

AGREEMENT

BETWEEN

THE CITY OF TARPON SPRINGS, FLORIDA

-and-

**THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

AFL-CIO-CLC LOCAL NO. 3140

**October 1, 2025 - September 30, 2058
(three-year contract)**

I N D E X

ARTICLE 1	PREAMBLE	4
ARTICLE 2	RECOGNITION	5
ARTICLE 3	MILITARY LEAVE	6
ARTICLE 4	MANAGEMENT RIGHTS	7-8
ARTICLE 5	PROHIBITION OF STRIKES	9
ARTICLE 6	REPRESENTATION OF THE PARTIES	10
ARTICLE 7	UNION BUSINESS	11
ARTICLE 8	CHECK-OFF	12
ARTICLE 9	NON-DISCRIMINATION	13
ARTICLE 10	GRIEVANCE PROCEDURE	14
ARTICLE 11	ARBITRATION	15-16
ARTICLE 12	PAY PLAN	17
ARTICLE 13	RIGHT TO CONTRIBUTE VACATION	18
ARTICLE 14	LEAVE OF ABSENCE	19
ARTICLE 15	OFF DUTY COURT TIME	20
ARTICLE 16	WORK SCHEDULE	21-22
ARTICLE 17	PROBATIONARY PERIOD	23
ARTICLE 18	SENIORITY	24
ARTICLE 19	WORKING OUT OF CLASSIFICATION	25
ARTICLE 20	HOLIDAYS	26
ARTICLE 21	INJURY LEAVE	27
ARTICLE 22	SICK LEAVE	28
ARTICLE 23	VACATION POLICY	29-30

ARTICLE 24	EMPLOYEE RIGHTS	31
ARTICLE 25	EDUCATIONAL ASSISTANCE	32-33
ARTICLE 26	PRIOR BENEFITS	34
ARTICLE 27	SAFETY AND HEALTH	35
ARTICLE 28	DISCIPLINE	36
ARTICLE 29	GROUP HEALTH INSURANCE	37
ARTICLE 30	MISCELLANEOUS	38-39
	30.1 Safety Shoe Reimbursement	
	30.2 Clothing Allowance and Uniforms <u>Fire Equipment</u>	
	30.3 Uniforms	
	30.4 Travel Reimbursement Procedures	
	30.5 Reimbursement for Lost or Damaged Personal Property	
	30.6 Funeral Leave	
	30.7 Printing of Agreement	
	30.8 Licenses/Certifications	
	30.9 Drug Free Work Place	
	30.10	Deferred Compensation Plan
ARTICLE 31	INDEMNIFICATION	40
ARTICLE 32	REDUCTION-IN-FORCE	41-42
ARTICLE 33	EXCHANGE OF DUTY	43
ARTICLE 34	ENTIRE AGREEMENT AND SAVINGS CLAUSE	44
ARTICLE 35	DURATION AND TERM OF AGREEMENT	45
	SIGNATURES	46
APPENDIX 1	PAY PLAN	47
APPENDIX 2	PERFORMANCE EVALUATIONS	48-52

ARTICLE 1
PREAMBLE

1.1 This agreement is entered into by the City of Tarpon Springs, Florida, herein referred to as the "City" and Local 3140 of the International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as 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 all other terms and conditions of employment.

ARTICLE 2

RECOGNITION

2.1 The City recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, effective September 20, 1988, for the following agreed upon bargaining unit:

2.2 The only classification(s) of employees included in the bargaining unit are: probationary and full-time Firefighter/EMTs, Firefighter/Paramedics, Lieutenants, Driver Engineers, and Fire Inspector and District Captain. No other classification of present or future employees in the Fire Department are represented by Union under this agreement unless the parties mutually agree to the recognition of additional classifications.

2.3 Should the City establish new job classifications within the Fire Department, the City shall, provide notice to the Union of the establishment of such classification.

ARTICLE 3

MILITARY LEAVE

3.1 Employees covered by this agreement who are commissioned reserve officers or reserve enlisted personnel in the United States Armed Forces who may be called to active training duty with a federally recognized components of the Armed Forces. Such time off shall be granted for a period not to exceed the term specified in the orders to the employee to report for annual active duty training with said reserve component when, and only when, said active duty training is mandatory. Unless otherwise approved by the City Manager, such time off shall be limited to seventeen (17) calendar days in any one calendar year, except as otherwise required by law. Failure to report to work at the beginning of the next regularly scheduled working period following the duty shall be grounds for disciplinary action.

3.1.1 Employees will be paid the difference, if any, between the total pay they received from the government for the fourteen (14) day tour of duty and their basic wage rate from the City for the same period, provided military pay is the lower of the two. Such period of time shall not be counted as vacation time.

3.2 The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such order or statement must accompany the formal request for military leave.

3.3 All provisions of Florida Statutes 115.07 and 250.48 shall apply.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 The Union and the employees recognize the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing in this Agreement shall be interpreted as interfering in any way with the City's right to alter, rearrange or change, extend, limit or curtail its operations or any part thereof, to decide upon the number of employees that may be assigned to work on any shift or the equipment to be employed in the performance of such work or to classify or reclassify employees, change or add to or alter in any way job descriptions, reassign or reclassify employees, when in its sole discretion it may deem it advisable to do all or any of these said rights. Management officials of the City further retain all the rights, in accordance with the applicable laws of the State of Florida, regulations, and provisions of the Rules and Regulations, Personnel Policies and provisions of the Civil Service Rules and Regulations, but are not limited to the following:

- A. To manage and direct the employees of the City.
- B. To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
- C. To establish change or modify the number, types, and grades of positions assigned to the department and to classify or reclassify the types and grades or positions assigned to the department.
- D. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve from duties because of lack of work, funds or other legitimate reasons.
- E. To determine the methods, means and personnel by which said operations are to be conducted, including the right to contract and subcontract existing and future work.
- F. To determine the number of employees to be employed by the City.
- G. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.
- H. To set standards for services to be offered to the public.
- I. To exercise control and discretion over the organization and reorganization of the department and the efficiency of operations of the City.
- J. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- K. To establish, implement, and maintain an effective Internal Security Procedure.

4.2 The City and the City Commission have the sole authority to determine the purpose and mission of the Fire Department and the amount of the budget to be adopted by the City Commission.

4.3 If in the sole discretion of the City, it is determined that an emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of the contract shall

be suspended during the period of the emergency, by the City, provided that the wage rates and monetary fringe benefits shall not be suspended.

4.4 If the Union, its members or employees engage in any activities which are illegal under Chapter 447 of the Florida Statutes, the City will retain all of its rights under this Agreement and under the Florida Statutes.

4.5 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the employer, may be required to perform duties not within their job description, provided it is Fire related.

ARTICLE 5
PROHIBITION OF STRIKES

5.1 The Union, the employees, and the Union members agree not to engage in a strike, as defined in the Florida Statutes 447, work stoppages, or other similar forms of interference with the operation of the Fire Department.

5.2 Any employee who participates in or promotes a strike, work stoppage or other similar forms of interference with the operation of the Fire Department shall be subject to disciplinary action, up to and including discharge.

5.3 It is expressly understood and agreed that the Union shall not be held financially liable for damages suffered by the City in the event of any unauthorized violation of this Article by employees, provided the Union shall:

A. Within twenty-four (24) hours after the sending of telegraphic notice by the employer of such violation, promptly order the instigators and participants to cease all activities contrary to the provisions of this Article and contrary to the strike prohibition provisions of the Florida Statutes.

B. Within twenty-four (24) hours after the sending of telegraphic notice by the employer of such violation, prepare and furnish to each employee in the bargaining unit the following notice:

"We have been advised by the City of Tarpon Springs that a strike or other violation of Article 5 of our Agreement has occurred. Inasmuch as no such strike or other violation has been authorized or sanctioned by this Union, you are herewith instructed to return to work immediately and to cease violating Article 5 of this Agreement."

C. Join with the City, at its option, in obtaining an injunction in the State Court restraining such violation; and

D. Not interfere, directly or indirectly, with any attempts by the City to bring the unauthorized violation of Article 5 to an end.

E. In the event that certain bargaining unit employees who are involved in such unauthorized action shall refuse to discontinue such unauthorized actions, the City shall have the right to discipline or discharge from employment or take any and all actions allowed under the Florida Statutes against such employees without any recourse to the grievance procedure.

