

**ARTICLE 1
PREAMBLE**

This Agreement is entered into by the CITY OF DUNEDIN, Florida, hereinafter referred to as the "City" and Local #2327 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter referred to as the "Union" to provide for the continuous efficient operation of the Fire Department, for the purpose of promoting harmonious relations between the City and the Union, to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the full agreement between the parties concerning management rights and employee benefits.

**ARTICLE 2
RECOGNITION**

The City hereby recognizes the IAFF exclusive bargaining agent for full time, permanent firefighters and lieutenants of the Fire Department. All classifications, including probationary employees, not listed in this Section are excluded from the IAFF bargaining unit. For the purpose of this Section, the term "probationary" will not cover employees who have been promoted to the rank of lieutenant during the first year following that promotion and such persons shall continue to be a part of the bargaining unit.

**ARTICLE 3
NON-DISCRIMINATION**

Neither the City nor the Union will discriminate against any employee covered by this Agreement because of membership in the Union or on the basis of race, creed, color, national origin, religion, sex, political belief or age.

**ARTICLE 4
MANAGEMENT RIGHTS**

Except as expressly provided for in this Agreement, the City retains the sole right: (1) to manage its operations and direct the working force, including the rights to decide the number and location of stations, the operating of motorized equipment, the level of service to be performed, the method of the work required in its operations performed by employees covered by this Agreement; (2) to maintain order and efficiency in its stations and locations; (3) to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the City, good business judgment makes such curtailment or discontinuance advisable; (4) to hire, lay off, assign, transfer, limit outside employment, promote and determine the qualifications of employees; (5) to determine the starting and quitting time and the number of hours to be worked, and to have complete authority to exercise those rights and powers incidental thereto, including the right to

make changes, subject only to such regulations governing the exercise of these rights as they are expressly and specifically provided in this Agreement.

The City retains the sole right to discipline, suspend and discharge full time permanent employees for just cause. Probationary and temporary employees may be disciplined, suspended and discharged in the sole discretion of the City, and no right of appeal of any kind, including the grievance procedure from such action shall exist. The above rights of the City are not all-inclusive, but indicate the type of matters or rights, which belong to and of the City of Dunedin. Any of the rights, powers, and authority the City had prior to entering into this Collective Bargaining Agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

All those inherent management functions and prerogatives, which the City has not expressly modified or restricted by a specific provision of this Agreement, are not in any way, directly or indirectly subject to the grievance procedure. The City has the right to adopt and to change Standard Operating Procedures and Departmental Regulations, which are not in violation of any specific provision of this Agreement and to enforce the same.

The parties acknowledge that during negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

The City and the Union for the duration of this Agreement unqualifiedly agree that the other party shall not be obligated to bargain collectively with respect to any matter covered by this Agreement or any matter which could have been the subject of negotiations which resulted in this Agreement.

The Union agrees it will not, in any manner whatsoever, either directly or indirectly, support, condone or in any way assist with any movement or effort in the City of Dunedin which might in any fashion have the effect of changing or altering management rights or this Labor Agreement. Such Agreement includes, but is in no way limited to, the supporting, either directly or indirectly, of any City legislation, which would result in the alternation of any of the terms of this Agreement.

If, in the sole discretion of the City Manager, it is determined that a civil emergency exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency; provided, that wage and monetary fringe benefits shall not be suspended.

**ARTICLE 5
NO STRIKE**

The Union and its members agree to this no strike pledge in return for a full and fair hearing of disputes as a peaceful means of resolving differences as outlined in the grievance procedure.

The Union and the City will attempt to settle any further Agreement disputes in a fair and reasonable manner in accordance with applicable laws.

There will be no strikes, picketing, job action, work stoppage, slow downs, boycotts or concerted failure or refusal to perform assigned work during the term of this Agreement ("job action" as used in this Article, shall mean any action which has the intent or effect of other employees covered by this Agreement not reporting to or continuing to perform their assigned work).

Any employee found in violation of the above shall be subject to discipline up to and including discharge and only the question of whether or not the employee instigated, condoned, ratified, sanctioned or participated in such action shall be subject to the grievance and arbitration procedure.

Further, it is understood and agreed by the parties that the nature of the work in this Department bears directly upon the safety and welfare of the public at large and that any violation would give rise to irreparable damage. To that end, the Union agrees that neither it nor any of its agents, representatives or members shall sanction, ratify, approve, condone or participate in any of the above activities and that if such proscribed activities take place that the Union, through its representatives and agents, will make every reasonable effort to insure that such action immediately ceases. The City agrees that neither the Union nor any of its representatives shall be held liable for violation of this Article, if it can demonstrate that it has taken all reasonable actions to prevent or insure the cessation of those proscribed activities.

**ARTICLE 6
LABOR MANAGEMENT COMMITTEE**

There shall be a Labor Management Committee established to consist of not more than three (3) members appointed by the City Manager to include the Chief or his/her designee and not more than three (3) members appointed by the Union to include the Union President or his/her designee. The purpose of this Committee shall be to meet and confer concerning problems of a general nature, which may from time to time arise in the Department and to discuss solutions concerning resolution of any such problems. The Committee shall mutually agree that a meeting of the Labor Management Committee is needed and the time and place will be designated by the City within fifteen (15) days or as otherwise agreed upon. The Committee shall determine its own rules of operation.

Should the meeting occur during a participant's tour of duty, there shall be no loss of pay or benefits.

ARTICLE 7 GRIEVANCE PROCEDURE

DEFINITION: A grievance shall be defined as an alleged violation of the terms of this Agreement or the issuance of disciplinary action at or above the level of Written Warning.

Every effort will be made by the parties to resolve differences verbally with the employee's immediate supervisor, before making use of this Article. Any employee may request permission to discuss the issue with a higher supervisor without violating the grievance procedure, but shall not be guaranteed such a discussion.

All grievances submitted under this agreement or submitted under the Employee Service System Rules shall be in writing, contain a Grievance Record Form and as a minimum shall contain the following items of information:

1. The employee will properly indicate on the Grievance Record Form whether or not the grieving employee is proceeding under the grievance procedures set forth in this contract or under the existing terms of the City's Employee Service System Rules, this choice when made shall be final and shall determine the procedural steps involved in processing the grievance.
2. An excerpt of the Agreement language allegedly violated.
3. The facts or circumstances giving rise to the alleged violation.
4. The manner in which the grieving employee is affected by the alleged violation.
5. The remedy or grievance conclusion desired by the employee.
6. The employee will fill out and attach to the grievance a Grievance Record Form. All parties are responsible for properly signing and dating the Grievance Record Form. At Step 2 through Step 4, the grievance may be received by clerical staff if the appropriate person is not available.

