

LABOR AGREEMENT

PALM HARBOR SPECIAL FIRE CONTROL AND RESCUE DISTRICT

AND

**PALM HARBOR/OLDSMAR PROFESSIONAL FIREFIGHTERS
LOCAL 2980, I.A.F.F.**

OCTOBER 1, 2005

THROUGH

SEPTEMBER 30, 2008

PREAMBLE

This Agreement is entered into by the Board of Commissioners, Palm Harbor Special Fire Control and Rescue District, Palm Harbor, Florida, herein after referred to as the "District," and the Palm Harbor/Oldsmar Professional Firefighters, Local 2980 of the International Association of Firefighters, AFL-CIO herein after referred to as the "Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union; to provide for equitable and peaceful adjustment of differences, which may arise; and to establish proper standards of wages, hours of work, and other conditions of employment.

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ARTICLE 1

UNION RECOGNITION

The District recognizes the Union as the exclusive bargaining agent for all employees of the Fire District 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 employees which include (only line personnel) Fire Lieutenants; Fire Prevention Officers; Firefighter/PM's; Firefighter/EMT's; probationary Firefighter/PM'S; probationary Firefighter/EMT's; Firefighter/PM's trainees; Firefighter/EMT trainees, Probationary Officers.

Excluded: All other employees.

Unit 2: Included: All Captains, Probationary Officers, Public Education Officer/Public Information Officer.

Excluded: All other employees.

ARTICLE 2

MANAGEMENT'S 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 any operation, function 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, or 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 operations 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 disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this agreement may be suspended by the employer 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 matters 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 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 District, 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 Palm Harbor Fire Rescue currently in effect shall be deemed reasonable and binding upon all parties. Any District rule or regulation, which is in conflict with this Agreement, shall be of no force or effect. No rule or regulation shall be promulgated, deleted, changed or amended in an arbitrary or capricious manner. The District 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.

Section 3. Prior to the implementation of any change in the existing Fire Department rules or regulations, the Fire Chief shall provide a minimum of ten (10) days notice, unless a shorter period is dictated by justified emergency, to the Union. Upon the giving of such notice, the Fire Chief shall establish a time when representatives of the Union may meet with him to discuss the change in rules and regulations.

Section 4. All rights and working conditions enjoyed throughout the District by the employees at the present time and known to the Fire Chief, which are not included in this agreement shall be presumed to be reasonable and proper and shall not be changed by the District in an arbitrary or capricious manner, provided, however, that nothing contained herein shall limit the District's rights under Section 1, and Section 2.

Section 5. The philosophy of "Progressive Labor/Management Relations" is adopted by the Fire Department Union and Fire Department Management. Progressive labor/management relations is a systematic approach to effective communications between labor and management groups, encouraging cooperative interaction between both groups working towards common solutions to problems affecting both groups at their levels and working together to solve operational demands at the same level. The ultimate purpose of this labor/management relationship is to make us more effective as an organization, committing to the quality of our services delivered, both internally and externally. The labor/management process will assist in planning policy and procedures as well as assisting in problem solving. The committee will consist of the Fire Chief and Deputy Chief (or their designees), and the Union President and Vice-President (or their designees).

ARTICLE 4

NON-DISCRIMINATION

Neither the District nor 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, age, or persons with a disability as described in the Americans with Disabilities Act.

ARTICLE 5

PAYROLL DEDUCTION OF UNION DUES

Section 1. The District 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, each pay period, by the District 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, the employee upon thirty (30) days written notice to the District and the Union may cancel any authorization for dues deduction.

Section 3. Nothing contained herein shall require the District to deduct from a salary or be otherwise involved in the collection of Union fines, penalties or special assessments.

ARTICLE 6

UNION REPRESENTATION

Section 1. There shall be one (1) Union steward for each shift. The names of the shift stewards shall be given, in writing, to the Fire Chief or his designee, by an officer of the Union. Notice of any change in steward assignment shall be given to the Fire Chief or his designee, in writing, within five (5) 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, except in cases of emergency, or discharge, the employee shall schedule all meetings with the steward to occur during lunch hour or after 1600 hours, provided further, that at no time shall any meeting between the steward and an employee interfere with the emergency operations of the department.

Section 3. Meetings between the steward and an 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 who 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.

Section 5. There shall be one (1) alternate steward for each shift. Should the regular steward not be present or should the steward (being an officer) or employee request the alternate steward be used, it shall be permitted. Sections one (1) through four (4) shall also apply in reference to use of the alternate steward.

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 functions with the approval of the Fire Chief including attendance at conventions, conferences, seminars, and meetings, without loss of pay. However, such time shall be paid not by the District but from a Union Time Pool, which shall be established by the provisions of section 2.

Section 2. The District agrees to donate to the Union time pool six (6) hours per bargaining unit position assigned to 24 hour shifts/(4) hours per bargaining unit position assigned to a 40 hour work week on October 1st of each year.

Section 3. Unused Pool time shall be allowed to accumulate and be carried over from year to year. Should the Union find that it's accumulated Pool time exceeds what it may require, with thirty (30) days written notice to the District prior to the end of the fiscal year, the Union may have the District decrease the Districts contribution for that coming fiscal year, or until necessary.

Section 4. In the event that overtime is incurred while Union time is being used, the Union time pool will be charged an overtime rate.

ARTICLE 8

CONTRACT DISTRIBUTION

Section 1. The District and the Union agree that this Agreement shall be posted by the District in a conspicuous place at each fire station. Further, 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.

Section 2. The District agrees to let the Union use the office copy machine provided the Union supplies it's own paper.

ARTICLE 9

BULLETIN BOARDS

The District agrees to provide adequate bulletin board space in each fire station, at a convenient location, for the use by the Union for posting of minutes of meetings, notice of meetings, notice of social events, and anything else with the approval of the Fire Chief and the Union.

ARTICLE 10

PERSONNEL FILES

Each employee of bargaining units I and II shall be given a copy of each entry that is disciplinary in nature or derogatory. 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 his/her copy the employee shall sign a receipt for such copy.

ARTICLE 11

NO STRIKE

Section 1. The Union agrees that during the term 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 the efficient operation of the District's affairs engaged in or supported by members of the Union and/or employees represented by the Union or other agents or representatives of the Union. 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 form of interference with the operation of the District, will be subject to immediate discharge.

Section 3. Should the Union or a majority of the Union employees covered by this agreement within the District's Fire Department breach this article, the District may then proceed against the Union as covered in Florida Statute 447 and such sections of State and Federal law that may apply. The District would also be entitled to obtain an injunction without notice at ex-parte hearing for breach of this article.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a complaint arising out of an alleged violation concerning wages, rates of pay and other items and conditions of employment covered by this Agreement. Employees serving in their probationary period shall not have access to the grievance procedure in any case involving discharge or discipline.

Section 2. An employee covered by this agreement shall present his/her complaint within ten (10) calendar days of the day on which the complaint arose, in the following manner:

Step 1. An employee shall discuss his/her complaint orally with the District Chief in charge of his/her shift with or without the presence of a Union steward. The employee shall inform the District Chief that they are initiating the grievance procedure at this point and fill out the appropriate paper work. The District Chief shall attempt to adjust the complaint and shall indicate in writing the date of the discussion and the results of that discussion. For employees assigned to fire prevention the first step will be the Deputy Chief of Support Services.

Step 2. If the complaint is not resolved within five (5) calendar days after it has been presented to the District Chief, a grievance may be submitted in written form by the employee to the Deputy Chief of Operations within five (5) calendar days. The written grievance must set forth the following:

1. A statement of the grievance and the facts upon which it is based.
2. The alleged violation of this agreement.
3. The remedy or adjustment requested.
4. The signature of the aggrieved employee.

The Deputy Chief will discuss the grievance with the steward and the employee, and give his answer, in writing, on the grievance form within five (5) calendar days after it has been presented to him. For the Fire Prevention staff, the Grievance will go to the Fire Chief as Step 2.

Step 3. If the complaint is not resolved within five (5) calendar days after it has been presented to the Deputy Chief, a grievance may be submitted in written form by the employee to the Fire Chief within ten (10) calendar days. The written grievance must set forth the following:

1. A statement of the grievance and the facts upon which it is based
2. The alleged violation of this agreement.
3. The remedy or adjustment requested.
4. The signature of the aggrieved employee.

The Fire Chief will discuss the grievance with the steward and the employee, and give his answer, in writing, on the grievance form within five (5) calendar days after it has been presented to him.

Step 4. If the matter is not resolved, the employee may appeal the decision of the Fire Chief to the Board of Commissioners. The grievance may be presented to the Board within five (5) days from the day the Fire Chief signed the grievance for Step 3. The Board may allow the employee to make an oral presentation to it at the next regularly scheduled Board meeting. The Board will issue its written decision within five (5) days after the presentation or, if there is no presentation, within five (5) days after the meeting following receipt of the grievance.

Step 5. If the matter is not resolved as provided in Step 3, the grievance may, within seven (7) calendar days, be forwarded to an arbitrator selected by mutual selection or by striking from a list of seven to be provided by the Federal Mediation and Conciliation Services. The arbitrator's decision shall be final and binding. The arbitrator shall have no authority to add to, delete from or alter this contract.

Section 3. The time limits established in this article may be extended by mutual consent. Grievances not appealed in writing to the next step, as provided in this article, shall be considered settled on the basis of the last decision. If management does not answer within established time limits, the grievance shall automatically advance to the next highest step. It is understood and agreed that the time frames established exclude weekends and holidays when calculating the calendar days or days.

Section 4. Time spent by Union stewards and grievance committee members on their duty days in discussing and processing grievances, as provided in this article, shall be considered to be hours worked.

Section 5. All the costs of the arbitrator shall be borne equally by the parties, except that each party shall bear the cost of its attorneys or representatives and the cost of any court reporter or transcript desired by that party.

Section 6. Grievances arising out of discharge, demotion or suspension shall be commenced at Step 3 of the grievance procedure. Grievances filed as a class action shall commence at Step 2 of the procedure.

Section 7. For the purposes of computing time limits herein, all grievances filed at the first step must be filed with the District Chief of the shift in which the grievant is employed, and a day shall be considered to be a calendar day, ending at 11:59 p.m. In computing the time limits for all other steps, but only for those steps, a day for purposes of filing shall be considered to include until 4:00 p.m. on any day during which the administrative office is open. If any time limit expires on a weekend day during which the administrative office is not open, the grievance shall be considered timely if it is filed by 4:00 p.m. of the next day upon which the administrative office is open following the weekend or holiday.

Section 8. The Union will not be required to process grievances for non-Union employees, except as required by law, but may attend any meeting where the resolution of the grievance may occur.

Section 9. The Arbitrator shall determine all questions of arbitrative nature.

ARTICLE 13

PERSONNEL PRACTICES

Section 1. Employees shall be compensated in accordance with the plan set forth in "Appendix A" attached to this contract. All Unit 1 employees are considered to be hourly employees. All Unit 2 employees are considered hourly. (This article applies to all promotions up to and including the first position out of the bargaining unit).

Section 2. Promotional Examinations

- A. Promotional examinations shall be held no less than sixty (60) and no more than ninety (90) days following public announcement of a vacancy given in writing by the District provided the present list has expired. Announcement of promotional exam shall be posted within 10 working days of announcement of vacancy.

- B. Each announcement of a promotional examination shall state:
 - 1. The title of the class.
 - 2. The nature of the work to be performed.
 - 3. The minimum qualifications required for admission to the examination.
 - 4. The general scope of the test to be used.
 - 5. A list of suggested study materials.

- C. The **MINIMUM REQUIREMENTS** are listed below and candidates must understand that additional factors including, but not limited to, experience, education, aptitude, capacity, knowledge, character, physical fitness, and general personal involvement in department functions and activities may be taken into consideration.

