

AGREEMENT
BETWEEN
THE CITY OF GREENACRES
AND

The Professional
Firefighters/Paramedics of
Palm Beach County,
Local 2928, IAFF, Inc.



SUPERVISORY BARGAINING UNIT

October 1, 2023 – September 30, 2026

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ARTICLE 1
PREAMBLE

This Agreement is entered, into by and between the City of Greenacres, Florida hereinafter referred to as the "City" and the Professional Firefighters/Paramedics of Palm Beach County Local 2928, IAFF, Inc., hereinafter referred to as the "Union". It is the purpose of this Agreement to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment between the City and the bargaining unit represented by the Union, hereinafter referred to as "members" or "employees".

ARTICLE 2 RECOGNITION

Section 1

The City hereby recognizes the Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2

The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1979 granted by the Public Employees Relations Commission on July 30, 2020, comprised of all Battalion Chiefs. All other employees of the City of Greenacres are excluded from the bargaining unit.

Section 3

The parties agree that from time-to-time changes are required to the list of classifications/positions/titles that are "included" and "excluded" from this bargaining unit as noted in PERC Certification Number 1979. The parties agree that they collaborate and jointly file, if possible, for clarification of the unit certification with the Public Employees' Relations Commission to correct the unit certification based any future changes.

Section 4

The City shall send notices and communications with respect to changes to bargaining unit members' wages, hours, and terms and conditions of employment to:

Professional Firefighters/Paramedics of Palm Beach County Local 2928 IAFF, Inc.
2328 S. Congress Avenue Suite 2C
West Palm Beach, FL 33406

**ARTICLE 3
NON-DISCRIMINATION**

Section 1

There shall be no discrimination against any employee covered by this Agreement solely because of Union activities protected by F.S. 447, or because of membership, non-membership or office held in the Union.

Section 2

The parties recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is an addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

**ARTICLE 4
DUES DEDUCTION**

Section 1

Upon receipt of a lawfully executed written authorization form from a bargaining unit member, the City agrees to deduct the current regular association dues deduction and one additional deduction as elected by the bargaining unit member biweekly and remit such deduction to the Secretary-Treasurer of the Union within fifteen (15) working days from the date of deduction. Each Fiscal Year, The Union shall notify the City, in writing, the amount to be deducted from each employee and shall notify the City, in writing, thirty (30) days prior to any change. Deductions may be percentage based. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature.

Section 2

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the City's finance director with a copy to the Union.

Section 3

The Union may change the amount of dues (including a program or benefit) one time per Fiscal Year, per employee. The City may deduct \$100.00 from dues, per employee, for any changes thereafter.

Section 4

The Union agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the City of Greenacres to deduct from my wages each pay period an amount equal to the current regular biweekly dues of the Union and the cost of any additional programs or benefits elected by me and to transmit this amount to the Secretary-Treasurer of the Professional Firefighters/Paramedics of Palm Beach County, Local 2928 IAFF, Inc.

Date:
Name:
Address:
Signature:

INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the City of Greenacres to stop deducting from my wages each pay period the current regular biweekly Union dues of the Professional Firefighters/Paramedics of Palm Beach

County, Local 2928 IAFF, Inc. A copy of this revocation has been forwarded to the Secretary-Treasurer of the Union.

Date:

Name:

Address:

Signature:

Section 5

The Union shall hold the City harmless against any and all claims, demands, and liabilities of any kind whatsoever arising from any action taken or not taken by the City, its members, officials, agents, or representatives in complying with this Section or in reliance upon any notice, letter, or written authorization supplied to the City pursuant hereto.

ARTICLE 5 MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects, provided that the exercise of such right does not have the practical effect of violating specific terms of the Agreement. The rights of the City shall include but not be limited to the following:

1. To determine the organization of City Government.
2. To determine the purpose of each of its constituent departments.
3. To exercise control and discretion over the organization and efficiency of the operations of the City.
4. To maintain the sufficiency of the operations of the City and to set standards for service to be offered to the public.
5. To manage and direct the employees of the City, including the right to assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.
6. To hire, examine, classify (subject to language in this agreement), promote, train, transfer, assign, and schedule employees in positions with the City.
7. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for cause.
8. To increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duty because of lack of work, lack of funds, or any other reason not prohibited by Law.
9. To determine and establish internal security practices, including the right to search all areas of City property (e.g., lockers, computers) and personal effects based upon reasonable suspicion.
10. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased and the right to contract and subcontract existing and future work.
11. To determine the number of employees to be employed by the City.
12. To establish, change, or modify the number, types, and the grades of positions or employees assigned to an organization, department or division thereof, or project.
13. To establish, change or modify duties, tasks and responsibilities or requirements of positions within the City.
14. To establish and revise or discontinue policies, rules, practices, programs, or procedures in Council Policies, Administrative Policies, and/or the Greenacres City Manual of Personnel Policies.

In the event that civil emergency conditions exist, the provisions of this Agreement may be suspended in accordance with the Public Employees Relations Act, as long as pay, benefits and just cause discipline shall remain in effect throughout.

ARTICLE 6
FIREFIGHTERS' BILL OF RIGHTS

The City agrees to comply with the provisions of the Firefighters' Bill of Rights, Sections 112.82 and 112.83, Florida Statutes. Members shall have only those rights and remedies provided by the statute and court decisions interpreting it.

The City agrees to comply with the provisions of the Firefighters Cancer Benefit, Sections 112.1816, Florida Statutes.

ARTICLE 7
UNION REPRESENTATION

Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party.

If any employee member of the bargaining committee is on duty during negotiation sessions, he/she may attend and participate in said sessions with no loss in pay if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee.

A Union representative may attend two (2) union meetings per month for up to four (4) hours, and any other emergency meeting scheduled during contract negotiations, without loss of pay, and if approved in advance by the Fire Chief or his/her designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Fire Chief or his/her designee and shall not unreasonably be denied.

The City Manager and Fire Chief shall be notified in writing when there is a change to the appointed Union Representative(s).

ARTICLE 8 UNION BUSINESS

Section 1

The Union agrees that there shall be no solicitation of City employees for membership in the Union, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of Union or affiliated Union literature or any other solicitation activity of the Union during the working hours of City employees; provided, however, that this Section shall not be construed to prohibit communication of official Union business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period.

