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Agreement
Between
The City of
New Port Richey
And
I.A.F.F.
Local 1158
For Fiscal Years

2020-2021 ~~2017-2018~~

2021-2022 ~~2018-2019~~

2022-2023 ~~2019-2020~~

NEW PORT RICHEY FIRE DEPARTMENT

Mission Statement



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

LOCAL 1158 MISSION STATEMENT



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

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PREAMBLE

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

ARTICLE 1
RECOGNITION

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

INCLUDED: All persons in the classifications designated in PERC 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.

Section 4. The parties agree that the City will create three (3) additional Captains positions. This shall not waive management's right to establish staffing levels.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. Management Rights

Florida Statute 447.209 shall govern this Agreement.

Section 2. Emergency Conditions

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

Section 3. Arbitration

Nothing in this Article shall be subject to Arbitration.

ARTICLE 3
GRIEVANCE PROCEDURE

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

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) five (5)** 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) five (5)** 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 five (5) 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) five (5)** 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) five (5)~~ 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 grieved employee with or without a Union Steward shall be held within ~~ten (10) five (5)~~ 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) five (5)~~ 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) five (5)~~ business days after having received a written answer from the Fire Chief. The City Manager shall give his/her answer within ~~ten (10) five (5)~~ business calendar days after receiving the appeal.

Step 4:

If the matter is not resolved as provided in step 3, the Union, or the grievant, shall within ten (10) 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 parties shall not be permitted to assert in any arbitration proceeding any evidence, which was not submitted at the Step 2 level.

Section 7. Nothing contained herein shall prohibit the employee from utilizing the 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 five (5) 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 4 **NO STRIKE**

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

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

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

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

ARTICLE 5 **STEWARDS**

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

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

ARTICLE 6
CHECK OFF

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

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

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

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

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

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

ARTICLE 7
HOLIDAYS

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

New Year's Day	Martin Luther King Day
Good Friday	Memorial Day
Independence Day	Labor Day

Veterans Day
Day after Thanksgiving

Thanksgiving Day
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 8
VACATIONS

Section 1. Annual Vacation Leave Accrual Rate

- A. Annual vacation leave will be accrued on a monthly basis and computed as of the anniversary date of the original hire of the employees covered by this contract who have been continuously employed from the date of employment or re-employment.
- B. The vacation year shall be measured from October 1st to September 30th of the following year.

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

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

Section 2. Carry Over

- A. It is the City's policy that employees be absent from the job for vacation (rest and relaxation) purposes at least once a year for a minimum of two (2) weeks. The Chief or his designees are responsible for the approval of employees for annual vacation leave purposes.
- B. There shall be no carry-over of any annual vacation leave hours in excess of the employee's yearly accrual amount in accordance with the stated policy above in Section 1. If the employee needs to carryover vacation time that is above his/her accrual rate, a written request must be submitted to the Fire Chief no later than August 1 of the current fiscal year. Request must include the dates and reason for carryover. The City Manager may, at his/her sole discretion, consider approving any additional carry-over due to operational requirements and based on the individual employee's written request stating the reason why the additional carry-over of any hours should be considered.

Section 3. Usage

- A. After completion of six (6) months of continuous service, employees shall be eligible to use annual vacation leave as accrued.
- B. Annual vacation leave shall normally be granted for periods of not less than four (4) hours.

- C. With the consent of the Department, vacation will be selected in accordance with Special Order 95-300-3.
- D. The request for annual (vacation) leave shall be submitted in writing to the Chief or his/her designee not less than 72 hours prior to the beginning of the leave. Annual vacation leave may be taken only after the necessary approval is obtained.
- E. If an emergency should arise requiring an employee to take annual vacation leave time for an emergency that does not allow for the 72-hour pre-approval time, said employee shall call the shift supervisor no later than 0700 hrs and request unscheduled leave. The employee will justify the request to the District Chief or Captain who has the authority to grant or deny the request.
- F. The City oversees the scheduling and approval of annual vacation leave and reserves the right to restrict the selection of certain days based on special activities. The City will make every effort to honor pre-approved leaves.

Section 4. Payment for Unused Leave

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

hourly rate is exclusive of any premiums, bonus or other type of incentive.

ARTICLE 9
WAGES and COMPENSATION

Section 1. Wages

A. Step Increases

1. For each year of this Agreement (~~FY 2020-21, 2021-22, and 2022-23~~ ~~Oct.1, 2017 through Sept 30, 2020~~) 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 increased as follows: remains as status quo for this Article on Pay Provisions.

a. For Fiscal Year ~~2020-21~~ ~~2017-2018~~, effective the beginning of the first payroll period of the fiscal year, ~~the steps as reflected in Appendix A shall apply the 1.75% increase already granted to the bargaining unit employees shall be added to each step (as already reflected in Appendix A).~~

b. For Fiscal Year ~~2021-22~~ ~~2018-2019~~, effective with the first payroll period of the fiscal year, each step shall be increased by the percentage amount provided to the general non-bargaining unit employees for that fiscal year.

c. For Fiscal Year ~~2022-23~~ ~~2019-2020~~, effective with the first payroll period of the fiscal year, each step shall be increased by the percentage amount provided to the general non-bargaining unit employees for that fiscal year.

