

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-139**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND THE PROFESSIONAL FIREFIGHTERS OF MARATHON, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4396, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the "City"), and the Professional Firefighters of Marathon, International Association of Firefighters Local 4369 (the "Union") negotiated a proposed Collective Bargaining Agreement on October 17th 2014; and

WHEREAS, on October 18th and 19th, 2014 the Union membership voted and ratified the proposed Collective Bargaining Agreement by majority vote of the votes cast by the Union members.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Collective Bargaining Agreement between the City and the Union, a copy of which is attached as Exhibit "A," is hereby approved and ratified. The City Manager is authorized to execute the agreement on behalf of the City.

Section 3. This resolution shall take effect November 1st, 2014 upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 28th DAY OF OCTOBER 2014.

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

AYES: Bartus, Bull, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

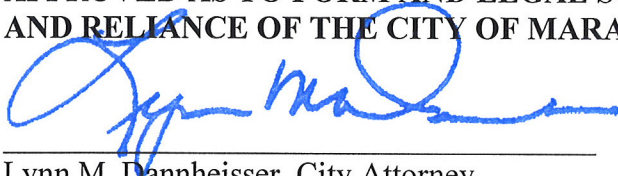
ATTEST:



Diane Clavier
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



Lynn M. Dannheisser, City Attorney

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF MARATHON



And

PROFESSIONAL FIREFIGHTERS OF MARATHON
LOCAL 4396



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ARTICLE 1

Union Recognition and Agreement Coverage

The City recognizes the Union as the sole and exclusive bargaining representative for all full-time Employees and on-call volunteers in the City of Marathon Fire Department who are certified Firefighter EMT/Paramedics, Lieutenants (PERC certification # 1571) and Captains (PERC certification # 1611) and mutually agreed to combine both units into one collective bargaining agreement. Those Employees (hereafter (“Employees”)) are covered by this Agreement.

Excluded from this recognition and coverage of this Agreement are all other Employees of the Fire Department including Assistant Fire Marshal, Volunteers (including, but not limited to, part-time volunteers as referred to in PERC order 06E-016), Interfacility Transfer Personnel, and all other Employees of the City.

ARTICLE 2

Management Rights

Section 1. City's Rights

The City reserves and retains, solely and exclusively to itself, all of the normal, inherent and common law rights to manage the business, whether exercised or not, as existed prior to the time the Union became the bargaining representative of the Employees, except and only to the extent that such rights are expressly abridged by a specific provision of this Agreement. The City also retains all rights which are not specifically relinquished or limited by specific provisions of this Agreement. The City's past or future failure to exercise any function or right hereby reserved to it, or its past or future exercising of any function or right in any particular way, shall not be deemed a waiver of its future right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2. Employee/Union Reservation of Right to Grieve

The exercise by the City of the rights retained in Section 1 shall not preclude Employees or the Union from pursuing grievances, should decisions on such matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 3

Prevailing Rights

Section 1. All rights, privileges and working conditions enjoyed by the Employees at the present time that are not included in this agreement shall remain in full force, unchanged and unaffected in any manner unless changed by mutual consent.

An employee found to abuse a privilege may be subject to having that privilege revoked for a time period not to exceed six (6) months.

Section 2. This Agreement shall not be construed to deprive any Employee of any protections granted by the Laws of the State of Florida, Resolutions and Ordinances of the City of Marathon, Florida, in existence at the time the Contract is ratified.

ARTICLE 4

Dues Deduction

Effective immediately upon receipt of a written authorization form from an Employee, the City agrees, at no cost to the Employee or Union, to deduct regular union dues of such employee from his/her bi-weekly paycheck. The Union will notify the City in writing prior to any change in the regular union dues structure.

ARTICLE 5

Union Business

Up to four (4) members of the Union negotiating team shall be allowed to participate in labor contract negotiation sessions while on duty with no loss of pay as long as it does not interfere with operations of the Department.

At the discretion of the Fire Chief, employees shall be allowed to attend monthly Union meetings while on duty as long as such attendance does not interfere with the Employee's performance of his/her duties. Employees shall also be allowed to participate in Department-sanctioned events (such as boot drives, spaghetti dinners, Thanksgiving dinners) while on duty and so long as such participation does not interfere with the Employee's performance of his/her duties.

Employees shall also be allowed to attend meetings of the City Council, Pension Board and budget workshops while on duty. The on duty Employee shall also be allowed time off without pay to attend these meetings so long as coverage is provided by the Union at no additional costs to the City.

ARTICLE 6

Labor Management

Conferences to discuss subjects of concern shall be scheduled as needed. Such conferences may be requested by the Fire Chief or Union President.

The purpose of these informal conferences is to facilitate the communication and resolution of mutual concerns. They shall not be construed to constitute a reopening of negotiations or resolution of grievances.

ARTICLE 7

Non-Discrimination

No Employee covered by this Agreement will be discriminated against by the City or the Union. The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status, sexual orientation, membership or non-membership in the Union.