5.4 Employees covered by this Agreement, the Union or its officers, agents, representatives, agree that Section 447.505 of the Florida Statutes prohibits them individually or collectively as public employees or as the Union from participation in any strike against the City and prohibits them from instigating or supporting in any manner, a strike. Any violation of this Article, shall subject violator(s) to the penalties provided for by the Florida Statutes, this Agreement and the Rules and Regulations of the City.

5.5 The City shall not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

10
ARTICLE 6

REPRESENTATION OF THE PARTIES

6.1 The City agrees that during the term of this agreement, it will deal only with authorized representatives of the Union in matters requiring mutual consent or other official action called for by this agreement. Authorized representatives shall be defined as elected officers of the Union and duly elected or appointed stewards, provided that notification has been provided in writing to the office of the Fire Chief or his designee at least twenty-four (24) hours in advance of the appointment.

11
ARTICLE 7

UNION BUSINESS

7.1 Except in the case of an emergency, as defined in Article 7.6, Union members who are covered by this Agreement, shall be granted time off (one member per shift) by the Fire Chief to attend State, County, and local Union meetings, and other nonrecurring events, provided a written request is submitted 7 calendar days prior to the time off period, and at the time of approval sufficient manpower is available in the regular shift to properly man the department during the absence of the Union members.

7.2 Time off for attendance at IAFF meetings shall come from a pool of time established for this purpose.

A. Voluntary contribution of ~~ten~~ twelve (12) hours of vacation time per member per year during the month of ~~October~~ September under the following conditions.

B. Use of pool only with Chief approval.

C. Total pool time will never exceed 360 hours or 12 hours per employee whichever is greater. The contribution of pool time shall be communicated on the prescribed form supplied by the Union bearing the necessary information required by the Fire Chief. Members are able to donate to Union pool time after 90 days of employment.

D. There will never be any cost to the City for this program.

E. Once an employee donates time, it will be forfeited to the extent provided in F below.

F. Should the "pool" be terminated, any remaining time will be disposed of in one of the following ways:

1. Stop contributions - use up balance within the following twelve (12) months.
2. Liquidate immediately by mutual agreement.

G. The minimum use of "pool" time shall be two hours. Pool time is used and deducted on an hour for h o u r basis.

7.3 The Union shall provide 2 ft. x 4 ft. bulletin boards for each fire station for posting (by the Union) of notices of meetings and other official Union information. No such notice shall be posted unless signed by a member of the Union Executive Board and initialed by the Fire Chief or his designee.

7.4 The City shall furnish the Union with a copy of all written rules and regulations pertaining to employer-employee relations, including but not limited to: City Personnel Rules and Regulations, City Manager's Policies, Departmental Administrative orders, Departmental rules and regulations, Standard Operating Procedures, training orders, and other material regularly distributed to employees in the bargaining unit.

7.5 Union members may wear one IAFF pin positioned on their uniform in the area prescribed by the Fire Chief. All pins worn will be IAFF sanctioned and will be identical in design, size, and color. No IAFF type pins, other than this pin, will be allowed and, if worn, the wearer will be subject to disciplinary action without recourse to the grievance procedure.

7.6 An "emergency" is defined as an unforeseen combination of circumstances in the judgment of the Fire Chief.

12
ARTICLE 8

CHECKOFF

8.1 Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues.

8.2 The Union will notify the City as to any change in the amount of payroll deductions. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union within at least thirty (30) days in advance of the effective date of such change.

8.3 Dues shall be deducted from the first paycheck of the month and the funds deducted shall be remitted to the treasurer of the Union within thirty (30) days.

8.4 The payroll deduction shall be initiated or revoked by the employee notifying the City and Union in writing on the prescribed form at least 30 days in advance of the effective date.

8.5 Union members agree to change to bi weekly payroll if and when a city wide policy is established. Union members are strongly encouraged to participate in direct deposit.

8.6 The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City ~~of account of~~ resulting from payroll deductions of Union dues.

13
ARTICLE 9

NON-DISCRIMINATION

9.1 The City and the Union specifically agree that the provisions of this agreement shall be equally applicable to all employees covered herein without regard to race, color, creed, religion, sex, national origin, membership or non-membership in a labor organization or age as provided by law.

9.2 Any reference to male or female in this document shall be construed to apply to either sex.

ARTICLE 10**GRIEVANCE PROCEDURE**

A Grievance is hereby defined as any alleged dispute or controversy arising out of the interpretation or application of this agreement covering the employee or employees concerned. Unless by mutual consent a substitute procedure is adopted, grievance matters shall be processed in accordance with the procedure set forth in this Article 10. For the purpose of this Article, "business day" refers to Monday through Friday excluding City Observed holidays.

SECTION 1. INFORMAL PROCEDURE

It is the desire of the City to address grievances informally, and supervisors and employees are expected to make every effort to resolve problems as they arise. Nothing herein contained shall in any way be construed to discourage, diminish, or impair such informal procedures and practices.

SECTION 2. GRIEVANCE FILING

If informal efforts to resolve the grievance are unsuccessful, an employee or group of employees may initiate a formal grievance, no later than ~~seven (7) calendar~~ ten (10) business days following the occurrence, by completing Step 1, Part A of the prescribed grievance form.

- A. The employee must state the grievance clearly, setting forth the specifics involved and the reason why the employee considers it to be justified, and
- B. The employee must state the remedy desired.

STEP ONE (1) OF GRIEVANCE PROCEDURE

The grievance is submitted to the Fire Chief or his designee for resolution. The Fire Chief shall inform the employee of his decision and the reasons for the decision ~~business days of the (7) calendar of the (10)~~.

STEP TWO (2) OF GRIEVANCE PROCEDURE

If the employee is not satisfied with the Fire Chief's response, or if he/she does not receive such response within the time limit prescribed in the preceding paragraph, he/she may submit the grievance to the City Manager within seven (7) calendar ten (10) business days. The City Manager has seven (7) calendar ten (10) business days from receipt of the grievance in which to respond. The City Manager's response to the grievance shall be communicated to the employee on the grievance form.

- 2.1 Any exhibits, attachments or additional documentation in support of the grievance by the employee or response to the grievance by the Fire Chief or City Manager may be attached and become part of the grievance.
- 2.2 The time limits contained in this grievance procedure may be waived by mutual consent.
- 2.3 The aggrieved employee shall have the right to appear and has the right to the assistance of a union representative to represent the employee in grievance meetings.
- 2.4 All parties to the procedure are permitted to present relevant witnesses and documentation.

15
ARTICLE 11
ARBITRATION

11.1 Either party may request arbitration of a grievance unsettled at the last step of the grievance procedure in accordance with the requirements of this Article. For the purpose of this Article "business day" refers to Monday through Friday, excluding City Observed holidays.

11.2 Either party may submit the grievance to arbitration by sending to the other party, by registered mail or certified mail within ten (10) ~~calendar~~ business days or within the additional period of ten (10) ~~calendar~~ business days as extended by written agreement of the parties, after the City Manager's response is due in Step 2 of the grievance procedure, a notice in writing in which the matter to be arbitrated is clearly set forth, as provided herein.

~~The parties shall attempt to agree upon an independent arbitrator. If this cannot be done within seven (7) calendar~~ ten (10) business days after the notice is received above, the parties will seek the assistance of the Federal Mediation and Conciliation Services, the sole function of that organization being to assist in the selection of an arbitrator.

11.3 Only grievances which satisfy each of the following conditions are subject to arbitration hereunder:

- A. The grievance was filed in writing and processed in the manner and within the time limits prescribed in the grievance procedure of this Agreement.
- B. The written grievance and the request for arbitration clearly identifies the Section or specific provisions of the Agreement allegedly violated.

All demands for arbitration which are not subject to arbitration as a matter of right under the provisions of this Section above, shall not be subject to arbitration.

11.4 It is the specific agreement of the parties that an arbitrator, in determining whether a grievance upon which arbitration has been requested is arbitrable, shall:

- 1. Give strict interpretation to the terms of this agreement;
- 2. Consider that this agreement sets out expressly all the restrictions and obligations assumed by the respective parties and that no implied restrictions or obligations are inherent in this Agreement or were assumed by the parties in entering into this Agreement;
- 3. Find that the grievance upon which the request for arbitration is based on is not arbitrable unless the time limits and procedures provided for in the grievance procedure and this Article have been strictly complied with unless parties have agreed in writing to waive each time limit and procedure.

