

**COLLECTIVE BARGAINING AGREEMENT**  
**FOR LIEUTENANT, DRIVER ENGINEER AND FIREFIGHTER**

CITY OF EDGEWATER



AND

EDGEWATER PROFESSIONAL FIREFIGHTERS IAFF LOCAL 4575



10/01/2~~5~~2 through 9/30/2~~6~~5

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## ARTICLE 1 - PREAMBLE

1.1 This Agreement is entered into by the City of Edgewater, Florida, hereinafter referred to as the “City,” and the Edgewater Professional Firefighters, IAFF, Local 4575, hereinafter referred to as the “Union.”

1.2 The term “Designated City Representative” or “DCR” used herein shall mean the City Manager or the representative designed by the City Manager.

## ARTICLE 2 – RECOGNITION

2.1 Pursuant to a certification issued by the Florida Public Employees Relations Commission (RC-2007-022), the City recognizes the Union as the exclusive collective bargaining representative for employees in the following classifications:

INCLUDED: All employees in the classifications of Lieutenant, Driver Engineer and Firefighter.

EXCLUDED: Fire Chief, Captain, Fire Marshal, Fire Inspector, Battalion Commander, Battalion Chief, Division Chief and all other employees of the City of Edgewater.

### ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

3.2 The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Fire Department;
- B. Exercise control and discretion over the organization and efficiency of operations of the Fire Department;
- C. Set minimum performance standards for service to be offered to the public, including physical performance standards, and set procedures and standards to evaluate employees' performance;
- D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons that may arise;
- E. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of fire/rescue services, and to formulate and/or amend job descriptions consistent therewith;
- G. Transfer, assign, schedule employees in positions within the organizational structure of the Fire Department;
- H. Change or modify the number, and types, and grades of positions assigned to an organization, unit, division, department, or project; increase, expand, reduce, alter, combine, assign, or cease any position or duties of a position;
- I. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;

J. Lay off employees from duty due to lack of work or lack of funding or any other legitimate managerial reason that may arise not in conflict with a specific Article in this Agreement;

K. Determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;

L. Merge, consolidate, expand, curtail, transfer, or discontinue any service existing now or in the future, temporarily or permanently, in whole or in part, in the sole discretion of the City;

M. Fire, demote, suspend or otherwise discipline employees in accordance with this Agreement;

N. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;

O. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

P. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations;

Q. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

3.3 The above rights of the City are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of this Agreement, are retained by the City.

3.4 If the City fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

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

3.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

3.7 Nothing contained in this Article shall be construed to waive the Union's right to engage in impact bargaining as to the exercise of any of the management rights enumerated above where Florida law requires such bargaining.

3.8 In the event that the City considers subcontracting, contracting out, merging, or ceasing to provide fire service in its entirety, the City agrees to provide notice to the Union of public meetings conducted by the City to address subcontracting, contracting out, merging, or ceasing to provide fire service in its entirety. In addition, the City shall give the Union notice that it may cease to provide fire service in its entirety at least 120 days in advance of the final date where it will formally cease to provide fire service in its entirety as a result of subcontracting, contracting out, or merger with another entity. The City agrees to engage in impact bargaining as required by law as to any negotiable impacts identified by the Union during said process. Nothing herein shall be construed to restrict the City's ability to implement such changes or exercise its management rights.

#### ARTICLE 4 – NON-DISCRIMINATION

4.1 Neither the Union nor the City shall discriminate against any employee on the basis of Union membership or non-membership or any other protected category.

4.2 All reference to employees in this Agreement designate both sexes and whenever the male gender is used it shall be construed to include male and female employees.

4.3 If, and in the event, an employee elects to seek remedy for alleged discrimination by the filing of a lawsuit in a County, Circuit or Federal Court, or a complaint with Equal Employment Opportunity Commission, Florida Commission Human Relations or any other outside agency, then in that event, the subject of such complaint may not also be grieved. If, and in the event, an employee elects to initiate a lawsuit in a County, Circuit or Federal Court, or proceeding to EEOC, FCHR or any other outside agency, during the pendency of a grievance, the grievance shall be summarily dismissed.



## ARTICLE 5 – PROHIBITION OF STRIKES AND LOCKOUTS

5.1. The Union and the City agree that Sections 447.505 and 447.507, Florida Statutes, shall govern their actions. There shall be no strikes, lockouts, work stoppages, slowdowns, mass resignations, sick-outs, or other similar collective job actions or refusal to perform assigned work by the employees covered under this Agreement.

5.2. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

## ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE

6.1 The City and the Union agree that it is beneficial to encourage informal discussion between employees and the Fire Department concerning employment problems of employees covered by this Agreement. Such discussions should be held with a view towards reaching an understanding that will bring about resolution in a satisfactory manner without need for recourse under the formal grievance procedure. Grievances should be resolved as expeditiously as possible and at the lowest step possible.

6.2 With respect to bargaining unit members, the decision regarding arbitration of any particular grievance rests exclusively with the Union.

6.3 The term “Grievance” as used in this Agreement means a formal, written complaint by the Union President or designee, an employee, or group of employees alleging a violation of a specific provision in this Agreement.

6.4 The term “business day” as used in this Article shall mean only Monday through Friday of each week regardless of the Grievant’s work schedule. Saturdays, Sundays, and holidays shall not be considered business day’s even if the Grievant is scheduled to work on that day. For the purpose of computing time, the day on which a grievance or reply is filed shall not be counted. Time limits specified herein may be extended by mutual agreement of the parties in writing.

6.5 If a grievance is not answered by the City or the Union within the prescribed time limit at any Step of the grievance process, such failure to respond shall be deemed a denial of the grievance, and the grievance may be advanced to the next Step within the prescribed time limit. All grievances not appealed to the next step within the time limits established by this Agreement shall be considered settled on the basis of the last response provided.

6.6 In the case of suspension or discharge, either party may unilaterally waive Step One (1) and proceed directly to Step Two (2).

6.7 The established formal grievance process does not preclude and is not intended to discourage a Grievant from first discussing the grievance with his/her immediate supervisor informally and verbally. Such informal efforts at resolution shall not relieve the Grievant of the obligation to timely file a formal grievance as set forth below.

6.8 Grievance Procedure:

Grievances shall be presented in the following manner:

Step One (1): The employee or the Union shall first take up a grievance with the employee's immediate supervisor within ten (10) business days of the occurrence of the events which gave rise to the grievance. If the employee or supervisor was on compensated leave during this time period, the ten (10) business day period shall commence upon the employee's or supervisor's return from such compensated leave. This Step One grievance shall be reduced to writing on the form agreed to by the City and the Union (see Exhibit B). The grievance shall be signed by the employee and/or a representative of the Union and shall state: (a) the date of the alleged event that gave rise to the grievance; (b) the provisions of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the relief sought. The supervisor shall discuss the grievance with the employee and have ten (10) business days to respond to the grievance.

Step Two (2): Any grievance that cannot be satisfactorily resolved with the immediate supervisor shall be reduced to writing on the form agreed to by the City and the Union (see Exhibit B) and submitted to the Battalion Chief by the Grievant or the Union within ten (10) business days of the completion of Step One. The grievance shall be signed by the employee and/or a representative of the Union and shall state: (a) the date of the alleged event that gave rise to the grievance; (b) the provisions of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the relief sought. The Fire Chief and Battalion Chief shall discuss the grievance with the employee and the Union and within ten (10) business days, not to include scheduled or unscheduled leave, render his decision in writing. All facts and issues must be presented in the written Step Two grievance, and a grievance may not be expanded beyond the issues raised in the written Step Two grievance. Where a grievance applies to a group of employees, all employees seeking any monetary remedy must sign the grievance to be eligible for any such monetary relief.

Step Three (3): Any grievance that cannot be satisfactorily resolved with the Fire Chief and Battalion Chief shall be submitted in writing by the Union to the City Manager within ten (10) business days, not to include scheduled or unscheduled leave, after the completion of Step Two. Within ten (10) business days of receipt by the City Manager, the grievance shall be discussed by the City Manager with the employee and the Union. The City Manager shall within ten (10) business days, not to include the City's Manager's scheduled or unscheduled leave, after this discussion render his decision in writing with a copy to the employee and the Union.

