

ARTICLE 8
MANAGEMENT RIGHTS

8.4 The City Gainesville and IAFF Local 2157 mutually agree to implement “The Safer Staffing Model” prior to September 30th, 2024. The “Safer Staffing Model” is more commonly referred to as either a 4 platoon or 24/72 staffing model. Upon mutual agreement of sufficient staffing to establish the 24/72 staffing model it will be completely implemented. A minimum of fourteen (14) days’ notice shall be given to all employees. Upon Implementation of the Safer Staffing Model Articles 32, 33, 34, 35, 38.14 40.9, and 41 shall be replaced with the language shown in Attachment III.

ARTICLE 20
PROMOTION

20.4 FIRE TRAINING CAPTAINS, FIRE INSPECTORS, AND FIRE INVESTIGATIVE SERVICES OFFICERS PROMOTIONS/NEW HIRES:

ELIGIBILITY:

- A) Internal candidates will be sought first. If there are not sufficient (minimum 2 per position) qualified internal candidates, the Department may advertise for External candidates.
- B) The selection process for hiring or promotion may include a combination of Résumé, Interview or Assessment Center. The Fire Chief shall determine which components are to be used.
- C) Selected candidates (internal or external) must serve a minimum of three (3) consecutive years in this position, which includes the applicable probationary period.

1. Except for promotion to Chief Officer, or for removal during promotional probationary period, through disciplinary demotion, or as a result of layoff, the employee may not move to another position within said three (3) year period.

2. At the conclusion of the three (3) year period, the employee may elect to revert to his/her operational rank, provided an opening exists at the time of the request (internal candidates only) In the event that the candidate's tenure in this position interrupts the probationary period of an operational rank. The remainder of the operational rank's probationary period is deferred until the employee returns to that rank. In the event the employee elects to revert to his/her operational rank, his/her pay will be computed as if he/she did not leave the previous rank (including all wage increases they would've earned during that timeframe and the appropriate slotting for a promotion due to a process that occurred during his/her tenure in this position), except that after computing the pay, his/her pay will be advanced one pay step in the pay plan as it exists the date they return to the previous rank.

D) In the event of layoff, external candidates do not have a right to any other position within the Fire-Rescue Department.

E) Internal candidates may apply for other promotional processes during their tenure in this position, given they meet the eligibility requirements pertaining to that process.

F) External candidates are not eligible for transfer or promotion to any other positions within this IAFF bargaining unit unless rehired as a Firefighter through the regular hiring process.

ARTICLE 32

HOLIDAYS

32.1 The City observes the following paid holidays, but reserves the right to schedule work on these days. All employees covered by this Agreement are entitled to the following paid holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	January 15
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25
Day After Christmas	December 26
Easter	First Monday After Easter Sunday
Veterans' Day	November 11

One (1) Additional Holiday to be mutually agreed upon by the parties

32.2 A) Whenever any of the above-listed holidays for all employees falls on a Sunday, the following Monday shall be observed as the official holiday; whenever any of the above-listed holidays occur on Saturday, the preceding Friday shall be observed as the official holiday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

B) IAFF Bargaining unit members permanently or temporarily assigned to a non-shift schedule (four 10.5-hour days per week) shall receive the day off in accordance to 32.1 and 32.2 A

(2) IAFF Bargaining unit members temporarily assigned to a non-shift schedule shall receive the day off in accordance to 32.1 and 32.2 A.

If a temporarily assigned employee selected the holiday pay option while on a 24-hour shift schedule, that selection is suspended for the duration of the non-shift schedule_assignment. Upon returning to a 24-hour shift schedule, the holiday pay option resumes for any remaining holidays in the fiscal year.

32.3 A) Twenty-four hour shift employees shall be paid or granted time off at the rate of ten (10) hours per day for each holiday. Such employees may elect, prior to September 15th, of each year, to either receive holiday pay during the year or to receive one hundred thirty (130) hours holiday time. Those employees choosing time off shall be credited on October 1, with 130 hours added to the annual leave.

