

RESOLUTION 2022-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE ADOPTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE ORGANIZED FIREFIGHTERS OF FERNANDINA BEACH, LOCAL UNION NO. 2836, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and the Organized Firefighters of Fernandina Beach, Local Union No. 2836, have negotiated a three-year collective bargaining agreement; and

WHEREAS, the Organized Firefighters of Fernandina Beach, Local Union No. 2836, have met and ratified the proposed collective bargaining agreement; and

WHEREAS, the proposed Collective Bargaining Agreement is to be effective October 1, 2021, and will expire September 30, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the three-year Collective Bargaining Agreement with the Organized Firefighters of Fernandina Beach, Local No. 2836, International Association of Firefighters AFL-CIO, attached hereto as Exhibit A, and authorizes payment of the wages and benefits as set forth therein.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute the Collective Bargaining Agreement, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 1st day of February 2022.

CITY OF FERNANDINA BEACH



MICHAEL A. LEDNOVICH
Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

LABOR AGREEMENT

By and Between

The City of Fernandina Beach

and the

**Organized Firefighters
of
Fernandina Beach
Local Union No. 2836**



**International Association of Firefighters
AFL-CIO**

Effective October 1, 2021 – September 30, 2024

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ARTICLE 1 – RECOGNITION

- 1.1 The City of Fernandina Beach, hereinafter referred to as Employer, pursuant to Florida State Statutes, Chapter 447, and in accordance with the Florida Public Employees Relations Commission Unit Certification No. 570, agrees to recognize the Organized Fire Fighters of Fernandina Beach, Local 2836 of the International Association of Fire Fighters hereinafter referred to as the “Union”, as the sole and exclusive Bargaining Agent for all employees of the Fernandina Beach Fire-Rescue Department (Firefighter-EMT, Firefighter-Paramedic, Engineer, Lieutenant, Captain), for the sole purpose of collective bargaining in the determination of wages, hours and terms and conditions of employments of the public employees within the bargaining unit unless and until recognition of such bargaining representatives is withdrawn by a vote of the majority of the employees represented.
- 1.2 Where the word “he” is used in the contract, it shall mean “he” or “she”.
- 1.3 The City Manager or his designees shall be the City’s sole representative for the purposes of collective bargaining with the Union.

The President of LOCAL 2836 and his Designee(s) shall be the sole representative for the purposes of collective bargaining. It is the intent of this section that in no case shall the Union negotiate with no less than two (2) representatives.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract provided no sub-contract shall be approved by the Employer without the Union being provided not less than 120 days’ notice of the Employer’s intent to do so. The City shall bargain concerning the impact of such actions. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force, or any applicable civil or career service regulation or any applicable State or Federal statute regulation, rule or executive order. The Fire Chief shall be fair and impartial in the management of the Fire Department.

With respect to good faith changes in the public employer’s organization, the City may establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, department or division thereof or project. The City may establish, change, or modify duties, tasks, and responsibilities or requirements within job classifications in the interest of efficiency, economy,

technical change or operating requirements. If, at the sole discretion of the City, it is determined that a civil emergency condition exists including but not limited to strikes, work stoppages, riots, civil disorders, hurricane conditions, or similar occurrences, the provisions of the agreement may be suspended by the city manager or designee during the time of the declared emergency, provided that the wage rates, insurance, and pension benefits shall not be suspended.

ARTICLE 3 – DISCRIMINATION

- 3.1 The Parties agree that neither will interfere in any way with the right given by law and/or this agreement to employees to participate in Union activities or not to participate in Union activities as they choose.
- 3.2 Neither the Employer nor the Union shall discriminate against any employee because of age, race, color, creed, religion, sex, national origin, ethnicity, sexual preference, physical disability, or any other characteristic protected by law.

ARTICLE 4 – CHECK-OFF

- 4.1 Upon receipt of a written authorization from an employee covered by this agreement, the Employer agrees to deduct union dues from the pay of employees so authorizing. The Employer will remit to the Union such sums within ten (10) days. Changes in the membership dues or assessment rates will be certified to the Employer in writing over the signature of the authorized Officer or Officers of the Union and shall be furnished to the Employer at least thirty (30) days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after remittance is received of its belief that the remittance is incorrect, with reason(s) stated, therefore.
- 4.2 The Employer reserves the right to make all deductions for Union dues in equal amounts for each pay period.
- 4.3 The Union will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer because of any check-off of Unions dues or assessments.
- 4.4 In accordance with Section 447.303, Florida Statutes, as amended from time to time, an employee may revoke at any time his or her authorization for Union dues or assessments upon thirty (30) days written notification to the Employer and Union.
- 4.5 No deduction for dues or assessments shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues or assessments.

ARTICLE 5 – NO STRIKE

- 5.1 In accordance with the provision of Chapter 447.505 and Chapter 447.507, Florida Statutes, as amended from time to time, the Union agrees that no public employee or employee organization will authorize or participate in any strike, work stoppage, picket, slowdown or any form of interference against the operations of the Employer by instigating or supporting, in any manner, any of the aforesaid. Any violation of this section shall subject the violator to the penalties provided in the appropriate sections of Section 447.507, Florida Statutes.
- 5.2 Any employee participating in or promoting a strike, work stoppage, picket, slowdown or other similar forms of interference with the Employer's operation, shall be subject to disciplinary action, up to and including discharge.
- 5.3 In the event of a strike, work stoppage, picket or slow-down, a responsible representative of the Union will, after notification by the Employer that a strike, work stoppage, picket or slowdown exists, promptly and publicly disavow such strike or similar interference with the operations of the Employer and order the employees back to work and attempt to bring about a prompt resumption of normal operations. The Union will notify the Employer within two (2) workdays after receipt of notice that a strike, work stoppage, picket or slowdown, what action it has taken to comply with the provisions of this Article. Compliance with this section shall not necessarily hold harmless the Union nor shall it prevent employees from being subject to discipline as provided for elsewhere in this Article 5.
- 5.4 Employee organizations, their members, agents, representatives, or any other persons acting on their behalf are hereby prohibited from:
- A. Soliciting public employees during working time.
 - B. Distributing literature during working time in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and other similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour, non-working time, or in such areas not specifically devoted to the performance of the employee's official duties.
 - C. No employee organization shall directly or indirectly pay any fines or penalties assessed individuals pursuant to the provisions of this part.
 - D. The circuit courts of this state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings, if necessary. A public employee who is convicted of a violation of any provisions of this section may be discharged or otherwise disciplined by his public employers, notwithstanding further provisions of law, and notwithstanding further provisions of any collective bargaining agreement.

ARTICLE 6 – REPRESENTATION

- 6.1 The Employer will recognize three (3) shift representatives appointed by the Union who are employees in this bargaining unit.
- 6.2 The Employer will recognize a grievance committee appointed by the Union, which shall consist of not more than five (5) employees and the President of the local Union or his designee.
- 6.3 The Union shall notify the Employer of the names of all Officers, shift representatives, grievance committee persons and alternates, or any changes prior to the effective date of their assuming duties of their respective office.
- 6.4 Active solicitation of any and all kinds by the Union, including the solicitation of grievances, membership, and the collection of union monies shall not be engaged in on the Employer's property in work areas during work time. It is not the intent of the above to restrict or preclude any shift representative from answering legitimate questions from any member of the bargaining unit concerning Union activity.
- 6.5 Whenever a firefighter is subject to an interrogation, such interrogation shall be conducted pursuant to the terms of the Florida Statutes 112.80, also known as the "Firefighter's Bill of Rights."

ARTICLE 7 – UNION BUSINESS

- 7.1 Upon request made in advance, the employer agrees to allow union officers or delegates to attend any union business. The request shall be consistent with normal staffing policies and authorized at the sole discretion of the Fire Chief.

ARTICLE 8 – RULES

- 8.1 All rules, regulations, policies and procedures of the Employer in effect on the effective date of this agreement shall remain in full force and effect if not specifically in conflict with the terms of this agreement. Authority to change, modify or delete rules, regulations, policy or procedures not in conflict with the terms of this agreement rests with the Employer.
- 8.2 The City agrees to keep the Union informed of all rules, regulations, and policy or procedure changes. Changes to existing or establishment of new rules, regulations, or policies shall be a subject of discussion between the Union and the City. The City agrees to meet to discuss the direct/indirect impact of changes to existing rules, regulations, job descriptions, policy and procedures no less than seven (7) days prior to implementation, with the Union President or designee.

- 8.3 As a method of maintaining organizational efficiency and the highest level of effectiveness and readiness, the City agrees to provide in-service training on any changes to Fire or EMS Standard Operating Procedures (SOPs). Additionally, the City agrees to provide in-service training prior to the issuance and in-service implementation of any new equipment or methods.

ARTICLE 9 – DRUG-FREE WORKPLACE

- 9.1 The City and the Union mutually commit to a Drug Free Workplace Policy as established by the City pursuant to Florida Statutes (FS) 440, 112.0455, and Florida Administrative Code (FAC) 59A-24. With this intent, it is mutually agreed that the program is intended for the health and safety of employees and the general public within the City of Fernandina Beach. The parties mutually agree that the City has the authority to test employees covered by this Agreement as outlined in this article. The City and the Union further agree that it is in the best interest of all parties to:

- A. Ensure employees are at a state of readiness while on duty.
- B. Ensure employees are physically and mentally sound to perform their duties.
- C. Promote a drug free workplace within the City through fair and reasonable drug testing methods for the protection of both the Fire Department employees and the City.
- D. Encourage the City to provide employees who have identified an alcohol/drug use problem with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program as stipulated within this agreement.
- E. Provide a balance within the interests of the City, the Firefighters, and the welfare of the general public in the establishment of standards to ensure fair and accurate testing for drugs in the workplace is in the best interests of all.

Employees with questions regarding this policy should contact the Human Resources Director.

9.2 **Definitions**

- A. “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl isopropyl alcohol.
- B. “Alcohol Use” means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- C. “Chain of custody” refers to the methodology of tracking specified materials or substances for maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing specimens, and reporting of test results.
- D. “Collection Site” means a place owned, operated, or contracted by a licensed laboratory or a site prepared by a collector authorized under FS 112.0455 and FAC

- 59A-24, where individuals present themselves for the purpose of providing a specimen or specimens to be analyzed for the presence of drugs or alcohol.
- E. “Confirmation Test” for alcohol testing means a second test, following a screening test, which provides quantitative data of alcohol concentration. For controlled substances testing, a confirmation test means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy. Confirmation Testing all positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration as such technology becomes available in a cost-effective form.
 - F. “Controlled Substance” is a drug with the potential for abuse or a substance having properties of a central nervous stimulant or depressant or a hallucinogen. Any substance named or described in Schedules I-V of Section 893.03; Florida Statutes is a controlled substance.
 - G. “Drug” means alcohol, including distilled spirit, wine, a malt beverage or an intoxicating liquor, an amphetamine, cannabinoid, cocaine, opiates, phencyclidine (PCP), hallucinogens, methaqualone, barbiturates, benzodiazepines, a synthetic narcotic, a designer drug or a metabolite of any of the substances listed in this paragraph.
 - H. “Drug Test” means any chemical, biological, or physical instrumental analysis, administered by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.
 - I. “Employee” means any person employed by the City of Fernandina Beach.
 - J. “Employer” refers to the City of Fernandina Beach.
 - K. “Employee Assistance Program” means an established program for employee assessment, counseling, and possible referral to an alcohol and drug rehabilitation program.
 - L. “Forensic Toxicology Laboratory” or “Laboratory” means a place where examinations are performed on specimens taken from the human body to provide information regarding the presence or absence of drugs or their metabolites for the purpose of promoting a drug free workplace under the provisions of FS 440, FS 112.0455, and 59A-24 FAC.
 - M. “Initial Drug Test” means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in cost-effective form.
 - N. “Medical Review Officer” or “MRO” means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training

- to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- O. "Nonprescription medication" means a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
 - P. "Prescription medication or drug" means any drug or medication legally attainable only by prescription.
 - Q. "Random testing," means a drug test conducted on employees who are selected through the use of a computer-generated random sample of an employer's employees.
 - R. "Refusal to Submit" to a test may include, but is not limited to, the following: the failure to appear for any test within a reasonable time, failure to remain at the testing site until the process is complete, failure to provide a sufficient amount of specimen without adequate medical explanation, failure to permit observation or monitoring when required, providing a negative dilute sample without adequate medical explanation to the MRO, failure to undergo a medical examination as directed by the MRO as part of the verification process, having a verified adulterated or substituted test result as reported by the MRO, or failure to cooperate with any part of the testing procedure.
 - S. "Safety Sensitive" means a position in which drug impairment constitutes an immediate and direct threat to public health or safety.
 - T. "Special Risk" position means a position that is required to be filled by a person who is certified under Chapter 633 or Chapter 943, Florida Statutes.
 - U. "Specimen" means a product of the human body capable of revealing the presence of drugs or their metabolites.
 - V. "Split sample" means a specimen that is divided into two separate containers, for the purpose of using one container for immediate testing and the other being tested at the donor's request if the first sample tested results in a confirmed positive test.

9.3 **Rules of Conduct**

- A. The City of Fernandina Beach strictly prohibits its employees from possessing or being under the influence of alcohol or drugs, other than the proper use of prescription medications or non-prescription medications while on duty or on the City's premises. The City further prohibits its employees from misusing or possessing, distributing, or using drugs or alcohol while off-duty to the extent that such off-duty conduct impacts the employees' effectiveness or ability to perform their job, or to the extent that such off-duty conduct adversely impacts the interests of the City.
- B. The employment of an employee found to be under the influence of drugs, or possessing, manufacturing, using, distributing, buying, selling, trading, or offering for sale drugs or alcohol will face corrective action, up to and including termination of employment.
- C. If the use of prescription medications or non-prescription medications may adversely affect an employee's work performance, the employee should notify the

City. Abuse or misuse of prescription medications or non-prescription medications is prohibited.

- D. No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when using any controlled substance or tests positive for any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely operate a motor vehicle or perform safety sensitive functions.
- E. No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No employee shall use alcohol while performing safety-sensitive functions.

9.4 **Types of Testing**

The City has the authority to require employees to submit to testing for the presence of alcohol and drugs as specifically set forth in this article.

A. Reasonable Suspicion Testing

- 1. “Reasonable suspicion drug testing” means drug testing based on a belief that an employee is using or has used drugs in violation of the employer’s policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Employees may be required to submit to a drug test when there is a reasonable suspicion to believe that the employee is using or has used drugs in violation of the City’s policy. Reasonable suspicion requires an articulable belief by supervisors based upon reasonable inferences drawn from specific facts. Reasonable suspicion drug testing may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, reasonable suspicion may be based upon:
 - a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug; or
 - b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; or
 - c. A report of drug use, provided by a reliable and credible source; or
 - d. Evidence that an individual has tampered with a drug test during his or her employment with the current employer; or
 - e. Information that an employee has caused, contributed to or been involved in an accident while at work; or
 - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer’s premises or while operating the employer’s vehicle, machinery, or equipment.

