

## ARTICLE 1

### **PREAMBLE**

Section 1. In accordance with the Statute of Florida Public Employees Collective Bargaining Statute, this agreement is entered into by and between the City of Gulfport, a municipality in the State of Florida, hereinafter called the “Employer” and the St. Petersburg Association of Firefighters, Local 747 I.A.F.F., hereinafter referred to as the “Union”. This labor agreement is applicable for employees as defined in Certificate Number 1206 issued to the St. Petersburg Association of Firefighters in accordance with the certificate granted by the Public Employees Relations Commission on August 3, 1998.

Section 2. The purpose of this agreement is to promote and maintain harmonious and cooperative relationships between the Employer and the employees, both individually and collectively, and the Union: to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement; and to set forth herein the basic and entire agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

Section 3. The parties recognize that the best interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operation said functions of the municipal government, and by providing in the most efficient manner, public services to the citizens of the community.

## **ARTICLE 2**

### **RECOGNITION**

Section 1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment in the bargaining unit.

Section 2. The unit for which this recognition is accorded, as defined in Certificate 1206, comprises all full-time employees within the City of Gulfport Fire Department classifications of Firefighter/EMT, and Firefighter/Paramedic. All other classifications are excluded from this unit. Should the Employer add a new non-exempt classification that is determined by Florida's PERC to be appropriately placed in the Union's bargaining unit, the parties agree to immediately collectively bargain over the wages, hours and terms and conditions of employment for the new classification.

**ARTICE 3**

**NON-DISCRIMINATION**

Section 1. Employees in the nit shall have the right to join and participate in, or refrain from joining, forming, or participating in, any labor organization, including the St. Petersburg Association of Firefighters.

Section 2. The Employer and the Union will not discriminate against employees in regard to race, color, creed, sex, sexual orientation, age, national origin, marital status, or disability. Grievances concerning the interpretation and application of this article may not be referred to the final step in the grievance procedure in this agreement.

## ARTICLE 4

### **MANAGEMENT RIGHTS**

Section 1. The City retains the right to expect from its employees, efficient performance and compliance with the Personnel Manual, State statutes and federal regulations in the performance of duties, as well as, compliance with all safety rules and standards.

Unless expressly provided otherwise by law or this agreement, the City retains the exclusive unquestioned right to exercise any and all rights it deems appropriate and operationally convenient in managing the affairs of the City, including but not limited to:

Determining the organization of City Government;

Determining the purpose of each of its units;

Exercising control and discretion over the organization and efficiency of operations of the City;

Setting standards for services to be offered to the public;

Managing and directing the employees of the City;

Hiring, examining, classifying, promoting, training, transferring, assigning scheduling and retaining employees in position in the City;

Increasing, reducing, changing, modifying, or altering the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons;

Determining the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work;

Determining the number of employees to be employed by the City;

Establishing, changing, or modifying the number, types, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.

## ARTICLE 5

### **ORDINANCES AND WORK RULES**

Section 1. Code and Work Rules Govern Relationship. Except where in conflict with this agreement, the City's Code of Ordinances and written rules and regulations, Standard Operating Procedures, and City Personnel Manual shall govern the relationship between the City, the Union and the employees covered hereunder.

Section 2. Current Ordinances and Rules. All City ordinances, enactments, directives, rules and regulations currently in existence and not in conflict with some term or provision of this agreement are recognized and approved. The City shall have the right to alter, amend, modify, delete or add to same, provided such does not constitute a violation of an express provision of this agreement or concern a mandatory negotiable subject of bargaining.

Section 3. Changes in Ordinances or Rules. Prior to implementing and Change in Fire Department rules and regulations affecting unit members, the Union shall be provided seventy-two hours (72) notice (three days that City Hall is open) and opportunity to discuss such changes; however, the City shall have the right to pass an ordinance or establish or change any rule or regulation which is not in conflict this agreement and which does not concern a mandatory subject of bargaining, without bargaining with the Union.

Section 4. Arbitration of Conflict Issues. The issue of whether an ordinance, rule or regulation conflicts with this agreement shall be subject to the provisions of the grievance procedure found in Article 13, but shall not be subject to arbitration.

## ARTICLE 6

### NO STRIKE

Section 1. Prohibition. The Union agrees that during the term of this agreement, it shall not authorize, instigate, condone, excuse, ratify support or acquiesce in any strike, slow-down, non-informational picketing or work stoppage which interferes or is likely to interfere with the efficient operation of the City's affairs engaged in or supported by members of the Union and/or employees represented by the Union or other agents or representatives of the Union.

Section 2. Injunction Relief. Should the Union breach this article, the City may proceed to the appropriate court and, without notice, obtain an injunction against such breach; the City may recover from the Union or its successor interest, such damages as may be incurred, together with punitive damages and attorney's fees; and the City may take any other action authorized or required by law.

Section 3. Discharge. Any employee who engages in a strike shall have his/her appointment or employment terminated by the City of Gulfport effective the date the violation first occurs. Such termination shall be effective immediately upon written notice served upon the employee.—

## **ARTICLE 7**

### **EMERGENCY CONDITIONS**

Section 1. If in the sole discretion of the Mayor it is declared that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, providing that wage rates and other direct monetary payments shall not be suspended. Any grievances which may arise during such declared emergency shall not be filed until the end of the declaration and all time requirements shall not begin until such end.

**ARTICLE 8**

**RESIDENCY**

Section1.      There shall be no residency requirements for employees.

## ARTICLE 9

### PERSONNEL RECORDS

Section 1. Employees covered by this agreement shall have, upon reasonable request, the right to inspect their official personnel record, which shall be maintained in the Personnel Office, and shall sign a receipt for same. Employees shall have the right to duplicate copies made of the personnel file for their use as the expense of the employee.

Section 2. Written reprimands, letters of counseling, suspensions, and employee evaluations shall be a permanent portion of the employee's official personnel record.

Section 3. Letters of complaint where there is a finding by the Fire Chief or designee that the complaint is false or unfounded shall be clearly and boldly marked as NOT SUSTAINED or UNFOUNDED and signed or initialed by the Fire Chief or designee.

Section 4. The Public Records Law as defined by Florida Statute 119 shall prevail upon release of information.

