

CITY OF TAVARES, FLORIDA

and

PROFESSIONAL FIREFIGHTERS  
of TAVARES  
Local #3245, IAFF

2007-2009  
Collective Bargaining Agreement

Dated: October 16, 2007

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## **ARTICLE 1**

### **Preamble**

This article is entered into by and between The City of Tavares, Florida, hereinafter referred to as the Employer or the City, and Professional Fire Fighters of Tavares Local #3245, International Association of Fire Fighters, hereinafter referred to as the Union or the Unit.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which arise; to establish proper standards of wages, hours and other conditions of employment; and to provide the best possible professional firefighting and related services to the citizens of Tavares at the most economical cost.

Noticing addresses of record shall be:

Human Resources Director  
City of Tavares  
201 East Main Street  
Tavares, FL 32778

Union President  
IAFF Local #3245  
Post Office Box 711  
Tavares, FL 32778

## **ARTICLE 2**

### **Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for: Firefighters (EMT or Paramedic), Engineers (EMT or Paramedic), Fire Lieutenants (EMT or Paramedic), Fire Captains (EMT or Paramedic), and Shift Commander / Battalion Chiefs (EMT or Paramedic) employed by the City of Tavares.

The parties agree that the Assistant Fire Chief and Fire Inspectors (full or part time / non-firefighting by job description) are not included in the bargaining unit.

## **ARTICLE 3**

### **Dues Check-Off**

The Employer agrees to deduct monthly dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the local union, commencing with the first pay period of the month after receipt of written authorization and continuing every first pay period thereafter. The Employer shall continue making dues deductions until it receives written notice from an employee requesting that the deduction cease.

No deduction shall be made from an employee's pay for any period in which the employee's net earnings for that pay period, after tax deductions, are less than the amount of dues to be paid.

The Union shall pay the City an annual fee of twenty dollars (\$20.00) for this service, to be paid upon the ratification of this contract by all parties.

The Union shall notify the City in writing as to the amount of dues and shall provide the City thirty (30) days advance written notice of any changes in the amount to be deducted.

## **ARTICLE 4**

### **Union Activity**

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union.

## **ARTICLE 5**

### **Union Business**

Employees elected or appointed to represent the Union at Union functions, including but not limited to attendance at regular and special meetings, conventions, seminars and conferences may attend those functions on their own time (vacation or days off), without pay.

Subject to availability, an employee representing another employee in any grievance proceeding on behalf of the Union shall be allowed to attend grievance proceedings, up to but not including arbitration, while on duty without loss of pay. However, the on-duty employee shall be subject to call out at any time during the grievance proceedings. No off-duty employee union representative shall be paid for attending any grievance proceeding.

The Union president or designee may perform minimal Union business related activities on duty. Minimal activities will be limited to delivering to/receiving documents from the City; generating to/answering e-mail from the City for the purpose of scheduling collective bargaining sessions, and placing/returning telephone calls to the City for the purpose of scheduling collective bargaining sessions.

## **ARTICLE 6**

### **Bulletin Board Space**

The Employer shall provide one 4' x 3' space on a bulletin board for the use of the Union in each fire station at a convenient location to employees. All materials placed on the bulletin board shall be dated and signed by a Union official. The Union shall not post, sanction, approve or allow the posting of any material which is obscene or which may discredit the Employer.

## **ARTICLE 7**

### **Printing and Supply of Agreement**

The Employer shall retain the original signed agreement and shall provide one (1) copy to each unit member and one (1) copy to new employees within their first two weeks of employment.

## **ARTICLE 8**

### **Employee Status**

- 8-1 The Employer shall maintain and post annually a current seniority list of bargaining unit members. This list shall be used whenever called for by specific articles and sections of the Agreement and in such other cases as may be agreed upon by the Employer and the Union.
- 8-2 The Employer shall maintain a catalogue of job descriptions of positions within the bargaining unit.
- 8-3 Any proposed changes in job descriptions shall be posted at least seven (7) days prior to the date the proposed changes are to be implemented.

## ARTICLE 9

### Existing Rules and Regulations

- 9-1 The parties acknowledge that the Employer currently has policies, rules and regulations governing employment and conduct of all employees, including fire department employees. Those policies, rules and regulations in effect as of the date of this Agreement shall continue in force except to the extent that they specifically conflict with this Agreement, in which event the terms of this Agreement shall control. It is understood by both parties that minimum staffing for the City of Tavares Fire Department Operations is as follows:

Engine -1	3 personnel
Engine-2 or Ladder-2	2 personnel
Shift Commander	1 person

Both parties agree that with the creation of the Shift Commander position, the Shift Commander may ride in the Officer position on Engine-1, serving dual roles of Shift Commander and Engine-1 Company Officer.

