

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF EUSTIS

AND

THE EUSTIS PROFESSIONAL FIREFIGHTERS

LOCAL 4731

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(IAFF)

(FIRE LIEUTENANT UNIT)

FY 2023-24

ARTICLE 1
PREAMBLE

1. This Agreement is entered into by and between the CITY OF EUSTIS, hereafter referred to as the "City" and the EUSTIS PROFESSIONAL FIREFIGHTERS, IAFF, LOCAL 4731, hereafter referred to as the "Union."

2. This Agreement constitutes the entire agreement and understanding between the City and Union and shall not to be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both the City and Union.

ARTICLE 2
RECOGNITION

1. The City recognizes the Union as the exclusive bargaining agent for all City employees in the following bargaining unit:

INCLUDED: All employees in the classification of Fire Lieutenant.

EXCLUDED: All other City of Eustis employees.

Only Fire Lieutenants, hereafter referred to as the “bargaining unit employees,” shall be covered by the terms of this Agreement.

2. It is agreed and understood that Fire Lieutenants are supervisors whose primary duties may create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, Fire Lieutenants at all times while on duty, in uniform and/or while otherwise representing the City, act in the best interest of the City as determined by the City Manager and/or the Fire Chief. Accordingly, Fire Lieutenants will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities. This paragraph shall not be interpreted or applied in a manner that interferes with bargaining unit employees’ rights to engage in concerted activity protected by applicable law.

ARTICLE 3
MANAGEMENT RIGHTS

1. Provided there is no express conflict with this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:
 - A. Determine the purpose and organizational structure of the Fire and Rescue Service;
 - B. Exercise control and discretion over the organization and efficiency of operations of the Fire and Rescue Service;
 - C. Set minimum performance standards for service to be offered to the public;
 - D. Change, modify or alter the composition and size of the workforce;
 - E. Determine the location, methods, means and personnel by which operations are to be conducted;
 - F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks and/or responsibilities remain within the generic scope of Fire and Rescue Services;
 - G. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project;
 - H. Schedule the employees and establish the number and length of shifts to be worked, provided such action does not expressly conflict with Article 7, Paragraph 1;
 - I. Decide the scope of the service;
 - J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for initial employment;
 - K. Determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;
 - L. Lay off and/or relieve employees from duty in accordance with City policies, provided such action does not expressly conflict with Article **12**;
 - M. Recall employees in accordance with City policies, provided such action does not expressly conflict with Article **12**;
 - N. Determine the allocation and content of job classifications; and determine all training

parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;

- O. Formulate and/or amend job descriptions consistent with this Agreement;
- P. Formulate, modify, amend and implement such rules and regulations as the City and/or the department deem necessary to operate the department efficiently, provided such action does not expressly conflict with the provisions of this Agreement;
- Q. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City's good business judgment makes such curtailment or discontinuance advisable;
- R. Contract and/or subcontract any existing or future work;
- S. Create, expand, reduce, alter, combine, assign, or cease any job;
- T. Determine whether and to what extent the work required in its operation shall be performed by employees covered under this Agreement;
- U. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- V. Determine the maintenance procedures, materials, facilities, and equipment to be used and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- W. Take whatever action may be necessary to carry out the mission and responsibility of the City in emergency situations;
- X. Maintain the efficiency of the operations of the Department;
- Y. Exercise such additional management rights and prerogatives as may subsequently be determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

3. Should the Union desire to assert the right, if any, to engage in impact bargaining over the City's exercise of a management right, the Union will provide the City with written notice of its desire, prior to the effective date of the City's action, and shall identify with specificity any and all negotiable impacts. A request to impact bargain will not delay the implementation of the

City's action; however, the implementation of the City's action shall not act as a bar to impact bargaining to the extent such is required by applicable law.

ARTICLE 4
SEVERABILITY

1. If any provision of this Agreement is rendered or declared invalid by any court of the Florida Public Employees Relations Commission action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 5
RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the employees covered hereunder shall comply with all applicable rules, regulations, policies, procedures, orders, and practices of the City and the Fire Department.

