

## **PREAMBLE**

This agreement is entered into by and between the City of Haines City hereafter referred to as the “City” or “Employer” and the International Association of Fire Fighters, Haines City Fire Rescue Professionals, Local 4867 hereafter referred to as the “Union.” The terms “bargaining unit member,” “member,” or “employee,” refers to any full-time firefighter employed by the City of Haines City as covered under this Agreement.

The general purpose of the Agreement is to establish wages, hours, and terms and conditions of employment for bargaining unit members and to provide an orderly procedure for the resolution of grievances.

Uses of gender references, such as “he” and “she” are considered interchangeable. Unless stated otherwise, “day” shall mean calendar day. Any requirement for writing or delivery in writing shall include delivery by electronic mail.

## **ARTICLE 1 – RECOGNITION**

Section 1. The City hereby recognizes the International Association of Fire Fighters, Haines City Fire Rescue Professionals Local 4867, as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for those employees of the City of Haines City working within the certified bargaining unit.

Section 2. The Employer recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447.307, Florida Statutes. INCLUDED: All persons in the classifications designated in PERC Certification Number 1780 shall be in the bargaining unit. The included positions are firefighter, firefighter / EMT and driver engineer. EXCLUDED: fire chief, fire marshal / captain, training officer / captain; lieutenant and all other employees of the City of Haines City. All other employees of the City of Haines City shall be excluded.

## **ARTICLE 2 – NON-DISCRIMINATION**

Section 1. The City and the Union agree not to discriminate or retaliate against any employee because of religious or political opinions or affiliations, race, color, national origin, sex, age, disability, marital status, or any other protected classification under applicable law, or membership or non-membership in the Union.

Section 2. The City shall not discriminate or retaliate against any employee because he has formed, join or not joined, or chose to be represented by the Union or because he has given testimony or taken part in any grievance procedure or other hearings, negotiations, or conferences as part of the Union recognized under the terms of this Agreement.

## ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogative of the City, except as expressly abridged by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of management with respect to the Fire Department, including the right to determine the purpose, mission, and functions of the Fire Department and its constituent divisions, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency.

Section 2. The City reserves the right:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies.
- C. To exercise control and discretion over the organization and efficiency of City operations.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the employees of the City and to determine the number of employees in positions.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for just and proper cause.
- H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
- I. To establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit, department, division or project.
- J. To establish, change, or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.

Section 3. As an employer, the City recognizes the need for professionalism in the provision of public safety-related services. The Employer has the right to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.

Section 4. The Union acknowledges that the City from time to time may establish, make changes, combine, modify the duties, tasks, responsibilities, or requirements within the job description, policies, rules and regulations of the City and other official documents setting forth rules, regulations and operational procedures. The City will furnish the Union designated representative a copy of said changes to the Rules and Regulations ten (10) business days prior to implementation. This does not constitute a waiver of the Union's right to impact bargaining. However, impact bargaining will be deemed waived if not requested of the City in writing within thirty (30) calendar days after notice of the change is received by the Union. The Union's request to impact bargain will not delay implementation.

## **ARTICLE 4 – PROHIBITION OF STRIKES / LOCKOUTS**

There will be no strikes, work stoppages, slowdowns, boycotts, or concerted failure or refusal to perform assigned work (as per F.S.S. 477.505) by the employees or the Union and there will be no lockouts by the City for the duration of the Agreement. The Union supports the City fully in maintaining normal operations. Any employee who participates in or promotes the above activities shall be subject to disciplinary action up to and including termination.

## **ARTICLE 5 – UNION REPRESENTATIVES AND BUSINESS**

Section 1. The City shall recognize the officers of the Haines City Fire Rescue Professionals, Local 4867 as the official Representatives of the Union, and shall consider them the sole contact with Union members in matters requiring mutual consent or other official action called for in this Agreement. The Union agrees to notify the City of the name(s) of such authorized Representatives as of the execution of this Agreement and replacement therefore during the term of the Agreement.

Section 2. The City agrees to provide space for one (1) bulletin board placed conspicuously in a work area in each City-owned fire station, the location of which shall be mutually agreeable. The Union, at its expense, may install one (1) bulletin board not to exceed twelve (12) square feet in each fire station. All costs in preparing and posting Union notices shall be borne by the Union.

No material, notices or announcements shall be posted which contain anything which adversely reflects upon the City, its independent agencies, its employees, or any labor organization among its employees. Copies of any material posted shall be initialed by the Union's Representative and a copy shall be provided to the Fire Chief. Any documents posted on the bulletin board which are not initialed may be removed by the Chief, or designee. If the document is removed, the Chief, or designee, shall notify the Union's Representative that the document was removed. The Union shall not post any material that is obscene, defamatory, or that impairs the operations of the Department or the City.

Section 3. The City shall allow the Union to raise, collect, and obtain monies on duty to benefit the Muscular Dystrophy Association, or other IAFF sponsored charity, and to present those monies as a joint effort between the City of Haines City and the Union. Times, locations of collections, and use of City equipment may be approved by the Fire Chief at his sole discretion. The Chief's decision to disallow collection time shall not be subject to the grievance process as set forth in this Agreement.

Section 4. Union officers and Union members may perform specified Union business while on duty as long as such activity does not impede or interfere with emergency response or normal operations. Union business which may be performed on duty shall include, but is not limited to, meetings with the City Manager, Fire Chief or other City representative relating to Grievances under this Agreement.

Section 5. The Employer will authorize up to four (4) Union designated members to participate in contract negotiations as the Union Negotiation Team. Members of the Union Negotiation Team shall be allowed time off from duty through the use of the Union Leave Bank, during all contract negotiation meetings which shall be mutually set by the City and the Union.

Section 6. The City agrees to allow the Union to place a four-drawer or smaller locking file cabinet in the main fire station. A locking cabinet provided by the Union will be used to store miscellaneous Union items. In no way will the City be responsible for any item belonging to the Union that is damaged, lost, or presumed stolen. No items stored in the cabinet will violate any City or Fire Department policy.