B) The Union shall furnish the City with a proper list, indicating those employees choosing pay or time off, before September 15th or holiday time will not be granted.

32.4 In any fiscal year during which an employee is serving his/her initial probationary period, or longer if the probationary period is extended, he/she shall not be eligible for holiday time.

32.5 Upon termination of employment, the employee shall be required to reimburse the City (have deducted from his final paycheck) a pro rata portion of used holiday time, if applicable, except as provided by law. (Ex., employee uses all 130 hours by March 30 and resigns as of that date, a deduction of 10 hours per remaining Holidays that fiscal year will be made from his final paycheck, as long as the deduction does not reduce the final paycheck below minimum wage for time worked.)

32.6 Unauthorized failure to report for work on a holiday after having been scheduled to work on such holiday shall be just cause for denial of holiday pay.

32.7 Twenty-four hour shift employees shall observe holiday routine as outlined in Article 41.

ARTICLE 33
VACATIONS

33.1 Employees covered by this Agreement shall accrue leave based on their date of employment and shall be limited to the following schedule:

All Employees

<u>Years of Continuous Service</u>	<u>Annual Leave Hours Earned</u>
1 to 5 years (1 mo. thru 59 mos.)	80 hours
5 to 10 years (60 mos. thru 119 mos.)	100 hours
10 to 15 years (120 mos. thru 179 mos.)	120 hours
15 to 20 years (180 mos. thru 239 mos.)	140 hours
20 years or more (240 mos. or more)	160 hours

33.2 Due to the nature of the Fire Department's operations and the need to meet the operational requirements of the City, annual leave shall be scheduled by the Fire Chief or authorized designee. For employees who work a 24-hour shift, annual leave shall be granted in consideration of both annual leave and for those holidays defined in Article 32 of this Agreement.

- (a) The taking of annual leave shall be governed by seniority per shift independently of the other shifts.
- (b) Where possible, up to five (5) members of the bargaining unit on each 24-hour shift may be on vacation at any given time; however, no more than three (3) Lieutenants from each shift at any one time. This number, five (5), may be reduced to four (4) members for any shift where overtime will be incurred.

- (c) Employees covered by this Agreement shall not be allowed to trade or exchange approved annual leave time without written consent by the Fire Chief or designee.
- (d) Annual selection for vacation will be as per the procedures with the following modifications: In seniority order by shift employees may choose one of the following options:
 - 1) Select up to six (6) non-consecutive 24-hour shifts; or
 - 2) Select two groups of up to four (4) consecutive 24-hour shifts;
or
 - 3) Select up to twelve (12) consecutive shifts. This will complete the employee's first choice.
- (e) There will be three (3) rounds of selections per shift following the same choice options. In no case will vacation "first pick" exceed what an employee can accrue during the fiscal year.
- (f) Unscheduled vacation leave is leave requested after 1800 hours of the shift prior. It shall be provided in the following manner:
 - 1) Employees must take off until 2000 hours if the leave is granted prior to 2000 hours. Employees must take off until 0800 hours if the leave starts at 2000 hours or later. Employees must take a minimum of four (4) hours vacation leave at one time.
 - 2) Leave requests will require a minimum of three (3) hours notice. This requirement may be reduced by the employee's District Chief.
 - 3) Vacation leave time used for approved educational activities (i.e., class attendance, instruction, etc.) may be taken for four (4) hours or more regardless of departure or return time, once during the given shift.
 - 4) No unscheduled vacation will be granted for the third or fourth vacation slots [33.2 (b)] if it would lead to overtime being paid to another employee, except as noted in paragraph 33.2(f)(3). At

the sole discretion of the Fire Chief or designee, this restriction may be waived.

- 33.3 Except as otherwise provided in this paragraph, the maximum number of annual leave hours that employees covered by the Agreement are allowed to accrue are as follows:

<u>Years of Continuous Service</u>	<u>Maximum Hours</u>
1 to 5	292
5 to 10	348
10 to 20	404
20 or more	460

For employees covered by this Agreement hired after the implementation of the “Safer Staffing Model”, the annual maximum accumulated balances apply:

1 to 5	216
5 to 10	264
10 to 20	312
20 or more	360

Employees will be allowed to accrue additional vacation time once they have reached the maximum allowed, however any accrued vacation in excess of the maximum allowed shall be forfeited on the employee’s anniversary of their adjusted service date (or date of regular employment with the City, whichever is later), except as provided below.

