

AGREEMENT



Between

THE CITY OF PINELLAS PARK, FLORIDA

and the

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, LOCAL 2193

(Unit A and Unit B)

For the Period October 1, 2004 Through September 30, 2007

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ARTICLE 1

PREAMBLE

This Agreement is entered into by the City of Pinellas Park, Florida, hereinafter referred as the "City," and Local 2193 of the International Association of Firefighters AFL-CIO, hereinafter referred to as the "Union," for the purpose of promoting harmonious relations between the City and the Union, to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the basic and full Agreement between the parties concerning wages, rates of pay, and other terms and conditions of employment of the City's employees contained within the bargaining unit described in Article 2.

ARTICLE 2

RECOGNITION

Section 1.**REPRESENTATION:** The City recognizes the International Association of Firefighters, Local 2193 as the exclusive representative for all employees in the Job Classifications as recognized by PERC in Certification Order No. 80M-164 and any subsequent amendments and clarifications issued by PERC.

A. Unit A consists of the following classifications:

Firefighter
Fire Inspector/Investigators

B. Unit B consists of the following classifications:

Fire Lieutenants/Supervisors
Fire Captains
EMS Lieutenants

C. In addition to the classifications listed in the PERC Order, the City may from time to time establish assignments for which members of the bargaining unit shall be eligible. Among these assignments are Firefighter – Instructor and EMS Lieutenant. In the event an employee is assigned to such a position, he or she shall retain his or her original classification, or the appropriate classification from paragraph A or B above.

Section 2.**NEW CLASSIFICATIONS:** The City agrees to notify the Union thirty (30) days prior to staffing a new Job Classification or assignment within the Bargaining Unit. The City agrees to bargain the wages and hours of the new Job Classification with the Union, if so requested.

ARTICLE 3

PROHIBITION OF STRIKES

Section 1.**PROHIBITION:** The Union and its members agree not to engage in a strike as defined in the Public Employees Relations Act, work stoppage, or other similar forms of interference with the operation of the Fire Department.

Section 2.**ACTION BY CITY:** Any employee who participates in or promotes a strike, work stoppage, or other similar form of interference with the operation of the Fire Department shall be subject to disciplinary action, up to and including discharge.

Section 3.**ACTION BY UNION:** In the event of a strike, work stoppage or interference with the operation of the Fire Department, a responsible official of the Union will promptly and publicly disavow such a strike or work stoppage, and order the employees to return to work, and attempt to bring about a prompt resumption of normal operations. The Union will notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. **RIGHTS DEFINED:** Except as expressly limited by any provision of this Agreement the City 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 type of its various operations, functions and services; to discontinue the conduct of any operations, 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 City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; to subcontract; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services. However, in the event the City is considering outsourcing services normally performed by members of the bargaining unit, and such outsourcing will result in a reduction in jobs or a layoff, the City shall notify and consult with the Union at least 90 days in advance of the final decision.

Section 2. **CIVIL EMERGENCIES:** If in the sole discretion of the City Manager it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employees strikes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates, overtime and other monetary benefits shall not be suspended and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency. Firefighters shall not be called upon to perform law enforcement duties not a part of or related to their normal duties, except as are currently performed.

Section 3. **POSITION DESCRIPTIONS:** It is understood by the parties that every incidental duty with operations enumerated in position descriptions is not always specifically described, and employees, at the discretion of the City, may be required to perform duties not within their position description.

ARTICLE 5

UNION BUSINESS

Section 1.**AUTHORIZED ABSENCES:** The maximum number of Union members to be absent from duty at any one time using Union Business Pool Time will be consistent with the existing minimum shift manning levels. For the purpose of this Article, vacation time has equal priority with Union Business Pool time for the purpose of minimum level shift manning.

Section 2.**DONATION TO UNION BUSINESS POOL TIME:** Each member of the Union covered by this Agreement may donate eight (8) hours or more of his or her annual leave (vacation) time, but not to include sick leave time, towards a Firefighters' Union Business Pool time. Donations of time to this pool must be in units of four (4) hours and must be made in writing.

Section 3.**USE OF UNION BUSINESS POOL TIME:** Charges against the Firefighters' Union Business Pool time, as provided in this Article, shall only be made when approved by the President and/or Vice President of the Union, and shall be applicable only to members of this Union. If the Union Business Pool time for this unit shall become depleted, anyone engaged in Union activities during City required working hours shall not be paid by the City.

Section 4.**CITY SPONSORED TIME FOR COLLECTIVE BARGAINING:** The City shall sponsor 120 hours of paid time off for collective bargaining. Use of this time shall be at the discretion of the Union and shall not be subject to minimum manning requirements. However, no more than 6 hours per team member may be used for a single bargaining session. These hours are allotted only for members of the negotiating team who are on a regularly scheduled shift during the bargaining session. Hours not used cannot be carried forward for any other purpose. After the allotted 120 hours of City sponsored time off has been used, the Union bargaining team may use Union Business Pool Time as described elsewhere in this Article.

Section 5.**CONFERENCES AND SEMINARS:** The City shall grant a total of 48 hours of time off per year, without loss of pay or benefits, for Union officials to attend state, county or regional conferences held by the IAFF. Such absences must be scheduled in the same manner as annual vacation and no more than one official may be absent under this Section at any one time.

Section 6.**LEGISLATIVE AGENDA:** The City agrees to furnish the Union with a copy of the agenda of every meeting of the City Council.

ARTICLE 6

BULLETIN BOARDS

Section 1.**EXISTING BULLETIN BOARDS:** The presently existing bulletin boards directed for Union use may be used for posting notices, but restricted to:

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections, and the results of such elections;
- C. Notices of Union appointments and other official business;
- D. Notices of Union meetings;
- E. Other Union notices pertinent to its membership.

Section 2.**SIGNATURES:** All notices shall be signed by the President of the Union or his designee.

Section 3.**FIRE CHIEF APPROVAL:** A duplicate copy of all such notices shall be submitted (hand-carried, mailed, in-house mail) to the Fire Chief or his or her designee.—

Section 4.**REMOVAL OF NOTICE:** Any material on the union bulletin boards found to be objectionable by the Fire Chief or his/her designee, may be removed until a meeting between the Fire Chief and Union President can resolve the issue.

Section 5.**NEW BULLETIN BOARDS:** In the event additional Fire Houses are placed in service and made operational, the Department agrees to provide bulletin board space for the Union.

ARTICLE 7

NON-DISCRIMINATION

Section 1.**POLICY:** The City of Pinellas Park and the Union agree that employees covered by this contract shall not be discriminated against because of race, color, creed, sex, age, national origin, religion or disability, union membership or non-membership or any other employee category protected by Florida or federal statute.

Section 2.**REPORTING:** Employees are encouraged to report discrimination, or alleged discrimination to the immediate supervisor, division director, Fire Chief, Human Resources Department or the City Manager. While complaint resolution is usually most effective when accomplished by the employee and the immediate supervisor, the selection of a reporting channel for matters under this Article is at the employee's discretion.

ARTICLE 8

CHECKOFF

Section 1.**DEDUCTIONS:** Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues and insurance premiums. No authorization shall be allowed for payment of initiation fees, assessments or fines.

Section 2.**INSURANCE PREMIUMS:** If the Union offers to its members an insurance policy that is not available under the City's insurance program, the City shall deduct the insurance premiums from the employees' pay and remit such premiums along with Union dues as set forth in Section 4, below. No more than one such policy, with a single premium tier, may be offered under the provisions of this Article without prior City approval. In order to effect the implementation of such an insurance policy the Union shall:

A.Notify the City, in writing, at least sixty days prior to the desired implementation date.

B.Provide, for members use, any necessary enrollment forms, voluntary payroll deduction forms, claims forms, and policy information. The City's responsibility shall be strictly limited to the deduction of insurance premiums from an employee's pay and remittance of the premiums to the Union.

C.Be responsible, either directly or through the insurance provider, for administration of the insurance plan, except as otherwise set forth in this Article.

D.Provide the City, in writing, the amount of the bi-weekly insurance premium deduction.

Section 3.**AMOUNT OF DUES:** The Union will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized Officer of the Union. Changes in Union membership dues will be similarly certified to the City, and shall be done at least one month in advance of the effective date of such change.

Section 4.**REMITTANCE:** Dues and insurance premiums shall be deducted bi-weekly, and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) days. The Union will indemnify, defend and hold the City harmless against any claim made and against any suits instituted against the City on account of payroll deduction of Union dues and insurance premiums.

Section 5.**COST FOR SERVICE:** The Union shall pay to the City to cover the costs of the checkoff service for Union dues and insurance premiums the sum of \$15.00 per month, payable to the City upon billing of the Union by the City.

ARTICLE 9

REPRESENTATION

Section 1. **STEWARDS:** The Union may select four stewards as follows:

A. One steward per shift who shall represent employees of the Fire Suppression Division.

B. One steward from the Life Safety Management Division who shall represent employees of that division.

C. The steward selected from the Life Safety Management Division may be allowed up to 20 minutes on-duty time to meet with an employee of that division concerning a grievance. However, such meetings shall normally be scheduled prior to 10:00 a.m., if duty time is requested, and shall require the prior approval of the Deputy Chief, Life Safety Management.

D. A steward's union activity shall under no circumstances result in an interruption of scheduled work or emergency services, entitlement to additional paid time or a requirement to pay overtime.

Section 2. **GRIEVANCE COMMITTEE:** The City agrees to recognize a Union Grievance Committee, which shall consist of not more than three (3) members of the bargaining unit.

Section 3. **NOTIFICATION:** The names of stewards and Grievance Committee members shall be given in writing to the Department Head or his or her designee, as well as any change in such list prior to the effective date of their assuming duties of office. Such notification shall be made by an Officer of the Local Union.

Section 4. **SOLICITATION:** Solicitations of any kind by the Union, including solicitations of membership and the collection of Union money shall not be engaged in during the working hours of 7:30 a.m. to 5:00 p.m. daily (firefighters) or during any working hours for employees of Life Safety Management. Requests for use of the Fire Department's meeting room will be made to the Fire Chief at least seven (7) days prior to the requested meeting date.

Section 5. **USE OF CITY FACILITIES:** Whenever the Union desires to make use of the training room for purposes of a Union meeting, the Union shall pay to the City, as full and complete consideration for the use of that room, the sum of \$50.00 plus \$.50 cents per member, per meeting.

ARTICLE 10

GENERAL PROVISIONS

Section 1. **ATTACHMENTS AND AMENDMENTS:** All attachments and amendments to this Agreement, shall be lettered, dated and signed by the responsible parties, and shall be subject to all the provisions of this Agreement.

Section 2. **DUTY EXCHANGE:**

A. The parties agree to continue the practice of allowing exchanges of on-duty time provided that all exchanges must comply with the Fair Labor Standards Act (FLSA), and all appropriate regulations enacted by the Department of Labor pursuant thereto. All exchanges will be considered personal transactions between the employees involved, undertaken solely for their personal benefits. The City shall not be liable for time off or for payments to any employee who exchanges duty with another employee and no exchange shall result in a requirement for the City to pay overtime.

B. The City may require the completion of appropriate forms necessary to maintain the records required under the FLSA. All exchanges will be considered personal transactions between the employees involved, undertaken solely for their personal benefits.

C. No exchanges of duty will be allowed except between identical ranks or positions as follows:

1. Firefighter or Firefighter/EMT with Firefighter or Firefighter/EMT
2. Paramedic with Paramedic (both employees must have completed provisional paramedic requirements).
3. Fire Lieutenant with Fire Lieutenant (Suppression lieutenants only).
4. Provisional paramedics, if otherwise eligible, may exchange duty with Firefighters or Firefighter/EMTs.
5. Fire Inspector/Investigator with Fire Safety Inspector/Investigator.
6. Employees assigned as EMS Lieutenant or Firefighter-Instructor shall not be eligible for duty exchange.