Grievances or disputes, which may arise during the term of this Agreement shall be resolved in the following manner:

STEP 1 - The individual employee shall present the grievance in writing to the employee's District Chief within seven (7) days of the issue, giving rise to the grievance. The District Chief will have five (5) days from the receipt of the grievance to schedule and conduct a meeting with the aggrieved employee to discuss the grievance. The District Chief will have five (5) days from the date of the meeting to give the employee a written answer to the grievance.

STEP 2 - If the grievance is not satisfactorily resolved in Step 1, the employee, within five (5) days of the receipt of the answer in Step 1, may submit the grievance and the District Chief's written answer to the Deputy Fire Chief. The Deputy Fire Chief will have five (5) days from the receipt of the grievance to schedule and conduct a meeting with the aggrieved employee to discuss the grievance. The Deputy Fire Chief will have five (5) days from the date of the meeting to give the employee a written answer to the grievance.

STEP 3 - If the grievance is not satisfactorily resolved in Step 2, the employee, within five (5) days of the date of the answer in Step 2, may submit the grievance and the written answers from Step 1 and Step 2 to the Fire Chief. The Fire Chief will have five (5) days from the receipt of the grievance to schedule and conduct a meeting with the aggrieved employee to discuss the grievance. The Fire Chief will have five (5) days from the date of the meeting to give the employee a written answer to the grievance.

STEP 4 - If the grievance is not satisfactorily resolved in Step 3, the grievance and all written answers from previous steps may be submitted to the City Manager, with a copy to the Personnel Director within five (5) days after the conclusion of Step 3. The City Manager or his designee shall meet with the employee and the Union Representative to attempt to resolve the grievance within seven (7) days of receipt of the grievance.

The time limits on the employee shall begin at the time of such notification. The term "days" as used, herein, shall be deemed to be calendar days, not including Saturday and Sunday, legal holidays and the day on which the occurrence happened or the day from which such time period is measured. By mutual consent the time frames and/or steps in the grievance procedure may be amended. An incident grieved by more than one employee shall be considered a Combined Grievance. The grieving employees shall elect a spokesman from the grieving employees and present the grievance once at each step as a single grievance. The spokesman shall have the authority to resolve the grievance during the grievance meetings. An employee who did not originally file at Step 1 shall have no claim to any benefits received by the grieving employee when a grievance is resolved. This shall in no way infringe an employee's access to the grievance procedure within the prescribed time limits.

Any grievance not processed by the employee in accordance with the time limitations above shall be considered conclusively abandoned.

Any grievance not responded to by the City in accordance with the time limitations above shall automatically advance to the next highest step in the grievance procedure.

Employees shall be required to do the following in an internal investigation: to answer questions, respond to lawful orders and to render material and relevant statements, when such orders, questions, and statements are directly related to job responsibilities. Nothing in this Section shall violate an employee's federal or state constitutional rights.

ARBITRATION: Any grievance, which is not satisfactorily resolved in the above grievance procedure may be referred within ten (10) calendar days of the time the City Manager's

response was due in Step 5 to arbitration by the City or Union. The parties will attempt to mutually agree upon an independent arbitrator. If they cannot do so, one will be selected in accordance with the selection procedure of the Federal Mediation Conciliation Service or the United States Department of Labor, Arbitration Division (whichever is most available and least expensive) the sole function of that body being the appointment of the arbitrator.

The arbitrator shall have the power to decide a grievance and prescribe a remedy if the grievance is sustained. However, the arbitrator shall not have the power to add to, subtract from, modify or alter the Agreement. Further, the arbitrator shall submit an award within thirty (30) calendar days of the hearing, which award shall be final and binding upon both parties. The cost of the arbitrator shall be borne equally by the City and the Union. Each party shall bear the expense of its own witnesses and attorney and either party requiring a transcript shall bear the expense of the transcript. The arbitrator shall be empowered to determine whether an employee is subject to disciplinary action and to determine which remedy requested by the parties shall be implemented.

GRIEVANCE RECORD

NAME _____ DATE OF INCIDENT _____

CONTRACT ARTICLE/SECTION _____ ESSR ARTICLE/SECTION _____

GRIEVANCE TO BE PROCESSED UNDER _____ ESSR _____ CONTRACT (INITIAL ONE)

EMPLOYEE'S SIGNATURE _____ DATE _____

STEP 1

DATE GRIEVANCE RECEIVED _____ SIGNATURE OF DISTRICT CHIEF
BY DISTRICT CHIEF

DATE GRIEVANCE RETURNED _____ EMPLOYEE'S SIGNATURE OF RECEIPT
TO EMPLOYEE

STEP 2

DATE GRIEVANCE RECEIVED _____ SIGNATURE OF DEPUTY FIRE CHIEF OR RECIPIENT
BY DEPUTY FIRE CHIEF

DATE GRIEVANCE RETURNED _____ EMPLOYEE'S SIGNATURE OF RECEIPT
TO EMPLOYEE

STEP 3

DATE GRIEVANCE RECEIVED _____ SIGNATURE OF FIRE CHIEF OR RECIPIENT
BY FIRE CHIEF

DATE GRIEVANCE RETURNED _____ EMPLOYEE'S SIGNATURE OF RECEIPT
TO EMPLOYEE

STEP 4

DATE GRIEVANCE RECEIVED _____ SIGNATURE OF CITY MANAGER OR RECIPIENT
BY CITY MANAGER

DATE GRIEVANCE RETURNED _____ EMPLOYEE'S SIGNATURE OF RECEIPT
TO EMPLOYEE

**ARTICLE 8
REPRESENTATION**

Section 1 - There shall be one (1) Union representative for each shift. The names of shift Union representatives shall be given, in writing, to the Fire Chief or his designee; notification will be made by an officer of the Union. Notice of any change in Union representative assignment shall be given to the Fire Chief, in writing, within five (5) calendar days.

Any employee having a grievance shall have the right to take the matter up with his shift Union representative at his station, or other designated Union representative during working hours, if such action in no way interferes with normal departmental activities. Union representatives will not leave assigned duty stations without first obtaining permission from the District Chief.

Section 2 - The City and the Union will observe the statutory requirements of Florida Statute 112.80-.84 in all formalized disciplinary procedures within the purview of the Statute.

**ARTICLE 9
CHECK-OFF OF DUES**

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for payment of initiation fees, assessments, or fines.

The Union will initially notify the City as to the amount of dues. Such notification will be certified to the City, in writing, over the signature of an authorized officer of the Union. Changes in Union membership dues will be similarly certified to the City, and shall be done at least one (1) month in advance of the effective date of such change.

Dues shall be deducted each pay period and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) calendar days. The Union agrees to indemnify, save and hold the City harmless against any and all claims, suits or judgments arising because of the City's action or non-action in accordance with the provisions of this Article.

This payroll deduction shall be revocable by the employee notifying the City, in writing, on a prescribed form.

