

AGREEMENT
BETWEEN

THE
CITY OF OLDSMAR

And

PALM HARBOR/OLDSMAR
PROFESSIONAL FIREFIGHTERS,
LOCAL 2980
of the
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

AGREEMENT BETWEEN THE CITY OF OLDSMAR
AND
THE PALM HARBOR/OLDSMAR PROFESSIONAL FIREFIGHTERS LOCAL 2980 OF THE IAFF
1 OCTOBER 20004-30 SEPTEMBER 2007

October 1, 2004
Thru
September 30, 2007
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AGREEMENT BETWEEN THE CITY OF OLDSMAR

AND

THE PALM HARBOR/OLDSMAR PROFESSIONAL FIREFIGHTERS LOCAL 2980 OF THE IAFF

1 OCTOBER 20004-30 SEPTEMBER 2007

PREAMBLE

This Agreement is entered into by the City Council, City of Oldsmar, Oldsmar, Florida, herein referred to as the city and the Palm Harbor/Oldsmar Professional Firefighters, Local 2980, of the International Association Of Firefighters, AFL-CIO, herein referred to as the union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union: to provide for equitable and peaceful adjustments of differences, which may arise; and to establish proper standards of wages, hours of work, and conditions of employment.

ARTICLE 1

UNION RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for all the employees of the Fire Department as determined by the Public Employees Relations Commission and any mutually agreed amendment. The current bargaining units are described as follows:

Unit 1: Included: All full-time Firefighters; *Fire Inspector_

Excluded: All other employees

Unit 2: Included: All Captains and Lieutenants; *EMS Coordinator; *Fire Code Administrator

Excluded: All other employees

* Pending petition to PERC

ARTICLE 2

MANAGEMENT RIGHTS

Section 1

Except as expressly limited by any specific provision of this Agreement, the employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to its rights: to determine, and from time to time re-determine, the number, location and types of its various operations, functions and services; to discontinue the conduct of operations, functions or service, in whole or in part; to transfer its operations, functions or services, from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the employer; to create, modify or discontinue jobs; to establish and change working rules and regulations; to alter, vary or discontinue past practices; to create new job classifications; to establish and change work schedules and assignments; to transfer and/or promote employees; to layoff, furlough, demote, otherwise discipline employees for just cause; to subcontract; and otherwise to take any and all such measures as the employer may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 2

If in the sole discretion of the employer it is determined that civil emergency conditions exist, including but not limited to riots, civil disorder, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this agreement may be suspended by the employee during the time of the declared emergency, provided that wage rates, overtime, and other monetary benefits shall not be suspended.

Section 3

It is understood by the parties that every incidental duty with respect to the operations enumerated in position descriptions are not always specifically described and employees, at the discretion of the employer, may be required to perform duties not within their position description.

Section 4

The above rights of the employer are not all inclusive but indicate the type of matter or rights which belong to or are inherent to the employer.

ARTICLE 3

WORK RULES AND PREVAILING RIGHTS

Section 1

It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by the job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within the current job descriptions which are in the judgment of the employer, related to the purpose of the Fire Department, which judgment shall not be arbitrary, capricious or unreasonable. Those duties performed by members of the bargaining unit in the past and at the present time are presumed to be reasonable and proper.

Section 2

All rules and regulations of the City of Oldsmar Fire Rescue currently in effect shall be deemed reasonable and binding upon all parties. Any Fire Department rule or regulation which is in conflict with this agreement shall be of no force or effect. The City may from time to time, promulgate, delete, change or amend the rules contained in the SOP manual, and/or rules and regulations, so long as such action is not taken arbitrarily or capriciously. Any changes will be reviewed by the Labor/Management committee within 30 days prior to implementation.

Section 3

The City recognizes that certain conditions of general application to all City employees exist which are not covered by this Agreement. Consequently, the City agrees that it will maintain those conditions for the employees in the bargaining unit to the extent it maintains them for all other City employees; provided, however, nothing here shall in anyway inhibit the City right to change, modify, or eliminate said conditions, where said action is deemed appropriate for efficient operation of the City government.

Section 4

A Labor/Management Committee of one (1) member of each of the bargaining units and the Fire Chief, or his designee, is hereby created to ensure the lines of communication between labor and

management remain open. The committee may not set policy, but is created to bring areas of concern to the attention of both groups.

ARTICLE 4

NON-DISCRIMINATION

Neither the City or the Union will discriminate against any employee covered by this agreement because of membership or non-membership in the Union or on the basis of race, creed, color, national origin, religion, sex, political belief, or age.

ARTICLE 5

PAYROLL DEDUCTION OF UNION DUES

Section 1

The City agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted, by the 15th of the following month, by the City to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this agreement.

Section 2

Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City and the Union.

Section 3

Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of Union fines, penalties or special assessments.

Section 4

Dues shall be deducted each pay period and the funds deducted, less a twenty-five (25) cent service charge per individual, shall be remitted to the Treasurer of the Union. The Union will indemnify, defend and hold 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 City on account of payroll deductions of union dues.

Section 5

For the purpose of putting this article in effect, the Union will furnish forms for such individual authorization.

ARTICLE 6

UNION REPRESENTATION

Section 1

There shall be 1 (one) union steward for each shift and 1 (one) union steward for 40 (forty) hour employees. The names of the shift steward shall be given, in writing, to the Fire Chief or his designee, by an officer of the union. Notice of any change in steward assignments shall be given to the Fire Chief or his designee, in writing, within six (6) calendar days.

Section 2

An employee having a grievance shall have the right to take the matter up with their shift steward or other Union officer during working time, provided that the employee shall schedule all meetings with the steward to occur after 1600 hours, provided further, that at no time shall any meeting between the steward and the employee interfere with the operations of the department.

Section 3

Meetings between the steward and the employee shall not occur at any time during the workday, other than what is specified in Section 2, unless approved in advance by the Fire Chief or his designee.

Section 4

When an employee is required to attend a disciplinary meeting and such employee reasonably feels he/she is being considered or may be considered by any supervisor to receive disciplinary action, such employee shall be permitted to have a Union representative present during said meeting. A Union steward or officer of the Union may be requested by either the employee or the person conducting such disciplinary meeting.

ARTICLE 7

TIME OFF FOR UNION BUSINESS

Section 1

Employees elected or appointed to represent the Union shall be granted time to perform their Union function with the approval of the Fire Chief, including attendance at conventions, conferences, seminars, and meetings, without loss of pay. Campaigning for any public office is not allowable use of this time. However, such time shall be paid not by the City but from a Union time pool which shall be established by the Union membership through donations of their holiday time.

Section 2

Each bargaining unit employee that works a fifty-six (56) hour week, shall contribute six (6) hours per year of holiday time to the Union time pool. Bargaining unit members who work a forty (40) hour week shall contribute six (6) hours of vacation time to the Union time pool. Donations to the pool shall be made once each year at the beginning of the fiscal year.

Section 3

Unused pool time shall be allowed to accumulate and be accrued over from year to year. The maximum accrual of pool time will be limited to 212 hours. Should the Union find that its accumulated pool time exceeds what it may require, with thirty (30) days written notice to the City prior to the end of the fiscal year, the Union may have the City decrease or omit the employees contribution for the coming fiscal year, or until necessary.

ARTICLE 8

CONTRACT DISTRIBUTION

Section 1

The Union agrees, within thirty (30) days after the execution of this agreement, to supply individual copies of this agreement to each member of the bargaining units.

ARTICLE 9

BULLETIN BOARDS

Section 1

The City will furnish space so that the Union may provide a bulletin board for its use of a type and in an area approved by the Fire Chief.

Section 2

The bulletin board shall be used for posting Union notices but restricted to:

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

Section 3

All such notices shall be signed by a duly recognized representative of the Union.

Section 4

All costs incidental to preparing and posting of the Union materials will be borne by the Union. The Union is responsible for posting and removing approved materials on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

ARTICLE 10

PERSONNEL FILES

Each employee of Bargaining Units I and II shall be given a copy of each entry proposed for inclusion in his/her official personnel file. An employee shall be given the opportunity, if he/she wishes, to respond in writing to the entry and request that the response be made part of the file. At the time the employee is given their copy the employee shall sign a receipt for such copy.

ARTICLE 11

NO STRIKE

Section 1

The City and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. The Union agrees that during the terms of this agreement it shall not authorize, instigate, condone, excuse, ratify, or support any strike, slowdown, picket, sit-down, work stoppage or any other act of similar nature likely to interfere with efficient operation of the City 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. The parties specifically incorporate herein the provision of Florida Statute 447.507 and 447.509.

Section 2

Any employee who participates in or promotes any of the above mentioned, (ref. Section 1) or similar for of interference with the operation of the City, will be subject to immediate discharge.