- 9-2 Notification of any written rule change shall be provided to the Union simultaneously with the promulgation of the rule change by posting the rule on the fire station bulletin boards. All such rule changes shall take effect no less than fifteen (15) calendar days from the date the rule is posted on the fire station bulletin board unless exigent circumstances exist for the rule change to take effect immediately. In such an instance, the posted notice shall clearly state that the rule shall become effective immediately. Unit members shall be required to acknowledge notice of all new rules by initialing the posted rule within the fifteen (15) calendar-day period. Nothing herein shall be construed so as to limit the Employer's authority to make rules of employment, consistent with this Agreement, according to law. A request for bargaining as to any new rule shall be provided to the Employer within fifteen (15) calendar days of notification of the new rule, in which event the effective date of the new rule will be postponed fifteen (15) calendar days to allow for impact bargaining.
- 9-3 The Union agrees that its members shall comply with all applicable rules and regulations. No disciplinary action will be taken for violation of a rule or regulation until it has been posted and acknowledged pursuant to Article 9-2.
- 9-4 If in the sole discretion of the City Administrator, or in his absence, the City official so designated by law to act in her absence, it is officially declared that if civil emergency conditions exist, including but not limited to riots,

civil disorders, natural disasters, and hurricane conditions, the provisions of this Agreement may be suspended by the City Administrator during the time of the declared emergency, provided that wages, rates and monetary benefits shall not be suspended.

- 9-5 In accordance with state law, nothing in this Article shall preclude the Union from impact bargaining over issues that may affect the terms and conditions of employments for unit members.

## ARTICLE 10

### Bereavement Leave

When the death of an immediate family member occurs, and the memorial services are local, a forty (40) hour union employee will be allowed to be absent from work for up to three (3) consecutive calendar days, without loss of pay for any regular days that the employee is scheduled to work during that period. Employees assigned to work twenty-four (24) hour shifts will be allowed to be absent from work for one (1) shift, twenty-four (24) hours, that the employee is scheduled to work during that period without the loss of pay.

If the memorial services are not local, forty (40) hour union employees will be allowed to be absent from work for up to five (5) consecutive calendar days, without loss of pay for any regular days that the employee is scheduled to work during that period. Employees assigned to work twenty-four (24) hour shifts will be allowed to be absent from work for two (2) shifts, forty-eight (48) hours, that the employee is scheduled to work during that period without loss of pay.

Local is defined as within the state of Florida.

Family member is defined as: employee's father, mother, spouse or children, step-children, grandchildren, father-in-law, mother-in-law, brother, sister, grandparents, step-mother, or step-father.

It is recognized that the employee may be required to furnish to the employer, a death notice or other proof that indeed bereavement leave is warranted.

## **ARTICLE 11**

### **Prevailing Rights**

All job benefits, privileges and working conditions enjoyed by the bargaining unit members and known to the Employer which are not specifically provided for or abridged by this Agreement shall continue under conditions which they have previously been granted unless modified or changed by action of the Employer.

## ARTICLE 12

### Management Rights

Subject to the express and specific provisions of this agreement, the parties agree that the Employer has and will continue to retain the right to operate and manage its affairs in all respects; and the powers of authority which the Employer has not officially abridged, delegated or modified by the express provisions of the agreement are retained by the Employer. The rights of the Employer through its management officials shall include, but shall not be limited to, the right to:

- A) determine the organization of Employer government
- B) determine the purpose of each of its constituent departments
- C) exercise control and discretion over the organization and efficiency of the operations of the Employer
- D) set standards for service to be offered to the public
- E) direct the employees of the Employer, including the right to:
  - 1) assign work and overtime
  - 2) hire, retire, examine, classify, reclassify, transfer, reward, assign, direct, promote, train, suspend, demote, discharge and take disciplinary action against employees pursuant to law and for cause
  - 3) increase, reduce, change, subcontract, modify or alter the composition and size of the workforce, in accordance with applicable laws or contractual agreements including the right to relieve employees from duties because of lack of work or funds in accordance with applicable laws or contractual agreements
- F) determine the location, methods, means and personnel by which operations are to be conducted, including the right to:
  - 1) determine whether goods or services are to be made or purchased
  - 2) determine the number and types of equipment, processes, materials, products and supplies to be used, operated or distributed
  - 3) establish, modify, combine or abolish pay positions in accordance with applicable laws or contractual operations, equipment or facilities
  - 4) establish appropriate response time requirements
  - 5) establish, implement and maintain an effective internal security program
  - 6) introduce new, different or improved methods, processes, maintenance, service and operations
- G) establish and change work rules, fire department general policies and procedures not in conflict with the provisions of the agreement

The Employer retains authority to determine the purpose and mission of the Employer, and to prepare and submit budgets to be adopted by the Employer.

