

THE
COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF
PENSACOLA AND
PENSACOLA PROFESSIONAL
FIREFIGHTERS' INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 707

FISCAL YEARS 2024-2026

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PREAMBLE

This Agreement is made and entered into by and between the City of Pensacola, Florida, which is hereinafter referred to as the "Employer," and the Pensacola Professional Firefighters, International Association of Firefighters, AFL-CIO, Local No. 707, hereinafter referred to as the "Union."

ARTICLE (1)

DEFINITIONS

- 1) "Day" shall mean a calendar day unless otherwise specified in this Agreement.
- 2) References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 3) All references to Legislative Approval, approval by Legislature or such similar phrases included in this document shall mean the actual date the legislation becomes law.

ARTICLE (2)

PURPOSE AND INTENT

SECTION 1. The purpose of this Agreement is to secure industrial peace and efficiency, enabling the Employer and its employees to provide continuing satisfactory services to the citizens of the City, to secure a healthy operation through efficient service and public satisfaction, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic understanding relative to rates of pay, hours of work and conditions of employment, designed to achieve those goals at a reasonable cost.

SECTION 2. The employees and management recognize that they are mutually dependent upon one another. Both are committed to public service and the success of that service. This success requires that both management and employees work together. The Employer, the Union and all employees are convinced that there is no reason why differences that may arise may not be peacefully and satisfactorily adjusted by sincere and patient efforts on the part of all.

SECTION 3. The Union agrees that it will support the Employer in its efforts to (a) eliminate waste and damage; (b) conserve equipment and supplies; (c) improve standards of efficiency; (d) prevent accidents; and (e) strengthen good will between the Employer, its employees and the public. This section is intended to express the purpose of this Agreement, and nothing in this section shall be considered to confer liability for monetary damages on the Union in any action in which the Union would not otherwise be liable.

ARTICLE (3)

RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

SECTION 2. The Union is recognized as the sole and exclusive bargaining representative of: all Fire Department employees in the rank of Fire Captain, Fire Lieutenant, and Professional Firefighter; excluding the Fire Chief, Deputy Fire Chief, Battalion Chief Administrative Officer, and all other employees of the City. All other types of employees and classifications of employees not in existence at the time of the certification by the Pensacola Public Employees Relations Commission dated July 13, 1988 are excluded from the coverage of this Agreement; provided that the Union shall not be deprived of the right to bargain with respect to wages, hours, terms and conditions of employment for new job classifications which may hereafter be created, should either party obtain an order from the Public Employees Relations Commission certifying the Union as bargaining agent for such classifications.

ARTICLE (4)

NO STRIKE CLAUSE

SECTION 1. No employee, Union officer, agent, or employee shall instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the Employer.

SECTION 2. In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of Employer, the Union shall take direct and immediate action to bring about a cessation of such activities.

SECTION 3. In addition to the penalties provided by law, those employees found to be in violation of the provisions of Section 1 may be held liable for any damages which are suffered by the City as a result of the violation of the provisions of this Article.

ARTICLE (5)

DUES CHECK-OFF

SECTION 1. Dues deduction is currently accomplished thru electronic fund transfers from bargaining unit member credit union share accounts to the Union monthly. The City is currently not directly involved in the deduction of Union dues. Should the existing fund transfer method of monthly dues deduction for some reason become unworkable, the City will work cooperatively with the Union to establish a system for payroll deduction of dues to be submitted monthly to the Union.

ARTICLE (6)

SEVERABILITY

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable, by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, should any change in wages, hours, or working conditions be required as a result of any subsequently enacted legislation, judicial order, conciliation agreement, or other legal requirements, the City shall give the Union notice of the action it intends to take to comply with such requirement, and shall negotiate with the Union, if requested, regarding the proposed action.

ARTICLE (7)

PROBATION & SENIORITY

SECTION 1. An appointment, employment or promotion shall not be deemed complete until a period of probation of twelve (12) months has elapsed from the date of employment or promotion; however, in no case shall the probationary period end earlier than twelve (12) months after the employee has received necessary required state certification.

SECTION 2. Employees serving a probationary period following their initial hiring shall not have recourse to the Grievance Procedures contained herein.

SECTION 3. Seniority shall first be determined by the period of service in a class or position within a chain of command (rank) within the fire department, and then by the period of service within the fire department based on hire date. In cases of equal seniority, seniority shall be determined through random selection via a draw through the Human Resources Department.

ARTICLE (8)

NO SMOKING

SECTION 1. The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.

SECTION 2. As of March 1, 1989, the City will hire as firefighters only those individuals who do not smoke, and such individuals will continue to not smoke for the duration of their employment. As of January 1, 1992, the City will hire as firefighters only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.

SECTION 3. All bargaining unit employees who were hired before March 1, 1989, will not be affected by the no smoking condition of employment which will apply to the new hires, but current employees will smoke only in designated smoking areas while on duty. After meeting and conferring with the Union, the City retains the right to designate smoking areas in each fire station.

SECTION 4. The City agrees to make reasonably available courses to stop smoking for those employees wishing to quit smoking.

ARTICLE (9)

RESIDENCY

All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida or 45 minute response time. Exceptions to this article may be granted by the City Administrator.

ARTICLE (10)
WAGES, HOURS OF WORK AND OVERTIME PAY

SECTION 1. Purpose of Article.

The purpose of this Article is to provide a basis for the computation of straight time and overtime wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week, per work period, or per year, for any employee covered by this Agreement. The City's pay records, practices, and procedures shall govern the payment of all wages.

SECTION 2. Straight Time Wage Rates.

All employees covered by this Agreement shall be paid as reflected below:

Professional Firefighter Minimum	\$43,000.00
Lieutenant Minimum:	\$53,750.00
Fire Captain Minimum:	\$64,500.00

*These amounts include the mandatory overtime adjustments.

Provisions that are set forth in the General Employees Pay Plan, shall apply also to the employees covered by this collective bargaining contract.

SECTION 3. Salary Adjustments.

From the effective date of this contract to September 30, 2023, bargaining unit members shall receive the following salary adjustments for fiscal year 2024-2026 to be paid first paycheck of October 2023:

FY 2024

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Effective October 1, 2023, each bargaining unit member will have their annual salary increased to the minimum of their current paygrade or receive a twelve (12) percent increase to his or her annual salary, whichever is greater. This wage increase will not become effective until this Agreement is fully ratified by both parties and will be retroactive to October 1, 2023.

FY 2025

Effective October 1, 2024, each bargaining unit member shall receive an additional seven (7) percent increase to his or her annual salary.

FY 2026

Effective October 1, 2025, each bargaining unit member shall receive an additional two (2) percent increase to his or her annual salary.

The City Administrator may, upon recommendation by the Fire Chief, withhold an employee's salary adjustment, if there is documented evidence that the employee is performing consistently at a level below standard during the previous year.

SECTION 4. Fire Inspectors.