Section 5. The City agrees that a member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.

## **ARTICLE 10**

### **CHECKOFF**

Section 1. Employees may authorize, on the prescribed form, the deduction of Union dues and other allowed deductions. The Union will certify any Union Uniform Assessments in writing to the Employer thirty (30) days prior to implementation date.

Section 2. The Employer is expressly prohibited from involvement in the collection of fines, or penalties and shall not honor any requests of this nature, except as required by law.

Section 3. An Employee may revoke payroll dues and/or other authorizations at any time by submitting a stop request to the Employer and the Union upon thirty (30) days' written notice.

Section 4. For the purpose of putting this article in effect, the Union will furnish the Employer with forms for completion by employees that desire to authorize payroll deduction of Union dues or other City allowed deductions. These forms shall be made a part of this labor agreement.

Section 5. The Union shall submit a written request stating, in dollars and cents, the new amount of Union dues and other allowed items to be deducted from the wages of members who have authorized such deductions. This request by the certified bargaining agent shall be submitted thirty (30) days in advance of the effective date of any change.

Section 6. The Union agrees to pay the Employer a fee for the service of Union dues and other City allowed deductions for the term of this agreement. This fee for total deduction shall be \$240.00 per year. The Union shall pay the City within fifteen (15) days of the signing of this agreement and annually thereafter by October 15 during the term of this agreement.

Section 7. In any pay period in that there is insufficient pay to cover all other duly authorized deduction, Union deductions will not be deducted from an employee's pay.

Section 8. The Union agrees to pay the Employer a reasonable fee for any change in membership dues structure, or other type deduction, at the rate of \$20.00 on the effective date of such changes. A check to cover this fee shall accompany any letter of change notice.

Section 9. Union dues and any other authorized deductions shall be deducted each applicable pay period and the funds shall be remitted to the Treasure of the Union within thirty (30) calendar days.

Section 10. The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Employer on account of compliance with the rules set forth in this agreement for these payroll deductions. The Union agrees that in case of error or the part of it or the affected employee, the Union and the affected employee will make the correction.

## ARTICLE 11

### BULLEITN BOARDS

Section 1. The Union shall be entitled to reasonable use of one (1) bulletin board in a work location established by the Fire Chief.

Section 2. The bulletin board shall be used for posting Union notices as follows:

- a. Notices of Union social or recreational affairs.
- b. Notices of Union elections and results of such elections.
- c. Notices of Union appointments and other official Union business.

Section 3. A duly recognized officer of the Union shall sign all notices.

Section 4. Any member of management may remove and Union material not meeting the criteria of Sections 2 and 3 of this article. The Employer will provide the Bargaining Agent with immediate notice of the removal of material from the bulletin board.

Section 5. All costs incidental to preparing and posting Union materials will be borne by the Union. The Union Is responsible for posting and removing approved material on the designated bulletin board and for maintaining such bulletin board in an orderly condition.

Section 6. All costs related to acquiring and installing the bulletin board will be borne by the Union. The size of the bulletin board shall not exceed 24" x 36".

Section 7. Duplicate copies of all notice posted shall be submitted to the Fire Chief and approved and dated prior to posting.

Section 8. No material will be posted on the Union bulletin board that is defamatory or obscene.

## ARTICLE 12

### UNION BUSINESS

Section 1. Union representatives who are employees of the Gulfport Fire Department and recognized by the City of Gulfport may be granted time off, up to a maximum of one (1) representative in anyone instance, by departmental management for the conduction of business in connection with the International Association of Fire Fighters. Time off for I.A.F.F. business will be paid at straight time pay by using pool time

- A. A written request for the use of I.A.F.F. pool time is submitted to the Fire Chief at least forty-eight (48) hours in advance of the time off.
- B. Sufficient staffing must be available on his/her regular shift to properly staff the departmental unit during the absence of the I.A.F.F. representative as determined by the Fire Chief.
- C. Approval by the Fire Chief (non-grievable) must be in advance of the use of pool time. The Chief shall, prior to approval, take into account staffing problems, possible emergency situations, possible overtime obligations, pool time use or conflicts with vacation time schedules.

The use of pool time shall not be approved which requires an I.A.F.F. representative time off the job for periods in excess of five (5) consecutive work shifts.

Section 2. Employees covered by this agreement may donate at least two (2) hours of their annual leave (vacation) time, but cannot donate sick leave time, toward a I.A.F.F. business pool time account. Donations to the I.A.F.F. business pool time account can be processed anytime during the term of this Agreement.

Section 3. Charges against the I.A.F.F. business pool time, as provided in this Article, shall only be made when approved by the President and/ or the Vice-President of the I.A.F.F. and Fire Chief.

Section 4. For the purposes of this Article, vacation time schedules, shift staffing, and emergencies have priority over requests for the use of the I.A.F.F. business pool time.

Section 5. The employee who is a member of the negotiating team for the I.A.F.F. may use pool time in accordance with the provisions of this Article.

Section 6. Unused time in the I.A.F.F. pool time account will be carried into the next fiscal year.

Section 7. Pool time credited in hours to the I.A.F.F. business pool time account shall be utilized for I.A.F.F. business and charged as referenced in Section 1 of this Article until the hours in this account have been exhausted. Appendix provides a copy of the form used for this matter.

## ARTICLE 13

### GRIEVANCE AND ARBITRATION

Section 1.     General In a mutual effort to provide harmonious working relations between the parties to this agreement, it is agreed and understood that both parties agree to the following procedures for the resolution of grievances:

- A. A non-probationary employee shall have the option of utilizing either the City Grievance Appeal Procedures or the grievance procedure established under this article, but may not use both.
- B. An employee covered by this Agreement shall have the right to be represented or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this Article shall be construed to prevent any employee from presenting his own grievances, and having such grievances adjusted without the intervention of the bargaining agent.
- C. With prior approval of the Chief or his designee, the union representative shall be allowed reasonable time off without pay, for investigating, presenting and appealing grievances. The performance of this function by the representative shall in no way interrupt or interfere with normal functioning of the department.
- D. The Union agrees to guard against the use of excessive time for the investigation of grievances. The Union representative will provide advance notice to his/her supervisor to allow planning arrangements to enable the representative time for investigative activity. If permission is denied to the representative at the particular time requested, the City shall advise the representative when he/she can reasonably expect to contact the employees concerned. In the event permission is denied, the time periods established under Section 3 of the grievance procedure will be extended to the time permission is granted for the concerned employee's contact.
- E. For the purpose of this article, the working day is defined as the days City Hall is open.
- F. A grievance is defined as, and is limited to, an alleged violation or dispute as to the interpretation or application of a specific provision of this agreement or a matter involving disciplinary action.

