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**CITY OF MARATHON, FLORIDA
RESOLUTION 2020-71**

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; and

WHEREAS, 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 upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF OCTOBER 2020.

THE CITY OF MARATHON, FLORIDA



Steve Cook, Mayor

AYES: Bartus, Senmartin, Zieg, Gonzalez, Cook
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:**



Steve Williams, City Attorney

COLLECTIVE BARGAINING AGREEMENT

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 in the City of Marathon Fire Department who are all certified Firefighters (EMT/Paramedics, Logistics, Fire Inspector, Lieutenants (PERC certification # 1571) and Captains (PERC certification # 1611) and mutually agreed to combine both units into one collective bargaining agreement. Those Employees (hereafter (“Bargaining Unit Members” or “Members”) are covered by this Agreement.

Excluded from this recognition and coverage of this Agreement are all other Employees of the Fire Department including Fire Marshal, Assistant Fire Marshal, Interfacility Transfer Personnel, Volunteers (including, but not limited to, part-time volunteers as referred to in PERC order 06E-016), 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: Bargaining Unit Member/Union Reservation of Right to Grieve

The exercise by the City of the rights retained in Section 1 shall not preclude Bargaining Unit Members 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 Bargaining Unit Members 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.

A Bargaining Unit Member 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 Bargaining Unit Member 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

Prohibition of Strike

Section 1: No Bargaining Unit Member, Union officer, or agent shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer. Members who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer.

Section 2: In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer, the Union shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

ARTICLE 5

Dues Deduction

Upon receipt of a written authorization form from a Bargaining Unit Member, the City agrees, at no cost to the Member or Union, to deduct regular union dues of such member 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 6

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.

Bargaining Unit Members shall be allowed to attend monthly Union meetings while on duty as long as such attendance does not interfere with the member's performance of his/her duties. Members shall also be allowed to participate in Department-sanctioned events (such as boot drives, spaghetti dinners, Thanksgiving dinners) while on duty so long as such participation does not interfere with the Member's performance of his/her duties.

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

It is mutually agreed that there shall be no local political activity conducted by Members while on duty.

ARTICLE 7

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 8

Non-Discrimination

No Bargaining Unit Member 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 member because of race, color, creed, sex, national origin, marital status, sexual orientation, and membership or non-membership in the Union.

All references to “Bargaining Unit Members”, “Members” 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 members.

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 9

Hiring

The hiring process shall be followed by Department SOPs. Any change made to this SOP shall be mutually agreed upon by both the City and the Union.

See Appendix A.

ARTICLE 10

Probationary Firefighters

Section 1: All new Members covered by this agreement shall remain in probationary status in their classification for three hundred sixty-five (365) calendar days from their date of hire. An assigned Department probationary task book will be used to establish performance benchmarks related to skill proficiency, job knowledge and professional behaviors. In addition, quarterly evaluations provided by the direct assigned shift supervisor will ensure successful completion and management of the task book benchmarks and identify a satisfactory or unsatisfactory status. More than two unsatisfactory evaluations requiring both the shift assigned Captain and Lieutenant's signatures will result in automatic termination.

If, at the third quarter evaluation, the Probationary Firefighter has received an unsatisfactory status, he or she will be placed on a personal improvement plan (PIP) established by the shift officers and Fire Chief. An unsatisfactory completion of the PIP by the end of the probationary three hundred sixty five (365) calendar day period will result in automatic termination.

Section 2: It is understood that Probationary Firefighter hired as EMTS shall be required to sign a conditional offer and obtain their State of Florida Paramedic Certification within three hundred sixty-five (365) calendar days from their date of hire or they will be terminated.

Section 3: Probationary Firefighters shall enjoy the economic benefits herein and shall have access to the grievance procedure in disputes involving pay, monetary fringe benefits, and working conditions granted by this agreement. This contract shall not be deemed to provide rights of job protection to Probationary Firefighters.

Section 4: Time spent on leave without pay, light duty assignment, disability leave or military leave (excluding annual reserve obligations) for thirty (30) calendar days or more shall not count towards fulfillment of probationary status.

ARTICLE 11

Minimum Staffing

Section 1: The City, recognizing that firefighting is a hazardous occupation and that staffing has a direct relationship to the safety and well-being of the members, agrees to maintain staffing in accordance with the sections below.

Section 2: Headquarters (currently Station 14) primary suppression apparatus shall be staffed with no less than two (2) firefighters, at least one (1) being a Company Officer and one (1) Driver Engineer. Station 14 rescue apparatus shall be staffed with no less than two (2) firefighters. Additional staffing shall first satisfy the primary rescue at station 14 with a third firefighter/paramedic/EMT or as directed by the Fire Chief.

Section 3: Grassy Key (currently Station 15) and any future stations shall be staffed with no less than two (2) firefighters. If staffing permits, one (1) Company officer and one (1) Driver Engineer shall be scheduled for these positions or modified based on the needs of the shift activities and subject to the officer's discretion.

Section 4: Minimum staffing at Station 14 shall not be compromised to staff other stations, present and future.

ARTICLE 12

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 Bargaining Unit Member 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 Members to bring their 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.

After one year of being placed in the Member’s HR file, a verbal counseling shall not be used towards progressive discipline so long as the Member’s record is void of any related disciplinary action.

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 a Member selected by the Union being final and binding on all parties. But, in all events, the Member may submit a written rebuttal that will be included in the Member's personnel file and included with any written record of the applicable disciplinary action.

ARTICLE 13

Health Insurance

Section 1: Effective January 1, 2021, all bargaining Unit Members shall be covered by the Professional Firefighters of Marathon Insurance Trust Fund (" Union Plan"). Coverage under the Union Plan shall also be offered to: sworn Fire Department management employees/dependents; future sworn Fire Department retirees/dependents; and, current sworn Fire Department retirees/dependents. Participation in the Union Plan shall forfeit the Member's right to participate in the City's plan for as long as the Union Plan, or its successor(s), shall be in existence. Participants in the Union Plan shall be eligible to continue in the Union Plan upon retirement with the same benefit levels and rates charged for active Member participants.

Section 2: The City shall be indemnified and held harmless by the Union against any claim, demand, suit, or liability and for all legal costs arising in relation to the implementation or administration of the Union Plan, except to the extent that the City's acts or omissions give rise to its own liability.

