a six (6) month period and then returns to work, the member's seniority does not include the six (6) months period of leave without pay.)

21.3 Probation.

- A. All new members shall be placed on twelve (12) months probation in accordance with the following:
 - 1. Upon graduation from the Fire Academy, or
 - 2. From the date of hire if the new member has previously fulfilled the requirements of the State of Florida Firefighters Standards Council; or
 - 3. From the date of promotion if the member has been promoted or reclassified.
- B. Members on probation under A(1) and (2) above serve at the will and pleasure of the City.
- C. In the event a promotional appointee is found to be unable or unwilling to perform the duties of the position to which the member was promoted, the member shall be returned to the position and status held immediately before the promotion, if the position is vacant; or the member may be transferred to a vacancy within the same pay range subject to the approval of the Chief. If there are no vacancies, the member may seek to bump under Section 21.5 and if unable to do so will be dismissed but may be considered for any future vacancies for which the member is qualified.
- D. Extension of probation. Members out on leave, while on probation will have the probationary period extended, on a day-by-day basis equal to the amount of leave time taken. Members shall not be removed from initial or promotional probation without the express, written approval by the Chief and City Manager.

21.4 Loss of Seniority.

Seniority shall be preserved except in the following cases:

- A. Separation from employment.
- B. Layoff exceeding twelve (12) months.
- C. Absence without authorized leave for two (2) work shift(s).
- D. Failure to report to the City the intention of returning to work within three (3) calendar days of receipt of certified mail of a recall offer notice.
- E. Failure to return from Military Leave within the time limits prescribed by law.

21.5 Layoff/Bumping.

- A. In the event of a layoff, the City shall notify the Union as far in advance as possible.
- B. There shall be three (3) classifications under this section, being Firefighter/Paramedic, Firefighter/EMT and Lieutenant.
- C. In the event the City decides to lay off members within a classification, the Chief will determine the number to be laid off, and the City will first lay off those members employed on a probationary basis in the classification.
- D. If further layoffs are necessary, selection from among regular, full-time members in the classification shall be made as follows:

Classification seniority shall be determinative as between employees the Chief determines have the same ability and skills to perform the work.

- E. The senior Lieutenant, who would otherwise be laid off, depending on whether he is a Paramedic or an EMT, may bump the junior Firefighter/Paramedic or Firefighter/EMT over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- F. The senior Firefighter/Paramedic who would otherwise be laid off may bump the junior Firefighter/EMT employee over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- G. The employee who bumps into a lower classification under paragraphs (E) or (F) above shall be paid in the classification to which he bumps just as if he were demoted.

21.6 Recall.

- A. Subject to Section 21.7 below, members in layoff status shall retain reemployment rights for twelve (12) months and shall have preference to employment over other outside applicants on eligibility lists.
- B. Recall shall be by job classification in reverse order of layoff so long as the employee to be recalled is qualified to perform the job.
- C. Recall shall be made by certified mail to the last address in the City's records. Within three (3) calendar days of receipt, the laid off member must advise the City in writing of the intention of

returning to work. Return will be arranged between the Chief and the member but must be within fourteen (14) calendar days of the member contact with the Chief unless the Chief agrees otherwise. If there is no response from the member within ten (10) calendar days from the date of mailing, the employee shall no longer have recall rights and shall be re-employed only at the option of the City.

- D. A laid off member who is temporarily unable to accept recall due to medical reasons, as certified by an attending physician, may request to be placed in a leave of absence without pay status for a period not to exceed thirty (30) calendar days.
- E. A member recalled within twelve (12) months of the layoff date shall keep the same seniority dates as had existed before the layoff.

21.7 Permanent Layoffs.

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectation to return to work. Such layoffs will be designated permanent and the members laid off shall not be eligible for recall.

- A. Full-time members who have completed their initial probationary period and who are scheduled to be permanently laid off for lack of work, funds or other reasons where there is no fault on the part of the member shall be eligible to receive severance pay as follows:
 - 1. One (1) week of pay at their straight time hourly rate or salary, whichever applies, less statutory deductions, for each full year of service as an employee of St. Pete Beach, capped at twelve (12) weeks.
 - 2. The member's last annual performance evaluation must be satisfactory or better and the member must be on active duty not on leave of absence or suspension without pay.
 - 3. The member must have unsuccessfully sought to bump, unless there is no job to which the member may bump covered under this Agreement.
 - 4. The member must execute a release of all claims, including the right to file a grievance under this Agreement, as well as any and all judicial and/or administrative claims.
- B. Members who have recall rights may elect to retain recall rights in lieu of severance pay as provided in this Section.

