

AN AGREEMENT

BETWEEN



CITY OF PUNTA GORDA

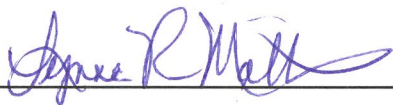
AND

**SUNCOAST PROFESSIONAL
FIREFIGHTERS LOCAL 2546**

October 1, 2024 through September 30, 2027

In witness here of, the parties have caused this Agreement to be signed by their duly authorized representative on this 6th day of November 2024.

FOR THE
CITY OF PUNTA GORDA

by 
Council Chair, Lynne R Matthews

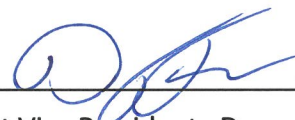
FOR THE
SUNCOAST PROFESSIONAL FIRE
FIGHTERS AND PARAMEDICS,
IAFF LOCAL 2546

by 
Local 2546 President, Philip Vets

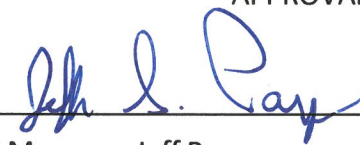
by 
City Clerk, Sara Welch

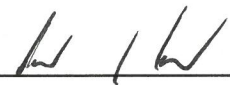
ATTEST

by 
City Manager, Gregory Murray

by 
District Vice President, Danny Felico

APPROVAL OF PROPOSED CONTRACT

by 
HR Manager, Jeff Payne

by 
Steward, Anthony Laurenti

Date 11/18/2024

Date 11 18 24

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ARTICLE 1 PREAMBLE

1.1 GENERAL STATEMENT

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

1.2 PURPOSE

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

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ARTICLE 2 RECOGNITION

2.1 RECOGNITION OF IAFF

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

2.2 IAFF OBLIGATIONS

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

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ARTICLE 3 ANTI-DISCRIMINATION

3.1 NON-DISCRIMINATION BY UNION

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

3.2 NON-DISCRIMINATION BY THE CITY

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

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

CHIEF OF FIRE - Is defined to include the Chief of Fire and/or his designee.

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

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

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

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

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

EXTRA DUTY PAY - Defined as when an employee works a special event on their standard off day and provides services to the City or a Vendor. Extra Duty Pay shall be calculated as stated in Article 12.2 and Article 14 of this collective bargaining agreement.

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

HE OR SHE, HIS OR HER - Shall be used to designate individuals of both sexes.

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

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

1. The practice must be unequivocal;
2. The practice must have existed substantially unchanged for a significant period of time; and,
3. The practice must be one which employees could reasonably expect to continue unchanged.

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

TYPES OF OVERTIME - Overtime shall be defined as hours worked in excess of one hundred three (103) actually worked in a fourteen (14) day period. Employees may not be involuntarily rescheduled for less than full shifts solely for the purpose of avoiding payment of overtime, except that a scheduled shift assignment may be terminated early or extended if the Chief, or his/her designee, determines staffing needs allow or require it. Furthermore, the Chief, or his/her designee, may, in his discretion, make reassignments as he or she sees fit for purposes of filling unexpected scheduled shift absences. Types of overtime are defined as follows:

1. Shift Overtime: hours worked at one of the Fire stations, over the employee's scheduled shift, for which the employee volunteers to work;
2. Mandatory Shift: any shift or training hours worked, other than the employee's scheduled shift, for which the employee did not volunteer to work. Such hours include, but are not limited to training, hold-overs, meetings, full, or partial shift work;
3. Extra Duty: any detail other than shift assignments, as specified above.

WORKING DAY - For the purpose of filing and responding to grievances and/or taking other administrative actions, shall refer to Monday through Friday, 8:00 AM until 4:30 PM each day, and excluding City-recognized holidays (P.R.R. 15.1, or as numbering sequence may be amended).

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ARTICLE 5 MANAGEMENT RIGHTS

5.1 GENERAL

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

- to determine the standards of service to be offered by the Fire Department;
- to determine the standards of selection for employment;
- to hire, transfer, and promote employees;
- to direct employees, to take disciplinary action up to, and including termination
- to relieve employees from duty because of lack of work or for other legitimate reason;
- to issue rules, regulations, procedures, and standards;
- to contract and subcontract all existing and future work or services;
- to determine the methods, means and personnel by which City's operations are to be conducted;
- to establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public;
- to determine the content of job classifications and their descriptions;
- to exercise complete control and discretion over its organization and the technology of performing its work;
- to fulfill all of its statutory and Charter responsibilities.

5.2 EMERGENCIES

If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the City during the time of the declared emergency excluding wages and other monetary benefits. The City may suspend portions of the agreement unilaterally for the first 28 days of the City's response to an emergency but thereafter must provide the Union with a list of the specific sections of the Agreement that must be suspended along with a reasoning as to why it is necessary to suspend that particular portion of the Agreement.

5.3 STATEMENT OF NON-WAIVER OR TREATMENT

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

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ARTICLE 6 EMPLOYEE RIGHTS

6.1 UNION ACTIVITY

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

Employees shall have and be protected in the exercising of their right, freely and without fear of coercion, penalty, or reprisal by a representative of the Union, to join and participate in, or to refrain from joining and/or participating in, the Union.

6.2 UNION MEMBERSHIP

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

6.3 UNION REPRESENTATION

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

6.4 FAIR AND EQUITABLE TREATMENT

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

6.5 APPLICABILITY OF CITY'S RULES AND REGULATIONS

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

6.6 PREVAILING RIGHTS

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

6.7 FORMAL DISCIPLINARY INVESTIGATIONS

The City will follow the procedures contained in Sections 112.80 through 112.84 of the Florida Statutes (Firefighters' Bill of Rights) when conducting formal disciplinary investigations.

6.8 PERSONNEL FILES

The city shall maintain an official personnel file in the Human Resources Department for each employee and it shall contain a copy of all formal disciplinary actions and job performance reviews. Such files and records are subject to the provisions of Chapter 119, Florida Statutes, and shall be available for

examination pursuant to public records request provisions of this chapter. Any item placed in an employee's official personnel file shall be subject to the retention provisions of General Records Schedule GS1-SL for State and Local Governments which states that all personnel records are to be retained for 50 years after the date of termination. The Department may maintain a duplicate personnel file, as well as any other records and files the Chief deems appropriate for efficient operation and administration of the Department.

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

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

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

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

6.9 INSPECTION OF RECORDS

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

Requests to inspect City Personnel Records shall be handled as provided in F.S. Chapter 119, or as such Chapter may be amended. If a private citizen makes a request to see an employee's personnel records, the employee shall be notified by the City's Human Resources Department at the earliest time.

