

AGREEMENT BETWEEN  
THE INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS  
LOCAL 3582  
AND  
THE CITY OF TEMPLE TERRACE,  
FLORIDA



October 1, 2006 through September 30, 2009

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## ARTICLE 1

### AGREEMENT

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement contains the entire agreement of the parties. The express language of this Agreement shall govern in the event of any conflict between the Agreement and the City's Personnel Rules and Regulations and department guidelines. Where no such conflict exists, the City's Personnel Rules and Regulations and department guidelines shall govern except as to economic benefits. Economic benefits to bargaining unit employees shall be governed in their entirety by the Agreement.

## ARTICLE 2

### RECOGNITION

**Section 1.** The City hereby recognizes "IAFF Local 3582" as the exclusive representative for the purpose of collective bargaining for all employees in the certified bargaining unit.

**Section 2.** The bargaining unit for which this recognition is accorded is as defined in the certification granted by the Public Employees Relations Commission, comprised of all full time employees within the City of Temple Terrace Fire Department employed in positions as follows: Firefighter (Non-EMT), Firefighter/EMT, Engineer and Captain.

**Section 3.** As stated throughout his contract, "employee" is defined as an employee of the Temple Terrace Fire Department under the following job classifications: Firefighter (Non-EMT), Firefighter, Engineer and Captain.

## ARTICLE 3

### MANAGEMENT RIGHTS

**Section 1.** It is the right of the City to determine unilaterally the purpose of each of the constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. Employer rights will include, but not be limited to, the right of the City to direct its employees; to promote, transfer and assign; to suspend, demote, discharge, or take other disciplinary action, and take any action necessary in order to maintain the efficiency of the City of Temple Terrace Fire Department. The right to make and insure compliance with reasonable rules and regulations governing the employees shall be a function of the City except as such right is relinquished, modified or abridged by this Agreement or by law.

**Section 2.** The City has the right to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack

of work, funds or other legitimate reasons. The City has the right 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. The City has the right to determine the number of employees to be employed; to establish, change or modify the number, types and grades of positions of employees assigned to an organization, unit, department, or project; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions, in the interest of efficiency, economy, technical change, or operating requirements; and to establish, implement, and maintain an effective internal security practice.

**Section 3.** The City of Temple Terrace Councilmembers have the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted by the City of Temple Terrace.

**Section 4.** If, in the sole discretion of the City Manager or designee, it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 5.** The City has the sole authority to determine the organization of The City of Temple Terrace government and to determine the purpose and mission of the City to prepare and submit budgets to be adopted by the City of Temple Terrace Councilmembers.

**Section 6.** Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein except insofar as the implementation of managerial policy affects those items expressed in other articles of this Agreement in which event only such effects shall be subject to the grievance procedure contained in this Agreement.

#### ARTICLE 4

#### **PROHIBITION OF STRIKES**

**Section 1.** “Strike” means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted use of sick leave, the concerted submission of resignations, picketing in furtherance of work stoppage, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the City.

**Section 2.** IAFF Local 3582 agrees that during the term of this Agreement it shall not participate in, authorize, condone, excuse, ratify, instigate or support in any manner any concerted failure to report for duty, concerted absence of employees from their positions, concerted stoppage of work, concerted submission of resignations, concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of

employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or deliberate and concerted course of conduct that adversely affects the services of the public employer including, but not limited to, picketing in furtherance of work stoppage.

**Section 3.** If IAFF Local 3582 or employees covered hereunder within the Fire Department breach this Article, IAFF Local 3582 agrees that the City shall have unrestricted recourse to all rights provided by Chapter 447, Florida Statutes, including the right to proceed to the appropriate court and obtain an injunction against such breach; that the City may recover from IAFF Local 3582 or its successor in interest such damages as may be incurred and that the City may take any other action or recourse authorized or available under the law. IAFF Local 3582 may grieve disciplinary actions taken against any employee only with regard to a question of an employee's participation in any of the above-described activities. However, once participation has been established, management's actions are no longer subject to the grievance procedure.

**Section 4.** Employees covered by this Agreement, IAFF Local 3582 or its officers, agents, and representatives agree that Section 447.505 of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees or IAFF Local 3582 from participation in a strike against the City or by instigating or supporting a strike in any manner. Any violation of this section shall subject the violator(s) to the penalties provided by this Agreement, law, and the rules and regulations of the City.

**Section 5.** An employee covered by this Agreement who violates any of the provisions of this Article shall be subject to disciplinary action up to and including discharge. An employee shall not be entitled to any benefits or wages whatsoever while engaged in any violations of this Article. Any employee discharged in accordance with this Article or applicable provisions of the State of Florida Public Employees Collective Bargaining Statutes shall, if appointed, reappointed, employed or re-employed by the City serve a six (6) month probationary period following the reappointment or re-employment and the compensation may in no event exceed that received immediately prior to the time of the violation and the compensation may not be increased for one (1) year.

## ARTICLE 5

### **NON-DISCRIMINATION**

**Section 1.** The right of the employees of this bargaining unit to belong, participate in or refrain from belonging to the IAFF Local 3582 shall not be interfered with, abridged or prohibited.

**Section 2.** The City of Temple Terrace and the IAFF Local 3582, as the certified representative of all employees covered by this collective bargaining Agreement, shall not discriminate with regard to representation of any employee in this bargaining unit and will accept members to its organization without regard to race, color, creed, religion, sex, age, disability, national origin, marital status or political affiliation.

**Section 3.** The City of Temple Terrace and the IAFF Local 3582 specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without

regard to race, color, creed, religion, sex, age, disability, national origin, marital status, political affiliation, membership or non-membership in a labor organization, as provided by law.

## ARTICLE 6

### **LABOR MANAGEMENT COMMITTEE**

**Section 1.** The City shall establish and maintain a Labor Management Committee to provide a forum to address daily problems in a systematic, constructive fashion.

**Section 2.** Meetings will be held monthly, if possible, with the date, time, and place mutually agreed upon by both parties. Each party shall exchange an agenda one week prior to the meeting. Topics may be added to the agenda by mutual consent or may be placed on the following month's agenda. The meeting shall be canceled if both parties fail to submit agenda items.

**Section 3.** No more than three (3) City employees shall represent each party.

**Section 4.** Nothing in this article shall establish a waiver of the IAFF Local 3582 or the City's right to bargain unless both parties mutually agree to a change.

**Section 5.** The contract may be modified in writing by the Labor Management Committee when agreed upon and signed-off by both parties under one of the following criteria:

1. To resolve an overlooked, or unclear issue,
2. Define an issue that both parties feel meet the criteria covered under the contract but not covered,
3. To resolve issues as a result in a change due to laws, rules, standards, and organizational make-up.

## ARTICLE 7

### **DUES CHECK OFF**

**Section 1.** Employees covered by this Agreement may authorize payroll deductions for the purpose of paying IAFF membership dues and standard, bargaining unit-wide assessments. No authorization shall be allowed for payment of IAFF Local 3582 initiation fees, special assessments, fines or penalties.

**Section 2.** The IAFF Local 3582 will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the IAFF Local 3582. Changes in IAFF Local 3582 membership dues will be similarly certified to the City and shall be done at least sixty (60) days in advance of the effective date of such change.

**Section 3.** Initial dues and/or uniform assessments in the amount of fifteen dollars (\$15.00) will be transmitted to the President of IAFF Local 3582 less the service charge of \$.30 per individual deduction per pay period. An initial one-time set-up fee of one dollar and fifty cents (\$1.50) per member will be deducted from the first payroll deduction.

**Section 4.** The City will strive for accuracy in providing dues deduction service, but in the final analysis both the City and IAFF Local 3582 agree that the claim for and the payment of dues is a matter to be settled between IAFF Local 3582 and its members. Any liability for dues deducted by the City and paid over to IAFF Local 3582 will be borne by IAFF Local 3582 and not by the City. Therefore, IAFF Local 3582 will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City on account of payroll deduction of IAFF Local 3582 dues.

**Section 5.** Payroll deduction authorizations are revocable pursuant to Chapter 447.507, Florida Statutes, or at the employee's request upon thirty (30) days written notice to the City and the IAFF Local 3582.

**Section 6.** The employee's wages must be sufficient after other legal and required deductions are made to cover the amount of appropriate IAFF Local 3582 dues otherwise no deductions shall be made.

**Section 7.** An authorized officer of the IAFF Local 3582 will furnish the City and the employee with forms for such individual authorizations and revocations.

## ARTICLE 8

### **BULLETIN BOARDS**

**Section 1.** The IAFF Local 3582 shall be entitled to one bulletin board not to exceed four feet by three feet, at each station, at its own expense, for IAFF Local 3582 business.

**Section 2.** No item will be placed on the bulletin board located in the watchroom without administrative approval.

**Section 3.** Only administrative employees will remove items from the watchroom bulletin board.

## ARTICLE 9

### **EMERGENCY CALL-IN**

**Section 4.** An off-duty employee may be called back to work due to an emergency or other urgent situation as designated by the Fire Chief or his/her designee. All personnel will be compensated at 150% of their current hourly wage.

**Section 5.** A minimum guarantee of three (3) hours pay shall be provided the employee if called back three (3) or more hours before his/her normal duty shift. If an employee is called

back less than three (3) hours before his/her normal shift, the minimum guaranteed hours of call back will be the time period beginning upon arrival for duty and ending with the normal shift or when regular duty time begins. The minimum guarantee only applies for emergency manning/call-in situations.

**Section 6.** Only the Fire Chief, or designee is authorized to call an employee back to work.

## ARTICLE 10

### EXCHANGE OF DUTY

**Section 1.** Upon written notice, employee shall be permitted to exchange shifts subject to the approval of the Fire Chief or his designee. Shift exchange procedural considerations shall follow the guidelines as established in the Standard Operating Guidelines. Shift exchange shall not result in any overtime or affect the annual leave of the individuals involved.

**Section 2.** Shift exchange is applicable only to the following classifications: Firefighter (Non-EMT), Firefighter, Engineer, and Captain.

**Section 3.** Personnel who exchange duty must currently fill the position or meet the minimal promotional requirements for that position as established by this contract. A minimum of four paramedics must be scheduled for that day in order for a Paramedic to switch with a non-paramedic employee. The fire department's administration will maintain a qualification list. This list will be reviewed and approved by the Labor Management Committee.

