

Agreement  
Between

*The City of  
New Port Richey*

And

**I.A.F.F.  
Local 1158**

**For Fiscal Years**

**2007 – 2008**

**2008 – 2009**

**2009 – 2010**

***NEW PORT RICHEY FIRE DEPARTMENT***  
***Mission Statement***

The Mission of the New Port Richey Fire and Emergency Services Department is to protect the lives and property of the citizens and of the visitors to New Port Richey by providing the highest possible levels of service through fire prevention, public education, fire suppression, emergency medical services and mitigation of the effects of natural and man-made disasters, consistent with the resources provided.

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*LOCAL 1158 MISSION STATEMENT*



Our Mission is to work cooperatively  
with labor and management to provide  
cost effective, top quality emergency  
services while ensuring and improving the safety and  
benefits for our members.

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## **PREAMBLE**

This Agreement is entered into by City of New Port Richey hereinafter referred to as the “Employer” and Clearwater Firefighters Inc., Local 1158 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the “Union”, for the purpose of promoting harmonious relations between the Employer and the Union, to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the basic and full agreement between the parties concerning wages, rates of pay, and other terms and conditions of [employment](#).

## **ARTICLE 1**

### **RECOGNITION**

**Section 1:** The Employer recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447.307, Florida Statutes.

**INCLUDED:** All persons in the classifications designated in PERC Order Number 98F-311, shall be in the bargaining unit.

**EXCLUDED:** All others shall be excluded.

**Section 2:** The IAFF hereby recognizes the City Manager or his representative as the Public Employer’s representative for the purpose of collective bargaining.

**Section 3:** Should the City establish new job classifications or positions within the Fire Department, the City shall provide 30 days notice to the Union of the establishment of such classification or position. If the parties cannot agree as to the proper placement of the classification or position within or outside the bargaining unit, either party may file the appropriate petition with PERC to resolve the issue.

The City and the Union agree that a joint petition may be filed with PERC to change the designation of Lieutenant to Captain still as an eligible member of the bargaining unit. There would be no changes except in title only. For future comparison of salary and benefits, the position will be compared with that of a company officer. It is understood that Non-members of the bargaining unit are currently holding the designation of Captain at this time.

It is understood that no changes to the existing Lieutenant designation will be made if the existing Captain title is not also changed to a rank title superior to the designation of Captain.

The parties agree that once the City effects the change to the current positions that have the rank of Captain (non-members of this bargaining unit); all references to Lieutenant and/or Captain in this agreement shall be interpreted to reflect the new designations.

Changes to existing rank designations shall be accomplished at the discretion of the Fire Chief.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 1.**

**Management Rights**

Florida Statute

447.209 shall govern this Agreement.

**Section 2.**

**Emergency Conditions**

If it is

determined that civil emergency conditions exist, and are declared, including, but not limited to, riots, civil disorders, strikes, hurricane conditions, or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City Manager during the term of the declared emergency provided that wage rates and other direct monetary payments shall not be suspended.

**Section 3.**

**Arbitration**

Nothing in this

Article shall be subject to Arbitration.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

**Section 1:** A “grievance” shall be defined as any dispute involving the interpretation, application or alleged violation of a specific clause or provision of this Agreement. No other matter shall be considered a grievance or shall be the subject of arbitration.

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

An employee shall discuss his complaint orally with the Lieutenant in charge of his/her station with or without the presence of a steward. The Lieutenant shall attempt

to resolve the complaint and shall indicate in writing the date of the discussion and the result of that discussion.

**Step 1:**

If the complaint is not resolved within ten (10) calendar days, a grievance may be submitted in written form by the employee to the Shift Captain within ten (10) calendar days.

The written grievance should set forth the following:

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

The Shift Captain will discuss the grievance with the employee with or without a Union Steward and give his answer, in writing, within ten (10) calendar days of receiving the written complaint by the submitting employee.

**Step 2:**

If the matter is not resolved, the employee may appeal the grievance in writing to the Assistant Chief within ten (10) calendar days from the date that the Shift Captain signed the grievance for step 2. A meeting between the Assistant Chief and the grieved employee with or without a Union Steward shall be held within ten (10) calendar days after the referral to the Assistant Chief. The Assistant Chief or his designee shall give his/her written answer within ten (10) calendar days after meeting with the aggrieved employee.

**Step 3:**

If the matter is not resolved, the aggrieved employee may appeal the grievance in writing to the Fire Chief within ten (10) calendar days after having received a written answer from the Assistant Chief. The Fire Chief shall give his/her answer within ten (10) calendar days after receiving the appeal.

**Step 4:**

If the matter is not resolved as provided in step 3, the Union Steward only may, within ten (10) calendar days, request a list of seven (7) arbitrators to be provided by the Federal Mediation and Conciliation Services from which, by mutual selection or striking, an arbitrator shall be selected. The Arbitrator's decision shall be final and binding as provided by law. The arbitrator's decision shall be given within thirty (30) calendar days after having received the arbitration briefs from Employer and the Union. The Arbitrator may not substitute his/her judgment for that of the Department, nor add to, delete from, modify or alter this contract.

**Section 3:** The costs of the arbitrator shall be borne equally by the parties, except that each party shall bear the costs of its attorneys and the cost of any transcripts desired by that party.

**Section 4:** An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of a grievance arising under the terms and conditions of employment covered by this Agreement. Nothing in this Article shall be construed so as to prevent any employee from presenting, at any time, his/her own grievances, and having such grievances adjusted without the intervention of the bargaining agent. However, if an employee chooses to process his/her own grievance, the Union must be invited to attend any meeting where the resolution of the grievance may occur. (FS 447.301(4)).

**Section 5:** Employees in an initial probationary status are not entitled to file a grievance. The Union is prohibited from filing a grievance on behalf of an employee in his/her initial probationary status. However, employees in their initial probationary period, with or without Union representation, may appeal to the Fire Chief for consideration, but are precluded from the arbitration process.

**Section 6:** The parties shall not be permitted to assert in any arbitration proceeding any evidence, which was not submitted at the Step 2 level.

**Section 7:** Nothing contained herein shall prohibit the employee from utilizing the Civil Service Board Procedures; except that once an employee proceeds according to the steps in this Agreement he/she shall not have access to that procedure for the resolution of the grievance. The employee shall make his/her selection in writing at Step 1.

**Section 8:** Grievances arising out of discharge, demotion or suspension shall be commenced within ten (10) calendar days of the action giving rise to the grievance and shall commence at Step 2 of the grievance procedure unless the employee elects to use the Civil Service Board Procedures.

**Section 9:** For purpose of computing time limits herein, all grievances filed at the first Step must be filed with the Station Lieutenant to which the aggrieved employee is assigned, and a day shall be considered to end at 11:59 p.m. In computing the time limits for all other Steps, but only for those Steps, a day for purposes of filing shall be considered to include until 4:30 p.m. on any day during which the Administration office is open. The time limits for all Steps of this article shall include only days in which the administrative office is open. Grievances may be processed during working hours by the aggrieved employee and union steward with prior approval of the Fire Chief or his/her designee.

#### **ARTICLE 4** **NO STRIKE**

**Section 1.** Florida Statute 447.505, 447.507 and 447.509 shall govern this Agreement.

**Section 2.** Should the Union or employees covered by this Agreement breach this Article, the City may then proceed against the Union as covered in State and Federal Law. The City would also be entitled to injunctive relief for the breach of this Article.

**Section 3.** Should any member of the bargaining unit be found guilty of conduct prohibited under Florida Statute 447,505 and/or 447.509, he/she shall be subject to dismissal, and it is expressly agreed that such violation constitutes just cause for dismissal.

**Section 4.** Nothing in this Article shall be subject to Arbitration.

#### **ARTICLE 5** **STEWARDS**

**Section 1:** The Employer agrees to recognize one Union representative and one alternate designated by the Union. The Union shall notify the Employer in writing of the name of the official bargaining unit representative and alternate.

**Section 2:** City work hours may be used by employees or Union Representatives for the conduct of Union organized meetings or other types of Union Business if requested and approved by the Fire Chief or his/her designee.

**ARTICLE 6**  
**CHECK OFF**

**Section 1:** Employees covered by this agreement may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for the payment of initiation fees, assessments or fines.

**Section 2:** The union will initially notify the Employer as to the amount of dues. Such notification will be certified to the Employer in writing signed by an authorized Officer of the Union. Changes in Union membership dues will be similarly certified to the Employer and shall be done at least one month in advance of the effective date of such change.

**Section 3:** Dues shall be deducted bi-weekly, and the funds deducted, minus service fee, shall be remitted to the Treasurer of the Union within thirty (30) days. The Union will indemnify, defend and hold the Employer harmless against any claim made and against any suits instituted against the Employer on account of payroll deduction of Union dues.

**Section 4.** In the event an employee's salary earnings within any pay period, after deductions for withholding, pension or social security, health and/or other standard deductions, are not sufficient to cover dues it will be the responsibility of the Union to collect its dues for that pay period from the employee.

**Section 5.** The Union agrees to pay the Employer a reasonable fee for the services of dues deduction and collection. The fee for dues deductions shall be twelve (\$0.12) cents per member per pay period for those who have authorized such deductions.

**Section 6.** The Union agrees to pay the Employer a reasonable fee for any changes in bargaining unit membership dues structure, at the rate of twelve (\$0.12) cents times the number of members having such deductions at the time of such change. In addition a flat fee of twelve (\$12.00) dollars shall apply to any such change. A check to cover these fees shall accompany the letter of authorization requesting such change.

**ARTICLE 7**  
**HOLIDAYS**

**Section 1:** The following legal holidays shall be observed:

New Year's Day  
Good Friday

Martin Luther King Day  
Memorial Day

Independence Day  
 Veterans Day  
 Day after Thanksgiving

Labor Day  
 Thanksgiving Day  
 Christmas Day

Four (4) Floating Holidays (8 Hours each)

One (1) Personal Leave Day (8 Hours)

One Additional Personal Leave Day (8 Hours) after five (5) year's seniority.