6.10 DISCIPLINE

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

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

6.11 REPLACEMENT / REPAIR OF PERSONAL ITEMS

The City agrees to reimburse the full cost of prescription eyewear and contact lenses-not to exceed Four Hundred Dollars (\$400.00), and up to One Hundred Dollars (\$100.00) for wrist watches, damaged in the

line of duty, except where employee's negligence is the cause, provided adequate proof of such damage, the circumstances of the event and proof of value of the damaged item must be presented to the Fire Chief or his designee for processing.

6.12 RESIDENCY / RESPONSE TIME

Employees who live outside Charlotte County shall not be assigned a take-home vehicle unless the Chief decides otherwise. Employees must live within the Southwest district encompassing Manatee, Sarasota, Charlotte, Lee, Collier, Hendry, Glades, Highlands, Hardee, and Desoto Counties.

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ARTICLE 7 GRIEVANCE PROCEDURE

7.1 GENERAL STATEMENT

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

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

7.2 DEFINITION OF GRIEVANCE

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

7.3 ELECTION OF PROCEDURES

If an employee has a grievance which may be processed under this grievance procedure and which may also be processed under the City grievance procedure, the employee shall elect at the outset which procedure he is going to use and such election shall be binding on the employee. An employee who elects to use one procedure shall not use the other procedure.

7.4 GRIEVANCE STEPS

Step 1 – The aggrieved employee or representative of the Union shall present his grievance in writing to his immediate supervisor within twenty one (21) calendar days after the dispute arose or when such occurrence should have reasonably been known. The grievance shall be submitted on form Appendix A to this Agreement and must be completely filled out to be timely filed. The supervisor may meet with the employee to attempt to settle the grievance and shall respond in writing within twenty one (21) calendar days.

Step 2 – If the grievance is not settled at the first step, and the employee desires to appeal, within twenty one (21) calendar days of the decision in Step 1, or the last day for the decision, whichever first occurs, the appeal shall be presented in writing to the Chief. The Chief shall meet with the employee and respond in writing within twenty one (21) calendar days.

Step 3 – If the grievance is not settled at the second step and the employee desires to appeal, then within twenty one (21) calendar days the grievance shall be presented in writing to the City Manager. The City Manager will meet with the employee and respond in writing within twenty one (21) calendar days.

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

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

7.5 ARBITRATION

Within twenty eight (28) calendar days of the City Manager's response, the IAFF shall notify the City if the IAFF intends to arbitrate. The IAFF shall request a list of seven (7) names of qualified arbitrators from the Federal Mediation and Conciliation Service. The request shall be made not more than ten (10) days after the end of the period to select an arbitrator by mutual Agreement. Only arbitrators who maintain a mailing address in Florida, and who charge no travel expense from out of state shall be requested. Upon receipt of the list, the IAFF will notify the City and, , the parties shall alternately strike one name each, with the City striking first in disciplinary grievances and the Union striking first in all other grievances, repeating the process until only one name remains on the panel. The remaining name shall be notified of his selection as arbitrator. As promptly as can be arranged, a hearing shall be held with the arbitrator's final decision binding on both parties provided the decision complies with applicable law and does not exceed the authority granted him by this Agreement.

7.6 COSTS

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

7.7 UNION REPRESENTATION

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

7.8 INDIVIDUAL GRIEVANCES

Nothing in the Agreement shall be construed to prevent any employee, at any time, from presenting his/her grievance and having their grievance adjusted without the intervention of the IAFF, if the adjustment is not inconsistent with the terms of this Agreement and if the IAFF has been given a reasonable opportunity to be present at any meeting called for the resolution of such grievances. For dues-paying members of the Union. The IAFF shall retain exclusively its right to appeal a grievance to final and binding arbitration unless the law provides otherwise, Non-dues-paying bargaining unit members shall have the right to proceed to arbitration but shall have the same obligations as the Union would have, when it arbitrates a dispute.

7.9 FAILURE OF MANAGEMENT TO RESPOND

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

7.10 FAILURE OF THE CITY MANAGER TO RESPOND

If the City Manager does not timely respond to a grievance as provided in Step 3, the IAFF may, in writing, demand a written response. If no such written response is received twentyone (21)calendar days after receipt of such demand, the IAFF may elect to proceed with binding arbitration. In such event, the cost of the arbitrator shall be paid by the City.

7.11 EXTENSIONS

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

7.12 COMBINING OF GRIEVANCES

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

7.13 TIME LIMITS

Failure to initiate a grievance within time limits set forth herein shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step.

7.14 FILING OF PENDENCY OF A GRIEVANCE

The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of or excuse an employee from following the instructions of management.

7.15 AUTHORITY OF ARBITRATOR

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

7.16 WITHDRAW

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

7.18 MITIGATION

All claims for back wages and other benefits shall be limited to the amount of wages or other benefits that the employee otherwise would have earned from employment by the City less any unemployment compensation, Social Security compensation, wages earned outside city employment that exceed

amounts the employee was earning from that source prior to the disciplinary action being taken, and a reduction for periods the employee was unavailable or unable to work.

ARTICLE 8 IAFF REPRESENTATION AND BUSINESS

8.1 COPIES OF RULES AND REGULATIONS

The City shall provide the IAFF with a copy of all written rules and regulations pertaining to employer-employee relations that are applicable to bargaining unit members. New rules or regulations or changes to existing rules and/or regulations shall be provided to the Union twenty one (21) calendar days prior to the effective date to give the Union time to review and request bargaining as may be applicable.

8.2 BULLETIN BOARDS

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

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

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

8.3 UNION BUSINESS

A Union Business Paid Leave Bank may be established, organized, and administered by the bargaining unit. If the bargaining unit chooses to establish such a bank, it shall be funded through a mandatory contribution of six(6) hours from each bargaining unit member's vacation balance upon receipt of a valid written authorization from the employee. If a member does not have sufficient hours to contribute to the Bank, the employee shall do so as soon as the employee has accrued sufficient leave to do so. Employees who are on probation, and unable to take vacation time, shall be authorized to donate accrued hours to create or replenish the Bank as soon as they have accrued enough hours. Employees who are not members of the bargaining unit shall not be required to contribute to the Bank, but may do so voluntarily. It shall be the responsibility of the bargaining unit to establish a minimum Bank balance and to provide for the replenishment of the Bank through appropriate documentation, approved by the City. The City shall create a payroll code so that hours taken by the bargaining unit representative may be accounted for appropriately.

Utilizing hours from the Union Business Paid Leave Bank, the designated bargaining unit representative or designee may request time off with pay to conduct bargaining unit business such as attending meetings, bargaining unit functions, and contract negotiations. If there are insufficient paid leave hours in the Bank, the designated bargaining unit representative may request time off without pay in order to conduct bargaining unit business. Requests for leave to conduct union business will not be unreasonably denied except for operational reasons as determined by the Chief and the City agrees to provide such time off, but no more than two hundred and sixty four (264) hours per calendar year, and to be approved in the same fashion as vacation time. Requests will be in writing and directed to the Chief. The Chief, or his

designee, retains the right to restrict time off for all other employees for Union business when he determines their absence would interfere with Departmental operation.