**Section 4.** When an exchange of duty is conducted, the switching employee will assume and fill the role of the employee whose role he/she is filling. The employee or other employees on that shift will not be eligible for out of classification pay as a result of the exchange of duty.

**Section 5.** No person shall be permitted to exchange more than 288 hours per fiscal year, unless otherwise approved by the Fire Chief or designee.

## ARTICLE 11

### OVERTIME

**Section 1.** In accordance with section 7(K) of the Fair Labor Standards Act, all Fire Department employees working a 24-hour shift are normally scheduled to a 14-day work period. All hours worked in excess of 106 hours during this 14-day work period will be paid at one and one-half times the regular rate of pay and in accordance with the Personnel Rules and Regulations.

**Section 2.** Employees assigned to a forty- (40) hour work week schedule, who work in excess of forty (40) hours in the 7-day work week schedule, shall be eligible for overtime pay at time and one-half their regular hourly rate of pay.

**Section 3.** A minimum of 14-calendar days notice will be given to all employees for scheduled non-staffing overtime.

**Section 4.** In order to ensure staffing levels are maintained, in the event that staffing is below the established minimum level, personnel will be required to hold over until staffing is brought up to the minimum level. Personnel holding over will be paid on a quarter hour basis.

**Section 5.** All overtime for staffing (minimum manning or special events) will be forced at one-half times the regular rate of pay (Code 32 of current payroll system). Training classes or other required meetings will be calculated (Code 31 of current payroll system) and may result in regular rate of pay if vacation leave, sick leave, or other non-sweat hour usage has been taken within the same pay period.

## ARTICLE 12

### **TOUR OF DUTY AND PAY PERIOD**

**Section 1.** A three (3) shift, twenty-four (24) hour tour-of-duty shall be the main tour-of-duty for assigned personnel. Each shift shall work a different tour-of-duty, 24 hours on and 48 hours off.

**Section 2.** The main work period for bargaining unit employees is one hundred four (104) hours in a consecutive fourteen (14) day pay period. Overtime will be paid to the employee after 106 sweat hours.

**Section 3.** The support positions (personnel assigned to work to sustain the operation of the fire department and may include fire prevention, equipment and vehicle maintenance and other similar positions) will work a forty-hour (40) work week.

**Section 4.** When an employee is hired to cover a shift due to manning purposes, and that employee has taken leave, the employee will receive 1½ times the employee's regular rate of pay (Code 32) for a maximum amount of hours the employee took leave.

**Section 5.** Daylight Savings Time - All bargaining unit members on the regularly scheduled shift in the Fall that as a result of Daylight Saving Time actually work (sweat) twenty-five hours shall receive their standard biweekly rate of pay plus one additional hour in the affected pay period. The additional hour actually worked shall be counted toward the calculation of overtime at the end of the respective FLSA cycle. All bargaining unit members on the regularly scheduled shift in the Spring that as a result of Daylight Saving Time actually work (sweat) twenty three hours shall receive their standard biweekly rate of pay in the affected pay period minus the hour not worked. Vacation, Floating Holiday, and Sick Leave days used on the affected days shall count as 24 hours on either of the above instances. Exchanges of on-duty time (swaps) on the affected days shall be treated in accordance with the Exchange of Duty Article.

**Section 6.** Employees shall receive an equal paycheck from pay period to pay period. This necessitates the carrying over of hours, pay period to pay period. These hours will be considered sweat hours for the basis of determining overtime.

## ARTICLE 13

### STATION ACCOMMODATIONS

**Section 1.** The City shall provide and maintain at the fire stations manned overnight by City paid employees, kitchen facilities including stove with oven, refrigerator, cooking and eating utensils, table & chairs, cleaning supplies, a lockable pantry cabinet for each shift, personal lockers and beds. The IAFF shall provide the Labor Management Committee with a prioritized list and requested funds for station accommodations no later than January 15th of the following fiscal year.

**Section 2.** The employees will be responsible for proper care and cleaning of the area and facilities.

**Section 3.** The employees agree to perform normal station duties, cleaning, housekeeping, and light maintenance. The City will provide cleaning supplies for the station, and apparatus. The City agrees to make necessary maintenance and repairs, upon written notification to the Fire Chief or designee.

## ARTICLE 14

### MILEAGE ALLOWANCE

The use of a privately owned vehicle for Fire Department business may be authorized in advance by the Fire Chief. The employee shall be entitled to the same mileage allowance at a fixed rate as received by all other City employees. All mileage shall be indicated from point of origin to point of destination as defined by Florida Statutes and must be shown as a separate item on the City's mileage reimbursement form to be submitted quarterly. Mileage allowance will only be permitted if a departmental staff vehicle is not available.

## ARTICLE 15

### STANDARD OPERATING GUIDELINES

**Section 1.** All paid City employees will follow equally and uniformly the Standard Operating Guidelines issued and approved by the Fire Chief.

**Section 2.** The Fire Chief will receive and consider Standard Operating Guidelines proposals from the employees and their IAFF Local 3582 representatives. If a committee is formed to formulate or revise the Standard Operating Guidelines, IAFF Local 3582 shall be represented on said committee. The IAFF Local 3582 shall be given reasonable notice of any change in the Standard Operating Guidelines that affects any provisions in this Agreement.

**Section 3.** All proposed changes to the Standard Operating Procedures/Guidelines are subject to collective bargaining to the extent they implicate or impact wages, hours, or other terms and conditions of employment.

ARTICLE 16

**HOLIDAY PAY**

**Section 1.** The following holidays are observed each year:

**ACTUAL HOLIDAY**

**OBSERVED HOLIDAY**

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
Spring Holiday	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving Day	Friday following the 4th Thursday in November
Christmas Day	December 25th
Floating Holiday (24 hours)	In accordance with City Rules and Regulations

**Section 2.** Bargaining unit employees will be subject to the same number of holidays as all other non-union employees.

**Section 3.** Compensation

1. All full-time employees working a fifty-two-(52) hour work week schedule will be compensated for the holiday in the amount of ten (10) hours at his/her regular rate of pay.
2. All full-time employees working a forty-(40) hour work week schedule will receive the day off at his/her regular rate of pay. An employee who is required to work during the holiday will be compensated at 1.5 times his/her regular rate of pay for the hours worked.
3. 52- hour employees will receive vacation time in lieu of pay for one holiday annually. The Fire Chief or designee will be responsible for the selection of the holiday.

**Section 4.** Employees will not be compensated for the holiday if they use unscheduled leave the day before the holiday, the day of the holiday, or the day after the holiday.

## ARTICLE 17

### WAGES

**Section 1. Pay Plan** - The City agrees to pay each bargaining unit employee according to the Balanced Performance Plan outlined in Sections 6, 7 and 8 accordingly. Once an employee has reached the maximum Performance Level, they will only receive the annual Performance Plan adjustment.

**Section 2. Merit Increase** - An annual merit increase of 4% will be available to all eligible bargaining unit employees. A merit increase of one Performance Level shall be awarded to an employee annually each October, for any bargaining unit employee who has met the following criteria:

1. Had a satisfactory performance evaluation as described in this contract.
2. If promoted, been promoted prior to April 1 of the current year.
3. Been hired prior to April 1 of the current year.

**Section 3. Promotions** - Bargaining unit employees who are promoted or assigned to positions in a higher pay grade, shall be taken to the same salary in the new pay grade, and then increased by two Performance Levels up to the maximum Performance Level. In the event that the bargaining unit employee salary is not identified in the new pay grade, they shall be placed at the lowest pay grade of the promoted position.

**Section 4. Demotions** - Bargaining unit employees, who are demoted to a lower pay grade, shall be taken to the same salary in the new pay grade, and then decreased by two Performance Levels up to the lowest Performance Level. In the event that the bargaining unit employee salary is not identified in the new pay grade, they shall be placed at the highest pay grade of the demoted position.

**Section 5. Special Support Assignments** - When the Fire Department Administration identifies that a special support assignment is needed, the Fire Chief may determine it is necessary to make a temporary adjustment to a bargaining unit employee's salary. Bargaining unit employees who are assigned to conduct the special support assignments and placed on a forty-hour work week by the Fire Department Administration may be moved up a single pay grade for the duration of the assignment. Once an employee reaches the maximum Performance Level, they will only receive the annual Performance Plan adjustment.

**Section 6. Balanced Performance Plan 2006 – 2007** - The following annual wages shall be effective October 1, 2006, provided that this contract is ratified by all parties and approved by City Council prior to October 1, 2006. All existing employees shall receive a one-time length of service adjustment beginning October 1, 2006. See attached spreadsheet for the first year adjustments.

		<i>Performance Level</i>											
		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>
	F-12	47,996.00	49,915.84	51,916.80	53,998.88	56,162.08	58,406.40	60,731.84	63,165.44	65,680.16	68,303.04	71,034.08	73,873.28
<b>Captain</b>	F-11	46,157.28	47,996.00	49,915.84	51,916.80	53,998.88	56,162.08	58,406.40	60,731.84	63,165.44	65,680.16	68,303.04	71,034.08
	F-10	44,372.64	46,157.28	47,996.00	49,915.84	51,916.80	53,998.88	56,162.08	58,406.40	60,731.84	63,165.44	65,680.16	68,303.04
	F-9	42,669.12	44,372.64	46,157.28	47,996.00	49,915.84	51,916.80	53,998.88	56,162.08	58,406.40	60,731.84	63,165.44	65,680.16
<b>Engineer</b>	F-8	41,019.68	42,669.12	44,372.64	46,157.28	47,996.00	49,915.84	51,916.80	53,998.88	56,162.08	58,406.40	60,731.84	63,165.44
	F-7	39,451.36	41,019.68	42,669.12	44,372.64	46,157.28	47,996.00	49,915.84	51,916.80	53,998.88	56,162.08	58,406.40	60,731.84
	F-6	37,937.12	39,451.36	41,019.68	42,669.12	44,372.64	46,157.28	47,996.00	49,915.84	51,916.80	53,998.88	56,162.08	58,406.40
	F-5	36,476.96	37,937.12	39,451.36	41,019.68	42,669.12	44,372.64	46,157.28	47,996.00	49,915.84	51,916.80	53,998.88	56,162.08
<b>Firefighter</b>	F-4	35,070.88	36,476.96	37,937.12	39,451.36	41,019.68	42,669.12	44,372.64	46,157.28	47,996.00	49,915.84	51,916.80	53,998.88
	F-3	33,718.88	35,070.88	36,476.96	37,937.12	39,451.36	41,019.68	42,669.12	44,372.64	46,157.28	47,996.00	49,915.84	51,916.80
	F-2	32,420.96	33,718.88	35,070.88	36,476.96	37,937.12	39,451.36	41,019.68	42,669.12	44,372.64	46,157.28	47,996.00	49,915.84
<b>Firefighter/Non-EMT</b>	F-1	31,123.04	32,420.96	33,718.88	35,070.88	36,476.96	37,937.12	39,451.36	41,019.68	42,669.12	44,372.64	46,157.28	47,996.00

**Section 7. Balanced Performance Plan 2007 – 2008** - The following annual wages shall be effective October 1, 2007, provided that this contract is ratified by all parties and approved by City Council prior to October 1, 2006.

