AN

AGREEMENT

BETWEEN

THE CITY OF PUNTA GORDA

AND

SUNCOAST PROFESSIONAL FIREFIGHTERS AND PARAMEDICS, LOCAL 2546, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

EFFECTIVE:
OCTOBER 1, 2015 – SEPTEMBER 30, 2018

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ARTICLE 1: PREAMBLE

1.1 GENERAL STATEMENT

In accordance with the provisions of Florida's Public Employees Relations Act, Chapter 447, Part II, Florida Statutes, this Collective Bargaining Agreement (hereinafter "Agreement" or "CBA") is entered into by and between the City of Punta Gorda, a municipality in the State of Florida, hereinafter called the "Employer" or the "City" and the Suncoast Professional Firefighters and Paramedics, Local 2546, International Association of Firefighters thereinafter referred to as the "IAFF", "Union" or the "Employee Organization." This collective bargaining Agreement is applicable to employees defined in the certification issued to the Suncoast Professional Firefighters and Paramedics, Local 2546, International Association of Firefighters by the Public Employees Relations Commission.

1.2 PURPOSE

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and its employees; to foster safety in the work place; to provide an orderly means for resolving differences that arise concerning the interpretation or application of this Agreement; and most importantly, to promote the best interest of the public by providing the highest level of quality service to the community.

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ARTICLE 2: RECOGNITION

2.1 RECOGNITION OF IAFF

The CITY OF PUNTA GORDA, FLORIDA, recognizes the IAFF, as the exclusive representative of the employee in the bargaining unit for purpose of collective bargaining with the City regarding wages, hours and other terms and conditions of employment for employees included in the bargaining unit under PERC Certification No. 1133, as well as for State Certified Firefighter/EMTs, Paramedics, Lieutenants, and Battalion Chiefs of the Fire Department of the City upon voluntary recognition by the City Council based on a voluntary, valid signed authorization of a majority of the said Lieutenants designating the IAFF as their exclusive collective bargaining representative received by the City Manager on or before January 1, 2005, which voluntary recognition shall be subject to applicable law.

2.2 IAFF OBLIGATIONS

The IAFF recognizes its obligation to bargain per FS 447, as amended.

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ARTICLE 3: ANTI-DISCRIMINATION

3.1 NON-DISCRIMINATION BY UNION

Union shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC, and will accept persons into its organization as full members without regard to race, color, religion, sex, national origin, age, disability, marital status, or political affiliation.

3.2 NON-DISCRIMINATION BY THE CITY

The City shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC, and will not discriminate against any employee covered by this Agreement because of membership in Union or legitimate, lawful activity on behalf of Union members.

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ARTICLE 4: DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT:

CALENDAR DAY(S)

Refers to Monday through Sunday, seven (7) days per week, each day of each year.

CHIEF OF FIRE

Is defined to include the Chief of Fire and/or his designee.

CITY

Is defined as the City of Punta Gorda, a municipal corporation under the laws of the state of Florida, consisting of an electorate, elected and appointed officials. For the purpose of this Agreement, the term "CITY" shall also mean the City Council, and its managerial employees, and their designees, if any.

CITY MANAGER

Is defined as that person appointed by the City Council who is Chief Administrative/Executive Officer of the City and/or his designee.

COMPUTING TIME

In computing the time prescribed or allowed by this Agreement for taking some type of administrative action such as filing or responding to a grievance, the day of the act, event or occurrence from which the designated computing period begins shall not be included or counted. Computing periods shall be calculated using the definition of working day as specified elsewhere in this Article.

DEPARTMENT

Shall refer to the Fire Department of the City of Punta Gorda, Florida.

EMPLOYEE

Unless otherwise indicated, an employee is defined as an employee of the City who is a member of the collective bargaining unit described in Article 2 herein.

FISCAL YEAR

Refers to the period that begins October 1st and runs through September 30th, of the following year.

HE OR SHE, HIS OR HER

Shall be used to designate individuals of both sexes.

NOTICE

Notice to the Local Union President or other elected officer of the IAFF by the City and to the Chief and Human Resources Director by the IAFF or any employee shall constitute compliance with any notice requirement under this CBA and the law.

PAST PRACTICE

A past practice must meet all three (3) of the following criteria that have been established by the Florida Public Relations Commission (PERC):

A. The practice must be unequivocal;

B. The practice must have existed substantially unchanged for a significant period of time; and,

C. The practice must be one which employees could reasonably expect to continue unchanged.

SHIFT/DUTY DAY(S)

Shift/duty days shall be twenty-four (24) hours on and forty-eight (48) hours off commencing 08:00 hours and ending 08:00 hours the next day.

WORKING DAY

For the purpose of filing and responding to grievances and/or taking other administrative actions, shall refer to Monday through Friday, 8:00 AM until 4:30 PM each day, and excluding City- recognized holidays.

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ARTICLE 5: MANAGEMENT RIGHTS

5.1 GENERAL

Except as specifically abridged or modified by a provision of this Agreement, City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including, but not limited to, the following:

A. to determine the standards of service to be offered by the Fire Department;

B. to determine the standards of selection for employment;

C. to hire, transfer, and promote employees;

D. to direct employees, to take disciplinary action up to, and including, termination;

E. to relieve employees from duty because of lack of work or for other legitimate reason;

F. to issue rules, regulations, procedures, and standards;

G. to contract and subcontract all existing and future work or services;

H. to determine the methods, means and personnel by which City's operations are to be conducted;

I. to establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public;

J. to determine the content of job classifications and their descriptions;

K. to exercise complete control and discretion over its organization and the technology of performing its work;

L. To fulfill all of its statutory and Charter responsibilities.

5.2 EMERGENCIES

If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the City during the time of the declared emergency excluding wages and other monetary benefits.

5.3 STATEMENT OF NON-WAIVER OR RESTRICTION

None of the language above shall be interpreted as a waiver or restriction of the Union's right to bargain with the City over mandatory subjects or bargaining, or to bargain with the City over the impacts of changes to permissive subjects of bargaining, as may become necessary through the City's exercise of one, or more, of the above-listed rights.

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ARTICLE 6: EMPLOYEE RIGHTS

6.1 UNION ACTIVITY

Employees shall have and be protected in the exercise of their rights, freely and without fear of coercion, penalty, or reprisal, by any representative of the City, to join and participate in, or to refrain from joining or participating in, Union.

6.2 UNION MEMBERSHIP

Nothing in this Agreement shall require an employee to become, to remain a member of the union, or to pay any money to the union.

6.3 UNION REPRESENTATION

An employee shall have the right to Union representation if the employee so desires.

6.4 FAIR AND EQUITABLE TREATMENT

Employees shall have the right to fair and equitable consideration of all provisions of this Agreement, operational procedures and directives of the Fire Department, and City's Rules & Regulations.

6.5 APPLICABILITY OF CITY'S EMPLOYMENT RULES

Employees are subject to all provisions of the City's Personnel Rules and Regulations unless such provisions are in conflict with any article or element of this Agreement. In such cases, this Agreement shall take precedence.

6.6 PREVAILING RIGHTS

All prevailing management rights, obligations, duties, policies, rules, regulations, procedures, and practices that are not addressed or modified by this Agreement shall remain in full force and unaffected.

6.7 FORMAL DISCIPLINARY INVESTIGATION

The City will follow the procedures contained in Sections 112.80 through 112.84 of the Florida Statutes when conducting formal disciplinary investigations.

6.8 PERSONNEL FILES

A. City shall maintain an official personnel file in the Human Resources Department for each employee and it shall contain a copy of all formal disciplinary actions and job performance reviews. Such files and records are subject to the provisions of Chapter 119, Florida Statutes, and shall be available for examination pursuant to public records request provisions of this chapter. Any item placed in an employee's official personnel file shall be subject to the retention provisions of General Records Schedule GS1-SL for State and Local Governments which states that all personnel records are to be retained for 50 years after the date of termination. The Department may maintain a duplicate personnel file, as well as any other records and files the Chief deems appropriate for efficient operation and administration of the Department.