ARTICLE 22: PROMOTIONS AND TRANSFERS

22.1 Promotion.

- A. The City shall establish and maintain promotional criteria upon which promotional examination shall be made. The Union shall be allowed consultation privileges in the establishment of such criteria. All promotions shall be based upon formal examination, which is to include both written and oral elements.
- B. Promotions shall be based upon the requirements of the job position to be filled and the qualifications of the persons under consideration. The City shall include at least the following qualities in the promotional criteria:
 - 1. Post high school education including fire service training courses.
 - 2. Administration, management or supervisory training or experience in the fire service or related field.
 - 3. Responsible experience in the fire service or related field.
 - 4. Performance evaluations.
 - 5. Be an employee of the Department for three (3) continuous years.
- C. All members with the minimum qualifications shall be eligible to take promotional examinations.
- D. The selection shall be made as follows:
 - 1. Written, oral and practical examinations shall be given by the Chief, or his designees.
 - 2. Notice of the examinations, a listing of the study materials, the minimum qualifications for taking the examinations, and the minimum qualifying score on the examinations, if any, shall be posted on the Departmental bulletin boards not less than sixty (60) days prior to the first examination in the series.
 - 3. The Chief shall select from among the five (5) candidates with the highest total scores on the examinations when a permanent vacancy arises.
 - 4. Members on the promotion list will be removed if they are disciplined by suspension without pay, or demotion.
 - 5. The list shall be valid for eighteen (18) months.
- E. A member who is promoted to a position in a higher grade shall receive an increase in pay. The new pay shall be at the pay step within the new pay grade, which is a minimum of five percent (5%) above the member's current pay step. Progression of the member from the current step to the next higher step in the pay plan shall continue in accordance with APPENDIX I of this Agreement on the individual member's anniversary date in the new classification.
- F. A member who receives a lateral transfer to a new position at the same grade level shall not be eligible for an increase in pay. The lateral transfer shall not affect the anniversary date in classification.
- G. A member who is demoted to a position in a lower grade shall receive a decrease in pay to the STEP in the new classification necessary to reduce the member's pay by not less than five percent

(5%). The new pay shall be frozen for two (2) calendar years following the demotion or until the new pay is equal to or less than the appropriate pay STEP for the new position wherein the member shall be entitled to progress from the demoted STEP to the next higher STEP in the pay plan in accordance with Section 24.2 of this Agreement.

22.2 Transfers.

- A. All members in this bargaining unit shall have the right to request a transfer to any vacant position.
- B. Except for promotions under Section 22.1, when a position is vacant in the Fire Department, members desiring transfers to that position must submit written transfer requests to their lieutenant prior to the position being advertised.
- C. All transfer requests must show present assignment, desired assignment and date of request. Transfer request will be kept on file for six (6) months and may be renewed if requested in writing by the member.
- D. Departmental seniority shall be considered when filling a position by transfer. Final authority for any transfer rests with the City.
- E. When a member is transferred from Firefighter EMT to Firefighter Paramedic, the new pay shall be at the pay step within the new pay grade, which is a minimum of five percent (5%) above the member's current pay step before the transfer. The transfer shall not change the employee's anniversary date.

ARTICLE 23: WORK WEEK AND OVERTIME

23.1 Hours Worked.

- A. The workweek shall consist of seven (7) consecutive days, commencing on Monday at 12 o'clock midnight and ending the following Sunday at 11:59 PM.
- B. The work period shall be two hundred twelve (212) hours in a twenty-eight (28) day work cycle with a normal schedule of twenty-four (24) hours on and forty-eight (48) hours off.
- C. Work hours include all time a member is required to be on duty or on the Employer's premises, or at a prescribed work place, provided time spent in attendance at educational courses, meetings or seminars shall not be considered work hours unless said educational time is mandatorily required by the Employer. Continuing education courses, attended for the purpose of maintaining state or county certification shall not be considered as work hours if the member has not availed himself/herself of the opportunity to attend such course while on duty. Administration reserves the right to consider special circumstances.
- D. Those members in the classification of Fire Inspector will be on a forty (40) hour per week schedule. The work week shall be Monday through Friday, beginning at 0800 hour and ending at 1700 hour with a one (1) hour lunch period, unless otherwise mutually agreed to by the employee and departmental management.

