

City of Madeira Beach and
Pinellas County Professional Firefighters
IAFF Local 4966



October 1, 2024 thru September 30, 2027

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ARTICLE 1

PREAMBLE

- Section 1.** Pursuant to Florida Statutes § 447.309, this Agreement is entered into by and between the City of Madeira Beach, a Florida municipal corporation, hereinafter called the “City” and the Pinellas County Professional Firefighters Association, IAFF, Local 4966, hereinafter called “the Union.”
- Section 2.** The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and employees represented by the Union, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise, and to set forth the agreement between the Parties concerning wages and other terms and conditions of employment.
- Section 3.** The Parties recognize that the best interests of the community will be served by assuring the public, at all times, of the orderly and uninterrupted provision of fire protection services in the most efficient manner possible.

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ARTICLE 2

RECOGNITION

- Section 1.** The City of Madeira Beach hereby recognizes the Pinellas County Professional Firefighters Association Local 4966 as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees represented by the Union, which currently consists of all Firefighter/EMTs, Firefighter/Paramedics, Driver Engineer/Paramedics, Fire Inspectors, Fire Lieutenant/EMTs, and Fire Lieutenant/ Paramedics.
- Section 2.** The Union hereby recognizes the City Manager or his/her representative as the public employer's representative for the purpose of collective bargaining. It is recognized by both Parties that the designation of authority vested in the Fire Chief pursuant to the terms of this Agreement shall also be fully vested without limitation in the City Manager who, by the City's Charter, serves as the City's chief executive officer.
- Section 3.** For purposes of this Agreement, the terms member, bargaining unit employee, and employee shall be synonymous.
- Section 4.** Should the City establish new job classifications within the Fire Department that are recognized by the Florida Public Employee Relations Commission as being represented by the Union, the City shall, not less than thirty (30) days prior to staffing such classifications, initiate bargaining with the Union concerning the wages and other terms and conditions of employment for the newly created classifications.

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ARTICLE 3

REPRESENTATIVES OF PARTIES

- Section 1.** The City agrees that, during the term of this Agreement, it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by the Agreement. Authorized representatives shall be defined as elected Officers of the Union and duly elected or appointed stewards, provided that notification has been provided in writing to the Office of the Fire Chief within 72 hours of any change in elected Officers or appointed stewards. The Union agrees to notify the City of the name of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this Agreement.
- Section 2.** The Union likewise agrees that, during the term of this Agreement, it shall deal only with the City Manager or his/her representative in matters requiring mutual consent or other official action.
- Section 3.** The City, the Union, and the bargaining unit members agree that from time to time, issues may arise which are not specifically addressed by this Agreement or on which this Agreement is ambiguous. The bargaining unit employees and the City do hereby designate and vest with their authorized representatives the ability to execute memoranda of understanding addressing such situations or clarifying ambiguous contract language. All such memoranda of understanding shall be signed by the City Manager and Union President. This section shall apply only in the event of consent by both Parties and neither Party is obligated to execute a memorandum of understanding the Party does not accept.

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ARTICLE 4

MANAGEMENT RIGHTS

- Section 1.** Except as expressly provided for in the Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, the acquisition and operation of vehicles and equipment, the scope of service to be performed, the method of service, the scheduling of work time; to contract and sub-contract existing and future work, to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever, in the opinion of the employer, good business judgment makes such curtailment or discontinuance advisable; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the starting and quitting time and the number of hours to be worked; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of economy, efficiency, technological change or operating requirements; and to have complete authority to exercise those rights and powers incidental thereto, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.
- Section 2.** If a local state of emergency covering the City is declared by the Mayor or Governor, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, providing that the wages and benefits provided for under this Agreement shall not be suspended as a result of such declaration.
- Section 3.** The above rights of the employer are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the employer in its capacity as management of the Fire Department of the City of Madeira Beach. Any of the rights, powers, and authority the employer had prior to entering this Collective Bargaining Agreement are retained by the employer, except as expressly and specifically abridged, delegated,

granted, or modified by the Agreement. Those inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly subject to the grievance procedure.

Section 4. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

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ARTICLE 5

NON-DISCRIMINATION

- Section 1.** Neither the City nor the Union will in any way discriminate against a member because of membership or non-membership in the Union, or on the basis of race, creed, color, national origin, religion, age, or sex. A member's claim of unlawful discrimination based on race, color, national origin, religion, age, marital status, or sex, as well as any other categories covered by state or federal anti-discrimination laws, shall be pursued by that member pursuant to the City's policies and procedures regarding the filing and investigation of such claims. If the member is dissatisfied with the outcome of any such investigation, the member may further pursue his or her claim in a court of appropriate jurisdiction, as provided for in the Florida Civil Rights Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, or the Age Discrimination in Employment Act. Nothing herein shall prohibit the Union from providing such advocacy and assistance to its complaining member as it and the member deems necessary.
- Section 2.** The City and the Union agree that the provisions of this Agreement shall be applied equally to all members of the bargaining unit, except as is otherwise specified herein.
- Section 3.** The City and the Union agree to abide by the laws of the State of Florida and the rules and regulations of the Public Employees Relations Commission.

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ARTICLE 6

NO STRIKES / NO LOCK-OUT

- Section 1.** The Union and its members agree to this no strike pledge in return for a full and fair hearing of disputes as a peaceful means of resolving differences as outlined in the Grievance Procedure.
- Section 2.** The Union and the City will attempt to settle any future contract disputes in a fair and reasonable manner in accordance with applicable laws.
- Section 3.** There shall be no strikes, picketing, job action, work stoppage, slowdowns, boycotts, or concerted failure to perform assigned work during the term of this Agreement. Picketing as used herein shall mean any action which has the intent or effect of prohibiting members from reporting to work or continuing to perform their normally assigned work. "Strike" means the concerted failure to report for duty, the concerted absence of members from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of members from the full and faithful performance of their duties of employment with the City, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the City, and the concerted failure to report for after the expiration of a collective bargaining agreement and picketing in furtherance of work stoppage.
- Section 4.** Any member to be found in violation of the above shall be subject to discipline, up to and including discharge, and only the question of whether or not the member instigated, ratified, sanctioned, or participated in such action shall be subject to the Grievance and Arbitration Procedure and Florida Statute 447.
- Section 5.** Further it is understood and agreed by the parties that the nature of the work in this Department bears directly upon the safety and welfare of the

public at large and that any violation would give rise to irreparable damage. To that end, the Union agrees that neither it nor any of its agents, representatives or members shall sanction, ratify, approve, condone, or participate in any of the above activities and that if such prescribed activities take place that the Union through its representatives and agents will make every reasonable effort to ensure that such action immediately ceases.

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ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

- Section 1.** The purpose of this Article is to establish a procedure for the orderly, fair, and expeditious adjustments of grievances and for settlement of disputes between the City, Union and employees involving the interpretation or application of this Agreement. A grievance is defined as a complaint arising out of alleged violations concerning wages, rates of pay and other terms and conditions of employment addressed by this Agreement, whether or not the terms or conditions of employment are also covered by other employer documents. Should the City contend that a filed grievance is not grievable under this Agreement, the issue of grievability shall be ruled on by an arbitrator prior to the arbitration of the underlying grievance.
- Section 2.** A grievance shall be presented within ten (10) calendar days of the date on which the action supporting the grievance occurred. In the event the grievant is a Fire Lieutenant, the grievance shall be initiated in writing at the level of the Fire Chief.
1. An employee or the Union may discuss the complaint orally with any Fire Officer. The Officer shall attempt to adjust the complaint within the shift within the range of authority granted to him or her by the Fire Chief. It is understood that because the Fire Officers are part of this bargaining unit, the interpretation or application of this Agreement by such persons are not binding upon the City, but rather are subject to independent review and determination by the Fire Chief.
 2. If the complaint is not resolved, a grievance may be submitted in written form using the agreed upon form incorporated into this Agreement to the Fire Chief within ten (10) calendar days from the time of discussion in Step one. The written grievance should set forth the following:

A. A statement of the grievance and the facts upon which it is based.

1. How did you determine these facts?
2. How does the grievance affect the member?
3. What rule or article is being grieved?
4. The remedy or adjustment requested.
5. The signature of the aggrieved employee.

B. A meeting shall be set up with the Fire Chief, aggrieved employee, and Union Officer within ten (10) calendar days of the submission of the written grievance. If the matter is not resolved at this meeting, the Fire Chief shall give his or her written response to the grievance within ten (10) days to the aggrieved employee and the Union.