2. If the City or the Fire Department amends, creates, or deletes existing rules, regulations, policies, procedures, orders, or practices, written notice shall be provided to the Union at least 30 days in advance, except in instances which could affect life and/or safety, in which case advance notice will be provided as soon as possible. To the extent required by law, the parties will impact bargain.

ARTICLE 6
HOURS OF WORK AND OVERTIME

1. Bargaining unit employees shall be assigned to twenty-four (24) hour shifts, which will consist of 24 hours on-duty and 48 hours off-duty, with three (3) shifts (A, B and C) on a rotating cycle. In emergency situations, the Fire Chief may adjust work shifts, as needed, on a temporary basis.

2. Effective the beginning of the first pay period after the ratification of this Agreement by both parties, all bargaining unit employees shall be converted from overtime exempt to hourly employees. Overtime for bargaining unit employees shall be calculated based on a fourteen (14) day cycle as provided in Section 7(k) of the Fair Labor Standards Act. Overtime shall be paid to Bargaining unit employees at the rate of time and one-half for all hours in excess of 106 (one hundred and six) hours actually worked in a fourteen (14) day cycle.

3. Employees called back to work during their scheduled off-duty time shall be paid at a rate of time and one-half for hours worked or double time for hours worked on the calendar date of an official City holiday.

4. Bargaining Unit Members awarded the duties and responsibilities of either a Quality Assurance Officer or Field Training Officer are to be compensated at the rate of \$0.67 per hour worked. This amount is not included in the base rate of pay and is not subject to any pay adjustment during the current three-year contract period. These individuals shall fulfill and complete the tasks as defined within Eustis Fire Department Standard Operating Procedure #520: Quality Assurance Officer and Field Training Officer. Individuals assigned these duties shall be responsible for maintaining their credentials and meeting the requirements. They are to notify the Department of any lapses in such certification. An individual whose certification lapses shall

discontinue receiving the incentive pay, unless arrangements or issues have been made or addressed ahead of time.

5. Effective the beginning of the first pay period after the ratification of this Agreement by both parties, employees promoted to Fire Lieutenant will no longer be credited with an additional 156 hours of pay upon their promotion.

6. Utilization of overtime, assignment of overtime, and selection of personnel to work overtime shall be at the discretion of management in a fair and equitable manner.

ARTICLE 7
BULLETIN BOARDS

1. The Union shall utilize the existing union bulletin boards to post only the following:
 - A. Notice of Bargaining Unit meetings;
 - B. Notice of Bargaining Unit elections and results;
 - C. Copies of the Bargaining Unit's constitution and by-laws and amendments thereto;
 - D. Notice of Bargaining Unit recreational and social affairs;
 - E. Notice of dues increases;
 - F. Copies of the Agreement;
 - G. Names of Bargaining Unit officials (and changes thereto);
 - H. Minutes of Bargaining Unit meetings.

2. A copy of all material posted on the bulletin board shall be submitted to the Fire Chief, or his designee, for review simultaneous with posting. Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City, the Fire Department, or any of their elected or appointed officials or employees. All materials posted on the bulletin board shall be signed and dated by a Union representative. Materials not complying with the foregoing will not be posted, and if posted, will be subject to removal by the Fire Chief or his designee. The Union agrees to monitor the posting of materials on the bulletin board and to maintain the bulletin board in a neat and orderly manner.

ARTICLE 8
DUES DEDUCTIONS

1. Any bargaining unit employee who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City may by request in writing, have membership dues deducted from his wages each pay period. Dues so deducted shall be forwarded by the City to the Union Treasurer within thirty (30) calendar days of the deduction. However, the City shall not have responsibility or liability for monies sent to the Union, nor shall the City have any responsibility or liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of any action taken or not taken by the City to comply with the provisions of this Article.

