

AGREEMENT

Between

CITY OF TALLAHASSEE

And

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Firefighter Bargaining Unit

Effective October 1, 2020 – September 30, 2023

DRAFT

AGREEMENT

THIS AGREEMENT, entered into this 1st day of October 2021, between the CITY OF TALLAHASSEE (hereinafter referred to as the “City” or the “Employer”) and the Tallahassee Professional Firefighters, IAFF LOCAL 2339 (hereinafter referred to as the “Union”) and their successors and assigns:

PREAMBLE

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement of the parties with respect to matters within the scope of negotiations:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 RECOGNITION

- 1.1** The City hereby recognizes the Tallahassee Professional Firefighters, IAFF Local 2339, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.
- 1.2** The bargaining unit for which this recognition is accorded includes personnel in the classifications of Fire Battalion Chief, Fire Captain, Fire Coordinator and Senior Fire Specialist employed in the Fire Department of the City of Tallahassee, and specifically excludes Fire Department Chief, Deputy Chief, Division Chief, firefighter, fire engineer, fire lieutenant, fire specialist and non-certified trainees employed by the Fire Department of the City of Tallahassee and all other employees in all other classifications of the City of Tallahassee not specifically included in the unit, professional employees, managerial employees, and confidential employees, as set forth in the order issued by the Florida Public Employees Relations Commission on August 30, 2006 (Order No. O6E-176)

Article 2 NO DISCRIMINATION/HARASSMENT AND RETALIATION

- 2.1** The City agrees to continue its policy of nondiscrimination against any employee on the basis of race, color, gender, sexual orientation, gender identity or expression, age, disability, marital status, veteran status, genetic information, religion, national origin, union membership or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Florida Civil Rights Act or any other similar laws, rules or regulations. Any claim of discrimination by an employee against the City, its officials or representatives, arising from an alleged violation of any Article of this

Agreement, shall be grievable and arbitrable under the provisions of Article 5, Grievance Procedure, as the sole and exclusive remedy for violations, and shall not be subject to the grievance procedure contained in Chapter 710, Personnel Policies and Procedures Manual. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

- 2.2** The Union agrees that it will not discriminate against any employee on the basis of race, color, gender, sexual orientation, gender identity or expression, age, disability, marital status, veteran status, genetic information, religion, national origin or any other characteristic protected by law and shall not interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and shall not discriminate against any such employees because of membership or non-membership in any employee organization.
- 2.3** All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.
- 2.4** The Union and the City agree to support all City policies related to equal opportunity as well as the principles of equal opportunity as prescribed by applicable state statutes and federal codes. The parties agree that intimidating, hostile or offensive language or conduct based on a person's race, color, gender, sexual orientation, gender identity, age, disability, marital status, veteran status, genetic information, religion, national origin or any other characteristic protected by law is unacceptable in the workplace.
- 2.5** Further, the Union and the City agree to not tolerate any form of retaliation directed against an employee or other person who complains about such harassment or discrimination or who participates in any investigation concerning discrimination or harassment.

Article 3 NO STRIKE

The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the City shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion. Review of actions taken by the parties shall be as provided in Florida Statutes, Section 447.507 and will not be grievable or arbitrable under the provisions of Article 5 – Grievance Procedure.

**Article 4
CONSULTATION**

- 4.1 The Chief of the Fire Department and/or his designated representatives (up to a total of three) and a representative of the Human Resources Division shall meet and consult on an as needed basis with three representatives of the Union on City fire service activities, health and safety, Fire Department Rules and Regulations, on any other matters which are not covered by this Agreement, and on questions relating to the implementation of this Agreement.
- 4.2 Each party shall submit an agenda to the other party at least three working days prior to each meeting date. The Chief shall be responsible for preparing minutes of such meetings.
- 4.3 It is understood that these meetings shall not be used for negotiation purposes.
- 4.4 Members of the bargaining unit who serve as Union representatives shall be excused without loss of pay for consultation purposes. Attendance at the consultation meetings outside of regular working hours shall not be deemed time worked.
- 4.5 The Fire Chief will allow for Union representation designated by Union President on each special committee (examples include: Health and Safety Committee, Accident Committee, Policy Committee, etc.)

**Article 5
GRIEVANCE PROCEDURE**

- 5.1 It is the policy of the City to encourage discussion on an informal basis between a supervisor and any employee of an employee complaint. Such discussion should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be resolved at the lowest level of supervision consistent with the authority of the supervisor.
- 5.2 **Definitions**
 - (1) A "grievance" is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in other Articles of this Agreement.

If an employee has a grievance under this Collective Bargaining Agreement, the grievance must be filed under the provisions of this Article of the Collective Bargaining Agreement only.

- (2) As used in this Article, the term “employee” shall mean also a group of employees having the same grievance. In such event, one employee shall be designated by the group to act as spokesperson and be responsible for processing the grievance.

A dispute involving the interpretation or application of a provision of this Agreement which gives a right to the Union as an employee organization may be presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 10 working days of the first occurrence of the event giving rise to the grievance.

Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance:

- (a) in behalf of any employee without his consent, or
 - (b) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.
- (3) Where any provision of this Agreement involves responsibility on the part of the Union which, in the view of the City, is not being properly carried out, the City may present the issue to the Union as a grievance. If such grievance cannot be resolved by discussion between the City and Union on an informal basis, the grievance shall be initiated at Step 3 of this procedure by the Manager-Human Resources and submitted in writing to the President of Local 2339. If not resolved within twenty working days following receipt by the Union of the written grievance, the City may submit the grievance to arbitration under the provisions of Section 5.4(4) below.
 - (4) The grievance and/or specific alleged dispute involving the interpretation or application of the specific provisions of this Agreement shall remain the same throughout the steps of the grievance procedure.

5.3 Representation

Where Union representation is requested by an employee in the Union, the Union representative shall be the Union President or his designee. When a grievance is filed under the provisions of this Article, and Union representation is not requested by the employee or the employee is not a member of the Union, notification of such filing shall be made to the Union by the City representative to whom the grievance is submitted. Such notification shall be made in writing no later than five working days following receipt by the City of the grievance form.

5.4 Procedure

An employee having a complaint shall first discuss it on an informal basis with his immediate supervisor, within ten (10) working days of the event giving rise to the complaint. If the complaint is not resolved in a manner acceptable to the employee, or if the complaint involves the interpretation or application of the provisions of this contract, disciplinary action or alleges discrimination, the employee will forward the complaint via email to the Union President within fifteen (15) working days of the event giving rise to the complaint.

If the complaint has not been satisfactorily resolved informally, the aggrieved employee or employees shall meet with the Union Grievance Committee and the Union Grievance Committee shall determine if a grievance exists. If the Grievance Committee decides to advance the Grievance, a Union representative shall reduce the grievance to writing on the standard form provided by the City for this purpose and present such written grievance at the appropriate step.

Grievances shall be presented and adjusted in the following manner:

1. Step 1 Deputy Chief Level

The grievance shall be submitted to the applicable Deputy Chief within twenty (20) working days from the date of the incident that gave rise to the grievance. This form shall set forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly being violated, and the relief requested. The Deputy Chief shall have a meeting with the employee, accompanied by his representative to discuss the grievance. The Deputy Chief shall communicate a decision in writing to the employee and to the representative, within ten (10) working days following receipt of the grievance form.

2. Step 2 Department Level

If the grievance is not resolved at Step 1, the Union may submit it in writing to the Fire Chief within ten (10) working days after receipt of the decision at Step 1. The Fire Chief or his designee may have a meeting with the employee, accompanied by his representative, to discuss the grievance. The Fire Chief or his designee shall communicate a decision in writing to the employee and to the representative, within ten (10) working days following receipt of the written grievance. This is the final step in a dismissal hearing for an employee serving an initial probationary period. This is the final level for an appeal of an oral reprimand.

3. Step 3 City Level

If the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the City Manager within ten (10) working days after receipt of the

decision at Step 2. The City Manager or his designee may have a meeting with the employee, accompanied by his representative, to discuss the grievance. The City Manager or his designee shall communicate a decision in writing to the employee and to the representative within twenty (20) working days following receipt of the written grievance.

4. Step 4 – Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the employee or the Union, or the City as the case may be, may request arbitration by delivering written notice of intent to appeal to the other party no later than ten working days after receipt of the decision at Step 3 with a written statement of the specific provision(s) of this Agreement at issue. If the grievance is not appealed to arbitration within said ten working days, the City Manager's Step 3 answer shall be final and binding upon the aggrieved employee or the Union, as the case may be.

- 5.5** Within fifteen working days after receipt by the other party of the appeal to arbitration, the grievant shall initiate a request to the Federal Mediation and Conciliation Service, the sole function of that body being to assist in the selection of the arbitrator, to furnish a panel of five impartial arbitrators particularly skilled in matters involving local government employee relations. Both the City and the Union shall have the right to strike two names from the panel. Within five working days after receipt of the list, the parties shall meet and alternatively cross out names on the list. Lot chance shall determine who shall cross out first.
- 5.6** Where there is a threshold issue regarding arbitrability, it is understood that in such cases the Request for Arbitration form shall be accompanied by a special request to the Federal Mediation and Conciliation Service for a panel of only three arbitrators who would be available for an expedited arbitration hearing on only the arbitrability issue. Another arbitrator shall be selected to hear the case on its merits. The hearing on this issue shall be limited to not more than one day, and the arbitrator shall be required to make a bench decision on the issue before the hearing is closed. The party losing the arbitrability issue shall pay the fee and expenses of the expedited arbitration.
- 5.7** The arbitrator shall issue his decision not later than thirty working days from the date of the closing of the hearing. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement, and he shall not make any decision:
- (1) contrary to, or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.

(2) limiting or interfering in any way with the powers, duties and responsibilities of the City under applicable law, the City Charter, ordinances, and rules and regulations having the force and effect of law.

5.8 The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the City, the Union, and the employees in the bargaining unit. In reaching his decision in all cases, the arbitrator shall utilize a preponderance of the evidence standard of proof.

5.9 The arbitrator may fashion an appropriate remedy where he finds a violation of this Agreement, but no liability, monetary or otherwise, shall accrue against the City, or the Union in cases arising under Section 5.3(4) of this Article, prior to the date of the event which gave rise to the grievance. With respect to grievances involving transfer, demotion, suspension or termination of employment, the arbitrator shall not modify the City's disciplinary action unless he finds the City's action to be arbitrary or capricious. However, this shall not eliminate the proper cause provision contained in Article 21.1.

5.10 The fees and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. If the employee is not represented by the Union at the arbitration step and the employee is the losing party, the fees and expenses of the arbitrator shall be the responsibility of the employee. In the event of a compromise award, the arbitrator's fee, expenses, and transcript cost, if any, shall be divided equally by the parties to the arbitration. Each party shall be responsible for compensating and paying the expenses of its own representatives and witnesses. Any party desiring a transcript shall bear the cost of the same.

5.11 Time Limits

(1) Failure to initiate a grievance within the time limit in Section 5.4 above, 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.

(2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(3) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement and shall be extended during any declared emergency.

5.12 General Provisions

- (1) If a grievance arises from the action of an official higher than the fire station captain, the grievance may be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within the time limit set forth in 5.4(1).
- (2) The written submission of a grievance to Step 2, 3, or 4 shall include a copy of the grievance form submitted at the initial formal step and the written decision at each preceding step of the grievance procedure.
- (3) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- (4) If a grievance meeting is held during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.
- (5) 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, subject, however, to the final disposition of the grievance.
- (6) If the Union chooses to process the grievance at step 2, the Union retains the exclusive right to request arbitration or withdraw a grievance at any time provided such decision is not based upon Union or Non-Union membership.