Section 3. If the matter is not resolved, the aggrieved employee or the Union may appeal the grievance to the City Manager within ten (10) calendar days from the date of the written response from the Fire Chief. The City Manager shall schedule a meeting with the Union, Management, and Grievant within ten (10) calendar days after receipt of the grievance in order to discuss and seek a solution. A written response from the City Manager shall be given within ten (10) calendar days after the meeting. In the event the City Manager, Fire Chief, or Union President is unable to meet any of the deadlines set forth herein due to illness, business, conference, etc.), the relevant deadline shall be appropriately extended to allow the relevant meeting or response to occur as soon as reasonably possible after the return of the absent official.

Section 4.

- A. If the matter is not resolved as provided in Step 3, the grievance may be submitted to arbitration by the Union or the aggrieved employee. Written notification of intent to arbitrate the grievance shall be provided to the City Manager within ten (10) calendar days of her or his written Step 3 response.
- B. The Parties shall attempt to agree upon an independent arbitrator. If this cannot be accomplished within ten (10) calendar days, a panel of seven (7) arbitrators will be requested from the Federal Mediation and Conciliation

Service. To limit expenses of arbitration, arbitrators shall either be based in Florida, or agree to waive travel expenses or to conduct the arbitration via remote video. The Parties shall alternately strike with the grievant striking first until one name remains. The arbitration shall be conducted under the Florida Arbitration Code (Florida Statutes Chapter 682) and the rules of the FMCS, except as modified by this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to hear a grievance as defined in this Article.

1. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.
 2. 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, which is to be pursued under applicable state or federal law, which is not a grievance as defined in this Article or which is not specifically covered by this Agreement.
 3. The arbitrator shall confine him/herself exclusively to the question(s) presented to him/her, which question(s) may not be hypothetical, and which must have been set forth in the grievance form.
- C. Copies of the award of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the hearing and shall be final and binding on both parties subject only to either party's right of appeal as provided by law.
- D. The Arbitrator's decision shall be implemented by the appropriate parties immediately upon becoming final.

Section 5. Each Party shall pay its own expenses for its representative, counsel, and witnesses. The fee of the Arbitrator shall be borne by the losing Party as determined and invoiced by the Arbitrator. Where the Union represents the aggrieved employee in the Arbitration proceeding and the Arbitrator determines in favor of the City, the Union will be considered the losing

party. In the event of a compromise award, the Arbitrator's fee shall be borne equally by the Parties to the arbitration.

Section 6. An employee having a complaint shall have the right to take the matter up with his/her Union Officers during working hours if it does not interfere with normal operations.

Section 7. The time limits established in this Article may be extended by mutual written agreement between the City Manager and the Grievant or Union President. Grievances not appealed in writing to the next step as provided in this Article shall be considered resolved on the basis of the last decision. A grievance not answered within the limits prescribed for the employer at each step shall entitle the employee to advance the grievance to the next step.

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UNION GRIEVANCE

CITY OF MADEIRA BEACH

Grievance No. _____

Please attach any statements or information to support your grievance. Type or print neatly.

EMPLOYEE NAME: _____ Work Telephone: _____

Classification/Rank: _____ Shift: _____ Division: _____

Date of Occurrence of Grievance: _____

Article and section of Agreement alleged to have been violated:

Please check appropriate box: ☐ Step 2-Fire Chief ☐ Step 3-City Manager

DESCRIBE all of the facts concerning the grievance (date, time, place, persons involved, etc.)

REQUESTED REMEDY:

EMPLOYEE/UNION:

DEPARTMENT/CITY:

Signature (*Employee filing grievance*) Time/Date

Grievance received by (Signature)

Union Rep Signature

Time/Date

Time/Date of receipt

As provided by the Pinellas County Professional Firefighters Association, IAFF, Local 4966, contract, I wish to appeal my grievance to Step 2 or 3, as applicable.

Signature (*Employee filing grievance*) Time/Date

Grievance received by (Signature)

Union Rep Signature

Time/Date

Time/Date of receipt

UNION GRIEVANCE CITY OF MADEIRA BEACH RESPONSE

Grievance No. _____

This form is to be used by the Fire Chief/Designee and the City Manager to respond to Step 2, and Step 3 Union Grievances.

To: _____

Employee/Grievant or Union Rep

From: _____

Fire Chief/Designee or City Manager

Date Grievance Filed: _____

Date of Hearing: _____

The following is in response to the above-referenced grievance. (Attach additional sheets if necessary.)

Hearing Officer's Signature: (Fire Chief/Designee or City Manager)

Date:

ARTICLE 8

REPRESENTATION/CONSULTATION

- Section 1.** Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The Union will furnish the City Manager with a written list of the Union's bargaining team, prior to the first meeting, and substitution changes thereto, if necessary.
- Section 2.** Fire Department Management in the spirit of cooperation will notify the officers of the Union of anticipated major changes in formal operating or working conditions within a reasonable time but not less than thirty (30) days prior to implementation.
- Section 3.** Copies of tactical orders or training bulletins affecting Union members shall be made available to the Union when issued.
- Section 4.** Members shall have the right to meet and consult with any supervisory or managerial official via the appropriate chain of command. The member shall explain to his or her immediate supervisor the nature of his or her request (personal or departmental business). Members shall have the right to Union representation in those meetings and consultations.
- Section 5.** The City shall recognize a maximum of four (4) Union representatives who are City employees, who may be released from duty without pay to negotiate a collective bargaining agreement between the City and/or Fire Department and the Union. The release of such on-duty employees shall be at the sole discretion of the Fire Chief, it being understood that the intent of this Section is to not negatively impact service levels or to cause any direct or indirect cost to the City. Employees so released may use compensatory time, accrued annual or holiday leave, and/or Union time if available, for the time they are released.
- Section 6.** The name of the Union representative shall be given in writing to the City Manager as well as any change prior to the effective date of the representative assuming duties of office. Such notification shall be made by the Union.

Section 7. There shall be one (1) Union representative on each shift whenever possible.

Section 8. An aggrieved employee shall have the right to take the grievance up with his or her shift union officer during working time, provided that the employee and the union official shall not interfere with the normal operations of the department.

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ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1. The City shall have the right to discipline any employee for the violation of any City or Department Rule or Regulation for just cause. Initial probationary employees do not have grievance and arbitration rights for disciplinary actions up to and including termination of employment. Promoted employees do not have arbitration rights over a decision by the City to demote the newly promoted employee to his or her prior position based on failure to satisfactorily complete the promotional probationary period. However, the reasons for a demotion decision shall be documented by the Fire Chief and can be grieved up to the City Manager level pursuant to Article 7. The probationary periods referred to above shall be one year from the date of hire and six calendar months from date of promotion as applicable, with the option at the City's sole discretion to extend up to an additional three calendar months or, in the case of a new hire with experience from another agency, reduce the established period.

Employees may be disciplined by written warning, demotion, suspension or discharge for violation of the City or Department Rules and Regulations or any action or failure to act which in the opinion of the Fire Chief adversely affects the ability of the employee and/or fellow employees to efficiently perform their job responsibilities and/or adversely affects the efficient operation of the City Government or any department, division, or area of the City.

The City recognizes the following types of disciplinary action:

1. Written warning
2. Suspension without pay
3. Demotion
4. Combination of the above
5. Discharge

Section 2. Disciplinary notices shall not be placed in the employee's personnel file before the employee has been informed of such action. The employee shall be asked to date and sign all written reprimands and notices of misconduct; however, the signature does not imply agreement. If the employee refuses to sign a written reprimand or notice of misconduct, this action shall be noted on the document. The absence of an employee's signature does not diminish the status of the action. The City will furnish to the Union representative upon request copies of the forms prepared by the City covering personnel action which are subject to disclosure under the Public Records Act.

Section 3. When conducting an investigation of a member covered by the Firefighters' Bill of Rights (part VIII of Chapter 112, Florida Statutes), any interrogation of the member shall be conducted following the procedures set forth in Florida Statutes § 112.82.

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ARTICLE 10

PRE-TERMINATION HEARINGS

- Section 1.** Pre-Termination Hearing, as used in this Article, shall mean a meeting between the Fire Chief, City Manager, or designee, for the purpose of informing the employee of the disciplinary violations the City believes the employee has committed, and that termination is being considered. The employee shall be afforded the opportunity to present such facts, documents, and arguments as he or she may desire in response to the charges and the proposed disciplinary action. Once completed, the Chief, Manager or designee shall conduct such further investigation or review as may be necessary to follow up on the information and arguments presented by the employee in his or her defense.
- Section 2.** Notice of a Pre-Termination Hearing shall be given 72 hours in advance to any member who is brought up on charges that could lead to termination.
- Section 3.** The member shall be afforded due process during the Pre-Termination Hearing.
- Section 4.** No member shall be terminated without being afforded the opportunity to attend a Pre-Termination Hearing unless waived by the member.

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PRE-TERMINATION NOTICE

DATE OF NOTICE: _____

EMPLOYEE NAME: _____

DEPARTMENT: _____ CLASSIFICATION: _____

VIOLATION: _____

FACTS/circumstances/reasons for termination:

You have the right to respond in writing to the charges, and the right to respond orally before the official charged with the responsibility of making the termination decision.