### **Section 2: Eligibility for Holiday Pay**

- A. The above listed holidays shall be paid in the following manner: employees working the holiday will be compensated with twelve (12) hours of straight time pay, those employees off duty shall receive eight (8) hours of straight time pay.
- B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
- C. The City Manager shall determine when any department, operation or section **or any portion thereof will be closed in observance of the holiday.**
- D. An employee must be on active pay status for his/her entire scheduled hours of duty or work his/her normal scheduled hours, on his/her regularly scheduled working day immediately prior to a holiday and his/her regularly scheduled working day immediately following a holiday in order to qualify for holiday pay. The intent of this section is to minimize the amount of unscheduled absences immediately before and/or immediately following a holiday identified in Section 1 of this Article.
- E. Employees, who are scheduled and required by their supervisor to work on the day observed as a holiday, must work that day to be eligible to earn holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick on that day will be charged sick leave for the day and be ineligible for holiday pay for that day.
- F. Fire Department employees who are on military leave, jury duty, funeral leave or any other scheduled leave with pay shall receive holiday pay in lieu of any time off credit should the holiday occur during such leave.

### **Section 3: Floating Holidays**

- A. The employee will give seventy-two (72) hours notice for the scheduling of Floating Holiday Time.
- B. Floating Holiday time must be scheduled in at least two (2) hour increments.

### **Section 4: Personal Leave Days**

- A. Personal Leave hours will be subtracted from annual sick leave. In the event an employee does not have credited sick leave hours, he/she shall not be eligible for personal leave until sufficient hours are accrued.
- B. Personal Leave shall not be accrued. Personal Leave must be used in the anniversary year in which it is earned or the hours will remain credited as sick leave hours.
- C. Use of Personal Leave will not affect the Medical Incentive Leave award.
- ~~D.~~ Personal Leave will be scheduled at least 72 hours in advance of the leave. Requests of emergency leave with less than 72 hours notice may be granted by the Fire Chief.

E. Personal Leave is allowed to be taken in two (2) hour increments.

**Section 5: Payment for Unused Leave**

Employees who voluntarily leave employment (retirement, resignation) shall be reimbursed for unused accrued time at the rates and manner as described in the City Rules and Regulations manual in effect at the time of ratification of this contract.

**ARTICLE 8**

**VACATIONS**

**Section 1: Annual Leave Accrual Rate**

A. Annual Leave will be accrued on a monthly basis and computed as of the anniversary date of the original hire of the employees covered by this contract who have been continuously employed from the date of employment or re-employment.

B. The vacation year shall be measured from October 1<sup>st</sup> to September 30<sup>th</sup> of the following year.

<u>Continuous Employment</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>
Up to 5 years	6 shifts per year	12 hours per month
5-6 years	7 shifts per year	14 hours per month
6-10 years	8 shifts per year	16 hours per month
Over 10 years	9 shifts per year	18 hours per month

C. Paid annual leave may not be taken during the first six (6) months of employment or re-employment, although it shall be accrued.

**Section 2: Carry Over**

A. It is the City’s policy that employees be absent from the job for vacation (rest and relaxation) purposes at least once a year for a minimum of two (2) weeks. The Chief or his designees are responsible for the scheduling of employees for annual leave purposes.

B. There shall be no carry-over of any annual leave hours in excess of the employee’s yearly accrual amount in accordance with the stated policy above in Section 1. The City Manager may, at his sole discretion, consider approving any additional carry-over due to operational requirements and based on the individual employee’s written request stating the reason why the additional carry-over of any hours should be considered.

**Section 3: Usage**

A. After completion of six (6) months of continuous service, employees shall be eligible to use annual leave as accrued.

B. Annual Leave shall normally be granted for periods of not less than two (2) hours.

C. With the consent of the Department, vacation will be selected in accordance with Special Order 95-300-3.

D. The request for Annual Leave shall be submitted in writing to the Chief or his/her designee not less than 72 hours prior to the beginning of the leave. Annual Leave may be taken only after the necessary approval is obtained.

E. If an emergency should arise requiring an employee to take annual **or personal** leave time for an emergency that does not allow for the 72 hour pre-approval time, said employee may call the shift supervisor no later than 0645 hrs and make the request. Each request must be approved by the Fire Chief (or designee) and shall be handled on a case by case basis.

Granting approval shall not be construed as precedence setting, and is solely made at the discretion of the Fire Chief. Shift Officers shall not have authority to approve such requests unless authority has been granted by the Fire Chief.

- F. The City reserves the exclusive right to schedule and approve annual leave.
- G. Holidays that occur during an employee's vacation period shall be paid and shall not be charged against his annual leave accrual.

**Section 4: Payment for Unused Leave**

- A. Employees who voluntarily leave City employment (retirement, resignation) shall receive all annual leave earned and "on the books" as of the date of leaving, provided that a minimum of two (2) weeks notice of resignation is received by the Fire Department.
- B. Employees who are terminated for just cause shall be eligible to receive payment for unused annual leave.
- C. Payment for accrued annual leave shall not apply to employees having less than one (1) year of continuous employment. For annual leave purposes, re-employment or re-instated employees shall be considered new employees.
- D. Employees placed on lay-off status will receive pay for all accrued annual leave up to the time of the layoff at their straight time hourly rate.
- E. Employees who die while in the employ of the City shall have all of their accrued annual leave paid to the spouse or estate as the case may be.
- F. Employees shall not be paid for accrued annual leave in lieu of taking such leave.
- G. No annual leave/vacation pay will be made during a work stoppage or strike.
- H. For the purposes of this Article, payment for all annual leave vacation time is based on the employee's regular straight time hour's rate. The straight time hourly rate is exclusive of any premiums, bonus or other type of incentive.

**ARTICLE 9**

**WAGES and COMPENSATION**

**Section 1: Wages**

**A. Fiscal Year 2008 to 2009**

Negotiated wages for all members of the bargaining unit for FY 2008-2009 shall be equal to the same bonus as given to members of any other bargaining unit in the City or the general city employees over the FY 2007-2008 rates for employees who have received a satisfactory evaluation on their last annual evaluation, effective October 1, 2008. Also the pay scales shall be adjusted if required, to reflect the new pay scales, as shown in Appendix A

B. Reopener for Wages. This Article shall be reopened and bargained between the parties third year of this Agreement.

C. Should an employee receive less than a satisfactory annual evaluation on their annual review, then that employee shall be re-evaluated in 90 calendar days from the date of the annual review and then if found satisfactory shall be eligible for any wage increase at that time. Should the employee still be found to be less than satisfactory, then that employee shall again be evaluated in 90 days from the date of the last evaluation, if found to be satisfactory, then the employee shall receive any eligible wage increase at that time. If still found to be less than

satisfactory, the employee shall not be eligible for a wage increase until their next annual evaluation.

D. The current pay plan for Firefighters and Lieutenants shall continue with the following addition:

1. Any FF/EMT's FF/PM's or Lieutenants who successfully complete and become State Certified Fire Inspectors and are so designated by the Fire Chief, shall be eligible to receive an additional \$1200 annually distributed as additional pay biweekly.
2. Those employees who complete and maintain USAR (Urban Search and Rescue) certification shall receive an additional \$25.00 per month while they maintain their certification and continue participation in the required training. Should they miss required training for a period of in excess of one month the pay shall cease until such training is made-up.
  - a. Time spent on department mandated training may be counted as time worked toward the computation of overtime subject to the approval of the Fire Chief. An employee may elect to take such time earned as Compensatory time to be credited according to the employee's eligibility for overtime earnings.
  - b. Should an employee need to schedule make-up training other than that provided by the department, the employee may be responsible for that training and may not be eligible for compensation.

All pays included in this section shall be pension eligible earnings.

**Section 2:** The Department shall pay to employees, who are State Certified as Paramedic, \$1800.00 annually, such payment to be paid incrementally on a bi-weekly basis and shall be pension eligible earnings. Paramedic's eligibility to receive "Paramedic Compensation" shall be determined by the Fire Chief, and shall be based on the paramedic's ability to function as a paramedic as determined by the EMS Coordinator.

- A. Employees, mandated to attend training off duty for the purpose of maintaining their EMS certifications, shall be entitled to compensation for all hours spent in such training.
- B. Employees who are eligible for this compensation may elect to receive such compensation as compensatory time credited at the appropriate rate dependent on their FLSA status.

**Section 3:** Time spent in court or a judicial hearing 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. When an employee is required to respond, under subpoena, he/she shall receive a minimum of two (2) hours' pay. Should said appearance go beyond the two (2) hour minimum, the employee shall be compensated for actual hours spent in attendance.

**Section 4:** The Employer shall provide an annual allowance of \$500.00 for repair, replacement and servicing clothing articles. The City agrees to pay this as per current practice.

**Section 5: Christmas Bonus**

The City will continue the Christmas Bonus award program of \$50.00 for each employee to be paid on the first Paycheck in December.

**Section 6: Coordinator Pay**

The City shall pay Fifty Dollars (\$50.00) per month for those employees designated as coordinators of Safety Officer, Breathing Apparatus Repair, and Inventory Control.

The City shall pay the Emergency Medical Services Coordinator Seventy-five dollars (\$75.00) per month and may April 1, 2008 establish and pay an Assistant Emergency Medical Services Coordinator Twenty-five dollars (\$25.00) per month.

Coordinator positions shall be re-evaluated annually and may be re-assigned, re-titled or eliminated by the Fire Chief if it is determined that the departments need for the position has changed.

