AGREEMENT

BETWEEN

THE CITY OF VENICE

AND

LOCAL #2546

I.A.F.F.

October 1, 2013
thru September 30, 2014

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PREAMBLE

This Agreement is entered into as of October 1, 2013, between the City of Venice, hereinafter referred to as the City, and Suncoast Professional Fire Fighters and Paramedics, International Association of Firefighters, Local 2546, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein basic and full Agreement between the parties concerning rates of pay, wages and other terms and conditions of employment. When this Agreement does not speak to a subject, the City of Venice Personnel Procedures and Rules will be used. In the event the Agreement or the City of Venice Personnel Procedures and Rules does not speak to a subject, the Venice Fire Department Rules and Regulations will be followed. There shall not be and there is no individual arrangement or agreement made covering any part of this Agreement which is contrary to the terms herein provided.

ARTICLE #1

RECOGNITION

The City of Venice, Florida (hereinafter referred to as "the City"), recognizes the Suncoast Professional Fire Fighters and Paramedics, Local 2546 Venice Chapter, International Association of Firefighters (hereinafter referred to as "the Union"), as the exclusive collective bargaining representative of the employees in the bargaining unit described herein.

For the duration of this Agreement, the bargaining unit shall include:

> All probationary and permanent Firemedics, Firemedic/Paramedic, Lieutenant/EMT's, Lieutenant Paramedic, Administrative Lieutenant/EMT, Captain Paramedic, Battalion Chief/EMT, Battalion Chief/Paramedic, Administrative Battalion Chief/EMT and Administrative Captain/EMT.

For the duration of the Agreement, the bargaining unit shall exclude:

> The Fire Chief, Deputy Chief, Assistant Chiefs, clerical personnel, all other employees of the City of Venice and other managerial, confidential and supervisory employees.

The Union recognizes that the City Manager is the collective bargaining representative of the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designee.

ARTICLE #2

MANAGEMENT RIGHTS

Section 1. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all the rights, powers and authority previously possessed or enjoyed by the City of Venice prior to this Agreement are retained by the City, and may be exercised without prior notice to or consultation with the Union.

Section 2. Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement.

A. To manage the Fire Department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.

B. To determine the purpose and functions of the Fire Department.

C. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation/improvement of the Fire Department, and to select, manage, direct, and evaluate all management, supervisory, administrative and other personnel.

D. To alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operation/service to be rendered thereby.

E. To decide the number, location, design and maintenance of the Fire Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the City.

F. To determine the qualifications of all employees of the Fire Department. To select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, discipline, discharge, layoff, retain and manage all employees of the Department.

G. To discharge, demote or suspend any employee of the Department, and to take other disciplinary action against such employees, or to relieve such employees from duty, for just cause.

H. To increase, reduce, change, modify or alter the size and composition of the work force.

I. To determine the extent of its operations, to determine when any part of the complete operation shall function or be halted; and to determine when, where and to what extent operations/services shall be increased or decreased.

J. To establish, change or modify employees' duties, tasks, responsibilities or requirements.

K. To make, issue, publish, enforce and modify policies, procedures, rules and regulations as the City may from time to time deem best.

All other rights to manage the Fire Department and the operations, functions, and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the City.

Section 3. If the Mayor, City Manager, or one of their designees declares that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane/tornado conditions, epidemics, or similar conditions, the non-monetary provisions of this Agreement will be suspended by the City during the time of such declared emergency. The City shall notify the Union in writing of the date such emergency is declared, and the date the emergency declaration is officially lifted. A grievance that arises during any period of agreement suspension shall be abated until the suspension is lifted.

Section 4. The City Charter, together with all applicable General Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission, budget, obligation to its citizens, organization, assignment of personnel, tasks, duties, responsibilities, or the technology required to perform work.

Section 5. The City has the sole, exclusive right to direct managerial, supervisory, administrative personnel and any other employee not covered by this Agreement, to perform any task in connection with the operation of the Fire Department, whether or not normally performed by the employees within the bargaining unit.

Section 6. The selection and assignment of supervisory and managerial personnel are the sole responsibility of management, and shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 7. The Union recognizes that the City and the Fire Department are obligated to comply with all federal, state and local laws, ordinances, regulations, directives and guidelines, including such matters as affirmative action and equal employment opportunity, and the Union shall cooperate and do all things necessary to facilitate compliance with said laws.

Section 8. The City shall have the right, during the term of this Agreement, to terminate selected services/operations permanently. In such event, all obligations hereunder to its affected employees and to the Union shall forthwith terminate. The City shall also have the right, from time to time during this Agreement, to suspend selected services/operations in whole or in part.

Section 9. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain and be in full force and

effect unless changed, modified or deleted by the City. Final authority to change, modify, or delete any rule, regulation or policy rests with the City.

Section 10. It is expressly understood by and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

Section 11. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by the employee is in violation of the express written terms of this agreement.

Section 12. Nothing contained in this article is to be interpreted as a waiver of the City's obligations to impact bargain, upon demand of the Union, should the exercise of these management rights have the practical effect of altering or causing impacts to wages, hours or terms and conditions of employment. Additionally, the City agrees to bargain over other matters, consistent with the requirements of law.

ARTICLE #3

NO STRIKE PROVISION

Section 1. The Union or its officers, representatives, agents, members and employees covered by this Agreement shall not engage in, instigate or support:

A. A strike.
B. Concerted failure to report for duty.
C. Concerted absence from their respective positions.
D. Concerted stoppage of work.
E. Concerted submission of resignations.
F. Concerted absenteeism in whole or in part from the full and faithful performance of the duties of their employment by the City.

Section 2. The foregoing prohibited activities A through F shall not be engaged in for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or in the rights, privileges, or obligations of public employment of any employees within or without the bargaining unit.

Section 3. Any employee or group of employees committing or participating in any of the acts described in this Article may be disciplined by the City up to and including discharge. The City shall also retain its statutory penalty rights for a violation of the No-Strike provisions of this Agreement or the statute prohibiting a strike.

ARTICLE #4

UNION SECURITY AND CHECK-OFF

Section 1. The City agrees to deduct from the Union membership, per pay period, dues from the pay of those employees who individually request in writing that such deduction be made. The amounts deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the thirtieth of the (current succeeding) month after such deductions are made. The City's remittance will be deemed to be correct if the Union does not give written notice to the City, within two (2) weeks after a remittance is received, of its belief, with reason(s) stated therefore that the remittance is incorrect.

Section 2. When an employee quits, is discharged, or is laid off, any unpaid dues due the Union will be deducted from the last salary payable.

Section 3.

A. The City shall deduct from the payment made to the Union the following expenses of bookkeeping, retention and transmittal of funds.

$0.50 per employee for each new enrollment
$0.30 per employee for each dues change
$0.12 per pay period per employee for normal bookkeeping services

Section 4. Upon written notice to the City Director of Administrative Services and to the Secretary Treasurer of the Union, dues deductions will be stopped within 30 days of notification.

ARTICLE #5

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. A grievance is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement.

Step 1. The employee, or their representative, shall take up the grievance or dispute with the employee's immediate supervisor within seven (7) City Hall working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor will log the grievance in with the Director of Administrative Services, and a confirmation will be forwarded to the supervisor and grievant. The supervisor shall attempt to adjust the matter and shall respond to the employee, or their representative, within seven (7) City Hall working days.