For Fiscal Years ~~2021-22, and 2022-23~~ ~~2018-19 and 2019-20~~, 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 Rental Watch Program

Employees shall be eligible to participate in the City's Rental Watch Program, under the Program's terms and conditions, as established by the City Manager in consultation with the Union.

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 test.
- 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. ~~Effective October 1, 2005,~~ If as a condition of employment for newly hired personnel or as a requisite of promotion, an employee is required to complete educational requirements and or Certifications: (such as but not limited to Paramedic, or 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.

Section 5. Career Ladder Program

- A. The completion of a Career Ladder exam shall be required for the positions of Firefighter 1 (FF1), Firefighter II (FF2), For all personnel hired after October 1, 2005; in order to be eligible for advancement in the Career Ladder Program, the candidate must have completed their initial probation and have completed any educational requirements or certifications which were a condition of hiring (see Section 4B). All personnel hired after October 1, 2007 must have completed one of the required Pump Operator courses prior to becoming a Firefighter III (FF3). All personnel hired after October 1, 2007 must have completed the requirements and have attained a State Pump Operators Certification prior to becoming a Firefighter IV (FF4). Attainment of the certification shall be equivalent to testing for the position.
- B. ~~Effective October 1, 2005~~ All candidates for promotion to Captain must have completed the Company officer certification, State Inspection, ICS 300 & 400 as a condition of eligibility to qualify for examination. Additionally, ~~for FY 2017-18 and FY 2018-19,~~ candidates must attain Incident Safety Officer certification within six (6) months of their promotion; ~~beginning FY 2019-20,~~ candidates ~~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 IV through FFVIII shall be pre-approved by the Fire Chief for a specific step increase.
- D. The responsibility for preparing and scheduling career ladder exams rests with the employee.
1. A copy of the Career Ladder Program Resource List for exam preparation will be maintained at each Fire Station.
 - a. It is the employee's responsibility to acquire the resources for studying.
 - b. A copy of each required reference material shall be made available by Fire Administration.
 2. Any changes to the Career Ladder Program Resource List must be in effect at least 60 days for use in any scheduled examination.
 3. Employees must schedule a Career Ladder Program Examination at least 30 days prior to the requested date for the examination to be taken.

- E. Employees must schedule Career Ladder Program Examinations to be taken prior to their anniversary date.
1. Employees may schedule the Career Ladder Program Examination any time after nine (9) months in their current step, or 3 months prior to their eligibility date once they are in the FFIII position or above.
 2. 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 11
POSTING OF AGREEMENT

The City will provide a digital copy of this Agreement, placed on a shared drive. One (1) printed copy will be posted at each Station. The city will provide one (1) digital copy of this Agreement to be emailed to each employee in the bargaining unit.

ARTICLE 12
BULLETIN BOARDS

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

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

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

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

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

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

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

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

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

ARTICLE 13
WORK SCHEDULE

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

- A. Each of which will work in a rotation of 24 hours on duty and 48 hours off duty.
- B. This is recognized as a 56-hour workweek.

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

Section 3. Overtime Selection

Selecting employees for overtime work shall be based upon a list maintained so as to equalize overtime to the extent practicable. Overtime rates will be calculated based on an adjusted regular rate pursuant to FLSA.

~~All bargaining unit Firefighter and Fire Captains working one hundred six (106) hours or less on either (A), (B), or (C) shift during the established Fourteen (14) consecutive work day period shall be paid at the straight hourly rate set forth in this contract. Should Fire Department Employee be required to work more than one hundred six (106) hours in any fourteen (14) consecutive day work period, all such time shall be considered overtime work. Call back, court time related to the City, mandatory meetings are all paid at time and one half rate.~~

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

- A. The person filling in is acceptable to District Chief/Captain prior to the change.
- B. All exchanges shall be in accordance with FLSA.
- C. The person desiring the change shall notify the District Chief/Captain of the anticipated change not less than 72 hours prior to the start of the anticipated change unless such exchange arises under emergency situations. Notification shall be a completed exchange request submitted to the District Chief/Captain no less than 72 hours in advance. An incomplete request or a late request will not be approved. Any exception to this rule shall only be granted by the Fire Chief or Assistant Chief.
- D. No person may be allowed to exchange more than 24 consecutive hours.