11.5 After the conclusion of the final step of the grievance procedure, either party may apply to the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators and from this list one (1) shall be selected by the process of elimination. The parties shall strike names from the list alternately, the moving party having the first strike, and the arbitrator remaining after each party had two (2) strikes shall be named the arbitrator for the grievance. Such arbitrator shall consider and determine the dispute pursuant to the established rules of arbitration and pursuant to the provisions of this Agreement and his decision shall be final and binding.

11.6 The cost of the arbitration shall be borne by the losing party. If neither party is sustained completely, the costs of the arbitration shall be split evenly between the two parties. If either party request a transcript, the cost will be split evenly. If during the course of the arbitration the aggrieved issue is resolved any associated cost will be split evenly.

11.7 The arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or alter in any way the provisions of this Agreement; he shall not have authority to pass on questions relating to his own jurisdiction; and he shall not have authority or be empowered to effect, rule upon, to grant extension of renewal of this Agreement.

11.8 In any dispute submitted to arbitration, the arbitrator shall be limited to rendering an award which is remedial and under no circumstances shall an employee be made more than whole or receive back-pay for a period prior to first filing a grievance in writing, furthermore, no award for back-pay shall exceed the amount of wages the employee would have earned at his regular wage rate less any unemployment compensation, or any other compensation from any source, that he was receiving while not working for the City.

11.9 The arbitrator shall render his award within thirty (30) calendar days after the date mutually agreed upon by the parties allowing for the receipt of the transcript and briefs submitted to the arbitrator which officially closes the hearing.

11.10 The arbitration award, if any, shall be implemented by the appropriate parties within fifteen (15) days after receipt of the award, unless either party intends to challenge the arbitrator's award in court of competent jurisdiction. In that event, the City shall officially notify the IAFF in writing.

17
ARTICLE 12

PAY PLAN

12.1 Any member promoted to the next higher rank/grade shall realize at least a five percent (5%) increase in base pay.

~~12.2 Lieutenants who are designated as "shift commanders" will be compensated for their increased responsibilities receiving five percent (5%) above their current base rate in the pay plan. Employees with this designation may be absent from duty for up to thirty (30) calendar days for whatever reason without loss of their designation and the five percent (5%). Employees filling in as "shift commander" during the designated shift commanders absence, will be eligible for the five percent (5%) increase after working such assignment for a period in excess of three (3) consecutive shifts.~~

12.3~~2~~ Wages

Beginning October 1, 2002~~5~~ through September 30, 2005~~8~~ pay ranges will be in accordance with Appendix 1, Pay Plan, attached to this Agreement.

12.3~~2~~.1 All salary increases in Article 12 are conditional upon performance evaluations as outlined in Appendix 2, Performance Evaluations, attached to this Agreement.

12.3~~2~~.2 Employees hired during the fiscal year will be granted experience credit the following October 1st, pro rated for each full month of active service with the City. This pro rating will apply to the first year of employment only.

12.4~~3~~ Certificate Allowances

~~Firefighter personnel earning the following certifications will receive allowances as outlined below, added to their base pay. Employees receiving such allowances will be chosen by the Fire Chief or his/her designated representative. This decision will be based on the employees' overall active interest and active participation in the the program (if applicable), to be re-evaluated annually.~~

~~12.3.1 *CPR Instructor Certificate* - \$15.00 \$25.00 per month added to base pay. Employees receiving \$15.00 per month added to their base pay for CPR Instructor will be chosen by the Fire Chief or his designated representative. This decision will be based on the employees overall active interest and active participation in the program to be re-evaluated annually and will be limited to maximum of nine (9) employees. The number of certificate allowances will be limited to twelve (12) employees.~~

~~12.3.2 *Fire Inspector Certificate* - \$15.00 \$25.00 per month added to base pay. Employees receiving \$15.00 per month added to their base pay for Fire Inspector Certificate will be chosen by the Fire Chief or his designated representative. This decision will be based on the employees overall active interest and active participation in the program to be re-evaluated annually and will be limited to a maximum of six (6) employees. The number of certificate allowances will be limited to nine (9) employees.~~

~~12.3.3 *Fire Officer I State Certification* - \$15.00 \$25.00 per month added to base pay. The number of employees receiving this certificate allowance will be limited to nineteen (19).~~

ARTICLE 13

RIGHT TO CONTRIBUTE VACATION

13.1 In the event that an employee's illness or physical incapacity should continue beyond the point where his/her cumulative sick leave and vacation leave have been exhausted, employees may contribute accumulated vacation time to said employee, not to exceed a total of thirty (30) shifts. Employee contributions must be in multiples of 4 hours per employee, must be approved by the Chief, and are not subject to the grievance procedure. If the Fire Chief deems it appropriate, employees may be allowed to contribute additional vacation leave beyond thirty (30) shifts.

19
ARTICLE 14
LEAVE OF ABSENCE

14.1 An employee may, on written application, be granted a leave of absence without pay upon the prior written approval of the City Manager for any of the following reasons:

- (1) Because of physical or mental disability of the employee.
- (2) Because the employee has announced his/her candidacy for public office.
- (3) Because the employee is entering upon a course of training or study for the purpose of improving the quality of his/her service to the City and/or of fitting himself/herself for promotion.
- (4) Because of extraordinary reasons, sufficient in the opinion of the City Manager to warrant such leave of absence.

14.2 Leave for any of the above reasons shall be subject to the following regulations:

- (1) Such leave shall not be granted for more than one (1) year.
- (2) An employee who is granted a leave of absence without pay and who is at that time eligible for a vacation leave shall be required to use such vacation leave prior to the commencement of the leave of absence without pay.
- (3) An employee granted a leave of absence hereunder shall, except as hereinafter provided, be restored to his/her former position on the expiration of the leave or, if approved by the City Manager, before the expiration thereof.
- (4) In the event that it is determined by the City Manager that it would be unreasonable and/or against the best interests of the City to restore such employee to his/her former position, or in the event that his/her former position has been abolished or filled in the meantime, he/she shall be placed at the head of the eligibility list for the class of position nearest approximating that in which he/she was employed immediately prior to such leave, provided he/she is qualified for such position.

14.3 Leave of absence without pay for thirty (30) calendar days or more, which the City has not extended, will be deducted from any determination of accrued seniority time.

Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date or classification seniority date to be adjusted.

ARTICLE 15

OFF DUTY COURT TIME

15.1 Employees required, on a duty related matter during non-working hours (off duty), to attend court or any other City legal matter in response to subpoena will be compensated as provided herein.

- (1) For court appearances of three (3) hours or less, the employee shall be guaranteed payment of (3) hours at their overtime rate, including travel time.
- (2) For court appearances in excess of three (3) hours an employee shall receive payment for all hours during his/her appearance, including travel time.
- (3) Employees shall receive the standard mileage allowance as stated in Florida State Statutes F.S.

112.061. Employees shall receive mileage allowance through the appropriate member of the judicial system. Should they be denied that reimbursement, the city will provide reimbursement with proof of that denial.

21
ARTICLE 16

WORK SCHEDULE

16.1 Shifts will remain twenty-four (24) hours on duty and forty-eight (48) hours off duty. The Department shall utilize the 56 hour work week with an A, B & C shift. The work shift shall start at 0700 and continue for 24 hours until relieved the following day at 0700. Each employee is to be ready to respond to an emergency at any time. The Department Operations Schedule shall be at the Fire Chief's discretion:

All schedules including Saturdays and Sundays are subject to change, at the discretion of the Lieutenant ranking officer.

16.1.1 Daily, weekly and monthly routines, as described in the Department's SOP, will normally be performed between the hours of 0800 and 1600 hours. Training, In-service Inspections, Hydrant Checks and other details as determined by the Fire Chief shall also be conducted during 0800 and 1600 hours unless other factors dictate differently.

16.1.2 Meal periods will normally be from 0700-0800; 1130-1300 hours; and after 1600 hours. Employees will receive 15 minute breaks normally at 0945 and 1430 hours.

16.2 Overtime shall be defined as any only regular hours actually worked other than employee's normal scheduled duty hours in excess of 56 hours (as provided in the Fair Labor Standards Act) during the designated 7-day work cycle. Also, any hours worked without employee having at least forty-eight (48) hours off. For purposes of overtime computation, actual hours worked, vacation, education leave and administrative leave with pay shall be considered as time worked. All other leaves of absence with or without pay shall not be considered as time worked.