### **ARTICLE 6 – UNION LEAVE BANK**

Section 1. The City will establish a leave account for the purpose of enabling Union officers and designees to attend education conferences, seminars, negotiations and Union meetings without loss of pay or benefits provided there is an adequate balance in the Union Leave Bank. If the leave results in overtime, the Union Leave Bank will be reduced by time and one half. Request for leave (time-off) under this Article shall be made in accordance with standard leave request procedures and must be approved by the Union President and forwarded to the Fire Chief.

Section 2. The Union Leave Bank may not carry over more than 1,000 hours of leave by October 1 of each calendar year. Any hours in excess over 1,000 on October 1 shall be forfeited.

Section 3. Upon any occasion in which a bargaining unit employee would forfeit, for whatever reason, any accrued time off, including Vacation, Sick, or floating holiday leave, this time shall be placed in the Union Leave Bank hour-for-hour in addition to member's voluntary contributions. The employee shall advise Human Resources, within 14 days of forfeiting the time if he desires to place these hours in the Union Leave Bank.

Section 4. Any bargaining unit employee may voluntarily contribute whole hours from his earned Vacation or floating holiday leave to the Union Leave Bank throughout the year.

Section 5. Any hours donated to the Union Leave Bank shall not be returned to the employee and shall only be used for union business as specified herein.

### **ARTICLE 7 – DUES CHECK OFF**

Section 1. The City shall deduct dues and initiation fees owed by the employee to the Union on a monthly basis; provided, that prior to the said deduction the Union has provided the City with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized. Deductions shall be made from each of the first two (2) paychecks each month and forwarded to the Union within ten (10) days of said deduction.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City and the Union.

Section 3. The Union shall indemnify and hold harmless the City from any and all claims, demands, or expenses in connection therewith based upon any documentation or information furnished by any officer or agent of the Union.

Section 4. Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of any fine, penalty, or special assessment.

Section 5. In the event the employee's net earnings after deductions for federal withholding tax, social security, retirement, medical insurance, and prior deductions are not sufficient to cover dues deductions, the deductions shall be made in the first pay period in which the employee has sufficient net earnings to cover the dues deductions.

## **ARTICLE 8 – GRIEVANCE AND ARBITRATION**

Section 1. A “grievance” shall be defined as any dispute involving the interpretation, application, or alleged violation of a specific clause or provision of this Agreement including rights and working conditions.

Section 2. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented, in the determination of a grievance at any Step outlined in this Agreement.

Section 3. “Day” or “days” when referred to in this Article regarding time frames shall mean calendar days. The grievance deadline shall be 11:59 PM on any referenced day.

Section 4. Whenever a grievance is filed by a member of the bargaining unit, the City will provide the appropriate Union Representative with a copy of the grievance and the City's response at all Steps.

Section 5. A grievance, or a response to a grievance, must be in writing and delivered by hand or electronic mail to the appropriate party. All time limits in this Article are binding and considered of the essence. If a grievance is not advanced to the next Step by the grieving party in a timely manner as required by this Article, it shall be considered waived at that Step. If the City fails to respond in the required time limit, the grievance shall be automatically advanced to the next Step, except for Step 3. Time limits may be extended by mutual written consent between the appropriate parties at each Step. A grievance may be withdrawn by the grievant at any time and at any Step of this procedure.

Section 6. A grievance may be submitted under this Article by the Union as a general class grievance. A general class grievance may be submitted at Step 1 or Step 2 of this grievance process.

Section 7. Whenever a grievance arises between the City and the employees or the Union, an effort will be made by the employees, the Union, and the City to resolve a grievance informally and promptly before being submitted to Step 1. If the grievance cannot be resolved, the grievance shall be submitted in writing and include:

- A. A concise statement of the grievance including facts, dates and times of events and remedy or adjustment desired.
- B. The alleged violation of any Article(s) and Section(s) of the Agreement.
- C. The signature of the aggrieved employee or the Union representative and the date signed.
- D. The parties agree to utilize attachment “A” as the grievance form.

The matter will then be handled in accordance with the following procedure:

- Step 1: The aggrieved employee may, with or without Union representation, submit a written grievance to the Deputy Fire Chief within fifteen (15) days of the date the grievant knew or should have known of the matter giving rise to the grievance. The Deputy Fire Chief will convene a meeting with the grievant, and, if applicable, the Union representative prior to the transmittal of the disposition of the grievance to the grievant. The Deputy Fire Chief will give his response to the grievant within fifteen (15) days of the meeting.
- Step 2: If the grievance is not resolved at Step 1, the grievant may submit the grievance to the Fire Chief within fifteen (15) days after receiving the written response from the Deputy Fire Chief. The Fire Chief will conduct a meeting with the grievant and any requested Union representative unless the Fire Chief chooses to grant the requested relief without further proceedings. The Fire Chief will give his answer within fifteen (15) days after meeting with the aggrieved employee.
- Step 3: If the matter is still not resolved, the aggrieved employee may appeal the grievance in writing to the City Manager or designee within fifteen (15) calendar days after having received a written answer from the Fire Chief. The City Manager or designee shall give his/her answer within fifteen (15) calendar days after receiving the appeal.

Section 8 – Arbitration. If the grievance is not resolved, then arbitration proceedings may be initiated by the Union or grievant of a written demand to the City Manager or designee for arbitration which shall be made within thirty (30) days of the City Manager’s response. Disciplinary action taken pursuant to the City’s Personnel Policies and Procedures for all actions other than demotions, terminations and suspensions resulting in a loss of pay, will not be subject to the Arbitration provisions in this Agreement. Any adverse employment action, whether arbitrable or not, older than two years old, shall not be considered for future discipline. The employee bears the burden of proof to show which actions are adverse.