B. Duplicate copies of disciplinary matters that are retained by the Chief or designee

shall be removed from duplicate copy file at the following times, and under the following conditions. It shall be the responsibility of the Fire Chief or his/her designee to ensure that the provisions of this Article are complied with:

1. Written Reprimands shall be removed from duplicate files, and may not be used for purposes or evaluation, or taking other administrative action with respect to an employee, two (2) years from the date of written reprimand.

2. Records related to suspensions or demotions shall be removed from duplicate files, and may not be used for the purpose of evaluation, or taking other administrative action with respect to an employee, three (3) years from the date of the suspension or demotion.

3. Should a violation occur that is substantively similar to a previous documented violation, the existing violation shall be maintained in the duplicate file, and used for purposes of evaluation or other administrative action for an additional two (2) years, or three (3) years respectively, depending on the nature of the violation and the discipline that was administered.

6.9 <u>INSPECTION OF RECORDS</u>

Subject to an applicable exemption under F.S. Chapter 119, upon request, an active employee will be provided not more than one (1) copy in any twelve (12) month period of his personnel record without cost.

6.10 <u>DISCIPLINE</u>

A. It is the intention of the Employer to use progressive discipline in an effort to rehabilitate employees. The term "progressive discipline" shall comply with Section 11 of the City's Personnel Rules and Regulations.

B. The employee is obligated to sign the document and that signature will only be considered an acknowledgment that the employee has seen the document and does not indicate that they agree with or approve of the document. This will not prevent the employee from initiating the grievance process.

6.11 <u>REPLACEMENT/REPAIR OF PERSONAL PROPERTY</u>

The City agrees to reimburse the full cost of prescription eyewear and contact lenses not to exceed Three Hundred Dollars ($300.00), and up to One Hundred Dollars ($100.00) for wrist watches, damaged in the line of duty, except where employee's negligence is the cause, provided adequate proof of such damage, the circumstances of the event and proof of value of the damaged item must be presented to the Fire Chief or his designee for processing.

6.12 <u>RESIDENCY/RESPONSE TIME</u>

Employees must live within seventy (70) road miles or within one (1) hour driving time of the Department headquarters as determined by the Chief, whichever is closer or shorter. Employees who live outside Charlotte County shall not be assigned a take home vehicle unless the Chief decides otherwise.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 GENERAL STATEMENT

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed to and understood by both parties that there will be a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

Nothing in this Agreement will be construed to prevent any employee from presenting, his/her own grievance in person or by a representative to the Employer and having such grievances adjusted without intervention of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement. If the grieved employee requests Union Representation, the grievant will notify the Employer. It is the responsibility of the grievant to notify the Union of any meeting called for the resolution of such grievances.

7.2 DEFINITION OF GRIEVANCE

A grievance shall be defined as any dispute regarding the application and interpretation of the terms of this Agreement.

7.3 ELECTION OF PROCEDURES

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. An employee who elects to use one procedure shall not use the other procedure.

7.4 GRIEVANCE STEPS

Step 1 – The aggrieved employee or representative of the Union shall present his grievance in writing to his immediate supervisor within ten (10) working days after the dispute arose or when such occurrence should have reasonably been known. The grievance shall be submitted on form Appendix A to this Agreement and must be completely filled out to be timely filed. The supervisor may meet with the employee to attempt to settle the grievance and shall respond in writing within ten (10) working days.

Step 2 – If the grievance is not settled at the first step, and the employee desires to appeal, within ten (10) working days of the decision in Step 1, or the last day for the decision, whichever first occurs, the appeal shall be presented in writing to the Chief. The Chief shall meet with the employee and respond in writing within ten (10) working days.

Step 3 – If the grievance is not settled at the second step and the employee desires to appeal, then within ten (10) working days the grievance shall be presented in writing to the City Manager. The City Manager will meet with the employee and respond in writing within ten (10) working days.

Step 4 – in the event the grievance is still unresolved, the matter may be submitted to final and binding arbitration, in accordance with paragraph 6.4.

The union may file a class action grievance when the grievance involves identical facts applicable to more than one (1) employee. A class action grievance shall be initially submitted at Step 2. No monetary relief shall be awarded to any employee who did not

personally file and personally sign a timely grievance.

7.5 ARBITRATION

Within ten (10) working days of the City Manager's response, the IAFF shall notify the City if the IAFF intends to arbitrate. The IAFF shall request a list of seven (7) names of qualified arbitrators from the Federal Mediation and Conciliation Service. The request shall be made not more than ten (10) days after the end of the period to select an arbitrator by mutual Agreement. Only arbitrators who maintain a mailing address in Florida, and who charge no travel expense from out of state shall be requested. Upon receipt of the list, the IAFF will notify the City and, and after a coin-toss to determine who goes first, the parties shall alternatively strike one name each, repeating the process until only one name remains on the panel. The remaining name shall be notified of his selection as arbitrator. As promptly as can be arranged, a hearing shall be held with the arbitrator's final decision binding on both parties provided the decision complies with applicable law and does not exceed the authority granted him by this Agreement.

7.6 COSTS

The arbitrator's fee, the appearance fee for the court reporter, and cost of the arbitrator's copy of the transcript (if requested) will be split equally by both parties. Each party shall be responsible for their own attorney fees and costs, witness fees and the costs of their own copy of the transcripts if ordered.

7.7 UNION REPRESENTATION

The employee may have a Union representative at any step of this procedure.

7.8 INDIVIDUAL GRIEVANCES

Nothing in the Agreement shall be construed to prevent any employee, at any time, from presenting his/her grievance and having their grievance adjusted without the intervention of the IAFF, if the adjustment is not inconsistent with the terms of this Agreement and if the IAFF has been given a reasonable opportunity to be present at any meeting called for the resolution of such grievances, provided, however, that the IAFF shall retain exclusively its right to appeal a grievance to final and binding arbitration unless the law provides otherwise, in which event the employee shall have the same obligations as the Union would have had had it decided to arbitrate the dispute.

7.9 FAILURE OF MANAGEMENT TO RESPOND

If a supervisor does not timely respond to a grievance as provided in Step 1, the aggrieved employee may proceed to Step 2. If the Chief does not timely respond to a grievance as provided in Step 2, the aggrieved employee may proceed to Step 3.

7.10 FAILURE OF THE CITY MANAGER TO RESPOND

If the City Manager does not timely respond to a grievance as provided in Step 3, the IAFF may, in writing, demand a written response. If no such written response is received ten (10) calendar days after receipt of such demand, the IAFF may elect to proceed with binding arbitration. In such event, the cost of the arbitrator shall be paid by the City.

7.11 EXTENSIONS

Any time limit provided in this grievance procedure may be extended by mutual Agreement of the aggrieved employee and the City.

7.12 COMBINING GRIEVANCES

Whenever two or more grievances are pending involving substantially the same issue, the City may combine the grievances at any stage of the Grievance Procedure, by mutual Agreement.

7.13 TIME LIMITS

Failure to initiate a grievance within time limits set forth herein 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.

7.14 FILING OR PENDENCY OF A GRIEVANCE

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 or excuse an employee from following the instructions of management.

7.15 AUTHORITY OF ARBITRATOR

The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement as herein expressly set forth. He shall not have the authority to add or subtract from or modify any of said terms or to limit or impair any right that is reserved to the City, or Union, or employee, or to establish or change any wage or rate of pay that is contained in the Agreement. The arbitrator shall not award any monetary relief to any employee who has not filed and processed a grievance signed by the employee in a timely manner.