8.4 USE OF CITY EQUIPMENT / VEHICLES

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

8.5 NOTICE OF UNION REPRESENTATIVE

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

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ARTICLE 9 STRIKES

9.1 STRIKES PROHIBITED

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

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

9.2 TERMINATION FOR VIOLATION

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

9.3 AFFIRMATIVE EFFORTS TO STOP VIOLATION

All employees covered by this agreement, as well as the IAFF, agree that they will affirmatively work with the City to prevent or resolve any job action of any type or violations of this Article. Such activities will include but will not be limited to public statements at meetings and written notices to all employees that such actions are in violation of this Agreement and the law.

9.4 LOCKOUT PROHIBITED

The City agrees that it will not engage in any “lock-out” of bargaining unit employees unless Section 9.1 is violated.

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ARTICLE 10 DUES / PAYROLL DEDUCTION

10.1 DUES DEDUCTION

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

10.2 DETERMINATION OF DUES

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

10.3 SERVICE CHARGES

The City shall deduct from the amount of dues to be paid to the IAFF the following expenses of bookkeeping, retention, auditing, and transmittal of funds by electronic funds transfer (EFT): Seventy-five Dollars (\$75.00) per fiscal year.

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

10.4 PAYROLL DEDUCTION AUTHORIZATION

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

10.5 REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION

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

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ARTICLE 11 COMMITTEES

11.1 LABOR MANAGEMENT / SAFETY COMMITTEE

A Labor-Management/Safety Committee is established for the purpose of reviewing City policies and procedures and making recommendation(s) of change for consideration, approval, or rejection by the City and Bargaining Agent on the following subjects:

- Safety;
- Training;
- Quality improvement;
- Performance measures, and,
- Such other subjects as the Bargaining Agent and Fire Chief mutually agree.

The Committee make-up shall consist of no more than one (1) representative from the individual shifts (A-B-C) to include the union's elected representative and the Fire Chief or his designee.

*Committee members that attend meetings off duty shall be considered as hours worked.

The safety committee shall operate in accordance with federal, state, and local regulations.

11.2 PENSION MEETINGS

With the prior approval of the Fire Chief or his/her designee, and if held on City premises, on-duty board members may meet to discuss 175 Pension issues. Such meetings shall occur no more frequently than once each calendar month.

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ARTICLE 12 HOURS OF WORK AND OVERTIME

12.1 HOURS OF WORK

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

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

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

12.2 OVERTIME

THIS SECTION IS INCLUDED IN ARTICLE 4, DEFINITIONS

A. Distribution of Overtime

Overtime work will be distributed fairly and equitably through the use of two (2) continuously rotating overtime lists:

1. Shift Overtime List (tracking hours sheet);

All Shift overtime shall be distributed first on a voluntary call out, based on the lowest hours then highest seniority. In the event that no employee voluntarily accepts the overtime, the Mandatory Shift Overtime lists shall be used to assign overtime on a mandatory basis. The Shift OT list will be reset back to zero hours worked (highest seniority) on Oct. 1st of each year hereafter.

2. Special Detail List. (tracking number of events worked sheet)

All Special Detail-overtime shall be distributed first on a voluntary call out, based on the lowest number of events worked then highest seniority. In the event that no employee voluntarily accepts the overtime, the Mandatory Special Detail List shall be used to assign overtime on a mandatory basis. The Special Detail OT and Mandatory Special Detail overtime list will be reset back to zero events worked (highest seniority) on Oct. 1st of each year hereafter. Employees that work special details will receive double (2x) their normal hourly rate for all hours worked with a two-hour minimum, regardless of normal pay period overtime calculations.

B. Mandatory Overtime

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

The City shall establish two (2) overtime lists and two (2) Mandatory overtime lists, as specified above:

1. **Mandatory Shift Overtime:** This list shall be used to record employees who are working overtime at one of the City fire stations, training, and/or meetings. Assignment for mandatory shift overtime shall be based upon the lowest hours, starting with the lowest seniority. Mandatory shift overtime list shall be on-going and shall not be reset on an annual basis.
 2. **Mandatory Special Detail List:** - Any extra duty detail, regardless of the number of hours worked shall be notated as the employee having worked one (1) event on both the Special Detail OT list and Mandatory Special Detail OT list. In cases of mandatory Special Details, employees shall be chosen based upon the lowest number of events worked, beginning with the lowest seniority.
- C. Employees who are required to work mandatory shift overtime shall be paid time and one half (1 ½) their normal hourly rate for all hours worked, with a two-hour minimum, regardless of normal pay period overtime calculations.
1. "Mandatory Shift Overtime" is defined as:
 - a. An employee is directed by a supervisor to stay for back to back shifts; or,
 - b. An employee is directed by a supervisor to work some other additional shift (full or partial) in order for the City to comply with minimum staffing requirements; or,
 - c. An employee is directed by a supervisor to report for training.
- D. Employees who are required to work mandatory extra duty details shall be paid double time (2x) their normal hourly rate for all hours worked
- E. The mandatory overtime pay provisions of this Article do not apply in cases when an employee is required to remain at work for a brief period of time, generally less than one hour, in order to complete unfinished tasks, facilitate personnel transfers from one station to another, or some other routine circumstance requiring the employee to remain on station.

12.3 COURT TIME

Court time for employees shall be paid in accordance with PRR Section 19; provided, when an employee is subpoenaed as a witness, in a matter involving his duties as an employee during his non-duty hours, he will be compensated as a callout under PRR Section 14.7. PRR's referenced in this Article are those in effect in the City of Punta Gorda Personnel Rules and Regulations Sections 14.7 and 19, as amended October 1, 2018, as in effect on the date of the ratification of this Agreement.

12.4 COMP TIME

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

The max number of comp time hours that may be carried from one fiscal year to the next is ninety-six (96) hours (144 straight time hours). All hours in excess of the 144 straight time hours shall be paid to the employee.

12.5 HOURS COUNTED

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

ARTICLE 13 WAGES

13.1 GENERAL

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

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ARTICLE 14 HOLIDAY PAY

14.1 GENERAL RULES

Holidays will be as defined in the City of Punta Gorda Personnel Rules and Regulations Section 15, in effect at the time that this collective bargaining agreement is approved. Any additional holidays observed by the City, shall be part of this Article.