Section 3

Should the Union or the majority of the Union employees covered by this agreement breach this article, the City may then proceed against the Union as covered in Florida Statute 447 and such sections of the state and federal law that may apply.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

Grievance is defined as a complaint by an employee or a group of employees based on an alleged violation, misinterpretation, or unequal application of the provisions of this agreement. It is specifically understood that grievances are limited to the interpretation or application of the provisions of this agreement.

a. No employee or group of employees may refuse to follow directions pending the outcome of a grievance. Employees in the unit will follow all directives, even if such directives are allegedly in conflict with the provisions of this contract. Compliance with such directives will not, in any way, prejudice the employee right to file a grievance within the time limits contained herein, nor shall compliance effect the ultimate resolution of the grievance.

b. Nothing in this article or elsewhere in this agreement shall be construed to permit the Union to process a grievance on behalf of any employee without his consent.

c. 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. If an employee desires Union representation in presenting a written grievance, he shall not be required to discuss the written grievance, if a Union representative is not present. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his own grievances, and having such grievances adjusted without the intervention of a Union representative.

d. One steward or one Union officer shall be allowed reasonable time without loss of pay during his regular shift hours for presenting and appealing grievances up to and including Step 3 of this procedure. The performance of this function by the Union representative shall not interrupt the normal functioning of the department. The Union agrees to guard against the use of excessive time for such activities which are authorized by this agreement. The City and Union agree that the maintenance of superior service and adherence to

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schedules are compelling commitments which may at times create delays and necessitate postponements which will automatically extend the time limits for the duration of the postponement. At all times, every attempt will be made to meet the time limits as outlined in this article.

The steward will provide advanced notice to supervision to allow planning arrangements to enable the representative time for investigative activity. When desired to contact an employee who has a complaint, he shall first obtain oral permission from his supervisor and the aggrieved employee supervision. If permission must be denied at that particular time, the steward will be informed of the reason for the denial and when he can reasonably expect to contact the employee concerned. The steward will notify his supervisor upon his return to work.

e. It is the intent of this article to provide the means for a reasonable settlement of the disputes that arise under this agreement between an employee and the City. All employees and supervisory personnel should, however, make every possible effort to settle differences at the lowest possible step outlined in this article.

f. All employees covered by this agreement shall have the right to a fair and equitable grievance procedure. An employee must use either the grievance procedure outlined in the City of Oldsmar Rules and Regulations or the grievance procedure in this agreement, but not both procedures. A separate and distinct grievance form shall be provided for each procedure.

g. A grievance may be submitted under this procedure as a general or class grievance when the grievance is general in nature in that it applies to a number of employees having the same issue to be decided. A Union class grievance shall be presented directly at Step 2 to the Fire Chief within the time limits provided for the submission of a grievance at Step 1. A decision on such grievances applies to all employees in the groups, and no individual employee may then initiate the same grievance.

h. Any employer grievance will be filed with the local Union president at Step 3. If the disposition of the grievance is not satisfactory to the City, the City may, at its option, bring the matter to arbitration.

i. Grievances arising at a level other than the employee immediate supervisor shall be filed at the lowest appropriate step of the grievance procedure and shall be processed as provided for in this article.

j. A grievance not submitted or appealed within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not answered within the time limits prescribed for by the appropriate management representative at each step, shall entitle the employee or the Union to advance the grievance to the next step. Time limits at any steps of the procedure may be extended by written mutual consent of the parties.

k. The parties will cooperate in the investigation of any grievance, providing any pertinent information necessary for the processing of a grievance.

Section 2

Any employee selecting the grievance procedure as outlined in this article shall discuss the grievance with his Union representative to determine the proper procedures, completing the necessary forms and determining the merits of the grievance.

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

- a. A brief statement of the grievance, including date of the occurrence, and details and facts on which the grievance was 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. Signature of aggrieved employee and Union representative, if applicable.
- e. Date submitted.

Grievances submitted which do not contain the above information shall not be processed.

Step 1: Immediate Supervisor

A grievance must be brought forward within six (6) calendar days after the incident occurred. The Union or grievant may present the grievance in writing to the employee immediate supervisor and a copy to the Human Resources Administrator. The supervisor will arrange for a meeting within six (6) calendar days after the receipt of the grievance. The grievance may have a Union representative accompany him/her to the meeting with their supervisor. The supervisor will provide the grievant and the Union with a written answer on the grievance within six (6)

calendar days from the date of said meeting. If the grievance is not resolved at Step 1, the Union or employee, within six (6) calendar days from the receipt of the Step 1 answer, may appeal the grievance to Step 2.

Step 2: Fire Chief

If the grievance is appealed to the Fire Chief, the Fire Chief will arrange for a meeting within six (6) calendar days after receipt of the grievance. The grievance may have a Union representative accompany him to the meeting with the Fire Chief. The Fire Chief will provide the grievant and the Union a written answer on the grievance.

Step 3: City Manager

If the grievance is appealed to the City Manager, the City Manager will arrange for a meeting with the Union representative who may be accompanied by the grievant, within ten (10) calendar days of the receipt of the grievance. Both parties have the right to include in its representation such individuals as they deem necessary to develop pertinent facts. The City Manager or his designee shall, within six (6) calendar days after the hearing has been held, provide a written decision to the grievant and the Union. If the disposition of the grievance at Step 3 is not satisfactory, the grievance may be submitted to arbitration. If an appeal for arbitration is not filed within seven (7) calendar days from the date of the Step 3 answer, the grievance shall be considered settled on the basis of the Step 3 answer by the City Manager.

Section 3

Arbitration Referral: After receipt of the appeal to arbitration, the parties shall meet to select an arbitrator. If no agreement can be reached, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators. Both the City and the Union will have the right to strike two (2) names from the panel. The parties shall meet and alternately cross out names on the list. The party striking first will be determined by the flip of a coin. The remaining person shall be the arbitrator.

a. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of the collective bargaining agreement in arriving at a decision on the issue or the issues presented, and shall confine his decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any other issues not submitted to him/her.

b. The arbitrator shall be requested to render his decision as quickly as possible.

c. The arbitrator decision shall be binding. Neither the City nor the Union will be permitted to introduce any grounds or evidence to the arbitrator which was not previously disclosed to the other party.

d. Should either party request a transcript of the arbitration proceedings, that party shall bear the full cost of the transcripts. If the arbitrator requests a copy, the costs shall be shared equally.

e. The arbitrator fees and expenses shall be shared equally by the parties.

f. Each party shall bear the full cost of its legal representation at all levels of the grievance procedure. The City shall not pay any City employee covered by this agreement for time spent in attendance of the arbitration hearing.

g. In case of a grievance involving any continuing or other money claim against the employer, no award shall allow any alleged accruals for more than one (1) pay period prior to the date when such grievance shall be submitted in writing.

h. In the event of the arbitration of a grievance arising out of the discharge of any employee, the arbitrator is empowered to either sustain or discharge, or if he does not, he is empowered to reinstate the employee with or without back pay in whole or in part as the circumstances warrant. Any award or back pay shall be reduced by any unemployment compensation he may have received and any other moneys received.

ARTICLE 13

SENIORITY

Section 1-Definition

Seniority is hereby defined as the length of continuous service in employment.

Section 2

A. Seniority will be determined utilizing the following criteria in the order shown:

1. Rank
2. Date of rank
3. Date of hire
4. Last four (4) digits of employees social security number.

B. In the event that two or more employees have the same seniority date, the employee whose last four numbers of their social security number is the highest shall have more seniority.

C. Emergency, provisional, seasonal, and temporary employees shall not accumulate seniority during any period of such employment, unless the employee becomes a full-time regular employee.

Section 3

Continuous service shall mean employment in a position without interruption or break; except that the following shall not be considered breaks in employment:

A. Leaves of absences or time off with or without compensation granted pursuant of this agreement.

B. Lay-offs for lack of work, lack of funds, abolition of position or because of material changes in duties or organization, not exceeding one year in length, followed by reinstatement or by appointment from the reemployment list. The length of any such lay-off shall not be deducted from the length of continuous service in computing seniority.

C. Disability retirement if and when followed by reinstatement. The length of any such disability retirement shall not be deducted from the length of continuous service when computing seniority.

D. Suspensions in accordance with this agreement. The length of any such suspension shall be deducted from the length of continuous service in computing seniority, unless suspension is overturned.

E. Dismissals subsequently withdrawn or modified by the Fire Chief or by action of the City Manager in accordance with this agreement. The length of such separation shall not be deducted from the length of continuous service in computing seniority.

F. Resignations subsequently withdrawn with the approval of the Fire Chief, with concurrence of the City Manager, within eight (8) months after acceptance, followed by reinstatement or appointment from the reemployment list, provided that actual time of separation shall be deducted from the length of continuous service in computing seniority.

Section 4

Uses- in addition to the circumstances and conditions wherein, by the provisions of this agreement, seniority has been determined to be a controlling factor, it shall also be given reasonable consideration in determining the order of lay-off, the order of names on a reemployment list and in promotions in accordance with the rules governing those procedures.

ARTICLE 14

LAYOFFS

Section 1

In the events of layoffs, all probationary fire department employees shall be laid off before any regular status fire department employees. The order of layoff of probationary employees shall be determined by the management evaluations of the performance potential of the employee.

Section 2

In the event further layoffs are required, such layoffs shall be accomplished by class groups of Fire inspector/Fire Code Administrator, firefighters/EMT , firefighter/paramedics, and fire Officers/EMS Coordinator. Notwithstanding anything contrary contained in this agreement, management shall determine the number of employees to be laid off and the class or classes involved. Within the involved class, layoffs shall be accomplished in accordance with the aforementioned seniority procedure, with the least senior being laid off first.

Section 3

If reduction in force requires the layoff of a fire Officers/EMS Coordinator, the effected employee, may at their option, revert to the next lower rank. If this movement requires further

reduction in force, the same shall be accomplished in accordance with Section 1 above and the process be continued down through the ranks.

Section 4

No new employee shall be hired until the employees on layoff have been given the opportunity to return to work at their original seniority date and position; provided, that after thirteen (13) months and that such reemployment rights shall cease after thirteen (13) months from the date of the layoff, provided, however, that it shall at all times be the employee responsibility to provided the City with notice of the employee current address and any notices for recall shall be mailed only to the last current address provided by the employee to the City.

