

# **CONTRACT**

**Between**

**Pinellas Suncoast Fire & Rescue District**

**And**

**The Indian Rocks Professional  
Firefighters Association  
IAFF Local #3206**

**October 1, 2006 – September 30, 2007**

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## Preamble

This agreement is entered into by and between the Pinellas Suncoast Fire & Rescue District, hereinafter referred to as the "Employer," and the Indian Rocks Firefighters Association, Local 3206, hereinafter referred to as the "Union."

WHEREAS, the Employer and the Union will endorse the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the Employer, acting through the Fire Chief, to retain the right effectively to operate in a responsible and efficient manner and are consistent with the paramount interests of the Fire District and its citizens;

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by the statutes of the State of Florida; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the District, and to provide an orderly and prompt method for handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

**ARTICLE 1  
MANAGEMENT'S RIGHTS**

**Section 1.** Except as expressly limited by any specific provision of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to its rights: to determine, and from time to time re-determine, the number, location, and types of its various operations, functions and services; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services, from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the Employer; to create, modify or discontinue jobs; to establish and change working rules and regulation; to alter, vary or discontinue past practices; to create new job classifications; to establish and change work schedules and assignments; to transfer and/or promote employees; to lay off, furlough, demote, or otherwise relieve employees from work for lack of work, lack of funds, or any other legitimate reason; to suspend, discharge, demote, or otherwise discipline employees for just cause; to subcontract; and otherwise to take any and all such measures as the Employer may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

**Section 2.** If in the sole discretion of the Employer, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this agreement may be suspended by the Employer during the time of the declared emergency, provided that wage rates, overtime, and other monetary benefits shall not be suspended.

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

**Section 4.** The above rights of the Employer are not all inclusive, but indicate the type of matters or rights, which belong to, or are inherent to, the Employer.

**ARTICLE 2  
UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of negotiations over salaries, benefits, and all other conditions of employment for all employees under the bargaining union as established in Section 2 of this Article.

**Section 2.** The bargaining unit shall consist of those classifications in the Fire District listed in this Section:

Firefighter/EMT  
Firefighter/Paramedic  
Lt./EMT  
Lt./Paramedic  
Captain

**Section 3.** In this contract, the term Firefighter shall be understood to represent the full time, paid classification of:

Captain  
Lt./Paramedic  
Lt./EMT  
Firefighter/Paramedic  
Firefighter/EMT

As indicated in Section 2 of this Article.

**ARTICLE 3  
REPRESENTATIVE OF PARTIES**

**Section 1.** The Employer agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring the mutual consent or other official action called for by this Agreement. The Union agrees to notify the Labor Relations Office and Fire Chief of the names of such authorized representatives as of the execution of the Agreement and replacement therefore during the term of this Agreement.

**Section 2.** The Employer and Union agree that during the term of this Agreement, both parties will deal only with authorized representatives in matters regarding the negotiation and administration of this Agreement.



**ARTICLE 4  
UNION REPRESENTATION**

**Section 1.** The Employer agrees to recognize the Union representatives designated by the Union. The Union shall furnish written notice to the Labor Relations Office and Fire Chief of such Union Representatives.

**Section 2.** There shall be five (5) Union representatives authorized by this Agreement. The Union representatives shall be limited to President, Vice President (3), and Secretary-Treasurer. There shall be only one Vice President for each shift, who shall serve as Union steward.

**Section 3.** No Union business, excluding the processing and investigation of grievances, shall be conducted between the work hours of 7:30 a.m. and 5:00 p.m. Unless specifically authorized by the Chief or his designee. At all other times, Union business may be conducted unless it interferes with activities ordered by superior officers or required by the employee's duties.

**Section 4.** Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, shall not be engaged in during working hours.

**Section 5.** The Union shall not distribute literature concerning Union business or activities during working hours.

**Section 6.** The Union shall not distribute on Fire District property any materials that reflect on the integrity or motives of any individual, district, or activity of District government.