Article 6 HOURS OF DUTY AND OVERTIME

6.1 Duty Time

- (1) Suppression personnel shall be on duty an average 53-hour week. Shifts shall be of 24 hours' duration. Shift change will be at 7:00 p.m. Battalion Chief shift exchange will be at 6:00 p.m.; working a 24-hour shift of 6:00 p.m. to 6:00 p.m.
- (2) Personal leave will be approved on a first come, first serve basis. A Captain must notify his Battalion Chief of the hours/shift(s) he wishes to take personal leave. A Battalion Chief must notify the Deputy Chief of Operations of the hours/shift(s) he wishes to take personal leave. There is no minimum personal leave requirement.

A Captain/Battalion Chief must take his Kelly day within 38 days after his shift's Kelly Day cycle. However, one Kelly day may be carried over to

use at a later time. Captains must notify their Battalion Chief when they wish to take their Kelly day during the time period specified above. Battalion Chiefs must notify the Deputy Chief of Operations when they wish to take their Kelly Day during the time period specified above. Kelly Days must be taken as whole 24-hour shifts.

The maximum number of Captains/Battalion Chiefs allowed to be off for any one shift on a combination of Kelly days/personal leave will be four (4) per shift, of which only two (2) can be a Battalion Chief.

- (3) The Department will conduct a trial period for 24 months from the effective date of this contract continuing to allow Kelly Days to be sold back (worked, rather than taken.) The Fire Chief will assess the impact by the end of the trial period. If it causes an adverse impact the Kelly Day process will be amended to make it mutually agreeable. Kelly Day Sell Back (KDSB) hours will be paid as overtime at 1.5 with the exception of Battalion Chiefs who will be paid overtime at straight time for these hours.

During the Kelly day selection procedure employees will be allowed to sell back no more than 2 Kelly Days per calendar year. A total of 4 Kelly Days may be sold back per shift. If no Kelly Days are sold back in a particular cycle, the Fire Chief will be allowed to add one more Kelly Day slot to one shift in that cycle to accommodate staffing needs.

- (4) Fire Department's hours of duty time for staff personnel is a 40-hour week with the hours of work being 8:00 a.m. until 5:00 p.m., Monday through Friday, with one hour off for lunch each day, except insofar as staff personnel may work variable hours within a normal duty week.

It is agreed that the employees in these work units may have a flexible work schedule that has been approved by the supervisor and the Fire Chief, provided consideration of the operational needs of the department and work unit are met.

Once a flexible work schedule has been approved, this schedule shall remain in effect until a new request has been submitted by the employee and received the appropriate approval. The Fire Chief or his designee may discontinue or alter an employee's existing flexible work schedule with written notification provided to the employee at least ten working days in advance of the change, unless unusual or emergency circumstances dictate a shorter notification period.

- (5) Denial of a work schedule request is not grievable by an employee under Article 5 – Grievance Procedure of the current contract.

6.2 Shift Exchange

- (1) Employees within job classification (i.e., Battalion Chief for Battalion Chief and Fire Captain for Fire Captain) shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.
- (2) Requests to exchange shifts shall be submitted to the Battalion Chief in charge of their Battalions for Captains, and the Deputy Chief of Operations for the Battalion Chiefs during the shift prior to the exchange.
- (3) An employee agreeing to the exchange is responsible for working the shift.
- (4) Employees working a shift exchange and who call in sick or family sick will be subject to Article 9.2 (2) Use of Sick Leave.
- (5) Emergency personal leave shall be granted for employees (assigned) with preapproved Exchange of Time (EOT) when the scheduled person cannot fulfill their obligation due to death, dismissal or administrative action for up to two (2) consecutive shifts.
- (6) Shift exchange provisions are not grievable under Article 5 - Grievance

6.3 Leave Donation

As a supplement to the City Leave Donation policy (708.06) and a mechanism to accommodate the unique operational circumstances of the Fire Department, personnel assigned to a 53-hour workweek shall be permitted to donate time in the form of time worked for members experiencing significant hardships. The following procedure shall apply:

- (1) When an employee must be absent from work due to personal illness, illness of an immediate family member, or a serious condition that creates a significant hardship for the employee, the employee may request authorization for leave donations. FMLA documentation should be submitted to the TFD HR Administrator prior to the request.
- (2) Once a written request has been submitted, the Fire Chief (or designee) will review the circumstances and approve or deny the donation request.
- (3) If approved, Department members will be notified that leave donations are being accepted. Department members may donate personal leave hours per COT policy 708.06 or choose to work the effected member's shift as a time donation.
- (4) If a member would rather work the shift, the donating member will submit a written request to the Deputy Chief of Operations, which includes the dates

that they are willing to work. The Deputy Chief of Operations will coordinate the staffing and place the donating member on the roster under the Time Donation (TD) work code. The member being replaced will be shown on Time Donation – Received (TD-R) work code.

- (5) The member working the donation hours may serve in any specialty position for which they qualify (airport, paramedic etc.). Additionally, they may be required to serve in positions of lesser rank (i.e., captains donating time may serve as lieutenants or fire fighters according to operational needs). Time donated will not be considered time worked by the donator and the donator will not be eligible for any compensation. Donated time will be considered time worked for the receiver, and no repayment will be required.
- (6) Consistent with Department staffing, a member will not be scheduled to work in excess of 48 consecutive hours unless approved by a Battalion Chief or higher-level officer.
- (7) It is the responsibility of the Deputy Chief of Operations to monitor and administer the Exchange of Time Donation program. It is the responsibility of the Battalion Chiefs to maintain appropriate staffing and documentation to assure compliance with this policy. It is the responsibility of the person approved to work the shift exchange to report for duty at the time and place approved.
- (8) Leave donation provisions are not grievable under Article 5 - Grievance Procedure of the current contract.

6.4 Overtime

- (1) Fire Captains, Fire Coordinators and Senior Fire Specialists shall be paid overtime in compliance with FLSA. All required work in excess of the normal duty cycle (144 hours for fire suppression captains, or 40 hours for staff captains in the senior fire specialist classification) shall be paid at one and a half times the employee's regular rate of pay. Any paid or unpaid leave time does not count as time worked for the purpose of computing overtime.

However, for the calculation of overtime, bereavement leave shall be calculated as time worked.

- (2) Fire Captains, Fire Coordinators and Senior Fire Specialists may receive compensation for hours worked in excess of the regular 144-hour duty cycle or 40-hour duty week at the employee's option, as described in section 6.4(1) above or, upon written election by the employee, the employee will be granted compensatory time equal to one and one-half times the number of hours worked in excess of the regular 144 duty cycle or 40-hour duty week.

- (3) Fire Battalion Chiefs shall receive hour for hour straight pay or compensatory time off for work in excess of their normal duty cycle (144-hour duty cycle or 40-hour duty week.). Any paid or unpaid leave time does not count as time worked for the purpose of computing time worked in excess of normal duty cycle. However, if during that same regular duty cycle the employee has taken bereavement leave, the employee shall be compensated hour for hour straight pay or compensatory time off for time worked in excess of the regular duty cycle.
- (4) Employees shall be compensated at time and one-half times the employee's regular rate of pay for all mandatory overtime, including attendance of off-duty mandatory meetings.
- (5) Selection for mandatory overtime will be the order of the least senior in grade on duty first and rotated to the next least senior in grade for each occurrence.
- (6) All mandatory overtime for Battalion Chiefs shall be approved by a Deputy Chief or higher.

Article 7 HOLIDAYS

- 7.1** Each employee in the fire suppression unit shall receive an additional eight hours of pay, paid at the employee's 40-hour base rate of pay, for each holiday designated by the City Manager.
- 7.2** Employees in the bargaining unit scheduled to work a 40-hour week will be on the same holiday schedule as fire administration employees. A holiday occurring on Saturday will normally be observed on the Friday preceding the holiday; a holiday occurring on Sunday will normally be observed on the following Monday. These employees will not receive the additional eight hours of pay described in 7.1. Bargaining unit members that are assigned to staff will receive the same number of holidays that suppression personnel receive.
- 7.3** Employees in the bargaining unit are guaranteed a minimum of 10 holidays per calendar year. If the City Manager designates less than 10 holidays in a calendar year, all bargaining unit employees will be paid for the additional holidays at the end of the calendar year that will bring the total to 10.

**Article 8
PERSONAL LEAVE**

8.1 Personal Leave Accrual

Employees in the bargaining unit shall accrue personal leave on the following basis:

(1) Suppression Personnel

Years of Continuous Service	Hours Accrued Weekly
0-5 Years (Completion of 0-60 Months)	3:04
5-10 Years (Completion of 61-120 Months)	3:40
10-15 Years (Completion of 121-180 Months)	4:17
15-20 Years (Completion of 181-240 Months)	4:54
Over 20 Years (Over 240 Months)	5:31

(2) Forty-Hour Personnel

Years of Continuous Service	Hours Accrued Weekly
0-5 Years (Completion of 0-60 Months)	2:18
5-10 Years (Completion of 61-120 Months)	2:46
10-15 Years (Completion of 121-180 Months)	3:14
15-20 Years (Completion of 181-240 Months)	3:42
Over 20 Years (Over 240 Months)	4:10

8.2 Selection and Use of Personal Leave

- (1) An employee's use of personal leave shall be charged against accrued personal leave on the basis of on-duty time or on-duty shifts taken.
- (2) Scheduling Personal Leave for Educational Purposes
Due to the nature of the Fire Department's operations and the need to meet the operational requirements of the City, employees shall schedule personal leave requested for the purpose of attending educational institutions of higher learning or vocational-technical schools in increments of 2-hour blocks. When additional time of less than a 2-hour block is required, such

additional time shall be scheduled in no less than 1-hour blocks. The schedule must be approved in advance at the beginning of each semester by the appropriate supervisor. As a special exception to the above, it is agreed that employees may request up to nine (9) hours of educational (personal) leave in any increment to attend Fire Department sponsored courses offered by Tallahassee Community College.

- (3) The maximum amount of personal leave time that may be carried over from one calendar year to the next calendar year shall not exceed the following:

Scheduled Duty Time	Maximum Accumulation
53 hours per week	350 hours
40 hours per week	264 hours

- (4) An exception to the maximum accumulation for carry over will apply to those suppression personnel who are temporarily assigned to a 40-hour workweek, either due to modified duty or departmental need, and that is reflected in the payroll system on December 31 or out on worker's compensation on that date. These affected employees will be allowed to carry over up to 350 hours.

8.3 Advance Personal Leave

When an employee has utilized all personal leave for which he is eligible, upon the employee's request and where the employee has sufficient MAP funds to cover the amount of the request, advance personal leave may be granted by the Fire Chief, with notification to the Director Human Resources, in the following amounts:

40-hour employees – from 40 to 160 hours of advance personal leave

53-hour employees – from 2 shifts to 7 shifts of advance personal leave.

The Fire Chief may grant the advance personal leave for the following reasons:

- (1) medically certified serious illness or disability of the employee, when the employee has exhausted all leave for which he was eligible;
- (2) medically certified serious illness of disability of the current spouse of the employee, dependent child, or parent of the employee or current spouse;
- (3) acquisition of a child either through birth or adoption; family and/or personal emergencies.

8.4 Advance Leave Repayment

When an employee who was granted advance personal leave returns to work, these leave credits will be repaid through payroll deduction, of the value of the personal leave advance, figured at the employee's rate of pay during the period of the advance leave, over a period not to exceed 24 months.

Upon termination, retirement, or death, any advance personal leave not repaid shall be deducted from the employee's final compensation or MAP contribution refund. No additional advance personal leave may be granted until the employee has repaid the previous advance personal leave.

