

Approved as written
 For: Lealman Fire & Rescue _____ Date: _____
 Richard E. Graham – Fire Chief

Approved as Written
 For: Union Local 747 _____ Date: _____
 Winthrop Newton - Union President

Labor Agreement between:
 Lealman Special Fire Control District
 And
 The St. Petersburg Association of Firefighters - Local 747
 International Association of Firefighters

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ARTICLE 1

PREAMBLE

This agreement is entered into by Lealman Special Control Fire District, hereinafter referred to as the “**Employer**” or “**Lealman Fire District**”, and the St. Petersburg Association of Firefighters, Local 747, International Association of Firefighters, hereinafter referred to as the “**Union**”, for the purposes of promoting harmonious relations between the Employer and the Union, to establish an orderly and peaceful procedure to settle differences that may arise, and to set forth between the parties the basic and full Agreement concerning wages, rates of pay, benefits, hours of work and all other terms and conditions of employment.

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ARTICLE 2

RECOGNITION

Section 1

The Employer agrees to recognize the Union as the sole bargaining agent for the purposes of negotiations over salaries, benefits and all other terms and conditions of employment for all Employees included in the bargaining unit described in Section 2 on this Article.

Section 2

The bargaining unit shall be described by the Public Employees Relations Committee in Case No. RC-83-001, specifically:

Fire Fighter / Emergency Medical Technicians

Fire Fighter / Paramedics

Fire Lieutenants

Fire Lieutenant / Paramedic

All other classifications are excluded from this bargaining unit.

Section 3

Should the Employer establish new job classifications, or positions, within the Fire Department which are not of a Managerial nature, the Employer shall, not less than thirty (30) days prior to staffing such classification, provide written notice to the Union of the establishment of such classification and, if requested by the Union, bargain with the Union concerning wages, benefits, hours of work and all other terms and conditions of employment for such classification.

Section 4

This contract shall apply in its entirety to probationary employees, except that probationary employees shall not have access to the grievance arbitration provision during the probationary period.

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ARTICLE 3

REPRESENTATIVES OF PARTIES

Section 1

The Employer agrees that during the term of this agreement, it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this agreement. The Union agrees to notify the Fire Chief or his designee of the names of such authorized representatives as of the execution of this agreement and replacements therefore during the term of this agreement.

Section 2

The Union likewise agrees that during the term of this agreement the Union President or Employee Representative or their designees covered hereunder shall deal only with the Fire Chief or his designee in matters requiring mutual consent or other official action.

The Union likewise agrees to inform the Fire Chief or his designee when they seek to involve the Board of Commissioners of Lealman Fire District in the administration of this agreement or otherwise in the administration of the Fire Department.

Section 3

There shall be a Labor - Management Committee consisting of Three (3) Union representatives and Three (3) Employer representatives. The committee shall meet on request of either party to discuss all matters of mutual concern. The committee shall have the authority to make recommendations to the Union and the Employer.

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ARTICLE 4

NON-DISCRIMINATION

The Employer and the Union agree that the provisions of this agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, national origin, age or membership or non-membership in a labor organization as provided by law.

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ARTICLE 5

PREVAILING RIGHTS

All rights and working conditions enjoyed by the employees and known to the Fire Administration but not covered by this agreement, shall remain in force and effect for the life of this agreement.

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ARTICLE 6

UNION BUSINESS

Section 1

Bargaining unit employees may donate up to twenty-four (24) hours each fiscal year from their vacation time account for the use of the Union officials. Donations to the Union business time pool shall be in writing and signed by the donating employee.

Section 2

Time off for Union business will be without loss of pay by use of Union pool time provided sufficient manpower is available to properly man the Department during the absence of the Union official, as determined by the Fire Chief or his designee.

Section 3

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

Section 4

Carry over of Union business pool time from year to year shall not exceed Two Hundred and Forty (240) hours.

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ARTICLE 7

BULLETIN BOARDS

The Union shall be entitled to the use of a bulletin board, located at each Fire Station, in the employee's living quarters. Each notice posted on these bulletin boards shall be signed by a duly recognized officer of the Union.

A duplicate copy of any notice posted shall be submitted to the Fire Chief.

ARTICLE 8

PAYROLL DEDUCTION

Section 1

Employees represented by the Union may authorize, on a prescribed form, payroll deduction of Union dues.

Section 2

The Union will notify the Employer as to the amount of dues to be deducted from a member's salary on a monthly basis. This notice shall state the monthly amount in dollars and cents for each individual member.

Section 3

The Union shall indemnify and hold harmless the Employer from any and all claims or demands and expenses in connection with said deductions based upon the Employers participation in the Union dues collection in accordance with this agreement.

Section 4

The Union shall pay to the Employer in full and total payment, for the deduction services set forth herein, the sum of twenty dollars (\$20.00) per month, which sum shall be deducted from the monies collected by the Employer on behalf of the Union under this Article.

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ARTICLE 9

SENIORITY AND LAYOFFS

Section 1

The Department shall prepare and post seniority lists, by department seniority and classification seniority, forward a copy to the Union, and post same at each station on department bulletin boards during the month of October. Such lists shall be considered correct unless objection is made within Thirty (30) days of posting on the new changes.

Section 2

Classification seniority shall mean length of time in the employee's present classification. After successful completion of the probationary period for that classification, length of time in classification reverts to the date of employment, transfer or promotion to the present classification.

Section 3

Seniority will continue to accrue during all types of leave, except for a leave of absence without pay for Thirty (30) consecutive calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than Thirty (30) consecutive calendar days shall not cause the seniority date to be adjusted.

Section 4

All employees hired by the Employer shall serve an initial probationary period of Twelve (12) months, beginning with their date of hire.

Section 5

All newly promoted employees shall be placed on a promotional probationary period for the new classification, for a period of Twelve (12) consecutive months from their date of promotion. If an employee fails the promotional probationary period, the employee may revert to his/her last assignment and rank at the discretion of the Fire Chief or his designee.

Section 6

The Fire Chief has the authority to extend the initial probationary period, for either the newly hired or newly promoted employee, for up to Three (3) additional months.

Section 7

Employees shall lose their seniority as a result of:

- A.) Voluntary resignation
- B.) Retirement
- C.) Layoff exceeding Twenty-four (24) months
- D.) Failure to report intention of returning to work within 10 business days excluding Holidays of return receipt verification of certified mail of the recall offer notice.
- E.) Discharge

Section 8

Department seniority (accrued time with Lealman Fire District) shall prevail in case of layoff. In the event of a layoff, the employees shall be laid off in the reverse order of their length of time on the job at Lealman Fire District. In the event that a layoff affects a certain job classification, the affected employees shall retain the right to choose to roll back to a lower classification or accept the layoff. In the event two or more employees have the same amount of time in classification, the employee with the greatest length of time with the Department shall be deemed the senior employee. In the event of a further "tie" in seniority, the tie shall be broken by lot.