23.2 Overtime.

- A. Overtime
 - 1. FLSA Overtime

Members are paid overtime at one and one-half (1 1/2) their regular rate for all hours worked in excess of two hundred twelve (212) in a twenty-eight (28) day work period.
 - 2. Premium Overtime

Members are paid overtime at one and one-half (1 1/2) their regular rate for all hours in excess of their regular schedule in the fourteen (14) day work period.
 - 3. Time Counted

Actual hours worked ("sweat hours"), PTO, Kelly days, conference/training time, special assignments made pursuant to Section 23.6 below and jury duty shall be considered as hours worked for determining eligibility for overtime under subsections (A)(1) and (A)(2) above. No other time such as unscheduled PTO and personal days shall be considered as hours worked.
- B. Regular Rate

The regular rate for members shall be calculated by dividing their base annual salary by 2912.
- C. Duplication

There shall be no duplication or pyramiding of overtime or overtime and premium pay.

D. Overtime Call Back

1. As a means by which to compensate members for inconvenience resulting from an ordered return to work on an unexpected basis after completing a regularly assigned shift of work, not to be confused with being held over from one shift to the next; not to be associated or confused with monthly or planned department shift of work, not to be associated or confused with monthly or planned department shift/work schedule or anticipated additional work requirements, overtime pay shall be paid for the actual time worked plus the member shall receive one (1) hour bonus pay, provided the minimum pay per call back occurrence shall be equivalent to three (3) hours of the regular hourly pay, including the one (1) hour bonus pay.
2. A member shall not receive call back bonus pay for more than two (2) occurrences in a twenty-four (24) hour period. If the member is called back to work more than two (2) times in a twenty-four (24) hour period, the member shall be paid for the actual time worked from the beginning of working the first call back period to the end of working the last call back period.
3. A member who is called back either twenty (20) minutes prior to or twenty (20) minutes after the regularly scheduled shift shall not receive the call back bonus but shall receive the overtime pay.
4. Overtime paid at the rate one and one-half (1½) times normal pay rate shall be paid when a member is ordered back to duty due to the declaration of a natural disaster by the Mayor, Governor or U. S. President for all hours worked in excess of regularly scheduled work hours.
5. Overtime call back shall be done by using a rotating list, calling the first qualified member on the list to fill the needed position. If a member cannot be contacted, or declines the overtime, that member's name would remain in the same position on the list. If a member accepts the overtime, their name would be removed from the current list and added to the bottom of the list. In cases of an emergency, upon exhaustion of the list, the first member contacted is required to work the call back; otherwise, the member with the least job classification seniority who can be contacted in the classification called back will be required to work.

If the overtime position needed is less than ten (10) hours in a twenty-four (24) hour shift, the member accepting the overtime will have their name remain in the same position on the list.

If a member is required to work mandatory overtime, (i.e. held over from one shift to another or required to attend mandatory training, or assigned a special event), their name will remain in the same position on the list. For purposes of this Section only, mandatory overtime shall be paid at time and one half regardless of sick leave use during the pay week. A member who works mandatory overtime shall not be required to work more than one (1) mandatory overtime in one (1) pay period.

23.3 Work Schedule of Shift Changes and Transfers.

It is the intent of this Agreement that the City shall not transfer members or make work schedule or shift changes unless it is necessary for the efficient or effective operation of the Fire Department. Whenever possible, transfers of work schedule or shift changes shall be announced ten (10) calendar days before the change is to take place. Further, the City agrees to consider departmental seniority in developing of work schedule or shift changes whenever practical.