## 6.9 Arbitration:

In the event that the grievance cannot be satisfactorily resolved with the City Manager, the Union may request arbitration by submitting by hand delivery or certified mail a letter to the City Manager and copied to the other party, within ten (10) business days, not to include the City Manager's scheduled or unscheduled leave, demanding arbitration of the grievance. For dues paying members of the Union only the Union may advance a grievance to arbitration. Non-dues paying members can only advance grievances to arbitration if the Union declines to do so because the member is non-dues paying.

The arbitration shall be confined to the articles and issues raised in the written Step Two grievance. The decision of the Arbitrator shall be final and binding, subject to any review under the Florida Arbitration Code. The Arbitrator shall not have the power to add to, subtract from, amend, modify, change or ignore this Agreement in reaching a decision.

The parties may agree to mutually select an arbitrator. Otherwise, the party requesting arbitration shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators with Florida mailing addresses. Names shall be struck off alternately. A coin toss will decide who strikes first. The name remaining after both parties have struck shall be designated the Arbitrator.

6.10 The Union shall be responsible for all costs related to its witnesses and representatives, and the City shall be responsible for all costs related to its witnesses and representatives. The Union and the City shall share equally the Arbitrator fees and costs.

6.11 The Arbitrator shall issue a decision within ninety (90) calendar days of the close of the arbitration hearing, and copies shall be furnished to both parties.

6.12 No decision of any Arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved. The parties recognize that claims should be brought forward as soon as possible. The resolution of any grievance by the Arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1 unless the grieving party shows that the grievant did not know and should not have known about the basis for the grievance until the thirty (30) day period prior to the filing of the grievance.

## ARTICLE 7 – DUES DEDUCTION

7.1 Any member of the Union, who has submitted a properly executed dues deduction card or written statement to the City, may have membership dues, initiation fees, and uniform assessments

for the Union deducted from wages each pay period. Dues, assessments, and initiation fees so deducted from each employee's wages shall be forwarded by the City to the Union. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or a liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to comply or attempt to comply with the provisions of this Article.

7.2 It shall be the responsibility of the Union to provide the City written notification of any change in the amount of dues to be deducted in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind. Changes shall be applied in the first pay period which has not yet been processed by the City after receiving notice of such change.

7.3 An employee may revoke his authorization for deduction of dues provided the employee gives written notice to the City and the Union. Upon receipt of such notification, the City shall terminate dues deduction effective the first pay period which has not yet been processed by the City after receiving notice of such change.

7.4 No deduction shall be made from the pay of an employee for any pay period for which the employee's net earnings for that pay period are less than the amount of dues owed. Net earnings shall mean earnings after the required deductions for federal taxes, social security, pensions, credit unions, dental, health, and life insurance.

## ARTICLE 8 –SAFETY COMMITTEE

8.1 In accordance with State of Florida Administrative Code, a Safety Committee will be established. The Safety Committee will consist of five (5) members. The Bargaining Unit shall appoint three (3) members from the rank and file. Management will have two (2) representatives assigned to the committee.

8.2 The Safety Committee shall consider and may recommend changes in the working conditions of the employees limited to, health and safety issues.

8.3 Employees attending committee meetings outside of scheduled working hours and approved by the Fire Chief, shall be compensated for the time spent in such meetings. An employee shall notify their supervisor of any meetings to be held during scheduled working hours.

## ARTICLE 9 – PROBATION

9.1 All new-hire bargaining unit employees will remain on probationary status for a period of one (1) year from date of employment. The probationary period is an important part of the employee review process and shall be utilized for appraisal of an employee's performance, adaptability to the position, and for rejecting any employee who does not meet the desired standards of performance.

9.2 Upon successful completion of the initial one (1) year probationary time period a Personnel Action Form will be executed and a copy given to the employee when releasing the employee from probation and into regular employment. Until such document is executed, an employee shall not be deemed to have successfully completed probation. The probationary period may be extended one time for up to ninety (90) calendar days upon mutual consent between the Department Director, Human Resource Director, and City Manager with the final decision to be made by the City Manager. Subsequent to any employee being released from probation a drug screen may be required. When a probationary employee has successfully completed probation and becomes deemed a "regular employee", any wage adjustments due to that employee will be given on the next full pay cycle.

9.3 A new-hire employee on probation is considered an "at will" employee. A new-hire probationary employee may be released from City service during the probationary period without cause, without notice and without appeal under City policy and procedure or the grievance and arbitration procedure in this Agreement.

9.4 An individual who does not successfully complete the probationary period will be required to reimburse the City for all physicals/drug tests and education/training expenses incurred.

9.5 Employees who are promoted, demoted or transferred will serve a six (6) month probationary period in the new position commencing with the first day in the new position. Failure to successfully complete this promotional probationary period will result in the employee being returned to the employee's prior position, if available. Probation requirements will follow Department SOP's unless otherwise specified within terms of this Agreement.

9.6 Disciplinary probation may be imposed for a length of time to be determined by the Fire Chief or his designee as appropriate for the seriousness of the infraction. The maximum disciplinary probation period for a single offense may be up to but shall not exceed one year.

## ARTICLE 10 – UNION BUSINESS



10.1 Unless provided otherwise herein, Union officers and Union representatives shall be paid by the City only when they perform assigned fire and rescue duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, attending Union conventions, participating in arbitrations, etc.) during their normal work schedules, they may utilize Union time pool hours, annual leave, or shift exchange; provided, however, that they comply with the rules otherwise applicable to Union time pool hours, annual leave, or shift exchanges. Union representatives who are on duty may represent bargaining unit members in Steps One through Three of the grievance procedure and any disciplinary interrogations without loss of pay so long as it does not cause a staffing shortage or incur the City any overtime.

10.2 The Fire Chief may authorize bargaining unit members who are on duty to attend-approved Union functions, in the discretion of the Fire Chief, without loss of pay so long as it does not cause a staffing shortage or incur the City any overtime.

10.3 Upon request, the City will provide the Union with a complete roster of the bargaining unit including name, rank, seniority and current pay rate.

10.4 Each member of the bargaining unit that has been continuously employed for over one (1) year and deemed a regular employee shall donate/forfeit a minimum of six (6) hours and have the right to contribute up to 24 hours of vacation, sick, floating holiday, PTO or compensatory time to the Union Time Pool by the beginning of each fiscal year of the duration and at the date of the ratification of this agreement. This article shall be managed by department standard operating policy.

10.5 Use of the Union Time Pool is subject to written approval by the Union President or his designee and with approval of the Fire Chief or his designee. The request of and use of the Union Time Pool shall be made by the Union President or his designee and shall only be used for official Union business, such as attending city meetings, the handling of grievances and the attending of Union affiliated seminars and other State Union affiliated meetings and conferences. The Fire Chief or his designee may deny use of pool time if the use of such time shall decrease or limit the conducting of department business or use would cause a staffing shortage.

10.6 The City shall maintain a list of contributions, available pool time and member usage.

## ARTICLE 11 – PERSONNEL RECORDS

11.1 The City shall recognize only one official personnel file, which shall be maintained by the Human Resource Director in City Hall. Each employee covered by this Agreement shall have the right to inspect his or her official personnel file, provided, however that such inspection shall take place at a reasonable time under the supervision of the records custodian in accordance with Chapter 119, Florida Statutes.

11.2 Employees shall have the right to submit a written response to any disciplinary or performance document to be included in the employee's official personnel file. Responses should be submitted when a disciplinary or performance document is presented to the employee. If the employee previously was provided an opportunity to file a response to such a document and either filed a response or failed to file a response, subsequent or additional responses do not have to be included in the official personnel file.

11.3 The City shall notify an employee when a public record request is made to review an employee's official personnel file. The City and the Union agree that any failure to provide notification or other issues relating to this provision shall not be grievable.