The posted date for the administering of the written exam will be the date used for the purpose of computing the time of service, certification requirements, and educational requirements as described below.

The minimum requirements for promotion to Lieutenant, Captain, and District Chief are as follows:

- 1. Lieutenants
 - a. Five years Career Fire Service Experience with this department.
 - b. Florida Fire Officer 1 Certification.

2. Captains
 - a. Three years continuous service as a lieutenant with the department.
 - b. Florida Fire Officer 1 certification.
 - c. Florida Fire Instructor 1.
 - d. Thirty (30) College Credits (not to include credits from basic firefighter, EMT, or Paramedic certification).
3. District level chiefs
 - a. Six years continuous service with the department, of which three years of continuous service must be at the level of company officer or above.
 - b. Florida Fire Officer 1 Certification.
 - c. Florida Municipal Fire Inspector Certification.
 - d. Associates degree, or above, from an accredited college/university as outlined in position description.

D. Disqualification of Applicants

Fire Chief (or his designee) may reject the application of any person for admission to any examination or refuse to examine any applicant or to certify the name of an eligible candidate for appointment if, in his opinion, it is found that:

1. The applicant fails to meet the established qualifications requirements for the position.
2. The application was not filed on or before the closing date for receipt of applications specified in the public announcement.
3. The applicant has made false statement as to any material fact, has practiced or attempted to practice deception or fraud in his/her application or in securing eligibility or appointment. This provision shall be interpreted to include the use of any other than the legal applicant's name in making application.
4. The applicant has had disciplinary (WRITTEN COUNSELING AND ABOVE) action taken against them for the time periods set forth in The SOP guidelines 203.5. The time will begin from application date
Deadline backwards (not to exceed twenty four (24) months).

Any person who, by order of the Fire Chief, is denied permission to compete in any examination or whose eligibility is canceled under the provisions of this section, may make a written appeal to the Board of Commissioners for a final decision.

E. Scope and Character of Examinations

1. Provisions applying to promotional exams:

- a. All examinations shall be competitive.
- b. All examinations shall be of such character as to fairly determine the qualifications, fitness and ability of applicants to perform the duties of the position to which appointment is to be made.
- c. Exams may be assembled or unassembled, and tests may be written, oral, physical performance, or a combination of these types. They may take into consideration such factors such as experience, education, aptitude, capacity, knowledge, character, physical fitness, and any other qualifications.
- d. No test or question in any examination shall be so framed as to call for or lead to disclosure of any information concerning any political, religious, racial, cultural, and any other similar applications to preferences or opinions. Any disclosure thereof shall be discountenanced and any such information shall be disregarded.

F. Seniority credit will be granted to the candidate prior to the computation of the final test grade. One half (½) point credit will be added for each full year of Department service up to a maximum of five (5) points.

G. Ratings of Examinations

1. The Fire Chief (or his designee) may establish the minimum passing grade for any examination or parts thereof and the minimums must be published prior to beginning of the promotional process.
2. Where it is stated in the announcement that an applicant, to continue eligibility, must attain a specified minimum acceptable rating in any written or performance test. An applicant that does not meet the acceptable minimum ratings will become disqualified

and unable to continue with the remainder of the promotional process.

H. Notification of Results

Each candidate shall be notified in writing of their name being placed on an eligibility list or their failure to attain a place on the list. Any candidate may, within fifteen (15) calendar days following the initial posting date of their notice of results, request permission to review their examination with the Fire Chief, or his designee, and will be given a reasonable opportunity to do so.

Appeals of Ratings

1. Any candidate may, within fifteen (15) calendar days from the date of initial review but in no event later than one month after posting of employment list resulting from such test, notify the Fire Chief in writing that an error exists. The Fire Chief shall thereupon cause a review of such ratings to be made. If, upon review, errors, other than error of judgment exists, which affect the candidates rating, are found, such errors shall be corrected. In the event such review discloses error, affecting the rating of other candidates, the ratings of the other candidates shall also be corrected.
2. The Fire Chief, within 15 calendar days from receipt of the appeal, shall announce a ruling on the appeal.
3. If the matter is not resolved, the employee may appeal the decision of the Fire Chief to the Board of Commissioners. The appeal may be presented to the Board at the next regularly scheduled Board meeting. The Board will issue its written decision within five (5) calendar days after the presentation or, if there is no presentation, within five (5) calendar days after the meeting following receipt of the appeal.
4. No change made in the ratings of any candidate shall automatically be deemed to invalidate or in any way affect any appointment previously made unless it is decided to the contrary by the District. However, the District shall not act arbitrarily or capriciously.

Section 3. Promotional Lists

A. Promotion and Original Appointment Lists

The names of all persons who may be lawfully appointed and who shall have attained a passing grade on any promotional examination shall be placed on the

appropriate promotional or original appointment list in order of their final grade. The names of two or more eligible having the same final grade shall be placed on the list by arranging the names by seniority, the most senior being the first name, and so on. Promotional lists maintained are for positions tested only.

Rule of Three (3)

Upon the vacancy of a position of which an active promotional list exists, the Fire Chief shall choose to appoint from any one of the top three candidates listed on the promotional list. Once one person is taken from the top three, the next name on the list will become a member of the top three to be chosen from. This same process will continually repeat.

In the event that the same employee from the original list of the top three (3) is passed for promotion two times, this employees name will be placed at the bottom of the list.

C. Duration of Lists

The effective date of the promotional list shall be the date of the official posting of the final testing results.

All promotional eligible lists shall remain in effect for a period of two (2) years. At that point the list will be deemed null and void and the posting of a new exam will occur no later than thirty (30) days of the lists expiration.

Section 4. Promotions

If any employee accepts a promotion to a higher rank and his or her present pay grade is above the starting pay for that rank, their pay will be adjusted to the next pay grade above their present pay, in the higher rank or at least 10% above present pay grade, which ever is greater. (a paramedic that is promoted will receive at least a 2% increase above base and paramedic pay)

Section 5. Probationary Period

Before or at the expiration of the probationary period the Fire Chief may, with the concurrence of the District, by presenting to the employee reasons for such action in writing, dismiss an employee serving an original probationary period, or in the case of an employee serving a probationary period following promotion, return such employee to their former position. A copy of such notices shall be filed with the Fire Chief. Any employee who shall have completed the prescribed probationary period without having been dismissed or returned to their former position, shall be deemed to have permanent status in their class position, provided:

- A. That the employee has completed one (1) year of uninterrupted employment, which may be extended six (6) months in lieu of discharge, and
- B. Any employee covered by this agreement who has been promoted to Fire

Prevention Officer, Lieutenant or Captain shall serve a probationary period no longer than six (6) months. The restrictions on use of vacation time and trade time do not apply to promoted personnel during their probationary period. However, should the Fire Chief give written notice to the individual, two (2) weeks prior to the end of their probationary period, of legitimate reasons why individual's probation should be extended, in lieu of demotion, then he may do so for a period not to exceed an additional six (6) months.

- C. An employee who has been demoted in accordance with the foregoing provisions shall have no right of appeal and his/her name shall be removed from the appropriate eligibility list for the class from which he/she was demoted.

Section 6. Dismissed employees, who have been demoted and are still in their probationary period for promotion, shall have the right to appeal their dismissal in accordance with the grievance procedure.

ARTICLE 14

SENIORITY

Section 1. Definition

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

Section 2. How measured

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

1. Rank
2. Date of rank
3. Date of hire
4. Date of application
5. Last four (4) digits of employees' Social Security number.

B. In the event 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. The seniority list on the date of this Agreement shall reflect names, job titles, and seniority dates of all employees.

D. The District will maintain a current seniority list at all times and will provide the Union with copies of such list in January of each year.

E. Emergency, provisional, seasonal, and temporary employees shall not accumulate seniority during any period of such employment.

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 absence or time off with or without compensation granted pursuant to this contract.
- 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 re-employment 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 in computing seniority.
- D. Suspensions in accordance with the Agreement. The length of any such suspension, if and only if the suspension results in the employee being off for 15 or more calendar days, 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 District 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 District, within six (6) months after acceptance, followed by reinstatement or appointment from the re-employment list, provided that actual time of separation shall be deducted from length of continuous service in computing seniority.

Section 4. Uses - In addition to the circumstances and conditions wherein, by the provisions of this contract, seniority has been determined to be the controlling factor, it shall also be given reasonable consideration in determining the order of lay-off, the order of names on a re-employment list and in promotions in accordance with the rules governing those procedures.

ARTICLE 15

LAYOFFS

Section 1. In the event of lay-offs, all probationary status firefighters shall be laid off before any permanent status Firefighter, Lieutenant, Captain or Fire Prevention Personnel. The order of layoff of probationary Firefighters shall be determined by management evaluations of the performance and potential of the employee.

Section 2. In the event further lay-offs are required, such lay-offs shall be accomplished by class groups of Firefighters, Fire Prevention Personnel, Paramedics, Lieutenants and Captains. Notwithstanding anything to the 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 classes, lay-offs 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 lay-off of Fire Prevention Personnel, Lieutenants or Captains, the affected 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 lay-off have been given an opportunity to return to work at their original seniority date and position; provided, that after one year of lay-off the employee shall cease to accrue seniority and that such re-employment rights shall cease after three (3) years from the date of the lay-off, provided, however, that it shall at all times be the employees responsibility to provide the District with notice of the employee's current address and any notices for recall shall be mailed only to the last current address provided by the employee to the District.

Section 5. The Fire Chief shall give written notice to the Board of Commissioners, the affected employee(s), and to the Union President, of any proposal for needed lay-offs. Such notice shall state the reason for the lay-off and shall be submitted thirty (30) days before the effective date of proposed lay-off. The Board of Commissioners makes the final decision on any proposed layoffs.

Section 6. Paramedics will count as a class group for layoff purposes only if the district cannot meet its minimum contractual obligation to the Pinellas County EMS Authority for providing emergency medical services.

ARTICLE 16

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 for shift employees will commence at 0800 hours and end at 0800 hours on the following day.

Section 3. Hourly employees assigned to 40 hours shall work forty (40) hours a week consisting of Monday through Friday 0800 to 1700 or as assigned by the supervisor and approved by the Fire Chief (specifically the PEO/PIO who may have pre-scheduled assignments outside of normal work hours and must have a flexible work schedule). A 40-hour employee may elect to take a ½ hour lunch thus reducing his/her workday by ½ hour with approval of the Fire Chief or designee.

Section 4. Notwithstanding any provision to the contrary, the District retains the right to adjust work schedules provided however, that no work schedule shall be adjusted arbitrarily or capriciously, and provided further, that prior to making such a change, the District shall provide thirty (30) days written notice to the affected employee/employees or the Union, unless the giving of such notice is not possible given the circumstances of the situation.

ARTICLE 17

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 is twenty-one (21) consecutive days. Employees will be compensated at the overtime rate of one and one-half (1 ½) times their regular rate of pay for each hour of time worked above the regularly scheduled 53 hours per week in the week in which it is worked regardless of any leave other than sick time. (vacation, education time, funeral, union pool time, holiday, or worker's comp. time utilized within the period.) Driver pay and Acting pay will also be paid in the week in which it is worked. It is understood that the Fair Labor Standards Act compensation will be made at the end of the 21-day pay period.

Section 2. It is understood by both parties that the work period for hourly employees assigned to 40 hours covered by this agreement is seven (7) consecutive days. Employees will be compensated at the overtime rate of one and one-half (1 ½) times their regular rate of pay for each hour of time worked in excess of 40 hours in the work period regardless of any leave other than sick time. (vacation, education time, funeral, union pool time, holiday, or workers comp. time utilized within the period.)