All references to "Employees" and/or "firefighters" in this Agreement shall be interpreted to include unit personnel of both sexes. Whenever the male gender is used in this Agreement, it shall be interpreted to include both male and female employees.

Parties agree that nothing herein shall obligate an individual bargaining unit member to arbitrate a claim of discrimination in lieu of pursuing any rights or remedies he may have in any federal, state, or local agency or court.

ARTICLE 8

Staffing

Determination of levels of staffing for the Department shall be in the sole discretion of the City Manager, with advice and counsel of the Fire Chief, and in accordance with policies established by the City Council.

ARTICLE 9

Discipline and Discharge

Section 1. Purpose

Performance or conduct which is outside Departmental policy or which is in conflict with organizational values must be altered in order for the Employee to enjoy a successful career. The goal of discipline, short of termination, is to bring about behavioral change.

Section 2. Alternative Discipline

Alternative discipline describes a range of options that can be imposed to encourage Employee to bring his or her performance and/or conduct to an acceptable level. The term "alternative" is not intended to imply that each option in the disciplinary range must be taken; it means only that a range of alternatives exist to most effectively address the needed behavioral change.

Consequently, the disciplinary option to be utilized is to be evaluated and imposed based on the level being necessary to accomplish this in light of the performance and/or conduct issue needing modification and the totality of the attendant facts and circumstances.

The alternative discipline options include: (1) Verbal; (2) written counseling; (3) suspension or demotion; and (4) termination of employment.

It is not necessary that all disciplinary matters enter the process at the counseling session level, but rather utilizing any option depending on the performance and/or conduct involved and attendant facts and circumstances.

Any written counseling will be expunged from the Employee's record after three years if the Employee has had no disciplinary action in the interim.

Section 3. Challenging Discipline

Alternative discipline options (1) and (2) are not subject to the dispute resolution procedures contained in either the Employment Grievances or Agreement Grievances Articles of this Agreement. And, any challenge to imposition of alternative discipline option (3) and (4) shall be processed as an Employment Grievance under the Grievances Article of this Agreement, with the decision of the majority of the panel consisting of the City Manager, Fire Chief, Human Resources Director, Union President or Union Officer and an Employee selected by the Union being final and binding on all parties. But, in all events, the Employee may submit a written rebuttal that will be included in the Employee's personnel file and included with any written record of the applicable disciplinary action.

ARTICLE 10

Health Insurance

The healthcare coverage for Full Time Employees covered by this agreement and their beneficiaries shall be at the same levels, and under the same terms and conditions as other City employees. Currently, employees are offered a two-tiered - base and premium plan. Any changes to health insurance benefits that exceed no cost for the base plan and an increase greater than 15% per year for the premium plan will be subject to collective bargaining. In addition, each Employee will be reimbursed once each fiscal year for up to \$100 annually for co-pays incurred by the Employee.

ARTICLE 11

Pension

The parties agree to maintain the current pension plan subject to the provisions of this Article.

Within thirty (30) days of the effective date of this Agreement and, thereafter, annually before June 1 of each successive year, the pension plan's actuary (in consultation with the City's finance director and City's expert, and the Union's designated representative) will develop a recommendation to present to the Union for lawful changes (in compliance with Florida Statutes Chapter 175) to the existing plan, to be effective October 1, designed to provide reasonable assurance that the City's net (after crediting current Employee contributions and fire insurance premium rebates) required contribution to the plan will not exceed twelve percent (12%) of total Employees' pensionable pay (referred to as "Compensation") for the ensuing twelve (12) month period following the pertinent October 1. The Union agrees to the adoption by the plan of those recommended changes.

If, notwithstanding all the parties best efforts to achieve and maintain the City's net required contribution to the plan at twelve percent (12%) of Compensation or less, the City's required net contribution actually exceeds twelve percent (12%) of Compensation, the Union agrees to automatically increase the Employee contribution one percent (1%) of Compensation for each \$25,000 (or part thereof) by which the City's net required contribution exceeded twelve percent (12%) of Compensation (referred to as the "shortfall") not to exceed a total Employee contribution of fifteen percent (15%) (existing 5% plus new 10%) of Compensation.

In the event the City's required net contribution exceeds fifteen percent (15%) of Compensation or the State of Florida, Division of Retirement determines that any provision of this Article will negatively impact the City's entitlement to the Florida Statutes chapter 175 insurance premium

tax rebate, the parties agree to reopen this Article at the request of the City for negotiations. If following reopening, the parties are unable to reach agreement on modification of this article within ninety (90) days, (or such further period agreed to by both parties in writing), the Union may increase their contributions to maintain pension benefits.

In the event the City's required net contribution is less than twelve percent (12%) of Compensation in any given year, the difference will be set aside in a stabilization fund to be applied toward the shortfall in any future year(s) in which the City's required net contribution exceeds twelve percent (12%) of Compensation.