G. Section 2. Scope

- A. It is agreed by both parties that binding arbitration as a settlement for grievance shall be limited to those articles within this agreement
- B. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of specific articles in this Agreement, and shall have no power to delete from, add to, change or otherwise modify or alter this Agreement.

Section 3. Grievance Procedure

Step 1. The employee or the Union shall present a signed, written grievance to the immediate non-bargaining unit supervisor within seven (7) working days of the occurrence. (See attached Appendix II for approved grievance form.) The immediate supervisor shall answer the grievance in writing within seven (7) working days after receipt of the written grievance.

Step 2: If the employee or the Union is not satisfied with his/her immediate supervisor's written response, the grievance shall be presented in writing to the Fire Chief or his/her designee within seven (7) working days from the time the immediate supervisor's response was due in Step I. The Fire Chief or his/her designee shall meet with the employee and Union representative within seven (7) working days of receipt of written grievance unless such meeting is waived. The Fire Chief or his/her designee shall respond in writing within seven (7) working days after meeting is held or waived with his/her decision.

Step 3: If the employee or the Union is not satisfied with the Fire Chief's written response, the grievance shall be presented in writing to the Public Safety Director or his/her designee within seven (7) working days from the time the Fire Chief's response was due in Step 2. The Public Safety Director or his/her designee shall meet with the employee and Union representative within seven (7) working days of receipt of written grievance unless such meeting is waived. The Public Safety Director or his/her designee shall respond in writing within seven (7) working days after meeting is held or waived with his/her decision.

Step 4. If the employee or the Union is not satisfied with the Public Safety Director's written response, the grievance shall be presented in writing, to the City Manager or his/her designee within seven (7) working days from the time the Public Safety Director's response was due in step 3. The City Manager or his/her designee shall meet with the employee and Union representative within seven (7) working days of receipt of written grievance unless such meeting is waived. The City Manager or his/her designee shall respond in writing within seven (7) working days after the meeting is held or waived with his/her decision.

Section 4.      Time Limits

- A. A grievance is conclusively deemed waived and abandoned under this Agreement unless it is brought to the City's attention within seven (7) working days after the occurrence of the act or failure to act, which gives rise to the grievance and is prosecuted by the employee within the time limits set forth in Section 3, even though it was initially filed in a timely manner. No arbitrator, court or other person or body may consider any grievance, which has been waived or abandoned under the terms of this Section.
- B. A grievance not answered by the City within the time limits established under Section 3 shall entitle the Union or employee to advance the grievance to the next step as applicable.

Section 5      Arbitration

- A. If the grievance is not resolved in Step 4, the aggrieved employee or the Union may within seven (7) calendar days submit a request for arbitration to the City Manager.
- B. If the parties fail to mutually agree upon an arbitrator within seven (7) days after the date of receipt of the arbitration request, a list of five (5) qualified neutrals shall be requested from the Federal Mediation and Conciliation Services (FMCS) by the City Manager or the Union. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out first. The remaining name shall be the selected arbitrator.
- C. The hearing on the grievance shall be informal and the rules of evidence shall not apply; however, to assure an orderly hearing, the rules of judicial procedure should be followed as closely as possible.
- D. The decision of the arbitrator shall be final and binding upon the aggrieved employee(s) or the Union and the employer.
- E. The arbitrator's fees and expenses shall be borne by the losing party as determined, and shall be so stipulated by the arbitrator. Where the Union represents the aggrieved employee in the arbitration proceeding and the arbitrator determines in favor of the City, the Union will be considered the losing party. In the event an aggrieved employee pursues his grievance to an arbitration hearing without the Union representing him/her and the arbitrator determines in favor of the City, the employee shall be considered the losing party. In the event of a compromise award, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
- F. The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party producing such participants and witnesses.

- C. The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the hearing.
- D. In case of a grievance involving any continuing or other monetary claim against the employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than thirty-one (31) calendar days prior to the date when such grievance shall have been submitted in writing.
- E. Upon receipt of the arbitrators award, corrective action, if any, will be implemented as soon as possible, but in any event, no later than fifteen (15) calendar days after receipt of the arbitrators award-
- J. Either party to this Agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts, if available.

## ARTICLE 14

### FORMAL INVESTIGATION

Section 1. Investigation of Complaints. The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involve these employees in all manner of contacts and relationships with the public and out of such contacts and relationships questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints will be conducted by, or under the direction of, departmental supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

Section 2. Right to Conduct Investigation. In order to maintain the security of the City and protect the interest of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizen complaints and matters of internal security; provided, however, that any investigation of any employee covered by this Agreement relative to a citizens complaint and/or a matter of internal security shall be conducted in compliance with Chapter 112.80-112.84 Florida Statutes.

Any bargaining unit employee who is being interrogated by the Fire Chief or a superior officer, under circumstances where the results of the interrogation could be subject to formal disciplinary action, shall have the right to have a Union representative present; however, nothing herein shall be interpreted to excuse the firefighter from answering truthfully all questions asked.

Section 3. False Accusations. False and malicious accusation by third party complainants, whether criminal or administrative in nature, shall be forwarded at the discretion of the Chief to the State Attorney's Office for prosecution upon being determined to be false and/or malicious.

Section 4. Disposition of Investigation. When an investigation of an employee by the Department is completed, the employee's file shall reflect one of the following as his/her case disposition:

- (A) **Unfounded:** The investigation conclusively proved that the act or acts complained of did not occur.
- (B) **Exonerated:** The acts, which provided the basis for the complaint or allegation occurred; however, investigation revealed that they were justified, lawful and proper.
- (C) **Not Sustained:** Investigation failed to disclose sufficient evidence to prove clearly the allegation made in the complaint or to disprove conclusively such allegation.
- (D) **Sustained:** The investigation disclosed sufficient evidence to prove clearly the allegation made in the complaint.