## ARTICLE 12 – WORKING OUT OF CLASS IN A POSITION OF HIGHER CLASSIFICATION

12.1 The Fire Chief may temporarily assign an employee to work out of class in a position of higher classification in accordance with the terms of this Article. Those employees, who are temporarily assigned by the Fire Chief to a position of higher classification for four (4) or more hours for shift personnel or five (5) or more consecutive days for non-shift personnel, shall be compensated a \$1.00/hour incentive for the entire period they are assigned to the position of higher classification. Temporary assignment shall only occur where an employee is required to work out-of-classification for a shift or shifts due to sick leave, vacation, time-off, or any combination of these or similar situations which are expected to occur for four (4) or more hours for shift personnel or five (5) or more consecutive days for non-shift personnel.

12.2 The selection of an employee for temporary assignment to work in a position of higher classification as set forth above shall be in the sole discretion of the Fire Chief.

12.3 The Fire Chief shall give priority in selection for temporary assignments to those employees that have successfully passed the most recent promotional exam for the position of assignment.

12.4 The Fire Chief shall make an effort to rotate employees selected for temporary assignments.

12.5 In the event that the Fire Chief selects an employee who has not passed the most recent promotional exam for the position of assignment, the Fire Chief may consider the following requirements for temporary assignments:

### **Driver/Engineer:**

- Must be a firefighter
- Must have completed EVOC
- Must be state certified as a driver operator
- Must be cleared by the department Driver clearing process

### **Lieutenant:**

- Must be a Driver/Engineer
- Must have a minimum of state certification of Fire Officer I  
*(recommended to have all state certifications for lieutenants position)*
- Must be cleared by departmental Lieutenant clearing process

### **Battalion:**

- Must be a Lieutenant
- Must have a minimum of state certification Fire Officer 2
- Must be cleared by the departmental Battalion clearing process

12.6 While serving in a temporary assignment, the value of any monetary benefit received, such as paid sick accrual or the cashing in of vacation time, shall be based on the employee's regular rate of pay.

## ARTICLE 13 – PROMOTIONS AND APPOINTMENTS

13.1 Promotions within the bargaining unit shall be based upon:

13.1.1 Meeting the minimum certification, any required time in grade, and education levels established for each applicable position.

13.1.2 Competencies, skills, knowledge, and abilities of each applicant as demonstrated through a competitive process, which may include, but not be limited to oral interviews, written tests, practical exams, assessments, task analysis, and research projects.

13.2 Employees who are promoted shall serve a six (6) month probationary period as set forth in Article 9.

13.3 Promotional testing may be used to fill positions covered by this Agreement. Before any test is administered, the City and Union shall agree upon the general test criteria and bonus points (if any) for education or other criteria. The City may utilize recognized experts to administer tests as agreed to by the Union.

13.4 Notification of testing for promotions shall be made and posted at least 30 days prior to the date that the process is scheduled to begin.

13.5 It shall be the sole responsibility of each applicant to provide their own text(s) for any exam.

13.6 When tests are given, the scores shall be good for two (2) years. Only candidates who meet the minimum acceptable scores established for any test shall be placed on an eligibility list. If the test scores have expired, a new test will be given within 6 months of the date of expiration or sooner if a vacancy exist.

13.7 The Fire Chief shall choose any one (1) candidate from the top three (3) total scores to fill any promotional vacancy.

13.8 After each individual promotion, the top three (3) remaining scoring candidates shall form another list and the Fire Chief shall again fill the promotional vacancy with any candidate from that list. The established list shall be valid for a period of two (2) calendar years.

13.9 If at any time, the number of eligible candidates is less than three (3), the Fire Chief may have the option to:

13.9.1 Fill the vacancy from any individuals who previously passed the most recent promotional exam.

13.9.2 Administer another test.

13.9.3 Waive any and all entry requirements, thereby increasing the pool of eligible candidates. Any individual promoted as a result of waiver of entry requirement shall be required to satisfy the requirements for the position within a period of time established at the time of promotion. Failure to successfully complete all requirements for the position within the established time period will result in the employee being returned to the employee's prior position, if available.

13.10 Bonus points for education and longevity shall be added to the test scores with a maximum of 10 points. Test scores may exceed 100% when including educational and longevity points.

#### Education

AA Degree	1Point
AS Degree (Fire, EMS, Public Admin, Supervisory, Emergency Management, or equivalent)	1 Point
BA Degree	2 Points
BS Degree (Fire, EMS, Public Admin, Supervisory, Emergency Management, or equivalent)	
MA Degree	
MS Degree (Fire, EMS, Public Admin, Supervisory, Emergency Management, or equivalent)	3 Points
Cleared Volusia County Paramedic	5 Points

(Bonus credit for only 1 degree and not applicable if the job description requires the degree)

#### Longevity (max cumulative 3 points)

Each year completed with the City of Edgewater	0.25 Points/yr
Each year completed with a U.S. Military organization (max 5 years)	0.25 Points/yr

13.11 The Fire Chief may temporarily appoint employees to Fire Marshal or Fire Inspector position and other non-line personnel positions in the sole discretion of the Fire Chief subject to final approval of the City Manager. The Fire Chief shall post the available position and employees may submit a job interest form.

13.12 Temporary Appointments shall be at the discretion of the Fire Chief, subject to final approval of the City Manager.

13.12.1 Temporary Appointments may be made without benefit of any formal testing.

13.12.2 Temporary appointments will be assigned from the members that have successfully passed the last test given for the vacant position. Members that score in the top three (3) will be given first consideration by the Fire Chief.

13.13 While serving in a temporary appointment, the value of any monetary benefit received, such as paid sick accrual, the cashing in vacation time shall be based on the employee's regular rate of pay.

## ARTICLE 14 – SHIFT EXCHANGES

14.1 The ability to conduct shift exchange is a right that members of the Edgewater Fire-Rescue Department are entitled to. Regulations regarding shift swaps shall be governed by a reasonable policy mutually agreed upon by the Fire Chief and President of IAFF Local 4575.

14.2 The employee working the shift exchange will be covered by worker's compensation and other similar insurance benefits in case of injury while on duty.

14.3 When shift exchanges occur, those shift exchanges are to be voluntary between employees and not at the direction of the Department.



## ARTICLE 15 – SENIORITY, LAYOFFS, AND RECALL

15.1 The City agrees that seniority shall consist of continuous accumulated paid service with the City and shall be computed from the date of full time employment with the City. For those bargaining unit employees hired prior to October 1, 2010, their seniority shall be consistent with Exhibit A to this Agreement. In the event that employees hired after October 1, 2010 have the same date of full time employment with the City, the employee with the higher score on the pre-hire assessment test shall have greater seniority. Seniority shall accumulate during leaves of absence due to job related injury, illness, vacation, military assignment or other leave of absence authorized by the City. In the event that two or more employees have the same date of hire, the employee with greater length of time in a classification shall have seniority.

15.2 In the event of the need for a reduction in the work force, employees shall be laid off in inverse order of seniority within their classifications. An employee affected by a lay off shall be entitled to “bump” into a lower classification within the bargaining unit if the employee is senior to the employee in the lower classification.

15.3 Employees will be recalled in inverse order of lay off provided the employee has the qualifications to perform the job at the time of recall. The City further agrees that no new employees will be hired until all qualified employees who have been laid off for less than twelve (12) months have been given an opportunity to return to work. Employees shall be notified of their recall by letter sent certified mail, return receipt requested, to the address in their official personnel file and shall be given fourteen (14) calendar days from receipt of the letter to return to work.

15.4 In the event that the City determines that it needs to retain an employee to maintain special skills or certifications necessary for the operation of the Department such as paramedic certification, fire inspector certification, or other similar certifications and skills, the Fire Chief may elect to retain an employee in a reduction in force regardless of seniority. The Fire Chief must provide written notification to the Union and affected employees specifying the reasons for retaining an employee of lower seniority based upon this provision.

15.5 An employee on lay-off shall retain seniority for one (1) year following lay-off, but shall not accrue seniority while on lay-off.

15.6 An employee on lay-off shall not lose seniority or eligibility to be recalled due to any outside employment or subsidies received.

## ARTICLE 16 – INTERROGATION AND DISCIPLINE

16.1 Disciplinary interrogations shall be conducted in accordance with the Firefighters' Bill of Rights, Section 112.80, et seq., Florida Statutes, as amended.