Section 9 – Selection of Arbitrator: After the request for arbitration is served, the Union or City shall, within fifteen (15) calendar days, request the Federal Mediation and Conciliation Service to supply the parties with a panel of seven (7) arbitrators with Florida addresses, who are members of the National Academy of Arbitrators. The parties may also select a mutually agreeable arbitrator. Within fifteen (15) calendar days after receipt of such panel, the parties will meet or confer by telephone or in person to select an arbitrator. Each party shall have the right to reject one panel as a matter of right. The Union and the City shall have the right to alternatively strike three (3) names from the list, the Employer shall have the right to strike the first name. The name remaining shall be the arbitrator. The fees and expenses of the arbitrator shall be borne by the losing party. Each party shall be responsible for its own attorney's fees, any court reporting services it wishes to use, and the wages of employees, whether they be witnesses, potential witnesses, representatives, or grievants, each party utilizes in any arbitration proceeding.

Section 10 – Authority of Arbitrator: The arbitrator selected shall decide the dispute and such decision shall be final and binding on the parties and the employees. The power and authority of the arbitrator shall be limited to the application and interpretation of the terms of the Agreement as herein set forth. The arbitrator shall not have the power or authority to add to, subtract from or modify any of the terms or conditions, or to limit or impair any right that is reserved to the City, the Union, or the employee(s), or to establish or change any rate of pay which has been set by this Agreement. Any claim for back wages may include overtime an employee might have earned. In making any awards for back wages and make whole relief from the City, the arbitrator may consider arguments concerning off-set of any additional income received by the employee during the relevant time period. The Arbitrator shall not make any award for back pay that exceeds the gross amount of wages the employee would have received from the City if the employee had not received the discipline. Any monetary award may include statutory prejudgment interest. The City will make regular withholdings but shall have no further responsibility for the tax consequences of the award. The arbitrator may not make any decision that is based upon any past practice unless the past practice is specifically identified in the grievance.

Section 11. In accordance with Florida Law, the Union will not be required to process any non-Union member's grievances but must be invited to any meeting where the resolution of the grievance may occur.

Section 12. If an employee has a grievance which may be processed under this grievance procedure and which may also be processed under the City grievance procedure, the employee shall elect at the outset which procedure he is going to use and such election shall be binding on the employee.

Section 13. Discipline applied to probationary bargaining unit employees will not be subject to this grievance process.







## **ARTICLE 9 – EMPLOYEE TESTING**

Section 1. Bargaining unit employees will be subject to drug testing utilizing the procedures set forth in the City's Drug Free Workplace Policy, and any amendments thereto. Testing will be in accordance with, and subject to, the substances tested and cutoff levels set forth in the applicable state and federal regulations and administrative code provisions. Random drug testing may be utilized unless prohibited by applicable state or federal law, rule or regulation. Bargaining unit employees may be subjected to drug testing as part of any annual physical.

Section 2. The City may provide annual medical exams for bargaining unit employees by a health care provider selected by the City. The NFPA 1582 shall be used as a reference for the annual medical exam.

Section 3. For any bargaining unit member that has not been serving a firefighting capacity for the City of Haines City for six (6) months, the City reserves the right to conduct a fitness for duty and drug test for the employee.

## **ARTICLE 10 – PROBATIONARY PERIOD PROBATION AND PROMOTIONS**

Section 1. All newly hired employees shall possess Florida Firefighter Certificate of Compliance and Florida EMT-Basic or Florida EMT-Paramedic certification and may begin employment at any rank included in the bargaining unit for which the employee is qualified. The probationary period for bargaining unit employees shall be one (1) year from the date of hire.

Section 2. All newly hired employees shall complete a minimum one week orientation. During orientation, probationary employees work a forty (40) hour work week schedule and such employee will have his or her hourly rate readjusted using the formula: (base annual ÷ 2,080).

### Section 3: Promotions

#### A. Eligibility Requirements – Driver/Engineer

1. 1 year as a full-time paid Firefighter
2. Possess State of Florida Pump Operator certification
3. Successfully completed the Aerial Operations course (40 hour) approved by the Florida State Fire College.
4. All eligibility requirements must be successfully met prior to closing date of job posting.

#### B. Testing System – Driver/Engineer

1. A written examination and practical assessment will be conducted to measure the major skill and abilities of the candidates for Driver/Engineer.
2. The written material, and practical components will be determined by the Fire Chief (or his/her/they designee) and will be disseminated with no less than 30 days' notice prior to testing.
3. In the event that no internal candidates meet the eligibility requirements as listed in Article 10.3.A or successfully pass the Testing System (Article 10.3.B), the Fire Chief

may accept applications from external candidates has the authority to change the requirements and hire for the job from any source it sees fit.

The overall scoring breakdown will be determined by the Fire Chief (or his/her/they designee) and will be disseminated with no less than 30 days' notice prior to testing.

## **ARTICLE 11 – SENIORITY / LAYOFF / RECALL**

Section 1 – Seniority. Seniority will be determined by aggregate time ~~on~~ in the Department. Seniority applies to the distribution of overtime, layoffs, and demotions due to layoffs. Layoffs or demotion due to layoffs shall be made from the Department in inverse order of Department Seniority, except as provided for in Section 2.

Section 2. In the event two (2) or more employees have the same seniority date, the date of application will determine seniority. If a further tie-breaker is still needed, the employees with the same application date will be listed alphabetically by last name to determine seniority.

Section 3. Layoff is defined as a reduction in the number of employees due to lack of work, lack of funds, or for any other operational reason other than the acts or delinquencies of the employee.

Section 4. Once the City determines that a layoff is necessary, the City will lay off bargaining unit employees according to seniority. An employee designated for layoff may be entitled to bump another employee in a lower classification in the Department, if the employee has

- A. More seniority than the employee to be bumped;
- B. Is qualified for the position and previously served in that position;
- C. Is capable of performing the duties of the lower position.

A bumped employee can also exercise the same bumping privilege into a lower classification or against a less senior employee.

Section 5. Seniority will continue to accrue during all authorized leaves, including unpaid leave taken pursuant to the FMLA, except for Leaves of Absence without pay (other than FMLA) of thirty (30) calendar days or more.

Section 6 – Notice. The City shall furnish the Union and the affected employee(s) with a thirty (30) calendar day period notice of the layoff.