7.16 WITHDRAWAL

The party requesting arbitration may withdraw from the arbitration proceedings at any time, however, the withdrawing party shall assume full responsibility for any arbitrator costs related thereto. In the event of a settlement, the parties shall share the costs of the arbitrator, unless the parties agree otherwise.

7.17 MITIGATION

All claims for back wages and other benefits shall be limited to the amount of wages or other benefits that the employee otherwise would have earned from employment by the City less any unemployment compensation, Social Security compensation, and a reduction for periods the employee was unavailable or unable to work.

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ARTICLE 8: IAFF REPRESENTATION AND BUSINESS

8.1 COPIES OF RULES AND REGULATIONS

The City shall provide the IAFF with a copy of all written rules and regulations pertaining to employer-employee relations that are applicable to bargaining unit members. New rules or regulations or changes to existing rules and/or regulations shall be provided to the Union ten (10) working days prior to effective date to give the Union time to review and request bargaining as may be applicable.

8.2 BULLETIN BOARD

A. The Union shall have, in every workplace where members are assigned, a bulletin board, beginning on the date of this Agreement. Space assigned to the Union shall not exceed twenty four (24) inches by thirty six (36) inches of the area of each such bulletin board.

B. All materials placed upon the bulletin board by the Union will be signed by the Union President or his designee, and copies of any materials to be posted shall not be posted without the advance approval of the City Fire Chief or his designee.

C. Materials placed on the bulletin board shall pertain only to Union business and activities and shall not contain anything political or controversial, nor anything reflecting negatively upon the City, any of its employees or officials or its constituent or independent agencies. No materials, notices, or announcements which violate the provisions of this section shall be posted.

8.3 UNION BUSINESS

A. A Union Business Paid Leave Bank may be established, organized, and administered by the bargaining unit. If the bargaining unit chooses to establish such a bank, it shall be funded through a mandatory contribution of four (4) hours from each bargaining unit member's vacation balance upon receipt of a valid written authorization from the employee. If a member does not have sufficient hours to contribute to the Bank, the employee shall do so as soon as the employee has accrued sufficient leave to do so. Employees who are on probation, and unable to take vacation time, shall be authorized to donate accrued hours to create or replenish the Bank as soon as they have accrued enough hours. Employees who are not members of the bargaining unit shall not be required to contribute to the Bank, but may do so voluntarily. It shall be the responsibility of the bargaining unit to establish a minimum Bank balance, and to provide for the replenishment of the Bank through appropriate documentation, approved by the City. The City shall create a payroll code so that hours taken by the bargaining unit representative may be accounted for appropriately.

B. Utilizing hours from the Union Business Paid Leave Bank, the designated bargaining unit representative may request time off with pay to conduct bargaining unit business such as attending meetings, bargaining unit functions and contract negotiations. If there are insufficient paid leave hours in the Bank, the designated bargaining unit representative may request time off without pay in order to conduct bargaining unit business. Requests for leave to conduct union

business will not be unreasonably denied except for operational reasons as determined by the Chief and the City agrees to provide such time off, but no more than one hundred forty-four (144) hours per calendar year, and to be approved in the same fashion as vacation time. Requests will be in writing and directed to the Chief. The Chief, or his designee, retains the right to restrict time off for all other employees for Union business when he determines their absence would interfere with Departmental operation.

8.4 USE OF CITY EQUIPMENT/VEHICLES

No City equipment or vehicles shall be used for Union activities. Union activities by employees or Union representatives shall in no way interfere with the operations of the Department and shall not be conducted during times the employees are being paid to work. Such activities shall not be conducted in work areas of the Department at any time without permission of the Chief, or his designee.

8.5 NOTICE OF UNION REPRESENTATIVE

The IAFF shall notify the Fire Chief in writing as to who the designated IAFF representative is and as to any change in the designated representative.

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ARTICLE 9: STRIKES

9.1 STRIKES PROHIBITED

A. The Union, and its members, shall not participate in a strike against the City by instigating or supporting in any manner a strike. Any violation of this Article shall subject the violator to the penalties provided under F.S. Chapter 447.507.

B. "STRIKE" means the concerted failure to report for duty; the concerted absented stoppage or slowdown of work; the concerted submission of resignations; the concerted absence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment; the participating in a deliberate and concerted course of conduct which adversely affects the service of the public employer; the concerted failure to report for work after the expiration of a collective bargaining Agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any preparation, including, but not limited to, the establishment of strike funds with regard to the above listed activities.

9.2 TERMINATION FOR VIOLATION

Each employee agrees that he will not, under any circumstances or for any reason, including sympathy for or support of other employees or Unions, engage in a strike during the term of this Agreement. It is agreed that any violation of this Article will be grounds for discharge and such discharge will not be reviewable under the grievance procedure except on the question of whether such violation occurred.

9.3 AFFIRMATIVE EFFORTS TO STOP VIOLATION

The firefighters/EMTs and lieutenants, as well as the IAFF agree that they will affirmatively work with the City to prevent or resolve any job action of any type or violations of this Article. Such activities will include but will not be limited to public statements at meet*in*gs and written notices to all employees that such actions are in violation of this Agreement and the law.

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ARTICLE 10: DUES/PAYROLL DEDUCTION

10.1 DUES DEDUCTION

Employees may authorize payroll deductions for the purpose of paying IAFF dues including fees and assessments. The City shall have no responsibility or any liability and shall be held harmless by the Union against any and all suits, claims, demands that may arise from this Article.

10.2 DETERMINATION OF DUES

The IAFF will notify City of the amount of dues. Such notification will be made in writing over the signature of IAFF Official. Changes in IAFF dues will be similarly reported to City, with notification at least one month in advance of the anticipated effective date of any such changes.

10.3 SERVICE CHARGES

The City shall deduct from the amount of dues to be paid to the IAFF the following expenses of bookkeeping, retention, auditing and transmittal of funds: One Hundred Fifty ($150.00) Dollars per fiscal year.

The above service charge shall be effective the first month after final ratification and shall be collected and pro-rated monthly.

10.4 PAYROLL DEDUCTION AUTHORIZATION

Upon receipt of a signed payroll deduction authorization, City shall deduct those IAFF dues certified in writing by a IAFF Official the next payroll, fourteen (14) days after receipt of a legally valid payroll deduction form by the City.

10.5 REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION

A payroll deduction authorization may be revoked by an employee upon written notice to the City and certification by the employee that the IAFF has been notified.

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ARTICLE 11: ADVISORY COMMUNICATION

The City recognizes that there are issues other than grievances or matters of bargaining or matters of collective bargaining that may be of some concern to bargaining unit members. These issues may be submitted in writing by the IAFF to the Fire Chief for review and comment. A labor management committee may be established consisting of two members appointed by the Chief, two members by the IAFF and one member selected by the City Manager. The purpose of this Committee shall be to meet and discuss problems of a general nature and make recommendations to the Chief regarding solutions to such problems. All decisions on recommendations shall be the exclusive right of the Chief, or the City Manager, depending on the issue and the Chief's authority.

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ARTICLE 12: HOURS OF WORK AND OVERTIME

12.1 HOURS OF WORK

A. The normal schedule shall be twenty-four (24) hours on and forty-eight (48) hours off commencing 0800 hours and ending 0800 the next day. The beginning and ending hours set forth in this section, as well as any other change in the beginning and ending times for the standard shifts, shall not go into effect without at least ninety (90) calendar days advance notice to the IAFF.

B. For purposes of payroll calculation, Sunday, 2400 hours shall be the cutoff for work weeks.

C. Employees who have been assigned or required to participate in educational and orientation courses will be compensated for those work hours corresponding to the assigned course or duties.

