

## **AGREEMENT**

THIS AGREEMENT, entered into October 1, 2008, between the CITY OF TALLAHASSEE (hereinafter referred to as the "City" or the "employer") and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2339 (hereinafter referred to as the "Union"):

## **PREAMBLE**

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement of the parties with respect to matters within the scope of negotiations;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

**Article 1**  
**RECOGNITION**

- 1.1** The City hereby recognizes the International Association of Firefighters Local 2339, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.
  
- 1.2** The bargaining unit for which this recognition is accorded includes personnel in the classifications of firefighter, fire engineer, fire lieutenant, employed in the Fire Department of the City of Tallahassee, and specifically excludes Fire Department Chief, Deputy Chief, Division Chief, Battalion Chief, Captain, and non-certified trainees employed by the Fire Department of the City of Tallahassee and all other employees in all other classifications of the City of Tallahassee not specifically included in the unit, professional employees, managerial employees, and confidential employees, as set forth in the order issued by the Florida Public Employees Relations Commission on May 25, 1977 (Order No. 8H-RC-766-1090).

**Article 2**  
**NO DISCRIMINATION**

- 2.1** The City agrees to continue its policy of nondiscrimination against any employee on the basis of sex, race, color, religion, national origin, age, disability, marital status or union activity. Any claim of discrimination by an employee against the City, its officials or representatives, arising from an alleged violation of any Article of this Agreement, shall be grievable and arbitrable under the provisions of Article 5, Grievance Procedure, but shall not be subject to the grievance procedure contained in Chapter 710, Personnel Policies and Procedures Manual.
- 2.2** The Union agrees that it will not discriminate against any employee on the basis of sex, race, color, religion, national origin, age, disability, or marital status and shall not interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and shall not discriminate against any such employees because of membership or non-membership in any employee organization.
- 2.3** All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.
- 2.4** The Union agrees to support the City's Equal Opportunity Program.

**Article 3**  
**NO STRIKE**

The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the City shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion. Review of actions taken by the parties shall be as provided in Florida Statutes, Section 447.507 and will not be grievable or arbitrable under the provisions of Article 5 – Grievance Procedure.

**Article 4**  
**CONSULTATION**

- 4.1** The Chief of the Fire Department and/or his designated representatives (up to a total of three) and a representative of the Human Resources Department shall meet and consult on an as needed basis with three representatives of the Union on City fire service activities, health and safety, Fire Department Rules and Regulations, on any other matters which are not covered by this Agreement, and on questions relating to the implementation of this Agreement.
- 4.2** Each party shall submit an agenda to the other party at least three working days prior to each meeting date, and only agendaed items will be discussed at the meeting. The Chief shall be responsible for preparing minutes of such meetings.
- 4.3** It is understood that these meetings shall not be used for negotiation purposes.
- 4.4** Members of the bargaining unit who serve as Union representatives shall be excused without loss of pay for consultation purposes. Attendance at the consultation meetings outside of regular working hours shall not be deemed time worked.

## **Article 5**

### **GRIEVANCE PROCEDURE**

**5.1** It is the policy of the City to encourage discussion on an informal basis between a supervisor and any employee of an employee complaint. Such discussion should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be resolved at the lowest level of supervision consistent with the authority of the supervisor.

#### **5.2 Definitions**

**(1)** A "grievance" is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in other Articles of this Agreement.

If an employee has a grievance under this Collective Bargaining Agreement, the grievance must be filed under the provisions of this Article of the Collective Bargaining Agreement only.

**(2)** As used in this Article, the term "employee" shall mean also a group of employees having the same grievance. In such event, one employee shall be designated by the group to act as spokesperson and be responsible for processing the grievance.

A dispute involving the interpretation or application of a provision of this Agreement which gives a right to the Union as an employee organization may be presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 10 working days of the first occurrence of the event giving rise to the grievance.

Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance:

- (a) in behalf of any employee without his consent, or
- (b) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.

(3) Where any provision of this Agreement involves responsibility on the part of the Union which, in the view of the City, is not being properly carried out, the City may present the issue to the Union as a grievance. If such grievance cannot be resolved by discussion between the City and Union on an informal basis, the grievance shall be initiated at Step 3 of this procedure by the Director of Human Resources and submitted in writing to the President of Local 2339. If not resolved within twenty working days following receipt by the Union of the written grievance, the City may submit the grievance to arbitration under the provisions of Section 5.4(4) below.

### **5.3 Representation**

Where Union representation is requested by an employee in the Union, the Union representative shall be:

- (a) the Union fire station steward at Step 1,
- (b) the Union President or his designee at Step 2 and above.

When a grievance is filed under the provisions of this Article, and Union representation is not requested by the employee or the employee is not a member of the Union, notification of such filing shall be made to the Union by the City representative to whom the grievance is submitted. Such notification shall be made in writing no later than five working days following receipt by the City of the grievance form.

### **5.4 Procedure**

Grievances shall be presented and adjusted in the following manner:

**(1) Step 1 – Fire Station Level**

An employee having a grievance may, within twenty working days following the first occurrence of the event giving rise to the grievance, submit jointly to the senior ranking officer at the station on the shift where the event giving rise to the grievance occurred and the Battalion Chief, a grievance form (to be supplied by the City), setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly being violated, and the relief requested. The supervisor and the Battalion Chief shall have a meeting with the employee, accompanied by his representative if the employee so desires, to discuss the grievance. The supervisor and the Battalion Chief shall jointly communicate a decision in writing to the employee and to the representative, if any, within ten working days following receipt of the grievance form.

**(2) Step 2 – Department Level**

If the grievance is not resolved at Step 1, the employee may submit it in writing to the Fire Chief within ten working days after receipt of the decision at Step 1. The Fire Chief or his designee may have a meeting with the employee, accompanied by his representative if the employee so desires, to discuss the grievance. The Fire Chief or his designee shall communicate a decision in writing to the employee and to the representative, if any, within ten working days following receipt of the written grievance. This is the final step in a dismissal hearing for an employee serving an initial probationary period.

**(3) Step 3 – City Level**

If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the City Manager within ten working days after receipt of the decision at Step 2. The City Manager or his designee may have a meeting with the employee, accompanied by his representative if the employee desires, to discuss the grievance. The City Manager or his designee shall communicate a decision in writing to the employee and to

the representative within twenty working days following receipt of the written grievance. This is the final level in an appeal of an oral reprimand.

**(4) Step 4 - Arbitration**

If the grievance is not settled in accordance with the foregoing procedure, the employee or the Union, or the City as the case may be, may request arbitration by delivering written notice of intent to appeal to the other party no later than ten working days after receipt of the decision at Step 3 with a written statement of the specific provision(s) of this Agreement at issue. If the grievance is not appealed to arbitration within said ten working days, the City Manager's Step 3 answer shall be final and binding upon the aggrieved employee or the Union, as the case may be.

- 5.5** Within fifteen working days after receipt by the other party of the appeal to arbitration, the grievant shall initiate a request to the Federal Mediation and Conciliation Service, the sole function of that body being to assist in the selection of the arbitrator, to furnish a panel of five impartial arbitrators particularly skilled in matters involving local government employee relations. Both the City and the Union shall have the right to strike two names from the panel. Within five working days after receipt of the list, the parties shall meet and alternatively cross out names on the list. Lot chance shall determine who shall cross out first.
- 5.6** Where there is a threshold issue regarding arbitrability, it is understood that in such cases the Request for Arbitration form shall be accompanied by a special request to the Federal Mediation and Conciliation Service for a panel of only three arbitrators who would be available for an expedited arbitration hearing on only the arbitrability issue. Another arbitrator shall be selected to hear the case on its merits. The hearing on this issue shall be limited to not more than one day, and the arbitrator shall be required to make a bench decision on the issue before the hearing is closed. The

party losing the arbitrability issue shall pay the fee and expenses of the expedited arbitration.

- 5.7** The arbitrator shall issue his decision not later than thirty working days from the date of the closing of the hearing. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement, and he shall not make any decision:

  - (1) contrary to, or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
  - (2) limiting or interfering in any way with the powers, duties and responsibilities of the City under applicable law, the City Charter, ordinances, and rules and regulations having the force and effect of law.
- 5.8** The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the City, the Union, and the employees in the bargaining unit. In reaching his decision in all cases, the arbitrator shall utilize a preponderance of the evidence standard of proof.
- 5.9** The arbitrator may fashion an appropriate remedy where he finds a violation of this Agreement, but no liability, monetary or otherwise, shall accrue against the City, or the Union in cases arising under Section 5.3(4) of this Article, prior to the date of the event which gave rise to the grievance. With respect to grievances involving transfer, demotion, suspension or termination of employment, the arbitrator shall not modify the City's disciplinary action unless he finds the City's action to be arbitrary

or capricious. However, this shall not eliminate the proper cause provision contained in Article 21.1.

- 5.10** The fees and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. In the event of a compromise award, the arbitrator's fee, expenses, and transcript cost, if any, shall be divided equally by the parties to the arbitration. Each party shall be responsible for compensating and paying the expenses of its own representatives and witnesses. Any party desiring a transcript shall bear the cost of the same.

**5.11 Time Limits**

- (1) Failure to initiate a grievance within the time limit in Section 5.4 above, shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step.
- (2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.
- (3) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement and shall be extended during any declared emergency.

**5.12 General Provisions**

- (1) If a grievance arises from the action of an official higher than the fire station captain, the grievance may be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within the time limit set forth in 5.4(1).

- (2) The written submission of a grievance to Step 2, 3, or 4 shall include a copy of the grievance form submitted at the initial formal step and the written decision at each preceding step of the grievance procedure.
- (3) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- (4) If a grievance meeting is held during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.
- (5) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however, to the final disposition of the grievance.

## Article 6

### HOURS OF DUTY AND OVERTIME

#### **6.1 Duty Time**

- (1) Suppression personnel shall be on duty an average 53-hour week. Shifts shall be of 24 hours duration. Shift change will be at 7:00 p.m.
- (a) The normal duty schedule for suppression personnel will be 24 hours on, 48 hours off, with one Kelly Day shift off every third 19-day duty cycle. Kelly Day selection will be made once a year for the entire calendar year and the City will schedule the Kelly Day selection process.
  - (b) Each year, the Battalion Chief will send to fire suppression personnel a notice requesting them to select Kelly Days for the following year. The suppression personnel will have two working shifts to select their Kelly Days. Personnel who do not select their Kelly Days will have their Kelly Days assigned to them.
  - (c) The selection of Kelly Days will be made prior to selection of vacation days. The maximum number of personnel allowed to be off on any combination of Kelly Days/vacation days will be 13 per shift with at least two of these slots reserved for vacation. The maximum number of lieutenants allowed to be off for any one shift for Kelly days/vacation days is 7 per shift. The maximum number of fire engineers allowed to be off for any one shift for Kelly Days/vacation days is 9 per shift. The maximum number of firefighters allowed to be off for any one shift for Kelly Days/vacation days is 9 per shift. Selection of time off for Kelly Days will be by seniority in the department, with all classifications grouped together for selecting Kelly Days.