8.5 Pay For Unused Personal Leave

- (1) An employee who terminates employment with the City shall be paid at the employee's hourly base rate of pay for any unused personal leave credited to the employee at the time of termination.
- (2) Any moneys due to the City will be deducted from any such personal leave payments.

8.6 Parental Leave

In FY 2021, employees are eligible for one hundred twenty (120), FY2022 to FY2023, employees are eligible for two hundred forty (240) hours of parental leave after the birth of a baby or placement through adoption in accordance with City policy.

Article 9 SICK LEAVE

9.1 Sick Leave Accrual

Employees in the bargaining unit will accrue sick leave credit on the following basis:

Fifty-three-hour personnel – 2:27 hours of sick leave weekly

Forty-hour personnel – 1:52 hours of sick leave weekly

There is no maximum limit on the number of sick leave hours that may be accumulated by an employee.

Bargaining unit employees who elected to retain catastrophic leave will accrue sick leave in accordance with Chapter 708 of the City's Personnel Policies and Procedures. All other bargaining unit employees shall accrue sick leave as identified in 9.1.

9.2 Use of Sick Leave

- (1) Advance notification regarding sick leave absences shall be made by 17:00 the day of their shift by the employee in accordance with standard operating procedures which have been established by the department and communicated to employees. Failure to give appropriate notice as provided herein may result in denial of paid sick leave.
- (2) Accrued sick leave may be used for personal illness or injury, or for serious illness in the employee's immediate family (as defined in Article 10). An employee found to have claimed sick leave for absences not covered under this section or an employee who has demonstrated a pattern of sick leave absences, (i.e. two or more occurrences, within a 12-month period, of taking sick/family sick leave on a holiday or the shift immediately before or after a holiday, a Kelly day or personal leave without providing a doctor's certificate), shall be subject to the following penalties:

First occurrence: Oral reprimand.

Second occurrence: Written reprimand.

Third occurrence: 24-hour suspension without pay, and the following:

- (a) loss of sick leave credit for the time involved, and
 - (b) loss of sick leave pay for the time involved, and
 - (c) forfeiture of one shift of personal leave time.
- (3) In addition to the above disciplinary action, the employee will be put on notice that he/she will be required to have a doctor's certificate for future absences charged to sick leave over the following 12 months. Immediate supervisors are responsible for monitoring and requesting doctor's certificate submissions by employees meeting this criteria.
 - (4) Should an employee attempt to use Sick Leave for a shift or staff workday for which his or her personal leave has not been approved, the Battalion Chief or Division Chief may elect to require a doctor's certificate for the approval of Sick Leave for that absence. If the employee cannot produce the doctor's certificate upon returning to work, that Sick Leave will be denied, the employee will be LWOP, and found to have claimed Sick Leave for absences not covered as laid out in Article 9.2(2), making them subject to the discipline therein.
 - (5) An employee may earn 12 hours (9 hours for 40-hour personnel) of additional personal leave if during the year he uses no sick leave from January 1

through June 30. The leave will be credited to him on June 30 of that same year.

- (6) An employee may earn 12 hours (9 hours for 40-hour personnel) of additional personal leave if during the year he uses no sick leave from July 1 through December 31. The leave will be credited to him on December 31 of that same year.

9.3 A fire suppression employee who resigns, retires or dies will be paid for 33 1/3% (1/3) of the unused sick leave balance credited to him at the time of resignation, retirement or death, provided that the unused sick leave balance credited to him at the time of resignation, retirement or death equals at least three hundred ninety-eight (398) hours. If the unused sick leave balance credited to the employee at the time of resignation, retirement or death equals less than three hundred ninety-eight hours, the employee who resigns, retires or dies will be paid 25% (1/4) of the unused balance.

A 40-hour staff employee who resigns, retires or dies will be pay for 33 1/3% (1/3) of the unused sick leave balance credited to him at the time of resignation, retirement or death, provided that the unused sick leave balance credited to him at the time of resignation, retirement or death equals at least three hundred (300) hours. If the unused sick leave balance credited to the employee at the time of resignation, retirement or death equals less than three hundred (300) hours, the employee will be paid for 25% of the unused balance.

An employee who accidentally dies while engaged in the performance of his firefighter duties, or who receives accidental bodily injury which subsequently results in the loss of his life within one (1) year after being received, provided that such a death is not the result of suicide and that such bodily injury is not intentionally self-inflicted, and the accidental death occurs as a result of the firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property, will be paid 100% of the accrued but unused sick leave credited to him at the time of death.

In any of the above situations, the payment for the accrued by unused sick leave will be paid at the employee's straight time base rate of pay. All sick leave payments will be based on the assignment (53 or 40 hour) of the employee at the time of termination.

9.4 Purchase of health care coverage with unused sick leave

In accordance with Section 14-4.321 of the City Code, an employee retiring at age 55 or older shall have the option, in lieu of receiving payment for accrued but unused sick leave, to apply all or any portion of such unused sick leave toward the payment of premiums for single health care coverage under the city's health insurance plan, for the remaining life of the retiree. Credit for unused sick leave shall be based on the formula established in the City Code.

9.5 Union Sick Leave Pool

A joint leave pool will be established for all bargaining unit members of the Fire Department, such leave pool is to be available for use by members subject to the following provisions:

- (1) **Purpose** – The sick leave pool is to provide leave to pool members who face significant time off due to a serious illness or injury, or serious illness or injury to a family member coverable by FMLA. The leave pool may only be used in cases where the member will not be able to work, modified duty or otherwise, for over 30 days.
- (2) **Eligibility** – Bargaining Unit Members are eligible to join the sick leave pool upon meeting all of the following requirements:
 - a. Completion of one year of service in the department
 - b. Have a minimum sick leave balance of one hundred and six (106) hours for suppression personnel or eighty (80) hours for staff personnel at time of application to sick leave pool
 - c. Have had at least 3 years without disciplinary action for sick leave abuse at time of application to sick leave pool. If they have less than 3 years in the department, they must have no disciplinary action for sick leave abuse.
 - d. Agree to all terms and conditions set forth in this article and by the sick leave pool committee
- (3) **Initial Pool Balance** – All leave donated to the pool shall be converted to the members 40-hour rate and added to the pool balance. The initial pool balance shall be made up of donations kept in the special union time pool. All bargaining unit members who donated the amount required for pool membership shall be made Sick Leave Pool members, as long as they meet all other eligibility requirements. If they do not meet the other requirements, they may become Sick Leave Pool members upon meeting said requirements. Any bargaining unit members who donated less than that required for pool membership may donate the remainder of the required amount to become a pool member.
- (4) **Application** – Bargaining Unit members may apply for membership in the sick leave pool during the month of January as long as they meet the requirements of 9.6(2). At time of application, the new member will donate twenty-four (24) hours of Sick Leave for suppression personnel and eighteen (18) hours of Sick Leave for staff personnel. An electronic application shall be posted on FireNet.
- (5) **Implementation** – When a member has a qualifying event, they shall submit all applicable FMLA documentation and Healthcare Provider forms to

department HR Administrator, notifying them of their desire to utilize Sick Leave Pool time. If a member is able to work modified duty, they do not qualify for use of Sick Leave Pool time. Once the FMLA application has been satisfied, department HR will notify the Sick Leave Pool Committee of need for time, sick leave balance prior to qualifying event, and if the member has had any disciplinary action for sick leave abuse in the last 3 years.

Sick Leave Pool benefits may be drawn per illness or injury that qualifies under Article 9.2(2) and gains committee approval, following the utilization of 212 hours of time for suppression personnel or 160 hours of time for staff personnel. This can be a combination of sick leave, personal leave, Kelly Days, compensatory time, donated time or exchange of time, but at least half of the time must come from sick or personal leave or a combination of the two. Employees with less than the 212 hours (suppression) or 160 hours (staff) of combined time will be leave without pay for the balance before the Sick Leave Pool benefits become effective.

Once the use of Pool Time has been approved by the committee, time will be granted in 212-hour (suppression) or 160-hour (staff) increments. Any time granted by the committee that is not used shall be returned to the pool. Each member can be granted a maximum of 1378 hours (6 months) of sick leave pool time over their career.

Responsibilities of members:

- a. Complete all FMLA and Health Provider Form and submit to department HR upon knowledge of qualifying event with notification of need for Sick Leave Pool time.
- b. Have balance of 106 hours (suppression) or 80 hours (staff) of sick time prior to qualifying event.
- c. Notify the Sick Leave Pool Committee of need for more time and submit FLSA extension to Department HR no later than 7-day prior to need for extension.

(6) **Sick Leave Pool Committee** – A committee shall be formed and shall determine use of the leave pool hours, subject to the above purpose and limitations.

- a. The committee shall consist of three members designated by the Union President, one management employee approved by the Fire Chief, and the TFD Human Resources Administrator or City HR representative approved by the Fire Chief.

- b. The committee shall review employee needs and assign one committee member to work with the employee to ensure the following:
 - 1. The member has or will have met the use of time requirement prior to use of sick pool time.
 - 2. Member meets all responsibilities listed in 9.5(5)a-c.
 - c. The committee's decisions are final and not grievable.
 - d. The committee shall choose a chairperson to handle all communications to members of the pool including written approval or denial of sick leave pool time.
 - e. The committee chairperson shall communicate the balance of the leave pool to the membership each January and upon any request to refill the leave pool.
 - f. The committee chairperson shall communicate the approval of pool time usage to the appropriate Deputy Chief.
- (7) **Refilling Leave Pool** – Upon the sick leave pool balance falling below \$15,000.00, notice for time pool donation shall be sent out from the chairperson of the time pool committee. At the next pay period, twenty-four (24) hours (for suppression personnel) or eighteen (18) hours (for staff personnel) of sick leave shall be taken from each member. Only one refilling can occur in a 12-month time period.
- (8) **Termination of Membership** – A member may elect to withdraw from the Sick Leave Pool by sending an email stating such to the department HR Administrator who will forward the notification to committee chairperson.

No donation of sick leave time will be given back to a person terminating membership. Any member without enough sick leave to donate to refill the pool shall be removed from the sick leave pool until their sick leave balance has reached the eligible amount.

Article 10 BEREAVEMENT LEAVE

10.1 Bereavement Absences

Employees covered by this Agreement shall be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Such time off shall not exceed one shift except for staff which shall be three working days.

10.2 Definition of Immediate Family

The employee's immediate family is defined as the current spouse or registered domestic partner, and the grandparents, parents (or former legal guardians), brothers, sisters, children, and grandchildren of both the employee and the current spouse or registered domestic partner. (Includes stepparents and stepchildren.)

10.3 Additional Leave

Bereavement leave as granted in 10.1, above, shall not be charged to personal, compensatory or sick leave. If additional leave is necessary, the Fire Chief or his designee may grant additional leave. Such additional leave shall be charged to either personal, compensatory or sick leave at the employee's option, unless all personal, compensatory and sick time has been used, in which case it shall be taken as leave without pay.

Article 11 GROUP HEALTH INSURANCE

The City agrees to offer the same group health insurance coverage to members of the bargaining unit as it offers to non-unionized, non-managerial City employees. The City will make a contribution toward the cost of such insurance for individual employees and for optional dependent coverage on the same basis as it contributes to insurance for non-unionized, non-managerial City employees. At the employee's option, the City shall pay the same amounts toward a group health insurance plan or trust comprised of members of locals of the IAFF or a local health maintenance organization plan.

Article 12 SALARIES AND PENSION

12.1 Effective from the first day of the first biweekly pay period of FY21 through the last day of the last biweekly pay period for FY23, bargaining unit members shall be paid on a biweekly basis, via direct deposit, in accordance with this Article.