- E. The employee working the exchange time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.
- F. If the person agreeing to loan or fill in time is sick or fails to appear for the exchange, his/her annual (vacation) leave account will be charged for the actual expense incurred by the employer in filling in for the employee who is sick or fails to appear at the current accepted pay increments.
- G. The person agreeing to fill in for another employee is obligated to remain on duty in the absence of the person with whom the exchange is made.
- H. Notwithstanding any provisions to the contrary above, the Employer shall not be required to allow any exchange if doing so would impose upon the Employer liability for any additional overtime compensation in excess of what the persons may otherwise be entitled.
- I. Time exchange may not be less than four (4) hours.
- J. Employees may not exchange more than a total of one hundred and eighty (180) hours, (initial request) in a fiscal year unless approved by the Fire Chief. Exception: Firefighter may exceed this amount (initial request) if the shift trade request is for school (refer to paragraph "Q" this section). Simple submission of request shall not be considered approval of the Fire Chief. Fire Department approved classes and seminars, or other shift exchanges that are deemed to be in the best interest of the department shall not be counted against this time.
- K. It shall be the District Chief's responsibility to track the number of hours exchanged each year.
- L. Employees will use the following guidelines when using trade time:
 - Firefighter/EMT with Firefighter/EMT
 - Firefighter/Paramedic with Firefighter/Paramedic
 - Captain/EMT with Captain/EMT
 - Captain/Paramedic with Captain/Paramedic
- M. At no time shall time exchange create a reduction in service. This shall include but not be limited to placing an ALS vehicle out of service.
- N. The Fire Chief or his designee may allow "out of grade" exchanges if he/she feels it will not create a reduction in service or it is felt to be in the best interest of the Department to allow said exchanges.
- O. Compensating a fellow bargaining unit member who accepts a trade with anything other than fulfilling the trade by working for that bargaining unit member is strictly prohibited. Such action will be grounds for discipline up to and including

termination.

- P. All shift trade paybacks are to be completed within the same fiscal year as the original request.
- Q. If the shift trade is for job-related training, Firefighter requesting shift trade must provide the District Chief/Captain with evidence of enrollment for the school, seminar, etc. Acceptable forms of enrollment include, but are not limited to, registration payment receipt and/or tuition payment receipt. Upon completion of training, Firefighter is required to submit certificate and/or transcript to District Chief/Captain.
- R. Any exception to these rules in this section shall only be granted by the Fire Chief or Assistant Fire Chief.

Section 5. Fair Labor Standards

A. The City of New Port Richey has established a pay period of a fourteen (14) day work cycle for the purposes of the Fair Labor Standards Act. The fourteen (14) day cycle will coincide with the City's payroll dates. In accordance with the FLSA all employees shall be paid overtime for all time worked (excluding time exchanged) in excess of one hundred six (106) hours in the fourteen (14) day cycle.

For the purposes of overtime computation, holiday leave, sick leave, funeral leave, jury duty leave, military leave, and other absences from duty on active pay status shall not be considered as "time worked". Call back, court time related to the City, mandatory meetings are all paid at time and one-half rate (1½) regardless of the total hours worked.

B. Special Event Premium Pay

A Special Event is defined as an event within the City such as a concert, festival, or athletic event, etc., that is to be staffed by employees covered by this Agreement who are not on their assigned duty day. Bargaining unit employees who are assigned to work a Special Event on their scheduled days off will be paid premium pay equal to time and one-half their regular rate for all hours worked on a Special Event. Special Event Premium Pay will not be paid to bargaining unit employees who are part of the regular shift staffing who respond to a call for service at a Special Event. Special Event Premium Pay time shall not be included in calculating the employees' regular rate of pay for overtime purposes and shall be credited against any overtime owed in the work cycle.

Section 6. Shift Transfers

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

waived, however; such authority shall not be exercised in an arbitrary or capricious manner.

Section 7. 40 Hour Assignment:

Employees reassigned to a forty-hour work week for more than four (4) weeks (example: worker's comp injury, administrative assignment) will accrue and use this time at the forty-hour rate the same as non-union employees as outlined in the City's Rules & Regulations.

ARTICLE 14
WORK RULES AND PREVAILING RIGHTS

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

Section 2. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. The Fire Chief or his designee shall notify the Union Representative of the change as early as practicable prior to implementation. Final authority to change, modify or delete any rule or regulation rests with the City, so long as it does not violate the agreed terms of this Agreement and in conjunction with Florida State Statutes.

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 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 five (5) 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 16 **MEDICAL LEAVE**

Section 1. General

Paid sick leave is not considered an earned benefit or employee's right and is subject to documentation. Illness is considered a legitimate reason for a supervisor to grant an employee permission to be absent with pay from official duties. Permission to use paid sick leave shall be granted for bona fide illness or injury and only for the time actually required. Any payment made to the employee pursuant to this procedure will be subject to normal deductions. For the purposes of tracking sick leave usage, sick leave use will be reviewed on a fiscal year basis (Oct 1st thru Sept. 30th).