2. It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

3. Any member of the Union may, upon thirty (30) calendar days written notice to the City, require that the City cease making deductions from his or her wages.

ARTICLE 9
SENIORITY

1. Departmental Seniority, as used herein, is defined as the time accruing to bargaining unit employees through continuous fulltime service while employed by the Department.

2. Rank Seniority, as used herein, is defined as the time accruing to bargaining unit employees in a specific rank and shall start on the day of promotion to that rank.

3. Seniority shall continue to accumulate during approved absences due to illness, injury, vacation leave, FMLA, military leave and approved administrative leave.

4. Departmental and rank seniority shall be used only for the purposes specified in this Agreement.

5. In the event that two (2) or more bargaining unit employees on the same shift request the same time period off and the requests are received at the same time, the bargaining unit employee with the highest rank seniority will be given preference. When multiple bargaining unit employees on the same shift, with the same rank seniority, request the same time off, the Fire Chief or his designee will make the final decision. The Fire Chief or designee shall respond to the request for leave within a reasonable time.

6. Once a request for vacation is approved, a request by a more senior bargaining unit employee on the shift or specialty unit may not override the approval.

7. A bargaining unit employee who is laid off and recalled within 90 days, shall have their seniority date adjusted to include their previous years of service, less any corresponding loss of employment during the layoff.

ARTICLE 10
LAYOFFS

1. In the event that the City has to lay off employees in Fire Lieutenant bargaining unit, such layoffs shall be governed by the City's Personnel Rules and Regulations.
2. Bargaining unit employees shall be subject to recall in accordance with the City's Personnel Rules and Regulations.
3. Bargaining unit employees who are laid off shall receive preferential recall consideration for positions within the Fire Lieutenant bargaining unit for twelve (12) months following the effective date of the layoff.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURES

1. Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement, unless such order clearly places the employee's life in unnecessary danger.

2. A grievance is defined as a dispute regarding the interpretation or application of an express provision of this Agreement. As such, grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No grievance will or need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step One in any grievance.

3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: An aggrieved employee or the Union shall present in writing the grievance to the Fire Chief within fourteen (14) calendar days of the occurrence of the event(s), which gave rise to the grievance (with the date of the event being day one) on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure (Attachment 2). Upon mutual agreement, the Fire Chief may extend this time period. The grievance shall be signed by the employee and shall state: (a) the date(s) of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs allegedly violated; (c) a statement of the specific facts pertaining to or giving rise to the

alleged grievance; (d) The names of all witnesses to the events pertaining to or giving rise to the alleged grievance; and (e) the specific relief requested. The Chief shall meet with the grievant (whether it be an individual employee or the Union), who may be accompanied by another person of his choosing, and within fourteen (14) calendar days after such meeting, render his decision on the grievance in writing, with copies to the grievant (if an individual employee), the Union and the Human Resources Director.

STEP TWO: Any grievance which cannot be satisfactorily settled in STEP ONE above shall then be taken up with the City Manager or his designee. The grievance, as specified in STEP ONE above, shall be filed with the City Manager within fourteen (14) calendar days after the due date of the Fire Chief's decision in STEP ONE above. The City Manager shall meet with the grievant (whether it be an individual employee or the Bargaining Unit), who may be accompanied by another person of his choosing and shall issue his decision in writing on the grievance within fourteen (14) calendar days after such meeting with copies to the grievant (if an individual employee), the Bargaining Unit, the Fire Chief and the Human Resources Director.

4. If the Union is not satisfied with the City Manager's decision in STEP TWO of the grievance procedure, the Union on its own behalf or on behalf of the individual employee may request arbitration by submitting written notice to the City Manager by hand delivery or by certified or registered mail, within fourteen (14) calendar days of receipt of the City Manager's decision. Said written notice of arbitration shall include a written statement of the position of the Union with respect to the issues upon which arbitration is sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed in STEP ONE of the grievance procedure.