Section 5

The City Manager shall give written notice to the affected employees, including the President of the Union, on any proposed layoff. Such notice shall be submitted thirty (30) days before the effective date of the proposed layoff.

ARTICLE 15

HOURS OF WORK

Section 1

Duty hours for shift employees shall be twenty-four (24) hours on and forty-eight (48) hours off.

Section 2

The daily tour of duty will commence at 0700 hours and end at 0700 on the following day. Lunch will be from 11:30-13:00.

Section 3

Day employees shall work forty (40) hours a week consisting of Monday through Friday 0800 to 1700 or as assigned. A one (1) hour lunch period will be allowed all forty (40) hour employees._

ARTICLE 16

CALL IN

Section 1

The current practice of employees voluntarily returning to work for emergency calls and being paid a minimum of one-half hour for medical calls and one hour for fire calls will continue.

Section 2

Employees required to report to work, to fill a vacant line position, from an off duty status not continuous with their normal shift shall be guaranteed two (2) hours pay at the applicable rate.

ARTICLE 17

COURT COMPENSATION

Any employee whose appearance is required in any court of law as a result of a matter arising out of the course of his/her employment, shall receive a minimum of one (1) hour of pay if such attendance is during the employees off-duty hours. This same provision shall also apply when the employee is subpoenaed to appear at the State Attorney Office, Public Defender Office; or a private attorney office in a case arising from the employees course of employment. However, this provision shall not apply when an employee or the Union has brought an action against the City or any City official.

Any witness fee received by the employee while on duty will be remitted to the City.

ARTICLE 18

LEAVES OF ABSENCES

Section 1

The Fire Chief, with the approval of the City Manager, may grant an employee a leave of absence without pay up to one (1) year in length, under circumstances warranting such action. For the purpose of this article, a leave of absence will be for a minimum period of seven (7) consecutive calendar days.

Section 2

Approved leaves of absences shall not constitute a break in continuity of service.

Section 3

Employee shall maintain all rights, privileges, and benefits contained within this agreement.

Section 4

Seniority and benefits will be frozen at the level attained at the beginning of the employee leave of absence and the employee shall not accrue benefits or seniority during the leave.

ARTICLE 19

TIME OFF FROM DUTY

Section 1

An employee may be granted necessary time-off, with the approval of the Fire Chief from his/her duties with compensation for:

- A. Attendance at professional or other conventions, institutes, courses or meetings.
- B. Attendance at in-service training or other in-service meetings.
- C. Other department related functions as approved.

Section 2

Members of the bargaining unit may elect to have meals reasonably reimbursed at 1) a flat per diem amount or 2) with a receipt. If there is no receipt, the per diem rate will apply.

Per Diem meals are reimbursed as follows:

Breakfast	Travel begins before 7:00 a.m. and extends beyond 9:00 a.m.	\$5.00
Lunch	Travel begins before 12:00 noon and extends beyond 2:00 p.m.	\$10.00
Dinner	Travel begins before 5:00 p.m. and extends beyond 7:00 p.m.	\$20.00

No allowance for meals shall be authorized when traveling is confined to the City. Federal taxes shall be reimbursed to the traveler.

No reimbursement is allowed for meals included in conference registration or provided by airlines. The traveling member of the bargaining unit is responsible for noting such meals. Reasonable tips may be claimed as incidental expense.

Section 3

Transportation shall normally be by the means deemed most efficient, taking into account lost work time. Air travel should be booked as far in advance as practical to avail the City of the lowest rate available. Substantially lower airfares are frequently available if the traveler stays at the destination either the weekend before or after the scheduled meeting or conference. The City Manager may authorize reimbursement for the additional weekend expense when the savings in airfare more than offsets the additional lodging and meal expense. The traveling bargaining unit member should not book non-refundable reservations unless reasonably sure that changes will not be needed.

Travel by private vehicle will be reimbursed at the mileage rate allowed by the IRS as deductible for business expense in effect at the time of travel. Mileage paid on a normal workday will equal the mileage to the conference/seminar location less the normal mileage for commuting to work. Tolls and parking will also be reimbursed when properly documented. Mileage to and from the meeting site should be listed separately from vicinity mileage. If more than one private vehicle travels to the same site, the mileage (other than vicinity mileage) will be the same for all

traveling bargaining unit members. The Administrative Services Department will determine that amount.

Section 4

Lodging should be obtained in advance and the lowest rate available should be obtained. Tax exemption should be requested at the time the reservation is made. Tax-exempt certificates (2), will be provided by the Finance Division, in advance. At the time of check-in, one certificate should be presented and tax exemption status again requested, if necessary, and the rate confirmed. At checkout, these items need to be verified again, and the second tax-exempt certificate presented, if necessary. A City check, payable to the hotel for the full amount of the lodging should be requested from the Finance Division at least two weeks before departure. The check may be for a deposit or the full amount of the hotel bill, except for items charged to the room.

ARTICLE 20

ON-THE-JOB-INJURY

Section 1

Payment of Workers 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, will be governed by the Florida State Workers Compensation Law.

All cases of injury occurring on the job shall be filed for action under the provisions of Workers Compensation. Employees may use their sick and vacation leave to compensate for the difference between the Workers Compensation benefit and their regular pay.

Section 2

The City will continue to provide life and hospitalization coverage for an employee for a period up to 90 days if the employee is unable to work as a result of a compensable injury.

Group Life and hospitalization dependent coverage or any other payroll deduction authorized by the employee must be paid by the employee while out on Workers Compensation.

ARTICLE 21

HOLIDAYS

Section 1

The City shall recognize the following as official holidays:

New Years Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor day
Thanksgiving

AGREEMENT BETWEEN THE CITY OF OLDSMAR

AND

THE PALM HARBOR/OLDSMAR PROFESSIONAL FIREFIGHTERS LOCAL 2980 OF THE IAFF

1 OCTOBER 20004-30 SEPTEMBER 2007

Day after Thanksgiving
Christmas Eve
Christmas Day

Section 2

All shift employees shall be paid for holidays at the rate of 11.2 hours pay; all on duty shift employees, who work the actual holiday, will be paid for holidays at the rate of 16.0 hours pay. All 40 hour employees will be paid eight (8) hours for working on a holiday.

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ARTICLE 22

EMPLOYEE ASSISTANCE PROGRAM

Section 1

The City recognizes that the misuse of alcohol and other drugs, emotional or family problems, as well as a wide range of other personal and job related problems, can have an adverse effect on an employee job performance.

Section 2

The employees of the City are the City most important resource, and the City is concerned about the impact of personal problems on job performance, as well as the emotional, psychological and physical well-being of employees.

Section 3

The City recognizes most personal problems respond to counseling or treatment that enables the employee performance to return to a satisfactory level.

Section 4

It is the employee responsibility to demonstrate satisfactory job performance.

Section 5

Self-referral by employees to the EAP is encouraged.

Section 6

The unauthorized use, sale, or possession of alcohol or controlled substances at the work site is prohibited and shall be grounds for dismissal. Reporting for work under the influence of alcohol or drugs, or any substance which may impair the employee mental or physical capacity, will not be tolerated. Where there exist reasonable grounds to believe that the employee is under the influence of alcohol or drugs, the supervisor may direct the employee to submit drug screening and blood alcohol tests. Refusal to submit to such tests can subject the employee to disciplinary action up to and including dismissal. Under no circumstances will an employee be allowed to operate equipment or drive a motor vehicle when it reasonably appears that his/her ability to do so has been impaired. Any employee using medication or prescribed drugs which may impair performance shall report this fact to his/her supervisor.

Section 7

The supervisor key role is the monitoring of job performance. They are encouraged to refer employees to the EAP when job performance problems does not respond to regular supervisory actions.

Section 8

Supervisor should not diagnose employee problems. A referral to the EAP does not imply a diagnosis by the supervisor.

Section 9

Employee whose job performance is unsatisfactory and who utilize the EAP are not granted privileges or exceptions from the requirement to perform their assigned duties at a satisfactory level.

Section 10

CISD (Critical Incident Stress Debriefing)

A CISD team request will be made in accordance to the City Critical Incidence Procedures, as written in the current Standard Operating Procedures.

ARTICLE 23

AMENDMENTS

This agreement may be amended at any time by mutual written consent of the parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto.

ARTICLE 24

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 in such event, each clause or clauses only, to the extent only, that any may be so in violation shall be deemed of no force and effect and

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unenforceable, without impairing the validity and enforceability of the rest of the contract, 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 City 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 way in the future.

Section 3

In the event of any invalidation of any article or section, both the City 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 or sections.

ARTICLE 25

RETIREMENT BENEFITS

Section 1-Deferred Compensation

The City agrees to continue to provide access to deferred compensation as it currently does.

Section 2

All personnel hired prior to January 1, 1996 will remain in the Florida Retirement System. All eligible personnel hired on or after January 1, 1996 will be placed in the City of Oldsmar Firefighter Pension Plan, as provided under Chapter 175 of the Florida Statutes. These benefits will be described in a printed plan document. Any changes or benefits to plan specifications to be negotiated between the parties. Non-eligible employees will be placed in the City General Employees Retirement Plan.