Section 2. Eligibility

- A. Each permanent full-time employee will be allowed medical leave with pay.
- B. Medical leave up to the amount earned may be taken during an employee's probationary period. However, in the event the probationary employee resigns or is otherwise terminated before the end of the probationary period, any medical leave taken will be reimbursed to the City by deduction from the employee's final pay.
- C. Frequent claiming of benefits under this rule will constitute grounds for the assumption by the department head that the physical condition of the employee is below the standard necessary for the proper performance of duties. Evidence of abuse of this benefit will constitute grounds for disciplinary action. Abuse of medical leave shall be defined as illness exceeding four (4) work day equivalents, in excess of 96 hours, without a medical certificate (i.e. Doctor's Certificate), also known as "sick unexcused" (SU), within a one fiscal year period which falls outside the Family Medical Leave Act, the Americans With Disabilities Act, or other applicable law.
- D. Employees shall receive progressive disciplinary action for abuse of medical leave. Progressive discipline will include, but not be limited to, being placed on "Doctor's Certificate Requirement" (Section 5).
- E. The Doctor's Certificate is to include the following: the necessity of the absence, the required time off and the date for return to work.
- F. Doctor's Certificates must be submitted no later than the beginning of the next shift

worked by the employee. If the certificate is not received by Fire Administration by that time, the employee will not be paid for the absence even though the employee may have sick time accrued. Employees requesting sick time (family or self) will be required to submit a Doctor's Certificate no later than the beginning of the next shift worked by the employee in order for the absence to be excused (sickness self (SF) or sickness family (SF)). If Fire Administration does not receive the Doctor's certificate by that time, the employee's leave will be charged as sickness, unauthorized (SU). The Fire Chief, at his discretion, may extend the time for submitting a Doctor's Certificate for extenuating circumstances.

Section 3. Rate of Earning

Employees working a 56-hour weekly schedule shall earn 144 hours of medical leave annually. Employees working a 40-hour weekly schedule shall earn 96 hours of medical leave annually.

Section 4. Use

Medical Leave may be granted for the following purposes:

- A. Incapacitation by reason of illness or injury, except for injuries incurred while on duty where worker's compensation benefits apply.
- B. Medical, dental, or optical examination or treatment. However, employees on a 56-hour work schedule shall make every effort to schedule appointments on off duty time.
- C. Jeopardizing the health of co-workers due to exposure to a contagious disease.
- D. Care of a member of family - Medical leave may be granted an employee for care and attendance to a member of the employee's immediate family who has a bona fide illness or injury provided that no other person is available to care for said person(s). (A family member, for the purposes of this policy only, shall be defined as an individual living in your household such as a spouse, child, mother, father, significant other or person for whom the employee is guardian.)
- E. Nothing herein shall limit the provisions and application of the Family Medical Leave Act.
- F. Any employee who uses medical leave for any purpose other than those permitted in Section 4 shall be subject to a Group 3 offence of the City's Disciplinary Guidelines, which may result in dismissal.

Section 5. Doctor's Certificate Requirement

The "Doctor's Certificate" requirement will be placed on any employee whose absences for personal or family illness exceed four (4) work day equivalents within a one-year

period, 96 hours for those employees working 56 hours per week. Absences exempt from this accumulation are as follows:

- A. Absences attributable to “On the Job Injuries.”
- B. Absences of two (2) consecutive workdays or more since Doctor Certificates are mandated in these instances.
- C. Absences that are approved based on medical certificates.
- D. Absences due to a death in the family.
- E. Family sick leave when documented by school or physician. A note from the school shall indicate that a child was sent home from school with a medical issue or condition. The note shall be from the school nurse/clinic, teacher or administrative staff member stating the medical necessity for the child being released from school to be considered an excused absence whether an employee is on Doctor’s Certificate Requirement or regular medical leave (sick family). An absence from school or a phone call from a parent or guardian stating the child will not attend school due to illness does not constitute an excused absence under the Doctor’s Certificate Requirement or excused medical leave (sick family).

Section 6. Doctor’s Certificate Defined

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

- A. The date(s) of visits/consultation with the doctor
- B. The date the employee is authorized to return to work
- C. If there are any conditions/limitations imposed by the doctor that would prohibit the employee from performing their job (i.e.: medications or physical limitations that could prohibit job performance). Doctor’s certificate must state the specifics of employee limitations upon returning to full firefighting duties.
- D. Doctor certificates must be signed by the doctor or his/her designee.

A bill from the doctor is not a medical certificate. If the medical certificate does not meet these requirements, the Department may deem it unacceptable. In such an instance, sick leave pay is not provided and the absence may be considered unauthorized. Employees shall remain in the “Doctor’s Certificate Requirement” status for one calendar year from the date their sick leave use exceeds the criteria established.

Section 7. Accrual

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

Section 8. Request for Leave

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

Section 9. Medical Leave Incentive Program

All members of the bargaining unit will be eligible to participate in the adopted City- wide medical leave incentive program, if any program exists at the City's discretion. The City- wide medical leave program, if any, will have a specific section reflecting the medical leave incentive program specific to firefighters.

Section 10. Nothing in this Agreement shall be construed to require any action inconsistent with the Family and Medical Leave Act.