D. In reviewing requests for exchange of duty, the District Chief shall also consider other qualifications held by the employees requesting the exchange, i.e., Acting Lieutenant, HAZMAT, TRT, Driver/Engineer, etc. _

1. Exchanges between employees who hold exactly the same credentials or qualifications may be approved on the date submitted.
2. If the employees' credentials differ, the exchange will not be acted on until 48 hours prior to the date of exchange.
3. Exchanges, which would require calling in additional employees to meet requirements in these or other skills, will be disapproved.
4. In the event an employee requests multiple, contiguous duty exchanges, or duty exchanges in conjunction with an approved vacation request, approval or denial of all the requested duty exchanges will be made not later than 48 hours prior to the date of the first day of requested absence.

Section 3.**PREVAILING RIGHTS:** All rights, privileges and working conditions enjoyed by the employees at the present time, which are written or otherwise known to exist by the current Fire Administration, will be presumed to be reasonable and proper, and may be changed but only after notice to and consultation with the Union. The Union has a right to request Impact Bargaining when such a change has a demonstrable impact on terms and conditions of employment.

Section 4.**INDEMNIFICATION:** The City of Pinellas Park shall defend members of the bargaining unit against civil and criminal prosecution in accordance with Florida Statutes and sections 2-1101 and 2-1401 of the City Code of Ordinances as these laws may be amended from time to time. The Union, its Officers and its members agree that they will at all times abide by this contract. The Union shall not make, nor shall it assist the effort of any member or Officer, to attack or circumvent any of the provisions of this contract.

Section 5.**SHIFT AND DUTY ASSIGNMENTS:**

- A.The Fire Chief will have final authority to assign duties, shifts and locations in accordance with this contract and Department Rules and Regulations. The Fire Chief will consider the needs of the Department, as well as the assignment of Union officials, in making shift changes. The Fire Chief will notify Union Officials 7 calendar days prior to a shift change, unless there is a critical staffing need.
- B.Assignments as EMS Lieutenant or Firefighter-Instructor shall be for a period of at least two years unless the Fire Chief sooner reassigns the employee.
- C.An employee assigned as Staff Lieutenant EMS may request reassignment as a Fire Lieutenant after he or she has attained two years of classification seniority as a Staff Lieutenant EMS.

D.A Fire Lieutenant may request assignment as Staff Lieutenant EMS after completion of his or her probationary period.

Section 6.**STANDBY TIME:** The Deputy Chief, Life Safety Management shall establish a system for covering emergency calls after normal duty hours. Employees designated to provide this coverage shall make themselves available and respond to the scene within 30 minutes of notification. **Fire Inspector/Investigators** may, upon prior approval of the Deputy Chief, Life Safety Management, exchange periods of assigned Standby Time.

ARTICLE 11

WORK RULES, POLICIES AND REGULATIONS

Section 1. **GENERAL:** Any written rules, regulations, policies and procedures for the Fire Department issued before the effective date of this Agreement shall remain in full force and effect, if not in conflict with any Articles or Sections of this Agreement.

Section 2. **CHANGES TO EXISTING POLICIES:** In the event that the City or department proposes to make any change in the written work rules, the City Manager or Fire Chief, as appropriate, will provide the President, IAFF Local 2193 a copy of the proposed change and allow for a ten (10) day comment period. Authority to change, modify or to delete any City or Fire Department rule, regulation, policy or procedure rests with the City or department management. However, in the event of a demonstrable impact on terms and conditions of employment, the Union shall have a right to Impact Bargaining.

Section 3. **USE OF TOBACCO PRODUCTS:** No employee hired after October 1, 1995 will in any way make use of tobacco products while on duty. The punishment awarded to any person who violates this section will not be subject to mitigation by an arbitrator. Tobacco products will include cigarettes, cigars, pipes, snuff, dip, chew and any other product containing tobacco, smokeless or otherwise, lit or unlit. Duty time under this part will include breaks and meal times and any other times for which compensation is received except vacation and other leaves.

Section 4. **LABOR-MANAGEMENT COMMITTEE:** The City and the Union agree to maintain a Labor-Management Committee, not as a substitute for the grievance procedure or the right of collective bargaining. Committee membership will consist of three members selected by the department and three members selected by the Union. Each party will notify the other of membership changes. Committee meetings will be scheduled semi-annually in September and March, or more frequently as determined by the membership. At the request of either the Union or the department, other City staff members shall attend and participate in committee meetings.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. **DEFINITION:** A grievance is defined as a complaint arising out of an alleged violation concerning wages, rates of pay and other terms and conditions of employment. For the purpose of grievance procedures outlined in this article, time periods are stated as calendar days and are understood to be exclusive of weekends and Holidays. Employees serving in their initial probationary period shall have access to the grievance procedure except that probationary employees shall have no right to challenge their discharge, or any discipline or their evaluation during the probationary period. A grievance, after it is submitted in writing, shall not be amended by either party. An aggrieved employee who wishes to attend any meeting or hearing held for the purpose of resolving his or her grievance shall be offered that opportunity.

Section 2. **GRIEVANCE PROCESS:** An employee covered by this Agreement shall present his or her complaint within ten (10) calendar days of the day on which the complaint arose in the manner set forth below. The employee who initiates the grievance will insure that all steps are followed and will bear responsibility for forwarding any grievance to the next step. The Department will provide copies of all written responses to the Union and the employee who submits a grievance.

Step 1.

A. An employee shall discuss his or her complaint orally with the District Chief in charge when the alleged violation occurred, or in the case of a Fire Inspector/Investigator, the District Chief, Training. The District Chief will notify the Union Steward of the scheduled discussion and of the Steward's right to be present during the discussion. 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. All grievances involving termination shall be initiated at Step 2. However, the written grievance shall be provided to the District Chief in charge of the shift or the District Chief, Training, as appropriate.

B. If the complaint is not resolved at the meeting described in paragraph A of this Section, the employee or the Steward may submit the grievance, on the form included at Appendix B of this contract, to the District Chief. The grievance must be submitted not later than ten (10) calendar days after the meeting with the District Chief. The written grievance shall 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 District Chief will discuss the grievance with the Steward, and give his or her answer, in writing, on the grievance form within five (5) calendar days.

Step 2.

If the matter is not resolved, the Steward may refer the grievance to the Union Grievance Committee for further processing. The Grievance Committee may appeal the grievance to the Fire Chief within ten (10) calendar days from the date the Grievance Committee received the response from the District Chief at Step 1. The Fire Chief will schedule a meeting with the Grievance Committee within 5 calendar days of receiving a grievance for the purpose of discussing the dispute. The Fire Chief will give his or her written answer within five (5) calendar days after the meeting. In the response, the Fire Chief will outline the basis for his or her decision.

Step 3.

If the matter is not resolved, the Grievance Committee may appeal the grievance with the City Manager within ten (10) calendar days from the date the Grievance Committee received a response from the Fire Chief at Step 2. A meeting between the City Manager and the Grievance Committee shall be held within five (5) calendar days after referral to the City Manager. The City Manager shall give his or her written answer within five (5) calendar days after the meeting. In the response, the City Manager will outline the basis for his or her decision.

Step 4.

If the matter is not resolved as provided in Step 3, the grievance may, within ten (10) calendar days, be forwarded to an arbitrator selected by mutual selection or striking from a list of seven to be provided by the Federal Mediation and Conciliation Service. The arbitrator's decision shall be final and binding as provided by law.

Section 3.**ARBITRATION:** The arbitrator shall not have the power to add to, subtract from, modify, ignore, or alter the terms of this Agreement in arriving at a decision of the issue or issues presented and shall confine his or her decision solely to the interpretation or application of this Agreement. The arbitrator shall not have the authority to determine any issues not submitted to him or her.

Section 4.**EMPLOYEE USE OF DUTY TIME:** An employee having a complaint shall have the right to take the matter up with his or her Steward during working hours.

Section 5. **TIME LIMITS:** 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.

Section 6. **UNION USE OF DUTY TIME:** Time spent by Stewards and Grievance Committeemen on their duty days in discussing and processing grievances, as provided in this Article, shall not result in a loss of earnings or benefits.

Section 7. **COSTS OF ARBITRATION:** All the costs of the arbitrator shall be borne equally by the parties, except that each party shall bear the costs of its attorneys, witnesses, and the cost of any transcript desired by that party. In the event of a compromise or split decision, the arbitrator's fee and expenses, shall be borne equally by the parties. For the purpose of this Article, parties shall mean the City and the Union. Employees who choose to process grievances independently of the Union shall be subject to Union rules governing costs. Should an employee, independent of the union, choose to appeal a grievance to an arbitrator the City agrees to equally share the expenses of the arbitrator.

ARTICLE 13

SENIORITY & REDUCTION-IN-FORCE

Section 1. **SENIORITY DEFINED:** The City and the Union recognize four categories of seniority, they are; City Seniority, which is understood to mean an employee's most recent date of employment; Classification Seniority, the date the employee assumed the duties of the current position within the City; Department Seniority, the date an employee became a member of the Fire Department; and Longevity Date, the date an employee was initially hired with the City. All seniority will continue to accrue during authorized leaves, except for any leaves of absence without pay for thirty (30) calendar days or more, which shall cause seniority to be adjusted in accordance with Section 6, Article 21 of this contract. Leaves of absence without pay of less than thirty days shall not cause the seniority dates to be adjusted.

A. Any employee who transfers from another City Department shall retain full City Seniority with regard to vacation and sick leave accrual. However, for the purpose of vacation scheduling, Department Seniority shall prevail.

B. Each year the Department shall, during the month of October, prepare and post on bulletin boards a seniority list containing both City and Department Seniority. Notice of this posting will be made using the City computer network and shall be considered correct unless objection is raised within thirty (30) calendar days.

Section 2. **PROBATION:** All new employees covered by this agreement shall be placed on probation for the first year of their employment. The probationary period may be extended for a specified period up to six months, at the discretion of the Fire Chief, for any new employee whose performance, conduct or skill development does not meet acceptable standards. In the event an employee's probationary period is extended, the assigned District Chief will ensure that the employee is informed of the bases for that decision. The entire probationary period shall be an "at will" period of employment.

Section 3. **LOSS OF SENIORITY:** Employees shall lose their seniority as a result of the following:

A. Voluntary resignation.

B. Retirement.

C. Termination for just cause.

D. Failure to report to work following recall within five (5) working days of return receipt verification of certified mail.

E. Failure to return from military leave within the time prescribed by law.

Section 4. **LAY-OFFS:** The Fire Chief will notify Local 2193's Secretary of any pending reduction in force. His or her notification will be made in writing at least thirty (30) days prior to the scheduled reduction date. Probationary employees of the Fire Department will be laid off first, and shall be placed on the eligibility list in order of their length of time of service. In the event that two (2) or more employees affected have the exact same amount of service, the employees with the earliest employment application date will be deemed to be the senior employee. The sequence of layoffs will be established using Classification Seniority. At no time shall an employee be laid off before all employees of lesser seniority in his or her classification are laid off.

Section 5. **RECALL:** Employees in lay-off status for a period of two (2) years will retain recall rights and privileges over applicants on eligibility lists. It is the responsibility of the employee during that period of time to keep the City's Personnel Department notified of the employee's current address. No new employees shall be hired until all employees on lay-off status are given the opportunity to return to work.