Section 9

Recall shall be affected in inverse order of layoff. No new employees shall be hired until all employees on layoff status have had the opportunity of recall for the position from which they were laid off. Recall notices shall be sent to the employee's last known address.

ARTICLE 10

DISCIPLINARY REVIEW BOARD (D.R.B.)

Section 1

The Employer and the Union shall establish a Disciplinary Review Board (DRB). The primary mission of the DRB shall be to investigate and review any incidents of disciplinary action that are to be taken against an Employee, unless those actions are to be undisputed by all interested parties.

Any Employee who wishes to have his/her case heard should inform the Fire Chief or his/her Designee of this decision within two (2) working days of written notification of the offense. The DRB shall determine which, if any, rule or regulation was violated and what guideline and level of discipline is appropriate. The DRB should also assure that all facts and witness testimonies pertaining to the case are seen and reviewed in a formal atmosphere.

After notification to the Fire Chief or his/her Designee of the request for a DRB, the Fire Chief or his/her designee shall call a meeting of the DRB, to be held within ten (10) business days during regular business hours. Either or both parties shall have the right to one (1) extension in order to assure that all witnesses are available and all evidence is in order. The term extension shall mean five (5) additional working days. The DRB shall render a decision based upon the evidence and circumstances of each case. The DRB 's written decision shall be issued to the Fire Chief or his/her Designee and the Employee or his/her Designee at the conclusion of the DRB meeting.

The DRB's decision shall only be an advisory decision and such decision shall not be used in the grievance and arbitration procedure. The Fire Chief or his/her Designee has the sole responsibility to issue disciplinary action. If the Employee does not agree with the final decision on discipline, he/she shall maintain the right to file a grievance under the grievance procedure contained in this agreement.

Section 2

The DRB shall consist of four (4) members, as described below. Both the Employer and the Union agree to supply the representatives of each party with a list of their eligible members for the DRB. Any member chosen to sit on the DRB must be agreed to by the Employer and the Union.

The DRB shall consist of members as follows:

If the Employee requesting the DRB is a FIREFIGHTER, the DRB will consist of one (1) Staff Officer, one (1) Lieutenant, and two (2) Firefighters.

If the Employee requesting the DRB is a FIREFIGHTER / PARAMEDIC, the DRB will consist of one (1) Staff Officer, one (1) Lieutenant, and two (2) Firefighter / Paramedics.

If the Employee requesting the DRB is a LIEUTENANT, the DRB will consist of two (2) Staff Officers and two (2) Lieutenants.

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ARTICLE 11

GRIEVANCE PROCEDURE

Section 1

A grievance shall be defined as any dispute involving the interpretation or application of a specific, express provision of this contract, and no other dispute or disagreement shall be subject to the grievance procedure set forth herein.

Step 1A: If the grievance is not resolved informally, the aggrieved employee or the Union may submit a written appeal to the Fire Chief or his designee within Ten (10) working days after the occurrence of the matter from which the grievance arose.

The written grievance at this step, and all steps thereafter, shall contain the following information:

- A.) A statement of the grievance, including the date of occurrence, and details and facts upon which the grievance is based.
- B.) The Article and Section of the Labor Agreement alleged to have been violated.
- C.) The action, remedy or solution requested by the employee.
- D.) The signature of the aggrieved employee and the Union Representative if applicable.
- E.) The employee's reason for rejection of management's answer, if the grievance is being appealed to the next step.
- F.) The date submitted.

Step 1B: Within Five (5) working days after receipt of appeal, the Fire Chief or his designee will meet with the aggrieved employee and/or the Union Representative to discuss and seek a solution to the grievance. Within Five (5) working days after this meeting, the Fire Chief or his designee shall give his/her written decision to the grievant.

Step 1B (Continued)

The written response at this step and all steps thereafter shall contain the following information:

- A.) An affirmation or denial of the facts upon which the grievance is based.
- B.) An analysis of the alleged violation of the agreement.
- C.) The remedy or solution to be made.
- D.) Signature of the appropriate management representative.
- E.) The date of response.

Step 2A: If the grievance is not resolved at Step 1, the aggrieved employee or the Union may submit a written appeal to the Board of Commissioners within Ten (10) working days following the receipt of the written answer from the Fire Chief or his designee. The Chairperson of the Board of Commissioners or his/her designee shall meet with the aggrieved employee, Department management and the Union Representatives within Ten (10) working days of receipt of the written appeal, to discuss and seek a resolution of the grievance. Within Ten (10) working days following a voting meeting and after consulting with the full Board of Commissioners, the Chairperson of the Board of Commissioners or his/her designee shall give his/her written answer to the grievant and the Union Representative.

Step 2B: If the grievance is not resolved at Step 2A, the aggrieved employee or the Union may, within Ten (10) working days, request Arbitration.

Section 2

A grievance not submitted within the time limits as prescribed shall be considered untimely and resolved to the employee's satisfaction. A grievance not appealed to the next step within the time frames established in this Article shall be deemed to have been resolved to the employee's satisfaction on the basis of the last answer provided by the Department. The fact that a grievance is not answered by the Department within the time frames established in this Article, shall entitle the employee to advance the grievance to the next step.

Section 3

In the event that Arbitration is requested, a list of Seven (7) potential arbitrators shall be obtained from the most localized list available, from the Federal Mediation and Conciliation Services, under that services operating rules and procedures, by the moving party. Following receipt of the list, the moving party shall institute a meeting with the other party within Fourteen (14) working days from receipt of the list for the purpose of selecting an Arbitrator or else striking names until an Arbitrator is selected by that method.

Section 4

Cost for the services of the Arbitrator shall be shared equally by both parties to the Arbitration.

Section 5

The Arbitrator shall have no authority to add to, delete from or amend in any way the provisions of this contract, and he/she shall be bound by the provisions of the contract and shall have no power other than that set forth herein. The decision of the Arbitrator shall be final and binding upon both parties, as provided by law.

Section 6

For the purpose of this Article, the working day is defined as the normal administrative work schedule within the Forty- (40) hour work week, Monday through Friday.