- A. A Reemployment list shall be established in the reverse order of layoffs (the most recent layoff rehired first); employees that remain in the layoff status for a period of twelve (12) months or less will retain recall rights and privileges over applicants on any other eligibility list. Within that twelve (12) month period no new bargaining unit employee shall be hired until all employees on the Reemployment list are given the opportunity to return to work. The City shall notify the employee in writing when a

recall is being made by way of certified return receipt mail to the address on file. It is the responsibility of the laid off employee during this period of time to keep the City informed of his current address. The employee will have ten (10) calendar days from the date of delivery of the letter to respond to the City.

- B. The City reserves the right to require a recalled employee to pass a new drug screening, firefighter physical fit for duty, and background check if they have not worked for the City for three months or more. Each employee shall start with his last regular rate of pay, or the rate of pay for his new job classification, whichever is greater; and accumulate seniority and benefits according to his aggregate time with the Department, less the period of layoff.
- C. At the end of twelve (12) months the employee shall lose all seniority of recall rights and if later employed, shall be considered a new employee.

Section 7. The laid off employee shall be entitled to cash out all accumulated Vacation and Sick leave the effective date of the layoff or at the expiration date of the Reemployment list. The employee will make his selection when he is notified of the pending layoff. Vacation, Sick Leave, and all other benefits will not be accrued while laid off. If an employee elects to leave his sick and vacation banked with the City, and is later recalled, that employee will be granted the sick and vacation time after being reemployed for three (3) months. Compensatory leave will be cashed out at the time of layoff.

Section 8. Order of Layoff. Emergency, temporary, part-time, seasonal or provisional employees will be laid off first. Trainee Firefighters shall be laid off second, then new-hire probationary Firefighter/EMTs followed by non-probationary bargaining unit members.

Section 9. The Human Resources Department will make a reasonable effort to assist each affected employee in obtaining suitable employment including EAP counseling, résumé preparation, employment referrals, insurance options, and unemployment compensation information by inviting a representative from Polk Works to meet with employees.

Section 10. When deemed operationally feasible by the City Manager, employees who are laid off in the Fire Department may be integrated into other City Departments by transfer, if the employee so desires, and is qualified.

## **ARTICLE 12 – EXISTING RULES AND REGULATIONS**

Section 1. The Fire Chief or designee will receive and consider proposals for Departmental policies and regulations from the employees and their Union Representatives. If a committee is formed to formulate or revise the Departmental policies and regulations, the Union shall be represented on said committee. Notice of any amendment or revision to the Standard Operating Guidelines shall be provided to the Union not less than ten (10) days prior to the effective date

unless mutually agreed by the Union and Management of the amendment or revision, subject to Section 3. If the Parties do not mutually agree and the amendment or revision is not subject to impact bargaining or is not a mandatory subject of bargaining, the Fire Chief may implement the amendment or provision.

Section 2. Bargaining unit members shall be required to observe and comply with written regulations governing their employment as set forth in the Fire Department's operating guidelines and written communications issued by the Department or the City, including the City's Personnel Rules and Regulations and any amendment thereto, to the extent that such rules or directives are not in conflict with this Agreement.

Section 3. The City will digitally provide access to both the Departmental policies and regulations and this Agreement in each working location.

### **ARTICLE 13 – SERVING IN A RIDE-UP POSITION**

Section 1. Ride-Up means any bargaining unit member who temporarily works in a higher position in order to meet departmental needs. This Article will be in place of an employee working in an "acting" capacity as outlined in the Personnel Rules and Regulations 3.07.

Section 2. The departmental requirements for eligibility to ride-up as an Engineer or a Lieutenant will follow the Ride-up Policy.

Section 3. Whenever an employee covered by this Agreement is assigned to serve in a classification higher than his/her own, he/she shall be compensated for all hours worked, with a one-hour minimum, as follows:

1. A Firefighter working as an Engineer shall be paid \$2.00 more per hour.
2. A Firefighter working as a Lieutenant shall be paid \$5.00 more per hour.
3. An Engineer working as a Lieutenant shall be paid \$3.00 more per hour.

Section 4. Any person serving in a ride-up position does not have any right to a position that may become open in the classification that they have served in as a ride-up capacity.

### **ARTICLE 14 – EMPLOYEE RIGHTS**

Section 1. Subject to operational needs and provided the daily assignments are completed, there shall be a period of reduced activity on each Shift which should normally run from 1700 to 0700 hours. During the reduced activity period, on-duty employees may wear Class D uniforms, but must be ready to respond immediately to calls. With the exception of ISO required night training, routine training shall not be done during this period.

Section 2. The City hereby gives permission to employees to obtain part-time employment, other than firefighting work, subject to the following qualifications:

- A. Self-employment will be treated in the same way as the City treats personal / private matters and does not fall under part-time employment rules.
- B. Any employee desiring to pursue outside employment shall notify the Fire Chief who in turn will forward a recommendation to the City Manager for his/her approval, to engage in outside employment. The request must be in writing and shall state the type of employment and the hours of work, the name of the prospective employer and the place of employment.
- C. The City Manager may reject the request if it is deemed to be in conflict with City employment. "Conflict" shall mean any type of employment that will hinder the employee's performance on the job, conflict with his scheduled duty hours, or adversely affect the City's image.
- D. Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from outside duties if and when called for emergency service by the City.
- E. Equipment, facilities, vehicles or property of the City shall not be used by employees for outside employment.
- F. An employee shall notify the City as to any injuries received in said "outside employment."
- G. The conditions above set forth shall be the criteria concerning the right to outside employment.

Section 3. The City shall provide and maintain at each fire station: kitchen facilities including stove with oven, microwave, enough room to accommodate three (3) refrigerators, cooking and eating utensils, table and chairs, cleaning supplies, a lockable pantry cabinet for each Shift, personal lockers, and beds. One (1) washing machine and one (1) dryer shall be made available at each fire station, and a commercial washing machine be made available at the Main fire station for cleaning bunker gear. Pest control, outside lawn maintenance, A/C and heat, plumbing and electrical work will be the city's responsibility to maintain.