12.2 Across-the-Board Increases (ATB)

- (1) Effective on the first day of the first biweekly pay period for FY 22 and FY 23 all bargaining unit members shall receive an across the board salary increase of four percent (4%), which shall be added to the base rate of pay.
- (2) All wage provisions apply to the fiscal year beginning October 1, 2021 through fiscal year ending September 30, 2023 All future wage and pension adjustments, if any, after the expiration of the collective bargaining agreement shall be negotiated between the parties.

12.3 Salary Supplements

- (1) All members of the bargaining unit who qualify shall receive the educational salary supplements provided for in Florida Statutes, Section 633.382. No contributions shall be required, and no benefits shall be paid under the provisions of the City retirement system with regard to any compensation paid under the provisions of this section.
- (2) During the term of this Agreement, those bargaining unit members who provide official documentation of certification as Fire Officer 1 will receive a \$20.00 supplement for each biweekly pay period for the duration of which a valid certification is held. Those bargaining unit members who provide official documentation of certification as Fire Safety Inspector 1 or Fire Investigator 1 will receive a \$15.00 supplement for each certification for each biweekly pay period for the duration of which a valid certification is held. These supplements will be considered includable compensation for pension purposes.
- (3) Those bargaining unit members designated as Peer Fitness Trainers by the department (limited to a total of 20 among both bargaining units) and after successfully completing ACE certification will receive a \$15 supplement for each bi-weekly pay period for the duration in which they serve in that role.

In addition, one bargaining unit member (limited to one among both bargaining units) designated as the Peer Fitness Coordinator by the department and after successfully completing ACE certification will receive a \$25 supplement for each biweekly pay period for the duration in which he/she serves in that role.

- (4) Those bargaining unit members designated as Honor Guard members by the department (limited to 15) will receive a \$15.00 supplement for each bi-weekly pay period for the duration in which they serve in that role.

12.4 Physical Fitness Supplement

Employees in the bargaining unit may, on a voluntary basis, seek to become eligible for a physical fitness supplement. In order to be eligible for such supplement, an employee must sign a waiver which shall indemnify, defend and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) in connection with his efforts to qualify for such supplement. An employee who seeks the physical fitness supplement must qualify and re-qualify at six-month intervals and a day will be scheduled during the months of January, April, July and October so that qualifying can take place.

An employee who qualifies by passing either a 1.5-mile running test or a 3-mile walking test shall receive a physical fitness incentive supplement in accordance with the following chart:

MAXIMUM RUNNING TIME IN MINUTES

Fitness Category	Age				Amount per Biweekly Pay Period
	Under 30	30-39	40-49	50+	
C	14:30	15:30	16:30	17:00	\$11.54
B	12:00	13:00	14:00	14:30	\$20.77
A	10:00	11:00	12:00	12:30	\$30.00

MAXIMUM WALKING TIME IN MINUTES

Fitness Category	Age				Amount per Biweekly Pay Period
	Under 30	30-39	40-49	50+	
C	42:00	44:30	47:00	50:00	\$11.54
B	38:30	40:00	42:00	45:00	\$20.77
A	34:00	35:00	36:30	39:00	\$30.00

The EMS/Training Division of the Fire Department shall be responsible for administering the qualifying test provided for in this section.

12.5 Bargaining unit members shall not be entitled to receive Flex Bucks or Opt Out Flex Bucks as an annual benefit allowance. However, bargaining unit members will receive a biweekly cash supplement of \$76.92.

12.6 Comps Cash

Effective on the first day of the first biweekly pay period of FY21, FY22, FY23, all bargaining unit members shall receive \$500 cash supplement. The cash supplement will be administered biweekly over 26 pay periods. The cash supplement is non-recurring and non-pensionable.

12.7 EMT-Certified Personnel

- (1) An employee required to maintain EMT certification as a condition of continued employment shall provide proof of such certification in accordance with requirements established by the Fire Chief or his/her designee.
- (2) The cost of EMT license recertification shall be borne by the employee.

12.8 ALS-Certified Personnel

All bargaining unit members who are approved to serve in the capacity of paramedic with the department will receive a bi-weekly salary supplement, in accordance with the chart below. This supplement shall be considered includable compensation for pension purposes and which shall be added to the base rate of pay for overtime purposes only, resulting in one and one half (1.5) times the adjusted rate of pay for all overtime hours worked for the duration of this agreement.

Firefighter, Fire Engineer, Fire Lieutenant, Fire Captain, \$177.69 (ALS1)
and Senior Fire Specialist -EMS

Battalion Chief, Fire Specialist, Senior Fire Specialist, \$88.85 (ALS2)
and Fire Coordinator

All personnel in an ALS2 position and receiving the ALS supplement on November 1, 2019, will receive ALS1 pay until they voluntarily change positions, promote, or are demoted. Any personnel who voluntarily change positions, promote, or are demoted into an ALS2 position after November 1, 2019, shall receive the ALS2 pay. Any personnel receiving ALS2 pay who reassigns, promotes, or demotes to an ALS1 position shall then receive ALS1 pay.

Effective FY22, ALS1 will increase to \$200.77 biweekly and ALS2 will increase to \$115.77 biweekly.

12.9 Special Operations Team Supplement Pay

- (1) All bargaining unit members who provide official documentation of certification as a Hazardous Materials Technician will receive a \$25.00 supplement for each bi-weekly pay period for the duration of which a valid certification is held.
- (2) All bargaining unit members who provide official documentation of certification as an Urban Search and Rescue Technician in all five disciplines will receive a \$25.00 supplement for each biweekly pay period for the duration of which a valid certification is held.
- (3) All bargaining unit members who provide official documentation of certification to work at the Airport Rescue and Fire Fighting station and hold a Tallahassee Fire Department issued Tallahassee Airport security badge will receive a \$25.00 supplement for each biweekly pay period for the duration of which a valid certification is held.
- (4) Those bargaining unit members designated by the department as drone pilots (limited to a total of 20 among both bargaining units) and who provide official documentation of certification will receive a \$15.00 supplement for each bi-

weekly pay period for the duration in which they serve in that role and maintain proper certification.

- (5) These supplements will be considered includable compensation for pension purposes and will be factored into the regular rate of pay for overtime payment purposes.

12.10 Staff (40 hour) Differential Pay

Any member assigned to a Fire Coordinator or Senior Fire Specialist position, shall receive a pay differential of 4% of the member's base rate of pay, for the duration of the member's assignment to the staff (40 hour) position. Any bargaining unit member assigned to a temporary staff assignment of more than two (2) weeks will receive the staff differential effective on the first full pay period based on when the assignment begins. The 4% staff differential pay does not apply to temporary assignments of two (2) weeks or less or modified duty assignments. This supplement will be considered includable compensation for pension purposes and will be factored into the regular rate of pay for overtime payment purposes.

12.11 Promotion

When a Fire Specialist or Lieutenant is promoted to Fire Captain, Fire Coordinator, or Senior Fire Specialist, the Fire Chief will approve a pay increase up to the minimum hiring rate for the position. Where the employee's salary is already at, above or within 95% of the minimum hiring rate for the position, the employee will be granted an increase of 5% above the current salary. The newly promoted Fire Captain, Fire Coordinator, or Senior Fire Specialist will serve a six-month probationary period. Upon completion of the probationary period, the Fire Chief will approve a pay increase of 4% for those Fire Captains, Fire Coordinators, or Senior Fire Specialists who receive a performance evaluation rating of at least "meets expectations".

When a Fire Captain is promoted to Battalion Chief, the Fire Chief will approve a pay increase up to the minimum hiring rate for the position. Where the employee's salary is already at, above or within 95% of the minimum hiring rate for the position, the employee will be granted an increase 5% above the current salary. The newly promoted Battalion Chief will serve a six-month probationary period. Upon completion of the probationary period, the Fire Chief will approve a pay increase of 4% for those Fire Battalion Chiefs who receive a performance evaluation rating of at least "meets expectations".

Members who are on probationary or conditional status are not eligible for promotion.

12.12 Legislated Costs

If any additional compensation or benefits, beyond those already provided for in State Statutes, are legislated by the State, and the cost of such additional compensation or benefits is not funded by the State, thereby increasing payroll and benefit costs to the City, the parties agree that such cost increases shall be the subject of negotiation as to the impact on the salaries and benefits contained in this Agreement. "Compensation or benefits" includes, but is not limited to: pensions or other retirement benefits, workers' compensation or other disability programs, sick leave, holidays, or other paid leaves, uniform or clothing allowances, training, certification or educational incentive compensation, but excluding the benefits currently provided in Chapter 705, Florida Statutes.

12.13 Pension

During the term of this Agreement, the required employee pension contribution rates for all members is as follows:

Fiscal year 2021 – Plan C 18.69%, Plan D 16.69%
Fiscal year 2022 – Plan C 18.69%, Plan D 16.69%
Fiscal year 2023 – Plan C 18.69%, Plan D 16.69%

12.14 OPEB Future Liability

For the duration of this Agreement, the City agrees to provide at .25% funding towards future OPEB liability incurred from retiree health subsidy, as provided by City Ordinance 10-O-11.

12.15 Leave Payout – Pension Calculations

Personal leave may be used in the calculation of an employee's pension benefit provided the employee was employed on October 1, 2011 and had personal leave credited on that date. A maximum of 240 hours (40-hour workweek) or 318 hours (53-hour workweek) of combined personal and sick leave may be used toward an employee's pension benefit calculation; however, an employee may have no more than the hours of sick and personal leave that were accrued as of October 1, 2011 included in the pension calculation upon retirement. Personal and/or sick leave used for this purpose will be deducted from the employee's leave balance(s) when the employees retire.

Article 13 WORKING OUT OF CLASSIFICATION

- 13.1** Any Fire Captain who is required to substitute for a Division or Battalion Chief or a Battalion Chief who is required to substitute for a Division Chief or higher shall be paid at his hourly rate of pay for each hour worked out of classification and, in

addition, shall receive a pay supplement equal to 5% of his hourly rate of pay for each hour so worked.

- 13.2** Selection of personnel to work out of classification shall be made according to eligible candidates within the station that the vacancy occurred. If there is not an available candidate within the station, the vacancy shall be filled by seniority within the battalion. In the event two or more candidates are equal, then the opportunities will be rotated. This will be done allowing for exceptions based on operational needs and assignments requiring special training/designations to include but not limited to ALS, HazMat, USAR and ARFF.

Article 14

MEDICAL EXAMINATION AND FITNESS FOR DUTY EVALUATION

- 14.1** It is understood that the City retains the right to require employees to be in good physical condition so that they are able to perform the normal duties of a firefighter, fire engineer, fire lieutenant or fire specialist.
- 14.2** In order to effectuate this, the City will provide and each employee will be required to take an annual medical examination, within 60 days before or after the anniversary date of employment in the department, given by a health service or a physician selected and paid by the City. The timetable to complete the annual medical examination may be modified through a Memorandum of Understanding (MOU) between the parties due to a possible change in medical provider services. For 53-hour employees, such examinations shall be made on the employee's off-duty time. All 40-hour employees may take these exams while on duty. Employees should schedule their annual medical examination no later than 30 days from the end date of their window to allow for unforeseen circumstances. Appointments that are canceled by employee or medical provider should be rescheduled within 5 days. Where possible, employees should provide 24 hours' notice when cancelling an appointment. The type of examination will be at the discretion of the City and shall include a nicotine test for those employees randomly selected by the City and for whom the use of tobacco or tobacco products is prohibited pursuant to the provisions of Article 24.11 of this agreement. The results of such examination will be sent to the employee's personal physician. The Fire Chief or his designee shall be notified whether the employee is fit for duty. If an employee is deemed not fit for duty, the Fire Chief or his designee shall be notified of any physical limitations. To compensate for off-duty time for such examinations, three (3) hours of leave shall be credited to each 53-hour employee annually in January of each year. Forty (40) hour employees are not eligible for this extra leave. Employees are required to use this leave by December 31st of each year. This leave will not carry-over from one calendar year to the next and no payment will be provided for unused leave upon termination or retirement. The scheduling of this leave time must be approved in accordance with the department's procedures for requesting leave.