- 33.4 Annual leave shall continue to accrue during periods of absence in which the employee is in pay status.
- 33.5 Paid vacation leave may not be taken during the initial twelve (12) months of employment or re-employment.
- 33.6 Should a holiday occur during an employee’s annual leave, that day shall be charged as a holiday. This section applies to non-shift employees only.

- 33.7 Employees shall not be paid for annual leave earned in lieu of taking annual leave. The only time employees may be paid for earned annual leave is upon termination, or upon entry into a DROP.
All employees who elect to participate in the DROP will have the one-time option, with the election to enter the DROP, of retaining all or a portion of their vacation balance to be used during participation in the DROP, or receiving, at that time, compensation for some or all of the balance.
- 33.8 Annual leave shall not be granted in advance of being earned. If an employee has insufficient leave credit to cover a period of absence, a deduction for the time involved (leave without pay) shall be made on the current payroll.
- 33.9 Employees who are transferred from one department to another shall have their leave credits transferred with them.
- 33.10 Upon termination of employment the employee shall be entitled to compensation for any earned but unused vacation (annual leave) to his/her credit at the time of termination at the employee's normal base rate of pay at the time of termination. The official termination date shall be the last day of active employment and shall not be extended due to payment for unused vacation (annual leave) time. This does not apply to employees having less than twelve (12) months of service.
All employees who elect to participate in a regular DROP will have the one-time option, with the election to enter the DROP, of retaining all or a portion of their vacation balance to be used during participation in the DROP, or receiving, at that time, compensation for some or all of the balance. In the case of a reverse DROP, members may utilize the lesser of the vacation balance in existence on the effective date of commencement of participation or the balance in existence ninety (90) calendar days after declaration of intention to enter the reverse DROP.

ARTICLE 34
SICK LEAVE

- 34.1 All Employees shall earn eight (8) hours per month (96 hours annually)

34.2 Sick leave will be granted upon approval of the Fire Chief or his authorized designee for the following reasons:

- a) For absence due to personal illness, injury or temporary disability, doctor's statement required for temporary disability indicating approximate length of absence due to disability.
- b) For personal medical and dental appointments.
- c) For absence due to compensable injury arising out of the course of City employment (employees shall, upon request, be allowed to remain on full pay for the period which can be covered by sick leave balance when pro-rated with the amount being paid by compensation).
- d) Illness or injury of a member of the employee's immediate family (defined as spouse, registered domestic partner, dependent children, or parents) living in the same domicile provided the employee's presence is needed. For the purpose of this article, dependent children are defined as the employee's unmarried, natural, adopted, or step-child(ren), or a child for whom the employee has been appointed legal guardian or legal custodian, or the natural or adopted child(ren) of the employee's current registered domestic partner, who are under the age of 19; or if over the age of 19 meet the criteria for dependency as defined in the City's health insurance policy; or who are handicapped children as defined in said policy. (Any employee may use up to 50% of accrued sick leave for illness under this proposal; however, this provision may be waived by the Fire Chief or designee. In all incidents of such sickness by a spouse or dependent children, a doctor's statement may be required.

34.3 a) All shift employees are required to notify District One as early as possible and no later than 90 minutes prior to the starting of his/her normal work day when he/she is unable to report for work because of illness or injury, giving the reason for absence. In the event, District One is not available then the employee shall notify District Two. Employees failing to comply with this provision shall not be allowed to

charge their absence to sick leave unless waived by the Fire Chief. Twenty-four hour shift employees will notify the District Chief at least 24 hours in advance of their intent to return following an illness or any injury. Sick leave will not be granted for any sickness, injury or disability arising from an unlawful act on the part of the employee. Sick leave will be charged only against an employee's regular workday and shall not be charged for absences on overtime or premium time. From the fourth incident of sickness onward, a doctor's statement verifying the sickness may be required, unless after any of the three (3) prior incidences a doctor's statement verifying the sickness is provided. In which case, that incident will not count towards one of the three (3) incidences. In all cases where the sickness involves more than two consecutive shifts, a doctor's statement verifying the sickness may be required.