		<i>Performance Level</i>											
		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>
	F-12	49,915.84	51,912.47	53,993.47	56,158.84	58,408.56	60,742.66	63,161.11	65,692.06	68,307.37	71,035.16	73,875.44	76,828.21
<b>Captain</b>	F-11	48,003.57	49,915.84	51,912.47	53,993.47	56,158.84	58,408.56	60,742.66	63,161.11	65,692.06	68,307.37	71,035.16	73,875.44
	F-10	46,147.55	48,003.57	49,915.84	51,912.47	53,993.47	56,158.84	58,408.56	60,742.66	63,161.11	65,692.06	68,307.37	71,035.16
	F-9	44,375.88	46,147.55	48,003.57	49,915.84	51,912.47	53,993.47	56,158.84	58,408.56	60,742.66	63,161.11	65,692.06	68,307.37
<b>Engineer</b>	F-8	42,660.47	44,375.88	46,147.55	48,003.57	49,915.84	51,912.47	53,993.47	56,158.84	58,408.56	60,742.66	63,161.11	65,692.06
	F-7	41,029.41	42,660.47	44,375.88	46,147.55	48,003.57	49,915.84	51,912.47	53,993.47	56,158.84	58,408.56	60,742.66	63,161.11
	F-6	39,454.60	41,029.41	42,660.47	44,375.88	46,147.55	48,003.57	49,915.84	51,912.47	53,993.47	56,158.84	58,408.56	60,742.66
	F-5	37,936.04	39,454.60	41,029.41	42,660.47	44,375.88	46,147.55	48,003.57	49,915.84	51,912.47	53,993.47	56,158.84	58,408.56
<b>Firefighter</b>	F-4	36,473.72	37,936.04	39,454.60	41,029.41	42,660.47	44,375.88	46,147.55	48,003.57	49,915.84	51,912.47	53,993.47	56,158.84
	F-3	35,067.64	36,473.72	37,936.04	39,454.60	41,029.41	42,660.47	44,375.88	46,147.55	48,003.57	49,915.84	51,912.47	53,993.47
	F-2	33,717.80	35,067.64	36,473.72	37,936.04	39,454.60	41,029.41	42,660.47	44,375.88	46,147.55	48,003.57	49,915.84	51,912.47
<b>Firefighter/Non-EMT</b>	F-1	32,367.96	33,717.80	35,067.64	36,473.72	37,936.04	39,454.60	41,029.41	42,660.47	44,375.88	46,147.55	48,003.57	49,915.84

**Section 8. Balanced Performance Plan 2008 – 2009** - The following annual wages shall be effective October 1, 2008, provided that this contract is ratified by all parties and approved by City Council prior to October 1, 2006.

		<i>Performance Level</i>											
		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>
	F-12	51,912.47	53,988.97	56,153.21	58,405.19	60,744.91	63,172.36	65,687.56	68,319.74	71,039.66	73,876.57	76,830.46	79,901.34
<b>Captain</b>	F-11	49,923.71	51,912.47	53,988.97	56,153.21	58,405.19	60,744.91	63,172.36	65,687.56	68,319.74	71,039.66	73,876.57	76,830.46
	F-10	47,993.45	49,923.71	51,912.47	53,988.97	56,153.21	58,405.19	60,744.91	63,172.36	65,687.56	68,319.74	71,039.66	73,876.57
	F-9	46,150.92	47,993.45	49,923.71	51,912.47	53,988.97	56,153.21	58,405.19	60,744.91	63,172.36	65,687.56	68,319.74	71,039.66
<b>Engineer</b>	F-8	44,366.89	46,150.92	47,993.45	49,923.71	51,912.47	53,988.97	56,153.21	58,405.19	60,744.91	63,172.36	65,687.56	68,319.74
	F-7	42,670.59	44,366.89	46,150.92	47,993.45	49,923.71	51,912.47	53,988.97	56,153.21	58,405.19	60,744.91	63,172.36	65,687.56
	F-6	41,032.79	42,670.59	44,366.89	46,150.92	47,993.45	49,923.71	51,912.47	53,988.97	56,153.21	58,405.19	60,744.91	63,172.36
	F-5	39,453.48	41,032.79	42,670.59	44,366.89	46,150.92	47,993.45	49,923.71	51,912.47	53,988.97	56,153.21	58,405.19	60,744.91
<b>Firefighter</b>	F-4	37,932.66	39,453.48	41,032.79	42,670.59	44,366.89	46,150.92	47,993.45	49,923.71	51,912.47	53,988.97	56,153.21	58,405.19
	F-3	36,470.34	37,932.66	39,453.48	41,032.79	42,670.59	44,366.89	46,150.92	47,993.45	49,923.71	51,912.47	53,988.97	56,153.21
	F-2	35,066.51	36,470.34	37,932.66	39,453.48	41,032.79	42,670.59	44,366.89	46,150.92	47,993.45	49,923.71	51,912.47	53,988.97
<b>Firefighter/Non-EMT</b>	F-1	33,662.68	35,066.51	36,470.34	37,932.66	39,453.48	41,032.79	42,670.59	44,366.89	46,150.92	47,993.45	49,923.71	51,912.47

**Section 9. Incentives** - In lieu of paying bargaining unit employees for working out of classification, bargaining unit employees will be compensated based on certification incentives. Bargaining unit employees who receive the listed certifications through the State of Florida, or the related agency, shall be compensated for that certification as listed below and shall work in that capacity if applicable. The Fire Chief has the sole authority and discretion to interpret and determine if this has been violated, and determine what ramifications are appropriate.

**Firefighter/EMT**

**Incentive Pay**

- Paramedic (All New Hires)
- Fire Apparatus and Pump Operator
- CPR Instructor
- Fire Inspector I
- Fire Instructor I
- Fire Investigator I
- Firefighter Supplemental Compensation Programs (Funded by the State of Florida)
- Hazardous Materials Technician

**Engineer – (Driver/Senior Paramedic)**

**Incentive Pay**

CPR Instructor  
Fire Inspector I  
Fire Instructor I  
Fire Investigator I  
Hazardous Materials Technician  
Paramedic (New Promotions)  
Fire Officer I  
Firefighter Supplemental Compensation Programs (Funded by the State of Florida)

**Captain**

**Incentive Pay**

CPR Instructor  
Fire Inspector II  
Fire Instructor II  
Hazardous Materials Technician  
Paramedic (New Promotions)  
Fire Investigator I  
Firefighter Supplemental Compensation Programs (Funded by the State of Florida)  
Fire Officer II

**Applies only when it is an incentive:**

Paramedic	\$200 per pay period	(\$5,200 annually)
Fire Apparatus and Pump Operator	\$40 per pay period	(\$1,040 annually)
CPR Instructor	\$10 per pay period	(\$260 annually)
Fire Instructor I	\$25 per pay period	(\$650 annually)
Fire Instructor II	\$25 per pay period	(\$650 annually)
Fire Investigator I	\$25 per pay period	(\$650 annually)
Fire Investigator II	\$25 per pay period	(\$650 annually)
Fire Inspector I	\$25 per pay period	(\$650 annually)
Fire Inspector II	\$25 per pay period	(\$650 annually)
Fire Officer I	\$25 per pay period	(\$650 annually)
Fire Officer II	\$25 per pay period	(\$650 annually)
Hazardous Materials Technician	\$25 per pay period	(\$650 annually)
Firefighter Supplemental Compensation Programs		

(Paid by State of Florida)

- Associate Degree in job related degree (\$50 per month)
- Bachelor Degree in job related degree (\$110 per month)

**Section 10. USAR Canine** - Employees approved to participate in the USAR Canine program will be compensated at a rate of \$200 per pay period (\$5,200 annually). The Fire Chief or designee retains the right to disband or modify the Canine program.

## ARTICLE 18

### WORKERS' COMPENSATION

**Section 1.** All employees of the City are covered by Workers' Compensation insurance as required by law. It is incumbent upon each employee to immediately report any injury or illness while on the job to his/her immediate supervisor, but in no case should the report be made later than twenty-four (24) hours or the next scheduled workday following the incident.

#### **Section 2. Injuries**

1. It is necessary to complete all appropriate form(s). These forms are required to be prepared and forwarded to the Fire Department Administration prior to the end of the shift. In the event the employee is unable to complete the forms, the employee's supervisor shall complete the forms with the information they have and forward it to the Fire Department Administration prior to the end of the shift. The employee must complete all required department reports. Failure to immediately report a work-related injury to the employee's immediate supervisor or to the Fire Department Administration within 24 hours of the time of occurrence of the injury shall result in a loss of all work-related pay under this Article unless such failure to report was: (a) caused solely by and as a direct result of the employee's injuries or (b) resulted from the occurrence of an event over which the employee had no control in the opinion of the Fire Chief.
2. All subsequent lost work time due to the same injury or accident will require a Request Time Off form and a copy of the initial Accident/Incident Investigation Report Form to be sent to Human Resources before the end of the pay period. Human Resources will verify that the time missed by the employee coincides with the type of injury designated on the Accident/Incident Investigation Report Form. A copy of the Request Time Off form will be forwarded to Payroll with the timesheets as well.
3. Absences due to workers' compensation injuries are categorized as either Preventable Injury, or Non-Preventable Injury. The employee may appeal this recommendation in writing to the City Manager within five (5) days of receipt of the recommended action from the Department Director.