**ARTICLE 5**  
**PAYROLL DEDUCTION OF UNION DUES**

**Section 1.** Employees represented by the Union may request on a prescribed form the authorization of payroll deductions for the purpose of paying Union dues. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or assessment, and shall not honor any requests of this nature other than for Union dues.

**Section 2.** The Union will initially notify the Fire Chief's office as to the amount of dues to be deducted from a member's salary each paycheck. This notice shall state the paycheck amount in dollars and cents for each individual member. Such notification will be certified to the Fire Chief's office in writing over the signature of an authorized officer of the Union, at least thirty 30-calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the Fire Chief's office, and shall be done at least thirty 30-calendar days in advance of the effective date of such change.

**Section 3.** Deductions for Union dues will be honored providing an authorization form for such deduction is properly executed and has been submitted to the Payroll Section of the Finance Department.

**Section 4.** The Union shall indemnify and hold harmless the Employer from any and all claims or demands and expenses in connection therewith based upon the Employer's participation in dues deductions.

**Section 5.** The Union will furnish to its members forms of a uniform size (8.5"x11") for individual authorization, reading as follows:

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
AUTHORIZATION FOR DEDUCTION OF DUES**

I hereby authorize the Pinellas Suncoast Fire & Rescue to deduct from my wages each paycheck the current normal IAFF dues and to transmit this amount to the Treasurer of Local 3206.

I understand that this authorization is voluntary, and that I may revoke this authorization by giving notice to the Pinellas Suncoast Fire & Rescue and Local 3206 in writing.

\_\_\_\_\_  
EMPLOYEE NUMBER

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE



**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF DUES**

I hereby instruct the Pinellas Suncoast Fire & Rescue to stop deducting from my wages each paycheck the current normal dues of the Local 3206.

\_\_\_\_\_  
EMPLOYEE NUMBER

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE



**ARTICLE 6  
UNION BUSINESS**

**Section 1.** Any person of the bargaining unit may donate to the Union pool time. The time donated will be drawn from holiday or vacation leave. Carry-over of Union pool time from one fiscal year to the next shall not exceed three hundred fifty (350) hours. Donations of time shall be made in writing and signed by the employee. The Department shall donate six (6) hours of pool time for each member in the bargaining unit and each member of the bargaining unit will donate six (6) hours on October 1 of each year. Once hours are used, each party agrees to split the hours equally to bring the pool time to the maximum three hundred fifty (350) hours on October 1, of each year.

**Section 2.** Charges against the Union business pool time, as provided in this Article, shall only be made when approved by the President of the Union, or his Union designee, with the approval of the Fire Chief. The Union shall notify the Employer in writing of any charges against the pool at least five (5) working days prior to the time-off period if possible, but said time-off request shall have at least forty-eight (48) hours notice. In the event that pool time is used to “pay off” a trade that was necessary in order to allow for the performance of Union business, then the employee working the trade will be paid from the pool time at his straight time rate of pay. However, in the event that the Department of Labor, or any other government agency having jurisdiction determines that the employee working the trade was entitled to more than straight time, then the Union shall indemnify the employer for any additional monies or time which it is required to provide by the Department of Labor or such other agency having jurisdiction.

**Section 3.** The use of the above referenced pool time shall be used with the approval of the Fire Chief or his designee. The District shall not incur overtime. Time off under this provision shall be granted at the discretion of the Employer; however, the Employer given sufficient advance notice by the Union will not unduly restrict use of this time.

**Section 4.** Authorized persons using pool time will not suffer loss of any benefit. However, pool time shall not be considered hours worked for any purpose, and Workers Compensation shall not cover employees using pool time.

**Section 5.** Donations by employees to the Union business pool time account shall be processed by the District only one time each fiscal year

**Section 6.** If the Union is dissolved, remaining and accumulated pool time is forfeited.

**ARTICLE 7**  
**PROHIBITION AGAINST STRIKES**

**Section 1.** A strike shall be defined as: the concerted failure to report for duty, the concerted stoppage of work, the concerted submission of resignation, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the District; or participation in deliberate and concerted course of conduct which adversely affects the service of the Pinellas Suncoast Fire & Rescue.