16.2 No employee shall be discharged or disciplined except for just cause.

16.3 In the event an employee is discharged, suspended, or demoted, the City will furnish the employee with written notification of the discharge, suspension or demotion. This notification shall be hand delivered to the employee prior to its effective date or sent by certified mail, return receipt requested, to the employee at the address in the employee's official personnel file

16.4 Any employee under formal investigation shall have the right to be represented at his own expense by a representative of the Union or its counsel who shall be present at all times while the employee is being questioned relative to the alleged misconduct.

16.5 In the cases where the City chooses to relieve an employee from duty pending an investigation or other administrative determination, the employee may be placed on paid administrative leave and shall be given written notification of the reason for the suspension. An employee may be placed on unpaid administrative leave in cases involving allegations of criminal activity, moral turpitude, ethics violations, or other serious allegations that may result in termination if sustained. Should an investigation result in disciplinary action, any period of suspension without pay shall be considered in the disciplinary action.

16.7 Any discipline document which is over three (3) years old, except for a previous suspension or demotion, shall not be used as a basis to progressively raise the level of discipline for an employee for an offense.

## ARTICLE 17 – BULLETIN BOARDS

17.1 Where City bulletin boards are available at individual fire stations and the Fire administration offices, the City agrees to provide a minimum of 2' x 3' or equivalent available space on such bulletin boards for Union use. Where bulletin boards are not available, the City agrees to allow the Union to place bulletin boards in locations within the Fire stations and/or administrative Department mutually acceptable to the Fire Chief and the Union.

17.2 The Union shall utilize the bulletin board only to post the following:

- A. Notice of Union meetings.
- B. Notice of Union elections and Union election results.
- C. Copies of the Union's Constitution and By-laws and Amendments thereto.
- D. Notice of recreational and social affairs of the Union.
- E. Copy of this Agreement.
- F. Notices of dues (changes).
- G. Names of Local Union officials (and changes thereto).
- H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union meetings.

17.3 All materials placed upon the bulletin board by the Union will be initialed by the Union President or his designee. The Fire Chief or his designee shall be furnished with a copy of any material to be posted.

17.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

17.5 Postings in violation of this Article may be immediately removed from any bulletin board.

## ARTICLE 18 – VOTING & JURY DUTY

18.1 During a primary, general, or special election, an employee who is registered to vote in Volusia County and whose hours of work do not allow sufficient time for voting in Volusia County may, upon the approval of the Fire Chief in his discretion, be allowed necessary time off with pay for this purpose so long as it does not cause a staffing shortage or incur the City any overtime. Employees shall attempt to use any other means to vote including early voting, absentee ballots, and shift exchange before requesting the Fire Chief approve time off with pay.

18.2 Any employee shall be given necessary time off without loss of pay when performing jury duty or when called by proper authority to be a witness in a legal proceeding concerning City of Edgewater business, provided such call to duty is reported in advance to his Supervisor and approved by the Fire Chief. Any fees paid the employee for the performance of jury duty or being a witness shall be turned over to the City. Jury duty and witness leave shall not be considered as hours worked for the purposes of determining whether overtime is due.

## ARTICLE 19 – LEAVE OF ABSENCE

19.1 The Fire Chief is authorized and may grant an employee a leave of absence for a period not to exceed thirty (30) calendar days. The City Manager is authorized and may grant leaves of absence for periods in excess of thirty (30) calendar days.

19.2 Holidays, sick leave, vacation leave, PTO and any other benefit based on time spent as an employee of the City, shall not accrue during a leave of absence.

19.3 Any salary increases for which an employee would have become eligible based in whole, or in part, on length of service with the City shall not be credited during any period of leave of absence.

19.4 A leave of absence may only be granted after the employee has exhausted all of his sick, vacation, PTO, compensatory and floating holiday time accrual

19.5 City policy and procedure shall govern the continuation (if any) of existing insurance coverage during any leave of absence, and the opportunity to elect continuation coverage shall be provided as required by law.

19.6 Military leave shall be provided to bargaining unit members in accordance with state and federal law. The parties agree that the City may, in its sole discretion, approve additional benefits for bargaining unit members in connection with military leave above those required by law. Authorized military leave that requires back-fill coverage may be filled with Reserve Firefighters.

## ARTICLE 20 – SICK LEAVE

20.1 Employees hired prior to October 1, 2013 will remain with sick leave. Sick leave will be earned at the rate of eight (8) hours per month for forty (40) hour workweek employees and twelve (12) hours per month for fifty-six (56) hour workweek employees.

20.2 Sick time shall accumulate up to a maximum of three hundred twenty (320) hours for forty (40) hour workweek employees and four hundred and eighty (480) hours for fifty-six (56) hour workweek employees. After an employee accumulates the maximum sick leave (either 320 or 480 hours as applicable), the employee shall be paid additional pay each month for those sick leave hours accrued in excess of the maximum as long as the employee does not use any sick leave during such month. If, however, the employee uses any sick leave after accumulating the applicable maximum sick leave, the employee must restore the accumulated sick leave to the maximum again before the employee shall be eligible for any additional pay.

20.3 Upon separation of employment, except for the commission of a criminal act of moral turpitude, an employee with a minimum of five (5) years' service with the City shall be entitled to a lump sum payment of 100% for any unused accrued sick leave. An employee with less than five (5) years' service with the City shall be entitled to a lump sum payment at the rate of two (2) hours of sick leave for one (1) hour of pay. The payment shall be determined by using the rate of pay received by the employee at the time of termination.

20.4 Regardless of years of service with the City, in the event of death or permanent disability, the employee's beneficiary or employee shall be entitled to 100% of any unused portion of accrued sick leave.

20.5 Personnel calling in sick will call in at least twelve (12) hours before going on shift, if possible.

20.6 Employees may use their accrued sick leave for illness in the immediate family. Immediate family is defined as: spouse, co-habitant, parents, grandparents, children, grandchildren, brothers, sisters, stepchildren, and stepparents of either the employee or spouse.

20.7 Employees may donate accrued sick leave to any City employee who has an emergency or long-term illness.

20.8 Employees are entitled to use Family and Medical Leave to the extent provided by the Family and Medical Leave Act and City policy and procedure.

## ARTICLE 21 – HOURS OF WORK AND OVERTIME

### 21.1 Hours of Work:

21.1.1 It is understood that the normal hours of work for the shift members shall be twenty-four (24) continuous hours on duty starting at 0700 followed by forty-eight (48) continuous hours off duty.

21.1.2 It is understood that the normal hours of work for members not assigned to twenty-four (24) hour shift shall normally be forty (40) hours per week. Daily work schedules for those so assigned will normally be eight (8) or ten (10) hours in duration. For 40 hour employees, efforts will be made to provide lunch and breaks in accordance with city policy and two consecutive days off in the workweek.

21.1.3 No fifty-six (56) hour workweek shift member shall be authorized to work more than ~~seventy-two (72) sixty (60)~~ continuous hours without a minimum of ten (10) hours off-duty rest without prior authorization of the Fire Chief.

### 21.2 Overtime / Extra Time

21.2.1 Employees shall be compensated for overtime hours worked in accordance with the Fair Labor Standards Act. Pursuant to Section 7(k) of the FLSA, the City and Union have agreed upon a fourteen (14) day work period for purposes of overtime calculation under the FLSA. Time shall be recorded in 15 minute increments rounded up or down to the nearest quarter hour.

21.2.2 Employees working outside of the shift system shall be paid in accordance with City practice based on a forty (40) hour workweek.

21.2.3 The requirement of extra time and mandating members may be necessary to fulfill the department's staffing requirements. Regulations regarding call-back and unscheduled assignments will be governed by a mutually agreed-upon policy between the Fire Chief and the President of IAFF Local 4575. This policy will include, but not be limited to, the notifications process, tracking procedures, selection process, and the process for addressing immediate staffing needs.

21.2.4 The overtime log and mandatory seniority log shall be reset January 1 of every calendar year. Any hours scheduled for the next calendar year scheduled prior to January 1<sup>st</sup> shall be properly logged in the next calendar year's log.

21.2.5 In lieu of overtime compensation, a bargaining unit member may request and receive "compensatory time". Compensatory time earned will be calculated in accordance with Fair Labor Standard Act (FLSA).