ARTICLE 17
LINE OF DUTY INJURY AND DEATH PAY

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

- A. Compensation shall be payable under this section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.
- B. An injury shall be deemed to have incurred in the line of duty only if such injury is compensable under the Florida Worker's Compensation Law.
- C. No compensation under this section shall be allowed for the first seven (7) calendar days of disability, provided, however; that where the disability continues for fourteen (14) consecutive calendar days from the first day of disability then compensation shall be payable from the first day of disability. In return, the employee agrees to sign over to the City any wage payments received from the worker's compensation insurance carrier.
- D. The City will pay the eligible employee the difference between the amount the employee receives through Worker's Compensation payments and the employee's net salary at the time of injury. This payment, if required, shall be for a period of ninety (90) days. If the employee requires an extension beyond ninety (90) days, he/she may submit a request to the City Manager together with an updated physician's report supporting the extension for prompt consideration; such extension may be granted at the discretion of the City Manager.
- E. The term "disability" as used in this section means incapacity because of line of duty injury that prevents the employee to continue in the occupation of firefighter.

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

- A. An employee who is injured in the line of duty shall be transported or referred to a designated medical facility as defined by the New Port Richey Fire Department's Worker's Compensation carrier whenever possible. Should the injury require specialized care, the employee will be transported directly to the appropriate facility, i.e. trauma or burn center.
- B. Depending on the nature of the injury, the City's managed care physician will determine whether or not the employee needs specialized treatment and will arrange for referrals. In cases where the employee is referred to a specialist, the City's

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

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

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

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

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

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

ARTICLE 19 **EMPLOYEE ASSISTANCE PROGRAM**

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

ARTICLE 20 **SUBSTANCE ABUSE**

Section 1. The City, the Union, and the employees covered hereunder mutually agree that employee substance and alcohol abuse may constitute a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment and the image of the City and its employees are placed in jeopardy if an employee is involved in drug or alcohol abuse. Accordingly, the Union and the employees covered hereunder agree that the City shall have the right and authority to require employees to submit to appropriate drug and alcohol testing to detect the presence of any controlled substance, narcotic, drug, or alcohol in accordance with the provisions below and the Drug-Free Workplace provisions of Chapter 440, Florida Statutes and the corresponding rules adopted by the Agency for Health Care Administration.

Section 2. Bargaining unit employees shall not:

- A. Use, possess, manufacture, cultivate, sell or attempt to sell or distribute any drug or other substance that is illegal under Florida or federal law at any time whether on or off duty, and whether on or off City property.
- B. Use, possess, sell or attempt to sell or distribute any drug or medication not prescribed to them for use by a licensed healthcare provider and shall use said drug

or medication only as prescribed.

- C. Use, possess, or be under the influence of any drug or alcohol while on duty; while on City premises; while driving a City vehicle, while operating a piece of City equipment, or while being transported in City vehicles at any time; or
- D. For employees hired after January 1, 1995, use Tobacco or nicotine products on or off duty.

As used herein, the term “drug” shall be defined in accordance with Section 440.102 (1), Florida Statutes.

Section 3. When an employee uses a drug or other medication that has been prescribed or administered by a licensed healthcare provider, or uses an over-the-counter medication, which may affect his/her performance of job duties, the employee shall inform his/her immediate supervisor prior to reporting to work. If contact with the immediate supervisor cannot be made, the employee shall contact the District Chief/Captain. Furthermore, the employee will be required in the case of prescribed or administered medication to have a note from the healthcare provider stating that he/she can perform firefighting duties while taking such drug or medication. If there are concerns about the drug or medication, the City reserves the right to send the employee for a medical evaluation at the City’s expense.

Section 4 Should there be reasonable suspicion that an employee is using Tobacco or nicotine Tobacco products, he/she is subject to being tested for nicotine/cotinine. Employees hired prior to January 1, 1995 will be exempt from nicotine/cotinine testing. The testing parameters for Nicotine/Cotinine testing will be as follows:

Nicotine and Metabolite testing (ng/ml = nanograms per milliliter)

Nicotine levels greater than 2.0 ng/ml are indicative of active tobacco product use

Cotinine levels greater than 20.0 ng/ml are indicative of active tobacco product use

Section 5. Any employee in this bargaining unit will be subject to a urinalysis and/or blood testing when there is reasonable suspicion that the employee is under the influence of alcohol, drugs or controlled substances while on duty.

Section 6. Reasonable suspicion for purposes of this Article may include, among other things:

- A. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- C. A report of drug use, provided by a reliable and credible source.
- D. Evidence that an individual has tampered with a drug test during his or her

employment with the current employer.

- E. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

The District Chief /Captain or other City/Department officials (two Officers or officials when practicable) shall make the determination if the employee appears impaired.

Section 7. Employees shall submit to testing after being involved in a vehicle accident, sustaining an on the job injury, and/or during annual physical examinations. The City may, through the use of an unbiased selection procedure, conduct random drug tests of bargaining unit employees if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration.

Section 8. Any employee subjected to urinalysis or blood tests under this Article may be removed from duty or reassigned pending the results of such tests if there is reasonable suspicion that the employee may not be fit for duty. Such employee shall continue to receive his/her regular pay and benefits until the results are obtained and verified pursuant to Section 8.

Section 9. Pursuant to Section 440.102 (9), Florida Statutes only licensed laboratories shall conduct drug tests. The drugs to be tested, drug and alcohol cut-offs, and testing procedures shall be in accordance with the drug-free workplace rules adopted by the Agency for Health Care Administration. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration as such technology becomes available in a cost-effective form.