Step II. If the grievance has not been settled, it shall be presented, in writing, by the employee, or their representative, to the department head within seven (7) City Hall working days after the supervisor's response is due. The department head shall respond to the employee, or their representative, in writing within seven (7) City Hall working days.

Step III. If the grievance still remains unadjusted, it shall be presented in writing by the employee, or their representative, to the City Manager or Director of Administrative Services within seven (7) City Hall working days after the response of the department head is due. The City Manager or Director of Administrative Services shall respond in writing to the employee, or their representative, (with a copy of the response to the Local Union President) within seven (7) City Hall working days.

Step IV. If the grievance is still unsettled, either party may, within fifteen (15) City Hall working days after the reply of the City Manager or Director of Administrative Services is due, by written notice to the other on either City of Venice or IAFF letterhead, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) City Hall working days after notice is given. If the parties fail to select an arbitrator, either or both shall contact the American Arbitration Association (AAA) to request a panel of five (5) arbitrators. The AAA Expedited Rules shall be utilized in the selection of an arbitrator and in the remainder of the arbitration process. The cost and expense incurred by the impartial arbitrator shall be shared equally by the parties involved in the arbitration. If a transcript of the proceeding is requested, then the party so requesting shall pay for it. If an employee is acting independently of and in disregard of the position of the Union in matters relating to arbitration, such employee shall pay the equal share of the arbitrator's costs and expense with the City.

Section 2. Nothing in this article shall be construed to prevent any employee from presenting their own grievance. It is understood that either an individual or the Union may represent a grievance but not both. The Union shall be notified if an individual files their own grievance.

ARTICLE #6

ANTI-DISCRIMINATION

Section 1. The Union and the City agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, union affiliation, or mental or physical handicap.

Section 2. No employee covered under the terms of this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

Section 3. All references to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE #7

RATE OF PAY

Section 1. All employees hired on or after the first day of the payroll period following the date of ratification by both parties (the effective date) shall be placed into a pay plan using a range of $37,262 to $63,762, but with no steps. All employees hired prior to the effective date will remain in the step pay plans in place on September 30, 2013. The associated base pay amounts as of October 1, 2013 are shown below:

A. **FIREMEDIC**

50 Hours per Week/2600 Annual Hours

STEP	
DOH	14.3315 37,262
1	15.8700 41,262
2	17.4085 45,262
3	19.1392 49,762
4	21.4469 55,762
5	22.7931 59,262
6	24.5239 63,762

B. **LIEUTENANT/EMT**

50 Hours per Week/2600 Annual Hours

STEP	
Lieutenant Start	26.7354 69,512
Lieutenant End 1 yr	28.2739 73,512

C. BATTALION CHIEF/EMT

50 Hours per Week/2600 Annual Hours

STEP	
Battalion Chief Start	30.5815 79,512
Battalion Chief End 1 yr	32.5046 84,512

D. ADMININSTRATIVE BATTALION CHIEF/EMT

40 Hours per Week/2080 Annual Hours

STEP	
Administrative Battalion Chief Start	38.2269 79,512
Administrative Battalion Chief End 1 yr	40.6308 84,512

Section 2.

There will be no step increases.

For employees in the top steps on October 1, 2013:
There will be a 2.5% increase to base pay on the effective date as defined in section 1 (which will otherwise be retroactive to October 1, 2013 only for those members who elect to the switch to Florida Retirement System) – see Appendix 1.

For employees not at the top step on October 1, 2013:
There will be an amount equivalent to a one step increase to base pay effective September 30, 2014 – see Appendix 1. For those employees who go to the top base pay level on September 30, 2014, there is no expectation that they will get a 3.0% increase on October 1, 2014.

Section 3. Compensation for Increased Healthcare Contributions. In consideration for the changes to healthcare contributions detailed in Article 28, the following annual base pay increases will be made on the effective date as defined in section 1 for employees participating in the City Group Health Insurance Program. These base pay increases shall not be included in base pay for the purpose of calculating the 2.5% base pay increase for FY14:

Base Salary Less than $36,000	=	$ 268
Base Salary Range $36,000-$46,000	=	$ 471
Base Salary Range $46,001-$56,000	=	$ 942
Base Salary More than $56,000	=	$1,200

If these base pay increases place an individual in a higher contribution category, the individual's base pay will be further increased to offset the additional contribution. See Appendix 1.

Section 4. Specialty Pay – Paramedic

If, during the term of this contract, the Venice City Council elects to provide Emergency Medical Services and Advanced Life Support Services (EMS), the following will be implemented:

1) **Paramedics**

A) A newly certified Paramedic or a newly hired Firemedic/Paramedic shall receive Probationary Firemedic/Paramedic specialty pay to be included in the base pay. After successful completion of the probationary preceptor program, the employee's paramedic specialty rate shall increase to the Apprentice Paramedic rate. When an employee successfully completes 1 year of service as an Apprentice Paramedic, they shall receive the Journeyman Paramedic specialty rate of pay.

B) A Lieutenant or Captain with Paramedic certification shall receive the Lieutenant/Paramedic or Captain/Paramedic rate of specialty pay to be included in the base pay after successful completion of the preceptor program.

C) A Paramedic who is appointed as a Preceptor Paramedic by the City shall receive the Paramedic Preceptor specialty pay in addition to Paramedic specialty pay. The City shall determine qualifications for Paramedic Preceptor status. Probationary Paramedics shall not be eligible for this specialty.

D) A Paramedic who is appointed as a Specialist Paramedic by the City shall receive the Specialist Paramedic specialty pay in addition to Paramedic specialty pay. The City shall determine qualifications for Specialist Paramedic status. Probationary Paramedics shall not be eligible for this specialty.

2) **Remedial Action.** Should an employee fail to satisfactorily complete or meet the required performance standards, continuing education or enhancement programs as determined by the City, or a Paramedic not be recommended by a Paramedic Preceptor to receive full Paramedic status, they shall no longer be eligible to receive paramedic specialty pay as defined herein. A review process shall be established solely by the City at a later date to assure compliance with Chapter 401, Florida Statute requirements. The review process shall establish a means of making recommendations to the Fire Chief for final determination and compliance reporting to the Florida Department of Health. The recommendation shall include, but not be limited to, additional training in specific areas, extension of time to meet requirements and standards, counseling, or the revoking of Paramedic licensure.

A) Existing employees as of the date of implementation of EMS who attempt, and fail to complete, the paramedic program shall be eligible to return to their previous status with the Department.

Specialty Pay Rates – Paramedic

Probationary Firemedic/Paramedic	$3338.00 annually
Apprentice Firemedic/Paramedic	$6180.00 annually
Journeyman Firemedic/Paramedic	$7725.00 annually
Lieutenant/Paramedic	$3605.00 annually
Captain/Paramedic	$3605.00 annually
Battalion Chief/Paramedic	$3605.00 annually
Paramedic Preceptor (9 members)	$1500.00 additional annually
Specialist Paramedic (9 members)	$1000.00 additional annually

Employees who, as determined by the City, qualify for the Preceptor Paramedic & Specialist Paramedic specialty pay shall be compensated quarterly in the first pay check after the specialty is earned. Payment shall be for each full month of actual service in the assignment.

ARTICLE #8

SICK LEAVE

Section 1. Forty-hour/administrative employees' sick leave shall be governed in accordance with City Policies pertaining to other 40-hour City employees.