5. Within fourteen (14) calendar days from receipt of such notice of arbitration, the parties shall meet to request a list of nine (9) qualified arbitrators who reside within the State of Florida from the Federal Mediation and Conciliation Service. The party requesting arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

6. As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, as well as the City and the Union, in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fees and expenses of the arbitrator shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives, including attorneys, for purposes of the arbitration hearing.

7. The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute his judgment for that of management in any area identified in this Agreement or by law as a management right and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement.

8. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.

The party filing the grievance shall, at all times, have the burden of proof that the other party violated the specific provision(s) of this Agreement or the City of Eustis personnel rules and regulations, alleged in Step One. The decision of the arbitrator shall be binding, subject to any appeal or review rights. Either party shall be entitled to seek review of the arbitrator's decision in Circuit Court, under applicable law.

9. No decision of any arbitrator or the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of wages that remains budgeted for the position of the particular employee involved, less any unemployment compensation and/or interim earnings that he may or might have received during the period involved.

10. It is agreed with respect to this grievance and arbitration procedure that:

A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant.

B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to the timing will be subject to any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the City or by the Department shall be deemed denied at that step and the grievant may proceed to the next step. The failure of the grieving party to proceed on a timely basis to the next step shall bar the grievance.

C. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery or electronic mail

during the hours of 8:00 a.m. until 4:30 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be required for compliance with prescribed time limits if the designated official is not personally available for service.

11. Bargaining unit employees and/or the Union may not avail themselves of the grievance and arbitration procedures set forth in this Agreement with respect to any matters which are not expressly covered by this Agreement, such as employee discipline.

12. The filing of a lawsuit or an administrative charge/complaint shall bar the filing of a grievance, and/or operate as an automatic withdrawal of a previously filed grievance, arising out of the same operative facts as the lawsuit or the administrative charge/complaint.

ARTICLE 12
WAGES

1. Bargaining unit employees have already received their Fiscal Year 2023-2024 pay increases. No further pay increases will be provided for Fiscal Year 2023-2024, except as provided below.

2. Upon ratification of this Agreement by both parties, bargaining unit employees will be assigned hourly rates of pay by dividing their current salary by 2912 hours. Thereafter, bargaining unit employees will be treated as 2756-hour employees.

3. The range minimums and maximums for the classification of Fire Lieutenant for the duration of this Agreement shall be \$20.9333 minimum and \$31.4707 maximum.

4. Upon ratification of this Agreement by both parties, bargaining unit employees will be provided a 2% increase to their base rate of pay.

5. Bargaining unit employees who are certified and protocolled paramedics shall receive paramedic pay of \$9,975 (\$3.6194 per hour) annually so long as they remain certified and protocolled in good standing. Upon ratification of this Agreement by both parties, Mike Buschor, Jordan Burkholder, and Jerry Donaldson will receive an additional \$1,000 (\$0.3628 per hour) in annual paramedic pay that will be reflected as an increase in their hourly rate of pay. Paramedic pay shall not count against the pay range maximum. Additionally, Mike Buschor, Jordan Burkholder, and Jerry Donaldson will receive a one-time \$2,000 lump sum payment not added to their hourly rate of pay in lieu of any retroactive paramedic pay. Employees receiving paramedic pay cannot voluntarily relinquish their paramedic status absent prior written approval from the Fire Chief.

6. Upon ratification of this Agreement by both parties, the following bargaining unit employees shall be provided the following pay adjustments added to their base hourly rate. These pay adjustments shall not count against the pay range maximum.

- A. Chad Williamson - \$4,200 (\$1.5239 per hour)
- B. Mike Buschor - \$6,300 (\$2.2860 per hour)
- C. Brad Carroll - \$6,300 (\$2.2860 per hour)
- D. Jordan Burkholder - \$6,300 (\$2.2860 per hour)
- E. Jerry Donaldson - \$5,250 (\$1.9049 per hour)

7. Employees promoted to Lieutenant shall continue to receive a 10% pay increase or the minimum of the Lieutenant pay range, whichever is greater.