Section 6. **REDUCTION IN FORCE:** If reduction in force requires a layoff, the affected employee may, at his or her option, revert to the next lowest ranking position previously held successfully. If this movement requires a further reduction in force, the same shall be accomplished in accordance with Section 4, above, and the process will be continued down through the ranks. Classification seniority notwithstanding, the City may, in selecting employees to be laid off, take into account the number of qualified paramedics required to fulfill the contract between the City and Pinellas County. Such selections shall be made in consultation with the Union.

Section 7. **REDUCTION IN GRADE:** In the event a reduction in grade is necessary to achieve staffing limitations, such reductions shall be made in reverse order of classification seniority.

A. An employee demoted a result of a reduction in force shall remain eligible for a non-competitive promotion to his or her previous grade and classification for a period of four (4) years, provided he or she meets the eligibility requirements for that grade and classification.

B. The eligibility requirements shall be those in place for the grade and classification at the time the promotion opportunity becomes available.

C. If more than one employee is eligible under these circumstances, the employee with the greatest classification seniority in the higher grade shall be promoted first.

ARTICLE 14

BASIC WORK WEEK AND OVERTIME

Section 1. **BASIC WORK WEEK:**

- A. The work schedule for firefighters shall be twenty-four (24) hours on duty, forty-eight (48) hours off duty. Prior to making any change to the firefighter basic workweek, the department shall provide the Union not less than 60 days notice and, if requested, bargain with the Union concerning the change.
- B. The normal workweek for a Fire Inspector/Investigator, and employees assigned as a Firefighter-Instructor or EMS Lieutenant shall be seven days from Wednesday through Tuesday. The Fire Chief may select a forty-hour schedule that consists of either five eight-hour days or four ten-hour days. Before implementing a change to the forty (40) hour workweek, the Fire Chief will provide the Union a four-week notice.
- C. Employees assigned to work a forty (40) hour workweek shall be granted a one-hour unpaid and uninterrupted lunch period for each shift of six hours or more.
- D. For each four hours worked, employees assigned a (40) forty-hour workweek shall be scheduled for a paid 15-minute rest period. The Deputy Chief or District Chief in charge, to complete work in progress or to deal with emergencies, may reschedule rest periods. Employees shall not be entitled to a paid rest period for a callback or for standby time.
- E. The workweek shall not be changed arbitrarily or capriciously.

Section 2. **CALCULATION OF OVERTIME:**

- A. Overtime for firefighters assigned a 56-hour workweek is defined as time worked in excess of 106 hours in the 14-day reconciliation period. Overtime shall be compensated at one and one half times the regular rate of pay. For the purpose of overtime compensation, regular rate of pay shall be as defined by the Fair Labor Standards Act (FLSA).
- B. Vacation and Personal Days taken will count as hours worked for calculation of overtime.
- C. For employees assigned a forty-hour workweek, overtime shall be defined as hours worked in excess of 40 during a workweek. If a Holiday occurs on an employee's scheduled workday, hours not worked shall be included in the calculation of overtime pay. Overtime shall be compensated at one

and one half times the regular rate of pay. For the purpose of overtime compensation, regular rate of pay shall be as defined by the Fair Labor Standards Act (FLSA). Vacation and Personal Days taken will count as hours worked for calculation of overtime.

D. In the event the City Manager determines that a civil emergency exists, as set forth in Section 2, Article 4 of this Agreement, all hours an employee works outside his or her normal shift assignment during the period of the civil emergency shall be paid at the overtime rate.

E. Changes in the method of calculating entitlement to overtime pay contained in this Agreement that constitute a greater entitlement than the Agreement for the period October 1, 2001 through September 30, 2004 shall become effective on the first day of the pay period following ratification of this Agreement by the members of the bargaining unit.

Section 3. ALTERNATE WORK SITE: Firefighters directed to report to a station other than the assigned station will do so at the normal shift changeover. If the firefighter is first required to report to the assigned station to retrieve personal equipment (i.e., bedding or bunker gear), paid time will commence when the firefighter arrives at the assigned station and will include travel time to the reporting station. Firefighters, who choose to take equipment home at the end of their shift, rather than retrieve it before the beginning of the next shift, will not be compensated.

Section 4. EMT TRAINING: Employees in the classification of Fire Inspector/Investigator who are registered Emergency Medical Technicians (EMT) shall be allowed on duty time, with pay, for training as prescribed by the Pinellas County Medical Director's Office, for the purpose of maintaining EMT certification.

ARTICLE 15

PAY PLAN

Section 1. **WAGE POLICY:** Employees shall be paid in accordance with the pay plan set forth in Appendix A of this agreement. Employees whose hourly rate is at or above the maximum shall not be eligible for any increase to their hourly rate nor shall any pay increase cause the employee to exceed the maximum hourly rate. Pay increases set forth in this agreement shall not continue as a status quo benefit after the expiration of this contract.

Section 2. **STEP PAY PLAN:**

A. Beginning with the pay period that includes October 1, 2004, or the pay period that includes the date this Agreement is ratified by the bargaining unit, whichever comes later, employees shall receive a pay increase to the hourly rates set forth in Appendix A-1 of this Agreement. These rates represent an increase of 2.5% above the rates in effect as of October 1, 2003, rounded to four decimal places.

B. The minimum pay for any employee is the hourly rate designated as Step A for his or her respective grade.

C. Employees whose hourly rate of pay is at or above the rate designated for the highest step in their respective pay grades shall retain their current hourly rate.

Section 3. **GENERAL WAGE INCREASE:**

A. Effective October 1, 2005, hourly rates of pay shall increase to those shown in Appendix A. These rates represent an increase of 3.0%, rounded to four decimal places.

B. Effective October 1, 2006, the hourly rates of pay shall be increased to the rates shown in Appendix A. These rates represent an increase of 3.0%, rounded to four decimal places.

C. Beginning with the first day of the pay periods that include October 1, 2005, and October 1, 2006, employees' pay shall increase to the new rates listed in Appendix A for their respective grades and steps.

D. Notwithstanding the pay increase provided for in this Section, members of the bargaining unit shall, provided they are otherwise qualified, receive General Wage Increases in a percentage equal to that provided to other employee groups generally.

Section 4. **MERIT INCREASE:**

A. During each year of this contract, employees shall receive a merit-based increase to the next higher step of their pay grade. This increase shall be

effective on the employee's annual evaluation date, or on the date this Agreement is ratified by the bargaining unit, whichever is later, provided his or her performance is rated as at least "Meets Expectations."

B. Employees whose annual evaluation is on or after October 1, 2004 but before the first day of the pay period in which this Agreement is ratified by the bargaining unit shall receive an annual merit increase effective on the first day of the pay period in which this Agreement is ratified by the bargaining unit, provided they are otherwise qualified, as set forth in this Article. Additionally, these employees shall receive a one-time lump sum payment , based on the month of their last evaluation, as follows:

Evaluation Month Lump Sum Amount

October 2004	\$120.00
November 2004	\$90.00
December 2004	\$60.00
January 2005	\$30.00

C. Employees whose performance is rated as "Unsatisfactory" or "Below Expectations" shall be reevaluated at the end of six months. If at the end of the six-month period the employee's performance is rated as at least "Meets Expectations," the employee shall receive a merit-based increase to the next higher step of his or her pay grade. This increase shall be effective on the date of the re-evaluation. The employee's annual evaluation date shall not change.

D. An employee whose performance is rated as "Unsatisfactory" or "Below Expectations" for the re-evaluation period shall not receive a pay increase. The employee's annual evaluation date shall not change.

E. Notwithstanding the pay increase provided for in this Section, members of the bargaining unit shall, provided they are otherwise qualified, receive Merit Increases in a percentage equal to that provided to other employee groups generally.

Section 5. **LONGEVITY PAY:** Employees who are in the top step for their pay grade shall not receive an annual step increase. These employees shall receive Longevity Pay of \$1,250.00 or 2.5% of pay, whichever is greater, in a lump sum. This lump sum is payable annually on the employee's evaluation date provided the employee's performance is rated as at least "Meets Expectations." Lump Sum payment amounts for the first year of this Agreement are set forth in Appendix A-4. During subsequent years, payments shall be based on the employee's base pay as shown in Appendices A-1 through A-3.

- A. Employees whose annual evaluation is between on or after October 1, 2004, but before the date this Agreement is ratified by the bargaining unit, shall receive Longevity Pay of \$1,250.00, or 2.5% of base pay whichever is greater, as a lump sum, in the pay period following the date this Agreement is ratified by the bargaining unit, provided they are otherwise qualified, as set forth in this Article.
- B. Employees whose performance is rated as "Unsatisfactory" or "Below Expectations" shall be re-evaluated at the end of six months. If at the end of the six-month period the employee's performance is rated as at least "Meets Expectations," the employee shall receive Longevity Pay as a lump sum. The employee's annual evaluation date shall not change.
- C. An employee whose performance is rated as "Unsatisfactory" or "Below Expectations" for the re-evaluation period shall not receive Longevity Pay. The employee's annual evaluation date shall not change.
- D. Notwithstanding the payout provided for in this Section, members of the bargaining unit shall, provided they are otherwise qualified, as set forth in this Section, receive Longevity Pay in an amount equal to that paid to other employee groups generally.

Section 6. PAY ON PROMOTION:

- A. Any employee covered by this Agreement who is promoted to Fire Lieutenant shall be placed in step which provides him or her closest to a ten percent (10%) increase over the base pay he or she was receiving prior to the promotion, up to the top step for the grade.
- B. An employee covered by this agreement who is promoted to Fire Inspector/Investigator shall be placed in the step that provides closest to a five percent (5%) increase over his or her annual base pay. In order to qualify for promotion to Fire Inspector/Investigator, applicants must meet all requirements established for firefighter by the state of Florida and the department.
- C. At no time will any employee be increased to a salary above the top or below the minimum of the pay range for the position. In the case of a Paramedic who is promoted, the increase provided herein shall be based on the employee's base rate of pay.

Section 7. UNIFORMS: All uniforms, protective clothing, with the exception of shoes and belts, protective devices (masks, helmets, face protective devices, etc.) required by employees of the bargaining unit covered by this Agreement shall be furnished

by the City without cost to the employee. The following additional provisions apply:

- A. The City shall have the right to prescribe the standards for all uniform items, including footwear.
- B. During the first full pay period of October 2004 and October 2006 each employee shall receive a \$75.00 allowance for footwear. Employees who present a receipt for footwear purchased within the last year at a cost of at least \$75.00 shall receive the allowance not subject to withholding for income tax, FICA and pension. Employees who do not furnish receipts shall receive the allowance subject to normal withholding. Authority to approve payment, with or without a receipt, rests with the Fire Chief or his designee.
- C. The uniform and equipment issue for Fire Inspector/Investigators shall include a complete set of bunker gear and a SCBA mask.
- D. In order to receive uniform replacement items during the year, an employee must turn in the item being replaced.

Section 8. HAZARDOUS MATERIAL TEAM: Any person assigned to the Hazardous Material Team (HAZMAT) shall be paid \$30.00 per pay period for the assignment. Assignment to the team will be at the discretion of the City, to choose among qualified volunteers for the assignment, and no person shall have the right to grieve his or her lack of assignment to, the team. The City has the right to limit the number of employees by classification, as well as those with special skills, i.e., paramedics, who are assigned to the team. This includes the right to remove members of the team to maintain classification and special skills limitations. Such removals shall not be subject to the grievance process. Any member of the team or any person who wishes to be assigned to the team may be required to perform related duties and/or training. HAZMAT Pay shall be paid only while the individual is actively assigned to the HAZMAT team and shall automatically cease when any employee assigned to the team has the assignment removed.