**ARTICLE 10**  
**PERSONNEL PRACTICES**

**Section 1: Promotional Exams**

- A. For competitive promotions to positions covered by this agreement outside agencies may, at the discretion of the Fire Chief, be used to participate in the department's promotional examination process.
1. It is the responsibility of the Fire Chief or his/her designee to make the necessary arrangements for any outside agencies participating.
  2. Promotional Examinations will be held on the date established by the Fire Chief.
  3. The Fire Chief may extend any promotional examination due to budgetary constraints, and lack of eligible or qualified applicants within the department for which the exam is to be held.
  4. The Fire Chief may, at his discretion, determine the need to conduct a Promotional Exam for the purpose of making an eligibility list. This list may be created for the following reasons:
    - a. Anticipation of vacancies,
    - b. To fill current vacancies,
    - c. To fill newly created position(s).
    - d. Promotional exams should be held within 120 days of a vacancy.
- B. Should the Fire Chief determine that a Promotional Examination is required, a public announcement shall be posted for the position and shall state:
1. The intended promotional rank,
  2. The minimum qualifications required for the position prior to the exam date,
  3. Closing Date – set by the Fire Chief or his/her designee,
  4. The general scope of the test.
- C. The department will establish criteria to assist in determining an applicant's eligibility for testing or promotion.
1. Points or credits used in evaluating applicant eligibility may be adjusted from time to time by the Fire Chief, but shall be uniformly applied to any single process.
  2. Should the Fire Chief determine that no employees meet the minimum qualifications, the Fire Chief may open the examination to other qualified persons.
  3. Employees must have five years as a New Port Richey Firefighter to be eligible to take the examination for the position of Lieutenant. The Fire Chief may wave up to two years of this requirement based on the level of training and experience of the applicant.
  4. The Fire Chief may consider experience, education and/or years of service in a career Fire Department for eligibility to sit for promotional examinations or filling of vacant positions.

D. Disqualification's of Applicants

The Fire Chief may reject the application of any person for admission to any examination or refuse to examine any applicant if, in his opinion:

1. The applicant fails to meet the established qualification requirements for the position; or
2. The application was not filed on or before the closing date for receipt of applications specified in the public announcement; or
3. The applicant has made false statements to practice deception or fraud including but not limited to misrepresenting credentials in his application or in securing eligibility or appointment. This provision shall be interpreted to include the use of any name other than the legal applicant's name in making application; or
4. The applicant has been guilty of a felony or any other crime considered infamous, notorious or conduct that is disgraceful; or
5. The applicant has a record of previous unsatisfactory service in employment; or
6. Has received a discharge other than honorable from the armed forces.
7. The applicant has two (2) sustained disciplinary actions in a twelve (12) month period.
8. Any denial may be appealed to the City manager whose decision shall be final and binding.

E. In the event that there are insufficient qualified applicants for a particular position or vacancy, the Fire Chief may at his/her discretion, postpone the testing for that position to a later date.

F. Scope and Character of Examination

Provisions that apply to promotional exams covered under this section

1. Depending on the position or promotion which is being tested for, the examination may consist of any, all or a combination of the following:
  - a. Written test
  - b. Oral Review Board
  - c. Performance Assessment
  - d. Evaluations
  - e. Longevity
  - f. Education
3. Some of these tests or evaluations may be given separately or grouped together into what is sometimes referred to as an Assessment Center.
4. Tests or evaluations may be scheduled on the same day or spread over several days, as determined by the Fire Chief.

G. Rating of Examinations

The earned credit rating of each candidate shall be determined by the weighted average of earned credit ratings, established and announced by the Fire Chief, or his/her designee, before the examination. The Fire Chief shall establish the minimum-passing grade for any examination.

H. Notification of Results

Each candidate shall be notified in writing of his/her name being placed on an eligibility list or his/her failure to attain a place on the list. Any candidate may, within fifteen (15) calendar days following the mailing date of his notice of results, request

permission to review his/her examination results with the Fire chief, or his/her designee, and may be given reasonable opportunity to do so.

Should additional time be needed, the applicant will be notified of the delay.

### **Section 2: Promotional Lists**

Promotion and Appointment Lists - The names of all personnel who may be lawfully appointed and who have attained a passing grade on a promotional examination shall be placed on the appropriate promotional or appointment list in the order of their final grade. The names of two or more eligible personnel having the same final grade shall be placed on the list by arranging the names in order of seniority.

### **Section 3: Appointments**

- A. In certifying from a promotional list for the filling of a vacancy in a regular position, the Fire Chief shall certify the names of the eligible candidates based on the following:
  - 1. Ranking of applicant's list
  - 2. Fire Chief's discretion – to pick from the top three (3) candidates.
- C. Any promotions shall raise the employee's base pay to the appropriate rate in the new position at the probationary rate.

Duration of Lists - All promotional eligibility lists resulting from examinations shall be established for the term and period of one (1) year from the date of the examination which may be extended for an additional period of one (1) year at the Fire Chief's discretion.

### **Section 4: Probationary period**

- A. Probationary period for all entry positions shall be for one (1) year in duration. Probationary period for all promotional positions shall be for six (6) months in duration. Before or at the expiration of the probationary period of any entry or promotional employee, the Fire Chief may, by presenting to the employee reasons for such action in writing, dismiss an employee serving an entry probationary period, or in the case of an employee serving a probation following promotion, return such employee to his former position. A copy of such notice shall be filed with the Fire Chief. Any employee who shall have completed the prescribed Probationary period without having been dismissed or returned to his former position shall be deemed to have regular status in his class position.
- B. Effective October 1, 2005, if as a condition of employment for newly hired personnel or as a requisite of promotion, an employee is required to complete educational requirements and or Certifications: (such as but not limited to Paramedic , or Company Officer), the Fire Chief may at his discretion extend the probation in order for the employee to complete the requirements. However, upon extension, the Fire Chief and the employee will meet and a date of completion will be established beyond which the employee may be subject to the provisions of paragraph A. above for failure to successfully complete their probationary period. For promotions a period of extension may be up to 6 months, but shall not extend past that point.

### **Section 5 Career Ladder Program**

- A. The completion of a Career Ladder exam shall be required for the positions of Firefighter 1 (FF1), Firefighter II (FF2), For all personnel hired after October 1, 2005; in order to be eligible for advancement in the Career Ladder Program, the candidate must have completed their initial probation and have completed any educational

requirements or certifications which were a condition of hiring (see Section 4B). All personnel hired after October 1, 2007 must have completed one of the required Pump Operator courses prior to becoming a Firefighter III (FF3). All personnel hired after October 1, 2007 must have completed the requirements and have attained a State Pump Operators Certification prior to becoming a Firefighter IV (FF4). Attainment of the certification shall be equivalent to testing for the position.

- B. Effective October 1, 2005 all candidates for promotion to Lieutenant must have completed the Company officer certification as a condition of eligibility to qualify for examination.
- C. Career Ladder positions above Firefighter III shall be attained upon completion of the requisite number of years in the previous position, in addition to completion of a recognized class or testing if the educational requirement had already been accomplished.  
Each class to be considered for FF IV through FFVIII shall be pre-approved by the Fire Chief for a specific step increase.
- D. The responsibility for preparing and scheduling career ladder exams rests with the employee.
  - 1. A copy of the Career Ladder Program Resource List for exam preparation will be maintained at each Fire Station.
    - a. It is the employee's responsibility to acquire the resources for studying.
    - b. A copy of each required reference material shall be made available by Fire Administration.
  - 2. Any changes to the Career Ladder Program Resource List must be in effect at least 60 days for use in any scheduled examination.
  - 3. Employees must schedule a Career Ladder Program Examination at least 30 days prior to the requested date for the examination to be taken.
- E. Employees must schedule Career Ladder Program Examinations to be taken prior to their anniversary date.
  - 1. Employees may schedule the Career Ladder Program Examination any time after nine (9) months in their current step, or 3 months prior to their eligibility date once they are in the FFIII position or above.
  - 2. Employees must be in their current step for 12 months for FFI and FFII and in FFII for 2 years for FFIII; FFIII for 2 years for FFIV; in FFIV for 3 years for FFV; and in FFV for 3 years for FFVI; and in FFVI for 3 years for FFVII; and in FFVII for 4 years to FFVIII; to be eligible for the next Career Ladder Program Step. *(The intent is that an employee may schedule and complete the examination for the next step to be effective upon the anniversary date of the employee.)*

***See Appendix B attached at the end of this article***

  - 3. If the employee fails the Career Ladder Program Examination, it may be retaken after 60 calendar days.
- F. Employees must pass the Career Ladder Program Examination in order to be eligible to receive the next step increase.
  - 1. If the employee has successfully passed the Career Ladder Program Examination prior to the employee's anniversary date, the anniversary date shall be the effective date for the Step Increase.
  - 2. Should the employee not successfully pass the Career Ladder Program Examination prior to the employee's anniversary date then the Step Increase shall be effective 24 hours after the

successful completion of the examination. The effective date shall become the new date for eligibility for the subsequent steps in the Career Ladder Program.

3. Employees may challenge specific questions on the Career ladder Program Examination, but to avoid compromising the integrity of the test, the employee may not review the entire examination. The final decision on a challenge shall be by the Fire Chief.

G. In lieu of completion of a Career ladder Examination, the Fire Chief may consider successful completion of a pre-approved 40-hour class as equivalent to passing the career ladder examination.

1. Each class to be considered shall be pre-approved by the Fire Chief for a specific step increase.

2. Classes must be passed with a grade of C or better (75%) or satisfactory for non-graded courses.

3. Pre-approved classes must be completed at least 30 days prior to the anniversary date of the employee where the particular anniversary date is associated with the class. The class must be taken within a year of the step date.