2. A determination of reasonable suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.
3. The City shall make all reasonable efforts to administer an alcohol test to employees within two (2) hours following the determination of reasonable suspicion and in no event will an alcohol test under this section be conducted beyond eight (8) hours of the determination of the reasonable suspicion. If testing occurs after the employee's shift has ended, the employee will be compensated their regular rate of pay for hours worked. If the alcohol test is not administered within two (2) hours of the above determination, a record stating why the alcohol test was not administered within this time frame must be prepared and maintained.
4. With respect to alcohol or controlled substance reasonable suspicion testing of employees, a written record shall be made of the observations leading to the test, signed by the supervisor who made the observations and a copy provided to the employee and to the Fire Chief prior to the end of the reporting supervisor's shift and shall be kept confidential and retained by the City.
5. Employees may request to have a Union representative present during the testing procedure for reasonable suspicion; provided the test shall not be delayed for more than 60-minutes. It is agreed that the 60-minute waiting period for the arrival of a Union representative shall not be extended or waived.

B. Post-Accident Testing

1. The City may require substance abuse testing for any employee involved in an accident while on duty, whether on or off the City's premises in a City vehicle or while operating City owned or rented equipment in accordance with the City's Vehicle Use Policy, Rev. 11/20/2012 and Personnel Policy Manual, Rev. 10/01/2013.
2. Post-accident drug testing is required for any accidents that have estimated damages of one thousand (\$1,000) or more, or as deemed necessary by supervisor (as defined in this article regarding reasonable suspicion). Drug testing should be performed immediately following the accident and is to be handled by the City's designated drug-testing center. For out-of-town accidents in a city vehicle, immediately notify the Fire Chief who will contact Human Resources for the nearest location to a drug-testing center.
3. All drivers who are subject to post-accident drug testing shall remain readily available for such testing unless unable to do so due to emergent need for medical care. Medical care should not be delayed for any persons involved in

an accident. The driver shall not be prohibited from leaving the scene of an accident in order to obtain or provide medical care.

C. Random Testing

1. The number of employees randomly selected for drug and alcohol testing during a twelve (12) month calendar year shall not be greater than 50% of the total number of employees subject to testing. Random testing will occur while the employee is on-duty. Employees will be subject to drug testing on a purely random basis. An approved third-party random selection computer program shall make the random selections. If random selection occurs while the employee is off duty, the employee shall be tested on the employee's next scheduled shift worked.

D. Return to Duty Testing

1. Any covered employee who has engaged in conduct prohibited by this policy, and who has not been terminated from employment, shall, before returning to duty, successfully pass a return to duty drug test. The results for any return to duty alcohol test must be less than .02 for the employee to resume employment and a result of 0.00 to return to safety-sensitive functions, and the results of a return to duty controlled substance test must be negative in order to resume employment.

E. Follow-up Testing

1. If the City, in its sole discretion, determines that an employee who has submitted a confirmed positive test result, should not be terminated, the employee may be granted a one-time leave of absence without pay and be required to enroll in and successfully complete a drug and/or alcohol rehabilitation program at his or her own expense, as a condition of returning to work (if a position is available).
2. If an employee, during the course of his or her employment, receives a mandatory referral to an employee assistance program for drug related problems, or a drug rehabilitation program, upon successful completion of the program, the employee may be required to submit to follow-up drug tests on an unannounced and random basis at least once a year for a two (2) year period after completion of the program.
3. The City in no way guarantees that any employee, upon returning from the successful completion of a drug/alcohol rehabilitation program, either mandated or conditional for maintaining employment, shall have any employment position provided to him/her, or in the event that an employment position is available, that such position will be the same or equivalent to the position previously held by the employee or that the rate of pay for the position

will be equal to that previously received by the employee. The provisions of this section shall not apply to an employee who voluntarily seeks rehabilitation.

9.5 **Rehabilitation**

- A. An employee who voluntarily comes forth and requests assistance will be encouraged to obtain assistance through the City's Employee Assistance Program (EAP). The City will make reasonable efforts to assist and encourage the employee to complete any necessary rehabilitation program.
- B. An employee, not currently under a mandated drug and/or alcohol rehabilitation program, may voluntarily enter such a program without disciplinary action being taken against him or her. Any information concerning the participation in a rehabilitation program shall remain absolutely confidential.
- C. The employee will not be permitted to return to duty until they have been evaluated by a drug and/or alcohol rehabilitation program AND passed a return to duty test AND agreed to the drug and/or alcohol rehabilitation program's recommendation for treatment.
- D. An employee who voluntarily participates in a drug or an alcohol rehabilitation program may be placed on light duty, or use sick leave, annual leave, or able to utilize swap time while undergoing rehabilitation. The use of leave time shall be subject to the approval of the Fire Chief, or designee. The placement of an employee on light duty shall be subject to the approval of the Fire Chief, or designee.
- E. The City may provide the opportunity for employees to enter a City approved/sponsored rehabilitation program. The parties agree that the City has the sole authority to determine whether to maintain and/or continue any City approved/sponsored rehabilitation program and that any approval for an employee to enter any rehabilitation program may be limited by the City to one opportunity during an employee's employment. Every employee shall be allowed a one-time opportunity to voluntarily enter a City approved/sponsored rehabilitation program during the course of his/her employment. Assuming that the employee is not under administrative or criminal investigation or arrest for an alcohol or drug related matter, no disciplinary action is pending, and that no accident, injury, reasonable suspicion testing, or random drug testing has been requested of the employee prior to the time of such request. The City and Union encourage employees to volunteer in seeking assistance by way of professional counseling.
- F. If an employee enters a City approved/sponsored rehabilitation program, then, upon successful completion of rehabilitation (as determined by a City designated physician), the employee shall be returned to his regular duty assignment or the equivalent thereof. If follow up care is prescribed after treatment, such shall be imposed by the City as a condition of continued employment.

G. Immediately upon an employee's discharge from a rehabilitation program, the employee will provide the City with documentation of the follow up care requirements as well as permission for the City to ascertain whether the employee has been and/or is abiding by the program requirements. Moreover, the parties agree that entry into such a rehabilitation program shall be deemed to constitute reasonable suspicion, the employee may be subject to random testing procedures, as required by management, for a period not to exceed twenty-four (24) months from the date that the employee is released from treatment.

9.6 Consequences for Violation of Policy

A. Refusal to Submit to a Drug Test

If an employee who is injured during the course and scope of his employment refuses to submit to testing, under section 9.4 of this policy, the employee automatically forfeits any medical and indemnity benefits they would have otherwise been eligible for under Florida's Workers' Compensation Statute. An employee, who refuses to comply with a legitimate order for testing, provides false information in connection with a test, or who attempts to falsify test results through tempering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment. Individuals who refuse to submit to testing will be asked to sign a Refusal to Submit Form.

B. Confirmed Positive Drug Test

1. An employee who submits a confirmed positive drug test result will be removed from safety sensitive duties and may be disciplined, up to and including discharge at the sole discretion of the City. If the City, in its sole discretion, does not discharge the employee, the employee will be required to enroll in and complete an approved drug and/or alcohol rehabilitation program as a condition of returning to work. The employee will also be subject to return to duty and follow up testing as set forth in this policy.
2. An employee, who submits an alcohol test result of .04 or higher, is considered to have submitted a positive test result. Employees with an alcohol test result of 0.04 or higher must be removed from performing safety-sensitive functions. The following are thresholds for alcohol testing along with the minimum mandatory employment action to be taken:
 - a. BAC level .002% - .019% - Employees testing this level shall be removed from safety sensitive functions and placed on light duty until such time a return-to-duty breath alcohol test confirms level of .000%.
 - b. BAC level .020% - .039% - In addition to restrictions in paragraph "a." above, the employee will be placed on sick leave for the remainder of

the shift. Return to full duty will be governed by a breath alcohol test that confirms a level of .000%.

- c. BAC level .040% and higher – This is considered a POSITIVE TEST RESULT. An employee testing at or above this level shall immediately be removed from duty, placed on leave without pay status, and may be discharged from City employment.

9.7 **Drugs to Be Tested**

ALCOHOL: (including a distilled spirit, wine, a malt beverage or an intoxicating liquor)

AMPHETAMINES: (Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Lonamine, Fastin)

BARBITURATES: (Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phreninlin, Triad, etc.)

BENZODIAZEPINES: (Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax)

CANNABINOID: (Marijuana, THC, Pot)

COCAINE

METHADONE

METHAQUALONE

OPIATES: (Paregoric, Parepectolin, Donnigel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tuss-Organidin, etc.)

PHENCYCLIDINE (PCP)

PROPOXYPHENE: (Darvocet, Darvon N, Dolene, etc.)

9.8 **Common Medications That May Alter or Affect a Drug Test**

- A. The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, employees must use extreme caution when using any non-prescription and prescription medication that carries a warning label which indicates the potential for impairment of mental functioning, motor skills, or judgment. Employees shall notify their supervisor when under such medication and of any impairments which might occur from taking such medication to performing work-related duties. The supervisor shall determine if non-safety sensitive Fire/EMS related duties can be performed, if available, or whether leave must be taken by the employee in accordance with Fire Department policy.
- B. The following list includes the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test:

ALCOHOL: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: Obetrol, Biphedamine, Desoxyn, Dexedrine, Diddrex, Lonamine, Fastin

BARBITURATES: Phenobarbital, Tuinal, Amytal, Nambutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPHINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax

CANNABINOID: Marijuana, THC, Pot

COCAINE: Cocaine HCl topical solution (Roxanne)

METHADONE: Dolphine.

METHAQUALONE: Not legal by prescription.

OPIATES: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.

PHENCYCLIDINE: Not legal by prescription.

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

*Due to the large number of obscure brand names and constant marketing of new products, this list is **not intended to be all-inclusive**.*

9.9 Specimen Collection and Testing Procedures

- A. The City is committed to following strict specimen collection and laboratory testing procedures to ensure the quality, integrity and authenticity of the specimen. In addition, the City shall ensure that the vendor selected to conduct its drug/alcohol testing shall meet all equipment, chain of custody, and personnel requirements as established by Department of Transportation regulations, 49 CFR 40, FS 112.0455, and 59A-24 FAC; as amended and is licensed by the Agency For Health Care Administration (ACHA). Employees have a right to consult with the MRO for technical information regarding prescription and nonprescription medications. Further, employees will be allowed to confidentially report the use of prescription or nonprescription medications to the MRO on forms provided.
- B. Collection site security and specimen collection are the responsibility of the collection site and its personnel. The City assumes no responsibility for specimen collection or transmittal errors incurred by the collection site, the laboratory, or their respective staffs.
- C. Whenever an employee is required to provide urine specimens for drug testing procedures, the employee shall be required to provide one (1) specimen large

enough to produce two (2) separate samples at the time of collection to facilitate a later split specimen as may be requested.

1. Initial Test - The initial test screen for all drugs shall use an immunoassay methodology or equivalent, or a more accurate scientifically method approved by (ACHA) the initial test for alcohol shall be Alcohol breath testing methodology in compliance with 49 CFR 40. The following threshold cut off levels as established by FAC 59A-24 shall be used when initially screening specimens to determine whether they are positive or negative for drugs or metabolites specifically listed below. All levels on the initially screened urine specimens, and Breath Alcohol testing which meet or exceed the following shall be reported as positive for initial testing:

a. Alcohol	0.04% BAC
b. Amphetamines	1000 ng/ml
c. Barbiturates	300 ng/ml
d. Benzodiazepines	300 ng/ml
e. Cannabinoids	50 ng/ml
f. Cocaine	300 ng/ml
g. Methadone	300 ng/ml
h. Methaqualone	300 ng/ml
i. Opiates	2000 ng/ml
j. Phencyclidine	25 ng/ml
k. Propoxyphene	300 ng/ml

2. Confirmation Test - All specimens identified as positive on the initial test shall be confirmed using mass spectrometry/mass spectrometry (MS/MS) or gas chromatography/ mass spectrometry (GC/MS) except that alcohol will be confirmed using Alcohol breath testing methodology in compliance with 49 CFR 40. All confirmations shall be done by quantitative analysis. The following threshold cut off levels as established by FAC 59A-24 and 49 CFR 40 shall be used when analyzing specimens to determine whether they are positive or negative for drugs or metabolites specifically listed below. All levels on the confirmation test screened urine specimens, and Breath Alcohol testing which meet or exceed the following shall be reported as positive:

a. Alcohol	0.04% BAC
b. Amphetamines	500 ng/ml
c. Barbiturates	150 ng/ml
d. Benzodiazepines	150 ng/ml
e. Cannabinoids	15 ng/ml
f. Cocaine	150 ng/ml
g. Methadone	150 ng/ml
h. Methaqualone	150 ng/ml
i. Opiates	2000 ng/ml
j. Phencyclidine	25 ng/ml

k. Propoxyphene 150 ng/ml

3. Drug testing laboratories shall retain and store all confirmed specimens pursuant to FS 112.0455 and its attendant rules established in FAC 59A-24. The assigned laboratory shall be required to maintain any specimens under legal or administrative challenge for an indefinite period until the challenge is resolved. All positive urine specimens shall be held by the testing laboratory for a minimum of 210 days as required by FAC 59A-24.

9.10 Challenges to Test Results

- A. An employee may challenge a positive test result through an administrative challenge or resort to an applicable court. When an employee undertakes a challenge to the results of a test it shall be the employee's responsibility to notify the laboratory, and the sample shall be retained by the laboratory until the case is resolved. Employees are responsible for notifying the laboratory of any administrative or civil action brought pursuant to Florida's Workers' Compensation Act.
- B. Within five (5) working days after receiving notice of a positive confirmed test result, an employee may contest or explain the result to the MRO. If the employee's explanation or challenge is unsatisfactory to the MRO, the MRO shall report a positive test result back to the City.
- C. Within five (5) working days after receipt of a positive confirmed test result from the MRO, the City shall inform the employee in writing of such positive test result, the consequences of such results, and the options available to the employee. Within five (5) working days after receiving notice of a positive confirmed test result, the employee may submit information to the City explaining or contesting the test result and explaining why the result does not constitute a violation of the employer's policy. If the employee's explanation or challenge is unsatisfactory, the City will provide the employee with a written response, along with the report of the positive result. All such documentation will be kept confidential. The City shall not request, nor shall the employee be compelled to provide any medical information nor information pertaining to prescribed medication that has already been provided to the MRO, which would otherwise be considered "Protected Health Information" under the HIPAA law. Such information may only be disclosed to the MRO.
- D. If an employee who is tested for drugs under this policy is notified of a confirmed positive drug test result, he or she shall have seventy-two (72) hours in which to request a split specimen test. If the employee makes a timely request, the MRO shall, in writing, direct the laboratory to provide the split specimen to another certified laboratory for analysis. The cost of this additional laboratory analysis will be borne by the employee. If the analysis of the split specimen fails to reconfirm the presence of the drugs or drug metabolites found in the primary specimen, the MRO shall cancel the test and report the cancellation and the reasons for it to the

City and to the employee. If the analysis of the split specimen is reconfirmed by the second laboratory for the presence of the drug(s) or drug metabolites, the MRO shall notify the City and the employee of the results of the test. If an employee does not contact the MRO within seventy-two (72) hours, as provided above, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that the reanalysis of the primary specimen or analysis of the split specimen, as applicable, be performed. When the City uses the split sample method of collection is utilized, the employee may not request a reanalysis of the primary specimen.