21.3 If an employee is called-back for an unscheduled assignment after being released from duty, the employee will receive a minimum of three (3) hours overtime starting at the time of reporting to the worksite and ending upon release by supervisor.

21.4 Off-duty assignments shall be made in an equitable manner.

21.5 Sick leave will not count towards hours worked for overtime purposes.

21.6 Employees who are deployed in connection with a State or Federal disaster shall be entitled to receive “per diem” payments in accordance with amounts established by City policy. The parties agree that the City may, in its sole discretion, approve additional benefits and payments for bargaining unit members deployed in connection with a State or Federal disaster.

#### 21.7 Meetings

21.7.1 Department meetings will be held on duty time, if possible, for the purpose of conveying policy changes, operating procedures, or discussion of operational or administrative procedures.

21.7.2 If Department meetings are held during off-duty hours and an off-duty employee is required to attend, the employee shall receive a minimum of two (2) hours pay.

21.8 Volunteer or Reserve Firefighters (part-time employees) shall not be used to meet the minimum staffing level then established by the City, except as provided in Section 21.2.3 above or in cases when a bargaining unit employee is approved for leave of any kind expected to be longer than 30 days and such individual must meet the qualifications and standards established by the State of Florida and is approved by the Fire Chief.

21.9 Employees who are scheduled to work a recognized holiday will not be required to participate in or attend any scheduled training sessions.

21.10 Except as required to ensure the normal operating requirements of a fire station, including two (2) annual night trainings, and customer service needs, every effort will be made to permit down-time for all shift employees starting no later than 2100 hours until 0630 hours.

21.11 In the event Fire Administration approves a complete departmental shift re-assignment, the members of this agreement will receive at least a two (2) months’ notice of such change, excluding circumstances that are deemed extraordinary by the Fire Chief.



## ARTICLE 22 – HOLIDAYS

22.1 The City will recognize the nine (9) paid holidays as set forth in City policies and procedures.

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

22.2 For non-shift employees, if a holiday falls on a Saturday, the holiday will be observed on the Friday before the holiday. If the holiday falls on a Sunday, the holiday will be observed on the Monday following the holiday.

22.3 For shift employees, if the actual holiday falls on an employee's off duty day, the employee shall receive additional twelve (12) hours compensation paid at the regular rate of pay. In lieu of receiving holiday pay, the employee may request twelve (12) hours off, to be administered as straight "comp time" accrual, which must be used by the first pay in September or cash out will occur.

22.4 For shift employees, if the actual holiday falls on an employee's duty day, the employee shall be compensated at the rate of time and one-half the regular rate of pay for all hours worked on the holiday in addition to twelve (12) hours holiday pay. In lieu of receiving holiday pay, the employee may request twelve (12) hours off, to be administered as a straight "comp time" accrual, which must be used by the first pay in September or cash out will occur.

22.5 In order to be eligible for holiday pay an employee must work both the last scheduled work day before the holiday and the first scheduled work day after the holiday unless the absence is due to preapproved compensated time or the compensated time is due to the employee's illness or injury as verified by a doctor's note indicating that the employee's absence was due to illness or injury.

22.6 Each employee hired prior to October 1, 2013 shall be entitled to four (4) floating holidays in addition to the scheduled holidays with pay per year, which must be taken within their anniversary year. Floating holidays shall be equivalent to the employee's normally scheduled workday whether eight (8), twenty-four (24), or any other normally scheduled number of hours. Floating holidays shall be scheduled twenty-four hours (24) in advance of the employees shift, with the approval of the Fire Chief or designee, and employees shall not receive pay in lieu thereof.

22.7 In the event that the City provides an additional City-wide employee appreciation day, bargaining unit employees shall receive productive compensatory time equal to their work day/shift for each appreciation day approved.

## ARTICLE 23 – BEREAVEMENT LEAVE

23.1 When a death occurs in the immediate family of an employee, that employee shall be granted bereavement leave without loss of pay up to 4 work shifts. Additional time may be taken by the employee as vacation leave, floating holiday, PTO, sick leave, a leave of absence without pay or a day off without pay as approved by the Fire Chief.

23.2 Immediate family shall mean: spouse, co-habitant, parents, mother-in-law, father-in-law, grandparents, children, grandchildren, brothers, stepbrother, sisters, stepsister, stepchildren, stepparents of either the employee or spouse; or any person in care of the employee or permanently residing with the employee.

23.3 The City has the right to request a verification of the death.

## ARTICLE 24 – VACATION/PTO

24.1 Employees hired prior to October 1, 2013 and covered by this Agreement shall be entitled to the following annual vacation leave with pay, based on the number of years of service with the City, as follows:

Employees working forty-hour (40) workweek

Less than 1 year	0 hours
1-4 years	96 hours
5-10 years	144 hours
11 years	192 hours
12 years	200 hours
13 years	208 hours
14 years	216 hours
15 years	224 hours
16 years	232 hours
17 years and over	240 hours

Employees working fifty-six (56) hour workweek

Less than 1 year	0 hours
1 to 4 years	144 hours
5 to 10 years	216 hours
11 years	288 hours
12 years	300 hours
13 years	312 hours
14 years	324 hours
15 years	336 hours
16 years	348 hours
17 years and over	360 hours
18 years or over (Lieutenant)	372 hours

24.2 The employee shall accrue vacation leave on a bi-weekly basis.

24.3 Vacation leave accrued, but not used, within any given anniversary period may be carried over and accumulated. Employees who work a forty (40) hour week may accumulate vacation leave up to a maximum of five hundred (500) hours; an employee who works a fifty-six (56) hour week may accumulate vacation leave up to a maximum of seven hundred twenty (720) hours.

24.4 In lieu of taking vacation leave, vacation leave may be cashed in an amount equal to one-half (1/2) of that accrued within the current anniversary period, at the employee's discretion throughout the fiscal year as long as the employee submits the appropriate form to the City no later than June 1 for payment in the forthcoming fiscal year. The exchange of vacation leave for cash cannot exceed the amount submitted. Exchange will not be allowed if the employee fails to submit

this form prior to June 1. The amount of compensation shall be determined by using the employee's hourly rate at the time the vacation leave is cashed in.

24.5 Upon separation of employment, except for the commission of a criminal act of moral turpitude, an employee is entitled to a lump sum payment for any unused portion of accrued vacation leave. The payment shall be determined by using the rate of pay received by the employee at the time of separation.

24.6 Vacation leave may only be utilized by prior approval by immediate supervisor, Fire Chief or designated representative. Request for annual leave should be submitted fourteen (14) calendar days prior to starting leave to assure adequate time for coverage.

24.7 While every effort will be made to accommodate vacation time request, approval and duration may be determined on availability of personnel with equal rank, assignment or recognized certifications to cover the employee's requested leave. No more than two (2) personnel per shift may be granted scheduled leave without prior approval of the Fire Chief or designated representative.

24.8 Vacation leave may only be used to the extent of the employee's available accumulation.

24.9 All vacation will count towards hours worked for overtime purposes.

24.10 Employees hired after October 1, 2013 and covered by this Agreement shall be entitled to Personal Time Off (PTO) based on their anniversary date and the number of years of service with the City found on the below PTO chart. PTO is accrued on a bi-weekly basis and the employee will be entitled to use it at the completion of one (1) year's employment. Every employee is to physically take at least one (1) uninterrupted week off annually. Employees will be entitled to 24 hours of their PTO after completion of six (6) months of service for extraordinary circumstances authorized by the Fire Chief:

Employees working a 40 hour work week

Less than 1 year	96 hours
1 – 5 years	144 hours
6 – 14 years	216 hours
15 years and over	240 hours

Employees working a 56 hour work week

Less than 1 year	96 hours
1 – 5 years	300 hours
6 – 14 years	410 hours
15 years and over	500 hours

1. PTO days are days on which an employee may be absent from the job and still receive his regular wage. PTO, other than for emergencies, illness, etc.,

shall be requested as provided for in this section and as far in advance as possible.

2. PTO accrued, but not used, within any given anniversary period may be carried over and accumulated. Employees working eight (8) hour shifts may accumulate PTO leave up to a maximum of 500 hours. Those employees working 24 hour shifts may accumulate PTO leave up to a maximum of 720 hours.
3. PTO accruals have no cash value upon resignation, termination, or retirement.
4. Upon separation of employment due to eligible retirement and with a minimum of 10 years of credited service with the City of Edgewater an employee is entitled to use down any unused portion of accrued PTO.