Section 9. TECHNICAL RESCUE TEAM: Any person assigned to the Technical Rescue Team (TRT) shall be paid \$30.00 per pay period for the assignment. Assignment to the team will be at the discretion of the City, to choose among qualified volunteers for the assignment, and no person shall have the right to grieve his or her lack of assignment to the team. The City has the right to limit the number of employees by classification, as well as those with special skills, i.e., paramedics, who are assigned to the team. This includes the right to remove members of the team to maintain classification and special skills limitations. Such removals shall not be subject to the grievance process. Any member of the team or any person who wishes to be assigned to the TRT team may be required to perform related duties and/or training. TRT Pay shall be paid only while the individual is actively

assigned to the TRT and shall automatically cease when the employee is reassigned from the team.

Section 10.**DRIVER ENGINEER:** The City may assign a person or persons to perform as driver engineer. Any person so assigned, and who is certified by the department as a Driver Engineer, will be paid seventy cents (\$.70) per hour, in addition to his or her base rate of pay, for all hours, which he or she is assigned to perform as driver engineer. Driver-engineer pay will only be paid to those persons assigned to act as driver-engineer for a vehicle with an "A" rated fire pump, or heavy squad, or any aerial device. No decision to appoint, not to appoint or to remove a driver shall be subject to the grievance/arbitration provisions of this contract. Driver-Engineer Pay shall be paid only for those hours while an employee is actively working as a Driver-Engineer.

A. Any person assigned to be a driver will be responsible for the vehicle to which he or she is assigned for the entire length of the assignment.

B. Driver pay will not be paid for holdover or call back unless the person acts as a driver, by virtue of an assignment, during the holdover or call back period.

C. Any person who wishes to be assigned as a driver or whom the City chooses to function as a driver may be required to perform related duties and training.

Section 11.**EMT PAY:** Firefighters who have or obtain an EMT Certificate and a Pinellas County license in accordance with Pinellas County EMS criteria shall receive assignment pay at the hourly rate of pay set forth in Appendices A-1 through A-3 for Firefighter/EMT.

Section 12.**FIRE OFFICER CERTIFICATION PAY:** Firefighters and Fire Inspectors/Investigators who have or obtain a State Fire Officer's Certificate of Competency will receive \$10.00 per pay period.

Section 13.**FIRE SAFETY INSPECTOR PAY:** Members of the bargaining unit whose primary duty is Firefighter or Fire Lieutenant and who are certified by the state of Florida as a Fire Safety Inspector may receive incentive pay of \$10.00 per pay period, provided they meet the qualifications listed in the job description of a fire inspector. Employees who receive this allowance will perform duties as a Fire Safety Inspector when directed by the Fire Chief. Eligible employees must inform the Fire Chief in writing if they wish to receive Fire Safety Inspector Certification Pay and must agree to maintain their certification for the period of this contract.

Section 14.**EDUCATION PAY:** Personnel who are certified firefighters as a condition of employment and who have or obtain an associate degree from a college in a

discipline relevant to Fire Department duties, as determined by the appropriate state agency, shall receive \$23.08 per pay period. Personnel who are certified firefighters as a condition of employment and who have a bachelor's degree from a college in a discipline relevant to Fire Department duties, as determined by the appropriate state agency, shall receive \$50.78 per pay period. Should the State of Florida cease providing the City with funding to implement this section, all payments will automatically cease.

Section 15. PARAMEDIC PAY:

A.A Firefighter who is qualified and assigned as a Paramedic or Provisional Paramedic as described in Article 17, shall receive assignment pay as set forth in Appendices A-1 through A-3 of this Agreement.

B.A Fire Lieutenant who is qualified as a Paramedic as set forth in Article 17 of this Agreement shall receive assignment pay at the hourly rate shown in Appendices A-1 through A-3 of this Agreement.

C.A Fire Lieutenant assigned as Fire Lieutenant/EMS shall receive the hourly rate of pay shown in Appendices A-1 through A-3 of this Agreement.

Section 16. HOLIDAY PAY: Employees who are regularly scheduled for a 24-hour shift shall be paid Holiday Pay at the rate of 12 hours for each holiday, whether or not they work. Employees who are regularly scheduled for a 40-hour workweek shall be paid 8 hours of Holiday Pay for each holiday.

Section 17. CALL BACK AND HOLDOVER PAY FOR FIREFIGHTERS: A firefighter who has completed his or her scheduled shift and left the work site and who is called back to perform unscheduled work, or a firefighter who is held over past the end of his or her scheduled shift, shall be guaranteed up to four hours of work at one and one half times his or her regular rate of pay. Hours worked in addition to the first four hours shall be paid at the employee's base rate of pay unless the provisions of Section 2, Article 14 apply. Any unscheduled call back shall be limited to no more than 12 hours unless the firefighter volunteers to work additional hours. This 12-hour limitation shall not apply in the event of a disaster of any kind.

Section 18. STANDBY AND CALL BACK PAY: A Fire Investigator/Investigator shall be eligible for Standby and Call Back Pay as follows:

A.A Fire Investigator/Investigator who is assigned Standby Duty as described in Section 6, Article 10, of this agreement shall be entitled to pay for 10 hours worked per week at his or her base hourly rate of pay for each week of Standby Time. Employees shall not be entitled to additional pay for actual hours worked during periods of Standby unless the number of hours worked exceeds 10 hours in a seven day workweek. The hours of standby time shall not be included in calculating an employee's entitlement to overtime except that hours actually worked shall be included. Employees assigned Standby duty shall not be entitled to Call Back Pay for the period of Standby. In the event two employees exchange of Standby duty the employee who is scheduled for duty shall be entitled to Standby Pay. Only those employees assigned Standby duty by the Deputy Chief, Life Safety Management shall be entitled to Standby Pay.

B.A Fire Investigator/Investigator or a Fire Lieutenant (EMS) not on Standby duty, who has completed his or her shift and departed the work location and who is called back to

perform work shall be compensated for at least 3 hours of work at the overtime rate. If the period of call back exceeds three hours, the employee shall be compensated at the overtime rate for the hours actually worked. A Fire Investigator/Investigator shall not be entitled to Call Back Pay if the period of call back is contiguous with his or her regular work schedule. Calls initiated before 6:00 p.m., Monday through Friday (except for Holidays) shall be considered as contiguous time. Hours of work compensated at the overtime rate under the call back provisions of this Section shall not be included in the calculation of overtime.

Section 19. ACTING PAY: The Fire Chief may, but is not required to, appoint persons to serve in acting supervisory positions. Employees appointed by the Fire Chief or his or her designee to perform the duties of a superior officer shall receive Acting Pay equal to ten percent (10%) of their base hourly rate of pay for all hours actually worked in the acting capacity.

Section 20. COURT LEAVE AND PAY:

- A. Any employee, whenever required by subpoena to appear in Court or before any designated person while on duty, shall receive full pay equal to their normal work schedule for the hours they spend honoring the subpoena or appearing before the designated person. When the employee on duty attending Court or honoring such subpoena does so for only a portion of their regularly scheduled workday, they are expected to report to their supervisor when excused or released from the subpoena. The employee must provide the Fire Chief with appropriate verification before compensation is approved under this Section.
- B. Any employee, whenever required by subpoena to appear in Court or before any designated person during a scheduled non-duty period shall be paid for the hours required for the appearance plus one hour of Standby Time as an hour worked. In order to be eligible for Standby Pay under this Section, the employee must notify his or her District Chief prior to the scheduled appearance and provide proof of appearance after completion of the appearance.
- C. The employee will keep as additional compensation only any mileage reimbursement received by him or her in connection with the subpoena.
- D. This section applies when the subpoena or requirement to appear is issued to the employee to represent the City in the line of duty or when the subpoena or requirement to appear is as a witness for a job related lawsuit or other proceeding. This section will not apply to any person who is a plaintiff in a lawsuit or other proceeding, nor to any voluntary appearance by an employee in any proceeding in which the employee is a defendant, unless the action arose from the performance of the employee's official duty.

ARTICLE 16

PROMOTION TO FIRE LIEUTENANT

Section 1.**GENERAL:** The policy of the City is to promote qualified individuals to positions of greater responsibility from within the ranks of Fire Department employees. As an exception to this policy, the Fire Chief may select candidates from outside the department when there are no qualified internal applicants. In the event a vacancy exists in the EMS Lieutenant position, and there are no eligible paramedic qualified candidates on the promotion list, the Fire Chief may conduct a separate examination to fill the vacancy.

Section 2.**ELIGIBILITY:** To be eligible to participate in promotional examinations, applicants must meet the qualifications enumerated in the Fire Lieutenant job description, except that employees competing for promotion to a vacancy as an EMS Lieutenant must be a Paramedic as defined in Article 17 of this Agreement. Additionally, applicants must have achieved a rating of "Meets Expectations" or higher on his or her most recent performance evaluation in order to eligible to participate in the promotional exam. An applicant on the standing list for promotion shall not be promoted if he or she has received disciplinary action within the past six months.

Section 3.**TESTING MATERIALS:** The Fire Chief or designee shall publish a listing of the materials to be used in the testing process in SOP format. This list shall not be changed less than 90 days prior to the scheduled test date.

Section 4.**FREQUENCY OF TESTING:** Promotion lists shall be effective for two years from the date of publication. The Fire Chief may call for a new examination anytime before a valid promotion list expires, provided that fewer than three names are remaining on the list, but must do so not later than 30 days before the expiration of the list. Promotional testing will begin not later than 120 days from the date of announcement.

Section 5.**PROMOTIONAL EXAMINATIONS:** Whether conducted in-house or by an external source, examinations shall be of such character as to be fair, objective and related to the position of Fire Lieutenant. The exam shall consist of the components listed below:

- A. A written examination on which applicants must score 70% or higher in order to continue to the Assessment Center portion of the test.
- B. An Assessment Center that consists of a tactical exercise, an employee counseling exercise, an instructor exercise and an in-basket/office exercise.

- C. In the event the a new assessment technique is identified as a reliable tool in selecting qualified candidates, the parties may by mutual agreement add or substitute that technique for one or more of the techniques listed in Section 5B. The Fire Chief shall notify members of the bargaining unit of the change, in writing, not less than 120 days prior to the testing date.

Section 6.**SELECTION FOR PROMOTION:** The Fire Chief shall select for promotion one of the top three candidates on the promotion list. In making the final selection, the Fire Chief may consider, among other factors, job related education, seniority, service as an Acting Lieutenant, and any relevant special qualifications held by the candidates.

ARTICLE 17

PARAMEDICS

Section 1. **GENERAL:**

A. A paramedic is an employee within the City's Fire Department who is assigned by the Department to perform emergency medical services in an Emergency Medical Services Program, and who has successfully completed and passed a Paramedic Training Program recognized by the Department, and approved by the local medical community, as offered at any state approved training facility, and who has met such other qualifications as may be established by the State of Florida or Pinellas County to be a "Paramedic."

B. A provisional paramedic is any employee who has successfully completed and passed a Paramedic Training Program recognized by the Department, and approved by the local medical community, as offered at any state approved training facility and who has been assigned duties as a provisional paramedic, but who has not met such other qualifications as may be established by Pinellas County and the Department to be a Paramedic.

C. An employee assigned as a provisional paramedic shall be reassigned as a paramedic on successful completion of all state, county and Department requirements.

Section 2. **CLASSIFICATION OF PARAMEDICS:** The title of "Paramedic" and "Provisional Paramedic" are not separate job classifications within the Fire Department and those employees assigned as Paramedic or Provisional Paramedic shall continue in the rank they hold while being assigned as Paramedic or Provisional Paramedic.