12.2 OVERTIME

A. Overtime will be defined as hours worked in excess of one hundred three (103) hours actually worked in a fourteen (14) day period. Employees may not be involuntarily rescheduled for less than full shifts solely for the purpose of avoiding payment of overtime; a scheduled shift assignment may, however, be terminated early or extended if the Chief determines staffing needs allow or require it. Furthermore, the Chief may, in his discretion make reassignments as he or she sees fit for purposes of filling unexpected scheduled shift absences.

B. Overtime work will be distributed fairly and equitably through the use of a continuously rotating overtime list (tracking hour's sheet).

C. In the event of a staffing shortage or special detail, when no personnel voluntarily agree to work, Employer has the right to order/mandate employees to work. Mandatory overtime will be distributed fairly and equitably through the use of a secondary continuously rotating overtime list. The mandatory list will be in the order of reverse department seniority.

D. Employees who are required to work mandatory overtime shall be paid time and one half (1 ½) their normal hourly rate for all hours worked, with a two hour minimum, regardless of normal pay period overtime calculations. "Mandatory Overtime" is defined as:

1. Employee is directed by a supervisor to report early for their regular shift; or,
2. Employee is directed by a supervisor to stay for back to back shifts; or,
3. Employee is directed by a supervisor to work some other additional shift (full or partial) in order for the City to comply with minimum staffing requirements; or,
4. Employee is directed by a supervisor to report for training.

The mandatory overtime pay provisions of this Article 12.2.D do not apply in cases when an employee is required to remain at work for a brief period of time,

generally less than one hour, in order to complete unfinished tasks, facilitate personnel transfers from one station to another, or some other routine circumstance requiring the employee to remain on station.

12.3 COURT TIME

Court time for employees shall be paid in accordance with PRR Section 19; provided, when an employee is subpoenaed as a witness, in a matter involving his duties as an employee during his nonduty hours, he will be compensated as a callout under PRR Section 14.7. PRR's referenced in this Article are those in effect in the City of Punta Gorda Personnel Rules and Regulations Sections 14.7 and 19, as amended October 1, 2015.

12.4 COMP TIME

Employees covered by this CBA shall be authorized to accrue, in lieu of overtime payment, compensatory (comp) time. Overtime hours that are accrued as comp time shall be accrued at time and one half (1 ½) and taken as straight time. The maximum amount of overtime an employee may convert to comp time is ninety-six (96) hours, which translates to 144 straight time hours in their comp time bank. Comp time may not be taken if the result is the need for another employee to work overtime in order to cover the absence unless approved by the Chief or his designee. Employees may only take comp time with the approval of their supervisor and the Chief, just as they would for vacation.

The max number of comp time hours that may be carried from one fiscal year to the next is ninety-six (96) hours (144 straight time hours). Employees shall be paid in cash, at fiscal year-end, at their current rate of pay, for the number of unused comp time hours that they have earned, in excess of ninety-six (96) hours, up to a maximum of forty-eight (48) hours.

12.5 HOURS COUNTED

Only hours actually worked, compensatory time used, and paid vacation time shall be counted in determining eligibility for overtime.

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ARTICLE 13: WAGES

13.1 GENERAL

Wage, rates and increases during this Agreement are further detailed in Appendix B of this Agreement, which is incorporated as a part hereof.

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ARTICLE 14: HOLIDAY PAY

14.1 GENERAL RULES

Holidays will be as defined in the City of Punta Gorda Personnel Rules and Regulations Section 15, as amended October 1, 2015.

14.2 WORK ON A HOLIDAY

A. Bargaining Unit members reporting to work at 08:00 on the day of the holiday as specified in 14.1 will be paid one and one half (1½) times their regular rate of pay for all hours worked on the holiday; and shall receive sixteen (16) hours holiday pay.

B. Bargaining Unit members who work from midnight (00:00) to 08:00 on the day of the holiday as specified in 14.1 will be paid one and one half (1½) times their regular rate of pay for all hours worked on the holiday; and shall receive eight (8) hours holiday pay.

14.3 HOLIDAYS NOT WORKED

Bargaining unit members who do not work on the holiday will be paid eight (8) hours at their regular rate of pay, provided they meet the eligibility requirements for Holiday Pay as provided in PRR Section 15.03.

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ARTICLE 15: SICK LEAVE AND BEREAVEMENT LEAVE

15.1 APPLICABILITY OF PERSONNEL RULES AND REGULATIONS (PRR'S)

Section17 of the City's Personnel Rules and Regulations, as it now exists or as it may be changed as provided in this Agreement, shall apply except as follows:

A. The rate of earning shall be twelve (12) hours per month, provided the employee is not on unpaid status more than fifty six (56) hours during the month.

B. The minimum notice under this CBA shall be one (1) hour.

C. For purposes of this Article FMLA shall be deemed to comply with Section 20 of the City's Personnel Rules and Regulations. If, upon expiration of the job protection afforded by FMLA, an employee is still unable to return to full duty or be reasonably accommodated; and where there is a medical prognosis that the employee can return and perform the essential functions of his position within a reasonable time as specified by statute, ordinance, or Law. Management will allow accrued (non-donated) sick leave to be utilized during that period.

15.2 BEREAVEMENT LEAVE

Bereavement Leave shall be defined as per Section 18 of the City's Personnel Rules and Regulations, as it now exists or as it may be changed as provided in this Agreement and it shall apply except as follows:

A. Employees shall be granted two (2) shifts of paid leave upon death of a family member of the employee's immediate family within the state.

B. Three (3) shifts paid leave shall be granted upon death of the employee's immediate family outside the State.

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ARTICLE 16: VACATION TIME

Vacations will be as defined in the City of Punta Gorda Personnel Rules and Regulations section(s) #16, as amended November 5, 2009 with exceptions to such as listed in this section below.

Continuous Years of Service	**Annual Rate of Accrual**
0 months, but less than 5 years	112 hours (4.3 hours per bi weekly pay period)
Upon completion of 5 years	168 hours (6.46 hours per bi weekly pay period)
Upon completion of 10 years	201 hours (7.75 hours per bi weekly pay period)
Upon completion of 15 years	235 hours (9.04 hours per bi weekly pay period)

16.1 The employee may authorize the City to direct the monetary value of any accrued, but unused or escrowed vacation leave in excess of 150 hours, up to a maximum of fifty-six (56) hours, into a tax-deferred plan of the employee's choosing, provided that the plan selected by the employee is currently offered as a tax-deferred option to all City employees.

16.2 All vacation leave in excess of 168 hours that is not used, or directed into a tax-deferred plan shall be lost.

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ARTICLE 17: UNIFORM ALLOWANCE

17.1 CLEANING ALLOWANCE

All uniformed employees shall be paid a uniform cleaning allowance of Two Hundred seventy five Dollars ($275) annually, provided employees' allowance shall be reduced pro rata for months during which the employee is on unpaid status for fifty six (56) hours or more. The allowance shall be paid in January of each year during which this Agreement is in force.

17.2 UNIFORM PURCHASE ALLOWANCE

A. In addition, all uniformed employees shall receive a Uniform Allowance of $600 per employee annually to be utilized for the purchase of all uniform items and station boots. The uniform item/boots must be purchased through a program set up by the Department from a vendor to be designated by the City. Specific uniform items will be selected/approved for each rank/position. Uniform items/boots will be selected based on input from an employee committee with the final decision by the Fire Chief. New employees shall receive this same allotment at the time of their employment. Employees who are promoted or demoted to a new position requiring a change in uniform shirts will be provided with an additional amount based upon the cost of the items required to effect such change

B. It is the responsibility of all employees to report for work in a proper, clean, and decent appearing uniform, as determined by the Fire Chief or his designee. Any funds that are not expended from this section for the purchase of uniform items/boots shall belong to the City.

17.3 UNIFORM UPON PROMOTION

The City agrees to its current practice of providing uniforms for those who are successful in the promotion process, up to a maximum of Two Hundred and Fifty ($250.00) dollars.