**Section 2.** Neither the Union, nor any of its officers or agents, or members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any strike, slowdown, concerted stoppage of work or any other activity which prohibits an employee from reporting for duty.

**Section 3.** The Union agrees not to picket over any matter subject to the grievance procedure provided herein or as part of an effort to alter this Agreement during its term. This does not restrict the Union's right to picket for other purposes so long as the same does not lead to a cessation of work by a District employee.

**Section 4.** An employee who participates in or promotes a strike, work stoppage, or any other interference with the operation of the fire department shall be subject to disciplinary action including discharge.

**Section 5.** In the event of a strike, work stoppage, or any other interference with the operation of the fire department, a responsible official of the Union shall promptly and publicly disavow such strike, or work stoppage, and shall order the employees to return to work, and attempt to bring about a prompt resumption of normal operations or cessation of the offending activity. The Union will notify the Employer within 24 hours after the commencement of such strike what measures it has taken to comply with the provisions of this Article.

**Section 6.** In the event that any person covered by this contract has taken part in any action which is in violation of this section, then any resort to the arbitration procedure by the employee shall be limited to the issue of whether or not the employee so participated; and the arbitrator shall have no authority to alter or mitigate the punishment.

**Section 7.** Should the Union and/or any employee of the Pinellas Suncoast Fire & Rescue breach this Article, the Employer may then proceed against the Union, and/or each individual employee, as provided by any law. The rights accorded by law shall be in addition to, and shall not be limited, modified, or in any way affected by the provisions of this Article.

**ARTICLE 8  
BULLETIN BOARDS**

**Section 1.** The Union may furnish a bulletin board for its exclusive use of a type and in an area agreeable to the Employer, at each work location.

**Section 2.** These bulletin boards shall be used for posting Union notices, but restricted to notices of:  
Union recreational or social affairs  
Union elections and results of such elections  
Union appointments  
Union meetings  
Union notices pertinent to its members

**Section 3.** A duly recognized officer of the Union shall sign all such notices. No notices shall be posted upon the Union bulletin board before a copy of the material to be posted has been shown to the Fire Chief or his designee.

**Section 4.** Supervision may not remove Employer-approved Union material without first informing officers of the Union.

**Section 5.** All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material or designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

**ARTICLE 9  
HOURS OF WORK**

**Section 1.** The three (3) platoons, 24-hour tour of duty, 48 hours off-shift schedule, now in effect, shall not be changed arbitrarily or capriciously.

**Section 2.** All employees within the bargaining union who are covered by this contract shall report to duty at 7:30 a.m. on their duty day, and will be relieved of duty at 7:30 a.m. the following day unless otherwise instructed, on an individual or department basis, by the Chief or his designee.

**Section 3.** 7:30 a.m. to 4:30 p.m. are for normal assigned work hours. Any duties assigned that the employee feels are punitive or unreasonable; the employee shall have the right to discuss the assignment with the On-Call Chief before performing those duties.



**ARTICLE 10**  
**JURY DUTY AND COURT ATTENDANCE**

**Section 1.** If an employee covered by this labor agreement is summoned for jury duty and job-related court attendance, he shall promptly notify his immediate supervisor so that arrangements may be made for his absence from work.

**Section 2.** Employees that are required to be absent for any portion of their currently scheduled work hours due to such jury duty and job-related court attendance shall receive straight-time pay for the hours absent from work.

**Section 3.** Employees who perform jury duty for only a portion of their regular scheduled work day are expected to report to work prior to such jury duty, or when excused or released by the court. Employees required to report for jury duty will be released from duty at 5:00 a.m. If impaneled on a jury, all work shifts will be considered jury duty leave until the presiding judge releases the employee.

**Section 4.** The employee shall provide the Fire Chief or his designee with proof of jury duty service before any Fire District compensation is approved.

