

ARTICLE 1

PREAMBLE

- Section 1.** In accordance with the State of Florida Public Employee Collective Bargaining Statute, this Agreement is entered into by and between the City of Madeira Beach, a municipality in the State of Florida hereinafter called the "City" and the St. Pete Beach Professional Firefighters Association, IAFF, Local 2266, to amend Certification #963, hereinafter referred to as the "Union".
- Section 2.** The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and employees, both individually and collectively, and the Union, and to provide an orderly and peaceful means for resolving differences which arise and to set forth the basic and full agreement between the parties concerning wages, rates of pay, and all other terms and conditions of employment.
- Section 3.** The parties recognize that the best interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing in the most efficient manner, public service to the citizens of the community.
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ARTICLE 2

RECOGNITION

- Section 1.** The City of Madeira Beach hereby recognizes the St. Pete Beach Professional Firefighters Association Local 2266 as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit, which shall consist of all personnel in the classification designated Firefighter/EMT, Firefighter/Paramedic, Fire Lieutenant/EMT, and Fire Lieutenant/ Paramedic.
- Section 2.** The St. Pete Beach Professional Firefighters Association hereby recognizes the City Manager or his/her representative as the public employer's representative for the purpose of collective bargaining. It is recognized by both parties that the designation of authority vested in the Fire Chief pursuant to the terms of this Agreement shall also be fully vested without limitation in the City Manager, who by Charter serves as the City's chief executive officer.
- Section 3.** For the purpose of this agreement, the terms member, bargaining unit employee, and employee shall be synonymous.
- Section 4.** Should the City establish new job classifications within the Fire Department that are to be in the bargaining unit, the City shall, not less than thirty (30) days prior to staffing such classification, provide notice to the Union of the establishment of such classification, and bargain with the Union concerning wage rates and hours of employment for such classification.

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ARTICLE 3

REPRESENTATIVES OF PARTIES

- Section 1.** The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by the Agreement. Authorized representatives shall be defined as elected Officers of the Union and duly elected or appointed stewards, provided that notification has been provided in writing to the Office of the Fire Chief within 72 hours of any change in elected Officers or appointed stewards. The Union agrees to notify the City of the name of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this Agreement.
- Section 2.** The Union likewise agrees that during the term of this Agreement the Union and the employees covered hereunder shall deal only with the City Manager or his representative in matters requiring mutual consent or other official action.
- Section 3.** The City, the Union, and the bargaining unit members agree that from time to time, issues may arise which are not specifically addressed by this Agreement or on which this Agreement is ambiguous. The bargaining unit employees and the City do hereby designate and vest with their authorized representatives the ability to execute memoranda of understanding addressing such situations or clarifying ambiguous contract language. All such memoranda of understanding shall require the approval of the City Manager. This section shall apply only in the event of consent by both parties and neither party is obligated to agree to execute a memorandum of understanding.
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ARTICLE 4

MANAGEMENT RIGHTS

- Section 1.** Except as expressly provided for in the Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, the operating and motorized equipment, the scope of service to be performed, the method of service, the schedule of work time; to contract and sub-contract existing and future work to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the employer good business judgment makes such curtailment or discontinuance advisable; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to suspend, demote, discharge or take other disciplinary action against employees for proper cause; to determine the starting and quitting time and the number of hours to be worked; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of economy, efficiency, technological change or operating requirements; and to have complete authority to exercise those rights and powers incidental thereto, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.
- Section 2.** If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, and hurricane conditions, the provisions of this Agreement may be suspended during the time of the declared emergency, providing that wage rates and monetary fringe benefits shall not be suspended.
- Section 3.** The above rights of the employer are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the employer in its capacity as management of the Fire Department of the City of Madeira Beach. Any of the rights, powers and authority the employer had prior to entering this Collective Bargaining Agreement are retained by the employer, except as expressly and specifically abridged, delegated, granted or modified by the Agreement. Those inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.
- Section 4.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and agrees

that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 5

NON-DISCRIMINATION

- Section 1.** Neither the City nor the Union will in any way discriminate against a member because of membership or non-membership in the Union, or on the basis of race, creed, color, national origin, religion, age or sex.
- Section 2.** The City and the Union agree that the provisions of this Agreement shall be applied equally to all members of the bargaining unit, except as is otherwise specified herein.
- Section 3.** The City and the Union agree to abide by the laws of the State of Florida and the rules and regulations of the Public Employees Relations Commission.