Section 3. **ELIGIBILITY FOR PROMOTION:** No employee assigned as a Paramedic shall be held ineligible to participate in promotional examinations held in the City's Fire Department, nor shall service as a Paramedic otherwise disqualify an employee from promotion.

Section 4. **TRAINING AND SEMINARS:** When a Paramedic is required by the Department to attend classes and/or seminars in furtherance of a Paramedic's services, such classroom time shall be included in hours worked of the employee. A Paramedic attending additional schooling which has been approved by the Department may have classroom hours added to his or her work hours provided he or she has successfully passed the course with a grade of C or better.

Section 5.ASSIGNMENT AND REMOVAL AS A 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 upon the judgment of the medical community with whom the Paramedics work.
- C.The removal of the assignment as Paramedic shall not be subject to the contractual grievance procedure when the removal is based upon the judgment of the Department that the removed Paramedic was not performing to the standards desired by the Department or the medical community.
- D.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 Fire Department that the employee is guilty of a breach of discipline.
- E.The Arbitrator shall not have the power to substitute his or her judgment for that of the Fire Department or the medical community with whom the Paramedics work in relation to performance of employees to the standards of excellence desired by the City or the medical community.
- F.Assignment pay as a Paramedic shall automatically cease when the assignment is removed or when an employee actually stops functioning as a Paramedic.
- G.Any person accepting assignment as a Paramedic may request to return to a permanent assignment as a firefighter/EMT at any time, but may do so only with the consent of the City.

Section 6.PARAMEDIC TRAINING PROGRAM: The City shall, subject to budgetary limitations, fund a paramedic training program for employees in the Firefighter/EMT classification. Funding shall include tuition, books and other fees charged by the institution directly related to paramedic training. Employees who voluntarily enroll in this training program may use Non-Sponsored Training time and duty exchanges as necessary to attend class. The City shall provide up to 300 hours of Sponsored Training time to each employee so enrolled for class attendance. The Fire Chief may, at his discretion, approve additional hours of Sponsored Training time. Employees who enroll and voluntarily leave City employment within two years of receiving the benefit, and those who do not achieve paramedic certification, shall reimburse the City for costs incurred.

ARTICLE 18

PENSION PLAN

Section 1.**APPLICABILITY:** Membership in the Firefighters' Pension Fund is defined in Chapter 17, City Code of Ordinances. Unless otherwise specified herein, the provisions of this Article apply only to active members of the Firefighter's Pension Fund. "Active member" means a member of the plan who, as of the date the provisions become effective, is an employee of the City, is a certified firefighter as a condition of employment, is not retired, and is not a participant in the Deferred Retirement Option Program (DROP).

Section 2.**DEFERRED RETIREMENT OPTION PROGRAM:** The City shall, not later than June 30, 2005, amend Article III, Chapter 17, City Code of Ordinances to provide for the following changes to the DROP program:

A. Deferred Retirement Option Program (DROP) Entrants on or After July 1, 2005:

1. An employee who enters DROP on or after July 1, 2005, shall have an election to: (a) have his or her DROP balance debited or credited, as the case may be, in an amount equal to the return experienced by the fund, such returns to be computed quarterly; or (b) earn a fixed rate of return of six (6) per cent simple interest, such return to be computed annually as of September 30th while in DROP, provided however, if a DROP participant separates from service prior to any September 30th, his or her DROP balance will be credited with a prorated fixed annual rate of return for the period beginning on the October 1st preceding separation from service and ending on the date of separation from service (unless it is the first year of DROP participation in which interest shall be credited based upon length of participation in DROP).
2. The employee's election of an option as set forth in paragraph (A)(1), above, shall be made prior to the employee's entry into DROP and may not be changed during the period of the employee's participation in DROP.
3. The Board of Trustees shall provide: (a) a written notice of the right to elect either option described above in paragraph (A)(1), above; and (b) an election form to each eligible employee.

B. Deferred Retirement Option Program (DROP) Participants as of June 30, 2005:

1. An employee who is a DROP participant as of June 30, 2005, shall have a one-time election to (a) continue having his or her DROP balance

debited or credited, as the case may be, in an amount equal to the return experienced by the fund, such returns to be computed quarterly; or (b) effective July 1, 2005, earn a fixed rate of return of six (6) per cent simple interest, such return to be credited annually on each September 30th, provided however, if a DROP participant separates from service prior to any September 30th while in DROP, his or her DROP balance will be credited with a prorated fixed annual rate of return for the period beginning on the October 1st preceding separation from service and ending on the date of separation from service.

2. Prior to July 1, 2005, the Board of Trustees shall provide: (a) a written notice of the right to elect either option described above in paragraph (B)(1), above; and (b) an election form to each employee who is a DROP participant on June 30, 2005.

3. An employee who is a DROP participant as of June 30, 2005, must make the election described in paragraph (B)(1), above, no later than July 15, 2005. A DROP participant makes the election by returning a completed election form to the Board of Trustees.

4. An employee who is a DROP participant as of June 30, 2005, who does not make a timely election to earn a fixed rate of return on his or her DROP balance shall be "deemed" to have elected to continue to have his or her DROP balance debited or credited, as the case may be, in an amount equal to the return experienced by the fund, such returns to be computed quarterly.

5. Once a DROP participant makes the election described in the preceding paragraphs, he or she may not change the election during the remaining period of the employee's participation in DROP.

6. If an employee who is a DROP participant as of June 30, 2005 elects to have fixed earnings attributed to his DROP balance, then such election will apply prospectively. The Board of Trustees will determine the DROP participant's balance as of June 30, 2005, and then shall credit earnings as provided in paragraph (B)(1).

C. Deferred Retirement Option Program (DROP) Entrants on or After July 1, 2005:

1. May enter DROP on attaining eligibility for Normal Retirement, as set forth in Chapter 17, City Code of Ordinances, and prior to attaining thirty-five years of creditable pension service.

2. May remain in DROP for five years of DROP service or until attaining a total of thirty-five years of combined DROP service and creditable pension service, whichever comes first.

Section 3. **CREDIT FOR MILITARY SERVICE:** Section 17-319 (Credit for Actual Military Service), Chapter 17, City Code of Ordinances shall be amended, not later than June 30, 2005, to read as follows:

Section 17-319. CREDIT FOR ACTUAL MILITARY SERVICE.
Creditable service of any member shall also include military service as defined in Section 17-303 provided:

(a) The member was in the active employ of the City as a firefighter immediately prior to such service and is legally entitled to re-employment under the provisions of the Uniformed Services Employment and Reemployment Rights Act, or other law applicable to such re-employment and, provided further, that said member returns to his or her employment as a firefighter within 1 year from the date of release from such active military service.

(b) The member makes the required contributions for service credit during such period based on his rate of monthly City compensation as of his date of entry into military service plus four per cent (4%) interest on such contributions compounded annually from the due date of the contribution to date of payment. A member will not be required to make contributions as set forth in this Section to receive service credit for military service as defined herein, provided such military service was rendered after October 1, 2003.

Section 4. **IMPLEMENTATION OF CHAPTER 99-1, LAWS OF FLORIDA:** The City Code of Ordinances shall be amended, not later than June 30, 2005, as set forth below:

A. Section 17-311(B), Chapter 17, City Code of Ordinances, shall be amended to provide that a member shall be considered totally and permanently disabled if, in the opinion of the trustees, he is prevented, by reason of a medically determinable physical or mental impairment, from rendering useful and efficient service as a firefighter.

B. Section 17-313, Chapter 17, City Code of Ordinances, shall be amended to provide that the normal form of retirement shall be a benefit for the member's lifetime and, in event of the member's death prior to ten years after retirement, the same monthly benefit shall be payable for the balance of such ten year period to the beneficiary.

C. Section 17-310, Chapter 17, City Code of Ordinances, shall be amended to provide that an employee who elects Early Retirement shall receive a monthly benefit computed in same manner as for a Normal Retirement benefit, except that the Early Retirement benefit shall be reduced by three-twelfths percent (3/12%) for each complete month by which the Early

Retirement date precedes the employee's Normal Retirement date.

D. The cost of these benefits shall be paid from the Accumulated Reserve for Future Benefit Improvements as stated in the annual plan valuation for the plan year that ended October 1, 2004. Any unfunded liability incurred by the pension plan for these benefits, in excess of the Accumulated Reserve for Future Benefit Improvements, shall be amortized over 30 years and paid for by a corresponding increase in the Frozen 1997 Amount of revenue received from the State of Florida.

Section 5. BENEFIT ACCRUAL RATE:

A. Not later than June 30, 2005, the City Code of Ordinances shall be amended to provide that the benefit accrual rate shall be 2.5 percent of Average Final Compensation for all creditable service as a member of the Firefighters' Pension Plan on or after October 1, 1978 and before October 1, 2002.

B. This accrual rate shall apply only to those employees who retire or enter the DROP program after June 30, 2005.

Section 6. EMPLOYEE CONTRIBUTIONS:

A. Employee contributions to the pension fund shall remain at 5 percent of all pension eligible compensation, except that effective the date the benefit accrual rate is increased, as set forth in Section 5 of this Article, employee contributions to the pension plan shall be 7.44 percent of all pension eligible compensation.

B. Not later than September 1st of each year, the City shall review the amount of the State of Florida remittance received by the Firefighters' Pension Fund. Based on this review, the employee contribution rate for the next year beginning October 1st shall be established as follows:

1. To the extent that such remittance exceeds the Frozen Amount of state revenue, the employee contribution to the plan shall be reduced for the year beginning the next October 1st. However, the employee contribution shall not be reduced below 6.22% of all pension eligible earnings.

2. To the extent that such remittance is below the Frozen Amount of state revenue, the employee contribution to the plan shall be increased for the year beginning the next October 1st. However, the employee contribution shall not exceed 7.44% of all pension eligible earnings.

3. In the event the review, set forth in paragraph B above, requires a

change in the employee contribution rate for the next year that begins October 1st, such change shall be adopted by City ordinance.

Section 7.**AGREEMENT OF THE PARTIES:** The City and the Union agree that the provisions of this Article are based on the Plan Actuary's impact estimates, dated May 2004, and acceptance of the amendments to Chapter 17, City Code of Ordinances, by the Division of Retirement. In the event the Plan Actuary modifies his impact estimates prior to implementation of these provisions, or in the event the Florida Division of Retirement fails to accept the amended ordinance, the parties shall meet to renegotiate the terms of this Article.

ARTICLE 19

HEALTH INSURANCE

Section 1.**INSURANCE COVERAGE:** The City agrees to continue to provide, during the term of this Agreement, group health insurance and some type of employee assistance benefit. The parties agree that the City will have the unilateral right to determine the carrier, deductible, and other terms and conditions of the health insurance policy or employee assistance program to be purchased for employees at the City's expense. The parties further acknowledge that from time to time it may be necessary for the City to alter the terms and conditions of such policies, including but not limited to the deductible, the carrier, and particular coverage. However, the City will, before any change is deemed appropriate, consult the Union prior to making its decision, not to bargain, but to inform the Union of its intention and to solicit suggestions from the Union. The City also agrees that it will at all times attempt to purchase the highest level of benefits available while at the same time minimizing the cost to the City.

Section 2.**ELIGIBILITY FOR COVERAGE UNDER GROUP INSURANCE PLANS:** Employees shall become eligible for coverage under the City's group insurance plans on the first day of the month following the month in which they complete 60 days of City service. Plan participation is voluntary and it is the employee's responsibility to request coverage.