**Section 5.** Any employee whose appearance is required in court as the result of a matter arising out of the course of his employment shall suffer no loss of pay or benefits, provided they comply with Section 3 of this Article and report back to duty when released by the court.

**Section 6.** Any compensation received by the employee on account of jury duty or job-related court appearances shall be considered the property of the District, and shall be turned over to the District immediately upon receipt by the employee. This section shall not include any portion of fees paid to the employee as car allowance or mileage; provided, however, that in the event the employee used a District-owned vehicle for transportation, then this portion of the compensation shall also be turned over to the District.

**Section 7.** Failure to comply with the above sections may be cause for disciplinary action.

**Section 8.** In the event that court attendance arising from the scope of the employee's district employment may be required while off duty, an employee shall receive payment at his regular rate of pay, unless overtime pay is required under applicable federal or other law.

## **ARTICLE 11 SICK LEAVE**

**Section 1.** Employees shall be entitled to earn and accrue sick leave while on active pay status at the rate of twelve (12) hours for every calendar month worked as a fifty-six (56) hour employee. Employees shall be eligible to use sick leave after six (6) months of employment.

**Section 2.** Sick leave may be accumulated to a maximum of one thousand four hundred forty (1,440) hours for scheduled fifty-six (56) hours per week employees.

**Section 3.** An employee who is incapacitated or otherwise unable to work must notify the Shift Commander on duty at least one hour prior to scheduled report time, reporting the nature of the illness or incapacity and the expected period of absence. This procedure shall be followed each succeeding shift unless prior approval is given by the District. A failure to give the required notice shall render the absence to be unexcused and the employee shall be considered to be absent without leave.

**Section 4.** The employer reserves the right in all cases when it reasonably suspects an abuse of sick leave to require the employee to furnish a doctor's certificate. When requested, the certificate will be furnished within 24 hours.

**Section 5.** Employees using sick leave are expected to be found, at their respective homes. However, an employee may go to a physician's office, the hospital, or other places which are required for the treatment of the condition which causes the sick leave or relate to a bona fide emergency provided he/she has notified the Fire Chief or his designee.

**Section 6.** Employees covered by this agreement may use one (1) shift for a local death and two (2) shifts for a death that is non-local in the event of a death in the immediate family. The employee's immediate family shall be defined as: spouse, child, either parent, either of spouse's parents, step-parents, brothers, sisters, spouse's brothers or sisters, grandparents, spouse's grandparents, step-children. Should an employee require additional funeral leave, he/she may request additional time from the Fire Chief or his designee. Upon approval, any additional time used will be charged to sick leave, then holiday time, then vacation time if the employee has the hours accrued that can be charged.

**Section 7.** In the event that an employee is killed in the line of duty, or suffers death on account of injuries sustained in the line of duty, then the District shall pay to the employee's beneficiary an amount equal to his accrued sick leave, up to a maximum of seven hundred twenty (720) hours, computed at the employee's rate of pay at the time of death.

**Section 8.** In the event of retirement, as defined by the Florida Retirement System, or any job-related disability retirement, as defined by the Florida Retirement System, then the Department shall pay to the employee, at the effective date of retirement, an amount equal to two (2) percent of the employee's total accrued sick leave up to seven hundred twenty (720) hours for each year of employment, up to a maximum of fifty (50) percent of the total maximum of four hundred eighty (480) hours, computed at the rate of pay paid to the employee at the time of retirement.

**Section 9.** Employees who use all their vacation, holiday and sick time due to an injury or illness may have employees donate time to a catastrophic leave time pool for employees to use. Donations will be in twelve (12) hour increments, coming from the contributing employee's holiday time or vacation time.

**Section 10.** Employees using the Catastrophic Leave Time Pool can use up the donated hours during their recovery, with a doctor's certificate and reasonable estimated returned date, not to exceed six (6) months.

**Section 11.** Upon effective date of this contract, the department shall establish a sick leave incentive program. Employees with six hundred twenty (620) or more hours of accumulated sick leave are eligible to participate in the department's sick leave incentive program.