_____ is the date on which the official charged with the responsibility of making the termination decision will hear or consider any oral or written presentation that you desire to present. Said date will be not sooner than seventy-two (72) hours, said time not to include holidays or weekends, from the time this Notice is delivered to you. You may submit any written material prior to or at the interview and may appear and make any desired oral presentation at such interview.

Your failure to present any written statement or oral presentation at the pre-termination interview above referred to will result in a decision being made to terminate you, and at that point all employee rights and benefits will cease.

This pre-termination procedure will be supplemental to any other grievance procedures which may be available to you, and this procedure is a required initial step prior to any other procedure by the Employee Service System Rules, Union Contract, department rules or administrative procedures.

The "official charged with the responsibility of making termination decisions" will consist of the City Manager or her/his designee.

My signature below indicates only that I have received and read the above notice.

(Employee)

(Date)

ARTICLE 11

WORK WEEK AND OVERTIME

- Section 1.** The Fire Department duty hours for shift employees shall be twenty-four (24) hours on, and forty-eight (48) hours off, unless otherwise assigned as permitted by this Agreement. Shifts will begin at 7:00 a.m. and end at 7:00 a.m. on the following day. Annual, sick and holiday time shall be counted for the purpose of computing overtime pay. The work period for twenty-four (24) hour shift employees is fourteen (14) consecutive days. Employees will be compensated at the overtime rate of one and one-half times their regular rate of pay for each hour of time worked (as defined herein) in excess of one hundred six (106) hours in the work period. Shift employees may be assigned to a schedule other than the 24/48 schedule outlined above for light duty, to accommodate training and special assignments, and for other legitimate reasons.
- Section 2.** Employees covered by this Agreement shall be considered on duty when required by the City to respond to an emergency, performing firefighting functions and performing directed extra duty assignments during the employee's normal off duty time.
- Section 3.** Overtime shall be paid at the rate of one and one-half times the employee's straight time hourly rate of pay. Employees shall be compensated a minimum of two (2) hours overtime pay for each court appearance which occurs during regular scheduled off duty hours.
- Section 4.** Employees shall be required to work overtime when requested unless excused by the City. In the event any employee is required to work overtime, he/she will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked, nor shall it be the intent of the City to assign work hours to avoid the payment of overtime; however, nothing in this section shall prohibit the City from scheduling the work week to make best use of available manpower to minimize overtime.

Section 5. Call Back Pay

- A. Call back pay is provided to compensate employees ordered to return to work on an unexpected basis after completing a regularly assigned shift of work or a regularly assigned week of work.
- B. Call back work is work to be performed which is of an emergency or unexpected nature and should not be associated or confused with the monthly department shift/work schedule or anticipated additional work requirements.

Call back pay shall be granted as follows:

- 1. The minimum total hours paid, including regularly scheduled hours, per call back occurrence shall be two (2) hours. Call back time will include no more than one half ($\frac{1}{2}$) hour travel time.
 - 2. An employee shall not receive call back pay for more than two (2) occurrences in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period, the employee shall be paid for the number of hours from the beginning of the first call back period to the end of the last call back period.
 - 3. Call back pay shall be at the overtime rate. The employee shall be responsible for correctly documenting call backs on the payroll time sheets.
- C. An employee who has not left the premises and is required to continue working after the completion of his/her shift shall be ineligible for call back pay.

Section 6. Shift Exchange

Upon approval of the Fire Chief or designee, employees covered by this Agreement shall be permitted to exchange shift assignments on a day-to-day basis, as well as for an entire shift period. Approval for any shift exchange shall be in accordance with Departmental policy.

Section 7. Light Duty Policy

Light duty is defined as those activities an employee can perform which do not require a type of physical activity that may aggravate an injury or illness. An employee must be released by the treating physician for light duty and must have the approval of the Fire Chief and City Manager. The City may, at its option, seek a second opinion from a physician of its choice regarding an employee's ability to work light duty or in his/her regular job. The City is not obligated to provide light duty for off-the-job-related injuries and/or illness. Employees with on-the-job related injury, illness or other medical condition may be assigned to light duty based on the needs of the Fire Department and the City. Any employee who is required to be on light duty due to on-the-job-related injuries or illness shall be compensated at his/her normal salary. The City will make every reasonable effort to provide an employee with light duty although it is not required to create work, or to relieve an existing employee from his or her duties to provide such work.

Compensation for non-job-related injuries or illness will be at the discretion of the City Manager. It shall be the goal of the City to return the light duty employee to full time status as soon as possible, based on competent medical evaluation.

Section 8. Compensatory Time

Employees who work beyond the allowable hours within a work period will be paid at the overtime rate. The City will not grant compensatory time in lieu of overtime unless the employee requests it in writing and in advance to working the overtime hours and it is approved by the Fire Chief. The Fire Chief may approve the request consistent with work requirements provided the granting or use of this compensatory time will not result in additional overtime or otherwise unduly interfere with the efficient and cost-effective operation of the

Department. All compensatory time accrued will be exhausted prior to using any vacation days. The payout of any accrued compensatory time will be in accordance with FLSA provisions.

Section 9. Minimum Staffing of Suppression Vehicles

The minimum staffing on fire suppression vehicles shall be the levels specified in NFPA 1710, as may be amended from time to time.

Section 10. Work Week and Overtime for Members in Minimum Standards Academy or Paramedic School.

A. Minimum Standards Academy

1. The work week for members attending a full time 40hr/week minimum standards academy will consist of the class schedule only with no shift requirements until the completion of their training.
2. The member shall be compensated at his/her normal salary while attending the 40hr/week minimum standards academy.

B. Paramedic School

1. Members in paramedic school will work their normal shift schedule, however, they will be excused with Education Leave any time class occurs while on duty.
2. No overtime will be paid for class or clinical hours occurring off duty.

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ARTICLE 12

PAY

Section 1. Pay

- A. Effective October 1, 2024, employees will be paid pursuant to the Step Plan (**Appendix "A"**), which plan will be effective until September 30, 2027.
- B. Employees will advance to the next highest step in the Step Plan on their anniversary dates.
- C. Any change in the Step Plan which resulted from the negotiation of this Agreement will be reflected in **Appendix A**.

Section 2. Progression/Reclassification within the Pay Plan

- A. Employees accepting a promotion in rank will be paid at their corresponding step in the Driver, Fire Inspector, or Lieutenant Pay Scale. Drivers, Fire Inspectors, and Lieutenants will be placed on probation status during the first six (6) months following promotion.
- B. The bi-weekly pay for members of the bargaining unit will be an equal amount for each pay period based on 106 hours at the regular hourly rate and 6 hours at a rate of 1.5 of the regular rate.
- C. The Fire Inspector position is a 40-hour work week, all hours worked in excess of forty (40) hours in a seven (7) day period shall be compensated at the rate of time and one half. Paid absences shall not be counted in the computation of overtime.

Section 3. Staff Assignments

- A. Any employee who meets the required state certification guidelines and is assigned by the Fire Chief to perform Fire Inspections or Public Education

functions as a part of her or his normal duties shall receive an additional \$50 per pay period.

- B. Any employee assigned by the Fire Chief to serve as Fitness Trainer shall receive an additional \$25 per pay month.
- C. Any Lieutenant that is assigned by the Fire Chief to function as Operations Officer, Training Officer, and/or EMS Officer shall receive an additional \$70.00 per pay period.

Any meetings and/or other related activities as approved by the Fire Chief that must be done by employees assigned under this Section on hours other than the normally assigned shift will be compensated in accordance with Article 11, Section 3 of this Agreement.

Section 4. Acting Assignments

- A. Any Paramedic assigned as a Preceptor to a Student shall receive an additional 2.5% of their hourly rate being earned at the time for each hour functioning in that capacity.
- B. Any employee who is certified as a Fire Service Apparatus and Pump Operator in the State of Florida shall receive an additional 5% of their hourly rate being earned at the time for each hour acting as Driver/Engineer. This does not prevent other firefighters from driving and operating the engine/pumper, nor shall the lack of a certified driver cause shift overtime.
- C. Any Firefighter assigned by the Fire Chief to work in the capacity of "Acting Lieutenant" shall receive an additional 7.5% of their hourly rate being earned at the time for each full hour which he or she serves in the acting capacity. Acting Officer pay does not apply to scheduled shift exchanges between Lieutenants and Acting Lieutenants.

Section 5. Lead Paramedic "Seat Pay"

Any time that a member functioning as the Driver/Engineer or Lieutenant is tasked with being the Lead Paramedic in addition to their normal duties they will receive a 5% increase to their hourly rate of pay being earned at that time.