- (E) **Administrative Closure:** The investigation's final determination cannot be confirmed for reasons beyond the control of the employee or the employer.
- (F) **Policy Failure:** The action of the agency or the firefighter was consistent with agency policy; however, the policy requires amending or revision.
- (G) **Misconduct Not Based on Original Complaint Sustained:** New substantiated misconduct not mentioned in the initial allegation was disclosed by the investigation and is sustained. The original complaint may be unfounded, not sustained or exonerated.

## ARTICLE 15

### **DISCIPLINE AND DISCHARGE**

Section 1. Reasons for Discharge. The City shall have the right to discharge any employee just cause with proof that a violation has occurred and that the punishment is reasonable.

Section 2. Degree of Discipline. Discipline of regular employees may be for just cause with proof that a violation has occurred and that the punishment is reasonable.

Employees may be disciplined by verbal warning, demotion, suspensions or discharge for just cause.

Section 3. Types of Discipline. The City recognizes the fact that each situation differs in many respects with somewhat similar ones. Thus, the City retains the right to treat each incident on an individual basis without creating a precedent for other cases, which may arise in the future, and to determine the appropriate discipline on a case-by-case basis.

The City recognizes the following types of disciplinary action:

- A. Verbal Warning
- B. Written Warning
- C. Suspension without pay
- D. Demotion
- E. Combination of the above
- F. Discharge

Section 4. Written Warnings and Notices of Misconduct. Written warnings and notices of misconduct shall not be placed in the employee's personnel files before the employee has been informed of such action. The employee shall be requested to date and sign all written warnings and notices of misconduct; however, the signature does not imply agreement. If the employee refuses to sign a written warning or notice of misconduct, this action shall be noted on the document.

Section 5. Notification of Personnel Action. Upon written authorization from the employee, the City will furnish to the Union representative copies of the forms prepared by the City covering personnel action.

Section 6. Dismissal or Demotion During Probation.

- A. Probationary employees may be disciplined or discharged at the will of the City and such action may not be subject to Article 13 of this agreement or the City Grievance and Appeal procedure.

If a probationary employee has been found to be unqualified to perform or will not properly perform the duties of the position, the employee may be dismissed by the Department Head or designee.

- B. The Department Head or designee must coordinate this action with the Administrative Services Director or designee and furnish written notice that the employee is unsatisfied. The employee does not have the right of administrative appeal as provided in Article 13 (Grievance and Arbitration) of this agreement.

## ARTICLE 16

### **HOLIDAYS**

Section 1. The following holidays shall be observed.

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day following Thanksgiving	Friday following Thanksgiving
Christmas	December 25
New Year's Day	January 1
Martin Luther King's Birthday	January 20 or designated
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Personal Day	See Section 6

Section 2. Whenever an employee is required to work on any such holiday or whose normal day off occurs on any such holiday, he/she shall be paid an additional twelve (12) hours at his/her straight time hourly rate of pay.

Section 3. Employees on annual leave, military leave, jury duty, extended illness leave, and all other absences from duty, but on active pay status on the calendar day the holiday is observed, must use the holiday on the same calendar day that it is earned.

Section 4. An employee must be on active pay status, and be either on authorized leave or work his/her normal schedule of hours on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time. To call in sick the day before or day after does not constitute authorized leave as it pertains to holiday pay, unless a doctor's certificate is submitted to the Fire Chief.

Section 5. Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to earn the holiday. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with the for that day. Section 3 of this article will not apply to employees scheduled and required to work on the day observed as the holiday.

Section 6. In the event the personal day (twenty four hours) is not granted during the fiscal year it is earned, the employee will be paid for that day at the end of fiscal year. All other holidays may not be accrued. Holiday work pay set forth in Section 2 of this article shall be paid within the pay period in which the holiday occurs.

**ARTICLE 17**

**VACATION PLAN**

Section 1. The immediate supervisor and the fire Chief will review vacation periods requested by the employee. The Department will make every effort to meet the desires of the employee and will give priority in scheduling vacation requests based on classification seniority.

Section 2. Employees shall accrue paid vacation credit during active pay status on the following basis:

<u>COMPLETED YEARS</u>	<u>VACATION</u>
<u>OF SERVICE</u>	
1 thru 4 years	120 hours
5 thru 9 years	168 hours
10 thru 14 years	190 hours
15 thru 19 years	224 hours
20 thru 22 years	246 hours
23 years	258 hours
24 years	269 hours
25 years or more	280 hours

Section 3. Accrual

- A. It is the intent of this agreement that this accrual shall only apply to the current schedule of work. Employees shall take their vacation yearly for the period in which it was earned. Employees carrying excess Annual Leave should be afforded the opportunity to use the excess leave prior to the end of each anniversary year. The anniversary year begins the date the employee is hired.
  
- B. Earned but unused vacation may be banked at the end of each anniversary year, but shall be limited to two times the number of paid vacation days the employee may earn under Section 2. Excess earned but unused vacation leave shall be forfeited at the end of each anniversary year. Banked vacation leave shall not operate to reduce the vacation the employee may earn during any current vacation year.

Section 4. Request for Leave

- A. Request for Annual Leave shall be made in advance of use. A minimum of two (2) weeks advance notice is required. The Fire Chief may waive this requirement where an employee has available days to use and the departmental schedule will permit. Maintenance of superior service and adherence to schedules are commitments, which may compel the Fire Chief to restrict the schedule of vacation during certain periods of the year.
- B. When a written request for vacation is denied, the employee will be notified in writing of the reason for denial.
- C. All vacations must be scheduled in advance and approved by the Fire Chief. Vacations will be approved on a first come first serve basis with preference given to senior employees where there is a conflict in dates requested; however, once approved by the Fire chief, a junior firefighter's vacation will not be rescheduled. It is understood that the Chief will approve vacation leave consistent with the needs of the City.

Section 5. Payment – Unused Leave

- A. Payment of Annual Lave Time in lieu of actually taking vacation shall not be permitted except in three (3) special cases:
  - (1) Employees entering military service.
  - (2) Separation from City employment.
  - (3) Layoff.
- B. Upon separation from City employment, employees shall be entitled to compensation for any earned but unused vacation to their credit on the effective date of termination.
- C. All earned Annual Leave of employees who die while in the service of the City shall be paid in cash to the spouse or estate of the employee.