- 14.3** The City shall offer hepatitis B and influenza inoculations, and tuberculosis tests, at no cost to the employee, on a schedule consistent with standards established by the Centers for Disease Control (CDC). Employees refusing the hepatitis B and influenza inoculations and tuberculosis test must sign a waiver acknowledging the City's offer and their refusal. Those employees who missed their tuberculosis test reading must retake the test at their own cost off duty. The annual medical examination is not complete until the test has been read. If other inoculations are recommended by the department medical director during the term of this Agreement, the City and the Union will sit down to discuss the impact of implementing the recommendation. When required, stress tests must be completed in a timely manner and failure to schedule and complete them is subject to discipline.
- 14.4** The department will continue to monitor its procedures for screening Hazmat and USAR team members for potential hazardous exposures as recommended by OSHA through its Health and Safety Committee. Any recommended changes to screening procedures will be submitted to the Fire Chief, who upon consultation with the department's medical director may institute any of those changes.
- 14.5** By January 1, 2021 the City and Union shall mutually agree via MOU on a fitness for duty evaluation for employees to address when one of the following occurs:
- After an extended leave, modified duty assignment, or mandatory reconditioning program due to medical/physical reasons that goes beyond 90 days.
 - Before returning to the department after a reinstatement if the employee was gone more than 90 days.
 - If the employee's ability to perform essential job functions, as observed on the job, poses a safety issue to the employee or to others.

Article 15

EDUCATIONAL ASSISTANCE

15.1 Eligibility

An employee who has achieved permanent status will be eligible to take course which are approved in advance by the Fire Chief or his designee if either of the following criteria are met:

- (1) Profession specific courses to include Florida Firefighting Practices (FFP) course recognized by the Florida State Fire College or other job specific certification courses approved by the Fire Chief or his designee.

- (2) The course is part of the core curriculum, general studies courses, or electives as defined by the current school catalogue, for any of the following areas of study: fire science, fire science technology, fire science administration, fire protection engineering, management, human resource management, management science, business administration, public administration, education, fire science vocational education, paramedic and/or health occupations. No college courses may be submitted for reimbursement that have been submitted and approved in prior semesters.

15.2 Funds

The employee will be reimbursed for tuition, fees, and books required by a course on the first come, first serve basis within the limits of available budget funding (\$5,000) for educational assistance.

15.3 Reimbursement

Semester Submission Periods

- Fall Semester: November 1 - November 30
 - (For classes ending between September 1 - December 31)
- Spring Semester: March 1 - March 31
 - (For classes ending between January 1 - April 30)
- Summer Semester: July 1 - July 31
 - (For classes ending between May 1 - August 31)

At the beginning of each semester submission period, students will be allowed to submit receipts to the designated Fire Department staff personnel for tuition, fees, and books for courses eligible under 15.1(1) OR 15.1(2). This submission will include:

- Completed TFD Tuition Reimbursement Application found on the Fire Department website.
- Receipts for any tuition and books for which reimbursement is being requested.
- Documentation showing the date the college or university lists as the last day of the class.

At the end of each semester submission period the following procedure will occur: Personnel will be eligible for up to six (6) rounds of reimbursement toward and up to their total expenses for tuition, fees and books, per semester each round applicants shall each be allotted reimbursement of \$250 until funds are exhausted, in the order in which the submissions were received. If after the first round, money is still available, a second, third, fourth, and fifth round will be conducted. If after

the fifth round, money is still available, a final round will be conducted. Once the funds have been exhausted, all submissions have been allotted, or when all six (6) rounds have been allotted, whichever comes first, the total allotment for each student shall be reimbursed to the student.

Within 30 days following the end of the semester period, the employee must provide proof of successful completion of the course with a grade of "C" or better; a passing grade is required for any course where a letter grade is not given. If the employee fails to successfully complete the course, the employee will be required to reimburse the City for the total amount. If the employee was reimbursed for multiple courses, the employee will reimburse the city for the percentage of the funds he was reimbursed equal to the percentage of the classes the employee failed to successfully complete. Acceptable forms of payment for reimbursement include by personal check or payroll deduction. If payroll deduction is selected, the total amount due to the City will be deducted over two (2) pay periods per course taken and not successfully completed.

If an employee has received an extension from the academic institution, the Fire Chief may, upon receiving written request from the employee explaining the extenuating circumstances, grant an extension for proof of completion.

15.4 Remaining Funds

Funds remaining under Article 15 on September 30 of the contract year will be placed in a separate fund held by the Tallahassee Fire Department to be used for trainings agreed upon by both the Fire Chief and Union President.

Article 16 OTHER BENEFITS

16.1 Kitchen Facilities

The City will provide a kitchen at each fire station which will be adequate to provide meals for those employees on duty. Each kitchen shall be equipped with at least one sink, stove, and refrigerator, together with basic cooking utensils, dishes and glassware, and an eating space with a table and chairs.

16.2 Uniforms and Equipment

Each employee will be issued uniforms and protective gear in accordance with the present checklist of clothing and equipment issue, plus replacements as required by normal wear and tear or due to theft.

16.3 Cleaning and Laundry Costs

The City will provide for the cleaning and washing of uniforms for all employees in the bargaining unit at no cost to the employee and the employees will be required to deliver and pick up their uniforms from the vendors selected by the City.

16.4 Bed Linens

The City will provide bed linens for all employees on an as needed basis, but no more frequently than once a year.

16.5 Dormitory Facilities

The City will provide beds and lockers in the dormitory space in each fire station.

Any department-provided equipment (lockers, desks, cabinets, and briefcases) is subject to entry, search and inspection by a supervisor, without further notice. Any privately owned property contained in such equipment (including the contents of closed or sealed items/containers) may also be opened and examined without further notice or without permission by a supervisor. This includes any department-provided equipment that is protected by a personally owned lock that the employee later might place on the outside. Therefore, the employee has no expectation of privacy when using department-provided equipment.

16.6 Television and Radio Service

The City will furnish a television, including cable or satellite service where available, a media player and one AM/FM radio at each fire station. The City will provide maintenance and repair service on these appliances at no cost to the employees.

16.7 Parking

Free parking at or near each fire station will be provided to employees.

16.8 Personal Telephones

Personal telephones will be available at each fire station for local use by the employees at no cost.

16.9 Dayroom Furnishings

The City will provide recliners or appropriate furniture in the dayroom space in each fire station.

16.10 Use of Personal Cars

Employees in the bargaining unit will be paid a mileage rate to conform with the Internal Revenue Service Regulations for the use of their personal vehicles if such use is required while on duty and approved in advance by their Battalion

Chief. The use of a personal vehicle for the purpose of required court attendance or other overtime assignments shall not entitle employees to a mileage payment.

16.11 Coffee

Coffee service will be available to bargaining unit members on the same basis as for general employees. Bargaining unit members may participate in the City's Coffee Fund by completing the appropriate form for payroll deduction.

Article 17 PERSONNEL FILES

- 17.1** There shall be only two official personnel files for each employee, one of which shall be maintained in the City of Tallahassee Human Resources and Workforce Development Department and one in the Fire Department. The Human Resources and Workforce Development Department file may not contain any items which are not filed in the Fire Department file, except for personnel-to-payroll paperwork.
- 17.2** If any derogatory material is placed in an employee's official personnel file, a copy will be given to the employee. The employee will have the right to answer any such material filed, and his answer will be attached to the file copy.
- 17.3** An employee will have the right to review his own official personnel files at reasonable times under the supervision of the designated records custodian. Any third-party references obtained concerning the employee during the application process are deemed to be confidential and are not, therefore, subject to the employee's review.

Article 18 Intentionally Left Blank

Article 19 PERFORMANCE EVALUATIONS AND CONDITIONAL STATUS

19.1 Performance Evaluations

- (1) Each employee will be evaluated a minimum of once per year after having passed his probationary period.
- (2) The immediate supervisor most directly familiar with the employee's work during the evaluation period shall be charged with the evaluation responsibility as assigned by the Fire Chief.
- (3) After the immediate supervisor has completed the evaluation, the evaluation will be reviewed and signed off by two (2) equal or higher-ranking supervisors

as the rating supervisor. Any changes made in an evaluation by higher-ranking supervisors shall be initialed by the person making the change.

- (4) Performance evaluations shall not be subject to the grievance procedure in this Agreement but shall be subject to the performance evaluation appeal procedure as outlined below:
 - (a) After the immediate supervisor discusses the performance evaluation with the employee, should the employee feel the evaluation is not an accurate assessment of his performance, the evaluation may be appealed to the Division Chief level.
 - (b) The appeal must be submitted in writing and set forth the specific factors on which the employee does not agree with the rating, together with whatever reasons or explanations may be appropriate. Such appeal must be submitted within ten working days of the date on which the performance evaluation was discussed by the employee and the immediate supervisor.
 - (c) The Division Chief or his level shall have a meeting with the employee within ten working days following receipt of the appeal and shall issue a written decision on the appeal within ten working days following such meeting.
 - (d) If the appeal is not resolved, the employee may appeal in writing to the Deputy Chief within five working days after receipt of the decision at the Division Chief level. The written submission of an appeal shall include a copy of the appeal submitted to the Division Chief level and the written decision received at that level. The Deputy Chief may have a meeting with the employee and shall issue a written decision on the appeal to the employee within ten working days following receipt of the appeal. The decision of the Deputy Chief shall be final.

19.2 Conditional Status

If a permanent employee's performance becomes less than meets expectations, the Fire Chief may put the employee on conditional status for up to six months. The Chief shall identify in writing for the employee the specific improvement(s) necessary for the employee to achieve satisfactory performance. The employee's performance shall be evaluated at least each 60 calendar days thereafter until:

- (1) the employee has made the specific improvement(s) identified by the Chief as necessary to achieve satisfactory performance, and he is put back on permanent status, or

- (2) the employee has not made the specific improvement(s) identified by the Chief as necessary to achieve satisfactory performance, and he is dismissed.

Any period of service during a conditional status shall not be counted in determining eligibility for step progression.

While the placing of an employee on conditional status is not intended to be disciplinary action, it may nevertheless be used concurrently with disciplinary action.

Conditional status may be appealed under the provisions of the performance evaluation appeal procedure, but no higher than the Fire Chief level.

Article 20 Intentionally Left Blank

Article 21 DISCIPLINE

- 21.1** It is understood that the City has the right to expect a high level of professional and personal conduct, both on-duty and off-duty, from all fire service personnel regardless of rank or assignment. The City reserves the right to conduct internal investigations to determine the facts in any case of alleged work-related misconduct but agrees to carefully guard and protect the rights and dignity of accused personnel. It is expected that all fire service personnel will give truthful and complete statements, to the best of their ability, in all such investigations. Failure of fire service personnel to respond to investigating personnel when ordered to do so during an internal investigation will subject fire service personnel to discipline for insubordination regardless of the rank of the investigating personnel. Until the City concludes an internal investigation, no fire service personnel shall interfere with that investigation, including contacting witnesses who may have knowledge concerning the allegations made by the complainant.
- 21.2** An employee may be disciplined only for proper cause. It is understood by the parties that employees are subject to all applicable Rules and Regulations of the City and Fire Department. Under normal circumstances a disciplinary action shall be taken within 40 working days of the date of the incident. When, due to an extenuating circumstance, a disciplinary action cannot be taken within this timeframe, the Fire Chief shall provide written notification to the Union President stating the nature of the extenuating circumstance giving rise to the delay. In such instances, the timeframe for taking disciplinary action shall be extended in increments of 15 working days with written notification as described above required prior to each extension.