- New Year's Day (January 1st)
- Martin Luther King, Jr. Day (as designated)
- President's Day (as designated)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (first Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (fourth Thursday in November)
- Day After Thanksgiving (fourth Friday in November)
- Christmas Eve (December 24th)
- Christmas Day (December 25th)

14.2 WORK ON A HOLIDAY (8 OR MORE HOURS)

Bargaining Unit members who work eight (8) or more hours on a holiday as specified in 14.1 will be paid one and one half (1½) times their regular rate of pay for all hours worked on the holiday; and shall receive holiday pay at their regular rate equal to the number of hours worked on the holiday, provided they meet the eligibility requirements for Holiday Pay as provided in PRR Section 15.3.

14.3 HOLIDAYS NOT WORKED (ZERO HOURS WORKED)

Bargaining Unit members who do not work on the holiday for whatever reasons (for example but not limited to, vacation, sick, comp time, scheduled day off) will be paid eight (8) hours holiday pay at their regular rate of pay, provided they meet the eligibility requirements for Holiday Pay as provided in PRR Section 15.3 and 30.1.B.1 (workers compensation provisions). Any other paid time off hours over 8 hours will be charged to the member's vacation, sick, or comp time balance.

14.4 WORK ON A HOLIDAY (LESS THAN EIGHT (8) HOURS)

Bargaining Unit members who work less than eight (8) hours on a holiday as specified in 14.1 will be paid one and one half (1½) times their regular rate of pay on a holiday for all hours worked on the holiday and eight (8) hours holiday pay at their regular rate of pay, provided they meet the eligibility requirements for Holiday Pay as provided in PRR Section 15.3. Any other paid time off hours over eight (8) hours will be charged to the member's vacation, sick, or comp time balance.

Bargaining unit employees who are scheduled to work on a holiday, and who fall under any of the conditions specified in Article 14.2, 14.3, 14.4 (above) shall be required to use whatever hours are necessary from their paid leave balance(s), as and if they exist, to ensure that they are paid for the balance of their scheduled hours that they are not working.

14.5 HOLIDAY EXAMPLES ONLY

- Bargaining Unit employees who are scheduled to work on a holiday, and who use paid vacation leave:
 - For the entire day of the holiday shall receive eight (8) hours of holiday pay that will not be deducted from their paid vacation leave balance; or,

For a portion of the day of the holiday shall receive holiday pay equal to the number of hours worked on the holiday, or a minimum of eight (8) hours holiday pay, whichever is greater; or,

- Bargaining Unit employees who are scheduled to work on a holiday, and who call in sick and use paid sick leave:
 - For the entire day of the holiday shall receive eight (8) hours of holiday pay that will not be deducted from their paid sick leave balance; or,
 - For a portion of the day of the holiday shall receive holiday pay equal to the number of hours worked on the holiday, or a minimum of eight (8) hours holiday pay, whichever is greater; or,
 -
- Bargaining Unit employees who are scheduled to work on a holiday, and who use comp time:
 - For the entire day of the holiday shall receive eight (8) hours of holiday pay that will not be deducted from their comp time balance; or,
 - For a portion of the day of the holiday shall receive holiday pay equal to the number of hours worked on the holiday or a minimum of eight (8) hours holiday pay whichever is greater.

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ARTICLE 15 SICK LEAVE AND BEREAVEMENT LEAVE

15.1 APPLICABILITY OF CITY PERSONNEL RULES AND REGULATIONS (PRR)

Section 17 of the City's Personnel Rules and Regulations, as it now exists or as it may be changed as provided in this Agreement, shall apply except as follows:

The rate of earning shall be twelve (12) hours per month, provided the employee is not on unpaid status more than fifty-six (56) hours during the month, except that the provisions of Section 30 (Workers Compensation) of the City's PRR shall apply.

The minimum notice for sick leave use under this CBA shall be one (1) hour prior to the start of shift assignment.

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

15.2 SICK LEAVE AND FMLA

For purposes of this Article, Sick Leave and FMLA shall be deemed to comply with Sections 17 and 20 of the City's Personnel Rules and Regulations (PRR), unless otherwise specified in this Agreement. If the provisions of the FMLA are applicable, upon expiration of the job protection afforded by FMLA, and Employee is still unable to return to full duty or light duty, the City shall notify Employee by certified letter, one (1) week prior to the expiration of FMLA, that:

Employee's FMLA protections will expire on a date certain;

The City is extending job protection for thirty (30) days as a reasonable accommodation under the Americans with Disabilities Act (ADA). Such reasonable accommodation time period may be extended, subject to the interactive process as required under the provisions of the ADA;

Should Employee provide a medical prognosis that Employee is able to return to work and perform all the essential functions of the job, Employee shall be required to comply with the provisions of Appendix E of this collective bargaining agreement, provided that:

The absence is for ninety (90) or more calendar days;

The absence was due to a serious injury, illness, or pregnancy that had the effect of compromising Employee's ability to perform the essential functions of the job;

The absence was of such duration that Employee may require work hardening in order to perform the essential functions of the job.

15.3 BEREAVEMENT LEAVE

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

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

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

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ARTICLE 16 VACATION TIME

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

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

The employee may authorize the City to direct the monetary value of any accrued, but unused or escrowed vacation leave in excess of 200 hours, up to a maximum of ninety-six (96) hours, into a tax-deferred plan of the employee's choosing, provided that the plan selected by the employee is currently offered as a tax-deferred option to all City employees.

All vacation leave in excess of 350 hours that is not used, or directed into a tax-deferred plan/ sell back shall be lost.

Seperation From Service

Employees who voluntarily resign or are separated from employment in good standing will receive payment for one hundred (100%) percent of their accrued and unused vacation leave at the time of separation.

PDO- Personal Days Off

After completion of the employees initial probation period, Employees will be given three (3) PDO's "Personal Days Off" per fiscal year. PDO's must be used in 24 hour increments and will be approved in the same manner as Vacation Time Off. Any PDO not used in the fiscal year "October 1st- September 30th" will be lost. Employees who are terminated, voluntarily resign, or separated from employment with the City for any reason will lose any and all remaining PDO time on the books.

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ARTICLE 17 UNIFORM ALLOWANCE

17.1 CLEANING ALLOWANCE

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

17.2 UNIFORM PURCHASE ALLOWANCE

In addition, all uniformed employees shall receive a Uniform Allowance of \$700 per employee annually to be utilized for the purchase of all uniform items and station boots. The uniform item/boots must be purchased through a program set up by the Department from a vendor to be designated by the City. Specific uniform items will be selected/approved for each rank/position. Uniform items/boots will be selected based on input from an employee committee with the final decision by the Fire Chief. New employees shall receive this same allotment at the time of their employment. Employees who are promoted or demoted to a new position requiring a change in uniform shirts will be provided with an additional amount based upon the cost of the items required to effect such change.

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

17.3 UNIFORM UPON PROMOTION

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

17.4 MATERNITY UNIFORMS

Employees in need of maternity uniforms will be supplied sufficient uniforms within thirty (30) days of notification by the employee, and at no cost to the employee's uniform credit.