- b) When verification of illness is required, the following shall apply: A doctor's statement, in writing, is to be turned in to the employee's immediate supervisor upon the employee's return to work if there are no restrictions from the doctor. If restrictions apply, a doctor's statement, in writing, is to be turned in to the City Nurse before the employee returns to work, which statement shall detail any restrictions on the employee's ability to perform all the duties normally assigned to the employee's classification. Failure to provide such a statement or refusal by the doctor to allow the City to verify the statement if such is requested shall preclude the use of sick leave, and the employee shall be in a leave without pay status until acceptable documentation is provided. Expenses of a doctor resulting from the verification of illness shall be the responsibility of the employee except if he is required to obtain such from a doctor selected by the City.
- c) If the Lieutenant or District Chief determines from personal observation that an employee reporting to duty is too sick to work, he may be sent home on sick leave.

- 34.4 Sick leave shall be monitored administratively. If sick leave is used in conjunction with any other leave (i.e. Trade Time, Vacation) or on holidays, verification of illness from a doctor may be required after the second occurrence. The employee shall be noticed on the second occurrence and a determination made as to whether verification of illness will be required for future occurrences.
- 34.5 Sick leave shall not be granted in advance of being earned. If an employee has insufficient sick leave credit to cover a period of absence, vacation leave may be used or a deduction for the time involved shall be made on the current payroll. However, such usage must be approved in advance of the employee's absence.
- 34.6 Should a holiday occur during an employee's absence due to sickness, the sick day shall be charged as a holiday.
- 34.7 Sick leave shall continue to accrue during periods of absence in which the employee is in pay status.
- 34.8 Employees who are transferred within the City shall have their sick leave credits transferred with them. The accrual, use and reimbursement provisions of this Agreement shall no longer be applicable after such transfer.
- 34.9 Employees taking sick leave shall be compensated at their regular straight time hourly rate of pay.
- 34.10 a) Employees separated from the Fire Department by death, retirement, resignation, or lay-off, and those who participate in the Consolidated Pension DROP, shall, upon request, be compensated in cash, at the weighted average of their base hourly rates during the preceding five years, for one-half of sick leave accumulated and unused which appears on their records. At the time of their separation, or election at the time of entry in and/or at least forty five (45) calendar days prior to exit from the Consolidated Plan DROP, as the case may be, such payment shall not exceed the equivalent of a total of one thousand three hundred (1,300) hours. Such payment shall only be made if the employee has, at the time of his/her separation, or entry in the

Consolidated Plan DROP, used or sold less than fifty percent (50%) of the sick leave he/she had accrued during his/her tenure with the Department; or for employees electing to be compensated during participation in (but at least 45 calendar days prior to exit from) the Consolidated Plan DROP, such payment shall only be made if the employee has, during his/her tenure with the Department prior to entry AND during his/her time in the Consolidated Plan DROP, used less than fifty percent (50%) of the sick leave they accrued.

It is agreed that employees having a minimum balance of two hundred forty (240) sick leave hours, having used no more than forty-eight (48) hours of sick leave during the previous fiscal year, and who are at least 45 calendar days from exiting the DROP, may elect to sell up to forty (40) hours of sick leave per year. This election may only be made during the month of October of each year, and payment shall be made at the employee's base hourly rate at the time of payment. Additionally, each hour sold on any election made under this paragraph shall reduce, by one hour, the total number of hours the employee would have been able to sell upon separation, entry into the DROP, or during participation in (but at least 45 calendar days prior to exit from) the DROP (ex. $1,300 - 40 = 1,260$).