Section 3-Plan Document

The plan shall be maintained for the duration of the agreement, with the exception of the following changes which will take place in the first quarter of FY 04-05:

Benefits	Change from % of average final compensation (AFC) times years of service to .25% of AFC times years of service
Death Benefits Eligibility	Service Incurred (Non-Vested): Change from 00% of employee contribution to same as vested Service Incurred (Vested): Change from joint annuitant receives (1) refund of contribution; (2) immediate or deferred monthly benefits as if the member retired on date of death and elected joint annuity to regardless of length of service, joint annuitant receives a minimum lifetime monthly benefit equal to one-half (1/2) the member last monthly salary or accrued benefit whichever is greater Non-service Incurred (Vested): Change from same as service incurred vested to (1) 100% of member contribution or (2) immediate or deferred monthly benefits as if the member retired on date of death and elected joint annuity
COLA	Change from percentage equal to CPI not to exceed three percent (3%) per year to % per year

Member Contribution	Change from 1% to 1.5%
Prior Professional Services	Employee must be from a qualified Fire Department. Employee can buy up to four (4) years and pay full actuarial value; employee must be vested.

Section 4

The City and the bargaining unit agree to provide information to an actuary to assess the cost of additional benefits. These benefit changes include, at a minimum, a change in the Average Final Compensation, a change in the multiplier, and a change in the Health Premium subsidy. The information will be assembled in March 2007. The cost will be shared equally between the City and the bargaining unit.

ARTICLE 26

REGULAR RATE OF PAY AND OVERTIME

Section 1

It is understood by both parties that the work period for 24 hour shift bargaining unit employees, with the exception of Captains, is twenty-one (21) consecutive days. Employees will be

compensated at the overtime rate of one and one-half (1-1/2) times their regular rate of pay for each hour of time worked in excess of 159 hours in the work period.

Section 2

It is understood by both parties that the work period for daytime employees covered by this agreement is seven (7) consecutive days. Employees will be compensated at the overtime rate of one and one -half (1-1/2) times their normal regular rate of pay for each hour of time worked in excess of 40 hours in the work period.

Section 3

A) General

On January 1st of each year, the overtime call list will begin at zero (0) hours for all non-salaried employees.

Overtime hours will only be added to an employee total when an employee is called in or scheduled in advance for coverage.

Hours not available to all employee , (meetings, training, etc..) will not be counted as overtime for the purpose of the overtime call list

The shift officer or acting shift officer will be responsible for contacting personnel for coverage.

B) Method

The first time coverage is needed after January 1st of each year, the most senior employee will be given the opportunity to accept or decline the coverage, unless there is a specific instance where skill requirements dictate that a paramedic is called. If the initial employee accepts, the total number of hours will be added to their total. If that employee declines, it will be offered to the next person in order of seniority. The process will be repeated each time there is a need for coverage, based upon the least amount of hours accrued. Seniority will only be used for the initial coverage beginning January 1st of each year.

In the event that no employee accepts the coverage, mandatory coverage will be given to the employee with the least number of accrued overtime hours.

An up to date list of the order for mandatory coverage will be posted on the Union bulletin board. The employee who is next in line for mandatory coverage will be notified of their position on the list so that they will be available in the event that coverage is needed.

If the person who is responsible to provide coverage is on approved leave at the time the coverage is needed, the next person on the list will be required to provide the coverage.

If there is more than one employee with the same number of accrued overtime hours, the more junior employee will be required to fill the mandatory overtime coverage.

In the event that there is a need for more than one employee to provide coverage on the same day, the person with the least amount of hours will be called first and offered whichever length of coverage is the greatest.

If there is more than one employee with the same number of accrued hours, the most senior of those employees will be called first and given the choice of the overtime with the greatest length.

Employees will be offered overtime opportunities from a position of their highest level of training, rank, and certification to that of any of equal or lesser certification. An employee shall not be made to fill any mandatory overtime coverage for a position of lesser rank or certification unless there is no other employee of equal rank or certification to the vacancy available, as otherwise specified in this article. In cases where there is no employee of equal rank or certification to fill a mandatory overtime void, the procedure for filling the vacancy with mandatory coverage will revert to the seniority and accrual hours otherwise specified in this article.

All employees are subject to mandatory holdover at the discretion of the Fire Chief or his designee.

ARTICLE 27

EXCHANGE OF DUTY

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Section 1

Employees may be allowed, with the approval of the Fire Chief or his designee, to exchange duty time under the following circumstances:

- A. Employees wishing to exchange duty must give 24 hours notice of the intended trade, unless a shorter notice is authorized by the Fire Chief or his designee.
- B. Employee exchanging duty must be acceptable to both shift Officers involved.
- C. Employees exchanging duty for more than 24 consecutive hours must have approval of the Fire Chief.

Section 2

In no circumstance shall the City be liable for any shift exchange in which an employee fails to pay back the exchange. Rather, all liability for time and/or any remedy shall be the responsibility of the trading employees and the City shall be in no way involved.

Section 3

The trade employee is responsible to report for duty for the shift or partial shift said employee agreed to work.

ARTICLE 28

UNIFORMS

AGREEMENT BETWEEN THE CITY OF OLDSMAR

AND

THE PALM HARBOR/OLDSMAR PROFESSIONAL FIREFIGHTERS LOCAL 2980 OF THE IAFF

1 OCTOBER 20004-30 SEPTEMBER 2007

Section 1

The current practice of the City furnishing uniform necessities (except socks, belts, and underwear) will be continued.

Section 2

The City shall provide each employee a \$200.00 bi-annual allowance for the purchases of approved footwear. The employee will be allowed to utilize this allowance up to its maximum amount for one or more approved footwear purchases over the period of said two years.

Section 3

All new employees shall receive the following uniform package:

- | | |
|-----------------------------|--|
| 3 Class A Shirts | 6 T-Shirts |
| 2 Shorts | 3 Trousers |
| 1 Jumpsuit | 1 Hat (Cap) with OFR Logo |
| 1 Sweat shirt | 1 Dress Uniform (Upon Completion of Probation) |
| 1 Winter Coat | |
| 2 Golf Shirts with OFR Logo | |

Each employee shall be issued their choice combination of the above not to exceed the amount of \$325.00 annually. The city shall provide a price list of the above items, from the vendor of their choice, by October 15 to be posted for employee review. Each employee shall provide their request to the city for order by November 1.

In addition to the selected uniforms, and not to be deducted from the employee annual uniform benefit, each employee shall be provided with 2 Golf Shirts with OFR Logo. The Golf Shirt design and color shall be provided at the direction of the Fire Chief or his designee. The winter coat and dress uniform will be replaced at the discretion of the Fire Chief.

The current practice of replacement of damaged or worn uniforms throughout the fiscal year at the Fire Chief discretion will continue.

Section 4

All employees who are current members of the Union shall be permitted to display their union pins on their uniforms, to be worn centered two inch above the employee name tag.

Section 5

All contaminated clothing and/or gear shall be cleaned in accordance with the current fire department exposure control plan.

ARTICLE 29

FAMILY AND MEDICAL LEAVE

Section 1-Purpose

The Family and Medical Leave policy is designed to allow employees to balance their work and family life by taking reasonable leave for medical reasons, for childbirth, adoption or foster care, or to take care for certain family members who have a serious health condition.

Section 2-Policy

Employees who have worked for the City for at least twelve (12) months and at least 1,250 hours during the twelve (12) months prior to the requested leave may take up to twelve (12) weeks of leave per calendar year for the following Reasons:

- (a) The birth of a child of an employee.
- (b) The placement of a child with the employee through adoption or foster care.
- (c) To care for an employee spouse, child or parent who has a serious health condition.
- (d) A serious health condition of an employee which renders him or her unable to perform the functions of his or her position.

Section 3-Implementation

(a) In the case of leave for an employee or family member serious health condition, leave may be taken on an intermittent or reduced hours basis or if such leave is medically necessary, the employee may be temporarily transferred to another position with equivalent pay and benefits which better accommodates that type of leave. Employee personal leave for his or her own serious health condition may be extended as provided in the City personnel policies and procedures. Employees are required to use accrued annual leave and sick leave prior to be placed in an unpaid leave status.

(b) If leave is requested for the birth, adoption or placement of a child through foster care, intermittent or reduced hours leave is not available. Employees are required to use accrued annual leave prior to being placed on unpaid status. Entitlement to leave for birth, adoption, or placement of a child in foster care expires twelve (12) months after the event.

(c) During a family leave of absence, the City will continue to pay its portion of the health insurance premiums up to a maximum of twelve work weeks, regardless of whether the leave is paid through the use of accrued leave or unpaid. The employee must continue to pay his or her portion of the premiums; the failure to do so may result in loss of coverage. Under certain circumstances, the City may recover from the employee insurance premiums paid on the employee behalf.

(d) During any portion of an unpaid family or medical leave, employees shall not accrue any employment benefits like annual leave or sick leave. Benefits accrued up to the day on which the family or medical leave of absence begins will not be lost except to the extent used by the employee to pay for such leave.

(e) An employee who returns to work from family or medical leave within or on the day following the expiration of the twelve (12) work weeks provided for in this policy will be reinstated to his or her job or an equivalent position without loss of pay or benefits. Every effort will be made to return employees who are granted leave in excess of twelve (12) work weeks to his or her job or an equivalent position without loss of pay or benefits.

(f) An employee who takes leave of one hundred- twenty (120) calendar days or more in succession shall have his or her anniversary date adjusted by a like amount.

(g) If both spouses are employees of the City, their combined leaves of absence will not exceed twelve (12) work weeks if the leave is for reasons other than their own serious health conditions, a serious health condition of their spouse or a serious health condition of their child.