17.4 MATERNITY UNIFORMS

Employees in need of maternity uniforms will be supplied sufficient uniforms within thirty (30) day period at no cost to the employee's uniform credit.

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ARTICLE 18: EMERGENCY CALL BACK

18.1 DEFINITION

Call back pay is special pay which is provided to compensate an employee who is required to return to work after the employee has completed a regularly assigned shift and left the Fire/Rescue property to which the employee is assigned to perform emergency work. It does not apply when an employee is called back to work an additional or part of an additional regular shift.

18.2 COMPENSATION

Employees who are called back to emergency duty shall be compensated as follows, provided they perform whatever duties they are assigned:

Time and one half with a minimum of two (2) hours or actual hours worked, whichever is greater. Only actual time worked shall count for overtime calculations above the two (2) hours guarantee.

18.3 NOT ELIGIBLE

An employee who is on duty and is instructed and assigned to remain on duty is not eligible for the two (2) hour minimum call back pay.

18.4 RELEASE FROM DUTY

All employees who are called back and report for duty under this Article shall be released from duty when their services are no longer required as determined by the Chief, or his designee.

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ARTICLE 19: SPECIAL EVENT PAY

19.1 EXTRA-DUTY DETAILS: NON-SCHOOL RELATED

Employees who accept special duty details to work a special event shall be paid at the rate of thirty-nine dollars ($39.00) per hour with the Employee netting thirty-three dollars ($33.00) per hour after deductions for tax and pension contributions required to be paid by the City.

19.2 EXTRA-DUTY DETAILS: SCHOOL RELATED

Charlotte County School Board details shall be billed at the rate of thirty dollars ($30.00) per hour with the employee netting twenty-five dollars ($25.00) per hour after deductions for tax and pension contributions required to be paid by the City.

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ARTICLE 20: SHIFT ASSIGNMENTS FOR FIREFIGHTERS

20.1 STATEMENT OF RIGHT TO ASSIGN SHIFTS

In determining the number of departmental employees working various shifts, the IAFF recognizes the Fire Department has a right to distribute and assign manpower. The Chief of Fire has the discretion to determine and assign the number of experienced Firefighters/EMTs and Paramedics on each shift.

20.2 ASSIGNING SHIFTS

The City agrees to continue its process of not assigning shifts as a form of disciplinary action.

A. Among Firefighter/EMTs and Paramedics, when a shift becomes permanently open, the Union will be notified and will post a dated Notice of the shift vacancy on the Union bulletin board for fourteen (14) calendar days. Employees who want the shift shall sign the Notice and date their signature.

B. While the shift vacancy is being bid, the Chief may fill the shift as he/she sees fit.

C. The employee with the greatest departmental seniority who bid the shift will be given preference provided he can begin the shift immediately.

D. Seniority shall not prevail in an instance where the operational needs of the department cannot be met.

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ARTICLE 21: INSURANCE/DEATH BENEFITS

21.1 GENERAL

The City shall make available Group Medical, Dental and Life insurance programs, on a group basis, to all unit employees to the same degree and under the same conditions that such insurance is provided to other City employees.

21.2 NOTICE OF CHANGES

The Union shall be notified of any change in insurance carriers, scope of coverage, or amount of coverage and of increased amounts to be paid by employees under the Article.

21.3 DEATH BENEFIT

The City will provide Employees a death benefit in accordance with applicable law.

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ARTICLE 22: RETIREMENT/PENSION FUND

22.1 PARTICIPATION

All bargaining unit members shall continue to be covered by the City of Punta Gorda Firefighters Retirement System which is established and operated under Florida Statute Chapter 175.

22.2 PRACTICES, POLICIES, PROCEDURES, AND BENEFITS

The current Local pension plan and all practices, policies, procedures, and benefits associated with it, in effect at the time of ratification, shall remain in effect with the following changes and provisions:

A. The lump sum pension offset that is equal to one half of a percent of the employee's pensionable wages from the previous year, as defined in the previous collective Bargaining Agreement Article 21.2 G-1, will cease upon ratification of this Agreement.

B. In accordance with Florida Statutes Chapter 175.351 [1] [g], as implemented by 2015-39 (Laws of Florida), mutual consent has been reached regarding the usage and allocation of Insurance Premium Tax Revenues distributed to the City of Punta Gorda Firefighters Retirement System.

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ARTICLE 23: RULES/REGULATIONS

23.1 GENERAL STATEMENT OF POLICY

It is agreed and understood that the City and the Fire Department currently have Rules, Regulations, Procedures, and Standards governing employment. Employees are subject to the City's Personnel Rules and Regulations. If any conflicts occur between this Agreement and City's Rules, this Agreement shall take precedence.

23.2 MODIFICATION AND NOTICE

New rules or regulations or changes to existing rules and/or regulations shall be provided to the Union 14 days prior to effective date to give the Union time to review and request bargaining as may be applicable.

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ARTICLE 24: PROMOTIONAL PROCESS

24.1 QUALIFICATIONS FOR PROMOTION

A. Applicants for Lieutenant must have served at least four (4) continuous years with the "Punta Gorda Fire Department", must possess Fire Officer I certification, and must have prior experience as an Acting Lieutenant. In the event that no candidate meets the required qualifications and/or successfully completes the promotional process, the Chief may, at his discretions promote/hire as he or she sees fit for the purpose of operational needs.

B. Applicants for Battalion Chief must have served at least seven (7) continuous years with the "Punta Gorda Fire Department" and at least four (4) of those years as a Lieutenant. Applicants must possess Fire Officer I certification and must have prior experience as an Acting Battalion Chief. In the event that no candidate meets the required qualifications and/or successfully completes the promotional process, the Chief may, at his discretions promote/hire as he or she sees fit for the purpose of operational needs. Probationary Battalion Chief must have/obtain Fire Officer II and Firesafety Inspector I certification prior to coming off probation.

24.2 TESTING PROCEDURES

All examinations shall be designed to fairly and impartially assess the merit, fitness and experience of the applicant to perform the duties of the classification.

A. The examination process may include, but is not limited to the following:

1. Written Examination
2. Tactical situation
3. Employee Counseling
4. Conflict Resolution
5. Employee Training Presentation
6. Public Education Presentation
7. Peer Review
8. Interview

B. After successful completion of the Overall Assessment Process, additional credit of up to ten percent (10%) may be awarded as follows:

1. One (1) point for each certification, as specified below, and recognized by the Florida State Fire College, that the Candidate holds, to a maximum of three (3) points. This excludes those certifications required for the position applied for:

   a. Firesafety Inspector I
   b. Firesafety Inspector II
   c. Fire Investigator
   d. Fire Instructor I, II, or III- only counts once

e. Fire Officer II
f. Fire Officer III
g. Fire Officer IV
h. Pump Operator
i. Safety Officer
j. Hazmat Tech
k. Fire and Lifesafety Educator
l. Fire Code Administrator
m. Live Fire Training Instructor

AND

2. One (1) point for each of the following current certifications, up to a maximum of two (2) points:

   a. CPR lnstructor;
   b. ACLS lnstructor;
   c. ITLS or PHTLS lnstructor;
   d. PALS or PEPP lnstructor;

AND

3. Five (5) points for State of Florida Paramedic Licensure; and,

4. One (1) point per year of service with the City of Punta Gorda Fire Department over the years required for application, to a maximum of five (5) points; and

5. College education shall be awarded three (3) points for an Associate's Degree and five (5) points for a Bachelor's Degree, to a maximum of five (5) points.

The additional points earned as specified above will be totaled and divided by the total number of available points and then multiplied by 10 to reach a weighted average. These points will then be added to the candidate's final score.