For the purposes of putting this Article into effect, the City will approve forms furnished by the Union Treasurer for such individual authorization, reading as follows:

AUTHORIZATION FOR DEDUCTION OF UNION DUES

I hereby authorize the City of Dunedin to deduct from my wages each pay period, effective _____, the current normal Union Dues of _____ per pay period, and to remit this amount to the Treasurer of Local #2327 of the International Association of Firefighters. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Signed: _____ Date: _____

Notary: _____ Employee No.: _____

AUTHORIZATION FOR CHANGE IN DEDUCTION OF UNION DUES

I hereby authorize the City of Dunedin to change the amount of dues deducted from my wages each pay period, effective _____, from _____ to _____, and to remit this amount to the Treasurer of Local #2327 of the International Association of Firefighters. I understand that this authorization is voluntary, and that I may revoke it as any time by giving the City notice in writing.

Signed: _____ Date: _____

Notary: _____ Employee No. _____

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF UNION DUES

I hereby instruct the City of Dunedin to stop deducting from my wages the current dues for Local #2327 of the International Association of Firefighters, effective _____.

Signed: _____ Date: _____

Notary: _____ Employee No.: _____

ARTICLE 10 RESIDENCY

All new employees shall be required to reside within Pinellas County, Pasco County, Hillsborough County, Hernando County or Manatee County. The employee shall provide a source of telephonic communication for the employee's place of residence and any off duty employment and such information shall be kept current at all times. New employees will be granted a two-year time period, commencing on date of hire, within which to meet the requirements of this Article.

In the event that the City determines that the above residency requirements are detrimental to the operation of the Department, the City may reopen this Article during the term of this Agreement and bargain any desired changes in this Article to resolution.

ARTICLE 11 EXCHANGE OF DUTY TIME

Employees within the Department may exchange on duty time upon the following conditions:

- A. The employee exchanging duty must be acceptable to the District Chief on the shift the employee will be working. For the purposes of exchange of duty the following categories will be recognized:
 - 1. Lieutenants must exchange with another Lieutenant.
 - 2. One exchange of duty on any given day may be between unequal firefighters. All other swaps approved for the same day may require identical skills in the sole discretion of the District Chief. Identical skills are identified as Engine Driver, Truck Driver, Paramedic and EMT.
- B. Any training missed due to exchange will be made up. If training cannot be made up within 60 days without the payment of overtime, exchange of duty will be denied.
- C. Each employee may swap off 18 times during a calendar year in increments of not less than 4 hours. Such swaps may be for a full shift or any portion of a shift not less than 4 hours. However, after 1600 hours Monday through Friday and on weekends and City recognized holidays an employee can swap in increments of not less than 2 hours. Swaps of less than 4 hours must have identical skills. The employee shall not exceed a total of 216 hours in a calendar year. The 216 hour maximum may be exceeded in the event of emergency or other unusual circumstances upon approval by the Fire Chief or designee.

- D. If the employee is swapping off in order to attend class to which they would normally be entitled to educational leave and educational leave is not available because of manpower, then, the number of swaps will not count towards the yearly total of 18 exchanges or counted toward annual maximum hours.
- E. The employee working the time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.
- F. If the employee agreeing to exchange duty time is sick or fails to appear for the scheduled exchange, his annual leave account or pay, if annual leave is exhausted, will be charged. If the employee provides certification from a licensed physician that the employee is sick, the employee will be allowed off for the day and the employee's sick leave account will be charged. If an employee is on Department Workers Compensation status at the time of the exchange, no leave account will be charged. The Department shall have the right to have an employee in Workers Compensation status report for appropriate duty during the shift.
- G. The person agreeing to fill in for another employee is obligated to remain on duty in the absence of the person with whom the exchange is made.
- H. Notwithstanding any provision to the contrary above, the City shall not be required to allow an exchange if doing so would impose upon the City liability for any additional overtime compensation. Prior to disallowing the exchange for this reason the City shall notify the Union concerning the basis for the decision to do so and discuss alternatives to avoid overtime compensation and comply with appropriate laws, regulations and Department needs.
- I. No exchange of duty will be approved which will result in an employee working more than 72 consecutive hours.

ARTICLE 12 PERSONNEL REDUCTION

In the case of personnel reduction, the employee in the first classification affected with the least seniority shall be laid off first. Provided, however, if there is an employee in a lower classification with less seniority, the employee in the lower classification will be laid off if the employee affected by the initial layoff desires to work at the lower classification. No new employee shall be hired until such time as all employees who have been laid off or temporarily shifted to a lower position within the preceding twelve (12) months have been given the opportunity to return to work, if such employee is physically qualified to perform available work at the time of recall. Seniority in the City's fire service shall be given the utmost consideration in both layoffs and recall from layoffs. In the event the amount of time in the classification is equal, the order in which the employees are laid off or recalled will be at the discretion of the Department Director based on the employee's employment

and professional record, provided that membership or non-membership in the Union shall not be considered by the Department Director.

ARTICLE 13 BULLETIN BOARDS AND FILE CABINETS

The City agrees to furnish the Union with a bulletin board for its exclusive use at each Fire Station and in the Fire Administration Building. Each board shall be sufficient in size to accommodate four 8 1/2 by 11 inch sheets of paper. The only material posted on said bulletin board shall be notices regarding time and place of Union functions. All notices will be approved by the Shift Commander in advance of posting; however, approval will not be unreasonably withheld or delayed.

The Union shall be permitted to keep two small file cabinets at each station, unmarked except for drawer content labels, at a fire station. These file cabinets will be kept in an out-of-the-way place as designated by the City and will not interfere with the operations of the Fire Department.

ARTICLE 14 SAFETY

The City and Union agree that safety for fire fighting personnel be given the highest consideration with respect to all personnel adhering to department policies and procedures, purchase of equipment, procedure implementation, adhering to training methods, etc., with regard to safety.

No employee covered by this Agreement shall be required to operate any vehicle or equipment, if the vehicle or equipment is deemed to be in an unsafe operating condition.

Departmental management will make every reasonable effort to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage the employees to work in a safe manner and comply with all department policy and procedures.

The District Chief's determination of whether the vehicle or equipment is safe or not is final. In an emergency situation the office-in-charge will make the final determination.

ARTICLE 15 LIFE INSURANCE

The City will provide the death benefits and insurance benefits as are set forth in Chapter 112.191 and 112.1914 of the Florida Statutes.

**ARTICLE 16
PREVAILING RIGHTS**

All rights, privileges and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in effect until addressed by written General Orders, and amendments thereto.

In the event that the City determines to make a change in existing terms and conditions of employment that will have a substantial impact on the employees, including changes to General Orders and Departmental regulations, the City will notify the Union at the earliest possible, practicable time after the matter has been identified and determination has been made that modification is necessary. The Fire Chief, his designee, or other City Administrator will meet with the Union for a full and open discussion on such proposed change or concern on a timely basis as is reasonable under the circumstances.