The Fire Chief will designate the following bulletin board location in the Fire Rescue Department for the use of the Union bargaining unit herein covered:

- a) Kitchen – Station #94
- b) Hallway into bays – Station #95
- c) Location to be determined - Station #96

The Union may post meeting notices and special information notices on the bulletin boards for a period not to exceed thirty (30) days. Such notices may include notices of Union meetings, notices of Union elections, notices of Union appointments to office, notices of Union recreational and social affairs and Union newsletters. All notices shall be submitted to the Fire Chief or his/her designee for review prior to posting. Permission to post notice shall not be unreasonably withheld.

All costs incidental to preparing and posting of Union material will be borne by the Union.

Section 2

A Union Representative shall be allotted a reasonable amount of time with a minimum of 30 minutes to meet with all new employees during the first week of employment, for the purpose of explaining the Union's role as the Florida certified collective bargaining representative, and to answer any questions regarding the Collective Bargaining Agreement.

Section 3

Any time an investigation is completed, upon request, the Union shall be provided the entire investigative file, together with any proposed discipline, regardless of any bargaining unit member's right to such records. The documents shall be provided to the Union at no cost.

Section 4

There shall be created a pool of time known as Union Time Pool (UTP). Each employee who is covered by this agreement shall contribute four (4) hours of vacation time during the first full pay period of October each year. An employee who is not a member of the Union and who does not

wish to participate in the funding of the UTP may opt out of this program by providing written notice to both the City and the Union by September 15 of each year. The Union Time Pool (UTP) may be used for Union business upon approval by the by the Union president or his/her designee.

Authorization by the Union President or designee for an employee to use the Union Time Pool must be submitted and approved in writing before such assignment is effective. The Union Time Pool shall be charged in one (1) hour increments. There will be no cost to the City for any time off related to the use of the Union Time Pool. If time off for use of the Union Time Pool requires a replacement employee who receives overtime pay, the Union Time Pool shall be charged one and one-half hours for every hour worked by the replacement employee.

A minimum of one (1) hour UTP shall be taken by an approved employee. A maximum of three (3) members may be approved at any one time unless staffing requirements prohibit such request.

Use of the Union Time Pool shall be subject to approval of the Fire Chief and or his/her designee. Approval shall not be withheld unreasonably. Under normal circumstances, the Union President or designee shall provide the Fire Chief or designee at least seventy-two (72) hours-notice before the requested use of the Union Time Pool.

ARTICLE 9 SENIORITY

Section 1

Seniority shall be defined as the total length of continuous service in the Fire Rescue Department and shall be computed from the time of appointment. Seniority shall continue to accrue during worker's compensation leave, holidays, vacation, funeral leave, compensatory leave, military leave, UTP Leave, and sick leave approved by the City. Leaves of absence without pay, either approved or otherwise, shall not count towards the accrual of seniority. Seniority for purposes of shift and station selection shall be defined as continuous service in a job code. The Labor Relations committee shall create a bid policy no later than October 1, 2024, unless otherwise agreed by the Union President and Fire Chief, for approval by the Fire Chief. Once completed, the policy may be amended by mutual agreement between the Fire Chief or designee and Union President. Seniority for purposes of vacation and Kelly days shall be defined as continuous service in the Fire Rescue Department.

Section 2

Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement excluding DROP
3. Resignation
4. Is absent for three (3) consecutive working days without notification to and approval by the City. An employee may be reinstated to his/her position if the position is still vacant, by a showing of good cause to the Fire Chief, subject to the review of the City Manager, of why notification was not possible within three (3) days.
5. Failure to report to the City Manager's Office intention of returning to work within ten (10) days of receipt of recall as verified by Certified Mail, Return Receipt.
6. Failure to report to work at the termination of a leave of absence without pay.
7. Failure to report from Military Leave within the time limits prescribed by law.

Section 3

The City agrees that seniority shall govern the following matters:

1. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority. Such lay-offs will be accomplished within the established rank structure.
2. Any employee of rank shall be permitted to drop a grade in rank to preclude layoff consistent with his or her seniority.
3. Employees shall be called back from lay-off according to their seniority. Such call backs will be accomplished within the established rank structure in Section 3-1 of this article.
4. Such actions will incorporate a certified letter to the employee who will specify a ten (10) day time limit for reply as to whether or not he/she wishes to be considered for his/her

old position. In any event, no position will be held open longer than ten (10) days after the receipt of the certified letter advising that his/her old position is being held for them.

Section 4

The City shall have the right to determine the means of effectuating necessitated layoffs. The City may impose general across-the-board layoffs, potentially affecting all members of the Bargaining Unit equally, regardless of classification. The City may impose layoffs which may impact specific classifications only, or other layoff formats that the City chooses in order to operate and manage its affairs in all respects.

Section 5

Laid off employees who are qualified for an existing opening in the Fire Rescue Department of the same or lesser rank than their former position which they previously held and remain qualified for (including retaining required certifications) will be recalled for up to one (1) year from the time they are laid off. Laid off employees shall be recalled in reverse order in which they were laid off. In the event of a recall, the City shall notify the employee at their last known address of record with the City by certified mail, return receipt, of such recall and give the employee ten (10) days to reply. It is the responsibility of the employee to keep his/her current address on file with the City. No position shall be held open for an employee for more than ten (10) days after he/she has received the Notice of Recall.

**ARTICLE 10
DRUG FREE WORKPLACE**

Section 1

Drug tests may be administered by the City pursuant to the drug-free workplace program; Section 440.102, Florida Statutes; and the City of Greenacres Drug- Free Workplace Policy which may be amended by mutual agreement by the Union President and the City Manager or their designees.

Section 2

All positions in the bargaining unit are agreed to be safety sensitive positions, including but not limited to regular and probationary Battalion Chiefs employed by the City shall be subject to random screening for the presence of alcohol or drugs.

Section 3

The City will contract with an independent company to conduct one (1) random alcohol/drug screening tests each month from among this bargaining unit and the Rank and File bargaining unit.

One (1) primary name and one (1) alternate will be randomly selected by the testing company.

All employees shall be tested while on duty. Upon notification, the employee shall immediately report to the drug testing facility, accompanied by Fire Rescue Administration or their designee.

No employee shall be randomly tested more than three (3) times in the City's fiscal year.

Section 4

All individuals are prohibited from smoking, using tobacco products, and/or using simulated smoking devices. Employees who violate this policy may be subject to disciplinary action. For purposes of this Article, "tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, "dip", and pipe smoking. A "simulated smoking device" includes, but is not limited to, electronic cigarettes, electronic pipes, or other devices intended to resemble or having the appearance of a cigarette, cigar, pipe, or other tobacco product.