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ARTICLE 12

HOURS OF WORK

Section 1

The three (3) Platoon, twenty-four (24) hour tour of duty, forty-eight (48) hours off duty schedule now in effect, shall remain in effect for the duration of this Agreement, except that every fourteenth (14th) shift will be scheduled time off. This will provide an average workweek of fifty-two (52) hours. The work hours and work week of Employees assigned to Divisions or Activities other than Fire Suppression shall be determined by the Fire Chief, or his/her Designee, to meet the needs of the Department and provide the most efficient service to the community.

Section 2

Work hours include all time an Employee is required to be on duty or on the Employer's premises, or at a prescribed workplace, and all time during which he/she is suffered or permitted to work. Holiday leave, Annual leave, Extended illness leave, Funeral leave, Jury duty, Union business leave, Military leave and other absences from duty shall not be considered as actual hours worked.

Section 3

All absences from work must have the prior approval of the Fire Chief or his/her Designee. For planned Annual leave and Holiday leave as well as other scheduled leaves, there shall be Two (2) slots available as per departmental minimum manning policy. Scheduled leaves shall include Extended leave, Military leave, Jury duty and Funeral leave (when known). Requests for unplanned leave utilization shall be considered by the Fire Chief or his/her Designee, subject to there being no more than Two (2) Shift personnel out for defined scheduled absences.

Section 4

All employees within the bargaining unit that are covered by this Agreement shall report for duty at 7:30 a.m. on their respective duty day and will be relieved from duty at 7:30 a.m. the following day.

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Section 5

Exceptions to Section 4 above are those Fire Suppression Employees assigned on a 40-hour work schedule within the bargaining unit. These Employees shall report for work at 7:30 a.m., Monday through Friday, and shall be relieved from duty at 4:30 p.m. each day.

Section 6

Overtime eligibility: Employees assigned to a duty schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty, who actually work in excess of 156 hours in the established 21 day work period, shall be eligible for overtime pay at time and one-half their regular hourly rate of pay.

Section 7

When an Employee is called back to work for any reason, he/she shall be compensated a minimum of three (3) hours time.

Section 8

The Employer shall, as far as possible, distribute overtime on an equitable basis; and to ensure that goal, shall keep a rotation list of all Employees according to seniority, regardless of current classification. Although those employee’s whom are working out of their classification shall at the departments direction be upgraded to their normal status: example; A Lieutenant is called in for firefighter overtime, and there is an Acting Lieutenant here, he will be required to step up to his normal classification.

However if the called back Lieutenant is filling a firefighter slot and there is already a Lieutenant on duty then the scheduled Officer is in charge, and the call back Lieutenant is functioning as a firefighter.

Section 9

All overtime within the Department shall be worked by full-time Employees of Lealman Fire District within the bargaining unit.

Section 10

Employees shall be required to work overtime when assigned. Employees required to report for overtime, under this provision, will not be required to work more than twelve (12) hours. Employee shall not be allowed to work more than forty-eight (48) hours consecutively.

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ARTICLE 13
WAGE RATES

Section 1

Basic wage rates for the fiscal year starting on October 1st, 2005 shall be as follows, stated on an annual basis:

	<u>Firefighter / EMT</u>	<u>Firefighter / Paramedic</u>
Starting	\$33,276.00	\$38,733.00
1 Year	\$36,608.00	\$42,160.00
2 Year	\$38,163.00	\$43,760.00
3 Year	\$39,647.00	\$45,285.00
4 Year	\$41,870.00	\$47,569.00
5 Year	\$44,463.00	\$50,238.00
6 Year	\$45,944.00	\$51,760.00
7 Years and over	\$48,762.00	\$54,840.00

Lieutenant

Starting \$50,062.00

1 Year \$56,108.00

Lieutenant/Medic

Starting \$52,565.00

1 Year \$58,913.00

Section 2 Incentives:

A) Employees assigned as Driver-operators shall be compensated at a rate of seventy-five cents (.75) per hour.

B) Employees assigned as an Acting Officer shall be compensated at a rate of one dollar (\$1.00) per hour.

Section 3 Pay Upon Promotion

Upon promotion the employee shall be placed at the step in the higher classification that will call for a wage increase from the position held by the employee prior to promotion.

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ARTICLE 13

Section 1

Basic wage rates for the fiscal year starting on October 1st, 2006 shall be as follows, stated on an annual basis:

Firefighter / EMT

Firefighter / Paramedic

Starting	\$34,940.00	\$40,670.00
1 Year	\$38,438.00	\$44,268.00
2 Year	\$40,071.00	\$45,948.00
3 Year	\$41,629.00	\$47,549.00
4 Year	\$43,964.00	\$49,947.00
5 Year	\$46,686.00	\$52,750.00
6 Year	\$48,241.00	\$54,348.00
7 Years and over	\$51,200.00	\$57,582.00

Lieutenant

Starting	\$52,565.00
1 Year	\$58,913.00

Lieutenant/Medic

Starting	\$55,193.00
1 Year	\$61,859.00

Section 2 Incentives:

A) Employees assigned as Driver-operators shall be compensated at a rate of seventy-five cents (.75) per hour.

B) Employees assigned as an Acting Officer shall be compensated at a rate of one dollar(\$1.00) per hour.

Section 3 Pay Upon Promotion

Upon promotion the employee shall be placed at the step in the higher classification that will call for a wage increase from the position held by the employee prior to promotion.

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ARTICLE 13

Section 1

Basic wage rates for the fiscal year starting on October 1st, 2007 shall be as follows, stated on an annual basis:

	<u>Firefighter / EMT</u>	<u>Firefighter / Paramedic</u>
Starting	\$36,687.00	\$42,704.00
1 Year	\$40,360.00	\$46,481.00
2 Year	\$42,075.00	\$48,245.00
3 Year	\$43,710.00	\$49,926.00
4 Year	\$46,162.00	\$52,444.00
5 Year	\$49,020.00	\$55,388.00
6 Year	\$50,653.00	\$57,065.00
7 Years and over	\$53,760.00	\$60,461.00

Lieutenant

Starting \$55,193.00

1 Year \$61,859.00

Lieutenant/Medic

Starting \$57,953.00

1 Year \$64,952.00

Section 2 Incentives:

A) Employees assigned as Driver-operators shall be compensated at a rate of seventy-five cents (.75) per hour.

B) Employees assigned as an Acting Officer shall be compensated at a rate of one dollar (\$1.00) per hour.

Section 3 Pay Upon Promotion

Upon promotion the employee shall be placed at the step in the higher classification that will call for a wage increase from the position held by the employee prior to promotion.

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ARTICLE 14

INSURANCE

Section 1

The Employer agrees to pay the full cost of Employee health, life and dental insurance.