The workweek for fire inspectors shall consist of seven (7) calendar days beginning at 12:00 midnight on Sunday and ending 12:00 midnight the following Sunday. Fire inspectors will be scheduled to work a 40 hour week. Daily shift times will be set by the City no earlier than 7:45 am and no later than 5:00 pm including a one hour meal period which shall not count as time worked (unless and then only to the extent of time spent in authorized calls to emergency duty). All time worked in excess of 40 hours per workweek will be compensated at a minimum of one and one-half times the straight time rate in effect as set forth in the City's salary schedule.

SECTION 5. Fire Suppression Employees.

Other than fire inspectors, all other employees covered by this Agreement will continue to be paid pursuant to the partial overtime pay exemption provided by 29 U.S.C. Section 207(k). The "work period" will continue to be a minimum of twenty-one (21) calendar days beginning immediately after 8:00 a.m. on Sunday and ending at 8:00 a.m. the third following Sunday. Fire suppression employees will be scheduled to work 24 hours on duty and 48 hours off duty, for a total of 168 hours of scheduled duty time during each 21 day work period. All fire suppression employees who work more than one hundred fifty-nine (159) hours during a 21 day work period will be compensated for such additional hours at a minimum of one and one-half times the straight time rate in effect as set forth in the City's wage schedule.

SECTION 6. Watch Captains

The parties agree that there shall be one watch captain on each watch. A committee is established for the duration of this Agreement to evaluate rules and regulations regarding watch captains. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will

provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation.

SECTION 7. Overtime.

The Fire Department may offer the opportunity to work unscheduled overtime through the use of three alphabetized lists, one per watch, without regard to rank. This established list is for fire suppression activities only.

SECTION 8. Time Worked.

For the purpose of calculating overtime pay, scheduled sick leave should be considered as "time worked" in the appropriate work period. Leave taken as annual leave will not be considered as "time worked" for purposes of overtime calculation.

SECTION 9. Working Out of Class Pay.

Bargaining unit members working temporarily in a higher class for more than five (5) consecutive watches will be paid out-of-class differential pay incentive of 10% premium on their base wage beginning with their 6th consecutive watch. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when the vacancy has resulted from military leave as defined by USERRA, an illness that qualifies under FMLA, on-the-job injury or a job vacancy that is a position duly created and still existent but not occupied by an employee. Such differential pay shall begin only after the employee has performed the complete duties for five consecutive (5) watches and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the five(5) consecutive watches have been completed. Out-of-class differential shall be paid with the employee's regular compensation and is pensionable. Complete records of such out-of-class differential work shall be submitted to the Department of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. Employees approved for acting out of class assignments must requalify every time a new event occurs.

SECTION 10. Pay Adjustment upon Promotion

Upon successful promotion from the rank of Firefighter to the rank of Lieutenant or from the rank of Lieutenant to the rank of Captain, employees shall have their base pay increased 10% or shall be moved to the new minimum of the pay scale for their new rank, whichever is greater.

SECTION 11. Special Duty Overtime

The special projects will be listed or advertised on an electronic bulletin board, which shall contain two (2) lists. The first list will provide the project description and the necessary qualifications. The second will be an alphabetical list of volunteers including their qualifications.

If an individual is skipped for lack of qualifications, he/she will remain at the top of the list. If assigned to Special Project overtime, the employee may not sign up for overtime, as described in Article X Section 7, on the dates listed for a special project.

Examples:

Project List & Qualifications

EMT Instructor

Class: OB/GYN

Qualification: EMT

Quantity: 2 instructors

Begin Date: 1/12/01 End

Date: 1/15/01

Personnel Selected: Allen, Longsworth

Volunteer Overtime List

Employee Name	Qualifications
Allen	EMT, Paramedic
Bridwell	1 st Responder, FS Instructor
Fennel	Tree Surgeon
Longsworth	EMT, Paramedic

ARTICLE (11)

GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined as an allegation made during the term of this Agreement that the Employer has violated a specific provision of this Agreement. Employees who are not members of the Union may utilize the Grievance Procedure established by this Article, but the Union is in no way responsible for non-members' utilization of this article.

SECTION 2. Under no circumstance shall there be a suspension or slowdown of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of such succeeding level of supervision. No grievance shall be considered unless it is processed in complete accordance with the following steps:

STEP 1. There shall be a discussion between the employee and the Battalion Chief involved.

STEP 2. If the grievance is not resolved in Step 1, the Union may, within ten (10) calendar days of the alleged violation, reduce the grievance to writing on a grievance form and present it to the Fire Chief. The grievance form shall specify the particular Article, Section and provision of this Agreement alleged to have been violated, shall contain a complete and detailed statement of the facts upon which the grievance is based, including date of occurrence, shall specify the proposed remedy, shall be signed and dated by the employee or (if applicable) by his Union representative. Grievances submitted which do not contain the above information shall be considered null and void. Upon receipt of the grievance, the Chief or his designee shall record the time and date of receipt, shall consider the written grievance, shall investigate the same to the extent he chooses, and shall resolve or deny the grievance within ten (10) calendar days.

STEP 3. If the Union is dissatisfied with the decision rendered in Step 2, and the Union desires to further pursue the grievance, it shall present a letter of appeal to the City Administrator or his designee within ten (10) calendar days following the decision of the Fire Chief or his designee on the grievance in Step 2. The City Administrator or his designee shall consider the written grievance, investigate the same to the extent he chooses, and resolve or deny the grievance within fifteen (15) calendar days.

STEP 4. Within ten (10) calendar days following the decision by the City Administrator or his designee, if the Union chooses to proceed further on the grievance, it shall present to the City Administrator or his designee a written request for a Step 4 meeting concerning the grievance, to which shall be attached copies of the written grievance submitted in Step 2 and Step 3 letter of appeal. A meeting shall be held at the convenience of the parties between the grievant, the grievant's Union representative (if applicable), and the City Administrator or his designee and their representative, and the City Administrator or his designee shall resolve or deny the grievance within fifteen (15) calendar days.

SECTION 3. Submission to Arbitration. In the event any grievance which has been timely brought during the term of this Agreement under Section 4 of this Article cannot be satisfactorily adjusted in accordance with Section 2 of this Article, either the Union or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation Service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within twenty (20) calendar days of receipt by the Union of the decision in Step 4, or the right to pursue arbitration shall have been waived. The Union shall retain the exclusive authority to decide which, if any, union member grievances shall be forwarded to arbitration.

SECTION 4. The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced in writing in the manner specified, timely filed and pursued at each step of the grievance procedure, and timely submitted to arbitration. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next step of the grievance procedure. Time limits may not be extended except by a written mutual agreement signed by representatives of both parties. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a waiver of any issue as to arbitrability.

SECTION 5. Absent permission from the Employer, grievances must be processed outside of the scheduled working hours of any employee involved in the grievance.

ARTICLE (12)

ARBITRATION

SECTION 1. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall flip a coin to determine who has the first strike. The party losing the coin flip shall strike a name from the list first; the other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

SECTION 2. Each party shall have the right to reject one complete panel of arbitrators and request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with Section 1. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

SECTION 3. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Section 2, Step 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld.

SECTION 4. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific terms of this Agreement, and to a determination of (a) whether the grievance is arbitrable, and (b) whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

SECTION 5. The Employer may not be compelled to arbitrate any grievance not alleged to have occurred during the term of this Agreement.