9.11 Confidentiality/Employee Safeguards

- A. All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced will be treated in a confidential manner unless otherwise required by law.
 - 1. Documents and records with regard to the drug testing and/or under reasonable drug testing of an employee shall not be placed into the personnel file, open to the public, if the employee is cleared through an administrative, legal challenge, grievance, or if the employee's tests results are negative.
 - 2. Nothing in this article shall be construed to eliminate or diminish any rights provided to employees not specifically mentioned in this article that the employee may be entitled to under local, state or federal statutes.
 - 3. This article is in no way intended to diminish, waive, or supersede any rights provided to employees under a collective bargaining agreement. The employee has a right to challenge the results and/or methods of any drug or alcohol tests and any discipline imposed due to the provisions of this policy in the same manner that any other employer related action can be grieved under the terms of the collective bargaining agreement.

9.12 Right to Search

The City has the right to search lockers, handbags, lunch boxes, workspaces, City vehicles or other containers on City premises in the furtherance of this policy and as permitted by applicable law. Failure to cooperate with such a search is grounds for discipline, up to and including discharge.

9.13 Commitment to Educating the Workforce Regarding Substance Abuse

The following list contains a sampling of the names, addresses and telephone numbers of employee assistance programs and local drug rehabilitation programs available near our community:

Horizon Health Employee Assistance Program (EAP)

Phone: (800) 955-6422

Or

Starting Point Behavioral Healthcare

(904) 225-8280

463142 State Road 200

Yulee, FL 32097

9.14 **Education and Training**

The City believes that education and understanding can be powerful weapons in the fight against drugs.

- A. Within one (1) year of the ratification of this agreement, the City agrees to provide training to all supervisors within the Fire Department who may be involved in determining the basis for “Reasonable Suspicion” as defined within this agreement. The training shall include all Officers and Management.
- B. The training at a minimum shall include methods for detecting reduced job performance, impairment or change in employee behavior, techniques for recognizing drugs, drug paraphernalia, the indications of the use, sale, or possession of drugs and alcohol. Additionally, the training shall include specific procedures to be followed for an employee EAP referral. The Union Executive Board shall be allowed to be part of this training program at no cost to the Union.
- C. It is agreed that the lack of such training shall not diminish the validity of any “Reasonable Suspicion” determination provided that such training is completed within one (1) year of ratification of this agreement.

ARTICLE 10 – BULLETIN BOARDS

- 10.1 The Employer shall provide the Union with suitable bulletin boards and the Union agrees that it shall use the bulletin boards only for Union business. Such notices shall not be of a controversial or political nature, such as taking sides on issues or supporting a particular candidate for public office.
- 10.2 Copies of all materials or notices posted shall be submitted to the Employer prior to its posting.

ARTICLE 11 – HOURS OF WORK, OVERTIME, AND OFF-DUTY DETAILS

11.1 The normal work cycle shall be twenty-eight (28) days. The normal workday shall consist of twenty-four (24) hours or one (1) shift. The normal schedule shall be twenty-four (24) hours on and forty-eight (48) hours off. The average work week is fifty-six (56) hours.

11.2 The normal work schedule for shift firefighter personnel is from 8:00 a.m. to 8:00 a.m. Time worked will be rounded to the nearest tenth of an hour.

No overtime will be worked without the approval of the Fire Chief or his designee. In the event overtime is needed on shift and during the attempt to fill the overtime slot the on-duty employee holding said slot will not be released from duty until relief is obtained. New employees on probation will not be used to fill an overtime slot until successful completion of three (3) months of continuous service. If in the interest of public safety or operational need the Fire Chief shall have the authority to fill the position with a probationary employee.

11.3 In compliance with the Fair Labor Standards Act and amendments, overtime will be paid at time and one-half (1½) rate for hours worked above two hundred twelve (212) hours in the work cycle. Vacation and Sick Leave shall not count as hours worked for purposes of calculating overtime.

11.4 It is understood that no employee is relieved of his/her obligation to work overtime. In any given situation overtime may be required by management. If in a given situation, the overtime list is exhausted without filling a required assignment(s), the Fire Chief or his designee will fill that assignment(s) with an on-duty employee with the same job title or an on-duty “step-up” employee. An employee shall not “step up” more than one (1) position above their current rank. If in the interest of public safety or operational need the Fire Chief shall have the authority to fill the position. There shall be a minimum of one (1) badged company officer and one (1) badged engineer on duty at all times.

11.5 An employee who is on sick leave, workers’ compensation, leave of absence, is serving a disciplinary suspension or has worked more than forty-eight (48) consecutive hours shall not be called back for the overtime position. Any firefighter who has worked more than forty-eight (48) consecutive hours shall be relieved from his/her position unless in the opinion of the Fire Chief or his designee public safety or operational needs will be compromised.

11.6 Personnel called for overtime or re-called for emergencies shall report to their destination with all required uniforms, protective clothing, and personal items appropriate for their assignment.

- 11.7 Re-call - If an employee is called from off duty, then that employee will be paid at one and one-half (1½) time his normal rate of pay and a minimum of three (3) hours pay will be guaranteed.

In the event that the re-call time exceeds three (3) hours, the remaining hours will be subject to FLSA requirements for purposes of calculating overtime.

When an employee is re-called or reports to the fire station for an overtime assignment and the overtime has been canceled without notification to the employee, he/she shall be paid for three (3) hours at time and one-half (1 ½) their normal rate of pay for reporting to work as assigned. The employee will not be required to stay for the three (3) hour overtime.

- 11.8 Emergency standby is made by order of the Fire Chief or designee and is defined when an employee is officially notified by a supervisor or designee, they must be ready to be called to work in an urgent situation during their off-duty time. The employee will then be required to remain available via telephone and be available to report to duty within one (1) hour when notified. If an employee has not been contacted within six (6) hours after being placed on emergency standby, that employee will no longer be obligated to be prepared to report for duty.

For each hour an employee is in an emergency standby status they will be compensated at the rate of one half (½) of their normal rate of pay.

Once an employee on an emergency standby status is contacted and ordered to report for duty, that employee will be considered in a Call Back status and compensated at a rate of time and one half (1 ½) from that point forward and for each hour worked.

- 11.9 Off Duty Details – The Fire Chief, or his designee, shall have the sole authority in administering the City’s Fire Department off-duty detail program. This authority shall include but not be limited to complying with the specific FLSA guidelines for off-duty details, determining rates of pay (to be paid by recipient of said services), deduction of administrative costs, and scheduling. The parties recognize that special details are a form of outside contractual employment with individuals operating under the licensure and protocols of the Department.

- 11.10 Comp Time - An employee may elect to take compensatory leave time in lieu of pay, if mutually agreed upon by the employee and the Fire Chief or his designee, up to a maximum accumulation of one hundred forty-four (144) hours. All hours in excess of the maximum shall be in the form of pay. An employee wishing to take compensatory leave time shall submit a written request at least twelve (12) hours in advance of the requested leave. Approval or denial of the request will be made by the Fire Chief or designee based on the operational or fiscal impact of the request. The twelve (12) hour notification requirement may be waived, circumstances permitting, at the discretion of the Fire Chief or designee. An

employee separating from the Department on a voluntary or involuntary basis shall receive lump sum payment for accumulated compensatory time. An employee shall be allowed to sell back compensatory time at the employee's regular hourly rate of pay each year, to be paid the first pay period in November.

- 11.11 For purposes of this article, compensatory time shall be defined as the period of time which is earned by the employee for hours worked in excess of the employee's normally scheduled work period, it shall be accumulated at a rate of one and one-half (1 ½) in lieu of monetary overtime compensation.
- 11.12 Employees covered by this agreement who are required to accept the responsibilities and carry out the duties of a position or rank above that which he/she normally holds for period of eight (8) consecutively scheduled hours shall move up to the grade of the position in which he/she is working and maintain their step level while performing the job. Rate of pay shall be at the rate of ten percent (10%) over current hourly rate for working in a higher class.

ARTICLE 12 – SENIORITY

- 12.1 For the purpose of this Agreement, there shall be two (2) types of seniority which are listed below:
- A. Fire-Rescue Department Seniority which is defined as length of service with the City of Fernandina Beach within the Fire-Rescue Department covered by this Agreement.
 - B. City Seniority which is defined as an employee's continuous length of service with the Employer, commencing with his last date of hire. When more than one (1) employee is hired on the same day, City Seniority and/or Fire Department Seniority will be assigned in alphabetical order of names – surname first.
 - C. To be considered for promotion to the rank of Lead Paramedic, Engineer, Lieutenant or Captain, the employee must have continuous service with the Fire Department in accordance with Article 13.
- 12.2 All new employees shall be classified as probationary employees during the first three hundred sixty-five (365) calendar days of their employment pending performance evaluation(s) as outlined in the Fire Department Rules and Regulations, and in the opinion of the Fire Chief, the probationary period may be extended for another ninety (90) calendar days if the probationary employee is not performing according to requirements. An employee terminated during his/her probationary period does not have the right to grieve the termination under the Grievance Procedure Article 26. Upon completion of probation, the employee's seniority date will commence as of his first day of hire and reporting for work. While on probation the employee shall have no seniority rights and his retention is

entirely within the discretion of the Employer, provided no such employee shall be discharged because of his membership or activities in the Union.

12.3 An employee's continuous service with the Employer shall be considered as having been broken if the employee:

A. Quits

B. Is discharged for just cause.

C. Fails to return from an authorized leave of absence or fails to return from family medical leave under Family Medical Leave Act.

D. Is absent due to a lay-off for more than one (1) year.

E. Is retired.

12.4 In the event of a layoff for any reason excluding termination for cause, employees shall be laid off in inverse order of their Fire Department seniority. Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a regular appointment shall be given the opportunity to displace a less senior employee in the lower-level classification. An employee may not "down bump" another employee unless he has performed the lower-level classification as a regular employee in said classification based on evidence in his personnel records.

A. A laid off employee shall be given preference with respect to any employment vacancy existing at the time layoff or for a period of twelve (12) months providing qualifications for the position are met and subject to the employee's ability to perform the duties of the available vacancy. Fire Department seniority shall have preference over City seniority when filling such vacancy.

B. Thirty (30) days' notice will be given to the Union before any Fire Department employees are to be laid off per conditions set forth in this section.

12.5 Notice of recall for a laid off position(s) shall be sent to the Union President and to the laid off employee's last known address by certified mail. The employee must, within ten (10) business days of the certified date, signify his intention of returning to work or employee's seniority shall be forfeited.

12.6 When a classification is abolished due to economic reasons, or the number of employees is reduced within a department, the employee with the greatest amount of Fire Department seniority shall have the right to be placed in any position at his level or lower than his level within that department if such position exists. If an

employee is placed into the same level or lower, said employee shall be required to be fully qualified as described in the job description for said position.

ARTICLE 13 – VACANCIES AND PROMOTIONS

13.1 Once the decision is made to fill the vacancies or new positions, the Employer shall post a notice of vacancies or new positions created within five (5) working days following the occurrence of the vacancy or new position created. Employees shall be given fourteen (14) calendar days in which to make application to fill the vacancy or to fill the new position created, and a sixty (60) calendar day notice of the testing date. The application period and test notification period will run concurrently.

13.2 The minimum eligibility requirements for promotion are as follows:

A. Lead Paramedic

1. Minimum of two (2) years continuous service with the department
2. Florida Certification as a Paramedic
3. Meets Expectations rating on most recent evaluation
4. American Heart Association BLS Provider Certification
5. American Heart Association ACLS Certification
6. American Heart Association PALS Certification
7. Tactical Casualty Combat Care (TCCC or Equivalent)
8. ICS 100, 200, 700 and 800
9. No written corrective action for one (1) year prior to application

B. Driver/Engineer

1. Minimum of three (3) years continuous service with the department
2. Florida Certified Pump Operator
3. Florida Certified EMT or Paramedic
4. Aerial Ladder Operations Course Certification
5. Satisfactory evaluation rating on most recent merit evaluation
6. No written corrective action for one (1) year prior to application

C. Lieutenant

1. Minimum of five (5) years continuous service with the department
2. Minimum of two (2) years as an Engineer with Fernandina Beach Fire-Rescue
3. Florida Certified Fire Officer 1
4. Florida Certified Paramedic
5. Satisfactory evaluation rating on most recent merit evaluation
6. No written corrective action for one (1) year prior to application

D. Captain

1. Minimum of seven (7) years continuous service with the department
2. Minimum of two (2) years as a Lieutenant with Fernandina Beach Fire-Rescue
3. Florida Certified Fire Officer 2
4. Florida Certified Paramedic
5. Satisfactory evaluation rating on most recent merit evaluation
6. No written corrective action for one (1) year prior to application
7. Any two of the following:
 - a) Florida Certified Fire Safety Inspector
 - b) Florida Certified Fire Service Instructor
 - c) Florida Certified Fire Investigator
 - d) Degree in Fire Science or Emergency Medical Services or related field

E. Job descriptions for those positions shall reflect the above requirements.

13.4 Promotion and Original Appointed List:

The City and the Union shall, mutually agree upon a promotional evaluation process, with the intent of using unbiased, objective outside sources. The agreed upon process may include but not limited to testing, practical skill evaluation, and an oral interview board (see Appendix D). The Union and Management can mutually agree to change the appendix with advance notice. Scoring for the promotional process may carry the weight of each of the above areas as well as points given based on seniority. Points for scoring of the promotional exam will be based on the following formula:

- a. Length of Service: 0.25 points per year up to 5 years, then 1 point per year up to the maximum of 10 points total. Length of service shall be prorated into quarters (1/4) for actual time of service. (i.e., 6.5 years = 2.75 added points. 5 years = 1.25 points + 1 year = 1 point + .5 year = .5 points)
- b. Written examination: A final grade of seventy percent (70%) or better shall be considered passing. All length of service points and veterans' preference points, as applicable, will then be added. In the event of identical grades on promotional eligibility lists, the following tiebreaker will be used to determine final promotional eligibility standing:
 1. The first tiebreaker shall be highest raw score achieved.
 2. The second tiebreaker shall be time in rank.
 3. In the event a tie still exists after raw score and time in rank, the tie shall be broken by date of hire, by the order of hire on that date.
- c. All applicants will be notified of their final score and their relative standing. The period of eligibility of the promotional list shall be for one year from the date of final placement on promotional list.