#### **Section 3. Preventable Injury**

1. Preventable injury is defined as an injury wherein all reasonably expected measures were not taken to prevent the injury.
2. An employee sustaining a lost time Preventable Injury must use accrued sick and/or vacation leave for the first five (5) consecutive working days of absence. Workers' Compensation does not cover wages lost if an employee returns to work prior to seven (7) calendar days from the date of

injury. In the event the lost time exceeds 21 calendar days from the date of injury, workers' compensation will pay for lost time (66-2/3%) back to the first day and appropriate action may be taken to restore the leave time used. (Reimbursement to the City for hours paid.)

3. Compensation for a Preventable Injury is limited to leave pay and amount paid by the workers' compensation insurance carrier.
4. Employees may receive a combination of workers' compensation benefits and vacation/sick pay in order to retain their normal pay amount during lost time.

#### **Section 4. Non-Preventable Injury**

1. Non-Preventable Injury is defined as an injury wherein all reasonably expected measures were taken to prevent the injury.
2. Procedure - When there is a Non-Preventable Injury the respective department director will provide full documentation to substantiate the request for Non-Preventable Injury status for the citywide Safety Committee's recommendation and the City Manager's approval. The basic requirement that must be satisfied is that the employee was acting within the proper degree of all standards and that all material requirements of the assigned duties and safety regulations were met. The Non-Preventable Injury status shall not exceed six (6) months.
3. Review - Each approved Non-Preventable Injury status will be subject to review every 30 days. The department director will provide to the City Manager a written review based on personal contact with the injured employee and a report from the physician stating the estimated date of return to full duty.
4. The City reserves the right to have each employee on Non-Preventable Injury status examined by a physician selected by the City and to review the medical records of the employee as maintained by the hospital and/or physician. In the event of a difference of opinion regarding the injury and/or prognosis, the City medical opinion will prevail in determining the Non-Preventable Injury status. If it is determined that the employee's physical condition will permit, the employee may be required to report for alternative duty.
5. Compensation - During the Non-Preventable Injury period, days 1 through 7 will be payroll coded ILOD (Code #68) to receive full pay with normal withholding taxes taken. Workers' Compensation does not cover wages lost if an employee returns to work prior to seven (7) calendar days from the date of injury. In the event the lost-time exceeds 21 calendar days from the date of injury, workers' compensation will pay for lost time (66-2/3%) back to the first day and appropriate action will be

taken to restore the leave time used. (Reimbursement to the City for hours paid.)

a) Beginning on the 8th day of absence, the payroll code ILOD (#68) continues to be used, however the number of payable hours is reduced to 1/3 the employee's normal scheduled workday. It is the responsibility of the department payroll preparer to code the 1/3 payroll hours as indicated below:

- (1) 8 hour days = 2.67 hours
- (2) 10 hour days = 3.33 hours
- (3) 12 hour days = 4.00 hours
- (4) 24 hour days = 8.00 hours

b) The 1/3 salary is the taxable amount of salary the employee is entitled to receive from the City. The remaining 2/3rds salary will be provided directly by Workers' Compensation and is non-taxable salary. The 1/3 salary received from the City in conjunction with the 2/3 salary received from Workers' Compensation constitutes the employee's full salary.

c) If an employee's taxable earnings are not enough to cover payment of selected deductions; i.e., IAFF dues, Pre-paid Legal, additional life insurance, arrangements should be made through Human Resources for payment of these deductions in order to keep them in effect. Each employee is responsible for payment of these deductions.

d) In the event the estimated return to full duty is beyond the six (6) month period, a review board (Department Director, Human Resources Director and City Manager) will meet and render a decision that must indicate one of the following:

- (1) At the end of the six (6) month period, 1/3 regular pay will be discontinued; and Workers' Compensation checks will be mailed directly to the employee;
- (2) Assign alternative duty; and,
- (3) Recommend retirement (medical or disability).

6. Length of Service Date - Absence in excess of ninety (90) days or more shall cause the length of service date to be deferred for an equivalent length of time.

## **Section 5. Vehicular Accidents**

1. Vehicular accidents shall be classified as either "Avoidable" or "Non-Avoidable".

2. Avoidable – Any vehicular accident whereby all the Rules of the Road were not adhered to.
3. Non-Avoidable – Any vehicular accident whereby all the Rules of the Road were adhered to, and the driver could not do anything to prevent the accident, however, the accident still occurred.
4. Procedure – When a vehicular accident occurs, the Department Director will provide full documentation to substantiate the request for “Avoidable” or “Non-Avoidable” status. The employee may appeal this recommendation in writing to the City Manager within five (5) days upon receipt of notification of the recommended action from the Department Director.
5. Substance Abuse/Alcohol Testing –
  - a) An employee involved in a vehicular accident (with another vehicle or property) will be required to take a substance abuse/alcohol test if the police officer determines the employee was at fault or the employee’s department director or designee determines at the scene that the employee could have avoided the accident. The employee shall be escorted by his/her supervisor or designee to the approved City testing location and tested for substance abuse/alcohol. The employee shall return to work on light duty status until the results of the substance abuse/alcohol test are submitted to the Fire Department Administration and indicate a negative reading. In the event that the incident occurs during the end of a pay period and the light duty schedule does not permit the completion of all remaining hours, the employee will be permitted to work a modified schedule as approved by the administration. Refusal to submit to substance abuse/alcohol testing may be grounds for dismissal.
  - b) If an employee’s test result is confirmed to be positive, it will be given consideration in determining any discipline action up to and including termination of employment for the event or circumstances which led to the test.
  - c) If employment is continued, the employee will be required to attend a medical evaluation, testing and prescribed treatment as directed by the City. The employee may also be required to participate in follow-up activities that may include further evaluation, testing, treatment and/or counseling. Additionally, the employee will be subject to unannounced substance abuse testing during the twelve-month period following the positive test.
  - d) An employee, who fails to follow the substance abuse/alcohol requirements of this policy, and/or test positive on additional

follow-up tests, will be subject to disciplinary action up to and including termination of membership.

## **Section 6. Procedures for Treatment of Injuries/Exposure**

- 1.** Injuries and infectious disease exposures that are NOT considered an emergency situation, i.e., requiring immediate medical attention or non-life threatening such as bruises, sprains, muscle strains, minor lacerations and similar injuries, and that take place DURING REGULAR BUSINESS HOURS (8:00 AM - 5:00 PM Monday through Friday) should be reported as follows:
  - a)** Human Resources will contact the designated facility to advise that an injured employee is enroute to their facility and to provide the proper authorization for the employee to receive medical attention. Human Resources will instruct the employee to proceed to the designated facility.
  - b)** Substance Abuse/Alcohol Testing: An employee injured on duty requiring medical treatment from the designated facility will be given a substance abuse test as part of the injury treatment. The employee shall be escorted by his/her supervisor or designee to the approved City testing location and tested for substance abuse/alcohol. The tested employee will not resume normal duties until results are determined and will work in a light duty capacity. In the event that the incident occurs during the end of a pay period and the light duty schedule does not permit the completion of all remaining hours, the employee will be permitted to work a modified schedule as approved by the administration.
  - c)** If an employee's test result is confirmed to be positive, it will be given consideration in determining any discipline action up to and including termination of employment for the event or circumstances which led to the test.
  - d)** If employment is continued, the employee will be required to attend a medical evaluation, testing and prescribed treatment as directed by the City. The employee may also be required to participate in follow-up activities that may include further evaluation, testing, treatment and/or counseling. Additionally, the employee will be subject to unannounced substance abuse testing during the twelve-month period following the positive test.
  - e)** An employee, who fails to follow the substance abuse/alcohol requirements of this policy, and/or test positive on additional follow-up tests, will be subject to disciplinary action up to and including termination of membership.

2. Injuries and infectious disease exposures that occurs AFTER REGULAR BUSINESS HOURS (5:00 PM - 8:00 AM Monday through Friday) or on a weekend and is NOT an emergency situation (i.e., requiring immediate medical attention or non-life threatening such as bruises, sprains, muscle strains, minor lacerations and similar injuries), the employee should do the following:
  - a) The injured or exposed employee should notify their immediate supervisor to have a Paramedic apply first aid. The supervisor should drive the employee to the station when appropriate.
  - b) Should the Paramedic determine that additional medical attention is necessary, the employee should go directly to the Emergency Room at University Community Hospital or the most appropriate Emergency Room. Request an "Ability to Work Form" be completed by the attending physician and given to the employee before leaving the hospital.
  - c) Call the designated facility the next business day (8:00AM - 5:00PM Monday through Friday) for an appointment for follow-up care.
  - d) Should the Paramedic determine that the employee's injury or exposure needs additional medical attention but is not an emergency, the Paramedic will apply first aid and instruct the employee to contact the designated facility on the next regular business day (8:00 AM - 5:00 PM Monday through Friday).

## **Section 7. Medical Care and Follow-up Treatment**

1. Once an employee has been seen at the designated care facility, Fire Department Form 1.2.1 Medical Clearance Form will be completed by the attending physician (after each visit) indicating the diagnosis of the injury/exposure, remarks and a treatment plan, if necessary. The employee will be counseled by the physician regarding any restrictions and will be given the necessary follow-up care/light duty instructions. The employee will be responsible for obtaining this form and ensuring that the form is completed. If there is a delay in getting the form completed, and the employee was verbally cleared, the employee shall be docked Sick or Vacation Leave for the amount of work time until the form is completed.
2. It is the employee's responsibility to notify his/her supervisor of current work status immediately after each physician appointment, including outside referral physician appointments.
3. Depending on the nature of the injury, the designated Physician will determine whether or not the employee needs specialized treatment and will arrange for referrals. In cases where the employee is referred to a specialist, the designated facility will be considered the injured

employee's primary care physician and will monitor all medical treatment and progress. The designated facility will be responsible for certifying that the injured employee is fit to return to work or light duty.

## **Section 8. Employee Responsibilities**

1. It is the employee's responsibility to keep ALL appointments. Cancellations should be made prior to twenty-four (24) hours before any scheduled appointment time, including physical therapy appointments. If an employee misses any scheduled appointment, the designated facility Case Manager will notify the City's Human Resources office in writing that an appointment has been missed. Human Resources will contact the employee in writing requesting they reschedule the missed appointment. Should no follow-up with designated facility occur within one month from the date of the City's letter, the case will be closed.