23.4 Exchange of Duty Time.

Upon approval by the Chief, or his designee, members may exchange on-duty time under the following conditions:

- A. There would be no additional burden or expense upon the City.
- B. The request shall be made in writing to the Fire Chief, or his designee
- C. The exchange must be approved by the Fire Chief, or his designee prior to the exchange.
- D. Each exchange of time shall be limited to one (1) twenty-four (24) hour period.
- E. The member being relieved shall not be eligible for Workers' Compensation or other associated benefits, which would ordinarily be connected with an on-duty injury but shall be eligible to receive the regular salary for the fill-in period.
- F. The person working the time shall be covered by all applicable benefits in case of on-duty injury while filling in but shall not receive compensation for the fill-in period.
- G. The member agreeing to fill-in for another shall remain on duty for the full period of time. Time off for the member filling in shall be permitted only in cases of emergency or sickness. However, if the member agreeing to fill-in time for another is sick during the scheduled time change, the member agreeing to fill-in shall be charged for any additional costs incurred by the City as a result of calling in yet another member to fill-in unless specifically exempted by the City as a result of unusual circumstances.
- H. Members shall be allowed trade a "Kelly Day" within shift if done during the same FLSA cycle under the conditions as specified in this article.

23.5 Relief.

It is the intent of the City to provide relief at any working incident, which exceeds four (4) hours.

23.6 Extra Work.

- A. Any type of function or special event within the corporate limits of St. Pete Beach, which would require extra fire or EMS services (as determined by the Employer) to assist with said function or special event shall utilize members before requesting assistance from any other fire or EMS organization.
- B. No member shall be pressured to volunteer services.
- C. When operationally feasible, extra work under subsection A above will be posted three (3) days in advance. Selection from employees who sign up for the work will be made by job classification seniority. If sufficient employees do not sign up, employees will be mandatory assigned in accordance with departmental past practice.
- D. Extra work performed under Section 23.6(A) for outside entities or the City shall be considered as hours worked for determining eligibility for overtime.

ARTICLE 24: PAY PLAN

24.1 Annual Base Salary and Classifications.

- A. Members covered by this Agreement shall be paid in accordance with the Pay Plan during the term of this Agreement. The Pay Plan for the period of this contract is set forth in Appendix I.
- B. Firefighter/EMT status shall be considered to be the minimum requirement for employment with the City. Status in other classifications shall determine eligibility for manning in the other classifications.

Members assigned to other classifications shall be expected to retain their eligibility for their respective assignments. Should a member fail to retain eligibility in an assigned classification, the member shall be reassigned to another status for which the member is eligible in accordance with the provisions of Article 21, Seniority, Layoff and Recall, provided a position in another classification for which the member is eligible is available. Should a position not be available, the member shall be terminated or, at the discretion of the City, transferred to another department or division.

- C. A firefighter is a member who meets the minimum standards established for a firefighter by the State of Florida.
- D. A firefighter/EMT is a member who has successfully completed and passed an EMT training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be an EMT.
- E. A firefighter/Paramedic is a member who has successfully completed and passed a paramedic training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be a paramedic.
- F. A Lieutenant is a member who works in a supervisory position over shift personnel and will be classified as an EMT or Paramedic based on his current qualifications established by the department and the State of Florida for such certification.

24.2 Progression in the Pay Plan.

The City shall complete a performance evaluation on each employee annually on or before the employee's anniversary date. The annual performance evaluation shall determine the member's eligibility progress in the Pay Plan. The City shall be entitled to change the method of the performance evaluation unilaterally. Progression of the Pay Plan during this contract period in a fiscal year (FY) will be as follows:

- A. For FY 2016/2017: As a result of the Classification and Compensation study, effective October 1, 2016 members will be given a pay adjustment according to the attached Appendix IV FY16 STEP Adjustment and then progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan.
- B. For FY 2017/2018: Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan.
- C. For FY 2018/2019: Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan.
- D. Employees have no expectation of any increase in their wages or benefits, including STEP increases, after the date of the termination of this Agreement absent a successor agreement or final

action by the Legislative Body of the City pursuant to FS 447.403, providing for such increases or improvements.

E. Members shall only be awarded steps as outlined in the attached plan.

24.3 Acting Lieutenant.

- A. Whenever a member is required to serve as an Acting Lieutenant for minimum of one (1) hour, the member shall be compensated an additional one dollar (\$1.00) per hour for all hours worked in such acting capacity.
- B. All Acting Lieutenant assignments shall be made on the basis of qualifications for such assignments in the judgment of the City.
- C. The Lieutenant assigned to Station 23 shall be paid an additional one dollar (\$1.00) per hour when assigned as shift commander.