**ARTICLE 11
LEAVE POLICY**

Section 1

Leaves shall be in accordance with the procedures and policies of the City of Greenacres Manual of Personnel Policies, except as modified below.

Section 2

An employee is eligible for vacation leave with pay the first payroll period beginning on or after the employee completes six (6) months of continuous service at which time the employee shall be credited with their first year of accruals.

Paid vacation for bargaining unit employees shall accrue following their 1 year anniversary in accordance with the following schedule on a bi-weekly basis:

	<u>24/48 Hour Employees</u>	<u>Other Employees</u>
6 months-5 years	4 shifts	80 hours
6-10 year	6 shifts	120 hours
11-15 years	8 shifts	160 hours
16 or more years	10 shifts	200 hours

In the first week of October, the Department will advise employees of the available vacation time based on scheduling and staffing concerns. First round selection of vacation must be made between October 16th and October 31st. Selection will be made by seniority in rounds. Round one vacation must be in increments of at least one (1) week (40 hrs. or 48 hrs.). If an employee wants to select more than one (1) week of vacation during round one, additional weeks must be taken consecutively with the first week. After all employees have made their round one selection, Round 2 selection of vacation will take place November 1st thru November 15th. After Round 1 and Round 2, employees may select any remaining vacation time on a first come, first served basis. First and second round vacation selections may only be cancelled up to twenty-one (21) days in advance of the requested leave.

Section 3

All requests for vacation shall be made at least three (3) days in advance from the start of the requested day. The Fire Chief or his/her designee may at his/her discretion approve vacation time inside of the three (3) day time period if no coverage is needed. Vacations may be canceled in the event of an emergency as determined by the City.

Section 4

In the event that a shift is at minimum staffing levels, leave requests will be limited to one supervisory position per shift and two (2) non-supervisory positions per shift utilizing vacation time in accordance with this Agreement.

Section 5

In the last pay period of August each year, vacation time in excess of two hundred sixteen (216) hours up to two hundred forty (240) hours (this creates a twenty-four (24) hour buyback possibility) shall be paid out at the employee’s current rate of pay. The payment of leave upon separation and the financial hardship vacation buy-back of vacation leave, or any other payment for vacation leave, shall be governed by the City’s policy in the employee handbook as enacted and amended from time to time, except as modified herein. In the event of any such payment, this shall be a separate payment and will have all applicable deductions taken out through the City’s normal payroll process.

Section 6

All employees shall be covered by the sick leave policy maintained in the City’s Manual of Personnel Policies, except as modified by this Agreement.

Fire Rescue employees assigned to work 24 hour shifts shall accrue sick leave at the rate of one-third shift each month, for a total of four (4) shifts per year.

Employees utilizing sick time must notify the department via the department approved staffing program.

In the paycheck for the last pay period of each fiscal year bargaining unit employees who have accrued more than 960 hours of sick leave shall be cashed out for all hours above 960 at their regular rate per hour. Employees may use up to 24 hours annually of accrued sick leave as personal leave. Personal leave shall be taken in increments of 2 hours and limited to one person per shift. Personal time must be approved by the Fire Chief or designee and shall not cause overtime. This 24-hour converted time shall be treated as sick leave for overtime purposes. Employees may opt to receive compensation for one-half of the total number of hours accumulated above 480. This compensation shall be paid at one-half the employee’s regular rate per hour, such that for each half-hour of pay, one full hour sick leave will be deducted from the employee’s accumulated sick time.

Employees shall be covered by the following sick leave policy:

Years of Service	% of Sick Leave Payout
0 to 5	0%
5 to 10	25%
10+	50%
Normal Retirement*	100%

*When an employee is eligible for and applies for a retirement benefit under FRS or the City Plans

Section 7

Employees working a 40 hour, 5/8 schedule who take sick leave on a holiday, the regularly scheduled day before or the regularly scheduled day after a holiday shall not receive holiday pay. Employees working any other schedule who take sick leave on a holiday, the calendar day before or the calendar day after a holiday shall not receive holiday pay. Employees who work on a holiday shall receive holiday pay notwithstanding any sick leave taken. Bargaining unit employees shall receive eight (8) hours of holiday pay for each City approved holiday, currently 13 per year, whether or not the employee works on the holiday.

Section 8

Shift employees covered by this agreement will receive their holiday pay at straight time in one lump sum in September of each year in a separate payment with all applicable deductions.

The holiday pay benefit for those shift employees who work less than a full fiscal year shall be paid on a pro-rata basis for only those City approved holidays the shift employee has actually earned the holiday pay benefit under Article 11, Section 7 above. Payments shall be paid to shift employees who separate before the end of the fiscal year at the time of the employee's separation.

Section 9

The City reserves the right to require documentation supporting a request for bereavement leave.

40 hr. Employees will receive twenty-four (24) hours of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. In circumstances in which the funeral is scheduled to take place more than 250 miles from the City, the employee may request up to sixteen (16) additional hours of leave, which can be granted in the Fire Chief's sole discretion, with pay which shall not be charged against any other type of leave. The Fire Chief may request appropriate documentation for the need for funeral leave. Employees who need additional time off, regardless of where the funeral takes place, may apply for such leave with the use of vacation leave.

48 hr. Employees will receive twenty-four (24) hours of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. In circumstances in which the funeral is scheduled to take place more than 250 miles from the City, the employee may request up to twenty-four (24) additional hours of leave, which can be granted in the Fire Chief's sole discretion, with pay which shall not be charged against any other type of leave. The Fire Chief may request appropriate documentation for the need for funeral leave. Employees who need additional time off, regardless of where the funeral takes place, may apply for such leave with the use of vacation leave.

ARTICLE 12
INSURANCE

The City shall provide all bargaining unit members with the same insurance plans (health, dental, life insurance – this brief list is illustrative only and in no way limits or binds the City in providing any type of insurance, but merely states that types of insurance the City currently offers in a non-exhaustive fashion) and provide the same premium payment rates as non-bargaining unit City employees. The City’s insurance plans shall be uniform across all employees.

The City may alter coverage provided in this article only after providing the union with notice 10 days prior to the effective date of the change.

**ARTICLE 13
UNIFORMS AND EQUIPMENT**

Section 1

The City shall furnish uniforms to all bargaining unit members who are required to wear uniforms in the performance of their duties.