## **ARTICLE 13**

### **No Strike**

The Union agrees that during the term of this Agreement, it shall not authorize, instigate, condone, excuse, ratify, support or acquiesce in any strike, slowdown, work stoppage, or any other act of like or similar nature by Employer's forces likely to interfere with the efficient operation of the Employer's affairs engaged in or supported by members of the Union. Nothing in this Article is intended to be construed to prohibit Union members from picketing as permitted by law, provided that such action does not have the affect of preventing employees from reporting to or continuing work.

## **ARTICLE 14**

### **Drug Testing Policy**

The drug testing Policies and Procedures of the Drug Free Workplace Act, as set forth in Section 112.0455, Florida Statutes (2005), are hereby incorporated herein by reference, and are made a part of this Agreement.

## **ARTICLE 15**

### **Seniority**

Seniority shall be determined by the duration of an employee's continuous service in the Fire Department calculated from his date of employment. Continuous service shall be broken only by resignation, discharge or retirement.

Seniority shall be observed in layoffs and recalls providing the employee has the qualifications and ability to perform the available work.

All new employees shall be considered Probationary employees for a period of twelve (12) months. The Employer may extend any probationary employee's probation for one (1) ninety (90) day period. The Employer reserves the right to terminate a probationary employee's employment for any reason until he has completed such probationary period. All other employees may be disciplined or discharged for proper cause.

## **ARTICLE 16**

### **Assignment During Disability**

Any bargaining unit member assigned to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his normally assigned position. The Fire Chief shall have the discretion, but not the obligation, to assign any employee to a less strenuous position. In making any such assignment, the Fire Chief shall make all reasonable efforts to assign work that is fire department related where available.

## **ARTICLE 17**

### **Job Evaluation**

Job evaluations shall be performed according to Chapter 4 of the Employer's existing personnel policies in effect as of the date of this Agreement.

## **ARTICLE 18**

### **Hours of Work**

All bargaining unit members shall work a 24-hour on / 48-hour off shift, or a 40-hour work week as scheduled by the Fire Chief.

#### 24-hour "Shift" Employees

Bargaining unit members assigned to "24-hour shift" shall work a 24-hour on / 48-hour off shift, generally consisting of 24 hours on duty followed by 48 hours off duty. All shifts shall be assigned by the Fire Chief, based on a 28-day work period. Unit members shall be paid for all hours worked. Unit members shall not be entitled to overtime pay (time and a half) until they have actually worked in excess of 212 hours in the 28-day work period. Any overtime pay earned shall be paid in the paycheck issued at the end of the 28-day work period. Kelly Days may be exchanged between bargaining unit members during the same Kelly Day cycle with the approval of the Fire Chief or his designee.

#### 40-hour Employees

The Fire Captain position in the Fire Prevention Division shall work a 40-hour a week schedule. This position is considered non-exempt and receives overtime for any hours worked in excess of 40-hours in one pay period week. Kelly days are not available to the 40-hour employee.

## **ARTICLE 19**

### **Shift Exchange**

Unit members shall have the right to exchange shifts, upon giving advance notice to the Fire Chief or his designee, when the change does not interfere with the operation of the Fire Department. Time exchanges must be mutually agreed upon. The Employer shall have no obligation to maintain records of employee shift exchanges. The Employer shall not be responsible for paying any overtime pay to any employee as a result of any shift exchange made pursuant to this Article.

## **ARTICLE 20**

### **Duration and Posting of Schedule**

The Employer shall set up a master shift schedule for each calendar quarter, posted in convenient locations accessible to employees.

## **ARTICLE 21**

### **Overtime**

In the event that a need for overtime occurs in the Fire Department, the Employer shall have the right to assign and require overtime work. The unit members shall be paid at his basic rate of pay plus one half his base rate of pay for all overtime work. The Employer shall assign overtime work on an equitable basis aimed at equally distributing overtime work among all unit members.

## **ARTICLE 22**

### **Recall Pay**

Any employee who is recalled and required to return to work after leaving his regular shift shall be compensated for at least two (2) hours for all time worked. No travel time shall be compensated in the event an employee is recalled.

The Employer shall assign recall work on an equitable basis aimed at equally distributing recall work among all unit members.

## **ARTICLE 23**

### **Mileage Allowance**

Unit members shall be prohibited from using their private automobiles for Fire Department business without the written approval of the Fire Chief or his designee.

Employees using their private automobiles for Fire Department business with the approval of the Fire Chief shall be reimbursed at the current rate as set forth in Section 112.061 (7), Florida Statutes (2007).