ARTICLE 13
BARGAINING UNIT BUSINESS

1. Bargaining Unit members shall be paid by the City only when they perform assigned fire and rescue duties and/or work directed by the City. To the extent that these employees wish to perform Bargaining Unit duties (such as attending Union conventions, conferences, meetings, etc., or other activities agreed upon by the City) during their normal work schedules, they may utilize annual leave or shift exchange; provided, however, that they comply with the rules otherwise applicable to such leave and shift exchanges. A grievant (other than the Bargaining Unit) may attend the grievance set forth in steps one through two of Article 14 of this Agreement without having to utilize annual leave or shift exchange, if the City schedules the meetings during the grievant's regular working hours. The City will attempt to schedule the grievance meetings set forth in steps one through two of Article 11 of this Agreement during the grievant's regular working hours. A grievant may have a Bargaining Unit representative at these meetings; however, the City shall not be obligated to pay the Bargaining Unit representative, unless the meetings are held during that person's scheduled hours of work.

2. The Bargaining Unit may hold regular Bargaining Unit meetings at the fire station, provided they are scheduled in advance with the Fire Chief. These meetings must not interfere with Fire Department emergency incidents and must be conducted between the hours of 1700 to 2200 hours.

ARTICLE 14
ANNUAL (VACATION) LEAVE ACCRUAL

1. Bargaining unit employees shall accrue annual leave at the rate of 11.2 hours per month of employment.

2. A bargaining unit employee who is hired on or before the 15th day of the month shall accrue 11.2 hours annual leave for that month. A bargaining unit employee who is hired after the 15th day of the month shall not accrue annual leave for that month.

3. Bargaining Unit members shall accrue annual leave based on their years of employment in accordance with the following chart.

	0-6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	15 Years	20+ Years
Hours per Month (2912 hour per year schedule)	11.20	12.13	13.07	14.0	14.93	15.87	16.8	18.9	21.99

4. The maximum annual leave accrual for bargaining unit employees that can be carried over from year to year is 552 hours. Accrued leave in excess of 552 hours at the end of the last day of the month of their full-time hire anniversary date shall be forfeited. Bargaining unit employees who have more than 552 hours of accrued annual leave as of the effective date of this Agreement will have the leave in excess of 552 hours placed in an excess annual leave account to be used in the same manner as other annual leave.

5. The use of annual leave in conjunction with a bargaining unit employee's anticipated separation from employment is subject to the prior written approval of both the Fire Chief and the City Manager and is limited to 240 hours.

6. Bargaining unit employees who retire or resign in good standing shall receive payment of accrued unused annual leave not to exceed 200 hours. Accrued leave in excess of 200 hours shall be forfeited at the time of separation from City employment.

ARTICLE 15
HOLIDAYS

1. The following holidays are authorized as official City holidays:

New Year's Day

Martin Luther King's Birthday (Observed)

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Thanksgiving Friday

Christmas Eve

Christmas Day

Personal Holiday

2. Bargaining unit employees who work on an official City holiday shall be paid at one and one half (1.5) times their regular hourly rate for time worked on the calendar date of that holiday.

3. Bargaining unit employees who are assigned to work a 2912 hour per year schedule shall be eligible for one hundred forty-four (144) hours paid time off for holidays at their regular rate of pay. One hundred forty-four (144) hours paid time off shall be credited to these members each year on October 1st and can be used from October 1st to September 30th each year. Unused paid time off is not eligible to be carried over from year to year and is forfeited at the end of the fiscal year.

4. Paid time off for holidays will only be approved when it does not disrupt the essential services of departmental operations and does not create an overtime expense for the City.
5. Paid time off for holidays shall be charged in no less than four (4) hour increments.
6. Paid time off for holidays will not be approved following resignation or during the last two (2) weeks of employment and is not eligible for reimbursement upon separation from the City.
8. During the initial twelve (12) months of their employment with the City, bargaining unit members are not entitled to paid time off for holidays.
9. Bargaining unit employees who satisfactorily complete their initial probationary period shall be credited 10 hours paid time off for each month remaining in the fiscal year, from the date they completed their probation until October 1st.
10. Paid time off for holidays shall not count as hours worked for overtime purposes.