Section 2

Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an employee is acting in the performance of his/her official duties, shall be replaced by the City at no cost to the employee, provided the same is not the result of his/her negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Fire Chief or his/her designated representative.

Section 3 Fire Certified Personnel Uniforms

Effective October 1 of each year, non-probationary fire certified personnel in the bargaining unit shall receive a uniform credit in the amount of five hundred (\$500.00) dollars to be used for the purchase of approved items from the City's selected vendor which may include, but is not limited to, approved uniforms, approved work-related equipment, approved class A uniform, and approved bunker gear bags. The City shall provide needed firefighting gear to firefighters and uniforms to newly hired probationary employees as listed herein. Effective October 1 of each year following completion of probation, the employee will be provided a five hundred (\$500.00) dollar uniform credit to be used for the purchase of approved items. In the event a unit member loses brass, badges, or any other official identifier, the unit member must immediately report the missing items to the department. The ability to utilize the \$500.00 uniform credit for such items will be made on a case-by-case basis in the discretion of the department. The uniform credit account will close, and all orders must be placed by August 1 of each year.

In the first year of the current contract the city agrees to pay the cost of 1 full class A uniform including pants for all non probationary employees.

ARTICLE 14 WORKWEEK

Section 1

Except in the event of an emergency, the City reserves the right to change regular shift (A, B, or C) assignments upon seven (7) days' notice. The Department may not change individual shift assignments solely to avoid payment of overtime.

Fire Rescue employees assigned to work 24 hour shifts shall work an average of 48 hours per week over a 21 day work period that includes a 24 hour shift off (Kelly day) every seventh (7th) shift.

The Department will advise employees of the available Kelly days based on scheduling and staffing concerns. Employees will rank each day of the week by order of their preference (1 to 7), and Kelly days will be determined on the basis of seniority. There will be a maximum of one (1) Battalion Chief off per shift. Battalion Chiefs will not have the same Kelly day as either of the Captains assigned to their shift. The Kelly day selection process will begin again October 1 of each year. Kelly days will take effect the first full three (3) week pay cycle in each January.

Section 2

Employees shall be paid at an overtime rate for all hours worked outside their regularly scheduled work hours.

Section 3

Off-duty employees called out to work shall be paid a minimum of three (3) hours overtime.

ARTICLE 15 SHIFT EXCHANGE

Section 1

Employees may exchange shifts or parts of shifts with another employee in the same classification (job code) with prior approval of the immediate supervisor of the employee requesting the exchange. Approval for exchanges of time shall not unreasonably be denied. All employees seeking to swap shifts must have 36 hours of sick leave accruals available prior to and during each shift on which a swap is to take place in order to be able to comply with Section 3 below. If any requesting employee falls below 36 hours of accrued sick leave, the remaining requested shift swaps will be placed on hold until the sick leave bank accruals are replenished to 36 hours or will be cancelled. Probationary employees cannot participate in shift swaps. The Fire Chief or designee has the discretion to allow exemptions to this paragraph in extenuating circumstances.

Section 2

Shift exchanges must be accomplished within twelve (12) months. Shift exchanges shall not result in the City incurring overtime liability it would not otherwise incur.

Section 3

Employees are responsible for making all exchanges, subject only to approvals as described above. An employee who accepts a shift exchange is responsible for working that exchange, and will be subject to disciplinary action for non-attendance. If the employee who is scheduled to work a shift exchange does not report to work or is absent from any work time during that scheduled shift exchange, that employee will be charged the time from his/her leave accruals required to cover his/her absence, which shall be charged to the employee's accruals at the time and one-half rate if any overtime costs are incurred by the City to obtain coverage for that employee. An employee whose accruals are charged shall also remain subject to disciplinary action for non-attendance.

Section 4

Employees must work their end of all exchanges, and compensation in any other form may not be used to repay an exchange. If an employee quits and owes other employees exchanged shifts, the employees affected are not owed any compensation from the City.

Section 5

Shift exchanges for educational purposes will not be denied if they otherwise meet the requirements of this Article.

Section 6

Kelly Days may be exchanged voluntarily between employees on a temporary or permanent basis as long as it does not create overtime. A Kelly Day may be exchanged for a vacant Kelly Day slot

provided that the exchange is made within one twenty-one (21) day work cycle. All Kelly Day exchanges must have prior approval by the Fire Rescue Division Chief or his/her designee.

**ARTICLE 16
SALARY PLAN**

Section 1

Promotions - Employees who are promoted to Battalion Chief will be placed at the lowest step providing an increase of at least five percent 5% above their current rate of pay or the highest step. The date the promotion becomes effective will become the employee's new anniversary date.

The City and bargaining unit agree to create a new Probationary Step (also known as Step 0) on the new salary schedule for probationary employees. Upon successful completion of the employee's probationary period, the employee will be slotted into step 1 of the new salary schedule.

Section 2

- A) First year; October 1, 2023 through September 30, 2024.
Attached to this agreement is a new salary schedule for 2023-2024 including a 5% across the board increase.

Effective upon ratification of this Agreement, each employee will be slotted into the new salary schedule at the first step which is equal to or greater than the employee's base annual wage as of September 30, 2020.

- B) Second Year: October 1, 2024 through September 30, 2025 including a 4% across the board increase.
The salary schedule for year two of this Agreement is attached hereto and shall be implemented.
- C) Third Year: October 1, 2025 through September 30, 2026 including a 3% across the board increase.
The salary schedule for year three of this Agreement is attached hereto and shall be implemented.

Section 3

Effective on the employee's anniversary date, the employee shall move to the next level on the salary plan. If an employee reaches the top of the salary plan, said employee shall receive no increase.

Section 4

Assignment Pay - Employees assigned to work in a position outside the bargaining unit shall have their regular rate of pay increased by 5% for all hours worked in such assignment.

Section 5

Employees with fifteen (15) or more years of service shall receive an annual payment of \$750.00, with all necessary and applicable deductions during the normal payroll process. This annual payment will be processed during the payroll period after the employee's anniversary date.

Section 6

Nothing in this Agreement will require the payment of wage increases of any kind after the expiration of the Agreement.

Section 6

The City and Union may agree to exercise a re-opener of Article 16, Section 2, of this Agreement for the limited purpose of re-negotiating the across the board increases provided therein, in the event the City realizes economic losses that render the across the board increases unaffordable. The City and Union shall agree to reopen between May 1, 2024, and 5:00 pm on June 1, 2024, to re-negotiate for the Second Year and between May 1, 2025, and 5:00 pm on June 1, 2025, to re-negotiate for the Third Year. These deadlines shall be strictly enforced. Failure to agree to re-open within the time frames established herein shall constitute a waiver of the City's right to re-open for that fiscal year.