## **Section 9. Light Duty Assignment**

1. An employee temporarily disabled prohibiting the performance of the employee's regularly assigned duties may be placed in a light-duty job position at the Fire Chief's discretion. A work related injury, illness or infectious exposure may prohibit the performance of regularly assigned duties, however, the employee may be able to perform other duties. Only employees with work related injuries, illnesses or infectious exposures will be eligible for light-duty assignments. (Exception: For non work-related injuries, illnesses or infectious exposures, at the Fire Chief's discretion, and for a limited time only, the Fire Chief may permit an employee to work on a light duty basis, on a first come, first serve basis.) With the City-designated physician's approval, the employee will report upon request to the Fire Department headquarters for assignment of duties within the Fire Department, provided light duty work is available. The employee will only work 8 hours of light-duty each day, Monday through Friday, excluding Saturday, Sunday, and holidays. In the event the employee disagrees with the physician's opinion that light-duty is acceptable, the employee may select a second physician approved by the City. If the second physician disagrees with the first physician's opinion, a third physician may be selected by the employee and approved by the City and the third physician's opinion shall be final. If an employee refuses light duty, Workers' Compensation benefits will be denied. If an employee is denied Workers' Compensation benefits for refusing light-duty as set forth above, the employee may request a medical leave of absence provided the request is substantiated by the employee's personal physician. When an employee is placed on light-duty, the employee's salary shall not be less than the compensation level the employee would normally receive on Workers' Compensation. An employee on light-duty shall not receive less than his/her full pay. The City is under no obligation to create a light-duty assignment for an employee and the provision of light-duty for an employee shall not be precedent for providing light-duty for another employee. An employee who requests sick/vacation leave will

be charged sick/vacation leave up to a maximum of 8 hours. An employee who requires physical therapy and rehabilitation by the doctor will not be charged for this time.

## ARTICLE 19

### **BEREAVEMENT LEAVE**

**Section 1.** Employees covered by this Agreement may be granted, upon approval of the Fire Chief or his designee, time off with pay at straight time rate, and indicated on the time sheet as Funeral Leave, in accordance with the Personnel Rules and Regulations to attend the funeral in the event of a death in the employee's immediate family. In the event that a death occurs while the employee is working, the employee will be granted the remainder of the shift off as Bereavement Leave, in addition to what is permitted within the Personnel Rules and Regulations.

**Section 2.** For the purpose of this article, the employee's immediate family shall be defined as the employee's spouse, child, current stepchild, parent, current stepparent, brother, sister, current stepbrother, current stepsister, grandparent, current father-in-law, current mother-in-law, current sister-in-law and current brother-in-law.

**Section 3.** Should an employee require additional time other than provided in Section I of this article, he/she may request the additional time from the Fire Chief or his designee. Any additional time used may be charged to annual leave if the employee has hours accrued that can be charged. Bereavement leave shall not be counted toward the computation of overtime.

**Section 4.** The employee shall provide proof of death in his immediate family as defined in Section 2 of this article before compensation is approved. The Fire Chief shall decide what form of proof is required.

## ARTICLE 20

### CIVIL LEAVE

**Section 1.** An employee covered by this Agreement who is subpoenaed as a witness on behalf of a public jurisdiction as a result of his/her official position with the City shall receive full pay equal to his/her normal work schedule for the hours he/she attends court or gives a deposition provided he/she remits to the City any subpoena and witness fees (not including any expense or mileage allowances) received from the court. Civil leave includes attending jury duty during scheduled working hours. Employees shall follow the department's Standard Operating Procedure 1.4.11 concerning voting in elections.

**Section 2.** An employee who is a joint party in interest with the City shall also be eligible for the pay benefit as provided in the above paragraph. In all other instances, an employee who becomes a plaintiff or defendant is not eligible for leave with pay.

**Section 3.** An employee subpoenaed to attend court shall promptly notify his/her immediate supervisor so that arrangements can be made for his/her absence from work.

**Section 4.** An employee who attends court for only a portion of a regular scheduled workday shall receive full pay equal to his/her normal work schedule for those hours. The employee is expected to report to his/her supervisor when excused or released by the court.

**Section 5.** An employee who attends court while on scheduled annual leave may be allowed to reinstate annual leave hours served in court when satisfactory evidence of the time served on such duty is presented to the Fire Chief or his designee.

**Section 6.** Time spent in court is the actual time required to report as stated on the subpoena or as scheduled continuing until released by the judge or other officer of the court including time traveled for regular scheduled hours.

**Section 7.** The employee shall provide the Fire Chief or his designee with proof of court service before compensation is approved.

**Section 8.** An employee who is required to give deposition shall comply with the conditions of this section.

**Section 9.** An employee who is, as a result of his/her official position with the City, required to attend court or a judicial hearing on behalf of the City that commences during his/her scheduled off-duty hours shall be paid and considered on-duty and on the clock from the time the court appearance begins until released by the court. All court time will be paid at a rate equal to the time actually spent in court. All hours mentioned above shall be counted toward computing overtime except for non-work related civil leave.

ARTICLE 21

**ANNUAL LEAVE**

**Section 1.** The purpose of annual leave is to provide a period of rest and relaxation with pay to improve morale and productivity.

**Section 2.** Accrual of paid annual leave shall be earned on the basis of regularly scheduled work hours on active pay status reflected in the following schedule:

<u>Hours accrued per hours worked</u>		
1.	0 through 4 years	0.0400
2.	5 through 15 years	0.0600
3.	Beginning 16 years	0.0800

**Section 3.** No employee shall be considered eligible for vacation leave of absence with pay until satisfactorily completing the first 6-months of the 12-month probation period following original employment or following a break in service.

**Section 4.** An employee's annual leave shall be based upon seniority within the Temple Terrace Fire Department. Procedural considerations that determine an employee's use of annual leave shall be in accordance with Fire Department's Standard Operating Guidelines (subject to final approval by the Fire Chief).

**Section 5.** Vacation time may be accrued up to four hundred fifty hours (450) during the period of active employment. Payment of unused vacation time shall be limited to the conditions of retirement, disability retirement, death, voluntary resignation, layoff or other such termination by proper authority while in good standing. An employee, or beneficiary (ies), shall receive payment for any unused annual leave accrued under these rules. Such payment shall be in addition to the payment of regular salary or wages through the last day worked. Payment for accrued annual leave will not be made to those persons whose employment is terminated in the absence of proper notice, or to any employee who has not satisfactorily completed an initial probation period.

**Section 6.** Employees shall take Vacation Leave in increments of not less than 8 hours.

**Section 7.** Employees shall not schedule time off that they currently do not have on the books. Hours accrued during a pay period shall not be eligible for use until the next pay period.

**Section 8.** Employees, who transfer from a 52-hour work week to a 40-hour work week, shall have their accumulated vacation leave hours adjusted to a 40-hour rate accrual. Employees who transfer from a 40-hour work week to a 52-hour work week, shall have their accumulated vacation leave hours adjusted to a 52-hour rate accrual.

## ARTICLE 22

### SICK LEAVE

**Section 1.** The Fire Department has established this policy to further explain the use of sick leave and to prevent its abuse. The City Rules and Regulations describe the permitted uses of sick leave and preside over any potential conflict. All bargaining unit employees shall accrue sick leave in accordance with the schedule listed below.

1. Employees working 2704 hours per year will accrue six (6) 24-hour sick days (144 hours) per year.
  - a)  $144 \div 2704 = 0.0533$  (accrual rate per hour worked)
2. Employees working 2080 hours per year will accrue twelve (12) 8-hour sick days (96 hours) per year.
  - a)  $96 \div 2080 = 0.0462$  (accrual rate per hour worked)

**Section 2.** When an employee has used all accrued sick leave, and at the Fire Chief's or designee's discretion, the employee may be permitted to use vacation leave as needed.

**Section 3.** Employees meeting the below criteria are required to submit a doctor's note or appropriate written verification of the necessity to utilize sick leave prior to returning or upon return to work. This is known as the Sick Leave Verification Program.

1. Consecutive Shifts Off
  - a) A fifty- two (52) hour per week employee who is out on sick leave in excess of two (2) consecutive shifts.
  - b) A forty (40) hour per week employee who is out on sick leave in excess of three (3) consecutive work days.
2. Every attempt should be made to schedule routine medical appointments on non-duty days. An employee must immediately notify their supervisor upon making a medical appointment when it is scheduled during their work shift. Notification to the supervisor the day of the appointment is not acceptable unless the appointment was made that day.
3. An employee having less than 30 hours of accumulated sick leave time, with the exception of probationary employees,
4. An employee may be required to provide written verification of sick leave at the request of their supervisor, with the approval of the Assistant Fire Chief or Fire Chief.

**Section 4.** When an employee is placed on the Sick Leave Verification Program due to Section 3.2, 3.3 and 3.4 of this policy, the following procedures will be followed:

1. The supervisor will notify the employee that they are being placed on the program via an informal counseling session.
2. The supervisor is to inform the employee that the medical documentation must be provided upon return to work.

3. Designate a six-month time frame, starting from the date the employee was placed on the program for this verification requirement.
4. Supervisors are to note improvement and deterioration in attendance with the employee and provide written documentation to the employee and the Assistant Fire Chief.

**Section 5.** At the end of the six-month time frame, a review should be made by the supervisor to determine whether to extend or remove the employee from the Sick Leave Verification Program.

**Section 6.** It is the responsibility of the supervisor to monitor the sick leave usage of all personnel assigned. It is their responsibility to track/note the instances in which medical documentation was provided.

**Section 7.** An absence is considered unexcused when proper written documentation has not been submitted **and** any one of the issues in Section A of this policy applies. (Written documentation verifies an employee is not capable of attending work.)

**Section 8. Discipline**

- |    |                           |                      |
|----|---------------------------|----------------------|
| 1. | First unexcused absence:  | Verbal Warning       |
| 2. | Second unexcused absence: | Written Warning      |
| 3. | Third unexcused absence:  | Suspension           |
| 4. | Fourth unexcused absence: | Possible Termination |

**Section 9. Release by City Physician**

1. The fire department reserves the right to send an employee for approval to return to work (prior to returning for work) to the approved city medical physician under the following circumstances:
  - a) An employee has been out of work for greater than 3 shifts; and/or
  - b) An employee has been hospitalized; and/or
  - c) An employee whose behavior raises concerns about his or her ability to perform in a responsible, safe manner.