Section 4-Procedure

(a) Application for family or medical leaves of absence must be submitted in writing. Applications should be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if a thirty (30) day notice cannot be given. Where an employee seeks to take leave for foreseeable medical treatment, the employee should make a reasonable effort to schedule the treatment so as not to unduly disrupt the city operation.

(b) Appropriate forms must be submitted to the Director of Administrative Services to initiate family or medical leave and to return the employee to active status.

(c) An employee requesting a family or medical leave of absence must furnish the appropriate medical certification.

(d) An employee unable to return from leave must furnish certification of that fact.

(e) For leave due to an employee serious health condition, a medical release from the employee health care provider verifying the employee fitness for duty must be presented to the department manager/supervisor prior to the date the employee is scheduled to return to work.

(f) On leaves granted for medical reasons, the City has the right to secure a second opinion at its own expense.

(g) For leaves extending beyond thirty (30) calendar days, the employee must notify the City every thirty (30) days as to the employee status and intent to return to work.

ARTICLE 30

SUBSTANCE ABUSE AND TESTING

Section 1

The parties acknowledge that the City has established a Drug Free Workplace pursuant to Florida Statutes 440. It is agreed that the members of the bargaining unit will be subject to the City Drug and Alcohol Policy as described in Section 24 of the Policies and Procedures, and included as Appendix A.

The Union will be given thirty (30) days advance notice of any proposed statutory changes to the City policy. Other non-statutory changes proposed by the City will be subject to negotiation.

Section 2

The parties acknowledge that Section 24.7 (d) of the Personnel Policies and Procedures which states the name and address of the MRO is as follows:

Dr. Richard F. Johnson
Lakeside Occupational Medical Centers
2323 Curlew Road
Palm Harbor, FL 34684
(727) 781-3480

ARTICLE 31

PROMOTIONS

Section 1-Promotion Policy

Vacancies in positions shall be filled as far as practical by promotion of employees in the service. The Human Resources Administrator shall, in each case, determine whether an examination will best serve the interest of the service in attracting well qualified candidates. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation. The promoted employees must serve a six (6) month probation period.

Section 2-Promotional Examinations

The term Promotional Examinations signifies a fitness test to determine the relative standing of applicants for positions in the specific class. Promotional examinations are open only to employees in the classified service who are serving in other specified classes for such a period as may be prescribed by the Human Resources Administrator. A promotional examination may include employees in a specific class in all departments or only in the department for which the eligible list is being established, as determined by the City Manager. No employee shall be deemed eligible for a promotional examination whose last evaluation was not satisfactory.

Section 3-Notification

Whenever a promotional examination is to be held, notice of such examination shall be posted in the department or departments in which eligible employees are employed.

Section 4-Application

The Human Resources Administrator may require that each eligible employee who cares to compete for promotion must fill out an application as prescribed and present this application to the Human Resources Administrator on or before a specified date.

Section 5-Types of Promotional Examinations

Promotional Examinations may consist of the same types of tests as are prescribed for entrance examinations.

Section 6-Promotions Without Examinations

In some cases, the City Manager may authorize the promotion without competition of an eligible employee upon presentation by the department head of a written statement showing that the duties performed by the employee nominated are natural preparation for the higher position, that such employee is entitled to promotion by reason of service and effective performance, and that no other employees of the department meets the foregoing conditions.

Section 7-Seniority and Educations Points

Points will be awarded for seniority and education to a written test in an assessment center process as follows:

Seniority

5-10 years completed service	1 point
10-15 years completed service	2 points
15+ years completed service	3 points
Maximum seniority points that can be awarded:	3 points

Education:

36-72 credit hours	1 point
Associates Degree	2 points
Bachelors Degree	3 points
Maximum education points that can be awarded:	3 points

Associate and Bachelors degree must meet the State of Florida Supplemental Compensation guidelines in Florida Statute 633.382.

Section 8-Promotional Requirements:

The education requirements for promotion to Lieutenant are:

State Fire Officer I, State Fire Safety Inspector, Basic Instructor

The education requirements for promotion to Captain are:

Associates Degree, meeting FS 633.382 guidelines, and all the requirements for Lieutenant

ARTICLE 32

SAFETY AND WELLNESS

Section 1

The City will make every reasonable effort to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage Fire Rescue employees to work in a safe manner. The Union may, at any time, request a consultation with the Fire Chief regarding safety of equipment or personnel.

Section 2

A position shall be reserved for a member of the bargaining unit on the Safety Committee.

Section 3

A committee is hereby established to recommend Standard Operating Procedures (SOP's) relating to equipment safety and personal safety to the Fire Chief. The Union appoints a total of three representatives to the committee. Every effort should be made to meet during regular hours. If employees report to the meetings who are off duty, he/she will receive up to two (2) hours pay. If meetings are held with off duty employees, they will be held no more frequently than monthly. Participation on the committee is voluntary.

Section 4

The goal of the physical fitness program is to improve the health and physical endurance of firefighters in all ranks. Reaching this goal will increase safety and reduce injury. All bargaining unit employees participation in physical fitness program, as outlined in SOP 1000.01 and 1000.02, is mandatory.

The employer and the union agree that an employee should not be required to operate any vehicle or equipment in an unsafe condition. Each employee shall immediately report any unsafe practice, of which they are aware, to the officer-in-charge (OIC). Any discrepancies in the normal operational condition of equipment that could be hazardous to safety will be immediately reported to the OIC. The OIC will refer the matter to the Operations Officer or Fire Chief. The Fire Chief, or his designee will make the final determination as to operational safety. In the event the Fire Chief, or his designee, are not available for contact, or if there is an immediate overriding situation, the OIC will determine operational safety.

Section 5

The City will provide bargaining unit employees with annual, two year , or three year physicals, depending on the employees age. The City will provide annual fitness assessments to bargaining unit employees.

Section 6

Hepatitis B vaccinations will be offered to all bargaining unit employees. Annual tuberculosis testing will be offered to all bargaining unit employees. The City will make available, at no charge, an annual flu immunization, providing the vaccine is readily available.

Section 7

As part of the physical fitness goal, the City will hire only non-smokers. Each new hire must sign an affidavit stating that he/she has not smoked at least one year prior to the hire date, and will remain a non-smoker throughout the length of his/her employment with the City. This will include all tobacco products.

ARTICLE 33

FUNERAL LEAVE

Section 1

Employees covered by this agreement shall be granted upon the approval of the Fire Chief or his designee, time off at straight time rate, not to exceed three (3) calendar days within Florida or five (5) calendar days out of state to attend the funeral in the event of death in the employee immediate family. Funeral Leave is separate from vacation, holiday, and sick leave. Time frames may be extended, utilizing vacation hours, with the approval of the Fire Chief or his designee.

Section 2

The employee immediate family shall be defined as the employee spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, spouses grandparents, grandchildren, brother-in-law, sister-in-law, step-children, step-father, step-mother, or any ward living in the employee household.

ARTICLE 34

EDUCATION TUITION REFUND

The City administration feels that those City employees who, through their individual ambitions and efforts, seek formal training in their chosen fields are not only improving their own personal worth but are increasing their value to the City. We have found that these are the valuable employees who can readily and effectively accept additional duties and adapt to technical innovations in the various fields involved.

The City may, within available funds, reimburse the approved tuition cost per course incurred by an employee taking a course(s) of instruction at an approved educational institution.

Requirements for an employee to become eligible to receive partial reimbursement for educational expenses as follows:

- (a) Full time employees
- (b) Educational training at the post high school and adult education level.
- (c) One course per quarter, semester, or course length, unless one additional course is found to comply with section (d) below.
- (d) Tuition assistance is restricted to or determined by relationship of the course to the employee job and/or its degree of value to the City as determined by the Fire Chief and the Human Resources Officer.
- (e) Application must be filed prior to enrollment in the course to ensure participation by the City.
- (f) Upon successful completion of the course with at least a grade of reimbursement of the tuition is made when a copy of the final grade or certification is presented to the Human Resources Officer, if still an active employee of the City.

The reimbursement schedule is dependant on the grade as follows:

A= 90%
B= 70%

~~C= 50%~~

- (g) There will be no duplication of payments for the same courses. If the course is reimbursable under L.E.E.P. veteran administration, grants etc., then the provisions of the City education tuition refund plan do not apply.
- (h) Tuition refunds shall not include costs of books or special training materials which may be retained by the employee.
- (i) Certificate courses that are approved by the Fire Chief and Human Resources Officer will be reimbursed at 50%.
- (j) Employees who receive tuition reimbursement will be required to remain employed with the City for two years from the date of course completion. If that requirement is not met, the cost of the classes paid in the final two years will be deducted from the employee final paycheck.
- (k) There is a maximum \$1,000.00 reimbursement per employee each fiscal year, excluding employees enrolled in an approved class by September 30, 2004.
- (l) For a Masters Degree program, the maximum will be \$1,500.00 per employee each fiscal year.

ARTICLE 35

PAY PLAN

Section 1

The minimum and maximum pay for each of the years 2004-2005 through 2006-2007 is shown in Exhibit I

Section 2

On October 1, 2004, each bargaining unit member will receive a percentage pay increase according to the employee classification, as shown below, or to the bottom of the pay grade, whichever is greater, as follows:

Firefighter/EMT	8.25%
Firefighter/Paramedic	10.20%
Lieutenant	8.16%
Captain	10.20%
Fire Inspector	7.00%
Fire Code Administrator	7.00%
FF/Paramedic/EMS Coordinator	7.00%

On October 1, 2005 and on October 1, 2006, each bargaining unit member shall receive a percentage increase equal to the percentage increase in the employee classification for that year as shown in Exhibit I. An employee pay cannot exceed the maximum pay rate for the employee classification.