16.3 Overtime Assignments -

- (1) The Department shall maintain a list of all personnel showing cumulative overtime hours worked, refused, or no contact made by each employee during the calendar year.
- (2) On duty Shift Personnel shall be used first before calling in personnel on overtime. If overtime is still needed the employee with the least cumulative hours on the overtime roster that meets or exceeds the qualifications needed shall be offered the overtime first.
- (3) In the event that the vacant position cannot be filled according to the standards provided in Section 16.3(2), the Lieutenant District Captain may designate a replacement from another classification, with the approval of the District Chief Fire administration. Line officers shall not be allowed to work overtime in a lower classification except under emergency conditions, as determined by the District Chief. Fire administration.
- (4) If a vacancy cannot be filled by call-in, an employee may be held over on mandatory overtime. Mandatory overtime shall use the same process as described in 16.3 (2) .
- (5) Personnel held over mandatoryily and not by choice, can, with the Lieutenant's District Captain's approval, divide the overtime with any other member to properly staff the shift.

- (6) Personnel are not permitted to call their ~~resident~~ residence at Department expense when held over.
- (7) Overtime pay is one and one-half (1½) times the employee's base pay multiplied by the number of hours worked.
- (8) Overtime required later in a shift due to appointments or unexpected illnesses, shall be the ~~duty~~ Lieutenant's ranking officer's responsibility to replace as needed.
- (9) Personnel working overtime shall submit an overtime slip by the end of that shift for ~~administration processing by the Personnel~~ end of that shift.
- (10) If the need for overtime is known in advance, the ~~low~~ person with the least cumulative overtime hours shall be given until 1930 hours to call back and accept the overtime. If after 1930 hours the ~~low~~ person called has not responded, the position can be filled by other personnel.
- (11) ~~An Engineer who is on overtime shall have precedence driving over an Acting Driver. An employee holding a full time position shall, while on overtime, have preference over an acting employee.~~
- (12) Once an employee has been cleared to work overtime, their beginning overtime hours shall be ~~an~~ average of all other personnel equivalent to the person with the highest number of overtime hours plus (+) one (1) hour.
- (13) Personnel who have been issued a suspension in accordance with Rule 18 - Discipline of the City's Personnel Rules and Regulations shall not be permitted to work overtime or exchanges until they have completed their next duty shift or until the end of the next pay period, whichever is later.

23
ARTICLE 17

PROBATIONARY PERIOD

17.1 All newly hired employees shall serve a probationary period of twelve (12) continuous calendar months, uninterrupted by any type of service break.

17.2 Probationary employees' service with the City may be terminated at any time by the City in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

17.3 During the probationary period, all the provisions of this Agreement will apply to probationary employees including the following conditions:

1. All employees are paid holiday pay from the first day on the job.
2. ~~Sick leave is available at the discretion of the Fire Chief from the first day of employment.~~
Except in cases of injury incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of thirty (30) calendar days of continuous service following the date of original appointment. Use of earned sick leave is authorized during the probationary period if necessary.

ARTICLE 18
SENIORITY

18.1 **CITY SENIORITY:** City seniority is defined as length of service with the City determined from the employee's most recent date of employment or re-employment.

18.2 **CLASSIFICATION SENIORITY:** Classification seniority shall be understood to mean length of service in a particular classification and shall be measured from the date an employee first worked in the classification to which he/she is presently assigned. An employee shall have classification seniority in no more than one (1) classification at any time. After successful completion of the probationary period, length of service in classification reverts to date of entry, transfer or promotion to present classification.

18.3 Length of service under this Agreement shall prevail only if ability, experience and training are equal as determined by the City.

18.4 City seniority shall be used for purposes of computing pensions, service awards and other matters based on length of service.

18.5 Classification seniority shall be used in conjunction with the job classifications for purposes of lay-off and recall.

18.6 Seniority of employees shall be terminated for reasons including the following:

1. Voluntary termination;
2. Discharge for just cause;
3. Failure to return to work unless the employee shall have a justified excuse for failure to return;
4. By the employee being absent from work for two (2) working days without properly notifying his/her immediate supervisor and giving a satisfactory reason for the absence;
5. Permanent layoff and has not been recalled for one (1) year.

18.7 Leave of absence without pay for thirty (30) calendar days or more, which the City has not extended, will be deducted from any determination of accrued seniority time.

Leave of absence without pay for a period of less than thirty (30) calendar days shall not cause the City seniority date or classification seniority date to be adjusted.

18.8 Any firefighter transferred to another position or department within the City of Tarpon Springs because he/she was physically disabled in the line of duty shall maintain all City rights previously accrued.

ARTICLE 19**WORKING OUT OF CLASSIFICATION**

19.1 Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he/she normally holds shall be paid a five percent (5%) bonus of his/her base pay while so acting after he/she works in the higher position for longer than 8 hours.—

19.2 Paramedics. Any paramedic who is required to accept the responsibilities and carry out the duties of driver/engineer shall be paid a five percent (5%) bonus of his/her base pay while so acting after he/she works in the position for longer than 8 hours.

19.3 Field Training Officer Assignment: Any paramedic covered by this agreement who is assigned as a Field Training Officer shall be paid five percent (5%) of his/her base hourly rate while actually working in this capacity. The selection, duration, program content and all other aspects of the Field Training Program shall be established and may be changed or modified at the discretion of Fire Administration.

19.4 All acting assignments shall be offered on the basis of qualifications for such assignment in the judgement of the Fire Chief.

19.5 Out of class pay shall be paid weekly.

26
ARTICLE 20
HOLIDAYS

20.1 HOLIDAYS OBSERVED: The following holidays shall be observed:

New Year's Day (January 1st)
Epiphany (January 6th)
Martin Luther King Jr. Day (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Veteran's Day (National Observance)
Thanksgiving Day
Day After Thanksgiving
½ Day Christmas Eve (December 24th)
Christmas Day (December 25th)

(All holidays will be observed on the calendar date.)

During the term of this agreement, all members of the bargaining unit shall enjoy the same holidays observed by the City of Tarpon Springs.

20.2 The above listed holidays will be paid accordingly:

Holiday Worked - Straight Time (18 hours)
Holiday Not Worked - Straight Time (12 hours)
Half day holidays will be paid at one-half of the above hours.

20.3 ELIGIBILITY FOR HOLIDAY PAY: The following requirements must be met by each employee in order to be eligible for holiday pay for each of the above paid holidays:

20.3.1. The employee must have worked the full holiday prior to and subsequent to the holiday. The foregoing attendance requirement shall be waived if the employee's inability to meet these requirements is for valid reasons in the opinion of Fire Chief.

20.4 HOLIDAY PAY NOT PAID: No holiday pay will be paid to employees on leave of absence or layoff. If an employee is scheduled to work on a holiday and is absent from work he/she shall not receive holiday pay for that day. ~~unless excused by the City.~~

27
ARTICLE 21
INJURY LEAVE

21.1 The City agrees to pay the following compensation to any employee injured while acting in the line of duty, in accordance with the following definitions, terms and conditions:

An employee who is temporarily disabled while acting in the line of duty will continue to receive wages subject to the following conditions:

1. The disability must have resulted from an injury or illness sustained directly in the performance of the employee's work, with case law regarding on-duty disability under the *Workers' Compensation Act*.
2. If incapacitated for the employee's regular position, such employee shall be given other duties with the Fire Department for the period of recuperation, if practical. Unwillingness to accept such an assignment as directed by the Fire Chief will make the employee ineligible for disability leave during the time involved.
3. A physician selected by the employer will be used to determine the physical ability of the employee to continue working or to return to work. Any medical or other examinations required by the employer shall be at the employer's expense with transportation to and from such examination provided by the employer.
4. No such leave shall be given for more than 90 days. The City Manager may grant additional monthly extensions of such ninety (90)-day period upon request of the employee.
5. An employee on ~~disability~~ workers' compensation leave shall receive full pay and benefits (except as outlined in subsection 6. below) during the period of recuperation without deduction from sick leave: during the first ninety (90) days. The employer shall pay the difference between workers' compensation benefits and the employee's net pay at the date of the injury for the ninety (90)-day period. After the ninety (90)-day period, the City will continue to pay the difference between workers' compensation benefits and the employee's net pay at the date of injury, but the employer shall deduct such difference from the accrued sick leave of the employee. After the accrued sick leave is exhausted, the employee is only entitled to workers' compensation benefits.
6. An employee involved in a motor vehicle accident while not wearing a seatbelt will be subject to the statutory reduction in pay in accordance with Florida Statute 440 Workers' Compensation Act. Exceptions to this requirement are permitted only in accordance with the department's Standard Operating Procedures.