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ARTICLE 18 EMERGENCY CALL BACK

18.1 DEFINITION

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

18.2 COMPENSATION

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

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

18.3 RELEASE FROM DUTY

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

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ARTICLE 19 SHIFT ASSIGNMENTS FOR FIREFIGHTERS

19.1 STATEMENT OF RIGHT TO ASSIGN SHIFTS

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

19.2 ASSIGNING SHIFTS

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

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

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

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

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

The Department agrees to honor assigned time off (vacation and trades) for employees who are required to transfer shifts by the Department in order to distribute manpower requirements.

Prior to the Department re-assigning time off, Employee shall make every effort to obtain trades.

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ARTICLE 20 INSURANCE/DEATH BENEFITS

20.1 GENERAL

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

To promote a better understanding of the City's medical, dental, and life insurance programs, the City shall ensure that members of the bargaining unit are notified at least one week in advance of any such insurance meeting(s). Bargaining unit members are welcome to attend such meeting(s) provided that they use personal leave time, or union business leave time.

20.2 NOTICE OF CHANGES

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

20.3 DEATH BENEFIT

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

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ARTICLE 21 RETIREMENT/PENSION FUND

21.1 PARTICIPATION

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

The following changes will be amended to the pension ordinance.

1. PRIA account eligibility will increase from the age of seventy (70) to the age of seventy-two (72) (to comply with state statute.)
2. DROP participation will increase from five (5) years to a maximum of eight (8) years, with a 5 year sunset with the increased drop going back to 5 years on September 30th 2029.
3. Beginning October 1st, 2024 the member contribution rate for all current and future members shall be at a rate of eight percent (8.0%)

21.2 PRACTICES, POLICIES, PROCEDURES, AND BENEFITS

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

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

21.3 MILITARY CAREER AND FIRE SERVICE BUY BACK

Subject to applicable statutes and ordinances, employees with military, or other career fire service, shall be authorized to “buy back” up to five (5) years of service. The cost of such shall be calculated one time by the Pension Board’s actuary. Any additional calculations shall be paid for by the member requesting the additional calculations.

Under no event, however, may credited service be purchased pursuant to this subsection for prior service with any other municipal, county, or special district fire department, if such prior service forms, or will form the basis of a retirement benefit or pension from a different employer’s retirement system or plan.

Under no circumstances may the provisions of this article result in additional cost to the Plan

Subject to applicable statutes and ordinances, eligible employees who choose to buy back years of service may exercise one of the following payment options:

Make a lump sum payment of calculated cost, up front; make multiple lump sum payments or,

Enter into a contractual agreement with the Pension Board to pay the cost of “buy back” through payroll deduction over a period of time not to exceed fifteen (15) years;

In the event an employee separates from service with the City prior to paying off the agreed amount, the employee may exercise one of the following options:

Only be credited for the amount of time for which the employee has paid; or,

Pay a lump sum for the remaining balance and receive full credit; or,

Receive a cash refund from the Plan in the amount contractually paid prior to leaving the City.

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ARTICLE 22 RULES/REGULATIONS

22.1 GENERAL STATEMENT OF POLICY

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

22.2 MODIFICATION AND NOTICE

New rules or regulations or changes to existing rules and/or regulations shall be provided to the Union fifteen (15) working days prior to the effective date to give the Union time to review and request bargaining as may be applicable.

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ARTICLE 23 PROMOTIONAL PROCESS

23.1 QUALIFICATIONS FOR PROMOTION

There shall be examinations for the classifications of Lieutenant and Battalion Chief. The criteria for Promotional Examinations is as follows:

A. Lieutenant

1. Must have served at least five (5) continuous years with the "Punta Gorda Fire Department";
2. Must possess Fire Officer I certification;
3. Must possess State of Florida Paramedic certification; and,
4. Must have one-year prior experience as an Acting Lieutenant.
5. In the event that no candidate meets the required qualifications and/or successfully completes the promotional process, the Chief may, at his discretion promote/hire as he or she sees fit for the purpose of operational needs.

B. Battalion Chief

1. Must have served at least nine (9) continuous years with the "Punta Gorda Fire Department"; and,
2. At least four (4) years as a Lieutenant; and,
3. Must possess Fire Officer II certification; and,
4. Must have State of Florida Paramedic certification; and,
5. Must have State of Florida Fire Safety Inspector I certification; and
6. Must have one year of prior experience as an Acting Battalion Chief
7. In the event that no candidate meets the required qualifications and/or successfully completes the promotional process, the Chief may, at his discretion promote/hire as he or she sees fit for the purpose of operational needs.

Notwithstanding any other provision of this Agreement, the City will comply with all current Veterans' Preference requirements at all time with regard to new hires and promotional opportunities.

23.2 TESTING PROCEDURES

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

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

1. Written Examination
2. Tactical Situation
3. Employee Counseling
4. Conflict Resolution
5. Employee Training Presentation Project
6. Public Education Presentation
7. Interview

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

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

- a)** Fire Safety Inspector I (Lieutenants Exam only)
- b)** Fire Safety Inspector II
- c)** Fire Investigator
- d)** Fire Instructor I, II, or III- only counts once
- e)** Fire Officer II
- f)** Fire Officer III
- g)** Fire Officer IV
- h)** Pump Operator
- i)** Safety Officer
- j)** Hazmat Tech
- k)** Fire and Life Safety Educator
- l)** Fire Code Administrator
- m)** Live Fire Training Instructor

AND

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

- a)** CPR Instructor;
- b)** ACLS Instructor;
- c)** ITLS or PHTLS Instructor;
- d)** PALS or PEPP Instructor;

AND

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

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

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

Example:

The candidate receives the following additional points:

Section B-1: 3

Section B-2: 1

Section B-3: 5

Section B-4: 3

Total: 12

$12/15 = .80$ rounded to the nearest hundredth. $0.80 \times 10 = 8$ points added to the final score.

23.3 SELECTION

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

The Fire Chief has the ability to disqualify a member from the promotional list for cause.

23.4 SPECIAL CONSIDERATIONS

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

23.5 DEMOTIONS

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

23.6 NOTICE OF PROMOTIONAL EXAM

1. The notice shall contain the following information:
2. The list expiration date;
3. A list of all testing materials;
4. The notice shall be posted sixty (60) calendar days prior to the test.

(Intentionally left blank)

ARTICLE 24 MISCELLANEOUS PROVISIONS

24.1 TEMPORARY HIGHER CLASSIFICATION

When an employee is assigned all the responsibilities of a higher job classification, the employee shall be paid two dollars (\$2) per hour for all hours worked as a Lieutenant or paid three dollars (\$3) per hour for all hours worked as a Battalion Chief.