Example:

The candidate receives the following additional points:

Section A: 3

Section B: 1

Section C: 5

Section D: 5

Section E: 3

Total: 17

17/20 = 0.85 rounded to the nearest hundredth

0.85 x 10 = 8.5 points added to the final score.

24.3 SELECTION

After successful completion of the Examination Process, Candidates shall be ranked on an eligibility list. This list shall be created based on each Candidate's total score, ranked in descending order.

24.4 SPECIAL CONSIDERATIONS

Criteria for selection will include a full evaluation of the Candidate's employment history.

24.5 DEMOTIONS

Employees who have been demoted for disciplinary reasons may not be eligible to sit for any promotional exam for a period of one (1) year from the date of demotion.

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ARTICLE 25: MISCELLANEOUS PROVISIONS

25.1 TEMPORARY HIGHER CLASSIFICATION (THC)

When an employee is assigned all the responsibilities of a higher job classification, the employee shall be paid five percent (5%) or the minimum rate for the higher position, whichever is greater, for all hours worked in the assignment.

25.2 PAY UPON PROMOTION

When an employee is promoted, increase in pay for such promotion shall be in compliance with the provisions of Appendix B, Section 2 of this collective bargaining Agreement.

25.3 LIGHT DUTY FOR NON-WORKERS' COMPENSATION RELATED INJURIES

Employees who sustain an injury or illness that is not compensable under the workers' compensation provisions of the Florida Statutes may be allowed to perform light duty work, as available, at the employee's current hourly rate and shall be able to supplement any wage differential using accrued sick time or vacation time up to their regularly scheduled work week hours. Overtime work under the provisions of this section is strictly prohibited, unless approved in advance by the Fire Chief.

25.4 SENIORITY LAYOFF AND RECALL

A. Accrual

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absences of thirty (30) or more consecutive days without pay shall not count towards the accrual of classification or departmental seniority unless the law requires otherwise.

B. Loss of Seniority

An employee shall lose his seniority and be terminated from employment as the result of any one of the following:

1. Discharge.
2. Retirement.
3. Voluntary resignation.
4. Layoff exceeding one (1) year.
5. Failure to report to the Department Head the intention to return to work within three (3) calendar days of receipt of a recall notice.
6. Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management.

C. Layoff Selection

In the event the City decides to lay off employees within a department, the City will first lay off those employees employed on a part-time, temporary, or casual

basis. If further layoffs are necessary, selection among regular full-time employees shall be based upon:

1. Ability to perform all of the work available.
2. Special skills essential to the performance of the available work.
3. Job performance as reflected by the job evaluations for the past three years or the most recent evaluations available.
4. Job classification seniority.

When, in the opinion of the Department Head, factors 1, 2 and 3 are relatively equal among employees, factor 4 shall be determinative.

D. Permanent Layoffs

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent and the employees laid off shall not be eligible for recall.

E. Recall

Except for employees laid off pursuant to Section 25.4.D (above), regular full-time employees who are recalled by the City within twelve (12) months shall have their City service, departmental, and job classification seniority restored; however, they will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

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ARTICLE 26: INITIAL EVALUATION PERIOD

26.1 INITIAL EVALUATION

The initial evaluation period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his/her position, and for "separating" employees whose performance does not meet the required standards.

26.2 PERIOD

The standard initial evaluation period for all new employees shall be six (6) months. Upon or before expiration of the initial evaluation period, the Chief may:

A. Recommend, in writing, retention of the employee, at which time the employee shall be granted regular status; or,

B. Extend the initial evaluation period up to ninety (90) days; or,

C. Determine if the employee has not successfully completed the initial evaluation period. In the event of failure to successfully complete a new hire initial evaluation period, the employee shall be terminated, without any right of appeal or grievance.

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ARTICLE 27: AGREEMENT AND WAIVER CLAUSE

27.1 TERM OF AGREEMENT

This Agreement shall be effective beginning October 1, 2015 and ending September 30, 2018.

27.2 BARGAINING PROCESS

During the negotiations that resulted in this Agreement, each party had unlimited right and opportunity to make demands and proposals regarding any subject or matter not removed by law from the area of collective bargaining. All of the understandings and Agreements arrived at by the parties are set forth in this Agreement.

27.3 SUCCESSOR AGREEMENT

This Agreement shall remain in effect until a new or successor Agreement is reached and ratified by the Union and approved by the City Council of the City of Punta Gorda.

27.4 AMENDMENTS

This Agreement may be amended in accordance with applicable law.

27.5 SAVINGS CLAUSE

If any article, section or provision of this Agreement is held invalid by a court of competent jurisdiction, or is rendered invalid by subsequent State or Federal legislation as applied by a court of competent jurisdiction, the remainder of this Agreement shall not be affected. If such action occurs, the parties will meet and attempt to negotiate a replacement for the invalid item within thirty (30) calendar days.

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ARTICLE 28: APPROVAL AND EXECUTION

28.1 EXECUTION BY UNION

Signature — Printed Name: Alex Davenport

10/12/2015 — Title: IAFF District Vice President

Date

Signature — Printed Name: Donald DJ Seiler

10/12/2015 — Title: IAFF Secretary/Field Service Rep.

Date

Signature — Printed Name: Kyle Raymond

10/12/2015 — Title: Negotiation Team Member

Date

Signature — Printed Name: Danny Felico

10/12/2015 — Title: Negotiation Team Member

Date

Signature — Printed Name: Kaitlin McCausland

10/12/2015 — Title: Negotiation Team Member

Date

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28.2 EXECUTION BY THE CITY

Carolyn V. Freeland
Signature

Printed Name: Carolyn Freeland

10/7/2015
Date

Title: Punta Gorda City Mayor

Howard Kunik
Signature

Printed Name: HOWARD KUNIK

10/8/2015
Date

Title: Punta Gorda City Manager

28.3 RATIFICATION BY UNION

THIS AGREEMENT WAS RATIFIED AND APPROVED BY THE IAFF ON 9/25/15.

28.4 RATIFICATION BY THE CITY

THIS AGREEMENT WAS RATIFIED AND APPROVED BY THE CITY ON 10/7/15.

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APPENDIX A: GRIEVANCE FORM

Name: _____

Shift: _____

Immediate Supervisor: _____

1. Grievance No.: _____
2. Date of Incident Being Grieved: _____
3. Contract Articles and Sections Claimed to Have Been Violated:

_____

_____

_____

4. Statement of Facts Supporting Grievance:

_____

_____

_____

_____

_____

_____

(add a page if necessary)

5. List Supporting Witnesses:

_____

_____

_____

6. Managers or Supervisors Involved:

_____

_____

_____

7. Did you discuss this matter with your supervisor before you filed this grievance:

☐ Yes ☐ No

8. Relief Requested:

_____

_____

_____

_____

Signature Date

cc: Fire Chief

Human Resources Manager

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APPENDIX B: WAGES

Section 1: General Provisions

Employees covered by this CBA shall be paid in accordance with the Pay Plan attached hereto and made a part hereof.

A. All employees must be State Certified Firefighters, Paramedics and/or EMTs by the State of Florida and failure to maintain both certifications may result in termination of employment unless with respect to new hires the Chief determines that applicants who do not meet these criteria are otherwise qualified.

B. The hourly rate for the purpose of calculation of overtime pay shall be one and one-half (1½) times the employee's hourly rate, which is based on dividing the employee's annual salary by 2912.

C. No employee's hourly rate of pay shall be less than the minimum, nor more than the maximum, of the pay range to which his/her classification is assigned, except as otherwise specified in this Agreement.

Section 2: Establishment of Pay Ranges

A. Effective October 1, 2015, this CBA shall establish a pay range system, and the minimum and maximum of the pay range shall remain fixed until such time as there is an adjustment to each of the pay ranges covered by this CBA, provided that any such adjustments do not have the effect of reducing the minimum or maximum of the range.