24.4 Kelly Days.

Members will be given a twenty-four (24) hour shift off with pay every thirteenth (13th) shift in lieu of paid holidays effective October 1, 2013, but no more than nine (9) in any fiscal year.

Forty (40) hour employees will not be eligible to receive Kelly Days.

24.5 Extra Pay for Special Assignments or Certifications.

Employees shall be eligible for special pay based on State of Florida certification or special assignment by the Fire Chief as follows:

Certification	Eligibility	Extra Pay	MAX/MIN Employees
Engine and Truck Driver	As assigned	.50 cents per hour	N/A
SCBA	When designate by Chief, or designee	12.5 cent per hour	Maximum of three (3)
Acting Lt.	When assigned	\$1.00 per hour For Hours worked in acting capacity	N/A
Shift Commander	When assigned	\$1.00 per hour for hours worked as Shift Commander	N/A
Fire Officer I (State of Florida Certification Required)	EMTs and Paramedics only	12.5 cents per hour beginning first pay period after State verification of certification	All EMTs and Paramedics

- A. Loss of Certification will result in cessation of extra pay.
- B. Employees are required to provide evidence satisfactory to the City of current certification and to notify the Chief immediately upon the loss of any certification.

ARTICLE 25: ENTIRE AGREEMENT

- 25.1** The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.
- 25.2** By mutual agreement, discussions may be held during the contract period on any subject.

ARTICLE 26: SAVINGS CLAUSE

26.1 If any article or section of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

Both the City of St. Pete Beach and the International Association of Firefighters believe, and intend, that all provisions relating to pay, overtime pay, holiday pay, bonus pay, and time worked, are in full compliance with the Fair Labor Standards Act as administered by the Wage and Hour Division of the U.S. Department of Labor. All parties to this agreement for themselves and the bargaining unit agree that in the interpretation of this collective bargaining agreement, the greatest weight shall be given towards an interpretation which results in compliance with all applicable wage and hour provisions.

26.2 In the event of invalidation of any article or section of this agreement through legislative actions or enforceable rulings from a state or federal court both the City and Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

26.3 Whenever the male gender is referred to in this Agreement, it shall be construed to include both male and female members.

26.4 Should any State Statute numbers change during the term of this Agreement, both the City and the Union agree to meet and replace the changed State Statute number with the new State Statute number which corresponds to the subject matter in the Agreement.

ARTICLE 27: PENSION

The City and the Union agree that the CITY OF ST. PETE BEACH FIREFIGHTERS' RETIREMENT SYSTEM shall remain unchanged unless changed through mutual consent of the City and the Union.

ARTICLE 28: DURATION OF CONTRACT

This contract shall be effective upon ratification by the bargaining unit and the City Commission and shall remain in full force and effect until September 30, 2019.

By: 
Mayor, Alan Johnson

By: 
, Local 4966, IAFF

By: 
Wayne Saunders, City Manager

By: 
, Local 4966, IAFF

3/28/2017
Date

4/25/2017
Date

APPENDIX I: PAY PLAN

St. Pete Beach Fire Department Pay Plan						
Pay Grade	Class Code	Class Title	Annual Min	Annual Max	Hourly Min	Hourly Max
200	INSPECTOR	Fire Inspector	\$41,609.00	\$62,205.00	\$20.004	\$29.906
201	FFEMT	Firefighter/EMT	\$41,609.00	\$60,458.00	\$14.29	\$20.76
202	FFPARA	Firefighter/Paramedic	\$46,935.00	\$68,197.00	\$16.12	\$23.42
203	LTEMT	LT./EMT	\$56,625.00	\$72,299.00	\$19.45	\$24.83
204	LTPARA	LT./Paramedic	\$59,457.00	\$75,914.00	\$20.42	\$26.07

St. Pete Beach Fire Department Step Plan																	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
200	INSPECTOR	41,609	42,739	43,900	45,093	46,319	47,577	48,870	50,198	51,561	52,962	54,401	55,880	57,398	58,957	60,559	62,205
201	FFEMT	41,609	42,734	43,890	45,077	46,296	47,549	48,835	50,156	51,512	52,906	54,337	55,806	57,316	58,866	60,458	
202	FFPARA	46,935	48,204	49,508	50,847	52,222	53,635	55,086	56,576	58,106	59,678	61,292	62,950	64,652	66,401	68,197	
203	LTEMT	56,625	58,637	60,720	62,877	65,111	67,424	69,819	72,299								
204	LTPARA	59,457	61,569	63,756	66,021	68,366	70,795	73,310	75,914								