(2) Effective immediately, when an employee leaves the Fire Department, or is promoted to Fire Captain, that employee's approved Kelly Day selections will be offered to the next senior person(s) in the shift whose Kelly Day requests were denied because the available slots had been filled. This same process will be used to offer all of the previously approved vacation day slots being vacated. Kelly Day slots not selected will be available for vacation slots on a first come basis.

(3) Fire Department's hours of duty time for fire prevention, training, maintenance and supply, and general services personnel is a 40 hour week with the hours of work being 8:00 a.m. until 5:00 p.m., Monday through Friday, with one hour off for lunch each day, except insofar as fire prevention personnel may work variable hours within a normal duty week.

It is agreed that the employees in these work units may have a flexible work schedule that has been approved by the supervisor and the Fire Chief, provided consideration of the operational needs of the department and work unit are met.

Once a flexible work schedule has been approved, this schedule shall remain in effect until a new request has been submitted by the employee and received the appropriate approval. The Fire Chief or his designee may discontinue or alter an employee's existing flexible work schedule with written notification provided to the employee at least ten working days in advance of the change, unless unusual or emergency circumstances dictate a shorter notification period.

(4) Denial of a work schedule request is not grievable by an employee under either Article 5 – Grievance Procedure of the current contract or under Chapter 10, Grievance Procedure, of the City Personnel Policy and Procedures Manual.

## **6.2 Shift Exchange**

- (1) Employees within job classification (i.e., fire lieutenant for fire lieutenant, fire engineer for fire engineer, firefighter for firefighter) shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.
- (2) Requests to exchange shifts shall be submitted to the Battalion Chief in charge of their Battalions during the shift prior to the exchange. Employees will also be allowed to exchange Kelly Day shifts provided they are in the same cycle, the operational needs of the department are met, and the Battalion Chief has approved the exchange at least one shift in advance. All approvals will be in keeping with the limitations set forth in Article 6.1 and Article 8.
- (3) An employee agreeing to the exchange is responsible for working the shift.
- (4) As a supplement to the City Leave Donation policy (708.06) and a mechanism to accommodate the unique operational circumstances of the Fire Department, personnel assigned to a 53-hour workweek shall be permitted to donate time in the form of time worked for members experiencing significant hardships. The following procedure shall apply:

When an employee must be absent from work due to personal illness, illness of an immediate family member, or a serious condition that creates a significant hardship for the employee, the employee may request authorization for leave donations.

Once a written request has been submitted, the Fire Chief (or designee) will review the circumstances and approve or deny the donation request.

If approved, Department members will be notified that leave donations are being accepted. Department members may donate personal leave hours per COT policy 708.06, or choose to work the effected member's shift as a time donation.

If a member would rather work the shift, the donating member will submit a written request to the Operations Division Chief, which includes the dates that they are willing to work. The Operations Division Chief will coordinate the staffing and place the donating member on the roster under the Time Donation (TD) work code. The member being replaced will be shown on Time Donation – Received (TD-R) work code.

The member working the donation hours may serve in any specialty position for which they qualify (airport, paramedic etc.). Additionally, they may be required to serve in positions of lesser rank (i.e., lieutenants donating time may serve as lieutenants or fire fighters according to operational needs). Time donated wil not be considered time worked by the donator and the donator will not be eligible for any compensation. Donated time will be considered time worked for the receiver, and no repayment will be required.

Consistent with Department staffing, a member will not be scheduled to work in excess of 48 consecutive hours unless approved by a Battalion Chief or higher level officer.

It is the responsibility of the Division Chief of Operations to monitor and administer the Exchange of Time Donation program. It is the responsibility of the Battalion Chiefs to maintain appropriate staffing and documentation to assure compliance with this policy. It is the responsibility of the person approved to work the shift exchange to report for duty at the time and place approved.

The provisions of 6.2 (4) are not grievable.

### **6.3 Overtime**

All required work in excess of the normal duty cycle (144 hours for fire suppression employees, or 40 hours for training, administration, or fire prevention employees) shall be overtime. All overtime work must be authorized by supervision. Any paid or unpaid leave time does not count as time worked for the purpose of computing overtime except as described in 6.3(2) below.

- (1) In the event that work is required in excess of the regular duty cycle (144 hours for fire suppression employees, or 40 hours for training, administration, or fire prevention employees), employees shall be paid time and one-half their appropriate rate of pay (53-hour rate or 40-hour rate) provided no paid or unpaid leave has been taken. Fire prevention personnel will, however, continue to work variable hours with compensatory time off in accordance with present practice within a normal workweek.
- (2) If a mandatory holdover occurs, and a vacation or a Kelly Day was scheduled or a sick day taken in that 19-day cycle prior to the mandatory holdover, the employee will be compensated at 1 ½ times the employee's regular rate of pay for the mandatory holdover hours. However, if during that same 19-day cycle the member adds a vacation day or takes a sick day after the mandatory holdover occurs, the mandatory holdover hours will be paid at straight time.
- (3) In the event any off-duty employee is called back to work, he shall be paid for all time worked, but not less than two hours, plus one hour of travel time, at time and one half his regular rate of pay provided no paid or unpaid leave has been taken during the 144 hour duty cycle or 40 hour duty week.

(4) An employee required to attend off-duty training sessions for more than one day in lieu of regular duty will be paid overtime for all training time and travel time (by least time-consuming method) which exceeds their normal duty time, in accordance with (1) above. When employees are offered public conveyance, but decline the offer in order to drive their own vehicles, the travel time is not considered working time.

#### **6.4 Fire Prevention On-Call Time**

A fire prevention employee assigned to on-call time outside of his regular shift shall be required to carry a beeper and to respond when called, either by radio or by telephone, and shall be paid on the following basis:

<u>Day</u>	Amount
Weekday	\$ 15.00
Saturday or Sunday	\$ 25.00
Observed Holiday	\$ 25.00

#### **6.5 Fire Prevention Call-Back**

Call-back is defined as requiring an off duty, on call fire prevention employee to return to work with less than six (6) hours notice for an emergency assignment. Call-back does not include a work assignment scheduled in advance of a regularly scheduled day off. Nor does call-back include the requirement for an employee to report to his shift prior to his normal working time or to stay beyond the end of the scheduled workday.

In the event a fire prevention employee is called to work while on call, he shall be paid for all time worked, but not less than two hours, at one and one-half times his base (40-hour) rate of pay.

## Article 7

### HOLIDAYS

#### **7.1 Designated Holidays**

The following holidays are designated as paid holidays:

- New Year's Day
- Presidents' Day
- Martin L. King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day

If the City Manager designates any additional holidays for other City employees over the total number of ten holidays, the same number of holidays shall be recognized for employees in the bargaining unit.

#### **7.2 Holiday Pay**

- (1) Each employee in the fire suppression unit shall receive an additional eight hours of pay, paid at the employee's 40-hour base rate of pay, for each designated holiday.
- (2) Employees in the bargaining unit scheduled to work a 40-hour week will be on the same holiday schedule as fire administration employees. A holiday occurring on Saturday will normally be observed on the Friday preceding the holiday; a holiday occurring on Sunday will normally be observed on the following Monday. These employees will not receive the additional eight hours of pay described in 7.2 (1).

## Article 8

### VACATIONS

#### **8.1 Vacation Accrual**

Employees in the bargaining unit shall accrue vacation time on the following basis:

##### **(1) Suppression Personnel**

<u>Years of Continuous Service</u>	<u>Hours Accrued Monthly</u>
1-5 Years (Completion of 1-60 Months)	13.25
5-10 Years (Completion of 61-120 Months)	15.9
10-15 Years (Completion of 121-180 Months)	18.55
15-20 Years (Completion of 181-240 Months)	21.2
Over 20 Years (Over 240 Months)	23.85

##### **(2) Forty-Hour Personnel**

<u>Years of Continuous Service</u>	<u>Hours Accrued Monthly</u>
1-5 Years (Completion of 1-60 Months)	10
5-10 Years (Completion of 61-120 Months)	12.0
10-15 Years (Completion of 121-180 Months)	14.0
15-20 Years (Completion of 181-240 Months)	16.0
Over 20 Years (Over 240 Months)	18.0

When an employee is employed after the first working day of the month, terminates before the last working day of the month, or is on an approved leave without pay in excess of 80 hours during a month, the employee will earn vacation leave on a prorated basis as designated below, using the schedule above.

Number of Non-Overtime Hours Paid Per Month	Percentage of Leave Earned
0-16 hours	0%
17-56 hours	25%
57-96 hours	50%
97-136 hours	75%
137 hours and above	100%

## 8.2 Selection and Use of Vacation Time

(1) An employee's use of vacation time shall be charged against accrued vacation on the basis of on-duty time or on-duty shifts taken.

(2) **This section relates to suppression personnel only.**

Selection of vacation days shall be made after the Kelly Days selection periods and shall be by departmental seniority. The vacation selection first and second choice process will be once a year for the entire calendar year and will be scheduled by the Department. The maximum number of employees allowed to be off for any one shift on a combination of Kelly Days/vacation days will be 13 per shift. The maximum number of lieutenants allowed to be off for any one shift for Kelly Days/vacation days is 7 per shift. The maximum number of engineers allowed to be off for any one shift for Kelly Days/vacation days is 9 per shift. The maximum number of firefighters allowed to be off for any one shift for Kelly Days/vacation days is 8 per shift.

Personnel will have two shifts to submit their first and second vacation requests.

In the first choice of the vacation selection process, employees will have one choice to select consecutive vacation shifts or to join vacation shift(s) with a Kelly Day. In the second choice of the vacation selection process, employees will have another choice to select consecutive vacation shifts or to join vacation shift(s). All remaining requests for single

shift vacations shall be submitted for approval to the employee's Battalion Chief during the working shift of the requesting employee prior to the date requested, on a first come basis.

A person coming on shift may cancel vacation for his/her next duty shift if it is done before 8:00 p.m. of the working shift. The Battalion Chief will offer the vacation slot to the most senior employee on the vacation selection list, provided the maximum number of those in the classification have not selected vacation slots. If no one had previously requested the next shift off, then the Battalion Chief will send out notification of this vacancy to all stations in accordance with standard operating procedures which have been established by the department and communicated to employees. The most senior employee will be granted the vacation slot provided the maximum number of persons in his classification have not selected all the vacation slots and the request is received by 10:00 p.m. of the working duty shift. After 10:00 p.m., other shift members may bid on the vacant vacation slot on a first come basis.

Exchange of Kelly Days/vacation leave will be permitted in accordance with Article 6 – Hours of Duty and Overtime, paragraph 6.2, Shift Exchange.

**(3) Scheduling Vacation Time for Educational Purposes**

Due to the nature of the Fire Department's operations and the need to meet the operational requirements of the City, employees shall schedule vacation time requested for the purpose of attending educational institutions of higher learning or vocational-technical schools in increments of 2-hour blocks. When additional time of less than a 2-hour block is required, such additional time shall be scheduled in no less than 1-hour blocks. The schedule must be approved in advance at the beginning of each semester by the Battalion Chiefs. As a special exception to the above, it is agreed that employees may request up to nine (9) hours of educational (vacation) leave in any increment to attend Fire Department sponsored courses offered by Tallahassee Community College, provided

that the maximum number of employees allowed to be off for any one shift on a combination of Kelly Days/vacation days shall not exceed the limits as described in 8.2 (2) of this Agreement.