B. Firefighter/EMT, Pay Grade 32, shall have a minimum salary of $39,253.76 annually and a maximum of $60,831.68 annually. The minimum and maximum hourly rates, respectively, for this pay grade are $13.48 per hour and $20.89 per hour.

C. Lieutenant, Pay Grade 33, shall have a minimum salary of $49,882.56 annually and a maximum salary of $77,313.60 annually. The minimum and maximum hourly rates, respectively for this pay grade are $17.13 per hour and $26.55 per hour.

D. Battalion Chief, Pay Grade 34, shall have a minimum salary of $61,821.76annually and a maximum salary of $95,833.92 annually. The minimum and maximum hourly rates, respectively, for this pay grade are $21.23 per hour and $32.91 per hour.

E. When an employee is promoted he/she shall be paid at the bottom of the pay grade, but not less than five percent (5%) above the rate he/she was making before the promotion. He/she will serve a six (6) month probationary period. Upon successful completion of said probationary period, he/she shall receive a five percent (5%) pay increase. Thereafter, the employee shall move through the pay range on the same basis and on the same schedule as all other employees.

F. Based on the job classifications, and current authorized staffing levels, the City of Punta Gorda authorizes the following position allocation formula:

   1. Twelve (12) Firefighter/EMT positions, Pay Grade 32;

2. Nine (9) Lieutenant positions, Pay Grade 33;

3. Three (3) Battalion Chief positions, Pay Grade 34;

G. The City of Punta Gorda solely reserves the right to make changes in staffing levels, including adding or deleting positions, staffing scheduling, or classifications, based on operational need and qualifications of the workforce;

H. This staffing allocation in no way constitutes any additional property right to those covered by this CBA.

Section 3: Probationary Employees

Employees who have not yet completed their initial probationary period or any extension thereof, will not be eligible for a pay increase. Upon successful completion of probation, they shall be eligible for consideration to receive a five percent (5%) pay adjustment. Thereafter, they shall move through the pay range on the same basis and on the same schedule as all other employees.

Section 4: Education Incentives

Starting October 1, 2016 and after completion of the Firefighter/EMT initial probationary period, or any extension thereof pursuant to this CBA, employees are eligible to receive one (1) Educational Incentive pay increase per year of three percent (3%) upon the successful completion of any two (2) approved educational classes or certifications as specified in Appendix C. They must present to the Chief a valid certificate/transcript verifying they have successfully completed and passed any required examination or educational course(s) listed in Appendix C with a grade of "C" or better, or "Pass" when the standard is "Pass or Fail."

This increase is exclusive of any other increase, provided that the employee's rate of pay does not exceed the maximum for the range.

A. Only education or certifications completed within the past three (3) years as an employee of the City of Punta Gorda may be used to qualify for the Education Incentive pay increase, provided that none of the education was credited for a step increase in the previous CBA. This "look-back" period shall begin with and include the month in which the education step increase is requested by the employee and approved by the Department Head and extending 36 months prior to that month. Any education or certifications that were received prior to the 36th month shall not be eligible for consideration for this pay increase.

B. Credits must be from an institution accredited by the appropriate Regional Institutional Accrediting Agency of the U.S. Department of Education's Office of Postsecondary education; or, course work through some other institution or agency approved by the Fire Chief.

C. In the event an employee fails to maintain one (1) or more of the certifications on which an Education Incentive increase was based, either through recertification or by completing the continued education or training required by the State or City to maintain the certification or certifications achieved under Appendix C, the employee will forfeit the increase until such time as the certification is reinstated, at which time the increase will be reinstated.

D. The effective date for any pay increase provided in this section shall be the beginning of the first, full bi-weekly payroll period following the attainment of the criterion for increase, and receipt by the Fire Chief of evidence of such attainment.

Section 5: Annual Increases ("Me Too")

A. Effective October 1, 2015, and for the first year of the Agreement, Employees covered by this Agreement, shall be eligible to receive the same pay increase, as defined in the memorandum from Human Resource Director to City Manager dated July 27, 2015.

B. For the remaining term of this collective bargaining Agreement, after completion of the initial probationary period, or any extension thereof pursuant to this collective bargaining Agreement, employees shall be authorized to receive the pay increase, if any, in wages as is approved by the City Council for all unrepresented and non-exempt employees in excess of the 3% Educational Incentives Increase as defined in Section 4 above.

Section 6: Specialty Pays

Specialty Assignments are a pay status for employees who are assigned by Management to serve in specific capacities as set forth herein.

A. **Paramedic Pay**

Employees in the Fire Safety classifications of Firefighter/EMT, Pay Grade 32; Lieutenant, Pay Grade 33; and Battalion Chief, Pay Grade 34, who hold a valid Florida Paramedic certification shall have pay added to their hourly rate subject to the following provisions:

1. Employees who hold a valid Florida Paramedic certification upon the effective date of this Agreement, but have completed only the classroom education and have passed the Florida Paramedic certification test, shall continue to have Paramedic Incentive Pay (PIP) of $.3962 added to their hourly pay (PIP) until such time as they are eligible for Paramedic Apprentice pay as specified below;

2. Employees who hold a valid Florida Paramedic certification and who have successfully completed the City's preceptorship program shall have Paramedic Apprentice Specialty Pay (PASP) of $1.32 per hour added to their base hourly pay.

3. Employees who successfully complete one (1) year of service as an Apprentice Paramedic shall no longer receive Paramedic Apprentice pay, but shall have Paramedic Journeyman Specialty Pay (PJSP) of two dollars and thirty-one cents ($2.31) added to their base hourly pay.

4. As of October 1, 2015 Employees who have currently been selected for, and have successfully completed the City's preceptorship program shall be automatically moved to Paramedic Journeyman Pay.

5. PASP and PJSP shall not be considered in determining whether an employee's hourly rate exceeds the authorized maximum for the pay range.

6. An employee shall continue to receive PIP, PASP, or PJSP so long as he/she continues to maintain certifications and training as required.

7. An employee will no longer receive PIP, PASP, or PJSP if any of the following occur:

   a. The employee loses his/her State of Florida Paramedic certification;

   b. The Medical Director will not allow the employee to perform Paramedic duties under the State of Florida medical doctor's license of the Medical Director;

   c. Disciplinary reasons as defined in the City's Personnel Rules and Regulations; or for violations of established Department rules or standard operating procedures.

B. **FTO – Field Training Officers**

Effective October 1, 2015, the City agrees to authorize four (4) employees to receive Field Training Officer (FTO) specialty pay. Employees assigned by Management to serve as Field Training Officer shall receive an increase to their hourly rate of pay of fifty cents ($0.50) per hour upon appointment, and for the duration of their assignment.

One of the FTO personnel shall be designated as Diver Instructor and shall hold all necessary training and certifications as necessary to provide diving instruction and certification for all employees who desire to become a certified Diver.

The selection process for Field Training Officers shall be subject to bargaining between the city and the IAFF and incorporated into the Departments SOP.

C. **Certified Dive Personnel**

Effective October 1, 2016, the City agrees to authorize Certified Diver specialty pay. Employees who meet the training and certification requirements as specified by the Fire Chief shall be authorized to receive an increase to their hourly rate of pay of twenty-five cents ($0.25) per hour upon appointment, and for the duration of their assignment.

Section 7: Paramedic Certification Sponsorship Agreement

At the sole discretion of the City Manager, or his/her designee, the City of Punta Gorda may sponsor qualified individuals from the Fire Safety classifications to obtain Paramedic certification through an approved educational institution.

A. Selection of individuals to participate in such sponsorships shall be at the sole discretion of the Fire Chief with consideration given to education, experience, and Department seniority.