Section 6. Salary Deduction for Education

Anyone hired that requires either:

A. Paramedic licensure

Or

B. Minimum Standards Certification

will have their salary deducted by the costs of the associated school distributed over two (2) years for Paramedic and one (1) year for Minimum Standards. The establishment chosen to provide the required licensure or certification is at the discretion of the Fire Chief so as to not limit the department and to ensure the employee completes this process in an expeditious manner. Starting salary will be step one as outlined in the Collective Bargaining Agreement (CBA) with deductions beginning once The City of Madeira Beach makes the initial payment to the institution, either partial or in full.

If a candidate is unsuccessful in completing the required education related to employment with Madeira Beach Fire Department within a three (3) year period from the date of hire, the employee can be terminated while also required to reimburse The City of Madeira Beach for any and all funds made payable to the institution. The decision for termination will be on a case-by-case basis dependent on varying factors with input provided by Human Resources and City Administration. This pay reduction does not replace the reimbursement obligation as outlined in Article 36, #13 in the CBA.

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ARTICLE 13

HOLIDAYS AND LEAVE

Section 1. Holidays

A. The following are the recognized holidays for bargaining unit employees of the City.

- (1) New Year's Day
- (2) Employee's Birthday
- (3) Memorial Day
- (4) Independence Day (July 4th)
- (5) Labor Day
- (6) Veteran's Day
- (7) Thanksgiving Day
- (8) Christmas Eve
- (9) Christmas Day
- (10) New Year's Eve
- (11) Two (2) Floating Holidays
- (12) Martin Luther King's Day
- (13) Any Recognized City Holiday

B. Firefighters will be paid at the rate of 12 hours per holiday on their next bi-weekly payroll which will be computed at the regular pay rate. Firefighters who are on duty for that holiday will be paid 18 hours on their next-bi-weekly payroll which will be computed at the regular pay rate. Employees on a forty-hour work week covered by this agreement shall be paid the equivalent of a normally scheduled day's pay (at their regular straight-time rate) for the above designated holidays as observed by the city. Should any designated holiday fall on a Sunday, the following Monday shall be observed as the official holiday. Holidays falling on Saturdays shall be observed on the preceding Friday. If an employee uses sick leave on a holiday, the employee will not be eligible to receive the holiday hours provided for herein. In the

event the employee's sick leave use on a holiday is less than 24 hours, the employee will be eligible for a prorated amount of the holiday hours provided for herein.

- C. Individual firefighters may elect to take holiday hours in lieu of receiving holiday pay. No employee shall be allowed to accrue more than 144 hours of holiday time. Any holiday hours accrued in lieu of receiving holiday pay carry no cash value.
- D. Floating Holidays (one Floating Holiday equals 12 hours) must be taken in the calendar year earned and are forfeited if unused during that year. No compensation shall be paid in lieu of taking floating holidays or at separation. Employees hired on or after July 1 of a given year shall receive only one (1) Floating Holiday in their initial year of hire and shall be able to use the time during probation. Floating Holidays may be used in the same manner as sick leave with one (1) hour notification and used in one (1) hour increments.

Section 2. Annual Leave

- A. The Annual Leave accrual for Firefighters of the City of Madeira Beach is as follows:
 - 1. Employees with less than five (5) years of uninterrupted service shall receive fourteen (14) hours of Annual Leave per month beginning with the month following the first month of employment. This provides one hundred sixty-eight (168) hours of annual leave credit per year or the equivalent of seven (7) working days. For forty-hour employees with less than five (5) years of uninterrupted service shall receive six point six seven (6.67) hours of Annual Leave per month beginning with the month following the first month of employment. This provides eighty (80) hours of annual leave credit per year or the equivalent of ten (10) working days.
 - 2. Employees with five (5) or more years of uninterrupted service but less than ten (10) or more years of uninterrupted service shall receive sixteen

(16) hours of Annual Leave per month beginning with the month following the 5th year anniversary date. This provides one hundred ninety-two (192) hours of Annual Leave credit per year or the equivalent of eight (8) working days. For forty-hour employees with five (5) or more years of uninterrupted service but less than ten (10) or more years of uninterrupted service shall receive ten (10) hours of Annual Leave per month beginning with the month following the 5th year anniversary date. This provides one hundred and twenty (120) hours of Annual Leave credit per year or the equivalent of seven (15) working days.

3. Employees with ten (10) or more years of uninterrupted service but less than fifteen (15) or more years of uninterrupted service shall receive eighteen (18) hours of Annual Leave per month beginning with the month following the 10th year anniversary date. This provides two hundred sixteen (216) hours of Annual Leave credit per year or the equivalent of nine (9) working days. For forty-hour employees with ten (10) or more years of uninterrupted service but less than fifteen (15) or more years of uninterrupted service shall receive thirteen point three three (13.33) hours of Annual Leave per month beginning with the month following the 10th year anniversary date. This provides one hundred fifty-nine point ninety-six (159.96) hours of Annual Leave credit per year or the equivalent of twenty (20) working days.
4. Employees with fifteen (15) or more years of uninterrupted service but less than twenty (20) or more years of uninterrupted service shall receive twenty (20) hours of Annual Leave per month beginning with the month following the 15th year anniversary date. This provides two hundred forty (240) hours of Annual Leave credit per year or the equivalent of ten (10) working days. Forty-hour employees will continue accruing the same time as in step 4.
5. Employees with twenty (20) or more years of uninterrupted service shall receive twenty-two (22) hours of Annual Leave per month beginning with the month following the 20th Anniversary date. This provides two hundred sixty-four (264) hours of Annual Leave credit per year or the

equivalent of eleven (11) working days. For forty-hour employees with twenty (20) or more years of uninterrupted service shall receive twenty (20) days plus one day per year of service over twenty (20) years with the maximum of twenty-five (25) days annual leave per year.

- B. Annual Leave may be accumulated from year to year up to a maximum accrual based on the schedule set forth below:

Uninterrupted Service	Maximum Allowable Accrual
Less than 5 years	288 Hours
5 years or more but less than 10 years	336 Hours
10 years or more but less than 15 years	384 Hours
15 Years or more but less than 20 years	432 Hours
20 years or more	480 Hours

- C. Persons who have been employed by the City for a period of 1 year or more shall receive payment of unused annual leave accumulated to the date of separation upon termination of City employment.
- D. Annual Leave shall not be granted in amounts less than one (1) hour increments for all 24-hour shift personnel. Employees may only take annual leave with a minimum of three (3) days advance notice and as long as no overtime is required to complete the shift. The Fire Chief, or his/her designee, has the discretion to allow an employee annual leave without the required advance notice.
- E. Employees who have annual leave accrual in excess of 92 hours may sell back 24 hours to the City once per year in November. Employees who have annual leave in excess of 200 hours may sell back 48 hours to the City once per year in November. Election to sell hours must be made prior to September 30. If the employee's accrued leave balance falls below the

minimum at the time of the check disbursement, the request shall be modified (48 hours down to 24 hours) or denied if the balance falls below 92 hours.

Section 3. Sick Leave

A. Sick leave may be granted for the following reasons:

1. Personal illness;
2. Personal medical or dental appointments;
3. For light duty time off;
4. For personal illness or injury of immediate family residing in the same household.

B. Sick leave will be earned by Firefighters at the rate of fourteen (14) hours per month beginning with the month following the month of employment and continuing each month thereafter up to a maximum accrual of 720 hours. Sick leave will be credited twelve months per year. Absence from a day of duty due to illness will be charged on an hourly basis. Sick leave may be used to the extent that it has been accumulated but may not be advanced to employees who have no sick leave credit balance. This program provides 168 hours of sick leave credit per year. For forty-hour employees sick leave will be earned by Firefighters at the rate of eight (8) hours per month.

C. An employee must notify the Fire Chief or designee of illness or any other reason for which sick leave may be granted, but leave must be requested from the Fire Chief or designee no later than thirty (30) minutes from the scheduled start of the employee's normal shift. An employee must notify the Chief or designee of illness or any other reason for which sick leave may be granted before departing at any other time of day. Failure to comply with the above-mentioned procedures may result in a loss of pay for sick leave.

D. The Fire Chief may request a doctor's certificate of proof of illness after the second consecutive shift of illness or where otherwise necessary to verify the employee's condition and/or fitness for duty.

- E. Upon separation from City employment, employees will be paid 50% of accrued sick leave provided that separation is under "good terms." "Good Terms" is defined as providing two weeks written notice prior to resigning and not pursuant to any disciplinary action.

Employees who retire under the FRS program meeting the 25 years or age 55 requirement, disabled employees, and line of duty death employees will be paid 75% of their accrued sick leave.

- F. In the event an employee is laid off for lack of work and re-employed by the City within a two-year period, he/she shall be credited with the sick leave accumulated as of the day of such layoff minus any sick leave paid out at the time of separation.
- G. If a bargaining unit employee has exhausted all of his or her sick leave, other bargaining unit employees may upon request make donations of sick leave pursuant to City policy.