ARTICLE 12

Safety Committee

The Union will appoint two (2) members to work with the Fire Chief or his designee on the Safety Committee. The committee will meet no less than quarterly and discuss matters of safety/health/wellness that affect members of the bargaining unit. All recommendations of the Safety Committee shall be submitted to the Fire Chief. The Fire Chief will notify the Union in writing as to the actions taken in regard to such recommendations. The actions and recommendations of this committee shall be advisory only.

ARTICLE 13

Bulletin Board

The City agrees to furnish the Union with a bulletin board for its exclusive use at each station.

The Union guarantees no information or material will be posted if it's derogatory or of other improper nature.

ARTICLE 14

Substance Abuse

The City and the Union recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, lowered morale and diminished interpersonal skills. The City and the Union share a commitment to solve this problem and to create and maintain a drug free work place policy.

The City prohibits the illegal use, possession, or distribution of drugs, alcohol, or other controlled substance on it's property. It is also against policy to report to work under the influence of illegal drugs or alcohol.

If an employee tests positive for illegal drugs or alcohol under reasonable suspicion or post accident/injury and it is the first offense, the employee may 1) be subject to progressive discipline, 2) be required to follow what the current insurance provider will cover for rehabilitation, and 3) sign a last chance agreement after counseling with the department head.

In lieu of terminating an employee who tests positive for illegal substances, The City of Marathon provides the Employee a final opportunity to agree to comply with all policies and practices as outlined in the Human Resources guide. An Employee who violates the terms and conditions of the last chance agreement shall be subject to termination once all policies and procedures are properly exercised to ensure that the employee has met the criteria for such disciplinary action.

ARTICLE 15

Full Time Wages

Wages shall be based on the below chart based on date of hire and years of service. The step plan will take effect on November 1st 2014.

After 15 years of service, the employee will receive a five (5) percent longevity increase on their anniversary date.

See Step Plan Attached

Part Time Firefighter EMT/Paramedic will be at entry level pay for that position when assigned to perform shift coverage. Shift coverage will be defined as any instance where a part time employee is involved in activities that require a Firefighter II certification (excluding training).

City Of Marathon Pay Scale 2014/2015

	Entry	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
FF/EMT	\$ 39,936.00	\$ 41,134.08	\$ 42,368.10	\$ 43,639.15	\$ 44,948.32	\$ 47,195.74	\$ 48,611.61	\$ 50,069.96	\$ 51,572.05	\$ 53,119.22	\$ 56,837.56
HR/Rate	\$ 16.00	\$ 16.48	\$ 16.97	\$ 17.48	\$ 18.01	\$ 18.91	\$ 19.48	\$ 20.06	\$ 20.66	\$ 21.28	\$ 22.77
FF/EMT-P	\$ 41,184.00	\$ 42,419.52	\$ 43,692.11	\$ 45,002.87	\$ 46,352.95	\$ 48,670.60	\$ 50,130.72	\$ 51,634.64	\$ 53,183.68	\$ 54,779.19	\$ 58,613.74
HR/Rate	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.03	\$ 18.57	\$ 19.50	\$ 20.08	\$ 20.69	\$ 21.31	\$ 21.95	\$ 23.48
Lieutenant EMT	\$ 43,280.64	\$ 44,579.06	\$ 45,916.43	\$ 47,293.92	\$ 48,712.74	\$ 51,148.38	\$ 52,682.83	\$ 54,263.31	\$ 55,891.21	\$ 57,567.95	\$ 61,597.71
HR/Rate	\$ 17.34	\$ 17.86	\$ 18.40	\$ 18.95	\$ 19.52	\$ 20.49	\$ 21.11	\$ 21.74	\$ 22.39	\$ 23.06	\$ 24.68
Lieutenant EMT-P	\$ 45,502.08	\$ 46,867.14	\$ 48,273.16	\$ 49,721.35	\$ 51,212.99	\$ 53,773.64	\$ 55,386.85	\$ 57,048.46	\$ 58,759.91	\$ 60,522.71	\$ 64,759.30
HR/Rate	\$ 18.23	\$ 18.78	\$ 19.34	\$ 19.92	\$ 20.52	\$ 21.54	\$ 22.19	\$ 22.86	\$ 23.54	\$ 24.25	\$ 25.95
Captain EMT-P	\$ 46,874.88	\$ 48,281.13	\$ 49,729.56	\$ 51,221.45	\$ 52,758.09	\$ 55,395.99	\$ 57,057.87	\$ 58,769.61	\$ 60,532.70	\$ 62,348.68	\$ 66,713.09
HR/Rate	\$ 18.78	\$ 19.34	\$ 19.92	\$ 20.52	\$ 21.14	\$ 22.19	\$ 22.86	\$ 23.55	\$ 24.25	\$ 24.98	\$ 26.73

