

**2024-2027  
COLLECTIVE BARGAINING AGREEMENT**



Entered into on this 1st Day of February 2024 between  
City of Niceville and Niceville Professional Fire  
Fighters Association, International Association of Fire  
Fighters, Local 5301

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## **ARTICLE 1**

### **Preamble**

#### **SECTION 1.**

This Agreement is entered into by and between the City of Niceville (hereinafter, the employer), and the Niceville Professional Firefighters Association, IAFF, Local 5301 (hereinafter, the Bargaining Unit Member).

#### **SECTION 2.**

This Agreement is primarily intended to promote the public interest in having, at all times available to them, the City of Niceville's fire and emergency services on the most efficient and economical basis that is practically achievable. It is contemplated that this agreement will serve the public interest by keeping costs at reasonable levels. It will ensure that Bargaining Unit Members will at all times be responsive to and make every reasonable effort to carry forward the employer's legitimate activities and functions with alacrity and dispatch. The Bargaining Unit Members will accept and promptly execute all lawful orders and instructions given to them by the employer. This agreement will define the employer's obligations to Bargaining Unit Members and the Bargaining Unit Member's obligations to the employer, with the goal of avoiding disputes due to misunderstandings. This agreement is also intended to provide a procedure for the resolution of any claim that the employer or a Bargaining Unit Member has regarding violations of this agreement.

## **ARTICLE 2**

### **Recognition**

#### **SECTION 1.**

The employer recognizes the Union as the sole and exclusive bargaining agent for those Bargaining Unit Members identified as included in the bargaining unit certified by the Florida Public Bargaining Unit Members Relations Commission in Case Number RA-2014-003.

## **ARTICLE 3**

### **Definitions**

#### **SECTION 1.**

All terms and definitions used throughout this Agreement will be consistent with the terms and definitions as set forth in Florida Statute, Title XXXI, Chapter 447, Part II, Chapter 447.203. For the purposes of this Agreement, the term "proper" shall be

defined as, "that which is fit, suitable, and correct" and the term "just" will be defined as "right; in accordance with the law." (Black's Law Dictionary)

## **ARTICLE 4**

### **Management Rights**

#### **SECTION 1.**

The Union and its members agree that the employer has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers of authority which the employer has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the employer. The rights of the employer, through its management officials, shall include, but shall not be limited to, the right to determine the organization of employer's government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the employer; to set standards for service to be offered to the public; to direct the employees of the employer, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the employer; to suspend, demote, discharge, or take other disciplinary action against Bargaining Union Members for proper cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job pay positions; to change or eliminate existing methods of operations, equipment or facilities.

#### **SECTION 2.**

The employer has the sole authority to determine the purpose and mission of the employer, to prepare and submit budgets to be adopted by the City Council.

#### **SECTION 3.**

The employer shall enforce and comply with the provisions of this Agreement so as not to violate the employer's City Charter or any Ordinance or Regulation thereof.

#### **SECTION 4.**

The exercise of such rights shall not preclude the Union from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement or any City Ordinance and/or Regulation or the City Charter.

## **SECTION 5.**

Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate and bargain over the impact of managerial decisions on all terms and conditions of employment set forth in this Agreement.

## **SECTION 6.**

Management shall use as guidelines set forth in various NFPA, NIOSH, OSHA, ANSI, Florida Statutes and City Ordinance in the management of the Fire Department.

## **ARTICLE 5**

### **Savings Clause**

## **SECTION 1.**

It is understood and agreed that all provisions of this Agreement are subject to, and must yield to, federal law, the laws of the State of Florida, as well as all other laws, regulations, enactments and directives having the force of law.

## **SECTION 2.**

Employer policies, rules, regulations, handbooks, and procedures shall yield to the provisions of the Agreement, but only in instances where there is a clear conflict between a policy provision and some express provision of this Agreement. This Agreement shall be interpreted so as to avoid such conflict whenever such an interpretation is reasonably possible.

## **SECTION 3.**

All employer enactments, policies, procedures, directives, rules or regulations currently in existence, or which may exist in the future, and which do not conflict with a term or provisions of this Agreement are recognized and approved, subject to the Bargaining Unit's ability to bargain over impact of changes enacted during the term of this Agreement.

## **SECTION 4.**

If any provision of this Agreement, or part of a provision, is declared or rendered null, void, or invalid through court action or by reason of legislation, the remainder of the Agreement shall otherwise remain in full force and effect.

**ARTICLE 6**  
**Union Business**

**SECTION 1.**

The employer will accept and fairly consider requests from Bargaining Unit Members for time to engage in Union business, on a case-by-case basis, with the understanding that the needs of the employer come first. The employer's judgment as to its operating needs at any time shall prevail. Permission for time to conduct Union business shall not be unreasonably withheld.

**SECTION 2.**

The employer, will make its negotiators available to engage in any bargaining that may become necessary, at times that are mutually convenient. The employer will take into consideration, in responding to requests for negotiations, the work obligations of any Bargaining Unit Member that the Union wishes to be present at bargaining, and shall endeavor to agree to meetings during their off-duty time.

**SECTION 3.**

The Union will be allowed to install a bulletin board at all City of Niceville fire stations, at the Union's expense. Such bulletin boards will be no larger than three (3) feet by three (3) feet, and will only be placed in the living quarters of these stations and the Bargain Unit Office. It is agreed and understood that materials that are derogatory, abrasive, abusive, intemperate in language, not related to Bargaining Unit business, or which are factually inaccurate, may not be posted. All notices posted on these bulletin boards will be approved by the Union President. The Union President shall check all bulletin boards at reasonable intervals to ensure that no unauthorized materials have been posted. Upon seeing such unauthorized materials or receiving notice that such materials have been posted on a union bulletin board, the Union President will cause such unauthorized postings to be immediately removed from the bulletin board.

**SECTION 4.**

The Union will be permitted to operate out of a lockable office including the right to secure storage of Union records and inventory, as well as the operation and maintenance of Union equipment. Lockable storage containers will be at Union expense. The Fire Chief, or his designee, will have access to this office in case of emergency.

**SECTION 5.**

The Union, its members, agents, or representatives, or any person acting on their behalf, are prohibited from soliciting employees during working hours and distributing literature to employees during working hours in the workplace in accordance with

Florida Statute 447.509. This section shall not be construed to prohibit members from discussing union business informally among themselves, so long as these discussions do not interrupt, delay, or otherwise interfere with the effective and proper service of the Department. In addition, these informal discussions shall, when possible, take place during off-duty hours.

## **ARTICLE 7**

### **DISCRIMINATION**

#### **SECTION 1.**

The Employer agrees not to discriminate against any Bargaining Unit Member for acting in behalf of, and/or for the membership in the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, sex, religion or national origin.

#### **SECTION 2.**

The Union agrees not to discriminate against any employee for non- membership in the Union or those Bargaining Unit Members indicating a desire to resign from the Union.

#### **SECTION 3.**

With respect to Union membership or activities, both parties will respect the right of the employees, regarding their membership and participation in activities or choice not to join and support Union activities as provided by Florida Statutes, Section 447.301.



## **ARTICLE 8**

### **Rules and Regulations**

#### **SECTION 1.**

The employer retains its right to make and enforce reasonable rules, regulations, and policies concerning all aspects of the employment relationship, so long as such rules, regulations, or policies do not conflict with some express provision of this Agreement.

#### **SECTION 2.**

1. Representatives of the Union will be allowed to provide nonbinding input into policy or rule changes during the term of this Agreement. The Union shall provide its input within 7 calendar days upon receiving the proposed policy or rule change. Union input shall not delay the implementation of the change and can occur after implementation of the change to the policy, rule, or regulation. Additionally, the employer retains the exclusive right to make all final decisions on promulgation and implementation of all rules, policies, standard operating guidelines, or regulations.

2. Bargaining concerning the impact of any rule or policy change, made pursuant to this Article, will occur if the Bargaining Unit Member presents a demand within 7 calendar days identifying the impact to be negotiated. A request for Union bargaining shall not delay the implementation of the change and can occur after implementation of the change to the policy, rule, or regulation. If the employer, implements the change before discussions are conducted, any changes regarding impact shall be retroactive.

#### **SECTION 3.**

Written rules and regulations will be kept up to date and made available on the employer's server for review. Fire Department Management will advise the members of any changes by department email.

## ARTICLE 9

### Access to Premises

#### **SECTION 1.**

The Union and its representatives, attorneys, agents and persons acting on its behalf shall have access to the employer's premises and work location and property, on the same basis, and subject to the same rules, policies, and limitations as are members of the general public. However, in an emergency situation as declared by the employer, no visitation will be allowed. Union meetings may be held at the City of Niceville Fire Department, 216 N. Partin Drive, Niceville, Florida 32578 provided they are conducted in a professional manner and do not disrupt or interfere with normal fire department operations. Union meetings are held on the first (1<sup>st</sup>) Monday of the month except for the month of September, which will be held on the first (1<sup>st</sup>) Tuesday.

## **ARTICLE 10**

### **No Strikes, Lockouts, or Interference with Operations**

#### **SECTION 1.**

The Union recognizes that strikes by public employees are prohibited by Article I, Section 6 of the Florida Constitution and Section 447.505, Florida Statutes. The Union does not assert and will not assert or advocate any right of Bargaining Unit Members to strike, slowdown, or otherwise hinder the employer's operations. No Bargaining Unit Member may participate in a strike against the employer by instigating or supporting, in any manner, a strike. The term "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities. (Florida Statute, Title XXXI, Chapter 447.203(6)) Any violator is subject to the penalties provided within Chapter 447.507, Florida Statutes.

#### **SECTION 2.**

The parties are cognizant of, and will fully and voluntarily comply with, all laws, regulations, directives and rules directed to the prevention of work stoppages or slowdowns by public Bargaining Unit Members in Florida.

#### **SECTION 3.**

The employer shall have all rights and remedies provided to it in this Agreement and this Article, in addition to, and not in lieu of, all other rights and remedies inuring to its benefit from any source whatsoever.

#### **SECTION 4.**

For and on behalf of each and every Bargaining Unit Member in the bargaining unit, the Union agrees that there shall not at any time be any strike, slowdown, work stoppage, hindrance, or interference with work of operations, or any form of concerted refusal to work or cessation of work, by the Union or any Bargaining Unit Member in the bargaining unit for any reason whatsoever, including but not being limited to, violations or claimed violations of this Agreement, or unfair labor practices, claimed or actual.

## **SECTION 5.**

The employer will not engage in any lockout of Bargaining Unit Members, meaning a refusal to permit the unit Bargaining Unit Members as a group to work in aid of a bargaining position or in support of any employer position as to wages, hours and working conditions.

## **ARTICLE 11**

### **Compensation**

## **SECTION 1.**

All personnel pay is based upon an hourly rate structure with the rate of pay being a function of the position held.

## **SECTION 2.**

Bargaining Unit Members will be paid on the same pay schedule as all City of Niceville employees. If the employer decides to change the pay schedule for all Niceville employees, Bargaining Unit Members will be allowed to address the impact on Bargaining Unit Members prior to implementation of the pay schedule. Pay will be by direct deposit only.

## **SECTION 3.**

To ensure swift and timely payment, all Bargaining Unit Members will ensure their bank account information is provided to the employer's HR Specialist. It is also the responsibility of all Bargaining Unit Members to ensure they keep their bank account information up-to-date with the employer's HR Specialist.

## **SECTION 4.**

The employer may deduct from a Bargaining Unit Member's pay the cost of any supplemental insurance and is authorized to pay the premiums on behalf of the Bargaining Unit Member for such insurance.

## **ARTICLE 12**

### **Pay Scale**

#### **SECTION 1.**

Bargaining Unit Members will be paid according to their rank and continuous years of service with the employer. If the city council approves an annual pay increase for all city employees, Bargaining Unit Members will receive the same pay rate increase as all other city employees and on the same schedule as all other city employees. Bargaining Unit Members will receive a seven percent pay increase (7%) for fiscal year 2024. The employer will provide notice to the Union in writing by August 31st of each year of any potential budgetary constraints that may result in Bargaining Unit Members not receiving a wage increase for the next fiscal year.

#### **SECTION 2.**

All Bargaining Unit Members are required to hold a current Florida State Certification as an Emergency Medical Technician (EMT), or be enrolled in an EMT class and complete the required State of Florida certification within the first 18 months of employment, to be hired and as a condition of continued employment.

#### **SECTION 3**

Upon promotion or transfer, salary rate of pay will remain the same or increase, but not decrease unless position change was due to a demotion action.

## ARTICLE 13

### Incentive Pay

#### **SECTION 1.**

1. With the successful completion of the following education and credentials, Bargaining Unit Members will receive the following incentive pays per fiscal year:

- A. Associates Degree (Career related) - \$600 per fiscal year
- B. Bachelor Degree, progressive (Career related) - \$720 per fiscal year
- C. Paramedic (Pre-ALS Certification)
  - Paramedic incentive pay will be paid weekly at a rate of \$2.74 per hour until ALS certification is achieved.
  - The effective date of this incentive pay is 1 January 2024
- D. Paramedic (Post-ALS Certification)
  - Paramedic pay will be included as part of the Bargaining Unit Member's base pay at a rate of \$2.74 per hour.
  - This pay will begin on the ALS certification date.

2. If the Fire Chief determines that certain Fire Instructor certifications are necessary and required, the Fire Chief will be solely responsible for determining which certifications and how many are required for the department. Certifications of the following Florida State Fire Service Certifications will be compensated annually as follows:

- A. Fire Instructor I - \$.14 per hour
- B. Fire Instructor II - \$.34 per hour (Progressive)
- C. Fire Instructors are required to teach a minimum of one class per calendar quarter in order to receive this incentive pay.

3. If the Fire Chief determines that certain Rescue Specialist certifications are necessary and required, the Fire Chief will be solely responsible for determining which certifications and how many are required for the department. If the Fire Chief determines Rescue Specialist certifications are necessary, the following Florida State Fire Service Certifications will be compensated annually as follows:

- A. Rope: Ops \$.07 per hour, Tech \$.10 per hour (Progressive)
- B. Trench: Ops \$.07 per hour, Tech \$.10 per hour (Progressive)
- C. Confined Space: Ops \$.07 per hour ; Tech \$.10 per hour (Progressive)
- D. Motor Vehicle Rescue: Ops \$.07 per hour; Tech \$.10 per hour (Progressive)
- E. Collapse: Ops \$.07 per hour ; Tech \$.10 per hour (Progressive)
- F. Hazmat: Ops \$.07 per hour ; Tech \$.10 per hour (Progressive)

4. It is the responsibility of each Bargaining Unit Member to keep their certifications current with the employer's HR department. The employer will be responsible for paying for required CEU's and fees for recertification, unless the certification lapse due to the Bargaining Unit Member's misconduct, negligence, or carelessness. Any Bargaining Unit Member that does not maintain their certifications will immediately lose their incentive pay until the certification is renewed.

5. The employer and union agree that Bargain Unit Members must remain proficient in the technical skill for which they are receiving an incentive. The Bargaining Unit Member is required to maintain certification currencies to receive any incentive. Should a Bargaining Unit Member refuse to perform a duty in which they are being compensated, the employer reserves the right to terminate incentive pay. Following termination of pay the Bargaining Unit Member may request reinstatement after a period of 12 months to the Fire Chief.

6. With the exception of the educational incentive pay listed in Section 1 above, payment of all incentive pays listed in this Article will begin on the date this Agreement is signed by both parties.

## **ARTICLE 14**

### **Overtime**

#### **SECTION 1.**

All overtime hours, which are approved by the Fire Chief or his designee, shall entitle the Bargaining Unit Member to overtime pay at the rate of one and one half (1½) times the regular rate of pay for time worked. Overtime rate will be used for all hours over 53 during a pay period. Overtime will be dictated by the needs of the employer.

#### **SECTION 2.**

The Fire Chief, or his designee, has the authority to direct Bargain Unit Members to remain on duty after the Bargaining Unit Member's shift has ended in order to ensure minimum manning. All Bargaining Unit Members covered by the terms of this Agreement who are required to fulfill this mandatory overtime shall be compensated at a rate of one and one half (1½) times the regular rate of pay for time worked. They will be compensated from the time their shift ends until the time they are released, or a minimum of one (1) hour. If mandatory overtime extends to the Bargaining Unit Member's normal duty day, the Bargaining Unit Member will receive straight time for the duty day hours worked.

## **ARTICLE 15**

### **Call Back Pay**

#### **SECTION 1.**

All Bargaining Unit Members covered by the terms of this Agreement who are called back to work from off-duty shall be compensated at a rate of one and one half (1½) times the regular rate of pay for time worked. They will be compensated from the time they report until the time they are released, or a minimum of one (1) hour. If a call back extends to the Bargaining Unit Member's normal duty day, the Bargaining Unit Member will receive straight time for the duty day hours worked. This compensation rate is conditional on the Bargaining Unit Member working all regularly scheduled hours for that pay period.

#### **SECTION 2.**

All Bargaining Unit Members covered by the terms of this Agreement will be paid in accordance with Article 14 when overtime work or emergency overtime work is authorized for a natural disaster, an extraordinary event, or for deployment in support of a state mutual aid request, except that in the circumstance that the emergency overtime work is performed outside of the City of Niceville, authorized overtime work hours will be dictated by the needs of the mission to which the City of Niceville Emergency Operations Center Commander has agreed to support.



## **ARTICLE 16**

### **Working Out of Classification**

#### **SECTION 1.**

Any Lieutenant performing the duties and responsibilities of a rank of Battalion Chief for a period of five (5) consecutive 48-hour shifts or more, shall be paid a ten-percent (10%) differential. This will commence on the sixth (6<sup>th</sup>) shift, retroactive to the first (1<sup>st</sup>) shift of reclassification.

#### **SECTION 2.**

Any engineer performing the duties and responsibilities of a rank of Lieutenant for a period of five (5) consecutive 48-shifts shifts or more, shall be paid eight-percent (8%) differential This will commence on the sixth (6<sup>th</sup>) shift, retroactive to the first (1<sup>st</sup>) shift of reclassification.

#### **SECTION 3.**

Any firefighter performing the duties and responsibilities of a rank of Engineer for a period of five (5) consecutive 48-hour shifts or more, shall be paid a five-percent (5%) differential This will commence on the sixth (6<sup>th</sup>) shift, retroactive to the first (1<sup>st</sup>) shift of reclassification.

## **ARTICLE 17**

### **Holidays**

#### **SECTION 1.**

Bargaining Unit Members will be allowed to recognize any holidays that the employer decides to observe and recognize for other city employees.

#### **SECTION 2.**

In addition to regularly scheduled holidays, Bargaining Unit Members may take eight (8) consecutive hours off for their birthday. The actual day the Bargaining Unit Member takes off should be at their option, but must be within 7 calendar days prior to their actual birth date, or 7 calendar days immediately following their actual birth date otherwise this gift will be forfeited. Additionally, this time off will be granted as long as scheduling conflicts do not occur and the day is approved by the Fire Chief or his designee.

#### **SECTION 3.**

Bargaining Unit Members who work regularly scheduled hours on a holiday, as defined in Section 1 of this Article, will be paid an overtime rate of two and one-half (2½) times their hourly rate for each hour worked on the holiday. Bargaining Unit Members who are not scheduled to work on a holiday will earn ten (10) hours of PTO for that holiday. Actual holiday - Day that is worked is paid instead of City observed day.

#### **SECTION 4.**

Patriots day (9/11)- Although Patriots Day is not a federally recognized holiday, the employer recognizes the importance of Patriots Day and will treat it as a down day. Bargaining Unit Members will participate in local events and ceremonies commemorating September 11, 2001. Observation of Patriot's Day is not a recognized holiday, and thus, no additional overtime or holiday pay will be authorized.

## **ARTICLE 18**

### **Pension and Retirement**

#### **SECTION 1.**

The employer currently has established its Retirement Plan with the Florida Retirement System (FRS). Any Bargaining Unit Member hired after October 1, 2023 will participate in whatever plan the City is currently enrolled in at time of hire.

#### **SECTION 2.**

In the event the employer chooses to change retirement plans, all current Bargaining Unit Members enrolled in the FRS plan will have the option to stay in FRS or transfer to the new plan at the time of implementation.

## **ARTICLE 19**

### **Dues Check-Off**

#### **SECTION 1.**

Subject to the restrictions set forth in Section 447.303, Florida Statutes, the employer agrees to deduct from the pay of those Bargaining Unit Members in the bargaining unit who authorized such deduction by way of a written wage assignment, properly written and executed and delivered to the employer, and transmit to the Union, the amount of the Union dues which are uniformly charged by the Union to all members of the unit.

#### **SECTION 2.**

The employer shall be obliged to take no more than one (1) months dues from any Bargaining Unit Member's pay during any single week.

#### **SECTION 3.**

The employer shall deduct dues once a month. If the Bargaining Unit Member involved has insufficient pay coming to him with respect to that pay period to cover the full amount of dues charged, the employer shall have no obligation with respect to that Bargaining Unit Member.

#### **SECTION 4.**

The employer shall not, under any circumstances, be required to deduct more than one (1) months dues from the pay of any Bargaining Unit Member. There shall be no obligation to make deductions in order to pay individual dues in arrears, even if the arrears are due to past honest error on the employer's part.

## **SECTION 5.**

The Union agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the Union from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him at the regular time the dues are to be deducted from which to make such deduction. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, including reasonable attorney's fees, which may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

## **SECTION 6.**

It shall be the Union's obligation to keep the employer at all times informed, by certification of a responsible union official, of the amount of Union dues deductible from the Bargaining Unit Member's pay and the employer will accept such certification and be entitled to rely upon its accuracy.

## **SECTION 7.**

The employer's monthly transmission of dues and assessments money to the Union will be accompanied by a list of names of Bargaining Unit Members affected, and the amount transmitted with regard to each, based on authorizations contained in each Bargaining Unit Member's file. These deductions will continue until stopped in writing by the Bargaining Unit Member, with thirty (30) days advance notice to the Union and employer.

## **SECTION 8.**

The employer will not deduct or transmit to the Union at any time any monies representing fines, fees, or penalties.

## **SECTION 9.**

The obligation to commence making deductions on account of any particular authorization shall become effective with respect to the calendar month following the month in which the employer receives the authorization.

## **ARTICLE 20**

### **Medical Insurance**

#### **SECTION 1.**

The medical insurance plans that will be provided to Bargaining Unit Members will mirror the coverages and costs that the employer has in place for all Niceville city employees. During the term of this contract, the employer will pay no less than 70% of the annual premium for dependent coverage, and 100% for individual coverage on the employer's basic plan.

#### **SECTION 2.**

The Bargaining Unit Member's cost of the premium is to be deducted from their regular salaries and wages (pay) on a weekly basis (max of 4 times per month).

#### **SECTION 3.**

Upon retirement those Bargaining Unit Members with 20 or more years of continuous full-time service with the City are entitled to remain on the Employer's Group Health Insurance Plan. Responsibility for Bargaining Unit Member premiums are as follows: 20-25 years, Bargaining Unit Member pays entire premium; 25-30 years, Bargaining Unit Member pays half of the (50%) premium, and the employer pays half (50%) of the premium. For Bargaining Unit Members with over 30 years of service to the City of Niceville, the employer pays the entire premium. Bargaining Unit Members are responsible for the entire premium for eligible dependents.

## ARTICLE 21

### Life Insurance

#### **SECTION 1.**

The employer shall provide a minimum of two hundred percent (200%) of each individual's current annual salary for life Insurance protection for each paid Bargaining Unit Member, max \$150,000. The employer shall pay one hundred percent (100%) of the total cost of the premium.

## **ARTICLE 22**

### **Paid Time Off**

#### **SECTION 1.**

Full time Bargaining Unit Members shall start to earn Paid Time Off (PTO) as of their first (1<sup>st</sup>) day of employment. However, no PTO may be taken during a new Bargaining Unit Member's first 90 calendar days of employment, except during a verified emergency situation of the Bargaining Unit Member. The Fire Chief or his designee must approve the emergency leave. Upon returning to work the Bargaining Unit Member will provide supporting documentation of the emergency. PTO shall not be authorized prior to the time it is earned and credited to the Bargaining Unit Member.

#### **SECTION 2.**

1. All forty-eight (48) hour full time shift Bargaining Unit Members will accrue paid time off (PTO) every month according to the following schedule:

- a. <7 full years of service – 23 hours per month
- b.  $\geq$ 7 full years of service or more – 30 hours per month

2. Bargaining Unit Members with more than one (1) year of service who are terminated, resign, or are laid off will be paid for unused PTO (max 480 hrs.) accrued at time of termination as follows:

- a. 240 hours of PTO balance for Bargaining Unit Members terminating at 1-7 years of service.
- b. 360 hours of PTO balance for Bargaining Unit Member's terminating at 8-14 years of service.
- c. 480 hours of PTO balance for Bargaining Unit Member's terminating at 15 plus years of service.

3. As set forth in the employer's employee handbook, Bargaining Unit Members will provide a minimum of 14 days' notice prior to resignation. Upon such notification, if the employer decides to terminate employment immediately, employer will pay the Bargain Unit Member the 14 days of pay. Failure of a Bargaining Unit Member to provide this required notice will result in denial of payment of any accrued PTO. PTO may not be used during this two-week notice period.

4. A Bargaining Unit Member who wishes to take earned PTO will schedule the leave as far in advance as possible. Except in the case of an emergency, PTO request(s) shall be submitted to the Lieutenant or Shift Supervisor no more than ninety (90) days prior to and no less than forty-eight (48) hours prior to the start date of the requested PTO. The Fire Chief or his designee, must approve all PTO. PTO will not be unjustly denied.

### **SECTION 3.**

PTO will be at the Bargaining Unit Member's regular rate of pay. Once per calendar year, a Bargaining Unit Member will be able to sell up to 96 hours of PTO back to the employer at 75% of his/her hourly rate. Bargaining Unit Members must retain a minimum of 144 hours of PTO after selling any PTO. All requests must be submitted after November 15th and no later than November 30th, and will be paid out no later than the second week of December.

### **SECTION 4.**

Effective October 1, 2023 current Annual Leave will be converted to PTO. Current sick leave will be frozen and may only be used for sick leave until depleted. Sick leave will no longer accrue. If a Bargaining Unit Member is calling in sick and is going to use their accumulated sick leave or PTO, the Bargaining Unit Member must:

- a. Notify their Supervisor or the On-Duty Officer a minimum of one (1) hour prior to shift change if calling in sick. Failure to do so will result in the loss of PTO and may result in disciplinary action being taken against the Bargaining Unit Member. The Bargaining Unit Member will fill out a sick leave or PTO request for the time used as soon as they return to duty.

### **SECTION 5.**

If and whenever the use of sick leave is, or appears to be, abused, the Bargaining Unit Member requesting sick leave will be required to furnish acceptable proof of the necessity for the use of sick leave. Use of sick leave on false claims of illness or injury, or falsification of documents justifying sick leave shall subject the Bargaining Unit Member to disciplinary action up to and including termination.

### **SECTION 6.**

Upon termination or resignation, no pay will be received for unused sick leave hours. In the event of the death of a Bargaining Unit Member, unused PTO will be paid to their beneficiary up to the maximum of 800 hours.



## **SECTION 7.**

When Bargaining Unit Members agree to PTO coverage, and the Bargaining Unit Member who agreed or obligated himself to cover another Bargaining Unit Member's PTO is unable to report for duty or leaves early due to sickness or other circumstance, that Bargaining Unit Member must provide a doctor's excuse. If that Bargaining Unit Member is unable to provide a doctor's excuse, disciplinary action may be taken. The other Bargaining Unit Member who originally made the PTO request will be charged authorized leave for his absence. In the meantime, the Department will ensure the shift is covered in accordance with Article 26, Minimum Staffing.

## **ARTICLE 23**

### **Education**

#### **SECTION 1.**

1. If the employer requests or requires any Bargaining Unit Member to attend a career specific class or school, the employer will pay the cost of tuition and all associated costs.
2. If a Bargaining Unit Member wants to attend a career specific class, the Bargaining Unit Member shall receive time off to attend the class subject to the approval of the Fire Chief or his designee.
3. The Fire Chief or his designee's approval to attend classes or school shall not be unjustly denied.
4. The employer will not pay overtime for Bargaining Unit Members to go to a class or school unless authorized by the Fire Chief or his designee.
5. Only one (1) Bargaining Unit Member-per shift may be absent from duty at a time due to educational reasons. A minimum manning of three (3) Bargaining Unit Members per shift must be maintained. If a Bargaining Unit Member is missing from a shift, then the Bargaining Unit Member attending class must arrange for a duty swap in order to attend class.
6. Procedures for receiving education funds:
  - A. Bargaining Unit Members must have the course approved by the Fire Chief, or his designee, prior to applying for the course.
  - B. Bargaining Unit Members must have an approved Purchase Order (PO) issued at time of course enrollment.
  - C. Upon completion of the course with a letter grade of "C" or higher, or a course completion certificate for courses that are not graded, the Bargaining Unit Member will provide proof of completion to the employer. If the course is not successfully completed for any reason, the cost of the class will be reimbursed by the Bargaining Unit Member to the employer within 60 days. The proof will be maintained in the employer's records.
  - D. The employer will provide no more than one thousand dollars (\$1,000.00) per fiscal year for each Bargaining Unit Member for any voluntary career related educational reimbursement purposes, compliant with all the requirements of this section. These funds can be used for seminars, classes, or conferences.

If Bargaining Unit Members do not use this educational incentive it will be returned/retained by the employer.

- E. The employer will be responsible for funding any tuition, books, recertification, travel, lodging, and per diem for any classes, conferences, or seminars directed or supported by the employer.
- F. Bargaining Unit Members attending EMT or Paramedic Courses will have priority for education opportunities.
- G. Bargaining Unit Members who successfully complete Paramedic school, paid for by the employer, will be committed for two years of service to the employer beginning upon completion of the program. Upon leaving the employer prior to completing the required two years, the Bargaining Unit Member will be responsible for repaying the employer for the cost of this course. Failure to pass the class or obtain Florida State Paramedic certification within 6 months of class completion will require the Bargaining Unit Member to repay the employer for the full cost of this course within one year. Repayment will begin within 60 days and will be directly debited from the Bargaining Unit Member's paycheck over the course of 12 months.
- H. Personal purchase of classes will be avoided if possible, and if necessary, funds will be reimbursed with the approval of the Fire Chief or his designee.

## **ARTICLE 24**

### **Court/Jury Leave**

#### **SECTION 1.**

Time off with pay will be authorized so that Bargaining Unit Members may perform their civil obligations while on jury duty or while appearing as a necessary witness to a legal proceeding. The pay will be compensated at a regular rate of pay. While on jury duty, the Bargaining Unit Member will receive their full pay from the City. Proof of serving on a jury or as a necessary witness must be provided to the employer. The employer will not pay Bargaining Unit Members for service as a witness when called on behalf of the Union or any Bargaining Unit Member within the bargaining unit in lawsuits or civil (administrative) proceedings against the employer or for personal civil or criminal action summons not involving the employer.

#### **SECTION 2.**

If on duty, the Bargaining Unit Member will forfeit all compensation they receive for performing jury duty to the employer. The Bargaining Unit Member will return to duty within a timely manner after being released from jury duty.

## **ARTICLE 25**

### **Military Leave**

#### **SECTION 1.**

Military leave shall be granted to Bargaining Unit Members in accordance with applicable state and federal laws.

## **ARTICLE 26**

### **MINIMUM STAFFING**

#### **SECTION 1.**

The employer agrees to provide minimum staffing for firefighting apparatus in active service. In order to provide a minimum level of safety to personnel, fire apparatus in service shall be staffed with no less than:

1. 3 persons assigned per aerial, quint, or pumper unit
2. 2 persons assigned per rescue

#### **SECTION 2.**

If sufficient personnel are not available to meet minimum staffing requirements for all apparatus the rescue can be taken out of service to fully man the fire suppression apparatus.

#### **SECTION 3.**

All fire suppression apparatus will be staffed with 1 lieutenant or step up lieutenant, 1 engineer or step up engineer, and a minimum of 1 firefighter. In the event that these positions cannot be filled with the stated personnel, any Chief Officer may be used in any of the three capacities.

## **ARTICLE 27**

### **Work Day**

#### **SECTION 1.**

Every day except Saturday, Sunday and holidays will be a normal duty day. Saturday, Sunday and holidays will be down days and subject to down time in accordance with Section 4.

#### **SECTION 2.**

The duty day will normally extend from 0700 hours until 1600 hours except on days when there is department training scheduled or other departmental duties must be performed. During these times, the duty day will be extended until all training or duties have been completed.

#### **SECTION 3.**

Bargaining Unit Members are required to participate in a Fitness, Health & Aerobics Exercise program one hour per duty day, with the understanding that the needs of the employer come first.

#### **SECTION 4.**

Times outside of the specified duty day are considered down time. Down time requires readiness to respond to emergency calls is assured, the fire station is in order, and station duties are complete. During down time no specific duties are assigned and members are permitted, within the confines of fire department policies, SOGs, etc., to self-determine activities. Examples of self-determined activities include, but are not limited to: self-study, working out, reading, eating, resting, devotional time, meditation, and general recreation.

## **ARTICLE 28**

### **Tour of Duty**

#### **SECTION 1.**

Bargaining Unit Members shall work the following schedules: Regular full-time 48-hour shift members shall work a 48 hour on-duty shift, and 96 hours off-duty. The starting time for 48-hour shifts shall be 0700.

#### **SECTION 2.**

A standard duty day for regular full time 48-hour shift members will be from 0700 to 1600 with a one (1) hour break for lunch. Down time for 48-hour shift members shall be defined as the time after 1600 Monday through Friday, and all-day Saturday and Sunday, and on Holidays as set forth by this Agreement, except to maintain the apparatus, equipment, and staffing in a state of readiness, to ensure the fire station is in order, to respond to emergencies, or to provide services at special events, or any unforeseen circumstances. When possible, notification of special events should occur 96 hours prior to the event

#### **SECTION 3.**

A shift that is on a forty-eight (48) hour tour may be afforded the opportunity to get 6 hours of sleep on the first night of the shift. It is the responsibility of all Bargaining Unit Members to go to bed at a reasonable hour to ensure all Bargaining Unit Members are alert and well rested. If in the event that excessive or prolonged duties or emergency responses significantly impact regular sleeping hours, the Fire Chief or his designee may allow for extended sleep or rest periods to ensure optimum readiness to respond to emergencies.

## **ARTICLE 29**

### **Trade Time**

#### **SECTION 1.**

Full time Bargaining Unit Members shall have the right to exchange shift assignments (trade time), as long as the change does not adversely affect the operation of the City of Niceville Fire Department, and provided the Fire Chief, or his designee, has been notified in advance and approves the exchange. Such approval shall not be unreasonably withheld. Trade time requests shall be submitted no less than 24 hours prior to the change date and time; exceptions will be addressed on a case-by-case basis with approval by the Fire Chief or his designee. All time trades must be repaid within six months. Compensation for the above exchange shall rest exclusively with the two Bargaining Unit Members agreeing to the exchange. The employer will not pay any additional overtime rates for these shift assignment exchanges. Additionally, no obligation shall be placed upon the employer for repayment of time voluntarily traded or repaid between Bargaining Unit Members.

#### **SECTION 2.**

Trade time is defined as any period of time exchanged between two Bargaining Unit Members of the City of Niceville Fire Department. The phrase "Trade Time" is also synonymous with the following phrases: Shift exchange, Standby duty, and swap time.

#### **SECTION 3.**

Firefighters can swap with other Firefighters from other shifts within the City of Niceville Fire Department. Lieutenants can swap with other Lieutenants and engineers approved to step up within the Department. Engineers may swap with both Firefighters and Lieutenants within the Department as long as a Lieutenant or Engineer is approved to step up is on duty. Probationary Firefighters cannot swap with other Firefighters during the first six (6) months of employment with the City of Niceville Fire Department unless otherwise approved by the Fire Chief.

#### **SECTION 4.**

When Bargaining Unit Members agree to trade time, and a Bargaining Unit Member who agreed or obligated himself to cover another Bargaining Unit Members trade-time is unable to report for duty or leaves early due to sickness or other circumstance, that Bargaining Unit Member must provide a doctor's excuse. If that Bargaining Unit Member is unable to provide a doctor's excuse, disciplinary action may be taken. The other Bargaining Unit Member who originally made the trade-time request will be charged authorized leave for his absence. In the meantime, the Department will ensure the shift is covered in accordance with Article 26, Minimum Staffing.



## **SECTION 5.**

Bargaining Unit Members may not financially compensate another Bargaining Unit Member for a swap in lieu of swapping shifts.

## **ARTICLE 30**

### **Light Duty**

## **SECTION 1.**

Bargaining Unit Member's will be granted light duty status in cases of temporary injury, subject to the approval of the Fire Chief or his designee. Request for light duty status will not be unreasonably denied. Request for light duty must be accompanied by written documentation from a medical physician justifying the light duty. The light duty status will not exceed two hundred and forty (240) hours, unless approved by the Fire Chief or his designee. The Fire Chief or his designee will determine the duties to be accomplished during a period of light duty.

## **SECTION 2.**

In the event a Bargaining Unit Member sustains an injury or illness so extensive on the job that the Bargaining Unit Member is ineligible for the opportunity for light duty, and the Bargaining Unit Member is eligible for worker's compensation as a consequence of the injury or illness, the Bargaining Unit Member may use their accumulated sick leave, and their accumulated Paid Time Off (PTO) in order to receive full salary.

## **ARTICLE 31**

### **Work Conditions**

#### **SECTION 1.**

The employer agrees to these working conditions:

- A. Occasional family visiting privileges between the hours of 4 PM and 9 PM will be allowed. Brief visitation outside these hours will be permitted as approved by the Fire Chief or his designee. Bargaining Unit Members will be responsible for the conduct of all visiting family members
- B. Phone privileges - the City phone and calls must always take priority.
- C. Right to carry personal cell phones on duty
- D. Right to access the station's internet access via wi-fi, as available, for personal devices. All Bargaining Unit Members must follow all employer computer use policies. Failure to do so will result in access being denied for that Bargaining Unit Member.
- E. Store visitation privileges (limited to one special trip per 24-hour period.)
- F. Recreational privileges – Music may be played in the gym, but the volume must be maintained at a level that cannot be heard outside of the gym when the doors are closed. Additionally, music which contains vulgar, racist, or sexist language is prohibited from being played in the gym.
- G. Beds
- H. Use of approved facilities while not on duty.
- I. Right to display union insignia on vehicles up to three-inch sticker on glass.
- J. Study privileges during working hours as approved by the Fire Chief or his designee.

#### **SECTION 2.**

Bargaining Unit Members may wash and dry work-related items at the fire station.

## **ARTICLE 32**

### **Vacancies**

#### **SECTION 1.**

The employer maintains the exclusive right to fill all vacancies within the Niceville Fire Department whenever and by whatever means it believes is best for the operation of the employer and the fire department.

## **ARTICLE 33**

### **Promotions**

#### **SECTION 1.**

The employer will establish clear promotional testing criteria so that all eligible personnel will have the opportunity to prepare for the applicable test. The employer will make every effort to make testing fair and provide verbal and visual aids, if necessary. The employer agrees that the factors and weight assigned to each factor considered during the process for determining a promotion will be disseminated in a reasonable period prior to the administration of the testing process. A written notice will be posted at all Niceville fire stations no less than 45 days prior to any promotional testing. Said notice will include the minimum qualifications, application procedures, deadline for submission of applications, and an outline of the promotional process.

#### **SECTION 2.**

In order to ensure that all Bargaining Unit Members know what the requirements and qualifications are to achieve the next higher rank, all qualifications for all ranks within the Fire Department will be published in the Fire Department SOGs.

#### **SECTION 3.**

Newly promoted Bargaining Unit Members will serve a probationary period of six (6) months. The promotional probationary period is for the evaluation of the Bargaining Unit Member's performance and ability to perform new job duties. If a Bargaining Unit Member serving a probationary period incurred as a result of a promotion is found to be unqualified to perform the duties of the higher position, they will be returned to their former position and status held immediately prior to the promotion (however, this shall not be construed as a limitation on, or waiver of, the employer's right to discipline or terminate such a probationary promoted Bargaining Unit Member).

## **ARTICLE 34**

### **Discharge/Probation Period**

#### **SECTION 1.**

1. During the first year of regular employment with the employer, the Bargaining Unit Member shall be probationary, meaning in part that they are subject to discipline, up to and including dismissal without recourse through the grievance process outlined in Articles 53 and 54 of this Agreement.
2. A Bargaining Unit Member's probationary period may be extended if determined appropriate by the Fire Chief or his designee.
3. Probationary Bargaining Unit Members are subject to discipline up to and including dismissal without recourse to the grievance process defined at Articles 53-54. This limitation of grievance rights shall only apply to Bargaining Unit Members who are in their initial employment probationary period. Probationary Bargaining Unit Members may be granted leave and trade time on a case-by-case basis as approved by the Fire Chief or his designee.
4. Bargaining Unit Members who are placed on demotional or promotional probation for proper cause will enjoy all rights of a regular Firefighter and will be allowed swap time.
5. Probationary Bargaining Unit Members shall be vaccinated for Hepatitis B at no cost to the Bargaining Unit Member.

## **ARTICLE 35**

### **Layoffs**

#### **SECTION 1.**

In the event of a reduction in force, the employer will consider a number of relevant factors in determining the selection of Bargaining Unit Members for layoff. In determining the identity of Bargaining Unit Members displaced by a reduction in force, the public interest will be of prime importance. Other factors to be considered in determining a reduction in force include training and experience, Bargaining Unit Member's overall performance record, evaluation record, and seniority. As between two (2) Bargaining Unit Members, if all of the above factors are relatively equal, then the Bargaining Unit Member performance evaluations shall prevail.

#### **SECTION 2.**

Recall will be in reverse order of lay-off. The employer will hire no new Bargaining Unit Member until all laid-off Bargaining Unit Members of the bargaining unit are offered recall.

## **ARTICLE 36**

### **Seniority**

#### **SECTION 1.**

Seniority is defined as continuous service with the employer and is that time actually spent on active payroll plus those periods specified in Section 2 of this Article. The seniority date shall be a Bargaining Unit Member's last date of hire, and it is agreed that the seniority provisions of this Agreement shall not apply to Bargaining Unit Members who have not completed their initial probationary period. Upon the satisfactory completion of the probationary period, the Bargaining Unit Member will be entered on the seniority list as of the original date of hire.

#### **SECTION 2.**

In computing a Bargaining Unit Member's seniority, the following periods of employment time shall be included in the computation:

1. Approved leaves of absence
2. Any holiday recognized in this agreement
3. Vacation periods
4. Periods of temporary layoff for a regular Bargaining Unit Member up to one year
5. Periods of illness or accident up to one (1) year
6. Periods of service in the Armed Forces of the United States of America
7. Pregnancy

#### **SECTION 3.**

Unless otherwise stated, a Bargaining Unit Member shall be terminated and shall lose all accumulated seniority if they:

1. Voluntarily quit with or without giving prior notice to the employer
2. Are discharged for proper cause
3. Have been continuously laid off for a period of more than two (2) years
4. Failure to return to work within one hundred twenty (120) hours after receipt of notification to return to work by certified mail at their last known address shown in the employer's records
5. Failure to return to work at the end of any period specified in Section 2, unless the Bargaining Unit Member has notified the Fire Chief or his designee of their unavailability to return and the Fire Chief or his designee has agreed, in writing to extend the Bargaining Unit Member absence from work.

#### **SECTION 4.**

In the event the employer subsequently rehires a Bargaining Unit Member who has lost their accumulated seniority, they shall be considered as a new Bargaining Unit Member for all purposes under this Agreement.

#### **ARTICLE 37**

##### **Personnel Files**

#### **SECTION 1.**

All Bargaining Unit Members covered by this Agreement shall have access to their individual Personnel Information Files (PIF) in accordance with Chapter 119, Florida Statutes.

#### **ARTICLE 38**

##### **Letters of Reprimand**

#### **SECTION 1.**

The personnel records of Bargaining Unit Members in the bargaining unit, like all other records maintained by the employer, are the property of the employer, although they may be subject to laws as to their inspection and/or use. The employer's right to place materials in its files is unrestricted.

#### **SECTION 2.**

The Letter of Reprimand will be placed in the individual's Personnel Information File (PIF) and will become a part of the record for duration not to exceed the specifications of the General Records Schedule for Fire Departments (Schedule GS8) or the requirements as published by the State of Florida, Secretary of State. Bargaining Unit Members shall have the right to attach a statement to the letter of reprimand if it is contested.

## **ARTICLE 39**

### **Performance Evaluation**

#### **SECTION 1.**

Written performance evaluations will be conducted, at a minimum, annually on the Bargaining Unit Member's anniversary month. This written performance evaluation may also be utilized when a Bargaining Unit Member performs in an exceptional manner or has proven substandard work performance.

#### **SECTION 2.**

The employer will provide a performance evaluation form that will cover the following areas: job understanding, job performance, job productivity, dependability, cooperation, and an overall performance rating. Rating categories will range from unsatisfactory, fair, satisfactory, and good to excellent. A general comment section will be provided for documentation on Bargaining Unit Member's signature and the reviewing officer's signature.

#### **SECTION 3.**

Longevity and a positive evaluation may both lead to promotions which lends itself to a higher compensation.

#### **SECTION 4.**

The rank of Lieutenant will be the lowest rank held by a Bargaining Unit Member authorized to conduct a Bargaining Unit Member performance evaluation.

#### **SECTION 5.**

Each Battalion Chief will perform an evaluation on their lieutenants. The Fire Chief will review all evaluations.



## **ARTICLE 40**

### **Volunteer Firefighting/Outside Emergency Service Agency Employment**

#### **SECTION 1.**

1. Bargaining Unit Members may volunteer for other organizations as long as the Federal Fair Labor Standards Act does not require the employer to compensate Bargaining Unit Members with overtime pay due to their volunteer relationships elsewhere.
2. Bargaining Unit Members' volunteer status with other organizations does not exempt them from the employer's Recall or Personnel policies.
3. Any Bargaining Unit Member that volunteers or is employed by any outside Emergency Service Organization shall provide to the employer, a written statement from the outside Emergency Service Agency stating that they understand the employer is the Bargaining Unit Member's primary employer and will immediately release the Bargaining Unit Member if they are recalled by the employer.

## **ARTICLE 41**

### **Outside Activities**

#### **SECTION 1.**

Bargaining Unit Members shall at all times understand that they are representatives of the employer while on-duty and during off-duty time. As Bargaining Unit Members are representatives of the employer, they will at all times conduct themselves in such a manner as to avoid discredit or embarrassment, directly or by association, to be brought upon the employer, and will avoid unfavorable publicity to the employer. The failure of a Bargaining Unit Member to comply with the provisions of this section will result in disciplinary action being taken, up to and including termination. Nothing herein shall be construed to inhibit the freedom of speech or right of Bargaining Unit Members and Union representatives to comment on wages, hours and working conditions.

#### **SECTION 2.**

1. In any instance where the Bargaining Unit Member is engaged in outside employment during off-duty time, it is recognized that the Bargaining Unit Member's primary obligation shall continue to be to the employer, and the Bargaining Unit Member shall arrange their affairs accordingly.

2. At no time, whether on-duty or off-duty, will Bargaining Unit Members use employer purchased and owned facilities, vehicles, motorized equipment, power tools, or consumable supplies and materials for their outside employment or personal use. Non-motorized equipment and non-powered tools may be used occasionally for personal use, but not for a Bargaining Unit Members outside employment, if approved by the Fire Chief or his designee. Any equipment or tools which are approved for personal use must be returned during the Bargaining Unit Member's next shift, and must be returned in the same condition it was in when it was borrowed. Bargaining Unit Members will be financially liable for any damage or loss of employer equipment or tools. No equipment or tools may be borrowed if it will take a fire department vehicle out of service.

3. A Bargaining Unit Member will not perform any duties or tasks associated with their outside employment during their duty day (0700-1600). Bargaining Unit Members may not transact face-to-face business on employer property or with employer equipment.

## **ARTICLE 42**

### **Personal Appearance**

#### **SECTION 1.**

All Bargaining Unit Members shall be neat and clean in appearance and hygiene, and shall maintain their uniforms and equipment in good order ready for immediate use. A high standard of personal appearance is required of all Bargaining Unit Members. The choice of hairstyle, sideburns, and mustaches is an individual decision and includes a wide variety of acceptable choices provided choices are maintained in a neat and clean manner. Facial hair will comply with the requirements of 29 CFR 1910.134 – Respiratory Protection. The Fire Chief, or his designee, has the final decision authority on determination of compliance or non-compliance with appearance issues.

## **ARTICLE 43**

### **Disciplinary Action and Termination**

#### **SECTION 1.**

All discipline and termination actions shall be for proper cause. The City Manager, Fire Chief, or his designee, shall have final authority on all discipline or termination actions. The types of possible discipline actions available to be imposed shall include:

1. Verbal Reprimand
2. Written Reprimand
3. Suspension Without Pay up to two hundred forty (240) work hours per violation.
4. Demotion
5. Termination

Discipline will normally be accomplished in a constructive, progressive manner so as to rehabilitate and correct an offender, if possible. However, the type of disciplinary action taken shall be consistent with the severity of the infraction and the Bargaining Unit Member's disciplinary history. Initial discipline may be revised over time if the previous discipline is no longer considered appropriate.

#### **SECTION 2.**

The non-exclusive list of offenses which may result in disciplinary actions being taken, up to and including termination, are found in the employer's employee handbook. Bargaining Unit Members who commit one of these offenses are subject to disciplinary action just as all City of Niceville employees are.

### **SECTION 3.**

A Bargaining Unit Member shall not at any time refuse any instruction or order given to him or her on the ground that the instruction or order violates this Agreement or is otherwise improper. A Bargaining Unit Member may, in a non-emergency situation, bring to his supervisor's attention that the particular action is in violation of the Agreement. To the contrary, each Bargaining Unit Member shall at all times accept and promptly execute all instructions and orders given, reserving the right to grieve the matter, and seek redress by such means. The sole exception to this Section shall be a situation in which unreasonably risking his life, or that of others, or risking great bodily harm to himself or others beyond the risk taken by persons similarly employed as a matter of exception in the profession. If the Bargaining Unit Member relies upon this exception, he proceeds at his peril and may be terminated or disciplined if unable to prove the risk described.

## **ARTICLE 44**

### **Department Training**

#### **SECTION 1.**

Department training will be held each day, except Holidays and Sundays, at the discretion of the Chief Officer. A Bargaining Unit Member may train on a Holiday or Sunday, if they wish, to make-up deficient training hours.

#### **SECTION 2.**

Periodically, other classes, live burns, or additional training will become available. All Bargaining Unit Members will be notified in sufficient time to plan for these training sessions.

#### **SECTION 3.**

The individual conducting the training is responsible for completing the department training report.

#### **SECTION 4.**

The Chief Officer designated for that shift is responsible to review the shift's training reports for accuracy and completeness. The training reports are to be completed prior to shift change. For training outside the Niceville Fire Department, the Bargaining Unit Member attending the training is responsible for notifying the shift Lieutenant about the training.

## **ARTICLE 45**

### **Uniforms**

#### **SECTION 1.**

1. All colors, styles, and application of patches, emblems, or other uniform related items will be determined at the sole discretion of the Fire Chief.
2. Regulation duty uniforms consists of the following the City of Niceville Fire Department issued clothing; two (2) pairs of black (5.11) BDU shorts; two (2) pairs black (5.11) BDU trousers; three (3) Niceville Fire Department T-shirts; one (1) ball cap; one (1) department fleece jacket; one (1) department heavy coat; one (1) rain jacket; one pair of approved black footwear (maximum \$200); and one (1) pair of workout gym shorts. In addition, Lieutenants will be issued 2 grey department polos.
3. The City will provide, one time, a regulation dress uniform to firefighters after their one-year probationary period is complete and to those that do not currently own their own. This uniform will consist of the following clothing; one (1) dress uniform shirt; and one (1) pair of dress trousers. Bargaining Unit Members will provide a black crew neck T-shirt, black dress belt, black boots and black socks to be worn with dress uniform.
4. All Bargaining Unit Members will wear the proper duty uniform during the entire duty period except when exercising, sleeping, or when a work detail dictates a more appropriate selection as determined by the Fire Chief or his designee.
5. Bargaining Unit Members are required to wear their uniform, or be appropriately dressed, for attendance at any outside classes, schools, training or seminars for which the employer is paying the cost. Uniforms are required for any training event that is held or hosted by or at the Niceville Fire Department. (Appropriately dressed is defined as, at minimum, pants or presentable shorts, button up shirt or golf shirt and closed-toed shoes.)
6. Full dress uniform will be reserved for ceremonial functions attended by Niceville Fire Department Staff officially representing the Niceville Fire Department.

#### **SECTION 2.**

1. Duty uniforms that have been soiled on an emergency scene will not be worn home. A clean uniform may be worn home and used to return to work. Soiled uniforms will not be taken home to be washed.
2. Decontamination of "Duty Uniforms" will be conducted in compliance with the Niceville Fire Department policy and during a Bargaining Unit Member's normally assigned shift.

### **SECTION 3.**

The Niceville Fire Department will allow the wearing of shorts anytime during the year, however, the Fire Chief or his designee retains the right to require long pants for any event he deems necessary. i.e. public displays, fire prevention etc.

### **SECTION 4.**

A regulation dress uniform may be worn as follows:

- A. For Niceville Fire Department Public Education programs.
- B. For official daytime functions recognized by the Niceville Fire Department.
- C. As deemed appropriate by the Fire Chief or his designee.

### **SECTION 5.**

Replacement of worn out, damaged or unserviceable uniforms, except the one-time issue regulation dress uniform identified in Section 1, paragraph 2 above, will be on a one (1) for one (1) basis with the approval of the Fire Chief or his designee. The Bargaining Unit Member will be required to replace any items that are lost or damaged due to carelessness, negligence, or misconduct of the Bargaining Unit Member. If a dress uniform is damaged at work, the employer will pay for repairs or replacement if it is unrepairable, unless the damaged was caused by the carelessness, negligence, or misconduct of the Bargaining Unit Member

### **SECTION 6.**

The employer will be responsible for the loss or damage of essential personal property, that is required by the Fire Chief and not supplied, that is damaged or destroyed in the line of duty to a maximum of one hundred dollars (\$100.00). Reimbursement shall be made subject to the approval of the Fire Chief, or his designee, after completion of an incident report filed by the Bargaining Unit Member which includes adequate proof of the damage or loss of property. The employer will not be responsible for payment if the loss or damage is due to carelessness, negligence, or misconduct of the Bargaining Unit Member.

### **SECTION 7.**

Appropriate badges and name tags will be displayed on dress uniforms.

## **SECTION 8.**

Members shall not, when on duty and in uniform, wear jewelry or personal ornaments which are visible, except a wristwatch, wedding/engagement ring, conservative neck chain with approved charm or emblem, and name tag.

## **SECTION 9.**

The employer will provide all clothing that is needed in the condition that best represents the employer.

## **SECTION 10.**

In the event that a Bargaining Unit Member is terminated, resigns, or is reassigned to a position that does not require the use of any items listed in this Article, all items purchased within the last twelve (12) months will be returned to the employer no later than seventy-two (72) hours after separation of employment. If a Bargaining Unit Member fails to timely return such items, the original cost of the unreturned equipment may be deducted from any pay owed to the Bargaining Unit Member.

# **ARTICLE 46**

## **Protective Clothing and Equipment**

### **SECTION 1.**

The employer will furnish and maintain, at no cost to the Bargaining Unit Member, all respiratory apparatus, gloves, helmets, coats, pants, boots and any other safety or health equipment required by statute, applicable agency rule, or Niceville Fire Department Policies, and will remain employer property. All equipment issued shall meet all applicable National Fire Protection Association (NFPA) and Occupational Safety and Health Association (OSHA) Codes and Standards. The item(s) will be replaced by the employer if it is destroyed in the line of duty.

### **SECTION 2.**

If a Bargaining Unit Member decides to purchase, and/or use their own personal protective equipment, such equipment must also meet all applicable NFPA and OSHA Codes and Standards. Bargaining Unit Members will be solely responsible for keeping the equipment compliant with established standards and agree not to hold the employer liable for any damage, failure, defect, death or injury as a result of using their own personal protective equipment. The cost of the equipment and the upkeep will be the sole responsibility of the Bargaining Unit Member. The employer will not be responsible for the repair or replacement of any self-purchased equipment that is lost or damaged under any circumstances.

## **ARTICLE 47**

### **Sanitation and Maintenance**

#### **SECTION 1.**

The employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of the Fire Station. Furthermore, the employer agrees to supply all items necessary to maintain satisfactory conditions of all quarters within the Fire Station.

#### **SECTION 2.**

Bargaining Unit Members may, from time to time, be assigned duties that are unrelated to firefighting, fire prevention, rescue, salvage, maintenance of firefighting equipment and apparatus, or any similar work.

## **ARTICLE 48**

### **Printing and Supplying Agreement**

#### **SECTION 1.**

The Union will be solely responsible for supplying this Agreement to all Bargaining Unit Members. The union will also be solely responsible for its own consumables and will not use any employer consumables for union business.

## **ARTICLE 49**

### **Appendices and Amendments**

#### **SECTION 1.**

All appendices and amendments of this Agreement shall be numbered (or lettered), dated, and signed by the responsible parties involved and shall become a part of this Agreement.



## **ARTICLE 50**

### **Drug Free Work Place**

#### **SECTION 1.**

To increase the safety and health of our Bargaining Unit Members and their families, and to insure the highest level of customer service to our customers, the employer has instituted a Drug Free Work Place Program, which all Bargaining Unit Members are required to participate in as a condition of employment. Bargaining Unit Members are subject to, and will fully comply with, the employer's Drug Free Work Place policy and procedures.

## **ARTICLE 51**

### **Safety and Health**

#### **SECTION 1.**

The employer will meet at mutually convenient times with a Bargaining Unit Member to discuss matters of mutual concern relating to safety and health, in order that the employer may have the benefit of nonbinding suggestions when determining how best to utilize its resources in the area of safety and health.

## **ARTICLE 52**

### **Bargaining Unit Member Killed in the Line of Duty**

#### **SECTION 1.**

Any full-time Bargaining Unit Member who is killed while in the performance of his or her official duties, or who subsequently dies from injuries within twelve (12) months of the incident from his or her wounds, will be posthumously promoted to the rank of Battalion Chief. Leave balances up to 800 hours of PTO will be paid off at the hourly rate of the rank before the promotion. The employer will include an in-line of duty benefit in the life insurance policy. Application shall be made to the employer for payment of such death benefits.

## **ARTICLE 53**

### **Grievance**

#### **SECTION 1.**

1. A grievance under this contract is any dispute, claim, or complaint concerning the interpretation or application of a specific provision of this Agreement. Every effort will be made by the parties to settle all grievances as quickly as possible at the lowest possible level. Time limits set forth herein shall be strictly complied with and can only be waived by mutual agreement of the parties in writing.

2. All grievances and their resolution shall be in writing and a copy will be provided to the employer, the grievant, and/or the grievant's representative.

3. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the employer to take the action complained of, subject, however, to the final disposition of the grievance.

4. The Union and the employer agree that all grievances will follow the following steps:

#### **STEP 1:**

1. All grievances shall first be taken up with the Fire Chief in writing within ten (10) calendar days excluding weekends and holidays after the occurrence of the event leading to the grievance. The written grievance shall state the nature of the grievance; a complete and detailed statement of facts of the act(s) complained of; the date the act(s) occurred; the identity of the Bargaining Unit Member(s) who claim to be aggrieved; the precise article(s), section(s) and /or subsection(s) of the agreement claimed to have been violated; and the remedies sought. The written grievance will also include any supporting documentation, statements, photographs, etc. if such materials exist.

2. The Fire Chief shall provide a written answer to the Bargaining Unit Member(s) within ten (10) calendar days. Failure of the Fire Chief to respond shall be considered a denial of the grievance.

#### **STEP 2:**

If the Grievant is dissatisfied with the decision rendered in Step 1, and the Grievant desires to further pursue the grievance, they shall present a letter of appeal to the City Manager, or his/her designee, within ten (10) calendar days following the decision of the Fire Chief.

### **STEP 3.**

The City Manager, or his/her designee, shall consider the written grievance, investigate the same to the extent he/she chooses, and resolve or deny the grievance within fifteen (15) business days.

### **STEP 4.**

In the event that any grievance, which has been correctly brought forth during the term of this Agreement under this Article, cannot be satisfactorily resolved, the Grievant may demand arbitration in accordance with Article 54.

## **ARTICLE 54**

### **Arbitration**

#### **SECTION 1.**

If the parties hereunder are unable to reach a settlement of the grievance using the procedures outlined in Article 53, either party may submit the matter to arbitration by sending to the other party, by email, within five (5) calendar days after receipt of the decision of the City Manager as set forth in Article 53, a demand for arbitration. The arbitrator shall accept no matter unless the underlying grievance contends that a specific section of this contract has been violated. Only grievances, which have been filed in writing and processed in the manner and within the time limits, set forth in Article 53 shall be subject to arbitration. The right to pursue arbitration shall be waived if these timelines are not met.

#### **SECTION 2.**

Absent permission from the employer, grievances must be processed outside of the scheduled duty day of any Bargaining Unit Member involved in the grievance.

#### **SECTION 3.**

After a demand for arbitration has been made, either party may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) qualified arbitrators. From this list the name of one (1) arbitrator shall be selected by process of elimination. The parties shall alternatively strike names from the FMCS list. The grieving party shall strike first. The arbitrator remaining after each party has exercised three (3) strikes shall be named the arbitrator for the purposes of the grievance.

#### **SECTION 4.**

The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case except that in the instance of discipline or discharge of a Bargaining Unit Member, the employer shall present its case first and carry the burden of proof.

#### **SECTION 5.**

The arbitrator shall not have the authority to hear any matter unless the time limits set forth in the grievance and arbitration procedures are strictly complied with. Time limits may only be extended in writing signed by both parties. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted under Article 53.

#### **SECTION 6.**

Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific term(s) of this Agreement, and to a determination of (a) whether the grievance is arbitral, and (b) whether the Employer or Bargaining Unit Member violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator has no authority to explicitly or implicitly change, amend, add to, subtract from, modify or alter or supplement any of this Agreement's terms and conditions, nor depart from its terms in rendering a decision. The arbitrator shall confine himself or herself exclusively to the question, which is presented to him/her. The arbitrator's decision shall be final, in writing, and binding upon both parties.

#### **SECTION 7.**

The arbitrator shall have no authority to substitute his judgment for that of the Employer on an issue of management discretion, to assess any compensatory or punitive damages, nor to impose as a remedy any back pay to any Bargaining Unit Member or individuals who are not a grievant. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers' compensation benefits (except medical), any and all earnings which were or should have been earned by the grievant, and any other compensation from other sources during any period of unemployment for which back pay is awarded.

#### **SECTION 8.**

Subject to the constraints of the Fire Fighters' Bill of Rights, the Employer shall have the right to require employees to divulge to it any information or knowledge, direct or secondary, that they may have concerning any aspect of the employment relationship between the Employer and any employee or employees in investigations relating to grievances, to the end that the Employer shall be able to fully and completely evaluate

all such matters and shall be able to carry out all of its functions on the basis of the best information available. Whenever the employee is subjected to interrogation the Employer must follow the constraints of the Firefighter Bill of Rights.

#### **SECTION 9.**

The cost of the arbitration shall be borne equally by the parties, except that each party shall pay the full cost of its own witnesses and investigation. Arbitration proceedings shall be reported by an official court reporter/stenotype reporter at the request of either party. The requesting party will be responsible for paying all fees associated with the requested court reporter/stenotype reporter. If either party requests a transcript of the proceedings, the requesting party will pay all costs of their requested transcription.

#### **SECTION 10.**

When a panel is received from the Federal Mediation and Conciliation Service pursuant to Section 2, either party may reject one (1) complete list of arbitrators.

#### **SECTION 11.**

Upon request of either party, the arbitrator shall rule upon the arbitrability of a grievance, including the timeliness of the grievance and the request for arbitration, before hearing evidence on the merits. If a lawsuit to stay or avoid arbitration has been filed, the arbitration shall not commence prior to disposition in favor of arbitration in the trial court.

#### **SECTION 12.**

Notwithstanding any other term or provision of this Agreement, it is expressly agreed that this Agreement shall not, in any of its parts, be construed by any arbitrator or court in any way which supersedes or preempts applicable Federal or State Laws, and Statutes, or the City of Niceville Charter. In any grievance arising under this Agreement, the arbitrator, in rendering his/her award, shall be bound by and shall apply the foregoing standard contained in this Article.

## ARTICLE 55

### Terms of Agreement

This Agreement shall be in full force and effect from the date of February 1, 2024 through 23:59 hours on January 31, 2027. This is a three-year (3) contract, with no openers that financially impact the City of Niceville Fire Department. If either party hereto, during June of the Contract year notifies the other party in writing of its intention and desire to modify Article 12 only of this Agreement, the notice to modify Article 12 only shall contain an itemized statement of desired changes to Article 12. However, nothing in this Agreement shall require either party to modify the terms of Article 12 or to an increase or decrease in the pay scale thereunder. Until the termination date or the expiration of such period of negotiations, whichever is later, this contract will remain in full force and effect in all other respects.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives.

IN WITNESS WHEREOF, said parties execute this Agreement by their duly authorized officers and representatives, agreeing upon all negotiated changes to become effective 1 February 2024.

**FOR THE CITY OF NICEVILLE**

By: David Deitch  
City of Niceville City Manager

**NICEVILLE PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF, LOCAL 5301**

By: [Signature]  
Local 5301 President