MOU dated February 23, 2017 will be incorporated herein until the temporary fire station located at 503 Nilsen St., Haines City, FL 33884 is replaced or a permanent structure is built.

Section 4. There is no expectation of privacy with City provided equipment. Personal lockers may be searched when, in the sole discretion of the Chief, there is a reasonable suspicion to warrant such action. When such a search is made, the employee or a bargaining unit member will be present. A written statement detailing the reasons and evidence for the search will be made available to the employee at the time the locker is searched.

Section 5. The phone may be used for personal calls providing they are kept to a reasonable time limit and do not interfere with work.

Section 6. Any time an employee becomes ill while on shift, his immediate Supervisor may permit the employee to use the bed.

Section 7. Personal projects may be worked on within reason, and the bunk facilities be made available, after 1700 hours Monday through Friday or any time during the weekend or holidays

providing they do not interfere with daily duties, the function of the Fire Department, or the particular employee's work. Employees may not use City equipment for personal projects.

Section 8. Except when on duty or acting in an official capacity, no employee shall be prohibited from engaging in any political activity.

Section 9. There shall be no residency requirement for employees in the classifications represented by Local 4867.

Section 10. An employee's annual evaluation shall be completed in accordance with the City's Personnel Policies and procedures.

Section 11. The City may, upon a written explanation and a minimum of a twenty-one (21) day notice, except in case of emergency, assign personnel to a different Shift. Employees in the same positions may mutually request a swap in stations or shifts. Such requests may be in writing. Requests may be granted based on operational needs as determined solely by Fire management and will give emergency situations due consideration.

#### **ARTICLE 15 – DISCIPLINARY ACTION**

Section 1. It is a statutory right of the City to establish rules and standards of performance and to discipline employees for just cause in accordance with those standards. Discipline shall be administered in accordance with the City's personnel policies and procedures as amended and approved by the City Commission, and in accordance with the Firefighters' Bill of Rights as amended by Statute.

Section 2. Disciplinary action taken pursuant to the City's Personnel Policies and Procedures for all actions other than demotions, terminations, and suspensions resulting in a loss of pay, will not be subject to the Arbitration provisions in this Agreement. Any adverse employment action, whether arbitrable or not, older than two years old, shall not be considered for future discipline. The employee bears the burden of proof to show which actions are adverse.

#### **ARTICLE 16 – PERSONNEL FILES**

Section 1. The bargaining unit member's official employee personnel files are to be maintained at the Human Resource Department.

Section 2. The personnel record of the employee shall be kept confidential, except those items, which are available to the public under F.S.S. 119.

Section 3. Bargaining unit members shall have the right to inspect and make copies of his personnel files at no charge. The records shall be made available during regular business hours.

Section 4. An employee shall have the right to include written refutation of any material the employee considers to be detrimental to his personnel file.

### **ARTICLE 17 – TOUR OF DUTY AND PAY PERIOD**

Section 1. Bargaining unit members shall work a twenty-four (24) hour on duty and a forty-eight (48) hour off duty cycle, designated by A, B, and C Shifts. The twenty-four (24) hour shift shall commence at 0800 hours and continue through until 0800 hours the following day.

Section 2. Except as allowed by the Fire Chief no employee shall work more than 48 hours on duty without a minimum 12 hours off duty. This applies only to normal shift work, exchange of duty time, and overtime for station staffing requirements.

Section 3. The work period for bargaining unit employees is one-hundred-six (106) hours in a consecutive fourteen (14) day pay period. Overtime shall be paid in accordance with Section 7(k) of the Fair Labor Standards Act. Base annual hours worked shall be 2,912.

Section 4 – Daylight Saving Time. All bargaining unit members on the regularly scheduled shift in the Fall that as a result of Daylight Saving Time actually work twenty-five (25) hours shall be paid for the additional hour in the affected pay period. The additional hour actually worked shall be counted toward the calculation of overtime at the end of the respective FLSA cycle. All bargaining unit members on the regularly scheduled shift in the Spring that as a result of Daylight Saving Time actually work twenty-three hours (23) shall be paid for hours worked. Should the employee desire to be paid for 24 hours, he may use one (1) additional hour of vacation. Exchange of duty time (swaps) on the affected days shall be treated in accordance with the Exchange of Duty Article.

### **ARTICLE 18 – OVERTIME**

Section 1. “Hours worked” shall include all hours actually worked or otherwise defined as work including Vacation Leave hours.

Section 2. In order to ensure staffing levels are maintained, in the event that staffing is below the established minimum level, personnel may be required to hold over until staffing is brought up to the specified minimum level. Personnel holding over will be paid on a quarter hour basis.

Section 3. Training classes or other required meetings will be calculated and may result in regular rate of pay if Sick Leave, personal time off, or other non-work hour usage has been taken within the same pay period, except as otherwise exempted in Section 1.

Section 4. The Employer shall use an overtime list to distribute overtime assignments, except where operational needs require that the Employer call on a certain employee or group of employees.

A. The overtime list and rules will be maintained according to the Department’s



policy.

- B. The Employer has the right to require any employee to work overtime, and to schedule overtime as needed. Upon request, the Employer will make reasonable efforts to relieve an employee from the requirement to work overtime when the employee has a valid reason for not working the overtime and when there is another qualified employee who is willing to work the overtime.

Section 5. Call back time is defined as any time a bargaining unit member is temporarily called into work when he is off duty. Call back time shall be paid per incident for a minimum of two (2) hours or actual time worked, whichever is greater. Call back time will be counted towards the calculation of overtime hours worked in a pay period.

Section 6. The City retains the sole and exclusive right to determine whether to pay the employee in cash or in compensatory time for overtime hours. The City will allow employees to take compensatory time off at the employee's request so long as the time off does not negatively affect operations.

- A. Compensatory time hours shall be earned at the rate of one and one-half hours (1.5) for every hour of overtime, of fraction thereof.
- B. Up to a maximum of seventy-two (72) hours may be banked by any employee.
- C. In the event of termination, for any reason, an employee shall be paid for any earned but unused compensatory time.