Section 2. Sick leave shall be granted for an illness or an injury severe enough that an employee cannot perform their normal duty as a firefighter. The employee must notify the Battalion Chief or designee. The City, at its discretion, may call upon the employee to ascertain their condition not more than once during a 24-hour time period. This shall be the only requirement that the employee must have to establish their illness.

Section 3. Although sick leave is understood to be primarily for the employee's personal illness or injury, it may also be used to cover absences made necessary by illness/injury in an employee's immediate family.

Section 4. A doctor's statement may be required by the Management if an employee is off on sick leave either for two or more consecutive shifts, or if there is a pattern of two or more incidents when sick leave is taken either before or after authorized leave.

Section 5. If a shift employee's status changes to an administrative position, his/her sick bank shall be recalculated by multiplying the banked hours by 1/3. Conversely, if an administrative employee's status changes to a shift position, that employee's sick bank shall be multiplied by 3.0.

Section 6. A total of twenty-four (24) hours per month shall be granted or permitted for sick leave accrual purposes. When recording and deducting sick time used, actual time off shall be deducted on an hour-for-hour basis for any time the employee is on sick leave. Shift employees must be paid for five (5) shifts in a calendar month to accrue sick leave for that month. Vacation, Sick Leave, Holiday Pay, Compensatory Time, and other authorized time off will count for this purpose. Sick leave shall be accumulated by an employee at the end of the month for any month in which they are on paid status for the specified amount of time.

Section 7. Sick Leave Value. The City will document in each employee's personnel file the number of hours of each employee's sick leave accrual as of the date of ratification by the parties (the effective date). From the effective date onward, only these documented hours may be used for the purposes of cash outs detailed in sections 8 and 9 below. Hours accumulated from the effective date onward under sections 1 and 6 above may be used in accordance with sections 1, 2, 3 and 4 above but will have no cash out value. Hours used from the effective date onward will be drawn from the bank of hours accumulated before the effective date.

Section 8. Subject to the cap in section 7, any shift employee may accumulate sick leave time up to 2,160 hours in number, at which time he must exchange some of the time (up to a maximum of 720 hours) in the following manner: For each hour of accumulated sick leave exchanged, the employee hired before 10/1/94, will receive one-half (½) of an hour's pay, multiplied by 1/3; the employee hired on or after 10/1/94, will receive one-quarter (1/4) of an hour's pay, multiplied by 1/3. Payment will be at the employee's current forty (40) hour rate of pay.

Section 9. Subject to the cap in section 7, upon separation from the City for any reason, all bargaining unit members shall be compensated for any unused accumulated sick leave, based on the rate of pay at the time of separation, in a manner similar to that described above: Employees hired before 10/1/94 will receive one-half (½) of an hour's pay, multiplied by 1/3; employees hired on or after 10/1/94 will receive one-quarter (1/4) of an hour's pay, multiplied by 1/3. Payment will be at the employee's current forty (40) hour rate of pay.

ARTICLE #9

PROBATION

Section 1. The probationary period is a working test period used to closely observe a new employee's work. It will be utilized to review the new employee's performance to determine if the employee meets the required standards.

Section 2. The probationary period for new employees with the unit shall begin immediately upon entry into the unit and shall be for a period of twelve (12) months.

Section 3. An employee that has been promoted as a new officer shall have an additional probationary period. The probationary period for an employee that has been promoted as a new officer shall begin upon the date the promotion is effective and shall be for a period of six (6) months. An employee that has been promoted as a new officer and who does not successfully complete the probationary period shall be offered the job held most previous to the promotion or to an equivalent job.

ARTICLE #10

PERSONAL PROPERTY

Section 1. Upon the approval of the Fire Chief, the City agrees to pay the actual value up to three hundred dollars ($300) for repair or replacement of any item of jewelry, including watches and wedding rings, but will not be required to pay for such items as necklaces, bracelets and other types of rings. Such non-essential jewelry is worn at the employee's own risk. For such non-jewelry items as eyeglasses, contact lenses, and dentures, the City will pay the full cost of repair or replacement, providing that damage or loss occurs in the line of duty and not as a result of carelessness.

Section 2. The employee must immediately report the loss to their supervisor. The Battalion Chiefs will maintain a running inventory of all personal items of each firefighter that might be lost or broken.

Section 3. The City shall reimburse an employee who is required to wear Self Contained Breathing Apparatus (SCBA) up to two hundred dollars ($200) every other year for the purchase of prescription eyeglass lenses to be used in the SCBA. The City will provide the frames and mounting hardware for the eyeglass lenses for use in the SCBA at no cost to the employee.

ARTICLE #11

DUTIES (NOT FIRE RELATED)

Section 1. A member of the bargaining unit will not be required to perform major repairs to Fire Department equipment during regular working hours of the Garage unless there is an emergency. Preventive maintenance will be performed by firefighters, as needed. A member of the bargaining unit will not be required to perform major repairs to the fire department stations.

ARTICLE #12

UNION BULLETIN BOARDS

Section 1. The City will provide space for bulletin boards for Union business in each Fire Station in a reasonable location. Additionally, the Union DVP president or designee will be allowed to use an IAFF folder on the City's server.

ARTICLE #13

EQUIPMENT

Section 1. The City will provide and maintain (repair or replace as needed) the following equipment for each station:

Microwave
Dishwasher
Cooking Knife Set (8 pc. Cutlery Set)
Food Processor
Coffee Maker
Electric Can Opener
Toaster
Corning Ware
Dishes (Three sets of service for four plates, soup bowls, cups and saucers)
Cookware
Silverware (setting for eight)
Glasses
Strainer (Colander)
Kitchen Tool Set (Plastic type spatula, spoons, etc.)
Refrigerator 20 cu. ft.
Stove~~s~~
2 Television sets
LP Gas Grills
Washer/Dryer

NOTE: Exercise Equipment as determined appropriate for each exercise room by the Wellness/Fitness Committee.

ARTICLE #14

REPRESENTATION

Section 1. All personnel covered by this contract being reprimanded or disciplined shall have the right to have another person of their choosing present. This other person shall have the right to represent the person reprimanded or disciplined. It should take no more than two (2) hours to obtain a representative and have them present for the reprimand or discipline hearing. If the representative is on duty, they will be allowed to take no more than thirty (30) minutes without loss of pay to perform this duty. If an extension is required, the time can be allocated with the approval of both the Union and the City. If the representative is off duty, the City will not pay to bring them in for duty. This shall apply to all supervisory and management personnel when a firemedic is requested to appear before them for the above stated reasons.

Section 2. In addition to Section 1 above, the unit representative and/or their designee shall be allowed to do the following during working hours and without loss of pay with the supervisor's approval:

A. Transmit communications authorized by the local Union or its officers to the employer or their representative.

B. Consult with the employer, their representative, local union officers or the union representative concerning the enforcement of any provisions of this Agreement.

ARTICLE #15

SEVERABILITY

Section 1. If any Article or Section of this Agreement should be found to be invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted State legislation or by appropriate judicial authority, all other Article(s) or Section(s) of this Agreement that are not affected by the unlawful, invalid, or unenforceable Article(s) or Section(s) shall remain in full force and effect for the duration of this Agreement.

Section 2. After written notification to either party that there has been such invalidation, the parties shall meet within thirty (30) calendar days to begin negotiations of a replacement(s) as may be required.