Section 6. Charging Leave

- A. Annual Leave time shall be scheduled and charged to the employee.
- B. Annual Leave will be charged in one (1) hour increments.

Section 7. There may be an advancement of vacation payment if requested by the employee. The advancement must be requested the pay period prior to commencement of the Annual Leave.

Section 8. Employees may donate up to eighty (80) hours per year from their accrued Annual Leave to a specific employee who, because of a serious illness, has completely depleted their Sick Leave and Annual Leave Accounts. Appendix IV provides a copy of the form used for this matter.

## **ARTICLE 18**

### **SICK LEAVE**

#### **Section 1. Eligibility**

- A. Regular employees will be allowed Sick Leave with pay.
- B. Sick Leave will accrue during the initial six (6) months of employment, but may not be taken during this period unless authorized by the Fire Chief.
- C. If, an wherever, Sick Leave may appear to be abused or where an employee consistently uses Sick Leave as it is earned, the employee claiming/requesting such Sick Leave will be required to furnish competent proof of the necessity for such absence. The City reserves the right in all cases of illness or reported illness to require the employee to furnish a doctor's certificate. Abuse of Sick Leave privileges shall constitute grounds for disciplinary action and/or dismissal.
- D. Employees may not use any accumulated Sick Leave for sickness or injury sustained while engaged in outside employment.

#### **Section 2. Use. Sick Leave will be granted for the following reasons:**

- A. Employee's health
- B. Medical, dental or optical treatment which is necessary during working hours.
- C. Quarantine due to exposure to contagious disease.
- D. Employee's health while on vacation where medical documentation is provided.
- E. Family Medical Leave as provided by City policy at the time that leave is taken.
- F. Care for a sick family member.

**Section 3. Amount of Leave.** Regular employees shall be allowed to earn one hundred thirty-four. four (134.4) hours Sick Leave with pay in one (1) calendar year, computed on the basis of eleven. two (11.2) hours of Sick Leave with pay earned for each full calendar month employed.

Section 4. Accrual

- A. Members of the bargaining unit who use nor more than the amounts of sick leave listed below during the employee’s preceding anniversary year shall receive an incentive in additional hours of annual leave as follows:

0 hours used	24 hours of annual leave
1 – 24 hours used	12 hours of annual leave
24 – 48 hours used	6 hours of annual leave

- B. Sick Leave may be accumulated to a maximum of two thousand nine hundred twelve (2,912) hours for purpose of illness only.

Section 5. Reporting Sick Leave

- A. An employee incapacitated and unable to work shall notify his/her immediate supervisor thirty (30) minutes before the scheduled working time, stating the nature of the illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Fire Chief.
- B. Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sickness. Providing the physician states that “light duty” work is acceptable, the employee may, at the Fire Chief’s option, report for assignment. Is understood there will not be any reduction of pay; however, there may be a change in schedule and duties as directed by the Fire Chief.

Section 6. Payment – Unused Leave. Upon death or retirement from the City service, employees will be paid for a portion of their accumulated Sick Leave as follows:

- B. 10-19 years of service: Eight (8) hours for each thirty-two (32) hours accrued to a maximum of two hundred (200) hours.
- B. 20 year and over: Eight (8) hours for each sixteen (16) hours accrued to a maximum of four hundred (400) hours.

Section 7. Charging Leave.

- C. Sick Leave time shall be charged to the employee for the actual time the employee is away from work.
- D. Sick Leave will be charged in a minimum of one (1) hour increments.



## ARTICLE 19

### **MILITARY LEAVE**

Section 1. Employees covered by this Agreement who are members of the Florida National Guard, the Navy Service, or members of other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in military service or field training for a total maximum of seventeen (17) calendar days at any one (1) calendar year. In absence of emergency recall, seven (7) days notice, prior to the commencement of the leave will be required.

Section 2. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such order or statement must accompany the formal request for military leave.

Section 3. In accordance with provisions of Chapter 115.14 of the Florida Statutes, full-time and part time City employees (other than temporary, emergency, or seasonal), who are members of a reserve component of the U.S. Military or the Florida State National Guard and are ordered into active duty military service under emergency conditions are authorized to receive full base pay (at basic work week 56 hours) from the City for the first thirty (30) calendar days of their active duty service.

Section 4. If the emergency active duty extends beyond thirty (30) calendar days and the employee's military pay is lower than their total City full base pay at the time they are activated, the employee shall receive a bi-weekly supplemental pay differential from the City. The amount of the supplemental pay differential shall, when added to the employee's military pay, be equal to the employee's base pay at the time of their deployment. The supplemental pay differential is authorized during the employee's emergency active duty assignment for six (6) months; however, the City Manager may extend the supplemental pay differential.

Section 5. Employees activated to emergency active duty military service will continue to be covered by the City's life and health insurance plans and may continue to pay premiums for any additional dependent health care, dental or other insurance plans offered to employees at their expense. In the event the employee's supplemental amount does not cover the dependent health care, dental or other insurance plans offered, the employee would be billed for the difference. The employee will be billed monthly and premiums will be due and payable upon demand.

Section 6. Such employees will continue to accrue sick, vacation, and personal leave during their active duty military service.

Section 7. During their activation to emergency military service, employees are entitled to preserve all seniority rights, promotional status and retirement privileges.

## **ARTICLE 20**

### **BEREAVEMENT LEAVE**

Section 1. Employees covered by this agreement who work an average of 56-hour work week shall be granted, upon approval of the Fire Chief or his designee, time off with pay at the straight time rate not to exceed one (1) shift to arrange and attend the funeral in the event of a death in the employee's immediate family when such funeral is held in the state of Florida. Up to one shift may be taken prior to including the date of the funeral or immediately following, but all time taken must be within the seven consecutive calendar days surrounding the date of the funeral. Employees covered by this agreement who work an average of 56-hour work shall be granted, upon approval of the Fire Chief or his designee, time off with pay at their straight time rate not to exceed forty-eight (48) consecutive scheduled work hours to arrange and attend the funeral in the event of a death in the employee's immediate family when such funeral is held outside the State of Florida.