24.11 The only PTO hours that will count towards productive hours worked for overtime calculation purposes under the FLSA in the fourteen (14) day work period, when scheduled at least 72 hours in advanced, Shall be hours that will bring the employee to their minimal work assignment scheduled hours for that pay period.

24.12 Regardless of years of service with the City, in the event of death or permanent disability resulting from activity determined not to be criminal wrong doing by the employee, the employee or the employee's beneficiary shall be entitled to 100% of any unused portion of PTO and accrued at the employees current hourly rate of pay.

24.13 Employees may donate their available PTO to any City employee who has an emergency or long-term illness based on current value of donated employee's hourly rate of pay.

## ARTICLE 25 – UNIFORMS AND EQUIPMENT

25.1 The City agrees to provide the clothing/equipment without cost to bargaining unit members upon employment in accordance with Department SOP's. A minimum of uniform items are listed below:

Uniform trousers	4 pair
Duty T-Shirts	4 shirts
Duty Boots	1 pair
Duty Belt	1 belt
Sweat Shirt	1 shirt

25.2 Members that are assigned to staff positions shall be provided appropriate attire for meetings, inspections or public speaking events in accordance with then established policy.

25.3 The City agrees to replace/repair issued clothing and equipment damaged due to normal wear and tear or resulting from the performance of assigned duties.

25.4 Personal property required to be used in the line of duty which is damaged or destroyed during the performance of duty shall be replaced by the City up to a limit of \$200 with proof of cost. (Greater amounts for replacement of personal property may be approved prior to damage by the Fire Chief.) All replacements must be approved by the Fire Chief and will be furnished to the bargaining unit member within thirty (30) business days of approval.

25.5 Bargaining unit members shall be required to maintain the clothing and equipment provided by the City in an acceptable condition. All assigned uniforms and equipment shall be returned to the City in the event of separation of employment.

## ARTICLE 26 – INSURANCE

26.1 The Union shall have the opportunity to discuss and provide input on any proposed changes to insurance of union bargaining member prior to implementation by the City.

26.2 The City agrees to furnish Bargaining Unit members a health and dental group insurance plan. For Driver Engineers and Firefighters hired prior to October 1, 2004, the City agrees to pay the entire amount of the health insurance premium for the Bargaining Unit member and fifty percent (50%) of the health insurance premium for their dependents. Employees hired after October 1, 2004 will have the opportunity to purchase dependent health insurance coverage. The City agrees to pay the Lieutenants entire amount of the health insurance premium for the Bargaining Unit member and seventy five percent (75%) of the health insurance premium for their dependents in the high deductible health plan with health savings account (Plan T83) only, unless they have continuously been on the Grandfathered HMO (TB4). If the Lieutenant has been continuously enrolled in the Grandfathered HMO (Plan TB4) the City will pay the entire amount of the health insurance premium for the Lieutenant under the Grandfathered HMO (Plan TB4) and seventy-five (75%) of their health and dental dependent coverage in the Grandfathered HMO (Plan TB4).

26.3 The City shall provide life insurance for all employees covered by this agreement in an amount equivalent to one (1) year's base salary rounded up the next thousand dollars: however no employee's life insurance coverage shall be less than fifteen thousand (\$15,000) dollars.

26.4 The City shall provide a maximum \$155,000 accidental death and dismemberment policy for all bargaining unit members.

26.5 The City agrees to pay fifty percent (50%) of all dental coverage for Driver Engineers and Firefighters. The City agrees to pay seventy five percent (75%) of all dental coverage for Lieutenants.

26.6 The Union and the City agree that the Firefighters' Pension Plan shall be amended to eliminate the Line-of-Duty Injury Health Insurance Benefit set forth in Section 5.05 of the Firefighters' Pension Plan for all Bargaining Unit members. All members currently receiving the Line-of-Duty Injury Health Insurance Benefit shall continue enjoyment of the benefit into the future as outlined in Ordinance 2017-0-20 but said benefit will not be available to any additional employees or new claims.



## ARTICLE 27 – INJURIES/LIGHT DUTY ASSIGNMENT

27.1 All light duty for injuries occurring in the line of duty shall be offered and applied consistent with the Fire Department practices as of the date of this Agreement. Assignment of light duty may vary depending on the availability of other assignments and the employee's ability to assist with other assignments based upon education, knowledge, experience, special skills (e.g., computer software experience), and prior work on special projects. Nothing herein requires the City to provide light duty where there are no available assignments or the employee lacks the ability to perform other available assignments.

27.2 For non-duty related injuries, or conditions that causes an employee to be unable to perform his normal duties the City, in consultation with the employee and the Fire Chief, may reassign the employee to other duties with the Fire Department, or temporarily remove the employee from duty. Nothing herein shall require the City to create a position for the employee.

27.3 Should the employee be temporarily removed from duty during the period of time the employee is unable to perform his normal duties, the employee may utilize sick leave, vacation leave, PTO or request a leave of absence without pay for the correction period.

27.4 If the employee has a disability that cannot be reasonably accommodated, the City in consultation with the employee and the Fire Chief, will attempt to place the employee in another City position, which in City's discretion, the employee can perform satisfactorily. Nothing herein shall require the City to create a position for the employee. If the City determines that the employee cannot be placed in another position, the employee chooses not to accept the position offered, or the City in consultation with the Department Head involved determines that the employee is not satisfactorily performing in the new position, then the employee shall be afforded an opportunity to resign in lieu of separation thereby retaining any benefits to which he would otherwise be entitled.

## ARTICLE 28 – PHYSICAL FITNESS/HEALTH

28.1 The parties agree that employees covered hereunder must maintain a level of fitness necessary to perform their firefighting and related duties. To achieve/maintain such level of fitness, employees will be required to participate in such physical fitness sessions as are mandated by the Department or in any Department Fitness Initiative. To determine whether employees covered hereunder have a level of fitness necessary to perform their firefighting and related duties, the Department may administer physical fitness tests that are utilized by any other department in the State of Florida or has been approved by any national organization such as the Fire Chiefs' Association, the IAFF, etc. for use in evaluating the fitness level of firefighting personnel. If an employee fails to achieve the minimum required score on a physical fitness test, a fitness improvement plan for the employee will be developed. Thereafter, the employee will be retested every three (3) months until the employee successfully achieves a passing score. Should the employee not achieve a passing score within one year, the employee may be subject to disciplinary action up to and including termination. Nothing herein shall prevent or restrict the City from removing an employee from duty or separating an employee from employment upon a determination that the employee is not physically capable of performing the essential functions of the position.

28.2 To ensure that each member has the ability to achieve and continue a healthy lifestyle the City agrees to the following:

28.2.1 Each member shall be permitted daily, workload permitting, a maximum of sixty (60) minutes of physical exercise (including warm up and cool down.)

28.2.2 The Safety Committee shall consider and may recommend changes to Fire Chief to determine the appropriate yearly fitness assessment tests, passing scores and benefits thereof, and training rehabilitation programs for those who fail to achieve passing scores.

28.3 Each employee may be subject to an annual physical examination, which may include but is not limited to the following tests:

Urinalysis

Vision Test

Audio Screen Test

Height and Weight Record

Blood Pressure

Blood Chemical Profile

EKG at rest

EKG stress test if cardiac risk profile deems necessary

Pulmonary function test

Complete hepatitis screening

Tuberculosis test and chest x-ray if indicated

The City shall ensure that the results of all medical evaluations and physical performance test shall remain confidential as required by law. In the event that any medical evaluations and physical

performance test indicates that an employee has any potential restrictions or need for further testing and/or evaluation, all such activities and records related to any restrictions, testing, or evaluations shall be coordinated through Personnel and remain confidential as required by law. The Fire chief shall be notified by the physician only as to whether each firefighter is fit for duty.

28.4 The Union recognizes that the Surgeon General of the United States has determined that tobacco contributes to the development of a number of heart and lung diseases. All members of the bargaining unit shall be required, as a condition of continued employment, to refrain from using any tobacco products at any time.