All employees hired after the ratification of this agreement will be required to possess and maintain a Florida paramedic license for the purpose of promotions. All current employees hired prior to October 1, 2000, shall be exempt of this requirement.

- 13.5 Disqualification of Applicant: The Fire Chief may reject the application of any person for promotion, or opt not to certify the name of an eligible candidate for appointment, if in his opinion it is found:
- A. That the applicant fails to meet the established qualification/requirements for the position by the date of testing. This is not intended to exclude a bargaining unit employee from applying before requirements are met.
 - B. That the applicant did not sign the posting before the closing date as specified in the posting announcement.
 - C. That the applicant has made a false statement as to any material fact, has practiced or attempted to practice deception or fraud in securing eligibility for promotion.
- 13.6 Probationary Period: Any employee covered by this agreement who has been promoted to Lead Paramedic, Driver/Engineer, Lieutenant, or Captain shall serve a probationary period no longer than six (6) months. However, the Fire Chief will evaluate said employee after ninety (90) days to identify any area of difficulty. The said employee will then be given three (3) months to correct the areas of difficulties that were identified.
- 13.7 When the Employer intends to discontinue any job in the bargaining unit, the Union will be advised thirty days prior to any such job elimination.

ARTICLE 14 – HOLIDAYS

- 14.1 The following holidays will be observed:
- A. New Year's Day
 - B. Martin Luther King, Jr.'s Birthday
 - C. Good Friday
 - D. Memorial Day
 - E. Independence Day
 - F. Juneteenth
 - G. Labor Day
 - H. Thanksgiving Day
 - I. Day after Thanksgiving Day
 - J. Christmas Eve

- K. Christmas Day
- L. Veterans Day

The City agrees to recognize October 8th of each year as National Fallen Firefighters Memorial Day. In lieu of monetary compensation, employees covered by this agreement will be credited a compensatory holiday for the number of hours they work as part of their regular shift schedule. This compensatory holiday must be utilized between October 8th and March 1st, with no provisions for carry over. This compensatory holiday will not be extended to employees who are not scheduled to work on October 8th.

- 14.2 For the holidays set forth in Section 14.1, employees shall receive holiday pay as outlined in Paragraph 14.3 and 14.4.
- 14.3 All Fire Department employees covered by the terms of this agreement shall be paid at their regular rate for a period not to exceed twelve (12) hours. Vacation earned in lieu of holiday pay may be granted in the same amount, if mutually agreed upon by the employee and the Fire Chief. Said time does not count as hours worked for the purpose of calculating overtime.
- 14.4 All Fire Department employees covered by the terms of this Agreement who work on the day of an aforementioned holiday shall be paid at a rate of one-and-a-half times the regular pay rate for a period not to exceed twelve (12) hours. Compensatory time in lieu of holiday overtime pay may be granted in the same amount, if mutually agreed upon by the employee and the Fire Chief. EXCEPTION: all Fire Department employees covered by the terms of this Agreement who work on Christmas Day shall be paid at a rate of two times the regular pay rate for a period not to exceed twelve (12) hours. Compensatory time in lieu of holiday pay may be granted in the same amount, if mutually agreed upon by the employee and the Fire Chief.

ARTICLE 15 – VACATIONS

- 15.1 Employees may carry vacation leave forward from one benefit year (the benefit year begins with the employee’s anniversary date) to another benefit year not to exceed the vacation leave benefit to which entitled for new benefit year, plus 120 hours, according to the following schedule:

Years of Service	Vacation Leave Earned (Shifts)	Vacation Leave Earned (Hours)	Maximum Vacation Leave Carry-over Allowed
Less than 1 year	6	144	264
1 – 7 years	8	192	312
8 – 14 years	10	240	360
15 – 19 years	12	288	408
20 years and above	13	312	432

The union agrees to be in compliance with maximum vacation accrual limits. It is the responsibility of the employee to ensure any excessive accrued vacation leave is used prior to his/her anniversary date. The maximum carryover cannot be exceeded unless extenuating circumstances exist that are approved by the Fire Chief and City Manager. Accrued vacation leave in excess of the maximum allowable as outlined in the table above that has not been approved by the Fire Chief and City Manager shall be forfeited.

- 15.2 Pay for all vacations shall be based on the rate of pay of the employee at the time vacation is taken, computed on his or her regularly scheduled work week.
- 15.3 The Fire Chief shall make every effort to ensure that earned vacation leave is used on a yearly basis in order to provide employees with vacation and proper rest and relaxation. However, employees may, at their option, accrue vacation leave to equal the “maximum vacation leave carryover allowed” as described in the table under article 15.1.
- 15.4 In the month of December the shift Captain will conduct a seniority-based vacation draft from January 1st thru December 31st whereas employees will be allowed to schedule up to the maximum days that the employee accrues based on their years of service in Article 15.1. The City agrees that during this annual draft that two (2) vacation slots shall be made available.
- 15.5 There will also be control measures in place restricting vacation selections to ensure the operational efficiency of the Fire-Rescue Department. These control measures are as follows; 1) only one company officer will be allowed to be on vacation at any time. 2) Only one Engineer will be allowed to be on vacation at any time. 3) The number of Paramedics allowed to be on vacation at any time will not exceed the number required to continue to provide the level of service that the Fire-Rescue Department normally would be providing. Under extreme circumstances exceptions to these measures can be considered by the Fire Chief on a case-by-case basis.
- 15.6 The Fire Chief will make two (2) slots of leave available per shift based on the following guidelines:
 - A. One (1) slot of leave per shift will be available for vacation, personal leave, or compensatory time as long as the leave was requested no less than twelve (12) hours prior to the date requested. One (1) slot of leave shall be designated for school or training.
 - B. Employees signing up for schools or training must sign up for the second slot per shift at least thirty (30) days in advance. Any second slot per shift not taken for school or training will be available, at the sole discretion of the Fire Chief or appropriate designee if manning dictates, for vacation, personal leave, or

compensatory time scheduling during thirty (30) days prior to the date the leave is being requested. The additional slot may be frozen for a period not to exceed forty-five (45) days if manning falls below the approved staffing positions.

- C. If two (2) employees submit request for leave for the same day at the same time, the employee with seniority shall have priority.
- 15.7 Absence on the account of sickness in excess of sick leave accrual may, at the request of the employee and with the approval of the Employer, be charged against vacation leave allowance.
- 15.8 An employee who leaves the service of the Employer for any reason shall be paid for unused earned vacation up to their maximum accrued hours. The employee may be paid for unused accrued vacation leave up to their maximum accrued hours upon entering the Deferred Retirement Option Plan (DROP). However, if the maximum accrued leave has been paid to the employee upon entering the DROP, the employee shall not be paid for any additional accrued vacation leave when he/she leaves the service of the City. Employee agrees to provide reasonable notice of his/her intended resignation.
- 15.9 Vacation leave may be used as it is accrued from the date of hire, subject to other provisions of this article.
- 15.10 Normal vacation shall be from 08:00a.m. to 08:00a.m. Vacation may be broken into twelve (12) hour periods (8:00 AM – 8:00 PM or 8:00 PM – 8:00 AM).

ARTICLE 16 – SICK LEAVE

- 16.1 For every fifty-six (56) regular hours worked, an employee will be credited with 3.0 hours sick leave. This accrual shall be credited at the rate of six (6) hours per bi-weekly pay period. Employees will be allowed to use sick leave as accumulated.
- 16.2 Sick leave may accumulate up to two thousand, one hundred eighty-four (2,184) hours for sick leave use and not for sell back benefits.
- 16.3 Sick leave may be used up to seventy-two (72) hours for an illness to a member of the employee's immediate family provided a doctor's statement is received stating that it was necessary for the employee to be absent, if required by the Employer. ("Immediate family" shall be as defined under Article 20 – Bereavement Pay.)
- 16.4 Employees who are unable to report to work due to illness or injury are required to notify the on-duty shift Captain before the start of the employee's scheduled workday if possible. The on-duty shift Captain must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive shifts due to illness or injury, a physician's statement may be required verifying the

illness or injury and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

- 16.5 Sick leave time shall be considered as time worked in computing the number of hours worked in anyone (1) year for calculating vacation, sick leave, and retirement benefits.
- 16.6 To be eligible for sick leave the employee shall call in at least thirty (30) minutes prior to the start of the employee's shift starting time, unless extenuating circumstances prohibit.
- 16.7 Any employee who has used no sick leave time from October 1 through December 31 will be awarded one (1) shift (24 hours) of personal leave time. Any employee who has used no sick leave time from January 1 through March 31 will be awarded one (1) shift (24 hours) of personal leave time. Any employee who has used no sick leave time from April 1 through June 30 will be awarded one (1) shift (24 hours) of personal leave time. Any employee who has used no sick leave time from July 1 through September 30 will be awarded one (1) shift (24 hours) of personal leave time. Any employee who has been employed the entire fiscal year and has used no sick leave time within the fiscal year (October 1 – September 30) will be awarded one additional shift (24 hours) of personal leave time. Personal leave time may be utilized in the same manner as a shift of vacation time. Employees shall be allowed to carry over a maximum of three (3) PL days with no expiration time frame.
- 16.8 The policy of providing sick leave payment or sell-back will cease, effective September 30, 2017. For sick leave accrued prior to that date, said leave shall be paid, with amendments, in similar fashion to the agreement adopted as part of City of Fernandina Beach Resolution 2014-21.
 - A. If an employee has worked for the City for a minimum of six (6) years and was hired prior to October 1, 2001, the City shall pay the employee, at a rate of pay as of September 30, 2017, a maximum of 1,456 hours of accumulated sick leave.
 - B. If an employee was hired after October 1, 2001, and irrespective of the number of years worked, the City shall pay the employee, at the rate of pay as of September 30, 2017, a maximum of 300 hours of accumulated sick leave.

Said payments for each employee's accumulated sick leave shall be paid in three equal annual installments beginning in October 2017; October 2018; and October 2019. Employees that intend to retire prior to October 2019, shall have the installments otherwise distributed in equal payments prior to retirement.

An employee may opt to retain any balance of sick leave accumulated prior to September 30, 2017, for the uses identified in Sec. 16.2. Any sick leave so retained, and all sick leave earned thereafter, shall not be eligible for payment or sell-back.

ARTICLE 17 – WORKERS’ COMPENSATION

- 17.1 Any regular or probationary employee of the Public Employer who is temporarily disabled as a result of an injury received in the course of employment with the Public Employer, shall be entitled to be compensated as provided herein. Said employee shall receive from the Public Employer the amount to which he is entitled under the Workers’ Compensation Law, and the differences between said amount and the amount of salary which said employee was receiving immediately prior to his injury shall be paid from the Public Employer’s funds.
- 17.2 If the employee has not reached maximum medical improvement within twenty-six (26), the employee shall be medically examined to determine whether the employee's injury is of a nature that prevents their return to duty as a firefighter. If the employee has reached maximum medical improvement, his or her right to compensation shall be governed by the Workers' Compensation Law, the employees' disability/pension rights, and other benefits to which the employee may be entitled under this contract.
- 17.3 The Public Employer may at its option provide extensions beyond the twenty-six (26) week limitation as outlined herein based upon written medical recommendation. At the termination of the twenty-six (26) week period, or the date of the medical determination or the termination of the extension period, the employee’s right to compensation shall be governed by the Workers’ Compensation Law and by his entitlement to pension rights and sick leave benefits, if any.
- 17.4 The foregoing Section will not be applicable if the City finds the employee to be negligent.
- 17.5 Following the twenty-six (26) week period and subsequent release by medical authorities for return to work, the employee shall be given right of first refusal consideration when a vacancy occurs, provided the employee has maintained Firefighter/EMT certifications. If an employee is reinstated, they shall receive the same pay and benefits as when they were terminated. An employee may not accrue benefits while in a terminated status.
- 17.6 Dependent children or spouse of any employee killed in the line of duty shall receive monthly payments for a three (3) month period amounting to the normal salary of the deceased employee for the said three (3) month period.

ARTICLE 18 – MILITARY LEAVE

- 18.1 Both parties hereby agree to comply with both Federal law (reference 38 USCA Section 2021) and Florida state statutes (reference statutes 115.07, 115.14, 115.08)

in regard to military leave. If an employee requests or requires more military leave time than allowed for by Federal or State statutes, he/she shall be allowed to substitute swap time, personnel days, or vacation leave as needed.

ARTICLE 19 - RESERVED

ARTICLE 20 – BEREAVEMENT LEAVE

- 20.1 A full-time employee who has a death in his immediate family will be granted bereavement leave, with pay, of up to twenty-four (24) hours. Bereavement leave will not be charged to accrued vacation or sick leave benefits. “Immediate family” is defined under this benefit as follows:
- A. Relatives by marriage: husband, wife, stepparents, stepchild, foster child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-sister, half-brother, aunts and uncles, and grandparents.
 - B. Relatives by blood: parents, children, grandparents, grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, first cousins.
 - C. Any other relative of the employee or the employee’s spouse living in the employee’s residence.
- 20.2 It is understood the bereavement leave is not intended to be exercised as an automatic leave with pay for twenty-four (24) hour period upon the death of a member of the immediate family as defined above. Instead, it is intended that if time-off is required for this purpose due to the personal grief of the employee or to provide aid and comfort during the grieving process of a member of the immediate family of the employee, then up to twenty-four (24) hours with pay are provided for that purpose and time will be considered time worked in pay cycle. In excess of twenty-four (24) hours will not be considered as time worked.
- 20.3 Upon written request more than twenty-four (24) hours off may be granted, but only twenty-four (24) hours will be paid time off as bereavement pay. In cases of hardship, employees may request, and the Fire Chief may approve use of up to twenty-four (24) hours from the employee’s accumulated sick leave.
- 20.4 No payment shall be made where no scheduled work time is lost.

ARTICLE 21 – JURY DUTY LEAVE

- 21.1 Any employee who is summoned to jury duty or subpoenaed or summoned to appear in court as a witness in connection with the performance of their duties with the City will be granted leave and will be paid at his regular rate of pay for his required work period during such absence. To be eligible to receive said pay, the

employee must submit any payment received by the court or other entity to the Finance Department.

- 21.2 Any employee subpoenaed to appear on legal matters relating to Fire - Rescue Department duties and such appearance is during off-duty time will be paid at the rate of one and one-half (1½) times for the actual hours attending such proceedings, or for a minimum of three (3) hours or any such attendance, whichever is greater.