24.2 PAY UPON PROMOTION

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

24.3 LIGHT DUTY OF NON-WORKERS COMPENSATION RELATED INJURIES

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

24.4 SENIORITY LAYOFF AND RECALL

A. Accrual

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

B. Loss of Seniority

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

- Discharge.
- Retirement.
- Voluntary resignation.
- Layoff exceeding one (1) year.
- Failure to report to the Department Head the intention to return to work within fourteen (14) calendar days of receipt of a recall notice.
- Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management.

C. Layoff Selection

1. In the event the City decides to lay off employees within a department, the City will first lay off those employees employed on a part-time, temporary, or casual basis. If further layoffs are necessary,

selection among regular full-time employees shall be based upon: Ability to perform all of the work available.

2. Special skills essential to the performance of the available work IE. Paramedic, Apparatus Operator , or Marine Capt.
3. Job performance as reflected by the job evaluations for the past three years or the most recent evaluations available.
4. Job classification seniority.

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

Selection will be done in compliance with Veteran's Preference requirements.

D. Permanent Layoffs

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

E. Recall

Except for employees laid off pursuant to Section 24.4.D (above), regular full-time employees who are recalled by the City within twelve (12) months shall have their City service, departmental, and job classification seniority restored; however, they will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff. *Selection of employees for recall shall be done in accordance with Veteran's Preference requirements.*

(Intentionally left blank)

ARTICLE 25 EVALUATION PERIOD

25.1 INITIAL EVALUATION

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

25.2 PERIOD

The standard initial evaluation period for all new employees shall be one (1) year from date of hire. Upon or before the expiration of the initial evaluation period, the Chief may:

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

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

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

(Intentionally left blank)

ARTICLE 26 AGREEMENT AND WAIVER CLAUSE

26.1 TERM OF AGREEMENT

This Agreement shall be effective beginning October 1, 2024, and ending September 30, 2027.

The contract may be opened one time between the effective dates listed above by mutual agreement only, for the purpose of negotiating a Voluntary Employees' Beneficiary Association (VEBA).

26.2 BARGAINING PROCESS

Bargaining shall begin no later than March 1 of the year in which the collective bargaining agreement ends; or the year in which the issues mandated by a re-opener must be bargained.

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

26.3 SUCCESSION AGREEMENT

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

26.4 AMENDMENTS

This Agreement may be amended in accordance with applicable law.

26.5 SAVINGS CLAUSE

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

(Intentionally left blank)

APPENDIX A: GRIEVANCE FORM

Name: _____

Shift: _____

Immediate Supervisor: _____

1. Grievance No.: _____

2. Date of Incident Being Grieved: _____

3. Contract Articles and Sections Claimed to Have Been Violated:

4. Statement of Facts Supporting Grievance:

(Add a page if necessary)

5. List Supporting Witnesses:

6. Managers or Supervisors Involved:

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

☐

Yes

☐

No

8. Relief Requested:

Signature

Date

cc: Fire Chief, and the Human Resources Manager

APPENDIX B: WAGES

SECTION 1: GENERAL PROVISIONS

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

- A. All employees must be State Certified Firefighters, Paramedics and/or EMTs by the State of Florida and failure to maintain both certifications may result in termination of employment unless with respect to new hires the Chief determines that applicants who do not meet these criteria are otherwise qualified.
- B. The hourly rate for the purpose of calculation of overtime pay shall be one and one-half (1½) times the employee's hourly rate, which is based on dividing the employee's annual base salary plus any other specialty pay by 2912.
- C. No employee's hourly rate of pay shall be less than the minimum, nor more than the maximum, of the pay range to which his/her classification is assigned, except as otherwise specified in this Agreement.

SECTION 2: ESTABLISHMENT OF PAY RANGES

- A. Effective October 1, 2021, this CBA shall establish a pay range system, and the minimum and maximum of the pay range shall remain fixed until such time as there is an adjustment to each of the pay ranges covered by this CBA, provided that any such adjustments do not have the effect of reducing the minimum or maximum of the range.
- B. Firefighter/EMT, Pay Grade 32, in year 1 of the agreement shall have a minimum hourly base rate of \$20.58 and a maximum of \$29.51. In year 2 of the agreement, shall have a minimum hourly base rate of \$21.20 and a maximum of \$30.39. In year 3 of the agreement, shall have a minimum hourly base rate of \$21.84 and a maximum of \$31.30.
- C. Lieutenant, Pay Grade 33, in year 1 of the agreement shall have a minimum hourly base rate of \$29.70 and a maximum of \$37.09. In year 2 of the agreement shall have a minimum hourly base rate of \$30.59 and a maximum of \$38.20. In year 3 of the agreement shall have a minimum hourly base rate of \$31.51 and a maximum of \$39.35.
- D. Battalion Chief, Pay Grade 34, in year 1 of the agreement shall have a minimum hourly base rate of \$33.91 annually and a maximum of \$41.76. In year 2 of the agreement shall have a minimum hourly base rate of \$34.93 and a maximum of \$43.01. In year 3 of the agreement shall have a minimum hourly base rate of \$35.98 and a maximum of \$44.30.
- E. When an employee is promoted, he/she shall be paid at the bottom of the pay grade, but not less than eight percent (8) above the rate he/she was making before the promotion. He/she will serve a six (6) month promotion probationary period. Upon successful completion of said probationary period, he/she shall receive a three percent (3%) pay increase. Thereafter, the employee shall move through the pay range on the same basis and on the same schedule as all other employees.
- F. Based on the job classifications, and current authorized staffing levels, the City of Punta Gorda authorizes the following position allocation formula:
 - 1. Eighteen (18) Firefighter/EMT positions, Pay Grade 32;
 - 2. Nine (9) Lieutenant positions, Pay Grade 33;
 - 3. Three (3) Battalion Chief positions, Pay Grade 34;

- G.** The City of Punta Gorda solely reserves the right to make changes in staffing levels, including adding or deleting positions, staffing scheduling, or classifications, based on operational need and qualifications of the workforce;
- H.** This staffing allocation in no way constitutes any additional property right to those covered by this CBA

SECTION 3: PROBATIONARY EMPLOYEES

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

SECTION 4: EDUCATIONAL INCENTIVES

Starting April 1, 2020, after completion of the Firefighter/EMT initial probationary period, or any extension thereof pursuant to this CBA, and on or after April 1 each subsequent year for the term of this collective bargaining agreement, employees are eligible to receive one (1) Educational Incentive pay increase per year of three percent (3%) upon the successful completion of any two (2) approved educational classes or certifications as specified in Appendix C. They must present to the Chief a valid certificate/transcript verifying they have successfully completed and passed any required examination or educational course(s) listed in Appendix C with a grade of "C" or better, or "Pass" when the standard is "Pass or Fail" no later than September 30th of the same year.