Section 3

All bargaining unit employees will continue to receive merit increases effective on their individual anniversary dates. Merit increases will be based on performance evaluations. An employee's pay cannot exceed the maximum pay rate for the employee's classification. Following is the maximum percentage increases for each year:

2004-2005	3%
2005-2006	3%
2006-2007	3%

Section 4- Temporary (Acting) Assignment

In the event an officer position is open on a shift day, and another state certified officer is on that shift, that state certified officer would serve as the acting officer during that vacancy. An acting officer will receive \$1.00/hour above his/her current rate of pay providing the temporary assignment is for a minimum of two hours. In the event there is no state certified officer available on that shift and a firefighter or paramedic is assigned an acting capacity as a Lieutenant, he/she will receive 50 ¢/hour above his/her current rate of pay providing the temporary assignment is for a minimum of two hours.

EXHIBIT I

CITY OF OLDSMAR
FIREFIGHTER MINIMUM ANS MAXIMUM PAY PLAN
10/1/04-9/30/07

	Minimum		Maximum	
10/1/2004	Hourly	Annual	Hourly	Annual
FIREFIGHTER/EMT	10.96	32,770.40	15.46	46,225.40
FIREFIGHTER/PARAMEDIC	12.26	36,657.40	17.30	51,727.00
LIEUTENANT	14.58	43,594.20	19.68	58,843.20
CAPTAIN	16.50	49,335.00	22.28	66,617.20
FIRE INSPECTOR	17.63	36,670.40	24.87	51,729.60
FIRE CODE ADMINISTRATOR	20.45	42,536.00	27.61	57,428.80
FF/PAR/EMS COORDINATOR	20.18	41,974.40	27.24	56,659.20

	Minimum		Maximum	
10/1/2005	Hourly	Annual	Hourly	Annual
FIREFIGHTER/EMT	11.29	33,757.10	15.92	47,600.80
FIREFIGHTER/PARAMEDIC	12.63	37,763.70	17.82	53,281.80
LIEUTENANT	15.02	44,909.80	20.27	60,607.30
CAPTAIN	17.00	50,830.00	22.95	68,620.50
FIRE INSPECTOR	18.16	37,772.80	25.62	53,289.60
FIRE CODE ADMINISTRATOR	21.06	43,804.80	28.44	59,155.20

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	20.79	43,243.20	28.06	58,364.80
	Minimum		Maximum	
10/1/2006	Hourly	Annual	Hourly	Annual
FIREFIGHTER/EMT	11.63	34,773.70	16.40	49,036.00
FIREFIGHTER/PARAMEDIC	13.01	38,899.90	18.35	54,866.50
LIEUTENANT	15.47	46,255.30	20.88	62,431.20
CAPTAIN	17.51	52,354.90	23.64	70,683.60
FIRE INSPECTOR	18.70	38,896.00	26.39	54,891.20
FIRE CODE ADMINISTRATOR	21.69	45,115.20	29.29	60,923.20
FF/PAR/EMS COORDINATOR	21.41	44,532.80	28.90	60,112.00

ARTICLE 36

SICK LEAVE

Section 1

Shift employees in the bargaining unit shall accrue sick leave at the rate of 11.2 hours for each month of employment with the City of Oldsmar Fire Rescue. Non-shift regular full time employees working a minimum of forty (40) hours per week shall accrue sick leave at a rate of eight (8) hours per month.

Section 2

A doctor slip, justifying illness or injury, may be requested by the Fire Chief, or his designee, at any time that abuse is reasonably suspected.

Section 3

Sick leave may be accumulated and carried forward from year to year to a maximum of 772 hours for shift employees and 552 hours for non-shift regular full-time employees. For shift employees, the maximum of 772 hours may be exceeded for a period of one year up to 906 hours. For non-shift regular full time employees, the maximum of 552 hours may be exceeded for a period of one year up to 648 hours. By November 30 of each year, the City will pay the employee a percentage of the sick time accumulated over 772 hours for shift employees and 552 hours for regular full time employees, as of October 1st using the following schedule:

5-9 years of service	50%
10-19 years of service	75%

20 years of service and above

100%

This payback will bring the balance to 772 hours for shift employees and 552 hours for regular full time employees.

ARTICLE 37

VACATION LEAVE

Section 1

All full-time regular and probationary employees shall be entitled to earn and accrue annual leave with pay and will be computed from the starting date of employment.

Temporary and part-time employees shall not be eligible for annual leave.

Section 2

The accrual rate is as follows:

- A. Shift employees with 0-4 years of service shall earn annual leave at the rate of 11.33 hours per month. Non-shift employees shall earn 8 hours per month.
- B. Shift employees with 5-9 years of service shall earn annual leave at the rate of 16 hours per month. Non-shift employees shall earn 11.33 hours per month.
- C. Shift employees with 10-14 years of service shall earn annual leave at the rate of 20.67 hours per month. Non-shift employees shall earn 14.67 hours per month.
- D. Shift employees with 15 years or more of continuous service shall earn annual leave at the rate of 25.33 hours per month. Non-shift employees shall earn 18.0 hours per month.

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- E. Employees holding the rank of Captain will be given an additional two (2) hours of annual leave each month.

Section 3-Requests for Annual Leave

The request for annual leave shall be submitted at least two weeks in advance to the Fire Chief.

Section 4

It is the intent of this agreement to have employees take their annual leave yearly for the period in which it is earned.

Twice the annual rate is the maximum hours that may be accrued for each individual employee.

Employees with unused vacation hours, totaling one year accrual may request payment of up to two weeks annually. Payment is made in one or two week increments. One week is 72 hours for shift employees and 40 hours for non-shift employees. Two weeks is 144 hours for shift employees and 80 hours for non-shift employees. The vacation balance accumulated must be as follows.

		<u>Shift Employees</u>	<u>Non-Shift Employees</u>
5-9	Years of Service	192 hours	136 hours
10-14	Years of Service	248 hours	176 hours
Over 15	Years of Service	304 hours	216 hours

The criteria for qualifying are as follows:

- (1) five years of service

- (2) one years vacation accrual
- (3) shift employees must have used seventy-two (72) consecutive hours of vacation leave in the prior 12-month period; non-shift employees must have used forty (40) consecutive hours of vacation leave in the prior 12-month period

ARTICLE 38

Benefits Supplement

Section 1

The City will *contribute \$70.00* per month for each bargaining unit member to utilize towards the payment of one of the following: health, dental, disability insurance, retirement contributions, or insurance provided by a third party via payroll deduction, or the City deferred compensation plan. The City reserves the right to provide this in a bi-weekly amount of \$32.31. The bargaining unit members will receive the same amount as the non-bargaining unit employees in fiscal years 2005-2006 and 2006-2007, if the City contribution exceeds \$70.00.

ARTICLE 39

DURATION AND TERMINATION

This agreement shall be effective upon ratification by both City and Union, and shall continue in full force and effect until September 30, 2007.

At least four (4) months 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.

Appendix A

24.1 Purpose

The City of Oldsmar acknowledges the problem of substance abuse, including alcohol, in our society. We see it as a serious threat. National studies indicate that individuals using and abusing alcohol and drugs have a significant drop in productivity, an increase in absenteeism, and are responsible for 44-47% of all industrial accidents. Drug and alcohol abuse creates unnecessary costs, imposes an unfair burden upon employees who do not use or abuse drugs or alcohol, and can create an unsafe work environment. Problems of this sort can be eliminated by maintaining a workforce that does not use illegal drugs or abuse prescription drugs, over-the-counter drugs, or alcohol.

It is the goal of the City to have a workforce free of those who choose to use illegal drugs, misuse prescription drugs, and abuse alcohol. To promote this goal, the City has established a policy prohibiting the unlawful manufacture, distribution, dispensing, use, possession, or sale of alcohol, controlled and other mind-altering substances in the workplace or during work hours. This restricts certain items and substances from being brought onto or being present on City premises. The policy also prohibits City employees and others from reporting to work or being present on City property with detectable levels of certain controlled drugs and other substances, except when these drugs are used as prescribed by a licensed health-care provider. All employees must abide by the terms of this policy as a condition of employment. The policy became effective on the 15th day of May, 1993. All employees who remain in the City's employ after that date shall, by remaining

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employed, demonstrate that they agree to abide by the terms and conditions of this policy as it now exists and as it may, from time to time, be amended.

This policy is implemented pursuant to the Drug-Free Workplace Program under the Florida Worker's Compensation Act. Fla. Stat. S.S. 440.102 and attendant Rules S.S. 59A - 24.001, et seq., F.A.C. This act provides that an employee who is injured in the course and scope of his/her employment and tests verified positive on a drug or alcohol test, forfeits his/her eligibility for medical and indemnity benefits under the Florida's Worker's Compensation Act and may be terminated and denied unemployment benefits. Further, refusal to take a drug or alcohol test will also result in the employee forfeiting his/her eligibility for medical and indemnity benefits under the Florida's Worker's Compensation Act, as well as automatic termination of the employee and denial of unemployment benefits.

24.2 Scope

This policy shall apply to all employees of the City of Oldsmar, from the City Manager on down. Anyone applying for employment with the City after the effective date of this policy shall be required to take and pass a drug screen as a condition of employment.