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ARTICLE 6

NO STRIKES / NO LOCK-OUT

- Section 1.** The Union and its members agree to this no strike pledge in return for a full and fair hearing of disputes as a peaceful means of resolving differences as outlined in the Grievance Procedure.
- Section 2.** The Union and the City will attempt to settle any future contract disputes in a fair and reasonable manner in accordance with applicable laws.
- Section 3.** There shall be no strikes, picketing, job action, work stoppage, slow downs, boycotts or concerted failure to perform assigned work during the term of this Agreement. Picketing as used herein shall mean any action which has the intent or effect of prohibiting members from reporting to work or continuing to perform their normally assigned work. "Strike" means the concerted failure to report for duty, the concerted absence of members from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of members from the full and faithful performance of their duties of employment with the City, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the City, and the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of work stoppage.
- Section 4.** Any member to be found in violation of the above shall be subject to discipline, up to and including discharge, and only the question of whether or not the member instigated, ratified, sanctioned or participated in such action shall be subject to the Grievance and Arbitration Procedure and Florida Statute 447.
- Section 5.** Further it is understood and agreed by the parties that the nature of the work in this Department bears directly upon the safety and welfare of the public at large and that any violation would give rise to irreparable damage. To that end, the Union agrees that neither it nor any of its agents, representatives or members shall sanction, ratify, approve, condone or participate in any of the above activities and that if such prescribed activities take place that the Union through its representatives and agents will make every reasonable effort to ensure that such action immediately ceases.

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The purpose of this Article is to establish a procedure for the orderly, fair and expeditious adjustments of grievances and for settlement of disputes between the City, Union and employees involving the interpretation or application of this Agreement. A grievance is defined as a complaint arising out of alleged violations concerning wages, rates of pay and other terms and conditions of employment addressed by this Agreement, whether or not the terms or conditions of employment are also covered by other employer documents. Should a party to a complaint claim that the subject of the complaint is not a grievable violation under this Agreement, the issue of grievability or arbitration shall be ruled on by an arbitrator.

Section 2. An employee or the Union covered by this Agreement, shall present their complaint within seven (7) calendar days of the date on which the complaint arose in the following manner. In the event the grievant is a Fire Lieutenant, the grievance shall be initiated in writing at the level of the Fire Chief.

1. An employee or the Union may discuss the complaint orally with any Fire Officer. The Officer shall attempt to adjust the complaint within the shift within the range of authority granted to him or her by the Fire Chief. It is understood that because the Fire Officers are part of this bargaining unit, the interpretation or application of this Agreement by such persons are not binding upon the City, but rather are subject to independent review and determination by the Fire Chief.
2. If the complaint is not resolved, a grievance may be submitted in written form using the agreed upon form incorporated into this Agreement to the Fire Chief within ten (10) calendar days from the time of discussion in Step 1. The written grievance should set forth the following:
 - A. A statement of the grievance and the facts upon which it is based.
 1. How did you determine these facts?
 2. How does the grievance affect the member?
 3. What rule or article is being grieved?
 4. The remedy or adjustment requested.
 5. The signature of the aggrieved employee.

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

Section 3. If the matter is not resolved, the aggrieved employee or the Union may appeal the grievance to the City Manager within ten (10) calendar days from the date of the written response from the Fire Chief. The City Manager shall schedule a meeting with the Union, Management, and Grievant within ten (10) calendar days after receipt of the grievance in order to discuss and seek a solution. A written response from the City Manager shall be given within ten (10) calendar days after the meeting.

- * In the event the City Manager or the Union President or his/her representative is absent (vacation, business, conference, etc.), time limits shall be appropriately extended.

Section 4. A. If the matter is not resolved as provided in Step 3, the grievance may be submitted to arbitration by the Union or the aggrieved employee. Written notification of intent to arbitrate the grievance shall be provided to the City Manager within ten (10) calendar days of his written response in Step 3.

- B. The parties shall attempt to agree upon an independent arbitrator. If this cannot be accomplished within ten (10) calendar days, a panel of seven (7) arbitrators will be requested from the Federal Mediation and Conciliation Service. All arbitrators shall have a Florida address for purposes of travel expense. The parties shall alternately strike with the grievant striking first until one name remains. The arbitration shall be conducted under Florida Statute 682, et al, except as modified by this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to hear a grievance as defined in this Article.

1. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.
2. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to Arbitration, which is not a grievance as defined in this Article or which is not specifically covered by this Agreement.
3. The arbitrator shall confine him/her self exclusively to the questions which is presented to him/her which question must be actual and existing.

- C. Copies of the award of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be furnished to both

parties within thirty (30) calendar days of the hearing and shall be final and binding on both parties subject only to either party's right of appeal as provided by law.

D. The Arbitrator's decision shall be implemented by the appropriate parties immediately upon becoming final.

Section 5. Each party shall pay its own expenses for its representative, counsel, and witnesses. The fee of the Arbitrator and other expenses of the arbitration, shall be borne by the losing party as determined, and shall be so stipulated by the Arbitrator. Where the Union represents the aggrieved employee in the Arbitration proceeding and the Arbitrator determines in favor of the City, the Union will be considered the losing party. In the event of a compromise award, the Arbitrator's fee and expenses shall be borne equally by the parties to the Arbitration.