Section 2. For the purpose of this article, the employee's immediate family shall be defined as the employee's spouse, children, parent, brother, sister, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian or any relative living in the same household.

Section 3. Bereavement Leave shall not be charged to Vacation or Sick Leave.

Section 4. Further extensions by means of vacation or leave without pay may be granted by the City Manager due to individual circumstances.

## ARTICLE 21

### **REDUCTION IN FORCE AND RECALL**

#### Section 1.     A. Lay Off

- A. The City Manager may layoff an employee or employees when it is deemed necessary by reason of shortage of funds or work, the abolition of the position, material changes in the duties or organization, or for related reasons which are outside the employee's control and which do not reflect discredit upon the service of employees.
- B. The duties performed by an employee laid off may be reassigned to other employees already working who hold positions in appropriate classes.
- C. No regular employee shall be laid off while another person in a position is employed on a probationary basis in the same classifications.
- D. When it becomes necessary to reduce the number of employees, within a given class through lack of funds, work, or other causes, employees shall be laid off as follows:
  - (1) Probationary employees
  - (2) Regular employees
- E. Employees shall be laid off on the basis of the following factors: ability to perform the available work, length of service in the class, and performance evaluations. Where in the opinion of management ability as between two or more employees is equal, length of service shall be determinative among employees whose are comparable.
- F. In the event that two or more employees affected have the exact same amount of service in the class, the employee with the lowest performance evaluation record will be laid off first subject to E above.

#### Section 2.     Recall

- A. Regular employees laid off shall have precedence for recall in their classification before other full-time employees are hired if recalled within 12 months.
- B. Recall will be offered to laid off employees under A above provided they are physically and otherwise qualified to perform the duties of the job.

**ARTICLE 22**

**WAGES**

Section 1. Wages – Firefighter/Paramedic

<u>Year of Employment</u>	<u>10/1/05 thru 9/30/06</u>	<u>10/1/06 thru 9/30/07</u>	<u>10/1/07 thru 9/30/08</u>
1	\$38,945.12	\$40,113.48	\$41,316.88
2	\$40,113.47	\$41,316.88	\$42,556.39
3	\$41,316.88	\$42,556.39	\$43,833.08
4	\$42,556.38	\$43,833.08	\$45,148.07
5	\$43,833.08	\$45,148.08	\$46,502.51
6	\$45,148.07	\$46,502.52	\$47,897.59
7	\$46,502.51	\$47,897.59	\$49,334.52
8	\$47,897.59	\$49,334.52	\$50,814.55
9	\$49,334.51	\$50,814.56	\$52,338.99
10	\$50,814.55	\$52,338.99	\$53,909.16
11	\$52,338.98	\$53,909.16	\$55,526.43
12	\$53,909.15	\$55,526.44	\$57,192.22

10/1/05 – 9/30/06

- Employees will be placed in a Step Pay Plan based on the year of service that they are beginning. For example, new hires shall be placed in step 1. Employees will advance to the next step on their anniversary date.

10/1/06 – 9/30/07

- Employees will receive two step increases – one on October 1, 2006 and one on their anniversary date.

10/1/07 – 9/30/08

- Employees will receive two step increases – one on October 1, 2007 and one on their anniversary date.

Note: The step increase on the employee's anniversary date is considered a merit step. In order to receive this step, the employee must achieve a satisfactory evaluation.

ARTICLE 22 continued

Section 2. Wages – Firefighter/EMT

<u>Year of Employment</u>	<u>10/1/05 thru 9/30/06</u>	<u>10/1/06 thru 9/30/07</u>	<u>10/1/07 thru 9/30/08</u>
1	\$34,937.86	\$35,985.99	\$37,065.57
2	\$35,986.00	\$37,065.57	\$38,177.54
3	\$37,065.58	\$38,177.54	\$39,322.86
4	\$38,177.54	\$39,322.86	\$40,502.55
5	\$39,322.87	\$40,502.55	\$41,717.63
6	\$40,502.56	\$41,717.63	\$42,969.15
7	\$41,717.63	\$42,969.15	\$44,258.23
8	\$42,969.16	\$44,258.23	\$45,585.98
9	\$44,258.24	\$45,585.98	\$46,953.56
10	\$45,585.98	\$46,953.55	\$48,362.16
11	\$46,953.56	\$48,362.16	\$49,813.03
12	\$48,362.17	\$49,813.03	\$51,307.42

10/1/05 – 9/30/06

- Employees will be placed in a Step Pay Plan based on the year of service that they are beginning. For example, new hires shall be placed in step 1. Employees will advance to the next step on their anniversary date.

10/1/06 – 9/30/07

- Employees will receive two step increases – one on October 1, 2006 and one on their anniversary date.

10/1/07 – 9/30/08

- Employees will receive two step increases – one on October 1, 2007 and one on their anniversary date.

Note: The step increase on the employee's anniversary date is considered a merit step. In order to receive this step, the employee must achieve a satisfactory evaluation.

Section 3. Certification Incentive Pay

Employees who have completed required courses and passed the state examination for Fire Officer 1, Fire Officer 2, Fire Inspector, Arson Investigator, or Florida State Certified Pump Operator shall receive incentive pay of \$50 per month for each of the aforementioned on the first pay period of the month. Proof of the certifications must be submitted to the Fire Chief for verification and certifications maintained to continue to receive certification incentive pay:

Section 4. Acting Pay

Firefighters assigned to work as an Acting Lieutenant will receive an additional one dollar (\$1.00) per hour for the hours actual worked on that assignment during this contract.

Section 5. Longevity Bonus

Employees will be eligible for a longevity bonus, which will be paid on the first payroll check in December. The longevity bonus will begin after the employee has completed five years of service with the City, and will be paid each year thereafter on the first payroll check in December. The initial (5 year) bonus shall be 2% of base salary. The longevity bonus will be increased by one-half percent (0.5%) for each additional five years of service completed.