- If no sick leave is used during the fiscal year, the employee may convert up to twenty-four (24) hours of sick leave to holiday time.
- If up to twenty-four (24) hours of sick leave is used, the employee may convert up to twelve (12) hours of sick leave to holiday time.

**Section 12.** Sick Leave may be used for illness or injury for the employee or care of an immediate family member. Immediate family member shall be defined as: spouse, child, or employee's parents.

**Section 13.** The department shall comply with all provisions of the Family Medical Leave Act as required by law.

**Section 14.** An employee judged not fit for duty, by his officer, due to illness or non-work related injury, may be sent home on sick leave. This action will be non-grievable, unless the above action is judged to be malicious in nature.

**ARTICLE 12  
HOLIDAYS**

**Section 1.** In consideration for time worked on and around holidays while other departmental employees are off, the following compensation will be granted at the rate of twelve (12) hours holiday time per holiday for all fifty-six hour per week employees.

**Section 2.** The following holidays will be used for accumulating holiday time under this agreement:

New Year's Day  
Employee's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving  
Christmas Day  
Presidents' Day

**Section 3.** The maximum time that will be accumulated at the end of each calendar year will be one hundred twenty (120) hours.

**Section 4.** There is no intended minimum limit to hours taken during any particular year.

**ARTICLE 13  
TRADE TIME**

**Section 1.** Employee may trade time subject to the following terms and conditions:

Employees wishing to trade time shall obtain permission from their immediate supervisor and acknowledgment by the District Chief at least two and one-half (2.5) hours prior to the trade unless it is an emergency and accepted as such by the Fire Chief or his design. The employee working the trade time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.

If the person agreeing to fill in time fails to fulfill the trade, for any reason whatsoever, and because of the failure of the employee to fulfill the trade the employer is required to pay overtime or other premium pay, the employee failing to make the trade shall indemnify the employer for any and all monies paid out by the employer in excess of that which would have been paid had the trade taken place. An employee will fulfill a trade either by working the appropriate shift or arranging for an equivalent employee to work it.

All trade time shall be recorded in the daybook, and an individual working the trade shall assume all duties and responsibilities of the person he is working for. In the event the man fails to return to work for any reason at the agreed time, the person assuming his responsibilities shall complete the shift. Payback of trade time will be the responsibility of personnel involved in the trade.

The Employer shall not be required to allow an exchange if doing so would impose upon the Fire District liability for any additional overtime compensation, or any other form of additional compensation over what persons may otherwise be entitled to, or if the level of service would be lowered as determined by departmental management.

Employees will use the following guidelines when using trade time:

- Firefighter/EMT/Paramedic with Firefighter/EMT/Paramedic
- Lieutenant/EMT/Paramedic/Acting Lieutenant with Lieutenant/EMT/Paramedic/Acting Lieutenant

Other trade times will be allowed with the approval of the Fire Chief or his designee.

**ARTICLE 14  
VACATION**

**Section 1.** Permanent full-time employees covered by this Agreement shall accrue annual leave while on active pay status based on their date of permanent employment with the Fire District and shall be limited to the following schedule:

Regular vacation time is granted by seniority and working schedule at the discretion of the Fire Chief at the following rates:

Following:	56 hour employees
One year of service	6 - 24 hour shifts
Three years of service	9 - 24 hour shifts
Five years of service	12 - 24 hour shifts
Six years of service	13 - 24 hour shifts
Eight years of service	14 - 24 hour shifts
Eleven years of service	15 - 24 hour shifts
Fourteen years of service	16 - 24 hour shifts

**Section 2.** After the initial year of service, vacation leave may be taken with Fire Chief approval and chargeable in quantities of not less than twenty-four (24) hours except in approved emergencies.

**Section 3.** Employees shall not be paid for vacation leave earned in lieu of taking a vacation. The only time employees may be paid for earned vacation is upon termination.

**Section 4.** Upon termination of employment, the employee shall be entitled to compensation for any earned but unused vacation leave, at the time of termination at the employee's normal base rate of pay as set forth in the salary schedule in this agreement. This does not apply to employees having less than one (1) year service.