SECTION 6. Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties. The fees of the arbitrator shall be divided equally between the parties. The costs associated with the appearance of the court reporter and a copy of the transcript for the arbitrator shall be divided equally between the parties. Any party requesting a transcript copy for their use will bear its cost, unless otherwise agreed.

SECTION 7. The arbitrator shall have no authority to assess any compensatory or punitive damages, nor to impose as a remedy any back pay to any employees or individuals who are not grievants. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers' compensation benefits (except medical), earned by the grievant, during any period of unemployment for which back pay is awarded.

ARTICLE (13)

MANAGEMENT RIGHTS

SECTION 1. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

Additionally the City shall enjoy and retain any additional or expanded right granted to public employers through any decision issued by the Public Employee Relations Commission.

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 Council.

The City shall enforce and comply with the provisions of this Agreement so as not to violate the City Charter.

SECTION 2. Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

ARTICLE (14)

WORK RULES

SECTION 1. It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions. It is understood and agreed that members of the bargaining unit may be required to change shifts from time to time; best efforts will be made to provide thirty (30) days' advance notice to bargaining unit members of such changes, although meeting public safety needs as determined solely in the discretion of management may not permit such notice

SECTION 2. Except where expressly modified by any provision of this Agreement, the Rules, Regulations and Procedures of the Pensacola Fire Department shall govern the relationship between the Employer and the employees covered by this Agreement. Any of the Fire Department Rules, Regulations and Procedures in conflict with this Agreement shall be of no force and effect. "A committee is established for the duration of this Agreement to discuss the Rules, Regulations and Procedures of the Pensacola Fire Department. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation.

SECTION 3. Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the Union as provided in the grievance and arbitration provisions of this Agreement.

ARTICLE (15)

PROMOTIONAL PROCESS & PROMOTIONAL REQUIREMENT EXAMINATION COMMITTEE

When a vacant position is to be filled by promotion within the Fire Department, these procedures apply:

SECTION 1. Study Materials and information for promotional testing will be posted a minimum of 90 days prior to a job announcement posting.

SECTION 2. Job announcements will be posted a minimum of 30 days prior to conducting a promotional examination.

SECTION 3. Examinations may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, or any combination thereof. Examination components will total 100%.

SECTION 4. If it is determined that a vacancy shall be filled from a promotional eligible register, a list shall be certified which contains the names of five (5) persons and ties (which can be created by adding points but not take points away from an applicant) having the highest promotional grades as hereinafter provided, and the vacant position shall be filled by the appointing authority by selection from said promotional eligible list. The list may contain less than five (5) names if five (5) persons do not meet the minimum qualifications for the position, or attain the required promotional grade; however, anytime a promotional eligible list cannot be certified with the required minimum number of candidates, the appointing authority may request a new examination.

SECTION 5. The following procedures will be followed to establish a current eligible register:

- a) The Fire Department shall prepare and administer examinations which shall be practical and objectively measure the relative capabilities of the applicant to perform the duties of the position. All persons within the department who meet the minimum qualifications established by the Promotional Qualification Committee (as defined below) for the position shall be eligible to take the promotional examination. Announcement of each examination shall be publicized for a minimum of thirty (30) calendar days prior to the application deadline specified in the announcement. Applications for each examination must be filed with the Human Resource Department prior to the designated deadline and all necessary records, licenses, certificates, transcripts and other documents of proofs must be submitted prior to the examination.
- b) The examination process shall include a written test and a performance test. The examination factor, assigned weights and scoring methods shall be included in the examination announcements. The total value of all questions on any wholly written examination shall be one hundred percent (100%). The total percentage value on any combination of examinations shall be one hundred percent (100%).

- c) No person shall be promoted who has a promotional grade of less than seventy percent (70%), or a promotional examination score of less than seventy percent (70%). If a promotional examination score of seventy percent (70%) is attained, the total percent made upon such examination shall be added to the total number of points allowed for seniority defined as follows. Seniority Points: Points added to a passing score on a promotional examination to arrive at the total examination grade. For Lieutenants seeking promotion to the rank of Captain, these points shall be computed on the basis of one (1) percentage point for each full year of service as a Lieutenant. For Firefighters seeking promotion to the rank of Lieutenant, these points shall be computed on the basis of one (1) percentage point for each full year of service within the Fire Department, to a maximum of ten (10) points.
- d) Each such register shall stand for a period of two (2) years from the date the original promotional eligible list is certified. This 2 year period may not be extended. Additional promotional examinations may be given to supplement a current register which contains less than five (5) qualified persons, and the names of the successful examinees shall be in order behind the existing names on the register. If there is a significant change in special and minimum requirement and qualifications for a position, the Human Resources Director may cancel and terminate an existing eligible register and establish a new register of eligibles. The establishment of a new register shall require a new application and examination of each applicant.

SECTION 6. Definitions

Eligible List – A list of names taken from the eligible register, of the top (5) five candidates and ties. Names are listed in rank order according to their final overall score on the promotional testing.

Eligible Register: A register of names of all eligible applicants who have obtained a passing score on the overall examination process, listed in rank order according to their final overall score.

SECTION 7. A committee shall be formed to develop promotional qualification requirements for Fire Lieutenant and Fire Captain. This six-member committee shall consist of one Fire Captain and one Lieutenant, ~~one~~ selected by the Union, and one Fire Captain and one Lieutenant, ~~one~~ selected by the Fire Chief or designee; one representative of the Fire Chief's Management Team; and one representative from Human Resources. The Committee's purpose is to develop and present promotional qualifications for approval by the Fire Chief.

SECTION 8. When changing promotional requirements the City must give a minimum of 2 years prior notice to said change or changes.

SECTION 9. Review of testing material

Following the testing, all test participants shall be provided the opportunity to review their test, the scoring and all answers and worksheet materials utilized during the testing to determine areas in which they might need improvement. It is understood that the participant shall not be permitted to copy or photograph the materials and may not take notes during the review. Additionally it is understood that no test materials shall be permitted to leave the control of the City at any time.

ARTICLE (16)

HEALTH AND LIFE INSURANCE

SECTION 1. The City will make available the same health and life insurance programs on a group basis to bargaining unit employees as are made available to all other non-managerial City employees. The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

SECTION 2. The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

SECTION 3. The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article. The City reserves the right to terminate the group insurance program or any part thereof for all City employees at any time with prior notice to the Union.

SECTION 4. Upon notification by the Union, in its sole discretion, the City shall exclude all bargaining unit employees and Fire Department uniformed retirees from the City's group health and life insurance programs, and will cease deducting employee and retiree insurance premium amounts from compensation checks; the City will, in such event, make contributions towards the cost of such alternative insurance as the Union may designate, in the same amounts as the City contributes for all non-managerial City employees and retirees respectively, for each employee and retiree participating in such alternative insurance. Provided, however, that such notification must be given no less than ninety (90) days prior to the contract renewal date of the City's group health and life insurance programs.

SECTION 5. "A committee is established for the duration of this Agreement to discuss the impact and logistics of establishing a health savings account. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation.