Section 2

Employees with dependents may elect to cover their dependents through the Department group insurance policy by payroll deduction.

Section 3

The Employer shall participate in and provide Employees with Unemployment Benefits and Workman's Compensation Insurance Benefits as provided by law.

Section 4

The Employer shall supplement Workman's Compensation Benefits to insure that the Employee's pay, while on line of duty injury status, shall not be less than his regular pay for each pay period.

Section 5

The Employer shall provide all Employees covered in this agreement with Life insurance with accidental and death benefit pursuant to Florida State Statute 112.191, in an amount equal to the Employee's annual salary not to exceed One hundred Thousand Dollars \$100,000.00.

Section 6

The employer shall provide a Long term disability insurance plan as well as accidental death coverage for all employees included in the bargaining unit.

This coverage shall meet the minimum requirements of the Florida Statutes 112.18, 112.181.

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ARTICLE 15

HOLIDAYS

Section 1

The following holidays will be observed:

New Year's Day	January 1st
Martin Luther King Day	January 20th or designated day
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday following Thanksgiving Day
Christmas Day	December 25th

Section 2

An Employee must be on active pay status on the calendar day the holiday is observed in order to qualify for the holiday. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year. For Employees on a forty (40) hour work week schedule, when a holiday falls on a Saturday, the preceding Friday shall be designated as a substitute holiday and observed as the official holiday for that year.

Section 3

Employees assigned to a work week schedule of twenty-four (24) hours on and forty-eight (48) hours off shall earn twelve (12) hours for each of the holidays observed as provided for in Section 2. Employees may elect to store earned holiday time to a maximum of 120 hours, all other holiday time shall be paid or used in the same pay period as earned.

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Section 4

Upon separation from employment, Employees shall be entitled to compensation for any earned but unused hours in their holiday account on the effective date of termination.

Section 5

Employees on annual leave, military leave, jury duty, extended 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. The two (2) leaves for which an exception has been made and for which holiday time will not be used but will be credited to the Employee's

holiday leave account are funeral leave and leave for Union business with pay, when covered by Union pool time.

Section 6

All holiday time earned will automatically be stored in the Employee's Holiday Account. When the maximum accrual is reached, the Employee will be automatically paid for all additional holidays, until his/her total reduces to less than the maximum.

Section 7

If additional holidays are declared by the Employer, and are applicable to other Employees, each Employee shall receive the same benefits as earned on the aforementioned holidays.

Section 8

An Employee who is scheduled to work on a day designated as a holiday and who reports off sick will be charged with holiday leave for that day, although such time shall count against the Employee's eligibility for the Sick Leave Incentive.

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ARTICLE 16

ANNUAL LEAVE

Section 1

Every full time Employee who is compensated on a salaried or hourly rated basis shall be entitled to Annual leave / vacation leave with pay at his/her regular rate of pay in accordance with the provisions hereinafter set forth after six months of accumulated service.

Section 2

Annual leave / Vacation leave shall be earned and accrued by each Employee for each month worked according to the following schedule.

Years of Service:	Accrual rate per month:	Annual accrual:
Start	17	204
2 Years	19	228
5 Years	21	252
8 Years	23	276
10 Years	25	300
15 Years	27	324
20 Years	29	348

The maximum number of Annual leave / Vacation leave hours which may be accrued shall not exceed twice the Employee's Annual accrual rate.

Section 3

The purpose of Annual leave / Vacation leave is to provide employees with the opportunity to be absent from work with permission due to valid reasons without loss of pay or benefits. Toward this purpose, the following types of Annual leave / Vacation leave shall be recognized:

A.) Planned Leave:

Those absences from duty which are able to be scheduled in advance by 0730 hrs. on the employee's shift preceding the absence. All Departmental requirements for notice and prior management approval shall be complied with.

B.)Unplanned Leave:

a.) Emergency leave: Provides, subject to the approval of the Fire Chief or his designee, unscheduled leave requested because of a critical situation which could not have been foreseen or presented by the employee in advance.

b.) Short Term Medical Leave: Medical Leave of an unexpected nature or sudden onset. An employee incapacitated and unable to work shall notify his Shift Commander at least one-half hour prior to his/her scheduled reporting time as designated by the Department, stating the nature of his/her medical condition and expected period of absence.

c.) Any unplanned leave requests not falling within department guidelines will be charged to the employees vacation leave account.

Section 4

The Department will make every effort to meet the desires of the employee consistent with the requirements of its operations and will give preference by classifications to the most senior employees per shift, by departmental seniority, in scheduling Annual leave requests for vacation purposes at the time of the annual (vacation) pick or selection. Certain requests for annual leave may qualify and be covered by the Family and Medical Leave Act (FMLA) of 1993. If such leave is covered by this Act, it will be applied to the twelve weeks per year of leave, which must be granted to eligible employees of Lealman Fire District. The affected parties agree to apply Extended Leave first, then use additional leave accounts per contract and as listed on the department's F.M.L.A. request forms.

Section 5

Employees becoming sick or having a death in their immediate family while on vacation leave may use sick time or funeral leave for such period of illness or funeral leave use, provided the employee calls the Employer to notify of such change in status. This period of time shall be added to the employee's annual leave / vacation leave account. If the employee desires to use sick time, the Fire Chief or his designee may require the Employee to produce a physician's statement to verify the illness.

Section 6

"Pay off of Annual Leave account." - Upon separation of service, Employees with at least Six (6) months of full time service shall be entitled to compensation for all unused annual leave

accrued in their account at their straight time hourly rate of pay. This amount shall not exceed the maximum compensation allowed in this Article.

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ARTICLE 17

EXTENDED LEAVE

Section 1-A

The purpose of the extended leave program is to provide Employees with basic salary during periods of extended illness or injury in which they are medically incapacitated and unable to perform their job assignments.

Every full time Employee who is compensated on a salaried or hourly rate shall accumulate extended leave in accordance with the provisions herein after set forth.

For employees working a forty (40) hour per week schedule, extended leave shall apply for periods in excess of two (2) consecutive scheduled workdays. Hours in the employees account shall be applied starting with the third consecutive working day of absence and so on until the employees return to work. If an employee leaves the job for reason of illness during his/her normal duty shift and continues to be absent for the next several work days, eligibility for extended leave illness account usage will begin at the same (mid-shift) point in the second consecutive duty shift after the employee left for the illness.