Years Completed Service	Longevity Bonus
0 to 4	0%
5 to 9	2%
10 to 14	2.5%
15 to 19	3.0%
20 to 24	3.5%
25 to 29	4.0%
<b>etc.</b>	

## **ARTICLE 23**

### **OVERTIME POLICY**

Section 1. The Fire Department duty hours for shift employees shall be twenty-four (24) hours on, and forty-eight (48) hours off, unless otherwise assigned as permitted by this Agreement. Only actual hours worked shall be counted for the purpose of computing overtime pay. The work period for twenty-four (24) hour shift employees is fourteen (14) consecutive days. Employees will be compensated at the overtime rate of one and one-half time their regular rate of pay for each hour of time worked (as defined herein) in excess of one hundred six (106) hours in the work period. Shift employees may be assigned to a schedule other than the 24/48 schedule outlined above for light duty, to accommodate training and special assignments.

Section 2. The normal work schedule shall not be altered solely to provide overtime or to avoid paying the overtime rate except for department authorized training programs.

## ARTICLE 24

### CALL BACK

Section 1 Call back pay is provided to compensate employees ordered to return work on an unexpected basis after completing a regularly assigned shift of work or a regularly assigned week of work. Call back work is work to be performed which is of an emergency or unexpected nature and should not be associated or confused with the monthly departmental shift/work schedule or anticipated additional work requirements.

Section 2 Any employee who is off duty and ordered to return to work shall be eligible for call back pay.

Section 3 Any employee required to continue working after his/her regularly scheduled shift shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.

Section 4 Any employee eligible for call back pay shall be paid for the actual hours worked, plus one (1) hour bonus for the call back inconvenience. All hours worked on a callback shall be counted toward computing the weekly overtime.

## ARTICLE 25

### OFF-DUTY COURT ATTENDANCE

Section 1. Employees required to attend court or a judicial hearing related to their employment duties during scheduled off-duty hours shall be compensated at one and one-half (1.5) times the employee's regular rate of pay for actual time spent in court. In no event shall an employee receive less than one (1) hour of pay.

Section 2. Employees covered by this agreement shall be ineligible for off-duty court attendance pay unless it is on his/her regularly scheduled day off.

Section 3. While on standby, the employee shall be paid at straight time for a maximum of two (2) hours. In order to be eligible for court standby pay, the employee must check in with the court liaison officer, leaving the phone number where he/she may be reached.

## **ARTICLE 26**

### **PERMIT ASSIGNMENT**

Section 1. Permit assignment duty shall be defined as: Regular Fire fighting or EMS and performing Faire and EMS type functions, by assignment through the department, during his/her normal off-duty hours.

Section 2. All permit assignment opportunities shall be posted on the department bulletin board, and assignment to permit assignment duty work will be made pursuant to department S.O.P.

Section 3. While on permit assignment duty, the employee will be under the direct control and supervision of the Fire Department and shall only perform functions that are considered normal fire business.

Section 4. The employee shall be in regular Fire Department uniform and shall make an official fire record on all incidents occurring that require his/her action.

Section 5. The contracting employer will reflect compensation of Fire personnel assigned to an extra duty job as a salary adjustment in earnings from the City with reimbursement payable to the City. All authorized and approved permit assignment work performed shall be considered as overtime and shall be paid and the overtime rate on one and one-half (1.5) times the employee's straight time hourly rate of pay.

## **ARTICLE 27**

### **UNIFORMS**

Section 1. Employees shall be reimbursed \$100.00 for the cost of work shoes. This payment shall be included in the first payroll of February. The approved style(s) of shoe shall be determined by department policies.

## **ARTICLE 28**

### **INSURANCE**

Section 1. The City shall provide the bargaining unit employees with the same Health Insurance, Life Insurance, and Disability Insurance it provides for non Union City employees.

The parties agree to meet during the year for the purpose of addressing the Health care cost. The parties agree that during the term of this Agreement, changes to the Health insurance plan may be negotiated by mutual consent. The parties also agree that any such changes will be subject to the appropriate approval procedures as required by law.

## ARTICLE 29

### **REIMBURSEMENT FOR LOST OR DAMAGED PERSONAL PROPERTY**

Section 1. An employee may be reimbursed for loss or damage to personal property in the performance of his/her duty subject to the following restrictions:

- A. The maximum reimbursement for items of personal necessity, such as prescription eyeglasses, shall be the full replacement cost.
- P. The maximum reimbursement for watches and all other personal property shall be one hundred (\$100) dollars/occurrence.
- Q. If the loss or damage of personal property is known to the employee, requests for reimbursement for the loss of or damage to personal property must be made within the shift in which the loss or damage occurs.
- R. Reimbursement for lost or damaged personal property must be approved by the Fire Chief and Administrative Services Director.
- S. Reimbursement will only be for items that are necessary to perform the job.

## **ARTICLE 30**

### **WORKER'S COMPENSATION**

Section 1. Payment of Worker's Compensation to all employees who are disabled because of an injury arising out of and in the course of performing their duties with the City of Gulfport will be governed by the Florida State Worker's Compensation Law.

Section 2. All injuries must be reported immediately to the supervisor and within one (1) Business day to the Administrative Services Director. Failure to report any injury will result in denial of benefits.

Section 3. The parties agree to meet during the first year of this Agreement for the purpose of discussing changes to the use of leave while on worker's compensation. The parties agree that during the term of this agreement changes to the worker's compensation policy may be negotiated by mutual consent. The parties also agree that any such changes will be subject to the appropriate approval procedures as required by law.

## ARTICLE 31

### SAFETY AND HEALTH

Section 1. The City and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions.

Section 2. There shall be a Department Safety committee, which shall consist of a Safety Director as identified by the Fire Chief, other members to be designated by the Fire Chief, and one (1) member to be designated by the Union.

Section 3. The Department Safety Committee shall meet on a quarterly basis or more or less often by mutual consent. The purpose of this committee shall be to discuss safety and related items, which are of mutual concern and shall make recommendations.

Section 4. This committee shall receive and consider written recommendations with respect to unsafe working conditions or other safety suggestions from any member of the Union. The City agrees it will give careful consideration to all written recommendations or suggestions. Within twenty (20) administrative working days of committee consideration, department management shall give a written reply to the member and Union regarding the disposition of their recommendation.

Section 5. Employees may receive safety instructions.

Section 6. Disciplinary actions may be taken for violations of safety rules.