- b) Except as provided below, employees receiving payment for sick leave, as described in section 34.10(a), may apply sick leave hours not redeemed for cash payout to pension service credit. Sick leave hours redeemed for cash payout are considered "used" and may not be converted to service credit. Effective January 1, 2014, any sick leave accrued and unused after such date shall not be converted to additional service credit for determining pension benefits.
- c) Upon entering into the DROP, employees may elect to apply unused sick leave hours accrued as of December 31, 2013 to pension service credit and/or to retain some or all of their unused sick leave for use during their employment while participating in the DROP. Sick leave

hours redeemed for cash payout of sick leave balances upon retirement are considered already “used” and may not be converted to credited service, or used as sick leave during participation in the DROP. In the case of a reverse DROP, members may utilize the lesser of the sick leave balance in existence on the effective date of commencement of participation or the balance in existence ninety (90) calendar days after declaration of intention to enter the reverse DROP, subject to the limits described in (b) above. Any unused sick leave remaining at the expiration of the DROP participation or period will be forfeited.

- d) The union agrees that once a retirement request is filed with the City, it becomes irrevocable thirty (30) calendar days prior to the specified date targeted for retirement.

ARTICLE 35

BEREAVEMENT LEAVE

35.1 In the event of death in an employee's immediate family, he/she shall be granted leave for five (5) calendar days. The Fire Chief or designee may grant additional leave as appropriate. All other time in addition to bereavement leave as described above and any bereavement leave granted in the event of the death of a relative, other than those in the immediate family, shall be charged to Sick Leave or Annual Leave (Vacation) for immediate family and Annual Leave (Vacation) for all others. The employees shall be required to furnish to the Public Employer such information as may be requested for the proper administration of this Article.

35.2 For the purpose of this Article, the following relationships shall be considered immediate family: the employee's father, mother, foster parent,

brother, sister, spouse, registered domestic partner, current father-in-law, father of current registered domestic partner, current mother-in-law, mother of current registered domestic partner, natural grandparents and children holding the following relationships with the employee, the employee's spouse, or the employee's current registered domestic partner natural, adopted, or stepchild(ren), or a child for whom the person has been appointed legal guardian or legal custodian.

35.3 Employees taking Bereavement Leave shall be compensated at their regular straight time hourly rate of pay as set forth on the applicable salary schedule for the time off work.

35.4 Bereavement leave must be taken within 5 calendar days of the death or funeral.

ARTICLE 38

LEAVE OF ABSENCE

38.14 Paid Parental Leave

A. Purpose:

The purpose of this section is to provide eligible employees with certain amounts of paid leave to be used by the employee to care for and bond with the newborn child, foster child or adopted child of that employee immediately after the birth or placement of the child. A covered event is defined as the birth of a child of the eligible employee, the placement of a child for adoption with the eligible employee, or the placement of a child for foster care with the eligible employee.

B. Eligibility:

All employee who have been employed by the City for at least one (1) year and have worked for 1250 hours over the twelve (12) months previous to the leave, are eligible to receive paid parental leave, as provided herein.

C. Paid Parental Leave:

“Paid Parental Leave” is defined as up to six (6) consecutive weeks of paid leave taken by the eligible employee immediately after a covered event. An employee may choose to utilize accrued leave to extend their parental leave up to an additional six (6) weeks.

D. Available Paid Leave:

Whenever an eligible employee takes paid parental leave, he/she is eligible to receive his/her regular base rate of pay for up to six (6) weeks for a covered event, subject to the following limitations: paid parental leave shall be limited to no more than six (6) weeks per calendar year, regardless of the number of covered events within that calendar year, and shall be limited to three (3) covered events during the entire time an eligible employee is employed by the City.

Paid parental leave must be used within the first 12 months from the date of the qualifying event and, if applicable, must be used concurrently with FMLA.

E. Notice:

Employees must provide at least thirty (30) days advance notice of the intent to take paid parental leave when the need is foreseeable. When thirty (30) days' notice is not foreseeable, the employee must provide notice as soon as practicable. When requesting paid parental leave, employees may be required to furnish to the employer documentation sufficient to verify the covered event. This may include a birth certificate, a court order finalizing adoption or placement of a foster child, and/or FMLA paperwork. In all

cases, an employee is required to submit FMLA paperwork to the Risk Management Department.