Section 3. Bargaining unit employees, with the approval of the District, may elect to be compensated for the number of overtime hours worked in time off at the rate of one and one-half (1 ½) times the number of overtime hours worked. At no time will an employee's compensation time "bank" have more than 100 hours in it.

Section 4. The District agrees to continue to comply with the Fair Labor Standards Act or any other lawful authority.

Section 5. The current practice of selecting employees for overtime will continue: A list will be maintained that keeps track of the total number of hours each employee has been offered starting the first pay week of each year. Also in the first pay week of each year the list will be zeroed while maintaining the current order (the employee with the least number of hours offered will be placed at the top of the list and then the list will go in order from least to most). In the event that an employee of a certain position is needed (i.e. paramedic, driver engineer, Haz-mat etc.) then only those employees that meet the needed requirements will be offered the overtime. Overtime for officers will be as outlined in section 8 of this article.

Section 6. Those employees serving in a probationary status will be ineligible to work overtime until they have six (6) months of continuous full-time service with the Department, at which time they may choose to add their name to the overtime list. When a probationary employee is added to the list they will be given a total number of hours that is 1 hour greater than the person with the highest amount of hours on the list.

Section 7. District Chief's will be responsible for maintaining, and updating the overtime list as well as administering overtime when needed. When there is a shift opening that needs to be filled from the overtime list, the District Chief or designee will call the employee with the least

amount of hours on the list provided they are qualified to fill the vacancy. When asked by the District Chief or designee if the employee wishes to work the overtime or the opening and the employee refuses the overtime, said employee will have the number of hours offered added to there total and the next person will be called and so on down the list. The only times an employee can refuse overtime and not have that time added to there total will be as follows: if they are already on any type of leave, if they are already working or if the overtime offered would cause them to work more than 48 hours consecutively.

Section 8. Normal staffing levels on every shift include four (4) Lieutenants and one (1) District Chief for a total of five (5) officers. If two (2) officers are off duty and overtime is required then a Lieutenant will be called to fill the vacancy (mandatory overtime will not be utilized in this instance). If three (3) officers are off duty and overtime arises then a Lieutenant will be called to fill the vacancy (mandatory overtime will be utilized in this instance). In the event a District Chief is absent from work and another District Chief is not filling the vacancy, then a shift Lieutenant will be appointed as Acting District Chief for that shift, as approved by the Fire Chief or his designee. The District agrees to fill vacant positions with persons of equal qualifications to the extent that it is practicable. This section in no way limits the District from filling vacant positions with those employees they may term as “**acting**” except as stated above. For the purpose of determining the number of Lieutenants off or if the District Chief is off, any person acting in a higher capacity that meets the requirements of Article 38, Section 3, will be counted as a Lieutenant or District Chief.

Section 9. Under emergent situations the District may require those that are not on the overtime list to report for duty.

Section 10. If in an attempt to secure a voluntary commitment from those on the overtime list fails, the District Chief shall begin calling those that have already been called, starting from the first name on the list, and the person first contacted shall be required to work the overtime.

Section 11. An employee who is scheduled for approved leave or is not on the overtime list (except as expressly outlined in this Article) will not be considered available for either voluntary or mandatory overtime from the normal quitting time of their last regularly scheduled shift to the normal starting time of their regularly scheduled shift following the absence. The only exception will be if the District Chief has difficulty filling a vacancy with either voluntary or mandatory overtime and the vacancy is for that day or the next day. In this case the above employees may be considered for voluntary overtime but not mandatory overtime.

Section 12. The current practice for selecting employees to work overtime of less than a six (6) hour duration shall be continued.

Section 13. Each employee will provide the District with one phone number, preferably with voice mail, that they wish to be used as there primary contact for overtime.

Section 14. Due to the weekly pay schedule and direct deposit, incentive pay that was missed will be paid the following week (i.e. no special checks).

Section 15. Overtime worked will be paid the week that it is worked.

Section 16. If an employee wishes to become ineligible for overtime they must notify their D/C of this and state when this is to take effect. Said employee will still be responsible for any

previously scheduled overtime either voluntary or mandatory. The D/C will then add 1,000 hours to the employees offered time column and note the date that the time was added. Ineligibility must be for a minimum of ninety (90) days. These employees will not be required to work overtime except as outlined within this Article.

If an employee wishes to become eligible for overtime after being ineligible (excluding those on Probationary Status) they must notify their D/C of when they want eligibility to occur. The D/C will adjust the hours so that the total hours are one (1) hour greater than that of the last employee on the list and note the date of adjustment.

ARTICLE 18

CALL IN

Section 1. Employees required to report to work from an off duty status not continuous with their normal shift shall be guaranteed three (3) hours pay at the applicable rate.

Section 2. Employees assigned as the Public Education/ Information Officer which are called back to work from off duty status not continuous with their normal shift shall be paid a minimum of one (1) hour of time at the applicable rate. In the event that the PEO/PIO is held over on assignment contiguous with normal shift hours, he/she will only be paid for actual time worked.

Section 3. Employees assigned as a Fire Prevention Officer which are called back to work from off duty status not continuous with their normal shift shall be paid a minimum of two (2) hours of time at the applicable rate. In the event that the FPO is held over on assignment continuous with normal shift hours they will be paid for actual time worked.

Section 4. Employees called back to work from an off duty status not continuous with their normal shift as a result of another employee's scheduled leave (any leave) of less than three hours will only be paid for hours worked.

ARTICLE 19

COURT COMPENSATION

Section 1. 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, according to FLSA. Guidelines, if such attendance is during the employee's off-duty hours. This same provision shall also apply when the employee is subpoenaed to appear at the States Attorney's Office, Public Defender's Office; or a private attorney's office, in a case arising from the employee's course of employment. However, this provision shall not apply when an employee or the Union has brought an action against the District or any District official.

Section 2. Any employee who is required to appear while on duty for non-duty related reasons such as personal court matters will be allotted only the time required by the court or legal firm. The employee will be charged vacation time for the period the employee is required. Employees with no vacation time available, the time off will be without pay.

Section 3. Any employee that is called to Jury Duty will receive normal pay for a period not to exceed 5 calendar days.

ARTICLE 20

HOLIDAYS

Section 1. The District shall recognize the following as official holidays:

| | |
|-----------------------------|------------------|
| Thanksgiving Day | Easter |
| Day after Thanksgiving | Memorial Day |
| Christmas Day | Independence Day |
| New Years Day | Labor Day |
| Martin Luther King, Jr. Day | Christmas Eve |
| New Years Eve | |

Section 2. All shift employees who work on any of the above holidays shall be paid 24 hours Holiday pay.

Section 3. Personnel working in a 40 hour per week position which can be vacated shall receive eight (8) hours time off with pay at straight time for that day.

Section 4. When a designated holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a designated holiday falls on a Sunday, the following Monday shall be observed as a holiday. Changes can be made, upon employee request, with approval of the Fire Chief or designee. This section applies only to those employees working a 40 hour work week.

Section 5. If an employee is called to work on a holiday from his or her regular day off, he or she shall receive time and one half (1-1\2) pay plus holiday pay for a total of double time and a half (2-1\2) pay.

Section 6. Shift employees may elect to receive 24 hours of vacation time instead of holiday pay. To be eligible to do this, the employee must provide 10 days notice to the District via the appropriate form.

ARTICLE 21

SICK LEAVE

Section 1. Employees in the bargaining units shall accrue sick leave at the rate of twelve (12) hours for each month of employment with the Palm Harbor Fire Department. (2.77 hrs/wk)

Section 2. Employees shall accumulate sick leave from the first day of employment and shall continue to do so as long as they are employed.

Section 3. Employees in the bargaining units working a forty (40) hour work week shall accrue sick leave at the rate of 8.5 hours for each month of employment with the Palm Harbor Fire Department. (1.96 hrs/wk)

Section 4. Employees shall be eligible to use sick leave as earned for the following purposes:

- A. Personal injury, pregnancy or illness not connected with work.
- B. Emergency appointments with physicians or dentists.
- C. Illness of a member of the employee's household or family (as defined by FMLA standards) which requires the personal care, and attention of the employee.
- D. Other reasons that may be approved by the Fire Chief or his designee.

Section 5. Sickness or injury caused by job related duties shall not be charged to the accumulative sick leave of the employee in accordance with Article 28, Section 3 (On the Job Injury).

Section 6. A physician slip justifying illness or injury may be requested by the Fire Chief, or his designee, at any time that: two (2) consecutive shifts (or five consecutive 8 hour days) of sick leave are taken, or three (3) shifts (or seven 8 hour days) of sick leave are used within 120 day period, or any time that abuse is reasonably suspected. This slip must be from a licensed MD, DO, ARNP, PA, or Chiropractor, that was on duty at a licensed office, clinic, or hospital. Any cost of obtaining this slip will be the responsibility of the employee. The physician slip, when requested, must be presented at the start of the employee's next scheduled shift. If prior arrangements have been made for personnel to take sick time with the Chief's approval, then no doctor's slip will be required.

Section 7. For each quarter, in a fiscal year, in which an employee uses no sick leave, an hourly employee assigned to 40 hours or a salaried employee, can convert four (4) hours of his or her sick leave into vacation time; shift personnel are allowed to convert 8.75 hours. If an employee uses no sick leave during any four consecutive quarters, the District will award him or her a bonus of twelve (12) hours of additional vacation leave or of pay for a 40-hour or salaried employee and 24 hours of vacation time or pay for shift personnel. Once the incentive is issued the quarter count will start over.

The fiscal year will begin with the first pay period in October and end with the last pay period in the following September.

Section 8. The Federal Family & Medical Leave Act gives "eligible" employees up to 12 weeks of unpaid, job-protected leave for certain family and personal medical reasons, as outlined in FMLA. Employees may use accrued sick and vacation leave to substitute for unpaid leave with approval of the Fire Chief.

Section 9. Employees who become ill or injured not relating to duty must return to full duty with no restrictions within twelve (12) months from the date of illness/injury. If unable to do so the employee's position will no longer be available. Options such as retirement must be chosen. This time may be extended with the approval of the Board of Commissioners.

Section 10. Employees who have exhausted their accrued sick leave and vacation leave due to personal or family illness, may receive their normal pay when, on the basis of shift exchange of duty as per Article 27, their absence is covered by another qualified employee approved by the Fire Chief.

Section 11. Employees assigned to shift that have accumulated 480 hours or more, or employees assigned to a 40 week that have accumulated 320 hours or more of sick leave may convert up to 50% of unused sick leave each quarter into Vacation Leave or Supplemental Leave as per any combination of the following examples:

- A. Accrue 36 hours per quarter if no sick leave is utilized. At the end of the quarter the member may choose 18 hours converted to Vacation.
- B. Accrue 36 hours per quarter if no sick leave is utilized. At the end of the quarter the member may choose 18 hours converted to Supplemental Leave.
- C. Accrue 12 hours per quarter if 24 hours of sick leave is utilized. At the end of the quarter the member may choose 6 hours converted to Vacation.
- D. Accrue 12 hours per quarter if 24 hours of sick leave is utilized. At the end of the quarter the member may choose 6 hours converted to Supplemental Leave.

* During the first week of January 2006, the District will make a **one-time** purchase of up-to 48 hours of accrued sick leave from any member provided the member's accrued balance does not fall below 480 hours for shift personnel and 320 hours for forty-hour employees. This buy back will be at 50% of the member's current rate and all monies paid will be placed into the member's PEHP.

Section 11. Employees, in good standing, who resign or retire after five (5) or more years of continuous service, are eligible to convert a portion of their earned accumulated sick leave at the rate of 2% each year up to a maximum of 50% after 25 years to their Post Employment Health Account by choosing one of the following options:

Example: 5 years of continuous service - 10%
 6 years of continuous service - 12%
 7 years of continuous service - 14%
 10 years of continuous service - 20%
 15 years of continuous service - 30%

Option 1: Rolled into the employee's PEHP account as per Section 11. To be eligible for this option the employee must submit written notice at least two (2) weeks prior to separation date.