Section 7. Physical Examinations

It is agreed that the physical condition of the employee is of critical importance to the employee and the Employer. All employees covered under the Collective Bargaining Agreement shall be required to submit to a successful complete physical examination, which shall determine an employee's eligibility for regularly assigned duties. The employer shall use NFPA 1500 and 1582 standards as a guide in determining the requirements for each physical examination. The employer shall bear the cost of each examination.

- A. The city may require any employee covered by this agreement to undergo a physical examination, including laboratory or radiological examination or a psychological examination, any time the City has a question as to the employee's fitness for duty.
- B. The results of the examinations shall be sent to each employee upon completion in a sealed envelope. The physician conducting the examination will report to the Administrative Services Department only whether the employee is able to perform the essential functions of the job and, if not, what reasonable accommodations exist that would allow the employees to perform the essential functions of the job.

- C. The attending physician will send a “Fit for Duty” letter to the Administrative Services Director or his/her designee. The City reserves the right to send the employee to another physician for examination and “Fit for Duty” determination.
- D. Costs of examinations shall be borne by the Employer. However, at the employee’s option and expense, the employee has the right to employ a second physician to render a second opinion. Should a second opinion differ from that of the Employer’s physician, the second opinion shall not be binding upon the Employer; however, the Employer and the employee shall be entitled to jointly employ a third physician whose decision shall be binding on both sides.
- E. If, in the opinion of the City’s physician, the employee has a condition or disease which affects the employee’s ability to perform his/her duties, including the ability to function effectively and safely as a member of an emergency services team, the City may place the employee on paid administrative leave while a decision is made regarding the employment status of the employee. In the event that the City’s decision concerning the employee’s employment status involves the granting of leave while the employee recuperates from the condition or disease, the leave will be unpaid., unless the City, in its discretion, chooses to provide the employee paid administrative leave. If an employees is not placed on paid administrative leave during the period of recuperation, the employees shall be allowed to use their accumulated leave during this period.

## **ARTICLE 32**

### **EDUCATION AND TRAINING**

Section 1. Training programs for training conducted by organizations other than the City of Gulfport, and in which members of the City of Gulfport are authorized to participate under the provisions of this article are divided into two (2) basic types, which will be known as “In-service Training Courses” and “General Training Courses”.

In-service Training Courses are defined as being courses directly related to the work being done by the member at the time the course is taken and can be expected to have a direct and immediate bearing on the ability of the member to carry out his/her present assignment.

General Training Courses are defined as courses that will prepare the member for advancement or increase his/her general knowledge and ability to carry out his/her assigned duties.

Section 2. It is the policy of the City to encourage all employees to participate in some type of training to improve their abilities and potentials.

Section 3. The City agrees to direct, at the City’s expense, each bargaining unit member covered by this agreement, to attend a training course or courses sanctioned by the department for further education, EMS or Fire related.

Section 4. Educational incentives and benefits will be provided to bargaining unit employees as described in the City Personnel Manual under Section 14.09.

**ARTICLE 33**

**DRUG FREE WORK FORCE**

Section 1. The Union agrees to comply with the City of Gulfport Drug Free Work Place Program under the Florida Workers Compensation Act and that the City may update such program. The Union reserves the right to meet with the City Manager for the purpose of discussing any such change to the City's drug policy. Employees covered under this Collective Bargaining Agreement are subject to the City of Gulfport "Drug Free Work Place" policy as performing a safety sensitive function.

## **ARTICLE 34**

### **PENSION**

Section 1. The parties agree that during the term of this Agreement changes to the pension plan may be negotiated by mutual consent. The parties also agree that any such changes will be subject to the appropriate approval procedures as required by law.

## ARTICLE 35

### MAINTENANCE OF CONDITIONS

Section 1. Any right or working condition enjoyed by employees covered by this Agreement shall not be changed in an arbitrary or capricious manner as the result of specific action taken by the City.

1. A written rule, regulation, policy or procedure to be compatible with this Agreement. A special or labor-management conference shall be deemed appropriate to resolve conflicts arising under this Article.
2. Should the City elect to award additional benefits to all City employees as a group, which are not included in this agreement or which are not in the Personnel Manual at the time of the effective date of this agreement, the Union and the City agree that such benefit may be extended to the members of the bargaining unit. The parties agree to author a Memorandum of Understanding as needed to include additional benefits as referenced in this paragraph.

## **ARTICLE 36**

### **PRINTING THE AGREEMENT**

Section 1. The Employer agrees to print this agreement upon ratification by the City Council. The Employer agrees to make available to the Union, at no charge, fifteen (15) copies of this agreement within thirty (30) days of ratification.

**ARTICLE 37**

**AMENDMENTS**

Section 1. This agreement may be amended by mutual agreement of the parties, but any amendment must be in writing and signed by duly authorized representatives of the parties before it will be effective.

## **ARTICLE 38**

### **SAVINGS CLAUSE**

Section 1. If any provision of this agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with F.S. 447.309(3); then such provision shall remain in full force and effect for the term of this agreement, and the parties agree to negotiate a substitute for the unenforceable provision that to the extent possible, restores the original bargain on the matter between the Union and the Employer.

## **ARTICLE 39**

### **ENTIRE AGREEMENT**

Section 1. The parties acknowledge and agree the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included within the area of collective bargaining in that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this agreement whether or not such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the agreement. This agreement contains the entire contract, understanding, undertaking and agreement of collective bargaining for and during this term, except as otherwise specifically provided herein.

**ARTICLE 40**

**DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective October 1, 2005 and shall continue in full force and effect through the 30<sup>th</sup> day of September, 2008.

Section 2. At least ninety (90) days prior to the termination of this agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this agreement. Failure to notify the other party of intention to modify amend or terminate as herein above set forth, will automatically extend the provisions and terms of this agreement for a period of one (1) year, and each thereafter absent notification.

In WITNESS WHEREOF, the parties have caused this agreement to be signed by their authorized representative on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

FOR THE CITY:  
Firefighters

FOR: St. Petersburg Association of

\_\_\_\_\_  
Thomas E. Brobeil  
City Manager

\_\_\_\_\_  
Winthrop Newton  
President, Local 747

Ratified by the membership of the Gulfport Fire bargaining unit of the St. Petersburg Association of Firefighters, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Approved by the City Council, City of Gulfport, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
City Clerk