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

- A.** Only education or certifications completed within the past three (3) years as an employee of the City of Punta Gorda may be used to qualify for the Education Incentive pay increase, provided that none of the education was credited in the previous CBA. This "look-back" period shall begin with and include the month in which the education step increase is requested by the employee and approved by the Department Head and extending 36 months prior to that month. Any education or certifications that were received prior to the 36th month shall not be eligible for consideration for this pay increase.
- B.** Credits must be from an institution accredited by the appropriate Regional Institutional Accrediting Agency of the U.S. Department of Education's Office of Postsecondary education; or, course work through some other institution or agency approved by the Fire Chief.
- C.** In the event an employee fails to maintain one (1) or more of the certifications on which an Education Incentive increase was based, either through recertification or by completing the continued education or training required by the State or City to maintain the certification or certifications achieved under Appendix C, the employee will forfeit the increase until such time as the certification is reinstated, at which time the increase will be reinstated.
- D.** The effective date for any pay increase provided in this section shall be the beginning of the first, full bi-weekly payroll period following the attainment of the criterion for an increase, and receipt by the Fire Chief of evidence of such attainment.

SECTION 5: ANNUAL INCREASE

For the remaining term of this collective bargaining Agreement, after completion of the initial probationary period, or any extension thereof pursuant to this collective bargaining Agreement, employees shall be authorized to receive two pay increases totaling six percent (6%)

- A. Three percent (3%) across the board pay increase, effective the first payroll of the fiscal year that begins October 1;
- B. Three percent (3%) education increase, effective the first payroll of April each year that is covered by this bargaining agreement, such pay increase subject to Section 4 of Appendix B.

SECTION 6: SPECIALTY PAYS

Specialty Assignments are a pay status for employees who are assigned or selected, as the case may be, by Management to serve in specific capacities as set forth herein.

A. PARAMEDIC PAY

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

1. Employees who successfully credential as a Journeyman Paramedic shall receive Paramedic Journeyman Specialty Pay (PJSP) of four dollars and zerocents (\$4.00) added to their base hourly pay for year one of the contract October 1st 2025 PJSP will increase to four dollars and fifty cents (\$4.50). October 1st 2026 PJSP will increase to five dollars and zero cents (\$5.00).
2. PJSP shall not be considered in determining whether an employee's hourly rate exceeds the authorized maximum for the pay range.
3. An employee shall continue to receive PJSP so long as he/she continues to maintain certifications and training as required.
4. An employee will no longer receive PJSP if any of the following occur:
 - a) The employee loses his/her State of Florida Paramedic certification;
 - b) The Medical Director will not allow the employee to perform Paramedic duties under the State of Florida medical doctor's license of the Medical Director;
 - c) Disciplinary reasons as defined in the City's Personnel Rules and Regulations; or for violations of established Department rules or standard operating procedures.

B. FTO – FIELD TRAINING OFFICERS

Effective April 1, 2019, the City agrees to authorize four (4) employees to receive Field Training Officer (FTO) specialty pay. Employees selected by Management to serve as Field Training Officer shall receive an increase to their hourly rate of pay of one dollar (\$1.00) per hour upon appointment and for the duration of their assignment.

The selection process for Field Training Officers shall be subject to bargaining between the City and the IAFF and incorporated into the Department's SOP.

C. MARINE OPERATIONS TEAM

A. Certified Dive Personnel

Effective October 1, 2016, the City agrees to authorize Certified Diver specialty pay. Employees who meet the training and certification requirements as specified by the Fire Chief shall be authorized to receive an increase to their hourly rate of pay of fourty cents (\$0.40) per hour upon appointment and for the duration of their assignment.

B. Boat Captain

Effective April 1, 2020, the City agrees to authorize Boat Captain Specialty pay for eighteen (18) employees who meet the training and certification requirements as specified by the Fire Chief. Employees assigned by Management to serve as Boat Captain shall receive an increase to their hourly rate of pay of fifty cents (\$0.50) per hour upon appointment and for the duration of their assignment. As of 10-01-2021, Boat Captain training will not qualify for the education incentive for the members receiving specialty pay for Boat Captain.

D. CDL (COMMERCIAL DRIVER'S LICENSE)

Effective October 1, 2021, the City agrees to authorize CDL (commercial driver's license) specialty pay for firefighter/emt employees who possess a valid Florida Class B (or greater) with a tanker endorsement meet the training and certification requirements as specified by the Fire Chief (Employees do not have to possess a valid Florida CDL). Firefighter/EMT employees with a current CDL who meet the aforementioned training and certification requirements shall receive an increase to their hourly rate of pay of fifty cents (\$0.50) per hour as long as their CDL is current and not revoked, suspended or expired. If an employee receives the specialty pay, this will not qualify for the education incentive.

SECTION 7: PARAMEDIC CERTIFICATION SPONSORSHIP AGREEMENT

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

- A.** Selection of individuals to participate in such sponsorships shall be at the sole discretion of the Fire Chief with consideration given to education, experience, and Department seniority.
- B.** Those that are selected for sponsorship shall be required to sign and abide by the provisions of the City's Paramedic Certification Sponsorship Agreement (attached). The Paramedic Certification Sponsorship Agreement is hereby incorporated as a part of this Memorandum of Understanding.

SECTION 8: UTILIZATION

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

SECTION 9: NEW HIRE RATES

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

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APPENDIX C: EDUCATION COURSES

EDUCATION INCENTIVE COURSES

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

FSFC 3530	Live Fire Training Instructor Program
RN 9881	Personnel Management for the Fire Service
FSFC 406	Post Blast Investigation
FFP 1540	Private Fire Protection Systems I
FFP 2541	Private Fire Protection Systems II
FFP 2706	Public Information Officer
	Child Passenger Seat Tech
	Confined Space Rescue
FFP 1000	Introduction to the Fire Service
FFP 1612	Fire Behavior and Combustion
FFP 1109	Fire Department Occupational Safety and Health

ELIGIBLE CERTIFICATIONS

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

All 40-hour courses offered through FCDICE, the Division of the Florida State Fire Marshal.