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

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

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UNION GRIEVANCE CITY OF MADEIRA BEACH

Grievance No. _____

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

EMPLOYEE NAME: _____ Work Telephone: _____

Classification/Rank: _____ Shift: _____ Division: _____

Date of Occurrence of Grievance: _____

Article and section of Agreement alleged to have been violated: _____

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

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

REQUESTED REMEDY: _____

EMPLOYEE/UNION:

DEPARTMENT/CITY:

Signature (*Employee filing grievance*) Time/Date

Grievance received by (Signature)

Union Rep Signature Time/Date

Time/Date of receipt

As provided by the St. Pete Beach Professional Firefighters Association, IAFF, Local 2266, contract, I wish to appeal my grievance to Step 2 or 3, as applicable.

Signature (*Employee filing grievance*) Time/Date

Grievance received by (Signature)

Union Rep Signature Time/Date

Time/Date of receipt

UNION GRIEVANCE CITY OF MADEIRA BEACH RESPONSE

Grievance No. _____

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

To: _____ From: _____
Employee/Grievant or Union Rep Fire Chief/Designee or City Manager

Date Grievance Filed: _____ Date of Hearing: _____

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

Hearing Officer's Signature: (Fire Chief/Designee or City Manager)	Date:
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ARTICLE 8

REPRESENTATION/CONSULTATION

- Section 1.** Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The Union will furnish the City Manager with a written list of the Union's bargaining team, prior to the first meeting, and substitution changes thereto, if necessary.
- Section 2.** Fire Department Management in the spirit of cooperation will notify the officers of the Union of anticipated major changes in formal operating or working conditions within a reasonable time but not less than thirty (30) days prior to implementation.
- Section 3.** Copies of tactical orders or training bulletins affecting Union members shall be made available to the Union when issued.
- Section 4.** Members shall have the right to meet and consult with any supervisory or managerial official via the appropriate chain of command. The member shall explain to his immediate supervisor the nature of his request (personal or departmental business).
- Members shall have the right to Union representation in those meetings and consultations.
- Section 5.** The City shall recognize a maximum of four (4) Union representatives who are City employees, who may be released from duty without pay to negotiate a collective bargaining agreement between the City and/or Fire Department and the Union. The release of such on duty employees shall be at the sole discretion of Fire Chief, it being understood that the intent of this Section is to not negatively impact service levels or to cause any direct or indirect cost to the City. Employees so released may use compensatory time, accrued annual or holiday leave, and/or Union time if available, for the time they are released.
- Section 6.** The name of the Union representative shall be given in writing to the City Manager as well as any change prior to the effective date of the representative assuming duties of office. Such notification shall be made by the Union.
- Section 7.** There shall be one (1) Union representative on each shift whenever possible.
- Section 8.** An employee having a grievance shall have the right to take the matter up with his shift union officer during working time, provided that the employee and the union official shall not interfere with the normal operations of the department.

ARTICLE 9

DISCIPLINE AND DISCHARGE

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

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

The City recognizes the following types of disciplinary action:

- 1) Documented verbal warning
- 2) Written warning
- 3) Suspension without pay
- 4) Demotion
- 5) Combination of the above
- 6) Discharge

Section 2. Written reprimands and notices of misconduct shall not be placed in the employee's personnel file before the employee has been informed of such action. The employee shall be asked to date and sign all written reprimands and notices of misconduct; however, the signature does not imply agreement. If the employee refuses to sign a written reprimand or notice of misconduct, this action shall be noted on the document. The absence of an employee's signature does not diminish the status of the action.

Section 3. The City will furnish to the Union representative upon request copies of the forms prepared by the City covering personnel action which are subject to disclosure under the Public Records Act.

ARTICLE 10

PRE-TERMINATION HEARINGS

Section 1. Definition: Pre-Termination Hearings as used in this Article shall mean those hearings, when it has been alleged that a member has violated a City or Departmental rule that could lead to termination. These hearings will be conducted in accordance with FS 112.80 to 112.84.

Section 2. Notice of a Pre-Termination Hearing shall be given 72 hours in advance to any member who is brought up on charges that could lead to termination.

Section 3. The member shall be afforded due process during the Pre-Termination Hearing.

Section 4. No member shall be terminated without a Pre-Termination Hearing unless waived by the member.