- 21.3** Disciplinary actions involving discharge, demotion and suspension with loss of pay may be subject to the grievance procedure provisions of this Agreement and appealed directly to Step 2 of the grievance procedure. All other grievances involving discipline must be filed at the appropriate step as defined by Article 5 – Grievance Procedure.
- 21.4** A disciplinary action report covering an oral or written reprimand shall be removed from the employee’s personnel file after two years if there are no further infractions of a similar nature. Because personnel records cannot be destroyed, the report removed from an employee’s personnel folder will be placed in a general folder with other dated disciplinary action reports.

A disciplinary action report at the level of a suspension will never be removed from the employee’s personnel file and if the suspension was for an infraction of a similar nature for which an oral and/or written reprimand was issued and currently is in the employee’s personnel folder, the oral and/or written reprimand shall not be removed from the employee’s personnel file.

Article 22 PERSONNEL REDUCTION

- 22.1** In the event that the City determines, in its sole discretion, that a reduction in workforce is necessary, the City will ameliorate the impact of such action in the following manner.
- 22.2** The City will lay off employees based on seniority. Seniority is defined as the length of an employee’s total service in the Fire Department as shown in the Human Resources Division records, excluding any leaves of absence without pay of 90 consecutive calendar days or more. Total service time with the Department less all leave without pay over 90 consecutive calendar days results in an employee’s adjusted seniority date. Seniority shall be computed at a rate of one (1) point for each full calendar month of employment using the adjusted seniority date as the basis of the computation.
- 22.3** An employee may be entitled to Veteran’s Preference as set forth in FS 295, and shall have ten (10) points added to his total seniority if he qualifies under the City’s Veteran’s Preference Policy 702.06-F4 a. and b. An employee who qualifies under the City’s Veteran’s Preference Policy 702.06-F4 c. and d. shall have five (5) points added to their total seniority score.
- 22.4** The employee who has the least time in the highest classification affected will revert to the next lower classification which he is qualified to fill and the employee who has the least time in the next lower classification will revert to the lowest classification which he is qualified to fill. The least senior employee in the lowest classification in the department shall be on layoff.

- 22.5** Should there be ties in length of service in the department after considering veteran's preference points, then the ties will be broken by seniority in the classification(s) impacted for layoff, then all official performance evaluations of each affected employee as contained in Human Resources Division personnel files will be scored and the employee(s) with the lowest score(s) will be subject to bumping or shall be on layoff. The City will provide a 30-calendar day notice to employee(s) on layoff.
- 22.6** An employee whose salary is red-circled in a classification into which he was bumped, has twelve (12) months from the date his salary became red-circled to regain his classification without losing pay. If an employee with a red-circled salary has not regained his classification within 12 months, his salary shall be reduced to the maximum of the pay grade for the classification he has been assigned. If, within twelve (12) months, the maximum of the salary range is adjusted upward and consequently accommodates the employee's salary, the employee's salary shall not be reduced.
- 22.7** A bumped or laid-off employee shall have recall rights to the classification he held before the onset of the layoff procedure for a period of 24 months following layoff. Such recall rights shall consist of the right to "bump up" to the classification which he held at the onset of the layoff procedure or return from layoff to a vacant position in the firefighter classification over new applicants. Recall will be made by certified mail to the last address in the Fire Department records. The recall notice must be answered within 14 calendar days of its receipt. Failure to respond to recall within the time stipulated shall result in termination from the Fire Department.
- 22.8** An employee who is laid off shall be considered to be terminated and shall be paid for all earned by unused vacation leave. The laid off employee shall be eligible for continuation of group health insurance coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). A laid-off employee who has earned a vested pension benefit may elect to leave his contributions, and the interest earned thereon, in the pension plan in order to receive a benefit payable at normal retirement, or he may elect to receive a refund of his contributions and the interest earned thereon. A laid-off employee who is vested in the Matched Annuity Pension (MAP) plan benefit may elect to leave all or a portion of his account balance in MAP in order to receive a benefit payable at normal retirement, or he may elect to receive a refund of his account balance. A laid-off employee who has not earned a vested pension benefit shall receive a refund of his contributions to the pension plan and the interest earned thereon. A laid-off employee who has not earned a vested MAP benefit shall receive a refund of his MAP account balance.
- 22.9** An employee shall be recalled in reverse order of lay off with the last person laid off being returned to work first. If the employee is unable to return to work when recalled because of physical or mental disability, the employee shall be temporarily bypassed. An employee who has been recalled after having been on layoff for

more than twelve months will be subject to a drug screen driver's license history, criminal history and physical examination prior to his effective date of reinstatement. An employee recalled within 24 months following layoff shall be deemed to be reinstated. The department may require that the recalled employee attend an orientation program. The City agrees to bargain over the impact of any changes as a result of the City's adoption of the Fire Department reorganization to the extent these changes impact on the bargaining unit's terms and conditions of employment.

**Article 23
RESIDENCY REQUIREMENTS**

- 23.1** There are no residency requirements for bargaining unit members.
- 23.2** This requirement does not extend the current department policy on take-home vehicles.

**Article 24
SAFETY AND HEALTH**

24.1 Restraint Systems

All employees are required to utilize seat belts or occupant restraint system provided when driving or riding as a passenger in City vehicles or in a personal vehicle on City business, except in cases of operational necessity.

Violations of this provision will result in disciplinary action as follows:

First offense: oral reprimand

Second offense: written reprimand

Third offense: one-day suspension without pay

Fourth offense: five-day suspension without pay

Fifth offense: dismissal

24.2 Application and Procedures

Unless otherwise specified in this Article, the terms, conditions, and procedures contained in Chapter 705, Alcohol and Drugs, of the City Administrative Policy and Procedures Manual, as it is modified from time to time according to State and Federal law and regulation shall apply to all members of the bargaining unit.

24.3 Alcohol and Drug Testing

In the interest of public and employee safety, and the professional image of City government, the City has adopted a zero tolerance policy with regard to the on or off duty use of any illegal controlled substance, and the on or off duty illegal possession, dispensing and selling of any controlled substance. This means that an employee will be terminated from employment if found to be using any illegal controlled substances while on or off duty or if found to be illegally possessing, dispensing or selling any controlled substances while on or off duty.

In an effort to identify and eliminate on or off duty-controlled substance/alcohol abuse, urinalysis/blood tests and breathalyzer tests shall be administered as provided in Sections 24.4, 24.5 and 24.6 of this Article. This testing shall be conducted in such a manner so as to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS), and Department of Transportation (DOT). Such rules and procedures shall be implemented with due consideration for the protection, dignity, privacy, and confidentiality of the individual employee throughout the testing process.

Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.

Refusal to submit to testing can include an inability to provide a urine specimen or breath sample without a legitimate medical explanation, as well as a verbal declaration of refusal, obstructive behavior, failing to show up for a required test, failing to proceed immediately to the testing facility, or any other action or inaction that prevents the test from being administered.

24.4 Reasonable Suspicion Testing

Urinalysis/blood tests and/or breathalyzer tests shall be administered:

- (1) when a supervisor has a reasonable suspicion based upon objective factors resulting in a reasonable and articulated belief that the employee is using, under the influence of, or impaired by alcohol or a controlled substance on the basis of specific physical, behavioral, or performance indicators suggesting such use. Conditions which may constitute reasonable suspicion include, but are not limited to:
 - (a) slurred speech
 - (b) odor of alcohol

- (c) inability to walk a straight line/staggered gait
 - (d) exaggerated, excited state of emotions
 - (e) bizarre or erratic behavior
 - (f) rapid, dramatic mood swings
 - (g) a report of drug use provided by a reliable and credible source which has been independently corroborated
 - (h) observation of the ingestion or possession of alcohol or an illegal controlled substance as defined in Chapters 877 and 893, Florida Statutes, during working hours, or while on City property, or while operating a City vehicle off-duty
 - (i) possession of paraphernalia normally associated with improper, unauthorized, or illegal use of controlled substances
 - (j) a traffic crash or occupational accident which does not meet the conditions specified in Section 24.5, but where one or more of the above factors is present
- (2) when a supervisor has a reasonable suspicion based upon objective and articulated factors that the employee while on or off duty has possession of or is using, dispensing, or selling any illegal drug or controlled substance not prescribed by a licensed physician.
 - (3) when a supervisor has a reasonable suspicion that the employee is under the influence of alcohol on duty or while covered for portal to portal pay for workers' compensation.
 - (4) Prior to requiring an employee to submit to testing under Section 24.4, a supervisor must notify the Battalion Chief on shift that the employee is being escorted to the contracted medical facility.

24.5 Post-Accident Testing

Following an occupational accident or traffic crash involving a City employee on City business, or an off-duty employee operating a City vehicle, under the following conditions:

- (1) when it has been determined by the law enforcement officer investigating the traffic crash, or the supervisor investigating an occupational accident, that an employee's actions either contributed to the cause of the accident or crash or cannot be completely discounted as a contributing factor to the accident, and

- (2) the occupational accident of traffic crash results in serious injury, or a fatality to any person, or there was serious property damage to either public or private property.

Serious property damage is defined as when one or more of the motor vehicles involved in a traffic crash is "totaled", one or more of the motor vehicles sustains significant disabling damage, damage to public and/or private property equals or exceeds an apparent damage of \$5,000 or more.

In the instance of traffic crashes, such estimates of apparent damage shall be made by the law enforcement officer who conducts the investigation at the scene of the traffic crash. Damage estimates at the scene of an occupational accident shall be determined by the employee's supervisor, utilizing whatever resources necessary to make a reasonable determination of the damage estimate.

24.6 Random Testing

At various times, the City shall randomly select bargaining unit members for unannounced alcohol and drug testing. The selection shall be made by the use of a scientifically valid method, such as a computer-based random number generator that is matched with the employee's social security, payroll, driver license, or other comparable identifying number. Each employee shall have an equal chance of being tested under the selection process, and may be tested more than once, depending on the frequency that he is randomly selected.

The number of employees randomly selected for testing during a twelve (12) month period shall equal an annual rate of not more than 50% of the total number of bargaining unit members subject to testing. If the percentage rate for random drug and/or alcohol testing provided for in Chapter 705 of the City Administrative Policies and Procedures Manual is reduced during the term of this collective bargaining agreement, the percentage rate for random drug and/or alcohol testing provided for in this Article 24.6 shall be amended in like manner.

The random testing shall only occur while the employee is on duty. An employee shall not be subjected to random drug testing more than four (4) times in a calendar year.

The bargaining unit may designate a representative to view any part of the random selection process, and the City will provide upon request any additional information relating to the computer-generated selection programs. At no time during this review process will access be allowed to the actual names of employees being selected for a prospective testing period.

The employee shall have the right to have present during the testing a representative of his choice, but the Department will not be required to wait more than 30 minutes for such representative to arrive. In the event that the employee's initial representative is unable to serve, he may choose another

representative but in no event shall the Department be required to wait more than 30 minutes.

24.7 Drug Test Panels/Positive Drug Tests

For drug testing, the drugs that will be tested for include, but may not be limited to: marijuana, cocaine, opioids, amphetamines and phencyclidine. Other controlled substances may be tested for if there is reasonable suspicion that an employee may be illegally using or abusing a controlled substance not currently part of the specified test panel.