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

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

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PUNTA GORDA FIRE DEPARTMENT

1410 TAMiami TRAIL * PUNTA GORDA, FLORIDA 33950

PHONE (941) 575-5529 * FAX (941) 575-5565

City's Commitment

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

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

Trainee's Commitment and the City's Rights

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

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

5. The City shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Trainee fails to attain a State of Florida Paramedic certification within six (6) months of completing the required coursework unless an extension is requested and approved by the Fire Chief or his designee.
6. The City shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Trainee voluntarily leaves the employ of the City within three (3) years of his or her certification as a State of Florida Paramedic.
7. The City shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Trainee is terminated from the employ of the City within three years of certification as a State of Florida Paramedic. "Termination" shall also include, but not be limited to, an injury or illness resulting in the Applicant's inability to perform the normal duties of the position held by the Trainee for more than 6 months, so long as said injury or illness is not connected with their employment with the City.
8. Unless a different schedule is approved by the Fire Chief or his designee, repayment shall be made in equal monthly installments and be completed within one (1) year of cessation of employment or other event triggering the repayment obligation. The Trainee agrees that in the event of his or her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the repayment obligation remaining unpaid shall immediately become due and payable unless an extension is requested and approved by the City.
9. If the Trainee fails to make a scheduled payment, the Trainee hereby authorizes the City to withhold, in accordance with applicable law, the amount due that will bring him/her current with his/her repayment obligation. Upon cessation of his or her employment, the Trainee hereby authorizes the City to withhold, in accordance with applicable law, any wages or other payments due to the Trainee, to put toward the Trainee's repayment obligations under this Agreement.
10. The Trainee agrees that in the event that legal fees and costs are incurred by the City to enforce the terms of this Agreement, the Trainee shall be responsible for payment of such fees and costs and the court shall award such fees and costs to the City.
11. No provision of this Agreement shall be interpreted in a manner adverse to either party based upon the fact that the party drafted the language of the Agreement at issue.

Disclaimer

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

Trainee's Certification

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

Trainee

Name _____ Signature _____ Date _____

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

STATE OF Florida_and in_COUNTY OF Charlotte

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

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

Notary Public _____

Fire Chief: _____ Date _____

HR Manager: _____ Date: _____

Finance Director: _____ Date _____

City Manager: _____ Date _____

PURPOSE

The purpose of this Appendix is to establish a policy regarding the procedure for returning to duty following a medical leave of absence. The provisions of this Appendix shall apply to any medical leave of absence, including workers compensation injuries.

Medical Leave absence

Absence from duty due to a medically-related cause such as illness, injury, or other medical condition.

CONDITIONS AND REQUIREMENTS FOR RETURN TO DUTY FROM A MEDICAL LEAVE OF ABSENCE**A. Conditions Establishing the Necessity of a Return to Duty Doctors Release from a Medical Leave of Absence.**

1. Shift personnel must have taken time off related to a personal medical condition.
2. Absence must have exceeded at least three (3) consecutive 24-hour shifts which the employee would have worked.

B. Procedure for Return to Duty

1. Shift personnel must be cleared by a licensed medical professional to be physically fit for duty. The department shall provide the physician with a copy of the employee's job description in place upon ratification, ensuring the physician is aware of the physical requirements for full duty while evaluating the employee's ability to meet those physical requirements.
2. Shift personnel must notify their Battalion Chief or the Operations Chief at least 24 hours prior to their return to work that they are cleared to return. Written notification from a licensed medical professional must be received in Fire Department Administration Monday through Friday between the hours of 0800 and 1630 for review and approval prior to returning.

C. Conditions for Return to Duty

1. The employee shall provide the medical professional the thirteen (13) "Essential Job Tasks" referenced in NFPA 1582.
2. The employee must bring a note from a physician licensed in the state of Florida authorizing said personnel to return to full firefighting duty according to the job task requirements referenced in chapter 9 (Section 9.1.3) of NFPA 1582. Further medical clarification is listed in subsequent sections of Chapter 9 and is available for physician reference and clarification when formulating a return to duty clearance.
3. The City has a practice of facilitating light duty assignments should the medical professional determine the employee is unable to return to full duty. Light duty assignments shall comply with the provisions of Section 17.8 and Section 30 of the City's Personnel Rules and Regulations.

APPENDIX E (1): PUNTA GORDA FIRE DEPARTMENT RETURN TO WORK FORM

Punta Gorda Fire Department has adopted the 13 Essential Job Tasks as listed in NFPA 1582, Section 9.1.3, 1-13 as a standard reference of abilities required for returning to work. This form has been created to assist the physician when determining if the employee is medically able to return to full unrestricted firefighting duty.

Employee agrees to abide by the provisions of this policy and the medical certification provided by the medical professional whose signature appears at the end of this form.

EMPLOYEE NAME: _____ DATE: _____

ESSENTIAL JOB TASKS NFPA 9.1.3 EVALUATION OF MEDICAL

Evaluate Employee based on the following thirteen (13) criteria checking (YES) or (NO) for each performance element. After Employee has been evaluated using these factors, determine whether or not Employee is able to return to full duty, or may only perform modified duty. If only able to perform modified duty, specify Employee's limitations, for what period such limitations will be necessary, and when Employee is expected to return to full duty.

1. Performing fire-fighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry, etc.), rescue operations, and other emergency response actions under stressful conditions while wearing personal protective ensembles and SCBA, including working in extremely hot or cold environments for prolonged time periods.

(YES) ☐ (NO) ☐

2. Wear an SCBA, which includes a demand valve – type positive-pressure facepiece or HEPA filter masks, which require the ability to tolerate increased respiratory workloads.

(YES) ☐ (NO) ☐

3. Exposure to toxic fumes, irritants, particulates, biological (infectious) and no biological hazards, and/or heated gases, despite the use of personal protective ensembles and SCBA.

(YES) ☐ (NO) ☐

4. Depending on the local jurisdiction, climbing six or more flights of stairs while wearing fire protective ensemble weighing at least 50 lb. (22.6 kg) or more and carrying equipment/tools weighing an additional 20 to 40 lb. (9 to 18 kg).

(YES) ☐ (NO) ☐

5. Wearing fire protective ensemble that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C).

(Yes) ☐ (No) ☐

6. Searching, finding, and rescue-dragging or carrying victims ranging from newborns up to adults weighing over 200 lb. (90 kg) to safety despite hazardous conditions and low visibility.

(YES) ☐ (NO) ☐

7. Advancing water-filled hose lines up to 2 1/2 in. (65 mm) in diameter from fire apparatus to occupancy [approximately 150 feet (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles.

(YES) ☐ (NO) ☐

8. Climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces, and operating in proximity to electrical power lines and/or other hazards.

(YES) ☐ (NO) ☐

9. Unpredictable emergency requirements for prolonged periods of extreme physical exertion without the benefit of warm-up, scheduled rest periods, meals, access to medication(s), or hydration.

(YES) ☐ (NO) ☐

10. Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.

(YES) ☐ (NO) ☐

11. Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces that are further aggravated by fatigue, flashing lights, sirens, and other distractions.

(YES) ☐ (NO) ☐

12. Ability to communicate (give and comprehend verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility, and drenching from hose lines and/or fixed protection systems (sprinklers).

(YES) ☐ (NO) ☐

13. Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members.

(YES) ☐ (NO) ☐

PHYSICIAN'S CERTIFICATION

The employee is able to return to full duty. (YES) ☐ (NO) ☐

If Employee is unable to return to full duty, please specify the details of limitations, and for what period of time Employee will have such limitations. Attach a separate sheet if necessary.

PHYSICIAN'S NAME: _____ DATE: _____

PHYSICIAN'S SIGNATURE: _____

LAST PAGE

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