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PRE-TERMINATION NOTICE

DATE OF NOTICE: _____

EMPLOYEE
NAME: _____

DEPARTMENT: _____ CLASSIFICATION: _____

VIOLATION: _____

FACTS/circumstances/reasons for
termination: _____

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

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

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

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

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

(Employee) (Date)

ARTICLE 11

WORK WEEK AND OVERTIME

- Section 1.** The Fire Department duty hours for shift employees shall be twenty-four (24) hours on, and forty-eight (48) hours off, unless otherwise assigned as permitted by this Agreement. Shifts will begin at 7:00 a.m. and end at 7:00 a.m. on the following day. Annual and holiday time shall be counted for the purpose of computing overtime pay. The work period for twenty-four (24) hour shift employees is fourteen (14) consecutive days. Employees will be compensated at the overtime rate of one and one-half times their regular rate of pay for each hour of time worked (as defined herein) in excess of one hundred six (106) hours in the work period. Shift employees may be assigned to a schedule other than the 24/48 schedule outlined above for light duty, to accommodate training and special assignments, and for other legitimate reasons.
- Section 2.** Employees covered by this Agreement shall be considered on duty when required by the City to respond to an emergency, performing firefighting functions and performing directed extra duty assignments during the employee's normal off duty time.
- Section 3.** Overtime shall be paid at the rate of one and one-half times the employee's straight time hourly rate of pay. Employees shall be compensated a minimum of two (2) hours overtime pay for each court appearance which occurs during regular scheduled off duty hours.
- Section 4.** Employees shall be required to work overtime when requested unless excused by the City. In the event any employee is required to work overtime, he/she will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked, nor shall it be the intent of the City to assign work hours to avoid the payment of overtime; however, nothing in this section shall prohibit the City from scheduling the work week to make best use of available manpower to minimize overtime.
- Section 5. Call Back Pay**
- A. Call back pay is provided to compensate employees ordered to return to work on an unexpected basis after completing a regularly assigned shift of work or a regularly assigned week of work.
 - B. Call back work is work to be performed which is of an emergency or unexpected nature and should not be associated or confused with the monthly department shift/work schedule or anticipated additional work requirements.

C. Call back pay shall be granted as follows:

1. The minimum total hours paid, including regularly scheduled hours, per call back occurrence shall be two (2) hours. Call back time will include no more than one half (½) hour travel time.
2. An employee shall not receive call back pay for more than two (2) occurrences in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period, the employee shall be paid for the numbers of hours from the beginning of the first call back period to the end of the last call back period.
3. Call back pay shall be at the overtime rate. The employee shall be responsible for correctly documenting call backs on the payroll time sheets.

D. An employee who has not left the premises and is required to continue working after the completion of his/her shift shall be ineligible for call back pay.

Section 6. Shift Exchange

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

Section 7. Light Duty Policy

Light duty is defined as those activities an employee can perform which do not require a type of physical activity that may aggravate an injury or illness. An employee must be released by the treating physician for light duty and must have approval of the Fire Chief and City Manager. The City may, at its option, seek a second opinion from a physician of its choice regarding an employee's ability to work light duty or in his/her regular job. The City is not obligated to provide light duty for off the job-related injuries and/or illness. Employees with on the job related injury, illness or other medical condition may be assigned to light duty based on the needs of the Fire Department and the City. Any employee who is required to be on light duty due to on the job related injuries or illness shall be compensated at his/her normal hourly rate and for the actual hours worked. The City will make every reasonable effort to provide an employee with the same number of light duty hours as he/she would normally work during the period(s) of light duty assignment.

Any hours not covered will be charged to sick leave. Compensation for non-job

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

Section 8. Compensatory Time

Employees who work beyond the allowable hours within a work period will be paid at the overtime rate. The City will not grant compensatory time in lieu of overtime, unless the employee requests it in writing and in advance to working the overtime hours and it is approved by the Fire Chief. The Fire Chief may approve the request consistent with work requirements provided the granting or use of this compensatory time will not result in additional overtime or otherwise unduly interfere with the efficient and cost effective operation of the Department. All compensatory time accrued will be exhausted prior to using any vacation days. The pay out of any accrued compensatory time will be in accordance with FLSA provisions.

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ARTICLE 12

PAY

Section 1. Pay

See attached Pay Plan, Appendix A

Section 2. Progression/Reclassification within the Pay Plan

- A. All firefighters and Lieutenants shall progress from their current step to the next higher step upon this contract ratification.
- B. A pay plan adjustment of the CPI-U as of the previous December or 4%, whichever is less, shall be effective during the first full pay period of October 2007 and 2008. Employees who are in the top step for their pay grade shall receive a lump sum.
- C. Progression of employees from their current step to the next higher step in the pay plan shall be granted on the individual employee's anniversary date in classification upon receiving a satisfactory or better rating on their annual performance evaluation.
- D. Employees who are in the top step for their pay grade shall not receive an annual step increase. These employees shall receive Longevity Pay of \$1,250.00 or 2.5% of pay, whichever is greater, in a lump sum. This lump sum is payable annually on the employee's anniversary date.
- E. Firefighter/EMT's will progress to the pay grade of Firefighter/Paramedic upon completion of all certification requirements and consistent with the established staffing plan. Promotion will be made to the lowest step in the new classification which results in a raise of at least 5%. The employee's anniversary date will be changed to the effective date of the new classification.
- F. Firefighter/EMT's or Firefighter/Paramedics who are promoted to Lieutenant will progress to the lowest step in the appropriate grade which results in a raise of at least 5%. The employee's anniversary date will be changed to the effective date of the new classification. Lieutenants will be placed on probation status during the first six (6) months following their promotion.
- G. The bi-weekly pay for members of the bargaining unit will be an equal amount for each pay period based on 106 hours at the regular hourly rate and 6 hours at a rate of 1.5 of the regular rate.