Section 10. Refusal to submit to testing or submitting an adulterated, tampered, or diluted sample shall result in discharge. Submission to a test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

Section 11. A test result indicating the employee is in violation of the provisions of this Article will result in discharge from employment unless the City Manager determines, in her sole discretion, to allow the employee to attend and complete an appropriate detoxification, alcohol or drug abuse program, and satisfy any other terms and conditions determined by the City Manager, in lieu of discharge. Failure to successfully complete such program shall subject the employee to discharge. The employee shall be allowed to utilize accrued time off (vacation, sick leave, for absence from duties to attend any such appropriate program.

Section 12. After completion of any rehabilitation the employee shall be subject to up to six (6) random urinalysis and/or blood tests per year anytime during a twenty-four month period. A positive test on any one of the six (6) tests will subject the employee to discharge.

Section 13. In the event that the employee voluntarily informs the employer he will seek assistance for drug/alcohol abuse or tobacco products/nicotine use prior to being asked to or required

to take a drug test or without testing, no disciplinary action shall be taken against the employee, provided that the employer is informed at least twenty-four (24) hours prior to the employee being under reasonable suspicion by the District Chief/Captain or other co-worker, or being asked to or required by the City to take a drug test whichever is earlier. However, the employee may be relieved of duty pending the successful completion of an approved rehabilitation program. Successful completion of an approved rehabilitation program for an employee who voluntarily informs the employer prior to an incident or request to take a drug test shall result in no disciplinary action against the employee.

Section 14. Each bargaining unit employee has an absolute obligation to report to their supervisor any employee who is suspected to be under the influence of alcohol, drugs or controlled substances while on duty, and must thereafter cooperate in the investigation program, and any related disciplinary proceedings. Such suspicion must be based upon some factual evidence such as breath odor, behavioral observations, or actual knowledge or equivalent. Any employee who fails to do so shall be subject to disciplinary action. An anonymous “tip” shall not discharge a bargaining unit member’s obligation hereunder nor shall it be the sole basis for the imposition of testing under this article. A bargaining unit employee who maliciously files a false report that another bargaining unit member is under the influence of alcohol, drugs or controlled substances while on duty shall be subject to disciplinary action.

Section 15. Employees shall report to their supervisor any arrest, charge, indictment or conviction for a drug or alcohol related violation or alleged violation of law not later than the next workday after they become aware of it. Failure to so report will result in immediate discharge. Upon conviction of a crime involving illegal drugs, the employee will be immediately discharged. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its sole discretion, conduct an investigation to determine whether or not there has been a violation of this Article. If the City determines that a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee. Alternatively, the City, at its at its sole discretion, may transfer the employee to a non-safety sensitive position of place the employee on leave without pay.

ARTICLE 21 **PHYSICAL EXAMINATION**

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

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

Section 3. The City agrees to provide inoculations to employees based on applicable NFPA codes

and State EMS requirements, if any, and the recommendations of the City Physician.

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

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

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

Section 7. To facilitate a more complete annual medical examination lab work for the annual physical shall be completed at least one week prior to the scheduled exam.

Section 8. If the employee calls in sick on the scheduled day for his/her physical, it shall be the responsibility of the employee to reschedule the physical exam (not on-duty). Employee will be required to complete the physical within 15 days of the original on-duty exam date.

Section 9. All blood draws for the physical are to be done by the lab testing agency employees only and at the facility designated by the City.

Section 10. Scheduled time off will not be allowed when Department physical exams are scheduled (this includes shift trades unless both parties complete the trade during the exam period so that there is no interruption with the exam schedule). This blackout of "no scheduled time off" should not be more than 3 calendar days.

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.

Effective upon the adoption by the City of an ordinance implementing these amendments, The City of New Port Richey Firefighter Retirement System provides shall be amended 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 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>
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.

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
Jump Suit	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
Tactical Pants	up to 3 pairs for career 1 pair for part-time

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

Section 4.

A. Station Footwear

The Fire Chief will approve footwear and provide this information to the employees, based on recognized standards. Employees shall have the option of (1) purchasing the footwear designated on this approved list without Fire Chief’s approval or (2) prior to purchasing footwear not on the list, obtaining the approval of the Fire Chief. The Fire Chief or his designee shall approve footwear (black in color) that meets ANSI Z41-1991 & ANSI Z41-1999 Footwear Standards and appearance. The employee is required to wear an approved shoe during all work-related on-shift duties.

B. Fire Helmets

The Fire Chief may authorize employees to utilize a non-issue Fire Helmet if in the opinion of the Fire Chief, the helmet meets or exceeds the helmet issued by the Department with

regards to safety and appearance. The Fire Chief reserves the right to require employees to revert back to the initial issue helmet at any time, for any reason. The City shall not be responsible for the initial cost or any replacement cost of said helmet. Only Department issued decals shall be placed on the helmet. Any changes shall require Fire Chief's approval.