City Of Marathon Pay Scale 2015/2016

	Entry	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
FF/EMT	\$ 41,134.08	\$ 42,368.10	\$ 43,639.15	\$ 44,948.32	\$ 46,296.77	\$ 48,611.61	\$ 50,069.96	\$ 51,572.05	\$ 53,119.22	\$ 54,712.79	\$ 58,542.69
HR/Rate	\$ 16.48	\$ 16.97	\$ 17.48	\$ 18.01	\$ 18.55	\$ 19.48	\$ 20.06	\$ 20.66	\$ 21.28	\$ 21.92	\$ 23.45
FF/EMT-P	\$ 42,432.00	\$ 43,704.96	\$ 45,016.11	\$ 46,366.59	\$ 47,757.59	\$ 50,145.47	\$ 51,649.83	\$ 53,199.33	\$ 54,795.31	\$ 56,439.17	\$ 60,389.91
HR/Rate	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.13	\$ 20.09	\$ 20.69	\$ 21.31	\$ 21.95	\$ 22.61	\$ 24.19
Lieutenant EMT	\$ 44,578.56	\$ 45,915.92	\$ 47,293.39	\$ 48,712.20	\$ 50,173.56	\$ 52,682.24	\$ 54,262.71	\$ 55,890.59	\$ 57,567.31	\$ 59,294.33	\$ 63,444.93
HR/Rate	\$ 17.86	\$ 18.40	\$ 18.95	\$ 19.52	\$ 20.10	\$ 21.11	\$ 21.74	\$ 22.39	\$ 23.06	\$ 23.76	\$ 25.42
Lieutenant EMT-P	\$ 46,874.88	\$ 48,281.13	\$ 49,729.56	\$ 51,221.45	\$ 52,758.09	\$ 55,395.99	\$ 57,057.87	\$ 58,769.61	\$ 60,532.70	\$ 62,348.68	\$ 66,713.09
HR/Rate	\$ 18.78	\$ 19.34	\$ 19.92	\$ 20.52	\$ 21.14	\$ 22.19	\$ 22.86	\$ 23.55	\$ 24.25	\$ 24.98	\$ 26.73
Captain EMT-P	\$ 48,272.64	\$ 49,720.82	\$ 51,212.44	\$ 52,748.82	\$ 54,331.28	\$ 57,047.85	\$ 58,759.28	\$ 60,522.06	\$ 62,337.72	\$ 64,207.85	\$ 68,702.40
HR/Rate	\$ 19.34	\$ 19.92	\$ 20.52	\$ 21.13	\$ 21.77	\$ 22.86	\$ 23.54	\$ 24.25	\$ 24.98	\$ 25.72	\$ 27.53

City Of Marathon Pay Scale 2016/2017

	Entry	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
FF/EMT	\$ 42,357.12	\$ 43,627.83	\$ 44,936.67	\$ 46,284.77	\$ 47,673.31	\$ 50,056.98	\$ 51,558.69	\$ 53,105.45	\$ 54,698.61	\$ 56,339.57	\$ 60,283.34
HR/Rate	\$ 16.97	\$ 17.48	\$ 18.00	\$ 18.54	\$ 19.10	\$ 20.05	\$ 20.66	\$ 21.28	\$ 21.91	\$ 22.57	\$ 24.15
FF/EMT-P	\$ 43,704.96	\$ 45,016.11	\$ 46,366.59	\$ 47,757.59	\$ 49,190.32	\$ 51,649.83	\$ 53,199.33	\$ 54,795.31	\$ 56,439.17	\$ 58,132.34	\$ 62,201.61
HR/Rate	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.69	\$ 21.31	\$ 21.95	\$ 22.61	\$ 23.29	\$ 24.92
Lieutenant EMT	\$ 45,926.40	\$ 47,304.19	\$ 48,723.32	\$ 50,185.02	\$ 51,690.57	\$ 54,275.10	\$ 55,903.35	\$ 57,580.45	\$ 59,307.86	\$ 61,087.10	\$ 65,363.20
HR/Rate	\$ 18.40	\$ 18.95	\$ 19.52	\$ 20.11	\$ 20.71	\$ 21.74	\$ 22.40	\$ 23.07	\$ 23.76	\$ 24.47	\$ 26.19
Lieutenant EMT-P	\$ 48,272.64	\$ 49,720.82	\$ 51,212.44	\$ 52,748.82	\$ 54,331.28	\$ 57,047.85	\$ 58,759.28	\$ 60,522.06	\$ 62,337.72	\$ 64,207.85	\$ 68,702.40
HR/Rate	\$ 19.34	\$ 19.92	\$ 20.52	\$ 21.13	\$ 21.77	\$ 22.86	\$ 23.54	\$ 24.25	\$ 24.98	\$ 25.72	\$ 27.53
Captain EMT-P	\$ 49,720.32	\$ 51,211.93	\$ 52,748.29	\$ 54,330.74	\$ 55,960.66	\$ 58,758.69	\$ 60,521.45	\$ 62,337.10	\$ 64,207.21	\$ 66,133.42	\$ 70,762.76
HR/Rate	\$ 19.92	\$ 20.52	\$ 21.13	\$ 21.77	\$ 22.42	\$ 23.54	\$ 24.25	\$ 24.97	\$ 25.72	\$ 26.50	\$ 28.35