21.2 Line of Duty Death

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 accumulative severance pay by the following pay period. _

21.2 It is the intention of these rules that nothing in these rules shall interfere with the normal procedures under the Workers' Compensation Law or the requirements of the City's Workers' Compensation insurance coverage.

ARTICLE 22
SICK LEAVE

22.1 GENERAL: The department has the right to expect employees to be healthy and fit for duty; to exercise sound judgment in maintaining their health and to take corrective measures, either temporary or long term, to insure full and complete recovery from an illness.

22.2 **SICK LEAVE NOTIFICATION:** Personnel shall call in sick ~~between the hours of 0600 and 0630~~ prior to 0630 hours of their scheduled shift and explain their condition which prevents duty. Permission not to call in at these times can be administratively approved in advance and shall be noted in the Lieutenants Log. Personnel failing to call in who have not obtained permission shall be subject to disciplinary action. Personnel shall remain in their residence while sick unless other arrangements are approved by the Chief.

22.3 IMMEDIATE FAMILY ILLNESS: Personnel may take sick leave due to illness of a member of his/her immediate family which requires his/her personal care and attention, not exceeding in any one (1) year the accumulated number of work hours in the employee's regularly scheduled work week, or upon approval by the Department Head a maximum of two (2) weeks. The term "immediate family" as used in this paragraph shall mean spouse, parents, stepparents, grandparents, children, stepchildren, grandchildren, brothers, stepbrothers, brother's wife, sisters, stepsisters, sister's husband of the employee or of the employee's husband or wife and parents of spouse.

22.4 Sick Leave Accrual for employees hired prior to October 1, 1996, will accrue fourteen (14) days per year or thirteen point zero six (13.06) hours per month. Sick time is charged at eleven point two (11.2) hours per shift. Sick leave not utilized for its intended purpose will continue to accrue and be included in the calculation at the time of the employees retirement or termination in good standing i.e.; after at least five consecutive years of service, shall be paid a percentage of accrued sick leave equal to their full years of services (i.e.; 5 years = 5%; 6 years = 6%, etc.) with a maximum not to exceed forty (40) days.

22.5 Sick Leave Accrual for employees hired on or after October 1, 1996 will accrue twelve (12) days per year or eleven point two (11.2) hours per month. Sick time is charged at eleven point two (11.2) hours per shift. The maximum allowable sick leave accrual will be capped at a level sufficient to provide short-term-disability protection for a period not to exceed 90 calendar days. Short term disability is equal to 90 calendar days which equals 31 shifts.

22.6 MISCELLANEOUS: Personnel calling in sick shall not be permitted to work overtime or exchanges until they have completed their next duty shift.

22.7 Sick Leave Abatement - At any time during the duration of this contract if the City reinstates the sick leave abatement program members that are covered under this agreement will receive it.

22.8 Should any changes be made to the City policy increasing employees' benefits regarding this section, the members of this bargaining unit shall be entitled to said increases.

29
ARTICLE 23

VACATION POLICY

23.1 Vacation time is accrued at eleven point two (11.2) hours per vacation day. Vacation is used and deducted on an hour-for-hour basis.—

23.2 Vacation is approved on a first come, first servedu basis.

23.3 Approval and cancellation of vacation is an Administrative prerogative.

23.4 Accumulation of vacation leave will normally not exceed a maximum of the number of days that can be accumulated by the employee in two (2) years as of September 30th of each year at their then rate of accrual.

23.5 Such vacation hours shall be defined as:

23.5.1 Employees hired prior to October 1, 1996:

Full Calendar Years	Vacation Hours	Monthly Accrual	Bonus Hours	Monthly Accrual	Total Hours
1 year	112	9.33	0	0	112
2 years	168	14.0	0	0	168
3 years	168	14.0	11.2	.93	179.2
4 years	168	14.0	22.4	1.68	190.4
5 years	168	14.0	33.6	2.80	201.6
6 years	168	14.0	44.8	3.73	212.8
7 years	168	14.0	56.0	4.66	224.0
8 years	168	14.0	67.2	5.60	235.2
9 years	168	14.0	78.4	6.53	246.4
10 years	168	14.0	89.6	7.46	257.6

23.5.2 Employees Hired on or after October 1, 1996:

Full Calendar Years	Vacation Hours	Monthly Accrual	Bonus Hours	Monthly Accrual	Total Hours
1 year	136	11.33	0	0	136
2 years	136	11.33	0	0	136
3 years	148	12.33	0	0	148
4 years	148	12.33	0	0	148
5 years	168	14.0	0	0	168
6 years	168	14.0	0	0	168
7 years	168	14.0	0	0	168
8 years	168	14.0	0	0	168
9 years	168	14.0	0	0	168
10 years	224	18.66	0	0	224

23.6 Vacation Self Funding: Vacation Sell Back will be available to all members for the duration of this agreement.

23.6.1 The vacation self funding program is available to all employees that accrue vacation time, have the requisite and eligible amount of accrual to fund the program and have not been subject to disciplinary action for a level 4 or 5 offense during the 12 month period preceding the vacation time to be taken off. An employee may utilize this program normally once during a benefit year (fiscal year).

23.6.2 In order for accrued vacation time to be eligible for sell back it must have been posted to ~~your~~ the employee's accrual balance no later than September 30 of the previous fiscal year. Vacation time off must be in full weekly increments.

23.6.3 A maximum of ten (10) days vacation may be sold back in any fiscal year. Sell back vacation time can be up to 5 days for each week taken.

- a). take one week and sell up to 5 days
- b). take two weeks and sell up to 10 days
- c). sell back vacation time will be paid at the time vacation starts.

23.7 Should any changes be made to the City policy increasing employees' benefits regarding this section, the members of this bargaining unit shall be entitled to said increases.

ARTICLE 24

EMPLOYEE RIGHTS

24.1 In order to give the employee notice and opportunity to be informed and for possible refutation, the Fire Chief or his designee shall provide the employee with a copy of any non-routine material which is being placed in the employee's personnel file. Non-routine material shall include written documentation of oral reprimands, employee notices, letters of commendation or any other material which is not generally associated with day-to-day administrative maintenance requirements.

24.2 The employer agrees that an employee shall have the right to include in the employer's official personnel record a written and signed refutation (including signed witness statements) of any material the employee considers detrimental.

ARTICLE 25
EDUCATIONAL ASSISTANCE

25.1 It is the policy of the City of Tarpon Springs to develop a better educated and more highly skilled work force by providing educational assistance to its employees in accordance with the guidelines established below.

(a) Eligibility:

The program is only available to permanent employees who have completed one full year of service; and have completed their initial probationary period and subject to the availability of funds.

Tuition refunds will be granted for courses offered by technical institutes, trade schools, correspondence schools or accredited colleges, universities, or other approved institutions.

All college or graduate courses taken towards obtaining a degree must be taken from a college or university accredited by the Southern Association for colleges and schools of the South East. Any exception must be approved by the Fire Chief and the Human Resources Department. All courses submitted under this policy must be job related. The initial determination of job relatedness shall rest with the employee's Fire Chief. The City Manager will be the decision maker if there is a disagreement between the employee and the Fire Chief or Human Resources Department.

Those desiring to participate must seek prior approval by submitting an Educational Assistance Request form to the Human Resources Department through the Fire Chief.

(b) Processing:

The Human Resources Department, upon receipt of this request, shall issue written approval/disapproval from the Human Resources Director. The employee is notified of that decision and the request is filed pending completion of the course(s).

Upon completion of the course(s), the employee shall submit receipt(s) of payment and final grade through the Department Head to the Human Resources Department. The Human Resources Department will then originate a requisition, along with copies of all materials, receipts, etc., to Purchasing for payment.

(c) Reimbursement:

There is a maximum of \$500.00 reimbursement and no limitation of job related courses, per employee, per fiscal year. This \$500.00 limitation will cover tuition, fees, and books and the employee may keep the books. If the City, at any time during the term of this Agreement, amends Policy Number 1, Educational Assistance to increase the maximum reimbursement, such amendment(s) will apply to union members.

The following reimbursement schedule is to be applied:

GRADE/EQUIVALENT EVALUATION RECEIVED	% REIMBURSEMENT
A or B	100%
C	75%
less than C	0%

For courses that do not use letter grades, but only indicate successful or unsuccessful completion, the reimbursement will be at ~~75~~ 100% for successful completion. If the employee is able to submit acceptable evidence as to what the equivalent letter grade to successful completion is, reimbursement will be granted accordingly.