(4) The maximum amount of vacation leave time which may be carried over from one calendar year to the next calendar year shall not exceed the following:

Scheduled Duty Time	Maximum Accumulation
53 hours per week	318 hours
40 hours per week	240 hours

### **8.3 Advance Vacation Leave**

When an employee has utilized all vacation leave for which he is eligible, upon the employee's request and where the employee has sufficient MAP funds to cover the amount of the request, advance vacation leave may be granted by the Fire Chief, with notification to the Human Resources Director, in the following amounts:

40 hour employees – from 40 to 160 hours of advance vacation leave

53 hour employees – from 2 shifts to 7 shifts of advance vacation leave.

The Fire Chief may grant the advance vacation leave for the following reasons:

- (1) medically certified serious illness or disability of the employee, when the employee has exhausted all leave for which he was eligible;
- (2) medically certified serious illness or disability of the current spouse of the employee, dependent child, or parent of the employee or current spouse;
- (3) acquisition of a child either through birth or adoption; family and/or personal emergencies.

#### **8.4 Advance Leave Repayment**

When an employee who was granted advance vacation leave returns to work, these leave credits will be repaid using, at the employee's option, one or both of the following methods:

- (1) by deduction from vacation leave credits earned in the future and, if the advance vacation leave was for a medically certified illness or disability of the employee, by deduction from sick leave credit earned in the future. No paid vacation, and sick leave where applicable, may be granted until the advance vacation leave is repaid.
- (2) by repayment, through payroll deduction, of the value of the vacation leave advance, figured at the employee's rate of pay during the period of the advance leave, over a period not to exceed 24 months.

Upon termination, retirement, or death, any advance vacation leave not repaid shall be deducted from the employee's final compensation or MAP contribution refund.

No additional advance vacation leave may be granted until the employee has repaid the previous advance vacation leave.

#### **8.5 Partial Vacation Shift**

Employees may request a partial vacation block of 12 hours (7:00 a.m. – 7:00 p.m. or 7:00 p.m. – 7:00 a.m.). These partial vacation slots will be counted as part of the thirteen vacation slots available per shift. Two partial vacation slots will be available during each 12-hour block. Individuals may select any of the four 12-hour blocks, provided that the limitation of thirteen vacation slots per shift is not exceeded. These partial vacation slots are available on a first come, first served basis and will not be included as part of the normal selection process.

Vacation leave for education purposes as described in 8.2 (5) is charged against one of the regular 24-hour shift slots currently authorized for the shift and this type of leave will not exclude an individual from using partial vacation slots.

## **Article 9**

### **SICK LEAVE**

#### **9.1 Sick Leave Accrual**

Employees in the bargaining unit shall accrue sick leave credit on the following basis:

Fifty-three hour personnel – 10.6 hours of sick leave per month

Forty-hour personnel – 8 hours of sick leave per month

There is no maximum limit on the number of sick leave hours which may be accumulated by an employee.

#### **9.2 Use of Sick Leave**

- (1) Advance notification regarding sick leave absences shall be made by the employee in accordance with standard operating procedures which have been established by the department and communicated to employees. Failure to give appropriate notice as provided herein may result in denial of paid sick leave.
- (2) Accrued sick leave may be used for personal illness or injury, or for serious illness in the employee's immediate family (as defined in Article 10). An employee found to have claimed sick leave for absences not covered under this section or an employee who has demonstrated a pattern of sick leave absences, (i.e. two or more occurrences, within a 12 month period, of taking sick/family sick leave on a holiday or the shift immediately before or after a holiday, a Kelly day or vacation day without providing a doctor's certificate), shall be subject to the following penalties:

First occurrence: Written reprimand.

Second occurrence: 24-hour suspension without pay, and the following:

- (a) loss of sick leave credit for the time involved, and
- (b) loss of sick leave pay for the time involved, and

- (c) forfeiture of one shift of vacation time.
  - (3) In addition to the above disciplinary action, the employee will be put on notice that he/she will be required to have a doctor's certificate for future absences charged to sick leave over the following 12 months.
  - (4) An employee may earn 12 hours (9 hours for 40-hour personnel) of additional vacation leave if during the year he uses no sick leave from January 1 through June 30. The leave will be credited to him on June 30 of that same year.
  - (5) An employee may earn 12 hours (9 hours for 40-hour personnel) of additional vacation leave if during the year he uses no sick leave from July 1 through December 31. The leave will be credited to him on December 31 of that same year.
- 9.3** A fire suppression employee who retires or dies will be paid for 33 1/3% (1/3) of the unused sick leave balance credited to him at the time of retirement or death, provided that the unused sick leave balance credited to him at the time of retirement or death equals at least three hundred ninety-eight (398) hours. If the unused sick leave balance credited to the employee at the time of retirement or death equals less than three hundred ninety-eight hours, the employee who retires or dies will be paid 25% (1/4) of the unused balance.
- A 40-hour employee who retires or dies will be paid for 33 1/3% (1/3) of the unused sick leave balance credited to him at the time of retirement or death, provided that the unused sick leave balance credited to him at the time of retirement or death equals at least three hundred (300) hours. If the unused sick leave balance credited to the employee at the time of retirement or death equals less than three hundred (300) hours, the employee will be paid for 25% of the unused balance.

An employee who accidentally dies while engaged in the performance of his firefighter duties, or who receives accidental bodily injury which subsequently results in the loss of his life within one (1) year after being received, provided that such a death is not the result of suicide and that such bodily injury is not intentionally self-inflicted, and the accidental death occurs as a result of the firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property, will be paid 100% of the accrued but unused sick leave credited to him at the time of death.

In any of the above situations, the payment for the accrued by unused sick leave will be paid at the employee's straight time base rate of pay.

#### **9.4 Purchase of Health Care Coverage with Unused Sick Leave**

In accordance with Section 17-4.221 of the City Code, an employee retiring at age 55 or older shall have the option, in lieu of receiving payment for accrued but unused sick leave, to apply all or any portion of such unused sick leave toward the payment of premiums for single health care coverage under the City's health insurance plan, for the remaining life of the retiree. Credit for unused sick leave shall be based on the formula established in the City Code.

## **Article 10**

### **BEREAVEMENT LEAVE**

#### **10.1 Bereavement Absences**

Employees covered by this Agreement shall be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Such time off shall not exceed one shift except for fire prevention and training personnel which shall be three working days.

#### **10.2 Definition of Immediate Family**

The employee's immediate family is defined as the current spouse, and the grandparents, parents (or former legal guardians), brothers, sisters, children, and grandchildren and other members of the household of both the employee and the current spouse. (Includes step parents)

#### **10.3 Additional Leave**

Bereavement leave as granted in 10.1, above, shall not be charged to vacation or sick leave. If additional leave is necessary, the Fire Chief may grant additional leave. Such additional leave shall be charged to either vacation or sick leave at the employee's option, unless all vacation and sick time has been used, in which case it shall be taken as leave without pay.

**Article 11**  
**GROUP HEALTH INSURANCE**

The City agrees to offer the same group health insurance coverage to members of the bargaining unit as it offers to non-unionized, non-managerial City employees. The City will make a contribution toward the cost of such insurance for individual employees and for optional dependent coverage on the same basis as it contributes to insurance for non-unionized, non-managerial City employees. At the employee's option, the City shall pay the same amounts toward a group health insurance plan or trust comprised of members of locals of the IAFF or a local health maintenance organization plan.

## **Article 12**

### **SALARIES**

**12.1** Effective from the first day of the first biweekly pay period for FY06 through the last day of the last biweekly pay period for FY08, bargaining unit members shall be paid on a biweekly basis, via direct deposit, in accordance with the step pay plan shown in Appendix A, which is attached to and made part of this Agreement.

**12.2 Across-the-Board Increases (ATB)**

- (1) Effective on the first day of the first biweekly pay period for FY09, all bargaining unit members shall remain in their current pay step and shall receive a 5% base salary increase.
- (2) Effective on the first day of the first biweekly pay period for FY10, all bargaining unit members shall remain in their current pay step. Any base salary increase shall be determined through re-opener negotiations of only Article 12 no later than February 15, 2009.
- (3) Effective on the first day of the first biweekly pay period for FY11, all bargaining unit members shall remain in their current pay step. Any base salary increase shall be determined through re-opener negotiations of only Article 12 no later than February 15, 2010.

**12.3 Step Progression**

For the duration of this Agreement only, step progression will not occur. All bargaining unit members shall remain in their current step.

**12.4 Salary Supplements**

- (1) All members of the bargaining unit who qualify shall receive the educational salary supplements provided for in Florida Statutes, Section 633.382. No contributions shall be required and no benefits shall be paid

under the provisions of the City retirement system with regard to any compensation paid under the provisions of this section.

(2) During the term of this Agreement, those bargaining unit members who provide official documentation of certification as Fire Officer 1 will receive a \$20.00 supplement for each biweekly pay period for the duration of which a valid certification is held. Those bargaining unit members who provide official documentation of certification as Fire Safety Inspector I or Fire Investigator I will receive a \$15.00 supplement for each certification for each biweekly pay period for the duration of which a valid certification is held. These supplements will be considered includable compensation for pension purposes and will be factored into the regular rate of pay for overtime payment purposes.

(4) Employees in the bargaining unit may, on a voluntary basis, seek to become eligible for a physical fitness supplement. In order to be eligible for such supplement, an employee must sign a waiver which shall indemnify, defend and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) in connection with his efforts to qualify for such supplement. An employee who seeks the physical fitness supplement must qualify and re-qualify at six-month intervals and a day will be scheduled during the months of January, April, July and October so that qualifying can take place.

An employee who qualifies by passing either a 1.5 mile running test or a 3 mile walking test shall receive a physical fitness incentive supplement in accordance with the following chart:

**MAXIMUM RUNNING TIME IN MINUTES**

Fitness Category	Age				Amount per Month
	Under 30	30-39	40-49	50+	

C	14:30	15:30	16:30	17:00	\$25.00
B	12:00	13:00	14:00	14:30	\$45.00
A	10:00	11:00	12:00	12:30	\$65.00

#### MAXIMUM WALKING TIME IN MINUTES

Fitness Category	Age				Amount per Month
	<u>Under 30</u>	<u>30-39</u>	<u>40-49</u>	<u>50+</u>	
C	42:00	44:30	47:00	50:00	\$25.00
B	38:30	40:00	42:00	45:00	\$45.00
A	34:00	35:00	36:30	39:00	\$65.00

The Training Section of the Fire Department shall be responsible for administering the qualifying test provided for in this section.

### **12.5 EMT/ALS Certifications**

#### **(1) EMT-certified personnel**

- (a) An employee required to maintain EMT certification as a condition of continued employment shall provide proof of such certification in accordance with requirements established by the Fire Chief or his/her designee.
- (b) The cost of EMT license recertification shall be borne by the employee.
- (c) An employee not required to hold EMT certification as a condition of continued employment, who is not EMT-certified as of the effective date of this Agreement, or who is EMT-certified as of the effective date of this Agreement and who subsequently fails to maintain EMT certification, shall have a deduction of \$50.19 taken from each biweekly paycheck. Such deduction shall be annually increased by the same percentage as any across-the-board increase given in that year, and shall continue until the employee produces proof of certification acceptable to the Fire Chief or his/her designee.