## ARTICLE 24

### **Working Out of Classification**

In the event that any unit member is assigned duties in a higher-paid classification or category, he/she shall be paid an additional \$0.75 per hour, for the time worked in this capacity.

## ARTICLE 25

### Equipment and Uniforms

Except as otherwise provided for in this article, all uniforms and equipment issued to unit members for the performance of their duties shall be furnished without cost to the employees by the Employer and maintained in good and safe condition. When damaged or worn equipment or uniforms are replaced, they shall be replaced with uniforms or equipment meeting 1990 NFPA Standards. Employees shall be responsible for cleaning their uniforms in a manner consistent with professional appearance. Any uniform items or equipment that is damaged or lost due to an employee's negligence shall be replaced at the employee's expense.

When assigned duties require the wearing of civilian clothing and that clothing is damaged while performing those duties, the employee shall be reimbursed for the fair market value of the damaged clothing.

The following articles will be ordered by the Employer for each employee within two (2) weeks of the beginning of his/her employment with the City:

Quantity	Item	Replacement
3	Collared Polo Shirt	Vendor Program
3	Work trousers	Vendor Program
3	Button-up short-sleeved work shirt	Vendor Program
3	Set of EMT/PM and Dept. patches	Vendor Program
5	Short-sleeved tee shirt	Vendor Program
2	Sleep shorts	Vendor Program
2	Sweatshirts	Vendor Program
1	Set of rank insignia	As needed
1	Metal name plate	As needed
1	Work jacket	As needed
1	Protective bunker coat and pants	As needed
1	Personal SCBA face mask	As needed
1	Work gloves	As needed
1	Bunker boots	As needed
1	Protective helmet with eye shield	As needed
1	Identification card	As needed
1	Nomex hood	As needed
1	Set of suspenders	As needed
1	Badge	As needed
1	Work/station boots	Bi-annually

All Equipment not supplied under the vendor plan shall be replaced as needed, and at the direction of the Fire Chief.

## Vendor Program

At the successful completion of the probationary period prescribed by this Agreement, and every year thereafter as long as the employee is employed by the City of Tavares Fire Department, each fire department employee will receive an allowance account for uniform purchase amounting to \$400.00 per year. Fire Department employees will be responsible to order their own uniform replacement through a process and vendor to be identified by Department Administration at no expense to the employee. The City shall be responsible for payment to the vendor up to the \$400.00 limit per employee. For the purpose of this process, work/station boots and firefighting apparel are not considered for replacement under this allowance. It is understood that employees are expected to have serviceable and presentable uniforms and equipment while on duty or readily available. It is understood that any portion of the \$400.00 per year that is not used will remain in the Fire Department's budget and will not be paid to the employee. It is understood that, without specific permission from the Fire Chief to the contrary, employees will be responsible for any purchase over the \$400.00 limit.

The City shall pay to replace union members' firefighting apparel and work/station boots.

With the exception of undergarments and socks, no other items of clothing or equipment are to be worn on duty unless issued or approved by the Employer.

Upon termination of employment with the Department, all issued articles of clothing and equipment will be returned by the employee to the Employer. The Employer may hold the employee's final paycheck pending return of all issued equipment and clothing, and it may deduct from that final check the value of any issued items that the employee fails to return in good condition, with reasonable wear and tear excepted.

## ARTICLE 26

### Vacation and Sick Leave

#### Vacation

All unit members shall accrue and be entitled to take paid vacation time on the same basis as provided for other non-union employees pursuant to the Employer's personnel policies in effect as of the date of this agreement, except as specifically modified in this Article. Any change to the personnel policies that provides additional vacation benefits to the non-union employees shall also be provided to the unit members.

Unit members assigned to twenty-four (24) hour shifts shall accrue paid vacation time at the rate of 10.8 hours per month for the first five (5) years of continuous employment and shall accrue paid vacation time at the rate of 16.2 hours per month after five (5) years of continuous employment. Unit members may accrue an unlimited amount of vacation time during their employment. Upon separation of employment unit members with less than five (5) years of employment shall only be compensated for a maximum 259.2 hours of accrued vacation time, and unit members with over five (5) years of service shall only be compensated for a maximum of 319.2 hours of accrued vacation time.

Unit members assigned to forty (40) hour weeks shall accrue paid vacation time at the rate of eight (8) hours per month for the first five (5) years of continuous employment and shall accrue paid vacation time at the rate of twelve (12) hours per month after five (5) years of continuous employment.

Vacation time shall be reserved during a scheduling session arranged by the Employer to be held in January of each year. Reservation of vacation time at that scheduling session shall be based on seniority and subject to the approval of the Fire Chief.

Vacation time not reserved at the scheduling session may be taken by an employee, upon approval of the Fire Chief or his designee, if no other conflicting vacations are scheduled for the same time. Vacations reserved at the scheduling session may not be bumped, even on the basis of seniority, without the consent of both employees.