4. The step increase will take place on the employee's anniversary date that is associated with the course completed.

5. The Department shall post a current list of approved courses and associated steps.

**APPENDIX B  
CAREER LADDER PROGRAM**

Designation	Time requirements	Educational Requirements	Testing Information
Probationary Firefighter	From hire through one year	any conditions of employment	Exam may be scheduled just prior to their anniversary date
Firefighter I	Completion of probation	Department Information, SOGs any conditions of employment	May be scheduled 3 months prior to their anniversary date (in previous step)
Firefighter II	Completion of one year as FF I	Tested by Department	May be scheduled 3 months prior to their anniversary date (in previous step)
Firefighter III	Completion of two years as FF II	Completion of one of the required Pump Operators Courses	No test upon satisfactory completion of course
Firefighter IV	Completion of 2 Years as a FF III	Completion and Certification as a Pump Operator by the State	State Certification Test for Pump Operator
Firefighter V	Completion of 3 years as a FF IV	Courses as approved by the Fire Chief	May be scheduled 3 months prior to their anniversary date (in previous step) or Satisfactory completion of an approved class
Firefighter VI	Completion of 3 Years as a FF V	Courses as approved by the Fire Chief	May be scheduled 3 months prior to their anniversary date (in previous step) or Satisfactory completion of an approved class
Firefighter VII	Completion of 3 Years as a FF VI	Courses as approved by the Fire Chief	May be scheduled 3 months prior to their anniversary date (in previous step) or Satisfactory completion of an approved class
Firefighter VIII	Completion of 4 Years as a FF VII	Courses as approved by the Fire Chief	May be scheduled 3 months prior to their anniversary date (in previous step) or Satisfactory completion of an approved class
	5 years as a NPRFD	Company Officer	Promotional Examination

Company Officer	Firefighter, or 3 years and approved training and experience	Certification by State	
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**ARTICLE 11**

**POSTING OF AGREEMENT**

The city will provide one (1) digital copy of this Agreement to be emailed to each employee in the bargaining unit. There will also be two (2) copies provided at each Fire Station.

**ARTICLE 12**

**BULLETIN BOARDS**

**Section 1:** The employer agrees to provide space for one Union Bulletin Board at each station, the location of which shall be selected within thirty (30) calendar days of the implementation of this Agreement. The location shall be determined by the Fire Chief or his designee in consultation with the Union representative.

**Section 2:** The Union at its own expense, may install one bulletin board not to exceed approximately 4' x 3' in size at the location determined in Section 1 of this Article.

**Section 3:** Subject to the approval (non-grievable) of the Fire Chief, the Union may post material on the bulletin board.

**Section 4:** An Officer of the Union shall sign all notices.

**Section 5:** No notice shall be posted by the Union until approved by the Fire Chief or his/her designee. A duplicate copy of all such notices shall be submitted to the Fire Chief or his/her designee prior to posting for his file, except those which the Chief or his/her designee approves of verbally after having been informed of the notice.

**Section 6:** Under no circumstances shall the Union post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organization, or which constitutes election campaign material for or against any person, organization, or fraction thereof, except that election material relating to internal Union elections may be posted on the Union authorized board.

**Section 7:** The Union shall be held responsible and accountable that all notices be kept current, businesslike and non-accusatory.

**Section 8:** Under no circumstances shall the Union tender for posting any notice containing material which might be interpreted as political in nature, or which tends to disparage or interfere with any elected or appointed officials or employees of the City.

**Section 9:** Any material found on the Union bulletin boards not on file with Fire Chief or his/her designee, or not signed by an Officer of the Union, shall be removed by the Captain or by the Fire Chief.

**ARTICLE 13**

**WORK SCHEDULE**

**Section 1:** Shifts shall start at 0800 hours and end at 0800 hours the following morning. Shifts shall consist of three (3): "A", "B", "C"

A. Each of which will work in a rotation of 24 hours on duty and 48 hours off duty.

B. This is recognized as a 56-hour workweek.

**Section 2:** Notwithstanding any provisions to the contrary, the employer retains the right to adjust work schedules; provided however, that no work schedule shall be adjusted arbitrarily or capriciously; and provided further, prior to making such change, the Employer shall provide the Union with not less than fourteen (14) calendar days notice, unless the giving of such notice is not possible given the circumstances of the situation.

**Section 3:** Selecting employees for overtime work shall be based upon a list maintained so as to equalize overtime to the extent practicable.

All bargaining unit Firefighter and Fire Lieutenants working one hundred fifty-nine (159) hours or less on either (A), (B), or (C) shift during the established twenty-one (21) consecutive work day period shall be paid at the straight hourly rate set forth in the City Pay & Classification Plan. Should Fire Department Employee be required to work more than one hundred fifty-nine (159) hours in any twenty-one (21) consecutive day work period, all such time shall be considered overtime work. For purposes of the overtime computation, holiday leave, sick leave, funeral leave, jury duty leave, and other absences from duty on active pay status shall not be considered as "time worked".

**Section 4:** Employees within the Department may exchange duty time under the following conditions:

- A. The person filling in is acceptable to shift commander prior to the change.
- B. All exchanges shall be in accordance with FLSA.
- C. The person desiring the change shall notify the shift commander of the anticipated change not less than 72 hours prior to the start of the anticipated change unless such exchange arises under emergency situations.
- D. No person may be allowed to exchange more than 48 consecutive hours unless the Fire Chief allows such persons to exceed such limitation.
- E. The employee working the exchange time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.
- F. If the person agreeing to loan or fill in time is sick or fails to appear for the exchange, his/her annual leave account will be charged for the actual expense incurred by the employer in filling in for the employee who is sick or fails to appear at the current accepted pay increments.
- G. The person agreeing to fill in for another employee is obligated to remain on duty in the absence of the person with whom the exchange is made.
- H. Notwithstanding any provisions to the contrary above, the Employer shall not be required to allow any exchange if doing so would impose upon the Employer liability for any additional overtime compensation in excess of what the persons may otherwise be entitled.
- I. Time exchange may not be less than two (2) hours.
- J. Employees may not exchange more than ninety-six (96) hours in a ~~twelve~~ calendar year unless approved by the Fire Chief. Simple submission of request shall not be considered approval of the Fire Chief. Fire Department approved classes and seminars, or other shift exchanges that are deemed to be in the best interest of the department shall not be counted against this time.
- K. It shall be the employee's responsibility to track the number of hours exchanged each year.

- L. Employees will use the following guidelines when using trade time:
  - Firefighter/EMT with Firefighter/EMT
  - Firefighter /Paramedic with Firefighter/Paramedic
  - Lieutenant /EMT with Lieutenant/EMT
  - Lieutenant/Paramedic with Lieutenant/Paramedic
- M. At no time shall time exchange create a reduction in service. This shall include but not be limited to placing an ALS vehicle out of service.
- N. The Fire Chief may allow “out of grade” exchanges if he/she feels it will not create a reduction in service or it is felt to be in the best interest of the Department to allow said exchanges.

### **Section 5: Fair Labor Standards**

The City of New Port Richey has established a pay period of a twenty-one (21) day work cycle for the purposes of the Fair Labor Standards Act. The twenty-one (21) day cycle will begin on Tuesday at 0800 and end on a Tuesday at 0759.59. In accordance with the FLSA all employees shall be paid overtime for all time worked (excluding time exchanged) in excess of one hundred fifty-nine (159) in the twenty-one (21) day cycle. The City will post a list of the FLSA periods each year.

For the purposes of overtime computation, holiday leave, sick leave, funeral leave, jury duty leave, military leave, and other absences from duty on active pay status shall not be considered as “time worked”.

### **Section 6: Shift Transfers**

When an employee is reassigned to another shift, the employee shall not be required to work forty-eight (48) consecutive hours as a result of the reassignment and a minimum of five (5) calendar days notice of such change shall be given, in writing, to the affected employee. In the event of an emergency; the requirement notice under this part shall be waived, however; such authority shall not be exercised in an arbitrary or capricious manner.

## **ARTICLE 14** **WORK RULES AND PREVAILING RIGHTS**

**Section 1:** It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed in the current job description. Those additional duties performed by members of the bargaining unit in the past and at present time are presumed to be reasonable and proper.

**Section 2:** Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as

well as those issued after the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. The Fire Chief or his designee shall notify the Union Representative of the change as early as practicable prior to implementation. Final authority to change, modify or delete any rule or regulation rests with the City, so long as it does not violate the agreed terms of this Agreement.

## **ARTICLE 15**

### **SENIORITY, LAY-OFFS AND RECALL**

#### **Section 1: Seniority.**

A. City seniority is an employee's length of city service in continuous permanent status employment or reemployment from the first day of continuous permanent employment, including prescribed probationary periods. City seniority shall be used for vacation and sick leave accruals, service awards and other matters based on length of City service. This date changes if the employee is in a non-pay status for one pay period or more; the anniversary date is then deferred by an equivalent amount.

B. Classification seniority is the length of continuous service in classification. After successful completion of the probationary period, the length of time in classification reverts to the date of entry, transfer or promotion to the present classification. The classification seniority date shall be used in connection with merit reviews, layoff consideration and promotional eligibility opportunities. This date will be adjusted an equivalent amount for a leave of absence with pay or disciplinary suspension for one pay period or more.

C. Employees shall lose all seniority as a result of any one of the following:

1. Resignation
2. Retirement
3. Termination
4. Absent without permission or authorized leave for three (3) consecutive working days.
5. Layoff exceeding two (2) years.
6. Failure to report to the Personnel Department intentions of returning to work within five (5) days after receipt of certified notice of Recall.
7. Failure to return from military leave within the time limits provided by law.

#### **Section 2: Probationary Periods**

A. The probationary period shall be for a period of one (1) year from the first day of work for all new hires.

B. In lieu of termination of an employee that has not passed probation, the Fire Chief may request the Personnel Department to extend the probationary period of an employee in (3) months increments beyond the end of the normal probationary period.

C. When an employee successfully completes the probationary period, he/she will be placed on permanent status.

D. If a newly hired probationary employee is found to be unqualified to perform, or will not properly perform the duties of the position, the employee may be dismissed. The City may, at its sole discretion, terminate any employee during his initial probationary period. This does not apply to promotional probationary periods.

E. Employees serving an initial probationary period are ineligible to file appeals or grievances above the level of Fire Chief.

