

Agreement

Between

The City of

New Port Richey

And

I.A.F.F.

Local 1158

For Fiscal Years

2023-2024

2024-2025

2025-2026

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 Certification Number 1238, 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.

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.

All time limits in this article are binding and considered of the essence. If a grievance is not advanced to the next step by the grieving party in a timely manner as required by this article, it shall be considered waived at that step. If the responding party fails to respond in the required time limit, the grievance shall be automatically advanced to the next step. Time limits may be extended by mutual written consent between the appropriate parties at each step.

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

An employee shall present his complaint in writing to the Captain in charge of his/her station with or without the presence of a steward. The Captain shall attempt to resolve the complaint and shall indicate in writing the date of the discussion and the result of that discussion within ten (10) business days.

Step 1:

If the complaint is not resolved through the meeting with the Captain a grievance may be submitted in written form by the employee to the District Chief within ten (10) business days of the meeting between the employee and the Captain.

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. (citing specific article(s) and/or section(s))
3. The remedy or adjustment requested.
4. The signature of the grievant.

The District Chief will discuss the grievance with the employee with or without a Union Steward present and give his answer, in writing, within ten (10) business 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 Fire Chief or his/her designee within ten (10) business days from the date that the District Chief signed the grievance for step 2. A meeting between the Fire Chief or his/her designee and

the grievred employee with or without a Union Steward shall be held within ten (10) business days after the referral to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall give his/her written answer within ten (10) business 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 City Manager within ten (10) business days after having received a written answer from the Fire Chief. The City Manager shall give his/her answer within ten (10) business days after receiving the appeal.

Step 4:

If the matter is not resolved as provided in step 3, the Union shall within fifteen (15) business days of the City Manager's answer provide the City Manager written notice of the intent to arbitrate and request a Florida sub-regional list of seven (7) arbitrators to be provided by the Federal Mediation and Conciliation Services. After the receipt of the list, representatives of the parties shall select an arbitrator through alternate striking of the names on the list. A flip of the coin shall determine who shall strike the first name, and then the other party shall strike a name. The process shall then be repeated until one name remains and the remaining name shall be the arbitrator selected and the Federal Mediation and Conciliation Services shall be notified of his/her selection as arbitrator.

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. Newly hired probationary employees, and the Union on their behalf, shall not have access to this Grievance Procedure for any matter except for matters directly relating to the wages and benefits addressed in this Agreement.

Section 6. The Arbitrator shall be limited to considering only those issues and articles allegedly violated that are presented at the Step 3 level.

Section 7. Nothing contained herein shall prohibit the employee from utilizing the process included in the Personnel Rules and Regulations – Human Resources Policy Manual 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) business 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 process included in the City's Personnel Rules and Regulations – Human Resources Policy Manual.

Section 9. For purpose of computing time limits herein, all complaints must be filed with the Station Captain to which the aggrieved employee is assigned, and a business day shall be considered to end at 11:59 p.m. In computing the time limits for all grievance Steps, but only for those Steps, a business 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 7
HOLIDAYS

Section 1. The following legal holidays shall be observed on stipulated days recognized by the City:

New Year's Day	Martin Luther King Day
Good Friday	Memorial Day
Juneteenth	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

Four (4) Floating Holidays (8 Hours each) eligible after twelve (12) months of employment
One (1) Personal Leave Day (8 Hours) eligible after twelve (12) months of employment
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: 24-hour shift 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. 24-hour shift employees on scheduled leave on a designated holiday shall receive 8 hours of holiday pay and be charged their designated leave time. The 24-hour shift employee on leave will not receive the additional four (4) hour holiday pay for working that day
- B. 24-hour shift employees will receive holiday pay based on the actual holiday dates. 8- hour shift employees will receive holiday time (the day off) based on the observed holiday. The observed holiday, unless stipulated differently by the City for a specific holiday 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. The City agrees to publish a list of dates of designated holidays at the start of each calendar year.
- 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. An employee who takes a partial day off as sick leave shall have their holiday pay reduced on an hour for hour basis for any hours used as sick leave up to the full amount of holiday pay.

- 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.
- G. Employees working overtime on the observed holiday shall be eligible for up to four (4) additional holiday pay hours providing they meet the requirements of letter D and E in this section. If an employee does not meet the requirements of letter D and E and works the holiday they would not receive any holiday pay even though they worked overtime on the holiday. If an employee works a twelve (12) hour overtime shift (outside of their normally scheduled shift) on the holiday they shall receive two (2) additional hours of holiday pay. If an employee works the entire twenty-four (24) hour overtime shift (outside of their normally scheduled shift) they shall receive the additional four (4) hours of holiday pay. No other incremental hours shall be considered for additional holiday pay hours.