ARTICLE #16

RESIDENCE

Section 1. All employees shall, within one (1) year of hire, reside within a 60-mile radius of the city limits. The Fire Department shall provide a map showing exact boundaries.

Section 2. Current employees living within the 60-mile radius shall not be permitted to move outside of the boundaries while employed with the Fire Department.

Section 3. Extenuating circumstances will be considered by the Fire Chief on a case by case basis.

ARTICLE #17

SHIFT CHANGING

Section 1. All employees may exchange shift time with approval of the Battalion Chief or designee. Approval for such changes shall not be unreasonably withheld.

Section 2. The City agrees that no trade of duty shall be required for any fire related courses or any courses that are necessary for obtaining a fire science degree being taught within the City limits. All courses must have prior approval of the Chief.

Section 3. Providing for minimum safe practices (per Article 24), and with the approval of the Chief or designee, no trade of duty will be required for attendance outside the City at courses required to obtain a Fire Science Degree, including both job related and general education courses.

ARTICLE #18

SENIORITY

Section 1. All layoffs shall be accomplished according to seniority based on date of hire, with the least senior person by date of hire being laid off first.

Section 2. No vacancy created by layoffs may be filled without first offering each laid off employee re-employment provided they meet the minimum requirement of the position.

ARTICLE #19

ENTIRE AGREEMENT

Section 1. The City and the Union acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understanding and agreements arrived at after the exercise of such right and opportunity are set forth in this Agreement.

ARTICLE #20

UNION NEGOTIATIONS AND UNION BUSINESS

Section 1. The I.A.F.F. Representative or his/her designee shall be permitted to attend all future negotiations without loss of pay. If the representative is on duty, he/she will be available to respond upon call of the shift commander.

Section 2. The I.A.F.F. Representative or his/her designee will be allowed while on duty to attend regularly scheduled monthly meetings of the Union, with the Fire Chief's approval, not to be unreasonably withheld.

Section 3. The I.A.F.F. Representative or his/her designee shall be permitted to attend official I.A.F.F. functions without loss of pay while on duty, provided minimum safe staffing levels are maintained. Fire Chief's approval is required and will not be unreasonably withheld.

Section 4. In advance of every City Council Meeting, the I.A.F.F. Representative or his designee may obtain a copy of the agenda. If an item appearing on the agenda affects the members of the bargaining unit, the I.A.F.F. Representative shall be granted time off without pay for the purposes of attending the Council meeting, with the Chief's approval, not to be unreasonably withheld.

Section 5. I.A.F.F. Time Bank. A time bank shall be made up of grants of accrued time by members of the bargaining unit, and in accordance with the procedures described herein.

A. At the request of the Union, members may transfer hours to the I.A.F.F. Time Bank in two installments. Hours may be transferred on the first payday in January and the first payday in June each year. Such donations shall be designated from the individual's accruals of vacation time.

B. This time may be used by I.A.F.F. Representatives or designees with the Chief's approval, not to be unreasonably withheld, and is not to exceed the funds and/or time contributed. All requests to use the time must be in writing, and have the approval of both the Chief and the I.A.F.F. A minimum of five (5) days advance notice is required for requested time off.

ARTICLE #21

HOURS OF WORK - OVERTIME

Section 1. The bargaining unit employees will work a 50-hour work week, which will result from a 27-day cycle. In each work cycle, each employee will take one (1) 24-hour Kelly Day. This will result in each employee actually working 192-hours per cycle.

Section 2. **Overtime**. Except as otherwise provided herein, any hours worked up to 204 in a 27-day cycle will be paid at the regular straight-time 50-hour rate of pay. All overtime, whether straight-time or time and one-half, shall be calculated at the end of each cycle, and paid in the succeeding payday.

A. **Scheduled Overtime** – Only actual hours worked will count as time worked for the purpose of calculating overtime. Therefore, only actual hours worked over 204-hours in any 27-day cycle will be paid at the overtime rate of time and one-half. Scheduled overtime shall include meetings scheduled by management, training sessions, or any other overtime not included under the guidelines for 'Emergency Call-Back'.

B. **Emergency Call-Back** – For the purpose of this Contract, the term 'emergency call-back' shall be defined as a call back from off-duty status, with less than 24-hours notice, for the purpose of responding to a situation considered by the department to be an emergency requiring immediate response, including the implementation of minimum staffing. Any such emergency call-back will be considered "automatic overtime" and paid at one and one-half times their normal 50-hour rate of pay. Emergency call-back shall be a minimum of 3-hours.

Section 3. Any member of the bargaining unit who is requested by the City to work any holiday other than his normally scheduled shift shall be paid at the rate of two (2) times their normal rate of pay, based on a fifty (50) hour week. A double time rate will apply to the actual holiday on which the shift begins.

Section 4. Overtime will be assigned in accordance with established departmental procedure or in inverse order of seniority on a rotating basis if no one will accept the overtime assignment.

Section 5. Up to three people will be allowed to be on authorized leave (i.e., vacation day, holiday, or Kelly Day). The scheduling of aforementioned authorized leave shall be in accordance with established departmental procedures.

Section 6. Each employee shall receive 48 hours of paid time off (except employees in Administrative bargaining unit positions who shall receive 16 hours of paid time off). All such hours must be used by the employee prior to October 1, 2013 in a manner that does not create any overtime liability for the City. This benefit shall expire at the conclusion of this Agreement.

Section 7. In the event of an illness or disability of two weeks or more, the City will have the right to set a limit of two persons on authorized leave at a time. However, during the restricted time period, the City will honor any shifts which have previously scheduled three people off.

Section 8. In the event an employee would have to leave duty unexpectedly, the City will have the discretion to fill that position for the remainder of the shift.

Section 9. The bargaining unit members will work a 24 on/48 off schedule, with the exception of Administrative bargaining unit positions, which will be assigned a 40-hour workweek.

Section 10. All off-duty special events assignments (parades, community programs, etc.) will be paid at time and one-half, except on holidays when the rate of pay will be two times the normal rate.

Section 11. If a promotion results in a shift change, the City will pay a maximum of five (5) shifts of overtime for the person being promoted, and for any person being displaced, as needed, to make a reasonable accommodation to accomplish the shift change. All other time previously scheduled by the member will have to be scheduled by availability in accordance with department policies and Section 5 above.

Section 12. For any overnight deployment out of town to assist another agency (brush fires hurricanes, etc.), members will be paid overtime at a rate of time and one-half for all hours worked on their normally-scheduled day(s) off from the time they report to the station until the time they are released from duty.

Section 13. The city agrees that time that employees are required to be at work before the beginning of the shifts as well as any time that employees are required to be at work beyond the end of their regular shifts, will be compensated in accordance with the provisions of the federal Fair Labor Standards Act (FLSA). Additionally, any time that employees spend on their off-duty hours performing work for the city shall also be compensated in accordance with the provisions of the FLSA.

ARTICLE #22

PRESERVATION OF BENEFITS

Section 1. With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation beneficial to employees without prior notice to the Union and without negotiations with the Union.

ARTICLE #23

FILLING TEMPORARY POSITIONS

Section 1. When a Firemedic assumes the temporary duties in the shift at a higher rank or classification their pay shall be raised 5%. When an officer assumes the temporary duties in the shift at a higher rank or classification, their pay shall be raised by one dollar and fifty cents ($1.50) per hour for each hour or part of hour worked at the higher rank or classification.