Section 5. Procedures

- A. Additional equipment issues, not defined above will no longer occur unless authorized by the Fire Chief.
- B. Initial Issue items or Subsequent Issue items will not be changed in any manner that will cause them to vary from standards.
- C. Uniforms will be worn only when on duty and/or when representing the Department or the City with permission of the Fire Chief's office. At no time will any uniform or parts of uniform clothing be worn off duty without the express permission of the Fire Chief's office.
- D. All uniform clothing items will be laundered at the station except as specifically noted elsewhere. The City assumes the responsibility for cleaning Bunker Gear. If a uniform becomes dirty or damaged due to the carelessness, neglect or fault of the employee, the employee will assume the responsibility and cost for professionally cleaning or replacing the item.
- E. Any item or clothing worn on duty or as part of any class of uniform that is not issued must be approved by the Fire Chief's office.
- F. Any non-issued approved uniform items or clothing worn on duty must meet all infectious requirements and guidelines before they can be removed from the station.
- G. Employees are subject to periodic checks of their initial issue and subsequent issue items to ensure that they are serviceable, presentable and 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 24 **INDEMNIFICATION**

The City agrees to defend any employee when the employee is sued on a particular claim

arising out of his/her employment with the City, provided the employee was acting within the scope of his/her employment.

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

ARTICLE 25 **TUITION PROGRAM**

Section 1. Tuition Reimbursement Program

- A. The City seeks to encourage every employee to improve his or her on-the-job skills. A reimbursement program is designed to assist those employees who wish to broaden their professional performance provided that such educational level is related to their current or next logical level of responsibilities. Members of the bargaining unit will participate in the City's Tuition Reimbursement program.
- B. Tuition refunds will be granted for courses offered by accredited colleges and universities as certified by the regional accreditation agency Southern Association of Colleges and Schools (SACS)
- C. College courses including related courses and electives will be approved only for the following 2 and 4-year degrees: EMS, Fire Science, Emergency Management or Public Safety.
- D. There must be a probability that the course will contribute to the employee's development as a City employee.
- E. When possible, course attendance should be on the employee's own time and should not interfere with his/her job duties.

Grade Requirements

- F. Successful completion of the course must be accomplished through a grade of "C" or better for reimbursement to be made.
- G. In courses which are offered on a "pass" or "fail" basis, a "pass" grade must be accomplished for reimbursement to be made.
- H. A form will be secured from the Personnel Department requesting reimbursement. This form shall be submitted to the Personnel Department and the Fire Chief for approval of the course no later than fifteen (15) days prior to enrollment. If the course is approved, a copy of the employee's grade report and a receipt of payment

from the school or institution must be submitted to the Personnel Department for reimbursement.

- I. Reimbursement is contingent upon City budget and funding.

Section 2. Related Non-Credit Classes

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

Section 3. Certifications and Specialized Training

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

Section 4. Repayment Requirement

In the Event of Discharge, or Resignation before the completion of one (1) year of employment from the date of course(s) completion for which tuition costs were paid by the City, the employee shall financially reimburse the City of New Port Richey for all monies paid for tuition reimbursement for those courses. The City will have the authority to garnish up to 100% of the employee's final check. If the City is not reimbursed of all monies within 90 days of said employees last work day, the City shall report the failure to compensate the City to a credit agency.

ARTICLE 26
PERFORMANCE AND DISCIPLINE

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

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

ARTICLE 27
CALL BACK PROCEDURES

Section 1:

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

- A. All Uniformed Fire Personnel who are issued departmental phones and are responsible to maintain these phones in good working order.
- B. Personnel may have the option to use their own personal cell phones in lieu of being issued a department phone, for notification purpose, with no compensation from the city.
- C. All Uniformed Fire Personnel will carry department issued phones or their personal cell phones with them at all times. The phone will be carried in such a manner as to alert the employee that a notification is being sent. The exception to this policy is annual, sick, funeral leave, or other occasions when the employee has informed the Fire Chief or his/her designated representative, that the employee will not be available to respond to a notification when the employee is off duty.
- D. Fire Personnel will respond to all notifications sent to them originating from Dispatch, Fire Administration or other City of New Port Richey notification locations. Fire Personnel need not respond to notifications when they are off duty and have previously coordinated with the Fire Chief, or his/her designated representative, that they will not be available to respond.
- E. The Fire Chief or his/her representative will maintain a record of non-available employees to ensure that adequate personnel are available to respond to emergency call backs.

- F. Secondary employment is not a valid excuse for not responding to a notification.
- G. The departmental issued phones are City property. Damage to or loss of a issued phone may result in an Internal Notice of Investigation (INOI).
- H. Paging systems will not be used in a manner in which non-essential notifications will or might possibly interfere with notifications sent to them from Dispatch, Fire Administration or other City of New Port Richey notification locations.
- I. Paging systems will be tested each Saturday between 0800 and 1200 hours. If a notification is not received, the employee shall contact Station 1 and report the malfunction. A second test will be administered to see if a problem is an isolated situation.
- J. If a situation arises where an off-duty employee becomes “not available” for call back for a specific period, the employee will notify the on-duty District Chief/Captain prior to becoming unavailable or as soon after as practicable.
- K. If an employee is unable to respond to a call back, he/she shall call dispatch.
- L. Employees who receive a notification and respond to the notification will receive a minimum of two (2) hours of pay at their time and a half rate. For the purpose of this Article, “respond to the notification” means: physically reporting for duty and informing the on-duty Captain that the employee has responded to a notification and is prepared to assist.