25.2 Educational Leave – Each permanent employee will be eligible for (80) hours per fiscal year to be used as educational leave. All classes will be approved by the Chief or his designee before receiving time off. At any time during the term of this contract the city wishes to increase this benefit, all members will be covered under this Agreement.

25.3 All members are subject to having educational leave cancelled at any time due to financial constraints of the department.

25.4 The member applying for educational time must submit his/her request formally at least (10) days prior to the requested time off or at the discretion of the Fire administration. If multiple employees request the same time off, the employee who submits their request first will receive consideration first. If multiple employees request the same time off and submit their paperwork at the same time, the member with the most seniority will receive consideration first.

25.5 Members not using their time will not be permitted to accumulate hours and time not used will be of no monetary value.

25.6 Certificates/Degrees For Educational Leave

- Fire Science Degree
- Fire Technology Degree
- Fire Science Administration
- Fire Protection Engineer
- Municipal Management
- Public Administration
- Emergency Medical Technology
- Paramedic Technology
- Fire Science Vocational Education
- Florida State Fire Officer I and II certification courses
- Florida State Firesafety Inspector certification I and II/Re-Certification
- Florida State Fire Service Instructor I, II and III courses
- Florida State Fire Investigator I and II certification courses
- Pump Operator certification courses
- Firefighter I and II**
- Special Firesafety Inspector

25.7 Any additional courses, seminars, conferences or certification testing will be at the discretion of the Fire Chief and must be approved in advance.

ARTICLE 26

PRIOR BENEFITS

26.1 Any written rule, regulation, policy or procedure in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy or procedure to be compatible with this Agreement.

26.2 Employees covered by this Agreement are entitled to the benefits and rights of the City's Personnel Rules and Regulations, Policies and the Civil Service Rules and Regulations existing at the effective date of this agreement. Any changes after this date are not applicable to this bargaining unit. If any conflicts occur between this Labor Agreement and the City's Personnel Rules and Regulations, Policies and the Civil Service Rules and Regulations, the Labor Agreement shall take precedence.

35
ARTICLE 27

SAFETY AND HEALTH

27.1 The Fire Chief will make every reasonable effort to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage the employees to work in a safe manner. Also, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Within ~~seven (7)~~ ten (10) business days of receipt, departmental management shall respond in writing to the employee/Union regarding the disposition of their recommendations.

36
ARTICLE 28
DISCIPLINE

28.1 It is understood that this Article does not place any restriction on or modify in any way the management rights as outlined in Article 4 of this agreement.

28.2 Disciplinary Guidelines - For violations of Department Standards (SOPs), Personnel Rules and Regulations, and City Policies, discipline can be found in the City's Rule 18, (Suspensions, Demotions, and Dismissals), of the Personnel Rules and Regulations. If department standards conflict with Personnel Rules and Regulations and/or City policies, the City Rules and Regulations and/or City policies will prevail. It is understood that disciplinary action is not final until it is approved by the City Manager.

28.2.1 A days suspension equates to 11.2 hours and multiples thereof.

For Example:

One (1) Day = 11.2 Hours
Three (3) Days = 33.6 Hours

Employees will serve 11.2 hours of a given suspension per shift and will be required to work the remainder of said shift.

28.3 Employees shall be notified within 7 calendar days of a ~~known violation~~ decision made by administration to impose discipline.

28.4 It is understood that the City will provide a copy at each station, and 1 copy to the Union of all Personnel Rules and Regulations, and City Policies, and Fire Department SOPs and any other documents that an employee can be suspended, demoted, dismissed or held accountable for in any manner. This information must be kept up to date by the City.

ARTICLE 29

GROUP HEALTH INSURANCE

29.1 The Group Health, Dental and Life Insurance for the employee will be paid by the City of Tarpon Springs, and the coverage for dependants will be paid by the employee. During the term of this contract the City will investigate and attempt to improve dependent health care rates and quality of coverage. If at any time during the term of this contract the city makes improvements and or subsidizes dependent health care coverage all union members shall receive this benefit.

38
ARTICLE 30

MISCELLANEOUS

30.1 Safety Shoe Reimbursement

The City will reimburse a maximum of \$90.00 per year or at a higher rate as reflected by city policy to offset the cost of safety shoes.

30.2 ~~Clothing Allowance and Uniforms~~ Fire Equipment

Personnel are allocated ~~\$300.00~~ \$400.00 per year for the purchase and maintenance of the uniform and accessories. Such allotment is received on a quarterly basis in ~~their~~ the employees' paychecks on the first week of April, July, October and January. Purchases through the Department must be authorized as part of the uniform or accessory. All uniforms are to be purchased through the Department and orders placed with the Chief's Secretary on approved forms.

30.3 Uniforms

~~City will supply uniforms each fiscal year 1 class A shirt (if needed), 2 slacks, 1 jump suit (if needed) and 3 polo style shirts. to be determined by the Fire Chief.~~

30.4 Travel Reimbursement Procedures

Refer to City Policy Number 5, Travel Reimbursement.

30.5 Reimbursement for Lost or Damaged Personal Property

An employee may be reimbursed for loss or damage to personal property, excluding uniform, in the performance of his/her duty subject to the following restrictions:

- A. The maximum reimbursement under this provision is \$100.00 per year.
- B. Requests for reimbursement must be made within the shift in which the loss or damage occurs.
- C. Reimbursement for lost or damaged personal property must be approved by the Fire Chief and shall be final.

30.6 Funeral Leave

~~Due to~~ In the event of a death in the employee's immediate family, ~~not exceeding~~ a total not exceeding of (1) one shift day, ~~would~~ will be charged to funeral leave. The term "immediate family" as used in this paragraph shall mean namely, a father or mother, stepfather or stepmother, foster father or foster mother, father-in-law or mother-in-law, brother-in-law or sister-in-law, grandfather, grandmother or grandchild, brother or sister, stepbrother or stepsister, husband or wife, child, stepchild, parents of spouse or any relative by blood or marriage living in the same establishment as the employee. In the event that unusual circumstances should necessitate an absence longer than one (1) shift days to accomplish the purpose for which this paragraph is designed, the employee's Department Head, with the prior approval of the City Manager or his designee, may authorize sick leave not to exceed one (1) shift day. In order to be eligible for funeral leave, the employee must attend the funeral. The City will consider the addition of aunts, uncles, nieces and nephews to the city wide funeral leave policy. If this policy is changed all union members will receive this benefit.

30.7 Printing of Agreement

The employer agrees to provide the Union with three (3) copies of the Labor Agreement within fourteen (14) calendar days after Board of Commission Ratification.

The employer will furnish a copy of the Labor Agreement to each Fire Station and Headquarters.

30.8 Licenses/Certifications

The Department shall continue to pay for all certifications/licenses that the employee is required to maintain ~~during the course of their employment. as currently being paid.~~

30.9 Drug Free Work Place

The Parties agree that the City has in place a "Drug Free Workplace" program under the Florida *Workers Compensation Act*, in present form and as amended by law. ~~The Union agrees that during regular scheduled annual physicals drug testing may be done during regularly scheduled annual physicals, post accident and upon reasonable suspicion for safety sensitive positions, in accordance with Florida Statute 440 *Workers' Compensation Act*.~~

30.10 Deferred Compensation Plan

~~If, at any time during the term of this agreement, the IAFF implements a deferred compensation plan for its members, the Parties to this Agreement shall meet to discuss the feasibility of making payroll deductions for those members who wish to participate in such plan.~~

The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any deductions made pursuant to any IAFF deferred compensation plan.

ARTICLE 31

INDEMNIFICATION

31.1 Pursuant to City ordinances, the City of Tarpon Springs shall indemnify all bargaining unit members acting within the scope of their employment.

31.2 The City will not object to the Union joining in any suit filed on behalf of the members arising from suits covered in 31.1.

31.3 The member agrees to cooperate fully with the City's attorney, if the City undertakes the defense of said member. The City will request the insurance carrier's attorney defending the City to send copies of all correspondence and pleadings sent to the City to be sent to the member as well.

31.4 If any notification appears in the member's personnel file regarding litigation to which the officer is a party for any performance of duty and if the City's insurance carrier determines to settle such suit for the reason that settlement is more economical for the carrier than extended litigation, the carrier will be requested to send a letter to the City to be placed in the member's personnel file that the settlement does not necessarily mean that any conclusion was reached concerning possible wrong-doing by the member. In the absence of a letter from the insurance carrier, the City will make this notation in the member's personnel file. Provisions of this section will be complied within thirty (30) days of notification by the carrier of the settlement.