Section 3. Specialty Pays

Any employee who meets the required state certification guidelines and is assigned by the Fire Chief to perform Fire Inspections or Public Education functions as a part of their normal duties shall receive an additional \$50 per pay period. Any employee assigned by the Fire Chief to serve as Fitness Trainer shall receive an additional \$25 per pay month. Any employee who is assigned by the Fire Chief to act as EMS coordinator shall receive an additional \$75 per pay period. Any meetings and/or other related activities as approved by the Fire Chief that must be done by employees assigned under this Section on hours other than the normally assigned shift will be compensated in accordance with Article 11, Section 3 of this Agreement.

Section 4. Acting Officer

Any Firefighter assigned by the Fire Chief to work in the capacity of "Acting Lieutenant" shall receive seventy-five cents (\$.75) per hour additional salary for each full hour which he or she serves in the acting capacity. Any Firefighter so assigned under this Section who at the time of assignment holds Fire Officer I certification shall instead receive one dollar (\$1.00) per hour additional salary for each full hour which he or she serves in the acting capacity. Acting Officer pay does not apply to scheduled shift exchanges between Lieutenants and Acting Lieutenants.

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ARTICLE 13

HOLIDAYS AND LEAVE

Section 1. Holidays

- A. The following are the recognized holidays for bargaining unit employees of the City.
- (1) New Year's Day
 - (2) Employee's Birthday
 - (3) Memorial Day
 - (4) Independence Day (July 4th)
 - (5) Labor Day
 - (6) Veteran's Day
 - (7) Thanksgiving Day
 - (8) Christmas Day
 - (9) Two (2) Floating Holidays
 - (10) Martin Luther King's Day
- B. Firefighters will be paid at the rate of 12 hours per holiday on their next bi-weekly payroll which will be computed at the regular pay rate. Firefighters who are on-duty for that holiday will be paid 18 hours on their next-bi-weekly payroll which will be computed at the regular pay rate.
- C. Individual firefighters may elect to take holiday hours in lieu of receiving holiday pay. No employee shall be allowed to accrue more than 84 hours of holiday time.
- D. Floating holidays must be taken in the calendar year earned, and are forfeited if unused during that year. No compensation shall be paid in lieu of taking floating holidays or at separation. Employees hired on or after July 1 of a given year shall receive only one (1) floating holiday in their initial year of hire.

Section 2. Annual Leave

- A. The Annual Leave accrual for Firefighters of the City of Madeira Beach is as follows:
1. Employees with less than five (5) years of uninterrupted service shall receive twelve (12) hours of Annual Leave per month beginning with the month following the first month of employment. This provides one hundred forty-four (144) hours of annual leave credit per year or the equivalent of six (6) working days.

2. Employees with five (5) or more years of uninterrupted service but less than ten (10) or more years of uninterrupted service shall receive fourteen (14) hours of Annual Leave per month beginning with the month following the 5th year anniversary date. This provides one hundred sixty-eight (168) hours of Annual Leave credit per year or the equivalent of seven (7) working days.
3. Employees with ten (10) or more years of uninterrupted service but less than fifteen (15) or more years of uninterrupted service shall receive sixteen (16) hours of Annual Leave per month beginning with the month following the 10th year anniversary date. This provides one hundred ninety-two (192) hours of Annual Leave credit per year or the equivalent of seven (8) working days.
4. Employees with fifteen (15) or more years of uninterrupted service but less than twenty (20) or more years of uninterrupted service shall receive eighteen (18) hours of Annual Leave per month beginning with the month following the 15th year anniversary date. This provides two hundred sixteen (216) hours of Annual Leave credit per year or the equivalent of nine (9) working days.
5. Employees with twenty (20) or more years of uninterrupted service shall receive twenty (20) hours of Annual Leave per month beginning with the month following the 20th Anniversary date. This provides two hundred forty (240) hours of Annual Leave credit per year or the equivalent of ten (10) working days.

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

Uninterrupted Service	Maximum Allowable Accrual
Less than 5 Years	288 hours
5 Years or More but Less Than 10 Years	336 hours
10 Years or More but Less Than 15 Years	384 hours
15 Years or More but Less Than 20 Years	432 hours
20 Years or More	480 hours

- C. Persons who have been employed by the City for a period of 1 year or more shall receive payment of unused annual leave accumulated to the date of separation upon termination of City employment.
- D. Annual Leave shall not be granted in amounts less than one (1) hour increments for all 24-hour shift personnel. Employees may only take annual leave with a minimum of three (3) days advance notice and as long as no overtime is required to complete the shift. The Fire Chief, or his designee, has the discretion to allow an employee annual leave without the required advance notice.