Section 2:

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

ARTICLE 28
PERSONAL PROPERTY DAMAGE

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

- A. The maximum reimbursement for all personal property shall be one hundred (\$100.00) dollars.
- B. Requests for reimbursement for the loss of or repair to personal property must be made within the shift in which the loss or damage occurs.

- C. Reimbursement for loss or damage of personal property must be approved by the Fire Chief.
- D. Requests for reimbursement for the loss of or damage to personal property that exceed one hundred (\$100.00) dollars may be approved by the City Manager. The City Manager may, at the request of the Fire Chief and at his discretion, authorize additional payment not to exceed two hundred (\$200.00) dollars.

ARTICLE 29
AMENDMENTS

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

ARTICLE 30
SEVERABILITY AND WAIVER

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

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

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

ARTICLE 31
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of

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

ARTICLE 32
DURATION, MODIFICATION, AND TERMINATION

Section 1. This Agreement shall be effective upon ratification by both parties and shall continue in full force and effect until the 30th day of September ~~2020~~ **2023**, **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.

Q

ATTESTATION

Executed this _day of _, **2021** ~~2018~~ 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

John Micah Short, Vice Pres. Local 1158

Robert Marlowe, Mayor

Adam Siegel Sec/Treas. Local 1158



Appendix A Career Ladder

New Port Richey Fire Dept. Career Ladder Step Plan 10/01/2020 thru 09/30/2023

FF/EMT		
Career Step	Hourly Rate	Est Annual
Prob FF	<u>\$13.12</u>	<u>\$39,266.86</u>
FFI	<u>\$14.07</u>	<u>\$42,091.16</u>
FFII	<u>\$14.98</u>	<u>\$44,824.35</u>
FFIII	<u>\$16.09</u>	<u>\$48,134.55</u>
FFIV	<u>\$17.15</u>	<u>\$51,323.27</u>
FFV	<u>\$17.73</u>	<u>\$53,054.29</u>
FFVI	<u>\$18.01</u>	<u>\$53,874.25</u>
FFVII	<u>\$18.32</u>	<u>\$54,815.68</u>
FFVIII	<u>\$18.63</u>	<u>\$55,726.75</u>

FF/Paramedic		
Career Step	Hourly Rate	Est Annual
Prob FF	<u>\$15.74</u>	<u>\$47,102.01</u>
FFI	<u>\$16.78</u>	<u>\$50,199.63</u>
FFII	<u>\$17.80</u>	<u>\$53,266.88</u>
FFIII	<u>\$19.30</u>	<u>\$57,731.09</u>
FFIV	<u>\$20.94</u>	<u>\$62,650.83</u>
FFV	<u>\$21.35</u>	<u>\$63,865.59</u>
FFVI	<u>\$21.68</u>	<u>\$64,867.76</u>
FFVII	<u>\$22.03</u>	<u>\$65,900.30</u>
FFVIII	<u>\$22.37</u>	<u>\$66,932.84</u>

Captain /Paramedic (promoted/hired after 2/1/21)		
Career Step	Hourly Rate	Est Annual
<u>Prob. Capt.</u>	<u>\$21.38</u>	<u>\$63,968.96</u>
<u>Capt. I</u>	<u>\$22.35</u>	<u>\$66,871.20</u>
<u>Capt. II</u>	<u>\$23.04</u>	<u>\$68,935.68</u>
<u>Capt. III</u>	<u>\$23.15</u>	<u>\$69,264.80</u>
<u>Capt. IV</u>	<u>\$24.45</u>	<u>\$73,154.40</u>

Captain /Paramedic (promoted/hired prior to 2/1/21)		
Career Step	Hourly Rate	Est Annual
Prob. Capt.	<u>\$21.70</u>	<u>\$64,928.49</u>
Capt. I	<u>\$22.69</u>	<u>\$67,874.27</u>
Capt. II	<u>\$23.39</u>	<u>\$69,969.72</u>
Capt. III	<u>\$23.50</u>	<u>\$70,303.77</u>
Capt. IV	<u>\$24.82</u>	<u>\$74,251.72</u>

**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 3 2 Years as a FF IV	Courses as approved by the Fire Chief	May be scheduled 3 months prior to their anniversary date (in previous step) or Satisfactory completion of an approved class
Firefighter VI	Completion of 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
Fire Officer 1	5 years as a NPRFD Firefighter, or 3 years and approved training and experience	Fire Officer 1 Certification by State	Fire Officer I

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 1	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	Florida Fire Investigator Certification by State	State Exam/Performance Evaluation
Fire Captain IV	3 years as a Fire Capt III	Fire and Lifesafety Educator Certification by State	State Exam/Performance Evaluation