

## **IAFF Collective Bargaining Agreement**

**10/01/2018 – 9/30/2021**

### **Summary of Negotiated Changes**

#### **Article 1: Recognition**

- Clean up language – remove Battalion Chief and add exclude all Chief Officers.

#### **Article 6: Wages**

- Remove outdated language throughout Article;
- In Sec 3 - provide a 2% wage increase in FY19 (delayed 9 months – to be effective June 21, 2019); 2% to be provided in the first full pay period in October 2019 and in October 2020;
- Delete Sec 3(d) (re: reopener);
- In Sec 4 – add language regarding rescue assignment pay not counting towards the cap;
- In Sec 5(c) – Expand the list of AS degrees eligible to receive educational incentive pay to match the Bachelor's degree list;
- New: Sec 7 - add language re: pay being corrected in the next pay period.

#### **Article 8: Callback Pay**

- New: Sec 8 - add language re: providing one hour of straight compensatory time for each day a Fire Prevention Officer is assigned on-call.

#### **Article 9: Sick Leave**

- Add language that in instances where a member uses sick leave and goes into an unpaid status, the Fire Chief shall require a doctor note upon the member's return to duty and may issue discipline if the required doctor note is not provided by the following shift.

#### **Article 11: Shift Exchange**

- New Sec: During the probationary period, probationary personnel may only exchange time with other personnel on the same shift;
- Clean up language – Replace Shift Commander with Battalion Chief.

#### **Article 12: Bereavement**

- Add aunts and uncles to the list describing immediate family.

#### **Article 14: Vacation**

- In Sec 3 and 4 – Round up annual vacation hour accruals to nearest full tour of duty for both shift and non-shift employees;
- Add language that all vacation hours must be used in full shift increments;
- In Sec 5 – change payout from 30% to “up to 3 full shifts” for shift employees;
- In Sec 6 – change the dates to reflect 2018-2021.

#### **Article 19: Promotions**

- Add Sec 2(c) – A representative of the Union will be permitted to observe the following steps of the promotional testing process: transfer and distribution of testing materials, examination, challenge review, and grading of the test;
- Add language that assures that all members who have signed up for a promotional test will be provided a hard copy of the Procedures Manual;
- In Section 7(b) – delete the words “have the authority to”.

**Article 20: Safety & Health**

- Clean up outdated language and include language re: “LifeScan” examinations.

**Article 21: Vacancies-Promotions**

- Increase the number of days to fill a budgeted position from 14 to 30 days.

**Article 27: Special Leave**

- Clean up language – Replace references to Sec. 7 with Sec 6.

**Article 28: Pension Plans**

- Pension Restoration for Tier 1 members hired before July 16, 2009 (the 13<sup>th</sup> check benefit will only apply to those in the Reformed Planned Retirement Benefit prior to the ratification of this CBA by both parties);
- New Tier 2 – Those members hired after July 16, 2009 (the combination of Tier 2 and Tier 3):
  - Pensionable Salary includes overtime not to exceed 200 hours annually, payments for workers’ compensation and supplemental injury compensation, expense allowances, cash conversion of holiday time, cash conversion of vacation time, 70% of unused vacation hours (subject of a limitation of the amount of time on the books as of the first collective bargaining agreement entered into after July 1, 2011), and educational incentive payments;
  - A 3.2% benefit accrual rate for all years of service with 80% cap;
  - Best 5 year average final compensation;
  - Will not be allowed to participate in the 13th check;
  - Normal Retirement: the earlier of Age 50 & 10 years of credited service; or the completion of 23 years of credited service, regardless of age;
  - 8 Year Reformed Planned Retirement Benefit (max 33 total years of service); The investment earnings/losses will be compounded monthly to determine the amount of investment earnings/losses to be credited during each year of the planned retirement benefit participation period or reformed planned retirement benefit participation period;
  - Receive 2.5% annual automatic increases beginning 2 years after retirement and every two years after that date;
  - 9.5% of salary contributions instead of 7.5%.
- New benefit: the ability to buy back up to 4 years of credited service for U.S. Military service, other municipality fire service, or a combination of both.

**Article 30: Uniforms and Linens**

- In Sec 1(a) – delete “one short-sleeved uniform shirt” and “one set of rain gear” and delete “100% cotton” from tee shirts;

- In Sec 1(c) - uniform items shall be replaced on an “as needed” basis as determined by the Fire Chief of his designee;
- Delete Sec 2 and replace with “The City shall issue mechanic gloves.

**Article 31: Health Insurance and Wellness**

- Add language regarding the City offering 2 plan options (i.e. OAP and OAPIN); changing the premium cost for OAPIN in calendar year 2019 and 2020, and changing the premium cost for OAP in 2020; and changing the cost of co-pays; and changing plan design;
- Add language re: the City's subsidy of health insurance for retirees. Employees hired prior to the ratification date of this CBA would have retiree health insurance for employee only paid 100% by the City; Employees hired on or after the ratification date of this CBA shall be responsible for the entire cost of the premium upon retirement;
- Clean up outdated language throughout Article.

**Article 32: Disciplinary Action**

- In Sec 2 - replace Shift Commander with Battalion Chief; and change the timeframe to officially charge an employee from 30 days to 45 days;
- In Sec 3 - in regards to suspensions, the option of forfeiting annual leave would be at the City Manager’s discretion.

**Article 34: Emergency Rescue Services/Assignment Pay**

- Clean Up language (old dates...incorporate into language);
- Provide a 2.5% rescue assignment pay for Firefighters and Lieutenants in Year 2 of the CBA and 5% in Year 3.

**Article 36: Expense allowance**

- Clean up old language.

**Article 39: Services to the Union**

- In Sec 1 - add “Except to the extent that any of the following records are available online, the City agrees to furnish via e-mail one copy each to the Union without cost” and add who will provide the records (i.e. City Clerk shall provide the notice of meetings, etc.);
- In Sec 4 - changing the time to request time off using Union Time Pool from 2200 hours (10pm) the night before to 1600 (4PM) hours;
- Modify language to ensure that each member of the bargaining unit receives one 8½ x 11 sized copy of the CBA.

**Article 41: HAZ-MAT Team and Incentive Pay**

- Add Sec 3(e) - Haz-Mat physical.

**Article 43: Time off from Duty**

- In Sec 5 - change Shift Commander to Battalion Chief;
- Provide the ability for an employee to cash out 48 hours of accrued compensatory time one-time per year.

**Article 44: Career Ladder**

- Clean Up language – Sec 1. & Sec 5. (a) to read “Battalion Chief or higher”;

- Offer tuition reimbursement to members who seek to attain the Florida State Certified Fire Safety Inspector I certificate;
- Add language – After exhausting all internal efforts (following a period of 30 days of internal recruitment), the City may hire external personnel as an entry level FPO-I with the intent that such member be limited to work in the capacity with the Fire Prevention Division only;
- In Sec 6(a) – delete 2 year experience as a FPOII as a minimum requirement for a FPOIII.

**Article 45: Light Duty**

- In Sec 1 - add periodical re-evaluations to light duty assignments;
- In Sec 2 - Light Duty personnel shall work an administrative work schedule designated by the Fire Chief (to accommodate any changes in 4/5 day work week);
- In Sec 7 - update language on holiday leave utilization to be based on assigned work schedule;
- Change “normal five day schedule” to “40 hour work week”.

**Article 48: Duration**

- Change language to reflect the dates of the new agreement.

Rules and Regulations: The parties agreed to update several departmental rules and regulations including conduct unbecoming while off duty, notification of any arrests, personal appearance, and contact information.