**Section 10. Evaluation**

- a) The employee's use of sick time (excessive or minimal), including employee placement on the Sick Leave Verification Program, will be evaluated and included in the Reliability/Dependability section of the employee evaluation form.

**Section 11. Excessive Use of Sick Leave**

1. When an employee has exhausted all available sick leave, or utilizes Leave without Pay in lieu of using sick leave, and the employee is not covered under the Family Medical Leave Act, the following discipline shall be taken:
  - a) First unexcused absence: Written Warning
  - b) Second unexcused absence: Suspension

- c) Third unexcused absence: Possible Termination

**Section 12.** Employees shall take Sick Leave in increments of not less than 8-hours.

**Section 13.** Employees, who transfer from a 52-hour work week to a 40-hour work week, shall have their accumulated vacation leave hours adjusted to a 40-hour rate accrual. Employees who transfer from a 40-hour work week to a 52-hour work week, shall have their accumulated vacation leave hours adjusted to a 52-hour rate accrual.

## ARTICLE 23

### **EMPLOYEE INSURANCE BENEFITS**

**Section 1.** The City agrees to furnish employees hospitalization, medical, maternity, and major medical benefits.

**Section 2.** The City reserves the right to change, implement, and modify the plan and benefits, change carriers, or enter a self-insurance program, as deemed necessary in its discretion.

**Section 3.** The City will continue to provide the same Section 125 flexible spending account budget programs as provided to all City employees. Should the City terminate this flex spending program then the City will pay 100% of the cost of the lowest health care program provided by the City for single coverage.

**Section 4.** Employees desiring dependent/family coverage may elect to do so at their expense subject to any Section 125 pre-tax deduction, which may be available.

## ARTICLE 24

### **SAFETY AND HEALTH**

**Section 1.** The City and IAFF Local 3582 agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public.

**Section 2.** The City shall make reasonable provisions to ensure the safety and health of each employee during the hours of his/her employment. An employee shall be required to use all safety clothing and protective devices made available by the City and shall be required to observe safety rules promulgated for his/her protection. An employee shall immediately report any unsafe practice or condition of which he/she is aware to the shift officer in charge.

**Section 3.** The City and IAFF Local 3582 agree that an employee shall not be required to operate a vehicle or equipment that is unsafe. Any variance in the normal operating condition of a fire-fighting vehicle or equipment, which could be hazardous, shall be brought to the immediate attention of the shift officer in charge. In the event of an emergency, the officer in charge shall determine if a vehicle or equipment can be operated safely.

**Section 4.** The City and IAFF Local 3582 agree that an employee shall not be required to conduct an interior structural fire attack without four firefighters at the scene as outlined by State Fire Marshal's Rule 69A-62 and as modified and adopted by the State Fire Marshal's Office.

**Section 5.** An employee may be subject to disciplinary action if he/she fails to observe safety rules or fails to use provided safety equipment.

**Section 6.** The Department establishes an Occupational Health and Safety Committee in accordance with the Fire Department's Standard Operating Policy.

**Section 7.** The City shall issue each employee an individual air-pack facepiece. Subject to manufacturer's availability, a new employee shall receive his/her face piece within thirty (30) days of employment.

**Section 8.** Departmental Infectious Diseases Control procedures shall be followed if an on-duty employee is exposed to an infectious communicable disease.

**Section 9.** At an employee's request, the City shall provide Hepatitis and TB immunization and testing at no charge.

## ARTICLE 25

### **UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT**

**Section 1.** All uniforms, protective clothing, and equipment required by the City shall be provided without cost to the employee.

**Section 2.** Employees will receive the following items each year during the annual uniform order:

1. 3 uniform polo style shirts
2. 3 uniform t-shirts

**Section 3.** In addition to the above issued uniforms, each employee will receive \$150.00 annually to order other needed items. A list of uniform items will be provided to the employee for selection.

**Section 4.** Employees are required to have and maintain a Class A uniform at all times.

The Fire Chief shall consider input from the bargaining unit members and their representatives regarding uniforms, protective clothing, and equipment. The City shall provide the uniforms, protective clothing, and equipment appropriate by safe professional standards

ARTICLE 26

**EDUCATIONAL TUITION REIMBURSEMENT**

**Section 1.** The City shall offer the bargaining unit employees the same tuition reimbursement plan, which is in effect for all other City employees. The City shall also reimburse employees who choose to undertake the paramedic program in accordance with departmental procedures. The reimbursement program will be funded as long as funds are available.

**Section 2.** Employees seeking tuition reimbursement may request the reimbursement prior to the start of the class. Requests submitted following the start of a class will not be considered. The city has no obligation to fund the tuition reimbursement program.

**Section 3.** The Fire Department may provide funds, under no obligation, for employees who choose to undertake the paramedic program in accordance with departmental procedures. The funding for paramedic training will be funded as long as financing is available in the budget. All employees wishing to attend Paramedic class shall submit their request to the Fire Chief or designee by March 15 to be included in the next fiscal year. All funds for Paramedic training will be available starting in October.

ARTICLE 27

**IAFF LOCAL 3582 LEAVE BANK**

**Section 1.** A bargaining unit employee may voluntarily contribute a minimum of four (4) earned vacation leave hours to an IAFF Local 3582 leave bank in January and July of each year. Additional contributions will be permitted at other times of the year with the approval of the Fire Chief or designee.

**Section 2.** IAFF Local 3582 will establish a leave account for the purpose of enabling IAFF Local 3582 Executive Board members or a designee to attend education and IAFF Local 3582 conferences, seminars, and meetings without loss of pay or benefits provided there is an adequate balance in the IAFF Local 3582 leave account. All leave must be submitted in writing to the Fire Chief or designee with the payroll. If this is not submitted as part of the payroll submission, the request will be deferred until the appropriate documentation is physically received. The Human Resources Department shall review and validate all requests that are approved and certified by IAFF Local 3582.

**Section 3.** An employee shall not be allowed to withdraw days from the bank in excess of the days available in the bank at the time of withdrawal. The City shall not be liable for any IAFF Local 3582 leave days in excess of the number in the bank.

**Section 4.** IAFF Local 3582 leave bank may be used to help another employee who has exhausted all available sick leave

## ARTICLE 28

### PROMOTIONS

**Section 1.** The salary of a promoted employee shall increase as described in Article 18 Wages.

**Section 2.** The department shall generate and maintain an eligibility list when a promoted position becomes available. This list shall be presented to the Fire Chief at a Labor Management Meeting for review and posting.

**Section 3.** Eligibility List:

1. For promotion to Captain, an employee:
  - a) Must be currently employed by Temple Terrace Fire Department as a Driver Engineer, Senior Paramedic, or Engineer for a minimum of three (3) years, and have at least an EMT/D certification.
  - b) Must have the following certifications within two (2) years of promotion. An extension may be granted upon approval of the Fire Chief or designee. These requirements will be required for promotion after October 1, 2008.
    - (1) Must be certified through the State of Florida as a Fire Officer I.
    - (2) Must be certified through the State of Florida as a Fire Apparatus and Pump Operator.
    - (3) Must be certified through the State of Florida as a Fire Inspector I.
    - (4) Must be certified through the State of Florida as a Fire Instructor I.
    - (5) Must be certified through the State of Florida as a Paramedic.
  - c) All employees promoted to the position of Captain, will be required within four (4) years from the date of promotion to obtain an Associates Degree in Fire Science, Emergency Medical Service, Business or Public Administration and receive and maintain all required State of Florida certifications (Associates degree must be approved by the State of Florida for the firefighter incentive program). The employee will complete a minimum of three (3) classes per year towards the education requirements of the promotion. If an employee does not meet the timeframe requirements, the employee will be demoted.

2. For promotion to Engineer, an employee:
  - a) Must be employed by Temple Terrace Fire Department for two (2) years and have at least an EMT/D certification.
  - b) Must have the following certifications within two (2) years of promotion. An extension may be granted upon approval of the Fire Chief or designee. These requirements will be required for promotion after October 1, 2008.
    - (1) Must be certified through the State of Florida as a Fire Apparatus and Pump Operator.
    - (2) Must be certified through the State of Florida as a Paramedic.

**Section 4.** Filling of permanent promotional positions:

1. The filling of any promoted position is at the sole authority of the Fire Chief.
2. Upon the opening of a promoted position, the Fire Chief will be provided with the list of eligible candidates for promotion, as determined from the eligibility list. The list shall contain a minimum of three (3) names or the amount of open positions time a multiplier of 1.75 and rounded up, whichever is the higher number. (i.e. Two (2) positions would require four (4) people to be evaluated for promotion by the Fire Chief using the multiplier.)
3. In the event that the list presented to the Fire Chief does not contain the minimum amount of personnel, the Fire Chief may waive any one or more minimum qualifications if the selection process fails to provide a minimum of three (3) candidates for competitive assessment. The Fire Chief may also elect to seek qualified employees from outside the agency if this situation should occur.
4. The Fire Chief will decide the appropriate type of promotional process to be utilized, with input from the Labor Management Committee. This may include interviews, written testing, visual observation through temporarily working in the promoted position, presentations or assessment center to name a few.
5. The Fire Chief shall review and consider the personnel file of all candidates and consider all awards, letters of recommendations, performance evaluations, discipline and other pertinent information, prior to making a decision.

**Section 5.** Temporary vacancy:

1. Temporary Appointments - A temporary appointment is an appointment for less than six (6) months. This appointment is based on the eligibility list. In the event an eligibility list is not available, seniority in rank shall determine filling the temporary vacancy. Temporary appointments will be made when a promoted position is either vacant or the assigned employee is scheduled to be out of the position for more than ninety (90) days.

**Section 6. Training:**

1. Employees attending a college course to meet a mandatory requirement can attend the class providing they follow the criteria listed below.
  - a) The employee must immediately notify administration (upon registering for the class) of the dates and times of the class.
  - b) The employee will be given time off for the duration of the class and the travel time to and from the class. If an employee will not be returning to work, the employee will be required to secure the additional needed time off in accordance with the department.
  - c) The scheduled time off for the mandatory class may prevent additional employees from scheduling time off.
  - d) In the event the employee attending a mandatory class creates a situation where the shift is below staffing requirements, or that the minimum staffing requirements are not met, the staffing requirements will be permitted to be reduced temporarily for the duration of the class and for the travel time. Staffing will not be permitted to drop below 8 on-duty personnel.

