

Proposed CBA Changes

Employee Organizational Agreement

- Agreement 2025-2028
- Update language to read “shall be gender-neutral”

Article 1: Recognition

- 1.3(a): Clean up language to read “ If new positions” and fix typo to read “IAFF”

Article 4: Prevailing Rights

- 4.1: Clean up language to read “of the parties”.

Article 5: Rules and Regulations (Changed to Policies)

- Update Title to reflect Policies
- 5.1: Lexipol policy 103.4 will be protected by our CBA an may not be amended or abridged except by mutual consent:
 - - Policy 103.4, 103.5 (former R&R 3.7)
 - Policy 206.7 (former R&R 3.5)
 - Policy 1001.3, 1001.10 (former R&R 14.1, 14.2)
 - Policy 1002 (overtime policy)
 - Policy 1014 (HR-012 Drugfree Workplace Policy)
 - Policy 1015 (former R&R 12.8, 12.9)
 - Policy 1016.8 (former R&R 12.4)
 - Policy 1033.3.1 (former R&R 14.3)
 - Policy 1034.3.3, 1034.4 (former R&R 4.8, 4.9)
 - Policy 1100.3.5 (former R&R 5.18)
 - 5.2: Specify that any “*Policy*” that affect wages, hours and/or terms and conditions of employment must be developed and agreed upon through mutual consent of the parties. Thereafter they shall form part of Policy 103.4 which may not be changed or abridged except by mutual consent.
 - Old 5.4: Just cause provision removed.
 - 5.5 changed to 5.4: HR policies that have been adopted by the FC shall form a part of this agreement

Article 6: Wages

- 6.3: Annual raises of **3/4/4**. (FY26 – 3% Retro to first full paycheck of the fiscal year)
- 6.4: Remove premium payment

Proposed CBA Changes

- 6.5 changed to 6.4: “No employee shall be paid more than a total of 27% in combination of assignment/incentive pays above the employee’s base pay
 - Removal of language “exclusive of Rescue Assignment Pay as detailed in Section 34.2(d)
- 6.7 & 6.8 Education Incentive:
 - Members employed *on/before* the date this agreement is *ratified*: 5% for Associates, 7.5% for Bachelor’s, 10% for Masters Degree
 - Members employed *after* the date this agreement is *ratified*: annual incentive of \$3,000 for Associates, \$5,000 for Bachelor’s, \$7,000 for Masters Degree

Article 7: Overtime

- 7.1(a): If a member utilizes sick leave for the shift *immediately preceding* or *immediately following* an overtime workday, their overtime may be converted to *regular straight time pay*.
 - Exception shall be when member is mandatorily held over which shall be paid at (1.5) regular pay.
- 7.5(f): An employee shall not be eligible for OT assignments that are created as a result of the employee taking vacation. Further, an employee shall not be eligible for OT assignments on the same day a member is on vacation, unless at the sole discretion of the Fire Chief.
- 7.7: For holiday scheduling, wellness hours can be denied if granting such request necessitates that the replacement personnel be ordered to report for duty in an involuntary status.
- 7.8: Overtime distribution policy language removed to minimize language.
 - “The Fire Administration’s overtime distribution policy and procedure cannot be altered, amended or replaced unless mutually agreed upon by both union and fire administration.”

Article 8: Callback Pay

- 8.1(b): “This graduated schedule of call back pay shall not apply to fire prevention officers during the performance of pre-scheduled early inspections, in which case they shall be paid on an hour-for-hour basis if it is contiguous with the start of the employees shift”

Article 9: Sick Leave

- 9.2: Employees shall be charged a minimum of *three hours of sick leave per use*, and any additional sick time *thereafter* will be charged on an *hour-for-hour basis*.

Proposed CBA Changes

- 9.4: In instances where a member uses unauthorized or unprotected sick leave and goes into an unpaid status, the employee may be subject to progressive disciplinary action.
- 9.6: Any employee who abuses sick benefits such as 5 or more occurrences in a 12-month period for unauthorized or unprotected conditions, patterned absences, not following notice requirements, or who's response for absence are falsified may be subject to progressive discipline.
- 9.7: Attendance incentive program:
 - Members who complete 13 consecutive pay periods without use of sick leave, excluding FMLA, usage shall be eligible to sell back up to 24 hours of accrued sick leave. If member uses no sick leave for the immediately following 13 pay periods, the bargaining unit member has the option to sell back an additional 24 hours of sick leave.
 - Must have a minimum of 288 hours in sick bank to sell back and may not go below this threshold.

Article 14: Vacations

- 14.1(e): memorialize maximum vacation pay out of 462 hours.

Article 15: Workers' Compensation/Supplemental Compensation

- 15.2: "If a member reaches Maximum Medical Improvement (MMI) and is unable to perform the essential duties of their job classification, the member must apply for disability retirement within 14 calendar days of reaching MMI for the supplemental compensation to continue.