Option 2: Cash out as per outlined in Section 11. To be eligible for this option the employee must submit written notice at least one (1) month prior to the separation date and receive the payment prior to separation date.

ARTICLE 22 **ANNUAL 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. Rate at which leave is earned.

| Work Type | Continuous Years of Service | Hours Earned Yearly | Hours Earned Weekly |
|-------------|-----------------------------|---------------------|---------------------|
| Hourly (40) | 0-3 | 80 | 1.54 |
| Hourly (40) | 3-5 | 100 | 1.92 |
| Hourly (40) | 5-10 | 120 | 2.31 |
| Hourly (40) | 10-15 | 144 | 2.77 |
| Hourly (40) | 15-20 | 160 | 3.08 |
| Hourly (40) | 20 and over | 200 | 3.85 |
| | | | |
| Hourly (56) | 0-3 | 120 | 2.31 |
| Hourly (56) | 3-5 | 144 | 2.77 |
| Hourly (56) | 5-10 | 168 | 3.23 |
| Hourly (56) | 10-15 | 192 | 3.69 |
| Hourly (56) | 15-20 | 240 | 4.61 |
| Hourly (56) | 20 and over | 280 | 5.39 |
| | | | |
| Salaried | 0-3 | 100 | 1.92 |
| Salaried | 3-5 | 130 | 2.50 |
| Salaried | 5-10 | 160 | 3.08 |
| Salaried | 10-20 | 180 | 3.46 |
| Salaried | 20 and over | 210 | 4.05 |

Section 3. Personnel shall schedule normal leave at least six (6) days but no more than one year in advance for 56 hour employees and 1 day but no more than one year in advance, for hourly employees assigned to 40 hours and salaried employees, unless otherwise approved by the Fire Chief or his designee.

- A. Leave shall be charged to the employee for the actual time the employee is away from

work.

- B. Three shift personnel may take any scheduled leave at the same time.

Section 4. Use of Annual Leave

- A. After six (6) months of continuous service, the employee shall be eligible to use such annual leave as earned, subject to the provisions of this Agreement.
- B. Employees who earn more than two weeks annual leave per year may, with the approval of the District, elect to receive cash payment for all annual leave in excess of two (2) weeks to be earned during that fiscal year providing: two (2) weeks minimum leave has been or is being taken at that time, and no vacation carried over from prior years shall be converted to pay. Request for payment will be submitted to the Fire Chief or designate of the intent to “sell back” annual leave by September 1st of each fiscal year.

Section 5. Requests for Annual Leave

The request for annual leave shall be submitted via the chain of command to the Fire Chief or his designee. Leave may be taken only as earned and annual leave with pay shall not be allowed in advance of being earned unless special permission is granted by the District. Requests for annual leave shall be made in minimum blocks of six (6) hours. Employees may return to duty in less than six (6) hours if overtime is not effected.

Section 6. It is the intent of this Agreement to have employees take their annual leave yearly for the period in which it is earned. Employees carrying excess leave should be afforded the opportunity to use the excess leave.

A total of 276 hours for 56-hour employees and 180 hours for hourly employees assigned to 40 hours and salaried employees, of annual leave is the maximum that may be carried over from one fiscal year to the next without the approval of the District. If the employee is not afforded the opportunity to use annual leave, the excess shall be carried in the employee's annual leave account. If the employee is afforded the opportunity to use the excess annual leave and the employee refuses or neglects to take the leave, the time will be forfeited.

Section 7. Employees separated from service shall be paid in a lump sum for all unused annual leave, except that if the employee fails to give proper two (2) weeks notice of resignation, no payment shall be required. The District may waive the two-week notice provision.

Section 8. Employees becoming sick or having a death in the family while on vacation may use sick time or funeral leave for such period of illness or death providing the employee calls the Employer at the time the sickness or death is known, to notify such change of time. This time period shall not be deducted from his/her vacation time. If the employee desires to use sick time, his/her illness must be verified by a physician.

Section 9. The Fire Chief reserves the right to deny an annual leave request if such request adversely affects District operations. The denial of a request will not be arbitrary and capricious.

ARTICLE 23

FUNERAL LEAVE

Section 1. Employees covered by this agreement shall be granted upon approval of the Fire Chief or his designee, time off at straight time rate, not to exceed Five (5) calendar days within Florida or eight (8) calendar days out of state to attend the funeral in the event of a death in the employee's immediate family, this time will not be charged against the employees sick time or vacation. Time frames may be extended with the approval of the Fire Chief or his designee.

Section 2. The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father in law, mother in law, grandparents, grandchildren, brother in law, sister in law, step-children, step-brother, step-sister, uncle, aunt, step-father, step-mother, or any ward living in the employee's household.

ARTICLE 24

LEAVES OF ABSENCES

Section 1. The Fire Chief, with the approval of the District, may grant a permanent employee a leave of absence without pay for 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 or as necessary under provision of Article 40 of this agreement.

Section 2. Approved leaves of absence 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's leave of absence and the employee shall not accrue benefits or seniority during the leave.

ARTICLE 25

MATERNITY LEAVE AND ASSIGNMENT DUTIES DURING PREGNANCY

Section 1. The employee must be a permanent employee to be granted maternity leave or assignment during pregnancy, unless otherwise authorized by the District.

Section 2. Employee will provide the Department with verification from a physician of employees pregnancy and ability to continue normal duties. The employee will be permitted to continue normal working duties unless otherwise advised by her physician.

Section 3. At the employees' request or at the direction of their attending physician, the affected employee will be placed on "Light Duty", if available. Light Duty will consist of;

- A. Work hours consisting of Monday through Friday, 0800- 1700 or as assigned by the supervisor and approved by the Fire Chief.
- B. Miscellaneous Fire Department duties, none of which will consist of duties as restricted by the employee's physician.

Section 4. Employee will be allowed to continue working Light Duty, without reduction in regular pay including incentives, up to her delivery date unless otherwise advised by her physician. Employee will be converted to 40-hour employee for accrual and use of vacation and sick time.

Section 5. Upon date of delivery, or sooner on physician's advice, employee will be permitted to use first her accumulated sick leave and then her accumulated annual leave, for up to a twelve (12) week period as per the Family Medical Leave Act. During this period of time, employee will retain all rights and benefits contractually due her.

Section 6. Should employee not have enough accumulated sick or annual leave to cover her maternity leave, the District may elect to grant said employee "Leave of Absence", without pay, for the remaining time left of employees' maternity leave. The employee will continue to receive all other benefits due her during the leave of absence.

Section 7. Upon returning to work, employee must present a statement from her physician indicating that she is physically able to return to work without limitation, excluding light duty.

Section 8. Any employee whose wife gives birth will be granted paternity leave up to a twelve (12) week period as per the Family Medical Leave Act.

ARTICLE 26

LIGHT DUTY ASSIGNMENT

Section 1. The employee must be a "permanent" employee (not probationary) to be assigned to light duty unless otherwise authorized by the District.

Section 2. The employee will provide the District with verification of the need for light duty from a physician regarding the employee's temporary inability to continue normal duties.

Section 3. At the employee's request, or at the direction of his/her attending physician, the employee will be placed on light duty if available and with the approval of the Fire Chief. Light duty will consist of miscellaneous fire department duties, none of which will consist of duties that are restricted by the employee's physician.

Section 4. Work hours are Monday through Friday 8:00 to 17:00 or as assigned by the supervisor and approved by the Fire Chief. A light duty employee who works over 40 hours a week is entitled to overtime pay.

Section 5. Employees will be allowed to continue working light duty, without reduction in regular pay including incentives while functioning in his/her light duty capacity. An employee can work light duty for any period up to ninety (90) days from the time his/her light duty began. He/she will be converted to a 40-hour employee for accrual and use of vacation and sick time. This time may be extended with the approval of the Board of Commissioners.

Section 6. A light duty employee gets holidays off with 8 hours of pay.

Section 7. Upon release to normal duties by the employee's personal physician, the employee may then be required to be cleared for return to normal duties by the Department Physician (at department expense). The employee must present a written statement from the Department Physician indicating that he/she is physically able to return to work without limitations.

ARTICLE 27

EXCHANGE OF DUTY

Section 1. Employees may be allowed, with the approval of the District Chief, 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. Employees exchanging duty must be acceptable to the District Chief from the shift of the requesting employee.
- C. Employees that utilize trade time that has been approved with a stipulation of not creating overtime at the time of approval because the other employee is not of the same position (ie: Paramedic for EMT), they must be available to report for duty or the time will be charged to vacation or sick if the employee does not have enough vacation time available.

Section 2. In no circumstances shall the District be liable for any shift exchange in which an employee fails to pay back the exchange. Rather, all liability for time, overtime restrictions under FLSA, and/or any remedy shall be the responsibility of the trading employees and the District shall in no way be involved or responsible.

Section 3. Probationary employees, excluding those serving a probationary period due to promotion, will not be permitted to exchange duty days until they have accumulated six (6) months of continuous full time service to the District, unless special permission is granted by the Fire Chief or his designee. (As a rule, those probationary employees with less than 6 months service will be permitted to exchange duty with other probationary employees of the same status.)

Section 4. The employee normally scheduled to work will ultimately be held responsible for loss of time associated with a "no show". The loss of time may be charged to vacation or sick time at the employee's request. The employee who agreed to work will be responsible for any discipline imposed.

Section 5. The Fire Chief or designee reserves the right to deny an exchange of duty request if such request adversely affects District operations. The denial of a request will not be arbitrary and capricious.

ARTICLE 28

ON-THE-JOB-INJURY

Section 1. Employees covered by this Agreement who are injured on the job or become sick because of work-related illness and whose condition requires treatment by a physician, hospitalization, or may not be able to complete their normal workday/shift because of illness or injury, shall use the "Managed Care Arrangement" (MCA) with the District's current Worker's **Compensation Insurance Provider.**—

Section 2. Injured employees will receive full compensation as provided by the contract agreement for a period of up to 120 days from the time of injury or when the department's Long Term Disability Policy takes affect. After this period employees will receive what is paid by **Workers Compensation (66.6 %), and the Long Term Disability Policy (33.3).**

Section 3. The above sections shall also apply to employees covered by this Agreement who are injured while acting in a departmental capacity other than their regular shift period.

Section 4. If an employee is unable to return to their regular duties (or light duty as per Article 26, Section 5) with no restrictions within twelve (12) months of the date of injury, the employees' job will no longer be available for them to return to. Options such as retirement, disability, and others must be chosen. This time may be extended with the approval of the Board of Commissioners.

ARTICLE 29

SAFETY

Section 1. The District agrees that safety for firefighting personnel be given the highest consideration with respect to purchase of equipment, procedure implementation, training methods and shift manpower. Therefore, the District and the Union shall appoint at least four (4) members to the Occupational Safety and Health Committee, but the committee may be larger so long as it is represented equally by labor and management. This committee shall meet at least every two (2) months, or as mutually agreed upon by both parties, and discuss safety and health conditions; also review and make recommendations to the District prior to purchase of protective and safety equipment, and to recommend procedures conducive to the highest standards of firefighter safety and health. The District shall appoint two (2) representatives and the Union shall appoint two (2) representatives to form this committee.

Section 2. Employees participating in the committee shall be compensated at their regular wage while engaged in activities associated with/assigned by the committee as outlined by Florida State Law.