28.5 The City of Edgewater will cover the cost of up to \$500 for each screening conducted by Life Scan, and the City will budget the funds to cover the cost of 50% of the membership each fiscal year. The City and Union may mutually agree on another advanced screening provider similar to the Life Scan program. This screening is not associated with the annual fit-for-duty physicals, and participation by the membership is voluntary. This article shall be managed by the Fire Rescue Department's standard operating policy.

## ARTICLE 29 – WAGES

29.1 For the fiscal year ~~2025-2026~~ ~~2022-2023~~, all eligible employees shall receive a ~~6%~~ ~~\$1.17~~ increase in their hourly rate of pay the first full pay cycle in the month of October. ~~with an additional 2% for Driver Engineer and an additional 4% for Lieutenant~~ The 6% increase for fiscal year 2025-2026 will be subject to the City Council appropriating sufficient funds in the budget to fund the pay increase pursuant to § 447.309(2)(b), Florida Statutes. ~~For fiscal year 2022-2023, pay increases shall be effective the first full pay cycle upon ratification of this agreement but no sooner than the first full pay cycle in the month of October. For fiscal year 2023-2024, all eligible employees shall receive a 7% increase in their hourly rate of pay the first full pay cycle in the month of October. The 7% increase for fiscal year 2023-2024 will be subject to the City Council appropriating sufficient funds in the budget to fund the pay increase pursuant to § 447.309(2)(b), Florida Statutes. For fiscal year, 2024-2025, all eligible employees shall receive a 5% increase in their hourly rate of pay the first full pay cycle in the month of October. The 5% increase for fiscal year 2024-2025 will be subject to the City Council appropriating sufficient funds in the budget to fund the pay increase pursuant to § 447.309(2)(b), Florida Statutes.~~ Employees are not eligible for this increase until they have successfully completed their new-hire probation and been deemed a regular employee. ~~For fiscal year 2024-2025, in addition to the increase above, the City agrees to meet with the IAFF in January 2025 to discuss possible additional pay increases for fiscal year 2024-2025. This shall not be considered a reopening of this Agreement. Any agreements reached through the meeting and discussion process will be subject to ratification by both parties.~~

29.2 All bargaining unit employees employed as a firefighter as of April 18, 2011, shall be entitled to receive paramedic incentive pay equal to \$2.00 per hour. For any bargaining unit employees hired after April 18, 2011, who are cleared to function as a paramedic under both City and County protocols and assigned by the Fire Chief to perform paramedic duties will receive paramedic incentive pay equal to \$2.00 per hour for the period of time that the City of Edgewater is permitted to do patient transport and is reimbursed for such transports. If by chance the City of Edgewater is no longer permitted to do patient transports and/or reimbursed for such transports, those employees hired after April 18, 2011 will instead of hourly paramedic incentive pay shall be entitled to receive an annual stipend in the amount of \$6000.00. Such stipend shall be paid in monthly installments and prorated for any partial months or weeks of work. Stipends shall not be paid for any unpaid periods unpaid leaves of absence or periods whereas employee was not permitted to operate as a cleared paramedic.

## ARTICLE 30 – RULES AND REGULATIONS

30.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City, the Department, and any amendments thereto, except as superseded or modified herein. The Union shall be provided with one copy of any rule, regulations, policies, or standing operating procedures, which replace or add to the City's and/or Fire Departments present rules, regulations, policies, or procedures.

30.2 Should the City or the Department amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's employee representative within the Fire Department) at least ten (10) business days prior to implementation. Nothing herein shall restrict the City or the Department from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation. Prior to implementing any changes in rules, regulations, policies or standard operating procedures the union shall be provided with a copy of the proposed change and given an opportunity to submit written comments. Any written comments submitted by the union within ten (10) calendar days shall be considered by the City. Nothing herein be construed to restrict the City's right to implement any such changes or revisions.

30.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

30.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the employee has actual knowledge or the passage of at least six (6) calendar days after dissemination to the employees, whichever is earlier. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

## ARTICLE 31 – ALCOHOL AND DRUG TESTING

31.1 Bargaining unit employees shall be subject to the City's Drug Free Workplace Policy and shall be required to submit to drug and alcohol testing as set forth in City policy and procedure as of the date of this Agreement. Failure to submit to testing is grounds for termination of employment. Employees covered hereunder may be required to take a drug/alcohol test pursuant to any random testing program not prohibited by applicable law and as established by City policy and procedure.

## ARTICLE 32 – EDUCATION REIMBURSEMENT AND INCENTIVES

### 32.1 Education Reimbursement:

32.1.1 The City agrees to make a good faith effort to promote on-the-job training for the purpose of improving the performance of employees, improving the quality of service rendered to the public and aiding employees to equip themselves for greater responsibilities and advancement to higher positions when available.

32.1.2 If an employee requests to take an enrichment course, upon prior approval by the Fire Chief and the City, the employee's full tuition may be paid by the City prior to the class beginning, subject to available budget. The employee will reimburse the City 50% of the tuition through payroll deduction divided equally over an eight (8) week period (4 checks) beginning with the next pay period. If the City recommends that an employee take an enrichment course, upon prior approval by the Fire Chief and the City, the employee's full tuition may be paid by the City prior to the class beginning, subject to available budget. The employee will reimburse the City 25% of the tuition through payroll deduction divided equally over an eight (8) week period (4 checks) beginning with the next pay period. All City tuition will be subject to satisfactory completion of courses with a grade of C or better and any conditions established set forth in a course agreement with an employee. If the employee does not satisfactorily complete the course, reimbursement of the full tuition will be through payroll deduction divided equally over an additional eight (8) week period (4 checks) beginning with the next pay period. The Fire Chief shall determine attendance and approval after considering the needs of the department.

32.1.3 If an employee remains in the City's employment for two (2) years after satisfactory completion of an enrichment course, they will not be obligated to reimburse the City for any amounts paid by the City for satisfactory completion of an enrichment course.

32.1.4 Employees who do not remain employed by the City for two (2) years after satisfactory completion of an enrichment course will be obligated to reimburse the City for amounts paid toward course expenses as follows:

6 months or less after satisfactory completion of course	=100%
6-12 months after satisfactory completion of course	= 75%
12-18 months after satisfactory completion of course	= 50%
18-24 months after satisfactory completion of course	= 25%

32.1.5 The Fire Chief may rearrange scheduling of shifts so as to allow an employee to attend approved enrichment courses.

32.1.6 An employee may be granted educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined and approved by the Fire Chief and the City in their sole discretion. An employee granted educational leave with full pay shall be entitled to receive all City benefits in the same manner as

if he were on active duty during the period of the leave, excluding overtime provisions. Authorized educational leave that required back-fill coverage may be filled with Reserve Firefighters.

32.1.7 The City shall assume financial responsibility for tuition, books and transportation for a course or certification required as a condition of continued employment. If the employee does not satisfactorily complete the course, he may re-enroll at own expense, and take such course on personal time.

32.2 Employees who receive certification or completion of specific courses shall be eligible to receive monthly educational incentive pay in the amount of fifty dollars (\$50) per category. The appropriate and/or adjusted educational incentive pay shall commence on the first pay period of the month following notification to the Human Resources Department that the employee has successfully completed the course. Proper notification shall be a copy of the transcript and the certificate of completion of degree.

32.3 An employee can only receive monies for classes or certifications that are not required for the employee's current job description. An employee can receive a maximum eligibility of two hundred dollars (\$200) a month for incentives.

32.4 The Fire Department assigned personnel will be responsible for maintaining employee achievement records and providing the incentives due each employee to the Human Resources Department, based upon the certifications/degrees received as identified in the chart below. Once a certification is obtained and a Category is achieved, the employee will receive the monies for that Category the next applicable pay cycle in the following month.