Section 3: Effective January 1, 2021, the City shall contribute to the Union Plan the amount of Seven Hundred Ninety-Six dollars (\$796) per month per covered Member. Monthly payments towards the Union Plan shall be received no later than the 7th of each month.

The City shall make no contribution towards the cost of coverage for retirees. Participating Members shall pay any other insurance, administrative, and related costs, which may arise during the term of this Agreement. At no time will the City's contribution per member exceed a non-fire department employee insurance premium.

Future annual increases to the City monthly contributions will be made based upon the Annual Segal Health Plan Cost Trend Survey for Open Access PPOs/POS Plans, not to exceed 5% per year. The increases shall be effective January 1 of each year beginning January 1, 2022. In no event shall the City's monthly contributions be less than the prior year, even if the trend rate is negative.

ARTICLE 14

Employee Health

At the cost of the City, comprehensive medical examinations shall be administered annually by the Department while the Member is on duty. The physical shall be conducted at the Department station 14 and shall consist of the following minimum requirements:

1. Physical exam
2. Complete blood test
3. Hepatitis, HIV, Quantiferon blood tests at the employee's request
4. Hearing test
5. Vision test
6. Lung volume test
7. Treadmill stress test
8. Ultra Sound Body Scan

In the event of a scheduling conflict, it is the responsibility of the Bargaining Unit Members to reschedule with the provided company and assume any expenses related to time and/or travel. With all reasonable efforts, if the Member is unable to reschedule with the provider company, one shall be scheduled while on duty by a City approved local physician.

ARTICLE 15

Pension

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

In order to comply with the recent changes in Florida Statutes Chapter 175 law, the parties mutually consent to the following:

1. Effective October 1st, 2017 The City shall establish a defined contribution shared account as part of the defined benefit plan for each active and future members of the pension plan.
2. The current premium tax reserve account for future pension benefits as outlined in the latest Actuarial Report for the Pension Plan shall be split amongst current Members based on completed years of service and credited to the Member's shared account.
3. In future years, additional premium tax revenue above the base of which will be allocated to the Members based on equal shares for a completed year of service unless the City's net contribution to the cost of the plan is above twelve percent (12%). In years that the net cost is above twelve percent (12%), the City shall be entitled to use the additional premium tax revenue to bring the cost down to twelve percent (12%) after using the balance of the stabilization fund, as outlined below. Any remaining amount of premium tax revenue will be split equally amongst the Members who completed a full year based on a pro rata share of the remaining amount.

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, the 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 Member contributions and the base fire insurance premium rebates) required contribution to the plan will not exceed twelve percent (12%) of total Members' pensionable pay (referred to as "Compensation") for the ensuing twelve (12) month period following the pertinent October 1. The Union agrees to hold a ratification vote for the adoption 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 City will use up to one hundred percent (100%) of the stabilization fund outlined below to reduce the net to twelve percent (12%). If the net is still above twelve percent (12%) of pensionable pay, the Union agrees to use up to one hundred percent (100%) of the excess 175 premium money disbursement for the year to decrease the City's required net contribution to twelve percent (12%).

If the City's net contribution is still above twelve percent (12%) after using the stabilization fund and the excess 175 premium money, the Union agrees to automatically increase the Member contribution by 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 Member 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 16

Safety Committee

The Union will appoint three (3) 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 17

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 considered derogatory or of other improper nature.

ARTICLE 18

Training

Department training shall be governed by Department needs, state required training (EMS and fire) and ISO required training. All applicable training shall follow NFPA safety guidelines.

All formal training shall be provided by instructors who meet current State standards and guidelines.

See Appendix B

ARTICLE 19

College Tuition Reimbursement

Payment of tuition by the City for approved educational or training programs will be in conformance with the following:

a. The City will, upon approval of the Fire Chief or designee, the City Manager and the City Human Resources Director, or their respective designees, pay the tuition of Members for any eligible training or educational program. An eligible training or educational program is one that, in the judgment of the Fire Chief, is directly related to the Member's current position or to a related higher position and which will improve performance in a current position or which constitutes preparation for promotion to related higher level responsibilities.

The City has designated a total of \$12,000 annually and collectively for college tuition reimbursements. In order to be considered for tuition reimbursement, all course work subject to the tuition reimbursement program must be approved prior to the beginning of the class by the Fire Chief.

b. Members will be entitled to a refund of tuition upon the successful completion of each approved course based on the following scale:

Grade	Refund
A	100%
B	75%
C	50%
D or Failing (no pass)	0%

The refund shall be available for a maximum total of twenty-four (24) semester hours or thirty-two (32) quarter hours in any one-year period for eligible regular Members. The amount payable for such refund shall be based upon and shall not exceed the established credit-hour rate of tuition for regular courses/program as charged by the State of Florida's accredited public universities or colleges at the time the course is undertaken regardless of the fact that the Member may be attending a private educational institution. Tuition costs for "accelerated" or "executive" degree programs, even if taken at a public university or college, will be reimbursed at the regular credit hour rate. Tuition reimbursement shall be offset by all scholarships or grant money received for the purpose of paying the tuition to be reimbursed by the City.

c. If a Member's employment is terminated from the City within one (1) year after receiving tuition refund for any university or college courses; or vocational, technical or adult training program then the amount of tuition refund paid by the City shall be repaid by such Member to the City immediately. Should such Member fail to immediately reimburse the City for the amount of such refund, the City may deduct the amount of any such refund from any wages, PTO, sick leave, vacation leave, or any other payouts due to the Member from the City.

d. Within thirty (30) days of the completion of approved course work, the Member shall present the original transcript notification, a certificate of satisfactory completion, or both to the Fire Chief or designee in order to be eligible for any tuition refund to which such Member may be entitled. The City will issue all tuition refunds within ninety (90) days of the date the Member presents the necessary documentation.

ARTICLE 20

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 its property. It is also against policy to report to work under the influence of illegal drugs or alcohol.

The City and Union mutually agree that there will be a zero tolerance policy implemented for a Member who reports to work impaired and tests positive for an illegal substance or alcohol. In such cases, the individual shall be subject to progressive discipline up to and including termination, as determined by a panel comprised of the City Manager, Fire Chief, HR Director, Union President and a union representative chosen by the Member.