ARTICLE 17
SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 18
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1

A grievance shall be defined as a dispute over the interpretation or application of the specific provisions of this Agreement.

Section 2

Should the City wish to press a grievance, such grievance must be presented to the Union for a response. The Union shall have ten (10) calendar days in which to submit a written response. The City may appeal the Union's response to arbitration pursuant to Section 4 of the procedure below.

Section 3

In a mutual effort to provide harmonious relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this agreement as follows:

- Step 1. The aggrieved employee or a union representative may present a written grievance to his/her Battalion Chief within ten (10) calendar days of the occurrence or knowledge of the matter-giving rise to the grievance. The Battalion Chief shall attempt to adjust the matter within his/her authority and respond to the party presenting the grievance within ten (10) calendar days.
- Step 2. If the grievance has not been satisfactorily resolved in Step 1, the Union representative and/or the aggrieved employee may appeal the grievance to the Fire Chief, within ten (10) calendar days after the time the response from the previous step is due. The Fire Chief shall respond, in writing, within ten (10) calendar days to the employee and Union.
- Step 3. If the grievance is not satisfactorily resolved in Step 2, the aggrieved employee or the Union may appeal the grievance to the City Manager, in writing, within ten (10) calendar days of the date the response was due in Step 2. The City Manager shall respond in writing within ten (10) calendar days to the employee and the Union.

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the parties. If the Union fails to advance a grievance within these time limits, the grievance will be treated as withdrawn with prejudice.

If the City fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due. For grievances relating to more than one (1) bargaining unit member, the Union may file a grievance on behalf of all affected Union members at the Step at which there is authority to resolve the grievance.

Section 4 Arbitration Referral

1. If the grievance is not resolved at Step 3 of the Grievance Procedure, the Union may, within (10) calendar days of the date of the response was due in Step 3, submit a request for arbitration to the City Manager. In general, grievances, either the Union or the City may request to take the issue or grievance to arbitration. For grievances filed by an employee or by the Union, the Union shall have the exclusive right to refer a grievance to arbitration except where the Union elects not to represent an employee due non-membership in the Union, in which case the employee may proceed in accordance with Chapter 447, Fla. Stat.
2. If the parties fail to mutually agree upon an arbitrator within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals from the Federal Mediation Conciliation Service (FMCS) shall be requested by either party, with a copy of the request sent to the other party. Within ten (10) calendar days after the receipt of the list, each party may reject one panel. The party rejecting the panel will pay for the next panel. Once a panel is approved, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The party bringing the grievance shall cross out the first name. Failure of the parties to select an arbitrator within thirty (30) calendar days of receipt of the panel from FMCS will be considered a withdrawal of the grievance with prejudice.
3. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
4. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any issues not submitted.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by law.
6. The arbitrator's fee and expenses shall be borne equally by the parties bringing the grievance.
7. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
8. The arbitrator shall be requested to tender his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the close of the hearing.
9. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievance shall have been first submitted in writing.
10. Upon receipt of the arbitrator's award, corrective action, if any will be implemented as soon as possible.

11. If either party to this agreement requests a copy of transcripts of the arbitration hearings, both parties will share equally the cost of such transcripts.
12. If the party requesting arbitration does not advance the prosecution of the case by, at a minimum, scheduling a date for the hearing, within 60 calendar days of the selection of the arbitrator or 120 calendar days of the grievance being advanced to arbitration, whichever shall last occur, the grievance shall be deemed withdrawn.

Section 5

Non-Probationary employees may appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges to arbitration under this Article. Notwithstanding the above, non-probationary employees may appeal to arbitration a second suspension of two days or less received within one year. Non-probationary employees may appeal lesser disciplinary penalties through Step 3 of the grievance procedure, and the City Manager's response shall be final. Newly hired probationary employees shall not have the right to appeal discharge.

ARTICLE 19 WORK STOPPAGES

Section 1

There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.

Section 2

Recognizing that Florida law prohibits the activities enumerated in Section 1 above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.

Section 3

It is recognized by the parties that the activities enumerated in Sections 1 and 2 above are contrary to the ideals of the professionalism and to the Fire Rescue Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article the City shall be entitled to seek and obtain legal and/or equitable relief available in any forum.

ARTICLE 20
PENSION

Section 1. All eligible unit employees shall continue to participate in existing City pension plans.

Section 2. Deferred Retirement Option Plan (DROP).

The pension benefits and employee contributions currently provided for bargaining unit members through the City of Greenacres Police Officers and Firefighters Retirement Plan will be maintained for the duration of this Agreement, except as provided below. The pension changes provided below will take effect on October 1, 2020, or upon implementation of the changes if later (the “effective date”), except as otherwise specified.

Deferred Retirement Option Plan

- A. A deferred retirement option plan ("DROP") shall be established for firefighters on the effective date. The DROP shall be part of the pension plan, and shall contain the following eligibility and participation provisions.
1. A member who attains normal retirement eligibility (age 55 with at least six years of credited service or 25 years of credited service regardless of age) shall be eligible to participate in the DROP. A member may defer participation in the DROP until age 59 or 33 years of service, whichever occurs first.
 2. A member must make a written election to participate in the DROP on a form provided by the City. A member's election to participate in the DROP shall be irrevocable.
 3. An eligible member may participate in the DROP for a maximum of 5 years.
 4. A member who elects to participate in the DROP shall be required to terminate City employment no later than the end of the maximum DROP period. A member who elects to participate in the DROP may terminate DROP participation and City employment sooner than the end of the maximum DROP period, with at least 30 days' advance written notice to the City.
- B. DROP plan features.
1. An eligible member who elects to participate in the DROP will be considered to have retired for purposes of the pension plan. The member's monthly retirement benefit, determined in accordance with the plan based on years of credited service and average final compensation at the time the member enters the DROP, will be paid into the member's DROP account every month during the DROP period. Member DROP accounts are notional accounts, used only for the purpose of calculating DROP benefits, and are not separate accounts within the pension plan. The monies allocated to member DROP accounts shall be invested by the pension board in the same manner as other plan assets, and members shall have no control over the investment of DROP accounts.