ARTICLE 22 – LEAVE OF ABSENCE

- 22.1 All requests for a leave of absence must be in writing and approved by the Fire Chief and City Manager.
- 22.2 It is understood and agreed that all leaves of absence will be without pay.
- 22.3 Leave time will not be accrued for unpaid leave of absence.

ARTICLE 23 – PENSION

- 23.1 There is a Police Officer and Fire Fighter Pension Board of Trustees that administer a pension plan for eligible Fire Department employees. The pension plan is periodically reviewed by the Board of Trustees and their actuary. The employees' pension contribution shall be mutually agreed upon by the employees, the Pension Board and the City.

ARTICLE 24 – WAGES, CLASSIFICATION AND LONGEVITY

- 24.1 Effective October 1, 2021, through September 30, 2024, the pay plan set forth in Appendix C-1 shall be effective and contains the current Pay Step Plan established for all positions covered by this Agreement.
- 24.2 Employees shall be advanced in pay according to the Pay Step Plan outlined below during the contract period October 1, 2021, through September 30, 2024.
- 24.3 Except as provided herein, original appointment to the classification of Firefighter/EMT, Firefighter/Paramedic, Lead Paramedic, Engineer, Lieutenant and Captain will be made at the entry rate and advancement from the entry rate to the maximum rate shall be by successive steps.

All newly hired Firefighter/Paramedics will be compensated at the Firefighter/EMT rate until successfully checked-off by the Medical Director. Following successful check-off, the newly hired Firefighter/Paramedic will be placed in the Paramedic Pay Step Plan according to his/her current step.

- 24.4 Effective October 1, 2021, employees will be slotted into the Pay Step Plan as indicated on Appendix D.
- 24.5 Effective October 1, 2022, the Pay Step Plan will be adjusted by the December 2021 Consumer Price Index for All Urban Consumers (CPI-U), South Region; with a minimum adjustment of 2% and a maximum adjustment of 3%. Employees that have a rating of “Meets Expectations” or “Exceeds Expectations” in their most recent performance review will advance one step in the Pay Step Plan.
- 24.6 Effective October 1, 2023, the Pay Step Plan will be adjusted by the December 2022 Consumer Price Index for All Urban Consumers (CPI-U), South Region; with a minimum adjustment of 2% and a maximum adjustment of 3%. Employees that have a rating of “Meets Expectations” or “Exceeds Expectations” in their most recent performance review will advance one step in the Pay Step Plan.
- 24.7 The pay of an employee promoted to a higher classification will be advanced to the new classification at the same Step level (i.e. Engineer Step 5 promoted to Lieutenant Step 5, etc.), equating to a 10% increase however, an employee promoting from Firefighter/EMT/Paramedic to the classification of Engineer will be advanced to the new classification at the Step level equating to at least a 10% increase.
- 24.8 Each bargaining unit member who is designated by the Fire Chief as a Specialty Teams Member shall receive Specialty Pay Incentive in the amount of \$600 annually, paid on a bi-weekly basis (\$23.08), as long as the member is so designated. The number and types of Specialty Teams recognized will be in the sole discretion of the Fire Chief. The following are recognized Specialty Teams by the Fire Chief: Special Operation Team, Marine Rescue Team, and Honor Guard.

The Fire Chief will designate one member of the Specialty Team to serve as the Team Leader. Said member shall receive Specialty Pay Incentive in the amount of \$900 annually, paid on a bi-weekly basis (\$34.62), as long as the member is so designated. The Team Leader Incentive is in lieu of the Team Member incentive.

Specialty Team members and Team Leaders must attend seventy-five percent (75%) of available training sessions, provided notice of such sessions are given at least fourteen (14) days in advance. Training rosters will be provided to the Fire Chief or his designee no later than ten (10) days after the training date and notification of any employee not meeting the required attendance quarterly, beginning January 1, 2022.

ARTICLE 25 – DISCHARGE AND DISCIPLINE

- 25.1 No employee shall be removed, discharged, reduced in rank of pay, suspended or otherwise disciplined except for just cause and he and the Union shall be furnished with a written statement of the charges and the reason(s) for such action within ten (10) working days of the date of or management becoming aware of the incident giving rise to the charges.
- 25.2 Any official written reprimand shall be furnished to the employee outlining the reasons for the reprimand. The employee will be requested to sign any official reprimand. If the employee refuses to do so, this refusal shall be noted and placed in his personnel file. The employee may have an opportunity to submit a written statement within five (5) days responding to the reprimand. The employee's responding statement will also be entered in his master personnel file.
- 25.3 The Union agrees to comply with the City's working rules; providing, however, that such rules shall be posted in a conspicuous place where they may be read by all employees and further that no change in present rules or no additional rules shall be made that are inconsistent with this Agreement. Fire Department Rules and Regulations will be updated and/or revised annually by the Fire Chief.
- 25.4 Both parties agree to abide by the City's Personnel Policy Manual in regard to discipline. Both parties agree to ensure fair treatment of all employees and to make certain that disciplinary actions are prompt, uniform, and impartial. Further, the parties agree that the major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

ARTICLE 26 – GRIEVANCE PROCEDURE

- 26.1 Any grievance concerning the application, alleged violation or interpretation of the terms of this agreement shall be settled in the manner outlined below. A grievance may be filed by an employee or by the Union on behalf of one (1) or more employees. It is mutually agreed that the resolution of work-related issues in an informal manner shall be preferred. The timeliness within each step shall be adhered to by each party unless both parties agree to waive timeliness, however in either case both parties agree to resolve grievances or move them forward to the next step in a timely fashion.

STEP 1 – The employee will meet with the Union Grievance Committee, as defined in the Union Bylaws and Article 6.2, to discuss any potential grievance. If in the Union's opinion no grievance exists, the union may decide that no further action will be taken by the Union. If the union agrees to move the action forward it shall be reduced to writing on the agreed upon form citing the article with appropriate section annotated, the alleged violation, the date of the violation, the remedy requested, and shall be signed by the affected employee and their union

representative. Any employee shall be entitled to pursue his own grievance rights in accordance with FS 447.401 without Union representation, however in all cases the Union shall be informed of the process and shall be notified of all meetings pertaining to said grievance. The Union shall have the right to attend any and all meetings pertaining to the grievance filed. Any resolution or settlement shall be in accordance with the terms and conditions set forth within this Agreement.

STEP 2 – Shall be filed within ten (10) business days of the event leading to the grievance, or when the employee knew or should have known of the occurrence, giving rise to the grievance. The written grievance as outlined in Step 1 shall be submitted to the Fire Chief. The Fire Chief shall meet with the employee and the Union to discuss the grievance within ten (10) business days of the filing. An answer to the grievance shall be provided to the Union and the aggrieved employee in writing within ten (10) business days. If not resolved at Step 2 the grievance shall be advanced to Step 3.

STEP 3 – Shall be filed within ten (10) business days of the rendering of the decision from Step 2 to the City Manager. The City Manager shall meet with the employee and the Union to discuss the grievance within ten (10) business days of having received the grievance. An answer to the grievance shall be provided to the Union and the aggrieved employee in writing within ten (10) business days of the meeting between the City Manager, the employee, and the Union.

STEP 4 – If the grievance has not been resolved in Step 3 the Union shall notify the City of its intent to proceed to Arbitration within ten (10) business days. The Union and the City shall meet within ten (10) business days of the notification from the Union to the City to jointly apply to the Federal Mediation Conciliation Service (FMCS) by filing on the standard form for this purpose. A panel of five (5) arbitrators shall be requested. Once the list is received, the Union and the City shall meet within ten (10) business days of receipt of the list. The striking of the first arbitrator shall be by lot to determine who shall strike the first name. The striking of names shall continue in alternate fashion until only one (1) name remains. The final remaining name shall be the chosen arbitrator. The arbitrator selected shall render his decision within thirty (30) days. The arbitrator shall stay within the scope and terms of this Agreement. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any amendment thereto, nor shall he have the authority to supersede any applicable laws in resolving the grievance. The decision shall be final and binding on both parties.

The cost of arbitration shall be borne equally by both parties to arbitration.

- 26.2 If the City fails to respond within the timeliness guidelines of a given Step the grievance shall be advanced to the next level. If an employee fails to file or advance the filing within the timeliness guidelines the grievance shall be deemed abandoned.

- 26.3 Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided or in issues where the grievance is directly between the Union and the City, the grievance shall be presented in writing at Step 2. The aggrieved employees or the Union on their behalf may sign grievances of this type. The timeliness parameters under Step 2 shall apply.
- 26.4 The Union reserves the right not to represent employees who are not members of the Union.
- 26.5 If an employee elects not to have Union representation or if the Union elects not to represent an employee, the City shall keep the Union informed of all proceedings initiated by the employee on their behalf and shall provide copies of all written documents and provide access to any meetings held on the matter.
- 26.6 In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and then rule on the merits of the grievance if it is determined to be arbitrable.

ARTICLE 27 – UNIFORMS AND EQUIPMENT

- 27.1 The City agrees to continue to provide the employees with uniforms, uniform shoes and other equipment. The complete uniform will consist of four (4) trousers, four (4) dress shirts, three (3) t-shirts, belt, dress shoes, work boots, name plate, badge, hat with City logo, and winter jacket. If funds are available, long sleeve sweatshirts may also be provided. For replacement, he or she will be required to show need by producing the damaged or worn piece of the uniform. If the employee wishes to upgrade boots costing more than the City allowance and the Fire Chief approves the selection, the employee shall pay the difference in the cost of the boots.
- 27.2 The City further agrees to continue the practice of providing for the cleaning of uniforms furnished at the rate of \$5 per uniform to be paid quarterly at \$150 per quarter. If an employee is absent for more than five (5) consecutive tours of duty for sick leave, worker's compensation or leave of absence, including vacation and/or school leave, \$5 per tour of duty absent including vacations and/or school leave will be deducted from the foregoing quarterly uniform cleaning payment. The City will continue this practice through March 31, 2022, thereafter, the City will pay for Firefighters to have their uniforms dry cleaned at a pre-approved cleaner to be selected by the city. The Fire Chief retains the discretion to select the cleaner, and to determine the amount to be paid per uniform by the City, as well as the method and manner of payment for cleaning.

The employee agrees to maintain the condition and professional appearance of each uniform. Uniforms shall be maintained and worn in a professional manner that presents a positive public image. The Chief retains the discretion to inspect uniforms for compliance with this policy at any time, and to require an employee

who is not in compliance with this policy to launder or dry clean their uniform at the employee's own expense.

- 27.3 Any uniform or related equipment damaged or destroyed while a firefighter is acting in the performance of his official duties shall be replaced by the City at no cost to the firefighter provided the same is not the result of his own negligence. Related equipment shall also include watches provided that the damage is no fault of the firefighter. The City will have the watch repaired or replaced. But in no event will the cost to the City exceed one hundred dollars (\$ 100.00).
- 27.4 Any non-uniform clothing damaged or destroyed, whether on or off duty, while an employee is acting in the performance of their official duties shall be repaired or replaced, whichever is the lesser cost of the two, by the City. Such claims for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the City.
- 27.5 Employees covered by this Agreement while engaged in the performance of their duty who shall have damaged or broken their prescription eyeglasses or false teeth or partial plates as a result of such activity, shall have the same repaired or replaced, whichever is the lesser cost of the two, by the City. However, such damage shall not be the result of normal wear and tear, negligence or misuse on the part of the employee or their failure to use proper eye protective equipment, where provided by the City. Payment for repaired or replaced prescription eyeglasses or false teeth or partial plates shall occur only when promptly reported to the City. The City shall duly certify the events that created the damages or broken prescription eyeglasses or false teeth or partial plates and such shall accompany any request for payment under the above section. The above provisions for payment will be waived if the payments to repair or replace the above damaged would be covered under Worker's Compensation.

ARTICLE 28 – INSURANCE COVERAGE

- 28.1 The City shall provide individual medical protection in an amount comparable to the present coverage, except that the employee shall contribute the difference in cost for insurance above the basic level. Employees hired prior to December 31, 2013, shall contribute forty-five percent (45%) of the cost of insurance for dependent coverage. Employees hired on or after January 1, 2014, shall contribute fifty percent (50%) of the cost of insurance for dependent coverage for the period of this agreement.
- 28.2 The life insurance plan that is now in effect will continue in full force and effect and be paid in full by the City, to be equal to the employee's annual regular earnings.
- 28.3 A Retiree Health Care Benefit of Two-hundred twenty-five dollars (\$225) per month will be paid to pension-eligible members with twenty-five (25) years of City

of Fernandina Beach fire service. Said benefit shall cease at age sixty-five (65) or when the retiree is eligible for Medicare, whichever occurs first. Members who retire on or after October 1, 2013 are eligible for this benefit provided the retiree is covered by the City's health insurance plan. Members hired after October 1, 2013, shall not be eligible for this benefit.

ARTICLE 29 – SHIFT CHANGE

- 29.1 Employees shall be notified two (2) shifts in advance of any shift changes. If possible, no less than 48 hours shall be given at any time without mutual consent. Consideration will be given to employee's personal obligations and prior commitments.
- 29.2 Employees shall be allowed to stand-by for a maximum of four (4) hours for each other providing the stand-by will not cause a downgrade in the daily operation and the Officer of the shift has been notified in advance, excluding probationary employees with less than three (3) months of continuous service. If stand-by person fails to show, employee will not be allowed off until proper relief has been obtained.
- 29.3 If an employee requests a change, the request must state the reason and be approved by the Chief of the Department. Stated reasons for the necessity of the change are not required if the change is mutually agreed to by the affected employee. Request for shift change by individuals may or may not be approved. The requested shift change will be subject to review of how change will affect the operation of the Fire-Rescue Department.

ARTICLE 30 – RESERVED

ARTICLE 31 – SAFETY AND HEALTH

- 31.1 It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Fire-Rescue Service. Protective devices, wearing apparel, and other equipment necessary to properly protect fire fighters shall be provided by the City at no cost to the employees and shall conform to current "state of the art" standards. The Union agrees to provide one member to serve on the City Safety Committee. The Union agrees that appropriate personal protective equipment (PPE) is to be worn at all times while on-duty, as established by appropriate industry standards. Employees who do not comply with the safety rules and regulations may be subject to progressive discipline.
- 31.2 All employees are required to use seat belts, or the occupant restraint system provided when driving or riding in City vehicles or in a personal vehicle on City business.

31.3 Each Shift Captain shall schedule, workload permitting, a maximum of ninety (90) minutes of physical exercise (including warm up and cool down) for each twenty-four (24) hour tour of duty. This exercise may take place at City Station #1 or #2, Atlantic Recreation Center, Peck Gym, YMCA, or Club 14.