If a Member tests positive for illegal drugs or alcohol under reasonable suspicion or post-accident/injury and it is the first offense, the Member may 1) be subject to progressive discipline up to and including termination, 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 Fire Chief. In lieu of terminating a Member who tests positive for illegal substances, the Fire Department provides the Member a final opportunity to agree to comply with all policies and practices as outlined in the Last Chance Agreement. A Member who violates the terms and conditions of the last chance agreement shall be subject to termination.

See Appendix C

ARTICLE 21

Wages

Wages shall be based on date of hire and years of service as indicated in the wage chart referenced in Appendix D. The step plan shall take effect no later than October 1, 2020. Each increase shall go into effect upon successful completion and submission of the Member's annual evaluation.

It is understood that increases in Cost of Living Allowance (COLA) shall be the same as all other City employees.

At fifteen (15) years of service, the Member shall receive an eight percent (8%) longevity increase on their anniversary date.

At twenty (20) years of service upon entering the Deferred Retirement Option Plans (DROP), the Member shall receive a five percent (5%) longevity increase on their anniversary date.

See Appendix D

ARTICLE 22

Hours of Work

The work week for twenty-four (24) hour full time shift Members 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 Member works his normal schedule (144 hours in 21 days), he will receive a draw of ninety-six (96) hours of pay in each bi-weekly pay period.

ARTICLE 23

Overtime

Section 1: In an effort to reduce overtime expenditures and promote a positive working environment, the City and the Union agree to a joint Labor/Management approach to overtime.

Section 2: Authorized overtime shall be paid at the rate of one and one-half (1½) times a Bargaining Unit Member's regular rate of pay.

Section 3: The City has established a twenty-one (21) day work period for the purpose of complying with the Fair Labor Standards Act (FLSA) for those Members considered partially exempt under Section 207(k).

Section 4: Contractual Overtime shall be computed on the basis of actual hours worked beyond a Member's two (2) week pay period of and average of ninety-six (96) hours. A Member who works more hours than his/her scheduled shifts during this period shall be paid overtime for the additional hours worked. Shifts paid for any authorized leave shall be computed as hours worked with the exception of unscheduled PTO.

Section 5: Members who are required and/or assigned to begin a consecutive work assignment at a different location immediately after being released from duty on a regularly scheduled assignment shall be paid at the applicable rate of pay for the travel between locations. The Member awaiting his/her relief at the second location shall be paid for the additional holdover time at the applicable rate of pay.

Section 6: In the event that a need for overtime should occur in the Fire Rescue Department because of scheduled leaves, sickness, or other unforeseen conditions, equal exposure of overtime scheduled fairly and equitably for Members shall be implemented as stated in this Article.

Section 7: Off duty Shift Members called back to work shall be paid for actual hours worked with a minimum of four (4) hours at the overtime rate except for shift exchange. The callback minimum shall not apply to holdovers. Off duty forty-hour (40) Members called back to work shall be paid for actual hours worked with a minimum of two (2) hours at the overtime rate. If a Member is called back to work due to his/her own failure, they shall not be eligible for this minimum pay.

Section 8: After all normal procedures for calling overtime have been followed and should an overtime vacancy remain, the process shall be implemented to begin calling for mandatory overtime after one (1) hour prior to the shift change after utilizing the proper procedures to fill the vacancy.

Section 9: Members may elect to receive compensatory time in lieu of overtime at the Member's discretion. Compensatory time shall be accrued at the appropriate overtime rate. The Member may use such time, based on staffing levels as determined by the Fire Chief. In any case, Members may not carry accrued compensatory time for more than two hundred forty (240) hours from the pay period in which it was earned, at which time the Members will be paid for the unused accrued compensatory time.

Section 10: Probationary firefighters will not be allowed to work overtime for a period of thirty (30) days from the date of hire. After thirty (30) days, an evaluation will be completed by the Member's shift supervisor which will determine whether the Member has met benchmarks for successfully completing their first thirty (30) days of employment. Upon completion of a successful evaluation, the Member will then be allowed to work overtime shifts. If the Member does not perform satisfactorily, then the Member will not be able to work overtime shifts until the Member has met the guidelines determined by his/her supervisor, Chief and/or designee.

Section 11: Assignment of overtime shall be dictated by the Department SOP in conjunction with CrewSense. In the event of proposed changes to the Department SOP regarding overtime, the Union shall be notified of the proposed changes in writing. Any change made to this SOP shall be mutually agreed upon by both the City and the Union.

Section 12: All Members who are eligible to work overtime may be required to work mandatory overtime. In the event that there are no volunteers and to ensure fairness, Members will be rotated through a list that is established based on seniority, or guidelines determined by their supervisor.

Section 13: No Member shall be required to work more than twenty-four (24) hours beyond his/her scheduled shift, but may volunteer to work additional hours. Those Members who volunteer to work their Kelly Day shall not be required to work the following day, but may volunteer to do so.

See Appendix E

ARTICLE 24

Detail Pay

Special details may be offered to Members and paid at a non-pensionable, flat rate.

Assignment of details shall be dictated by the Department SOP in conjunction with CrewSense.

The following rates shall apply to all Members regardless of rank or seniority and will be paid on the next regular pay date:

EMS/Fire Detail:	\$35.00/hr.
Interfacility:	\$20.00/hr.

ARTICLE 25

Holiday Pay

All Bargaining Unit Members, including probationary Members, 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 Eve

Christmas Day

Any additional holidays/changes declared by official resolution of the City shall be added to the above list not to include individual department early release.

All Shift Members, whether on or off duty on the day in which an observed holiday occurs, shall receive eleven and one half (11½) hours of pay at their regular rate of pay.

Any Member who utilizes unscheduled PTO the day before, on or after one of the days listed above shall forfeit their right to being paid for that particular Holiday.

ARTICLE 26

Incentive Pay

Incentive pay for Bargaining Unit Members shall be as follows for the following certifications with a maximum of ten percent (10%).