APPENDIX II: SECTION 24 – DRUG-FREE WORKPLACE AND ALCOHOL POLICY

24.01. Policy.

The City’s Drug-Free Workplace Policy is aimed at insuring “0” tolerance to illegal drugs at all times and its Alcohol-Free Policy to “0” tolerance under circumstances that affect or might affect the safety and well being of employees, citizens and others, or the effective operation of City business. In addition, all employees required to have a commercial driver’s license (CDL) under Chapter 49 CFR Part 383 are subject to controlled substance and alcohol testing rules established by the Federal Highway Administration (FHWA) under the Omnibus Transportation Employee Testing Act of 1991 (revised February 1994), in accordance with 49 CFR, Parts 40, 383, 392, 4, and 392.5 regulatory penalties for infractions are in addition to disciplinary action including termination of employment.

24.02. Prohibitions.

- A. Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.

- B. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

24.03. Use of Legal Drugs.

The use of legal drugs, that is drugs prescribed by licensed physicians for a specific medical purpose, is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and adversely affect the employee’s job performance and the employee’s ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving the operation of motor vehicles and other moving equipment. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance, must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the City.

24.04. Testing

- A. Substances Tested For: Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:
 - 1. Amphetamines
 - 2. Barbiturates
 - 3. Benzodiazepines
 - 4. Cannabinoids (marijuana)
 - 5. Cocaine
 - 6. Methodone
 - 7. Methaqualone

8. Opiates (heroin, morphine, codeine)
9. Phencyclidine (pcp)
10. Propoxyphene

B. Testing for Illegal Controlled Substances – Classes of Employees/Circumstances.

Subject to applicable law:

1. Employees in special risk and safety sensitive positions.

- a. Special risk and safety sensitive employees include all employees in all classifications of requiring a CDL license, and all police officers authorized to carry a weapon, firefighter EMTs and firefighter Paramedics regardless of their rank. Other employees who are considered special risk or safety sensitive shall be notified of said status in writing.
- b. Applicants and employees are subject to testing on the same basis as other employees under Section 24.04(B)(2). Except to reasonable suspicion is required for testing such employees for illegal controlled substances for:
 - (1) When involved in any accident involving any personal injury that results in a worker's compensation claim or serious damage to property occurs.
 - (2) As otherwise allowed or required by law, provided unless required by law, there shall be no random drug testing except in conjunction with rehabilitation under Section 24.08.

2. Non-Safety Sensitive/Special Risk Employees.

- a. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the City. It is the obligation of the job applicant to notify the approved testing facility of any controlled substances prescribed for the job applicant by a physician or dentist.
- b. When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the City's equipment or vehicles at any time where in the opinion of the City Manager the employee was at fault or the employee's conduct contributed to the accident and there is reasonable suspicion to believe the employee was in violation of Section 24.02(A) or (B).
- c. When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more supervisors or managers that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;

- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the City;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work;
- (6) Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited or transferred drugs;
- (7) Frequent absences from work without a satisfactory explanation.

C. Employee Rights – When testing to determine the presence of illegal controlled substances under subparagraphs (1) and (2) above:

1. Employees and job applicants have the right to consult with the testing laboratory for technical information regarding prescription and non- prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
2. All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.
3. For tests under Section 24.04(B)(1)(b)(1) and (2), Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test. At said meeting, the Employer shall consider the comments of the employee regarding the matter and shall then make a final determination of whether to proceed and require the screen or test.
4. Employee may upon his request have a representative present at said meeting, however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the Employer that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test may be grounds for disciplinary action, including termination of employment.
5. If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a Union representative.
6. Procedures for testing for the presence of illegal controlled substances shall be conducted consistent with the provisions of Florida Statute 440.102(5)(a) through (o) and (6) for alcohol, a positive result is 0.02, or greater. For drugs, a positive result is in accordance with the detection levels established by HRS guidelines.
7. The common and chemical names of the substances identified in Subsection A above, a copy of Florida Statute 440.102(5) and (6) and a list of local drug rehabilitation programs is available from Human Resources.