Section 2. Any Firemedic on a current promotional list may be used as a fill-in officer when the need arises. If no one on a current list is available, Shift Commanders shall have the sole discretion as to appointing a fill-in officer.

Section 3. A Lieutenant may assume the fill-in Battalion Chief position after serving six (6) months as a Lieutenant. Prior to working in the fill-in Battalion Chief position, the Lieutenant must also receive approval from all three line Battalion Chief's and the Operations Chief.

Section 4. Any individual working on a temporary assignment shall have all duties, authority and responsibility of the position being filled.

ARTICLE #24

MINIMUM SAFE STAFFING

Section 1. For the purpose of minimum safe practices, the staffing of response companies (excluding the command car) shall always be two (2). If on-duty staffing is sufficient, three (3) personnel or more is desirable.

Section 2. The City and Union agree that the normal staffing of shifts shall be a minimum of eight (8). However, when the shift staffing for any reason drops below eight (8) for a period of less than 24 hours, management shall have the discretion as to whether or not to fill the vacancy/vacancies.

ARTICLE #25

BEREAVEMENT LEAVE

Section 1. Employees shall be granted time off with pay to arrange the funeral of and/or pay final respects to an immediate family member. Such time off for 40-hour/administrative employees will not exceed three (3) consecutive working days. Such time off for shift employees will not exceed one (1) shift. In the case of multiple deaths, or if one-way travel in excess of 300-miles from City Hall is required, such leave shall not exceed six (6) consecutive working days for 40-hour/administrative employees, or two (2) consecutive shifts for shift employees.

Bereavement leave shall not be charged to vacation, compensatory time or sick leave.

For the purpose of this article, the employee's immediate family is defined as the employee's spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or as determined by the Director of Administrative Services or the Fire Chief in his/her absence. The employee shall provide the department head with proof of death in their immediate family as defined before compensation is approved.

ARTICLE #26

APPRENTICESHIP PROGRAM

Section 1. The Apprenticeship Program for Firemedics shall be developed, administered and evaluated by the Joint Apprenticeship and Training Committee (JATC) in accordance with the established apprenticeship standards. The JATC shall establish and implement written guidelines correlating to the provisions of this Article.

Section 2. All new Firemedics shall enter into the Apprenticeship Program, and are required to successfully complete each monthly module, with required testing administered by the Training Officer.

Section 3. If an employee fails any portion of the Apprenticeship Program, the Training Officer, with the assistance of any other supervisory or managerial personnel of their choice, shall immediately investigate the circumstances, evaluate the employee's potential, and recommend appropriate actions to the Fire Chief. Such action may include, but not be limited to counseling, retesting, extension of probation, delay of step increase or termination. Any action that becomes a part of the employee's permanent file, or delays a pay increase, must be unanimously approved by the JATC. New employees shall be subject to the Apprenticeship Program and the provisions of this Article until they successfully complete all prescribed modules and are graduated from the program. (See Appendix #2, as revised by the JATC.)

Section 4. Based on their evaluation of each new employee's related previous experience and training, the JATC shall be authorized to determine appropriate credits, and may recommend to the Fire Chief and the City Manager an advanced entry pay level which corresponds to those credits. The maximum entry level pay allowed will be equal to the pay rate established by this contract for a three (3) year Firefighter who has completed the Apprenticeship Program. Such recommendation shall be in writing, and the City will respond in writing, expressing its agreement or disagreement with the JATC, along with any necessary explanation. In all cases relating to subsection 4, the City shall have final authority, and all such memos shall become part of the employee's permanent personnel file.

ARTICLE #27

PROMOTIONAL PROCEDURES

Section 1. **Qualifications for Lieutenant, Captain, and Battalion Chief**

A. Applicants for Lieutenant must have served at least five (5) continuous years with the "City of Venice Fire Department", must possess Fire Officer I certification, and must have passed all components of the testing procedure in Section 2.

B. Applicants for Battalion Chief or Captain must have served at least six (6) continuous years with the "Venice Fire Department" and at least one (1) of those years as a Lieutenant. Applicants must possess Fire Officer I certification, and have passed all the components of the testing procedure in Section 2. Applicants must possess Fire Officer II certification or at least an Associate's Degree in Fire Science or related field from an accredited college or university.

C. In the event of the creation of a new position in the Fire Department, the Fire Chief will have the right to waive the time and grade requirements.

Section 2. **Testing**

A. Procedure for Lieutenant

1. When the Fire Chief is apprised, whether by personal letter of intent to leave or by City action, that a vacancy will be created, an assessment review, which may include written as well as oral components, will be given to all eligible and interested candidates. The assessment review shall be conducted by a panel selected by the City.

2. Each applicant shall be assigned seniority points based on one (1) point for every twelve (12) months of service with the City of Venice Fire Department.

3. When a Lieutenant's position is vacant, the Fire Chief shall select from the top three (3) candidates.

4. All personnel who have participated in the promotional process shall be able to review all components of their respective assessment elements by appointment.

B. Procedure for Captain or Battalion Chief

1. When the Fire Chief is apprised, whether by personal letter of intent to leave or by City action, that a vacancy will be created, an assessment review, which may include written as well as oral components, will be given to all applicants that meet the requirements. The assessment review will be conducted by a panel of individuals selected by the City.

2. When a Fire Captain or Battalion Chief vacancy occurs, the Fire Chief shall select one from all the eligible candidates.

3. All applicants shall be able to review the components of their respective procedures by appointment.

C. The entire promotional procedure for Lieutenant. Captain, or Battalion Chief shall not exceed 105 days from the time official notice of a vacancy is posted.

D. Upon the expiration of any Lieutenant, Captain, or Battalion Chief promotional list, no new list shall be established until an opening occurs. Any new promotional list shall be valid for a period of 12-months.

E. If an employee disputes any part of the promotional procedure, a 3-person committee will be formed to review the dispute. This committee shall consist of:

One (1) person picked by the City from within the ranks of the City.
One (1) person picked by the Union Representative, from within the ranks of the Venice Fire Department.
One (1) person picked by the employee raising the dispute, from within the ranks of the Venice Fire Department.

The purpose of this committee will be to review the dispute. Upon completion of the review, the committee shall provide a written report of their findings to the Fire Chief.

ARTICLE #28

INSURANCE

Section 1. The City shall provide access to a comprehensive package of health insurance benefits in the form of major medical group coverage, which shall include but not be limited to: physician services; inpatient and outpatient hospital services, and emergency medical services (including out-of-area emergency coverage); diagnostic laboratory and diagnostic/therapeutic radiology services; alcohol, chemical dependency and mental health treatment services; skilled nursing services; and prescription drug services.

Although access to the above-described coverage is guaranteed, the terms, conditions and providers for such insurance shall be determined solely by the City.

Effective the first day of the payroll period following the date of ratification by the parties (the effective date), a participating employee shall pay the following monthly premium contribution by payroll deduction based on the following scale for employee (single) health insurance coverage and the latest available actuarially-determined fully-funded rates. Increases in these amounts will be subject to an annual cap of 15%.

For individual coverage:

Base Salary
Less than $36,000 = 6% of the individual fully-funded rate.

Base Salary Range
$36,000 - $46,000 = 11% of the individual fully-funded rate.