ARTICLE (17)

LIFE INSURANCE BENEFITS

SECTION 1. The City will provide members of the bargaining unit those life insurance and death benefits for survivors as required by Federal and State laws. Additional life insurance may be purchased by members of the bargaining unit, under the City's group policy, with the employee paying the cost and those additional benefits shall be portable after 10 years of service, at the employee's continued expense, upon separation from the City.

SECTION 2. The voluntary life insurance benefit (currently provided by American General) shall be portable, at the employee's continued expense, upon separation from the City. Additionally the life insurance benefits (currently provided by Sun Life) shall be portable, at the employee's continued expense, upon separation from the City provided the employee has vested in the benefit through the completion of 10 years of service with the City prior to separation. No life insurance benefit shall be portable for employees who are terminated.

SECTION 3. Notwithstanding anything contained herein, the City will endeavor to maintain the provisions of this Article but the portability of life insurance benefits shall be subject to the insurance contract between the Life Insurance Company and the City.

ARTICLE (18)

TRAINING

SECTION 1. When employees attend required training, they will be compensated in accordance with the provisions of the Fair Labor Standards Act.

SECTION 2. Training will be deemed to be required only when an employee is given a direct order by the Fire Chief or his/her designee to attend training. Thus, if the City merely advises employees of available training courses and offers to pay all or part of course tuition, but does not order an employee to attend the courses, any employee attending courses will be engaged in voluntary training, and thus will not be engaged in compensable work hours.

ARTICLE (19)

MILEAGE

SECTION 1. Employees who are ordered to report to another station after reporting to their regular duty station, and use their personal vehicle for transportation to the other station, will be eligible for mileage reimbursement at the rate as approved by the Florida Department of Management Services for the number of miles driving the most direct and shortest route from their regular duty station to the other assigned station. This rate changes from time to time, and it is agreed that it shall be changed as may be necessary during the term of this Agreement without collective bargaining on the subject.

SECTION 2. Mileage will not be paid for the trip from the employee's home to the employee's assigned place of duty, or from the assigned place of duty to the employee's home.

ARTICLE (20)

UNIFORMS

SECTION 1. Bargaining Unit members will be allowed to select any number or arrangement of uniform articles from a menu of department approved items, up to an allowed amount of \$ 450.00 per fiscal year. The City agrees to continue its practice of furnishing uniforms for newly-hired bargaining unit employees to include three (3) dress shirts, three (3) uniform pants and four (4) tee-shirts and shoes and a jacket.

Except when members are on Building Survey, Home Safety Survey, Lecture and Demonstrations, Station Tours or otherwise meeting the Public in a non-emergency fashion, they will be allowed to wear the uniform t-shirt provided. It shall be the obligation of each employee to maintain such items in good and presentable condition. All Fire Department personnel shall wear currently issued uniforms. Obsolete uniform clothing shall not be worn on duty by Fire Department personnel. It shall be the obligation of the City to replace torn or damaged articles as deemed necessary by the Fire Chief or his designee. The selections will be based on their individual needs in order to maintain a complete set of serviceable uniforms. Deviation from the allotment will be at the discretion of the Fire Chief. All Bargaining Unit members will be allowed to begin purchasing dress (Class A) uniform items within their annual allotment.

Any additional costs related to the issuance of plus size uniforms will be borne by the Fire Department. Paramedic and EMT patches are considered optional and the cost associated with these items will be borne by the member.

Collective Bargaining Unit members may substitute items on the approved uniform clothing list for other approved uniform clothing items offered by the same department contract vendor not to exceed the total uniform allowance per employee per year. The type and quality of uniform will be determined by the City.

SECTION 2. Protective clothing and other equipment required by the City to be worn or carried by employees shall be furnished by the City outside the uniform allowance provided for in Section 1 above, the type and quality to be determined by the City. Replacement of protective clothing and equipment will be determined and implemented in the exclusive judgment of the Fire Chief. Protective clothing and other equipment, when provided, must be used. Neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

SECTION 3. No article of clothing or equipment provided for herein shall be utilized during off-duty hours, except as authorized by the Fire Chief or his designee.

ARTICLE (21)

PERSONNEL FILES

SECTION 1. An employee has the right to examine his or her own personnel file in the presence of the Chief Human Resource Director or his/her designee. Employees are responsible for providing any document such as birth certificates or records of educational courses completed which should be part of their personnel files.

SECTION 2. Disciplinary documents, such as letters of reprimand, counseling letters, suspensions and fines, and performance related correspondence such as performance appraisals and letters of correction and commendation, shall be read and signed by the employee. Employee signatures on such documents do not imply agreement with the document; rather, it is simply an acknowledgment of the document in the employee's personnel file.

SECTION 3. The employee is responsible for providing current address and telephone information to the Fire Department.

ARTICLE (22)

WATCH EXCHANGE

The City retains the right to determine and modify organizational structure; to select, direct, transfer, assign and determine the personnel for each watch and station. However, fire suppression employees may exchange watches on a voluntary basis, with the watches to be “repaid” within one year, provided that a minimum of 48 hours prior notice is given. A swapped watch shall count as time worked for the individual normally scheduled for the watch, rather than for the individual who actually works the watch, as provided under the Fair Labor Standards Act. There will be no voluntary exchange of shifts by bargaining unit employees without express permission of the Fire Chief or his designee.

ARTICLE (23)

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Human Resources Manual dated October 19, 2020 and in accordance with the State Statute, Chapter 440 and/or Florida Administrative Code 69(l).

ARTICLE (24)

MILITARY LEAVE

SECTION 1. Military leave is administered in accordance with State and Federal law and is considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

a. Extended Military Leave

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Chief Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count, without loss of personal time off leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.
- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
 - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.

(b) Continue all other employee benefits such as time accrual for purposes of personal time off leave, annual increments, and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

b. Military Leave for Training Purposes

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Florida Statute 115.07 gives a maximum period of two hundred forty (240) hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of two hundred forty (240) hours are to be without pay.
- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to the Fire Chief or designee at least two (2) weeks in advance.

The City reserves the right to amend provisions of this policy, provided that such provisions remain the same as those available to all other non-managerial City employees.

ARTICLE (25)

FUNERAL LEAVE

SECTION 1. In the event of a death in the employee's immediate family, which is defined as spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle of the employee and of their spouse, or City of Pensacola, Florida Domestic Partnership Registry registered domestic partner of the employee, the employee shall be granted funeral leave. For the purposes of this section, registered domestic partner shall be defined as someone with whom the employee has maintained a strong familial relationship and with whom the employee has cohabitated for a period of five or more years and who is on the City of Pensacola, Florida Domestic Partnership Registry.

SECTION 2. Fire suppression employees may be allowed thirty-six (36) consecutively scheduled hours; fire prevention employees may be allowed three (3) eight hour consecutive calendar days of leave.

SECTION 3. Funeral leave shall be compensated at the straight-time rate of pay for each hour the employee would have worked had the employee not been absent on such leave. The Employer may request verification of the death.