F. The probationary period for an employee accepting a position as a result of a promotion shall be one hundred-eighty (180) days. The Fire Chief may extend a promotional

probationary period an additional sixty (60) days providing he gives written notice to the employee and the Personnel Department specifying the reasons for the extension of the probationary period beyond one hundred-eighty (180) days.

G. If an employee serving a probationary trial period as a result of a promotion is found to be unqualified to perform the duties of the higher position, he/she shall be returned to the position and status held immediately prior to promotion unless there is just cause for discipline or discharge.

**Section 3: Layoff**

- A. Whenever it becomes necessary separate employees from City's service, the City Manager shall determine the organizational units and classifications to be affected. The order of layoff is as follows:
  - 1. Employees serving initial probationary period.
  - 2. Probationary employees promoted from a lower classification shall be returned to such lower class.
  - 3. Permanent employees based on seniority.
- C. Employees shall be laid off on the basis of the following factors: classification, seniority, performance ratings and the recommendation of the Fire Chief.
- D. When the Fire Chief believes that a certain permanent employee is essential to the efficient operation of the Fire Department because of special skills or abilities, and wishes to retain this individual, the Fire Chief must submit a written request to the City manager for permission to do so. Only if the City Manager approves the request, may the individual be retained under this exception.
- E. Any employee who is to be laid off will be given fifteen (15) working days notice or as much advance notice as possible depending upon the circumstances at the time.
- F. Duties performed by an employee laid off may be reassigned to other employees already working.
- F. It is the desire of the City to advance all employees to the classification of paramedic. To accomplish this goal, all EMT Firefighters and Lieutenants are encouraged to become Paramedics.

**Section 4: Recall**

A. Probationary employees laid off shall have their names placed on the eligible register from which they came in order of the respective ranking for no more than one year.

B. Permanent employees who are laid off shall have their names placed on the layoff section of the eligible list for no more than two (2) years. They shall be given first opportunity for re-employment in the class from which they were laid off in the reverse order of ranking from which the layoffs occurred. The City manager may, at his sole discretion, extend the eligible list for one (1) additional year.

C. Laid off employees who are re-employed within two (2) years from the date of layoff shall be credited with the medical leave balance accrued at the time of layoff, shall not have their eligibility for earning annual leave interrupted and shall be placed in the same pay grade and pay rate they were in at the time of layoff. If changes of grade have occurred during the time of layoff, appropriate adjustments shall be made for the individual upon his return to work.

D. The City will offer recall to laid off employees by certified mail to the last known address. Within five (5) calendar days of the certified receipt date, laid off employees must

signify their intention of returning to work to the Personnel Office.

E. Recall will be offered to laid off employees provided they are physically and otherwise qualified to perform the duties of the job. A laid off employee who is temporarily unable to accept due to medical reasons when offered re-employment may request a leave of absence not to exceed thirty (30) calendar days.

## ARTICLE 16

### MEDICAL LEAVE

#### Section 1: General

Paid sick leave is not considered an earned benefit or employee's right and is subject to documentation. Illness is considered a legitimate reason for a supervisor to grant an employee permission to be absent with pay from official duties. Permission to use paid sick leave shall be granted for bona fide illness or injury and only for the time actually required. Any payment made to the employee pursuant to this procedure will be subject to normal deductions.

#### Section 2: Eligibility

- A. Each permanent full-time employee will be allowed medical leave with pay.
- B. Seasonal, temporary and part-time employees shall not be eligible for paid medical leave.
- C. Medical leave up to the amount earned may be taken during an employee's probationary period. However, in the event the probationary employee resigns or is otherwise terminated before the end of the probationary period, any medical leave taken will be reimbursed to the City by deduction from the employee's final pay.
- D. Frequent claiming of benefits under this rule will constitute grounds for the assumption by the department head that the physical condition of the employee is below the standard necessary for the proper performance of duties. Evidence of abuse of this benefit will constitute grounds for disciplinary action. Abuse of medical leave shall be defined as illness exceeding four (4) work day equivalents within a one fiscal year period which falls outside the Family Medical Leave Act.
- E. Employees shall receive progressive disciplinary action for abuse of medical leave.

#### Section 3: Rate of Earning

Employees working a 56-hour weekly schedule shall earn 144 hours of medical leave annually.

#### Section 4: Use

Medical Leave may be granted for the following purposes:

- A. Incapacitation by reason of illness or injury, except for injuries incurred while on duty where worker's compensation benefits apply.
- B. Medical, dental, or optical examination or treatment. However, employees on a 56-hour work schedule shall make every effort to schedule appointments on off duty time.

- C. Jeopardizing the health of co-workers due to exposure to a contagious disease.
- D. Care of a member of family - Medical leave may be granted an employee for care and attendance to a member of the employee's immediate family who has a bona fide illness or injury provided that no other person is available to care for said person(s). (A family member, for the purposes of this policy only, shall be defined as a spouse, child, mother, father, or person for whom the employee is guardian.)
- E. Nothing herein shall limit the provisions and application of the Family Medical Leave Act.
- F. Any employee who uses medical leave for any purpose other than those permitted in Section 4 shall be subject to a Group 3 offence of the City's Disciplinary Guidelines, which may result in dismissal.

### **Section 5: Doctor's Certificate Requirement**

The "Doctor's Certificate" requirement will be placed on any employee whose absences for personal or family illness exceed four (4) work day equivalents within a one year period, 96 hours for those employees working 56 hours per week. Absences exempt from this accumulation are as follows:

- (1) Absences attributable to "On the Job Injuries."
- (2) Absences of two (2) consecutive workdays or more since Doctor Certificates are mandated in these instances.
- (3) Absences that are approved based on medical certificates.
- (4) Absences due to a death in the family.
- (5) Family sick leave when documented by school or physician.

When placed on a "Doctor's Certificate" requirement, the employee must submit a "Doctor's Note" for any absence due to personal or family illness in order to be paid for said absence. Further, if a Doctor's Note is not submitted for these absences, the absence is considered "unauthorized" and the employee will receive no pay.

### **Section 6: Doctor's Certificate Defined**

A valid medical certificate should be a written, typed or printed statement from the doctor specifying:

- (1) The date(s) of visits/consultation with the doctor
- (2) The date the employee is authorized to return to work
- (3) If there are any conditions/limitations imposed by the doctor
- (4) Doctor certificates must be signed by the doctor or his/her designee

A bill from the doctor is not a medical certificate. If the medical certificate does not meet these requirements, the Department may deem it unacceptable. In such an instance, sick leave pay is not provided and the absence may be considered unauthorized.

Employees shall remain in the "Doctor's Certificate Requirement" status for one calendar year from the date their sick leave use exceeds the criteria established

Each employee shall be responsible for maintaining custody of their own medical certificates for a period of eighteen months after the absence. Employees shall be responsible to provide the employer with medical certificate(s) within a reasonable period of time (next duty day), if requested. The employer shall not be required to maintain copies of Medical Certificates, as it is the sole responsibility of the employee.

**Section 7: Accrual**

There is no limit on the amount of medical leave an employee may accrue.

**Section 8: Request for Leave**

- A. An employee in a unit operating on a twenty-four (24) hour basis must notify the department within the time limit established by the department.
- B. Failure of the employee to secure this authorization shall be cause for denial of sick leave pay for the period of absence.
- C. The department head may waive this provision if the employee submits evidence that it was impossible to give such notification.
- D. An employee unable to return to work after a period of three consecutive shifts shall make known to the supervisor the nature of the situation, as well as the name of the attending physician, if applicable.
- E. The department head may request a physician's certificate to verify the reason for medical leave.
- F. An employee upon returning to work from absence due to illness or injury, for a period of three (3) consecutive shifts or more, may be required to report to a physician of the City's choice and at the City's Expense for return to work medical clearance.
- G. The City physician may require the employee to sign a medical release. Such release will permit the City physician to contact the employee's private physician for information. Failure of the employee to sign this statement when requested is grounds for disciplinary action up to and including dismissal.
- H. If, and whenever, medical leave may appear to be abused as defined in Section 5 of this Article (Doctor's Certificate Requirement), the employee claiming/requesting such leave may be required to furnish a physician's report to support the necessity for such absence. The City reserves the right in all cases of illness, or reported illness, to require the employee to furnish a physician's report. Abuse of medical leave privileges shall constitute grounds for disciplinary action.

**Section 9: Medical Leave Incentive Program**

- A. Purpose - To provide a medical leave incentive policy
- B. Eligibility - Each permanent full time employee continuously employed for a period of one year and who has accrued 144 hours of medical leave is eligible for medical leave incentive at the end of the following medical leave award year. A 144 hour mandatory balance is required in an attempt to adequately cover employees for periods of illness or injury.
- C. A medical leave incentive program exists for those employees who use little or no medical leave during the course of a medical leave award year. The medical leave award year starts October 1<sup>st</sup> and ends September 30<sup>th</sup>. If an employee completes the entire medical incentive award year without using medical leave, the employee may

convert 72 accrued medical leave hours to 72 hours of pay based on the employee's normal hourly rate; or, at the employee's option, the entire annual accrual amount will be added to the employee's medical leave balance. The amount of the incentive award shall be reduced by a subsequent amount for every hour of medical leave used during the medical leave award year.

All medical leave awards shall be paid at the employee's normal hourly rate on a separate payroll check on or about December 15<sup>th</sup>. Any payment made to the employee pursuant to this procedure will be subject to normal deductions.

## ARTICLE 17

### LINE OF DUTY INJURY AND DEATH PAY

**Section 1:** The Employer hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following terms, conditions, and definitions.

A. Compensation shall be payable under this section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.

B. An injury shall be deemed to have incurred in the line of duty only if such injury is compensable under the Florida Worker's Compensation Law.

C. No compensation under this section shall be allowed for the first seven (7) calendar days of disability, provided, however; that where the disability continues for fourteen (14) consecutive calendar days from the first day of disability then compensation shall be payable from the first day of disability. In return, the employee agrees to sign over to the City any wage payments received from the worker's compensation insurance carrier.