**Section 5.** Vacation leave shall not be granted in advance of being earned.

**Section 6.** Vacation time shall be computed from anniversary date to anniversary date.

**Section 7.** Up to one hundred twenty (120) hours of vacation may be carried forward into the year following that in which it was earned, provided that no such pool shall be allowed unless approved by the Chief, and provided further that only one rollover of vacation time will be approved, and any vacation rolled over into the succeeding year must be used in that year or it shall be deemed forfeited.

**ARTICLE 15**  
**EDUCATIONAL TUITION AND TRAINING**

**Section 1.** The Pinellas Suncoast Fire & Rescue District shall pay tuition for job related courses for those covered by this agreement.

**Section 2.** A request must be submitted in writing and be approved by the Fire Chief or his designee prior to enrollment.

**Section 3.** The District will issue a purchase order and/or letter of sponsorship to the student, to be presented to the course sponsor.

**Section 4.** The employee upon completion of the course (if applicable) must provide proof of successful completion with a minimum grade of "C" and certification to the District.

**Section 5.** If a course is not completed, or the minimum grade is not achieved, the employee will not be eligible for training funds. The course shall be retaken at the next scheduled course and successfully completed at the employee's own expense or the Fire District shall be reimbursed by the employee for costs incurred.

**Section 6.** Course cancellation or interruption by teaching institution shall not constitute unsuccessful completion.

**Section 7.** The Pinellas Suncoast Fire & Rescue District shall pay all certification fees for certifications required by the District.

**Section 8.** The District may elect to reimburse employee for education, tuition and training in lieu of procedures outlined in Section 3.

**ARTICLE 16**  
**WAGES**

**Section 1.** The wages agreement for employees working a fifty-six (56) hour work week will appear in the Appendix Supplement and will be effective upon ratification of both parties. Employees covered by this agreement shall have their salaries adjusted across the board as reflected in the Appendix Supplement. As of October 1, 2006, employees shall receive a wage increase of five (5) percent.

**Section 2.** Step increases (Class advancement) shall be based on meritorious performance. All step increases shall be five (5) percent. The Administration shall evaluate employees annually and an unfavorable evaluation may result in denial of a step increase. Step increases are reflected in the progression of the salary schedule. An employee who has received an evaluation resulting in the denial of a step increase shall have the right to request another evaluation after one, ninety (90) day period. An employee who has had a denial of step increase shall continue to have the same date, as his anniversary date, for all future step increases.

**Section 3.** When an employee, after departing from his regularly scheduled shift, is officially ordered to and does report back to work, he/she shall receive compensation for a minimum of two (2) hour pay at the overtime rate.

**Section 4.** All employees must maintain their current certifications, at their own expense, except when the employees take advantage of an employer-offered course.

**Section 5.** Firefighter EMT pay will establish the base pay for the District (See attachment).

**Section 6.** Paramedics will receive an incentive of eleven (11) percent above Firefighter EMT pay.

**Section 7.** Lieutenant EMT's will receive fifteen (15) percent above Firefighter EMT pay.

**Section 8.** Lieutenant Paramedics will receive twenty-six (26) percent above Firefighter EMT pay.

**ARTICLE 17  
OVERTIME**

**Section 1.** Overtime shall be paid as required by federal law or any other law.

**Section 2.** The District shall select the pay period and work period to be used in determining overtime. Once established, the pay period and/or work period shall not be changed arbitrarily or capriciously.



**ARTICLE 18**  
**SENIORITY AND REDUCTION-IN-FORCE**

**Section 1.** Seniority shall be defined as the employee's hiring date or re-employment with the Department. Seniority will not accrue during a leave of absence without pay for thirty 30-calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Seniority shall be used for purposes of computing vacation, service awards, and other matters based on length of service. For the purpose of this contract, seniority shall be construed as the date upon which the employee entered employment within Pinellas Suncoast Fire & Rescue.