Section 7. Bargaining unit employees are prohibited from working or gaining hours in any other non-bargaining unit City position, except as specifically allowed by this Agreement. Positions covered under this Agreement may only be worked by bargaining unit employees. In the event of a City declared emergency, a bargaining unit employee may work outside his bargaining unit position if he is qualified to perform an assigned job. In the case of an unforeseen and unavoidable daily event the Fire Chief may allow a non-bargaining unit employee to work in a covered position until a bargaining unit employee may be found to work.

## **ARTICLE 19 – EXCHANGE OF DUTY**

Section 1. The City agrees to the use of exchange of duty (“shift swap”) by bargaining unit personnel provided there is no additional cost to the City.

Section 2. The City and the Union agree the employee working the shift swap shall be covered under the City's Insurance and Worker's Compensation. The hours worked or exchanged during a shift swap by an employee shall not be counted towards or against the calculation of overtime.

Section 3. Shift swap is permitted, if agreed upon by both parties involved, based on the following guidelines:

- A. All shift swaps will be in writing on a form approved by the Fire Chief; each party must submit a form for the shift they are requesting off.

- B. Requests for exchange of duty by bargaining unit members will be approved or disapproved by the Shift Commander with one (1) hour advance notice given by the employee. In the event the shift swap is short notice and arranged over the phone, the Shift Commander shall personally speak with the absent party and accept verbal confirmation.
- C. All bargaining unit employees are eligible to shift swap with other bargaining unit employees within the same job classification, provided minimum staffing is met at all times.
- D. The person agreeing to exchange for another employee is obligated to be on duty for that period of exchange. If this person fails to appear for exchange, he shall meet the same disciplinary action as a person who failed to report for duty and have appropriate vacation or sick hours equal to the number of hours missed deducted from his accrued balance on the next pay period.

Section 4. Any exchange of duty of one hour or less, which wholly occurs between the hours of 0700 and 0800 hours shall only require the verbal approval of the Station Officer and will not be subject to the requirements of Section 3.

Section 5. Shift swaps are an agreement between employees within the same job classification. Therefore, the City will not, in any way, be responsible for debts of any kind between employees exchanging time with one another including when they resign, are terminated, promoted out of the bargaining unit, or otherwise leave employment with the City.

## **ARTICLE 20 - WAGES**

**Section 1.** The City will implement the Fire Step Pay Plan effective upon ratification of the entire agreement except that wages that would have been payable on October 1, 2021 will be paid retroactively to the full pay period that includes February 1, 2022. The Firefighter Step plan will be implemented, as outlined in Attachment B. Newly hired employees with prior experience as a full-time, paid Firefighter shall be placed in a higher starting Step based on the following years of experience:

Less than 2 years: Step 0

2-4 years: Step 2.

5-9 years: Step 5

10+ years: Step 8

**Section 2:** Employees that promote to a higher position within the bargaining unit will receive the higher of: Step 0 of the new pay grade, or seven-and-a-half percent (7.5%) increase rounded up to the higher step in the new position. Employees that are demoted for disciplinary reasons will move to the same step in the lower position.

**Section 3.** Bargaining unit members shall receive the same pay and benefits as received by all other City employees as approved by the City Commission, unless specifically provided for in the current collective bargaining Agreement.

**Attachment B**

<b>Steps</b>	<b>Trainee</b>	<b>Firefighter/EMT</b>	<b>Engineer</b>
<b>0</b>	\$35,000.00	\$42,000.00	\$47,000.00
<b>1</b>		42,630.00	47,705.00
<b>2</b>		43,269.45	48,420.58
<b>3</b>		43,918.49	49,146.88
<b>4</b>		44,577.27	49,884.09
<b>5</b>		45,245.93	50,632.35
<b>6</b>		45,924.62	51,391.83
<b>7</b>		46,613.49	52,162.71
<b>8</b>		47,312.69	52,945.15
<b>9</b>		48,022.38	53,739.33
<b>10</b>		48,742.71	54,545.42
<b>11</b>		49,473.86	55,363.60
<b>12</b>		50,215.96	56,194.05
<b>13</b>		50,969.20	57,036.96
<b>14</b>		51,733.74	57,892.52
<b>15</b>		52,509.75	58,760.91
<b>16</b>		53,297.39	59,642.32
<b>17</b>		54,096.85	60,536.96
<b>18</b>		54,908.31	61,445.01
<b>19</b>		55,731.93	62,366.69
<b>20</b>		56,567.91	63,302.19
<b>21</b>		57,416.43	64,251.72
<b>22</b>		58,277.68	65,215.49
<b>23</b>		59,151.84	66,193.73

## **ARTICLE 21 – HOLIDAY PAY**

Bargaining unit members will receive holidays and holiday pay in accordance with the City's Personnel and Policy Manual subject to the authority of the City Commission except that bargaining unit members shall be paid holiday pay at 11.2 hours per holiday. For every eight (8) hours of Floating Holiday that a general employee receives in a fiscal year, bargaining unit members shall receive twelve (12) hours.

## **ARTICLE 22 – LONGEVITY BONUS**

Longevity will be paid to all full-time employees after they have completed five (5) years of continuous service at the rate of \$30.00 per year of employment with the City. Longevity pay is calculated based on the anniversary date as of September 30th of each fiscal year and will be paid on an annual basis on the first pay check in October.

## **ARTICLE 23 – EMPLOYEE INSURANCE BENEFITS**

Section 1. Bargaining unit employees shall participate in the same manner for individual/family health, prescription drug, and dental insurance coverage as offered to all other City employees.

Section 2 – Life insurance. The City shall provide life, accidental death and dismemberment insurance in the amount of one (1) times the employee's annual salary. The City acknowledges its responsibility under F.S.S. 112.191 for any additional death benefits that an employee may be eligible to receive. Each employee, at his own expense, may purchase additional and dependent life insurance offered by the City.

Section 3. The City will make available all other optional insurances and optional retirement plans to bargaining unit employees that are currently available to all other City employees.