2. No member contributions shall be required after a member enters the DROP, and the member will not accrue any additional credited service or any additional benefits under the pension plan after entering the DROP.
3. A member who elects to participate in the DROP shall not be eligible for disability or preretirement death benefits under the pension plan after DROP participation begins.
4. During a member's participation in the DROP, the member's monthly retirement benefit will be paid into the DROP account. The member's DROP account will earn interest at the rate of 3% per annum, compounded monthly. The DROP account shall not earn interest after the member's DROP participation ends.
5. Within thirty (30) days following a DROP participant's termination of city employment or death, the member, or in the event of the member's death the member's designated beneficiary, may submit a written election on a form approved by the pension board, to receive the member's entire DROP account balance, which shall be distributed to the member (or in the event of the member's death to the member's designated beneficiary or estate in accordance with paragraph 6 below) in a cash lump sum, unless the member elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the member in a direct rollover. Any such direct rollover would be accomplished in accordance with IRS regulations and the pension plan. In the event a member or designated beneficiary does not submit a written election to receive a distribution of the member's DROP account balance within thirty (30) days following the member's termination of city employment or death, the DROP account shall be maintained but shall not earn interest.
6. If a DROP participant dies before his or her DROP account is distributed, the participant's designated beneficiary shall have the same rights as the participant with respect to the distribution of the DROP account. The member may change the designated beneficiary no more than two times during the member's participation in the DROP. Such change must be on a form prescribed by the City, signed by the member, and filed with the board. If the member has not designated a beneficiary, the DROP account balance shall be paid to the member's estate.
7. Participation in the DROP is not a guarantee of continued employment. DROP participants are subject to the same employment policies and standards as employees who are not in the DROP.
8. A member who participates in the DROP shall be eligible to receive payment for unused sick leave as follows:
 - a. Upon separation from employment – up to 960 hours at 100% of the employees' hourly rate; and
 - b. During DROP – an employee may receive payment for accrued sick leave in excess of 960 hours at 50% of the employees' hourly rate.
9. The DROP account distribution, along with other benefits paid by the pension plan, is subject to limitation under Section 415(b) of the internal Revenue Code.

10. The pension board may adopt any rules for administering the DROP that are necessary to maintain compliance with the Internal Revenue Code.

COLA. The 3% annual cost of living adjustment on pension benefits shall be paid beginning 1 year after separation from the City of Greenacres.

Chapter 175 Premium Tax Revenues.

Mutual Agreement: The City and Union mutually agree that the first \$160,796 in annual Ch. 175 premium tax revenues will continue to be used to reduce the city's pension contributions, and any annual Ch. 175 premium tax revenues received in excess of \$160,796 shall be used to fund the Share Plan; provided, if the City's pension contribution should exceed 25% of payroll in any plan year based on the most recent actuarial valuation for the plan, up to 50% of the excess premium tax revenues above \$160,796 shall be used to reduce the City's pension contribution, as needed to reduce the City's contribution to 25% of payroll.

Section 3. 457 Matching Plan:

Effective October 1, 2025, the City shall match bargaining unit employee contribution to the City approved Chapter 457 Deferred Compensation Plan at a rate of 50 cents (\$0.50) for every one dollar (\$1.00) contributed to such plan up to a maximum of one hundred twenty dollars (\$120) per month (\$1440 annually) to be contributed by the City on behalf of each bargaining unit employee.

ARTICLE 21 TEMPORARY DISABILITY LEAVE

Section 1

Certified employees shall be permitted up to eighteen (18) months to return to full duty after : a serious injury in the line of duty caused by traffic at a scene or sustained during fire combat, treatment of a person, vehicle extrication, while engaged in fire rescue activities, or any illness on or off duty. The City Manager or designee may approve these benefits for off duty physical injury at their sole discretion. If available, the City may provide the employee with light duty assignments that comply with any medical limitation the employee may have during the time the employee cannot perform his or her full duty assignments under this Article. The City has the right to assign such light duty across any City department and shall not be confined to only assign bargaining unit members to light duty within the fire department. While on such restricted duty, the member's rate of pay shall not be adjusted; however, the City will provide up to eight (8) hours (1.6 hours per day not to be fractionalized) of straight time in each work week so that members who are working a forty (40) hour weekly schedule will have the opportunity to maintain forty-eight (48) hours of pay in the workweek. If the employee cannot return to full duty upon the expiration of the 18 months described above, the employee's employment with the City may, in the sole discretion of the City Manager, be terminated and there will be no right to grieve a termination under this paragraph.

Employees sustaining such injuries and are not assigned light duty assignments as described above shall receive up to \$175 per week in addition to their workers' compensation benefits; provided that in no case shall they receive more than 100% of their average take home pay over the 13 calendar weeks before the date of the injury.

This section is intended to cover serious injuries that may occur due to the unique hazards of fire/rescue activities and is not intended to cover injuries that could be sustained by other non-special risk City employees. For any injury sustained that could be sustained by other non-special risk City employees, as described above, the City's normal workers' compensation policy in the City's employee handbook shall apply in place of this Article.

For any bargaining unit member that is out on temporary disability leave or workers' compensation leave—regardless of any timeframe described in this article—in the event a medical provider certifies or provides information that the employee has reached maximum medical recovery or improvement (MMR or MMI) but the employee still cannot perform the essential functions of the employee's job description, the employee's employment with the City may, in the sole discretion of the City Manager, be terminated and there will be no right to grieve termination under this paragraph.

In the event of a dispute as to whether the employee is fit to return to duty at the end of the eighteen (18) month period allowed above, or in the event of a dispute as to whether an employee has reached MMR/MMI, the City and the Union shall mutually agree on a third-party physician to perform an independent evaluation with the conclusion of the third-party being final and binding. The cost of this third-party evaluation is split evenly between the City and the Union.

Section 2

Except as provided for in this Article, the City's Manual of Personnel Policies shall determine the level of benefit, if any, provided to all City employees who become temporarily disabled. Employees who are temporarily disabled as a result of a non-job related illness or injury shall have 180 calendar days to return to full duty, which may be extended an additional 90 calendar days at the sole discretion of the City Manager, and may, at the sole discretion of the City, be assigned to light duty. This light duty cannot be refused by the employee. Moreover, for any non-job related injury impacting the employee's ability to perform this position in a full duty capacity, the City shall have the right to send the employee, at the City's expense, to a doctor of the City's choosing for a second opinion.