Section 3. Heat stress activity schedule

- A. The heat stress index to be used will be the chart from the National Fire Academy, with daily temperature readings to be taken from the weather channel.
- B. As outlined in the above-mentioned chart, when the humidity reaches 90-105, which falls into the extreme caution category. When outdoor activities are conducted it will be under controlled conditions with breaks provided every 30 minutes in shaded areas with fluids available for all personnel.
- C. When the humidity reaches the danger category (105-130), outdoor training should be curtailed at the discretion of the officer in charge. When outdoor activities are conducted it will be under controlled conditions with breaks provided every 30 minutes in shaded areas with fluids available for all personnel.

| Heat Stress Index | | Relative Humidity | | | | | | | | | |
|-------------------------------|-----|-------------------|-----|-----|-----|-----|-----|-----|-----|-----|--|
| | | 10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 90% | |
| Temperature Degrees Farenheit | 104 | 98 | 104 | 110 | 120 | 132 | | | | | |
| | 102 | 97 | 101 | 108 | 117 | 125 | | | | | |
| | 100 | 95 | 99 | 105 | 110 | 120 | 132 | | | | |
| | 98 | 93 | 97 | 101 | 106 | 110 | 125 | | | | |
| | 96 | 91 | 95 | 98 | 104 | 108 | 120 | 128 | | | |
| | 94 | 89 | 93 | 95 | 100 | 105 | 111 | 122 | | | |
| | 92 | 87 | 90 | 92 | 96 | 100 | 106 | 115 | 122 | | |
| | 90 | 85 | 88 | 90 | 92 | 96 | 100 | 106 | 114 | 122 | |
| | 88 | 82 | 86 | 87 | 89 | 93 | 95 | 100 | 106 | 115 | |
| | 86 | 80 | 84 | 85 | 87 | 90 | 92 | 96 | 100 | 109 | |
| | 84 | 78 | 81 | 83 | 85 | 86 | 89 | 91 | 95 | 99 | |
| | 82 | 77 | 79 | 80 | 81 | 84 | 86 | 89 | 91 | 95 | |
| | 80 | 75 | 77 | 78 | 79 | 81 | 83 | 85 | 86 | 89 | |
| | 78 | 72 | 75 | 77 | 78 | 79 | 80 | 81 | 83 | 85 | |
| | 76 | 70 | 72 | 75 | 76 | 77 | 77 | 77 | 78 | 79 | |
| | 74 | 68 | 70 | 73 | 74 | 75 | 75 | 75 | 76 | 77 | |

Note: Add 10 Degrees F when protective clothing is worn & 10 Deg. when in direct sunlight.

| Humiture Degrees Fahrenheit | Danger Category | Injury Threat |
|-----------------------------|-----------------|--|
| Below 60 Degrees | None | Little or no danger under normal Circumstances |
| 80 - 90 Degrees | Caution | Fatigue possible if exposure is prolonged and there is physical activity |
| 90 - 105 Degrees | Extreme Caution | Heat cramps and heat exhaustion possible if exposure is prolonged and there is physical activity |
| 105 - 130 Degrees | Danger | Heat cramps or exhaustion likely, heat stroke possible if exposure is prolonged and there is physical activity |
| Above 130 Degrees | Extreme Danger | Heat stroke imminent |

ARTICLE 30

INSURANCE

Section 1. The present Life Insurance policies for the employees shall continue to be provided by the District and the District will also continue to provide the Health and Dental Insurance that it currently provides for its employees and their families. This policy includes a deductible of \$250.00 per person with a maximum of two deductibles (\$500.00) per family, per calendar year. Further, the maximum out-of-pocket, per plan year, is \$2,500 per person, with a maximum of one (\$2,500) per family.

It is understood and agreed that because of changes within companies, coverage, rates, or other developments within the insurance industry, it may be necessary to make changes in policies, carriers, or terms of the contract so long as the general level coverage of insurance remains the same.

Section 2. Due to the ever changing costs to provide insurance, any time a rate increase of fifteen percent (15%) or more is incurred; this article will be automatically opened for renegotiation.

Section 3. For the total claims for each plan year covered by this agreement, as an incentive to good health, an incentive bonus will be contributed to each employee's PEHP account based on the following schedule and the maximum reinsurance claim limit. For example on 12/15 contracts, the run out period would be the final three months of the 15-month period.

- If actual claims are less than 95% of expected claims the bonus amount will be \$25
- If actual claims are less than 90% of expected claims the bonus amount will be \$50
- If actual claims are less than 85% of expected claims the bonus amount will be \$75
- If actual claims are less than 80% of expected claims the bonus amount will be \$100
- If actual claims are less than 75% of expected claims the bonus amount will be \$125
- If actual claims are less than 70% of expected claims the bonus amount will be \$150
- If actual claims are less than 60% of expected claims the bonus amount will be \$200
- If actual claims are less than 50% of expected claims the bonus amount will be \$250

This bonus will be contributed in the month of January of each year. In order to qualify for this bonus the member must have been actively employed on October 1st of the plan year and remain actively employed through September 30, of the same plan year, and be a participant in the insurance plan.

Section 4. The Union and Management agree that the health care committee that has been established will continue to meet to examine alternatives to our methods of providing health care insurance. This committee will continue to have representation of both management and the union. Any changes recommended by this committee will require negotiation unless the general level of coverage remains the same.

ARTICLE 31

CIVIL SUITS

The District will automatically undertake the defense of any employee against civil damage suits arising out of the scope of their employment, which are not caused by intentional or grossly negligent acts. The District will indemnify all employees against any judgments levied against them as a result of their action while acting in the scope of their employment, i.e. in the line of duty, when such judgments are not occasioned by the employee's intentional or negligent act.

ARTICLE 32

UNIFORMS

Section 1. The current practice of the Department furnishing all uniform necessities to include sweatshirts (except socks and underwear) will be continued.

Section 2. All employees who are current members of the Union shall be permitted to display their Union pins on their uniforms, to be worn centered one inch above the employee's name tag.

Section 3. The District shall continue to provide the initial clothing and protective devices currently supplied, or their equivalent, and initial safety equipment currently supplied, without cost to the employee, as well as replacement for issued supplies damaged through normal wear and tear, not lost or stolen, through negligence of the employee.

ARTICLE 33

STATION AND LAWN MAINTENANCE

Employees covered by this agreement shall not be required to perform lawn maintenance on any property, other than where there are fire stations, unless special circumstances exist and it is a request of a Chief Officer. Furthermore, employees shall not be required to perform any other janitorial duties except those specifically confined to the fire station.

ARTICLE 34
EDUCATION LEAVE AND COSTS

All education leave and education costs, for which the employee seeks reimbursement by the District, must be approved by the employee's District Chief, the Training Division, and the Fire Chief.

An employee on probationary status (excluding probationary period from promotion) may submit a request for education leave only after six months of continuous full time service.

I. EDUCATIONAL PROGRAM PROGRESSION

To ensure that employees begin on a positive progressive tract from the beginning of their career, a specific progression of course work will enable employees to begin with the basic skills required of a fire fighter to the various upper level education required of chief officers.

Courses will be paid for (if approved) according to the following schedule of courses, certifications, and rank eligibility. The courses required of the certifications should be taken in the stated order prior to progressing to the next educational area.

- | | |
|--------------|--|
| Firefighter: | <ol style="list-style-type: none">1. Florida Fire Apparatus Operator2. Florida Fire Inspector3. Florida Fire Officer 14. Florida Instructor 1 |
| Lieutenant: | <ol style="list-style-type: none">1. All fire/EMS related course work towards the completion of an Associates Degree. * Current Lieutenant's must meet minimum requirements for their position prior to being approved for any other training courses. |
| Captain: | <ol style="list-style-type: none">1. All fire/EMS related course work towards the completion of a Bachelors Degree. |

II. EDUCATION PRESCRIBED BY THE MANAGEMENT

All costs for education that is prescribed by the management shall be paid for by the District. If the employee fails to complete the course, he/she may be required to cover the costs lost to the District as a result of his/her failure to complete the course.

The District shall pay meals at the values set forth per IRS guidelines.

If a personal vehicle is authorized, the District will reimburse the current mileage allowance rate that is specified in IRS guidelines.

If the employee attends school in addition to working their regular shift, they will be paid for their time in school.

If the employee attends school during or in lieu of working his regular shift, they will receive regular pay only.

III. EDUCATION REQUESTED BY EMPLOYEE

Employees requesting education leave and/or reimbursement of costs must complete an Education Request Form and submit it to the Fire Chief's office at least 6 days prior to the course (unless reduced time is approved by the Fire Chief or designee).

A. Job Related Education

If the employee attends school in addition to working his regular shift, he/she will not receive additional pay. If the employee attends school during or in lieu of working their regular shift, the employee must either arrange trade time or other leave time.

The District may agree to reimburse employee for certain costs upon proof of completion. For those courses receiving a grade, it must be a 'C' or better. If the District prepays for any costs and the employee does not satisfactorily complete the course, the District will hold the employee responsible.

Costs normally reimbursed to the employee are registration fees and course cost. If the course is not local (for the purposes of this article, local is defined as the tri-county area of Pinellas, Hillsborough, and Pasco County), the District will also pay for lodging and mileage (from the District to the school location and back only.) If the employee does not wish to keep his/her books, the District may agree to reimburse the cost of the books for inclusion in the Department library. The books at the station are available to persons attending school for their use if they do not wish to have their own.

Receipts must be submitted for registration fees, course costs, books, and lodging. Mileage is paid at the current mileage allowance rate that is specified in IRS guidelines. Meals are not reimbursable. Costs for obtaining credits where they are in addition to course cost are not reimbursable.

B. Non-Job Related Education

If the employee attends school during or in lieu of working his/her regular shift, he/she must arrange trade time or other leave time.

IV. EDUCATION LEAVE

The District agrees to grant each employee up to 72 hours paid educational leave per fiscal year for job related classes he/she may attend during normal working hours. A request for this time off shall be made by the employee at least 6 days prior to attending the class and must be approved by the Shift Commander. It is understood that no more than 24 hours of this time may be carried from one fiscal year to another. It is also understood that this time will not be accumulative, therefore an employee will never have more than 96 hours available. It is further understood that this time is not reimbursable at time of separation from employment. In the event that this time off will cause a manning problem because of an epidemic or other type situation occurring that would prevent the District from meeting current standard manning, then the Fire Chief or his designee is authorized to withdraw the granting of this leave. The withdrawal of this leave by the Fire Chief will not be arbitrary or capricious.

When an employee uses education leave, it must be taken in blocks of six (6) hours or more. Employees may return to duty in less than six (6) hours if it does not effect overtime and will be charged only those hours used. The employee must resubmit the corrected request forms.

V. SPECIALIZED EDUCATION

The District and the Union agree that there may be specialized training and education available to employees that may benefit the District and the employee and the district may want to reimburse such costs. In such event the following parameters shall be followed for the respective program.

A. Paramedic Training

1. If an employee wishes to attend paramedic school, the District may agree to pay the course costs associated with the paramedic program provided that the following criteria is met:

- i. The employee must have met any prerequisites associated with the program.
 - ii. The employee must be accepted into the program.
 - iii. Upon completion of the program, the employee must attain the State Paramedic Certification and any and all local certification requirements.
 - iv. The employee must remain working as a Paramedic within the department for a period of two (2) years. If the employee does not remain working for the district as a paramedic for the 2 year period, he/she shall reimburse the District for all fees that the District has paid.
2. In the event that there are more employees interested in attending paramedic school than there are available funds the selection will be made as follows:
 - i. The employee must meet the requirements in V.A.1.i and V.A.1.ii of above,
 - ii. The employee shall meet with a panel consisting of the Fire Chief (or his representative), one Lieutenant/Paramedic, one FF/Paramedic, and one outside member of the EMS field. The LT/PM and FF/PM shall be appointed by the Union and a fifth member will be chosen from the 4 other committee members.
 3. Fees and course costs will be paid to the educational institution at the beginning of each semester. In the event that the employee does not successfully complete with a "C" or better the employee shall reimburse the department.
 4. Assignment as a paramedic after completion and certification will be based on Article 36 of this agreement and availability of positions.