ARTICLE 16

Hours of Work

The work week for twenty-four (24) hour full time shift Employees shall be as follows: twenty-four (24) hours on duty, forty-eight (48) hours off duty. The beginning and ending hours for each shift shall be 0800 – 0800. A day off, now known as a "Kelly" day, shall be granted once every seven (7) scheduled tours. This schedule will result in a forty-eight (48) hour work week. Any changes in this schedule shall be subject to negotiations between the parties.

When a full time shift Employee works his normal schedule (144 hours in 21 days), he will receive a draw of ninety-six (96) hour pay in each bi-weekly pay period.

ARTICLE 17

Overtime

All Employees have the right to request and be paid at the rate of one and one half times their normal rate of pay according to the FLSA minimum standards based on a three week pay cycle and one hundred fifty-nine (159) hours of work. It is understood that scheduled PTO and unscheduled PTO (that which occurs prior to a forced overtime occurrence) shall count towards hours worked. Forced overtime shall be approved and monitored by the Fire Chief.

ARTICLE 18

Holiday Pay

All Full Time Employees covered by this agreement, including probationary employees, shall enjoy the same holidays as observed by other City employees:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day (observed)
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Any additional holidays/changes declared by official resolution of the City shall be added to the above list.

All Full time Employees covered by this agreement, whether on or off duty on the day in which an observed holiday occurs, shall receive eleven and one half (11.5) hours of pay at their regular rate of pay.

ARTICLE 19

Incentive Pay

Incentive pay for full time Employees covered by this agreement shall be one and one half (1.5%) for the following state certifications with a max of three (3 %);

Airport Rescue Fire Fighting	1.5%
State of Florida Fire Inspector	1.5%
State of Florida Apparatus Pump Operator	1.5%
Aerial/ Pump Operator (Department approved)	1.5%
Fire Officer 1	1.5%
Fire Officer 2	1.5%

ARTICLE 20

Promotions

All promotional examinations will be held within the boundaries of the City whenever possible.

Firefighters eligible to sit for a promotional examination must possess a valid State of Florida certification as a Paramedic.

Qualifications for sitting for Lieutenant Exam:

- a) Have served at least four (4) years as a Firefighter with the City.
- b) Florida Company Officer.
- c) Firefighting Tactics I, Firefighting Tactics II.
- d) Fire Service Course Delivery.

Qualifications for sitting for Captain's Exam:

- a) Have served at least two (2) year as a Lieutenant.
- b) Florida Fire Officer I.
- c) Fire Instructor I certificate.

In the event there is not qualified candidate, as listed above, the fire Chief reserves the right to fill the vacancy as fit.

When a classified permanent promotional vacancy occurs in any position, it shall be filled within a reasonable amount of time not to exceed one hundred twenty (120) days after the official severance of the vacating member.

Announcements for promotional examinations will be posted in writing a minimum of ninety (90) days prior to the test date to allow for preparation. Any Employee that has not completed all required certifications for the position will be allowed to sit for the exam and be provided a reasonable of amount to complete all required courses and certifications at the discretion of the Fire Chief. This concession may be removed in future contracts.

The Fire Chief shall pick from the top two candidates based on seniority and experience will be taken into consideration when evaluating the applicant.

ARTICLE 21

Time Off

Section 1. Paid Time Off

Effective October 1, 2014, the City will transition full time Employees from an itemized time off policy (*i.e.*, vacation, sick leave, bereavement leave, etc.) into a unified paid time off (“PTO”) policy.

Section 2. Paid Time Off Entitlement

Employees are entitled to hours of PTO per year based on years of Department Seniority (prorated for employment beginning after October 1 for Employees new to the Department) as follows:

<u>Department Seniority in Years</u>	<u>PTO Shifts Per Year</u>
< 1	5
1 - < 2	10
2 - < 3	11
3 - < 4	12
4 - < 5	13
5 - < 7	15
8 - <10	16
> 10	17

Section 3: Paid Time Off Accrual/Entitlement

An Employee accrues hours of PTO each bi-weekly pay period in accordance with the following schedule based on years of Department Seniority:

<u>Department Seniority in Years</u>	<u>Bi-Weekly PTO Hours Accrued</u>
< 1	4.6154
1 - < 2	9.2308
2 - < 3	10.1538
3 - < 4	11.0769
4 - < 5	12.000
5 - < 7	13.8461
8 - < 10	14.7692
> 10	15.6923

At the beginning of each fiscal year, the City will advance to each Employee the total number of PTO hours.

If an Employee leaves employment prior to accruing enough PTO to cover the hours that were used, the overpayment of PTO will be deducted from the Employee's final paycheck.