The City recognizes that the above policy does not cover every situation and that the days provided will not necessarily always be sufficient. For this reason employees may, with the approval of the Fire Chief or his/her designee use PTO leave to supplement the funeral leave policy.

ARTICLE (26)

INCENTIVE PROGRAM

SECTION 1. Educational salary incentive compensation for firefighters shall be paid from the general fund of the City.

SECTION 2. Educational salary incentive compensation for firefighters shall be paid only to those uniformed active firefighters, and not to fire pensioners.

SECTION 3. The Fire Incentive Program shall be managed per the Fire Incentive Policy as established and maintained by the Human Resources Department upon the abolishment of the Fire Incentive Board by City Council on August 11, 2016.

SECTION 4. Any unit member at the rank of Professional Firefighter or higher may receive up to one hundred thirty dollars (\$130.00) monthly through the education salary incentive program as follows:

(1) Basic certifications.

- a. Twenty-five dollars (\$25.00) monthly allowance payable after one year on the job and full certification.
- b. Certification indicates that the individual has successfully completed the state requirements for fire as delineated by the Florida Firefighters Standards and Training Council.

(2) Career development.

- a. Twenty dollars (\$20.00) monthly allowance payable for each eighty (80) hours completed of approved courses.
- b. Career development is defined as courses that may be taken which are generally not considered purely academic in nature. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.
- c. There are three (3) levels within the career development track:
 - 1. Level I. The maximum any Professional Firefighter or Lieutenant (with certification) may obtain by completing the approved courses is forty dollars (\$40.00) monthly; provided, further, that he has never been listed on the roster for promotion within the Fire Department of the City.

2. Level II. The maximum any Professional Firefighter or Lieutenant may obtain by completing the approved courses is sixty dollars (\$60.00) monthly; provided further that he has become eligible and has appeared on the roster for Fire Lieutenant, or above within the Fire Department of the City and has completed approved management courses. Successful completion of management courses without being on or having appeared on the City's roster for appointment to Fire Lieutenant or above will not qualify an individual for this level.

3. Level III. Maximum allowed for Lieutenant or above who has completed approved management courses is eighty dollars (\$80.00) monthly.

(3) Academic development.

a. Academic development denotes the amount paid for an approved associate's degree, bachelor's degree or equivalent. No payment is made if an applicant is hired with one of these degrees until one full year on the job. No payment is allowed until the degree is completed or sixty (60) approved equivalent semester hours are accumulated and presented for certification to the fire education incentive board. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.

b. Thirty dollars (\$30.00) monthly allowance payable for approved A.A. or A.S. degree, or sixty (60) equivalent and approved hours.

c. Eighty dollars (\$80.00) monthly allowance payable for approved B.A. or B.S. degree. The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) previously described under subsection (3) b herein.

SECTION 5. The most payable monthly under academic development without any career development courses is:

(1) Associate's degree or equivalent, thirty dollars (\$30.00) plus twenty-five dollars (\$25.00) equals fifty-five dollars (\$55.00).

(2) Bachelor's or higher degree, eighty dollars (\$80.00) plus twenty-five dollars (\$25.00) equals one hundred five dollars (\$105.00). The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) paid for the associate's degree or equivalent.

SECTION 6. The maximum monthly payment for the educational salary incentive compensation (Sections 1-5 above) is one hundred thirty dollars (\$130.00). This can only be achieved after one full year of service to the City within the Fire Department as a uniformed firefighter, state recognized certification as a firefighter and a combination of career development courses as approved by the fire education incentive board, and at least a two-year college degree.

SECTION 7. Any compensation provided for pursuant to this Article (Sections 1-5 above) shall be offset by the amount of any supplemental compensation received from the state pursuant to F.S. section 633.382.

SECTION 8. Emergency Medical Technician (EMT) incentive: Effective upon full ratification of this Agreement by both Parties, all bargaining unit employees will be eligible to receive a \$3,000.00 pay incentive to their base pay per year for obtaining and maintaining a Florida Emergency Medical Technician ("EMT") Certification. This EMT incentive pay will be payable in equal distributions in their regular payroll checks and will continue through the term of this Collective Bargaining Agreement provided that the employee maintains his/her EMT license in good standing. These payments are pensionable.

ARTICLE (27)

LEGAL COUNSEL

The defense of civil actions against bargaining unit employees shall be governed by the provisions of Florida Statutes 111.07 and 111.071.

ARTICLE (28)

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the City Administrator or his/her designee accept outside employment, provided that no such outside employment conflicts with the employees' duties as may be assigned and required from time to time by the Employer, interferes with the availability of the employee for such duties, and does not constitute a conflict of interest. Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services and other required duties during off-duty hours.

Employees currently engaged in outside employment shall report such employment to the City Administrator within thirty (30) days of the effective date of this Agreement.

Disputes concerning approval or disapproval of outside employment shall be subject to the grievance/arbitration procedure.

ARTICLE (29)

COURT APPEARANCES

An employee required as the result of the work they have performed for the Employer to appear in court, at a deposition, or at any hearing, shall be compensated for the time necessary for such appearance as if such time were time worked under this Agreement.

ARTICLE (30)

ACCOMMODATIONS AND MAINTENANCE

SECTION 1. The City reserves the right to determine the accommodations they will provide at each station, including but not limited to kitchen supplies, telephones, cooking equipment, laundering equipment, television, radios.

SECTION 2. Common Mess

All stations meals will be conducted under a common mess with contributions by each employee on a shift, even if the employee chooses not to eat the meal.

The City shall not be responsible to collect contributions or contribute to the meal arrangements.

ARTICLE (31)

UNION BUSINESS

SECTION 1. The Union, and all employees covered by this Agreement, shall comply with the requirements and prohibitions of Section 447.509, Florida Statutes, and Section 9-4-3 of the City of Pensacola Code.

SECTION 2. The Union, and all employees covered by this Agreement, agree to comply strictly with the requirements of Chapter 496, Florida Statutes.

ARTICLE (32)

BULLETIN BOARDS

SECTION 1. The City agrees to provide space for the Union to erect, at the Union's expense, one bulletin board, not to exceed thirty-six inches (36") by thirty-six inches (36"), at each station. The location of each bulletin board shall be approved by the Fire Chief or his designee. The Union shall be responsible for purchasing and erecting boards.

SECTION 2. These bulletin boards shall be used for posting Union notices, but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections
- c. Notices of Union meetings
- d. Notices of Union appointments and other official Union business
- e. Minutes of Union meetings

All costs incidental to preparing and posting of Union materials shall be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition.

ARTICLE (33)

LAYOFFS AND RECALLS

SECTION 1. The Employer may lay off employees whenever, in its sole discretion, it determines a reduction in workforce to be in the best interests of the City. The City will certify the number of excess employees and classes/ranks to be reduced and/or eliminated.

SECTION 2. For the purposes of this article, reductions and layoffs will be determined by statutory requirement (i.e. veteran preference in retention) and by seniority. The employee standing lowest within the class or rank to be eliminated will be the first reduced in rank. This method of reduction continues until the certified number of employees in the lowest rank has been discharged. When employees have equal seniority within the rank, seniority will next be determined by the length of the employee's continuous service in the Fire Department as shown in the employer's records. An employee's length of service for these purposes is deemed continuous while on leave due to illness, accident, or a status protected by law, such as military service.