Section 3.PAYMENT OF PREMIUMS:

- A.The entire cost of the Employee Assistance Program shall be borne by the City.
- B.For the year that begins October 1, 2004 the City shall offer bargaining unit members health insurance coverage at the employee and City contribution rates per pay period as set forth below:

	<u>Employee Contribution</u>	<u>City Contribution (%)</u>
Exclusive Provider Plan (EPO):		
Employee Only	\$7.08	\$134.52 (95%)
Employee Plus One	\$35.82	\$262.67 (88%)
Employee Plus Family	\$62.68	\$355.18 (85%)

Health Maintenance Plan (HMO)

Employee Only	\$18.62	\$137.53 (88%)
Employee Plus One	\$87.56	\$241.60 (73%)
Employee Plus Family	\$122.59	\$338.21 (73%)

Point of Service Plan (POS)

Employee Only	\$80.74	\$137.53 (63%)
Employee Plus One	\$218.52	\$241.61 (52%)
Employee Plus Family	\$305.91	\$338.22 (52%)

C. During each subsequent year of this Agreement, the City's contribution shall be recalculated to include payment of at least fifty percent (50%) of any premium increase for the health plans in effect at the beginning of this Agreement; provided however, that this provision shall not cause the City's contribution during subsequent years of the Agreement to exceed the contribution percentage rates set forth in paragraph B, above. During subsequent years of this Agreement, the City shall continue to select health plans as set forth in Section 1 of this Article. Health insurance plans and City contribution rates shall be the same as those offered to other employees generally.

C. Employees shall not have the option of reallocating City funding between tiers or plans.

E. The Union, through its membership on the Wellness Committee or directly to the Risk Management Director, may suggest methods of controlling insurance premium costs.

Section 4. RETIREE HEALTH INSURANCE SUPPLEMENT: Employees who retire from City service during the term of this Agreement shall receive a monthly health insurance premium credit equal to such premium credits offered to other retired employees generally. This benefit shall not continue as a *status quo* benefit after the expiration of this Agreement.

Section 5. LIFE INSURANCE: The City shall purchase and maintain in force during the course of this contract, a life insurance policy for each employee equal to the employee's

annual base pay, except that the value of the policy shall not exceed fifty thousand dollars (\$50,000).

ARTICLE 20

ANNUAL VACATION AND HOLIDAYS

Section 1.**GENERAL:** Vacation with pay will be granted to all personnel. Vacation time may be taken when credited to the employee and approved by the Chief or his or her designee, but no employee will be allowed to take such leave during the first six months of employment. When submitting a leave request, employees are responsible to insure they have or will have sufficient accrued vacation to cover the period requested. Employees are encouraged to utilize accrued vacation hours on an annual basis.

Section 2.**ACCRUAL:** Vacation shall be accrued on a monthly basis. New employees shall be credited with accrued vacation after six months of employment. The monthly period is considered to be from the 15th of one month to the 15th of the next month. Firefighters shall not accrue vacation in any month in which they work less than five (5) shifts. Vacation leave cannot be taken before it is earned and added to the employee's vacation leave balance. Employees covered by this agreement shall accrue annual vacation hours in accordance with the following table. The increases in accrual rates included in this table shall become effective on 15th day of the month following ratification of this Agreement by the bargaining unit.

	Years of	40-hour Employees		56-hour Employees	
		Monthly	Yearly	Monthly	Yearly
0 to 5	7.67	92.00	10.80	129.60	
6	8.33	100.00	11.73	140.80	
7	9.00	108.00	12.67	152.00	
8	9.83	118.00	13.83	166.00	
9	10.50	126.00	14.77	177.20	
10 to 14	11.33	136.00	15.93	191.20	
15 to 19	12.67	152.00	17.80	213.60	
20 or more	14.67	176.00	20.60	247.20	

Service Accrual Accrual Accrual Accrual

Section 3. **VACATION PAYOUT:** Vacation time shall be allowed to accrue until a maximum of 280 hours (56-hour employees) or 200 hours (40-hour employees) has been reached. At that point all additional vacation time shall automatically be converted to cash payment and shall be added to the employee's paycheck once a month. Employees shall be paid for any unused vacation due when leaving the City service.

Section 4. **VACATION SLOTS AND MINIMUM VACATION (FIREFIGHTERS):** There shall be three scheduled vacation slots available for employees covered by this Agreement. An additional vacation slot will be available on only those days identified as Holidays (less employee birthdays) in Section 6 of this Article. The total number of vacation slots available under this Article shall not exceed four on any day. Vacation must be used in increments of at least one (1) hour with leave to be charged in fifteen (15) minute increments thereafter. Each month, a new page, representing the new month, shall be added to the vacation calendar. Available vacation slots may be encumbered by:

- A. An approved vacation request.
- B. An approved Personal Day.
- C. Vacancy due to promotion or reassignment.
- D. Approved Union Business Pool Time.
- E. Sponsored training.
- F. Disciplinary suspensions (up to 60 days).
- G. Voluntary or involuntary termination (up to 60 days).
- H. Workers' Compensation (up to 60 days).
- I. Light duty (up to 60 days).
- J. Loss of a minimum qualification as a firefighter (up to 60 days).
- K. Short term Disability Leave (up to 60 days).

Section 5. **PRIORITY OF REQUESTS AND TYPES OF SCHEDULED VACATION (FIREFIGHTERS):** Except as specified in this Section, vacation shall be approved and scheduled in descending order of department seniority regardless of rank. Vacation time scheduled by the bargaining unit shall have the greatest

seniority. This shall be followed by suspensions, terminations, Workers' Compensation, light duty, loss of qualification as a firefighter and Short Term Disability (for up to 60 days). Both Union Business Pool Time and Sponsored Training shall be considered to have the least seniority. In the event of a conflict, Sponsored Training shall take precedence over Union Business Pool Time.

Leave already requested prior to a suspension, termination, Workers' Compensation, light duty, loss of qualification or Short Term Disability shall be deemed approved and not subject to cancellation by one of these leaves.

There shall be three types of vacation requests.

A. Scheduled Vacation: Defined as requests entered into the vacation book not later than the end of the shift preceding the employee's next regular shift for which vacation is requested. Procedures governing scheduled vacation requests are as follows:

1. Vacation shall be scheduled by seniority.
2. Provided the employee has, or will have, sufficient accrued vacation, a scheduled vacation request shall be considered approved if not challenged by a more senior request within six days after it is entered into the vacation book or at the end of shift preceding the vacation request.
3. Leave that encumbers a vacation slot and is subject to the 6 day challenge period as stated in paragraph 2, above, is limited only to vacation, Sponsored Training and Union Business Pool Time. All other leaves that encumber a vacation slot are considered immediately approved.
4. Date of entry into the vacation book shall be the calendar date on which the request was made.
5. To guarantee scheduled vacation an employee must schedule twelve (12) or more consecutive hours.
6. Employees scheduling less than twelve (12) hours must report to duty to ensure adequate staffing exists unless the vacation is at least six hours and begins at 0730. Vacation not starting at 0730 and less than 12 hours will be considered a same day vacation request.
7. Vacation requests for 12 or more hours shall have priority over requests for shorter periods.
8. Seniority challenges to vacation requests for the employee's next regular shift must be made before the employee leaves duty on

vacation leave.

9. Vacation that begins at 0730 shall be considered to have begun at the end of the prior regularly assigned shift.

10. Employees who wish to cancel an approved vacation must do so before leaving at the close of the previous assigned shift, unless approved by their District Chief.

B. Same Day Vacation: This is a request for vacation that begins and ends during the same shift in which it is requested. Such a request may be submitted at any time during the shift and may be approved, in the order received, at the discretion of the assigned District Chief. The District Chief may consider workload, staffing and scheduled training in making his or her decision. Once approved, same day requests may not be canceled.

1. Same day vacation requests for twelve or more hours shall take precedence over requests for less than twelve hours.

2. An employee who wishes to challenge a same day vacation request must do so within 90 minutes from the time the request is made or before the requesting employee leaves the station to begin the vacation, whichever comes first.

3. Once 90 minutes have elapsed from the time of same day request, the vacation requested will be considered approved.

4. The District Chief may cancel, delay or shorten same day vacation of less than 12 hours in the event of unscheduled or unforeseen absences (i.e., Sick Leave, Workers' Compensation time, etc) provided the vacation has not commenced. Vacation of 12 hours or more may be delayed but not cancelled or shortened.

C. Unscheduled Vacation: During the 48 hour interval between his or her regularly scheduled shifts, an employee may request vacation for unforeseen reasons. In such instances, the employee shall attempt to locate the assigned District Chief for approval. If the assigned District Chief cannot be located, the employee may contact the on-duty District Chief for approval. Once approved, unscheduled requests may not be canceled. The District Chief shall deny requests for Unscheduled leave for employees if the number of such requests by an employee exceeds two in a twelve-month period. In the event an unscheduled vacation request is disapproved, the employee must report to work or arrange coverage for his or her duties.

Section 6.HOLIDAYS: The following legal holidays and any other day which may be

designated as a legal holiday by the City Council shall be observed by the members of this bargaining unit. Dates listed shall be appropriate unless otherwise designated by action of the City Council:

Holiday	Date Observed
	New Year's Day January 1
Martin Luther King's Birthday	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday of September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Employee's Birthday	(Firefighters only)

Each holiday shall be 12 hours for employees who work a 56-hour workweek and 8 hours for employees who work a 40-hour workweek. Employees whose schedule is for four ten-hour days, and who do not work on the holiday, may take two hours paid time off (vacation or Personal Day); with the prior approval of the Deputy Chief, Life Safety Management, schedule an additional two-hours work on another day in the same workweek; or, if the employee has no accrued paid time off, take two hours leave without pay.

Section 7. PERSONAL DAY:

A. On October 1ST of each year, employees shall be credited with Personal Days as follows:

1. Firefighters scheduled to work a 56-hour week shall be credited with one 12-hour Personal Day.
2. Employees scheduled to work a 40-hour week shall be credited with two 8-hour Personal Days.

B. Employees hired after October 1st of each year shall be credited with proportional Personal Days as follows:

Month	40-hour Of Hire	56-hour Employees	Employees
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October – December	16 hours	12 hours	
January – March	12 hours	9 hours	
April – June	5 hours	4 hours	
After June	None	None	

C. Personal Days shall not accrue, that is, days not taken by September 30 of each year shall not be carried forward to the next year. Additionally, Personnel Days shall not be subject to cash payout or conversion to

annual or sick leave.

D. Personal Days shall be paid at the rate of 12 hours (firefighters) or 8 hours (fire safety inspectors and Fire Inspector/Investigators) at the employee's regular base rate of pay.

E. Use of a Personal Day is subject to the vacation scheduling policies outlined in Section 5 of this Article or as approved by the supervisor in the case of 40-hour employees.

ARTICLE 21

LEAVES OF ABSENCE

Section 1. FUNERAL LEAVE:

A. All full-time employees shall be granted, upon approval by the Fire Chief, time off with pay at their straight time rate, in the event of a death in the immediate family. For firefighters a maximum of one (1) shift shall be allowed off with pay for in-state deaths. Upon proof being furnished of travel out-of-state (or in state travel of 250 miles or more) which is made necessary by a death in the immediate family, a maximum of two (2) shifts may be allowed. In the event of death of the employee's spouse or child, a maximum of three (3) shifts shall be allowed. Employees scheduled for a 40-hour workweek shall be allowed three days time off with pay in the event of the death of an immediate family member; 5 days if travel to the funeral service exceeds 250 miles one-way. In the event of the death of a spouse or child, a 40-hour employee shall be granted 5 days off with pay.

B. "Immediate family" shall mean the employee's spouse, parents, child, grandchild, sibling, parents in law, grandparents, son-in-law, daughter-in-law, aunt, uncle, brother-in-law, sister-in-law, and any person who served *in loco parentis* before the employee's eighteenth birthday.