Section 3

Any employee that is out on workers' compensation leave or temporary disability leave as described herein, shall not accrue any paid time off (vacation, sick, holiday, or otherwise) except when utilizing his or her accrued leave. The employee shall first use any and all accrued time earned in each payroll period to supplement workers' compensation. Once that accrued time is exhausted in that particular payroll period, the employee shall utilize any and all accrued leave time to supplement their workers' compensation benefit.

Section 4

Nothing in Article 21 shall prevent the City from placing an employee into another job/position within the City in lieu of termination. However, the City will have no obligation to do so, and any placement will be in the sole discretion of the City Manager. In the event this type of placement is made, the employee will no longer be a bargaining unit member, unless placed in a bargaining unit position, and will be placed at the appropriate wage and benefit level for the new position.

Section 5. Communicable Diseases

Fire Rescue shall designate an Infectious Disease Coordinator to manage this program.

Immunizations: The City shall provide a one-time immunization during the life of this Agreement for all employees who want to be immunized, as follows:

- Tetanus
- Hepatitis (Type A and B)
- Rubella (for females of childbearing ability)

Said immunizations may be provided through the City's insurance policy.

**ARTICLE 22
RESIDENCY**

Employees who are authorized to have a take-home vehicle must have and maintain residency in Palm Beach County as a condition of assignment and continued use of that vehicle unless approved by the Fire Chief.

ARTICLE 23 EDUCATION

The City is committed to advancing the education of its Fire Rescue employees.

Subject to employee application and approval by the City, the City will reimburse regular, full-time employees' tuition and education costs for approved coursework relating to their job duties or leading to a degree relating to their job based on academic performance with a passing grade.

Employees receiving a grade of "D" or below will not be eligible to receive tuition or educational reimbursement. The City will not reimburse employees for courses which the employee receives a grade of "PASS" or "FAIL," unless no other grade option is available for the course and the course is approved by the City Manager or designee. In those instances, employees enrolled in classes offering only "Pass/Fail" will be reimbursed 100% for achieving a passing grade.

The total annual amount a regular, full-time employee may receive per fiscal year from the City for tuition and educational reimbursement may not exceed \$3,500.00. Employees who are eligible for tuition and educational benefits under any other tuition refund or incentive program, policy, or agreement, are not eligible for tuition and educational benefits from the City. The City agrees that \$14,000.00 shall be budgeted and made available in each of the three fiscal years of this Agreement for tuition reimbursement to the members of this bargaining unit, which shall be the same budgeted money established pursuant to the Rank and File agreement and not an additional \$14,000.00. This money must be used consistent with this article, but the parties also agree that the above noted amount shall be available only for use during each fiscal year of the term of this Agreement.

To be eligible to participate in the program, employees must: be full-time non-probationary employees; be in good standing without having received any suspensions during the last twelve (12) months, and have a current performance evaluation that reflects an overall rating of satisfactory or above if applicable; be in a paid status; pursue job related undergraduate and graduate level courses taken for academic credit leading to Associate's, Bachelor's, Master's, or Doctoral Degrees through accredited colleges and universities accredited by organizations recognized by the U.S. Department of Education and verified at <http://ope.ed.gov/accreditation/Search.asp>. Employees working through a probationary period due to promotion and not new hire, are eligible for this benefit. The exclusion of probationary employees only applies to newly hired employees that are working through their new hire probationary period.

Employees interested in participating in the City's Tuition and Educational Reimbursement Program should submit a copy of the "Application for Tuition and Education Refund" to the Fire Chief for review and consideration prior to registration for the coursework. The Fire Chief will review and complete the form. The Fire Chief (or designee) will coordinate any further review and processing of the application.

All approved applicants must resubmit the original application form, along with original receipts for tuition books, and original grade report the Fire Chief for reimbursement, no later than 30 days from receipt of the grade(s). As appropriate, the City Manager will authorize payment under the

Program. Employees who are candidates for certificates or degrees must also submit a statement from their Academic Department representative, or other acceptable documentation as determined by the Fire Chief, indicating the title of the degree or certificate sought and the field of specialization.

Employees receiving tuition and educational reimbursement from the City will be obligated to remain employed by the City for a minimum of three (3) years from the date of tuition and educational reimbursement. Employees who leave the City's service, whether voluntarily or involuntarily (e.g., performance or disciplinary-based terminations), within three (3) years following tuition and educational reimbursement will be obligated to refund the tuition and educational benefits provided by the City through deductions from their final payroll check based on the following schedule:

Leave the City's Service Within 1 Year of Tuition and Educational Reimbursement: 100% Refunded to the City

Leave the City's Service Between 1 Year and 2 Years of Tuition and Educational Reimbursement: 80 % Refunded to the City

Leave the City's Service Between 2 Years and 3 Years of Tuition and Educational Reimbursement: 70% Refunded to the City

Employee utilizing this benefit shall use the form provided in the City's Personnel Policies Handbook.

**ARTICLE 24
STAFFING AND OVERTIME**

Section 1: Overtime

If a vacancy occurs within 12 hours of shift change, the employee in the seat where the vacancy occurred will be offered overtime first. If the overtime is not filled, it then shall be offered first by hours worked then by seniority in the following order:

1. Employees who are on duty and in the same position;
2. Employees who are off duty,
3. Employees who are qualified

Qualified is defined as being in the same rank as, or on the current promotional roster for, the position in which the vacancy occurs.

Mandatory overtime shall be filled by seniority with the least senior qualified employee first. Once an employee is mandatoried they shall receive an occurrence and be placed on the bottom of the Mandatory OT list.

All other overtime shall continue to be awarded in the same manner as in place at the time of the making of this agreement.

ARTICLE 25
EXERCISE EQUIPMENT

The City shall designate and equip a fitness area for use by unit members, off-duty or during down-time at all Fire Rescue Stations. Injuries occurring while engaged in recreational activities, including gym workouts under this article, will not be considered within the scope of employment for purposes of compensability under workers' compensation. The Labor Relations committee is going to create a schedule/matrix of exercise equipment and develop a schedule for purchase or replacement of exercise equipment during the fiscal year budget process based on years in service, condition, and other relevant purchase and replacement factors.

The City and the employees will share responsibility to maintain the equipment on a day-to-day basis, with the City having the responsibility for routine repairs.

**ARTICLE 26
DONATION OF TIME**

Section 1

Bargaining Unit personnel shall be able to donate vacation or sick time above 480 accumulated hours to other employees that are out of work due to sickness or injury. Non-probationary employees who have less than 480 hours of accumulated sick time may donate up to 48 hours in a 12-month period. Such donations shall be submitted to a Union Representative, who shall provide the City, on an approved form, with the names of donors and number of hours donated, and the name of the person to whom the hours have been donated. Donations shall be entirely voluntary and no undue influence shall be exerted by anyone to require that unit members donate time.