ARTICLE 16
SICK LEAVE ACCRUAL

1. Bargaining unit employees who are assigned to work a 2912-hour schedule shall accrue 24 hours sick leave for the first month of employment, 0 hours for the second month and then beginning with the third month of employment, 12.0 hours per month of employment.

2. Bargaining unit employees who are assigned to work a 2912-hour per year schedule and who is hired on or before the 15th day of the month shall accrue 24 hours sick leave for that month. A bargaining unit employee who is hired after the 15th day of the month shall not accrue sick leave for that month, but will begin accrual as specified in Section 1 above with the following month.

3. Payment for accrued sick leave upon separation from employment shall be in accordance with Section 6.04(F) of the City's Personnel Rules and Regulations.

ARTICLE 17
SANITATION, MAINTENANCE, UPKEEP AND CLOTHING ALLOWANCE

1. The City agrees to supply and make available reasonable materials for day-to-day maintenance, cleaning and upkeep of the fire station. The City also agrees to supply reasonable items, as determined by the Fire Chief, necessary to maintain the satisfactory condition of the living quarters.

2. Personal Protective Equipment and Clothing Allowance

Definitions:

Clothing Allowance is defined as the amount of money an employee is awarded annually to spend towards the maintenance and replacement of their personal uniform inventory through a vendor, which will be selected and identified by the Department.

- a. All employees will receive the set clothing allowance every October 1st.
- b. There is no unused carry over option.
- c. New hires will receive the set clothing allowance as listed under process within this article.
- d. Clothing allowance is set at \$600 including footwear. Vendor shall be the organization or business that the Department selects to maintain and administer its clothing allowance program. The vendor and list of items and clothing available and approved to be purchased with the clothing allowance shall be listed on "Table 2 - Available Uniform and PPE Items" of this article.

PPE or personal protective equipment is listed as equipment required by personnel to perform their duties safely and efficiently. Damaged PPE will be replaced as needed by the Department unless it is determined that there is gross negligence on the employee's part.

3. Process:

Upon employment, a new hire Fire Lieutenant will receive the personal protective equipment and clothing as listed within "Table 1 - New Hire PPE and Uniform Detail" of this

Article.

All bargaining unit employees shall receive an annual Clothing Allowance as listed in definitions. The intent of this allowance is for the replacement and maintenance of an employee's personal uniform inventory. It is understood that any additional cost in excess of the set amount will be incurred by the employee at the time of purchase from the vendor.

Items which are available for purchase via the vendor and clothing allowance process can be changed and addressed as needed with the approval of the Fire Chief. Changes and additions that are approved shall be posted through email.

New hires will be eligible for a uniform allowance at the following rates:

- a. If an individual is hired before the April 1st in any given cycle, they shall receive 50% of clothing allowance in addition to the initial uniforms and personal protective equipment received at the time of hire.
- b. If an individual is hired on or after April 1st then they will have to wait for the next cycle before receiving a uniform allowance.

It is understood that the Fire Chief has the latitude to approve the purchase of uniforms and personal protective equipment beyond the clothing allowance.

4. Separation:

Upon termination of employment with the Department, all issued articles of clothing and equipment will be returned by the employee to the Department. The cost of unreturned items may be deducted from the final check at what would be considered current cost of replacement.

Employees that serve 20 or more years with the Department and separate under good standing may be allowed keep their issued helmet as a memento and appreciation for their service with the Department.