24.05. Reporting And Conviction Of Alleged Crimes Including Drugs Or Alcohol.

- A. All employees must report to their supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.
- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's drug and/or alcohol policy. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome or any criminal case that may be brought against the employee.

24.06. Discipline For Violation Of Policy.

Employees who violate this policy or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time or to have violated the City's Alcohol Abuse Policy, shall be subject to immediate termination; provided, however; if the presence of an illegal controlled substance is established as a result of the test, the employee or job applicant may, within five (5) working days of receipt of written notification of a positive result, request an opportunity to explain the result to the City and/ or the medical review officer.

24.07. Employee Injured On The Job.

Any employee injured on the job who refuses to submit to a drug test, or has a positive confirmation test, in addition to other provision of the policy, may forfeit his eligibility for all Workers' Compensation medical and indemnity benefits depending on applicable law.

24.08. Employee Assistance Program.

The City has an employee assistance program (EAP) with one of its missions being to assist employees who voluntarily report drug or alcohol related problems, which have not yet adversely affected their job or City operations. The City may require any employee in violation of this policy, whether he voluntarily reports his problem or not, to participate in the EAP or other medical and rehabilitative assistance programs as a condition for continued employment. For further information regarding the EAP, contact Human Resources.

- A. Employees Who Voluntarily Ask For Help. Employees with drug or alcohol related problems who wish assistance through the EAP may contact the EAP provider on a confidential basis or through Human Resources. If the request is made through Human Resources, City referrals will be made only upon execution by the employee of a release to the EAP provider to keep Human Resources advised as to the employee's attendance and progress in the rehabilitation program. If the employee has a satisfactory performance record and is otherwise qualified to perform his job, the City may grant the employee an unpaid leave of absence for a period determined by the City to participate in a City approved treatment or rehabilitative program. Such a leave will be granted only one (1) time. This employee will be responsible for all expenses resulting from the treatment or program to the extent they are not covered by insurance.
- B. Other Employees. In the event the City discovers a violation of this drug or alcohol policy, or an alcohol-related problem that adversely affects or may adversely affect the employee's performance or the City business, the City may proceed to discipline the employee up to and including discharge, or at its option, require the employee to undergo approved medical or rehabilitative assistance. The City may grant the employee leave with or without pay to participate in a rehabilitation program, including referral to the City EAP program. Such leave

may be granted only one (1) time. Allowing of rehabilitation under the City EAP program will be conditioned on the execution of a consent by the employee to allow the EAP provider, or persons providing medical or rehabilitative assistance to keep Human Resources advised of the employee's attendance and the success of the rehabilitation. The employee will be responsible for all expenses resulting from the treatment or rehabilitation to the extent they are not covered by insurance.

- C. Return To Work. Employees who are granted a leave of absence under paragraph A or B above must successfully complete all EAP, medical and other rehabilitative requirements established by the City within a reasonable amount of time. A successfully rehabilitated employee who has been granted a leave of absence under A above shall be returned to his former job provided he successfully completed rehabilitation within the period of his leave. Employees who successfully complete rehabilitation under B above within the period of his leave will be returned to his former job if vacant, but if not to any vacancy which the City considers him qualified to perform, if any, and if there is none he shall be terminated.
- D. Re-testing. Employees allowed to return to work from an illegal controlled substance problem shall be subject to re-testing any time without notice and must submit to such test as and when directed by the City for one (1) year after they have been free of illegal drugs as determined by the City, or its designee.

24.09. Reporting Violation Of The Policy.

- A. Reporting Violations. It is the obligation of every employee of the City to report violations of the City's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including discharge.
- B. Good Faith Reports. Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies, or any supervisory or managerial employee who investigates or take action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner for making reports, participating in the investigation or because of any reasonable action he takes as a result of the investigation.
- C. Bad Faith Claims. Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

24.10. Coordination With Administrative Services.

All action taken by members of management under this Section 25 must be coordinated through Human Resources to ensure compliance with all applicable laws.