D. The City will pay the eligible employee the difference between the amount the employee receives through Worker's Compensation payments and the employee's net salary at the time of injury. This payment, if required, shall be for a period of ninety (90) days. If the employee requires an extension beyond ninety (90) days, he/she may submit a request to the City Manager together with an updated physician's report supporting the extension for prompt consideration.

E. The term "disability" as used in this section means incapacity because of line of duty injury that prevents the employee to continue in the occupation of firefighter.

**Section 2:** It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under Worker's Compensation Law or the requirements of the Employer's Worker's Compensation insurance carrier. Subject to such limitations:

A. An employee who is injured in the line of duty shall be transported or referred to a designated medical facility as defined by the New Port Richey Fire Department's Worker's Compensation carrier when ever possible. Should the injury require specialized care, the employee will be transported directly to the appropriate facility, i.e. trauma or burn center.

B. Depending on the nature of the injury, the City's managed care 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 City's managed care physician will be considered the injured employee's primary care physician and will monitor all medical treatment and progress. The City's managed care physician will be responsible for certifying that the injured employee is fit to return to work or light duty.

C. In other cases involving injuries in the line of duty which do not require hospitalization, the injured employee shall follow the guidelines defined by New Port Richey Fire Department and/or their Worker's Compensation carrier.

**Section 3:** If an employee is killed in the line of duty, the Employer shall pay to the spouse, or if there is no surviving spouse, the estate, of such deceased employee his/her accumulated severance pay within 15 working days. Such payment shall include all accumulated annual leave, floating holidays or earned sick leave incentive account.

**Section 4:** An employee injured in the line of duty shall report the occurrence of such injury immediately or as soon as possible thereafter, verbally, in person, or by phone, to the employee's immediate supervisor or the Fire Chief.

**Section 5:** Upon returning from a hazardous situation, the employee may request a physical examination by a physician to ensure the employee is stable and capable of returning to work. This right may be rescinded by the Employer, on an individual basis, if considered abused. Such examination must be approved and scheduled by the Shift Supervisor.

## **ARTICLE 18**

### **LEAVES OF ABSENCE**

#### **Section 1: Sick Leave for Family Illness**

An employee may utilize his accumulated sick time due to an illness in his immediate family under the guidelines of the Family Medical Leave Act.

#### **Section 2: Funeral Leave**

An employee shall be allowed up to two (2) shifts off with pay in the event of a death in the immediate family, which shall be limited to spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepbrother, stepsister, grandparents, grandson and granddaughter or human household member. This is not chargeable to sick leave. Any employee availing himself/herself of this section shall notify the Fire Chief or his designee of such intent as soon as possible. The employee shall provide proof of death in his immediate family as defined in this section before the compensation is approved.

#### **Section 3: Military Leave**

The Employer shall grant military leave as required by applicable federal and state law.

#### **Section 4: Union Time Off**

The designated Union representative may, upon request, be allowed 24 duty hours per fiscal year to be excused for Union business, conferences, and training. Any such request must be initiated in writing 72 hours in advance by the designated Union representative to the Fire Chief. Time off from duty under this provision must be approved by the Fire Chief or his/her designee and must be taken in not less than two (2) hour increments. In no situation shall the time off from duty result in the computation of or the payment of overtime.

The Fire Chief may grant an additional 12 hours if he/she feels that granting these hours will not result in a reduction in service and the City will benefit from granting these hours.

## **ARTICLE 19**

### **EMPLOYEE ASSISTANCE PROGRAM**

All bargaining unit employees are eligible to participate in the City's Employee Assistance Program.

**ARTICLE 20**  
**SUBSTANCE ABUSE**

**Section 1:** Bargaining unit employees shall not possess, dispense, or sell any drug/chemical substance not prescribed for use by a licensed physician and shall use said medication only as prescribed.

**Section 2:** When an employee uses a controlled substance that has been prescribed or administered by a physician, which may affect his performance of job duties, the employee shall inform his immediate supervisor. If contact with the immediate supervisor cannot be made, the employee shall contact the Shift Captain.

**Section 3:** The consumption of any alcohol or the use of any controlled substance while on duty, reporting to work impaired by the use of alcohol, or reporting for duty in a condition where prior usage can be observed or detected is prohibited. The Shift Captain shall make the determination of when an employee is impaired

**Section 4:** Any employee in this bargaining unit will be subject to a urinalysis and/or blood testing by an independent accredited testing laboratory when there is reasonable suspicion based upon observed actions or appearances on the part of the employee's supervisors that the employee is under the influence of alcohol, drugs or controlled substances while on duty.

**Section 5:** Employees shall submit to testing after being involved in a vehicle accident, sustaining an on the job injury and during annual physical examinations.

**Section 6:** Any employee subjected to urinalysis or blood tests under this Article shall be removed from duty pending the results of such tests, and such employee shall continue to receive his/her regular pay and benefits until the results are obtained and verified pursuant to Section 7.

**Section 7:** Licensed laboratories as described in subsection (12) Florida Statute 112.0455 shall conduct confirmation drug tests. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration as such technology becomes available in a cost-effective form.

**Section 8:** Refusal to submit to testing shall result in discharge. Submission to a test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

**Section 9:** A test result indicating the employee is under the influence of alcohol, or indicating the use of illegal drugs or controlled substances when taken without prescription issued to

the employee or without being under the care of a physician, or being taken other than in complete conformance to the prescription while on duty will result in the employee being required to attend and complete an appropriate detoxification, alcohol or drug abuse program. Failure to complete such program may subject the employee to discipline up to and including discharge. The employee shall be allowed to utilize recognized time off policies, (vacation, sick leave, trade time,) for absence from duties to attend any such appropriate program.

**Section 10:** After completion of any rehabilitation the employee shall be subject to six (6) random urinalysis anytime during a twelve month period. A positive test on any one of the six (6) tests will subject the employee to discipline up to and including discharge.

**Section 11:** In the event that the employee informs the employer he will seek assistance for drug/alcohol abuse prior to or without testing, no disciplinary action shall be taken against the employee, provided that the employer is informed at least one (1) working day prior to the employee being under reasonable suspicion by the Shift Captain. Successful completion of an approved rehabilitation program for a self-reporting employee shall result in no disciplinary action against the employee.

**Section 12:** Each bargaining unit employee has an absolute obligation to report to his supervisor any employee who is suspected to be under the influence of alcohol, drugs or controlled substances while on duty, and must thereafter cooperate in the investigation program, and any related disciplinary proceedings. Such suspicion must be based upon some factual evidence such as breath odor, behavioral observations, or actual knowledge or equivalent. Any employee who fails to do so shall be subject to disciplinary action. An anonymous "tip" shall not discharge a bargaining unit member's obligation hereunder nor shall it be the sole basis for the imposition of testing under this article. A bargaining unit employee who maliciously files a false report that another bargaining unit member is under the influence of alcohol, drugs or controlled substances while on duty shall be subject to disciplinary action.

**ARTICLE 21**  
**PHYSICAL EXAMINATION**

**Section 1.** Employees covered by this labor agreement shall be required to undergo a physical examination as scheduled by the Fire Department in accordance with the applicable NFPA code 1582 and any other tests the City Physician deems necessary.

**Section 2.** The employer shall determine the extent of the examination and bear the cost of each examination. The results of these physicals shall be made available to the City and to each employee upon completion of the physical.

**Section 3.** The City agrees to provide inoculations to employees based on applicable NFPA codes and State EMS requirements, if any, and the recommendations of the City Physician.

**Section 4.** The parties agree that the physical condition of the employee is of great concern to the employee and to the City. All employees whose physical fitness or medical status is deemed deficient in some manner as a result of the physical examination shall be advised by the Department and shall be required to undertake a fitness rehabilitation program in an effort to improve their physical fitness and health.

**Section 5.** The City agrees to provide physical examinations in accordance with NFPA 1582.

**Section 6.** The City agrees to provide inoculations and medical screenings to employees based on the recommendations of the Fire Chief and or the Department Physician.

**ARTICLE 22**  
**MISCELLANEOUS**

**Section 1: Safety Committee**

The Union may select a representative to be on the City's Safety Committee. This shall not result in overtime costs to the City. The committee shall meet at least every six (6) months.

**Section 2: Pension Plan**

The City agrees to continue the current employee's pension plan with the following amendments:

1. Effective October 1, 2001, the definition of Average Final Compensation shall be amended to mean one-twelfth (1/12) of the average salary of the best

year of the last three (3) years of credited service prior to retirement, termination or death, or the career average as a full-time City of New Port Richey Firefighter, whichever is greater, but not less than the average salary over the five (5) best years of the last ten (10) years of credited service. A year shall be twelve (12) consecutive months.

2. Effective October 1, 2001, a deferred retirement option retirement program (DROP) will be established by ordinance.
3. If any additional pension benefits are required as a result of changes in Florida Statute, those benefits shall be recommended solely by the pension Board, based on actuarial reports and implemented only after approval by the City.

### **Section 3: Insurance Plan**

The Department agrees to continue to pay 100% of the cost of health insurance of the employee for a plan as adopted by the Employer.

### **Section 4: Inspection of Personnel Records**

Each employee shall have the right to inspect his/her own personnel records maintained by the Department and those records maintained by the Human Resources Department, during normal business hours. Employees shall also have the right to insert a written response to any negative item (disciplinary action, letter of complaint, etc.) which has been placed in their file. This response must be accomplished within 15 days of the entry of such negative item. For those items, which are placed in file without the employee's knowledge the fifteen (15) day period shall commence upon the inspection of the records when said item was found.

### **Section 5: City Reimbursement for new hire expenses:**

Any employee that leaves the employ of the City prior to completion of his/her probation shall reimburse the City for all costs incurred as a result of preparing the employee for employment with the City. This includes, but is not limited to New Employment Physicals and Hepatitis Series Injections. However, this shall not apply if the employee is layed-off or terminated by the department.