**(2) ALS-certified personnel**

(a) Until such time as the maximum number of positions provided for in the *Agreement Providing for Advanced Life Support Services* between the City of Tallahassee and Leon County have been filled, ALS duty assignments will be offered to certified bargaining unit members on a first-come, first-served basis. Any additional ALS duty assignments beyond those provided for in the above-mentioned City/County agreement will be offered to bargaining unit members on the same basis.

(b) The terms and conditions governing ALS duty assignments are specified in a *Supplemental Employment Agreement*, which is incorporated into this collective bargaining agreement as Appendix C. A bargaining unit member's signature on the *Supplemental Employment Agreement* is binding and constitutes his agreement with the terms and conditions of employment specified therein. No bargaining unit member shall be required to sign a *Supplemental Employment Agreement*, and refusal to do so shall not subject the bargaining unit member to any disciplinary action.

(c) Bargaining unit members who sign the *Supplemental Employment Agreement* will receive a \$161.54 biweekly salary supplement, which shall be considered includable compensation for pension purposes and which shall be factored into the regular rate of pay for overtime payment purposes, for the duration of the *Supplemental Employment Agreement*.

**12.6 Promotion**

When a firefighter is promoted to engineer, the promoted employee will be placed at the greater of Step 1 of the engineer step plan, or the first step in

the engineer step plan which provides an increase of at least 5% over the employee's current rate. The newly-promoted engineer will serve a six-month probationary period with no additional salary increase at the end of the six months.

When a firefighter or engineer is promoted to lieutenant or inspector, the promoted employee will be placed at the greater of Step 1 of the lieutenants' step plan or the first step in the lieutenants' step plan which provides an increase of at least 5% over the employee's current rate. The probationary period for inspector or lieutenant shall be for six months duration. Following satisfactory completion of the probationary period with a performance evaluation rating of "meets expectations" or better, the employee will be advanced one step.

#### **12.7 Legislated Costs**

If any additional compensation or benefits, beyond those already provided for in State Statutes, are legislated by the State, and the cost of such additional compensation or benefits is not funded by the State, thereby increasing payroll and benefit costs to the City, the parties agree that such cost increases shall be the subject of negotiation as to the impact on the salaries and benefits contained in this Agreement. "Compensation or benefits" includes, but is not limited to: pensions or other retirement benefits, workers' compensation or other disability programs, sick leave, holidays, or other paid leaves, uniform or clothing allowances, training, certification or educational incentive compensation, but excluding the benefits currently provided in Chapter 705, Florida Statutes.

#### **12.8 Pension**

(1) For FY09, the City agrees to provide 1% funding for pension benefits recommended by the Pension Benefits Committee and approved by the pension plan participants.

(2) For FY10, any pension funding shall be determined through re-opener negotiations of only Article 12 no later than February 15, 2009.

(3) For FY11, any pension funding shall be determined through re-opener negotiations of only Article 12 no later than February 15, 2010.

## **Article 13**

### **WORKING OUT OF CLASSIFICATION**

- 13.1** Any combat firefighter or fire engineer who is required to substitute for a fire engineer or fire lieutenant or any combat fire lieutenant who is required to substitute for a fire captain shall be paid at his 53-hour rate of pay for each hour worked out of classification and, in addition, shall receive a pay supplement equal to 5% of his 53-hour rate of pay for each hour so worked.
- 13.2** Selection of personnel to work out of classification at fire stations designated to provide ALS services shall be made in accordance with Standard Operating Procedure 105.00, as it may from time to time be amended.

**Article 14**  
**MEDICAL EXAMINATION**

- 14.1** It is understood that the City retains the right to require employees to be in good physical condition so that they are able to perform the normal duties of a firefighter, fire engineer, or fire lieutenant.
- 14.2** In order to effectuate this, the City will provide and each employee will be required to take an annual medical examination, within 30 days of the anniversary date of employment in the department, given by a health service or a physician selected and paid by the City. For 53 hour employees, such examinations shall be made on the employee's off-duty time. All 40 hour employees may take these exams while on duty. The type of examination will be at the discretion of the City and shall include a nicotine test for those employees for whom the use of tobacco or tobacco products is prohibited pursuant to the provisions of Article 24.3(1) of this Agreement. The results of such examination will be sent to the employee's personal physician and the Fire Chief. To compensate for off-duty time for such examinations, three (3) hours of leave shall be credited to each 53 hour employee annually in January of each year. Forty (40) hour employees are not eligible for this extra leave. Employees are required to use this leave by December 31<sup>st</sup> of each year. This leave will not carry-over from one calendar year to the next and no payment will be provided for unused leave upon termination or retirement. The scheduling of this leave time must be approved in accordance with the department's procedures for requesting leave.
- 14.3** The City shall offer hepatitis B and influenza inoculations, and tuberculosis tests, at no cost to the employee, on a schedule consistent with standards established by the Centers for Disease Control (CDC). Employees refusing the hepatitis B and influenza inoculations and tuberculosis test

must sign a waiver acknowledging the City's offer and their refusal. If other inoculations are recommended by the department medical director during the term of this Agreement, the City and the Union will sit down to discuss the impact of implementing the recommendation.

- 14.4** After an employee has completed eligibility requirements for a pension under a City retirement plan, he shall be required to take a medical examination by a physician selected and paid by the City to determine whether or not he is fit to continue working as a firefighter, fire engineer or fire lieutenant. If the physician determines that the employee is not able to continue working, then the employee must retire, unless the employee chooses to appeal the City doctor's determination. If the employee wishes to appeal the City doctor's determination, the employee may select a physician of his choice for a second opinion. If the employee's physician agrees that the employee cannot continue to work, the employee must retire. If there is a difference of opinion between the two doctors, they will select a third who will examine the employee at City expense and whose decision will govern.
- 14.5** A similar examination procedure will be required annually thereafter as a condition of continued employment. It is understood that changes in assignment will not be made for the purpose of forcing retirement under this provision.
- 14.6** During the term of this agreement, the City and the Union will convene a joint committee to review the Department's current procedures for screening Hazmat and USAR team members for potential hazardous exposures as recommended by OSHA. The committee shall submit recommendations to the Fire Chief. The Chief may, upon consultation with the department's medical director, accept or reject any or all of the recommendations brought forth by the committee. Any modifications to the current screening

procedures that have been approved by the Fire Chief shall be incorporated into the current Agreement via a Memorandum of Understanding.

## **Article 15**

### **EDUCATIONAL ASSISTANCE**

- 15.1** An employee who has achieved permanent status will be eligible to take courses which are approved in advance by the Chief if the following criteria are met:
- (1) Satisfy the job needs as identified by the Job Task Analysis for the given position.
  - (2) The course is part of the core curriculum, as defined by the current school catalogue, for any of the following areas of study: fire science, fire science technology, fire science administration, fire protection engineering, management, human resource management, management science, business administration, public administration, education, fire science vocational education, paramedic and/or health occupations.
- 15.2** The employee will be reimbursed for tuition and books required by a course on a first come, first serve basis within the limits of the Fire Department's available budget funding (\$19,000 per year) for educational assistance, in an amount of not more than \$150.00 per quarter course or \$225.00 per semester course. Upon the employee's request, the City will prepay the tuition of any employee approved to attend the educational institution offering the course. Proof of registration must be presented prior to the school invoice being paid. In cases where prepayment cannot be made, the City will reimburse the employee as soon as possible after presentation of the appropriate receipts.

If the employee fails to successfully complete the course (a grade of "C" or better is required for college-accredited or any other letter-graded course; a passing grade is required for any course where a letter grade is not given), the employee must repay the amount of City-provided prepayment or reimbursement.

## Article 16

### OTHER BENEFITS

#### **16.1 Kitchen Facilities**

The City will provide a kitchen at each fire station which will be adequate to provide meals for those employees on duty. Each kitchen shall be equipped with at least one sink, stove, and refrigerator, together with basic cooking utensils, dishes and glassware, and an eating space with a table and chairs.

#### **16.2 Uniforms and Equipment**

Each employee will be issued uniforms and protective gear in accordance with the present checklist of clothing and equipment issue, plus replacements as required by normal wear and tear or due to theft.

#### **16.3 Cleaning and Laundry Costs**

The City will provide for the cleaning and washing of uniforms for all employees in the bargaining unit at no cost to the employee and the employees will be required to deliver and pickup their uniforms from the vendors selected by the City.

#### **16.4 Bed Linens**

The City will provide bed linens for all employees on an as needed basis, but no more frequently than once a year.

#### **16.5 Dormitory Facilities**

The City will provide beds and lockers in the dormitory space in each fire station.

Any department-provided equipment (lockers, desks, cabinets, and briefcases) is subject to entry, search and inspection by a supervisor,

without further notice. Any privately owned property contained in such equipment (including the contents of closed or sealed items/containers) may also be opened and examined without further notice or without permission by a supervisor. This includes any department-provided equipment that is protected by a personally owned lock that the employee later might place on the outside. Therefore, the employee has no expectation of privacy when using department-provided equipment.

**16.6 Television and Radio Service**

The City will furnish a color television set, including cable service where available, a video player and one AM/FM radio at each fire station. The City will provide maintenance and repair service on these appliances at no cost to the employees.

**16.7 Parking**

Free parking at or near each fire station will be provided to employees.

**16.8 Personal Telephones**

Personal telephones will be available at each fire station for local use by the employees at no cost.

**16.9 Dayroom Furnishings**

The City will provide a desk, chairs, couches, coffee and end tables in the dayroom space in each fire station.

**16.10 Use of Personal Cars**

Employees in the bargaining unit will be paid a mileage rate to conform with Internal Revenue Service Regulations for the use of their personal cars if such use is required and approved in advance by their Division Chief or his designee, except that use of a personal car for the purpose of

required court attendance or other overtime assignments shall not entitle employees to a mileage payment.

#### **16.11 Coffee**

Coffee service will be available to bargaining unit members on the same basis as for general employees. Bargaining unit members may participate in the City's Coffee Fund by completing the appropriate form for payroll deduction.

**Article 17**  
**PERSONNEL FILES**

- 17.1** There shall be only two official personnel files for each employee, one of which shall be maintained in the Department of Human Resources and one in the Fire Department. The Human Resources Department file may not contain any items which are not filed in the Fire Department file, except for personnel-to-payroll paperwork.
- 17.2** If any derogatory material is placed in an employee's official personnel file, a copy will be given to the employee. The employee will have the right to answer any such material filed, and his answer will be attached to the file copy.
- 17.3** An employee will have the right to review his own official personnel files at reasonable times under the supervision of the designated records custodian. Any third-party references obtained concerning the employee during the application process are deemed to be confidential and are not, therefore, subject to the employee's review.

## Article 18

### PROBATIONARY PERIODS

#### **18.1 Duration**

The probationary period of each newly-hired employee in the bargaining unit shall be one year of continuous service as a certified firefighter in the Tallahassee Fire Department following the date of hire. An interruption for an authorized leave of absence shall not constitute a break in continuous service, but the time on a leave of absence shall not be credited as time in service. An employee terminated during his initial probationary period has the right to grieve whether or not the termination was justified. Such grievance may be processed up to Step 2 of the Grievance Procedure, and the decision at that step shall be final.

#### **18.2 Extension**

Upon recommendation by the employee's supervisor, the Fire Chief may extend an employee's probationary period for up to six months.