Base Salary Range
$46,001 - $56,000 = 22% of the individual fully-funded rate.

Base Salary
More than $56,000 = 26% of the individual fully-funded rate.

For individual and one dependent coverage:

The individual amount plus an additional 17% of the individual plus one fully-funded rate.

For individual and family coverage:

The individual amount plus 13% of the family fully-funded rate.

Physician office visit co-payments shall not exceed $35.00 per visit. The in network deductible shall not exceed $300.00 per member per year. The out of network deductible shall not exceed $600.00 per member per year. The city reserves the right to bargain these office visit and deductible amounts at any time it deems necessary.

Section 2. The self-funded health insurance coverage provided shall include psychiatric care for employees exhibiting job-related stress or trauma symptoms. Each request by an individual employee for such therapy shall be evaluated on its own merits by the City-assigned psychiatrist, who shall determine whether or not the symptoms are sufficiently job related to qualify for treatment under this provision. Therapy sessions for non-job related causes shall not be included in this coverage, but shall be paid for by the employee or handled through the provisions of the City's group insurance and/or Employee Assistance Program (EAP).

Section 3. The City shall inform the IAFF President of periodic meetings of the Insurance Advisory Committee, designed for the discussion of developments, priorities and planning in relation to group insurance. The IAFF will be invited to designate up to two (2) representatives to attend any such meetings, but at least one (1) such designee shall be encouraged to attend in order to assure the input of and feed-back to the members of the bargaining unit. It shall be the intent of the City to take all such input under advisement for consideration in the final determination of insurance policies, programs, features, premiums and other changes.

ARTICLE #29

ON-THE-JOB INJURY PAY

Section 1. Any member of the bargaining unit injured on duty who qualifies for W/C benefits shall receive Worker's Compensation and pay as follows:

a. First thirty (30) calendar days — Worker's Compensation Lost Time Pay (66-2/3), and be allowed to supplement their pay to make a full pay check by using sick leave, vacation or compensatory time, in that order.

b. For up to the next five (5) months, the City shall supplement Worker's Compensation payments, up to the equivalent of the employee's full salary, with no deduction from the employee's accrued time.

c. If the employee returns to work full time for more than thirty (30) days, then the City shall reimburse the sick leave used during the first thirty (30) days of absence as set forth in subsection (a).

Section 2. The City shall have the right to require periodic examinations by a City-authorized physician in order to evaluate the progress and prognosis of an employee with any extended disability. In the event the employee is unable to report to work, even temporarily, the employee shall provide written notice from the attending Workers Compensation physician within two (2) City Hall working days. Employees shall be returned to duty at the earliest practical date. The City-authorized physician shall have the power to release such employee to return to either light or full duty. The employer will assign light or limited duty only if such duty exists. No employee will be allowed to return to work without a doctor's statement, either indicating the type of work the employee can perform, or giving complete release from medical care. However, if the employee is deemed by a physician to have no reasonable expectation of returning to full duty, with a reasonable degree of medical certainty, such employee shall be subject to termination by the City, in which case any accrued time will be reimbursed in accordance with the Personnel Rules and Regulations.

ARTICLE #30

CLOTHING ARTICLE

Section 1. The City shall provide the uniforms, shoes, and all other necessary equipment. Replacement of any such items shall be on an as-needed basis. Such needs shall be based on normal wear and tear, or damage beyond the control of the member as determined by the Fire Chief or designee. Replacement of uniform articles shall not be based on the lack of personal fitness (i.e., weight gain not related to medical reasons).

ARTICLE #31

PHYSICAL EXAMINATION

Section 1. Each member of the bargaining unit will receive an annual physical exam at no cost to the employee. The exams shall be developed and implemented by the fire department's designated health care provider in accordance with NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments.

Section 2. In the event the City's designated health care provider, during a physical, determines that a member is not fit for duty and additional tests or information is required, the City will bear the costs associated with the additional tests so ordered. However, the employee is responsible to follow-up with the prescribed tests/exams within three (3) months of the City's designated health care provider's recommendation. The City will not be liable for expenses generated after that time.

Section 3. In the event that it is determined that a bargaining unit member requires an inoculation or immunization as the result of exposure to a communicable disease or illness in the line of duty, then the same inoculation or immunization will be made available to the members of that employee's household at no cost to the bargaining unit member.

Section 4. Physical examinations may be scheduled on off-duty time. Members shall be paid for any off-duty time they spend in that regard, with the approval of the Fire Chief.

Section 5. Bargaining unit members shall complete all components of their physical examination within a 45-day period to assure that the Fire Chief receives in timely manner verification that the member is fit for duty. Any individual who fails or refuses to complete the physical in the allotted time will be subject to appropriate disciplinary action.

ARTICLE #32

TUITION REIMBURSEMENT

Section 1. The City desires to encourage its employees to enhance their knowledge, skills, and abilities relating to their official duties. Therefore, the City will pay for or reimburse an employee for any mandatory continuing education or training necessary for certification, recertification, or renewal of license(s) appropriate for the position held, subject to budget limitations and subject to the procedure listed below.

Section 2. Education reimbursement eligibility is for classes and courses at an accredited junior college, community college, college, or university within the State of Florida, or other educational providers as approved by the Fire Chief, that are part of a program resulting in a two year degree, four year degree, or Master's degree limited to a maximum payment or reimbursement of $2,000.00 per budget year, based on budget limitations. Expenses for books, supplies, and other like expenses will not be reimbursed.

Section 3. Payment or reimbursement requests shall be made in the following manner:

A. Once approved in order for employees to be eligible for advance monies, a written request must be submitted at least three (3) weeks in advance. The City will diligently attempt to provide payment within the three (3) week time period. If unable to do so however, the City will reimburse the employee as stated below. Further, advance monies are only available for any mandatory continuing education or training necessary for certification, recertification, or renewal of license(s) appropriate for the position held. Should the employee fail to pass the course with a grade of "C" or higher, or its equivalent, or should the employee fail to complete the course with a passing grade for a pass/fail course, the employee shall reimburse the City for all monies spent on the course which were in excess of the reimbursement amounts listed below.

B. To receive reimbursement for monies spent by an employee for approved coursework, upon satisfactory completion of the course and/or receipt of a grade of "C" or higher where grades are given, the employee shall submit their receipt for the tuition fee, along with an official grade report, certificate of completion, or official transcript. Subject to the procedures and limits listed above, the City shall pay 100% of the tuition fee when a course is a pass/fail course and the employee receives a passing grade; 100% of the tuition fee when an "A" is received; 80% when a "B" is received; 70% when a "C" is received; and 0% when a "D", "F", "incomplete", "withdrew", "fail" or other such grade is received.

Section 4. If an employee voluntarily leaves or is terminated from employment within the first year after a payment or reimbursement for training or education is received by the employee, the employee shall repay 100% of the amount paid; within one to two years following payment or reimbursement, the employee shall repay 50% of the amount paid; and after two or more years following payment or reimbursement, the employee shall not be required to repay the City any of the amounts paid or reimbursed.

ARTICLE #33

FUNERAL BENEFIT

Section 1. The City agrees to defray all funeral and burial expenses up to ten thousand dollars ($10,000) of any member of the bargaining unit killed in the line of duty.