### **Section 6: Pre-employment Contracts:**

The Union recognizes all pre-employment contracts currently in effect, as well as newly issued agreements (of the same nature as current agreements) as necessary due to hiring of new personnel.

**ARTICLE 23****UNIFORM ISSUE****Section 1: I.A.F.F. Pins**

All members of the bargaining unit may wear one (1) I.A.F.F. pin, approved by the Fire Chief, on their Class A uniform.

**Section 2: Uniforms****A. Initial Issue**

The following items will be issued to employees upon hire, or as soon as possible thereafter.

Employees will sign an inventory list for their initial issue.

<b><u>Item</u></b>	<b><u>Quantity</u></b>
City Gas Card	1
Collar Brass	1 set
Name Tag	1
Badge	1
Dress Shirt (Class A)	2
Pants	3
T Shirts	3
Firefighting Boots	1 pair
Suspenders	1 set
Bunker Pants	1 pair
Bunker Coat	1
Firefighting Gloves	1 pair
Helmet	1
Nomex Hood	1
Air Mask	1
Uniform work Boots	1 pair provided within 90 days of hire

\*The Fire Chief may issue Golf Shirts as Initial Issue if available.

**B. Replacement of Initial Issue:**

The Fire Chief may issue replacements to worn out uniforms on an annual basis. The Fire Chief shall determine what uniforms are issued on an annual basis. The Fire Chief shall determine when uniforms are issued. Only items on the initial issue list that become unserviceable, through normal wear and use may be replaced on an annual basis. Any items not scheduled for annual replacement shall be the responsibility of the employee to replace. The employee shall be responsible for the cost of replacement of uniforms in excess of annual replacement. (Example: *The City is seeking to purchase 3 T-shirts, but the employee desires to receive 6 T-shirts. The cost of the additional 3 T-shirts shall be the employee's responsibility.*)

**C. Misuse or Neglect of Initial Issue**

Employees will not be held personally responsible for initial issue items that become worn or unserviceable through no fault of their own. However, if in the opinion of the Fire Chief, a piece of initial issue is damaged due to abuse, carelessness or the negligent care of the employee, the employee will be personally liable for either the replacement cost or the fair market value of the item, whichever is less.

**D. Turn-in of Initial Issue**

Employees who retire, are terminated, or leave the employment of the Department, will return their initial issue items prior to obtaining their final paycheck. The City reserves the right to withhold an amount from the final paycheck that is sufficient to reimburse it for the cost of all initial issue items not returned.

**Section 3 Subsequent Issue**

From time to time, the City may, in its sole discretion, issue subsequent items to employees. Subsequent issue items will be categorized as “City Permanent Issue” or “Employee Permanent Issue” at the time of issue.

**A.** “City Permanent Issue Items” are those that must be returned to the City upon termination, separation or retirement. These items will be added to the employee’s initial issue inventory. Sections 2 B, C, and D of this Article will apply to these items.

**B.** The following items are defined as ‘Subsequent Issue Items’ and are to be added to the employee’ inventory list, when issued, and shall be designated as “City Permanent Issue”.

<b><u>Item</u></b>	<b><u>Quantity</u></b>
Sweatshirt	1
Golf Shirt	1
Jump Suit	1
Tactical Uniform	TBA
Specialized Gear	TBA
Long Sleeve Dress Shirt	1
Light Jacket	1
Uniform work Boots	1 pair- purchased as determined by the Fire Chief

**C.** “Employee Permanent Issue Items” are items that need not be returned to the City upon termination, separation or retirement. These items do become part of the employee’s uniform; however, turn in of these items will not be required.

**Section 4: Station Footwear**

The Fire Chief will approve footwear and provide this information to the employees, based on recognized standards. Employees shall have the option of (1) purchasing the footwear designated

on this approved list without Fire Chief's approval or (2) prior to purchasing footwear not on the list, obtaining the approval of the Fire Chief. The Fire Chief or his designee shall approve footwear that meets standards and appearance.

### **Fire Helmets**

The Fire Chief may authorize employees to utilize a non-issue Fire Helmet if in the opinion of the Fire Chief, the helmet meets or exceeds the helmet issued by the Department with regards to safety and appearance. The Fire Chief reserves the right to require employees to revert back to the initial issue helmet at any time, for any reason. The City shall not be responsible for the initial cost or any replacement cost of said helmet. Only Department issued decals shall be placed on the helmet. Any changes shall require Fire Chief's approval.

### **Section 5: Procedures**

- A.** Additional equipment issues, not defined above will no longer occur unless authorized by the Fire Chief.
- B.** Initial Issue items or Subsequent Issue items will not be changed in any manner that will cause them to vary from standards.
- C.** Uniforms will be worn only when on duty and/or when representing the Department or the City with permission of the Fire Chief's office. At no time will any uniform or parts of uniform clothing be worn off duty without the express permission of the Fire Chief's office.
- D.** All uniform clothing items will be laundered at the station except as specifically noted elsewhere. The City assumes the responsibility for cleaning Bunker Gear. If a uniform becomes dirty or damaged due to the carelessness, neglect or fault of the employee, the employee will assume the responsibility and cost for professionally cleaning or replacing the item.
- E.** Any item or clothing worn on duty or as part of any class of uniform that is not issued must be approved by the Fire Chief's office.
- F.** Any non-issued approved uniform items or clothing worn on duty must meet all infectious requirements and guidelines before they can be removed from the station.
- G.** Employees are subject to periodic checks of their initial issue and subsequent issue items to ensure that they are serviceable, presentable, and that these items are accounted for and to insure employees are complying with this agreement.
- H.** The following items will not be issued to individuals, but will be maintained as community property within the Department.

Rain Coats  
Window Punch  
Pocket Spanner

Safety Goggles  
Heavy Jackets

## **ARTICLE 24**

### **INDEMNIFICATION**

The City agrees to defend any employee when the employee is sued on a particular claim arising out of his/her employment with the City, provided the employee was acting within the scope of his/her employment.

The City agrees to indemnify employees against judgments levied against them as a result of their negligent, non-intentional torts committed while acting within the scope of their employment, up to the recovery limits specified in 768.28(5), Florida Statutes, as amended, subject to the terms and conditions of 111.07 Florida Statutes.

## **ARTICLE 25**

### **TUITION PROGRAM**

#### **Section 1: Tuition Refund**

- A.** The City seeks to encourage every employee to improve his or her on-the-job skills. A reimbursement program is designed to assist those employees who wish to broaden their professional performance provided that such educational level is related to their current or next logical level of responsibilities. All courses subject to reimbursement must be directly related to an applicable Fire or EMS degree, or college classes directly related to the employee's current position, next logical level of responsibilities, or felt to benefit the department as determined by the Fire Chief.
- B.** No core courses or basic courses as a preliminary to obtaining of a degree or the participation in a degree program shall be reimbursed by the City, unless authorized by the City Manager.
- C.** All educational requests will be approved semester by semester and/or course by course.
- D.** Employees whose educational requests are approved will be reimbursed at the current state university tuition rate per credit hour for a total of nine (9) hours except under extenuating circumstances and with approval of the City manager, an employee may

be reimbursed up to a maximum of 12 credit hours per semester for undergraduate courses taken at a state or private institution of higher education.

- E.** The cost of registration, fees and books will be reimbursed at the full amount provided proof is submitted along with evidence of successful completion of the course(s) taken at a state or private institution of higher education.
- F.** The yearly maximum benefit for optional reimbursement shall be \$1,000 or the amount agreed to for other employees.
- G.** To be eligible for reimbursement, the employee must successfully complete the course with a grade of “C” or better or satisfactory or better for non-letter graded, or a score of 75% or better for numerically graded courses.
- H.** A copy of all successfully completed courses must be submitted to the Personnel Department for placement in the employee’s personnel jacket.

**Section 2: Related Non-Credit Classes**

- A.** This Section refers to formal institution courses, seminars, and short courses, which are job related and taken at the employee’s option with approval of the Fire Chief.
- B.** All requests for educational assistance must be submitted to the City Manager’s office as early as practicable at the start of the training. A copy of the approved form will then be returned to the employee and the original forwarded to the Personnel office.
- C.** The Fire Chief may approve additional Classes, Seminars, and Certifications on a case by case basis.

**Section 3: Certifications and Specialized Training**

- A.** The City agrees to pay for the re-certification for EMT, Paramedics, and Fire Inspector, provided the Fire Inspector is required by the Department to use his certification. The City agrees to continue to provide this re-certification training as an in-house service. The City will not reimburse employees for the re-certification training for EMT and Paramedic when the training is conducted outside the department, unless approved by the Fire Chief.
- B.** The Fire Chief has the discretion to approve additional re-certification reimbursement.
- C.** The Fire Chief may approve initial Fire Inspection Certification Classes and related expenses for Shift Lieutenants. These classes will be approved on a case by case

basis.

- D.** The Fire Chief may approve the EMS Coordinator and others involved in EMS operations to attend State EMS meetings and related EMS Conferences. These classes will be approved on a case by case basis.

#### **Section 4: Repayment Requirement**

In the Event of Discharge, or Resignation before the completion of one (1) year of employment from the date of course(s) completion for which tuition costs were paid by the City, the employee shall financially reimburse the City of New Port Richey for all monies paid for tuition reimbursement. The City will have the authority to garnish up to 50% of the employees final check. If the City is not reimbursed of all monies within 90 days of said employees last work day, the City shall report the failure to compensate the City to a credit agency.

### **ARTICLE 26** **PERFORMANCE AND DISCIPLINE**

All discipline will be for just cause. Employees have the right to Union representation any time they believe a meeting may lead to disciplinary action.

The City recognizes that members of the Fire Department are protected by the “Firefighter Bill of Rights” FS. 112.80, and any disciplinary action will conform to the guidelines of that law.