Section 4. Leave with Pay

- A. Leave with pay shall be authorized by the Fire Chief in order that employees may serve required jury duty, military training, or active military duty.
- B. An employee called for jury duty shall be paid, for the period during which such employee is called for jury duty, the difference between the employee's daily or hourly pay from the City and the amount of daily jury duty pay the employee received while on jury duty for all days or periods for which such employee was scheduled to work for the City. Such leave with pay shall commence on the first day such employee is called for jury duty.
- C. An employee called to military training or active military duty shall be paid the difference between the employee's daily or hourly pay from the City and the amount of such employee's daily or hourly military pay while engaged in military training or active military duty for all days or periods for which such employee is scheduled to work for the City for a maximum of thirty (30) calendar days per year. For the purpose of this subsection, a calendar

year will begin on the first day the employee is entitled to leave with pay under this subsection. Leave with pay under this subsection will commence on the first day of military training or active military duty.

- D. Employees will accrue Annual and Sick Leave while in a leave with pay status.
- E. There shall be no exceptions to the above without prior written approval of the City Manager.

Section 5. Leave Without Pay

- A. A leave of absence without pay may be granted by the City Manager to a regular full-time employee for any of the following reasons:
 - 1. Illness or disability.
 - 2. Maternity.
 - 3. To engage in a course of study.
 - 4. For other good reasons which are considered to be in the best interest of the employee and the City.
- B. In no instance shall a leave of absence exceed a period of one year, unless approved by the Board of Commissioners.
- C. Employees will not accrue Annual or Sick Leave while in a leave without pay status.

Section 6. Disability Leave

An employee who sustains a job-connected disability shall be entitled to the following benefits, but only after a thorough investigation by the Fire Chief.

- A. An employee shall be entitled to receive his/her salary less all worker's compensation benefits due him/her for a period not to exceed three (3) months beginning with the date of disability.

- B. If an employee is unable to return to work at the end of the period to which he/she is entitled, his/her case shall be reviewed by a committee comprised of the Fire Chief, the City Manager, and the Human Resource Manager. After thirty (30) days, an employee is not entitled to earn sick leave or annual leave while he/she is receiving workers' compensation benefits.
- C. All members of the bargaining unit shall receive the same benefit of Long-Term Disability Insurance as all other full-time city employees receive.

Section 10. Bereavement Leave

- A. Employees covered by this Agreement may be granted time off with pay at the straight time rate, not to exceed one (1) shift, to attend the funeral of an employee's immediate family member. Bereavement leave must be taken within the seven consecutive calendar days surrounding the date of the funeral.

If the funeral is to be held outside the state of Florida, the employee may be granted two (2) shifts under the same terms. Such leave shall be granted by the Fire Chief. Bereavement Leave shall be counted for the purposes of computing overtime.

- B. For the purpose of this Article, the employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, aunts, uncles, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren, nieces and nephews, domestic partners, first cousins, any person cohabitating in the same household.
- C. Bereavement leave shall not be charged to annual leave.
- D. Should an employee require additional time other than provided in Section 1 of this Article, he may request the additional time from the Fire Chief. Any additional time used shall be charged to annual leave or leave without pay.

- E. The employee shall, at the discretion of the Fire Chief, provide the department with proof of death in his immediate family as defined in Section 2 of this Article before compensation is approved.

Section 8. Military Leave

Military leave shall be as provided by City policy.

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty unless excused by law. Such an order or statement must accompany the formal request for military leave.

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ARTICLE 14

ANNUAL PARKING PASS

Each employee shall receive at no charge a parking pass for the City of Madeira Beach which shall be valid for one calendar year upon ratification of this contract.

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ARTICLE 15

INSURANCE AND PENSION

Section 1. Life Insurance

Accidental Death and Dismemberment Insurance will be provided as required by F.S. 112.191, or any successor thereto.

Section 2. Other Insurance

The City provides life and accident insurance, health insurance, and dental insurance on all full-time employees. Accident and health insurance policies for the employee's dependents may be purchased by the employee. The City will contribute fifty percent (50%) of the health and dental premium associated with an employee's spouse, child, or family. Information on the insurance policies is available in the City's administrative office. An employee becomes eligible for insurance during the second full calendar month of employment.

Section 3. FRS Enrollment

The City provides retirement benefits through the Florida Retirement System (FRS) for all full-time firefighters at no cost to the employee. Contribution rates and available benefits are established by the Florida Retirement System.

Section 4. Supplemental Cancer Coverage

The City will fund supplemental cancer coverage for each actively employed and future members of this collective bargaining unit for employee only coverage.

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ARTICLE 16

PHYSICAL FITNESS

Section 1. Physical Fitness Goal

The goal of the physical fitness program is to improve the health and physical endurance of firefighters in all ranks. Reaching this goal will increase safety and reduce injury. All bargaining unit employees shall participate in a departmental physical fitness program developed by the Department Fitness Coordinator and approved by the Fire Chief. Participatory requirements will be in accordance with established departmental policies. In the event the Fire Chief decides to effectuate changes to the existing physical fitness program, the changes will first be reviewed with the Union and an opportunity for impact bargaining afforded to the Union upon request at least thirty (30) calendar days before implementation.

Section 2. Physical Examinations

- A. Employees covered by this Labor Agreement will be allowed as a benefit to undergo an Annual Physical Examination by a licensed M.D., either as part of a department wide program of annual physicals as scheduled by the Fire Department or when the City has reason to question the physical or mental ability of an employee to perform his or her job duties. The City shall determine the extent of the examination, the physician, and bear the cost.
- B. The physical findings will become a matter of the employee's official physical records. The physical findings will remain as sealed documents and be retained in the Human Resource Office. The City will maintain those records in a confidential fashion as required by law.
- C. All follow-up medical work will occur through the employees' health plan or at the employees' expense.

Section 3. Minimum Fitness Standards

All staff must be able to maintain the following performance standards:

Job Performance Requirements

The JPR below is the basic entry level tasks that a firefighter is expected to be able to accomplish agreed to by Local 4966 and the City of Madeira Beach. NFPA will be used as a guideline to determine pertinent, job-related skills. These are the minimum job performance requirements (JPR).

Station 1: Donning of Bunker Gear

Firefighter shall don all protective gear and SCBA. Firefighter shall not be on air at this point. Mask is not required to be worn during this evolution.

Station 2: Ladder Raise

The firefighter will remove a 24' extension ladder from the designated area. The firefighter will walk the ladder in a shoulder carry to the designated area.

The firefighter will then raise and fully extend the ladder in a safe and controlled manner. Safe climbing angle must be confirmed as well as tying of the halyard and dogs are locked.

Firefighter will then ascend the ladder, touch the top rung, and descend the ladder once completed.

*Safety personnel will heel the ladder when the firefighter is ascending and descending the ladder.

Station 3: Stair Climb

Near the base of the stairs at the designated area, the firefighter will pick up the high-rise bag, containing its normal contents, and a section of 50' of 1 3/4" hose, pre-folded for a shoulder carry.

The firefighter will then walk an equivalent of four (4) stories. When all laps are completed the hose and high-rise bag will be placed back at the bottom of the steps. The firefighter will then proceed to the next station.

Station 4: Forcible Entry

The firefighter will pick up the sledgehammer and strike the forcible entry prop 15 times.

All strikes must be made in a convincing manner.

Station 5: Attack Line

At this point, the firefighter will don their mask and go on air.

At the attack line station there will be a charged 50' section of 1 ¾" hose with a nozzle flaked and ready for advancement.

The firefighter will then advance the charged line forward, maintaining a low profile.

No walking will be permitted during the advancement of the hose. The firefighter will then advance the hose 25'.

Once the nozzle reaches the 25' mark this will complete this station.

This will complete the JPR testing. Candidates can now doff their SCBA masks and bunker gear.

If the firefighter was able to complete all five (5) stations in 11:00 minutes or less they have successfully completed the job simulation assessment.

Failure of the member to demonstrate the ability to perform the standards during the initial test will not result in the member's being pulled from duty. However, once the inability to perform is noted, the member must be re-tested within sixty (60) days and must, at that time, be able to demonstrate full ability to perform the standards.

Failure of the member on the first re-test to demonstrate the ability to perform the standards will require a second re-test which must be conducted within thirty (30) days. At that time, the member must be able to demonstrate full ability to perform the standards.

Failure of the member on the second re-test to demonstrate the ability to perform the standards will require a third re-test which must be conducted within fifteen (15) days. At that time, the member must be able to demonstrate full ability to perform the standards.

Effective October 1st, 2022, if the member fails on the third re-test to demonstrate the ability to perform the standards, then the member will be deemed to be not qualified to continue in her or his position with the department.