#### Vacation Buy Down

Bargaining unit employees may elect to be paid for a portion of their accrued

vacation leave. To be eligible, employees must maintain a minimum balance of seventy-two (72) hours accrued vacation leave after the Buy Down is completed, and have used a minimum of seventy-two (72) accrued vacation hours in the previous twelve (12) month period.

Vacation Buy Down requests, if made, may be made only once by each employee during the calendar year. Vacation Buy Down requests shall be submitted in writing.

Vacation Buy Downs are strictly at the employee's discretion and cannot be forced by the employer.

### Sick Leave

Unit members assigned to twenty-four (24) hour shifts shall accrue paid sick leave at the rate of 10.8 hours per month.

Unit members assigned to forty (40) hour weeks shall accrue paid sick leave at the rate of eight (8) hours per month.

Any unit member, regardless of hours per week, who separates from the City, after completion of their probationary period, shall receive compensation for their ~~unused~~ accrued sick leave at the rate of two (2) percent per year of service with the City of Tavares.

## ARTICLE 27

### **Incorporation of Existing Personnel Policies**

The Employer and the Union acknowledge that the Employer has in effect existing personnel policies that address the terms and conditions of employment for municipal employees.

Except where specifically modified or amended by this Agreement, the Employer's personnel policies in effect as of the date of this Agreement are hereby incorporated by reference and shall apply to and be binding on the Union. These personnel policies shall include, but are not limited to, the following:

- holidays
- bereavement leave
- educational leave
- military leave
- medical leave of absence
- voting
- court leave
- health insurance benefits
- life insurance benefits
- tuition reimbursement
- compensation at separation
- jury duty

## ARTICLE 27-A

### Holiday Pay

- 27-A-1 Unit members who are scheduled for duty and work on a calendar holiday shall receive twenty-four (24) hours pay at the rate of double their normal hourly rate. There are eleven holidays each year which are observed by the City which are as follows:
- New Years Day – January 1  
Martin Luther King Day – Monday  
Memorial Day – Monday  
Independence Day – July 4  
Labor Day – Monday  
Veteran’s Day – November 11  
Thanksgiving Day – Thursday  
Day after Thanksgiving Day – Friday  
Christmas Eve – December 24  
Christmas Day – December 25  
New Year’s Eve – December 31
- 27-A-2 Unit members who are scheduled for duty on a calendar holiday, but who are unable to work due to sickness, shall receive twenty-four (24) hours sick leave.
- 27-A-3 Unit members who are not scheduled for duty on a calendar holiday shall receive twenty-four (24) hours holiday pay.
- 27-A-4 Unit members who are scheduled for duty on a calendar holiday shall not be entitled to take that day as a vacation day unless approved by the Fire Chief or his designee. Any unit member taking vacation on a scheduled workday which is also a calendar holiday shall receive only twenty-four (24) hours vacation leave.
- 27-A-5 To bring unit members into parity with the vacation policy provided to all other City employees, unit members will receive twenty-four (24) hours of "floating holiday" vacation time each calendar year, which shall be in addition to any other holiday time provided under this Agreement.
- 27-A-6 Unit members may not accrue "floating holiday" vacation time from year to year. Unit members must take all twenty-four hours of "floating holiday" vacation time each calendar year or forfeit that benefit.
- 27-A-7 For purposes of this Article, a “holiday” shall be deemed to

commence at the beginning of the 7:30 a.m. shift on the designated calendar holiday.

27-A-8 40-hour employees covered by this Agreement shall observe the holidays listed in Article 27-A of this Agreement, and shall not normally be scheduled to work on those days. Where the holiday falls on a day that would normally be a day off, the 40-hour employee shall receive an alternate day off with pay.

## **ARTICLE 28**

### **Pension and Retirement**

The employer agrees to maintain the existing Firefighters Pension Plan as a Local Law Plan as designated by Florida Statute, Chapter 175. The employer agrees to pay a sum equal to the normal cost of and the amount required to fund any actuarial deficiency shown by an actuarial valuation as provided in part VII of Chapter 112, Florida Statutes (2007).

The employer agrees to fund the plan with no less than four percent (4%) of the salary of each unit member, or if the actuary deems it necessary for the city to contribute more than four percent (4%) to maintain current benefits the employer agrees to contribute a designated amount determined by actuary and applicable state law.

The employer agrees to maintain the multiplier at two percent (2%) per year of service prior to September 30, 1996, and three percent (3%) per year of service thereafter.

The bargaining unit members agree to contribute three and one-half percent (3.5%) per year of his/her salary.

Salary is defined as base pay, overtime, and holiday pay.