Prior to testing, all employees or applicants for employment will be given: a copy of the Drug-Free Workplace Policy; a list of drugs which may alter or affect a drug test; a list of the local employee assistance programs, and a list of local alcohol and drug rehabilitation programs. A notice of drug testing will be included with all vacancy announcements. A notice of our drug testing policy will also be posted in an appropriate and conspicuous location on the premises, and copies of the policy will be made available, during the regular business hours of the City of Oldsmar administration office, for inspection by the general public.

24.3 Definitions

Common sense should be used when interpreting and applying this policy. The definitions set forth in this part are not to be construed in a manner that would limit the otherwise normal application of this policy.

- a. Drugs** - This refers to illegal drugs, prescription drugs, and legal non-prescription or over-the-counter drugs that alter mood, consciousness or coordination.
- b. Alcohol** - This refers to alcohol for human consumption in all its forms.
- c. City Premises** - This refers to all areas in which the City operates. It includes, but is not limited to, its parking lots, leased and owned vehicles, personal vehicles when used for business purposes, storage facilities, work areas, etc.

- d. **The Drug-Free Workplace Program Requirements** - This phrase refers to the drug-free workplace program requirements contained in the Florida Workers' Compensation Statute, Section 440.102, et seq., as it may, from time to time, be amended and any related laws or rules.
- e. **Division Drug Testing Rules** - This phrase refers to the Department of Labor and Employment Security, Division of Workers' Compensation, drug testing rules which implement the drug-free workplace program. These rules appear in the Florida Administrative Code, Rule 59A - 24.001, et seq. and any related laws or rules.
- f. **Accident** - The term accident means any accident or incident in which an employee's injury cannot be classified as first aid under the Florida Workers' Compensation Statute or an accident in which property damage is estimated to be \$500 more.
- g. **Special-Risk Position:** A position that is required to be filled by a person who is certified under Chapter 633, Fire Protection, or Chapter 943, Law Enforcement.

24.4 Policy

a. Prohibited Acts

The manufacture, sale, possession, use, distribution, dispensing, or purchase of drugs or alcohol while working, while on City premises, or while operating a City vehicle, machinery, or equipment is prohibited. Off-duty use detectable on duty is prohibited. Any employee violating this prohibition, except in the two circumstances set forth in paragraph Section 24.4B below, will be subject to discipline up to, and including, discharge for the first offense.

b. Exceptions

- (1) This rule does not apply to alcoholic beverages served at a City-sponsored, non-mandatory social function. Any other exceptions must be specifically authorized by the City Manager of the City of Oldsmar and may only cover non-work time. Employees who conduct themselves in a manner which, in the City's sole discretion, is disruptive or embarrasses the City, will be disciplined, up to and including immediate discharge.
- (2) The second exception is for an employee taking a prescription or over-the-counter drugs. Any employee taking prescription or non-prescription medication must report the use of such medication, if the prescription drugs results in an employee being unable to perform the essential functions of his/her job or results in a direct threat to the health or safety of him/herself or others in the workplace. Any employee who is taking any such prescription drug or over-

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the-counter must advise his/her supervisor before reporting to work under such medication. A failure to do so may result in disciplinary action. Employees will be reasonably accommodated in either situation if possible.

If the City determines that such prescription use does not pose a direct threat to the employee or others in the workplace or does not result in the employee being unable to perform the essential functions of his/her job with or without reasonable accommodation, the employee will be permitted to work. If the City physician indicates in writing that such use creates a direct threat to the health or safety of the employee or others in the workplace or impairs the employees' ability to perform the essential functions of his/her job, which cannot be reasonably accommodated, the City may temporarily reassign the employee or request the employee to take sick leave during the period of treatment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action. Prescription medication must be kept in its original container if such medication is taken during working hours or on City property. Employees who violate this policy are subject to disciplinary action up to and including discharge.

- c. It is against City policy to report to work if drugs or alcohol, as defined by the Drug-Free Workplace Program and the Division Drug Testing Rules, is found to be present in the employee's system at a level prescribed by the Division Drug Testing Rules.
- d. It is a violation of City policy to report to work, or to return to work, with the odor of alcohol on the employee's breath, regardless of whether or not the employee is actually intoxicated.
- e. Observance of this policy is a condition of continued employment.
- f. Employees arrested for an alcohol or drug-related incident must immediately notify their supervisor, the Human Resources Administrator, or the City Manager, of the arrest if the incident occurs:
 - a. During scheduled working hours.
 - b. While operating City vehicle on City or personal business.
 - c. While operating a personal vehicle on City business.
 - d. The employee's job description requires operation of a motor vehicle.

Failure to notify the appropriate City official may result in disciplinary action, up to and including discharge.

24.5 Tests

- a. **The City of Oldsmar will conduct the following types of drug tests:**

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- (1) All applicants selected for employment with the City of Oldsmar must take and pass a drug screen as a condition of obtaining employment.
- (2) A drug test will be administered at all required fitness for duty physicals.
- (3) Follow-up testing will be conducted for any employee who returns to work after successfully completing a drug rehabilitation program on at least a semi-annual basis for at least two years.
- (4) A drug test will be required whenever the City has a reasonable suspicion that an employee may be using drugs or alcohol. Reasonable suspicion may include but is not limited to:
 - (a) Observable phenomena such as direct observation of drug use or the physical symptoms of being under the influence of drugs or alcohol.
 - (b) Behavioral symptoms associated with drug use or intoxication from either drugs or alcohol such as abnormal conduct, erratic behavior, or a significant deterioration in performance.
 - (c) Report of drug use provided by a reliable and credible source.
 - (d) Any evidence that an individual has tampered with a drug test.
 - (e) Any evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working on City premises, or while operating City vehicles, machinery, or other equipment.
 - (f) Information that an employee has caused, or contributed to, an accident at work.
- (5) If a supervisor believes reasonable suspicion exists, the supervisor should report his/her findings and observations to the Human Resources Administrator. Upon approval by the Human Resources Administrator or his/her designated representative, the employee will be asked to submit to a drug test and sign a form acknowledging his/her consent. The factors which substantiate the reasonable suspicion to test should be documented by the supervisor on the *Substance Abuse Investigation Report* immediately upon suspicion. This report must be filed as soon as possible, but no later than 3 working days after the employee has been tested. A copy of this report will be given to the employee upon request and the original documentation will be retained by the

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employer, in a confidential file, for at least one year.

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- (6) During normal laboratory office hours, the employee shall be taken by an appointed representative of the appointed authority to the designated laboratory for substance abuse testing. Thereafter, suitable arrangements for transportation_home will be made. An employee will be told not to drive_home. If the employee insists on driving, the employee shall be told that the police will be notified or called in to assist in the escort of the employee from the premises. After normal laboratory hours, the employee shall be taken to another designated collection site. The collection site person shall require, for identification purposes, that the employee being_tested present a photo ID. If the employee does not have proper photo identification, the collection site person shall contact the designated agency authority who can positively attest to the identity of the employee.

The employee will not be allowed to return to work until all test results are received from the Medical Review Officer (MRO). During this time, the employee will be on a paid leave of absence, but must hold himself or herself reasonably available for consultation with the City of Oldsmar during the employee's normal working hours. If the employee tests negative, he/she can return to work according to schedule.

- (7) Acts of misconduct committed while under the influence of drugs or alcohol, will also subject the employee to disciplinary action including discharge. Employees who refuse to take a test under the provisions stated above, shall be terminated immediately and denied unemployment benefits.

b. Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations or as deemed necessary by the City.

c. Consequences of a Positive, Confirmed Test Result

- (1) Applicants with a positive, confirmed test result will not be hired.
- (2) Employees injured in a work place accident who have a positive, confirmed test result will forfeit eligibility for medical and indemnity benefits as provided in the Florida Workers' Compensation Law, and the Division Drug Testing Rules.

- (3) Any employee who is terminated on the basis of a positive, confirmed test result will forfeit unemployment compensation benefits as provided in the Florida Workers' Compensation, related laws, and applicable drug testing rules.
- (4) Any employee with a positive, confirmed test result will be subject to discipline on the first offense up to, and including, discharge if he/she does not enter rehabilitation, sign a back to work agreement, comply with its terms and have negative follow-up testing.

d. Refusal to Test

Any employee who refuses to submit to a drug test, when asked, shall be treated in the same manner as an employee with a positive, confirmed test result. Applicants who refuse to submit to a drug test will not complete the hiring process and will be denied employment.

e. Test Results

All test results shall be confidential and released only in accordance with the provisions of the Florida Workers' Compensation Law and the division Drug Testing Rules or as otherwise allowed or authorized by law.

f. Test Results/Challenge

- (1) All employees or applicants with a positive, confirmed test result will be notified in writing of the result, the consequences of it, and the options available to the employee or applicant.
- (2) An employee or applicant with a positive, confirmed test result will be allowed to submit information to the MRO explaining or contesting the test result within five working days. If the challenge or explanation is not satisfactory to the MRO, the MRO shall report a positive test result back to the employer.
- (3) An employee or applicant may thereafter contest the employer's test results after receiving the City's explanation as provided in S.S. 440.102(4)(g) Fla. Stat., and pursuant to Rules adopted by the Department of Labor and Employment Security. An individual may ask for a retest of urine/blood within 180 days after written notification of a positive, confirmed test result.
- (4) An employee who is disciplined because of a positive, confirmed test, may appeal it through the grievance procedure established in Section 12, subject to the

limitations of that policy.