1. Initial test

An initial drug screen method will be conducted on each specimen.

2. Confirmatory test

For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

All positive drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO) prior to transmittal to the City. This review consists of a confidential interview with the employee to determine if there is an alternative medical explanation for the drug(s) found in the employee's specimen. If the employee provides appropriate documentation that the presence of the prohibited drug(s) is due to the legal and prescribed use of the prohibited drug(s), the drug test result is reported as negative to the City and no further action is required.

In compliance with the City's zero tolerance policy, upon confirmation of a positive test result for an illegal controlled substance (e.g., marijuana, cocaine, heroin, etc.), the employee shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.

Upon confirmation of a positive test result for the illegal use or abuse of a controlled substance (e.g., prescription drugs), the employee shall immediately be removed from duty, placed on leave without pay status, and subject to disciplinary action up to and including termination from City employment.

Employees who test positive for a controlled substance have a right to request a split specimen test and have their original samples retested if a retest is desired. The employee must contact the City's Medical Review Officer (MRO) within 72 hours of the time the employee is notified by the MRO of the positive results.

Once an employee requests a retest, the specimen will be sent to a second laboratory certified by the U.S. Department of Health and Human Services (DHHS) under the U.S. Department of Transportation (DOT) procedures. The MRO will

verify that the testing laboratory is so certified. If the second test is confirmed positive, the employee will incur the cost of the test. If the split specimen is negative, the City will incur the cost of the test and any disciplinary action which was taken solely on the basis of the positive drug test will be rescinded. Samples that yield positive results on confirmation must be retained by the testing laboratory in properly secured, long term frozen storage for at least 365 days, as required by federal procedure.

24.8 Positive Alcohol Tests

Alcohol breath testing will be conducted in accordance with City Policy 705.06 in a manner to assure a high degree of accuracy and reliability utilizing a trained Breath Alcohol Technician (BAT). The test, expressed as a percentage, will measure the blood alcohol content (BAC) as defined in terms of grams of alcohol per 210 liters of breath.

The following are thresholds for alcohol testing along with the minimum mandatory employment action to be taken:

1. BAC Level .002%-.019%

Employees testing at this level shall be prohibited from driving motor vehicles on City business, or operating hazardous equipment or machinery, until such time as a return-to-duty breath alcohol test confirms a BAC level of .000%.

2. BAC Level .020%-.039%

This is considered a low-level test result. Employees testing at this level shall be prohibited from driving motor vehicles on City business, or operating hazardous equipment or machinery, or performing safety sensitive functions until such time as a return-to-duty breath alcohol test confirms a BAC level of .000%.

At the discretion of the Department, in consideration of the critical nature of the job being performed, the totality of circumstances involved, or the inability of the Department to accommodate job task restrictions for any period of time, further action, including removal from duty for the remainder of the shift, or disciplinary action, may be taken.

Employees working in safety sensitive positions shall be removed from driving and the performance of safety sensitive functions for 24 hours and allowed to return to work only after release by an EAP counselor and a return-to-duty breath alcohol test confirms a BAC level of .000%.

3. BAC Level .040% and higher

This is considered a positive test result. In compliance with the City's zero tolerance policy, upon confirmation of a positive test result for the presence of

alcohol at a BAC of .04% or higher, the employee shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.

24.9 Employee Assistance Program (EAP)

An employee who voluntarily acknowledges a problem with drug or alcohol use or abuse to the Department, and:

- (1) who is not under administrative or criminal investigation or arrest for an alcohol or drug related matter,
- (2) who has not been notified by the Department to comply with a legitimate order for testing pursuant to this policy,
- (3) who has not tested positive for alcohol or a controlled substance during his employment with the City, will be immediately removed from safety sensitive functions, and referred to the Substance Abuse Professional (SAP) for the purpose of determining the need to impose duty restrictions and a rehabilitation plan.

Under the qualifying criteria above, an employee testing positive for alcohol or drugs pursuant to the fitness for duty test after voluntarily submitting himself for rehabilitation and testing shall not be disciplined. If an employee tested positive on the fitness for duty test, the employee shall be required to produce a negative test result on a return-to-duty test prior to returning to safety sensitive functions.

However, the employee shall be terminated from City employment for any subsequent positive test results and shall be subject to disciplinary action up to and including termination for other violations of rules, policies and procedures unrelated to the positive fitness for duty test resulting from the voluntary rehabilitation.

All employees also have the option of reporting substance abuse problems directly to the SAP, absent involvement or knowledge by City staff.

It is the employee's responsibility through consultation with the SAP to take all appropriate measures to ensure abstinence from usage of alcohol and drugs prohibited by Section 705 of the City's Administrative Policies and Procedures. Any positive test for alcohol or for an illegal controlled substance or subsequent admission to using illegal controlled substances will result in termination from employment with the City, with no right of appeal and an ineligibility for rehire with the City for a period of one year from the date of termination.

24.10 Legal Drug Use/Potential Impairment

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, an employee should use extreme caution when using any non-prescription medication which carries a warning label that indicates that mental functioning, motor skills, or judgment could reasonably be impaired. When taking such medications, an employee should seek medical advice, as appropriate, and shall notify his supervisor or any impairment which he may be experiencing, before performing work-related duties.

When taking prescription medications, an employee must seek specific advice from his physician that the prescription will not impair his mental functioning, motor skills, judgment, or ability to perform essential job functions. Before performing work-related duties, an employee shall notify his supervisor, or a designated supervisor within the departmental chain of command, of any actual or potential adverse effects which are occurring or which the employee has been advised may occur.

Upon being notified of actual or potential adverse effects from the substances in a prescription, the supervisor notified by the employee shall be responsible for either reassigning the employee to non-hazardous work tasks where possible or requiring the employee to take leave consistent with City policy.

24.11 No Smoking

Those employees hired as a firefighter, fire engineer, or fire lieutenant in the Tallahassee Fire Department between December 1, 1985, and November 30, 1989, shall not smoke tobacco products on or off duty. Those employees hired on or after December 1, 1989, shall not use tobacco products on or off duty. Violation of said policy shall subject the employee to disciplinary action up to and including termination.

The Union agrees to take positive steps to encourage all employees of the Fire Department to refrain from or cease the practice of using tobacco products on or off duty.

24.12 Nicotine Testing

Employees hired on or after December 1, 1989, shall be tested for nicotine pursuant to the provisions of Article 14 – Medical Examinations, of this Agreement. The nicotine test will be considered positive if both of the following substances are present above the specified threshold:

<u>Substance</u>	<u>Nanograms per Milliliter</u>
Cotine	200
Nicotine	200

A positive test result for nicotine shall result in a two-day suspension for 40-hour personnel or a one-shift suspension for suppression personnel, an automatic referral to a smoking cessation program, and periodic random follow-up testing for a minimum twelve-month period. Subsequent positive tests for nicotine and/or violations of the no smoking provisions of this Agreement shall result in further disciplinary action up to and including termination.

As of October 1, 2022, the City will conduct nicotine testing, with the threshold set forth above, when an employee is sent for random drug testing as laid out in 24.6 and 24.7. As of October 1, 2022, the initial discipline for a positive test result will be a written reprimand, an automatic referral to a City-provided cessation program, and periodic random follow-up testing, at the cost of the employee, for a minimum twelve-month period. Subsequent positive tests for nicotine and/or violations of the no smoking provisions of this Agreement shall result in progressive discipline as laid out in City policy.

24.13 Infectious Disease Prevention

Each employee will be provided with and utilize all personal protective equipment as required for infectious disease exposure which meets or exceeds the minimum standards established by the State Department of Labor and the Centers for Disease Control for the prevention of infectious diseases. Likewise, the City and the employee, whenever practical, will follow the required prophylactic procedures established with regard to any employee whose exposure to blood or other body fluids arises out of and in the scope of his employment with the City. The City will provide training as required in infectious disease prevention, mitigation and exposure control.

24.14 Unless otherwise specified, employees violating the provisions of this Article shall be subject to progressive disciplinary action up to and including termination from City employment.

Article 25 INDEMNIFICATION

25.1 The City will provide a defense for, and indemnify, any employee who is made a party to any suit or proceeding, other than by an action of the City of Tallahassee, or against whom a claim is asserted by reason of his action(s) taken within the scope of duty or service as an employee of the City. Such indemnity shall extend to judgments, fines, and amounts paid in settlement, of any claim, suit, or proceeding, including any appeal. This shall protect the employee, who acted in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the City.

25.2 The City's obligation under this Article is contingent upon prompt notification and full cooperation with the City Attorney's office. An employee served with a

complaint or otherwise formally advised that he is a party to a suit or proceeding shall notify the City Attorney's office within the next workday.

Article 26 JUDICIAL LEAVE

26.1 An employee may be granted administrative leave with pay for the following reasons:

26.2 Jury Duty

An employee summoned as a member of a jury panel shall be granted administrative leave. The employee does not have to return to the City any jury fees paid to him for such service. The employee must submit a copy of his jury duty notice to his supervisor as soon as possible after receiving notification of his need to appear for jury duty. When an employee is summoned for jury duty and is not required to serve or is required to serve but is released prior to the end of his workday, he must return to work.

26.3 Court Appearance

There are four different circumstances under which an employee may be given time off to appear in court:

- (1) An employee may serve as a City witness or representative in a court or other tribunal as part of his City responsibilities. In such cases, the employee is not considered to be on administrative leave but on working time, and any witness fees received shall be returned to the City.
- (2) An employee may be requested to appear as an expert witness in a case not involving the City. In such instance, the employee may be granted accrued leave or leave without pay and shall retain whatever payment is made to him.
- (3) An employee may be subpoenaed as a witness in a court case which does not involve personal litigation of the employee and does not involve the City. In such instance, the employee is granted administrative leave, and any witness fees are returned to the City. However, the employee may choose to use accrued vacation leave, and any witness fees shall be retained by the employee.
- (4) An employee may appear in court in connection with a case in which he is personally involved but the City is not involved. In such instance, the employee must be granted accrued vacation, or leave without pay, to pursue his own personal business, and any witness fees shall be retained by the employee.

Article 27
MILITARY LEAVE

27.1 Annual Field Training

- (1) Any employee in the bargaining unit who is a member of the United States Armed Forces Reserve, including the National Guard, shall upon presentation of a copy of the employee's official orders or appropriate military certification to his supervisor, be entitled to administrative leave without loss of pay, time, or efficiency rating during periods in which the employee is engaged in annual field training or other active duty or inactive duty for training exercise (i.e., weekend drills).
- (2) Such leave with pay shall not exceed 240 hours for the affected employee in any one calendar year.

27.2 Limitations

Absence from City employment for military duty in excess of 240 hours shall not be compensated by the City, except as provided in paragraph 27.3 below. In such cases, a request for leave without pay should be made by the employee or the employee may use earned personal or compensatory leave.

27.3 Military Active Duty

An employee called to active duty will be placed on military leave of absence, the first 30 calendar days of leave to be with full pay, and the remainder without pay. An employee called to active duty in support of a wartime event may be eligible for a military pay supplement. At the employee's discretion, the employee may further extend the period of leave with pay through the use of earned personal or compensatory leave.

During the period of active duty, at the employee's discretion, the employee may continue the health insurance coverage in which he was enrolled on the date the active duty commenced. In the event the employee elects to continue coverage, the City will make a contribution toward the cost of such coverage in accordance with the provisions of Article 11 – Group Health Insurance.

27.4 Documentation

A copy of the official orders or appropriate military certification shall be filed in the employee's personnel file in the Department.