**Section 7. Existing Open Positions**

1. Any promoted position(s) currently unfilled, on a permanent basis, at the time of ratification and implementation of this contract, shall fall under the sole provisions of this contract and the requirements established under this Article.

ARTICLE 29

**GRIEVANCE PROCESSING**

The parties agree to the following procedures for the resolution of grievances:

**Section 1.** An employee covered by this Agreement shall elect in writing (grievance form), whether he or she wishes to follow the City's grievance procedure as outlined in the Personnel Rules and Regulations, or the procedure outlined in this Agreement, but not both procedures. Said election shall be made at the time a written grievance is filed.

**Section 2.** With prior approval of the Fire Chief or designee, an IAFF Local 3582 representative will be allowed reasonable time off without pay for investigating, presenting and appealing grievances. The performance of this function by an IAFF Local 3582 representative shall in no way interrupt or interfere with the normal functioning of the Department.

**Section 3.** IAFF Local 3582 shall designate a grievance representative who shall be the Vice President of IAFF Local 3582 or his/her designee. It is understood that no employee will be recognized as an IAFF Local 3582 representative until IAFF Local 3582 has notified the City in

writing of his/her identify; and it shall be the responsibility of IAFF Local 3582 to keep the City informed by written notice to any changes made regarding such individuals.

**Section 4.** For the purposes of this Article, a working day is defined as Monday through Friday excluding Holidays.

## ARTICLE 30

### **GRIEVANCE PROCEDURES**

**Section 1.** A grievance is defined as any dispute involving the interpretation and application or alleged violation of any provision of this Agreement during the term of this Agreement. No other matter shall be considered a grievance or shall be the subject of arbitration. This paragraph shall be construed to exclude all other matters not meeting the definition of a grievance set forth herein.

**Section 2.** Every effort will be made by the employees, IAFF Local 3582 and the City to resolve a grievance informally and promptly at the first step with his/her immediate supervisor. An employee may be assisted or represented by a representative of the IAFF Local 3582 or designee (Lawyer, etc.) at his/her discretion at each step of the grievance procedure.

**Section 3.** A grievance may be submitted under this Article by IAFF Local 3582 as a general class grievance. Any general or class grievance shall be initially submitted to the Chief of the Fire Department (Step II).

1. **Step I** - The aggrieved employee may, with IAFF Local 3582 representation, submit a written grievance to the supervisor within ten (10) business days of the date the grievant knew or should have known of the matter giving rise to the grievance. The supervisor reserves the right to convene a meeting, at their discretion, with the grievant and, if applicable, the IAFF Local 3582 representative prior to the transmittal of the disposition of the grievance to the grievant.
  - a) The written grievance at this step, and at all steps thereafter, shall contain the following information:
    - (1) A statement of the grievance, including date of occurrence and details and facts upon which the grievance is based.
    - (2) The specific article and section of the Agreement alleged to have been violated.
    - (3) The action, remedy or solution requested by the employee.
    - (4) The signature of the aggrieved employee and, if applicable, the IAFF Local 3582 representative.
    - (5) The reason for rejection of the management's answer (if appealed).
    - (6) The date submitted.
  - b) The supervisor will hold a meeting within ten (10) business days after receiving the grievance, and within ten (10) business days after the meeting is held give an answer in writing to the grievant.

2. **Step II** - If the grievance is not resolved at Step I, the grievant may submit a written appeal to the Fire Chief within ten (10) business days after receiving the written response from the supervisor. The Fire Chief will submit in writing, the disposition of the grievance to the grievant within ten (10) business days of receipt of the appeal. The Fire Chief reserves the right to convene a meeting, at his discretion, with the grievant and, if applicable, the IAFF Local 3582 representative prior to the transmittal of the disposition of the grievance to the grievant.
3. **Step III** - If the grievant is not satisfied with the response of the Fire Chief, the grievance appeal may be submitted in writing to the Human Resource Director within ten (10) business days after receipt of the response from the Fire Chief. The Human Resource Director or designee reserves the right to convene a meeting, at his discretion, with the grievant and, if applicable, the IAFF Local 3582 representative prior to the transmittal of the disposition of the grievance to the grievant. The Human Resource Director or designee will submit in writing his response within ten (10) business days after the receipt of the appeal or within ten (10) days after the grievance meeting if held.
4. **Time Limits**
  - a) A grievance is conclusively deemed waived and abandoned under this Agreement unless it is brought to the City's attention within ten (10) business days of the date the grievant knew or should have known of the act or failure to act which has given rise to the grievance.
  - b) The time limits of this grievance procedure may be extended by mutual agreement due to extenuating circumstances. In the event an extension is required, each party shall give the other party 24 hours notice that an extension is being sought. The parties acknowledge that these issues should be handled expeditiously.

## ARTICLE 31

### ARBITRATION

**Section 1.** If the grievance is not resolved in Step III, the aggrieved employee may, within fifteen (15) working days, submit a request for arbitration to the City Manager.

**Section 2.** Only grievances which satisfy each of the following conditions are subject to arbitration hereunder.

1. The written grievance and written demand for arbitration clearly identifies the section or provisions allegedly violated.
2. A demand for arbitration has been made in writing within fifteen (15) working days from and after receiving the City Manager or designee's answer.
3. The grievance was processed within the time limits set forth in Article 31.

**Section 3.** An arbitrator hereunder shall only have jurisdiction to determine whether or not The City of Temple Terrace violated the identified Agreement provision in the respect alleged in the written demand for arbitration, but he may consider, to the extent applicable, the entire Agreement in reaching such a decision.

**Section 4.** Upon transmittal of the request for arbitration the grievant will request from the Federal Mediation and Conciliation Service a list of seven (7) names of qualified arbitrators. Within ten (10) working days after the receipt of the list representatives of the parties will confer. The party filing the grievance will strike first. Each party shall have the right to reject one panel as a matter of right.

**Section 5.** The proceeding will be conducted in accordance with FMCS Rules and the Federal Rules of Evidence.

**Section 6.** The arbitrator's powers are strictly limited. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of the Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation and application of the Agreement. The arbitrator shall deal only with the grievance before him. The arbitrator shall be bound by any stipulation or joint submission of the parties.

**Section 7.** In case of a grievance involving any continuing or other money claim against The City of Temple Terrace, no award shall be made by the arbitrator which shall allow any amount for more than ten (10) working days prior to the date when such grievance shall have been submitted or the exact date the matter being grieved would have been known to the employee by the exercise of reasonable diligence.

**Section 8.** The arbitrator shall be required to render his decision as quickly as possible.

**Section 9.** The decision of the arbitrator shall be final and binding on both parties.

**Section 10.** The arbitrator shall determine and stipulate as a part of the decision the amount to be paid by each party.

**Section 11.** The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party producing such participants and witnesses. In the event the witnesses are City employees, they shall be relieved from their normal duties for the purpose of their testimony with no loss of pay. At the conclusion of their testimony they shall be released to resume their normal duties. Participation in the proceeding shall not obligate the City to the payment of overtime.

**Section 12.** All expenses in connection with attorney fees shall be paid by the party employing the attorney.

**Section 13.** Arbitration shall not be permitted for the determination of the lawfulness of any state or local law or ordinance, including, the City Charter, nor shall arbitration be permitted for the determination of the lawfulness of the City's Personnel Rules and Regulations or the rules, regulations and general orders of the Fire Department except as it relates to the terms and conditions of this Agreement.

**Section 14.** No evidence or defense may be represented at arbitration, which has not previously been documented during the processing of the grievance through Step III. Any evidence which comes to light following the proceedings at Step III may be used in arbitration if previously documented in writing to the other party in order to give the opposing party an opportunity to resolve the grievance prior to conducting arbitration proceedings.

**Section 15.** The promotion, demotion, discipline and dismissal of an employee is not subject to arbitration.

## ARTICLE 32

### SENIORITY

**Section 1.** Definition:

- A. Seniority is hereby defined as continuous length of service with the City Fire Department. Continuous service is defined as the period of employment not interrupted by resignation, dismissal, retirement, quitting without notice, or any other termination of employment. An extended leave with or without pay of ninety days or more shall cause the anniversary date to be deferred for an equivalent length of time (except if stated otherwise in the Personnel Rules and Regulations).
- B. Seniority shall be used for vacation selection, station bidding, layoff and recall, Kelly Day selection and related matters. The application of the seniority may be applied based on shift(s), time in position or other similar circumstances as determined by the Fire Chief or designee and the Labor Management Board. In the event that an agreement cannot be reached, seniority will be utilized as outlined in Section 1.

## ARTICLE 33

### **REDUCTION IN FORCE**

**Section 1.** A reduction in the number of positions occurs when functions or organizational units have been eliminated or consolidated due to budgetary constraints or changes in service delivery requirements or methods.

**Section 2.** The employee's termination under this article results from a reduction-in-force. This termination does not result from any disciplinary action and in no way shall affect the employee's COBRA, unemployment compensation, and other statutory rights and benefits.

**Section 3.** **Seniority** is hereby defined as continuous length of service with the City Fire Department. **Continuous Service** is defined as the period of employment not interrupted by resignation, dismissal, retirement, quitting without notice, or any other termination of employment. An extended leave with or without pay of ninety days or more shall cause the anniversary date to be deferred for an equivalent length of time (except if stated otherwise in the Personnel Rules and Regulations).

**Section 4.** Seniority shall be used for vacation selection, station bidding, layoff and recall, Kelly Day selection and like and related matters.

**Section 5.** Reduction

- A. When a reduction in the work force is necessary, the City Manager shall notify the Director of Human Resources and the department directors of the affected positions.
- B. The employees in the affected positions shall be notified of their retention standing by combining seniority and performance factors as follows:
  - 1. Grant one (1) point for each completed calendar month of service in the affected classification's career ladder.
  - 2. Grant one-half (1/2) point for each completed calendar month held in any other classification outside of the affected classification's career ladder.
  - 3. Grant two (2) points for each evaluation rating point over 50 of the average score of the last three (3) annual performance evaluations.

Retention registers are prepared by ranking employees in order according to their retention standing with the employee having the highest retention first.

An employee shall not bump into another position in the same career ladder or outside the career ladder unless he/she has a higher retention standing than the employee who is bumped.

An employee shall not bump to another position that has a higher pay grade.