Section 4. Use of and Limitations on Paid Time Off

Accrued PTO should be used annually. Employees will not be paid for any accrued, unused PTO time, except at separation as specified below. All bargaining unit members shall be entitled to carry over into the next year up to forty eight (48) hours PTO. The Fire Chief can approve additional hours that exceed forty eight (48) hours if extenuating circumstances prevent an Employee from taking their allotted PTO days.

During the first year of employment, probationary firefighters are allowed five (5) PTO days for only unforeseen, non-job related illness or injury and will be required to provide documentation verifying the emergency at the discretion of the Fire Chief.

PTO must be scheduled at least fourteen (14) days in advance and requires prior written authorization of the Fire Chief or his/her designee, except in cases of unforeseen illness, injury or emergency, or for bereavement purposes. In the case of need for PTO due to an unforeseen illness, injury or emergency, or for bereavement purposes, the Employee must notify his/her supervisor as soon as possible in order to facilitate orderly scheduling of replacement staffing or, otherwise, use of PTO may be disallowed.

Employees are responsible for monitoring their PTO balances and utilizing accrued time off over the course of the year.

An Employee may not take PTO or utilize shift swaps (or combination thereof) amounting to in excess of an equivalent of twenty-eight (28) consecutive days, except for illness or injury. Any additional consecutive days can only be taken with advance written approval of the Chief.

Otherwise, PTO may be taken in separate full week, single shift or day or hourly increments as long as the time which is taken can be scheduled according to the Department's operational needs. In event of PTO absence due to medical reasons (attendant to the Employee or a family member), the City may require evidence of the medical necessity in the form of appropriate medical certification.

Section 5. Separation from Employment

Accrued, unused PTO is paid at separation to the parting Employee if employed with the City for at least one year as a Full Time Firefighter and the separation is in “good standing.” An Employee leaves in “good standing” if he/she has not been terminated as a result of violation of the City’s policies, as determined in the City’s sole discretion. If an Employee is resigning, in addition to having to have been employed for at least one year, he/she must have provided at least two (2) weeks’ prior written notice of resignation. PTO is calculated at the Employee’s base pay rate at the time of separation; the calculation does not include overtime or any special form of compensation; and will be paid not later than the first pay period after October 1 following the Employee’s separation from employment.

Section 6. Preexisting Leave Balances

- a. Leave balances accrued for vacation and sick leave prior to September 30, 2012 (“Preexisting Leave Balances”) are frozen as of that date.
- b. Those balances may be used thereafter for vacation or sickness during the Employee’s employment in accordance with the schedule set forth in paragraph c and the requirements of the pertinent provisions of the City of Marathon Human Resources Guide as may be amended from time to time.
- c. Preexisting Leave Balances must be used within the period specified below based on the Employees’ full years of employment as of December 31, 2012

<u>Preexisting Leave Bank Use Schedule</u>	
Years of Employment as of 12/31/2012	Preexisting Leave Balance Use Deadline
1-2	12/31/2013
3-4	12/31/2014
5-6	12/31/2015
7 plus	12/31/2016

- d. All Preexisting Leave Balances unused within the period set forth in the schedule set forth in paragraph c. are forfeited and no payment for those unused balances will be made. In the event of separation from employment for any reason within the applicable period set forth in the schedule in paragraph c. above, any unused Preexisting Leave Balances remaining will be treated in accordance with the applicable provisions of the City Human Resources Guide in effect as of the effective date of this Agreement.

Section 7. Bereavement Leave

In the event of the death of an immediate family member and an Employee no longer has PTO hours available, the City agrees to advance up to forty eight (48) hours of the following years PTO allowance. The term "immediate family" shall include: Parent, Step Parent, Sibling, Step Sibling, Grandparent, Spouse, Child, Step Child, Father in Law, Mother in Law, Grandchild, Direct Aunt/Uncle.

ARTICLE 22

Training and Educational Leave

Section 1: Paid Training Time

Full time Employees are entitled to paid training time per year for Critical Skills Training (“Training Time”) based on years of Department

<u>Department Seniority in Years</u>	<u>Paid Training Shifts Per Year</u>
0 to 2	0
2 to 5	2
5 to 10	3
10 or more	4

An Employee accrues hours of Training Time each bi-weekly pay period in accordance with the following schedule based on years of Department Seniority:

<u>Department Seniority in Years</u>	<u>Bi-Weekly Paid Training Hours Accrued</u>
2 to 5	1.846
5 to 10	2.769
10 or more	3.692

“Critical Skills Training” is exclusive of routine daily shift training and for the purpose of: maintaining professional certification(s) related to the Employee’s Department responsibilities; maintaining currency in fire protection technologies, fire suppression practices, and applicable standards; or increasing capabilities in job-related strategies and tactics, command and control, or Department operations.