Article 28
WORKERS COMPENSATION

28.1 Standard Workers Compensation Benefits

- (1) An employee who is disabled because of an on-the-job injury will be provided workers' compensation benefits in accordance with Chapter 440, Florida Statutes.
- (2) An employee who sustains an injury resulting in disability which is compensable under the Workers' Compensation Law shall be carried in full pay status for a period not exceeding seven calendar days without using leave credits. Such pay will be contingent upon written confirmation from the authorized physician treating the employee to the Fire Chief stating that the employee is unable to work.

The day the injury occurs does not count towards this seven-calendar day period. Time off on the day of the injury and for up to the seven calendar days following the injury shall be charged to administrative leave.

- (3) If the employee is unable to resume work at the end of the seven-calendar day period, standard Workers' Compensation payments will commence and will be supplemented by special Workers' Compensation benefits as described in 32.2 below. It shall be the Department's responsibility to contact the Risk Management Office on the eighth calendar day of disability to ascertain the amount of weekly compensation payable.
- (4) The employee shall earn and accrue leave credits as long as the employee is absent from work due to the injury and is continuing to receive Workers' Compensation payments.
- (5) If after a medical examination by the authorized treating physician, the employee is released to return to work and refuses, no further salary or compensation payments will be paid nor leave time earned or accrued until the employee returns to work. In the event the employee fails to return to work for a period of two shifts (24 hours or more) or three consecutive 8 hour workdays, the employee shall be deemed to have resigned.

28.2 Special Workers' Compensation Benefits

- (1) Special compensation, when added to standard Workers' Compensation, shall equal the employee's "take home salary" on the date of the accident. "Take home salary" shall be defined as the employee's base salary (1/12 of annual salary) including educational incentive supplements minus the amount deducted from the salary for pension contribution, MAP, the amount deducted from the salary for federal withholding taxes, and other deductions authorized by the employee or mandated by law. In the event that an employee's standard Workers' Compensation is reduced per state

law, the amount of special compensation shall not exceed the amount the employee would have received but for the reduction.

- (2) The total amount paid for standard Workers' Compensation, special Workers' Compensation, and holiday pay shall not exceed the amount of base salary the employee would have received had the employee not been on Workers' Compensation.
- (3) An employee who reaches maximum medical improvement, or has remained on temporary total disability, shall not be provided special Workers' Compensation under 32.2 above, if the employee is on modified duty or returns to work on modified duty. The Fire Department shall notify the employee that a modified duty assignment is provided in lieu of the special Workers' Compensation.

28.3 Modified Duty

In the event that an employee is, at any time, determined by the physician to be able to perform modified duty work as a result of an on-the-job injury, the Fire Chief will evaluate the specific modified duty restrictions and may place the employee in a Fire Department modified duty assignment if one is available. However, the Fire Chief is under no obligation to create a modified duty assignment for an employee. Should an employee be placed on modified duty and such duty becomes subsequently no longer available, then the Fire Chief may terminate or change the modified duty assignment. The provision of modified duty for an employee shall not set precedent for provision of modified duty for another employee.

28.4 Disputes

All disputes regarding Workers' Compensation matters shall be handled exclusively through mechanisms provided under Florida Statutes, Chapter 440, and this Article shall not be subject to the grievance and arbitration procedure.

Article 29 MANAGEMENT RIGHTS

- 29.1** The Union agrees that the City has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects; and the powers or authority which the City has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include but shall not be limited to, the right to determine the organization of City government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for services to be offered to the public; to direct the employees of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train,

transfer, assign, and schedule employees in positions with the City; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job classifications; to change or eliminate existing methods, equipment or facilities; and to establish, implement and maintain an effective internal security program.

- 29.2** The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission, and to expend monies appropriated by the Commission as it shall deem desirable.
- 29.3** Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.
- 29.4** If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Article 30 DEDUCTIONS

30.1 Deductions

During the term of this Agreement, the City agrees that it will deduct on a bi-weekly basis Union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing to the City Human Resources Division, from the pay of those employees in the bargaining unit who individually make such request through the electronic dues deduction authorization -process in PeopleSoft. Such deduction will be made by the City beginning with the pay for the first full pay period following receipt of the authorization by the City. The Union shall advise the City of any uniform assessment or increase in dues in writing at least 30 days prior to its effective date.

The agreement applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

Union leadership will have 48 hours from the time an employee authorizes dues deduction to send written or electronic denial to the employee and the Fire Department Human Resources Administrator. Any dues taken prior to the finalization of this denial shall be returned to the employee by the Union.

30.2 Remittance

Deductions of dues and uniform assessments, if any, shall be remitted by the City to a duly authorized representative as designated in writing by the Union.

30.3 Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, City health insurance and other priority deductions, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

30.4 Termination of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either:

- (1) revoked by the employee through the electronic due's deduction stop process in PeopleSoft, or
- (2) the termination of the authorizing employee, or
- (3) the transfer, promotion, demotion of the authorizing employee out of this bargaining unit, or
- (4) the employee's membership in the Union is revoked under the Union's Constitution and Bylaws and 30 calendar days written or emailed notice given to the Tallahassee Fire Department-Human Resources Office by the Local 2339 President.

30.5 Indemnification

The Union shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the City, its officials, agents and employees in complying with this agreement. The Union shall promptly refund to the City any funds received in accordance with this agreement which are in excess of the amount of dues and/or uniform assessments which the City has agreed to deduct.

30.6 Exceptions

The City will not deduct any Union fines, penalties, or special assessments from the pay of any employee.

Article 31 BULLETIN BOARDS

31.1 The City agrees to furnish wall space not to exceed 24" x 36" for a Union-purchased bulletin board in each fire station, plus space for one additional bulletin board in the Fire Department area of the Public Safety Complex and one additional in the training division.

31.2 The Union bulletin board shall be used only for the following notices:

- (1) recreational and social affairs of the Union
- (2) Union meetings
- (3) Union elections
- (4) reports of Union committees
- (5) Union benefit programs
- (6) current Union contract
- (7) training and educational opportunities
- (8) official minutes of Union meetings

31.3 Notices shall not contain anything reflecting adversely on the City, or any of its employees, and any posting which violates the provisions of this Article shall be removed.

31.4 Notices for posting must be dated and bear the signature of the Union President or his authorized representative.

Article 32 UNION ACTIVITIES

32.1 Except as provided by law or otherwise in this Agreement, no employee shall engage in Union activities of any kind during the time he is assigned on duty, except that solicitation of employees and distribution of union literature will be permitted on non-working time and in non-work areas, as defined below:

- (1) "Non-working time" is defined as time while on duty when the employee is eating, sleeping, using bathroom facilities, or participating in recreational activities such as reading, watching television, working on hobbies, etc.
- (2) "Non-work areas" are defined as the station dayroom, kitchen, dormitory, and bathrooms.
- (3) Bargaining Unit members shall be permitted to conduct business while on duty, for functions that benefit the City and Fire Department personnel upon the mutual approval of the Union President and the Fire Chief, or their designees.

32.2 No City equipment or vehicles shall be used for Union activities unless approved by the Fire Chief.

32.3 No union meetings or other Union business shall be conducted on City Fire Department premises, except as provided in 20.1(2), above.

Article 33 UNION BUSINESS

33.1 Leave for Union Business

Members of the bargaining unit who have been authorized in writing by the Union President shall be granted time off for Union business when the absence does not interfere with the operation of the Fire Department. Requests for such time off shall be submitted for approval to the Chief or his designee. Such request must include authorization from the Union President if the absence is to be covered by payment from the Union Time Pool.

33.2 Union Time Pool

Any member of the bargaining unit may contribute to the Union Time Pool by signing a form authorizing the contribution of holiday pay or vacation leave, in whole hour increments, the value of which will be entered into the Union Time Pool at the member's current 40-hour base salary rate.

At the beginning of each calendar year, the City shall deduct three hours (180 minutes) of available vacation leave from each bargaining unit member and transfer the value (based on each member's current 40-hour base salary rate) of the hours to the Union Time Pool.

The amount of money so contributed shall constitute the Union Time Pool.

33.3 Charges Against Union Time Pool

Members of the bargaining unit who have been authorized in writing by the Union President may charge their absences for Union business to the Union Time Pool

without loss of straight time pay or benefits. The time used by such official shall be charged against the reserves in the Union Time Pool at the User's current base salary at the 40-hour rate.

33.4 Indemnification

The Union shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise), and for all reasonable legal costs arising from any action taken or not taken by; the City, its officials, agents and employees in complying with this agreement. The Union shall promptly refund to the City any funds disbursed by the City under the provisions of this Article which are not covered by reserves in the Union Time Pool.

Article 34 ENTIRE AGREEMENT

34.1 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except that the parties may agree mutually to negotiate other Articles.

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

Article 35 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with F.S. 447.309(3); then such provision shall not be applicable, performed or enforced. In such event, the parties shall meet within thirty (30)

days in an attempt to modify the invalid provision by good faith negotiations. The remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 36 NEGOTIATIONS

- 36.1** The Union agrees that all collective bargaining is to be conducted at the City Manager's level in the City of Tallahassee with City representatives designated for that purpose by the City Manager, as chief executive officer. There shall be no negotiation by the Union at any other level of City government.
- 36.2** Members of the bargaining unit who are selected as Union bargaining representatives will be permitted to attend negotiating sessions while on duty with no loss of pay if sessions cannot be scheduled during off-duty hours, but not more than two per duty shift.

Article 37 DURATION

37.1 Term

This agreement shall be effective as of October 1, 2020, and shall remain in full force and effect through the thirtieth day of September 2023. If the Union wants to negotiate a successor agreement, it must officially notify the City of its intent no later than February 1, 2023, and negotiations shall commence no later than February 15, 2023. If the Union does not provide the required notice by the February 1, 2023 deadline shown above, the existing agreement is automatically renewed for another year, and the City may increase the salary schedule in Appendix A unilaterally, as it deems appropriate. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph. For the agreement term 2023-2024, the parties shall reopen and negotiate language for articles 6, 8, 9, and 12. Additionally, each party may reopen (1) article

- 37.2** In the event that the City and the Union fail to secure a successor agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time, provided that any such successor agreement will be effective as of the date agreed upon and will not necessarily be retroactive to the expiration date of this Agreement.

37.3 Termination

If either party desires to terminate this Agreement on its expiration date or during an agreed upon extension as provided in 37.2, above, written notice must be given to the other party not less than ten days prior to the desired termination date.

37.4 The Union and all bargaining unit employees recognize their continuing obligation, both with or without the existence of a collective bargaining agreement, to comply with the strike prohibition in F.S. 447.505.

37.5 Notice

Notices hereunder shall be given by registered or certified mail, return receipt requested, and if by the City, shall be addressed to the Union President, Local 2339, and if by the Union shall be addressed to the Manager-Human Resources. Within 30 days of the effective date of this Agreement, each party shall provide the other with a mailing address to be used for providing notices hereunder. Either party may by a like written notice change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the return receipt.

37.6 Emergencies

If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Article 38
PREVAILING RIGHTS**

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not in this Agreement, will be presumed to be reasonable and proper and will not be changed arbitrarily or capriciously.

**Article 39
DEFINITIONS**

39.1 Working days: The term “working days” as used in this Agreement shall mean working days (Monday through Friday), excluding weekends and any day observed as a holiday.

39.2 Calendar days: The term “calendar days” as used in this Agreement shall mean consecutive days to include weekdays, weekends, and any day observed as a holiday

39.3 Union Representative: The term “union representative” as used in this Agreement shall mean a Union Member designated by the Union President.