## Article 19

### **PERFORMANCE EVALUATIONS AND CONDITIONAL STATUS**

#### **19.1 Performance Evaluations**

- (1) Each employee will be evaluated a minimum of once per year after having passed his probationary period.
- (2) The immediate supervisor most directly familiar with the employee's work during the evaluation period shall be charged with the evaluation responsibility as assigned by the Fire Chief.
- (3) After the immediate supervisor has completed the evaluation, the evaluation will be reviewed and signed off by the Division Chief (or equivalent rank) and Deputy Chief before being submitted to the Fire Chief. Any changes made in an evaluation by higher-ranking supervisors shall be initialed by the person making the change.
- (4) Performance evaluations shall not be subject to the grievance procedure in this Agreement but shall be subject to the performance evaluation appeal procedure as outlined below:
  - (a) After the immediate supervisor discusses the performance evaluation with the employee, should the employee feel the evaluation is not an accurate assessment of his performance, the evaluation may be appealed to the Division Chief level.
  - (b) The appeal must be submitted in writing and set forth the specific factors on which the employee does not agree with the rating, together with whatever reasons or explanations may be appropriate. Such appeal must be submitted within ten working days of the date on which the performance

evaluation was discussed by the employee and the immediate supervisor.

- (c) The Division Chief or his level shall have a meeting with the employee within ten working days following receipt of the appeal and shall issue a written decision on the appeal within ten working days following such meeting.
- (d) If the appeal is not resolved, the employee may appeal in writing to the Deputy Chief within five working days after receipt of the decision at the Division Chief level. The written submission of an appeal shall include a copy of the appeal submitted to the Division Chief level and the written decision received at that level. The Deputy Chief may have a meeting with the employee and shall issue a written decision on the appeal to the employee within ten working days following receipt of the appeal. The decision of the Deputy Chief shall be final.

## **19.2 Conditional Status**

If a permanent employee's performance becomes less than meets expectations, the Fire Chief may put the employee on conditional status for up to six months. The Chief shall identify in writing for the employee the specific improvement(s) necessary for the employee to achieve satisfactory performance. The employee's performance shall be evaluated at least each 60 calendar days thereafter until:

- (1) the employee has made the specific improvement(s) identified by the Chief as necessary to achieve satisfactory performance, and he is put back on permanent status, or

- (2) the employee has not made the specific improvement(s) identified by the Chief as necessary to achieve satisfactory performance, and he is dismissed.

Any period of service during a conditional status shall not be counted in determining eligibility for step progression.

While the placing of an employee on conditional status is not intended to be disciplinary action, it may nevertheless be used concurrently with disciplinary action.

Conditional status may be appealed under the provisions of the performance evaluation appeal procedure, but no higher than the Fire Chief level.

## **Article 20**

### **PROMOTIONAL PROCEDURES**

- 20.1** For the purposes of this Article, promotions will be defined as moving an employee from a position in one class in the bargaining unit to a different position in another class having a greater degree of responsibility and a higher maximum base salary, which is the second, or third firefighting level inside the bargaining unit.
- 20.2** The City guarantees all bargaining unit employees the following:
- (1) publication and dissemination of standards and criteria for promotion which permit all employees to adequately prepare for advancement.

- (2) publication of all main topics to be covered on the examinations and the sources from which test questions have been taken will be released at least two months prior to the promotional examination.
  - (3) provision at each fire station of those resource materials listed as promotional examination study materials, plus other specialized training materials as determined by management needs
  - (4) competitive promotional examinations, designed to measure an employee's fitness for promotion. The final examination results will be posted in rank order (highest score to lowest) utilizing the employee's identification number
  - (5) cutoff score on written examination will be that recommended by the department in consultation with the Union
  - (6) seniority will be considered in the promotional examination procedures
  - (7) employees will be promoted on the basis of selection procedures developed by the Department in consultation with the Union. Any oral interview board will include a Union representative from within the Tallahassee Fire Department
  - (8) promotions will be based upon merit and fitness to serve in a position of responsibility
- 20.3** Prior to a final offer of promotion being extended to an employee, that employee must have been cleared in accordance with the City's Criminal History Screening Policy.

- 20.4** The City reserves the right to determine the duties and responsibilities, as well as the eligibility requirements, for the classifications of firefighter, fire engineer and fire lieutenant.

## **Article 21**

### **DISCIPLINE**

- 21.1** It is understood that the City has the right to expect a high level of professional and personal conduct, both on-duty and off-duty, from all fire service personnel regardless of rank or assignment. The City reserves the right to conduct internal investigations to determine the facts in any case of alleged work-related misconduct, but agrees to carefully guard and protect the rights and dignity of accused personnel. It is expected that all fire service personnel will give truthful and complete statements, to the best of their ability, in all such investigations. Failure of fire service personnel to respond to investigating personnel when ordered to do so during an internal investigation will subject fire service personnel to discipline for insubordination regardless of the rank of the investigating personnel. Until the City concludes an internal investigation, no fire service personnel shall interfere with that investigation, including contacting witnesses who may have knowledge concerning the allegations made by the complainant.
- 21.2** An employee may be disciplined only for proper cause. It is understood by the parties that employees are subject to all applicable Rules and Regulations of the City and Fire Department. Under normal circumstances a disciplinary action shall be taken within 30 working days of the date of the incident. When, due to an extenuating circumstance, a disciplinary action cannot be taken within this timeframe, the Fire Chief shall provide written notification to the Union President and the City Attorney stating the nature of the extenuating circumstance giving rise to the delay. In such instances, the timeframe for taking disciplinary action shall be extended in increments of 15 working days with written notification as described above required prior to each extension.

- 21.3** Disciplinary actions involving discharge, demotion and suspension with loss of pay may be subject to the grievance procedure provisions of this Agreement and appealed directly to Step 2 of the grievance procedure. All other grievances involving discipline must be filed at the appropriate step as defined by Article 5 – Grievance Procedure.
- 21.4** A disciplinary action report covering an oral or written reprimand shall be removed from the employee's personnel file after two years if there are no further infractions of a similar nature. Because personnel records cannot be destroyed, the report removed from an employee's personnel folder will be placed in a general folder with other dated disciplinary action reports.

A disciplinary action report at the level of a suspension will never be removed from the employee's personnel file and if the suspension was for an infraction of a similar nature for which an oral and/or written reprimand was issued and currently is in the employee's personnel folder, the oral and/or written reprimand shall not be removed from the employee's personnel file.

## **Article 22**

### **PERSONNEL REDUCTION**

- 22.1** In the event that the City determines, in its sole discretion, that a reduction in workforce is necessary, the City will ameliorate the impact of such action in the following manner.
- 22.2** The City will layoff employees based on seniority. Seniority is defined as the length of an employee's total service in the Fire Department as shown in the Human Resources Department records, excluding any leaves of absence without pay of 90 consecutive calendar days or more. Total service time with the Department less all leave without pay over 90 consecutive calendar days results in an employee's adjusted seniority date. Seniority shall be computed at a rate of one (1) point for each full calendar month of employment using the adjusted seniority date as the basis of the computation.
- 22.3** An employee may be entitled to Veteran's Preference as set forth in FS 295, and shall have ten (10) points added to his total seniority if he qualifies under the City's Veteran's Preference Policy 702.06-F4 a. and b. An employee who qualifies under the City's Veteran's Preference Policy 702.06-F4 c. and d. shall have five (5) points added to their total seniority score.
- 22.4** The employee who has the least time in the highest classification affected will revert to the next lower classification which he is qualified to fill and the employee who has the least time in the next lower classification will revert to the lowest classification which he is qualified to fill. The least senior employee in the lowest classification shall be on layoff.

- 22.5** Should there be ties in length of service in the department after considering veteran's preference points, then the ties will be broken by seniority in the classification(s) impacted for layoff, then all official performance evaluations of each affected employee as contained in Human Resources Department personnel files will be scored and the employee(s) with the lowest score(s) will be subject to bumping or shall be on layoff. The City will provide a 30-calendar day notice to employee(s) on layoff.
- 22.6** An employee whose salary is red-circled in a classification into which he was bumped, has twelve (12) months from the date his salary became red-circled to regain his classification without losing pay. If an employee with a red-circled salary has not regained his classification within 12 months, his salary shall be reduced to the maximum of the pay grade for the classification he has been assigned. If, within twelve (12) months, the maximum of the salary range is adjusted upward and consequently accommodates the employee's salary, the employee's salary shall not be reduced.
- 22.7** A bumped or laid-off employee shall have recall rights to the classification he held before the onset of the layoff procedure for a period of 24 months following layoff. Such recall rights shall consist of the right to "bump up" to the classification which he held at the onset of the layoff procedure, or return from layoff to a vacant position in the firefighter classification over new applicants. Recall will be made by certified mail to the last address in the Fire Department records. The recall notice must be answered within 14 calendar days of its receipt. Failure to respond to recall within the time stipulated shall result in termination from the Fire Department.
- 22.8** An employee who is laid off shall be considered to be terminated and shall be paid for all earned by unused vacation leave. The laid off employee

shall be eligible for continuation of group health insurance coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). A laid-off employee who has earned a vested pension benefit may elect to leave his contributions, and the interest earned thereon, in the pension plan in order to receive a benefit payable at normal retirement, or he may elect to receive a refund of his contributions and the interest earned thereon. A laid-off employee who is vested in the Matched Annuity Pension (MAP) plan benefit may elect to leave all or a portion of his account balance in MAP in order to receive a benefit payable at normal retirement, or he may elect to receive a refund of his account balance. A laid-off employee who has not earned a vested pension benefit shall receive a refund of his contributions to the pension plan and the interest earned thereon. A laid-off employee who has not earned a vested MAP benefit shall receive a refund of his MAP account balance.

- 22.9** An employee shall be recalled in reverse order of lay off with the last person laid off being returned to work first. If the employee is unable to return to work when recalled because of physical or mental disability, the employee shall be temporarily bypassed. An employee who has been recalled after having been on layoff for more than twelve months will be subject to a drug screen, drivers license history, criminal history and physical examination prior to his effective date of reinstatement. An employee recalled within 24 months following layoff shall be deemed to be reinstated. The department may require that the recalled employee attend an orientation program. The City agrees to bargain over the impact of any changes as a result of the City's adoption of the Fire Department reorganization to the extent these changes impact on the bargaining unit's terms and conditions of employment.

## Article 23

## **RESIDENCY REQUIREMENTS**

- 23.1** There are no residency requirements for bargaining unit members
- 23.2** This requirement does not extend the current department policy on take-home vehicles.

## **Article 24**

### **SAFETY AND HEALTH**

#### **24.1 Restraint Systems**

All employees are required to utilize seat belts or occupant restraint system provided when driving or riding as a passenger in City vehicles or in a personal vehicle on City business, except in cases of operational necessity.

Violations of this provision will result in disciplinary action as follows:

First offense:	oral reprimand
Second offense:	written reprimand
Third offense:	one-day suspension without pay
Fourth offense:	five-day suspension without pay
Fifth offense:	dismissal

#### **24.2 Application and Procedures**

Unless otherwise specified in this Article, the terms, conditions, and procedures contained in Chapter 705, Alcohol and Drugs, of the City Administrative Policy and Procedures Manual, as it is modified from time to time according to State and Federal law and regulation shall apply to all members of the bargaining unit.