F. Leave under this paragraph (38.14) shall count in the computation of overtime for any pay period when this leave commences, and any pay period when this concludes.

ARTICLE 40

WAGES

40.9 Employees who regular duty assignment is non-shift work shall be paid ten percent (10%) above their current base wages.

ARTICLE 41

HOURS OF WORK AND OVERTIME PAYMENT

41.2 The normal workweek for employees in various groups as established by the City shall be:

A) Except as provided herein, employees assigned to shift work shall work (Monday through Sunday) consisting of periods of 24 hours on duty, including meals and rest periods, and 72 hours off duty. Pay periods shall alternate between 96 hours in a 14 day cycle followed by 72 hours in a 14 day cycle, which would be an average of 42 hours a week.

B) For all other non-shift employees a total of 42 hours of work a week (Monday through Sunday) consisting of four (4) consecutive workdays of ten and one half (10.5) hours each day for the duration of this Agreement.

1) Split shifts may be worked upon mutual agreement of management and the employee or at the unilateral choosing of management for no more than four (4) times per year for each employee.

2) Starting times may be changed upon five (5) calendar days notice.

3) The normal workday shall consist of ten and one half (10.5) consecutive hours, including a lunch period.

4) If the employee is given seven (7) calendar days notice, his or her workday may be shortened after a prior day during which the employee worked more than ten and one half (10.5) hours.

41.3 For hours worked outside of the normal work schedule, The City agrees to pay employees covered by this Agreement at a rate equivalent to their normal hourly rate until the employee reaches ten (10) additional hours in a 14 day pay period. Once the ten (10) additional hours threshold is met, additional hours worked shall be paid at time and one and one half (1½) their regular straight time hourly rate of pay.

41.4 For purposes of overtime computation, vacation and holidays for all employees shall be considered as time worked. Sick leave shall not be considered as time worked for purposes of overtime computation. Holiday pay for 24-hour shift employees shall not be considered as time worked.

41.5 There shall be no duplication or pyramiding in the computation of overtime and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.

- 41.6 All employees covered by the terms of this Agreement who are called back to work from off duty with less than sixteen (16) hours notice shall be paid for at least three (3) hours minimum at their overtime hourly rate of pay if a lesser period of time is worked. Employees called back to work from off duty with sixteen (16) hours or more notice shall be paid for at least two hours minimum at their overtime hourly rate of pay if a lesser period of time is worked.
- 41.7 All overtime work shall be authorized by the Fire Chief or designee, if such authority has been specifically delegated to him/her.
- 41.8 Agreed upon Local 2157 Overtime Guidelines will be used to ensure that opportunity to work overtime will be distributed as equally as practicable among employees in the same job classification, rank-by-rank basis, provided the employees are qualified to perform the specific overtime work required and are readily available for such work. Overtime opportunities will be accumulated on adequate records (which will be available to the Union and employees) and offered overtime not worked will not be considered as worked in maintaining these records. If an employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future overtime work until a reasonable balance is recreated. It is understood that nothing in this clause shall require payment for overtime hours not worked. Reasonable requests to be excused from overtime may be honored; but if there are not enough qualified employees, then the City retains the right to make mandatory overtime assignments. Such mandatory assignments shall be made in accordance with the agreed upon overtime guidelines. It is understood that the sharing of overtime shall not delay nor unduly increase the City's cost of operation.

- 41.9
1. Up to four (4) evening activities can be scheduled monthly provided they are concluded by 9:00 p.m.
 2. Saturday, Sunday, and designated holidays shall continue to be observed for purposes of this section consistent with past practice, with the exception that employees may be required to work special events at the Fire Chief's discretion.
 3. Training activities shall not preclude the use of trade time, provided make up of missed training material is the responsibility of each individual.
- 41.10
- Employees assigned to standby status for one calendar week at a time by the Fire Chief or his designee shall be paid \$210 for each such week of standby. If assigned standby status is for less than one week, then the \$210 shall be prorated.