Airport Rescue Fire Fighting	1.5%
State of Florida Fire Inspector 1	3.0%
State of Florida Fire Inspector 2 (to exclude FI-1)	5.0%
State of Florida Apparatus Pump Operator	1.5%
Aerial/ Pump Operator	1.0%
State of Florida Fire Instructor	2.0%
State of Florida Live Fire Instructor	1.5%
State of Florida Fire Officer 1	2.5%
State of Florida Fire Officer 2 (to exclude FO-1)	4.0%
State of Florida Fire Investigator	1.0%
State of Florida Incident Safety Officer	1.0%
CCEMT-P (Department Approved Course)	1.5%
AHA BLS Instructor	0.5%
AHA ACLS Instructor	0.5%
AHA PALS Instructor	0.5%
AS/AA Degree (not applicable with BS degree)	1.5%
BS Degree (to exclude AA/AS Degree)	3.0%
Living within the City limits of Marathon or KCB	1.5%

Incentive pay will be raised incrementally from the previous maximum of 6% to the current maximum of 10% over the course of the agreement based on the following schedule:

October 1, 2020 – September 31, 2021 – 8%

October 1, 2021 – September 31, 2022 – 9%

October 1, 2022 – September 31, 2023 – 10%

ARTICLE 27

Emergency/Disaster Pay

Section 1: A Bargaining Unit Member that is called in for mandatory emergency response work which occurs as a result of a natural disaster or a state of emergency as declared by a local, state, or federal official shall be entitled to one and one half (1½) times their normal rate of pay throughout the duration of the event which shall include the time when the Member reports to work until the Member is relieved of duty by the City.

Section 2: In the event Members are required to report to duty during a natural disaster or state of emergency without being called in, it is understood that two (2) hours of overtime shall be paid per shift to compensate for the additional responsibilities and time associated with a higher risk environment. This additional pay as described in this Section shall be granted on a case by case basis as mutually agreed upon between the Fire Chief and Union President or designee.

This special overtime rate discussed in Sections 1 and 2 shall be paid on the following regular pay date.

ARTICLE 28

Assignments and Transfers

The process for assignments and transfers shall be followed by Department SOPs. Any change made to this SOP shall be mutually agreed upon by both the City and the Union.

See Appendix F

ARTICLE 29

Exams

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

It is understood that interested Members must meet all required qualifications for the positions listed below. These qualifications must be submitted along with a letter of interest and verified by the Fire Chief and Union designee prior to testing.

Driver Engineer Exam Qualifications:

- a. Served at least three (3) years as a Firefighter with the City of Marathon.
- b. State of Florida Pump Operator certification
- c. State of Florida Aerial Operator Course Certificate of Completion
- d. ARFF Certification
- e. Department approval for operation of all apparatus

Promotional Lieutenant Exam Qualifications:

- a. Served at least five (5) years as a Firefighter with the City of Marathon
- b. State of Florida Paramedic Certification
- c. State of Florida Fire Officer I Certification
- d. State of Florida Pump Operator Certification.
- e. State of Florida Aerial Operator Course Certificate of Completion
- f. Department approval for operation of all apparatus

Promotional Captain Exam Qualifications:

In addition to the qualifications required for Lieutenant testing, have...

- a. Served at least two (2) year as a Lieutenant and meet the requirements for Lieutenant.
- b. State of Florida Paramedic Certification
- c. State of Florida Fire Officer II Certification
- d. State of Florida Fire Instructor I Certification

When a classified permanent vacancy occurs in any position, it shall be filled within a reasonable amount of time not to exceed one hundred eighty (180) days after the official severance of the vacating member.

Announcements for all examinations shall be posted in writing a minimum of ninety (90) days prior to the test date to allow for preparation.

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

In the event there are no successful applicants, the Chief reserves the right to temporarily fill the position up to a period of three hundred sixty five (365) calendar days from both internal or external sources.

Driver Engineer testing shall consist of the following:

1. Written multiple-choice exam valued at thirty percent (30%) consisting of one hundred (100) questions obtained from an outside company, as agreed upon by the Fire Chief and the Union.
2. Practical exam valued at sixty percent (60%) that demonstrates thorough knowledge of all suppression apparatus as agreed upon by the Fire Chief and the Union.
3. Oral interview valued at ten percent (10%) to include employee performance evaluations and employee file as agreed upon by the Fire Chief and the Union.

Captain and Lieutenant Promotional testing shall consist of the following:

1. Written multiple choice exam valued at forty percent (40%) consisting of 100 questions obtained from an outside company, as agreed upon by the Fire Chief and the Union.
2. Table top examination valued at forty percent (40%) consisting of a scenario agreed upon by the Fire Chief and the Union.
3. Oral interview valued at twenty percent (20%) provided by a panel of three (3) outside fire officers agreed upon by the Fire Chief and the Union.

Any changes made to the testing process shall be mutually agreed upon by both the Chief and Union.

It is understood that with respect to any examination process, a testing candidate must successfully complete and pass each portion of the exam before being allowed to proceed. In addition, a candidate may be selected from the top two highest passing scores.

All Probationary periods for those selected and identified in this article shall last a total of six (6) months during which time the newly promoted member will be provided with a probationary task book to assist in the developmental process.

It is understood that current members in position listed above shall not be required to meet the criteria for qualifications for their current positions listed above. Advancement will require the candidate to meet all requirements.

ARTICLE 30

Time Off

Section 1: Paid Time Off Entitlement

Bargaining Unit Shift Members are entitled to hours of PTO per year based on years of department seniority (prorated for employment after October 1 for Members new to the Department.) It is understood that forty (40) hour members shall follow the same time off allowance as all other City Bargaining unit members and are excluded from this article.

Members shall utilize PTO according to the following schedule (it is understood that the unscheduled PTO allowance, while not required to be met, shall not be exceeded):

Department Seniority in Years	Total PTO	Scheduled PTO	Unscheduled PTO
<1	5	0	5
1 - < 2	10	6	4
2 - < 3	11	7	4
3 - < 4	12	8	4
4 - < 5	13	9	4
5 - < 7	15	10	5
8 - < 10	16	11	5
> 10	17	11	6

Section 2: Paid Time Off Accrual/Entitlement

Bargaining Unit Members accrue 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 Member the total number of PTO hours.

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

Section 3: Use of and Limitations of Paid Time Off

Accrued PTO should be used annually. Members will not be paid for any accrued, unused PTO time, except at separation as specified below. All 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 a Member 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 shall be scheduled at least seven (7) days in advance and follow guidelines established in CrewSense and associated SOP 208.0 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 Member 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.