The parties agree to reopen negotiations on this article in the event Chapter 175 is repealed, or the Firefighters Pension Board proposes any change to the plan.

## ARTICLE 29

### Safety and Health

- 29-1 It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to minimize accidents, injuries, illness and death in the fire service.
- 29-2 Required protective devices, wearing apparel and other equipment shall be provided by the Employer at no cost to the employees. These devices, apparel and equipment shall be inspected on a periodic basis of not less than once per year by the firefighter representatives to the City Safety Committee, who may recommend proper maintenance and replacement.
- 29-3 The Employer shall establish a City Safety Committee that shall include not less than one (1) union representative appointed by the Union. This Committee will meet quarterly to discuss safety and health conditions. The Committee may also study and make recommendations regarding the adoption of NFPA 1500 Fire Department Occupational Safety and Health Program.
- 29-4 When meeting jointly with the Employer for any investigation of safety and/or health matters in the Fire Department, Safety Committee members will attend such meetings during duty hours as a regular work assignment or be paid at their regular rate of pay if off duty.
- 29-5 The Employer shall not restrict the Safety Committee members from any Fire Department facility when investigating safety or health conditions, or performing routine inspections, provided such activities do not interfere with normal departmental operations. The Employer will abide by state and federal laws regarding safety that may pertain to the fire service.
- 29-6 Pre-employment and Annual Health Screening
- Each new employee, after receiving an offer of employment from the City shall be scheduled for, and shall undergo a medical health screening physical examination, as per NFPA, conducted by a licensed physician designated and paid for by the City, which shall include the following:

- ◆ Chest X-Ray
- ◆ Urinalysis
- ◆ Vision Test
- ◆ Audio Screen Test
- ◆ Height and Weight recorded
- ◆ Blood Pressure and Pulse
- ◆ Blood Chemical Profile
- ◆ “At rest” EKG
- ◆ Pulmonary Function Test
- ◆ Medical History
- ◆ Tuberculosis (TB) Test
- ◆ Physical Exam (including breast/prostate exam as appropriate)

The results of this health screening are to establish a “baseline” health profile for potential employees. It is understood that medical conditions discovered during this screening could result in the withdrawal of employment offers.

Each bargaining unit employee (not probationary) with firefighting duties shall be required to receive the same medical health screening physical examination annually. The “annual” health screening for all employees will include the same items as listed in the “pre-employment” health screening with the following exceptions:

- ◆ Chest X-Ray (May be performed every two years unless required more frequently by the medical service provider based upon objective medical evidence.)
- ◆ Tetanus Booster may be administered (as needed)
- ◆ Stress EKGs may be performed if determined to be appropriate by the medical service provider based upon objective medical evidence.

Both parties agree that the medical service provider shall provide the City with a document, for each medically assessed employee, containing a written summary opinion from the physician that the employee continues to be physically fit for duty as a firefighter.

It is understood that the medical screening described herein is not designed to be punitive, but rather to provide early detection of health issues that could be career or life altering.

## ARTICLE 30

### **Sanitation, Maintenance and Upkeep**

The Employer agrees to supply all materials necessary for the day-to-day maintenance and upkeep of the fire station. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire stations. The Employer agrees to keep supplies such as toilet tissue, paper towels, cleaning products, rags, towels, linens, and soaps available for use at all times. The Employer agrees to provide brooms and mops in good repair and replace them when they become ragged or damaged.

All major building repairs, remodeling or redecorating shall be done by the Employer. The unit members shall be responsible for maintaining satisfactory cleanliness upkeep.

Hydrant maintenance and painting shall be performed by the Employer. Annual flow tests and lubrication of hydrant caps shall be performed by the unit members.

## ARTICLE 31

### Grievance Procedure

A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. The I.A.F.F., as the certified bargaining agent for unit members, shall have the exclusive right to submit grievances for arbitration under this procedure.

#### STEP 1

- (a) Any aggrieved employee may initiate the grievance process by presenting his grievance, in writing, to the Fire Chief within ten (10) working days of the occurrence of the alleged grievance. The notice shall include a short and plain summary of the facts surrounding the grievance and the specific provision of this agreement which is in controversy. If the employee has not exhausted his remedies through the chain of command, the Fire Chief may refer the grievance back through the chain of command before proceeding forward through this grievance procedure.
- (b) The Fire Chief, within ten (10) working days of receipt of the notice, shall investigate the facts of the alleged grievance and shall meet with the aggrieved employee. The employee may be accompanied by an I.A.F.F. representative at any grievance proceeding.
- (c) The Fire Chief shall notify the aggrieved employee, in writing, of his decision on the alleged grievance, within ten (10) working days following his meeting with the aggrieved employee.