31.4 Comprehensive Occupational Medical Program

The City and the Union agree to a comprehensive occupational medical program for fire departments in effort to reduce the risk and burden of fire service occupational morbidity and mortality while improving the health, and thus the safety and effectiveness, of firefighters operating to protect civilian life and property.

Each employee will be required to have an annual physical examination administered by the Fire Department's Physician at no cost to the employee, within twelve months of the last evaluation or up to three months prior to the last evaluation date. The physical examination will be based on the standards established by NFPA 1582, Standard on¹ Comprehensive Occupational Medical Program for Fire Departments and NFPA 1583, Standard on Health-Related Fitness Programs for Firefighters. It is mutually agreed that the implementation of the NFPA 1582 and 1583 programs are intended to be methods for improving physical fitness and medical surveillance and not intended to be a punitive process.

31.5 The Fire Chief or his designee shall maintain the responsibility to administer a Wellness Program. The following areas shall be considered as components of the Wellness Program and shall include:

- A. Fire Department Physician
- B. Annual Occupational Medical Evaluation
- C. Annual Occupational Fitness Evaluation
- D. Infectious Control Program

31.6 Fire Department Physician

- A. "Fire Department Physician" – A licensed Doctor of Medicine or osteopathy who has been designated by the fire department to provide professional expertise in the areas of occupational safety and health as they relate to emergency services.
- B. The fire department physician is responsible for guiding, directing, and advising the employees with regard to their health, fitness, and suitability for duty based on the essential job tasks required for all fire department positions and ranks.

31.7 Annual Occupational Medical Evaluation

- A. Medical evaluations based on NFPA 1582 shall be performed annually or at the intervals otherwise noted. The components of the medical evaluations shall conform to all applicable OSHA standards, including 29 CFR 1910.120, "Hazardous waste operations and emergency response"; 29 CFR 1910.134, "Respiratory protection"; 29 CFR 1910.95, "Occupational noise exposure"; and 29 CFR 1910.1030, "Bloodborne pathogens."

B. Each medical evaluation shall include a medical history, physical examination, blood tests, urinalysis, vision tests, audiograms, spirometry, chest x-ray (as indicated), electrocardiogram, cancer screening (as indicated), and immunizations and infectious disease screening (as indicated). Tests for illegal drugs shall not be performed as part of the annual medical evaluation.

C. Components of the Annual Occupational Medical Evaluation

1. Vital Signs
2. Hearing Exam
3. Skin cancer assessment
4. Cardiopulmonary Assessment
5. Echocardiogram (Heart Ultrasound)
6. Resting EKG
7. Treadmill Stress Test with EKG
8. Carotid Arteries Ultrasound
9. Aortic Aneurysm Ultrasound
10. Pulmonary Function Test
11. Cancer and Disease Assessment
12. Thyroid Ultrasound
13. Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds
14. Bladder Ultrasound
15. Pelvic Ultrasound for Women (external, Ovaries and Uterus)
16. Testicular Ultrasound for Men
17. Prostate Ultrasound for Men
18. Chest X-Ray with Radiologist review every (5) years
19. PPD

Blood and Laboratory Testing

20. Hemocult Test
21. Urinalysis
22. Lipid Panel
23. Diabetes Tests (Hemoglobin A1C and Glucose)
24. Complete Blood Count with differential
25. Comprehensive Metabolic Panel
26. Thyroid Panel Testosterone, Total (men)
27. PSA (men)
28. CA-125 (women)
29. Pap Smear (women)
30. Mammogram (women)
31. HIV test: employee shall sign a declination when they refuse the test

Misc. Testing/Vaccinations

32. OSHA Respirator Medical Clearance Interview
33. Hepatitis A vaccine (initial & thereafter as recommended by prevailing CDC recommendations)
34. Hepatitis B Vaccines (3 Vaccines Series at time of employment) if no previous record of vaccination
35. Hepatitis B Titers (as recommended by prevailing CDC recommendations)
36. Hepatitis A & C Screening Panel

37. Influenza Vaccine
38. OSHA Respirator Mask Fit Testing
39. Tetanus/Diphtheria (TB booster every 10years)
40. Personal Consultation with review of testing results

31.8 Annual Occupational Fitness Evaluation

A mandatory fitness evaluation that is not punitive or competitive shall be conducted annually as part of an individualized program. All component results shall be utilized to establish an individual's baseline or measured against the individual's previous assessment and not against any standard or norm.

1. Body composition
2. Aerobic capacity
3. Muscular strength/power
4. Muscle endurance
5. Flexibility

31.9 Employees shall be offered the opportunity to obtain the medical and fitness evaluations while on-duty. Employees that cannot attend their scheduled evaluation will be required to have the evaluation performed on their own time.

31.10 Any employee who cannot perform the essential job tasks of their position, in the opinion of the Fire Department Physician, shall not be permitted to engage in fire suppression activities until the requirements are met. Any employee who disagrees with the results or recommendations of a medical examination conducted by the Fire Department Physician shall be entitled to seek a second opinion from a qualified physician of their choice at the employee's expense. If there is a disagreement between the Fire Department Physician and the employee's physician, a third physician agreeable to by both the Fire Department Physician and the employee shall be consulted for a final determination. The cost of a third-party physician shall be split between the employee and the Fire Department.

31.11 If an employee is declared not fit for duty after a medical evaluation, the department physician or other attending health care professional shall design an individualized exercise and fitness training program in order to facilitate restoration of the employee's fitness to an optimal level. Employees will be initially retested after no more than ninety (90) days. The employee will be retested at sixty (60) day increments from this point forward until the employee can successfully complete the appropriate section(s). Personnel who score less than a "Fit" rating on a medical and fitness evaluation will be assigned to light duty on a 40-hour work week and will be subject to mandatory participation in a supervised exercise program.

31.12 Infectious Control Program

- A. Presumption - It shall be presumed that any Fire Department Operations employee who contracts Hepatitis or Meningococcal Meningitis (Meningitis) or Tuberculosis (TB) shall have contracted the disease while on duty.
- B. Effective October 1, 2013 the City shall ensure that the serologic testing for HB antibody takes place on new employees after receiving their 3rd HBV vaccine

in the series. Employees receiving the vaccine shall be tested not earlier than 30 days and not later than 60 days post 3rd vaccination for the antibody as recommend by the Centers for Disease Control and Prevention (CDC) and related agencies. Employees found not to have sufficient antibody levels as stipulated by the CDC shall be vaccinated as per the prevailing CDC standards.

- C. Employees hired after October 1, 2013 shall be required to provide documentation of previous HBV vaccination, agree to be vaccinated as per current CDC guidelines or sign a refusal for the vaccination. The implications of such a refusal shall be explained to the employee.
- D. All employees exposed to potential communicable/infectious diseases shall receive all recommended testing and Post Exposure Prophylaxis (PEP) treatments as recommend by the prevailing standards provided by the Centers for Disease Control and Prevention (CDC). Testing of affected employees may include but not limited to appropriate testing for HB antibody, antigen, HCV antibody, as well as applicable recommended Post Exposure Prophylaxis treatments. (See NFPA 1582 Section A.7.7.9.2 (1-3) based on current CDC post exposure guidelines for healthcare provider testing and treatments and host patient recommended testing)
- E. It is agreed that the Centers for Disease Control and Prevention does not currently have published standards for health provider HBV antibody routine testing other than those listed in section 31.12 above. However, if subsequent standards are approved during the life of this agreement the City agrees to adopt same.
- F. In order to prevent the spread of communicable disease the City agrees to provide protection from hazardous materials routinely associated with the jobs of firefighting and emergency medical services and shall continue to provide for washing machines and dryers and a high-quality detergent for the purpose of laundering uniforms, bed linens, and the like. Both parties agree to jointly cooperate to maintain a safe and healthy work environment. The City shall continue to supply all stations with suitable furnishings and equipment for healthy living conditions and to provide for suitable areas and equipment for decontamination of items and clothing exposed to potential communicable diseases.
- G. The City agrees to maintain a current Infectious Disease Control and Prevention manual and correlating program for employees outlining types, methods, causes and strategies for the prevention and exposure and treatments of Infectious/Communicable diseases based on the prevailing standards and “Best Practices” as published by the Centers for Disease Control and Prevention and related agencies. (OSHA, 29 CFR1910.1030, NFPA 1582). Where conflicts arise among standards it is agreed that published standards from the Centers for Disease Control and Prevention shall control unless otherwise mutually agreed by the City and the Union.

ARTICLE 32 – EDUCATIONAL OPPORTUNITIES

- 32.1 The City will reimburse all employees for costs incurred for books and/or tuition for courses taken that are job-related. Application for reimbursement must be made and approved by the Fire Chief prior to registration for the course. Reimbursement will be made only upon completion of the course with a grade of “C” or better. The City will not reimburse employees who have courses paid by other means.
- 32.2 In the case of reimbursement for paramedic certification, an employee will not be reimbursed for educational expenses until he/she has successfully passed the recognized State of Florida paramedic certification test and has obtained the State of Florida Paramedic license. Any employee who does not pass the certification test in the allotted number of attempts will not be reimbursed and will be responsible for funding additional classes to obtain such certification.
- 32.3 Each employee will be allowed three (3) twenty-four (24) hour shifts off each year to attend a job-related school or training class. Classes must be applied for at least one (1) month and not less than two (2) weeks prior to class dates, unless an exception is made by the Fire Chief. This shift may not be used for any other purposes and cannot be carried over into the next fiscal year. These school hours may be broken into eight (8) hour increments not to exceed seventy-two (72) hours. This leave will not be granted if the leave reduces the shift strength below the minimum staffing level of eight (8) and creates overtime position.
- 32.4 Employees shall drive City-owned vehicles, if available, to and from school or other related training opportunities. Schools and/or lodging shall require prior approval by the Fire Chief.
- 32.5 Employees approved for educational assistance must agree to remain with the City for a period of two (2) years from the date of successful completion of each educational reimbursement received. Failure to complete the service requirement obligates the employee to repay the City one hundred (100%) of tuition and books. If employee’s last paycheck is insufficient to cover the above expenses, then he/she will arrange a payment plan to reimburse the City. Failure to complete the service requirement will be defined as: voluntary or involuntary separation from the City other than normal or disability retirement.
- 32.6 Employees may receive reimbursement for no more than two (2) courses in any one fiscal year. It will be at the Fire Chief’s discretion to allow additional classes on a case-by-case basis when an employee is seeking additional education. To be reimbursed, the employee must attain a final grade of “C” or satisfactory completion, whichever applies. This does not apply to paramedic certification program or expenses (refer to 32.2). Travel and lodging expenses will not be reimbursed for those employees attending Paramedic classes.

ARTICLE 33 – AGREEMENT BINDING ON SUCCESSORS

- 33.1 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 in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location of place of business of either party hereto.

ARTICLE 34 – SAVINGS CLAUSE

- 34.1 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with F.S. 447.309(3) then such provision shall not be applicable, performed or enforced. In such event, the parties shall meet within thirty (30) days in attempt to modify the invalid provision by good faith negotiations. The remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 35 – DURATION OF AGREEMENT

- 35.1 The Articles of this Agreement shall be in full force and effect as of the 1st day of October 2021 and shall remain in full force and effect until the last day of September 2022, and thereafter from year to year unless notice is given in writing by either party to the other at least ninety (90) days prior to the expiration date or any anniversary thereafter of intent to modify or change this Agreement.

“Appendix B”

FERNANDINA BEACH FIRE DEPARTMENT

Performance Appraisal System



Firefighter Performance Appraisal

Revised 08/26/15

INTRODUCTION

These instructions provide information required to complete an evaluation of a firefighter's performance during a specific rating period.

PERFORMANCE EVALUATION SYSTEM DISCUSSION

The objective and purpose of the employee evaluation system is to give employees a fair and honest assessment of their work performance. Supervisors use it to give an employee guidance and training, which will help them meet department standards and achieve their own personal goals. It is an essential tool utilized to improve communication relating to job performance between the supervisor and the employee.

Performance evaluations are completed annually on all members within the department. It is the responsibility of the evaluators/raters to ensure the employee is aware of the rating criteria ahead of time and that the employee is aware of his/her responsibility to meet the performance standards.

APPEALING A PERFORMANCE EVALUATION

An employee may appeal an evaluation for any factor which the employee believes is inconsistent with the narrative or is unfair. The appeal will be made through the prescribed City Rules or through the grievance steps of the applicable collective bargaining agreement under which the employee is represented.

EVALUATION TIME LIMITS

Evaluations are conducted annually and due on October 1st of each year. Therefore, the evaluation period will be from October 1st to September 30th of each year. Probationary firefighters will receive an evaluation at their one-year anniversary and then on the following October 1st.

PERFORMANCE CRITERIA

The employee will be rated for performance in the position held during the rating period utilizing the "Evaluation Descriptions" as a guide. The criteria used to form the basis of the employee's performance evaluation will reflect the tasks that the employee performs relative to the job description of his/her position. The employee's job-related strengths, weaknesses, and goals should be based on the job description of the employee's position using nondiscriminatory measures and procedures. Employees will be counseled on the tasks related to the position they occupy, the level of performance expected, and the criteria used for ratings on evaluations at the beginning of rating periods.

EVALUATOR/RATER

The supervisor who presently supervises the employee is responsible for ensuring the evaluation is completed, signed, and submitted on time. If an employee has been supervised by more than one supervisor during the rating period, the previous supervisor's input concerning the employee's performance shall be documented in the form of a written memorandum to the current supervisor.

Raters shall keep detailed notes concerning an employee's performance and regularly discuss job performance with employees under their supervision. At a minimum, a rater shall meet with firefighters under their supervision upon completion of every quarter and document on the evaluation form their comments, date, and initial.

1. Notes should be used to document all levels of performance positive, average, negative or that which is unusual or extraordinary.
2. Discussions may be verbal or reduced to writing. Discussions should alert the employee as to their level of performance and expected performance evaluation rating.
3. Discussions may also include bringing forward the need for remedial or advanced training.
4. If an employee is performing in an overall below satisfactory manner, proper notice should be given with a reasonable opportunity to improve performance. Unless addressed in a Collective Bargaining Agreement, firefighters shall receive written notice of overall substandard performance at least thirty (30) days prior to the end of the rating period, unless such substandard performance is so egregious that such notification is not practical.

COMPLETING THE FORM

Name Block- Fill in the name, the date that the evaluation was completed, the period the evaluation covers, and the assignment during the time period.

Rating Block – Enter the appropriate number. Read the descriptions first and provide a rating that is consistent with the employee's performance. Ratings are given as follows:

A rating of a **1** indicates the employee's performance does not meet the standards of the rating criteria.

A rating of a **2** indicates the employee's performance is marginal and needs improvement.

A rating of a **3** indicates the employee's performance meets the rating criteria and is average.

A rating of a **4** indicates the employee's performance is above average and exceeds the rating criteria.