#### **24.3 Alcohol and Drug Testing**

In the interest of public and employee safety, and the professional image of City government, the City has adopted a zero tolerance policy with regard to the on or off duty use of any illegal controlled substance, and the on or off duty illegal possession, dispensing and selling of any controlled substance. This means that an employee will be terminated from employment if found to be using any illegal controlled substances while on or off duty or if found to be illegally possessing, dispensing or selling any controlled substances while on or off duty.

In an effort to identify and eliminate on or off duty controlled substance/alcohol abuse, urinalysis/blood tests and breathalyzer tests shall be administered as provided in Sections 24.4 and 24.5 of this Article. This testing shall be conducted in such a manner so as to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS), and Department of Transportation (DOT). Such rules and procedures shall be implemented with due consideration for the protection, dignity, privacy, and confidentiality of the individual employee throughout the testing process.

Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.

Refusal to submit to testing can include an inability to provide a urine specimen or breath sample without a legitimate medical explanation, as well as a verbal declaration of refusal, obstructive behavior, failing to show up for a required test, failing to proceed immediately to the testing facility, or any other action or inaction that prevents the test from being administered.

## **24.4 Reasonable Suspicion Testing**

Urinalysis/blood tests and/or breathalyzer tests shall be administered:

(1) when a supervisor has a reasonable suspicion based upon objective factors resulting in a reasonable and articulated belief that the employee is using, under the influence of, or impaired by alcohol or a controlled substance on the basis of specific physical, behavioral, or performance indicators suggesting such use. Conditions which may constitute reasonable suspicion include, but are not limited to:

- (a) slurred speech
  - (b) odor of alcohol
  - (c) inability to walk a straight line/staggered gait
  - (d) exaggerated, excited state of emotions
  - (e) bizarre or erratic behavior
  - (f) rapid, dramatic mood swings
  - (g) a report of drug use provided by a reliable and credible source which has been independently corroborated
  - (h) observation of the ingestion or possession of alcohol or an illegal controlled substance as defined in Chapters 877 and 893, Florida Statutes, during working hours, or while on City property, or while operating a City vehicle off-duty
  - (i) possession of paraphernalia normally associated with improper, unauthorized, or illegal use of controlled substances
  - (j) a traffic crash or occupational accident which does not meet the conditions specified in Section 24.4 (4), but where one or more of the above factors is present
- (2) when a supervisor has a reasonable suspicion based upon objective and articulated factors that the employee while on or off duty has possession of or is using, dispensing, or selling any illegal drug or controlled substance not prescribed by a licensed physician.

(3) when a supervisor has a reasonable suspicion that the employee is under the influence of alcohol on duty or while covered for portal to portal pay for workers' compensation.

(4) following an occupational accident or traffic crash involving a City employee on City business, or an off-duty employee operating a City vehicle, under the following conditions:

- (a) when it has been determined by the law enforcement officer investigating the traffic crash, or the supervisor investigating an occupational accident, that an employee's actions either contributed to the cause of the accident or crash or cannot be completely discounted as a contributing factor to the accident, and
- (b) the occupational accident or traffic crash results in serious injury, or a fatality to any person, or there was serious property damage to either public or private property.

Serious property damage is defined as when one or more of the motor vehicles involved in a traffic crash is "totaled", one or more of the motor vehicles sustains significant disabling damage, damage to public and/or private property equals or exceeds an apparent damage of \$5,000 or more.

In the instance of traffic crashes, such estimates of apparent damage shall be made by the law enforcement officer who conducts the investigation at the scene of the traffic crash. Damage estimates at the scene of an occupational accident shall be determined by the employee's supervisor, utilizing whatever resources necessary to make a reasonable determination of the damage estimate.

Prior to requiring an employee to submit to testing under Section 24.4 of this Article, a supervisor must obtain written approval of the Fire Chief, Deputy Fire Chief, or Division Chief.

#### **24.5 Random Testing**

At various times, the City shall randomly select bargaining unit members for unannounced alcohol and drug testing. The selection shall be made by the use of a scientifically valid method, such as a computer-based random number generator that is matched with the employee's social security, payroll, driver license, or other comparable identifying number. Each employee shall have an equal chance of being tested under the selection process, and may be tested more than once, depending on the frequency that he is randomly selected.

The number of employees randomly selected for testing during a twelve (12) month period shall equal an annual rate of not more than 50% of the total number of bargaining unit members subject to testing. If the percentage rate for random drug and/or alcohol testing provided for in Chapter 705 of the City Administrative Policies and Procedures Manual is reduced during the term of this collective bargaining agreement, the percentage rate for random drug and/or alcohol testing provided for in this Article 24.5 shall be amended in like manner.

The random testing shall only occur while the employee is on duty. The bargaining unit may designate a representative to view any part of the random selection process, and the City will provide upon request any additional information relating to the computer-generated selection programs. At no time during this review process will access be allowed to the actual names of employees being selected for a prospective testing period.

The employee shall have the right to have present during the testing a representative of his choice, but the Department will not be required to wait more than 30 minutes for such representative to arrive. In

the event that the employee's initial representative is unable to serve, he may choose another representative but in no event shall the Department be required to wait more than 30 minutes.

#### **24.6 Drug Test Panels/Positive Drug Tests**

For drug testing, the drugs that will be tested for include, but may not be limited to: marijuana, cocaine, opiates, amphetamines and phencyclidine. Other controlled substances may be tested for if there is reasonable suspicion that an employee may be illegally using or abusing a controlled substance not currently part of the specified test panel.

##### (1) Initial test

- (a) An initial drug screen method will be conducted on each specimen.

(2) Confirmatory test

(a) For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.


All positive drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO) prior to transmittal to the City. This review consists of a confidential interview with the employee to determine if there is an alternative medical explanation for the drug(s) found in the employee's specimen. If the employee provides appropriate documentation that the presence of the prohibited drug(s) is due to the legal and prescribed use of the prohibited drug(s), the drug test result is reported as negative to the City and no further action is required.

In compliance with the City's zero tolerance policy, upon confirmation of a positive test result for an illegal controlled substance (e.g., marijuana, cocaine, heroin, etc.), the employee shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.

Upon confirmation of a positive test result for the illegal use or abuse of a controlled substance (e.g., prescription drugs), the employee shall immediately be removed from duty, placed on leave without pay status, and subject to disciplinary action up to and including termination from City employment.

Employees who test positive for a controlled substance have a right to have their original samples retested at their own expense, if a retest is desired. The employee must submit a written request for a retest to the City's Medical Review Officer (MRO) within 72 hours of the time the employee is notified by the MRO of the positive results.

The employee may request any laboratory to perform the retest as long as the testing laboratory is certified by the U.S. Department of Health and Human Services (DHHS) under the U.S. Department of

Transportation (DOT) procedures. The MRO will verify that the testing laboratory is so certified. If the second test is negative, the employee will be reimbursed for the cost of the test, and any disciplinary action which was taken solely on the basis of the positive drug test will be rescinded. Samples that yield positive results on confirmation must be retained by the testing laboratory in properly secured, long term frozen storage for at least 365 days, as required by federal procedure.

#### **24.7 Positive Alcohol Tests**

Alcohol breath testing will be conducted in accordance with City Policy 705.06 in a manner to assure a high degree of accuracy and reliability utilizing a trained Breath Alcohol Technician (BAT). The test, expressed as a percentage, will measure the blood alcohol content (BAC) as defined in terms of grams of alcohol per 210 liters of breath.

The following are thresholds for alcohol testing along with the minimum mandatory employment action to be taken:

**(1) BAC Level .002%-.019%**

Employees testing at this level shall be prohibited from driving motor vehicles on City business, or operating hazardous equipment or machinery, until such time as a return-to-duty breath alcohol test confirms a BAC level of .000%.

**(2) BAC Level .020%-.039%**

This is considered a low level test result. Employees testing at this level shall be prohibited from driving motor vehicles on City business, or operating hazardous equipment or machinery, or performing safety sensitive functions until such time as a return-to-duty breath alcohol test confirms a BAC level of .000%.

At the discretion of the Department, in consideration of the critical nature of the job being performed, the totality of circumstances involved,

or the inability of the Department to accommodate job task restrictions for any period of time, further action, including removal from duty for the remainder of the shift, or disciplinary action, may be taken.

Employees working in safety sensitive positions shall be removed from driving and the performance of safety sensitive functions for 24 hours, and allowed to return to work only after release by an EAP counselor and a return-to-duty breath alcohol test confirms a BAC level of .000%.

(3) BAC Level .040% and higher

This is considered a positive test result. In compliance with the City's zero tolerance policy, upon confirmation of a positive test result for the presence of alcohol at a BAC of .04% or higher, the employee shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.

#### **24.8 Employee Assistance Program (EAP)**

An employee who voluntarily acknowledges a problem with drug or alcohol use or abuse to the Department, and:

- (1) who is not under administrative or criminal investigation or arrest for an alcohol or drug related matter,
- (2) who has not been notified by the Department to comply with a legitimate order for testing pursuant to this policy,
- (3) who has not tested positive for alcohol or a controlled substance during his employment with the City,

will be immediately removed from safety sensitive functions, and referred to the Substance Abuse Professional (SAP) for the purpose of determining the need to impose duty restrictions and a rehabilitation plan.

Under the qualifying criteria above, an employee testing positive for alcohol or drugs pursuant to the fitness for duty test after voluntarily submitting himself for rehabilitation and testing shall not be disciplined. If an employee tested positive on the fitness for duty test, the employee shall be required to produce a negative test result on a return-to-duty test prior to returning to safety sensitive functions.

However, the employee shall be terminated from City employment for any subsequent positive test results, and shall be subject to disciplinary action up to and including termination for other violations of rules, policies and procedures unrelated to the positive fitness for duty test resulting from the voluntary rehabilitation.

All employees also have the option of reporting substance abuse problems directly to the SAP, absent involvement or knowledge by City staff.

It is the employee's responsibility through consultation with the SAP to take all appropriate measures to ensure abstinence from usage of alcohol and drugs prohibited by Section 705 of the City's Administrative Policies and Procedures. Any positive test for alcohol or for an illegal controlled substance or subsequent admission to using illegal controlled substances will result in termination from employment with the City, with no right of appeal and an ineligibility for rehire with the City for a period of one year from the date of termination.

#### **24.9 Legal Drug Use/Potential Impairment**

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, an employee should use extreme caution when using any non-prescription medication which carries a warning label that indicates that mental functioning, motor skills, or judgment could reasonably be impaired. When taking such medications, an employee should seek medical advice, as appropriate, and shall notify

his supervisor or any impairment which he may be experiencing, before performing work-related duties.

When taking prescription medications, an employee must seek specific advice from his physician that the prescription will not impair his mental functioning, motor skills, judgment, or ability to perform essential job functions. Before performing work-related duties, an employee shall notify his supervisor, or a designated supervisor within the departmental chain of command, of any actual or potential adverse effects which are occurring or which the employee has been advised may occur.

Upon being notified of actual or potential adverse effects from the substances in a prescription, the supervisor notified by the employee shall be responsible for either reassigning the employee to non-hazardous work tasks where possible, or requiring the employee to take leave consistent with City policy.