For employees assigned on a fifty-two (52) hour average duty week schedule, extended illness leave shall apply after an employee has been absent for medical reasons for twenty-four (24) consecutive hours, no matter whether the medical absence begins at the start of the shift or at some mid-shift point. Hours in the employees extended leave illness account will begin after the employee has missed (in each instance) twenty-four (24) consecutive hours of regularly scheduled duty time.

A serious and chronic medical condition as determined by the Fire Chief or his/her Designee requiring additional absences of a related nature, or follow-up medical visits shall continue to receive the extended illness benefit under this Article.

Section 1-B

When an employee has a minimum of 500 hours in the extended leave account, the first 24 hours used will come from the EXTENDED LEAVE ACCOUNT. If the employee falls below the minimum of 500 hours, the first 24 hours will be taken from the employee's ANNUAL LEAVE ACCOUNT.

Section 2

Employees shall earn / accrue extended leave while on active pay status on the following basis:

A) All Employees shall earn fourteen (14) hours of extended leave every calendar month worked in accordance with section 9.

B) Employees shall be eligible for extended leave after one (1) month of service. For services rendered prior to this Agreement, Employees shall not forfeit any unused sick leave accumulated since the initial date of their employment. This sick time will be converted to extended leave time.

Section 3

Unused Extended leave may be accumulated without limit for each completed month of service, in accordance with Article 17, Section 9.

Section 4

Whenever possible, medical, dental and optical appointments should be scheduled during the Employee's non-duty hours.

Section 5

The Employer reserves the right in all cases of illness or injury or reported illness or injury, to require the Employee to furnish an approved Physicians Report. Abuse of the extended leave benefit shall constitute grounds for disciplinary action.

Section 6

Upon separation from service, an Employee shall be paid according to the following schedule, a portion of the accumulated, unused extended leave time, provided:

- A) The maximum hours of pay-off for extended leave time will not exceed five hundred (500) hours.
- B) The rate of pay-off shall be based on the regular rate of pay in effect at the time of separation.
- C) The Employee's rate of pay shall be based upon the Employee's pay rate in effect at the beginning of the leave of absence.
- D) At the date of separation, the Employee has had at least six (6) months of continuous service. Military leaves and leaves during which the Employee is receiving Workman's Compensation Benefits, extended leave or annual leave shall not be deducted. Voluntary resignations to join military services does not constitute military leave.

E) Percentages of extended leave paid are as follows:

3 years	=	15%
5 years	=	25%
10 years	=	50%
15 years	=	75%
20 years	=	100%

F) Extended leave incentive shall be given to those Employees who use little or no unplanned leave during a one (1) year period. Eligibility for the incentive award is to be based on the Employee's anniversary date of employment and is awarded as follows:

Unplanned leave used:	Hours awarded:
0-24 hours used	48 hours
25-48 hours used	36 hours

49-72 hours used

24 hours

The incentive award will be credited to the Employee's annual leave account.

Section 7

Employees granted medical leave (extended or short term) shall assist in promoting their recuperation by remaining at either their residence, or another location approved in advance by the Fire Chief or his/her Designee. An Employee authorized to be absent from work for medical reasons shall not engage in any recreational or work activities except upon receiving prior approval from his/her physician and the Fire Chief or his/her Designee. Abuse of medical leave privileges shall constitute grounds for disciplinary action.

A.) Other places of recuperation may be permitted by the Fire Chief or his/her Designee under the following conditions:

1. Pre-authorized by a medical doctor in writing with specifics.
2. Pre-authorization must be on file with the immediate supervisor and is to include the address and phone number, if applicable where the Employee may be reached.

B.) Employees recuperating from a medical condition in which there was no involvement with doctors or hospitals may request, through the chain of command, another place of recuperation. Approval will be required in advance and an address and phone number are to be part of the request.

C.) Department management will use discretion in determining whether or not a visit is required to verify the reason for an Employee's medical absence and a report made of the reasons for the absence from duty.

D.) Should an Employee be absent for reported medical reasons and fail to comply with the provisions of this Article, such Employee may be subject to disciplinary action up to and including being charged with "medical leave without pay".

Section 8

Extended sick leave shall be charged by actual hours used. Employees shall not be entitled to apply any extended illness hours in excess of the amount of such leave accumulated to their credit.

Section 9

A.) Nothing in this Article shall read to deprive the Employer of the right to discharge Employees after they have exhausted accrued extended leave time and annual leave time, for physical or mental inability to perform the duties of their classification, providing that all aspects of the Family Medical Leave Act of 1993 and any applicable Federal and State laws have been adhered to and followed.

B.) When an employee has been out of work for two weeks or more for physical or mental inability to perform their duties, the employee will be placed on FMLA, retroactive from the first day of absence, and will be required to complete the FMLA application forms and return them to the Fire Chief or his designee.

C.) If the employee is unable to work for more than 120 days (excluding Worker's Compensation Cases), the accruals of Extended Leave, Annual Leave, and Holiday Time will cease until the employee is back on active duty status.

D.) For employees off on Extended Leave, if the employee is unable to resume his/her job, without restriction, after exhaustion of all the employee's accrued annual and extended leave, he/she may be released from employment provided all aspects of the Family Medical Leave Act of 1993 and any applicable Federal and State laws have been adhered to and followed.

E.) For employees on Worker's Compensation, if the employee is unable to resume his/her job, without restriction, after 345 consecutive days, he/she may be released from employment provided all aspects of the Family Medical Leave Act of 1993 and any applicable Federal and State laws have been adhered to and followed.

Section 10

“Light duty”: Many slight injuries and sicknesses may prohibit the Employee from performing his/her regular assigned duties. However, there may be other duties that such Employees may be able to perform without aggravating such injuries or sickness. Providing the doctor states that “light duty” work is acceptable and provided that “light duty” work is available, the Employee will report to the Fire Chief or his Designee for assignment to duties related to Fire Department operations.

The Physician recommending an Employees return to work on “light duty” status must provide reasonable assurance that the condition will not exceed thirty (30) calendar days. Extension of “light duty” status beyond thirty (30) calendar days requires the approval of the Fire Chief or his/her Designee.

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ARTICLE 18

FUNERAL LEAVE

Section 1

All Employees covered by this agreement shall be eligible to receive Two (2) shifts off for Funeral Leave, to attend the Funeral of a member of the employee's immediate family when said Funeral is to be held within the State of Florida.

All Employees covered by this agreement shall be eligible to receive Three (3) shifts off for Funeral Leave, to attend the Funeral of a member of the employee's immediate family when said Funeral is to be held outside the State of Florida.