Driver Engineer / Firefighter Categories

Category 1	Category 2	Category 3	Category 4	Category 5
<b>Level 1 Certifications (1 required)</b>	<b>Level 2 Certifications (1 required)</b>	<b>Advanced Achievements (1 required)</b>	<b>Classes (1 required)</b>	<b>Instructor Ratings (2 required)</b>
:Driver operator :Fire Instructor :Fire Inspector :Fire Investigator	:Fire officer 2 :Fire Instructor 2/3 :Fire Inspector 2 :Fire Investigator 2 : LFTI	: Fire Officer :Secondary Degrees :TRT tech level : CISM : Incident Safety Officer	: :SCBA Tech :Education Mentor :Car SeatTech :Blue Card	: :CPR :ACLS :PALS/PEPP :ITLS :First Aid



#### Lieutenant Categories

Category 1	Category 2	Category 3	Category 4	Category 5
<b>Level 1 Certifications (1 required)</b>	<b>Level 2 Certifications (1 required)</b>	<b>Advanced Achievements (1 required)</b>	<b>Classes (1 required)</b>	<b>Instructor Ratings (2 required)</b>
:Fire Investigator :Secondary Degree CISM	:Fire officer 2 :Fire Instructor 2/3 :Fire Inspector 2 :Fire Investigator 2 : LFTI	:TRT tech level :Incident Safety Officer :Special Operations Tech Level	:SCBA Tech :Education Mentor :Car SeatTech :Blue Card	:CPR :ACLS :PALS/PEPP :ITLS :First Aid

32.4.1 It is agreed that each member accepting incentive pay shall perform duties commensurate to the level of certification or training that established eligibility for the category.

32.4.2 The member will forfeit category pay if at any time the certification or training that established category eligibility becomes unusable. The member will not be prevented from obtaining additional eligibility based on alternate certifications or trainings required for the category. If a member is receiving State funding for a college degree, they can only utilize additional college degrees from accredited institutions that are equal to or greater than the State funded degree; e.g. a member receiving a 4-year degree may not receive additional educational credit for a 2-year degree.

32.5 Special project Lead program as assigned by the Fire Chief is compensated at fifty dollars (\$50.00) to one hundred dollars (\$100) a month depending on the scope of the project assigned by the Fire Chief. Assistants for special projects assigned by the Fire Chief will be compensated at twenty-five (\$25) dollars a month. Examples of special projects may be, but not limited to: vehicle maintenance, building maintenance, training coordinator, EMS equipment, purchasing, etc. A special project is a designated additional activity or duty, outside the scope of the employee's job description, assigned by the Fire Chief that increases the employee's daily work load or responsibilities. The categories for both incentive eligibility and special project stipend may be altered as needed by the Fire Chief.

32.6 At no time shall incentive or educational monies received from the State or Federal Government be considered part of the total allowable incentives a bargaining unit member can obtain.

32.7 Employees who have successfully completed the Paramedic Preceptorship Credentialing Program and assigned by the Fire Chief as a Credentialed Paramedic Preceptor shall be compensated an incentive pay of \$1.00 for each hour the Preceptor is evaluating a paramedic candidate. Paramedic Preceptor Credentials may be suspended at the Fire Chiefs discretion.

32.8 Employees who have successfully completed the Field Training Officer Credentialing Program and assigned by the Fire Chief as a Credentialed Field Training Officer Preceptor shall be compensated an incentive pay of \$1.00 for each hour the Preceptor is evaluating a newly hired career firefighter. Field Training Officer Credentials may be suspended at the Fire Chiefs discretion.

32.9 Employees assigned to the medical transport unit shall receive a transport incentive pay equal to ~~\$2.00~~ ~~1.00~~ per hour for the period of time the employee is assigned to the medical transport unit. Employees are eligible for transport incentive pay for the period of time that the City of Edgewater is permitted to provide emergency and non-emergency medical transport service and when an employee is assigned to the medical transport unit for four (4) hours or more per shift.

#### ARTICLE 33 – ENTIRE AGREEMENT/DURATION

33.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

33.2 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

33.3 This Agreement shall be effective upon approval and execution of the parties and shall remain in full force and effect until and including September 30, 202~~6~~<sup>5</sup>.

33.4 ~~Neither party shall be permitted to reopen or renegotiate this Agreement for said term of the Agreement; provided, however, that either party may reopen the Agreement for the limited purpose of negotiating Wages during the second and third year of the contract (fiscal year 2023-2024 and 2024-2025).~~ During fiscal year 2025-2026, the agreement will be opened to negotiate for all articles covering the terms and conditions for the subsequent fiscal years 2026-2027, 2027-2028 and 2028-2029.

33.5 Upon mutual consent anytime during the term of this Agreement, the parties may agree to reconsider any provision of this Agreement.

#### ARTICLE 34 – MILEAGE

34.1 Any employees who has received prior authorization to use the employee's private automobile in the performance of official City duties will be compensated by the City at the rate authorized by current City policy.

34.2 Employees shall not accept compensation and/or fees from another entity in connection with travel unless expressly authorized by the City. If an employee receives compensation and/or fees from another entity which is not expressly authorized, the employee shall turn such over to the City.

#### ARTICLE 35 - SEVERABILITY/SAVINGS

35.1 Should any provision of this collective bargaining agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequently enacted state or federal legislation, Florida PERC decision or decision by a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree that they shall meet within thirty (30) calendar days of the date when the contract provision was determined invalid, in order to negotiate a replacement provision.

**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties attach their hands and seals the below-written dates:

**CITY OF EDGEWATER**

**EDGEWATER PROFESSIONAL  
FIREFIGHTERS IAFF LOCAL 4575**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
~~Dominick Fede~~ Justin Nickels  
President

**Attest:**

**Attest:**

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED FOR FORM AND CORRECTNESS:**

\_\_\_\_\_  
Aaron Wolfe, Labor Attorney

## **EXHIBIT A**

### Seniority List for Bargaining Unit Employees

<u>Name</u>	<u>Date of Hire</u>
Haynes, Jason A.	12/04/98
Everidge, Bryan E.	03/29/02
White, James J.	10/08/04
Fede, Dominick T.	10/08/04
Thomas, Jeffrey S.	07/22/05
Blair, David W.	12/17/07
Nickels, Justin T.	01/05/09
Bridges, Brian S.	12/13/09
Thompson, Tyler R.	11/05/12
Griffiths, Kenroy A.	07/04/16
Silvestro, Joseph M.	07/05/16
Shannon, Zachary	10/09/16
Binder, James A.	05/06/18
<del>Urbanski, Savannah L.</del>	<del>05/07/18</del>
Arthur, Megan N.	10/07/18
Lyles, Clay A.	12/02/19
Brown, Brandon D.	09/19/21
<del>Runge, Ezra A.</del>	<del>09/20/21</del>
Owens, Jerry S.	09/21/21
Brooks, Keegan T.	01/31/22
<del>Brahm, Jordan A.</del>	<del>04/03/22</del>
Bogenschutz, Jacob C.	04/04/22
<del>Bergeron Collier, Blake</del>	<del>C.</del> 05/02/22
<del>Freshour, Jack V.</del>	<del>05/31/22</del>
Barrett, Demi M.	07/11/22
Jones, Adon T.	10/28/22
Maunu, Ryan S.	10/30/22
Domanico, Justin M.	05/12/23
<del>Thomas, Zachariah III</del>	<del>05/13/23</del>
Green, Christopher B. Jr.	05/14/23
Schenke, Scott R.	05/15/23
Giordano, Michael A.	12/18/23
<del>Sheppard, William R.</del>	<del>03/04/24</del>
<del>Martin, Chase</del>	<del>01/23/25</del>
<del>Dymond, Caleb</del>	<del>01/24/25</del>
<del>Janovyak, Jacob</del>	<del>01/26/25</del>
<del>Rodriguez, Dayan</del>	<del>01/27/25</del>
<del>Powers, Gavin</del>	<del>07/06/25</del>
<del>Boston, Steven</del>	<del>07/07/25</del>

**EXHIBIT B**

**IAFF LOCAL 4575  
MEMBER GRIEVANCE FORM**

Employee's Name \_\_\_\_\_ Job Title \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_ Date Act/Condition Occurred \_\_\_\_\_

Provision Violated: (allegedly) Article(s) \_\_\_\_\_ Section \_\_\_\_\_

Grievance Step Number \_\_\_\_\_

Description of Grievance: (attach separate sheet if necessary)

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Remedy Sought:

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Employee \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Union Representative: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Submitted To: \_\_\_\_\_



	Name	Title
Signature	_____	_____
		Date