A rating of a **5** indicates the employee's performance is exemplary and far exceeds the rating criteria.

Narrative Blocks – All pertinent information is written in this section and additional pages may be used as necessary. All ratings will have written documentation describing the

reason for the rating. Specific incidents should be referred to and not just general statements. The rater and employee must sign and date each narrative page, if additional pages are utilized.

Merit Rating Computation Block - Add the numbers together for a total. A firefighter's performance for the rating period will generally be considered as follows:

A total of **14 – 26** will make an employee eligible for a zero percent (**0%**) pay raise. (Requires supporting documentation)

A total of **27 – 41** will make an employee eligible for a zero percent (**0%**) pay raise. (Requires supporting documentation)

A total of **42 – 46** will make an employee eligible for a three percent (**3%**) pay raise.

A total of **47 – 50** will make an employee eligible for a four percent (**4%**) pay raise.

A total of **51 – 54** will make an employee eligible for a five percent (**5%**) pay raise. (Requires supporting documentation)

A total of **55 – 58** will make an employee eligible for a five and a half percent (**5.5%**) pay raise. (Requires supporting documentation)

A total of **59 – 70** will make an employee eligible for a six percent (**6%**) pay raise. (Requires supporting documentation)

Goal Blocks – With input from the employee and the rater's supervisor, the rater will set two goals for the employee to work to achieve within the following twelve months. These goals may be long range that will require more than twelve months to attain but certain action steps leading towards achievement may be identified in twelve-month periods. All goals must relate to a core competency.

Signature Blocks - All signature blocks must be signed by the appropriate person. Supervisors and reviewers must review and sign the evaluation prior to presenting the evaluation to the employee. Reviewers / supervisors shall not jeopardize the timelines of the evaluation by holding an evaluation beyond its due date. The employee should sign the evaluation, indicating that he/she has reviewed the evaluation. The employee should indicate agreement or disagreement with the evaluation by checking the appropriate block.

Distribution – The rater shall provide the firefighter with a copy of the signed evaluation form and keep a copy for their file. The original form with all required signatures shall be forwarded to the Administrative Assistant to the Fire Chief for City distribution.

EVALUATION STEPS

Complete the Evaluation - Review of notes, gathering pertinent information as appropriate, and write the evaluation using specific incidents where required for documentation.

Evaluation Review – The evaluator’s supervisor reviews the evaluation for consistency, completeness, and compliance. For specific and just cause, the evaluator’s supervisor may ask for additional justification for a rating, and may, in writing, request the evaluator to reconsider the justification.

Presentation of the Evaluation – After the reviewer and Fire Chief have signed the evaluation, the evaluator shall discuss the evaluation with the employee and then have the employee sign the evaluation. (The employee should not sign the evaluation prior to the reviewer). The presentation shall be done in private. The employee should be given advance notice and time should be considered for discussion of the evaluation. It should be pointed out that the employee has the option of agreeing or disagreeing with the evaluation. The presentation time should not be confrontational but conducted in a manner that gives a fair assessment of the employee’s performance.

Employee Acknowledgment

Agreement – If the employee agrees with the evaluation, he/she will mark the appropriate space for agreement and sign the evaluation.

Disagreement - If the employee indicates disagreement with the evaluation, the evaluator shall take additional time to review the performance in question. If the employee wishes to appeal the evaluation, the employee shall submit a written grievance. It is the evaluator’s responsibility to ensure that the employee is aware that the grievance process is the proper avenue to appeal the evaluation. The employee shall mark the appropriate space for disagreement and sign the form.

The employee being evaluated may provide written comments in regard to the evaluation. The written comments may be written directly on the evaluation or submitted on a separate sheet of paper. If written comments are submitted on a separate sheet of paper, they will be signed by the employee, attached to the evaluation and become a part of the evaluation.

After Presentation – The original evaluation will be forwarded to the Administrative Assistant to the Fire Chief for distribution, the rater will retain a copy and the rater will provide a copy to the employee.

EVALUATION DESCRIPTIONS

Each category must be rated. The evaluator will utilize the following guide to determine the best rating score for each category based on the employee’s documented performance.

1. WRITTEN COMMUNICATION SKILLS

This competency refers to the ability to express ideas clearly in documents that have organization, structure, grammar, language, and terminology adjusted to the characteristics and needs of the audience.

Does not meet expectations: Reports, and other written correspondence often times need to be returned for correction. Grammar, spelling and punctuation are poor. Details are not clear, often utilizes improper NFIRS incident type codes, and the reader is often times left with an unclear illustration of the events. Often utilizes an improper form.

Meets expectations: Reports and other written correspondence generally reflect adequate organization and contain sufficient detail so as not to distract from its overall accuracy and completeness.

Seldom is a report or other written document returned for correction.

Far exceeds expectations: Submits reports and other written correspondence that do not need correction. Always provides clear concise details that provide the reader with a full understanding of the event and are incapable of being misunderstood. Receives accolades from those utilizing the report.

2. VERBAL COMMUNICATION SKILLS

This competency refers to the ability to express ideas effectively in individual and group situations (including nonverbal communication); adjusting language or terminology to the characteristics and needs of the audience to include the general public, patients and their families, victims, other health care professionals, co-workers, superiors, etc.

Does not meet expectations: Has difficulty in getting a point across or explaining a situation. Is not clear and can cause the person being communicated with some confusion. Utilizes an improper tone of voice given the situation and uses a poor choice of words. Uses profanity, talks down to people, shows a lack of respect or interest when listening or speaking, is discourteous.

Meets expectations: Expresses ideas effectively in individual and group situations; able to adjust language or terminology to the characteristics and needs of the audience. Communicates in a clear and concise voice using proper tone and acceptable language. Speaks in a manner in which he/she is understood, simultaneously ensuring that what is said is not misunderstood.

Far exceeds expectations: Expresses ideas very effectively in individual and group situations; able to easily adjust language or terminology to the characteristics and needs of the audience. Removes barriers that would hamper effective communication. Seeks feedback to ensure what is said is understood when necessary. Always speaks in a courteous and professional manner.

3. SAFETY AWARENESS

This competency refers to the ability to be aware of conditions that affect employee safety. An effective individual must be not only knowledgeable about governmental and safety laws and regulations, but also constantly alert to unsafe working conditions. These

instances require individuals to be able to see potential problems and be willing to take prompt action to correct unsafe work habits, dangerous situations, or potentially harmful equipment.

Does not meet expectations: Fails to follow accepted safety procedures or to exercise firefighter safety practices. Violates firefighter safety principles as specifically related to handling situations encountered in the performance of their duties.

Meets expectations: Has a personal safety record with no preventable accidents in the rating period. Constantly alert to unsafe working conditions and takes appropriate action to correct. Understands and follows accepted safety procedures and effectively applies them with confidence.

Far exceeds expectations: Has an excellent personal safety record with no preventable accidents in the rating period. Always works safely. Anticipates dangerous situations and prepares for them. Is not overconfident or paranoid. Foresees potential danger and eliminates or controls it. Is alerted to changing situations and prevents opportunities for danger from developing.

4. DRIVING SKILLS (Does not apply to the position of Lieutenant or Captain)

This competency refers to the ability to drive lawfully and responsibly, recognize conditions that increase risk, understand the risks associated with unsafe driving, the ability to acquire and utilize defensive driving techniques, and know what to do in the event of an accident.

Does not meet expectations: Disobeys traffic laws and frequently violates policy referenced in the operation of emergency vehicles. Involved in preventable or chargeable accidents. Fails to exhibit necessary skills to safely operate vehicle. Drives in manner not conducive to fire department image. Uses emergency equipment unnecessarily or improperly. Does not drive defensively.

Meets expectations: Obeys traffic laws, drives defensively and is alert to potential hazards. Observes City and Department policy regarding emergency vehicle operation. No more than one chargeable or preventable incidents of vehicle damage while in operation in rating period.

Far exceeds expectations: Sets an example for lawful, courteous driving. Is a superior defensive driver. Displays a high degree of reflex ability/driving competence. Anticipates driving situations in advance and acts accordingly. No chargeable or preventable incidents of damage to a City vehicle while in operation.

5. RADIO AND ELECTRONIC DEVICE USE

This competency refers to the ability to effectively communicate using electronic equipment using proper procedures.

Does not meet expectations: Cuts radio messages off via improper use of microphone. Speaks too fast/loudly. Poor use of proper communication/language outlined by department policy and Fire/Rescue Communications Standard Operating Procedures. Repeatedly misses own call sign or is unaware of traffic involving other units. Requires dispatcher to repeat transmissions or does not accurately comprehend transmissions. Talks too much on the radio tying up radio time. Uses computers, Mobile Data Terminals (MDT), or other electronic devices in violation of department and city policy. Sends non-fire department related information over station computers or MDT's. Is not familiar with the basic operations of station computers or MDT's.

Meets expectations: Uses proper procedure with clear, concise plain language transmissions. Copies radio transmissions directed at his/her unit. Is generally aware of radio traffic involving other units. Uses the computer with little difficulty and adheres to the policies governing usage.

Far exceeds expectations: Radio transmissions are clear, calm, concise and complete in the most stressful situations. Transmissions are well thought out and not repeated. Is aware of radio traffic directed at his/her unit. Is aware of traffic in other parts of the first and second due response zones and uses previously transmitted information to an advantage. Is proficient in the use of station computers or MDT's and all related programs. Possesses above average knowledge in trouble shooting computer or MDT issues.

6. KNOWLEDGE AND COMPLIANCE OF CITY AND DEPARTMENT POLICY

This competency refers to having achieved a satisfactory level of technical and professional knowledge of city and departmental policies to include the Personnel Policy Manual, Drug-Free Workplace Policy, Vehicle Use Policy, and the Affirmative Action Policy & Plan.

Does not meet expectations: Fails to follow Department or City policies/regulations/formal procedures. Makes little or no attempt to refer to policies, protocols, or procedures for guidance when necessary.

Meets expectations: Familiar with and complies with most commonly applied City and Department policies/regulations/formal procedures. Knows how to find the correct policy, protocol, or procedure when necessary.

Far exceed expectations: Has an excellent working knowledge of all City and Department policies/regulations/formal procedures including lesser known and seldom used ones. Stays up to date on policy changes and readily shares knowledge with others.

7. PROFESSIONAL KNOWLEDGE OF SOP & EMS PROTOCOLS

This competency refers to having achieved a satisfactory level of technical and professional knowledge of Standard Operating Procedures (SOPs) and EMS Protocols with the ability to apply this knowledge effectively.

Does not meet expectations: Does not know the elements of basic sections of SOP's and EMS Protocols. Employee rarely demonstrates knowledge of Administrative and Fire SOP's and EMS Protocols.

Meets expectations: Employee demonstrates adequate knowledge of Administrative and Fire SOP's and EMS Protocols.

Far exceeds expectations: Has an outstanding understanding of all Standard Operating Procedures and EMS Protocols. Properly applies this knowledge to complex and unusual situations. Employee consistently demonstrates a thorough knowledge of all Administrative and Fire SOP's and EMS Protocols.

8. KNOWLEDGE OF AREA GEOGRAPHY

This competency refers to having achieved a satisfactory level of knowledge of FDCs, Knox boxes, Hydrants and territory and having the ability to respond to calls by the most appropriate routes.

Does not meet expectations: Becomes disoriented when responding to calls. Is unable to relate his/her location to a destination. Is unable to determine compass directions in normal situations. Does not recognize landmarks. Continually asks other units or Dispatch for cross streets or other markers. Employee rarely demonstrates knowledge of FDC's, Knox Boxes, Hydrants and Territory.

Meets expectations: Reasonably aware of his/her location. Demonstrates good sense of direction. Recognizes landmarks to aid in orientation. Employee demonstrates adequate knowledge of most FDC's, Knox Boxes, Hydrants, and Territory.

Far exceeds expectations: Always responds quickly to calls by the most appropriate route. Knows addresses to locations or the landmark by the address. Employee consistently demonstrates a thorough knowledge of FDC's, Knox Boxes, Hydrants, and Territory.

9. DECISION MAKING

This competency refers to the ability to reach logical and practical solutions in a timely manner.

Does not meet expectations: Overreacts or under reacts, becomes emotionally involved, allowing this to influence their decisions. Fails to be objective when reaching conclusions. Places personal opinions above the needs of the citizens, the City or the Department. Repeatedly requires direction and/or assistance when confronted with routine tasks. Fails to utilize training, experience, or policies and procedures in reaching a decision.

Meets expectations: Is objective in determining acceptable course of action and takes it. Properly assesses situations, determines appropriate action and takes same on a regular basis. Able to reason through a problem and come to an acceptable decision based on information available. Perceives situations as they really are. Makes decisions without undue assistance. Utilizes available source material in reaching decisions.

Far exceeds expectations: Properly assesses situations including unusual or complex situations and determines the most appropriate course of action without assistance. Utilizes experience, training, policies and procedures to come to a solid and reasonable decision. Anticipates problems and prepares solutions in advance.

10. DEPENDABILITY

This competency refers to the ability and willingness to follow assigned schedule, carry out assignments without follow-up by supervisor, and turn in reports in a timely manner.

Does not meet expectations: Arrives late or calls out unexpectedly for assignments (scheduled shift, special detail, etc.), turns in reports (fire/ems reports, requisition forms, vehicle and equipment check off sheets, etc.) late, fails to complete assigned tasks or complete assigned tasks in a timely manner. Needs regular supervision for daily assignments.

Meets expectations: Is seldom late or seldom calls out unexpectedly for assignments (scheduled shift, special detail, etc.), turns in most reports (fire/ems reports, requisition forms, vehicle and equipment check off sheets, etc.) on time and completes most assigned tasks in a timely manner. Needs some supervision for daily assignments. Fewer than four callouts during rating period.

Far exceeds expectations: Rarely calls out sick, is rarely late reporting for assignments (scheduled shift, special detail, etc.). Always turns in reports (fire/ems reports, requisition forms, vehicle and equipment check off sheets, etc.) in a timely manner. Needs minimal supervision for daily assignments.

11. MOTIVATION AND INITIATIVE

This competency refers to making active attempts to influence events to achieve goals; self-starting rather than accepting passively; taking action to achieve goals beyond what is required. This refers to going beyond the norm and taking action beyond specific, explicit job responsibilities. The person high in initiative will originate action rather than respond only to the actions of others.

Does not meet expectations: Has trouble performing duties without on-going direction from supervisor. Fails to assume responsibilities beyond the basic assigned duties. Resists training and continues to do things “the way we always did it”. Offers few creative suggestions or alternatives.

Meets expectations: Performs with minimal supervision, acts promptly, seeks solutions to resolve unexpected problems that arise on the job, and makes practical routine decisions. Pursues own professional development; completes assigned training classes in timely manner.