ARTICLE 32**REDUCTION-IN-FORCE**

32.1 LAY-OFF Whenever it becomes necessary, through lack of work or funds, to reduce the number of employees in the Fire Department, the department Chief shall report such reduction to the Union in writing. The employees laid off shall be those who at the time of the lay-off are actually employed and

- A. Who had been in the service of the City by actual employment the least total time previous to such date. Provided that no service shall be included prior to a period of absence from service which extends one (1) year.
- B. Who in the event that two or more employees affected have the exact same amount of service in the classification, the employee with the highest efficiency, as determined by the Fire Chief, will be deemed to be the senior employee.

The employees subject to lay-off will have the opportunity to bump down based on total years of service in the department.

- C. However, in lieu of lay-off, the department Chief with the approval of the Board of Commissioners of the City, may order a reduction in the hours of employment for the employees in such department.

32.2 In the event of a reduction in the number of members in any grade, the members shall be retained in that grade according to seniority, and those members thus being forced back to a lower grade or class, will thereafter receive the pay of said lower grade or class, and in the event the grade or class is again increased, shall be first to succeed to said old grade or class according to seniority, without further examination or probationary period, and in the event a reduction in said force or any grade thereof causes a member of the lowest grade of said force to go into inactive duty, said member or members on inactive duty shall not receive any pay, but said inactive member shall not lose his/her seniority, provided he/she remains inactive for a period not exceeding one (1) year, and enters on said active duty within ten (10) days after notice has been given him/her by the City that a position is open.

32.3 REINSTATEMENT

- A. Any employee in the classified service laid off under "lay-off" of this Article may be reinstated without examination except physical examination, in a vacant position in the same class and of the same title within one (1) year from the date of such separation.
- B. The names of such persons shall be entered upon a list in the order in which laid off and shall remain thereon for a period of one (1) year and shall be certified in preference to names from the eligible register, the persons having been laid off first to be reinstated last.
- C. Employees laid off in the Fire Department shall have the preference for vacancies in that department or administrative branch.
- D. Employees laid off in the Fire Department in which original appointment is dependent in part upon a physical examination shall, if required by the City, pass a new physical examination.

32.4 A seniority list shall be certified by the City of all members of the bargaining unit and post same on the Union bulletin board. Such list shall be considered correct unless written objection is raised.

32.5 All sections of this Article are subject to Rules and Regulations of Florida Department of Labor and Employment Security. These regulations set by State Statute will take preference over these writings, if applicable.

ARTICLE 33**EXCHANGE OF DUTY**

33.1 Duty exchanges are a privilege and not a right. Duty exchanges will be considered in accordance with the following provided there is no additional cost to the City. All exchanges are to be submitted on the proper form and must bear the signatures of both participants. Lieutenants are the approving authority for all subordinates and they have the right to deny any requests at their sole discretion. All Lieutenant exchanges will have Administration approval. If approved, the employee(s) shall be responsible for working the shift(s) as assigned subsequent to the duty exchange. Personnel shall not sign an exchange slip for another employee.

33.2 Personnel calling in sick or family sick when scheduled to work an exchange will be charged with Sick leave as described in Article 22. Personnel who call in sick or family sick when scheduled to work an exchange ~~will not be allowed to work any exchanges for 90 days following the call in.~~ following the call-in as outlined below, except to repay any exchange of duty time owed to other employees:

a) for 45 days after a first occurrence.

b) for 90 days after a second or subsequent occurrence within one (1) year of the first occurrence.

ARTICLE 34**ENTIRE AGREEMENT AND SAVINGS CLAUSE**

34.1 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

34.2 The City and the Union for the entire duration of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

34.3 If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

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

ARTICLE 35**DURATION AND TERM OF AGREEMENT**

35.1 This Agreement supersedes all prior Agreements and any and all written or oral understandings regardless of their nature between the City and the Union.

35.2 This Agreement shall be effective as of October 1, 2002~~5~~5, and shall remain in full force and effect until its expiration date, September 30, 2005~~8~~8. This Agreement shall continue in effect thereafter unless amended or terminated in the manner hereinafter provided. Either party desiring to amend or terminate this Agreement, shall notify the other party in writing at least seventy-five (75) days, but not more than ninety (90) days prior to September 30, 2005~~8~~8, the expiration date. However, either party may notify the other party in writing prior to the aforesaid "window period" but not earlier than March 1, 2005~~8~~8. In the event of early notification, the party so notified shall make a good faith effort to commence with negotiations within twenty (20) calendar days, unless reasonable cause can be shown to the requesting party.

The attached Agreement between the City of Tarpon Springs, Florida, and the International Association of Fire Fighters, AFL-CIO-CLC, Local No. 3140, (I.A.F.F.) was ratified by the Board of City Commissioners on the ___ day of _____, 20025.

Ratified by the membership of the Tarpon Springs Fire Bargaining Unit of the International Association of Fire Fighters, AFL-CIO-CLC, Local No. 3140 (I.A.F.F.), this ___ day of _____, 20025.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on this ___ day of _____, 20025.

CITY OF TARPON SPRINGS

International Association of Fire Fighters,
AFL-CIO-CLC, Local No. 3140

BY: _____
CITY MANAGER
Ellen S. Posivach

BY: _____
PRESIDENT
~~Andrew Kuhn~~ Eric Vukcevic

ATTEST:

APPROVED AS TO FORM:

~~Kathy M. Alesafis~~ Irene S. Jacobs
City Clerk/Collector
City of Tarpon Springs, Florida

Thomas Gonzalez, Esquire
Labor Attorney

APPENDIX 1

PAY PLAN

Fiscal Year 2005 – 2006

TIME PERIOD	MINIMUM	MAXIMUM
FIREFIGHTER/EMT		
Hour	\$11,2993	\$16,4370
Week	\$632.76	\$920.47
Annual	\$32,903.56	\$47,864.54
FIREFIGHTER/DE		
Hour	\$11,9639	\$17,4039
Week	\$669.98	\$974.62
Annual	\$34,838.88	\$50,680.16
PARAMEDIC		
Hour	\$13,8795	\$19,3377
Week	\$777.25	\$1,082.91
Annual	\$40,417.10	\$56,311.38
LIEUTENANT		
Hour	\$17,5737	\$20,8848
Week	\$984.13	\$1,169.55
Annual	\$51,174.61	\$60,816.54
DISTRICT CAPTAIN		
Hour	\$18,4523	\$21,9290
Week	\$1,033.33	\$1,228.02
Annual	\$53,733.10	\$63,857.25

Fiscal Year 2006 – 2007

Wage Increase

Employees covered by this agreement will receive a minimum of five percent (5%) in actual base pay or greater as determined by the Board of Commissioners' approved City-wide increase. No employee will receive a base pay amount greater than the maximum of the salary range.

Salary Ranges

Salary ranges for positions covered by this agreement will be adjusted by a minimum of two and one-half percent (2½ %) or greater as determined by the Board of Commissioners' approved City-wide increase.

Fiscal Year 2007 – 2008

Wage Increase

Employees covered by this agreement will receive a minimum of five percent (5%) in actual base pay or greater as determined by the Board of Commissioners' approved City-wide increase. No employee will receive a base pay amount greater than the maximum of the salary range.

Salary Ranges

Salary ranges for positions covered by this agreement will be adjusted by a minimum of two and one-half percent (2½ %) or greater as determined by the Board of Commissioners' approved City-wide increase.

APPENDIX 2**PERFORMANCE EVALUATIONS****POLICY STATEMENT**

It is the policy of the City of Tarpon Springs to periodically and regularly evaluate the performance of its employees. This is to be done in an orderly, systematic and documented manner. The evaluation process is to allow a free flow of information between the supervisor and employee and should constructively cover both positive and negative aspects of the employees' performance.

I. FORMAT OF PERFORMANCE EVALUATION

The performance evaluation shall be made on a standard form approved by the City Manager, which provides for the signature of the employee as evidence that he has been informed of his rating and has had an opportunity to discuss it with the supervisor. The standard form provides a uniform and consistent method of evaluating employee performance related to the assigned duties and responsibilities of the employee.

A brief description of each performance area is included in the standard form. These definitions are not all inclusive, but deliberately general in nature. Supervisors are encouraged to use extra paper when additional space for comments, is needed, etc.

II. STANDARDS OF PERFORMANCE AND EVALUATION JUDGMENT

A. The performance evaluation shall represent the best judgment of the supervisor with approval by the Department Head. The evaluation is to document a profile of the employee's performance.