Accrued, unused Training Time will not be paid to the Department Employee and cannot be carried over unless approved in writing by the Fire Chief or his/her designee. In no case will an Employee be allowed to accumulate more than two (2) shifts (for shift Employees) or sixteen (16) hours (for other Employees) additional Training Time.

Training Time must be scheduled thirty (30) days in advance and requires prior written authorization of the Fire Chief or his/her designee in his/her sole discretion but generally taking into account factors such as, but not limited to, Employees' job responsibilities, methods, technologies, and equipment in use by the Department, new methods, technologies or equipment the Department anticipates implementing/acquiring, operational staffing needs, overtime implications, budgetary considerations, and Departmental skill needs.

If an Employee leaves employment prior to accruing enough Training Time to cover the Training Time hours that were used, the overpayment of Training Time will be deducted from the Employee's final paycheck.

ARTICLE 23

Full-Time Seniority

Section 1. Seniority Types

For purposes of this Agreement, there shall be two forms of seniority:

- a. "Time in Classification Seniority," which is defined as the length of total service with the City in a specific position covered by this Agreement;
- b. "Department Seniority," which is defined as the length of uninterrupted service from the Employee's initial date of full-time employment in the Fire Department.
- c. Department test and ranking will be used for those Employees with the same date of hire.

Section 2. Breaks in Seniority

Seniority is broken by any of the following events.

- a. Voluntary resignation where the Employee does not return to work in a position covered by this Agreement for six (6) months;
- b. Where an Employee is involuntarily laid off for more than nine (9) months;
- c. Where any Employee is terminated from employment;

Seniority will continue to accrue during all forms of authorized leave.

If two or more personnel are hired on the same date the test score will be used to place them on the seniority list.

ARTICLE 24

Reductions in Force and Recall

Section 1. Layoffs

Layoffs shall occur in reverse order of Position Seniority for the position being reduced. An Employee notified of his/her selection for reduction may “bump” the Employee in a lower ranked position with the least Position Seniority in that position. Any Employee so bumped may in turn elect to bump the Employee in a lower ranked position, should there be such a position, with the least Position Seniority in that position. Any Employee exercising his/her right to “bump” another Employee will be compensated at the rate for the lower ranked position.

Section 2. Recalls

Laid off Employees have recall rights for up to twelve (12) months following date of layoff. To maintain those rights Employee must:

- a. Not have given notice of resignation or retirement; and
- b. Have maintained all required certifications.

Recall shall be in the reverse order of layoff.

No new Employee may be hired by the City to perform work covered by this Agreement so long as an Employee qualified for the applicable position continues to have recall rights and accepts recall to the position to be filled within fourteen (14) business days of the recall offer.

ARTICLE 25

Other Terms and Conditions

Except as specifically and explicitly modified by this Agreement, all other terms and conditions of employment of Employees shall be as specified in the City Human Resources Guide and Department Standing Operating Procedures. In event of any conflict between the Human Resources Guide and the Department's Standing Operating Procedures, the Human Resources Guide shall govern. In the event of changes to the Human Resources Guide or the Department's Standard Operating Procedures, the Union will be given at least fourteen (14) calendar days' advance notice of the planned changes prior to implementation and, if applicable, the opportunity, upon written request from the Union president, to bargain over only those changes that alter wages, hours of work, or conditions of employment of Employees.

ARTICLE 26

Grievances

Section 1. Definitions

- a. A “Grievance” is defined as either an Agreement Grievance or an Employment Grievance. The definition of grievance shall be strictly construed and no other matter shall be subject to resolution under this Article without the written agreement of the City and the Union. If a provision of this Agreement references or incorporates the City Human Resources Guide or a Department Standard Operating Procedure, a claimed violation, misapplication or misinterpretation of the Human Resources Guide or the Department Standing Operating Procedures, shall not be subject to this Article, but may be grieved under chapter 13 of the Human Resources Guide.

- b. An “Agreement Grievance” is defined as a difference between the City and any Employee or the Union involving alleged violation or misapplication of a specific provision of this Agreement, including complaints of discrimination on the basis of age, color, disability, religion, ethnicity, national origin, political affiliation, race, gender, sexual orientation or other legally protected characteristic, or retaliation in violation of applicable law.

- c. An "Employment Grievance" is defined as a complaint or dispute by an Employee relating to employment, including the following:
1. Disciplinary actions involving dismissal, demotion, or suspension, provided that dismissals are grievable whenever resulting from formal discipline or unsatisfactory job performance.
 2. The application of personal policies, procedures, rules and regulations.
 3. Acts of retaliation resulting from the use of the Grievance procedure, participation in the Grievance of another member, compliance with any federal or state law, reporting any violation of such law to governmental authority, or seeking any change in law before Congress or the state legislature.