The City has the right to adopt and to change General Orders and Departmental Regulations, which are not in violation of any specific provision of this Agreement and to enforce same.

**ARTICLE 17
INDEMNIFICATION**

Section 1 - The City will provide for the defense of employees when acting in the scope of employment in the absence of gross negligence as is authorized by Chapter 111, Florida Statutes and as limited by Chapter 768 Florida Statutes unless the employee's defense is undertaken by an insurance provider, another public agency or other defense provider.

Section 2 - The City will not object to the IAFF joining in any suit filed on behalf of the employees arising from suits covered in Section 1.

**ARTICLE 18
CONTRACT DISTRIBUTION**

The Union will distribute a copy of this Agreement to each employee covered by this Agreement. The Union will distribute a copy of this Agreement to each employee covered by this Agreement. This will be accomplished by posting the Agreement on the City network under Public Folders, sub-category Union Contract. This will be for a time period as long as the computer system exists.

**ARTICLE 19
DISCIPLINARY ACTION**

When an employee has received disciplinary action through the Progressive Disciplinary Program and has successfully demonstrated their commitment for the designated periods of time, the official paperwork relating to the actions will be kept in a separate section of the official personnel file in accordance with Florida Statute 119. These inactivated disciplinary records will not be considered or viewed by supervisors when considering an employee for promotion, transfer, performance evaluation or other employment opportunity. However, should an employee develop any disciplinary problems subsequent to the inactivation with the result that their employment has been recommended for termination, the employee's entire work history will be available for review by the City Manager and/or available during any pre or post-termination procedure.

Commendations, thank-you notes and other written communication reflecting favorably upon the employee's job performance will be archived in the official employee file, provided that the writer is identified and signs the document.

**ARTICLE 20
UNION BUSINESS**

- A. The Union President or his designee will be granted three (3) shifts of duty per year for attendance at Union conferences without loss of pay. The Union President shall request such time off from the Fire Chief not less than seven (7) calendar days in advance of any such absence. Such time off will be approved by the Fire Chief unless the presence of the employee is necessary for training, in order to avoid overtime payment, to avoid falling below minimum manning levels or for any other reason directly related to the public safety in the sole discretion of the Fire Chief. One 24-hour shift may be broken into time periods of not less than four (4) hours in duration and the other two (2) shifts must be taken in their entirety.
- B. Employees may donate a minimum of two (2) hours of their annual leave time toward the Union business pool time account. When a Union official utilizes Union pool time, the Union official will submit a written memo to the Fire Chief. The Union's request for pool time off will include the total number of requested hours off, and vacation forms filled out by each employee. Employees may donate to the Union business pool time account by filling out a vacation request form, providing such donation shall be made voluntarily by the particular employee. The Union business pool time account may not exceed 96 hours in any fiscal year.

Union officials utilizing pool time shall not be on duty and shall not be eligible, during the time of utilization, for Workers Compensation benefits in case of injury.

- C. If the Union President or designee does not wish to use paid time off for Union business (pursuant to paragraph A above) or if it is exhausted, he or she may

utilize Exchange of Duty (pursuant to the provisions of Article 11) for a maximum total of 48 hours in a 12-month period in increments of not less than 4 hours. Said Exchange of Duty will not be counted toward the individual's limit per year as established in Article 11.

**ARTICLE 21
LEAVE OF ABSENCE WITHOUT PAY**

- A. The Fire Chief, with the approval of the City Manager, may grant a permanent employee a leave of absence without pay up to one (1) year in length, under circumstances warranting such action. For the purpose of this Article a leave of absence will be for a minimum period of thirty (30) consecutive calendar days.

Failure of an employee to return to duty upon the expiration of leave without pay shall be interpreted as a resignation.

- B. Anniversary pay increments shall not be credited during leave without pay.
- C. An employee shall return from leave without pay to the same step of the salary grade as at the time of commencement of leave.
- D. Retirement credit may be maintained if allowed in the plan in operation, provided the employee pay both the employee's and the City's share of the retirement plan premiums.
- E. If the employee enjoys group health insurance coverage offered by the City to non-contract employees, this health insurance group membership may be maintained, provided the employee pays the total cost of the group insurance premium.
- F. An employee returning from a leave of absence without pay shall be entitled to employment in the same department in the same or equivalent class wherein employed when leave began.
- G. An employee on leave without pay shall not earn annual or sick leave while on leave of absence.

**ARTICLE 22
FUNERAL LEAVE**

Employees shall be granted time off with pay not to exceed three (3) days in the event of a death in their immediate family for the purpose of funeral attendance, but may be extended to five (5) days in the event of an out-of-state funeral. Funeral leave shall not be charged to annual or sick leave. Computation of leave shall be based on consecutive

calendar days, including weekends whether worked or not. If requested the employee shall provide the Fire Chief with evidence that funeral services were attended.

"Immediate family" shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, step father, step mother, step child, step brother, step sister, half-brother, half-sister, brother-in-law, sister-in-law, uncle, aunt, nephew, son-in-law, daughter-in-law, niece, or ward living in the employee's household. In the event of in-state funeral leave, three (3) consecutive days shall be calculated as the day of the funeral and one day before the funeral and one day after the funeral. In the event of an out-of-state funeral, funeral leave shall be calculated as the day of the funeral and two (2) days before the funeral and two (2) days after the funeral.

ARTICLE 23 DISABILITY LEAVE

An employee who is temporarily disabled in the line of duty may receive full pay for some or all of the period of the disability without charge against annual or sick leave, subject to the following steps:

- A. The disability must have resulted from an injury or an illness sustained in the performance of the employee's duties, as provided in the State Workers Compensation Act.
- B. If incapacitated for their regular position, the employee may be given other duties with the Fire Department for the period of recuperation, if practical. Unwillingness to accept such an assignment as directed by the Fire Chief or the Assistant City Manager will make the employee ineligible for disability leave during the time involved.
- C. Review of the employee's medical condition and ability to return to work will be administered pursuant to the Workers' Compensation Law.
- D. Disability leave with full pay for such period as determined by the City Manager, not to exceed one hundred twenty-six (126) calendar days (90 days for 40-hour employees) for any one injury, may be allowed the employee, when recommended by the Fire Chief and approved by the City Manager.
- E. At the conclusion of paragraph D full pay disability pay period (if such is allowed by the City Manager) if the City Manager determines to continue the employment of the employee, the employee may use all sick leave and then vacation leave to supplement Workers' Compensation pay.
- E. At any time during the disability leave period the case may be reviewed by a panel of the Fire Chief and the Assistant City Manager. The review panel shall make a

recommendation to the City Manager concerning the proper disposition of the case and the continuance of the employee in City employment. The Union may make a written recommendation to the City Manager contemporaneously with the panel recommendation.

- F. No annual or sick leave shall accrue during a period of disability leave unless the employee is working pursuant to paragraph B of this Article.
- G. Payment of disability leave shall be contingent upon the assignment of Workers' Compensation payments received by the employee to the City for the period of the disability leave.