The term "immediate family" as used in this Article shall refer to and include the Employee's spouse, parents, step-parents, grandparents, children, step-children, grandchildren, brothers, sisters, step-brothers, step-sisters, brother's wife and sister's husband of the employee or the employee's spouse. It shall also include any member of the employee's household that is dependent on the employee for total support.

Section 2

The Employee may, at the Fire Chiefs discretion, be required to provide the Employer with proof of the death of a member of the employees s immediate family, as defined in this Article, before compensation is approved.

Section 3

The Employee may request more time off, but additional time will be charged against the employee's vacation time account, at the Fire Chiefs discretion.

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ARTICLE 19

EDUCATIONAL INCENTIVE

All tuition for job related education, approved by the Fire Chief or his/her designee, shall be paid by the Employer, up to a maximum of Three Hundred Dollars (\$300.00) per fiscal year, per employee.

Tuition payment, as described above, will be made provided the employee seeking such payment provides evidence of satisfactory completion of the job related schooling in question.

If staffing is sufficient, the Fire Chief or his/her designee may allow employees time off from work to attend job related schooling.

Additional Incentives for Florida State Certification will be paid on a monthly basis per valid certification in the following amounts:

Effective	October 2005	October 2006	October 2007
1.) Fire Officer One	\$40.00	\$45.00	\$50.00
2.) Fire Instructor	\$40.00	\$45.00	\$50.00
3.) Fire Inspector	\$40.00	\$45.00	\$50.00

LEGAL BENEFITS

Section 1

The Employer agrees that, upon request of an employee covered by this agreement, it will undertake the defense of that employee against any civil damage suit where the complaint in the suit alleges that the employee was acting within the scope of his/her employment.

Section 2

The Employer agrees that in a civil damage suit where a defense is requested by the employee and provided by the Employer, the Employer will indemnify that employee against any judgment, except for punitive damage judgments and cases of gross negligence, levied in that suit against the employee as a result of actions within the scope of his/her employment.

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ARTICLE 21

DRUG FREE WORK PLACE

Section 1

The employer and the union agree that providing a drug — free work place is not only desirable from the perspective of the employer but also from the perspective of the employees and citizens of Lealman. Both the employer and employees are interested in a safe and efficient work force which has the support and confidence of the citizens it serves and provides those citizens with the best service possible. The policies and procedures contained in this article are for the purpose of achieving those goals.

Section 2

Any employee covered by this bargaining unit will be subject to a urine, serum, and or breathalyzer test accomplished by an accredited testing laboratory if there is reasonable suspicion based upon observed actions or assumptions on the part of the employee's immediate supervisor and the Fire Chief, or his designee, that the employee is using or under the influence of alcohol, drugs or controlled substance while on duty. Anonymous phone calls, by themselves, will not constitute reasonable suspicion. Random testing is to be strictly prohibited except as referenced in section 5.

Section 3

When an employee's initial test is positive (i. e., a drug or drugs is detected in the urine) a confirmation test, the gas chromatography/mass spectrometry will be run on the sample originally taken. If the confirmation test does not detect the presence of a drug or drugs, that test shall prevail. The testing will be done at the employer's expense.

Section 4

A test result indicating the employee is under the influence of alcohol, or a result indicating the presence of illegal drugs or controlled substances (when taken without a prescription or without being under the care of a physician) while on duty will result in disciplinary action up to and including discharge. An employee shall not be disciplined until a positive test result is communicated to the employer.

Section 5

In the event that an employee informs the employer he will seek assistance for drug / alcohol abuse either voluntarily or prior to reasonable suspicion testing, no disciplinary action shall be taken against the employee. Successful completion of an approved rehabilitation program shall result in no disciplinary action against the employee. This applies to the first offense only. Any

employee who uses this one time option shall be subject to unannounced testing on duty for a period of one year from the time of the voluntary notice or notification of a positive test result.

Section 6

A. Whenever an employee is required to be drug or alcohol tested and believes that the test was ordered contrary to the provisions of this article, he shall comply with the order, and may simultaneously grieve the order with the communicator of the order. Said grievance will be limited to whether or not there was reasonable suspicion to require the employee to take the urine, serum, and or breathalyzer test; pending the outcome of the grievance, the results of the drug test will remain sealed, and opened only in the event the grievance is rejected.

B. Disputes arising out of such protest shall be arbitrable under the expedited arbitration rules of the Federal Mediation and Conciliation Service and selection of an arbitrator shall be in accordance with the grievance proceedings provided here in.

C. The grievance will be submitted directly to arbitration and the hearing will be held no later than two weeks after the employee was required to submit to the test. No post hearing briefs will be filed and the arbitrator will respond to the parties in writing within ten (10) calendar days after the hearing. In no event will the arbitrator respond orally at the conclusion of the hearing.

Section 7

In recognition of the importance of having a drug free work force worthy of the respect and trust of the public, the following shall be the policy for employees who are guilty of misconduct.

- A. Employees who sell illegal drugs or controlled substances, either on or off duty, shall be terminated from employment.
- B. Employees who are in possession of or using/consuming illegal drugs or controlled substances without a prescription or are consuming alcohol while on duty, including meal and rest periods, shall be terminated from employment in accordance with the employers code of conduct, (Group III offense), unless the Fire Chief or his designee can document mitigating circumstances not to terminate.

- C. Employees who are under the influence of illegal drugs or controlled substances without a prescription or alcohol while on duty shall be disciplined in accordance with the employer's code of conduct,(Group III offense), although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct. Should a drug test be conducted in accordance with the provisions of Section 2, reasonable cause testing, then a positive test for a felony drug shall result in termination and a positive test for a misdemeanor drug will result in a Group II level charge and applicable discipline.
- D. Employees who are in possession of illegal substances or drug paraphernalia (as defined by state statute; i. e., contains identifiable residue) while off duty and said possession constitutes a felony, shall be terminated.

Employees who are in possession of illegal substances or drug paraphernalia while off duty, and said possession constitutes a misdemeanor shall be disciplined (guideline: Group III offense) for the first offense and terminated for the second offense, unless a nexus exists between the employee's position and the drug possession, in which case the employee shall be terminated for the first offense.

Section 8

In any event of suspected substance possession, use or abuse, the employee under any circumstance shall not give up their rights under the Florida Firefighter Bill of Rights.

Section 9

At the time of implementation of this contract, all new employees shall be put on notice by memorandum to each individual employee as each is hired that the Fire Department is committed to employing a drug free work force. Said notice will also include encouragement for employees who may have a substance use or abuse problem to seek professional assistance on a confidential basis from the Employee Assistance Program or a source of their own choosing. The penalties contained in the article shall also be communicated to employees.