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

PTO may be taken in separate full week, single shifts, day or hourly increments as long as the time which is taken can be scheduled according to the Department's operational needs. In the event of PTO absence due to medical reasons (attendant to the Member or a family member), the City may require evidence of the medical necessity in the form of appropriate medical certification. To maintain continuity and professional development, a Member shall not schedule time off that exceeds ten (10) consecutive shifts, including a Kelly day.

In addition to rolling over up to two (2) PTO days, Members may also cash out up to forty-eight (48) hours of earned PTO annually. This request must be submitted in writing to the Fire Chief by the first pay period in September to qualify for the payment.

Section 4: Separation from Employment

Accrued, unused PTO is paid at separation to the parting Member if employed with the City for at least one year as a Full Time Firefighter and the separation is in “good standing.” A Member leaves in “good standing” if he/she has not been terminated as a result of violation of the City’s policies, as determined by the City’s sole discretion.

If a Member is resigning, in addition to having to have been employed for at least one year, he/she must provide at least two (2) weeks prior written notice of resignation. PTO is calculated at the Member’s current pay rate at the time of separation and will be paid not later than the first pay period after October 1 following the Member’s separation from employment.

Section 5: Bereavement Leave

In the event of the death of an immediate family member and a Bargaining Unit Member 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/Domestic Partner, Child, Step Child, Father in Law, Mother in Law, Grandchild or Direct Aunt/Uncle.

Section 6: Compensatory Time

- a. Bargaining Unit Members who choose to earn compensatory time instead of payment for overtime should receive prior approval from the Fire Chief and record the number of hours earned and the number of hours used on their time sheet. The use of compensatory time shall be requested using the leave request forms and scheduled no less than twenty-four (24) hours in advance.
- b. Members may earn up to two hundred and forty (240) hours of compensatory time before cash payments are required. The City reserves the right to make cash payments to Bargaining Unit Members at any time.
- c. The use of Compensatory time will not be approved if it incurs overtime. Exceptions to this are subject to the Fire Chief's discretion.

ARTICLE 31

Shift Exchanges

Shift exchange procedures shall be followed by Department SOPs. Any change made to this SOP shall be mutually agreed upon by both the City and the Union.

See Appendix F.

ARTICLE 32

Training and Educational Leave

Section 1. Shift Member Paid Training Time

Bargaining Unit Shift Members are entitled to paid training time per year for Critical Skills Training (“Training Time”) based on years of Department Seniority:

<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

Bargaining Unit Members accrue 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 Bargaining Unit Member’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 Bargaining Unit Member and cannot be carried over, unless approved in writing by the Fire Chief or his/her designee. In no case will a Member be allowed to accumulate more than two (2) shifts (for shift Members) 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, Members’ 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 a Member 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 Member’s final paycheck.

Section 2: Forty (40) Hour Member Paid Training Time

Forty (40) hour Members are entitled to twenty-four (24) hours of paid training time per year.

ARTICLE 33

Full-Time Seniority

Section 1: Seniority Types

For purposes of this Agreement, there shall be two (2) 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 Member's initial date of full-time employment in the Fire Department.
- c. Department test and ranking will be used for those Members 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 Member does not return to work in a position covered by this Agreement for six (6) months
- b. Where a Member is involuntarily laid off for more than nine (9) months
- c. Where any Member 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 34

Reductions in Force and Recall

Section 1: Layoffs

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

Section 2: Recalls

Laid off Members have recall rights for up to twelve (12) months following date of layoff. To maintain those rights, Members 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 Member may be hired by the City to perform work covered by this Agreement so long as a Member 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 35

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 Standard 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 Bargaining Unit Member 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 a Member 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 a Member 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 grievance, the Member shall meet to discuss the Grievance with the Member'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 Member 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 Member 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 Member 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 Member 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 Grievance is not resolved by the City Manager, the 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 a Member selected by the Union. The determination of the majority of that panel as to the Grievance is final and binding on all parties.

Step 4: If a Grievance is not settled at Step 3, within fourteen (14) calendar days of the City Manager's response in Step 3, that 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 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 Member or to represent a Member 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 Grievances to Step 4 except that a Member who has alleged unlawful discrimination or retaliation has the right to advance such a Grievance to Step 4.

Section 4: Prohibition on Retaliation

A Member will not be unlawfully disciplined or retaliated against for filing a Grievance.

Section 5: Rights of Firefighters

Whenever a Member 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 Member shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the Member of the nature of the investigation. The Member 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 Member is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
- (4) The Member 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 Member shall be permitted reasonable periods for rest and personal necessities.

(6) The Member 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 Member 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 Member 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 36

Retaliation

The EEO laws prohibit punishing job applicants or Members for asserting their rights to be free from employment discrimination including harassment. Asserting these EEO rights is called "protected activity," and it can take many forms. For example, it is unlawful to retaliate against applicants or Members for:

- filing or being a witness in an EEO charge, complaint, investigation, or lawsuit
- communicating with a supervisor or manager about employment discrimination, including harassment
- answering questions during an employer investigation of alleged harassment
- refusing to follow orders that would result in discrimination
- resisting sexual advances, or intervening to protect others
- requesting accommodation of a disability or for a religious practice
- asking managers or co-workers about salary information to uncover potentially discriminatory wages.

Participating in a complaint process is protected from retaliation under all circumstances. Other acts to oppose discrimination are protected as long as the Member was acting on a reasonable belief that something in the workplace may violate EEO laws, even if he or she did not use legal terminology to describe it.

Engaging in EEO activity, however, does not shield a Member from all discipline or discharge. Members are free to discipline or terminate workers if motivated by *non-retaliatory and non-discriminatory* reasons that would otherwise result in such consequences. However, an employer is not allowed to do anything in response to EEO activity that would discourage someone from resisting or complaining about future discrimination.

For example, depending on the facts, it could be retaliation if an employer acts because of the Member's EEO activity to:

- reprimand the Member or give a performance evaluation that is lower than it should be
- transfer the Member to a less desirable position
- engage in verbal or physical abuse
- threaten to make, or actually make reports to authorities (such as reporting immigration status or contacting the police)
- increase scrutiny
- spread false rumors, treat a family member negatively or
- make the person's work more difficult (for example, punishing a Member for an EEO complaint by purposefully changing his work schedule to conflict with family responsibilities)

ARTICLE 37

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 38

Other Terms and Conditions

The City Human Resources Guide and Department Standard Operating Procedures may include additional terms and conditions of employment of Bargaining Unit Members, which shall not supersede this Agreement. In the event of any conflict between the Human Resources Guide and the Department's Standard 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 shall be given at least fourteen (14) calendar days' advance notice of the planned changes prior to the proposed implementation. Upon written request from the Union President (or his/her designee), the City shall bargain with the Union over only those changes that alter or impact wages, hours of work, or conditions of employment of Members. A failure to request bargaining shall not preclude the Union from challenging any action under this Article, including, but not limited to, through the grievance and arbitration procedure in Article 31.