ARTICLE 24 SICK LEAVE

Section 1 - Eligibility

Employees shall be entitled to earn and accrue sick leave. Sick leave shall be computed from the starting date of employment.

Section 2 - Rate at Which Sick Leave is Earned

Sick leave with pay shall be earned at the rate of 5% of each base pay period.

Section 3 - Charging Sick Leave

Sick leave shall be charged as used. Sick leave will be charged at the discretion of Departmental Management in quarter hour minimum increments.

Section 4 - Request for Sick Leave

To receive compensation while absent on sick leave, the employee, if off duty, shall notify the District Chief on duty one hour prior to the time set for the beginning of the daily duties, or if on duty, any time after the time set for beginning the daily duties. This provision will be waived by the Fire Chief, if the employee submits evidence that it was impossible to give such notification.

Section 5 - Use of Sick Leave

Employees shall be eligible to use sick leave as earned for the following purposes:

- A. Personal injury, pregnancy or illness not connected with work.

- B. Exposure to a contagious disease, which would endanger others. The City physician shall be the final authority as to an employee's suitability for work under this subsection.
- C. In recognition of the fact that the City is the primary employer of the employee and that the nature of the employee's duties are a public safety function necessitating the employee to be on duty as scheduled, except under exceptional circumstances, and that the employee's first obligation is to be on duty for the safety of the public, limited use of sick leave as is set forth herein below is allowed for the illness of a member of the employee's household. The employee may use sick leave as earned for illness of a member of the employee's household which requires the personal care and attention of the employee only for the period of time that another responsible member of the household is unavailable for such purpose, hereafter referred to as sick-family leave. Sick-family leave shall be subject to the following provisions:

Each use of sick-family leave in excess of 72 hours (24 for 40-hour employees) or 3 occasions (whichever comes first in a 6-month period) shall require a certification from a licensed physician or other documentation satisfactory to the Department that the family member is under treatment by a physician and that the family member requires the personal care and attention of the employee for the time for which sick leave is requested and that another responsible member of the household is unavailable for such purposes. This requirement may be waived at the sole discretion of the Fire Chief.

Sick-family leave shall be limited to 144 hours (80 for 40-hour employees) in a 12-month period with the exception of documented catastrophic illness.

Catastrophic illness is an illness constituting a life threatening or major and extended debilitating medical condition. In the case of documented catastrophic illness, a total of 1440 hours (1040 for 40-hour employees) may be used in a 12-month period.

- D. Sick leave may be used for medical and dental appointments only by 40 hour employees and may be used by 24 hour shift employees in emergency situations or when off duty scheduling of such appointments is not possible within a reasonable time given the medical situation.

Section 6 - Accumulation of Sick Leave

There shall be no limit on the amount of sick leave that can be accumulated.

Section 7 - Certification by a Physician

Whenever employees use sick leave they may be required by the Fire Chief to submit a certificate from a licensed physician, whether or not the standards of Section 5 have been met. If it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued annual leave. Claiming sick leave when physically fit, and when not allowed under Section 5 of this Article shall be cause for disciplinary action.

Employee will be informed upon reporting to the District Chief, pursuant to Section 4 hereof, whether or not a physician's certificate will be required.

The Department may require certification by a physician in its sole and absolute discretion including the implementation of a program, which requires such certification on a random basis. Nothing in this Article shall in any way limit the Department's right to require certification by a physician when sick leave is used.

Section 8 - When Earned Sick Leave is Exhausted

When an employee's earned sick leave is exhausted and the employee is out because of sickness, the employee shall be advanced sick leave as needed up to an amount equal to the accumulated annual leave, unless the employee requests to be placed on leave without pay status as provided in this Agreement. Annual leave so encumbered may not be subsequently used until such time as the employee's sick leave account is in balance.

Section 9 - Payment of Unused Sick Leave

A. Employees resigned or retired from the City service after five or more years of continuous service shall be paid a portion of their earned accumulated sick leave at the time of resignation or retirement as follows:

5 years of continuous service	25%
10 years of continuous service	30%
15 years of continuous service	40%
20 years of continuous service	50%

B. To be eligible for payment of unused sick leave, an employee on a 40-hour work week must have a balance of 160 hours in the sick leave account. A 56-hour work week employee must have a balance of 240 hours.

C. The maximum amount of hours compensated for will not exceed 1000 hours of sick leave.

Section 10 – Annual Conversion of Sick Leave to Vacation Leave

- A. Employees having more than 240 hours of sick leave available on the books will be given the option of converting their sick leave to vacation leave based upon the number of sick leave hours used during the previous year.
- B. The conversion will occur on October 1st of each year (2005, 2006 and 2007) and will be based on the previous fiscal year (October 1 through September 30).
- C. Hours may be transferred in accordance with the following schedule:
 - 0 – 24 hours used, convert 48 hours of sick leave to annual leave
 - 25 – 48 hours used, convert 36 hours of sick leave to annual leave
 - 49 – 72 hours used, convert 24 hours of sick leave to annual leave
 - 73+ hours used, convert 0 hours of sick leave to annual leave
- D. After the transfer of hours, the sick leave balance shall not decrease below 240 hours. For situations where an employee is available to convert sick leave hours to annual leave and that employee's current balance will decrease below 240 hours, then the employee can only convert the amount of hours to maintain 240 hours. (i.e. employee uses 12 hours of sick leave, has 240 hours of sick leave on the books, can only convert 20 hours to annual leave.)
- E. The request to transfer hours must be submitted to the Fire Chief through the chain of command no later than September 1st of each fiscal year.

**ARTICLE 25
VACATION LEAVE**

Section 1 – Vacation leave shall be accumulated according to the following schedule:

56-Hour Employees

<u>Service Years Completed</u>	<u>Shifts Accrued Per Year</u>
0	7
3	9
5	10
10	11
15	12

40-Hour Employees

<u>Service Years Completed</u>	<u>Hours Accrued Per Week</u>
0	2.00
8	2.15
9	2.30
10	2.50
15	3.00

Vacation leave shall be charged to accrued time as taken. Vacation leave will be taken in increments of 24 hours. As an exception to the 24-hour increment, each employee will be allowed to utilize vacation leave on 12 occasions during a calendar year in increments of not less than 4 hours. As an exception to the four (4) hour minimums set forth herein, after 1600 hours Monday through Friday and on weekends and City recognized holidays an employee can request vacation leave in increments of not less than two (2) hours. In the event that vacation leave is requested for a period of less than four (4) hours, the employee will be required to provide a written guarantee of an available employee with identical skills to work on overtime for such period (this overtime guarantee will be an exception to the four (4) hour overtime minimum set forth in Article 29). All such vacation leaves will be counted against the 12-occasion maximum regardless of the duration of the leave.