**ARTICLE 24 – VACATION LEAVE**

Bargaining unit employees shall receive the same vacation leave benefits as all other City employees as amended and approved by the City Commission except as to the following:

Section 1. Each full-time employee who is assigned to a fifty-six (56) hour work week schedule shall accrue vacation on the following basis:

<b><u>CONTINUOUS EMPLOYMENT</u></b>	<b><u>ACCRUAL</u></b>
Less than 1 year	13.33 hrs/month
1 to 5 years	13.33 hrs/month
5 to 10 years	16 hrs/month
10 to 15 years	17.33 hrs/month
15 to 20 years	20 hrs/month
20 years +	22.66 hrs/month

Section 2. At the start of each fiscal year, members must schedule vacation in accordance with Fire Department policy.

Section 3. At the start of each fiscal year, employees may carry over a maximum of two-hundred-eighty (280) Vacation hours if less than ten (10) years of service, and three-hundred ninety-two (392) Vacation hours if the employee has over ten (10) years of continuous service.

**ARTICLE 25 – SICK LEAVE**

Bargaining unit employees shall receive the same sick leave benefits as all other City employees as amended and approved by the City Commission except that bargaining unit members shall accrue sick leave at 11.2 hours per month. Bargaining unit members may carry over 1,120 Sick hours each fiscal year and have a maximum accumulation of 1,255 hours of Sick Leave.

**ARTICLE 26 – CIVIL LEAVE**

Section 1. An employee covered by this Agreement who is subpoenaed as a witness on behalf of a public jurisdiction as a result of his official position with the City shall receive full pay equal to his normal work schedule for the hours he attends court or gives a deposition provided he remits to the City any subpoena and witness fees (not including any expense or mileage allowances) received from the court.

Section 2. An employee who is a joint party in interest with the City shall also be eligible for the pay benefit as provided in the above paragraph. In all other instances, an employee who becomes a plaintiff or defendant is not eligible for leave with pay.

Section 3. An employee subpoenaed to attend court shall promptly notify his immediate supervisor so that arrangements can be made for his absence from work.

Section 4. An employee who attends court in accordance with Sections 1 and 2 for only a portion of a regular scheduled workday shall receive full pay equal to his normal work schedule for those hours. The employee is expected to report to his Supervisor when excused or released by the court.

Section 5. An employee who attends court while on scheduled Vacation Leave may be allowed to reinstate annual leave hours served in court when satisfactory evidence of the time served on such duty is presented to the Fire Chief or his designee.

Section 6. Time spent in court is the actual time required to report as stated on the subpoena or as scheduled continuing until release by the judge or other officer of the court including time traveled for regular scheduled hours.

Section 7. The employee shall provide the Fire Chief or his designee with proof of court service before compensation is approved.

Section 8. An employee who is required to give deposition shall comply with the conditions of this section.

Section 9. An employee who is, as a result of his official position with the City, required to attend court or a judicial hearing on behalf of the City that commences during his scheduled off-duty hours shall be paid and considered on-duty and on the clock from the time the court appearance begins until released by the court. All court time will be paid at a rate equal to the time actually spent in court. All hours in this Section shall be counted toward computing overtime except for non-work related civil leave.

## **ARTICLE 27 – FUNERAL LEAVE**

Section 1. Employees covered by this Agreement may be granted, upon approval one entire shift off with pay at a straight time rate, to attend a funeral in the event of a death in the employee's immediate family.

Section 2. In the event that a death occurs while the employee is working, the employee will be granted the remainder of his shift off as Bereavement Leave, in addition to the time granted in Section 1.

Section 3. For the purpose of this Article, the employee's immediate family shall be defined as the employee's spouse, child, current stepchild, parent (including childhood legal guardian), current stepparent, brother, sister, current stepbrother, current stepsister, grandparent, current father-in-law, current mother-in-law, current sister-in-law and current brother-in-law.

Section 4. Should an employee require additional time other than provided in Section 1 of this Article, he may request the additional time from the Fire Chief, or his designee. Any additional time used may be charged to Vacation or Sick Leave if the employee has hours accrued that can

be charged. Bereavement and Funeral Leave shall not be counted toward the computation of overtime.

Section 5. The Fire Chief may require an employee to provide reasonable proof of death of the immediate family member, as defined in Section 3 of this Article, before compensation is approved.

## **ARTICLE 28 – OTHER LEAVE**

Section 1 – Other Leave. Bargaining unit employees shall be provided leave, including Domestic Violence Leave, Family Medical Leave (FMLA), excused leave of absence without pay, and military leave in accordance with applicable City and Fire Department policies.

Section 2. Personnel Rules and Regulations relating to employee leave shall apply to bargaining unit members in the same manner as all other employees.

## **ARTICLE 29 – PHYSICAL FITNESS AND WELLNESS**

Section 1. The City will provide a fitness area at each permanent city-owned fire station and maintain all City purchased equipment for those areas. Fitness areas inside the fire stations may be used by bargaining unit employees any time on duty, provided the daily duties and assignments are complete.

Section 2. The Fire Chief may administer, at his discretion, an accepted physical abilities test no more than once per year. The test may only be administered with four (4) weeks' notice and may only take place in the months of March, April, May, October, or November.

## **ARTICLE 30- WORKERS COMPENSATION AND LIGHT DUTY**

Section 1. Bargaining unit employees recognize a duty to promptly report any injury occurring while on the job and to cooperate in providing any information necessary to process a claim.

Section 2. The City agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following definitions, terms and conditions:

- A. Compensation shall be payable under this Section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.
- B. An injury shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Worker's Compensation Law.
- C. No compensation under this Section shall be allowed for the first seven (7) days of disability; provided, however, that if the injury results in disability of more than fourteen (14) days, compensation shall be paid from the commencement of the disability.
- D. If the line of duty injury was incurred while attending or participating in authorized and approved training, responding to or from an incident, or on scene of an incident, the Employer will pay the employee's full wages, including holiday pay, for their regularly scheduled hours,



up to a maximum of six (6) months. In order to receive this benefit, the employee must surrender their Worker's Compensation check to the City. For all other line of duty injuries, the employee shall receive Worker's Compensation wages as prescribed by law.