Section 3. Sick Leave

- A. Sick leave may be granted for the following reasons:
 - 1. Personal illness;
 - 2. Personal medical or dental appointments;
 - 3. For light duty time off;
 - 4. For personal illness or injury of immediate family residing in the same household.
- B. Sick leave will be earned by Firefighters at the rate of twelve (12) hours per month beginning with the month following the month of employment and continuing each month thereafter up to a maximum accrual of 720 hours. Sick leave will be credited twelve months per year. Absence from a day of duty due to illness will be charged on an hourly basis. Sick leave may be used to the extent that it has been accumulated but may not be advanced to employees who have no sick leave credit balance. This program provides 144 hours of sick leave credit per year.
- C. An employee must notify the Fire Chief or designee of illness or any other reason for which sick leave may be granted within one hour of the employee's normal starting time for each shift of work. An employee must notify the Chief or designee of illness or any other reason for which sick leave may be granted before departing at any other time of day. Failure to comply with the above mentioned procedures may result in a loss of pay for sick leave.
- D. The Fire Chief may request a doctor's certificate of proof of illness after the second consecutive shift of illness or where otherwise necessary to verify the employee's condition and/or fitness for duty.
- E. Upon separation from City employment, employees will be paid 50% of accrued sick leave provided that separation is under "good terms." "Good Terms" is defined as providing two weeks written notice prior to resigning and not pursuant to any disciplinary action.

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

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

Section 4. Leave with Pay

- A. Leave with pay shall be authorized by the Fire Chief in order that employees may serve required jury duty, military training or active military duty.
- B. An employee called for jury duty shall be paid, for the period during which such employee is called for jury duty, the difference between the employee's daily or hourly pay from the City and the amount of daily jury duty pay the employee received while on jury duty for all days or periods for which such employee was scheduled to work for the City. Such leave with pay shall commence on the first day such employee is called for jury duty.
- C. An employee called to military training or active military duty shall be paid the difference between the employee's daily or hourly pay from the City and the amount of such employee's daily or hourly military pay while engaged in military training or active military duty for all days or periods for which such employee is scheduled to work for the City for a maximum of thirty (30) calendar days per year. For the purpose of this subsection, a calendar year will begin on the first day the employee is entitled to leave with pay under this subsection. Leave with pay under this subsection will commence on the first day of military training or active military duty.
- D. Employees will accrue Annual and Sick Leave while in a leave with pay status.
- E. There shall be no exceptions to the above without prior written approval of the City Manager.

Section 5. Leave Without Pay

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

Section 6. Disability Leave

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

- A. An employee shall be entitled to receive his/her salary less all worker's compensation benefits due him/her for a period not to exceed three (3) months beginning with the date of disability.
- B. If an employee is unable to return to work at the end of the period to which he/she is entitled, his/her case shall be reviewed by a committee comprised of the Fire Chief, the City Manager and the Human Resource Manager. After thirty (30) days, an employee is not entitled to earn sick leave or annual leave while he/she is receiving workers' compensation benefits.

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ARTICLE 14

BEREAVEMENT LEAVE

- Section 1.** Employees covered by this Agreement may be granted time off with pay at the straight time rate, not to exceed one (1) shift, to attend the funeral of an employee's immediate family member. Bereavement leave must be taken within the seven consecutive calendar days surrounding the date of the funeral. If the funeral is to be held outside the state of Florida, the employee may be granted two (2) shifts under the same terms. Such leave shall be granted by the Fire Chief. Bereavement Leave shall be counted for the purposes of computing overtime.
- Section 2.** For the purpose of this Article, the employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren, nieces and nephews.
- Section 3.** Bereavement leave shall not be charged to annual leave.
- Section 4.** Should an employee require additional time other than provided in Section 1 of this Article, he may request the additional time from the Fire Chief. Any additional time used shall be charged to annual leave or leave without pay.
- Section 5.** The employee shall, at the discretion of the Fire Chief, provide the department with proof of death in his immediate family as defined in Section 2 of this Article before compensation is approved.

ARTICLE 15

MILITARY LEAVE

- Section 1.** Military leave shall be as provided by City policy.
- Section 2.** The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty unless excused by law. Such order or statement must accompany the formal request for military leave.

ARTICLE 16

INSURANCE AND PENSION

Section 1. Life Insurance

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

Section 2. Other Insurance

The City provides life and accident insurance, health insurance, and dental insurance on all full time employees. Accident and health insurance policies for the employee's dependents may be purchased by the employee. Information is available on the insurance policies in the City's administrative office. An employee becomes eligible for insurance during the second full calendar month of employment.