ARTICLE 35

NEW JOB CLASSIFICATION

Should the District establish new job classifications within the Fire Department that are to be in the bargaining unit, the District shall, no less than thirty (30) days prior to staffing such classification, provide written notice to the Union of the establishment of such classification, and if requested, bargain with the Union concerning wage rates, benefits and hours of employment for such classification.

ARTICLE 36

PARAMEDICS

Section 1. A paramedic is an employee within the District's Fire Department who is assigned by the Department and certified by the State of Florida.

Section 2. The title of "Paramedic" is not a separate job classification within the Fire Department, and those employees assigned as Paramedics shall continue in the rank they hold while being assigned as "Paramedics".

Section 3. Assignment and Removal as Paramedic

- A. The assignment of employees as Paramedics shall be at the discretion of the Department.
- B. The removal of the assignment as Paramedic shall not be subject to the contractual grievance procedure when the removal is based on the judgment of the medical community with whom the Paramedic works.
- C. The removal of the assignment as Paramedic shall be subject to the contractual grievance procedure only if such removal is based on a determination by the Department that the employee is guilty of a breach of discipline or the Paramedic was not performing to the standards of the Department.

Section 4. Lieutenant Paramedics

Lieutenant Paramedics may be assigned as the only 'A' list Paramedic or the only Paramedic on a unit for short periods of time when staffing multiple paramedics is a problem. The assignment would be for no more than six (6) hours unless approved by both the District Chief and the Lieutenant in question.

Possible reasons for assigning lieutenants as the only paramedic or 'A' list paramedic could include, but are not limited to, the following

- During short periods of in house training, meetings, negotiations, formal interviews, or personnel leaving on sick leave in the middle of the night in order to keep as many units available as possible.

There may be circumstances when a paramedic Lieutenant will be assigned with a 'B' list paramedic for long periods of time, (i.e. several shifts). An example of this would be when the Lieutenant feels very comfortable with the skills of the 'B' list paramedic, but that paramedic is not quite ready to have their status changed to the 'A' list for some reason. Such assignment would only be done if approved by both the District Chief and the Lieutenant in question.

Section 5. Paramedic Pay

- A. The District shall pay to all persons who are assigned and actually functioning as paramedics the sum of 15% per year above their base rate.

- B. Lieutenants that are also Florida State Certified Paramedics and that are certified to function as a paramedic in Pinellas County by the County Emergency Medical Director will receive the sum of 4% per year above their base salary.

Section 6. No employee with the above certification shall be held ineligible to participate in promotional exams held in the Fire Department.

ARTICLE 37

ACTING IN A HIGHER CAPACITY

Section 1. The following qualifications shall be required of a Firefighter to act in the capacity of a Lieutenant.

- a. A Firefighter acting as Lieutenant shall meet the minimum requirements for Lieutenant as defined in Article 13 Section 2.C.1.. Except that the time shall be three years service with this department and also as defined in Article 13 Section 2.D.4.
- b. Those eligible to act may do so at the discretion of the on duty District Chief.

Section 2. The following qualifications shall be required of a Lieutenant to act in the capacity of District Chief

- a. A Lieutenant acting as District Chief shall meet the minimum requirements for Captain as defined in Article 13 Section 2.C.2. and 2.D.4.
- b. Those eligible to act may do so at the discretion of the on duty District Chief.

Section 3. When an employee is assigned in an acting capacity to a higher position, he/she shall receive 10% above their current rate of pay. When a firefighter is assigned to the position of Acting Lt. or a Lieutenant to the position of Acting District Chief for a period of 30 days or more, they will be considered a Lt. or a D/C for overtime purposes only on their assigned shift. This acting pay will be paid weekly.

Section 4. If there are no personnel that meet the requirements for an acting position as outlined in sections 1 and 2 above, the District reserves the right to select someone from that shift that it feels is capable of the position of acting in a higher capacity.

Section 5. Personnel that are currently on our active promotional list for the position in which an acting officer is needed shall receive first consideration for acting in a higher capacity position on their assigned shift.

ARTICLE 38

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The District recognizes that there are many problems that can have an adverse effect on an employee's job performance. Some of these include the misuse of alcohol and other drugs, emotional problems and family conflicts, as well as a wide range of other personal and job related issues.

Section 2. Its employees are the District's most important resource, and the District 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 District recognizes that most personal problems respond to counseling or treatment that enables the employee's performance to return to a satisfactory level.

Section 4. It is the employee's responsibility to demonstrate satisfactory job performance.

Section 5. Self-referral by employees to the EAP is encouraged.

Section 6. The unauthorized use, sale, purchase, or possession of alcohol or controlled substance 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 an employee's mental or physical capacity, will not be tolerated. When there are reasonable grounds to believe that the employee is under the influence of alcohol or drugs, the supervisor may direct the employee to submit to 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 job performance is strongly encouraged to contact the department's Drug Free Workplace Medical Review Officer as outlined in Appendix C of this document.

Section 7. The supervisors' key role is the monitoring of job performance. They are encouraged to refer employees to the EAP when job performance problems do not respond to regular supervisory actions.

Section 8. Supervisors should not diagnose employees' problems. A referral to the EAP for assessment does not imply a diagnosis by the supervisor.

Section 9. Employees 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. In order to ensure confidentiality and privacy, EAP records belonging to the EAP organization will not be included in an employee's personnel file or reviewed with the employee's supervisor, without the express written consent of the employee.

Section 11. A request for help with personal problems will not jeopardize an employee's job

security or promotional opportunities.

Section 12. In addition to service provided within the EAP, an employee with personal problems qualifies for benefits as described in the employee's benefit plan, if any benefits exist.

ARTICLE 39

SUBSTANCE USE AND TESTING

The District and Union agree that the Department will adopt a drug-free workplace program, which is in compliance with Florida Statutes 440 and is included as Appendix C. Although random drug testing is authorized in the Statute, the District agrees that random testing will not be done during the period of this agreement.

ARTICLE 40

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 41

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, such clause or clauses only, to the extent only that any may be so in violation shall be deemed of no force and effect and unenforceable, without impairing the validity and enforce ability 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 District or the Union of the rights covered by this agreement shall not be deemed to waive any such right or the right to exercise them in some other way in the future.

Section 3. In the event of invalidation of any article or section, both the District and the Union agree to meet within thirty (30) days of such determination for the purposes of arriving at a mutually satisfactory replacement for such articles or sections.

ARTICLE 42

EXTENSION OF CONTRACT AGREEMENT

In the event that the District and the Union have not agreed upon the terms and conditions of employment for a subsequent contract then the terms and conditions of the existing agreement will remain in full force and effect, without prejudice, until the consummation negotiations and execution of said later agreement.

ARTICLE 43

DEFERRED COMPENSATION

The District agrees to pay any administrative costs related to payroll deduction. The Union will indemnify and hold harmless the District, its officials, employees, and agents from any and all other costs or liability associated with or arising from the operation of the Deferred Compensation Plan or any person's membership in it. All decisions concerning investments will be between the individual employee and the provider of the Plan. The District will not be held responsible for results of investments made by employees. The Plan will in all respects be maintained and operated by the Union and the District shall have no involvement except as herein provided.

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ARTICLE 44

DRIVER/ENGINEER

Section 1. The District and the Union agree that in the interest of the safety of all personnel, and to insure the proper use of all fire apparatus, the most qualified personnel should drive and operate the fire apparatus of this department.

Section 2. There will be a minimum of 1 Driver/Engineer for each engine or combination type apparatus, including squad, and ladder truck, regularly staffed by the District for each shift. The District reserves the right to certify more than the minimum number required to help avoid staffing problems and allow for the use of available staffing. The District also reserves the right to use acting Driver/Engineer's in the absence of regularly scheduled certified Driver/Engineers.

Section 3. To be eligible for assignment as Driver/Engineer you must have completed probation and have passed a 40 hour, or greater, pump operators course that compares to the outline of the Florida State Bureau of Fire Standards and Training. All Driver/Engineers must also be E.V.O.C. certified and demonstrate an acceptable skills level on the apparatus assigned, as well as, achieved a passing score on a written exam should it be required.

Section 4. Acting Driver/Engineer's will have successfully completed probation, be E.V.O.C. certified, and will have demonstrated acceptable driving, pump operating, squad operation and aerial operating (if applicable) skills to the Fire Chief, Training Officer or their designee.

Section 5. Driver/Engineers will receive an additional 4% per hour in addition to their base pay while working in this capacity.

Section 6. Driver/Engineers are responsible for the maintenance and repair of small items and equipment assigned to their apparatus (i.e.: including but not limited to small generator oil changes, replacement of light bulbs, small tool repairs).

Section 7. D/E Incentive Pay will be paid weekly based upon Article 17, Section 14.

ARTICLE 45

REIMBURSEMENT FOR USE OF PERSONAL VEHICLE

The use of privately owned vehicles for official travel, in lieu of Department owned vehicles, may be authorized by a supervisor. Whenever travel is by privately owned vehicle, the traveler shall be entitled to the current mileage allowance rate that is specified in IRS guidelines.

If a firefighter is required to make a move to another duty station, using their POV, after they have already reported for duty, then the District will reimburse them for that additional mileage.

An employee should complete the Mileage Reimbursement Request form, have it approved by the supervisor and forward it to the Bookkeeper who will accumulate the requests until the end of the fiscal year (September 30th). Only at this time will the reimbursement check be issued, unless otherwise directed by the Fire Chief.

ARTICLE 46

FITNESS/WELLNESS

Section 1. The District and the Union agree that maintaining a high level of wellness for all employees is a priority. The District and the Union agree that in order to maximize the wellness level of all employees a pro-active approach is necessary. The District and the Union agree that the IAFF and IAFC's joint recommendation on wellness will be the guide for this departments wellness program.

Section 2. Prior to participating in any wellness program, all employees will have a physical to ensure that they are physically able to undergo a fitness/ wellness assessment. Once per year all employees will have a complete fitness/ wellness assessment done by a certified fitness trainer. This assessment will follow, as close a possible, the outline for fitness/ wellness assessments as determined by the joint IAFF/ IAFC recommendation.

Section 3. The District will provide fitness equipment necessary for employees to improve their current fitness/ wellness level. This equipment will be available for both on and off duty use. The District will make every effort to provide time during the workday for all employees to exercise to improve or maintain their fitness/ wellness level. However, at no time will any unit go on "delayed response" or "out of service" to achieve this. The District will allow station exchanges so crews may exercise at a larger/better equipped facility. The District and the Union agree that in order to effectively improve and or maintain an adequate fitness/ wellness level, an off duty commitment is encouraged.

Section 4. Once per year there will be a fitness test for all employees. This test will follow, as close as possible, the test outlined in the joint IAFF/ IAFC recommendation. The test will be broken down into eight (8) separate evaluations. Employees who score 'average or higher' for all eight components will receive a \$350 bonus. Employees who score 'average or higher' in six (6), but not all eight components will receive a \$250 bonus.

ARTICLE 47

ALTERNATIVE RETIREMENT PLAN

Section 1. All personnel hired prior to January 1, 1996 will remain in the Florida Retirement System.

Section 2. All personnel hired on or after January 1, 1996 will be placed in an alternative retirement plan which will meet or exceed the minimum benefit provisions of Chapter 175, Florida Statutes. These benefits will be described in a printed plan document.

Section 3. This plan shall be administered by a five (5) person Board of Trustees which is composed of two (2) residents of the District who are appointed by the District Board of Commissioners, two (2) members of the Plan who are elected by the membership, and a fifth member who is elected by the other four Board of Trustees and appointed by the Board of Commissioners as a ministerial duty.