#### STEP 2

- (a) Any aggrieved employee may appeal the grievance decision of the Fire Chief to the City Administrator by presenting his grievance, in writing, to the City Administrator within ten (10) working days of the rendition of the Fire Chiefs decision.
- (b) The City Administrator, within ten (10) working days of receipt of the notice, shall investigate the facts of the alleged grievance and shall meet with the aggrieved employee. The employee may be accompanied by an I.A.F.F. representative at any grievance proceeding.
- (c) The City Administrator shall notify the aggrieved employee, in writing, of her decision on the alleged grievance, within ten (10) working days following her meeting with the aggrieved employee.

### **STEP 3**

- (a) After the City Administrator has rendered her decision on the grievance, the I.A.F.F. may submit the matter to arbitration as set forth in this section. The I.A.F.F. shall initiate arbitration by giving notice in writing to the City Administrator within ten (10) working days of the rendition of her decision. The notice shall include a short and plain summary of the facts surrounding the grievance and the specific provision of this Agreement which is in controversy.
  
- (b) The City and the I.A.F.F. shall jointly request a list of at least seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) working days after receipt of that list, the City and the I.A.F.F. shall alternately strike names from the list until a single arbitrator remains, who shall be the selected arbitrator for the grievance. The arbitration hearing shall be held in Tavares as promptly as can be arranged.
  
- (c) The decision of the arbitrator shall be rendered within thirty (30) days of the arbitration hearing, and it shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the City and the I.A.F.F.
  
- (c) The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.

For purposes of this Article, the term "working days" shall be interpreted to mean Monday through Friday. Saturdays, Sundays and legal holidays shall not be included.

## **ARTICLE 32**

### **Promotions**

All vacancies in any position higher than the rank of firefighter and said position is under the Collective Bargaining Agreement shall be filled on the basis of a competitive promotional process developed and administered by the Fire Chief. Considerations to determine if position is of a higher rank than firefighter shall be as follows: higher pay, supervisory considerations, job description, and rank. In making his selection among the eligible applicants, the Fire Chief may administer testing, and may also consider as part of the promotion evaluation an applicant's employment record with the city, including performance evaluations and disciplinary history. It is the policy of the City, whenever possible, to fill vacancies in the ranks higher than firefighter by promoting qualified applicants from within the Tavares Fire Department, and such applicants shall be given preference over applicants who are not current Tavares Fire Department employees. However, in the event there are no qualified applicants in the Tavares Fire Department available to fill a vacancy in any rank higher than that of firefighter, the Fire Chief may fill said vacancy with a qualified applicant from outside the Tavares Fire Department.

After completion of promotional evaluation conducted by the Fire Chief, including testing, disciplinary history, and performance evaluations, the Fire Chief shall furnish the Union, and employees that have undergone the promotional process an eligibility list. The eligibility list shall be in effect for two (2) years after the results of the promotional evaluation are posted by the Fire Chief. The list shall include a numerical ranking of the results of the promotional evaluation starting with the employees who scored the highest, and following the order of the highest scores. Wherever a current promotion list exists, promotions shall be made from that list.

All courses must be obtained by a certified educational facility and/or recognized by the State of Florida Bureau of Fire Standards.

In the event none of the applicants for the positions of engineer, lieutenant, captain, or shift commander qualify under the eligibility requirements as to years of service, then the employer may waive that requirement.

## **Engineer**

The eligibility requirements for the rank of Engineer shall be as follows:

1. Two (2) years continuous service as a certified firefighter with the City of Tavares Fire Department, and
2. Satisfactory completion of the following courses:
  1. EVOOC
  2. 80-hour Apparatus / Pump Operators course
  3. 40-hour Company Officer Leadership course
  4. 40-hour Fire Tactics and Strategies course.

## **Lieutenant**

The eligibility requirements for the rank of Lieutenant shall be as follows:

1. Four (4) years continuous service as a firefighter with the City of Tavares Fire Department, two (2) of which must be at the rank of Engineer, and
2. Satisfactory completion of the following
  1. Certificate of Competency, Fire Officer 1, or
  2. Associates Degree in Fire Science Technology.

## **Fire Captain**

The eligibility requirements for the rank of Fire Captain shall be as follows:

1. Six (6) years continuous service as a certified firefighter with the City of Tavares Fire Department, and
2. Satisfactory completion of the following:
  1. Certificate of Competency, Fire Officer 1, and
  2. Florida Fire Safety Inspector 1, and
  3. Florida Fire Instructor 1 or obtain within one (1) year.