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ARTICLE 22

COURT TIME

Section 1

Employees who are required to attend court or give depositions during their off duty hours, for company related matters, shall have such time included in hours worked and shall be compensated according to Articles 12 and 13 of this agreement, and may retain court compensations and mileage reimbursements.

Section 2

Employees who are placed on a stand-by status by the courts shall receive compensation in an amount equal to three (3) hours pay at the Employee's regular rate of pay.

Section 3

Employees must furnish proof, acceptable to the Employer, of time spent in court for depositions or as a witness in a job related legal proceeding before being compensated for same.

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ARTICLE 23

PENSIONS

All employee's who are active under this agreement and there after will be included in the Florida Retirement System (F.R.S.).

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ARTICLE 24

SHIFT EXCHANGE

Section 1

Employees covered under this Agreement shall have the right to exchange time, with the approval of the Fire Chief or his/her Designee, upon the terms and conditions and in a manner set forth in this Article.

Section 2

If for any reason a shift exchange is not completed, neither the Employer nor any Employee, nor the Union shall have any obligation or liability to the person owed time. If, however, the failure of the Employee to complete the shift exchange under the terms set forth herein causes the Employer to expend additional monies, in the form of overtime, call in premium, or in any other manner, then the Employee that failed to complete the shift exchange will be held personally liable to the Employer for the additional money expended, including overtime and premium time paid by the Employer on account of said Employees failure to complete the shift exchange.

In the event of illness to the employee agreeing to the exchange he/she will be charged leave in accordance with Article 17 “extended leave”. No other penalties will be imposed.

Section 3

All Employees wishing to shift exchange must exchange time within his/her classification: i.e.. Firefighter for Firefighter, Paramedic for Paramedic and Lieutenant for Lieutenant. Exceptions may be allowed at the discretion of the Fire Chief or his/her Designee.

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Section 4

The Employee working the time will be covered by all applicable benefits in case of injury or death, while filling in, but will not receive premium pay for the period.

Section 5

All exchange time will be recorded in the station logbook and must be approved by both District Chiefs involved with appropriate documentation. The Employee working the exchange time will assume all of the duties and responsibilities of the Employee he/she is working for.

Section 6

Employees shall not be allowed to work more than 48 hours continuously. After which they must be off for 12 hours before reporting back to duty

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ARTICLE 25

UNIFORMS / PROPERTY

Section 1

The Employer agrees that uniform articles shall be replaced as necessary due to normal wear and tear of job related activities. Uniform items damaged, lost destroyed or stolen as a result of actions in the line of duty, or in the performance of duties at the Fire Stations, when not the result of Employee negligence, shall be replaced by the Employer within fourteen (14) days, or a purchase order shall be issued for the replacement of that item or items.

Section 2

Reimbursable personal property of the Employee that is lost, damaged, stolen or destroyed in the line of duty, except through Employee negligence or abuse, shall be repaired or replaced by the Employer subject to the following restrictions:

A) The maximum reimbursement for eyeglasses and contact lenses shall be one hundred dollars (\$100.00).

B) The maximum reimbursement for watches shall be seventy-five dollars (\$75.00).

C) Requests for reimbursements for lost or damaged property shall be made within the shift in which the loss occurs.

D) Employee requesting reimbursement must show proof of purchase prior to reimbursement.

E) Reimbursement of lost or damaged property must be approved by the Employee's immediate supervisor and the Fire Chief or his Designee.

F) Employee will place his/her order through the department vendor for the purchase of one pair of approved work shoes or boots for the 2006 budget year and then bi-annually thereafter. Department contribution shall not exceed One-Hundred \$100.00 dollars.

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ARTICLE 26

MISCELLANEOUS

Section 1

Employees shall be allowed to examine their personnel files at any time during regular business hours. Official personnel files for all Employees covered under this Agreement shall be located at the Fire Department's Business Office.

Section 2

The Employer agrees to pay all expenses for inoculation or immunization shots for Employees or members of an Employee's household when such inoculations or immunizations become necessary as a result of said Employee's exposure to contagious diseases while on duty.

Section 3

In lieu of travel pay, the department will issue each member \$10.00 on the second payroll after October 1st of contract years 2005, 2006, and 2007.

Section 4

A copy of this Agreement shall be available in each Fire Station, at the Employer's expense.

Section 5

The Fire Chief, through policy, shall provide a chain of command which shall include a Lieutenant or Acting Lieutenant at each Station at all times.

Section 6

The Employer agrees to submit a check to the Union once per year, in the month of October, a sum equal to One hundred twenty five dollars (\$125.00) per year, per Station, for the purchase and/or maintenance of the Station television set. The Union will distribute the funds to the Stations equally.

Section 7

Provisions of this agreement may be clarified, amended, or modified upon the written consent (Memorandum of Understanding “MOU”) of the duly authorized representatives of the District and the Union. No ratification by the legislative body or the represented employees shall be required on said clarification, amendment or modification. Any amendments to this agreement shall be written, dated, and signed by the duly authorized representatives of the parties and shall be subject to all the provisions of this agreement.

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ARTICLE 27

SAFETY

Section 1

The Employer and the Union will cooperate in the continued objective of elimination of accidents and health hazards. The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Safety equipment now provided, (or similar equipment), will continue to be provided or replaced as necessary by the Employer. The Union will cooperate and encourage its members to work in a safe manner.

Section 2

There shall be a Safety Committee, consisting of members appointed by the Fire Chief or his/her designee and members appointed by the Union. The Fire Chief will actively promote a safe working environment through affirmative interaction with the Safety Committee. A list of the Safety Committee members shall be posted at each Fire Station.

Section 3

In recognition of the importance of physical fitness of the Firefighters, the Employer will provide the necessary equipment needed for physical training recommended by NFPA 1500. This Section will not be read to require the purchase of additional equipment beyond that which is currently on order or in the Stations. Furthermore, the Employer will allow time for any and all agility and physical examinations required by the Department or required physical training during normal working hours.

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ARTICLE 28

AGREEMENT BINDING ON SUCCESSORS

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexations, transfer or assignment of either party hereto, or by any geographically or otherwise in location or place of business of either party hereto.

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ARTICLE 29

SEVERABILITY AND WAIVER

Section 1

Each and every clause of this agreement shall be deemed separable from each and every other clause of this agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event, such clause or clauses only, to the extent only that any be so in violation, shall be deemed of no force and effect and enforceable, without impairing the validity and enforceability of the rest of this agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

Section 2

The exercise or non-exercise by the Employer or the Union of the rights covered by this agreement shall not be deemed to waive any such right or the right to exercise them in some other way in the future.