Section 4. The two (2) members that serve on the pension board will each be allotted up to forty eight (48) hours of leave each fiscal year. These members may utilize this time for attending conferences, seminars, etc.

Section 5. All changes to this plan will need to be negotiated.

ARTICLE 48

INCENTIVE PROGRAM

Section 1. Each firefighter shall be paid an educational incentive as identified below. Payment shall commence after the District has been furnished with proof of certification from the certifying agency. In the event that the employee loses a certification or fails to re-certify, incentive payments shall be discontinued.

Section 2. The District shall not be responsible for reimbursement of re-certification costs.

| Certification | Amount |
|--|---------------|
| Florida Fire Officer I | \$50.00/month |
| Florida Fire Inspector | \$50.00/month |
| Florida Fire Instructor (one only) | \$30.00/Month |
| Florida Fire Investigator | \$50.00/month |
| Florida Apparatus Pump Operator | \$37.00/Month |
| SCBA Technician (1) | \$30.00/Month |
| Department Supply (1) | \$30.00/Month |
| Vehicle Maintenance (1 per shift max) | \$30.00/Month |
| Car Seat Technician (2 per shift max) | \$10.00/Month |
| EMS Report Reviewer | \$85.00/Month |
| Explorer Advisor (max of 3 - selected by the Fire Chief) | \$20.00/Month |

Section 3. Certifications that may be equivalent to those listed above; i.e. National Fire Academy's Arson Investigation Program will be evaluated on a case-by-case basis for incentive applicability. A comparison to the number of hours, course content, and requirements for certification will be considered.

Section 4. The Public Education/Information Officer shall be paid an educational incentive as identified below. Payment shall commence after the district has been furnished with proof of certification from the certifying agency. In the event that the employee loses a certification or fails to re-certify, incentive payments shall be discontinued.

| COURSES/CERTIFICATIONS | Amount |
|---|-------------------|
| Clowning for Safety or Advanced PIO (FEMA), Presenting Effective Pub. Ed. Programs*, Management of Fire Prevention Programs* *NFA Courses | \$30.00 per month |
| Community Education Leadership*, Strategic Analysis of Community Risk Reduction* *NFA Program/Course | \$30.00 per month |

Section 5. Those bargaining unit members who function as hazardous materials team members shall receive \$50.00 per month above their base rate.

Section 6. Those employees assigned as mentors under the departments mentoring plan will receive \$25.00 per month for actual time served as a mentor.

ARTICLE 49

LONGEVITY PROGRAM

Section 1. Longevity will be paid as a lump sum payment based on years of service as per the following schedule:

- 10 to 14 years of service - \$500.00
- 15 to 19 years of service - \$1000.00
- 20 to 24 years of service - \$1500.00
- 25 + years of service - \$2000.00

Section 2. Longevity payment amounts will be calculated on time served from October 1st of each fiscal year backwards to the beginning of the employee's tenure. Longevity will be paid only when the employee has exited the step plan in their grade, the employee has not had a step increase in the previous twelve (12) months, and the employee has attained at least ten (10) years service with the department (at no time will an employee receive both a step increase and longevity increase in the same fiscal year).

Section 3. Longevity payments will be made on December 1 (or the next full pay week following this date) of each year.

ARTICLE 50

SUPPLEMENTAL LEAVE

Section 1. All Supplemental leave accounts will be zeroed out the first week of September each year. All supplemental leave hours will be converted at the employee's current rate of pay and rolled into the employees personal PEHP-Insurance Premium Reimbursement Account.

ARTICLE 51

POST EMPLOYMENT HEALTH PLAN

Section 1. The District and the Union have established a Post Employment Health Plan to help future retirees fund a health care plan. The plan will be established using the Nationwide Insurance plan, which is sponsored by IAFF and meets IRS Code 4 501(c)(9). The plan will be funded as outlined within this agreement. Individual accounts will be established for each member with each member having control over their own accounts. There are two (2) accounts per member, the Universal Reimbursement Account and the Insurance Premium Reimbursement Account. The only obligation of the District and Union is to ensure contractual funding obligations are met. Any gains or losses will be the responsibility of the employee.

Section 2. UNIVERSAL REIMBURSEMENT ACCOUNT

- A. The District agrees to fund each member's account at 1.5% of top firefighter pay annually at the beginning of each calendar year.

Section 3. INSURANCE PREMIUM REIMBURSEMENT ACCOUNT

- A. During the month of January each year, any good health bonus earned under Article 30 will be distributed to each account.
- B. During the month of September each year, any accumulated Supplemental Leave will be rolled into each account accordingly as outlined in Article 51.
- C. Upon separation from the District, the employees' accumulated sick leave will be rolled over into their account as outlined in Article 21.

ARTICLE 99

DURATION

This Agreement shall be effective as of the 1st day of October, 2005 and continue in full force and effect until the 30th day of September, 2008. For a successor agreement, negotiations shall begin no later than April 1, 2008.

After a reasonable period of negotiations, any and all unresolved issues shall be settled in a manner mutually agreeable to the parties.

In the absence of a mutually agreeable method, as provided by law, all terms and conditions of employment contained herein shall remain in full force and effect until a successor agreement has been reached. The successor agreement shall be for a period of time commencing on October 1, 2008.

Signed this day, September ??, 2005,

Robert Shatanoff
Chairman, Board of Commissioners
Palm Harbor Special Fire
Control and Rescue District

Scott Sanford
President
Palm Harbor/Oldsmar Professional FF's
I.A.F.F. Local 2980

Norman Atherton
Vice-Chairman, Board of Commissioners
Palm Harbor Special Fire
Control and Rescue District

Howard Levinson
Secretary/Treasurer
Palm Harbor/Oldsmar Professional FF's
I.A.F.F. Local 2980

APPENDIX A

PAY PLAN

| YEAR | 2005-06 | 2006-07 | 2007-08 |
|-------------------------------|----------------|----------------|----------------|
| <u>FIREFIGHTER/EMT</u> | | | |
| 0 through 1 | 34,066 | 35,429 | 36,846 |
| 1 through 2 | 35,770 | 37,201 | 38,689 |
| 2 through 3 | 37,384 | 38,879 | 40,434 |
| 3 through 4 | 39,610 | 41,195 | 42,843 |
| 4 through 5 | 41,990 | 43,670 | 45,416 |
| 5 through 6 | 43,725 | 45,474 | 47,293 |
| 6 through 7 | 45,457 | 47,276 | 49,167 |
| 7 through 8 | 47,191 | 49,079 | 51,042 |
| 8 through 9 | 48,924 | 50,882 | 52,917 |
| 9 through 10 | 50,658 | 52,685 | 54,792 |
| <u>FIREFIGHTER/PM</u> | | | |
| 0 through 1 | 39,176 | 40,743 | 42,373 |
| 1 through 2 | 41,136 | 42,781 | 44,492 |
| 2 through 3 | 42,992 | 44,711 | 46,500 |
| 3 through 4 | 45,552 | 47,374 | 49,269 |
| 4 through 5 | 48,289 | 50,220 | 52,229 |
| 5 through 6 | 50,284 | 52,295 | 54,387 |
| 6 through 7 | 52,276 | 54,367 | 56,541 |
| 7 through 8 | 54,270 | 56,440 | 58,698 |
| 8 through 9 | 56,263 | 58,513 | 60,854 |
| 9 through 10 | 58,257 | 60,587 | 63,010 |

| Year | 2005-06 | 2006-07 | 2007-08 |
|-------------|----------------|----------------|----------------|
|-------------|----------------|----------------|----------------|

LIEUTENANT AND FPO

| | | | |
|-------------|--------|--------|--------|
| 0 through 1 | 50,495 | 52,515 | 54,616 |
| 1 through 2 | 53,108 | 55,232 | 57,441 |
| 2 through 3 | 55,430 | 57,647 | 59,953 |
| 3 through 4 | 57,752 | 60,062 | 62,465 |
| 4 through 5 | 60,074 | 62,476 | 64,976 |
| 5 through 6 | 62,395 | 64,891 | 67,486 |

Captain

| | | | |
|-------------|--------|--------|--------|
| 0 through 1 | 54,939 | 57,137 | 59,422 |
| 1 through 2 | 57,685 | 59,992 | 62,392 |
| 2 through 3 | 59,525 | 61,906 | 64,383 |
| 3 through 4 | 61,367 | 63,822 | 66,375 |
| 4 through 5 | 63,209 | 65,737 | 68,367 |
| 5 through 6 | 65,050 | 67,652 | 70,358 |

PEO/PIO

| | | | |
|-------------|--------|--------|--------|
| 0 through 1 | 39,042 | 40,603 | 42,227 |
| 1 through 2 | 39,946 | 41,544 | 43,206 |
| 2 through 3 | 40,851 | 42,485 | 44,185 |
| 3 through 4 | 41,757 | 43,427 | 45,164 |
| 4 through 5 | 42,662 | 44,368 | 46,143 |
| 5 through 6 | 43,567 | 45,309 | 47,122 |
| 6 through 7 | 44,471 | 46,250 | 48,100 |
| 7 through 8 | 45,377 | 47,192 | 49,080 |

| | | | |
|--------------|--------|--------|--------|
| 8 through 9 | 46,282 | 48,133 | 50,059 |
| 9 through 10 | 47,187 | 49,074 | 51,037 |

Section 1. Pay plan will take effect October 1, 2005 for all bargaining unit employees. Each employee shall be paid in accordance to the years of service in the rank they hold.

Section 2. Pay raises for Firefighter/EMT position takes effect on the anniversary of date hired. Pay raises for other positions take effect on the anniversary of the date of promotion or on the anniversary of date hired when hired into that position.

Section 3. The anniversary date for the probationary Firefighter/EMT position may be extended to coincide with any extended probation period and that anniversary date will then become the anniversary date for years of service.

APPENDIX B

DRUG-FREE WORKPLACE POLICY

The Palm Harbor Fire Department endeavors to provide a safe, healthful and productive work environment for its employees by supporting maintenance of a Drug Free Workplace as defined by the Florida Drug-Free Workplace Act, F.S. 440.101 - 440.102, the Rules of the State of Florida, Agency for Health Care Administration, Chapter 59A-24, Florida Administrative Code, Drug-Free Workplace Standards, and the Florida Department of Labor and Employment Security pursuant to the Rules for Worker's Compensation Drug Testing, 38F-9.

This Policy prohibits the use, sale, distribution, manufacture or possession of alcohol, drugs or related paraphernalia or being under the influence of alcohol and/or drugs to the extent of possible impairment, defined as having bodily concentrations exceeding the threshold levels of metabolites of any of the drugs or alcohol listed below, while on Department premises or work sites or anytime while operating Department vehicles, whether resulting from usage on or off the job, unless prescribed by a licensed physician:

To facilitate enforcement of this Policy, following an offer of employment by the Department, all job applicants are required to take and pass a drug test.

Present employees must be tested for drugs and/or alcohol under reasonable suspicion conditions, including post-accident. Florida Rules also require testing following completion of treatment or counseling for drug or alcohol abuse and with routinely scheduled fitness-for-duty exams. Refusal to submit to testing, upon request, for any of the reasons authorized by the Rules, shall subject the employee to the same disciplinary consequences as a positive test result which may include termination for cause and denial of Unemployment and Workers' Comp medical and indemnity benefits.

Analysis of specimens must be performed only by laboratories licensed or certified by the State of Florida, Agency for Health Care Administration or the Substance Abuse and Mental Health Services Administration (SAMHSA - formerly NIDA), utilizing qualified sites and employing collectors trained to follow authorized collection protocols and properly maintain legal specimen chain-of-custody.