ARTICLE 17

SUBSTANCE ABUSE AND TESTING

It is acknowledged that the parties intend for the City's Drug Free Workplace Program to be maintained and updated as necessary to be in accordance with the guidelines set forth by Florida Statutes. The City agrees to provide the Union with advance notice (at least thirty (30) calendar days before implementation) of any update to the City's Drug Free Workplace program. Upon prompt request of the Union within ten (10) calendar days of receiving notice, the City also agrees to meet with the Union during the advance notice period in order to discuss any questions or concerns of the Union regarding the update.

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ARTICLE 18

UNIFORMS AND PERSONAL PROPERTY

Section 1. Uniforms

The City will be responsible for selecting and providing all uniforms and equipment necessary for the performance of the required duties. At a minimum, bargaining unit employees at the time of hire shall be provided with the following: * will be replaced as needed due to wear and tear.

- One NFPA approved set of bunker gear
- 1 SCBA mask
- 4 each of duty pants, duty golf shirts, and duty t-shirts*
- 2 sets of work-out shorts*
- 1 pair of work shoes
- 1 pair of athletic shoes
- long sleeve dress shirt 1 short sleeve dress shirt, pair of dress pants, and tie 1 badge and name plate
- 2 jumpsuits*
- 1 light windbreaker
- 1 heavy winter jacket
- 1 pair of safety glasses (prescription if necessary)
- 1 hearing protector
- 1 set of twin size sheets
- 1 fanny pack
- 1 baseball style cap

The City reserves the right to issue such other uniform items and equipment as it deems appropriate in its sole discretion. Uniforms and shoes issued by the City are for on duty use only and will be replaced by the City where necessary due to normal wear and tear. Replacement due to an employee's own carelessness or negligence shall be at the employee's expense. The above items at all times remain the property of the City, and

employees shall return to the City all the above items at the time of separation.

Section 2. An employee shall be reimbursed for loss or damage to personal property necessary in the performance of his/her duty subject to the following restrictions:

The maximum reimbursement for items of personal necessity, such as prescription eyeglasses, shall be the full replacement cost up to a maximum of \$200 (two hundred dollars) per occurrence.

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ARTICLE 19

PERSONNEL RECORDS

- Section 1.** There shall be only one official record for each member, and it will be maintained in the personnel office.
- Section 2.** When any formal disciplinary action is taken, the summary of the investigation or events upon which the discipline is based shall be included in the record.
- Section 3.** All personnel records shall be held in accordance with State Law.
- Section 4.** All members shall have the right to inspect and make copies of their personnel records. No records will be hidden from a member's inspection.
- Section 5.** Letters of complaint from citizens will not be inserted in a member's personnel record unless sustained.
- Section 6.** A member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.
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ARTICLE 20

SENIORITY AND REDUCTION IN FORCE

Section 1. City seniority is understood to mean a member's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.

Section 2. City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

Section 3. Members shall lose their seniority as a result of the following:

- A. Voluntary termination
- B. Retirement
- C. Termination for legitimate reasons
- D. Absence without authorized leave for one (1) shift
- E. Failure to report to the Fire Chief or his designee intention of returning to work within five (5) days of return receipt verification of certified mail.
- F. Failure to return from military leave within the time limits prescribed by law.

Section 4. Layoff -When it becomes necessary to reduce a class of members in the department because of lack of funds, shortage of work, the abolition of a position because of changes in organization or other causes, members in that class shall be laid off on the basis of the following:

Members will be laid off in the inverse order of their length of time in City seniority except when the Fire Chief believes that a certain employee is

essential to the efficient operation of the department because of special skills or abilities, and wishes to retain this individual in preference to a person with greater length of service in seniority. The Fire Chief must submit a written request to the City Manager for permission to do so. This request must set forth in detail the specific skills and abilities possessed by the individual and the reasons why such an individual is essential to the effective operation of the department. If the City Manager approves the request, the individual may be retained.

- Section 5.** Lieutenants accepting a reduction in rank to firefighter shall retain full departmental seniority.
- Section 6.** Lieutenants accepting a reduction in rank will be paid at the corresponding step in the Firefighter scale and have their pay reduced by the percentage difference between the Lieutenant's pay grade and the pay grade of the accepted new position.
- Section 7.** Recall - Members in layoff status will retain recall rights and shall have preference to work over applicants on eligibility lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the member's records. Within fifteen (15) workdays of the certified receipt date, laid-off members must signify their intention of returning to work to the Human Resource Office.
- Section 8.** Recall will be offered to laid-off members provided they are qualified to perform the duties of the job. A laid-off member, when offered recall, who is temporarily unable to accept due to medical reasons may request an extension of time in which to accept or decline recall not to exceed thirty (30) days.
- Section 9.** Lieutenants reduced in rank under the provisions of this Article shall retain recall rights to their former position over any eligibility list. When members are recalled from layoff, the members with the greatest classification seniority shall be recalled in order of seniority or in inverse order of layoff, when time in classification was equal. When recalled, a member's classification seniority date shall remain the same.

Section 10. The City shall prepare a seniority list and furnish the same to the Union representative. Such list shall be considered correct unless objection is raised within ten (10) days of posting.

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ARTICLE 21

SAFETY OF VEHICLES AND EQUIPMENT

- Section 1.** The purpose of this Article is to eliminate from use any vehicle or equipment that is dangerous to the operator or the public.
- Section 2.** No member shall be required to operate any vehicle or equipment that is determined to be in an unsafe operating condition. The Fire Chief/ranking shift officer will be responsible for the safe operation of all vehicles under their authority and will make the final determination of whether the vehicle is safe or not.
- Section 3.** Employees may receive safety instructions.
- Section 4.** At the request of the Union, the Fire Chief shall make himself reasonably available to discuss safety issues and consider suggestions from the Union in that regard.
- Section 5.** No employee shall be asked or required to perform construction.
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ARTICLE 22

INDEMNIFICATION

Section 1. Legal defense of members and/or the payment of judgments shall be available as provided under Chapter 111, Florida Statutes and subject to provisions of Florida Statutes Chapter 768.

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ARTICLE 23

BULLETIN BOARDS

- Section 1.** The Union shall be entitled to reasonable use of one bulletin board in a work location established by the Fire Chief.
- Section 2.** The bulletin board shall be used for posting Union notices as follows:
- A. Notices of Union social or recreational affairs.
 - B. Notices of Union elections and results of such elections.
 - C. Notices of Union appointments and other official Union business.
- Section 3.** All notices shall be signed by a duly recognized officer of the Union.
- Section 4.** Any Union material not meeting the criteria of Section 2 and 3 of this Article may be removed by any member of management.
- Section 5.** All costs incidental to preparing and posting Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on the designated bulletin board and for maintaining such bulletin board in an orderly condition.
- Section 6.** All costs related to acquiring and installing the bulletin board will be borne by the Union. The size of the bulletin board shall not exceed 24" x 36".
- Section 7.** Duplicate copies of all notices posted shall be submitted to the Fire Chief prior to posting.
- Section 8.** If the Fire Chief feels that the material to be posted is inappropriate he will notify the Union and the notice will not be posted. However, if the Union feels that permission to post any Union notice has been unfairly withheld, it may resort to the grievance procedure up to and including the City Manager.

Section 9. No material will be posted on the Union bulletin board which is defamatory or obscene.

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ARTICLE 24

CHECKOFF/DUES DEDUCTION

Section 1. Employees covered by this agreement may authorize, on the prescribed form, the deduction of Union dues by execution of the Notice forms in Section 2.

Section 2. For the purpose of putting this Article into effect, the Treasurer of the Union will furnish forms to employees that desire to authorize payroll deduction of Union dues.

The form shall be as follows:

**NOTICE TO CITY OF MADEIRA BEACH AUTHORIZATION
FOR DEDUCTION OF UNION DUES**

I hereby authorize the City of Madeira Beach to deduct from my paycheck each pay period m union dues as certified to the employer by the Pinellas County Professional Firefighter Association, IAFF, Local 4966 in the amount specified by the Local. I understand that this authorization is voluntary, and I may revoke it at any time by giving the City of Madeira Beach notice in writing.

Signed: _____ Date: _____

Job Title: _____ Social Security Number: _____

Date Submitted: _____

Section 3. Payroll dues assessment authorizations are revocable at the employee's request upon thirty (30) days written notice to the employer and the Union.