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 four (4) hour increments.
- C. Fire Chief or his designee(s) are responsible for the approval of floating holiday requests.

Section 4. Personal Leave

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.

- A. 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.
- B. Use of Personal Leave will not affect the Medical Incentive Leave award.
- C. 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.

- D. Personal Leave is allowed to be taken in four (4) hour increments.
- E. Fire Chief or his designee(s) are responsible for the approval of personal leave.

Section 5. Payment for Unused Leave

Employees who voluntarily leave employment (retirement, resignation) shall be reimbursed for unused accrued vacation 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 9
WAGES and COMPENSATION

Section 1. Wages

A. Step Increases

1. For each year of this Agreement (FY 2023-24, 2024-25, and 2025-26) bargaining unit members will be eligible for step increases. Each bargaining unit member is eligible for no more than one step increase per fiscal year.

2. All future step increases, after the expiration of this Agreement, are subject to negotiation and agreement upon the reopening of this Article (9) in a successor agreement by the parties prior to being paid.

3. The actual step construction referenced in Article 10 Section 5 and Appendix A & B shall be as follows:

For Fiscal Year 2023-24, effective the beginning of the first payroll period of the fiscal year, the steps as reflected in Appendix A, which have been increased by 5.5% from the Fiscal Year 2022-23 steps, shall apply.

b. For Fiscal Year 2024-25, increases to each step, if any, will be established through reopener negotiations.

c. For Fiscal Year 2025-26, increases to each step, if any, will be established through reopener negotiations.

For Fiscal Years 2024-25, and 2025-26, the parties will append to this Agreement revised versions of Appendix A that reflect any increases to the steps for those fiscal years.

B. 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. If still found to be less than satisfactory, the employee shall not be eligible for a wage increase until their next annual evaluation.

C. The current pay plan for Firefighters and Captains shall continue with the following addition:

1. Any FFII & above classified employee who successfully completes and becomes a State Certified Fire Inspector 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.
- 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.

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.
- C. If the employee fails the Department Paramedic Protocol Exam, employee will not be eligible to take the exam for 30 days from the date of the initial exam.
- D. If the employee cannot pass the Department Paramedic Protocol Exam after two attempts the employee will be discharged due to failure to comply with Employment Agreement.
- E. If the employee does not successfully fulfill the Department Paramedic Internship Training, employee will be discharged due to failure to comply with Employment Agreement.

Section 3. Time spent in court or a judicial hearing, while not on duty, on behalf of the City, 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 at time and a half of their regular hourly rate. Should said appearance go beyond the two (2) hour minimum, the employee shall be compensated for actual hours spent in attendance at time and a half of their regular hourly rate.

Section 4. The Employer shall provide an annual allowance of \$650.00 for repair, replacement and servicing clothing articles. The City agrees to pay this as per current practice.

Section 5. Christmas or Holiday Bonus

Members of the bargaining unit are eligible for any discretionary Christmas or holiday bonus that may be given to other employees.

Section 6. Coordinator Pay

- A. The City shall pay Fifty Dollars (\$50.00) per month for an employee designated as Breathing Apparatus Repair Coordinator.
- B. Emergency Medical Coordinators QA (Quality Assurance) Forty dollars (\$40) per month. The department will provide up to three persons to serve as Emergency Medical Coordinators QA (Quality Assurance). The Emergency Medical Services Coordinator will be a District Chief and no longer receive compensation for this position and will be assigned as part of their responsibility within the department.
- C. 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 Department's need for the position has changed. Should the Fire Chief decide that it is necessary to change, eliminate, or remove the employee from the position, employee will be given 30 days' notice if possible.

Section 7. Mandatory Meetings

Off-duty FF's attending Department mandated meetings will be compensated at their time and one-half hourly rate.

Section 8. City Fire Safety Inspection Program

The City shall establish a pilot Fire Safety Inspection Program in consultation with the Union. Employees eligible to participate in the Program shall be paid time and one-half their regular rate of pay when conducting off-duty inspections under the Program. The City may discontinue the Program at its discretion and the discontinuation shall not be grievable.

ARTICLE 10
PERSONNEL PRACTICES

Section 1. Promotional Exams

It is understood that the Fire Chief, may due to budgetary concerns, not fill a promotional vacancy. The Fire Chief will inform the Union, as soon as possible, if there is a delay in filling the promotional vacancy.