## **Shift Commander / Battalion Chief**

The eligibility requirements for the rank of Shift Commander / Battalion Chief shall be as follows:

1. Six (6) years continuous service as a certified firefighter with the City of Tavares Fire Department (in any rank combination including firefighter, engineer, and lieutenant), three (3) years of which must be as a full time company officer, and
2. Satisfactory completion of Fire Officer 2 or obtain within one (1) year, and
3. An Associate Degree in Fire Science Technology or obtain within one (1) year.

## ARTICLE 33

### Wages

All bargaining unit members shall be paid during fiscal year 2007 – 2008 on the following salary schedule, effective October 1, 2007. Unit members' hourly pay rate is based on 2,592 hours per year.

The following minimum and maximum annual salaries are hereby established for the following positions for fiscal year 2007-2008:

Fire Captain	\$50,476 – 72,108
Shift Commander/Battalion Chief	\$50,476 – 72,108
Lieutenant	\$42,905 – 61,294
Engineer	\$36,470 – 52,100
Firefighter/EMT	\$31,000 – 44,950

Unit members who are promoted to the rank of Engineer, Lieutenant, Captain, or Shift Commander shall be paid an amount equal to 5% above their existing salary OR the minimum salary of new position salary range set forth above, whichever is greater. Employees who are hired from outside the Tavares Fire Department to fill a vacancy in the rank of Engineer, Lieutenant, Captain, or Shift Commander shall be paid within the range provided for that position, as set forth above.

Wages shall be re-opened for negotiation for the fiscal year 2008-2009.

Effective October 1, 2007, the following four (4) unit members (Engineers) will receive a parity adjustment to an annual salary of \$40,000:  
Landon Gayheart, James Kelley, Mark Kidd, Matthew Simmons.

Effective October 1, 2007, all unit members (including the four Engineers listed above) shall receive the following:

Cost of Living Adjustment of 2.76%

Merit increase of 5.00%

### Paramedic Incentive

Unit members covered by this agreement who maintain a current Florida certification of "Paramedic" as issued by the State of Florida, Department of Health, and are approved by the Medical Director of Lake/Sumter E.M.S. to practice as a Paramedic under his/her license shall be paid an additional \$1.93 per hour.

The Paramedic Incentive shall not be payable until such time as the City Council requests and receives written authorization from Lake/Sumter E.M.S. to permit qualified City Paramedics to provide Advanced Life Support (A.L.S.) service.

## **ARTICLE 34**

### **Distribution of Paychecks and Deposit Advices**

The on-duty supervisor at each fire station shall pick up the fire department paychecks and deposit advices on payday (bi-weekly Fridays) from Human Resources at City Hall and make them available for distribution at the stations by 12 noon on payday, and or at earliest time possible thereafter.

## **ARTICLE 34-A**

### **Balanced Paychecks**

The City shall pay all bargaining unit members based on an average of 99.7 hours worked per each two-week pay period, based on an anticipated normal work schedule of 2,592 hours per year over 26 pay periods. The parties acknowledge and agree that unit members' normal work schedules may result in them working more than 99.7 hours in some pay periods and less than 99.7 hours in other pay periods. In addition to being paid for the average 99.7 hours worked during a pay period, unit members shall also be paid for any hours that they work in excess of the normally scheduled shift hours ("non-scheduled hours"). Pay for non-scheduled hours shall be at the unit member's normal hourly rate unless and until the hours actually worked (which does not include Kelly Day hours) for the 28 day work period exceed 212 hours, at which time the unit member will be paid overtime pay (time and a half).

## ARTICLE 35

### Gender

For the purposes of this Agreement, references to employees in either the masculine or feminine gender shall be deemed to apply equally, and without distinction or discrimination to either gender.

## **ARTICLE 36**

### **Amendments**

All amendments to this Agreement shall be numbered, dated and signed by the authorized representative for the Union and the City, and shall be subject to all the provisions of this Agreement.

## **ARTICLE 37**

### **Saving Clause**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## ARTICLE 38

### Duration of Agreement

Except as otherwise provided in this Agreement, this Agreement shall take effect upon approval of both parties and shall continue in full force until September 30, 2009.

## ARTICLE 39

### **Non-Discrimination**

The parties to this Agreement agree not to discriminate against any employee because of race, gender, color, creed, national origin, religion, disability, or marital status.

No employee shall be subject to negative action for invoking any right or privilege granted to employees by any law, Federal or State, or Local ordinance, or through the terms of this Agreement.

**FOR:  
IAFF, LOCAL NO. 3245**

**FOR:  
THE CITY OF TAVARES, FLORIDA**

\_\_\_\_\_  
Alan L. Gagne  
President

\_\_\_\_\_  
John H. Drury  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**This is an electronic version of the final, signed contract. The original was signed by Alan Gagne and John Drury on October 16, 2007. The original document is on file with the City of Tavares City Clerk.**