Article 18: Hours of Work, Kelly Day

- 18.3: During times of hurricanes and/or other large-scale emergencies, members on annual leave may be required by the FC to make themselves available for emergency callback in order to support departmental operations; the FC has sole authority to approve exceptions.
- 18.6: Add language specifying that no member may work more than 48 consecutive hours. If a member works 48 hours they must be off-duty for at least 12 hours before returning to work.

Article 19: Promotions and Promotional Procedures

- 19.2(a): Reduce study time/material from 180 days to 120 days.
- 19.2(b): Reduce effective date of 45 days after certification to 30 days after certification.
- 19.8: Remove language that members will be provided a hard copy of the policies and procedures.

Proposed CBA Changes

Article 20: Safety & Health

- Each employee shall complete an annual City sponsored comprehensive preventative wellness preventative physical at the Employee Healthcare Center (EHC).
 - 20.7: Only pass/fail will be provided
 - 20.7(a): Components: Comprehensive medical exam, fitness analysis, laboratory analysis, ultrasound imaging, cardiopulmonary analysis
 - 20.7(b): Light duty status will be provided if a “fail” results from wellness exam. 20.21: Release of information to make appropriate accommodations for LD assignment (per ADA)
 - Additional Voluntary components available to employee: CT Calcium score, chest x-ray, skin cancer screening, breast/colon/prostate cancer screening, immunizations, addition labs if exposure or high risk.
 - 20.11: Add Contagious disease exposure presumption

Article 23: Grievance Procedure and Arbitration

- 23.3: Change language from “aggrieved employee” to “the Union”.
- 23.7: Probationary employees shall have the right to utilize the grievance and arbitration process, except to appeal matters of any form of disciplinary action including termination.
- 23.9: Add that all members have the right to a fair and equitable grievance procedure administered without regard to membership or non-membership.

Article 24: Savings Clause to “Severability” Clause.

Article 28: Pension Plan

1. 3.40% Benefit Accrual Rate for Years of Service:

Provide that the benefit accrual rate for Firefighters who separate from service, enter the DROP, or enter the RPRB will be 3.40% of Average Final Compensation for each year of Credited Service earned on and after October 1, 2025. There is no change to the benefit accrual rate for years prior to October 1, 2025. This change would apply to both Tier 1 and Tier 2 Members.

Current Plan:

Tier 1: 3.30% Benefit Accrual Rate for all years of Credited Service.

Tier 2: 3.20% Benefit Accrual Rate for all years of Credited Service.

2. Normal Retirement Eligibility at 21 years of Credited Service:

Proposed CBA Changes

Provide eligibility for Normal Retirement upon attainment of 21 years of Credited Service, regardless of age. There is no change to the age 50 with 10 years of service requirement. This change would apply to both Tier 1 and Tier 2 Members.

Current Plan: Normal Retirement eligibility is the earlier of 1) Age 50 with 10 years of Credited Service, or 2) 23 years of Credited Service, regardless of age.

3. Combination of Scenarios 1 & 2 above, with 1.85% additional Member Contributions:

Current Plan:

Tier 1 Member Contributions: 8.0% of compensation.

Tier 2 Member Contributions: 9.5% of compensation.

Article 30: Uniforms (remove “linens)

- Define initial allotment
- Change uniforms to be replaced on an “as needed” basis.
- Removal of repair/replacement of wristwatches.

Article 31: Health and Wellness Plan

- 31.5: Following ratification of this agreement fixed/regular contributions shall be made into an employee’s tax deferred Post Employment Health Plan (PEHP).
 - Based on the employee’s years of service, by each employee:
 - 1-9 yr of service = \$25 bi-weekly
 - 9-19 yr of service = \$40 bi-weekly
 - 20 or more yr of service = \$50 bi-weekly
 - 50% contribution of unused sick leave upon separation.

Article 32: Disciplinary Action

- Increase investigation time for official charge from 45 to 90 days.

Article 34: Emergency Rescue Services & Assignment Pay

- 34.6: remove obsolete language regarding EMT certifications
- 34.8: add SWAT incentive pay \$1,000 annually
- 34.9: add FTO (up to 18) incentive pay \$1,000 annually

Article 42: Tuition Reimbursement

- 42.3: add “and books”

Article 43: Time off from Duty

- 43.3: Change personal leave from 72 hours annually to 48.
- 43.9: Include Emergency leave in CBA

Article 44: Career Ladders

Proposed CBA Changes

- 44.1-44.2: New promotional procedure effective 2027 to including preference points for certifications.
- 44.1-44.2: Practical assessment center to be added as part of the promotional test.
- 44.3: FPO vacancy — specify details of moving from line to FPO. Add 1 year probation when moving to fire bureau.
- 44.4(c): add FPOII task book

Article 46: Drug-Free and Alcohol-Free workplace policy

- Language to read: “Accordingly, the City and Union recognize HR-012 - Drug Free Workplace, and HR-0370- City Vehicle Drivers Policies and, as such, the City and the Union support the City’s policy for testing those individuals who are mandated to be tested under the guidelines of the City’s Policies in compliance with Florida Statute 440.101-440.102. (* See HR Policies)

Article 48 - Probationary Period

- Additional of new article: moved items from other articles and consolidated into one probationary article.