Far exceeds expectations: Is a “self-starter”; identifies new ways to improve quality, productivity and safety awareness. Maximizes talents and abilities and assumes new responsibilities whenever the opportunity arises. Consistently pursues own professional development. Goes beyond the norm and takes action beyond normal job responsibilities.

Is high in initiative and will originate action rather than respond only to the actions of others.

12. RELATIONSHIPS/PATIENT FOCUS/DEVELOPMENT OF PEOPLE

This competency refers to making efforts to listen to and understand the customer (both internal and external); anticipating needs; giving high priority to customer satisfaction; this competency applies to all relationships including patients, citizens, co-workers, superiors, etc.

Does not meet expectations: Does not interact well with others, is argumentative, domineering, or fails to show respect. Shows little empathy for patients. Tells inappropriate jokes or makes inappropriate statements that are offensive. Excludes people or groups of people or shows bias or favoritism towards certain people or groups of people. Makes little or no effort to cultivate positive relationships. Fails to mentor junior firefighters.

Meets expectations: Treats others with dignity and respect. Shows empathy to patients. Makes an effort to cultivate positive relationships, listens and seeks to understand the customer's needs. Mentors junior firefighters when asked. Does not show a bias and does not discriminate against people; does not use inappropriate or offensive language.

Far exceeds expectations: Consistently brings out the best in others. Cultivates positive relationships and successfully builds bridges based on trust, respect, and open communication. Celebrates the success of others and of the department. Does not show a bias and does not discriminate against people; does not use inappropriate or offensive language. Takes the initiative to mentor junior firefighters.

13. DRIVE FOR RESULTS/RESOURCE MANAGEMENT

This competency refers to the ability to identify new ways to improve quality, productivity, customer service, and safety awareness. It also refers to the ability to maximize talents of self and others and use available resources effectively.

Does not meet expectations: Is reluctant to ask questions when unsure of how to do something. Fails to use resources or equipment efficiently. Does not take advantage of free training opportunities. Fails to identify new ways to improve quality, productivity, patient care, and safety awareness.

Meets expectations: Identifies new ways to improve quality, productivity, patient care, and safety awareness. Maximizes talents and abilities; takes advantage of free training opportunities. Uses available resources and equipment efficiently (e.g., time, materials, equipment)

Far exceeds expectations: Consistently identifies new ways to improve quality, productivity, patient care, and safety awareness and works to make it happen. Maximizes talents and abilities; regularly takes advantage of free training opportunities. Uses available resources and equipment very efficiently (e.g., time, materials, equipment)

14. PROFESSIONALISM, GROOMING AND APPEARANCE

This competency refers to maintaining a professional appearance in both dress and manner.

Does not meet expectations: Often has a sloppy physical appearance; uniform is often unkempt or dirty. Employee demonstrates little or no desire to build relationships within the community; rarely participates in PR events.

Meets expectations: Keeps an acceptable physical appearance. Employee has a positive relationship with the community and participates in PR events.

Far exceeds expectations: Keeps an exceptional physical appearance. Uniform is always neat and clean. Employee actively seeks relationships throughout the community and is a valuable asset for promoting the department. Takes a leadership role in PR events.

15. HUMAN RESOURCE MANAGEMENT (Added category, reflected in grading system)**

This duty involves utilizing human resources to accomplish assignments in accordance with safety procedures, standard operating procedures, and job descriptions in an efficient manner. This duty also involves evaluating and inspecting subordinates' performance, maintains discipline and supervision of personnel during emergency and nonemergency work periods.

Does not meet expectations: Does not complete assigned tasks due to lack of control over subordinates. Does not work with subordinates to accomplish tasks. Does not build relationships with all members of the shift and others within the department. Employee Performance Evaluations are not complete and not turned in on time. Does not perform continuous evaluation and mentoring of subordinates in order to improve their performance.

Meets expectations: Follows procedures. Assigns duties to subordinates to be completed. Completes performance evaluations on all subordinates and maintains a positive relationship with others.

Far exceeds expectations: Always works alongside and with their subordinates while performing assigned duties until completed. Continually reviews policies to maintain control and safe operations of emergency and nonemergency operations. Employee performance evaluations are completed before due date, and there is ongoing evaluation and mentoring of subordinates. Positive relationships with subordinates and other department personnel are maintained.

FIREFIGHTER PERFORMANCE EVALUATION

Employee Name Choose an item. Employee Title Choose an item.
 Appraiser's Name Choose an item. Appraiser's Title Choose an item.
 Rating Period 12/19/2016 to 9/30/2017 Date of Appraisal 8/14/2017
 Type of Appraisal: Annual Probationary Other

Part I Competency Evaluation – How This Employee Achieved Results

Ratings for competencies evaluate the degree to which employees used their skills and knowledge in achieving results. Comments are **mandatory** for all competencies evaluated.

Core Competencies

Assess employee on each of the competencies listed in this section by placing the appropriate rating (1-5) in the "Rating" column. Rating guidelines located in the instructions must be utilized.

1: Does Not Meet Expectations **2:** Marginal – Needs Improvement **3:** Meets Expectations – Average

4: Exceeds Expectations- Above Average **5:** Far Exceeds Expectations – Exemplary

Competency	Comments	Rating
1. WRITTEN COMMUNICATION SKILLS	Click here to enter text.	rating
2. VERBAL COMMUNICATIONS SKILLS	Click here to enter text	rating
3. SAFETY AWARENESS		
4. DRIVING SKILLS (Does not apply to Lieutenants and Captains)		
Competency	Comments	Rating
5. RADIO AND ELECTRONIC DEVICE USE		

6. KNOWLEDGE AND COMPLIANCE OF CITY AND DEPARTMENT POLICY		
7. KNOWLEDGE OF SOPS AND EMS PROTOCOLS		
8. KNOWLEDGE OF AREA GEOGRAPHY		
9. DECISION MAKING		
10. DEPENDABILITY		
11. MOTIVATION / INITIATIVE		
12. RELATIONSHIPS/PATIENT FOCUS/ DEVELOPMENT OF PEOPLE		
13. DRIVE FOR RESULTS/RESOURCE MANAGEMENT		
14. PROFESSIONLISM, GROOMING AND APPEARANCE		

15. HUMAN RESOURCE MANAGEMENT (Only applies to Company Officers)	Click here to enter text.	
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Part II Summary of Results Achieved for Appraisal Period

Describe specific goals and results achieved during the year and assign a rating in the spaces below. Assess employee on each of the goals listed in this section by placing the appropriate rating (N, M, or E) in the "Rating" column. Goals must be related back to a specific competency.

N: Does Not Meet Expectations **M:** Meets Expectations **E:** Exceeds Expectations

Performance Goal	Results Achieved	Rating
Click here to enter text.		

Appraiser's Comments

The appraiser should provide any additional comments below that he/she believes are important for describing the employee's performance and contributions, including any factors that may have positively or adversely impacted performance.

Overall Evaluation of Competencies

Total the numbers provided for each rating. **0%** Merit Raise **14-41** points*
3% Merit Raise **42-46** points / **4%** Merit Raise **47-50** points / **5%** Merit Raise **51-54** points*
5.5% Merit Raise **55-58** points* / **6%** Merit Raise **59-70** points*
 *Requires supporting documentation.

Total Points	Merit Raise

Part III Goal Setting and Annual Performance Planning for Year

Instructions: This section should be completed jointly between appraiser and appraisee. Indicate two specific goals and objectives to be accomplished during the upcoming evaluation period.

First Overall Goal (What):

Specific Performance Objectives (Action Steps):

Outcome Measures (Results):

Importance of Goal:

Time of Goal (Target Completion Quarter):

Comments:

[Click here to enter text.](#)

Second Overall Goal (What):

Specific Performance Objectives (Action Steps):

Outcome Measures (Results):

Importance of Goal:

Time of Goal (Target Completion Quarter):

Comments:

[Click here to enter text.](#)

Part IV Signatures

The employee should sign below to acknowledge having received this appraisal and having the opportunity to discuss its contents with the appraiser. Signing does not indicate agreement with the contents of this appraisal, and the employee may comment as appropriate.

I the undersigned employee [] agree or [] disagree with this performance evaluation.

Employee's Signature (required)

Date

Appraiser's Signature (required)

Date

Signature of Reviewer (Department Head) *

**If Department Head is the Appraiser, City Manager will sign as Reviewer*

Your signature below certifies that you have reviewed this appraisal and the comments made by the individual being appraised.

Reviewer's Signature

Date

Title, Department

Comments by Individual being Appraised

In the space below, please write any comments you have about this appraisal of your performance. Attach additional pages as necessary.

APPENDIX C PAY STEP PLAN

Grade/Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Firefighter/EMT	43680	\$43,680	\$44,990	\$46,790	\$49,130	\$51,586	\$51,586	\$54,165	\$54,165	\$56,874	\$56,874	\$58,011	\$58,011	\$59,171	\$59,171	\$60,355	\$60,355	\$60,958	\$61,568	\$62,183	\$62,805
Firefighter/PMD	48680	\$48,680	\$50,140	\$52,146	\$54,753	\$57,491	\$57,491	\$60,366	\$60,366	\$63,384	\$63,384	\$64,651	\$64,651	\$65,945	\$65,945	\$67,263	\$67,263	\$67,936	\$68,615	\$69,302	\$69,995
Lead Medic	53548	\$53,548	\$55,154	\$57,361	\$60,229	\$63,240	\$63,240	\$66,402	\$66,402	\$69,722	\$69,722	\$71,117	\$71,117	\$72,539	\$72,539	\$73,990	\$73,990	\$74,730	\$75,477	\$76,232	\$76,994
Engineer	58902	\$58,902	\$60,669	\$63,096	\$66,251	\$69,563	\$69,563	\$73,041	\$73,041	\$76,693	\$76,693	\$78,227	\$78,227	\$79,792	\$79,792	\$81,388	\$81,388	\$82,201	\$83,024	\$83,854	\$84,692
Lieutenant	64793	\$64,793	\$66,737	\$69,406	\$72,877	\$76,520	\$76,520	\$80,346	\$80,346	\$84,364	\$84,364	\$86,051	\$86,051	\$87,772	\$87,772	\$89,527	\$89,527	\$90,423	\$91,327	\$92,240	\$93,163
Captain	71272	\$71,272	\$73,410	\$76,347	\$80,164	\$84,172	\$84,172	\$88,381	\$88,381	\$92,800	\$92,800	\$94,656	\$94,656	\$96,549	\$96,549	\$98,480	\$98,480	\$99,465	\$100,459	\$101,464	\$102,478
PERCENTAGE		0.00%	3.00%	4.00%	5.00%	5.00%	0.00%	5.00%	0.00%	5.00%	0.00%	2.00%	0.00%	2.00%	0.00%	2.00%	0.00%	1.00%	1.00%	1.00%	1.00%
Plus CPI Annually Min 2 / Max 3																					

APPENDIX D PAY STEP PLAN IMPLEMENTATION

APPENDIX D							
Rank	Employee	Current	0.05	COLA	New Pay	STEP	Hourly
CAPTAINS	Richardson	\$87,098	\$4,355	\$91,453	\$92,800	10	\$31.87
	Baughn	\$94,902	\$4,745	\$99,647	\$100,459	18	\$34.50
	Russell	\$90,447	\$4,522	\$94,969	\$96,549	14	\$33.16
ENGINEERS	Mayberry	\$70,325	\$3,516	\$73,841	\$76,693	10	\$26.34
	French	\$57,949	\$2,897	\$60,846	\$63,096	3	\$21.67
	Loud	\$75,887	\$3,794	\$79,681	\$79,792	14	\$27.40
	Hulett	\$61,967	\$3,098	\$65,066	\$66,251	4	\$22.75
	Tucker	\$58,677	\$2,934	\$61,611	\$63,609	3	\$21.84
	Morris	\$55,095	\$2,755	\$57,850	\$58,902	1	\$20.23
LIEUTENANTS	Edison	\$83,400	\$4,170	\$87,570	\$87,772	14	\$30.14
	Carter	\$67,267	\$3,363	\$70,631	\$72,877	4	\$25.03
	M. Morris	\$63,307	\$3,165	\$66,472	\$66,737	2	\$22.92
EMT	Gruhn	\$33,604	\$1,680	\$35,285	\$43,680	1	\$15.00
	Jordan	\$33,604	\$1,680	\$35,285	\$43,680	1	\$15.00
	Wilcox	\$33,604	\$1,680	\$35,285	\$43,680	1	\$15.00
	Watterson	\$33,604	\$1,680	\$35,285	\$43,680	1	\$15.00
	Clinton	\$33,604	\$1,680	\$35,285	\$43,680	1	\$15.00
	Wick	\$33,604	\$1,680	\$35,284	\$43,680	1	\$15.00
	Swanda	\$33,604	\$1,680	\$35,284	\$43,680	1	\$15.00
	New Hire	\$33,604	\$1,680	\$35,284	\$43,680	1	\$15.00
	New Hire	\$33,604	\$1,680	\$35,284	\$43,680	1	\$15.00
	PARAMEDIC	Burke	\$49,679	\$2,484	\$52,163	\$57,491	6
Dowie		\$61,036	\$3,052	\$64,087	\$65,945	14	\$22.65
Pikula		\$50,086	\$2,504	\$52,591	\$57,491	6	\$19.74
Ross		\$49,853	\$2,493	\$52,346	\$57,491	6	\$19.74
Powell		\$45,456	\$2,273	\$47,729	\$52,146	3	\$17.91
Lancaster		\$47,466	\$2,373	\$49,839	\$54,753	4	\$18.80
Youngman		\$45,282	\$2,264	\$47,546	\$52,146	3	\$17.91
Cook		\$45,835	\$2,292	\$48,127	\$52,146	3	\$17.91
Lee		\$45,660	\$2,283	\$47,943	\$52,146	3	\$17.91
Black		\$45,835	\$2,292	\$48,127	\$52,146	3	\$17.91
Morency		\$33,604	\$1,680	\$35,285	\$43,680	1	\$15.00
New Hire	\$33,604	\$1,680	\$35,284	\$43,680	1	\$15.00	
Total					\$1,959,918		

WITNESS our hands and seals this 1st day of February, 2022, in
Fernandina Beach, Florida.

CITY OF FERNANDINA BEACH



Mayor Michael A. Lednovich

ATTEST:



City Clerk Caroline Best

APPROVED AS TO FORM & LEGALITY:



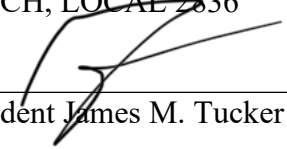
City Attorney Tammi E. Bach

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO ORGANIZED
FIRE FIGHTERS OF FERNANDINA
BEACH, LOCAL 2836

ATTEST:



Secretary-Treasurer Marcus O. Carter



President James M. Tucker