### **ARTICLE 27** **CALL BACK PROCEDURES**

#### **Section 1:**

The Employer and the Employees agree that certain emergency situations may arise, from time to time, and that the employees may be required to report to duty to assist their fellow employees in these emergencies and to protect the community. To facilitate this process, the employer has established the following communication system to address call back procedures.

- A.** All Uniformed Fire Personnel are issued departmental pagers and are responsible to maintain these pagers in good working order.
- B.** All Uniformed Fire Personnel will carry the issued pager with them at all times. The pager will be carried in such a manner as to alert the employee that a page is being sent. The exception to this policy is annual, sick, funeral leave, or other occasions when the employee has informed the Fire Chief or his/her designated representative, that the employee will not be available to respond to a page when the employee is off duty.
- C.** Fire Personnel will respond to all pages sent to them originating from Dispatch, Fire Administration or other City of New Port Richey paging locations. Fire Personnel need not respond to pages when they are off duty and have previously coordinated with the Fire Chief, or his/her designated representative, that they will not be

- available to respond.
- D.** The Fire Chief or his/her representative will maintain a record of non-available employees to insure that adequate personnel are available to respond to emergency call backs.
  - E.** Secondary employment is not a valid excuse for not responding to a page.
  - F.** The departmental pagers are City property. Damage to or loss of a pager may result in INOL.
  - G.** Paging systems will not be used in a manner in which non-essential pages will or might possibly interfere with a page sent to them from Dispatch, Fire Administration or other City of New Port Richey paging locations.
  - H.** Paging systems will be tested each Saturday between 0800 and 1200 hours. If a page is not received, the employee shall contact Station 1 and report the malfunction. A second test will be administered to see if a problem is an isolated situation.
  - I.** If a situation arises where an off-duty employee becomes “not available” for call back for a specific period, the employee will notify the on-duty Captain prior to becoming unavailable or as soon after as practicable.
  - J.** If an employee is unable to respond to a call back, he/she shall call dispatch at 727-841-4550.
  - K.** Employees who receive a page and respond to the page will receive a minimum of two (2) hours of pay. For the purpose of this Article, “respond to the page” means: physically reporting for duty and informing the on-duty Captain that the employee has responded to a page and is prepared to assist.

**Section 2:**

Employees shall not abuse the privilege of notifying the on-duty Captain or the Fire Chief that he/she will not be available for call back. It is agreed that no employee will engage in any action, which may affect the operation of the Department in providing services pursuant to Article 4 of this Agreement.

**ARTICLE 28**

**PERSONAL PROPERTY DAMAGE**

An employee shall be reimbursed for loss or damage to property in the performance of his/her duty subject to the following restrictions:

- A.** The maximum reimbursement all personal property shall be one hundred (\$100.00) dollars.
- B.** Requests for reimbursement for the loss of or repair to personal property must be made within the shift in which the loss or damage occurs.
- C.** Reimbursement for loss or damage of personal property must be approved by the Fire Chief.
- D.** Requests for reimbursement for the loss of or damage to personal property that exceed one hundred (\$100.00) dollars may be approved by the City Manager. The City Manager may, at the request of the Fire Chief and at his discretion, authorize additional payment not to exceed two hundred (\$200.00) dollars.

**ARTICLE 29**  
**AMENDMENTS**

This Agreement may be amended at any time by the mutual written agreement of both parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto.

**ARTICLE 30**  
**SEVERABILITY AND WAIVER**

**Section 1:** Each and every article, section, and subsection (clause) shall be deemed separable from each and every other clause of this Agreement to the extent that in the event that any clause or clauses shall be finally determined to be in violation of any law, such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable, without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

**Section 2:** The exercise or non-exercise by the Employer or the Union of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in some way in the future.

**Section 3:** In the event of invalidation of any Article, Section or Subsection, both the Employer and the Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Subsection.

**ARTICLE 31**  
**CONTRACT CONSTITUTES ENTIRE**  
**AGREEMENT OF THE PARTIES**

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. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed even though such matters or subjects may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not expressly covered by this agreement shall continue to be subject to the city's sole direction and control. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto, and finally determines and settles all matters of collective bargaining for and during its term except as may otherwise specifically provided herein.

**ARTICLE 32**

**DURATION, MODIFICATION, AND TERMINATION**

**Section 1.** This Agreement shall be effective as of the 1<sup>st</sup> of October 2007, and shall continue in full force and effect until the 30<sup>th</sup> day of September 2010, **subject to the reopener for wages in Article 9.** At least one hundred and twenty (120) days prior to the expiration of this Agreement, either party hereto shall notify the other in writing, of its intentions to modify, amend, or terminate this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 in Pasco County, Florida

**For the City of New Port Richey,  
Florida**

**For Clearwater Firefighters Association,  
Local 1158, IAFF**

\_\_\_\_\_  
Dan Azzariti, Fire Chief

\_\_\_\_\_  
John Lee, President Local 1158

\_\_\_\_\_  
Victoria McDonald, City Clerk

\_\_\_\_\_  
Bob Vanek, Vice President Local 1158

\_\_\_\_\_  
Dan Tipton, Mayor

\_\_\_\_\_  
Dave Hogan, Secretary/Treasurer Local 1158

\_\_\_\_\_  
Jeff Sutton, Human Resources Director

Appendix A

**NPRFD CURRENT & PROPOSED CAREER LADDER STEP**

<b>2006-2007 FF EMT prior to 10/01/2001</b>				<b>2006-2007 FF EMT after 10/01/2001</b>				<b>2006-2007 FF Paramedics</b>			
<b>Year</b>	<b>Career Step</b>	<b>Hr Rate</b>	<b>Annual</b>	<b>Year</b>	<b>Career Step</b>	<b>Hr Rate</b>	<b>Annual</b>	<b>Year</b>	<b>Career Step</b>	<b>Hr Rate</b>	<b>Annual</b>
1	Prob			1	Prob	11.00	32912.00	1	Prob	13.22	39554.24
2	FF1	13.18	39434.56	2	FF1	11.74	35126.08	2	FF1	14.01	41917.92
3-4	FFII	13.48	40332.16	3-4	FFII	12.52	37459.84	3-4	FFII	14.85	44431.20
5-6	FFIII	13.84	41409.28	5-6	FFIII	13.36	39973.12	5-6	FFIII	16.04	47991.68
7-9	FFIV	14.53	43473.76	7-9	FFIV	14.26	42665.92	7-9	FFIV	17.4	52060.80
10-12	FFV	15.27	45687.84	10-12	FFV	14.65	43832.80	10-12	FFV	17.66	52838.72
13-15	FFIV	16.15	48320.80	13-15	FFIV	14.89	44550.88	13-15	FFIV	17.69	52928.48
16-19	FFVII	16.91	50594.72	16-19	FFVII	15.14	45298.88	16-19	FFVII	17.97	53766.24
20+	FFVIII	17.08	51103.36	20+	FFVIII	15.39	46046.88	20+	FFVIII	18.27	54663.84

<b>4.5% Increase</b>				<b>4.5% Increase</b>				<b>4.5% Increase</b>			
<b>2007-2008 FF EMT prior to 10/01/2001</b>				<b>2007-2008 FF EMT after 10/01/2001</b>				<b>2007-2008 FF Paramedics</b>			
<b>Year</b>	<b>Career Step</b>	<b>Hr Rate</b>	<b>Annual</b>	<b>Year</b>	<b>Career Step</b>	<b>Hr Rate</b>	<b>Annual</b>	<b>Year</b>	<b>Career Step</b>	<b>Hr Rate</b>	<b>Annual</b>
1	Prob			1	Prob	11.50		1	Prob	13.81	41334.18
2	FF1	13.77	41209.12	2	FF1	12.27	36706.75	2	FF1	14.64	43804.23
3-4	FFII	14.09	42147.11	3-4	FFII	13.08	39145.53	3-4	FFII	15.52	46430.60
5-6	FFIII	14.46	43272.70	5-6	FFIII	13.96	41771.91	5-6	FFIII	16.76	50151.31
7-9	FFIV	15.18	45430.08	7-9	FFIV	14.90	44585.89	7-9	FFIV	18.18	54403.54
10-12	FFV	15.96	47743.79	10-12	FFV	15.31	45805.28	10-12	FFV	18.45	55216.46
13-15	FFIV	16.88	50495.24	13-15	FFIV	15.56	46555.67	13-15	FFIV	18.49	55310.26
16-19	FFVII	17.67	52871.48	16-19	FFVII	15.82	47337.33	16-19	FFVII	18.78	56185.72
20+	FFVIII	17.85	53403.01	20+	FFVIII	16.08	48118.99	20+	FFVIII	19.09	57123.71

<b>2006-2007 Lieutenants - EMT</b>			
<b>Time</b>	<b>Rank</b>	<b>Hr Rate</b>	<b>Annual</b>
	Prob Lt	17.83	53347.36
6-10 yrs	Lt - I	18.36	54933.12
11 yrs +	Lt -II	18.91	56578.72

<b>2006-2007 Lieutenants Paramedics</b>			
<b>Time</b>	<b>Rank</b>	<b>Hr Rate</b>	<b>Annual</b>
	Prob Lt	18.22	54514.24
6-10 yrs	Lt - I	18.76	56129.92
11 yrs +	Lt -II	19.34	57865.28

<b>4.5% Increase</b>			
<b>2007-2008 Lieutenants - EMT</b>			
<b>Time</b>	<b>Rank</b>	<b>Hr Rate</b>	<b>Annual</b>
	Prob Lt	18.63	55747.9912
6-10 yrs	Lt - I	19.19	57405.1104
11 yrs +	Lt -II	19.76	59124.7624

<b>4.5% Increase</b>			
<b>2007-2008 Lieutenants Paramedics</b>			
<b>Time</b>	<b>Rank</b>	<b>Hr Rate</b>	<b>Annual</b>
	Prob Lt	19.04	56967.381
6-10 yrs	Lt - I	19.60	58655.766
11 yrs +	Lt -II	20.21	60469.218