SECTION 3. Employees who have been laid off are responsible for maintaining up-to-date information on file with the City, including the address to which a return-to-work notice would be sent.

SECTION 4. Employees will be recalled based on seniority as described above. By certified letter to the address on file, the City will notify a recalled employee at least three (3) weeks prior to the date the individual is to report to work. The recalled employee must respond within three (3) days of notification. The employee may be required to update personal information and to complete an employment screening process to ensure he or she is qualified to return to work.

SECTION 5. Any recalled employee who fails to respond within three (3) days after notification, or fails to comply with these conditions, or fails without an excuse the City regards as reasonable to report for work, shall be considered to have abandoned his/her position.

ARTICLE (34)

HOLIDAYS

SECTION 1. Personal Holidays

Employees will receive two twenty four (24) hour days, of personal holiday time per year. At least one 24 hour personal holiday must be taken prior to July 1st of each year. If this day is not taken, then the day will be forfeited. These personal holidays may be taken up to but no later than December 31st of each year. Approval must be granted by the Fire Chief or his/her designee. Such approval shall not be unreasonably withheld.

However, in the first year of employment individuals who start working during the month of January, February and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year.

SECTION 2. Holiday Pay

Effective upon ratification of this Agreement, all bargaining unit members shall be paid twelve (12) hours holiday pay at the overtime rate of time-and-one-half their regular rate of pay for New Year's Day; Martin Luther King Jr. Day, Memorial Day; Juneteenth, July 4th; Labor Day; Veteran's Day; Thanksgiving Day, the Day After Thanksgiving; and Christmas Day.

SECTION 3. Anniversary Personal Holiday (PH)

Employees shall receive 24 hours of anniversary holiday personal leave for the completion of each five years of service to the City during their career. Anniversary PH hours shall be awarded in the employee's fifth year anniversary month. Anniversary PH hours must be used within 12 months of being earned.

ARTICLE (35)

VACATION SCHEDULE

ANNUAL SELECTION

SECTION 1. Each month will be segmented into two vacation periods, each containing six vacation slots being five shifts in length (approximately two weeks). There may be two (2) Fire Captains, or two (2) Fire Lieutenants or one (1) of each rank; and two (2) Lieutenants or two (2) Firefighters per watch on vacation during each vacation slot at the same time.

SECTION 2. The selection process will be as follows: Employees within each watch will choose their first vacation by rank. Fire Captains, will choose by seniority in rank, followed by Lieutenants and then Professional Firefighters. Within each rank, selection will be made by seniority in rank. Fire Captains and Fire Lieutenants on the same watch, stationed at single truck stations, may not choose coinciding vacation slots, except with approval; of the Battalion Chief.

After all employees have made their first selection, employees shall choose their second and third vacation under the same terms and conditions of the first selection.

REMAINING VACATION SELECTION

SECTION 3. After all first, second and third selections have been completed; if there are available remaining open vacation slots of the initial six that were available daily, employees shall be permitted to take PTO as vacation leave on a day-by-day and first-come, first-approved basis with approval of the Battalion Chief provided the request is made to the Battalion Chief not later than 7:00am the morning of the shift for which the employee requests to utilize the leave.

For purposes of this Article, employees on other forms of leave (i.e. funeral leave, administrative leave, union leave, pension school leave, PTO as sick leave, personal holiday, anniversary personal holiday, special assignment, workers compensation leave, military leave or, leave of absence etc.) shall not be counted against the six available daily slots that are available for bargaining unit members to utilize PTO as vacation.

ARTICLE (36)

LEAVE PROGRAMS

SECTION 1. Personal Time Off -Leaves of Absence.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

(1) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors may consider same day request.

a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the City Clinic stating:

1) The nature of illness or injury;

2) That the employee was incapacitated for work for the duration of his absence;

3) The employee is physically able to return to work and perform his duties;

4) That the employee has no contagious disease, which would jeopardize the health of other employees.

b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the City Clinic concerning any illness or injury beginning with the first day of absence.

c. If an employee is absent and an excuse is felt necessary, the Fire Chief or designee may request the City Nurse to verify the reason for absence.

(2) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(3) Accrual of time.

Employees covered by this agreement will be credited thirty eight (38) hours personal time off for each month of service.

(4) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid the balance of their accrued PTO, but such pay shall not exceed the maximum of seven hundred twenty (720) hours. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing.

SECTION 2. Leave Sharing Program

A leave sharing program is hereby established for all employees. The City Administrator shall establish the procedure by which the Chief Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), longevity and other benefits.

a. Scope and Purpose

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

b. Eligibility

The employee requesting donations of leave must have:

- worked for a minimum of six (6) months; and
- exhausted all earned leave.

c. Leave Use

Request for leave can be made for:

- the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
- the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle.

d. Leave Donation Restrictions

Employees can donate up to half the leave they have available in their PTO and Auxiliary PTO accounts. Employees may receive up to six (6) months maximum of donated leave. Donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

e. Administration

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Chief Human Resources Director for verification of leave balance. This form will be forwarded to the Financial Services Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

f. Tax Treatment

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

SECTION 3. Leave Accrual

The PTO leave balances for members of the bargaining unit shall be compensated by the City from a maximum accumulation of 720 hours. Hours accumulated above 720 will not be compensated. Hours that are accumulated in excess of 720 hours per year will be transferred to an auxiliary leave account, restricted for FMLA leave use.

ARTICLE (37)
PENSIONS

SECTION 1. The Firefighters' Relief and Pension Fund shall be administered according to State Law and City Ordinance.

SECTION 2. Firefighters' Relief and Pension Fund Changes:

The Union agrees to cooperate with the City of Pensacola in making the following changes to the existing Firefighters' Relief and Pension Fund provisions as soon as practical:

OT TOWARDS PENSION

- Overtime (300 Hours): Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible to have up to 300 overtime hours per year (including additional regular pay) included in their pensionable income. The pensionable OT cap DOES NOT include OTA.

CALCULATION OF FINAL COMPENSATION FOR PENSION

- Those employees with 20 years or more of service as of June 10, 2015 continue with calculations of average final compensation based on best 2 out of the last 5 years.
- Those with less than 20 years of service as of June 10, 2015 will have their average final compensation for pension calculated based on best 5 out of the last 5 years.

CITY DROP PROGRAM

For purposes of this article only:

- Those employees in the DROP or entering the DROP on or before June 10, 2015 will continue to receive status quo.
- Those employees who enter the DROP AFTER June 10, 2015 will receive a 1.3% guaranteed rate of return on their DROP monies.

COLA FOR FUTURE RETIREES

Those employees participating in the DROP on or BEFORE June 10, 2015 will continue to receive status quo with respect to COLA adjustments on post-DROP retirement benefits.

- Those employees entering the DROP AFTER June 10, 2015 will be eligible to receive UP TO a maximum 2% annual COLA on their post-DROP retirement benefits (using the same formula that has always been used)
- Employees hired AFTER June 10, 2015 will be eligible to receive UP TO a maximum 1.25% COLA on their post-DROP retirement benefits (using the same formula that has always been used.)