ARTICLE 39

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 40

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, 2023. 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.

APPENDIX A

Hiring

MARATHON FIRE RESCUE SOPS			
	Subject: Hiring Process		No. 208.0
	Effective: 09/23/2020	Expiration:	Page: 1
	Initiated by: John A. Johnson		
Approved By:		John A. Johnson, Fire Chief	

I. Scope

Standard for hiring process for the City of Marathon Fire Rescue Department Paramedic/Firefighter full time employment.

II. Procedure

- A. Fill out an Application through the City of Marathon Human Resources Department.
- B. Complete the Marathon Fire Rescue Physical Test including all paperwork that is in the packet. (Must Pass to Move on to next step)
- C. Take and Pass a Fire Practical Skills Exam.
- D. Take and Pass a Paramedic Practical Skills Exam.
- E. Oral interview with Department Staff.

All the above tasks must be completed with a satisfactory grade to be considered for employment. The scores will be recorded, and a list will be created for open positions with the Department.

APPENDIX B

Training

MARATHON FIRE RESCUE STANDARD OPERATING PROCEDURES

Subject: TRAINING

S.O.P. 402.01

Effective: 4/2003

Revised: 10/18/2018

Page: 1 of 1

I. Scope

This standard applies to all training conducted by or for the Department. It was promulgated to:

- A. Prevent occupational accidents, deaths, injuries, and illnesses.
- B. Ensure that all members are able to properly perform their assigned duties in a safe manner.

II. General

- A. The Department shall provide training to its members to update them on new practices and techniques and to help them maintain individual skill levels.
 - 1. Sufficient training will be scheduled each calendar year to allow members to maintain their EMT or Paramedic certification.
 - 2. Sufficient training shall also be scheduled each calendar year to allow members to maintain their firefighter certifications.
- B. All emergency medical training shall be approved by the Department's Medical Director and shall be taught by an instructor determined by the Medical Director to be qualified.
- C. All fire suppression and rescue training shall be approved by the Fire Chief and shall be conducted under the supervision of a certified instructor.
- D. The Shift Supervisor on each shift has been assigned to supervise training on their respective shift and fill out proper training forms. These forms shall be forwarded to the Administrative Office by the end of each shift.
- E. All training involving live-fire exercises shall be conducted in compliance with the provisions of NFPA 1403, *Standard on Live Fire Training Evolutions*.

III. Responsibilities

- A. Each member shall be responsible for maintaining their fire and EMS skills at a level sufficient to retain the certifications required for his job and to meet the established minimum standards of performance.
- B. Officers shall ensure that all members under their command maintain their certification and skill levels. The officer shall also be responsible for maintaining his company's certification and skill at a level sufficient to meet the established minimum standards of performance.

APPENDIX C

Substance Abuse

The following agreement is a commitment to the conditions of employment between

_____ (referred to herein as the Company) and

_____ (employee name).

I, _____ (employee name) understand that as a result of my violation of the Company Substance Abuse Policy, I have been formally informed by the Company that my employment as of this date _____ is conditional regarding my compliance with the conditions enumerated below.

I agree to:

1. An evaluation by a Substance Abuse Professional (SAP), that has been approved by the Company; and
2. Enroll in a rehabilitation program, that has been approved by the Company and the SAP, for professional treatment regarding my substance abuse problem; and
3. Provide a return-to-work specimen for drug and/or alcohol that meets the requirements of the Company Substance Abuse Policy, for substance abuse testing prior to my request to be reinstated as an employee of the Company. This specimen must be reported to the Company as an unadulterated "Negative", prior to my return to work; and
4. Request to be reinstated for duty by the Company only after presenting a "recommendation" for a return to duty "signed by my treatment counselor; and
5. Follow the treatment prescribed by my treatment counselor to its conclusion; and
6. Consent to "follow-up" substance abuse testing at the request of the Company for a period of up to 12 months;
and
7. Be held responsible for the actual cost of any substance abuse testing and treatment required during this 12- month period.
8. Be subject to all other work rules including attendance, tardiness, and job performance issues.
9. Agree to sign a release of information statement to allow my treatment provider to report to the Company any lapse or missed treatment sessions.

Failure to comply with these conditions or a second positive test result, a refusal to test, or an adulterated test result will be just cause for my immediate termination.

To be read to employee by Company official: by signing below you are indicating that you understand this agreement. If you do not understand this agreement, I will be glad to explain it to you now. If you understand and agree to the conditions of this Last Chance Agreement and commit to comply with these conditions, and you understand that any violation of the above conditions, including another positive test result or refusal, will be grounds for termination of employment, please indicate such by signing your name, and today's date, below.