Section 3. FRS Enrollment

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

ARTICLE 17

PHYSICAL FITNESS

Section 1. Physical Fitness Goal

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

Section 2. Physical Examinations

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

ARTICLE 18

SUBSTANCE ABUSE AND TESTING

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

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ARTICLE 19

UNIFORMS AND PERSONAL PROPERTY

Section 1. Uniforms

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

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

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

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

- A. The maximum reimbursement for items of personal necessity, such as prescription eyeglasses, shall be the full replacement cost up to a maximum of two hundred (\$200) dollars/occurrence.
- B. The maximum reimbursement for watches and all other necessary personal property shall be the full replacement cost up to a maximum of one hundred (\$100) dollars per occurrence.
- C. Requests for reimbursement for the loss of or damage to personal property must be made within the shift in which the loss or damage occurs. No reimbursement shall be paid if the loss or damage is due to the employee's own negligence or carelessness.
- D. Reimbursement for lost or damaged personal property must be approved by the Fire Chief and the City Manager.

ARTICLE 20

PERSONNEL RECORDS

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

ARTICLE 21

SENIORITY AND REDUCTION IN FORCE

- Section 1.** City seniority is understood to mean a member's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.
- Section 2.** City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.
- Section 3.** Members shall lose their seniority as a result of the following:
- A. Voluntary termination
 - B. Retirement
 - C. Termination for legitimate reasons
 - D. Absence without authorized leave for one (1) shift
 - E. Failure to report to the Fire Chief or his designee intention of returning to work within five (5) days of return receipt verification of certified mail.
 - F. Failure to return from military leave within the time limits prescribed by law.
- Section 4.** Layoff - When it becomes necessary to reduce a class of members in the department because of lack of funds, shortage of work, the abolition of a position because of changes in organization or other causes, members in that class shall be laid off on the basis of the following:
- Members will be laid off in the inverse order of their length of time in City seniority except when the Fire Chief believes that a certain employee is essential to the efficient operation of the department because of special skills or abilities, and wishes to retain this individual in preference to a person with greater length of service in seniority. The Fire Chief must submit a written request to the City Manager for permission to do so. This request must set forth in detail the specific skills and abilities possessed by the individual and the reasons why such an individual is essential to the effective operation of the department. If the City Manager approves the request, the individual may be retained.

- Section 5.** Lieutenants accepting a reduction in rank to firefighter shall retain full departmental seniority.
- Section 6.** Lieutenants accepting a reduction in rank will be paid at the corresponding step in the Firefighter scale and have their pay reduced by the percentage difference between the Lieutenant's pay grade and the pay grade of the accepted new position.
- Section 7.** Recall - Members in layoff status will retain recall rights and shall have preference to work over applicants on eligibility lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the member's records. Within fifteen (15) workdays of the certified receipt date, laid-off members must signify their intention of returning to work to the Human Resource Office.
- Section 8.** Recall will be offered to laid-off members provided they are qualified to perform the duties of the job. A laid-off member, when offered recall, who is temporarily unable to accept due to medical reasons may request an extension of time in which to accept or decline recall not to exceed thirty (30) days.
- Section 9.** Lieutenants reduced in rank under the provisions of this Article shall retain recall rights to their former position over any eligibility list. When members are recalled from layoff, the members with the greatest classification seniority shall be recalled in order of seniority or in inverse order of layoff, when time in classification was equal. When recalled, a member's classification seniority date shall remain the same.
- Section 10.** The City shall prepare a seniority list and furnish same to the Union representative. Such list shall be considered correct unless objection is raised within ten (10) days of posting.

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ARTICLE 22

SAFETY OF VEHICLES AND EQUIPMENT

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

ARTICLE 23

INDEMNIFICATION

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

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ARTICLE 24

BULLETIN BOARDS

- Section 1.** The Union shall be entitled to reasonable use of one bulletin board in a work location established by the Fire Chief.
- Section 2.** The bulletin board shall be used for posting Union notices as follows:
- a. Notices of Union social or recreational affairs.
 - b. Notices of Union elections and results of such elections.
 - c. Notices of Union appointments and other official Union business.
- Section 3.** All notices shall be signed by a duly recognized officer of the Union.
- Section 4.** Any Union material not meeting the criteria of Section 2 and 3 of this Article may be removed by any member of management.
- Section 5.** All costs incidental to preparing and posting Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on the designated bulletin board and for maintaining such bulletin board in an orderly condition.
- Section 6.** All costs related to acquiring and installing the bulletin board will be borne by the Union. The size of the bulletin board shall not exceed 24" x 36".
- Section 7.** Duplicate copies of all notices posted shall be submitted to the Fire Chief prior to posting.
- Section 8.** If the Fire Chief feels that the material to be posted is inappropriate he will notify the Union and the notice will not be posted. However, if the Union feels that permission to post any Union notice has been unfairly withheld, it may resort to the grievance procedure up to and including the City Manager.
- Section 9.** No material will be posted on the Union bulletin board which is defamatory or obscene.