C. Funeral leave shall not be charged to vacation or sick leave or the sick leave bank.

D. Should an employee require additional time other than provided in paragraph A of this section, additional time may be requested from the Fire Chief. Upon approval by the Fire Chief, any additional time used may be charged to vacation if the employee had hours accrued that can be charged, or to leave without pay if no time is available.

E. The employee will provide the Fire Chief with proof of death in the immediate family and proof of attendance at the funeral, wake or other ceremony before compensation is paid under this part.

Section 2. **JURY DUTY:** Employees attending court for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend court. This time shall be charged as administrative leave with pay.

A. Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements can be made for their absence from work.

- B. Employees who are on jury duty for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the court.
- C. Time spent in court for jury duty is the actual time required to report, as scheduled in writing on the subpoena, until released by the judge or other officer of the court.
- D. Employees on jury duty while on scheduled vacation may be allowed to reinstate vacation hours served on jury duty if they provide satisfactory evidence of the time served on such duty to the Fire Chief or designee.
- E. In the event a holiday occurs during the period of jury duty, the employee shall receive pay for such holiday as holiday pay.
- F. The employee shall provide the Fire Chief or designee with proof of jury duty service before compensation is approved.
- G. Employees serving on jury duty during their normal working hours will be granted administrative leave with pay and will be required to turn over to the City any monies received from the court except per diem and travel expenses.

Section 3. **MILITARY TRAINING LEAVE:**

- A. Employees who are either members of the Florida National Guard or any other reserve component of the Armed Forces of the United States shall be entitled to a leave of absence with pay for a total of seventeen (17) work days in any one calendar year. For the purposes of this section only, a workday shall be defined as twelve (12) hours.
- B. In the event the employee who is a member of the Armed Forces Reserve or National Guard is required to attend drill or training in excess of the time allowed in subsection A of this part, time off without pay shall be allowed for the drill or training.
- C. It shall be the duty of the employee taking part in Armed Forces Reserve or Florida National Guard activities to provide the City with as much advance notice as is possible of the upcoming drill, training, or duty.

Section 4. **ACTIVE DUTY LEAVE OF ABSENCES:** Employees who are members of Florida National Guard or any other reserve component of the Armed Forces of the United States and who are ordered to federal active duty as set forth in Florida statute shall be granted a paid 30 calendar day paid leave of absence. Additional periods of active duty shall be without pay. During the entire leave of

absence benefits will accrue as set forth in the Uniformed Services Employment
reemployment Act.

Section 5. INDUCTION OR ENLISTMENT INTO MILITARY SERVICE: Any employee, who enlists, is drafted, or inducted into the Armed services for active duty, shall be granted a military leave of absence for the initial period of enlistment. All monies due the employee and benefits (i.e., annual leave, holiday time, etc.) shall be paid as required by Florida statute and the Uniformed Services Employment and Reemployment Act.

Section 6. REINSTATEMENT FROM MILITARY SERVICE:

- A. Upon termination from active military service, an employee who wishes to return to City employment shall contact the Personnel Director within ninety (90) days from the date of military separation unless a longer period is allowed by law. An employee shall not be considered eligible for reinstatement if he or she voluntarily re-enlisted in the military service beyond his or her initial military obligation. An employee requesting reinstatement with the City shall submit to a medical examination to establish the physical and mental capability of performing the duties of the position, with or without reasonable accommodation.
- B. An employee returning to City employment in his or her classified position shall start at the salary he or she would have received, including all adjustments, had he or she remained continuously in the service of the City instead of entering the armed services.
- C. If the position vacated by an employee who entered the military service is reclassified or retitled during the period of military service, such employee shall be entitled to be reinstated in the new or revised position, unless the employee is not capable of satisfactorily performing the duties of the position, even with reasonable accommodation. If the former position has been abolished or if the employee is incapable of satisfactorily performing the duties, the employee shall be entitled to reinstatement in a position as nearly comparable as possible in salary and duties to the position vacated, providing vacancies are available.

Section 7. LEAVE OF ABSENCE WITHOUT PAY:

A. Duration and Approval:

- 1. Employees may request a leave of absence without pay for absences in excess of thirty (30) calendar days, any excess to be determined and approved by both the Fire Chief and the City Manager.

2. The Fire Chief must submit a memorandum to the Human Resources Department placing an employee on a leave of absence for any period of leave without pay, which exceeds thirty (30) consecutive days. The leave of absence will be effective beginning with the first day of the absence (while on leave without pay status an employee's sick time and other excused absences will show as without pay for payroll purposes).
3. Extensions to authorized leaves of absence must be requested and approved in writing by the Fire Chief and the City Manager and notice given to the Personnel Director.
4. Upon notification that the original agreement for leave of absence has been altered in any way, the employee must return to employment or must make a reapplication for additional leave.

B. Employee's Responsibility:

1. An employee granted a leave of absence must keep the Fire Chief informed every three (3) months of current activity (school, medical, etc.).
2. An employee on a leave of absence must keep the Fire Chief advised of any change in his or her current address.
3. An employee who accepts either part or full-time employment elsewhere while on an authorized leave of absence is required to notify the Fire Chief in writing within three (3) calendar days of accepting such employment.
4. Failure to comply with the above requirements may result in the employee's being dropped from leave of absence status, in which case he or she must return to duty or be dismissed.

C. Reinstatement from Leave of Absence:

1. At the Fire Chief's discretion, employees returning from a leave of absence may be required to submit a doctor's statement certifying their ability to return to work.
2. An employee granted a leave of absence shall be returned to his or her former classification if the leave is less than ninety (90) calendar days, unless circumstances have so changed as to make it impossible or unreasonable to do so.

3. An employee granted a leave of absence of ninety (90) days or more shall be permitted to return to work providing a vacancy exists in his or her prior position or classification. If such vacancy does not exist, the employee shall be terminated and during the following six months, the City shall make a reasonable effort to return the employee to a position for which he or she is qualified.
4. An employee granted a leave of absence who wishes to return to work before the leave period has expired may be required to provide the Fire Chief with at least two (2) weeks' notice.
5. Employees reinstated to their prior classification from a leave without pay shall be entitled to receive their prior rate of pay in addition to any general pay increases applicable to their classification.
6. A leave of absence without pay for thirty (30) consecutive calendar days or longer will result in a corresponding adjustment of the employee's anniversary date of employment and classification date.
7. No sick leave, annual vacation leave, holiday or any type of seniority will be earned by an employee for the time that the employee is on a leave of absence without pay during periods of thirty (30) calendar days or more.

Section 8. **ADMINISTRATIVE LEAVE:** The City Manager may, in his sole discretion, place an employee who is under investigation for misconduct on Administrative Leave if the employee's continued service during the investigation is not advantageous to the City. Administrative Leave shall be without loss of pay or benefits and shall not be considered a disciplinary measure.

Section 9. **GROUP INSURANCE COVERAGE DURING LEAVES OF ABSENCE:**

- A. Group Life and Hospitalization Insurance Coverage may be continued for a maximum period of six (6) months while on authorized unpaid leave of absence, provided premium payments are kept current. In case of unpaid leave of absence for illness, the maximum period shall be twelve (12) months during which period both group life and hospitalization may be continued. In either case, employees will be responsible for the entire cost of coverage.
- B. A maximum delinquency period of two (2) months will be enforced for payment of premiums. If a monthly premium is delinquent and payment is not made by cash or payroll deduction from the applicable pay period, coverage will be canceled as of the beginning of the delinquent period.

C. Where the employee will be out of town during an approved leave exceeding thirty (30) calendar days, payment arrangements must be made in advance so that premiums are kept current.

D. If any coverage is canceled by the employee during an approved leave of absence, it will be reinstated upon return to active duty without observing the waiting period prescribed for new employees.

ARTICLE 22

HEALTH AND SAFETY

Section 1. **EMPLOYEE WELLNESS:**

- A. The City shall continue the current policy for employee physical examinations. The physical examination for members of the bargaining unit shall be similar to that provided to members of the HAZMAT Team. The department shall attempt to schedule examinations as far in advance as possible, but in no instance shall an employee be required to undergo an examination without at least a one-shift notice.
- B. Employees who are members of the HAZMAT team shall be provided the physical prescribed by the county in lieu of the examination provided by the City.
- C. Bargaining unit members shall be included as participants in Citywide wellness programs and events. The program shall consist of elements such as periodic health fairs; healthy lifestyle clinics such as weight management, smoking cessation, disease management and the like; preventative care such as flu shots, fitness assessments, and medical screenings; and workshops and lectures on health topics.
- D. The City will offer a specialized Fitness Initiative program. Participation in the Fitness Initiative program shall be voluntary and will consist of the following elements: a personal fitness evaluation annually, access to a trained fitness expert for the purposes of exercise planning and goal setting, and the ability to utilize City exercise equipment during the work shift. The City Fitness Initiative may be discontinued at any time when the number of bargaining unit members voluntarily participating in the annual personal fitness evaluation falls below sixty percent.
- E. The City Fitness Initiative shall include such incentives for participants as are recommended by the Wellness Committee and approved by the City Manager.

Section 2. **DRUG AND ALCOHOL POLICY:** Effective October 1, 2004, the City of Pinellas Park will implement a Drug Free Workplace program in accordance with Florida Statute (Drug Free Workplace Act) and 440.102 (Workers' Compensation), as such may be amended from time to time. City policy is set forth in the Drug and Alcohol Policy dated October 1, 2004, which is incorporated herein by reference.

Section 3. **COMMITTEE MEMBERSHIPS:** The City Safety Committee and the Wellness Committee shall each include at least one member who is a certified firefighter.

The Union shall name, with the concurrence of the Risk Management Director, a member of the bargaining unit to serve on each committee.

Section 4. CITY RECREATION FACILITIES:

- A. The City shall provide free admission/membership in City recreation facilities for employees, their spouses and any children living in the same household. Such admission shall be free seven days a week, when the facilities are open, except for organized programs or classes held at the facility, which shall be available to employees to the same extent as the public.
- B. All full-time employees who are not residents of the City will be issued, upon request, a City library card. Upon termination of employment with the City, the card must be returned to the City.

ARTICLE 23

ABSENCES DUE TO ILLNESS OR INJURY

Section 1. **FAMILY AND MEDICAL LEAVE ACT:** Under the federal Family and Medical Leave Act (FMLA) eligible employees are allowed up to twelve weeks of unpaid, job-protected leave within a twelve month period.

A. City policies and procedures for the implementation of the Act are contained in the City Personnel and Safety Rules and Regulations.

B. Although leave under the FMLA is unpaid, the City shall require that employees take paid leave (sick leave, vacation, disability leave, Workers' Compensation time off, etc.) concurrently with approved FMLA leave, if available and as provided for in this agreement.

Section 2. **SICK LEAVE:** All full-time employees assigned a 56-hour workweek shall be entitled to one hundred thirty-four (134) hours of sick leave with pay each fiscal year. All full-time employees assigned a 40-hour workweek shall be entitled to 96 hours each fiscal year. Sick leave should not be considered as a right, which employees may use at their discretion, but sick leave should be allowed only in cases of actual personal sickness, disability, or as otherwise outlined in the rules and regulations. The City provides protection for its regular full-time employees against loss of income sustained because of illness. Sick leave is intended to protect an employee against undue financial loss in the event of an injury. All eligible employees are encouraged to save their sick leave to meet serious illness situations. Sick leave is not intended for absences other than as outlined in this section. Part-time, temporary (seasonal) employees do not earn sick leave.