APPENDIX III: SECTION 25 – EDUCATIONAL INCENTIVES AND BENEFITS

25.01 Tuition.

The City may authorize payment for tuition for courses it considers will be helpful to successful completion of the mission of the City subject to budgetary constraints as follows:

- A. The City Manager, or his designee, shall determine if the course or curriculum is related to the employee's job or contributes to the long range value of the employee to the City.
- B. If the course is reimbursable through some other source, then provisions of the City's education tuition payment plan shall not apply.
- C. Based on budgetary constraints, the City Commission shall budget a set annual amount for tuition reimbursement. Once that amount is dispersed, no other reimbursement requests will be approved.

25.02 Eligibility.

- A. Fulltime employment with the City at least one (1) year, unless the City Manager grants an exception.
- B. The educational training can be at the post high school or adult educational levels.
- C. No more than two (2) courses per quarter or semester (or equivalent period of time) may be taken.
- D. No employee will be reimbursed for more than six (6) classes in a calendar year unless previously approved by the City Manager.

25.03 Requests And Payment.

- A. The employee must request to their Director, in writing prior to new fiscal budgets being finalized, by submitting an application to their Director with a school schedule attached prior to enrollment. In order to process the request in a timely manner, employees should make every effort to request necessary funding as soon as school schedules are released. Failure to obtain approval in advance may result in requests for reimbursement being denied.
- B. Employees are encouraged to attend any accredited technical or trade school, Florida college or university; however, tuition reimbursement shall be paid at the public college or university tuition rate (see application). Correspondence schools will not be considered for tuition reimbursement. Employees shall not be reimbursed for mileage or personal expenses unless they are required by the City Manager, or his designee, to take the course.
- C. The employee shall submit to the Personnel Office the final grade, certification, or degree (if applicable) and paid receipts in order to receive reimbursement.

25.04 Repayment By The Employee.

The employee who receives any funds under this program shall be required to work for the City for at least one (1) year, or longer depending on applicable law or departmental policy, from date money is received, or shall reimburse the City for every dollar received upon termination. The City reserves the right to withhold the money owed from any final paycheck upon separation subject only to applicable law. The City Manager may excuse repayment in whole or in part for circumstances he determines to be extenuating and justifiable.

25.05 Schedules.

The City will attempt to rearrange work schedules for classes if it does not interrupt the normal workflow.

25.06 Incentive Pay.

When the state or other governmental agency mandates additional pay for a class of employees and funds or reimburses the City for same, the City will provide the incentive pay to those employees who meet and maintain the qualifications to receive the incentive pay. Department Directors are required to advise the Personnel Office of employees in their Department who are eligible for such pay.

APPENDIX IV – FY16 STEP ADJUSTMENT

Name	Position	Current Step	New Step
Barber, Robert	Firefighter/EMT	P	12
Barr, Tyler	Firefighter/EMT	C	2
Collins, Zachary	Firefighter/Paramedic	C	2
D'Amico, Kevin	Firefighter/EMT	D	4
Dahlstrom, Brian	Lieutenant/EMT	C	2
Hays, Michael	Firefighter/Paramedic	B	1
Hosch, Jacob	Firefighter/Paramedic	B	1
Loggins, Troyton	Firefighter/EMT	C	2
Mandia, Chris	Firefighter/EMT	L	10
Perna, Terry	Firefighter/EMT	N	11
Peterson, Brian	Firefighter/EMT	L	10
Roach, Mark	Firefighter/EMT	P	12
Sanford, Shawn	Firefighter/EMT	K	10
Stearns, Troy	Lieutenant/EMT	E	4
Strong, Patrick	Firefighter/EMT	D	4
Sweeney, Blake	Firefighter/Paramedic	B	1
Vail, Coleman	Firefighter/Paramedic	B	1
Benefield, Joshua	Firefighter/Paramedic	H	9
Garnett, Brian	Firefighter/Paramedic	H	9
Hehenberger, Stewart	Firefighter/Paramedic	H	9
Hinds, Nicholas	Firefighter/Paramedic	C	2
Holt, Charles	Lieutenant/Paramedic	B	2
Keenan, Mark	Lieutenant/Paramedic	F	5
Marino, James	Firefighter/Paramedic	B	1
Mattson, Aaron	Firefighter/Paramedic	E	5
Milner, Philip	Lieutenant/Paramedic	H	6
Paglicco, Andrew	Firefighter/Paramedic	C	2
St. John, Michelle	Lieutenant/Paramedic	F	5
Wing, Jason	Firefighter/Paramedic	C	3