- (5) Employees affected by this policy generally have appeal rights under the City's policy and procedures. If an employee is employed under a collective bargaining agreement, the employee may have an alternative remedy under the grievance procedures in his/her union contract. Any other appeal rights would be those afforded under general common law and statutory law under S.S. 440.
- (6) The employee or applicant must notify the testing laboratory if he/she takes any administrative or civil actions pursuant to Chapter 440.102, Fla. Stat. over the results of the drug test.

g. Confirmation Test

All initial test results will be confirmed as provided by the Florida Workers' Compensation Law and the Division Drug Testing Rules S.S. 59A - 24.001 F.A.C. A confirmation test is a second analytical test to identify the presence of a drug.

24.6 Amnesty/Retaliation

a. Amnesty

- (1) Any employee who voluntarily reports a substance abuse problem to management shall be permitted to take a personal leave, without pay, in order to obtain substance abuse counseling. The employee may use accrued sick and vacation leave which is available to him/her. This leave is conditioned upon the employee signing a Back to Work agreement, actually enrolling in a rehabilitation program and providing the City of Oldsmar with written verification from the program's counselors that the employee has, in fact, enrolled and is, in fact, participating in the program.

Participation in any evaluation, treatment, or counseling program will be at the employee's expense, unless the employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits. An employee who needs evaluation or treatment should refer to the City's FMLA leave policy if eligible for such leave. Depending on whether the employee has sick leave and or vacation FMLA leave may be with or without pay. If the employee is ineligible for such leave, time lost from work for such a program will be without pay. If the employee does not have accrued sick/vacation leave available and is ineligible for FMLA leave, a leave of absence will be provided if it does not create an undue hardship for the City.

- (2) If the employee presents written proof that he/she has

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successfully completed the program within the time prescribed, he/she shall be eligible to return to work at the City of Oldsmar.

- (3) Other than as required by law, this policy does not require the City to hold any position open nor create a position for employees who successfully complete drug rehabilitation counseling.
- (4) Nothing in this policy shall be construed as an obligation upon the City to provide, or to pay for, substance abuse counseling except to the extent it may, from time to time, be provided as part of the City's fringe benefit package.

b. Retaliation

Any supervisor or employee who, in good faith, reports an alleged violation of this policy shall not be harassed, retaliated against, or discriminated against in anyway.

24.7 Additional Information.

Applicants and employees will be given an opportunity, prior to and after testing, to confidentially provide any information they consider relevant to the test to the MRO. Such information may include a listing of all drugs that they have recently taken, including prescription drugs, a written explanation of the circumstances surrounding the use of those drugs, or any other relevant medical information, on a *Drug Use Information Form*. This form will be left at the laboratory for the MRO or mailed to the MRO, or the individual may contact the MRO prior to and following testing.

- a. A list of the drugs for which the City will test, described by brand name, common name, and chemical name and which may alter the effects of a drug test is shown in Section 24.8.
- b. Each employee and applicant will be given an opportunity, both before and after the drug test, to confidentially report the use of prescription or non-prescription medications that may alter or affect a drug test.
- c. The City of Oldsmar will test for each and every one of the drugs listed on the drug testing list which is shown in Section 24.9.
- d. Each employee or job applicant has a right to consult the MRO for technical information regarding prescription and non-prescription drugs. The name and address of the MRO is:

Dr. S. Naman
3490 East Lake Road
Palm Harbor, FL 34685
(813) 787-2004

- e. The name and address of the employee assistance program which the

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City sponsors is:

Behavioral Health Management Services, Inc.
323 Jeffords Street
Clearwater, Florida 34616

Other local rehabilitation programs include:

<u>Name</u>	<u>Address</u>	<u>Phone Numbers</u>
Advanced Human Studies Institute Family	240 Plant St. Tampa, FL 33606	(813) 254308
6096 Alcohol Community Treatment Services	4211 E. Busch Blvd. Suite H Tampa, FL 33617	(813) 988-
Cambridge Foundation	1000 Century Park Dr. Suite 425 Tampa, FL 33607	(813) 289-9428
Charter Hospital of Tampa 238-8671	4004 Riverside Dr. Tampa, FL 33603	(813)
2905 Drug Abuse Comprehen- sive Coord. Office	3200 Henderson Blvd. Tampa, FL 33609	(813) 870-
5000 Glenbeigh Hospital of Tampa	3102 E. 138th Ave. Tampa, FL 33682	(813) 971-
4620 Healthline of St. Joseph's for Corporate and Community Health	2727 W. Buffalo Ave. Tampa, FL 33634	(813) 870-
Operation PAR, Inc.	10901-C Roosevelt Rd. Suite 1000 St. Petersburg, FL 33716	(813) 570-5080

24.8 Common Drugs That Can Affect a Drug Test

The following is a list of common drugs and medications, by brand name or common name and chemical name which may alter the effects of a drug test. The Department of Health and Rehabilitative Services list of common_medications are:

Alcohol - All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vicks Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is

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26.9% (54 proof).

Amphetamines - Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Delcobese, Mediatric (uppers).

Cannabinoids - Marinol (Dronabinol) Marijuana (Pot, Acapulco Gold, Grass, Reefer, Joint, Weed), Tetrahydrocannabinol (THC), Hashish (Hash), Hashish Oil.

Cocaine - Cocaine HCI topical solution (Roxanne), Coke, Flake, Snow, Crack, Nose Candy.

Phencyclidine - Not legal by prescription; PCP, Angel Dust, Hog.

Methaqualone - Not legal by prescription; Quaalude.

Opiates - Paregoric, Parapectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin Compound with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate) Percodan, Vicodin, Dover's Powders, Opium, Pectoral Syrup.

Barbiturates - Phenobarbital, Tuinal, Amtal, Nembutal, Seconal, Lotusate, Fiorinal, Fiorciet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

Benzodiazepines - Atival, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restorial, Centrax

Methodane - Dolophine, Methadose, Methadone.

Propoxyphene - Darvocet, Darvon N., Dolene, etc.

24.9 Testing

a. Initial Test

The initial screen for all drugs shall use an immunoassay except that the initial test for alcohol shall be an enzyme oxidation methodology. The following cutoff levels shall be used when first screening specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following shall be reported as confirmed positive:

Alcohol	0.05	g/dl%
Amphetamines	1,000	ng/ml
Cannabinoids	100	ng/ml
Cocaine	300	ng/ml
Phencyclidine (PCP)	25	ng/ml
Methaqualone	300	ng/ml
Opiates	300	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml
Synthetic Narcotics:		
Methodone	300	ng/ml
Propoxyphene	300	ng/ml

b. Confirmation Test

All specimens identified as positive on the initial test shall be confirmed using CC/MS, except that alcohol will be confirmed using gas chromatography. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value". The following cutoff levels shall be used when first screening specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following shall be reported as confirmed positive:

Alcohol	0.05*	g/dl%
Amphetamines	500	ng/ml
Cannabinoids	15	ng/ml
Cocaine	150	ng/ml
Phencyclidine	25	ng/ml

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Opiates	300	ng/ml
Methaqualine	150	ng/ml
Barbiturates	150	ng/ml
Benzodiazpines	150	ng/ml
Synthetic Narcotics		
Methodone	150	ng/ml
Propoxyphene	150	ng/ml

*Laboratories shall report all quantitative alcohol results above .05% level to the Medical Review Officer who shall be responsible for reporting results to the employer if appropriate.

Law Specific Authority 440.09(7)(c), 440.101, 440.101.102(10), F.S.
 Implemented 440.09(3), 440.102(9), F.S.
 History - New, 1-30-91, Amended 12-16-91

c. Collection Site Personnel

A specimen for a drug test will be taken or collected by:

- (1) A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment; or
- (2) a qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.

d. Testing Laboratory

- (1) The laboratory used to analyze initial or confirmation drug specimens will be licensed by the State of Florida, Agency For Health Care Administrator, or a laboratory certified by the Health Care Administrator, or a laboratory certified by the Department of Health and Human Services. The State of Florida, Agency for Health Care Administration, has published Drug-Free Workplace Standards, Chapter 59A - 24., F.A.C., which must be followed by laboratories and employers.
- (2) All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results will be in accordance with state laws and rules established by the Agency for Health Care Administration.
- (3) The laboratory will provide assistance to the employee or job applicant for the purpose of interpreting any positive confirmed test results.

24.10 Searches

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- a. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to search all vehicles, containers, lockers, or other items on City property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon City request.
- b. Searches will be conducted only where the City has reason to believe that the employee has violated the City's substance abuse policy.
- c. Failure to consent to a search or display of personal property for visual inspection will be grounds for discharge or denial of access to City premises.
- d. Searches of an employee's personal property or assigned locker will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved.
- e. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.
- f. Because the primary concern is the safety of its employees and their working environment, the City will turn all confiscated drugs over to the proper law enforcement authorities. Further, the City reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

24.11 Confidentiality

All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as a part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations, the City will not release such information without a written consent form signed voluntarily by the person tested, which complies with Section 440.102(8).

24.12 Resources and Education

- a.** The City will maintain a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities and organizations designed to assist employees with personal or behavioral problems. The City will inform employees and new hires about various employee assistance programs that the City may have available. The information shall be made available at a reasonable time convenient to the City and shall be discretely reviewed by the employee.
- b.** The City will provide an annual education course to assist the employees in identifying personal and emotional problems which may result in the misuse of alcohol or drugs. This course will also include a presentation on the legal, social, physical and emotional consequences of the misuse of alcohol or drugs.