- 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/or 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 promotional process.

- C.** The Fire Chief 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 Captain. The Fire Chief may waive 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.** Education
 - f.** Work History
 - g.** Disciplinary History
 - 2.** Some of these tests or evaluations may be given separately or grouped together into what is sometimes referred to as an Assessment Center.
 - 3.** 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 minimum-passing grade for any examination shall be eighty percent (80%).

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 five (5) business 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.

Section 2. Promotional Lists

Promotion and Appointment Lists - The names of all personnel who may be lawfully appointed and who have attained a minimum passing grade of eighty percent (80%) 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.
- B.** 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.** 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 Captain), 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.

- C. Employees hired on or after October 1, 2023, must obtain State of Florida Paramedic Certification within three (3) years of their hire date. The Fire Chief may grant an extension of up to one (1) additional year; however, the denial of the extension shall not be grievable.

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. All candidates for promotion to Captain must have completed the Fire Officer I certification, Fire Safety Inspector I, ICS 300 & 400 as a condition of eligibility to qualify for examination. Additionally, candidates must attain Incident Safety Officer certification within six (6) months of their promotion and must attain Incident Safety Officer certification as a condition of eligibility to qualify for examination unless exempted at the discretion of the Fire Chief.
- 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 V 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. Firefighters must be in the career ladder steps as follows:
 - Probationary FF for minimum of 12 months
 - FFI for 12 months
 - FFII 18 months
 - FFIII for 18 months
 - FFIV for 2 years
 - FFV for 2 years
 - FFVI for 30 months
 - FFVII for 3 years
 - FFVIII indefinite

(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 Agreement

3. Captains must be in the career ladder steps as follows:
 - Probationary Captain for minimum of 6 months (12 months_for Captains hired from outside the City)
 - Captain I for 3 years
 - Captain II for 3 years
 - Captain III for 3 years
 - Captain IV indefinite

(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 C attached at the end of this Agreement

4. If the employee fails the Career Ladder Program Examination, it may be retaken after 60 calendar days.
 5. Effective the beginning of the first pay period after ratification of this Agreement, employees who have already qualified for advancement to a higher step in the career ladder program as modified by this Agreement will be advanced to the appropriate higher step. Employees who meet the time requirements for a higher step, but who have not satisfied the examination requirements for that step, will not be advanced to the higher step in the career ladder program until they successfully complete the examination requirements for that step.
- 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 the following payroll 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.
- G.** In lieu of completion of a Career ladder Examination, the Fire Chief may consider successful completion of a pre-approved 45-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 B or better (80%), "pass" for pass/fail classes, and satisfactory completion 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 successfully completed within a year of the step date. All time limits contained within this section shall be tolled for the length of time the career ladder is frozen.
 - 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.

H. Evaluations by the District Chief or Captain will be required for all career ladder advancement.

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

- C. 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.

- D. 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 Human Resources Department specifying the reasons for the extension of the probationary period beyond one hundred-eighty (180) days.
- E. 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 to 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. Non-probationary employees based on seniority.
- B. Employees shall be laid off on the basis of the following factors: classification, seniority, performance ratings and the recommendation of the Fire Chief. In these circumstances the needs of the City and the Firefighter's respective skills and qualifications will also be considered.
- C. 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.
- D. Any employee who is to be laid off will be given ten (10) business days' notice or as much advance notice as possible depending upon the circumstances at the time.
- E. Duties performed by an employee laid off may be reassigned to other employees already working.

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 Non-probationary employees who are laid off shall have their names placed on the layoff section of the eligible list for no more than one (1) year. 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/her sole discretion, extend the eligible list for one (1) additional year.
- C. Laid off employees who are re-employed within six (6) months 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 return to work.
- D. The City will offer recall to laid off employees by certified mail to the last known address. Within ten (10) business days of the certified receipt date, laid off employees must signify their intention of returning to work to the Human Resources Office.
- E. Recall will be offered to laid off employees provided they can demonstrate they are physically and otherwise qualified to perform the duties of the job.

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 to attend services and to assist in the personal affairs of the deceased if necessary, 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. The definition of immediate family shall not be more restrictive than the definition in the City Personnel Policy Manual. The mere fact of a listed relative dying does not automatically grant an employee paid funeral leave. The concept of funeral leave is for the purposes of attendance at the funeral service, mourning and/or putting the affairs of the deceased relative in order. 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 72 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.

ARTICLE 22
MISCELLANEOUS

Section 1. Safety Committee

The Union will select a representative to be on the Fire Department's Safety Committee. The committee shall meet pursuant to Florida State Statute 633.810.