Section 2. Grievance Procedure

Except as provided otherwise elsewhere in this Agreement, whenever a Grievance arises between the City and an Employee or the Union, the matter will be handled in accordance with the following procedure:

Step 1: Within seven (7) calendar days after the act or occurrence which gives rise to the Agreement grievance, the Employee shall meet to discuss the Grievance with the Employee's immediate supervisor in an attempt to resolve the issue.

Step 2: If the Grievance is not settled in Step 1 above, the Grievance must be reduced to writing and signed by the Employee or an authorized Union representative, and presented to the Fire Chief (or his/her designee) within fourteen (14) calendar days of the act or occurrence which gives rise to the Grievance, regardless of whether the meeting contemplated by Step 1 was held. A written Grievance must include: a summary of the facts on which the Grievance is based sufficient to apprise the Fire Chief of the factual support on which the Grievance is based; the Article(s) which the Employee or Union claims has been violated; and statement of the remedy requested.

Within fourteen (14) calendar days of presentation of the written, signed Grievance, to the Fire Chief (or his/her designee) and the Employee and/or Union president (or his/her designee) shall meet and discuss the Grievance. The Fire Chief (or his/her designee) shall respond in writing within fourteen (14) calendar days of the meeting.

Step 3: If the Grievance is not settled at Step 2 above, within fourteen (14) calendar days of the Fire Chief's response in Step 2, the Union shall notify the City Manager in writing of its appeal of the Grievance to Step 3. Within fourteen (14) calendar days of receipt of the written notice of the appeal in Step 3, the City Manager (or his/her designee) shall meet and discuss the Grievance with the Employee and/or Union president (or his/her designee). The City Manager shall respond in writing within fourteen (14) calendar days after the meeting. The City Manager can extend the time limits for meeting and decision in this Step, but must do so in writing. If the Employment Grievance is not resolved by the City Manager, the Employment Grievance can be submitted by the Union to a panel consisting of the City Manager, Fire Chief, Human Resources Director, Union President or Union Officer and an Employee selected by the Union. The

determination of the majority that panel as to Employment Grievances is final and binding on all parties.

Step 4. If an Agreement Grievance is not settled at Step 3, within fourteen (14) calendar days of the City Manager's response in Step 3, that Agreement Grievance may be submitted by either party to arbitration by providing notice to the other party.

- a. An impartial arbitrator shall be selected from a panel of seven (7) names supplied by the Federal Mediation and Conciliation Service ("FMCS") upon the request of either party. The parties shall, within ten (10) working days of receipt of the panel, attempt in good faith to agree on an arbitrator selection. In the event the parties cannot agree, an arbitrator shall be selected by alternatively striking names from the FMCS-provided panel with the party submitting the Agreement Grievance for arbitration striking first.
- b. Once the hearing is completed, the selected arbitrator shall render a decision within thirty (30) working days unless otherwise agreed by the parties.
- c. The decision of the arbitrator shall be final and binding upon all parties; provided, however, the arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
- d. Any FMCS fee and the arbitrator's expenses and compensation shall be borne equally by the parties.

Section 3. Union's Obligation

It is not intended that anything contained herein shall obligate the Union to represent any Employee or to represent an Employee who has alleged unlawful discrimination or retaliation and is, thus, required to utilize the grievance and arbitration provisions of this Agreement. Such individuals have the right to advance their disputes, at their own expense; provided, however, the Union shall be given notice of any such Grievance meetings and arbitrations, and shall have the right to attend and present its views. Only the Union has the right to advance Agreement Grievances to Step 4 except that an Employee who has alleged unlawful discrimination or retaliation has the right to advance such a grievance to Step 4.

Section 4. Prohibition on Retaliation

An Employee will not be unlawfully disciplined or retaliated against for filing an Employment Grievance.

Section 5.

112.82 Rights of Firefighters

Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.

(1) The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

(2) No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

- (3) All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
- (4) The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.
- (5) Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.
- (6) The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.
- (7) A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
- (8) An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.
- (9) No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this part.

ARTICLE 27

Severability Clause

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation or ordinance, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties will meet immediately to negotiate replacement language in accordance with chapter 447 of the Florida Statute.

ARTICLE 28

Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties, after the exercise of that right and opportunity, are set forth in this Agreement. The parties further acknowledge that this Agreement 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 the authorized representatives of both parties, and supersedes any and all previous agreements and understandings between the parties, either written or oral, and any and all past practices.

ARTICLE 29

Duration

Except as specifically provided otherwise in this Agreement, this Agreement shall take effect upon the ratification by both parties or as resolved by the City Council pursuant to Chapter 447 of Florida Statutes, and shall continue in full force and effect through midnight, September 30, 2017. This Agreement shall be automatically renewed on an annual basis thereafter, unless either party provides the other written notice of its intent to modify this Agreement not less than ninety (90) days prior to expiration date set forth above. After receipt of said written notice, negotiations shall commence no later than thirty (30) days before the expiration of this Agreement. Nothing shall preclude the parties from mutually agreeing to negotiate a successor agreement prior to the ninety (90) days before the expiration of this Agreement.