- C. The Director of Human Resources shall prepare a report outlining the options available to each employee affected by the reduction-in-force using the following guidelines:

1. A permanent employee shall have the following options:
    - a) Fill a vacant position in the same or lower job classification for which the employee is qualified. When more than one reduction-in-force employee meets the minimum qualifications, the employee with the most total seniority shall be given the first option to fill the vacancy.
    - b) Bump the employee with the least total retention standing in the same or lower job classification and within the same career ladder (job knowledge, skills, and abilities are similar and are prerequisites for promotional opportunities).
    - c) Bump the employee with the least citywide retention standing in a job classification outside the career ladder for which the employee is qualified and held within the preceding five (5) years.
    - d) Request a separation from the City. An employee selecting this option shall continue to work for at least thirty (30) days.
  2. A permanent employee with fifteen (15) years or more of continuous service with the City shall have the following additional options:
    - a) Request a separation from City employment. An employee selecting this option will receive thirteen (13) weeks severance pay.
    - b) Request City retraining to qualify for an existing or anticipated vacant position. The City's contribution toward this training shall not exceed \$1,500 and the employee will be granted up to six (6) months to obtain said training and qualify for said position. The employee must meet any prerequisites for the training. If upon successful completion of the training, the employee is not selected for a position the severance pay option in 3(b) (1) shall be made available to the employee.
- D. The Director of Human Resources shall provide the report to the City Manager and the affected department directors and employees in the positions identified in the reduction-in-force.
- E. The affected employee(s) shall notify the Director of Human Resources of the option selected within three (3) working days of the receipt of a reduction-in-force report.
- F. If an option affects additional employees, the Director of Human Resources shall prepare additional reduction-in-force reports as necessary.
- G. The Director of Human Resources will make a reasonable effort to assist each affected employee in obtaining suitable employment including EAP counseling, resume preparation, employment referrals, insurance options, and unemployment compensation information.

## **Section 6. Re-employment**

- A. The Department of Human Resources shall retain the name of each employee separated due to a reduction-in-force for twenty-four (24) months or until the person is re-employed with the City, whichever occurs first. The employee shall notify the Department of Human Resources in writing of any change in address.
- B. An employee affected by the reduction-in-force procedures shall be afforded the right of first refusal for vacant positions within the same or lower classification and for which the employee is qualified.
- C. An employee shall notify the Department of Human Resources of acceptance or refusal within seven (7) calendar days of notification of a vacant position. If the employee is qualified and refuses a position within the same or lower classification, the employee's name shall be removed from the reduction-in-force list, and he/she shall be considered separated from City employment.
- D. Upon re-employment, an employee who was separated due to a reduction-in-force will be afforded the current benefits available to other City employees and shall have his/her prior service reinstated.
- E. Upon re-employment in the same job classification, an employee separated due to a reduction-in-force will be compensated at the same rate of pay as at the time of separation or the new minimum rate for that class, whichever is greater. An employee accepting re-employment in a different job classification shall be compensated in accordance with the applicable section of the Personnel Rules and Regulations.

## ARTICLE 34

### **PERSONNEL FILES**

**Section 1.** The Human Resources Department shall be the repository of personnel files for bargaining unit employees for matters relating to the administration of the Agreement.

**Section 2.** An employee will have the right, upon request, to examine and copy, at the employee's expense, all material contained in his/her personnel file. The IAFF Local 3582 will have access to an employee's file upon his/her written authorization.

**Section 3.** An employee shall have the right to include written refutation of any material he/she considers to be detrimental in his/her personnel file.

ARTICLE 35

**SAVINGS CLAUSE**

**Section 1.** If any article or section of this Agreement becomes invalid, unlawful, or non-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 this Agreement.

**Section 2.** In the event of invalidation of any article or section, both the City and IAFF Local 3582 agree to meet within thirty (30) days of such determination to arrive at a mutually satisfactory replacement for such article or section

ARTICLE 36

**RESIDENCY REQUIREMENT**

All new employees will reside within one of the following counties, effective October 1, 1998:

1. Hillsborough
2. Pinellas
3. Polk
4. Manatee
5. Pasco
6. Hernando

ARTICLE 37

**PERFORMANCE APPRAISAL SYSTEM**

**Section 1.** Annually and prior to the end of August, all supervisors shall complete an evaluation for each employee whom they currently supervise. The evaluation shall comprise of the following:

1. 40 points - City of Temple Terrace Performance Review. Points will be assessed utilizing the chart below: (\*Evaluation scores will be rounded to the nearest tenth)

<b>Score</b>	<b>Points</b>	<b>Score</b>	<b>Points</b>
5	40	4	34
4.9	39.4	3.9	33.4
4.8	38.8	3.8	32.8
4.7	38.2	3.7	32.2
4.6	37.6	3.6	31.6
4.5	37	3.5	31
4.4	36.4	3.4	30.4
4.3	35.8	3.3	29.8
4.2	35.2	3.2	29.2
4.1	34.6	3.1	28.6
		3	28
<b>*Employees with an evaluation score below 3 would receive 0 points</b>			

2. 20 points - individual fire assessment
3. 20 points - individual medical assessment
4. 20 points - company fire/medical assessment

In the event that the employee was not supervised for the entire year, the supervisor shall contact the other supervisor for input.

**Section 2.** The individual and company criteria for assessment shall be established and made available for review and practice.

**Section 3.** The Fire Chief or their designee shall conduct annually, during the month of July and August, evaluations on the performance of the shift and each employee.

**Section 4.** The individual must achieve an accumulative score of 70 out of 100 possible points in order to receive the 4% merit increase on October 1<sup>st</sup> of each year.

## ARTICLE 38

### **PHYSICAL FITNESS AND WELLNESS PROGRAM**

**Section 1.** The City will provide all bargaining unit employees with the same physical fitness and wellness program that is offered to all other City employees.

**Section 2.** All employee medical information will remain confidential in compliance with applicable HIPAA standards. Only employee participation and compliance with the program will be shared between with the fitness/wellness provider and the city.

**Section 3.** The city will provide a fitness area at both stations and maintain all City purchased equipment for those areas.

## ARTICLE 39

### **TOBACCO PRODUCT USAGE**

**Section 1.** All employees hired after October 1, 2006, shall refrain from the use of tobacco on or off the job.

**Section 2.** All current employees shall utilize designated areas identified in the department's procedures/guidelines for tobacco usage.

**Section 3.** Violation of this provision shall be deemed just cause of disciplinary action by the City, up to and including dismissal.

## ARTICLE 40

### **TIME OFF FROM DUTY**

**Section 1.** An employee may be granted necessary time off from his/her duties with compensation for any of the following reasons, when such time off does not, in the judgment of the Fire Chief, interfere with the operation of the Department.

1. Attendance at professional or other conventions, institutes, courses, classes, seminars or meetings when such attendance is approved in advance by the Fire Chief or his/her designee. Attendance will be at the discretion of the Fire Chief except when the requested leave is for promotional requirements which will get first priority.
2. Attendance at in-service training and other in-service meetings when approved by the Fire Chief or designee.
3. Attendance at Fire Department sanctioned functions as approved by the Fire Chief or designee.
4. Leave may be cancelled at anytime by the Fire Chief or designee.

## ARTICLE 41

### **DAMAGED OR LOST EQUIPMENT**

**Section 1.** The parties agree that an employee is responsible for equipment that is lost or damaged due to misconduct or misuse of the equipment on the part of the employee. Lost and damaged equipment, as a result of traffic accidents, are included in the purview of this article. The parties agree that an employee may be required to pay up to a maximum of \$250 for the lost, or damaged equipment secondary to misconduct or misuse of the equipment on the part of the employee. The amount to be paid may not exceed the value of item. The Fire Chief or designee may assess deductions of between \$25 and \$50 per paycheck.

**Section 2.** Disciplinary Action for employees who damage or lose equipment due to misconduct or misuse will be progressive in application and will follow the below guidelines:

1<sup>st</sup> Offense – Oral Warning

2<sup>nd</sup> Offense (within 24 months of first offense) – Written Warning and assessment monetary fine

3<sup>rd</sup> Offense (within 24 months of first offense) - Suspension and assessment of monetary fine

4<sup>th</sup> Offense (within 24 months of first offense) – Possible Termination

## ARTICLE 42

### **JOB DESCRIPTIONS**

**Section 1.** It is understood by both parties to this Agreement that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and that employees may be required to perform duties not within their job descriptions if the work is similar, related, or a logical assignment to the position within the Fire Department as determined by the Fire Chief.

**Section 2.** The City reserves the right to review and modify the job descriptions, as it deems necessary in order to maintain the efficiency and effectiveness of the department.

**Section 3.** Loss of any required certification, license, diploma or driver license may subject the employee to disciplinary action up to and including termination.

**Section 4.** Loss of the privilege under the license of the Medical Director shall result in termination of the incentive pay.

ARTICLE 43

**CONTRACT DURATION**

**Section 1.** The City and the IAFF shall reopen negotiations no less than ninety (90) days prior to and no more than one hundred-twenty days prior to September 30, 2009.

**Section 2.** This contract and the Articles included, as part of this contract, shall remain in effect for a period of three (3) years.

**Section 3.** At the completion of this contract, each agency shall only be permitted to open and negotiate eight (8) articles plus wages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on this 20<sup>th</sup> day of September, 2006.

**FOR THE CITY OF TEMPLE TERRACE**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 3582**

By: \_\_\_\_\_  
Human Resources Director  
W. E. Hubbard

By: \_\_\_\_\_  
Captain/Paramedic – Henry Hartzner

By: \_\_\_\_\_  
Fire Chief – Clyde E. Hiers

By: \_\_\_\_\_  
Senior Paramedic – Carl Sullivan

By: \_\_\_\_\_  
Asst. Fire Chief – B. Keith Chapman

By: \_\_\_\_\_  
Firefighter/Paramedic – Mike Schaer

Ratified by the membership of the Temple Terrace Professional Firefighters the 12<sup>th</sup> day of September, 2006.

By: \_\_\_\_\_  
President – Carl Sullivan

Ratified by the City Council, City of Temple Terrace, Florida, the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Mayor – Joseph Affronti, Sr.

ATTEST:

\_\_\_\_\_  
City Clerk – Lisa Burns

\_\_\_\_\_  
City Manager – Kim Leinbach