B. Those that are selected for sponsorship shall be required to sign and abide by the provisions of the City's Paramedic Certification Sponsorship Agreement (attached). The Paramedic Certification Sponsorship Agreement is hereby incorporated as a part of this Memorandum of Understanding.

Section 8:

The City Manager retains the right to utilize casual, part time, supervisory, managerial or other qualified employees and volunteers to perform bargaining unit work, including work that would be overtime if worked by bargaining unit employees if they are not immediately available when called, as the Chief determines it is operationally efficient, in which event the Chief shall determine the rate of pay.

Section 9:

The City reserves the right to hire new employees at any rate within the Firefighter/EMT pay grade based on their experience, education and the needs of the Department.

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APPENDIX C: EDUCATION INCENTIVES

EDUCATION INCENTIVE COURSES

Course #	Eligible Class / Education
FSFC 703	Aerial Operations
FFP 1302	Apparatus Operations
FSFC 407	Arson Investigation
FFP 2120	Building Construction
RN 9516	Chief Officer (9-hr days)
FSFC 515	Chlorine Emergencies
FFP 1510	Codes and Standards
FFP 2720	Company Officer
FFP 2521	Construction Documents and Plans Review
FFP 2770	Ethical and Legal Issues for the Fire Service
FFP 1793	Fire and Life Safety Education - Level I
FFP 2794	Fire and Life Safety Education - Level II
FFP 2111	Fire Chemistry
FFP 2780	Fire Department Administration
FSFC 708	Fire Extinguisher Tech. Certification
FFP 2610	Fire Investigations: Origin and Cause
FFP 1505	Fire Prevention Practices
FFP 1740	Fire Service Course Delivery
FFP 2741	Fire Service Course Design
FFP 1301	Fire Service Hydraulics
FFP 1810	Firefighting Tactics & Strategy I
FFP 2811	Firefighting Tactics & Strategy II
FSFC 508	Hazardous Materials Technician
RN 6741	Fire Health and Safety Officer
RN 6742	Fire Incident Safety Officer
FFP 2630	Latent Investigation
FFP 2670	Legal Issues for Investigators
RN 7529	Legal Issues for Safety Officers
FSFC 3530	Live Fire Training Instructor Program
RN 9881	Personnel Management for the Fire Service
FSFC 406	Post Blast Investigation

FFP 1540	Private Fire Protection Systems I
FFP 2541	Private Fire Protection Systems II
FFP 2706	Public Information Officer
	Child Passenger Seat Tech
	Confined Space Rescue
FFP 1000	Introduction to the Fire Service
FFP 1612	Fire Behavior and Combustion
FFP 1109	Fire Department Occupational Safety and Health

ELIGIBLE CERTIFICATIONS

Fire Investigator I
Fire Investigator II
Fire Officer I
Fire Officer II
Fire Officer III
Fire Officer IV
Fire Service Instructor I
Fire Service Instructor II
Fire Service Instructor III
Firesafety Inspector I
Firesafety Inspector II
Pump Operator
Hazardous Materials Technician
Live Fire Safety Educator
Live Fire Training Instructor
Fire Code Administrator

Additionally, all College Level General Education Courses and Core Educational Requirements for Degree Seeking Students. All Course Electives must be approved by the Fire Chief.

Other courses or certificates may be approved by the Fire Chief at his discretion.

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APPENDIX D: PARAMEDIC CERTIFICATION SPONSORSHIP AGREEMENT

PUNTA GORDA FIRE DEPARTMENT
1410 Tamiami Trail * Punta Gorda, Florida 33950
Phone (941) 575-5529 * Fax (941) 575-5565

City's Commitment

You, [EMPLOYEE NAME], have been selected for sponsorship by the City of Punta Gorda Fire Department (the Department) through the Paramedic Certification Program. Program sponsorship includes the following:

1. Payment of all tuition, fees, books, uniforms, equipment and miscellaneous necessities, as exclusively approved by the Fire Chief or his designee and as required by the Educational entity in order to participate in and graduate from the training program, up to a maximum of $5,000.
2. Selection of employees for sponsorship under the provisions of this Agreement shall be made with consideration given to education, experience, and Department seniority.

Trainee's Commitment and the City's Rights

In exchange for the sponsorship specified above, the Trainee agrees to accept the following terms and conditions.

1. The Trainee agrees to abide by all Departmental policies, rules, and regulations, and the Personnel Rules and Regulations of the City of Punta Gorda (as adopted).
2. The Trainee is required to remain in good standing with the Education entity at all times. Should the Trainee fail to remain in good standing at any time or should the Trainee's academic or other performance result in dismissal from the Educational entity, the City reserves the exclusive right to terminate the sponsorship and recover 100% of the payments made pursuant to this Agreement.
3. The Trainee is required to maintain consistent attendance and progress through the required coursework, which should not exceed two years absent permission from the Fire Chief or his designee. Should the Trainee fail to comply with this requirement, the City reserves the exclusive right to terminate the sponsorship and recover 100% of the payments made pursuant to this Agreement.
4. The City shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Trainee voluntarily leaves the Educational entity training program prior to completing the requirements for certification.
5. The City shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Trainee fails to attain a State of Florida Paramedic certification

within six (6) months of completing the required coursework, unless an extension is requested and approved by the Fire Chief or his designee.

6. The City shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Trainee voluntarily leaves the employ of the City within three (3) years of his or her certification as a State of Florida Paramedic.

7. The City shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Trainee is terminated from the employ of the City within three years of certification as a State of Florida Paramedic. "Termination" shall also include, but not be limited to, an injury or illness resulting in the Applicant's inability to perform the normal duties of the position held by the Trainee for more than 6 months, so long as said injury or illness is not connected with their employment with the City.

8. Unless a different schedule is approved by the Fire Chief or his designee, repayment shall be made in equal monthly installments and be completed within one (1) year of cessation of employment or other event triggering the repayment obligation. The Trainee agrees that in the event of his or her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the repayment obligation remaining unpaid shall immediately become due and payable, unless an extension is requested and approved by the City.

9. If the Trainee fails to make a scheduled payment, the Trainee hereby authorizes the City to withhold, in accordance with applicable law, the amount due that will bring him/her current with his/her repayment obligation. Upon cessation of his or her employment, the Trainee hereby authorizes the City to withhold, in accordance with applicable law, any wages or other payments due to the Trainee, to put toward the Trainee's repayment obligations under this Agreement.

10. The Trainee agrees that in the event that legal fees and costs are incurred by the City to enforce the terms of this Agreement, the Trainee shall be responsible for payment of such fees and costs and the court shall award such fees and costs to the City.

11. No provision of this Agreement shall be interpreted in a manner adverse to either party based upon the fact that the party drafted the language of the Agreement at issue.

Disclaimer

This Agreement covers only payment of those items specified herein associated with the City of Punta Gorda Fire Department's sponsorship of the Trainee's participation in the Educational entity training program. It should not be construed as a contract for employment or continued employment, nor should it be construed to guarantee the Trainee a particular position of employment with the City. The Trainee's employment, continued employment, and position shall be at the will and pleasure of the City under such terms and conditions as are determined by the City, unless applicable law or a collective bargaining Agreement provides otherwise.

Trainee's Certification

I certify that I have read this Agreement, I have had the opportunity to ask questions, and I have received answers that satisfy my concerns related to this Agreement. I agree to abide by the provisions of this Agreement including those provisions that deal with the City's rights to recover the costs associated with my participation in the Educational entity training program should my employment with the City terminate for any reason.

Trainee Name (print): _____

Trainee Signature: _____ Date:_____

DATED AND EXECUTED BY APPLICANT, THIS _____ DAY OF _____, _____.

STATE OF _____)

_____)

COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, this ____ day of _____, ____:

_____

Notary Public

Fire Chief: Date:

HR Director: Date:

Finance Director: Date:

City Manager: Date: