

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MOUNT DORA

AND

THE PROFESSIONAL FIREFIGHTERS OF MOUNT DORA

LOCAL 3088

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF)

AFL-CIO



OCTOBER 1, 2011

THROUGH

SEPTEMBER 30, 2014

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(Numerical Listing)

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ARTICLE 1

PREAMBLE

1.1: This agreement is entered into, by and between the City of Mount Dora, hereinafter referred to as the City or the Employer, and the Professional Fire Fighters of Mount Dora, Local No. 3088, hereinafter referred to as the Union.

1.2: It is the purpose of this agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise during its term concerning the meaning, application, or enforcement of any of its provisions; and to establish proper standards of wages, monetary benefits, hours, and other conditions of employment upon which they are earned during the term of this agreement.

1.3: Any notices or communications under this agreement shall be sent by personal service or first class mail and addressed as follows:

To the Union:

President
Professional Firefighters of Mount Dora
Local 3088
P.O. Box 286
Mount Dora, FL 32756-0286

To City:

City Manager
City of Mount Dora
510 Baker Street
P.O. Box 176
Mount Dora, FL 32756-0176

ARTICLE 2

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent as per State of Florida, Public Employees Relations Commission Certification No. 767 issued October 30, 1987, to include:

Firefighter
Driver Engineer
Fire Lieutenant/Shift Supervisor
Municipal Fire Inspector

ARTICLE 3

NON-DISCRIMINATION

The parties to this agreement agree not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, sexual orientation, citizenship, veteran status, disability, marital status, or membership/non-membership in a union.

ARTICLE 4

WORK SCHEDULE AND WORK SHIFT

4.1: The City agrees that employees covered by this agreement shall be scheduled to work on a fourteen (14) day cycle.

4.2: For the purpose of this agreement, a shift means the time during which an employee is on scheduled duty. A regular shift shall normally be twenty-four (24) hours.

4.3: Fire suppression personnel shall normally work a three platoon twenty-four (24) hour shift. The twenty-four (24) hour shift shall normally commence at 0800 hours and continue through to 0800 hours the following day. These personnel shall usually work a fifty-six (56) hour average work week and will be twenty-four (24) hours on duty with forty-eight (48) hours off duty following.

4.4: The municipal fire inspector shall usually work a forty (40) hour week and overtime compensation for over forty (40) hours worked per week shall be done in accordance with the Fair Labor Standards Act.

4.5: Normal duty hours for daily functions such as maintenance, cleaning, and inspection will be:

MONDAY thru FRIDAY - 0800 hours to 1700 hours
WEEKENDS & HOLIDAYS - 0800 hours to 1200 hours

Daily functions referred to in this section do not refer to operations of fire combat, rescue, EMS, nor training.

4.6: When a permanent shift change is required, the person changing shifts will have a minimum of thirty (30) days notice, in writing. The City will honor any leave submitted and approved prior to notification of a shift change. In the event that a short term temporary shift change is deemed necessary by the Fire Chief, the employee shall be notified in writing of the effective date. The employee shall be returned to their normal shift within a reasonable amount of time.

ARTICLE 5

SHIFT EXCHANGE

5.1: Responsibility and liability for voluntary time trades, pay backs and initiation shall be solely that of the individuals involved in the actual work time exchange. It is not the responsibility of the Administration, Administration Assistant, Lieutenants or any other parties to keep records of any time trades.

5.2: All time trade requests must be completely filled out including dates, times, both members signatures and the signature of the appropriate officer.

5.3: It shall be the responsibility of the assuming employee to fulfill the agreed upon commitment. The requesting employee shall not be held accountable for any non-attendance of his/her normally scheduled shift.

5.4: Shift exchanges shall follow the guidelines as set forth in the Trading of Time S.O.P.

ARTICLE 6

DURATION AND POSTING OF SCHEDULES

The employer shall post, by December 1st of each year, a master shift schedule for the following calendar year starting January 1st. This schedule will be posted in locations conveniently accessible to employees such as bulletin boards, and will cover the normal manning requirements on each shift.

ARTICLE 7

WORKING OUT OF CLASSIFICATION

7.1: Vacant Position/Employee Absence

Any employee assigned to a vacant position or employee absence which is higher than their permanent rank, shall be compensated at the pay rate of 5% beginning immediately on the first hour. The 5% compensation does not apply to the Senior Engineers who are compensated an additional 3% annually in accordance with Article 14. A vacant position or employee absence shall be defined as a regular, full-time, budgeted position. Such vacancies or absences from duty shall include, but not be limited to, the following: illness, vacation, attendance at schools or other educational programs, leaves of absence or absence without leave, attendance at conferences and other City business.

7.2: Eligibility

In selecting employees to work out of class, the City shall endeavor, in good faith, to select an employee who meets the qualifications. All eligibility and testing requirements for working out of class shall follow Article 8 of this contract. The following positions are recognized as eligible for working out of classification: Firefighter to Engineer, Sr. Engineer to Lieutenant, Lieutenant to Deputy Chief. When an engineer exam occurs, those who have successfully passed are eligible to work out of class as Relief Drivers.

ARTICLE 8

JOB POSTING AND PROMOTIONS

8.1: The City agrees to maintain promotional eligibility lists for Engineer and Lieutenants as well as the functional responsibilities of Senior Engineer. The promotional lists will be maintained for two (2) years from certification. When a test is required to fill a vacant position, the appointment shall be made within fifteen (15) calendar days following the completion of the test.

8.2: The Employer agrees to distribute a description of the material to be covered in the test and where the information comes from. This will be distributed to all eligible candidates who will sign for receipt of same thirty (30) calendar days prior to any test.

8.3: All employees receiving a promotion shall be eligible for a pay increase based on the current Pay Plan contained within the contract.

8.4: Specific job descriptions will be posted with position Opening notices. Specific job descriptions of bargaining unit members will not be changed without input/discussion with the Union.

8.5: All candidates who are eligible per Section 6 of this article may test. All tests that qualify an employee for a promotion or working out of class shall consist of at least a written test and practical scenario. A passing score is considered 80%. Each portion of the test, written and practical, shall be graded separately. Candidates must successfully pass each portion of the test. If a candidate has successfully passed each portion, the grades will be combined to determine a final score. Candidates will be placed on an eligibility list and promoted based on their score, highest to lowest passing score. The Union will be made aware in advance and have the opportunity to discuss with the Chief or designee any changes to the testing process. A Union representative may be present during all tests and reviews governed under this article, whose presence shall not disrupt the normal testing process.

8.6: The following rank progression shall be adhered to by all employees. If there are not qualified candidates from

the rank below the vacancy, then candidates from the next lower rank may test. Candidates must have all of the requirements for the position in which they are testing.

Firefighter to the position of Engineer - Must hold the 80 hour pump operator certification and have successfully passed the Engineer examination.

Engineer to the functional responsibility of Senior Engineer - must have successfully passed a Department required examination, hold the 80 hour pump operator certification, and hold a State of Florida Officer 1 Certification.

Engineer/Senior Engineer to the position of Lieutenant - must have successfully passed the Lieutenant examination and hold a State of Florida Officer 1 Certification

8.7: Senior Engineers or Officer in Charge (OIC) are positions of responsibility as opposed to an actual rank.

ARTICLE 9

LIGHT DUTY ASSIGNMENTS

If employee is temporarily unable to perform the essential functions of the employee's job classification due to a non-job related injury/illness, he/she may make a written request to the Fire Chief for a light duty assignment. The Chief shall determine if there are any necessary functions which could be performed by a light duty employee. If there are such opportunities, the Chief shall inform the employee in writing of any light duty assignments and the physical capabilities required for their performance.

Upon the request of the Chief, the employee shall present this light duty assignment information to his/her treating physician and obtain, at his/her expense, a written evaluation of his/her capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to request a second opinion from a City-appointed physician at the City's expense. The establishment, duration, work hours and content of light duty assignments are at the sole discretion of the Fire Chief and may be modified or ended at any time. The employee will be paid only for time actually worked. Accrued sick or vacation time may be used for the balance of time the employee is regularly scheduled. In addition, it will be at the sole discretion of the Fire Chief to grant or deny a request for light duty and the decision will not be subject to grievance and/or arbitration.

ARTICLE 10

SENIORITY, LAYOFF, RECALL, PROBATION

10.1: Seniority shall be determined by continuous service in the Mount Dora Fire Department, calculated from the first day of most recent full-time paid service.

10.2: Employees with the same first day of full-time paid continuous service as defined herein shall be assigned to the seniority list in order of the number assigned to their application when received by the City. Numbers will be assigned to all applications in the order they are received.

10.3: An employee who resigns, retires, is terminated, or is permanently laid off and has not been recalled for one (1) year, or who fails to report for work within thirty (30) days of receipt of notice of recall or return to work within three (3) days after a leave of absence, shall lose his/her seniority.

10.4: In the event personnel reduction is necessary, employees shall be selected for layoff in accordance with the following procedure:

- (1) The first employees to be laid off shall be probationary employees in the order of least seniority to most seniority.
- (2) The next employees to be laid off shall be full-time employees on the basis of qualifications and seniority in the classification.

Any employee who is laid off shall be compensated in full for all accrued wages and annual leave benefits provided herein.

10.5: Employees on layoff status with seniority rights have preference to recall. In the event an employee is to be recalled, the employer shall notify the employee by registered mail not less than thirty (30) days prior to the date to report for duty. Notification shall be sent to the last known address of record. Failure of an employee to keep the employer informed of his/her address shall relieve the employer of all responsibility with regard to the notification time frame. It is the employee's sole

responsibility to notify the City in writing of any change of address.

An employee who fails to report for duty as schedule on recall from a layoff shall, be considered to have voluntarily terminated his/her employment unless such employee has notified the Employer in writing and is excused from duty by the Fire Chief. Employees recalled after layoff shall be reinstated at their last position prior to the layoff if it is available or to a position the employee is qualified to perform and shall retain their seniority if the layoff did not exceed one (1) year.

10.6: Newly hired or newly promoted bargaining unit members will serve a one (1) year probationary period. Those newly hired bargaining unit members, who are in their first year of service, may be terminated without recourse to the grievance-arbitration articles herein.

Newly promoted bargaining unit members will be given a performance appraisal, at the end of their first year. Members in this category, who receive an overall "very good" or higher, on their performance appraisal, will be taken off probation. Elevation to the next pay level will be handled per article 14.

Newly promoted bargaining members who fall below the overall "very good" may have their probation extended at the discretion of the Fire Chief. If the probation is extended and the member continues to fall below the "very good" standard, administrative proceedings may be initiated.

10.7: Approved leaves of absence, not in excess of one (1) year, whether paid or unpaid, shall not constitute a break in continuous service.

10.8: Any other guidelines pertaining to layoff i.e., reduction in force and/or pay and benefits not recognized in Article 10 of the existing Collective Bargaining Agreement shall be subject to all such provisions as provided for in the City's Reduction in Force and Separation Pay policies, as approved by City Council on September 4, 2008.

ARTICLE 11

OVERTIME

11.1: Employees shall be required to work overtime when ordered unless excused by management. Overtime shall be scheduled in accordance with departmental procedures and prevailing City ordinances and resolutions and administered in accordance with the provisions of this Agreement.

11.2: For the purpose of overtime computation, for hours worked beyond the employees' regularly assigned shift (24/48) as described in Article 4, vacation, sick leave, funeral/memorial leave, military leave, compensatory time and jury duty shall not be construed as time worked.

11.3:

A. The regular rate of pay for shift personnel on which overtime is calculated is determined by dividing the annual salary by 2912 hours per year. All hours actually worked in excess of one hundred six (106) hours during a fourteen (14) day work cycle will be paid at an overtime rate of one and a half times the hourly rate in accordance with FLSA provisions. All earned overtime will be paid the first pay period following the end of the fourteen (14) day work cycle. The parties recognize that during certain fourteen (14) day work cycles, the employees' regular 24 hours on duty/48 hours off duty work schedules result in the employees being scheduled to work more than one hundred six (106) hours. The parties agree that these regularly scheduled hours of work in excess of one hundred six (106) hours will be paid at an overtime rate regardless of whether the employees use paid vacation leave during their corresponding fourteen (14) day work cycles. All hours in excess of one hundred six (106) which are not part of the employees' regular work schedules will be treated in accordance with existing policy.

B. All authorized time worked by 40 hours per week personnel in excess of forty (40) hours in a standard workweek will be considered overtime to be paid at the rate of one and one-half (1½) time the employee's rate.

11.4: Bargaining unit employees may elect to take compensatory time with the following limitations.

- A. The maximum number of hours a 24 on duty/48 off-duty employee may accrue as compensatory time is seventy (72) hours. Any hours submitted above the seventy (72) hours maximum shall be paid per with Article 11, section 3a.
- B.
- C. The maximum number of hours a 40 hours per week employee may accrue as compensatory time is forty (40) hours. Any hours submitted above the forty (40) hours shall be paid per with Article 11, section 3b.

11.5: Accrued compensatory time shall only be paid in the event the affected employee leaves the employ of the City of Mount Dora. In that event, any accrued compensatory time shall be converted to pay for inclusion in the final computation of the employee's final paycheck.

11.6: Any employee who has scheduled a minimum of 12 hours of vacation time shall not be subject to mandatory overtime during the time period from the end of their last scheduled shift, until the beginning of their next shift back from vacation. Exceptions to this rule may be made when emergent conditions exist as declared by the Fire Chief. Employees may still be eligible for voluntary overtime during vacation periods.

ARTICLE 12

CALL BACK PAY

12.1: Any employee that responds to the fire station and is engaged for any emergency call back will receive a minimum of three (3) hours pay. A maximum of five (5) hours will be compensated for any additional calls that are received during this three (3) hour time frame. Any hours worked above and beyond the initial three (3) hours will be compensated in accordance with Article 11, Overtime.

12.2: The employee responding to a call back is required to sign in at the fire station and be relieved by the Lieutenant or OIC on duty once the Lieutenant determines the call is complete.

ARTICLE 13

WAGES

13.1: All Bargaining Unit members shall be compensated pursuant to the following Pay Plan from January 1, 2012 through September 30, 2012 based on their performance within each designated position, along with the other stipulations specifically described within this article.

FIREFIGHTER/EMT

2012

34,669-49,850

ENGINEER/EMT

2012

37,338-55,237

LIEUTENANT/EMT

2012

45,469-63,132

FIRE INSPECTOR 1

2012

38,250-55,500

A bargaining unit member who receives a promotion shall receive the minimum level of the new position or a five (5) percent increase in base salary, whichever is greater.

13.2: Entry level (first year) probationary bargaining unit members shall be eligible for negotiated pay raises provided they were hired during the 1st six (6) months of the contract year (After October 1st but not before April 1st). These employees will then be eligible for pay increases on October 1st every year going forward, if applicable.

13.3: One Senior Engineer has been designated for each shift. Their duties include but are not limited to supervisory responsibility in the absence of the shift Lieutenant. Each Senior Engineer shall be compensated with an additional 3% above their base hourly rate. Those bargaining unit members fulfill Senior Engineer

responsibilities will be determined by Article 8 of this agreement.

13.4: An hourly paramedic incentive of \$2.06 per hour for contract years 2011-2012 shall be paid to any Paramedic within the Bargaining Unit who maintains a current Florida Paramedic Certification and has been approved by the Medical Director to practice as a paramedic.

Wage Increases - FY 2012

For the contract year beginning October 1, 2011 and ending September 30, 2012; budgeted pay increases for bargaining unit employees shall provide for a 2% Cost of Living Adjustment across the board and an additional 1% across the board market adjustment. The 2% Cost of Living Increases for this contract year and the 1% across the board market adjustments shall become effective January 1, 2012.

ARTICLE 14

VACATION

14.1: All full-time employees in the Fire Department shall be entitled to accrue annual leave time. Annual leave shall begin to accrue from the date of employment with the Mount Dora Fire Department, but may not be used during the first ninety (90) days of employment. Full-time employees shall accrue annual leave at the following rate:

<u>Completed Credited Service</u>	<u>Vacation Time Accrual</u>
0 - 5 years	6 shifts (144 hours)
6 - 10 years	7 shifts (168 hours)
11 - 15 years	8 shifts (192 hours)
16 - 20 years	9 shifts (216 hours)
20+ years	10 shifts (240 hours)

Full-time 40 Hours per Week employees shall accrue annual leave at the following rate:

<u>Completed Credited Service</u>	<u>Vacation Time Accrual</u>
0 - 5 years	12 days (96 hours)
6 - 10 years	15 days (120 hours)
11- 19 years	18 days (144 hours)
20+ years	20 days (160 hours)

For purposes of this Article, a shift or workday is a twenty-four (24) hour period. No leave shall accrue for a period in which the employee was on suspension or leave without pay status.

14.2: Annual leave earned shall be credited to the employee on the last day of the pay period. During leave of absence with pay, an employee shall continue to earn annual leave credits to the extent outlined in Section 7 of this article provided the employee returns to active employment.

14.3: Annual leave shall be charged to the employee for the actual time the employee is away from work. Annual will be charged in increments of tenths of hours.

14.4: Pre-registration for vacation will occur from November 15th until December 15th, or the first weekday

following these dates if they fall on a weekend. During this period, personnel will submit vacation requests to their Shift Lieutenant listing the requested time off.

If the requested time off is in increments of two or three shifts, then the dates must be listed as 1st choice and 2nd choice (if you have five (5) shifts), and 3rd choice (if you have more than five (5) shifts).

After December 15th, the Lieutenant will go down the list of his/her personnel and assign vacation time by seniority. If your first choice was taken by someone with more seniority, then you will be assigned your second choice (unless it has also been taken) and you will have to resubmit for the remainder of your vacation.

Once vacations have been chosen and assigned by the Lieutenant, then no changes will take place unless an emergency arises. If, after January 1st, a vacation has to be rescheduled, it will be done on a first come, first served basis. No two employees from any one shift will be allowed off at the same time except in the case of an emergency, calling in sick, or a shift swap.

While the above policy is not mandatory, if an employee chooses not to participate, then their vacation will be awarded on a first come, first served basis, with a 72 hour notice.

14.5: It is the intent of these rules to have employees take their vacation yearly for the period in which it was earned. Employees shall not accumulate annual leave in excess of two hundred forty (240) hours from year to year. Starting in January, after the posting of vacation used during the first pay period at beginning of January for each employee, any excess hours over two hundred forty (240) hours will be removed. If the employee is not afforded the opportunity to use annual leave, or is refused the use of the leave, the excess shall be carried in the employee's vacation account.

14.6: Employees will receive all accrued annual upon termination. When a probationary employee quits without the proper notice of thirty (30) days, he or she will not receive the accrued time payment. Upon the death of an employee, the earned annual leave will be paid to the spouse or estate of said employee shall not accrue annual or sick leave credits after the twelve (12) week period until they return to work on their regular work shift.

14.7: If an employee's leave extends beyond six (6) pay periods (twelve (12) weeks), the employee shall not accrue annual or sick leave credits after the twelve (12) week period until they return to work on their regular work shift.

ARTICLE 15

HOLIDAYS

15.1: The following ten holidays are those which shall be recognized and observed:

New Year's Day - January 1st
Martin Luther King Day - 3rd Monday in January
President's Day - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4th
Labor Day - First Monday in September
Veteran's Day - November 11th
Thanksgiving Day - Fourth Thursday in November
Day after Thanksgiving - Fourth Friday in
November
Christmas Day - December 25th

15.2: Whenever a recognized Holiday occurs, each Bargaining Unit member shall be paid Holiday time in an amount equal to eight (8) hours at the employee's regular straight time rate. If a bargaining unit member works the full 24 hour shift on a holiday, that employee will receive an additional eight (8) hours of pay at regular straight time rate. Each 40 hours per week personnel shall receive eight (8) hours off with pay for each of the holidays observed by the City.

15.3: Should a member of the bargaining unit be required to work overtime on a holiday due to an absence, that bargaining member will receive additional holiday pay.

15.4: In the event the City Council awards additional holiday time off to all general employees, a commensurate amount of compensatory time, at straight time, will be awarded to Bargaining Unit members.

ARTICLE 16

SICK LEAVE

16.1: An employee may use accrued sick leave in the case of personal injury (non job related), maternity, or illness of the employee; necessary appointments which cannot be made reasonably during off-duty days for the employee or members of the employee's household for medical, dental, optical, or chiropractic examination or treatment; and illness of a member of the employee's household who requires the employee's personal care and attention.

To receive compensation while absent on sick leave, the employee shall notify their immediate supervisor prior to or as soon as possible after the time set for beginning the daily duties. In instances where an extended medical leave is necessary, the employee will notify their supervisor in writing as soon as the approximated time away from work is known in order to provide for uninterrupted coverage. A physician's statement will be required to support the reason for the extended medical leave and the approximate duration.

Sick leave will be charged, in sequence, to sick leave, annual leave, and then leave without pay.

Frequent claiming of benefits under this rule will constitute grounds for the assumption by the City that the physical condition of the employee is below the standard necessary for the proper performance of duties. Evidence of malingering or the abuse of this benefit will constitute grounds for dismissal or disciplinary action as determined by the employer. Evidence that an employee worked a second job while claiming sick leave benefits from the City will be considered such abuse.

16.2: Those employees entitled to earn annual leave (vacation) shall also be eligible to earn sick leave.

16.3: Sick leave earned shall be credited to the employee in hour increments. For purposes of this Article, a shift or workday is a twenty-four (24) hour period.

All employees hired prior to October 1, 1995 shall accrue sick leave at the following rate:

<u>Completed Credited Service</u>	<u>Sick Leave Accrual</u>
0 - 10 years	6 shifts (144 hours)
11 - 15 years	7 shifts (168 hours)
16 - 20 years	8 shifts (192 hours)
20+ years	9 shifts (216 hours)

All other shift employees covered by the agreement will accrue sick leave at 144 hours per year.

Full-time 40 Hours per Week employees shall accrue sick leave, same as the City's general employees, at the following rate:

<u>Completed Credited Service</u>	<u>Sick Leave Accrual</u>
0 - 10 years	10 days (80 hours)
11 - 15 years	13 days (104 hours)
16 - 20 years	15 days (120 hours)
20 + years	18 days (144 hours)

16.4: Sick leave time shall be charged to the employee in increments for the actual time the employee is away from work.

16.5: There shall be no limit upon the amount of sick leave an employee may accrue.

- a. For employees employed prior to October 1, 1991: Upon retirement or termination because of disability or death, fifty percent (50%) of accumulated sick leave will be used for computation of pay or early release; and employees who voluntarily terminate with proper notice for reasons other than stated will be paid twenty-five percent (25%) of their accumulated sick leave. Such computation will be at straight time rates and based on a maximum of seven hundred twenty (720) hours.
- b. For employees employed after September 30, 1991: There shall be no pay out of sick leave, except in the case of retirement, termination because of disability, or death, in which case an employee may be paid out for twenty-five percent (25%) of his or her sick leave accrual at that time, at straight time

rates, but not to exceed four hundred sixty-seven (467) hours.

16.6: Any employee who is absent for a period of two (2) or more consecutive shifts will be required to submit a medical certificate signed by a licensed physician prior to returning to duty. When approved by the City Manager, the Fire Chief may conduct an investigation of sick time benefits claimed under this rule which they may deem necessary, and to recommend approval or disapproval of any sick time claimed.

16.7: Absence for a fraction of a day that is chargeable to sick leave shall be charged proportionally in an amount not less than one (1) hour.

16.8: If an employee's leave extends beyond six (6) pay periods (twelve (12) weeks), the employee shall not accrue sick leave or annual leave credits after this twelve (12) week period until returning to work on their regular work schedule.

ARTICLE 17

FAMILY AND MEDICAL LEAVE ACT OF 1993

It is the policy of the City to provide family and medical leave to eligible employees in accordance with the Federal Family and Medical Leave Act of 1993. Eligible employees who have worked at least one (1) year and who have worked at least 1,250 hours during the past twelve (12) months are eligible to use twelve (12) work weeks of leave time during any twelve (12) month period may take leave for the following reasons:

- For the birth and care of your newborn child;
- For placement with you of an adopted or foster child;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition;
- To take medical leave when you are unable to work because of your own serious health condition.

In the event that a second qualifying event occurs within the same twelve (12) month period, and all twelve (12) weeks of Family Medical Leave have been exhausted, an eligible employee may use up any remaining accrued time for the duration of that qualifying event.

The Personnel Policies and Procedures manual fully explains the Family Medical Leave Act of 1993 and this and other documents will be used in the administration of leaves with or without pay.

ARTICLE 18

FUNERAL/MEMORIAL LEAVE

18.1: An employee, upon request, shall be granted use of three (3) shifts for 24 on-duty/48 hour off-duty employees and three (3) consecutive days for 40 hours a week employees for funeral/memorial leave with pay on the death of any member of the employee's immediate family. The immediate family is defined as: the employee's father, mother, spouse, children, step-children, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, step-father, step-mother, step- or half- brothers or sisters, aunts, uncles, first cousins, and legal guardians or wards.

18.2: An employee requesting bereavement leave due to a death in the immediate family shall submit the required appropriate and necessary documents to the Fire Chief.

18.3: Should an employee require additional time other than as provided for in Section one (1) of this Article, additional time off with pay and charged to annual leave accruals or compensatory time accruals may be requested from the Fire Chief or designee.

18.4: In the event of a death of significant importance to the employee outside of the defined immediate family, the Fire Chief or designee may grant three (3) calendar days off to make arrangements and/or attend funeral services. Any accrued time of the employee's choosing may be used.

ARTICLE 19

MILITARY LEAVE

19.1: A permanent employee who leaves the service of the City to join the military forces of the United States, during time of war or other national emergency, shall be placed on military leave without pay in accordance with conditions set forth in federal law. Such leave shall extend through a date ninety (90) days after which the employee is relieved from the military service. The employee shall be entitled to be restored to the position which was vacated, provided the person makes application with the City within ninety (90) days of the date of discharge under honorable conditions, and is physically and mentally capable of performing the work of the position.

19.2: In the event a position vacated by a person entering the armed services under Section 1 above no longer exists at the time the employee qualifies to return to work, such person shall be entitled to be re-employed so long as such re-employment does not necessitate the laying off of another person who was appointed at an earlier date than such person returning from military leave.

19.3: A permanent or probationary employee who is a member of the National Guard or an organized military reserve of the United States will be allowed a maximum of seventeen (17) calendar days leave of absence for active duty or for training with the armed forces.

ARTICLE 20

EDUCATIONAL LEAVE

20.1: The Fire Chief may grant leave with pay, together with the cost of tuition, books, fees and the necessary travel expenses, in order that employees may attend professional conferences, meetings, courses, schools, and similar events which are related to Fire/EMS skills and knowledge.

20.2: The City shall cover the cost of all classes necessary to maintain an employee's current levels of certification.

20.3: The employee agrees to reimburse the City when a grade of incomplete, D or F is received for any college level class.

20.4: Educational opportunities will be awarded with preference based on the relevance to the employee's current rank, followed by courses that are related to career progression.

20.5: Probationary employees that have satisfactorily completed six (6) months of service will be eligible to attend educational opportunities with the approval of the Fire Chief or designee.

ARTICLE 21

CIVIL LEAVE

21.1: An employee called for jury duty during normal work hours shall receive regular daily wage for each day, less the sum received as juror's pay. The employee shall furnish to the Fire Chief evidence showing the performance of and compensation for jury duty.

21.2: The mileage payment shall not be included when calculating jury duty compensation for the purpose of jury duty pay. In the event the employee is excused or otherwise released from jury duty prior to the completion of his/her normal City work schedule, the employee shall return to his/her assigned duties. If the employee attends court on his/her day off, the employee will not receive an extra day off.

21.3: Leave for court attendance when the employee is the defendant or engaged in personal litigation shall be charged to accumulated vacation, or compensation time at the employee's choice in base hourly rate increments. Employees who attend court for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the court. Employees may be required to submit a statement to verify court time served.

21.4: The Employer shall compensate the employee for time spent in court, or before a judge, justice, attorney, or coroner as a witness on the City's behalf as a result of an incident that occurred during the performance of normal duties when such time is scheduled other than during normal shift or work hours.

ARTICLE 22

HEALTH, LIFE, AND DENTAL INSURANCE

22.1 Under the City's self-funded health insurance plan, the City shall provide medical insurance benefits for all full-time employees, sharing the cost of individual and family medical insurance coverage for the active employee and their dependent(s) in accordance with present practice.

Based on the Plans' claims experience, and in collaboration with the City's Broker of Record and Provider(s), the City will determine appropriate medical insurance premiums, deductibles, co-pays and co-insurances for all plan participants.

For Plan Year 2011-2012 the employees' monthly out-of-pockets health insurance costs are as follows;

Individual Coverage: \$30.00/mo.
Family Coverage: \$350/mo.

22.2 The City further agrees that for the Plan year defined as October 1st to September 30th occurring within the first year of the agreement, the City shall contribute toward the medical insurance premiums for employees and their dependents in an amount approved by the City Council, for the duration of this Agreement for Fiscal Year 2011-2012.

22.3 The City shall pay the premiums for group life and Accidental Death & Dismemberment (AD&D) insurance at a face value of fifteen-thousand dollars (\$15,000) for all full-time Non-Exempt bargaining unit members for the duration of this Agreement. In addition, as mandated by State Statute, the City shall provide additional Accidental Death & Dismemberment coverage in the following amounts;

\$25,000 Per Person Non-Emergency
\$50,000 Per Person Emergency
\$75,000 Death in the Line of Duty

Additional life insurance as well as dependent life insurance is available at full cost to the employee.

Dental and Vision coverage will be made available at full cost to the employees and their dependents.

22.4 Liability Insurance: The City shall provide liability coverage to assist in the defense of any claim against any member of the bargaining unit, where the claim results from the employee's employment within the City and where the employee is acting within the scope of his/her employment.

ARTICLE 23

HEALTH, SAFETY AND MEDICAL EVALUATIONS

23.1: The City and the Union mutually agree to conform to and comply with the laws as to safety, health, sanitation and working conditions required by the Federal, State and local law. The City and the Union will cooperate in eliminating safety and health hazards. In order to effect such cooperation, the City and the Union agree to the formation of a Fire Department Health & Safety Committee.

23.2: The Health and Safety Committee shall evaluate existing workplace safety policies, existing and potential equipment specifications for protective clothing and safety equipment. The committee shall submit any recommendations to the Fire Chief who will then issue a final decision based on the committee's findings.

Medical Evaluations (Physicals)

Pre Employment Physicals Firefighters/ Paramedics (requires two visits) (First visit: Vitals and Fasting Blood draw. Second Visit: Provider visit - head to toe assessment, stress test, Snellen vision test)

Complete Physical Examination by Physician

Lab Work:

- HEMGPD (CBC (HEMOGRAM) WITH PLATELET COUNT & DIFFERENTIAL)
- CMP/Lipid Panel
- PSA (Age 40 and above)
- Micro UA
- AHCA Urine 10 Panel Drug Screening

Vital signs (Height, Weight, Temp, Waist, Blood Pressure and Pulse Oximetry)

Snellen Vision Screening

FIT Test - Respirator Exam

Cardiovascular Fitness (Stress Test)

Chest X-Ray (2 view) Baseline and every five years

Pulmonary Function Testing with Spirometer

Hepatitis C Screening

HIV Baseline (optional test - would be completed after employment)

Tobacco Free Testing (Mandatory)

Tetanus Diphtheria Toxoid (Every 10 years)
PPD (TB Testing) Pre-employment and Annual
Hepatitis B Vaccination (3 doses)
Hepatitis B Titer (administered after last immunization -
every 5 years or as CDC recommended)
Influenza (Flu Shot) **Voluntary**

Annual Physicals Firefighters/ Paramedics (requires two visits) (First visit: Vitals and Fasting Blood draw. Second Visit: Provider visit - head to toe assessment, stress test, Snellen test)

Complete Physical Examination by Physician

Lab Work:

- HEMGPD (CBC (HEMOGRAM) WITH PLATELET COUNT & DIFFERENTIAL)
- Comprehensive Metabolic Panel (CMP) Lipid Profile
- PSA (Age 40 and above)
- PAP Smear (Women Age 40 & Above)
- Mammogram (Annually for women)
- Micro UA
- AHCA Urine 10 Panel Drug Screening

Vital signs (Height, Weight, Temp, Waist, Blood Pressure and Pulse Oximetry)

Snellen Vision Screening

Hearing Screening (Refer to audiologist for sound proof booth if necessary)

Pulmonary Function Testing with Spirometer

HEP C Screening

FIT Test - Respirator Exam

Tetanus (every 10 years)

Cardiovascular Fitness (Stress Test)

Chest x-ray (2 view) Baseline (every 5 years)

HRA - Health Risk Assessment Report

Hepatitis B Booster, as needed

Hepatitis B Titer (administered after last immunization - (every 5 years) or as CDC recommends

Hemoccult (Age 40 and above)

Influenza (Flu Shot) **Voluntary**

ARTICLE 24

PENSION AND RETIREMENT PLAN

24.1: The Employer shall continue to provide the benefits of the Firefighter's Pension and Retirement System and when applicable shall consider and review any changes presented to the City Council by the Board of Trustees of the Firefighter's Pension and Retirement Fund.

24.2: This fund shall be kept in accordance with Chapter 175 of the Florida Statutes and in accordance with the rules promulgated by the State Division of Retirement and Pension for Firefighters and by local ordinances in effect as of this date.

24.3: No benefit or contribution can be changed or altered without mutual consent.

ARTICLE 25

PROTECTIVE CLOTHING AND EQUIPMENT

25.1: The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, necessary to preserve and protect the safety and health of firefighters, as determined by the Fire Chief.

25.2: All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this agreement that provides a reasonable level of worker protection from among federal, state, provincial or voluntary consensus standards.

25.3: Only personnel who have been trained and certified by the manufacturer or applicable agency shall be permitted to perform major maintenance and/or repairs on self-contained breathing apparatus, such as face piece replacement and regular repairs.

25.4: Employees shall maintain and operate the clothing and issued equipment provided in a reasonable manner. Employees may be held responsible for items if treated in a negligent manner and are expected to operate all city property in a reasonable manner.

ARTICLE 26

UNIFORMS AND COMBAT GEAR

All uniforms and combat gear required of the employees in the performance of their duties shall be reasonably provided without cost to the employee by the Employer and maintained in good safe condition by the employee; replacement to be as determined by the Fire Chief. The uniforms should not be worn, nor equipment used, when the employee is not on duty unless specific permission is give by the Fire Chief or designee. Personal items damaged due to job requirements may be repaired or replaced by the City.

ARTICLE 27

MILEAGE ALLOWANCE

Employees required to use their private vehicles for Fire Department business shall be compensated at the rate established by Florida Statutes governing Public Employees' mileage allowance.

ARTICLE 28

PARKING

The Employer shall provide, without cost to employees on duty, adequate parking spaces adjacent to all Fire Department facilities, fire stations, and work sites to the extent available.

ARTICLE 29

SANITATION, MAINTENANCE, AND UPKEEP

29.1: The Employer agrees to supply and make available reasonable materials for the day-to-day maintenance and upkeep of the fire station. The Employer furthermore agrees to supply reasonable items, as determined by the Fire Chief, necessary to maintain satisfactory conditions of livings quarters.

29.2: The Union and the City agree that employees shall be required to perform any duties relating to fire fighting, which include routine tasks and duties relative to their equipment, equipment area, and living quarters.

ARTICLE 30

MANAGEMENT RIGHTS

Except as expressly provided for in this Agreement or by Statue or Ordinance, the City retains the sole right to manage its operation and direct the working force, including the rights to:

- a. Decide the size of and number in its working force;
- b. Decide the scope of service to be performed;
- c. Decide the method of service;
- d. Determine whether and to what extent the normal routine work required in its operation shall be performed by employees covered by this agreement or other employees;
- e. Curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the City such curtailment or discontinuance advisable;
- f. Establish and change hiring procedures;
- g. Hire, lay off, assign jobs, work and locations;
- h. Transfer employees or work;
- i. Discipline and discharge for just cause;
- j. Promote and determine the qualifications of employees covered by this Agreement;
- k. Determine the starting and quitting time and the number of hours to be worked;
- l. Establish, modify, combine, abolish, or change existing jobs;
- m. Establish new jobs;
- n. Subcontract out any or all of the work performed by the employees in the bargaining unit, when in the opinion of the City Council such subcontracting will be beneficial to the operation of the City government;
- o. Determine, establish and implement internal security practices;
- p. Make, alter, amend or eliminate work policies, practices and rules of conduct; and
- q. Have complete authority to exercise those rights and powers incidental thereto, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in the Agreement.

ARTICLE 31

PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees as contained in the City Personnel Policies and Procedures which are not included in this Agreement shall remain in full force during the term of the agreement. If a change is proposed that would affect the bargaining unit, the City will give notice of the change to the Union and offer to bargain on the effect of the change. The bargaining, if any, will not unreasonably delay the implementation of the change.

ARTICLE 32

NO STRIKE

32.1: The Union agrees that it will not, under any circumstances or for any reason, including, alleged or actual breach of contract by the City, or in sympathy for or support of other employees or Union, call, encourage, authorize, ratify, or engage in any strike, slowdown, or other interruption of work during the term of this Agreement.

32.2: Each employee agrees to not, under any circumstances or for any reason, including alleged or actual breach of contract by the City, or in sympathy for or support of other employees or Union, engage in a strike, slowdown, or other interruption of work during the term of this Agreement.

32.3: The City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to any strike, sit-down, stay-in, or slow-down while in the duty of the City, or any curtailment of work or restriction of service or interference with the operations of the City.

ARTICLE 33

UNION BUSINESS

33.1: Employees elected or appointed to represent the Union may be granted leave without pay to perform their Union functions including, but not limited to, conventions, seminars, or conferences, or bargaining sessions. This is not to exceed a total of 96 hours per year, nor can more than two (2) employees of the department be granted this leave at the same time. This leave will be subject to the discretion of the Fire Chief.

33.2: The Union will inform the City in writing of its designated representative when a grievance is filed, which grievance may be processed during duty hours so long as the processing does not interfere with the Fire Department's operations.

ARTICLE 34

BULLETIN BOARD

34.1: The Union will be allocated a reasonable location in the Fire Department for a bulletin board for posting of union material. All materials placed upon the bulletin board by the Union will be dated and signed by a union representative.

34.2: Such bulletin board space is exclusively for the Union for the purpose of posting union business and information such as: notices of union meetings, elections, and recreational and social activities.

34.3: The Union shall not post any materials which are obscene, defamatory, or impair the operations of the department or City.

ARTICLE 35

DUES DEDUCTION

35.1: The City agrees that upon receipt of a voluntary written individual notice for any bargaining unit employee, the City shall deduct from their pay, dues commencing with the second pay period after receipt of notice. Revocation shall be in writing and shall be effective as to the Employer commencing with the second pay period after receipt of notice.

35.2: Dues shall be deducted each designated pay period with a maximum of 26 pay periods per year and those moneys shall be remitted to the Union reasonably thereafter. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for the payroll period, after tax deductions, are less than the amount of dues to be checked off.

35.3: The Union will initially notify the City as to the amount of dues. Such notification will be to the City in writing over the signature of a representative of the Union. Changes in the Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such change.

35.4: The Union agrees to indemnify or hold harmless the City in connection with any erroneous deduction of dues.

ARTICLE 36

EMPLOYEE DISCIPLINARY PROCEDURES

Discipline and discharge shall be grieved through either the negotiated grievance procedure, or the City's appeal procedure as outlined in the City's Personnel Policies and Procedures, or through legal means as may be provided by statutes.

ARTICLE 37

GRIEVANCE PROCEDURE

37.1: A "grievance" is a claimed violation of a specific term of this Agreement, to include, but not limited to, a means of appeal for imposed discipline or discharge.

37.2: During the processing of a grievance, the grievant shall not be represented by an elected official of the City, nor the City Attorney, nor the City Attorney's staff.

37.3: Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner, and strictly in accordance with the following stated time limits:

Step One:

The grievant shall date and present the grievance in writing to the grievance committee within seven (7) calendar days of the occurrence. The grievance committee will determine if the grievance is valid under the bargaining agreement. The grievance committee will provide a recommendation to the grievant in writing. If warranted, the grievance will proceed to Step Two. If the issue can be resolved through the grievance committee, no further action will be taken.

Step Two:

An aggrieved party or the Union shall date and present in writing the grievance to the Fire Deputy Chief within fourteen (14) calendar days of knowledge of the occurrence of the action giving rise to the grievance. The Human Resource Director shall be notified of the grievance. The Fire Deputy Chief may, within ten (10) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved party for the purpose of attempting to resolve the grievance. The Fire Deputy Chief shall notify the aggrieved party and the Union, in writing, of the decision within ten (10) calendar days following the receipt of the grievance or after a meeting, if a meeting is held. If the action which gave rise to the grievance was instituted

by the Fire Chief, then the grievance will be presented directly at step three to the Fire Chief. If this occurs, then Step Two will be eliminated. If the grievance remains unsettled, it will proceed to Step Three.

Step Three:

If the grievance is not resolved at Step Two, the aggrieved employee or the Union, within seven (7) calendar days of receipt of the Fire Deputy Chief's decision in Step Two, may submit the grievance to the Fire Chief who will call a special meeting to consider the grievance within ten (10) calendar days of receipt of the grievance. The Fire Chief shall notify the aggrieved party and the Union of the decision in writing within ten (10) calendar days of the Fire Chief's receipt of the grievance.

Step Four:

If the grievance is not resolved at Step Three, the aggrieved employee or Union, within seven (7) calendar days following receipt of the Fire Chief's decision in Step Three, may appeal the grievance to the City Manager, whose decision shall be final except as provided for in Article 38. If such an appeal is made, either party may request a meeting to consider the grievance, or they may mutually agree that no meeting be held. If either party elects a meeting, it shall take place within fifteen (15) calendar days of receipt of the request for the meeting, either in City Hall or at some other location specified by the City Manager. The City Manager shall notify the aggrieved party and the Union of the decision, in writing, within fifteen (15) calendar days of receipt of the appeal if no meeting is held, or within ten (10) calendar days after the conclusion of the meeting if a meeting is held.

ARTICLE 38

ARBITRATION

38.1: If any grievance is not resolved by the foregoing grievance procedure, the Union, within seven (7) calendar days after receipt of the City Manager's decision, may give to the City Manager, by hand delivery or by registered or certified mail, said written notice to include a written statement of the position of the Union with respect to the arbitral issue.

Within five (5) calendar days from receipt of such notice, the parties shall meet to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall, within five (5) calendar days, jointly request a list of five (5) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union will strike two names from the list and the Employer will then strike two names from the list, and the person remaining will be the arbitrator.

38.2: As promptly as possible after being selected, the arbitrator shall conduct a hearing with representatives of the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved, the Employer, and the Union in writing. It shall be the obligation of the arbitrator to make the best effort to rule within twenty-one (21) calendar days after the hearing. The expense of the arbitrator, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

The submission to the arbitrator shall be based on the written grievance submitted in Steps One and Two of the grievance procedure, and shall include a copy of this agreement.

38.3: The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this agreement by statute or otherwise, to the

Employer, the Union, or the employees, or to establish or change any wage or rate of pay in this agreement.

No decision of any arbitrator or of the Employer in one case shall create a basis for retroactive adjustment in any other case.

38.4: All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Employer, less any unemployment compensation received by the employee and interim earnings for those days the employee would have otherwise been scheduled to perform duties for the Employer.

38.5: The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

38.6: It is agreed with respect to this grievance and arbitration procedure, that it is the intent of the parties that grievances must be raised at the earliest possible time.

38.7: A time limit at any stage of the grievance or arbitration procedure may be extended by written mutual agreement of the Union and the City Manager. In the event of the Fire Chief's or City Manager's absence due to vacation or other bona fide reason, the time limits in the grievance or arbitration procedure in this or in the Grievance Article related to those two officials will not include those days of absence.

ARTICLE 39

PRINTING AND SUPPLYING AGREEMENT

Each employee shall be entitled to a copy of the Agreement. The Employer shall retain the original signed Agreement, and maintain a certified copy at the Fire Station.

ARTICLE 40

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 41

TOBACCO POLICY

41.1: Employees hired on or after October 1, 1989, shall be nonusers of tobacco or tobacco products.

41.2: In accordance with the City's Policy on the use of tobacco or tobacco products as approved by City Council on September 12, 2008, smoking or the use of tobacco products shall not be permitted anywhere in, around, or on the property of any City facility in which employees work or have access to, including any City vehicle(s). Use of tobacco products in front of the public while on duty is prohibited.

41.3: The activity of "smoking or use of tobacco products" shall include but not be limited to the smoking or carrying of any kind of lighted pipe, cigar, cigarette, or the use of any other tobacco product, including chewing tobacco, snuff, etc.

ARTICLE 42

MEDICAL PERSONNEL AT FIRE SCENE

The City agrees that it shall request an ambulance with trained medical personnel and life support equipment to be present at the scene of all (more than one engine company operation) multiple fires or emergencies.

ARTICLE 43

OTHER PAYROLL DEDUCTIONS

Each employee shall be entitled to five (5) payroll deductions beyond those required by statutes at no cost. Each employee will pay the City fifty cents (\$.50) per employee per payroll deduction per payroll period for each payroll deduction exceeding the five initial deductions described herein.

ARTICLE 44

DURATION

44.1: This Agreement shall take effect October 1, 2011 and shall continue in full force and effect until midnight of September 30, 2014. Either party desiring to reopen negotiations, for a successor agreement, shall notify the other party in writing at least one hundred twenty (120) days prior to the termination of this Agreement.

Each party may re-open three (3) articles beginning October 1, 2012 and October 1, 2013.

This Agreement shall continue in full force and effect until superseded by another Agreement between the City and the Union.

44.2: The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision, by general grant of authority, or by silence. The Union does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth or provided for in this agreement, but such impact bargaining shall not serve to delay management's action until agreement or impasse is resolved concerning the impact at issue; however, any agreement reach on such issue shall be retroactive to the date of the change.

44.3: This contract constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed, or amended in any respect except on mutual agreement set forth in writing and signed by duly authorized representatives of both parties before it will be effective.

ARTICLE 45

RATIFICATION AND AUTHENTICATION

This Agreement was ratified by vote of the Bargaining Unit members on _____, and by vote of the City Council of the City of Mount Dora on _____.

FOR LOCAL 3088, IAFF:

FOR THE CITY:

Richard Loewer
President

Robert Thielhelm, Sr.
Mayor

Date

Date

Brian Finger
Secretary

Michael Quinn
City Manager

Date

Date