Employees requesting vacation in order to attend approved classes to which they would normally be entitled to educational leave will be allowed to break three additional 24 hour shifts into blocks of not less than 4 hours for such purposes and the use of vacation leave for such purpose will not count toward the 12-occasion maximum set forth above.

Section 2 - Request for Vacation Leave

The request for vacation leave shall be submitted through the chain of command for approval by each supervisor up to and including the Fire Chief or his designee on approved forms designated by the Personnel Director. Vacation leave may be taken only after approval by the Fire Chief or his designee. Denial of a request for vacation leave may be based on department efficiency, training schedules, physical examination schedules, manning, the necessity of paying for overtime, or any other factor deemed appropriate by the Fire Chief relative to the needs of the public, or economic efficiency. The reason for denial of a request for vacation leave will be noted on the vacation request form. Leave may be used only as earned and vacation leave with pay shall not be allowed in advance of being earned unless granted by the City Manager in emergency situations.

Fire Department seniority by shift shall be the prime consideration for the allocation of vacation leave, provided that such leave is requested on or before January 15 of each year, subject to the following guidelines. The Fire Department will provide each District Chief with a seniority roster based on Fire Department Seniority by Shift. Two employees will be allowed off on vacation leave at any one given time.

Between January 1 and January 15, the District Chief will start the vacation selection process. Any employee who might be off duty that shift will leave written information pertaining to vacation preferences with the District Chief.

The first round of vacation selection will start with the senior most employee being asked to select a block of continuous duty time of not less than four hours. After the senior person has selected, the District Chief will advance on to the next employee on the

seniority list, then the next and so on down the list until all personnel have had a chance to select one time period.

The second round of vacation selection will start with the senior most employee being allowed to select another block of continuous duty time of not less than four hours.

The third round of vacation selection will start with the senior most employee being allowed to select another block of continuous duty time of not less than four hours.

After the completion of the third round of vacation selection, subsequent vacation selection will be done on a first request basis for any remaining accrued vacation time.

Employees may select hours of vacation equal to the amount shown on the employee's current check stub and any vacation hours that the employee may earn before the requested vacation date. If an employee does not select vacation during the vacation selection process, the employee may select vacation throughout the year but will be subject to a first come first approved basis and seniority will not be a factor. Two employees will be guaranteed vacation time off as long as the request is made not less than thirty (30) days in advance. Requests for vacation must be made thirty (30) days in advance unless waived by the employee's District Chief, unless the shift District Chief cannot contact the employee's District Chief after a reasonable effort. If the thirty-day provision is waived and the employee was scheduled for training, physical or other department needs, the employee will be required to attend such event at no cost to the City on their own time. Vacation scheduled will be required to be taken as scheduled except employees wishing to cancel scheduled vacation leave must provide not less than 30 days written notice to the District Chief. The District Chief may allow the cancellation of vacation upon shorter notice in the District Chief's sole discretion. Preapproved vacation leave will not be subject to cancellation as to the two employees approved for leave on any given day. Approved vacation leave shall not be canceled due to City initiated shift assignment changes.

Section 3 - Use of Vacation Leave

After completion of six (6) months continuous service, the employee shall be eligible to use such leave as earned subject to approval of the Fire Chief or his designee.

Section 4 - Accumulation of Vacation Leave

It is the intent of this Agreement to have employees take their vacation leave yearly for the period in which it was earned. Employees carrying excess leave should be afforded the opportunity to use the excess leave.

A total of 240 hours of vacation leave for 56-hour employees and a total of 160 hours of vacation leave for 40-hour employees is the maximum that may be carried over from one fiscal year to the next.

If the employee is afforded the opportunity to use the excess vacation leave during the January selection process, and the employee refuses to take the leave, the accumulation will be converted to sick leave.

Section 5 - Payment of Unused Vacation Leave

Employees separated from the service shall be paid in a lump sum for all unused vacation leave, except that if the employee fails to give fourteen (14) calendar days notice of resignation, then the employee's right to payment of unused vacation leave shall be forfeited.

ARTICLE 26 HOLIDAYS

It is recognized that because of the nature of employment with the Fire Department, recognition of holidays is not possible for granting holiday leave on holidays. Therefore, each 56 hour work week employee shall receive a bonus pay of 16.8 hours pay at straight time for the holidays established in the Employee Service System Rules, whether working or not. Each 40-hour work week employee shall be on call for the holiday and receive a bonus of 9 hours pay at straight time whether worked or not for the holidays established in the Employee Service System Rules. This bonus shall be reflected in and paid in the paycheck for the pay period in which the holiday(s) fall. Annual leave may be granted on holidays at the discretion of the Fire Chief or his designee. Any and all additional holidays granted to any other City employees shall be granted to this bargaining unit.

ARTICLE 27 OVERTIME AND WORK WEEK

Section 1 - The normal hours per week shall be in accordance with the following schedule:

40-hour work week - Personnel whose normal work week is forty (40) hours shall be compensated at a rate of time and one-half (1 1/2) for all hours over 40 hours.

56-hour work week - Personnel whose normal work week is fifty-six (56) hours shall be compensated at a rate of time and one-half (1 1/2) for all hours over 56 hours.

Section 2 - Each employee shall be fully prepared to assume duties at the beginning of their shift with the exchange of personal gear on the various emergency vehicles. After such exchange of personal gear, the employee shall be capable of responding to an emergency call without any further personal preparation.

Personnel reporting late for duty or leaving duty without authorization before the end of the 24-hour shift shall be subject to disciplinary action according to the Department's Progressive Disciplinary Policy.

Section 3 - When the City has reason to believe that there will be an overtime situation, the District Chief will decide what qualifications are needed and will make a reasonable attempt to utilize on duty personnel in order to minimize the amount of qualifications needed for the overtime employee. The District Chief will begin to contact employees that meet the criteria needed and the first person they contact will be obligated to report for, or remain on duty until the shortage of personnel no longer necessitates the need for overtime.

Overtime shall begin at such time as an employee is prepared to assume duty in proper uniform with personal gear.

Section 4 - Notwithstanding any provision to the contrary, the City retains the right to adjust work schedules. Prior to making any such change, the City will provide the Union not less than 30 calendar days notice, and, if requested, bargain with the Union concerning the anticipated change.

Section 5 - The overtime needs of the Department which are time sensitive, (meaning the ability of the City to provide full service is compromised by not being able to keep all equipment in service, as determined by the District Chief. The method of overtime administration shall be a joint venture between the Union and the City and may be modified from time to time upon written memorandum to the Union in the City's sole discretion and without impact bargaining such change. If the City determines to administer the overtime program, the City will consult with the Union in a Labor Management setting with the intent to reconcile issues, but if not reconcilable to the City's satisfaction, then the City will administer the program.