A. On October 1, 2004, 56-hour employees shall be credited with one hundred thirty four (134) hours of Sick Leave (40-hour employees shall be credited with 96 hours of Sick Leave). These hours will be the total amount of sick leave available to the employee during that fiscal year unless a serious illness or injury necessitates participation in the Short Term Disability Leave program. An employee hired after October 1, 2004 shall be credited with a pro-rated amount of hours of sick leave.

B. On October 1, 2005 and October 1, 2006, 56-hour employees shall be credited with sixty-seven (67) hours of sick leave (40-hour employees shall be credited with forty-eight (48) hours of sick leave). During each pay period that includes the 15th day of the month, 56-hour employees shall accrue an additional 6.10 hours (October through August) up to a maximum of 134 hours (40-hour employees shall accrue an additional 4.37 hours of sick leave up to a maximum of 96 hours). These hours will be the total amount of sick leave available to the employee during that fiscal year

unless a serious illness or injury necessitates participation in the Short Term Disability Leave program. Employees hired after October 1st of each year shall be credited with a pro-rated sick leave balance and shall begin to accrue sick leave in the month following their month of employment.

C. The employee may use sick leave time in the event of absence from work due to:

1. Personal illness, injury or disability, including maternity.

2. Medical, dental or optical treatment, which is necessary during working hours, verified by a doctor's statement when requested.

3. Quarantine due to exposure to disease.

4. Up to 34 sick leave hours (24 hours for 40-hour employees) annually may be used to care for a sick family member. Family member is defined as a spouse, child (natural, adopted or step) or parent (natural, adoptive, step or loco parentis).

D. Employees incapacitated and unable to work shall notify their immediate supervisor at such time as designated by the Department, not less than twenty-five (25) minutes before the normal time that they report to work each day, giving reasons for absence and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Fire Chief or his or her designee. It will be the Fire Chief's responsibility to require that a doctor's certification be furnished before the sick leave compensation is granted if the actual reason for the illness is questionable. Any employee who uses sick leave on a City Holiday shall be required to furnish doctor certification on return to work.

1. Abuse of sick leave privileges shall constitute grounds for disciplinary action.

2. Except for family member sick leave and medical appointments, sick leave absences (including absences without pay after sick leave has been exhausted) shall be for at least 12 hours.

3. An employee who is absent from work because of an FMLA qualifying event shall not be disciplined whether such use is intermittent or on consecutive days. The employee is responsible for notifying the Department of the need for FMLA and for providing the appropriate documentation of the FMLA qualifying event.

E. Any hours remaining of the employees' sick leave hours at the end of the fiscal year shall be paid out to the employee as follows:

1. Employees who have used time under the Disability Leave Program during the year will have 1/3 of their remaining sick leave hours paid out to them at their hourly rate of pay.

2. Employees who have not used time under the Disability Leave Program will have their remaining hours amortized at one-half the time remaining being paid out to the employee at his or her hourly rate of pay.

F. In the event of an employee's death or on the employee's Normal Retirement, as defined in Chapter 17, City Code of Ordinances, the remaining hours of sick leave for that fiscal year will be paid out as set forth in paragraph E, above.

Section 3. **WORKERS' COMPENSATION:** The City shall, through self insurance or the purchase of a commercial insurance product, provide for the compensation of employees covered by this Agreement who are injured in the line of duty in accordance with Florida Workers' Compensation Law, FS 440.

A. The City program is intended to liberalize the benefits of FS 440 but shall in all cases meet the minimum requirements thereof. Disability wage payments under the City's insurance program shall commence after the seventh day of an approved absence.

B. An injury shall be considered to have been incurred in the line of duty only if such injury is a compensable injury under the Florida Workers' Compensation Law.

C. The City's physician, in accordance with the Workers' Compensation Law, shall determine the length of time off under this program.

D. The City, at its sole discretion, retains the right to offer an employee who sustains an in line of duty illness or injury a temporary light duty or modified duty assignment for a period not to exceed six months. Such duty shall be in accord with the restrictions set forth by the authorized treating physician. While there is no employee entitlement to light or modified duty, an employee who is offered such a temporary duty assignment and declines shall not be compensated for time off under this program. Employees who accept a temporary light or modified duty shall be paid their base hourly rate of pay, plus incentives, for all hours worked.

E. If the illness or injury requires an absence of more than seven days, the City's insurance coverage shall provide wage replacement of up to 66 2/3 of the employee's average weekly wage calculated in accordance with and subject to the limitations of FS 440.

- F. Any base wages and incentives not covered by the City's insurance program for a period of absence due to an illness or injury compensable under FS 440 shall be paid by the City directly to the employee for a period not to exceed six months, until the employee reaches maximum medical improvement, or until the employee qualifies for Social Security disability or retirement disability, whichever comes first.
- G. In no case shall the City pay any amount under this program which would, when combined with part-time wages or earned income from any other source and paid to the employee, result in the employee receiving an amount greater than that employee's appropriate City base wage amount or the amount required by FS 440, whichever is greater. The City shall retain the right to recover third party damages.
- H. As set forth in FS 440.09(5), if an employee's Workers' Compensation injury is caused by the knowing refusal by the employee to use a safety appliance or observe a safety rule required by state statute, or if the injury is caused by the knowing refusal by the employee to use a safety appliance provided by the City, such employee's disability payments as outlined in this Section may be reduced by twenty-five (25) percent.
- I. In order to be eligible for the liberalization of FS 440 Workers' Compensation benefits as set forth in this Section, an injured employee must comply with all administrative, procedural and documentation requirements of FS 440, the City's insurance provider or claims agent, and fully cooperate with those persons who are responsible for investigating, administering, or providing treatment under such injury claim.

Section 4. **SHORT TERM DISABILITY:** The City shall provide Short Term Disability coverage for all employees as set forth in the Short Term Disability Plan document.

ARTICLE 24

EMPLOYEE RIGHTS AND DISCIPLINE

Section 1.**REPRESENTATION:** An employee covered by this Agreement shall have the right of Union representation when summoned to a meeting with an officer of the Fire Department and the employee reasonably expects that the meeting could result in disciplinary action against him or her. An employee who wishes to exercise the right of representation is responsible for notifying Union officials of the date, time and location of the meeting.

Section 2.**FIREFIGHTERS' BILL OF RIGHTS:** Any City employee appointed to conduct an inquiry into allegations of misconduct by a firefighter shall do so in accordance with the provisions of Florida statute 112.82 (Firefighters' Bill of Rights) and Florida Statute 112.84. Additionally, Florida Statute 401, Part III shall apply, as appropriate.

Section 3.**DISCIPLINARY MEASURES:** The City shall continue the policy of progressive and appropriate discipline. Further, disciplinary measures shall be imposed only for just cause, be reasonably related to a business interest of the City and administered with appropriate due process as prescribed in the City Personnel and Safety Rules and Regulations. Employees serving an initial, or extended, probationary period may be discharged "at will" at any time during that probationary period.

Section 4.**DISCIPLINARY SUSPENSIONS:** For the purpose of a disciplinary suspension, a workday shall include the same number of hours as a holiday as follows:

A. Twelve (12) hours for fifty-six hour employees.

B. Eight (8) hours for forty-hour employees, whose workweek is five eight-hour days.

C. Eight (8) hours for forty-hour employees, whose workweek is four ten-hour days.

ARTICLE 25

EMPLOYEE RECORDS

Section 1. **PERSONNEL RECORDS:** Employee personnel records shall consist of those documents defined by the City as pertaining to employment and other documents described in statute as essential documents of the personnel file. An illustrative list of these documents is at Appendix C. Personnel files, less those documents specifically excluded by statute, may be public records and subject to release under Florida Public Records Law. The City, at its option, shall maintain personnel files in paper format, electronic format or a combination of these two formats. Employees shall have the following rights with respect to personnel files:

- A. Upon request, to examine and copy, at no expense to the employee, any and all material, including any and all evaluations, contained in the employee's personnel record.
- B. Receive a copy of any and all material placed in his or her personnel record and have a reasonable opportunity to rebut matters in his or her personnel file.
- C. Receive notification when a request under the Florida public records law is made concerning his or her personnel record. However, such notification shall not delay release of requested materials.

Section 2. **MEDICAL RECORDS:** The provisions of Florida Statute shall govern all aspects of medical record privacy with respect to ownership, access and release of medical information. City requests for medical information shall be made according to law. Information so obtained shall not be released or used for other than its intended purpose.

ARTICLE 26

USE OF CITY ELECTRONIC SYSTEMS

Section 1.**OFFICIAL USE OF EQUIPMENT:** Electronic systems provided by the City are for the conduct of official City business. The Fire Chief may designate certain hours during which these systems may be used for other than official business by 56-hour employees. However, such use shall be at no cost to the City and the employee shall have no right to an expectation of privacy. All use shall comply with City policies.

Section 2.**UNION-MANAGEMENT COMMUNICATIONS:** In the interest of regular and open communication, the City may, when requested by President, IAFF Local 2193, provide Union officials access to the City computer network for the purpose of conducting labor-management business. Communications and documents created, received or transmitted via the City computer system may be subject to disclosure under Florida Public Records Law. Union officials using the City computer network have no right to an expectation of privacy.

ARTICLE 27

ENTIRE AGREEMENT

Section 1.**NEGOTIATIONS:** The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement. This contract may be modified and/or amended by mutual agreement of the parties in accordance with the law.

Section 2.**MEMORANDA OF AGREEMENT:** The City, the Union and the bargaining unit members agree that from time to time, issues may arise which are not specifically addressed by this Agreement or on which this Agreement is ambiguous. The bargaining unit employees and the City do hereby designate and vest with their representatives the ability to execute memoranda of understanding addressing such situations or clarifying ambiguous contract language. All such memoranda of understanding shall require the approval of the City Manager. All such memoranda of understanding shall be valid only until the expiration of this Agreement. This section shall apply only in the event of consent by both parties and neither party is obligated to agree to execute memoranda of understanding.

Section 3.**WAIVER AND ESTOPPEL:** The failure of either party to this contract to exercise any right or power retained by them pursuant to this contract or granted to them by any federal, state, or local law, charter or ordinance will not constitute nor be deemed a waiver or estoppel of that party's right to exercise such right or power in the future, unless that exercise would be in direct conflict with any express provision of this contract.

ARTICLE 28

SAVINGS CLAUSE

Section 1.**SEVERABILITY:** If any Article or Section of this Agreement should be found invalid, unlawful or not enforceable, by reasons of any existing or subsequently enacted legislation, or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.**INVALIDATION:** In the event of invalidation of an Article or Section, both the City and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 29

DURATION, MODIFICATION AND TERMINATION

Section 1.**DURATION OF AGREEMENT:** This Agreement shall be effective as of October 1, 2004 and shall continue in full force and effect until the last day of September 30, 2007 from year to year thereafter until a new contract is adopted by the City and the Union. If either party desires to modify, amend, or terminate this Agreement, such parties shall provide written notice of such desire not later than March 30 of the year of expiration.

Section 2.**TERMINATION:** Following the sending and receipt of notice described above, the parties shall follow the procedure contained in the Public Employees Relations Act toward the consummation of a new Agreement.

Executed this _____ day of _____ January 2005.

THE CITY OF PINELLAS PARK, INTERNATIONAL ASSOCIATION
FLORIDA OF FIREFIGHTERS, LOCAL 2193

Michael B. Gustafson James B. Dudley
City Manager President, IAFF Local 2193

Douglas A. Lewis Gerard A. Lubick
Fire Chief Vice Pres., IAFF Local 2193

Tom Owens
Human Resources Administrator

APPROVED AS TO FORM AND CONTENT:

James W. Denhardt, City Attorney