Employee Signature/ Date

Witness – Supervisor/ Date

Witness – HR Director/ Date


APPENDIX D

Wages

	City Of Marathon Pay Scale 2020/2021												
	Entry	Step 1	Step 2	Step 3	Step 4	Year 5	Step 6	Step 7	Step 8	Step 9	Year 10	Year 15	Year 20
FF/EMT	\$ 43,630.08	\$ 44,938.98	\$ 46,287.15	\$ 47,675.77	\$ 49,106.04	\$ 51,561.34	\$ 53,108.18	\$ 54,701.43	\$ 56,342.47	\$ 58,032.74	\$ 62,675.36	\$ 67,689.39	\$ 71,073.86
HR/Rate	\$ 17.48	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.66	\$ 21.28	\$ 21.92	\$ 22.57	\$ 23.25	\$ 25.11	\$ 27.12	\$ 28.48
FF/EMT-P	\$ 45,027.84	\$ 46,378.68	\$ 47,770.04	\$ 49,203.14	\$ 50,679.23	\$ 53,213.19	\$ 54,809.59	\$ 56,453.88	\$ 58,147.49	\$ 59,891.92	\$ 64,683.27	\$ 69,857.93	\$ 73,350.83
HR/Rate	\$ 18.04	\$ 18.58	\$ 19.14	\$ 19.71	\$ 20.30	\$ 21.32	\$ 21.96	\$ 22.62	\$ 23.30	\$ 24.00	\$ 25.91	\$ 27.99	\$ 29.39
Driver Engineer/EMT-P/A	\$ 47,274.24	\$ 48,692.47	\$ 50,153.24	\$ 51,657.84	\$ 53,207.57	\$ 55,867.95	\$ 57,543.99	\$ 59,270.31	\$ 61,048.42	\$ 62,879.87	\$ 67,910.26	\$ 73,343.08	\$ 77,010.24
HR/Rate	\$ 18.94	\$ 19.51	\$ 20.09	\$ 20.70	\$ 21.32	\$ 22.38	\$ 23.05	\$ 23.75	\$ 24.46	\$ 25.19	\$ 27.21	\$ 29.38	\$ 30.85
Lieutenant EMT-P	\$ 51,192.96	\$ 52,728.75	\$ 54,310.61	\$ 55,939.93	\$ 57,618.13	\$ 60,499.03	\$ 62,314.00	\$ 64,183.43	\$ 66,108.93	\$ 68,092.20	\$ 73,539.57	\$ 79,422.74	\$ 83,393.87
HR/Rate	\$ 20.51	\$ 21.13	\$ 21.76	\$ 22.41	\$ 23.08	\$ 24.24	\$ 24.97	\$ 25.71	\$ 26.49	\$ 27.28	\$ 29.46	\$ 31.82	\$ 33.41
Captain EMT-P	\$ 54,312.96	\$ 55,942.35	\$ 57,620.62	\$ 59,349.24	\$ 61,129.71	\$ 64,186.20	\$ 66,111.79	\$ 68,095.14	\$ 70,137.99	\$ 72,242.13	\$ 78,021.51	\$ 84,263.23	\$ 88,476.39
HR/Rate	\$ 21.76	\$ 22.41	\$ 23.09	\$ 23.78	\$ 24.49	\$ 25.72	\$ 26.49	\$ 27.28	\$ 28.10	\$ 28.94	\$ 31.26	\$ 33.76	\$ 35.45
Inspector FF/EMT-P	\$ 51,192.96	\$ 52,728.75	\$ 54,310.61	\$ 55,939.93	\$ 57,618.13	\$ 60,499.03	\$ 62,314.00	\$ 64,183.43	\$ 66,108.93	\$ 68,092.20	\$ 73,539.57	\$ 79,422.74	\$ 83,393.87
HR/Rate	\$ 24.61	\$ 25.35	\$ 26.11	\$ 26.89	\$ 27.70	\$ 29.09	\$ 29.96	\$ 30.86	\$ 31.78	\$ 32.74	\$ 35.36	\$ 38.18	\$ 40.09
Logistics FF/PM	\$ 37,523.20	\$ 38,646.40	\$ 39,811.20	\$ 39,873.60	\$ 42,224.00	\$ 44,345.60	\$ 45,676.80	\$ 47,049.60	\$ 48,464.00	\$ 49,920.00	\$ 53,393.60	\$ 57,665.09	\$ 60,548.34
HR/Rate	\$ 18.04	\$ 18.58	\$ 19.14	\$ 19.17	\$ 20.30	\$ 21.32	\$ 21.96	\$ 22.62	\$ 23.30	\$ 24.00	\$ 25.67	\$ 27.72	\$ 29.11

APPENDIX E

Overtime

MARATHON FIRE RESCUE SOPS			
	Subject: CrewSense		No. 209.0
	Effective: 10/1/19	Expiration:	Page: 1
	Initiated By: John A. Johnson, Fire Chief		
Approved By: John A. Johnson, Fire Chief			

SOP – CrewSense:

Purpose: To provide a process for establishing shift exchanges/trades, leave requests and for hiring overtime in an efficient and equitable manner.

Administrative Responsibility:

Shift supervisors are responsible for ensuring adequate shift coverage by managing CrewSense for shift exchanges/trades and callback for overtime that results from Annual PTO picks, Scheduled PTO, Comp Time and Education leave requests.

On duty shift supervisors are responsible for ensuring adequate shift coverage for the following shift by managing CrewSense callback for overtime that results from unscheduled PTO.


Shift supervisors are responsible for utilizing CrewSense to establish their shift’s truck and station assignments two (2) months in advance.

Procedures:

Shift Exchanges/Trades:

All Shift exchanges/trades will be initiated through CrewSense. Each exchange/trade must be rank for rank and submitted and accepted by both shift personnel and approved by the supervisor of the employee initiating the request at least twenty-four (24) hours prior to the exchange/trade and in accordance with Article 31 of the Collective Bargaining Agreement.

Emergency exchanges shall be approved by the Fire Chief or his designee.

MARATHON FIRE RESCUE SOPS			
	Subject: CrewSense		No. 209.0
	Effective: 10/1/19	Expiration:	Page: 2
	Initiated By: John A. Johnson, Fire Chief		
Approved By: John A. Johnson, Fire Chief			

PTO, Comp Time and Education Leave:

All PTO, Comp Time and Education leave requests will be initiated through CrewSense. To allow for desired staffing, overtime that results from PTO, comp and education leave shall first be offered to the employee on Kelly Day, then offered to rank for rank positions before exhausting all employees eligible for callback. Exceptions will be made at all times to provide for mandatory staffing of a Company Officer and Driver Engineer at Station 14. Unless authorized by the Fire Chief, no more than two (2) time off requests will be approved per shift.


PTO and Comp Time leave requests must be submitted in accordance with Article 30 of the Collective Bargaining Agreement.

Education leave must be submitted in accordance with Article 32 of the Collective Bargaining Agreement. Supportive documentation shall be submitted and finalized through the Fire Chief's office prior to the officer approving the leave through CrewSense.

Overtime Callback:

It is understood that callback will be utilized to fill shifts only when personnel falls below minimum staffing levels as determined by department SOPs and the Collective Bargaining Agreement. An overtime list shall be established and used to determine callback priority through CrewSense.

All scheduled and unscheduled PTO shall first be offered by the on duty shift supervisor to the employee on Kelly via CrewSense manual notifications. It is understood that a double Kelly day will first be offered to the employee on Kelly with the least amount of callback hours.