Section 2

A Bargaining Unit member may not use donations of time unless and until his or her available leave balances (vacation, sick) and compensatory time have been exhausted. The total of all donated hours to an eligible employee shall not exceed 1,152 hours in a 12 month period from the date of signing the donation form.

Section 3

Donations shall be on an hour for hour basis, notwithstanding rates of pay.

Section 4

Bargaining unit personnel shall not accrue any vacation leave, sick leave, or other personal and paid time off while using donated time.

ARTICLE 27 HEALTH AND SAFETY

Section 1

The parties agree to comply with all applicable requirements of Federal, State, County and City laws, rules and regulations pertaining to safety and health, protective clothing and emergency apparatus.

Section 2

The parties agree to form and maintain a Fire-Rescue Department Safety Committee to consider safety and health related issues. The committee shall adopt its own operational rules of procedures. The committee shall consist of six members: three (3) appointed by the Union President and three (3) by the Fire-Rescue Department. Meetings shall be called at least once each quarter during the calendar year.

Section 3

1. The Safety Committee will be responsible for:
2. Reviewing and analyzing reports of accidents, deaths, injuries and illnesses, and recommending rules and procedures for the promotion of health and safety among firefighters.
3. The committee will make periodic inspections of Fire-Rescue Department facilities on a quarterly basis or by special request.
4. The committee will keep minutes of each meeting and a written report of accidents, injuries and illnesses. These reports will be maintained by the Fire-Rescue Department and shall be made available to all committee members.

Section 4

The issues covered by the committee shall, after resolution by the committee, be forwarded to the Fire Chief. The committee's recommendation shall be advisory only. Final action on the committee's recommendation shall remain in the sole discretion of the City.

Section 5.

The City shall provide a biannual physical compliant with NFPA 1582 starting October 1, 2024 with the following stipulations:

1. The provider of both the physical/medical screening and fit testing shall be mutually agreed upon by the Union President and City Manager or designee;
2. That the screening and testing will be completed while the employee is off duty;
3. That employees will be paid three (3) hours of pay at their overtime rate after completion of the testing and screening;

4. That the screening, testing and completion of the associated OSHA questionnaire will be mandatory for all employees;
5. That the only information provided back to the City will be confirmation of the completion of the testing and the associated OSHA questionnaire;
6. That the results of, and all records or other information pertaining to, any screening will remain between the employee and the provider, unless voluntarily disclosed by the employee;
7. The testing and screening dates will be determined by mutual agreement between the Fire Chief and President of the Union;
8. That employees who do not, for whatever reason, attend the scheduled testing and screening, will be responsible for completion of at least the testing portion at another facility no earlier than the month before and no later than the month after;
9. That if the City does not receive confirmation of the completion of the testing and related OSHA questionnaire by the agreed upon time frame, the affected employee will be placed in a light duty status, if such an assignment is available, until such time as confirmation of completion of the testing and related OSHA questionnaire is received by the City; and
10. That if an employee refuses to complete the testing and related OSHA questionnaire, that employee shall be subject to disciplinary action up to and including termination of employment depending on the circumstances and just cause.
11. This section may be modified by mutual agreement between the Fire Chief and President of the Union.

ARTICLE 28
LABOR RELATIONS COMMITTEE

Section 1

The parties agree to form and maintain a Labor-Management Committee that will be composed of up to three (3) members appointed by the City Manager or his/her designee, which will include the City Manager (or designee), and up to three (3) members of the bargaining unit designated by the Union President. The committee will meet upon the request of either party within fourteen (14) days, unless otherwise mutually agreed upon, at a place established by the City Manager.

Sections 2

The purpose of the Labor-Management Committee is to facilitate communications between management and members of the union and to provide a forum to discuss Fire-Rescue Department related activities. It is agreed that the Labor-Management Committee is not to be used as a substitute for the collective bargaining process or as a forum to discuss issues that should be discussed through the collective bargaining process. Neither the Fire-Rescue Department or the City shall be bound by the results of any discussions, studies or reports generated by this committee, but will give consideration to suggested improvements or programs determined by the committee to be potentially beneficial to the morale, performance and financial management of the Fire-Rescue Department.

ARTICLE 29
SECONDARY EMPLOYMENT

All bargaining unit members must adhere to the General Order of the Fire Department as it relates to second jobs not with the City. However, it is agreed that in the event a bargaining unit member is not reporting to work due to a workers' compensation claim/injury, due to temporary disability, or other medical issue, that bargaining unit member cannot perform any job functions for any employer while on said leave without the written approval of the City, and any approved secondary employment must adhere to any and all physical and medical restrictions imposed by the employee's medical provider.

Additionally, in times of a state of emergency (regardless of type of emergency) as declared by federal, state or local officials, the City has the ultimate discretion and authority to temporarily suspend any secondary employment during a declared state of emergency.

ARTICLE 30
DURATION OF AGREEMENT AND SIGNATURES

Except as otherwise provided herein, this Agreement shall be effective October 1, 2023 and shall continue in force and effect until its expiration date of September 30, 2026.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the _____ day of _____, 2023.

FOR THE CITY:

FOR THE UNION:

Andrea McCue

Angelo Dariano

City Manager

Treasurer

Quintella Moorer

Tyler Wallwork

City Clerk

District Vice President

October 1, 2023 Payscale	
Step	Salary
0	\$ 111,450.68
1	\$ 114,794.20
2	\$ 118,238.02
3	\$ 121,785.16
4	\$ 125,438.71
5	\$ 129,201.88
6	\$ 133,077.93
7	\$ 137,070.28
8	\$ 141,182.38

October 1, 2024 Payscale	
Step	Salary
0	\$ 115,908.70
1	\$ 119,385.97
2	\$ 122,967.54
3	\$ 126,656.57
4	\$ 130,456.26
5	\$ 134,369.96
6	\$ 138,401.05
7	\$ 142,553.09
8	\$ 146,829.68

October 1, 2025 Payscale	
Step	Salary
0	\$ 119,385.96
1	\$ 122,967.55
2	\$ 126,656.57
3	\$ 130,456.27
4	\$ 134,369.95
5	\$ 138,401.05
6	\$ 142,553.08
7	\$ 146,829.68
8	\$ 151,234.57