- E. The term disability as used in this Section means incapacity because of the line of duty injury to earn in the same or any other employment the wages which the employee was receiving at the time of injury.
- F. It is the intent of this Section to provide supplemental compensation for line of duty injuries only, and this Section shall not be construed to provide compensation in the event of the death or injury incurred in any manner other than in the line of duty.
- G. No payment made by the City during said period of disability shall be charged against any Sick Leave which the employee may have accrued.
- H. The City shall have the right to require the employee to have a physical examination by a physician of its choice prior to receiving or to continue to receive compensation under this Section.

Section 3. An employee injured on the job will receive his full pay for the day of the accident, whether or not he is able to return following the injury.

Section 4. While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement, unless otherwise stated.

Section 5. When an employee is released to return to work by a City approved physician with restrictions or light-duty requirements, the Employee may be provided light-duty based on available light-duty work and City needs. Employees placed on light duty or restricted duty may be assigned to work shifts different than their regularly scheduled shift up to a forty (40) hour work week. Employees on light duty shall be paid with the following hourly formula: (base annual salary ÷ 2080). A light-duty employee not assigned to a Fire Department position shall not receive incentive pay. If he is unable to assume his former responsibilities after a period of one (1) year, the employee shall have first preference to fill another City position if he is qualified. Re-employment or reinstatement rights under this Section shall continue for twenty-four (24) months after the injury. Thereafter, if the employee is rehired, it will be as a new employee.

Section 6. Nothing herein shall diminish any employee's rights under state statute or applicable law.

## **ARTICLE 31- UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT**

Section 1. All uniforms, protective clothing, and equipment required by the City shall be provided without cost to the employee. The City shall provide each employee with a set of fitted bunker gear within one (1) year of being hired, and as needed thereafter. Bunker gear worn by bargaining unit members that is ten (10) years or older shall be-taken out of service when it expires.

Section 2. Employees will receive as a minimum the following items each fiscal year

- A. Three (3) uniform pants
- B. Four (4) uniform t-shirts
- C. One (1) uniform gym shorts
- D. One (1) uniform hat

Section 3. City issued clothing exposed to any bio-hazardous substance shall be cleaned or replaced at the City's expense.

Section 4. The Fire Chief or designee shall consider input from the bargaining unit members and their Union Representatives regarding uniforms, protective clothing, and equipment. The City shall provide the uniforms, protective clothing, and equipment appropriate by safe professional standards.

Section 5. An Employee who is promoted and issued a new bunker helmet shall be given his/her former helmet. Any employee who retires from the Fire Department shall be allowed to keep his/her last issued uniform badge, uniform insignia, and bunker helmet upon the completion of his last tour of duty.

### **ARTICLE 32- DAMAGED OR LOST EQUIPMENT**

Section 1. The parties agree that an employee is responsible for equipment that is lost or damaged due to misconduct or misuse of the equipment on the part of the employee. Lost and damaged equipment, as a result of at-fault traffic accidents, are included in the purview of this Article.

Section 2. The parties agree that an employee may be allowed to pay up to the replacement cost for the lost or damaged equipment secondary to misconduct or misuse of the equipment on the part of the employee. The amount to be paid may not exceed the value of item.

Section 3. Restitution is not mandatory. It is offered as an alternative to disciplinary action and the tarnishing of a personnel record. A record of the event must be retained by the Fire Chief and that record is in the form of an Employee Notice. The record will NOT reflect an Oral, Written, or Leave without Pay reprimand if restitution is offered and accepted.

Section 4. There are occasions where restitution is not appropriate, either due to the seriousness or the nature of the offense. In these cases, the Fire Chief has the discretion to make a value judgment as to whether the restitution is an appropriate alternative.

Section 5. If restitution is approved, the Fire Chief may assess deductions of between \$25 and \$50 per paycheck; or the employee may pay the amount in full to the City's Accounts Clerk via a check payable to the City of Haines City.

Section 6. If restitution is not approved, disciplinary action as described herein will apply.

Section 7. If the employee is involved in any situation that requires drug testing, this Article shall have no impact on the requirement.

### **ARTICLE 33- MILEAGE REIMBURSEMENT**

Employees shall use City vehicles unless approval to use another vehicle, including their own, is first obtained from the Fire Chief. Whenever an employee is required to use his/her own vehicle in the performance of his/her official duties, the employee shall be entitled reimbursement based on the City's travel and training ordinance including maintaining the required amount of automobile insurance. Mileage allowance will only be permitted if a departmental staff vehicle is not available.

### **ARTICLE 34- MINIMUM STAFFING**

The parties to this Agreement recognize the benefits of adequate staffing of Fire Department apparatus. It is agreed that Fire Department management has a continuing responsibility to provide proper and safe staffing levels. The City shall assign a minimum of three (3) personnel to each fire station.

### **ARTICLE 35- SAVINGS CLAUSE**

Section 1. If any Article or Section of this Agreement becomes invalid, unlawful, or non-enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. In the event of invalidation of any Article or Section, both the City and the Union agree to meet within thirty (30) days of such determination to arrive at a mutually satisfactory replacement for such Article or Section.

Section 3. Nothing in the Agreement shall diminish any of the Union's rights under the Public Employee's Relations Act, as amended, or any bargaining unit employee's rights under state statute or applicable law.

### **ARTICLE 36- CONTRACT DURATION**

Section 1. This Agreement shall become effective on October 1, 2021 and shall remain in effect until September 30, 2024 unless the Parties agree on another effective date for a specific Article. Both parties shall have the right to re-open two Articles at the beginning of the second and third year of this Agreement. In order for either party to exercise its right to re-open the above-mentioned Articles, an official notice must be given in writing to the other party no later than March 1st of that year.

Section 2. If either the City or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing by no later than

July 1, 2024. Following receipt of such notice, the City and the Union shall commence negotiations at an agreed upon date and time.

Section 3. Nothing herein shall preclude the parties from mutually agreeing to re-open this Agreement or to renegotiate any provision herein during the effective dates of this Agreement.