Section 2. Pension Plan

The City of New Port Richey and the employee organization IAFF Local 1158 recognize that the New Port Richey Firefighter Retirement System is administered under the current plan document adopted by the City, Article III, Chapter 17, Code of Ordinances. This document may be amended from time to time by amendment adopted by the City Council. The City and Union understand that pension is a mandatory subject of bargaining and can choose to bargain the pension benefit or changes to the plan or in place of bargaining both parties can agree to work through the pension board and make specific recommendations concerning the plan to the City Council. This section may be re-opened at any time during the life of this agreement upon the request of either party.

The City of New Port Richey Firefighter Retirement System provides as follows:

A. Compensation

Salary means total cash remuneration paid by the City for services rendered, but overtime payments up to three hundred hours (300). Salary does not include payments for accrued sick leave. Salary includes all tax deferred, tax sheltered or tax-exempt items of income derived from elective employee payroll deductions or salary reductions. Compensation in excess of limitations set forth in section 401(a)(17) of the code shall be disregarded.

B. Employee contribution

Each member of the System shall contribute six and one-half (6.5) percent of his or her Salary to the fund. In any year in which the City's net actuarially required contribution is less than six and one-half (6.5) percent of covered payroll, the City's and members' contributions will be adjusted so that both the City and the member's share equally in the reduction (e.g., if the City's net required contribution is scheduled to be \$20,000 less than 6.5%, then the City's contribution will be \$10,000 less than 6.5% and the members' contribution will be \$10,000 less than 6.5%).

C. Normal retirement

A member's normal retirement date shall be the first day of the month coincident with, or the next following the date he or she attains age 52 and completes ten (10)

years or more of credited service or the date he or she completes 23 years of creditable service. Tom Christian shall retain their current normal retirement date (20 years and age 50).

D. Normal Retirement Benefit

The monthly retirement benefit shall equal three and one-half (3 1/2) percent of average final compensation, for each year of credited service accrued through September 30, 2013. The monthly retirement benefit shall equal three (3) percent of Average Final Compensation for each year or part thereof of credited service accrued after September 30, 2013 through the effective date upon the adoption by the City of an ordinance implementing these amendments. The monthly retirement benefit shall equal three and one-quarter (3.25) percent of Average Final Compensation for each year or part thereof of credited service accrued after the effective date upon the adoption by the City of an ordinance implementing these amendments. The monthly retirement benefit for any member shall not exceed seventy-five (75) percent of average final compensation.

E. Early Retirement

A member shall be eligible for early retirement upon attainment of age fifty (50) and the completion of ten (10) years of credited service. Credited service and average final compensation shall be determined as of the early retirement date, but actuarially reduced to take into account the member's younger age and the earlier commencement of retirement income payments not to exceed three (3) percent for each year by which the member's age at retirement preceded the member's normal retirement age.

F. Accumulated excess Chapter 175 premium tax monies

The parties mutually consent and agree that the total amount of accumulated excess Chapter 175 premium tax monies held in reserve as of the effective date of this Agreement shall be applied to reduce the City's annual required contribution to the Firefighter Retirement System.

G. Future excess Chapter 175 premium tax revenues

The parties mutually consent and agree that the total amount of future excess Chapter 175 premium tax monies shall be applied to reduce the City's annual required contribution to the Firefighter Retirement System.

H. Share Plan

A Defined Contribution ("Share Plan") will be created by the City in consultation with the Union to implement the provisions of Section 175.351(6), Florida Statutes,

subject to the provisions of paragraphs F and G of this Section.

I. DROP

Going forward from the effective the date of the Ordinance's amendment, members shall be eligible to enter the DROP under the terms of Section 17-50.17 of the Firefighters' Retirement System, except that members shall be limited to a one-time irrevocable option of being credited with either interest at an effective rate of 1.5% per annum or the Retirement System's net investment

Section 3: Insurance Plan

The City shall provide bargaining unit employees health insurance under the same plan and terms as the City's other non-management employees. Should the employee premiums be increased by 10% or more, the Union shall have the right to reopen this Section for negotiations.

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 laid-off or terminated by the department.

Section 6. Employment Agreements:

The Union recognizes all employment agreements as binding for newly hired personnel currently in effect, as well as newly issued agreements to new employees (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.

<u>Item</u>	<u>Quantity</u>
City ID Badge	1
Key Fob	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
Polo shirt	2

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. The Fire Chief shall have the right to allow a member who achieves normal retirement to keep their City-issued helmet upon their date of retirement.