SPOUSAL BENEFIT & SOCIAL SECURITY REPLACEMENT

- Joint and Survivor Benefit: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible for a Joint and Survivor Benefit pension benefit of a 75% joint and survivor annuity.
- Remarriage of Surviving Spouse: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, pension benefits will continue to be paid to the surviving spouse of a deceased retiree upon remarriage of the surviving spouse.

PENSION CONTRIBUTIONS

- Pension contributions for ALL employee, including those hired in the future will remain at 11%.

MILITARY BUY BACK

- The City will continue to offer an actuarially determined cost-neutral Military Buy-Back Plan that is commensurate with the Plan offered to the City's Police Officers.

All other portions of the existing Chapter 175 pension plan shall remain unchanged.

SECTION 3. The Officers of Local 707 will cooperate with the City's representatives in meeting with members of the Legislative Delegation in an effort to get the above provisions approved by the State Legislature during the 2021 State of Florida Legislative Session. This cooperation may include meetings with elected officials at their offices in and around Pensacola, meetings with elected officials at their offices in Tallahassee, drafting letters of support and seeking the assistance of Officers of the Florida Professional Firefighters in getting the necessary legislation passed during the 2021 Legislative Session.

SECTION 4. Pursuant to Florida Statute 175.351 the Firefighters' Relief and Pension Plan will provide for a 401 Deferred Contribution Plan with the Firefighters' Relief and Pension Plan. Pursuant to Florida Statute 175.351 mutual consent is required for deviations from the default rules on the uses of premium tax revenues. The Firefighters' Relief and Pension Plan states the following use of the insurance proceeds in Article VI Section 4(b). "By the net proceeds of the 1.85-percent excise or license tax levied and collected under the authority of chapter 19112, Laws of Florida, 1939, as amended, which may be imposed by the City of Pensacola upon certain insurance companies or other insurers against loss by fire and tornado on their gross receipts of premiums from holders of policies, which policies cover property within the corporation limits of such municipality, or any additional amount that may hereafter be levied and collected. This revenue shall be used first to fund the cost-of-living adjustment provision, then the benefit for seventy-five (75) percent of compensation with twenty five (25) years of service on normal pension benefits, and then any remaining amount shall be used for the remaining benefits of the plan. If the receipt of this money is not sufficient to pay all benefits of the plan, nevertheless, all benefits of the plan shall be paid." As a part of the contract both parties mutually consent to the use of insurance proceeds and any accumulated insurance proceeds balance (reflected in the Firefighters' Relief and Pension Plan actuarial valuation) as stated in this paragraph.

ARTICLE (38)

SECTION 125 PLANS

SECTION 1. The City will make available a Section 125 plan on a group basis to bargaining unit employees to the same degree that such a plan is provided to other non-managerial City employees.

SECTION 2. The City reserves the right to terminate or alter provisions of the Section 125 plan or any part thereof for unit members on the same terms as all other City employees, but agrees to provide the Union notice and an opportunity for the Union to request and participate in impact bargaining before the change is made.

SECTION 3. The wages of employees for pension contributions and pension benefit purposes will be based on the gross wages, before the Section 125 redirection.

SECTION 4. Nothing herein, or in the Section 125 plan, except requirements established by the Internal Revenue Service governing the administration of such plans, shall affect the provisions for Health and Life Insurance under Article XV.

SECTION 5. If the City implements a Retirement Health Savings Plan during the life of this contract the collective bargaining members will be eligible at implementation date.

ARTICLE (39)

DEFERRED COMPENSATION

SECTION 1. Bargaining unit members will be eligible to participate in the deferred compensation program, as established under Article IV Deferred Compensation Plan, Division 1. "For Non-Social Security Participants employed since January 1, 1960" of the Pensacola Code, as it conforms to Section 457 of the U.S. Internal Revenue Code, provided that the City will make no contributions to the deferred compensation account of any employee participating under this plan.

SECTION 2. Any employee under this collective bargaining agreement will be allowed to enter the plan at each annual enrollment period.

ARTICLE (40)

BENEFIT MEETINGS

SECTION 1. Upon request of the Union, representatives of the Human Resource Department will have the opportunity to meet with bargaining unit members to explain to them the provisions of the benefit programs adopted by this bargaining agreement. The times and places for these presentations will be scheduled in coordination with the Fire Chief during scheduled work hours.

ARTICLE (41)

FAMILY LEAVE

The City will comply with the Family Medical Leave Act. The Fire Chief will work closely with the Chief Human Resources Director, on a case-by-case basis, to determine if a reasonable amount of additional time beyond FMLA benefits is justified to allow the employee to return to full duty work.

ARTICLE (42)

RESERVED

ARTICLE (43)

IAFF ACTIVITIES

The Employer will grant three hundred (300) hours annually for use as IAFF Pool Time. Members of the bargaining team may arrange swaps for any hours above the three hundred (300) hours. This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at IAFF functions. Approval of such time shall be authorized by the IAFF President, Vice-President, Treasurer, or Secretary. Time will be charged in increments of one (1) hour. The IAFF may rollover not more than a total of three hundred (300) unused hours to subsequent contract. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

ARTICLE (44)

PRINTING OF AGREEMENT

The City will furnish one (1) copy of the final signed and fully executed agreement following ratification by the City Council to the Union.

ARTICLE (45)

ANNUAL MEETING

The Union Executive Board shall meet on an annual basis for a maximum of one (1) hour, during the first 10 days of August each year with the City Administrator and the Chief Human Resources Director to discuss issues that may benefit both the City and the collective bargaining unit.

ARTICLE (46)

EMPLOYMENT OF RELATIVES

The purpose of this policy is to allow all candidates an equal opportunity for employment and advancement with the City of Pensacola, while prohibiting favoritism and avoiding conflicts of interest regarding relatives of employees.

Definition:

Relatives are defined as: father, mother, son, daughter, brother, sister, uncle, aunt, grandparent, grandchild, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or registered domestic partner and their family as defined in Article 25.

Prohibited Relationships

1. Appointing authorities may not appoint, employ, promote, transfer, or advance any relative in or to a position where the appointing authority exercises jurisdiction or control.
2. The appointment, employment, promotion, advancement, or transfer of a relative into any division, activity, or section is prohibited if the action creates a relationship where a relative would supervise (directly or indirectly), make or influence personnel decisions concerning a relative, or creates a conflict of interest or the appearance of a conflict of interest. Prior to relatives being employed in the same career ladder or series, one must be enrolled in the city's Deferred Retirement Option Plan (DROP).

This rule does not prohibit continued employment of employees becoming relatives by marriage while working in the same division, activity, or section, so long as a prohibited relationship is not created.

Appointment, employment, promotion, advancement, or transfer of relatives within a division, activity, or section must be specifically authorized by the City Administrator.

ARTICLE (47)
DRUG FREE WORKPLACE

Members of the collective bargaining unit agree to be active participants in the City's drug-free workplace program and comply with the drug-free workplace policy. The Employer's policy is to employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action up to and including termination, even for the first offense. It is a Standard of Conduct of the Employees of this Employer that employees shall not use illegal drugs or abuse legal ones. In order to maintain this standard, the Employer shall establish and maintain the programs and rules set forth here.