ARTICLE #34

HOLIDAYS

Section 1. All bargaining unit personnel will receive five (5) shifts holiday time per calendar year. Five (5) shifts may be taken at one time, or the shifts may be taken individually when openings are available, providing for minimum staffing, as prescribed in Article 24 of this Agreement.

Section 2. Administrative bargaining unit members shall receive the eleven (11) paid holidays designated in the Personnel Procedures and Rules.

Section 3. A Firemedic hired between January 1st and March 14th of any calendar year shall be entitled to five (5) shifts off during that year; a Firemedic hired between March 15th and May 26th shall receive four (4) holiday shifts off; a Firemedic hired between May 27th and August 7th shall receive three (3) holiday shifts off; a Firemedic hired between August 8th and October 19th shall receive two (2) holiday shifts off; and a Firemedic hired after October 20th shall receive one (1) holiday shift off.

ARTICLE #35

VACATIONS

The City agrees to provide employees with a vacation plan as follows:

A. **ACCRUAL SCHEDULE**

Section 1. Employees shall begin earning vacation credits on their first day of employment, and for every ensuing calendar month. Shift employees must be paid for five (5) shifts in a calendar month to accrue vacation time for that month. 40-hour/administrative employees must be paid for at least eighty (80) hours per month to earn the accrual. Vacation, Sick Leave, Holiday Pay, Compensatory Time, and other authorized time off will count for this purpose. Vacation credits shall be accumulated by an employee at the end of the month for any month in which they are on paid status for the specified amount of time.

Section 2. Employees shall accrue vacation time according to the following schedule:

Years of Continuous Service	Maximum Annual	
	Accrual	Utilization
At least one but no more than seven years	144-hours	6-shifts
Over seven but no more than twelve years	216-hours	9-shifts
Twelve years or more	288-hours	12-shifts

Section 3. 40 hour/administrative employees shall accrue vacation time in accordance with City Policies pertaining to other 40 hour City employees.

B. **ADMINISTRATION**

Section 1. Forty (40) hour/administrative employees vacation time shall be administered in accordance with City Policies pertaining to other 40 hour City employees, subject to Section 2, below.

Section 2. Vacations shall be selected and scheduled on the basis of seniority in accordance with fire department policies. Employees shall not be granted vacation time off during the first three (3) months of employment. Vacation time will be the first time off scheduled; no other time off will be scheduled until vacations are selected by each employee.

Section 3. When recording and deducting vacation time used, actual time off shall be deducted on an hour for hour basis for any time the employee is on vacation.

Section 4. All employees shall take at least one-half of the number of days they earn each year in actual time off. As an incentive to that end, they will be allowed to carry over or "bank" from one year to the next only a number of days equal to the number they take in time off, but no greater than one-half of what was earned. Any time not taken or banked in this manner will be deleted without compensation at the end of each year. One exception to the "use it or lose it" provision will be if an employee is hired on or after October 1st in any given year; such an employee will not be required to take one-half of the vacation accruals earned for the rest of that year. They will be allowed to carry over any accrued time into the next year, but will be required by the end of that year to take one-half of everything accrued, including the time carried over.

Section 5. Employees shall be permitted to carry from one year to another not more than four hundred twenty (420) hours of accrued vacation time. Any time over the maximum shall be compensated once annually according to the provisions of Section 6 and 7 of this article. In the event that an employee has accumulated more than this maximum in any one year, and has been precluded by the City from the use of the excess by January 1st of each year, they shall be compensated at their current straight time hourly rate of pay (40-hour rate) for all time in excess of the maximum. These payments shall be made no later than the first payday in January each year. Conversely, if there is, by January 1st of each year, excess time over the maximum due to the employee's failure to schedule/request time off, the excess amount will be deleted without compensation. The City will take into consideration any situation which results in negative impact upon an affected employee during the first year of such implementation.

Section 6. Employees shall be compensated for any excess vacation time on record, as calculated by the City, and at their current 40-hour rate of pay, as calculated by the City and shall be multiplied by 2/3 to determine the appropriate amount of compensation.

Section 7. Any employee separated from their job for any reason shall be compensated for all unused vacation leave at the time of separation, as calculated by the City, and shall be multiplied by 2/3 to determine the appropriate amount of compensation.

Section 8. Should an employee become ill or disabled while on vacation, "vacation leave" shall be changed to "sick leave", effective for the date(s) of the illness/disability upon notice to the Shift Commander or Fire Department administrative office. Such notification must be made as quickly as possible after the onset of the illness/disability.

Section 9. Absence due to sickness, injury or disability (not work related) in excess of that time which an employee has accrued for that purpose will be charged to vacation accruals.

Section 10. If a shift employee's status changes to an administrative position, his vacation bank shall be recalculated, multiplying the banked hours by 2/3. Conversely, if an administrative employee's status changes to a shift position, that employee's vacation bank shall be multiplied by 1.5.

ARTICLE #36

RETIREMENT BENEFITS

Section 1. The following changes will be made to the Firefighter Pension Plan effective October 1, 2014.

A. The benefit multiplier will be 2.75% for future service. Service earned prior to the plan changes will be credited at 3.5%.

B. Normal retirement: age 55 with 10 or more years of service, or 25 years of service regardless of age.

C. The employee contribution will be 7.00% of salary.

D. Salary for pension purposes will include base pay, but will exclude overtime pay and all other compensation.

E. The current early retirement benefit will remain available to employees with 10 or more years of service on the effective date of the plan changes. The early retirement benefit will be eliminated for employees with less than 10 years of service on the effective date.

F. The Cost of Living Adjustment (COLA) will be eliminated for benefits based on service after the date of the plan changes. Plan members will receive a cost of living adjustment of 3% on all years and partial years of credited service earned prior to the effective date. When the member retires, the member shall receive a blended cost of living rate based on their years of credited service earned before and after the date of the pension changes. For example, a member with 15 years of service before the effective date and 10 years of service after the effective date would receive an annual cost of living increase of 1.8% of their annual pension benefit. A member with 20 years of service before the effective date and five years of service after the effective date would receive an annual cost of living increase of 2.4% of their annual pension benefit.

Note: the above pension changes will not apply to any employee who has reached age 55 with 10 or more years of service, or 25 years of service regardless of age, on the date the changes take effect. Such employees will continue to earn benefits under the current plan provisions, unless they elect to join FRS.

Section 2. The parties agree that the City will join the Florida Retirement System (FRS) for firefighters on or about October 1, 2014. All current employees will be able to individually elect to remain in the City Firefighter Pension Plan, and continue to earn benefits under the City Plan in accordance with Section 1 above, or join FRS. The pension benefits of employees who elect to

join FRS will be frozen, and will be payable at the current normal retirement date and separation from City employment. All employees hired on or after the date the City joins FRS will become members of FRS. Eligibility for participation in FRS, as well as FRS benefits and contributions, will be determined in accordance with Chapter 121, Florida Statutes, as that statute now exists and as it may be amended in the future.

Section 3. The City agrees to pay a one-time incentive payment to employees who elect to enroll in FRS as follows:

A. Employees with 5 or less years of credited service as of the date of ratification by both parties will receive a one-time payment of $1,000 upon the employee's election to enroll in FRS.

B. Employees with more than 5 years but less than 15 years of credited service as of the date of ratification by both parties shall receive a one-time payment of $7,500 upon the employee's election to enroll in FRS.