B. In the absence of a formally defined quantitative standard for any pertinent performance area, the performance for that area shall be measured against what the supervisor believes to be a reasonable standard for the job and the particular situation.

C. Both the employee and the supervisor should recognize that, although the employee's job product is primarily determined by the quantity and quality of work produced, inadequate performance in any applicable performance area could seriously impair the efficiency of other employees.

D. The supervisor should avoid:

1. Basing the evaluation on recent behavior instead of the whole rating period.
2. Allowing irrelevant factors to influence the evaluation.
3. Failing to include unfavorable comments even though justified.
4. Rating all subordinates on the same level.
5. Relying on memory.

E. Supervisors shall discuss the evaluation with the employee, covering both the employee's accomplishments and shortcomings, so that positive aspects of the employee's performance are reinforced and less than satisfactory performance is emphasized for improvement. At the time of discussion with the supervisor, the employee shall be given the opportunity to examine the performance evaluation and attach written comments if the employee disagrees with rating.

III. WORKSHEET DOCUMENTATION

A. Department Heads and supervisors are encouraged to keep worksheet documentation of significant events concerning the job performance of individuals under their supervision. These worksheet documentations can be essential in assessing performance and providing uniform treatment of all employees because they enable the rating supervisor to evaluate the job performance of the employee on the basis of written information compiled between appraisals rather than having to rely on memory. The Worksheet Form is designed so that documentation will be made in a chronological and specific manner. To ensure that all supervisors approach Work Sheet documentation in a consistent and positive manner, the following guidelines and suggestions have been developed and are outlined below.

B. It should be remembered that Work Sheet documentation is used for a variety of reasons including but not limited to:

1. Job Performance. Recognition of job performance will certainly affect an employee's morale. Generally, employees desire to do a good job and reviewing good performance will serve to reinforce such performance while discussing weaknesses will allow the employee to correct deficiencies. Written documentation that is positive, when reviewed with an employee, should result in a positive attitude toward the job.
2. Accountability. Policies and procedures, which are reviewed with the employee and documented on Work Sheets, assure supervisors that the employee has been informed and should understand the material that has been reviewed.
3. Discipline. Contacts made with the employee concerning disciplinary action should be completely documented on Work Sheets. Should the disciplinary action administered by management become subject to the grievance procedures, accurate Work Sheet documentation is essential.
4. Periodic Review of Employee Performance. Work Sheets should support an employee's evaluation by reflecting what the employee's performance has been for a review period.

C. Work Sheet Forms entries should either be made in ink or typewritten. Starting with the review period at the top of the Work Sheet, the From date should be the date of the first entry on the Work Sheet, and the To date should be the date of the last entry on the Work Sheet. Enter the employee's last name, first name, and middle initial along with the classification of the employee. If the employee's classification should change, then a new Work Sheet should be started. Each entry should be dated (indicate the date that the entry is made) and signed by the supervisor making the entry. When the entry is made, mark the block or blocks that best describe the entry. If none of the blocks are appropriate, then mark Other. After completing the entry and reviewing it with the employee, enter the date reviewed with the employee in the space provided following the entry. Encourage the employee to sign or initial the entry; however, it is not required. Should the employee elect not to sign or initial the Work Sheet entry, note on the Work Sheet "Employee elected not to sign" and record the date that the entry is reviewed with the employee.

D. The following guidelines should be applied when making Work Sheet entries:

1. All entries should be timely and accurate. Make sure that you thoroughly record the incident, whether it is good or bad, exactly as it happened - do not exaggerate. Do not delay making an entry, since such a delay could result in the entry not being recorded as it actually happened. In essence, the entry should be recorded while the incident is still fresh in your mind.

2. Make entries as legible as possible. Remember, other people may have the need to read your documentation and unless it is legible, it could be worthless. Work Sheet entries must not be made in pencil. Black or blue ink should be used.
3. Date and sign the entry. Each entry must be dated and signed, not merely initialed, by the supervisor making the entry. If documentation were to be used for any subsequent evaluation, it is essential that the day the incident occurred and the supervisor who observed it are noted on the Work Sheet.
4. Review the entry with the employee. If entries are not reviewed with the employee, appropriate action that should be taken by the employee may not be clearly understood. Remember, prior to covering the entry with the employee, ask yourself the question "Is the entry an accurate reflection of the employee's conduct/work performance?"
5. It is recommended that Work Sheet entries be made at least once a quarter and on an "as required" basis throughout the year. Entries in multiple categories should be made throughout the review period. This will ensure that sufficient entries are made throughout the year to assist in administering the periodic review of employee's performance properly and also so that the employee has a good understanding of their performance.
6. Work Sheet documentation should be specific and generalization should be avoided. Documentation should include WHO, WHAT, WHEN, WHERE, and WHY. The data should be objective (personal opinions should be clearly noted as such and should be separate from the factual).
7. Work Sheets are a permanent part of the employee's local personnel file and should never be removed or destroyed. Work Sheets must be attached to the employees annual evaluation.

IV. RATINGS

The following ratings will be employed when evaluating employee performance:

SATISFACTORY: The employee meets your expectations of acceptable job performance. They have no notable weaknesses. An employee with this rating will receive a salary adjustment determined by Article 12 of the 2002 - 2005 collective agreement.

SATISFACTORY, WITH IMPROVEMENT NEEDED: The employee's performance is marginally acceptable to a varying degree depending on the number of performance areas where improvement is needed. This performance rating is for employees that have one or more performance areas where improvement is needed, but not to the extent that their performance is unsatisfactory overall. The supervisor is to explain the weaknesses and the corrective action required in the "comments" section of the evaluation form.

An employee's annual salary adjustment in this category will be determined by reducing the increase outlined in Article 12 of the 2002⁵ – 2005⁸ collective agreement by one percent for each performance area needing improvement. For example, if one performance area needs improvement, the employee's salary percentage increase will be reduced by one percent. If two performance areas need improvement, the salary increase is then reduced by two percent. In order to justify this rating, the supervisor must have documented any performance weaknesses or deficiencies that are observed during the year which have not been corrected. This documentation can be based on any verbal or written comments or cautions to the employee noting weak performance.

A copy of any written comments or cautions to the employee should be sent to the Human Resources Department for placing in the employee's record. If believed to be warranted by the supervisor, a written record of any verbal comments or cautions should also be made available and forwarded to the Human Resources Director. A written record of these verbal communications could be as simple as one or two sentence-handwritten notes. This demonstrates that the employee was cautioned prior to the annual evaluation. These comments are public information and an employee may review these comments at anytime. See "Attachment 1" for action required. This does not apply to Charter exempt employees.

UNSATISFACTORY: The employee's performance is unacceptable. This could be based on severe deficiencies in as few as one or two performance areas, or milder deficiencies in numerous performance areas where the overall employee's performance is unsatisfactory. The employee in this category will not receive a salary increase. The supervisor must explain the deficiencies and the corrective action required in the "comments" section of the evaluation form. See "Attachment 1" for action required. Written documentation of any observations of performance weaknesses or deficiencies is necessary. However, these must be based only on written comments or cautions to the employee during the year noting poor performance. Verbal comments alone do not demonstrate sufficient concern by the supervisor to justify this annual performance rating.

V. INEFFICIENT EMPLOYEES

Failure of an employee to perform their duties satisfactorily is sufficient grounds for appropriate levels of disciplinary action including demotion, suspension or dismissal.

Employees in this situation are referred to the Personnel Manual and in particular to Rule 18, Section, "Guidelines For Disciplinary Action".

ATTACHMENT 1**PLAN OF CORRECTIVE ACTION**

A personnel corrective action plan (outlined below) must be developed within 30 days of the date that the employee reviews the evaluation.

An employee receiving a rating of “Unsatisfactory” or “Satisfactory, with Improvement Needed” on their performance evaluation will be subject to the following:

1. The supervisor and the employee must develop a Plan of Corrective Action addressing the area of deficiency and the steps to correct it.
2. A reasonable time for correction of the deficiency must be stipulated and that time will determine the re-evaluation period, normally not to exceed six (6) months.
3. If the deficiency has been corrected within the re-evaluation period, the employee’s salary will be adjusted to the annual rate that would have been in effect, had there been no such deficiency. Said salary adjustment will be effective six (6) months following the implementation date of the reduced salary. (e.g. April 1st following an October 1st fiscal year salary adjustment)
4. Failure to remedy the deficiency within the stipulated time may lead to disciplinary action.