ARTICLE 28 CALL IN

Employees required to report to work from an off duty status not contiguous with their normal shift shall be guaranteed four (4) hours work at the overtime rate. Overtime will start fifteen (15) minutes prior to the employee reporting to assigned station. The City may require the employee to remain on duty for the duration of the four (4) hour period or for as long as he or she is needed to perform useful duties relative to the ready response of the Department.

Court time shall be considered the same as Call In for compensation purposes.

Exceptions to the guaranteed four-hour overtime clause shall be permitted only by the written agreement of the Fire Chief and Union President.

**ARTICLE 29
PAY PLAN**

Section 1 – Eligible employees will receive a the following salary adjustment effective the first pay period of the applicable fiscal years calculated on the midpoint of the appropriate salary category of Firefighter EMT, Firefighter Paramedic or Fire Lieutenant held by the employee on October 1, said salary adjustment to be effective on the first pay period of fiscal year 2004/2005 or upon execution of this Agreement, whichever is later.

2004/05	5%
2005/06	5%
2006/07	5%

This adjustment, when added to the employee's then current salary will be the employee's salary for the ensuing fiscal year. The criteria for an employee receiving a salary adjustment is an overall rating of "good" on the employee's performance evaluation. The minimum, maximum and midpoint salary levels for Firefighter EMT, Firefighter Paramedic, and Fire Lieutenant are as follows:

The minimum, maximum and midpoint salary levels for FY 2005/2006 and FY 2006/2007 shall be adjusted in the same manner as pay ranges are adjusted for general employees of the City based upon a recommendation from the City's pay and classification consultant and as adjusted, changed and finally determined by the City Commission for all City employees.

Section 2 - In the event an employee received a performance appraisal, which results in a failure to receive a salary adjustment increase because of the employee's failure to achieve an overall rating of "good" the continuing evaluation and disciplinary process will be administered pursuant to the current Performance Evaluation Guidelines and Progressive Discipline Policy.

In the event an employee received a performance appraisal, which results in a failure to receive a salary adjustment increase, the employee shall have the right to request and receive a review of his or her performance every ninety (90) days following such denial. At the end of a one hundred eighty (180) day period, the City shall make a determination to grant the salary increase, withhold the salary increase, or take further action. Salary adjustment increase shall not be the subject matter of a grievance in accordance with the ESSR.

Salary adjustment increases will be subject to funds budgeted for such purpose by the City Commission. The salary adjustment increase will be subject to all provisions of the Employee Service System Rules and Pay Plan procedures relative to such salary increase system and to such administrative regulations as the City Manager may put into effect from time-to-time during this contract not in conflict with the provisions of this Agreement.

Section 3 - All employees having certifications or licenses as EMT's or Paramedics will maintain such certifications or licenses in current and active status from the State of Florida and/or the Pinellas County Medical Director at all times as a condition of employment. All new hires shall be in the category of Firefighter Paramedic unless such requirement is waived by the City Manager for public policy or Department efficiency reasons.

In the event of upgrade in category during the fiscal year, the employee's salary shall be adjusted to no less than the minimum of the new category commencing in the pay period immediately following Fire Department written recognition of the new status and issuance of the appropriate certification or license.

Section 4 – On October 1, 2005 and on October 1, 2006 all persons then currently serving as Firefighter Paramedic or Lieutenant Paramedic will receive a salary increase of \$500. New Firefighter Paramedic and Lieutenant Paramedic employees achieving this designation during the fiscal year shall receive a prorated salary adjustment.

Section 5 – On October 1, 2004, October 1, 2005 and October 1, 2006 all persons then currently serving as a Firefighter EMT or Lieutenant EMT will receive a salary increase of \$250.

Section 6 - Regular status employees, other than Lieutenants who have successfully completed a qualification and training process and are fully prepared and capable of performing the duties of driver/operator of first response vehicles will receive an assignment bonus of \$1,000 per fiscal year, said bonus to be paid incrementally on a bi-weekly basis during the fiscal year in which such bonus is earned. Said bonus shall not be a part of base salary. The driver/operator assignment bonus will be paid prorata when such assignment is for a partial year. Driver/Operators shall be requalified every two years to qualify for such assignment. The Fire Department shall establish education, testing and training standards to determine the employee's qualifications for initial appointment and the continuation in such status.

Section 7 - No employee shall receive a salary greater than the maximum established for the employee's salary category. An employee whose salary is below the maximum for his or her salary category, but who cannot receive a full merit adjustment, will have the employee's salary adjusted to the maximum and receive the balance of the merit adjustment, not to exceed the CPI adjustment referred to hereinafter, in the form of a bonus to be paid to the employee in the employee's first pay period for the fiscal year. An employee whose salary is at maximum level will receive no merit adjustment and receive a CPI salary bonus as applicable to general employees as established by the City Commission, said CPI bonus to be paid in the first pay period of the fiscal year. The payment of said CPI bonus shall not become a part of the employee's base salary.

Section 8

- a. In the event that a Firefighter/EMT or a Firefighter/Paramedic becomes a Lieutenant, that employee's salary shall be adjusted to the Lieutenant minimum salary grade or given a 7.5% pay increase, which ever is greater.
- b. In the event that a Firefighter/EMT becomes a Paramedic, that employee's salary shall be adjusted to the Paramedic minimum salary grade or given a 7.5% pay increase, whichever is greater.

ARTICLE 30 EDUCATION INCENTIVE PLAN

Section 1 - The City agrees that employees covered by this Agreement will be reimbursed as follows for authorized courses of instruction subject to funding availability in the Department budget. Authorized courses shall be defined as those leading to a degree in Fire Administration, Fire Science, Emergency Medical Services or Emergency Management as defined as part of the curriculum of a Florida accredited college or university or related to Fire management or other such courses as specifically approved by the Fire Chief. Elective courses will be specifically approved by the Fire Chief other than those leading to a degree. Education reimbursement and buy back will be subject to the Educational Reimbursement Policy for general employees dated January 1, 1996, however Section III (B)(9) shall not be applicable. There shall be no educational reimbursement for "life experience" course credits or credit waivers.

The educational benefit herein provided shall only be utilized upon the employee exhausting all other possible third party educational benefits.

Section 2 - Supplemental compensation, as a bonus, as set forth below shall be paid to an employee complying with the following criteria:

The receipt of an associates degree in a course of study authorized in Section 1 from a Florida accredited college or university, or a college or university that is accredited by an agency that is recognized for credit transfer to a college or university of the State of Florida. The pursuit of such degree and the college or university shall be approved in advance by the Fire Chief and shall be subject to the City's then current Education Reimbursement Policy.

\$40.00 per month

The receipt of a bachelors degree in a course of study authorized in Section 1 from a Florida accredited college or university, or a college or university that is accredited by an agency that is recognized for credit transfer to a college or university of the State of Florida. The pursuit of such degree and the college or

university shall be approved in advance by the Fire Chief and shall be subject to the City's then current Education Reimbursement Policy.