C. Employees with 15 or more years of credited service as of the date of ratification by both parties shall receive a one-time incentive payment of $1,000 upon the employee's election to enroll in FRS.

Bargaining unit employees who are employed on the effective date and elect to join the FRS shall, upon reaching the normal retirement date and separating from City employment, be eligible for a retirement benefit in two parts: (1) their frozen accrued benefit under the City pension plan, based on average final compensation, credited service and plan provisions in effect on the day before they join FRS, payable as a monthly pension; and (2) their benefit under FRS.

Section 4. The City agrees to pay for one hour with an independent financial advisor for each employee. The advisory session shall be made available to each employee prior to the date on which employees must elect whether to transfer to the FRS.

Section 5. The City agrees to cooperate with the IAFF as it establishes an IRS 510(c)(9) Health Insurance VEBA Trust to provide for future post-retirement health insurance. Upon legal establishment of the trust, the parties agree that:

A. $155,000 in the excess state monies reserve shall be applied to reduce the City's contribution to the Firefighters' Pension Plan for that year, and if required by the State, member contributions will be increased and immediately decreased to implement this use of the state excess monies reserve; and

B. the City will make an initial funding contribution of $155,000 to the VEBA trust.

If premium tax receipts exceed $296,000 in any year of the Agreement, the IAFF can request to bargain the amount the City may contribute to the VFBA.

ARTICLE #37

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective October 1, 2013 through September 30, 2014.

In witness whereof, the parties hereto have set their hand this 22th day of July 2014.

FOR THE UNION	FOR THE EMPLOYER
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 2. **Successor Clause.** This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or assignment of either party hereto, or of any separable, independent segment of either party hereto.

APPENDIX #1

IAFF BASE PAY

Name	Title	**Base Pay IF ELECT FRS PENSION PLAN** Retroactive 10/1/13	Base Pay Effective 1st Pay Period After Ratification	Base Pay Effective 9/30/2014
SILVA, JOSEPH	FIRE BATT CHIEF/EMT	$86,624.80	$87,824.80	$87,824.80
ARMSTRONG, STEVEN	FIRE BATT CHIEF/EMT	N/A	$80,712.00	$85,712.00
O'CONNOR, MICHAEL	FIRE BATT CHIEF/EMT	N/A	$80,712.00	$85,712.00
ARMSTRONG, DANIEL	FIRE LIEUTENANT/EMT	$75,349.80	$76,549.80	$76,549.80
BLANCHARD, SCOTT	FIRE LIEUTENANT/EMT	$75,349.80	$76,549.80	$76,549.80
CRIPE, JEFFREY	FIRE LIEUTENANT/EMT	$75,349.80	$76,549.80	$76,549.80
FITZGERALD, CHARLES	FIRE LIEUTENANT/EMT	$75,349.80	$76,549.80	$76,549.80
JOHNSON, JOSEPH	FIRE LIEUTENANT/EMT	$75,349.80	$76,549.80	$76,549.80
LOWERY, DEREK	FIRE LIEUTENANT/EMT	$75,349.80	$76,549.80	$76,549.80
GIDDENS, FRANK	FIRE LIEUTENANT/EMT	N/A	$70,712.00	$74,712.00
RIPO, CHRISTOPHER	FIRE LIEUTENANT/EMT	N/A	$70,712.00	$74,712.00
WOROBEL, STEPHEN	FIRE LIEUTENANT/EMT	N/A	$70,712.00	$74,712.00
BRANTLEY, MICHAEL	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
COLLINS, II, GERALD	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
DEVINE, MARK	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
FOLKERS, BRANDON	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
LANIGAN, RICHARD	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
MILLER, DRU	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
ROBERTS, STEVEN	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
RUNCK, JAMES	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
STAUSE, GERARD	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
TRAMEL, TIMOTHY*	FIREMEDIC	$65,356.05	$65,356.05	$65,356.05
VAN DEUSEN, EDWARD	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
WASSERMAN, BRETT	FIREMEDIC	$65,356.05	$66,556.05	$66,556.05
BEHLING, RYAN	FIREMEDIC	N/A	$60,462.00	$64,962.00
CAMMARATA, JUSTIN	FIREMEDIC	N/A	$60,462.00	$64,962.00
DOWD, JEREMY	FIREMEDIC	N/A	$60,462.00	$64,962.00
PUTNAL, ERIC	FIREMEDIC	N/A	$60,462.00	$64,962.00
HARTLEY, KYLE	FIREMEDIC	N/A	$50,704.00	$56,704.00
HUNTER, JOSHUA	FIREMEDIC	N/A	$50,704.00	$56,704.00
MEYERS, CHAD	FIREMEDIC	N/A	$45,733.00	$50,233.00
TOMER, MATTHEW	FIREMEDIC	N/A	$45,733.00	$50,233.00
COCHARA, JUSTIN	FIREMEDIC	N/A	$41,733.00	$45,733.00
EATON, TYLER	FIREMEDIC	N/A	$41,733.00	$45,733.00
SPINWEBER, BARRY	FIREMEDIC	N/A	$41,733.00	$45,733.00
CONNER, SEAN	FIREMEDIC	N/A	$37,733.00	$41,733.00
DILMORE, BRANDON	FIREMEDIC	N/A	$37,733.00	$41,733.00
PETITT, MATTHEW	FIREMEDIC	N/A	$37,733.00	$41,733.00
SREMBA, DANIEL	FIREMEDIC	N/A	$37,733.00	$41,733.00

*CURRENTLY ON MILITARY LEAVE- INSURANCE INACTIVATED WHILE ON DEPLOYMENT- WILL MAKE INSURANCE ADJUSTMENT UPON RETURN

EMPLOYEES AT TOP STEP

APPENDIX #2

JOINT APPRENTICESHIP AND TRAINING COMMITTEE (JATC)

PROCEDURES IN THE EVENT A MODULE IS FAILED BY AN APPRENTICE FIREFIGHTER

New employees shall be subject to the Apprenticeship Program and the provisions of the Contract until they successfully complete all the prescribed modules and are graduated from the Program.

If an employee fails any portion of the Apprenticeship Program, the Training Officer, with the assistance of any other supervisory or managerial personnel of his choice, shall immediately provide Oral Counseling. An alternate test on the same material must be passed within thirty (30) calendar days.

If an employee fails the second test of a particular module, or a second test at any point in the Apprenticeship Program, there shall be a meeting of the JATC, and by their unanimous approval a Written Reprimand shall be issued. Another thirty (30) day period will be scheduled for the employee to retake another alternate test.

If an employee fails a third test at any point in the Apprenticeship Program, there shall be a meeting of the JATC, and by their unanimous approval a delay in the next scheduled step increase shall be recommended to the Fire Chief.

Upon failure of a fourth test at any point in the Apprenticeship Program, an employee shall be considered to have failed the Program. The JATC shall meet and, by a unanimous vote, shall recommend to the Fire Chief that the employee be terminated.

_____	_____
Joseph Silva, IAFF Administrative Battalion Chief/EMT Training & Public Education	Gerald Collins, IAFF District Vice-President
_____	_____
James Warman, City of Venice Fire Chief	C. Anthony Fitzgerald, IAFF Lieutenant/EMT
_____	_____
Alan Bullock, City of Venice Director, Administrative Services	Chris C. Ripo, IAFF Firemedic

APPROVED: _____

Edward F. Lavallee, City of Venice
City Manager