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.”

<u>Item</u>	<u>Quantity</u>
Sweatshirt	1
Long Sleeve Dress Shirt	1
Light Jacket	1
Dress Pants	1
Dress Shoes	1
Polo Shirt	up to 3 for officers up to 3 for FF up to 2 for part-time
Tee Shirts Long Sleeve and/or Short Sleeve	2 for career 1 for part-time

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 are in their possession.
- H.** The following items will not be issued to individuals, but will be maintained as community property within the Department.

- Rain Coats
- Safety Goggles
- Window Punch
- Heavy Jackets
- Pocket Spanner

ARTICLE 32
DURATION, MODIFICATION, AND TERMINATION

Section 1. This Agreement shall be effective upon ratification by both parties and shall continue in full force and effect until the 30th day of September 2026, **subject to the reopeners listed in this Contract.** 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.

Section 2. Subject to the restrictions contained within the specific articles of this agreement, each party may re-open up to two (2) Articles in the second and third years of this agreement.

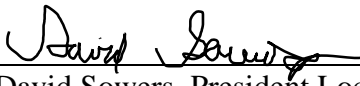
ATTESTATION

Executed this ____ day of _____, 2024 in Pasco County, Florida

For the City of New Port Richey,

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

Debbie L. Manns, City Manager



David Sowers, President Local 1158

Judy Meyers, City Clerk


Corbin Mitchell, Vice Pres. Local 1158

Alfred Davis, Mayor

**Appendix A Career Ladder
New Port Richey Fire Dept. Career Ladder Step Plan Effective 10/01/2023**

FF/EMT			
	Career Step	Hourly Rate	Est Annual
	Prob FF	16.2048	\$48,614.40
	FFI	17.3759	\$52,127.55
	FFII	18.5047	\$55,514.10
	FFIII	19.8762	\$59,628.60

FF/Paramedic			
	Career Step	Hourly Rate	Est Annual
	Prob FF	18.9584	\$56,875.20
	FFI	20.2033	\$60,609.90
	FFII	21.4587	\$64,376.10
	FFIII	23.2522	\$69,756.60
	FFIV	25.2356	\$75,706.80
	FFV	25.7209	\$77,162.70
	FFVI	26.1324	\$78,397.20
	FFVII	26.5438	\$79,631.40
	FFVIII	26.9553	\$80,865.90

Captain /Paramedic			
	Career Step	Hourly Rate	Est Annual
	Prob. Capt.	25.8053	\$77,415.90
	Capt. I	26.2062	\$78,618.60
	Capt. II	26.9869	\$80,960.70
	Capt. III	28.2846	\$84,853.80
	Capt. IV	29.8776	\$89,632.80

Part-time Firefighter/EMT	
Current	New
Hourly Rate	Hourly Rate
\$15.00	\$15.83

Part-time Firefighter/Paramedic	
Current	Proposed
Hourly Rate	Hourly Rate
\$16.50	\$17.41

**APPENDIX B
FIREFIGHTER 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 12 months as FF I	Tested by Department	May be scheduled 3 months prior to their anniversary date (in previous step)
Firefighter III	Completion of 18 months as FF II	Completion of one of the required Pump Operators Courses or any other 40 hr approved class	No test upon satisfactory completion of course
Firefighter IV	Completion of 18 months as a FF III	Completion and Certification as a Pump Operator by the State	State Certification Test for Pump Operator
Firefighter V	Completion of 2 Years as a FF IV	Courses as approved by the Fire Chief; replaced with Fire Officer I Certification by State effective 10/1/25	May be scheduled 3 months prior to their anniversary date (in previous step) or Satisfactory completion of an approved class; replaced with Fire Officer I effective 10/1/25
Firefighter VI	Completion of 2 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 30 months 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 3 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

Appendix C
Fire Captains Career Ladder

Designation	Time requirements	Educational Requirements	Testing Information
Probationary Captain	Minimum 6 months for promotions; minimum 12 months for new hires	Any conditions of employment for the position	No test upon satisfactory completion of probation
Fire Captain I	Completion of probation	Florida Incident Safety Officer Certification	Task Book/Performance Evaluation
Fire Captain II	3 years as a Fire Capt I	Florida Fire Service Instructor I Certification by State	State Exam/Performance Evaluation
Fire Captain III	3 years as a Fire Capt II	Fire Officer II	Fire Officer II
Fire Captain IV	3 years as a Fire Capt III	Fire and Lifesafety Educator Certification by State	State Exam/Performance Evaluation