Section 3

In the event of invalidation of any Article or Section of this agreement, both the Employer and the Union agree to meet within Thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Articles and, or Sections.

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ARTICLE 30

MANAGEMENT RIGHTS

Section 1

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers or authority which the Employer has not officially abridged, delegated, or modified by this agreement are retained by the Employer. Management officials of the Employer retain the rights, in accordance with applicable laws, regulations, and provisions of the Personnel Management System, but are not limited to the following:

- A. To determine the organization of the Department
- B. To determine the purpose of each of its constituent agencies.

- C. To exercise control and discretion over the organization and efficiency of operations of the Department.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the employees of the Department.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule, and retain employees in positions with the Department.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- H. To increase, reduce, change, modify, or alter 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.

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- I. To determine the location, methods, means, and personnel, by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. If in the sole discretion of the Employer it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this agreement may be suspended by the Fire Chief during the time of the declared emergency provided that wage rates and other direct monetary payments shall not be suspended. Discipline shall be for just cause during declared emergencies.
- K. The above rights by the Employer are not all-inclusive but indicate the type of matters or rights, which belong to or are inherent to the Employer.

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ARTICLE 31

PROHIBITION AGAINST STRIKES

Section 1

For the purpose of this Article, a strike shall be defined as: the concerted failure to report for duty, the concerted stoppage or slowdown of work, the concerted submissions of resignations, the concerted abstinence in whole or in part by any of the Employees from the full and faithful performance of the duties of their employment with Lealman Fire District, or participation in a deliberate and concerted course of conduct which adversely affects the service of Lealman Fire District.

Section 2

Neither the Union, nor any of it's officers or agents, or members covered by this agreement, nor any other agents, or members covered by this agreement, nor any other employees covered by this agreement, will instigate, promote, sponsor or engage in any strike, sympathy strike,

slowdown, concerted stoppage of work or any other activity which prohibits an employee from reporting for duty.

Section 3

Should the Union or a majority of the Union employees covered hereunder with Lealman Fire District breach this Article, the Employer may then proceed against the Union as covered in F.S.C. 74-100, Section 447.019 and such Sections of State and Federal law that may apply.

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ARTICLE 32

PROMOTIONAL PROCESS

Section 1

There shall be an examination process for the position of Fire Lieutenant. All examinations shall be impartial and shall relate to those materials which will evaluate the candidate's ability and knowledge to discharge the duties of a Fire Lieutenant.

Section 2

Eligibility requirements for the position of Fire Lieutenant shall be as follows:

- A) State of Florida certification as a Firefighter
- B) State of Florida certification as an EMT or Paramedic
- C) Must have been a Firefighter with Lealman Fire District for a minimum of three (3) years immediately prior to the exam date.

Section 3

To be eligible to take the Lieutenants examination, Applicants must possess a Florida State Officer Certification.

Section 4

The examination process will be as follows:

- 1) Written examination: A score of 70% on the written test will determine continuation into the assessment process.
- 2) Assessment process: (may include, but not limited to)
 - A) Tactical exercise
 - B) Conflict resolution
 - C) In-basket exercise
 - D) Teaching exercise
 - E) Oral interview

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- 3) Seniority credit will be given for years of service with Lealman Fire District, in the following manner.
 - A) One (1) point for each year of the first five years of service.
 - B) One-half (1/2) point for each year over five (5) years, not to exceed fifteen (15) years of service or ten (10) points total.
 - C) These points will be added to the final grade.

Section 5

Selection Process:

- A) The candidate's list will be submitted to the Fire Chief in order of the highest to lowest scores.
- B) The promotional process will follow the rule of five (5), with the Fire Chief selecting each promotional position from the top five (5) candidates eligible on the current list (example - one (1) position from candidates #1 through #5, two (2) positions from candidates #1 through #10, etc....).
- C) If the number of eligible candidates falls below five (5) individuals, the Fire Chief will retain the right to promote from the existing list or test for the establishment of a new list.
- D) A numerical list of passing candidates will be posted at all Fire Stations as soon as possible after the examination process has been completed.

Section 6

Announcement process:

- A) Written examinations for Fire Lieutenants will be given when necessary to establish an eligibility list.
- B) Examinations will be announced forty-five (45) days prior to the examination date. A reference material list will also be announced at this time.

C) Duration of the list will be for a two- (2) year period unless otherwise extended by the Fire Chief, or as stated in Section 5.C.

Section 7

When a Lieutenants vacancy exists, the promotional process will be made in a timely manner.

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Labor Agreement between:

Lealman Special Fire Control District
And
The St. Petersburg Association of Firefighters Local 747
International Association of Firefighters

ARTICLE 33

MILITARY LEAVE

Section 1

Employees covered by this agreement who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of Florida State National Guard, shall be entitled to leave of absence without loss of pay from their respective duties for such time as they shall be ordered to military service or field training in an active or inactive duty training status, for a period not to exceed Seventeen (17) work days in any one fiscal year. All other provisions of Florida Statutes 115.07 and 250.48 shall apply.

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.

Labor Agreement between:

Lealman Special Fire Control District
And
The St. Petersburg Association of Firefighters Local 747
International Association of Firefighters

ARTICLE 34

DURATION, MODIFICATION, AND TERMINATION

Section 1

This Agreement shall be effective October 1, 2005 and shall continue in full force and effect until September 30th, 2008 or until Agreement is signed. If either of the parties involved in this agreement desires to terminate, modify or amend this Agreement following its expiration, such party shall provide written notice of such desire no later than March 30th, 2008.

Section 2

Following the sending and receipt of the notice described above, the parties shall follow the procedures contained in the Public Employees Relations Act toward consummation of a new Agreement.

Section 3

This agreement shall remain in full force and effect during the period of negotiations for a successful agreement.

Labor Agreement between:

Lealman Special Fire Control District
And
The St. Petersburg Association of Firefighters - Local 747
International Association of Firefighters

In witness whereof the parties have caused this agreement to be signed by their duly authorized Representatives on this _____ day of _____ 2005.

For Lealman Fire District:

For the St. Petersburg Association of
Firefighters - Local 747:

Rebecca Harriman - Chairperson
Board of Commissioners

Winthrop Newton - President

Richard E. Graham - Fire Chief

Jeffery Satmary -
Executive Vice-President

David Brown – Deputy Chief

William G. Mott -- Secretary/Treasurer

Attest:

Notary

My commission expires:

Steve Wunderle – Employee Rep.