#### **24.10 No Smoking**

Those employees hired as a firefighter, fire engineer , or fire lieutenant in the Tallahassee Fire Department as of December 1, 1985, shall not smoke tobacco on or off duty. Those employees hired as of December 1, 1989, shall not smoke tobacco or use tobacco products on or off duty. Violation of said policy shall subject the employee to disciplinary action up to and including termination.

For present employees exempt under the previous paragraph, the use of tobacco products will not be permitted on department property. Fire Department property includes city vehicles, kitchens, dining rooms, dayrooms, classrooms, dormitories, and bathrooms. All Fire Department buildings are smoke-free facilities and the smoking of tobacco products will not be permitted in any enclosed area (roof and four walls with appropriate openings for entering and exiting), places of work (e.g., fire unit on the scene at any working call, etc.), employee lounges, kitchens, conference rooms, vehicles, hallways, lobby areas, aisles, corridors, water

fountain areas, restrooms, showers, stairwells, entryways, utility rooms, storage rooms, closets, etc. Violators will be subject to fines up to \$500 (FS 386.208), and disciplinary actions.

The Union agrees to take positive steps to encourage all employees of the Fire Department to refrain from or cease the practice of smoking tobacco on or off duty.

#### **24.11 Nicotine Testing**

Employees hired after December 1, 1989, shall be tested for nicotine pursuant to the provisions of Article 14 – Medical Examinations, of this Agreement. The nicotine test will be considered positive if both of the following substances are present above the specified threshold:

<u>Substance</u>	<u>Nanograms per Milliliter</u>
Cotine	200
Nicotine	200

A positive test result for nicotine shall result in a two-day suspension, an automatic referral to a smoking cessation program, and periodic random follow-up testing for a minimum twelve-month period. Subsequent positive tests for nicotine and/or violations of the no smoking provisions of this Agreement shall result in further disciplinary action up to and including termination.

#### **24.12 Infectious Disease Prevention**

Each employee will be provided with and utilize all personal protective equipment as required for infectious disease exposure which meets or exceeds the minimum standards established by the State Department of Labor and the Centers for Disease Control for the prevention of infectious diseases. Likewise, the City and the employee, whenever practical, will follow the required prophylactic procedures established with regard to any employee whose exposure to blood or other body fluids arises out of and

in the scope of his employment with the City. The City will provide training as required in infectious disease prevention, mitigation and exposure control.

**24.13** Unless otherwise specified, employees violating the provisions of this Article shall be subject to progressive disciplinary action up to and including termination from City employment.

## **Article 25**

### **INDEMNIFICATION**

- 25.1** The City will provide a defense for, and indemnify, any employee who is made a party to any suit or proceeding, other than by an action of the City of Tallahassee, or against whom a claim is asserted by reason of his action(s) taken within the scope of duty or service as an employee of the City. Such indemnity shall extend to judgments, fines, and amounts paid in settlement, of any claim, suit, or proceeding, including any appeal. This shall protect the employee, who acted in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the City.
- 25.2** The City's obligation under this Article is contingent upon prompt notification and full cooperation with the City Attorney's office. An employee served with a complaint or otherwise formally advised that he is a party to a suit or proceeding shall notify the City Attorney's office within the next work day.

## Article 26

### JUDICIAL LEAVE

**26.1** An employee may be granted administrative leave with pay for the following reasons:

**26.2 Jury Duty**

An employee summoned as a member of a jury panel shall be granted administrative leave. The employee does not have to return to the City any jury fees paid to him for such service. The employee must submit a copy of his jury duty notice to his supervisor as soon as possible after receiving notification of his need to appear for jury duty. When an employee is summoned for jury duty and is not required to serve, or is required to serve but is released prior to the end of his workday, he must return to work.

**26.3 Court Appearance**

There are four different circumstances under which an employee may be given time off to appear in court:

- (1) An employee may serve as a City witness or representative in a court or other tribunal as part of his City responsibilities. In such cases, the employee is not considered to be on administrative leave but on working time, and any witness fees received shall be returned to the City.
- (2) An employee may be requested to appear as an expert witness in a case not involving the City. In such instance, the employee may be granted accrued leave or leave without pay and shall retain whatever payment is made to him.
- (3) An employee may be subpoenaed as a witness in a court case which does not involve personal litigation of the employee and does not involve the City. In such instance, the employee is granted administrative leave, and any witness fees are returned to the City. However, the

employee may choose to use accrued vacation leave, and any witness fees shall be retained by the employee.

(4) An employee may appear in court in connection with a case in which he is personally involved but the City is not involved. In such instance, the employee must be granted accrued vacation, or leave without pay, to pursue his own personal business, and any witness fees shall be retained by the employee.

## Article 27

### MILITARY LEAVE

#### **27.1 Federal Service**

- (1) Any employee in the bargaining unit who is a member of the United States Armed Forces Reserve, including the National Guard, shall upon presentation of a copy of the employee's official orders or appropriate military certification to his supervisor, be entitled to administrative leave without loss of pay, time, or efficiency rating during periods in which the employee is engaged in annual field training or other active duty or inactive duty for training exercise (i.e., weekend drills).
  
- (2) Such leave with pay shall not exceed 17 working days for the affected employee in any one calendar year:
  - (a) a shift of 12 hours or less shall equal one working day
  - (b) a shift of 24 hours shall equal two working days.

#### **27.2 Limitations**

Absence from City employment for military duty in excess of 17 working days shall not be compensated by the City, except as provided in paragraph 27.3 below. In such cases, a request for leave without pay should be made by the employee or the employee may use earned vacation time.

#### **27.3 Emergency Active Duty**

An employee recalled to emergency active duty will be placed on military leave of absence, the first 30 calendar days of leave to be with full pay, and the remainder without pay. At his discretion, the employee may further extend the period of leave with pay through the use of earned vacation leave.

During the period of emergency active duty, at the employee's discretion, the employee may continue the health insurance coverage in which he was enrolled on the date the emergency active duty commenced. In the event the employee elects to continue coverage, the City will make a contribution toward the cost of such coverage in accordance with the provisions of Article 11 – Group Health Insurance.

**27.4 Documentation**

A copy of the official orders or appropriate military certification shall be filed in the employee's personnel file in the Department.

## Article 28

### WORKERS COMPENSATION

#### **28.1 Standard Workers Compensation Benefits**

(1) An employee who is disabled because of an on-the-job injury will be provided workers' compensation benefits in accordance with Chapter 440, Florida Statutes.

(2) An employee who sustains an injury resulting in disability which is compensable under the Workers' Compensation Law shall be carried in full pay status for a period not exceeding seven calendar days without using leave credits. Such pay will be contingent upon written confirmation from the authorized physician treating the employee to the Fire Chief stating that the employee is unable to work.

The day the injury occurs does not count towards this seven calendar day period. Time off on the day of the injury and for up to the seven calendar days following the injury, shall be charged to administrative leave.

(3) If the employee is unable to resume work at the end of the seven calendar day period, standard Workers' Compensation payments will commence and will be supplemented by special Workers' Compensation benefits as described in 28.2 below. It shall be the Department's responsibility to contact the Risk Management Office on the eighth calendar day of disability to ascertain the amount of weekly compensation payable.

(4) The employee shall earn and accrue leave credits as long as the employee is absent from work due to the injury and is continuing to receive Workers' Compensation payments.

(5) If after a medical examination by the authorized treating physician, the employee is released to return to work and refuses, no further salary or compensation payments will be paid nor leave time earned or accrued until the employee returns to work. In the event the employee fails to return to work for a period of two shifts (24 hours or more) or three consecutive 8 hour workdays, the employee shall be deemed to have resigned.

## **28.2 Special Workers' Compensation Benefits**

(1) Special compensation, when added to standard Workers' Compensation, shall equal the employee's "take home salary" on the date of the accident. "Take home salary" shall be defined as the employee's base salary (1/12 of annual salary) including educational incentive supplements minus the amount deducted from the salary for pension contribution, MAP, the amount deducted from the salary for federal withholding taxes, and other deductions authorized by the employee or mandated by law. In the event that an employee's standard Workers' Compensation is reduced per state law, the amount of special compensation shall not exceed the amount the employee would have received but for the reduction.

(2) The total amount paid for standard Workers' Compensation, special Workers' Compensation, and holiday pay shall not exceed the amount of base salary the employee would have received had the employee not been on Workers' Compensation.

(3) An employee who reaches maximum medical improvement, or has remained on temporary total disability, shall not be provided special Workers' Compensation under 28.2 above, if the employee is on light duty or returns to work on light duty. The Fire Chief shall notify the employee in

writing that the light duty is provided in lieu of the special Workers' Compensation.

### **28.3 Light Duty**

In the event that an employee is, at any time, determined by the physician to be able to perform light duty work as a result of an on-the-job injury, the Fire Chief will evaluate the specific light duty restrictions and may place the employee in a Fire Department light duty job if one is available. However, the Fire Chief is under no obligation to create light duty for an employee. Should an employee be placed on light duty and such duty becomes subsequently no longer available, then the Fire Chief may terminate or change the light duty assignment. The provision of light duty for an employee shall not set precedent for provision of light duty for another employee.

### **28.4 Disputes**

All disputes regarding Workers' Compensation matters shall be handled exclusively through mechanisms provided under Florida Statutes, Chapter 440, and this Article shall not be subject to the grievance and arbitration procedure.

## **Article 29**

### **MANAGEMENT RIGHTS**

- 29.1** The Union agrees that the City has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects; and the powers or authority which the City has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include but shall not be limited to, the right to determine the organization of City government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for services to be offered to the public; to direct the employees of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job classifications; to change or eliminate existing methods, equipment or facilities; and to establish, implement and maintain an effective internal security program.
- 29.2** The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission, and to expend monies appropriated by the Commission as it shall deem desirable.

- 29.3** Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.
- 29.4** If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

## **Article 30**

### **DEDUCTIONS**

#### **30.1 Deductions**

During the term of this Agreement, the City agrees that it will deduct on a bi-weekly basis Union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing to the City Human Resources Department, from the pay of those employees in the bargaining unit who individually make such request on a written checkoff authorization form provided by the City. Such deduction will be made by the City beginning with the pay for the first full pay period following receipt of the authorization by the City. The Union shall advise the City of any uniform assessment or increase in dues in writing at least 30 days prior to its effective date.

The agreement applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

#### **30.2 Remittance**

Deductions of dues and uniform assessments, if any, shall be remitted by the City to a duly authorized representative as designated in writing by the Union.

#### **30.3 Insufficient Pay for Deduction**

In the event an employee's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, City health insurance and other priority deductions, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

#### **30.4 Termination of Deduction**

Deductions for Union dues and/or uniform assessments shall continue until either:

- (1) revoked by the employee by providing the City Human Resources Department and Union with 30 days written notice that he is terminating the prior checkoff authorization,
- (2) the termination of the authorizing employee, or
- (3) the transfer, promotion, demotion of the authorizing employee out of this bargaining unit.

#### **30.5 Indemnification**

The Union shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the City, its officials, agents and employees in complying with this agreement. The Union shall promptly refund to the City any funds received in accordance with this agreement which are in excess of the amount of dues and/or uniform assessments which the City has agreed to deduct.