Section 4. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

- Section 5.** The Union agrees to pay the employer an annual fee of \$30.00 for the service of dues deductions.
- Section 6.** The City will transmit the dues deducted in any month to the Union within ten (10) calendar days of the following month except in the case of reasonable delays.
- Section 7.** In any pay period in which there is insufficient pay to cover all other duly authorized deductions, Union dues will not be deducted from an employee's pay.
- Section 8.** The Union will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing with the signature of an authorized officer of the Union. Changes in Union membership dues will be similarly certified to the City and shall be done at least thirty (30) days in advance of the effective date of such change.
- Section 9.** The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by payroll deduction of dues assessments. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employees.
- Section 10.** In the event the Union fails to deposit the City's check for union dues in a timely manner and it becomes necessary to stop payment and reissue the missing check, the Union will be charged all applicable third-party fees plus a Twenty-Five Dollar (\$25) handling fee by the City.
- Section 11.** The Union shall notify the City within seven (7) days of any change in address.
-

Intentionally left blank.

ARTICLE 25

UNION BUSINESS

The Union Representative or his designee will be granted time off for attendance at conferences, conventions or seminars held outside the City of Madeira Beach from a Union business pool time account. All time off for the above Union business will be scheduled in advance and subject to operational requirements. On the first paycheck in March and September each bargaining unit employee who has completed a six-month probation shall place three (3) hours of leave time - annual or holiday- to the Union pool time account when union pool reaches 112 hours or below.

The proper form shall be filled out and signed each city fiscal year and is to be handled by the union.

Employees covered under this Agreement will be allowed to wear their union pin on their uniform.

Intentionally left blank.

ARTICLE 26

EDUCATIONAL REIMBURSEMENT

Bargaining unit employees shall be entitled to tuition reimbursement under the same terms and conditions as established for City employees under the City's Employee Manual with the approval of the Fire Chief.

Education Leave

Each permanent employee will be eligible for education leave upon having full staffing. All classes will be approved by the Chief or his designee before receiving time off. At any time during the term of this contract, the city wishes to increase this benefit, all members will be covered under this agreement. Education leave must be approved by the Fire Chief subject to budget availability.

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ARTICLE 27

PRINTING OF AGREEMENT

The City agrees to make a written copy of the final Agreement available at the Fire Station. The City also agrees to provide the Union with a final written copy and an electronic copy of the Agreement within twenty-one (21) calendar days of final ratification and signature of all parties. Each party shall bear their own costs of printing and distributing the Agreement.

Intentionally left blank.

ARTICLE 28

PREVAILING RIGHTS

All wages, hours, and terms and conditions of employment enjoyed by bargaining unit employees as of the date of ratification of this Agreement and which are not included in the Agreement shall not be changed arbitrarily and capriciously.

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ARTICLE 29

MAINTENANCE OF CONDITIONS

The City recognizes that certain conditions of general application to all City employees exist which are not covered by this Agreement. Consequently, the City agrees that it will maintain those conditions for the employees in the bargaining unit to the extent it maintains them for all other City employees; provided, however, nothing here shall in any way inhibit the City's rights to change, modify or eliminate said conditions, where said action is deemed appropriate for efficient operation of City government.

Intentionally left blank.

ARTICLE 30

DURATION

- Section 1.** This Agreement shall be effective on October 1, 2024, and shall remain in full force and effect until September 30, 2027.
- Section 2.** Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing one hundred eighty (180) days prior to the expiration except if mutually agreed to otherwise.
-

Intentionally left blank.

ARTICLE 31

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.

Intentionally left blank.

ARTICLE 32

DEFERRED COMPENSATION PROGRAM

Employees of Local 4966 shall be afforded the option of entering a retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood that the Employer will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that the bargaining unit members may participate in. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

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ARTICLE 33

NO TOBACCO USE AS A CONDITION OF EMPLOYMENT FOR NEW HIRES

The Surgeon General of the United States has determined that tobacco, particularly cigarettes, contributes to the development of a number of heart and lung diseases.

The State of Florida enacted a presumption law which treats certain conditions, such as heart disease, hardening of the arteries, and hypertension as work-related.

Due to documented effects of smoking and the special hazards and exposures associated with the occupation of firefighting, the City and Union agree to the following:

1. As of October 1, 2001, the City of Madeira Beach will hire as firefighters only individuals who do not smoke or chew tobacco.
2. Smoking and chewing will not be permitted on or off-duty for all uniformed employees hired on or after October 1, 2001.
3. A uniformed employee hired on or after October 1, 2001, who smokes or drinks on or off-duty will be subject to discipline, up to and including discharge.
4. Although employees have the right to grieve disciplinary actions after their initial probationary periods have been completed, the Union agrees that the policy itself will not be grieved.
5. All uniformed employees of the Fire Department represented by their bargaining unit who were hired before October 1, 2001, will not be affected by the no-tobacco condition of employment.

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ARTICLE 34

FITNESS FOR DUTY

The physical fitness of Life Safety employees is vital to the level of service provided to the public in time of need. The City of Madeira Beach provides annual wellness physicals for all firefighters in addition to a fitness program specifically developed for firefighters. In the event a firefighter's fitness for duty is questioned, the following procedures will be implemented.

A. The employee has been seen by their medical provider:

1. If the employee is injured while not working for the City of Madeira Beach, the employee shall notify the Fire Chief, or her/his designee, as soon as possible. The employee shall state that he or she was injured and that he or she has been seen by a physician.
2. The employee shall not be eligible to return to duty unless he/she provides a physician's statement that reads the employee may return to work as a firefighter with no restrictions. The City reserves the right to require a second opinion and shall determine the extent of the examination, the physician, and the cost for the second opinion. If the opinions differ, the employee and the City shall select a third physician whose opinion shall be binding.
3. If, in the opinion of the Chief or his/her designee, an employee is not able to perform the essential functions of his or her position, the City has the right to send the employee to the City's physician at the City's cost. If the resulting evaluation provides that the employee cannot perform his or her duties as a firefighter without restrictions, the employee shall be put on sick leave until he or she provides the City a letter from a physician stating the employee is released to work without restrictions.

B. The employee has not been seen by any medical provider:

1. The Chief or his/her designee may send the employee to the City's physician, or local emergency room, if appropriate.
2. The time spent in receiving medical evaluation is charged to Administrative Leave.

3. If the medical provider states the employee is not able to perform the essential functions of their position, the time from work following the appointment will be charged to their accumulated sick leave. If there is not sufficient sick leave available, the employee may use accumulated annual leave, holiday, and compensatory time, if any.

Intentionally left blank.

ARTICLE 35

PROMOTION POLICY

Lieutenant

Section 1. To be considered for promotion to Lieutenant, the member must meet the following criteria:

- Minimum of three (3) years fire service experience
- Minimum of one (1) year service with the City of Madeira Beach Fire Department
- Possess a Florida State Fire Officer 1 (FO1) certificate at the time of the exam.

Section 2. Testing parameters shall include, but are not limited to:

- Written exam
- Tactical scenario
- Employee conflict resolution
- Public Presentation

Section 3. Additional points shall be awarded as follows:

Seniority - $\frac{1}{2}$ point per year to a maximum of 5 %.

Education - $\frac{1}{2}$ point per FSFC Fire Certification to a maximum of 5%.

Section 4. If less than two members are eligible, the one year of service with the City of Madeira Beach may be waived and applicants may be solicited from outside the Department.

Section 5. Promotion testing shall be conducted as soon as practicable in each instance where a promotion position becomes open. The promotion shall not be made until the results of the testing are finalized and published by the Fire Chief.

Section 6. For every available position, the Fire Chief will have the choice of the top two candidates.

Section 7. All promotions are subject to six (6) months' probation.

Driver/Engineer

Section 1. To be considered for promotion to Driver Engineer, the member must meet the following criteria:

- Minimum of three (2) years fire service experience
- Minimum of one (1) year service with the City of Madeira Beach Fire Department
- Possess a Florida State Pump Operator certificate at the time of the exam.

Section 2. Testing parameters shall include, but are not limited to:

- Written exam
- Practical scenario

Section 3. Additional points shall be awarded as follows:

Seniority - $\frac{1}{2}$ point per year to a maximum of 5 %

Education - $\frac{1}{2}$ point per FSFC Fire Certification to a maximum of 5%

Section 4. If less than two members are eligible, the one year of service with the City of Madeira Beach may be waived and applicants may be solicited from outside the Department.

Section 5. Promotion testing shall be conducted as soon as practicable in each instance where a promotion position becomes open. The promotion shall not be made until the results of the testing are finalized and published by the Fire Chief.

Section 6. For every available position, the Fire Chief will have the choice of the top two candidates.

Section 7. All promotions are subject to six (6) month probation.

ARTICLE 36

CONDITIONS OF EMPLOYMENT FOR NEW HIRES

I, _____ in accepting a position as a Probationary Employee, understand fully that I will be tested monthly on training modules and undergo a final exam at the end of my probationary period. The monthly exams will be in accordance with Department Standards, and I will be expected to pass all exams including the final exam with a minimum score of 80. The final exam will consist of both written and practical exercises. During my probation period, my general performance, appearance, attitude, initiative, and dependability will be evaluated.