Testing to be included in this provision includes the following situations:

1. Pre-hire testing of all new safety sensitive employees.
2. Testing of active safety sensitive employees randomly as directed by the City Clinic. Lists are to be produced monthly and shall include all "certified" personnel in the fire department from the rank of Fire Chief and below. Lists will be generated and managed through the City's third party testing center. Random lists are not to include more than 5% of the total number of active participants in the fire department at the time of the list generation.
3. Routine fitness for duty tests as directed by the City Clinic.
4. Reasonable suspicion testing in accordance with the City's Drug Free Workplace policy in effect on the date of ratification of this agreement.
5. Post-accident. Any employee of the collective bargaining unit involved in an accident while at work. This includes both accidents that result in personal injury as well as any accidents that occur while the employee is driving a City vehicle. The employee should contact their supervisor or the City Clinic immediately following an accident to make sure required alcohol and drug testing procedures are followed.
6. Return-to-duty and follow-up testing in accordance with the City's Drug Free Workplace Policy.

Applicants and/or Employees who are directed by the City Clinic staff or supervisor to report to the Clinic or an approved collection facility for a drug/alcohol test and refuse to take a drug or alcohol test may result in a refusal to hire and/or termination; the employee forfeiting his or her eligibility for medical or indemnity benefits under State Worker's Compensation; and is cause for disciplinary action up to, and including, dismissal of the employee which may also cause denial of Unemployment Compensation.

It is the Employer's policy that an employee found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City premises (including parking lots) may be subject to disciplinary action up to and including discharge. The use of any over the counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation be reported to the Fire Chief.

Drugs prescribed by the employee's physician may be taken during work hours. The employee should notify the supervisor if the use of properly prescribed medication will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute immediately and/or as soon as possible based on the factors involved in the situation but to be reported PRIOR to the employee returning to work.

All provisions contained in the City's Drug Free Workplace and Vehicle Use Policies (in effect on the date of the ratification of this Agreement) are incorporated in this Article unless specifically addressed herein.

ARTICLE (48)

SAFETY COMMITTEE

The City agrees to the formation of safety committees which will conform to the requirements of Chapter 633, Florida Statutes. The committees will have the following features:

- There will be one safety committee, composed of members appointed by the Battalion Chief of each watch and a fourth member appointed by the Union.
- The function of the safety committee will be in conformance with the rules and regulation promulgated by the Division of State Marshal.
- The Fire Chief or his designee will confer with the safety committee.

ARTICLE (49)

OPEN ARTICLE

A committee to evaluate the circumstances that relate to light duty assignments and to discuss policies and procedures that apply to light duty is hereby established for the duration of this Agreement. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation.

ARTICLE (50)

CONTRACT REOPENERS

There shall be no Contract Reopeners during the term of this agreement.

ARTICLE (51)
EDUCATIONAL REIMBURSEMENT PROGRAM

SECTION 1. PURPOSE

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola will reimburse employees for the costs of obtaining undergraduate or graduate degrees in accordance with the provisions of this policy. Employees should contact Human Resources for more information about educational reimbursement.

SECTION 2. FUNDING LIMITS

The City shall provide bargaining unit members with a pool of money available for educational reimbursement (in accordance with this policy) that shall be capped at \$ 40,000 per fiscal year. It is understood that these funds will be available on a first come, first serve basis and there shall be no reimbursement for that fiscal year after the annual \$ 40,000 funding has been exhausted for that year.

Reimbursement will be available during each fiscal year for courses that have a COMPLETION date between October 1st and the following September 30th for that fiscal year. There shall be NO reimbursement for any courses that had a completion date prior to October 1, 2020.

SECTION 3. APPLICATION

Employees seeking educational reimbursement for completion of a certification course that is listed on the pre-authorized list must submit a copy of his or her final grades/certificate of completion within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid in full and there is a zero balance due. The employee is responsible for ensuring there is money available from the annual reimbursement allotment. Employees participating in pre-authorized training courses both acknowledge and understand that they will not be reimbursed for courses beyond the allotment of funding establish for the education reimbursement benefit. The pre-authorized list of eligible courses will be mutually agreed upon by City management and the union. Courses will not be added or removed without mutual consent of the Chief Human Resources Director, the Fire Chief, and the union president.

Employees requesting educational reimbursement for courses not listed on the pre-authorized list must, prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Fire Chief or designee for approval prior to class registration. Each course must be part of a curriculum related to an employee's present position with the City or a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Fire Chief or designee to the Human Resources Division, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid for and there is a zero balance due.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better; however, an employee will not receive reimbursement by the City for any course for which the employee has also received reimbursement or payment from any other source.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. If attending a college or university that allows a deferred payment plan, the employee is responsible for any payment to that institution exceeding the cost set forth in the above criteria. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

SECTION 4. REPAYMENT OBLIGATIONS

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each 15 hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of amount paid by the City to attend the fire academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

SECTION 5. EDUCATIONAL REIMBURSEMENT BENEFITS

Required Courses: The City will reimburse 100% of tuition books, and fees for any employee attaining a "C" grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

Voluntary Job-Related Courses: The City will reimburse 100% of the tuition up to the prevailing in state rates at either Pensacola State College or University of West Florida, only for any employee who voluntarily takes a course which is directly related to their job, and who attains a "C" grade or better in the approved course. The Fire Chief or his designee will be the signing authority on determining if a course is job related, along with review by the Chief Human Resources Director for reimbursement purposes.

Non-Job Related Courses: The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a "C" grade or better even though that course is not job related.

High School Diploma: Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book or fee expenses they may incur.

Tax Status: All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Educational Reimbursement Plan as taxable income.

SECTION 6. COMMITTEE

A committee to evaluate the tuition reimbursement program is established for the duration of this Agreement. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation

ARTICLE (52)

ENTIRE AGREEMENT

SECTION 1. This Agreement constitutes the entire agreement between the City and the Union. 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at any agreement which adds to, deletes, or waives any of the terms of the Agreement it will be reduced to writing and signed by both parties.

SECTION 2. This Contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE (53)

TERM OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from 12:00 a.m. October 1, 2023 through 11:59 p.m. October 1, 2026.

SECTION 2. With the exception of Article 42 herein, if no new or successor agreement has been reached by October 1, 2026 , then this Agreement will stay in effect until a new contract is ratified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives.



City Administrator

3/5/2024

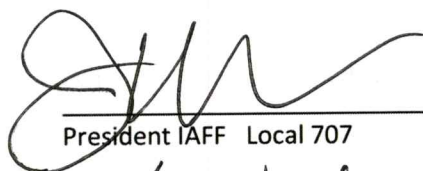
Date



Fire Chief

3/4/2024

Date



President IAFF Local 707

2/29/24

Date




Vice President IAFF Local 707

2/29/24

Date

ATTEST:



ASST. City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS: 2-22-2024

Final Agreement - City of Pensacola and IAFF Local 707