Table 1 - New Hire PPE and Uniform Detail

Item Description	Additional Info	Sorting Factor	Amount
Work Pant	TruSpec	Issued	2
Button-up Short Sleeve	Additional \$7 for zipper in price	Issued	1
Button-up Long Sleeve	Additional \$7 for zipper in price	Issued	1
Tie (Black)	Clip on or regular	Issued	1
Hat (Dress)		Issued	1
Belt (Dress)		Issued	1
Duty Belt		Issued	1
Short Sleeve Tee Shirt	Regular Tee	Issued	5
Long Sleeve Tee Shirt		Issued	2
Duty Shorts	TruSpec	Issued	2
Sleep Work/Short		Issued	2
Baseball Cap		Issued	1
Set of rank insignia		Issued	2
Badge		Issued	2
Metal Name Plate		Issued	2
Work Jacket	Winter Jacket	Issued	1
SCBA Mask	MSA	PPE	1
Work Gloves	Extrication type	PPE	1
Fire Gloves		PPE	1
Bunker Coat and Pant		PPE	1
Bunker Boots		PPE	1
Fire Helmet and Shield		PPE	1
Nomex hood		PPE	2
Suspenders		PPE	1
Dress Coat/Pants	Employee will return the jacket and reimburse the City for the cost of the jacket if employee does not complete the initial probationary period	Issued	1
Duty Footwear	Boot or Shoe	Issued	1
Brush Boot	Safety Boot	PPE	1
Two Piece Brush Gear		PPE	1
Rain Coat/Gear		Issued	1

Table 2 - Available Uniform and PPE Items

Item Description	Additional Info	Sorting Factor
Collard Polo		Optional
Work Pant	TruSpec	Issued
Button-up Short Sleeve	Additional \$7 for zipper in price	Issued
Button-up Long Sleeve	Additional \$7 for zipper in price	Issued
Tie (Black)	Clip on or regular	Issued
Belt (Dress)		Issued
Duty Belt (TRT)		Optional
Short Sleeve Tee Shirt	Beefy Tee	Optional
Short Sleeve Tee Shirt	Regular Tee	Issued
Long Sleeve Tee Shirt		Issued
Duty Shorts	TruSpec	Issued
Sleep Work/Short		Issued
Sweatshirts		Optional
Baseball Cap		Issued
Rain Gear/Coat		Optional
Set of rank insignia		Issued
Badge		Issued
Metal Name Plate		Issued
Work Jacket	Winter Jacket	Issued
SCBA Mask	MSA	PPE
Work Gloves	Extrication type	PPE
Fire Gloves		PPE
Bunker Coat and Pant		PPE
Bunker Boots		PPE
Fire Helmet and Shield		PPE
Nomex hood		PPE
Suspenders		PPE
Dress Coat	Issued after end of probation	Issued
Duty Footwear	Boot or Shoe	Issued
Brush Boot	Safety Boot	PPE
Two Piece Brush Gear		PPE

Issued=Items that are listed as New Hire Items

PPE=Items that can be purchase but are considered PPE

Optional=Items that are not issued but are approved for purchase via vendor program

ARTICLE 18
HEALTH, LIFE AND DENTAL INSURANCE

1. The City shall provide health, life and dental benefits (including related insurance) to the bargaining unit employees under the same terms and conditions as are applicable to other City employees. If the City should change the terms and conditions of the aforesaid benefits, including but not limited to employee premiums and benefits, the employees covered hereunder will be subject to such changes on the same basis as other city employee.

2. Bargaining unit employees are required to participate in an annual wellness examination by a company, process or method as determined by the Fire Department. The wellness examination shall include the following and the result of which shall be provided to the Department of Human Resources upon completion of the examination.

- a. Complete examination of all their body parts
- b. Complete blood count
- c. Complete metabolic panel
- d. Lipid panel
- e. If male and over 40 years old, PSA
- f. Chest x-ray
- g. EKG
- h. Spirometer
- i. Pure tone audiometry air
- j. Urinalysis
- k. Automated hemogram
- l. TB intradermal test (Optional)
- m. Hepatitis C AB test

ARTICLE 19
WORK STOPPAGES

1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, picketing of the residence of public officials, or other job actions or refusal to perform assigned work authorized by this Agreement by the employees covered under this Agreement.

2. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City.

3. The Bargaining Unit recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large.

ARTICLE 20
PENSION

1 Bargaining unit employees shall be provided pension benefits through the City of Eustis Municipal Firefighters' Pension and Retirement System as codified in Chapter 70, Article III of the Code of Ordinances, unless specifically altered herein, which includes the following:

- A. Member Contributions- Beginning the effective date of this Agreement, bargaining unit employees shall contribute between 4.0% and 7.5% of their annual compensation to the Firefighters' Pension and Retirement System. The members contribution percentage shall be calculated based on the members paying 16% of the City's required contribution percentage as determined by the Pension and Retirement System's actuary as of October 1 of each year.
- B. Normal Retirement Benefits- Bargaining unit employees hired after the date of ratification of this agreement will receive a 3% multiplier of average final compensation times credited service. No change in the current 4% multiplier will impact any bargaining unit employee hired before the date of ratification of this Agreement.
- C. Disability Benefit- The Firefighters' Pension and Retirement System shall be amended to provide that the bargaining unit employees' base disability pension rate will be 45% and increased by 2% each full year of the member's service, up to the maximum rate of service of 65%. The disability pension rate for a disability resulting from malicious or intentional acts against the bargaining unit member on duty or from active firefighting, or from a non-preventable traffic crash shall remain at 65%.

ARTICLE 21
EMPLOYEE TESTING

1. Bargaining unit employees will be subject to drug testing utilizing the procedures set forth in the City's Drug Free Workplace Policy.

2. The City maintains the right to require any bargaining unit employee, at the City's expense, to undergo a fitness-for-duty test (physical and/or psychological) with a City-selected healthcare provider based on the Fire Chief or designee's articulable concern that the employee may not be fit for duty. Additionally, the City maintains the right to require any bargaining unit employee, at the employee's expense, to provide a fitness-for-duty clearance from their healthcare provider to return to work after an being absent due to a physical and/or psychological ailment or condition, or to return to full duty from modified or light duty.

ARTICLE 22
TOBACCO USE

1. It is understood that smoking and/or the use of any and all tobacco or nicotine products is a known hazard to the health of bargaining unit employees. The purpose of this Article is to reduce the number of health insurance claims related to the use of tobacco and nicotine products and to provide bargaining unit employees the benefits of the Florida cancer presumption for firefighters.

2. All bargaining unit employees must abstain, as a condition of employment, from the use of tobacco, nicotine, and tobacco or nicotine products, including vaping, both on-duty and off-duty.

ARTICLE 23
ENTIRE AGREEMENT/DURATION

1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

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 no later than June 1st, 2024, or prior to the termination date of this Agreement. In the absence of an official notice by either party of its desire to modify, amend or terminate this Agreement, this Agreement shall automatically renew for an additional year, and from year to year thereafter, until timely notice by June 1st of the extended contract year is given of a party's intent to renegotiate this Agreement. Should June 1st fall on a Saturday or Sunday, the official notification of a desire to negotiate must be given in writing no later than the Monday following that weekend. Following receipt of such notice, unless there is a mutual agreement to the contrary, the City and the Union shall commence negotiations.

3. Nothing herein shall preclude the parties from mutually agreeing in writing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

4. This Agreement shall become effective on the ratification of this Agreement by both parties or the beginning of the first pay period after October 1, 2023, whichever is later, and

shall remain in effect until September 30, 2024, unless this Agreement is extended pursuant to paragraph 2. This Agreement supersedes all other agreements between the parties.

SIGNATURE PAGE

FOR THE CITY:

FOR THE UNION:

City Manager

President Local 4731

Date

Date

Human Resources Director

Representative Local 4731

Date

Date

ATTEST:

Approved by the Eustis City Commission by Resolution _____ on the _____ day of

_____.