#### **30.6 Exceptions**

The City will not deduct any Union fines, penalties, or special assessments from the pay of any employee.

#### **30.7 Dues Checkoff Authorization Form**

The following form shall be used by employees who wish to initiate dues deduction:

## DUES CHECKOFF AUTHORIZATION

To: \_\_\_\_\_  
(Department)

CITY OF TALLAHASSEE

I, \_\_\_\_\_, Social Security No. \_\_\_\_\_,  
(Name)

Department and Division: \_\_\_\_\_,

direct the City of Tallahassee to deduct from my pay, beginning with the pay for the first full pay period from the date this authorization is received by the City, Union membership dues and uniform assessments, if any, of

\_\_\_\_\_  
(Union and Unit)

in the amount as may be established from time to time in accordance with the Constitution and Bylaws of the Union and certified in writing to the City by an accredited officer of the Union, and I direct the City to pay over the sum or sums so deducted to a duly authorized representative of the Union.

This authorization is made pursuant to Section 447.303, Florida Statutes, and shall continue until:

- (a) revoked by me at any time upon 30 days written notice to my employer and the Union,
- (b) the termination of my employment, or
- (c) my transfer, promotion, or demotion out of this bargaining unit.

Date: \_\_\_\_\_ Employee's Signature: \_\_\_\_\_

## **Article 31**

### **BULLETIN BOARDS**

- 31.1** The City agrees to furnish wall space not to exceed 24" x 36" for a Union-purchased bulletin board in each fire station, plus space for one additional bulletin board in the dispatch center and one additional in the training division.
- 31.2** The Union bulletin board shall be used only for the following notices:
- (1) recreational and social affairs of the Union
  - (2) Union meetings
  - (3) Union elections
  - (4) reports of Union committees
  - (5) Union benefit programs
  - (6) current Union contract
  - (7) training and educational opportunities
  - (8) official minutes of Union meetings
- 31.3** Notices shall not contain anything reflecting adversely on the City, or any of its employees, and any posting which violates the provisions of this Article shall be removed.
- 31.4** Notices for posting must be dated and bear the signature of the Union President or his authorized representative.

## **Article 32**

### **UNION ACTIVITIES**

**32.1** Except as provided by law or otherwise in this Agreement, no employee shall engage in Union activities of any kind during the time he is assigned on duty, except that solicitation of employees and distribution of union literature will be permitted on non-working time and in non-work areas, as defined below:

- (1) "Non-working time" is defined as time while on duty when the employee is eating, sleeping, using bathroom facilities, or participating in recreational activities such as reading, watching television, working on hobbies, etc.
- (2) "Non-work areas" are defined as the station dayroom, kitchen, dormitory, and bathrooms.

**32.2** No City equipment or vehicles shall be used for Union activities.

**32.3** No union meetings or other Union business shall be conducted on City Fire Department premises, except as provided in 32.2, above.

**32.4 Leave of Absence to Assume Union Office**

The Fire Chief may approve a written request for an unpaid leave of absence for a period not to exceed one year to become a fulltime employee of the Union, provided such request shall not be unreasonably denied. Not more than one employee shall be granted such leave at any one time.

**32.5 Orientation Day Briefing**

The Union will be granted one hour of time during new firefighter orientation to explain jointly with a management officer the provisions of the Agreement and the functions of the Union.

- 32.6** The President of the Union or a local bargaining unit designee will be notified by the Chief's office as to the scheduling of new firefighter orientation sessions.

## **Article 33**

### **UNION BUSINESS**

**33.1 Leave for Union Business**

Members of the bargaining unit who are officials of the Union shall be granted time off for Union business when the absence does not interfere with the operation of the Fire Department. Requests for such time off shall be submitted for approval to the Chief or his designee. Such request must include authorization from the Union President if the absence is to be covered by payment from the Union Time Pool. The Union President, if a member of the bargaining unit, shall be permitted to schedule his extra quarterly shifts, as provided in Article 6(1)(a), on a flexible basis in order to attend to Union business.

**33.2 Union Time Pool**

Any member of the bargaining unit may contribute to the Union Time Pool by signing a form authorizing the contribution of holiday pay or vacation leave, in whole hour increments, at the member's current 40-hour base salary rate.

At the beginning of each calendar year, the City shall deduct one-hour (60 minutes) of available vacation pay, at the member's current 40 hour base salary rate, from each bargaining unit member and transfer the value of the hours to the Union Time Pool. The contribution of one hour vacation pay will correspond to the contributors base salary.

The amount of money so contributed shall constitute the Union Time Pool.

### **33.3 Charges Against Union Time Pool**

Union officials who are members of the bargaining unit and who have been authorized in writing by the Union President may charge their absences for Union business to the Union Time Pool without loss of straight-time pay or benefits. The time used by such official shall be charged against the reserves in the Union Time Pool at the User's current base salary at the 40-hour rate.

### **33.4 Indemnification**

The Union shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise), and for all reasonable legal costs arising from any action taken or not taken by; the City, its officials, agents and employees in complying with this agreement. The Union shall promptly refund to the City any funds disbursed by the City under the provisions of this Article which are not covered by reserves in the Union Time Pool.

**Article 34**  
**ENTIRE AGREEMENT**

- 34.1** This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except that the parties may agree mutually to negotiate other Articles.
- 34.2** The parties acknowledge 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 not removed by law from the area of collective bargaining, and that 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 City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Article 35**  
**SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with F.S. 447.309(3); then such provision shall not be applicable, performed or enforced. In such event, the parties shall meet within thirty (30) days in an attempt to modify the invalid provision by good faith negotiations. The remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

## **Article 36**

### **NEGOTIATIONS**

- 36.1 The Union agrees that all collective bargaining is to be conducted at the City Manager's level in the City of Tallahassee with City representatives designated for that purpose by the City Manager, as chief executive officer. There shall be no negotiation by the Union at any other level of City government.

Members of the bargaining unit who are selected as Union bargaining representatives will be permitted to attend negotiating sessions while on duty with no loss of pay if sessions cannot be scheduled during off-duty hours, but not more than three per duty shift.

## **Article 37**

### **DURATION**

#### **37.1 Term**

This agreement shall be effective as of October 1, 2008, and shall remain in full force and effect through the thirtieth day of September, 2011 except that Article 12, Salaries, may be re-opened for fiscal year 2010 and 2011 as provided for in Article 12. If the Union wants to negotiate a successor agreement, it must officially notify the City of its intent no later than February 1, 2011, and negotiations shall commence no later than February 15, 2011. If the Union does not provide the required notice by the February 1, 2011 deadline shown above, the existing agreement is automatically renewed for another year, and the City may increase the salary schedule in Appendix A unilaterally, as it deems appropriate. If negotiations do take place as set forth above and no agreement is reached prior to June 1, 2011, for the successor agreement, than an impasse shall be declared and statutory impasse procedures shall be invoked. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

#### **37.2** In the event that the City and the Union fail to secure a successor agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time, provided that any such successor agreement will be effective as of the date agreed upon and will not necessarily be retroactive to the expiration date of this Agreement.

#### **37.3 Termination**

If either party desires to terminate this Agreement on its expiration date or during an agreed upon extension as provided in 37.2, above, written

notice must be given to the other party not less than ten days prior to the desired termination date.

- 37.4 The Union and all bargaining unit employees recognize their continuing obligation, both with or without the existence of a collective bargaining agreement, to comply with the strike prohibition in F.S. 447.505.

37.5 **Notice**

Notices hereunder shall be given by registered or certified mail, return receipt requested, and if by the City, shall be addressed to the Union President, Local 2339, and if by the Union shall be addressed to the Director of Human Resources. Within 30 days of the effective date of this Agreement, each party shall provide the other with a mailing address to be used for providing notices hereunder. Either party may by a like written notice change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the return receipt.

37.6 **Emergencies**

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

## **Article 38**

### **Prevailing Rights**

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not in this Agreement, will be presumed to be reasonable and proper and will not be changed arbitrarily or capriciously.

## **Article 39**

### **DEFINITIONS**

**39.1 Working days:** The term “working days” as used in this Agreement shall mean working days (Monday through Friday), excluding weekends and any day observed as a holiday.

**39.2 Calendar days:** The term “calendar days” as used in this Agreement shall mean consecutive days to include weekdays, weekends, and any day observed as a holiday.

## APPENDIX A - STEP PLAN AND SALARY SCHEDULE

### Firefighters

#### FY09

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Annual Rate:	\$33,755.09	\$35,105.29	\$36,509.50	\$37,969.88	\$39,488.68	\$41,068.23	\$42,710.96
Biweekly Rate (est.):	\$1,298.27	\$1,350.20	\$1,404.21	\$1,460.38	\$1,518.80	\$1,579.55	\$1,642.73
Hourly Rate (53-hour):	\$12.247855	\$12.737770	\$13.247280	\$13.777171	\$14.328260	\$14.901389	\$15.497446
Hourly Rate (40-hour):	\$16.228408	\$16.877545	\$17.552646	\$18.254752	\$18.984944	\$19.744341	\$20.534116
	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	
Annual Rate:	\$44,419.40	\$46,196.17	\$48,044.02	\$49,965.78	\$51,964.41	\$54,042.99	
Biweekly Rate (est.):	\$1,708.44	\$1,776.78	\$1,847.85	\$1,921.76	\$1,998.63	\$2,078.58	
Hourly Rate (53-hour):	\$16.117344	\$16.762037	\$17.432517	\$18.129818	\$18.855011	\$19.609213	
Hourly Rate (40-hour):	\$21.355481	\$22.209699	\$23.098084	\$24.022008	\$24.982889	\$25.982207	

### Engineers

#### FY09

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Annual Rate:	\$41,642.99	\$43,308.71	\$45,041.06	\$46,842.70	\$48,716.41	\$50,665.07	\$52,691.67
Biweekly Rate (est.):	\$1,601.65	\$1,665.72	\$1,732.35	\$1,801.64	\$1,873.71	\$1,948.66	\$2,026.60
Hourly Rate (53-hour):	\$15.109940	\$15.714336	\$16.34290 9	\$16.996624	\$17.676490	\$18.383551	\$19.118892
Hourly Rate (40-hour):	\$20.020670	\$20.821495	\$21.65435 4	\$22.520527	\$23.421349	\$24.358206	\$25.332532
	<u>Step 8</u>	<u>Step 9</u>					
Annual Rate:	\$54,799.33	\$56,991.31					
Biweekly Rate (est.):	\$2,107.67	\$2,191.97					
Hourly Rate (53-hour):	\$19.883648	\$20.678994					
Hourly Rate (40-hour):	\$26.345833	\$27.399667					



## Lieutenants

**FY09**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Annual Rate:	\$50,740.65	\$52,770.27	\$54,881.08	\$57,076.33	\$59,359.37	\$61,733.75	\$64,203.10
Biweekly Rate (est.):	\$1,951.56	\$2,029.63	\$2,110.81	\$2,195.24	\$2,283.05	\$2,374.38	\$2,469.35
Hourly Rate (53-hour):	\$18.410975	\$19.147413	\$19.91330 9	\$20.709843	\$21.538233	\$22.399765	\$23.295754
Hourly Rate (40-hour):	\$24.394541	\$25.370322	\$26.38513 4	\$27.440542	\$28.538159	\$29.679688	\$30.866874