ARTICLE 25

CHECKOFF/DUES DEDUCTION

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

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

The form shall be as follows:

NOTICE TO CITY OF MADEIRA BEACH

AUTHORIZATION FOR DEDUCTION OF UNION DUES

I hereby authorize the City of Madeira Beach to deduct from my paycheck each pay period my union dues as certified to the employer by the St. Pete Beach Professional Firefighters Association, IAFF, Local 2266 in the amount of \$_____. I understand that this authorization is voluntary and I may revoke it at any time by giving the City of Madeira Beach notice in writing.

Signed: _____ Date: _____

Job Title: _____ Social Security Number: _____

Date Submitted: _____

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

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

- Section 5.** The Union agrees to pay the employer an annual fee of \$30.00 for the service of dues deductions.
- Section 6.** The City will transmit the dues deducted in any month to the Union within ten (10) calendar days of the following month except in the case of reasonable delays.
- Section 7.** In any pay period in which there is insufficient pay to cover all other duly authorized deductions, Union dues will not be deducted from an employee's pay.
- Section 8.** The Union will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union. Changes in Union membership dues will be similarly certified to the City and shall be done at least thirty (30) days in advance of the effective date of such change.
- Section 9.** The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by payroll deduction of dues assessments. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employees.

ARTICLE 26

UNION BUSINESS

- A. The Union Representative or his designee will be granted time off for attendance at conferences, conventions or seminars held outside the City of Madeira Beach from a Union business pool time account. All time off for the above Union business will be scheduled in advance and subject to operational requirements. On the first paycheck in March and September each bargaining unit employee who has completed six months probation shall place 6 hours of leave time – annual or holiday – to the Union pool time account. The proper form shall be filled out and signed each city fiscal year and is to be handled by the union.
- B. Employees covered under this Agreement will be allowed to wear their union pin on their uniform.

ARTICLE 27

EDUCATIONAL REIMBURSEMENT

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

ARTICLE 28

PRINTING OF AGREEMENT

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

ARTICLE 29

PREVAILING RIGHTS

- Section 1.** All wages, hours, and terms and conditions of employment enjoyed by bargaining unit employees as of the date of ratification of this Agreement and which are not included in the Agreement shall not be changed arbitrarily and capriciously.
- Section 2.** The Memorandum of Understanding on tobacco use shall be attached to this Agreement as Appendix B and incorporated by reference herein.

ARTICLE 30

MAINTENANCE OF CONDITIONS

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

Oct. 1, 2006 through September 30, 2009

Agreement between the City of Madeira Beach and St. Pete Beach Professional Firefighters Association,
IAFF, Local 2266

ARTICLE 31

DURATION

- Section 1.** This Agreement shall be effective upon ratification, and shall remain in full force and effect until September 30, 200~~9~~.
- Section 2.** Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing one hundred eighty (180) days prior to the expiration except if mutually agreed to otherwise.
- Section 3.** If neither party gives notice to the other as provided herein, this Agreement shall automatically be renewed for successive one-year terms thereafter.

ARTICLE 32

SAVINGS CLAUSE

- Section 1.** If any article or section of this Agreement should be found invalid unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 33

DEFERRED COMPENSATION PROGRAM

- Section 1** Employees of Local 2266 shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood that the Employer will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that the bargaining unit members may participate in. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

ARTICLE 34

NO TOBACCO USE AS A CONDITION OF EMPLOYMENT FOR NEW HIRES

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

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

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

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

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ARTICLE 35

FITNESS FOR DUTY

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

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

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

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

1. The Chief or his designee may send the employee to the City's physician, or local emergency room, if appropriate.
2. The time spent in receiving medical evaluation is charged to Administrative Leave.
3. If the medical provider states the employee is not able to perform the essential functions of their position, the time from work following the appointment, will be charged to their accumulated sick leave. If there is not sufficient sick leave available, the employee may use accumulated annual leave, holiday and compensatory time, if any.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their duly authorized Representatives on this ____ day of _____, 2006.

**FOR THE CITY OF MADEIRA BEACH,
FLORIDA**

**FOR THE ST. PETE BEACH
PROFESSIONAL FIREFIGHTERS
ASSOCIATION, IAFF, LOCAL 2266**

By _____
Charles H. Parker
Mayor

By _____
Ed Broomes, President
Union Representative

Attest Seal

By _____
Denise M. Schlegel
City Clerk

By _____
Madeira Beach Representative

APPROVED by the City Commission for the City of Madeira Beach, Florida on this _____.

By _____
Denise M. Schlegel
City Clerk