In order to maintain a permanent position with the City of Madeira Beach Fire Department, I will be required to maintain all Firefighter/EMS and related certifications I now possess or acquire during the course of my employment. As a condition of employment, I am to maintain such certifications as I have at the time of employment. Additionally, I must maintain any certifications I obtain during the course of my employment. Failure to maintain certifications may result in termination.

I am fully aware of what is expected of me during my probation period or course of employment.

Signature of Probationary Employee

Witness

Date

Fire Chief

ACCEPTED _____ REFUSED _____

DATE _____

FIRE RESCUE DEPARTMENT
REGARDING CONDITIONS OF EMPLOYMENT

NAME _____

DATE _____

CONDUCTED BY Chief _____

1. Management

Are you aware that the Fire Department is a semi-military organization and that you will be managed by an individual giving you orders?

YES _____ NO _____

Do you have any reservations about taking such direction or orders while working in this type of emergency environment?

YES _____ NO _____

2. Work Schedule

Are you aware that firefighter/firemedic personnel work a 24-hour shift while on duty, with 48 hours off after a duty shift?

YES _____ NO _____

Are you able to work the 24/48-hour schedule?

YES _____ NO _____

3. Appearance

Are you aware the Department has a uniform code and policy for personal appearance and hygiene for all personnel?

YES _____ NO _____

Do you have any problems with conforming to Department code and policy?

YES _____ NO _____

4. Tardiness

Are you aware that our work shifts commence at 7:00 a.m. and that it is necessary that you be at your duty station and ready to begin work at that prescribed time?

YES _____ NO _____

Tardiness is not acceptable; therefore, strict discipline will be applied according to the regulations of the Department. Do you understand that tardiness will result in dismissal?

YES _____ NO _____

5. Tobacco Products

Are you aware of, and able to comply with, Section 633.34(6), Florida Statutes which requires you to be a nonuser of tobacco or tobacco products for at least one (1) year immediately preceding application?

YES _____ NO _____

Do you additionally understand that the use of tobacco, on or off duty, is prohibited throughout the term of your employment?

YES _____ NO _____

Are you aware that if you use any tobacco products, on or off duty, you will sever your employment with the Department?

YES _____ NO _____

6. Physical Fitness

Are you aware the Department has a physical fitness program and evaluations designed to protect the health of every employee, and that it will continue throughout your term of employment?

YES _____ NO _____

Are you aware that by not complying with the physical fitness requirements, as stated in SOP 100-90, you will sever your employment with the Department?

YES _____ NO _____

7. Alcohol

Are you aware that you are not permitted to consume alcohol while on duty or within four (4) hours prior to reporting for duty?

YES _____ NO _____

Are you aware that if you consume alcohol as stated above you will be subject to termination?

YES _____ NO _____

8. Personal Conduct

Are you aware that while off duty you are considered a representative of the City of Madeira Beach and City's Fire Department, and you are to maintain proper conduct which does not adversely affect the City of Madeira Beach and/or Madeira Beach Fire Department?

YES _____ NO _____

Do you agree to maintain a personal code of conduct as outlined in SOP 100-01 that does not reflect unfavorably on the City of Madeira Beach or its Departments, and if you fail to do so, may be cause for termination?

YES _____ NO _____

9. Holiday Schedules

Are you aware that your work schedule will require you to work on holidays?

YES _____ NO _____

Are there any religious holidays that would prevent you from meeting your work obligation?

YES _____ NO _____

If you answered "yes" above, please list the religious holidays that would prevent you from meeting your work obligation: _____

10. Driver's License

Are you aware that you must possess a valid Florida Class E driver's license and maintain it during your probationary period, as well as during your term of employment?

YES _____ NO _____

Do you understand that the loss of this license can be cause for termination?

YES _____ NO _____

11. Training

Are you aware that your position requires a great deal of training and studying to maintain your position?

YES _____ NO _____

Are you aware that the City of Madeira Beach Fire Department provides funding for pre- approved classes and at times you will be expected to attend seminars that are related to your duties?

YES _____ NO _____

You will be expected of your own volition to meet continuing education recertification requirements and improve your skills within your working profession via classes, seminars, etc. There will be a Training Record set up on you and any certificates should be submitted to us for documentation. Do you accept this requirement?

YES _____ NO _____

12. Illegal Substances

Are you aware that you are not permitted to use or consume any substance, which may affect your ability to perform your job functions, operate a motor vehicle, or interact with the public?

YES _____ NO _____

Are you aware that if you do use or consume any amount of any illegal substance you will be subject to termination?

YES _____ NO _____

Are you aware that if you are involved with anyone who uses or consumes any illegal substance that you may be subject to termination?

YES _____ NO _____

13. Reimbursement Obligation

If the employee voluntarily terminates the application process, declines employment, fails to successfully complete the probation period or separates from employment within three (3) years of the employee's date of hire, the employee will be responsible for reimbursing the City for all costs incurred in processing the application for employment to include, but not necessarily limited to the following estimated charges.

- A. Physical Examination \$850.00
- B. Firefighter Bunker Jacket & Pants \$2500.00
- C. Firefighter Boots \$300.00
- D. Uniforms \$950.00
- E. FDLE Background Investigation \$24.00
- F. Motor Vehicle Report (up to) \$18.35
- G. Employment Verification Services \$15.00 to \$25.00 per employer

Further, the employee hereby authorizes the City to deduct any and all such costs from any pay due employee for service rendered. Any remaining reimbursement obligation balance shall be paid by the separated employee to the City within sixty (60) days of the official separation date.

If court action is required after sixty (60) days of separation to collect any reimbursement obligation balance remaining after deduction from final pay, the separated employee also agrees to reimburse the city for any court and legal fees required to collect any remaining balance.

EMPLOYEE'S SIGNATURE _____ DATE _____

FIRE CHIEF'S SIGNATURE _____ DATE _____

State of Florida

County of Pinellas

Sworn to and subscribed before me this _____ day of _____, 20____,

By _____

Personally known _____ or Produced Identification

Type of Identification Produced _____

My Commission expires _____ (Seal)

Notary Signature: _____

Date: _____

ARTICLE 37

MISCELLANEOUS

Section 1. Heat stress activity schedule.

- A. The heat stress index to be used will be the chart from the National Fire Academy, with daily temperature readings to be taken from the weather channel.
- B. As outlined in the above-mentioned chart, when the humidity reaches 90-105, which falls into the extreme caution category. When outdoor activities are conducted it will be under controlled conditions with breaks provided every 30 minutes in shaded areas with fluids available for all personnel.
- C. When the humidity reaches the danger category (105-130), outdoor training should be limited. When outdoor activities are conducted it will be under controlled conditions with breaks provided every 30 minutes in areas with fluids available for all personnel.
- D. When the humidity reaches the Extreme Danger category (Above 130) all outdoor training will be halted.

Heat Stress Index

	Relative Humidity								
	10%	20%	30%	40%	50%	60%	70%	80%	90%
Temperature Degrees Fahrenheit	104	98	104	110	120	132			
	102	97	101	108	117	125			
	100	95	99	105	110	120	132		
	98	93	97	101	106	110	125		
	96	91	95	98	104	108	120	128	
	94	89	93	95	100	105	111	122	
	92	87	90	92	96	100	106	115	122
	90	85	88	90	92	96	100	106	114
	88	82	86	87	89	93	95	100	106
	86	80	84	85	87	90	92	96	100
	84	78	81	83	85	86	89	91	95
	82	77	79	80	81	84	86	89	91
	80	75	77	78	79	81	83	85	86
	78	72	75	77	78	79	80	81	83
	76	70	72	75	76	77	77	77	78
	74	68	70	73	74	75	75	75	76

Note: Add 10 Degrees F when protective clothing is worn & 10 Deg. when in direct sunlight

Humiture Degrees Fahrenheit	Danger Category	Injury Threat
Below 60 Degrees	None	Little or no danger under normal Circumstances
80 - 90 Degrees	Caution	Fatigue possible if exposure is prolonged and there is physical activity
90 - 105 Degrees	Extreme Caution	Heat cramps and heat exhaustion possible if exposure is prolonged and there is physical activity
105 - 130 Degrees	Danger	Heat cramps or exhaustion likely, heat stroke possible if exposure is prolonged and there is physical activity

Section 2. Each member shall be entitled to register her or his children in the City-run summer camp program, to the extent such a program is offered to the public, and to the extent the program has slots available. Members may register their children at no cost to the member but must still complete the program's registration and release forms, and their children must adhere to all rules of conduct and participation established for program participants.

Intentionally left blank.

Now therefore the Parties have caused this Agreement to be executed by their duly authorized representatives on this _____ day of October, 20____.

City of Madeira Beach

Pinellas County Professional
Firefighters Association,
Local 4966