\$80.00 per month

Section 3 - Time off with pay for attendance at an authorized course shall be granted, provided that departmental manning is not at or below the minimum level established by the City. In the event two or more employees simultaneously request the same time off for education purposes, the priority for granting time off shall be by seniority. The request for said time off shall be processed in the same fashion as vacation leave. When time off with pay is not granted, an employee may use exchange of duty time with approval from the immediate supervisor.

Section 4 - After approval by the Fire Chief, fire schools, seminars, and continuing education contact hours (CECH) may be pursued and each forty (40) hours of such approved programs as to CECH's, which are current within three (3) years from the date of the pay period in which such benefit is to be paid, shall provide \$10.00 in monthly benefits up to a maximum of \$30.00. Mandatory Fire Department training provided on duty will not be counted toward CECH benefits. CECH's applicable for approval shall be directly related to the employee's job function.

Section 5 - Every permanent employee who obtains a State Fire Officers' Certificate as issued by Florida Fire Standards and Training shall receive \$30.00 per month.

Section 6 - The Labor Management Committee as provided for in Article 6 shall also function as an Education Committee.

Section 7 - The monthly benefits paid herein are in the form of an incentive bonus and are not part of the base salary of the employee. They shall be paid at the times as are set forth in this Article or in the last pay period of the fiscal year if payment date is not specified.

Section 8 - Employees agree to a two (2) year buy back of educational benefit payments to be administered in accordance with the City's Education Reimbursement Policy for all City employees.

Section 9 - In each budget year of this Agreement the City Manager shall request the City Commission to allocate the sum of \$225 per employee for tuition reimbursement funding in the Fire Department budget. The final budget allocation for such purpose shall be a discretionary legislative decision of the City Commission. The resulting budget allocation will not entitle any specific employee to a particular amount of funds available for tuition reimbursement.

**ARTICLE 31
UNIFORMS AND EQUIPMENT**

Section 1 - The City shall furnish all uniforms and equipment which employees are required to wear or use by the Department for all employees covered by this Agreement. The uniforms required to be furnished by the City shall consist only of the following:

- Class A Uniform: each five-year employee will be issued a Class A Uniform.
- Dress shirts: each employee will receive one (1) short-sleeve dress shirt and one (1) long-sleeve dress shirt upon hire or promotion, only replaced upon proper request by employee
- Uniform pants: maximum three (3) per twelve-month period, only replaced upon proper request by employee
- Uniform Work Shorts: maximum four (4) per twelve-month period, only replaced upon proper request by employee
- Uniform T-shirts: maximum eight (8) short-sleeve, maximum three (3) long-sleeve per twelve-month period, only replaced upon proper request by employee
- Jumpsuit: maximum one (1) per twelve-month period, only replaced upon proper request by employee
- Uniform Belt: maximum one (1) per twelve-month period, only replaced upon proper request by employee
- Uniform Jacket: one (1) issued upon employment, replaced at discretion of Fire Chief or designee
- Workout Clothes: three (3) shorts per twelve-month period
One (1) sweatshirt, one (1) sweat pant per twenty four-month period, if requested by the employee
- Ball Caps: maximum one (1) per twelve-month period, only replaced upon proper request by employee.

Any other clothing supplied by the City during the course of this Agreement shall be in the sole discretion of the City and shall not constitute a term or condition of employment and may be discontinued in the sole discretion of the City.

Uniforms destroyed in the line of duty shall be replaced by the Department. Uniforms damaged or destroyed as a result of preventable circumstances may result in the issuance of discipline per the Fire Department's Progressive Discipline Policy.

The City retains the sole right to determine uniform style, color and accessories, and to establish rules and procedures for wearing uniforms and accessories.

Section 2 - The City will pay a contribution in an amount of \$150 per fiscal year toward the purchase of approved uniform shoes. Such contribution will be paid to each employee covered by this agreement in the last pay period of the fiscal year.

Section 3 - The District Chief shall determine when replacement is needed due to wear, deterioration or appearance.

ARTICLE 32 INSURANCE

The City will provide the same medical, dental, life, accidental death and dismemberment insurance to the employee as it provides to all other City employees, including mental health, drug rehabilitation and employee assistance coverage. This insurance coverage will be modified in accordance with the contracts and programs offered to all City employees.

ARTICLE 33 WORKING OUT OF CLASSIFICATION

Employees who are required to work in a classification carrying a higher base rate of pay (i.e., fire lieutenant) shall be paid ten percent (10%) above their regular rate of pay while so acting.

Employees who are paramedics and who are assigned as preceptors for the purpose of training and certifying the qualifications of new paramedics or new hire paramedics shall be paid seven and one-half percent (7½%) above their regular rate of pay while so acting. The employee shall have the obligation to act as a preceptor during the entire duty shift without interruption. The preceptor program shall be as set forth in a Standard Operating Procedure (SOP) and adopted by the Department. Preference as to assignment as a preceptor will be given first to qualified and acceptable volunteers. The Union will have a reasonable opportunity to comment on the provisions of the preceptor program and resulting SOP. The preceptor pay bonus will commence upon final adoption of the SOP by the Department, which SOP will specify the date at which the said preceptor program shall commence operation. Any changes in the SOP shall be in the sole discretion of the City with consultation with the Union but without the obligation to impact bargain a change and it is understood that the SOP may be modified following initial experience with its administration. Lieutenants and employees working as acting lieutenants will not be eligible for preceptor pay.

**ARTICLE 34
RANDOM DRUG TESTING**

The parties have negotiated and agreed upon a Standard Operating Procedure (SOP) #1500-9-1.2 dealing with random alcohol, drug, illegal drug and controlled substance testing. This SOP shall be deemed to be an Article of this Contract. Either party may unilaterally reopen and request to rebargain this SOP in the event of any of the following events occurring that materially affect the rights of either party under the said SOP to wit: 1) statutory change, State or Federal; 2) judicial decision; 3) administrative decision or rule change; 4) or for advancement in medical technology or drug testing technology.

**ARTICLE 35
SAVINGS CLAUSE**

If any Article or Section of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 36
ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

The City and the Union, for the duration of the Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement or relative to the impact of any changes occurring because of the administration of the provisions of this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated this Agreement, unless otherwise provided for herein.

This contract shall contain the entire understanding between the parties and shall be the only document governing the terms and conditions of employment between the parties except departmental procedures, rules, regulations or general and State or Federal Law, except as is specifically provided herein and except that the employees shall be governed by the Employee Service System Rules of the city as they now exist or may hereafter be amended, except that this Contract shall prevail to the extent of any conflict.

**ARTICLE 37
DURATION**

This Agreement shall be effective as of October 1, 2004 and shall remain in full force and effect until its expiration date, September 30, 2007.

Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing on or before March 1, 2007. If neither party gives notice to the other as provided in this Article, this Agreement shall automatically be renewed for a period of one year.