An experienced Medical Review Officer (MRO) will review all negative and confirmed positive lab reports. Positive results shall only be reported to the Department after the MRO has ascertained that personal prescriptions or other legal substances do not account for the lab findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physicians or pharmacies identified.

Within five (5) working days of receiving written notice of a confirmed positive test result which has been verified, employees may submit any information to the Company and/or Medical Review Officer explaining and/or contesting the test results. If the Department disagrees with the employee's position, within fifteen (15) days of receipt of a formal challenge of test results, the Department must respond. If the employee wishes to maintain a challenge, within thirty (30) days of receipt of the Department's written response, the employee may appeal to a Court of competent jurisdiction or a Judge of Compensation Claims (if a workplace injury has occurred). Upon initiating a challenge, it shall also be the employee's responsibility to notify the testing laboratory which must retain the specimen until the case is settled.

All information, including interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Department, laboratories, Medical Review Officer, Employee Assistance Programs, drug and alcohol rehabilitation providers, and their agents who receive or have a access to information concerning drug test results originating from testing performed in conjunction with this Policy, is to be treated as confidential communications. Such information may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings unless release, including consultation with legal counsel, is required to defend related civil or administrative matters such as determining compensability under Chapter 440, Florida Statutes, or unless such release is compelled by a hearing officer or court of competent jurisdiction pursuant to an appeal taken under this section, or unless deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. Release of such information under any circumstances other than as set forth herein above, shall be pursuant to a written consent form signed voluntarily by the person tested. Information on drug test results shall not be released for use in any criminal proceeding against the employee or job applicant and if released contrary to this action, the information shall be inadmissible as evidence in any such criminal proceeding.

Nothing in this Drug-Free Workplace Policy is intended to prohibit prescribed use of legally obtained medications, many containing otherwise illegal substances. Because of potentially impairing side-effects which could endanger the employee, coworkers, or the public, upon being prescribed such medications all employees are encouraged to call the Department's Medical Review Officer. Current contact numbers may be obtained from any department officer or administration.

If warranted, the Medical Review Officer, without disclosing medication names or their specific purpose, will ask the Department to temporarily reassign the affected employee to less safety-sensitive duties until treatment is completed. If the contents or impairing effects of prescribed medication are not know, a current listing of narcotic-containing drugs detailed by brand or common names as well as chemical names will be posted by the Department for reference. In addition, employees may call the Medical Review Officer or lab performing the drug testing for information.

To discourage use and/or distribution of illegal drugs or alcoholic beverages in the workplace, upon reasonable suspicion, searches for alcohol, drugs or paraphernalia may be conducted of Department property or work sites of area(s) accessible to employees, including, but not limited to Department-owned vehicles, equipment, tool boxes, lockers, desks, etc. Discovered illegal items will be referred to law enforcement for disposition.

Disciplinary consequences for violating this Drug-Free Workplace Policy may include termination of employment for cause and denial of Unemployment Compensation. An employee injured and subsequently confirmed positive for drug or alcohol abuse based upon reasonable suspicion post-accident testing for having caused, contributed to, or been involved in an accident while at work may also lose medical and indemnity benefits under the Worker's Comp Act. Following confirmed drug or alcohol abuse and exhaustion of appeal rights, an employee *may* be retained at the Department's discretion if *all* of the following criteria are satisfied:

- 1) the employee was employed by the Department for a least ninety (90) days prior to the infraction,
- 2) the employee was not engaged in the sale of drugs to others or engaged in any other criminal activity, such as theft, coincident with said drug and/or alcohol abuse,
- 3) it is the employee's first offense while in the employ of the Department,
- 4) work is available to which the employee can be assigned at an appropriate pay scale, *which in the sole judgment of management*, does not, by virtue of the employee's confirmed drug and/or alcohol abuse, endanger the safety of coworkers or the general public, or pose an unreasonable security risk to Department products or property, or require additional supervision to assure required standards of productivity or work quality, at least until such time as the employee is proven by subsequent testing to no longer be abusing drugs or alcohol, and
- 5) at the employee's own expense (unless employer-provided insurance, if any, covers costs), counseling and/or treatment satisfactory to the Department's Employee Assistance Program (EAP) Administrator must be completed. If indicated, the EAP administrator will also assist employees in securing appropriate services from area providers at competitive rates and terms and shall not receive additional compensation or otherwise benefit from the employee's referral for services.

After an employee has been employed by the Company for more than ninety (90) days, a one-time exemption from this Policy's disciplinary provisions may be granted *if, prior to being notified of being selected for drug or alcohol testing*, the employee has voluntarily sought and is progressing satisfactorily in treatment or counseling for drug or alcohol abuse through providers approved by the Employee Assistance Program Administrator.

Alcohol and drug abuse are serious personal concerns for many individuals. Employees unable to cope with such problems are encouraged to get free, *confidential*, professional help by calling the Employee Assistance Program at:

Behavioral Health Managements Services, Inc.
(813) 469-5470 or (800) 878-5470

For questions regarding the Drug-Free Workplace Policy you may contact "Alcohol & Substance Abuse Prevention Programs" at (800) 329-6334, Ext. 234.

By signing below, the employee acknowledges receipt and understanding this Department Drug-Free Workplace Policy together with the following appended documents which, by reference, are incorporated herein;

Common Drugs or Medications Which May Alter or Affect Drug Test Results
Employee Assistance Program and Local Drug Rehabilitation Programs
Letter of Notification (sample - includes specific appeal procedures)

This signature (or a facsimile thereof) also authorizes health care providers to release information requested by the Medical Review Officer to corroborate legal prescriptions following a positive drug or alcohol test result.

Print Employee Name

Date

Employee Signature

DEFINING ACCIDENTS FOR PURPOSES OF ORDERING REASONABLE SUSPICION TESTING UNDER FLORIDA'S RULES FOR WORKERS' COMPENSATION DRUG TESTING

The Florida Rules for Workers' Compensation Drug Testing require participating employers to perform Reasonable Suspicion drug and/or alcohol tests on employees under conditions described by 38F-9.004, when an employer has a sincere belief that an employee is using or has used drugs, drawn from specific objective facts and reasonable inferences based on those facts in light of practical experience.

A commonly applied condition requiring Reasonable Suspicion testing states the following:

"...reasonable suspicion may be based upon evidence that an employee has caused, or contributed to, or been involved in an accident while at work."

Unfortunately, the 38F-9 Rules do not clearly define "accident" with the result that some employees aren't being tested when indicated and others are being tested inconsistently and often inappropriately. To avoid possible future claims by employees alleging they have been unfairly discriminated against, employers are encouraged to adopt a fair and impartial written policy regarding post-accident testing.

In addition to stipulating that *incidents must have occurred at work (including off-premises worksites)*, the Palm Harbor Fire Department has defined "accidents" as incidents which include one or more of the following conditions.

- Q A workers' Comp claim was (is to be) filed by the employee.
- Q Lost work time (other than for drug testing) resulted from the accident.
- Q The accident resulted in a fatality or the employee was cited by a law enforcement officer for a moving violation related to the accident.
- Q The accident, for which the employee could conceivably have been at fault, resulted in injuries to another person (employee or non-employee).
- Q The accident, even though not resulting in injuries or significant property damage, could be characterized as potentially serious. Examples include accidents resulting from the blatantly unsafe operation of dangerous machinery, motor vehicles or industrial tools. Other examples include accidents attributable to employee carelessness or negligence, which could have exposed others to secondary harm such as through the release of flammables, toxic or corrosive chemicals, bio-hazardous materials, etc.
- Q The accident, even though not immediately resulting in claimed injuries or significant property damage, is perceived by a supervisor, based on personal observation or review of an independently corroborated report from a credible source, that the accident was severe enough that medical problems, such as those that may have involved the neck, back, knees or shoulders, might later result in a Workers' Comp claim being filed by the employee.

In addition to communicating criteria for triggering post-accident reasonable suspicion testing to all supervisors, employers must also decide for which drugs to test. A 10-panel drug test is recommended under all Reasonable Suspicion conditions, including post-accident. However alcohol, which must be tested for on blood under the 38F-9 Rules, should only be ordered when there is actual suspicion of use (odor of alcohol, slurring of speech, staggering, etc.)

Remember that post-accident testing under the 38F-9 Rules are Reasonable Suspicion tests. To preclude employer liability for accidents attributable to driver impairment which might occur en route, whenever possible *Donors should be taken to the collection site* rather than being permitted to transport themselves.

APPENDIX C

SENIORITY ROSTER

| <u>Position</u> | <u>Employee</u> | <u>Date of Hire</u> | <u>Date of Last Promotion</u> | |
|------------------------|--------------------------|----------------------------|--------------------------------------|----------|
| Lieutenants: | James Fisher | 09/26/83 | 03/10/88 | |
| | Charles Anderson | 10/01/84 | 03/10/88 | |
| | Ronald Gray | 10/21/87 | 04/05/90 | |
| | Milton Smith | 03/15/88 | 07/11/91 | |
| | Chad Pittman | 08/20/92 | 07/24/98 | |
| | Craig Rogers | 10/29/87 | 08/10/00 | |
| | Keith Maciuba | 07/19/87 | 10/25/01 | |
| | Kurt Fritz | 02/22/88 | 10/25/01 | |
| | Michelle Brown | 06/29/92 | 02/21/02 | |
| | Michael Sakal | 02/03/89 | 04/24/03 | |
| | Robert Markford | 06/18/91 | 04/24/03 | |
| | Darryl Neil | 06/06/91 | 06/11/04 | |
| | Fire Prevention Officer: | Frank Lowman | 02/13/89 | 04/15/99 |
| | | James Fletcher | 10/01/84 | 12/23/99 |
| Fire Fighters: | Mark Wood | 01/18/82 | | |
| | William Swingle | 10/01/84 | | |
| | Ronald Romaguera | 07/20/87 | | |
| | Greg Nolan | 02/22/88 | | |
| | Christopher Brogan | 03/15/88 | | |
| | John Robinson | 05/18/89 | | |
| | Michael Harvey | 04/28/90 | | |
| | Larry Beers | 04/30/90 | | |
| | Barry Prindle | 06/12/90 | | |
| | Howard Levinson | 02/26/91 | | |
| | William Fisher | 06/06/91 | | |
| | Michael Albenze | 06/08/91 | | |
| | Thomas Greear | 07/22/91 | | |
| | Tony Mercer | 08/01/91 | | |
| | Phillip Ryan | 12/03/91 | | |
| | Kevin Mulligan | 04/18/96 | | |
| | Scott Tischhauser | 10/17/96 | | |
| | Nina Boone | 01/02/97 | | |
| | Mark Harris | 12/01/97 | | |
| | Firefighter continued | Rob McNaull | 07/16/98 | |
| Jason Happe | | 03/25/99 | | |
| Pete Baker | | 03/30/00 | | |
| Steve Gorby | | 04/04/00 | | |
| Scott Sanford | | 04/04/00 | | |

| | |
|-------------------|----------|
| Brent Breuer | 07/05/01 |
| Robert Zimmerman | 07/05/01 |
| Kevin Ratzmann | 04/18/02 |
| Michael Ross | 04/18/02 |
| Rodney Malpass | 05/09/02 |
| Hunter Brown | 05/09/02 |
| Jason Haynes | 08/08/02 |
| Timothy Seabolt | 08/08/02 |
| William Gonnelli | 03/27/03 |
| Chris Eisenhardt | 04/12/04 |
| Phillip Rodriguez | 04/12/04 |
| Fredrick Weschler | 04/12/04 |
| Brian Fodor | 04/12/04 |
| Charles Stovall | 05/20/04 |
| Chad Burgess | 01/20/05 |

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|----------------------|------------------|----------|
| Pub Ed/Info Officer: | Kristy Patterson | 10/04/99 |
|----------------------|------------------|----------|