MARATHON FIRE RESCUE SOPS			
	Subject: CrewSense		No. 209.0
	Effective: 10/1/19	Expiration:	Page: 3
	Initiated By: John A. Johnson, Fire Chief		
Approved By: John A. Johnson, Fire Chief			

Mandatory coverage for a Company Officer and Driver Engineer at Station 14 will supersede Kelly day offering. To maintain appropriate and desired staffing levels, Station 15 overtime slots shall be offered to a Company Officer or Driver Engineer prior to being offered to a firefighter not on Kelly Day. The position being filled with callback is the one that is incurring the overtime. It is understood that slots due to Company Officers on Kelly day will be offered first to person on Kelly, Firefighter, Driver Engineer and then Company Officer, in that order.

For dates turned down by the employee on Kelly, PTO pick slots will be moved to callback at least thirty (30) days prior to the dates requiring to be filled.

Eligible employees are ranked in the system (callback ranking) based on number of overtime hours earned, those with the least number of hours being placed at the top of the list. Overtime callback will be offered to and accepted by all eligible employees via phone call, text messaging, email or the mobile application, as selected by the employee.

Overtime sent to callback for all eligible employees shall follow an automatic time schedule per employee **before moving to the next employee** on the overtime list until filled based on the following:

Callback Scheduling Notifications:

Unscheduled PTO after 2000 – one (1) minute.


Unscheduled PTO before 2000 – five (5) minutes

Scheduled PTO and Comp time requested with greater than two (2) weeks advanced notice: two (2) hours

Scheduled PTO and Comp time requested between one (1) week but less than two (2) weeks advanced notice: one (1) hour

Emergency PTO and Comp Time requested less than one week but greater than twenty five (25) hours advanced notice: thirty (30) minutes

Emergency PTO and Comp Time requested twenty four (24) hours in advance: five (5) minutes

MARATHON FIRE RESCUE SOPS			
	Subject: CrewSense		No. 209.0
	Effective: 10/1/19	Expiration:	Page: 4
	Initiated By: John A. Johnson, Fire Chief		
Approved By: John A. Johnson, Fire Chief			

NOTE:

Cancellations -

All cancellations must be submitted via email to the direct supervisor no less than seven (7) calendar days prior to the scheduled time off unless mutually agreed upon by both parties.

A callback overtime shall be removed from the schedule when a bargaining unit member cancels scheduled time off.


Forced Overtime -

Forced overtime occurrences do not affect callback ranking.

Forced overtime occurrences that results from a cancelled callback will result in hours charged to the employee's overtime bank.

APPENDIX F

Assignments and Transfers

MARATHON FIRE RESCUE SOPS		
	Subject: Assignments and Transfers	No. 209.0
	Effective: 10/1/20	Expiration:
	Page: 1	
Initiated By: Shana J. Rogers. Lieutenant		
Approved By: John A. Johnson, Fire Chief		

I. Scope:

Standard for establishing Assignments and Transfers of personnel for the City of Marathon Fire Rescue Department.

II. Procedure:


Assignments and transfers may be processed when a slot becomes vacant and when a transfer or exchange is requested that involves one or more non-probationary Members of the same rank or job title and is ultimately determined to be beneficial for the affected individuals and the Department.

All requests for transfers shall be submitted in writing to the shift officers and processed together with the office of the Fire Chief.

Section 1: Shift Assignments

I. Vacancies: Assignments of available slots shall first be made available to current Members. If interested, Members shall indicate their preference for a change in shift assignment and submit in writing to their respective officer for processing with the Fire Chief or designee. A Member's seniority will be considered when processing shift assignments in the event more than one request is submitted for a competing slot. A request may be denied should it violate Department and/or HR policy or the Fire Chief, at his or her discretion, deems that such a transfer will not be beneficial for the shifts affected by the request.

II. Changes in Job Titles: Members who promote or successfully test into another position described in this CBA, Article 29, will be assigned to the slot that is vacant.

MARATHON FIRE RESCUE SOPS			
	Subject: Assignments and Transfers		No. 209.0
	Effective: 10/1/20	Expiration:	Page: 2
	Initiated By: Shana J. Rogers. Lieutenant		
Approved By: John A. Johnson, Fire Chief			

Section 2: Assignment of Kelly Days


Available Kelly slots shall first be filled by current shift personnel and determined by seniority.

Kelly days are assigned to a new hire based on available slots and/or at the discretion of the shift officer.

It is understood that only one member per shift can occupy a Thursday, Friday or Saturday Kelly day.

APPENDIX G

Shift Exchanges

MARATHON FIRE RESCUE SOPS			
	Subject: CrewSense		No. 209.0
	Effective: 10/1/19	Expiration:	Page: 1
	Initiated By: John A. Johnson, Fire Chief		
Approved By: John A. Johnson, Fire Chief			

SOP – CrewSense:

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Procedures:

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Emergency exchanges shall be approved by the Fire Chief or his designee.

MARATHON FIRE RESCUE SOPS			
	Subject: CrewSense		No. 209.0
	Effective: 10/1/19	Expiration:	Page: 2
	Initiated By: John A. Johnson, Fire Chief		
Approved By: John A. Johnson, Fire Chief			

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MARATHON FIRE RESCUE SOPS			
	Subject: CrewSense		No. 209.0
	Effective: 10/1/19	Expiration:	Page: 3
	Initiated By: John A. Johnson, Fire Chief		
Approved By: John A. Johnson, Fire Chief			

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MARATHON FIRE RESCUE SOPS			
	Subject: CrewSense		No. 209.0
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	Initiated By: John A. Johnson, Fire Chief		
Approved By: John A. Johnson, Fire Chief			

NOTE:

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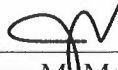
Forced Overtime -

Forced overtime occurrences do not affect callback ranking.

Forced overtime occurrences that results from a cancelled callback will result in hours charged to the employee's overtime bank.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first written above.


PROFESSIONAL FIREFIGHTERS OF MARATHON
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 4396.

BY: 
James M. Malmquist, President

THE CITY OF MARATHON, FLORIDA



Steven Cook, Mayor

ATTEST:


Diane Clavier
City Clerk

(City Seal)

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

BY: 
Steve Williams, City Attorney