**Section 2.** Classification seniority is the length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer, or promotion to present classification. Seniority will not accrue during a leave of absence without pay for thirty 30-calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. For the duration of this contract, in the event of a layoff, lieutenants will revert to their former rank and retain all their seniority rights. This section will be activated only in the event of a layoff.

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

- Voluntary termination
- Retirement
- Termination for cause
- Layoff exceeding twelve (12) months
- Absent without authorized leave
  - For two (2) consecutive working shifts.
- Failure to return from military leave
  - Within the time limits prescribed by law

**Section 4.** In the event of a layoff, probationary employees shall be laid off first and shall not recall rights. Layoff shall be accomplished first within the affected classification. In selecting employees for layoff, the least senior employee, by classification seniority, in the first classification affected, shall be laid off assuming the skills and ability of that employee and the next least senior employee are equal.

**Section 5.** If reduction in force requires the layoff of a Captain or Lieutenant, the affected Captain or Lieutenant may revert to the position held prior to his/her promotion to Captain or Lieutenant. If this movement requires a further reduction in force, the same shall be accomplished in accordance with Section 4 above, and the same process is continued down through the ranks.

**Section 6.** Employees in layoff status shall have recall rights for a period of twelve (12) months, and have preference to positions in their layoff classification over new applicants. Recall will be made by certified mail to the last address in the employer's records. The recall notice must be answered within five (5) calendar days of its delivery for the notice to be effective. Recall from layoff shall be in the reverse order of layoff provided that the employee remains qualified to hold the position.

**Section 7.** The employer shall prepare a current seniority list and post same on all bulletin boards, and update such lists as needed.

**Section 8.** Unless otherwise agreed to herein, seniority as posted shall control employment decisions to the same extent as of the date of execution of this agreement.



**ARTICLE 19**  
**SAFETY**

**Section 1.** The Employer and the Union will cooperate in the continued objective of eliminating accidents and health hazards. The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Safety equipment now provided (or similar equipment) will continue to be provided or replaced as needed by the Fire District. The Union will cooperate and encourage the employees to work in a safe manner.

**Section 2.** The Union may select one employee to be an active member of the Safety Committee. This member will attend safety meetings while on duty, manpower permitting, or Union pool time while off duty, to make the Committee more receptive to employee needs. The Fire District shall provide the Safety Committee member with proper notification of scheduled Safety Committee meetings.

**Section 3.** Heat stress activity schedule

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

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

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

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

**ARTICLE 20  
METHODS OF PROMOTION  
FOR NON-MANAGEMENT POSITIONS**

**Section 1.** When vacancies occur in positions covered by this contract, or when new positions covered by this contract are created, notices of such vacancies and/or newly created positions shall be posted on appropriate bulletin boards immediately for a period of six (6) working days. A copy of such posting shall be supplied to the President of the local Union.

**Section 2.** Applications for positions shall be made in duplicate, one copy to be presented to the President of the local Union, and the original is filed with the Personnel office.

**Section 3.** Employees will be allowed a reasonable probationary period not to exceed one year. If, during that period, said employee in the opinion of the Employer, fails to perform satisfactorily the duties of the new position, he/she may be permitted to return to his/her original position with the approval of the Fire Chief, without loss of seniority.

**Section 4.** Any Union member of the Pinellas Suncoast Fire & Rescue District should be given first consideration for any promotion or vacancy covered by this Article, bearing in mind that he/she has all the required qualifications for that position; and past experience along with the attitude of the applicant will be judged by a panel established by policy, and subject to the Chief's final approval.

**Section 5.** The Fire Chief shall appoint Lieutenants and/or Captains. Assignment as a Lieutenant or Captain shall be at the discretion of the Fire Chief, but any person so assigned shall have been subject to the panel described in Section 4. Removal of any person in that capacity shall be subject to the grievance procedure. For purposes of demotion, just cause will include, but not be limited to, conduct which is disloyal to the Department or otherwise unbecoming a supervisor. The Lieutenant or Captain shall perform those duties assigned to him by the Fire Chief or his designee.

**Section 6.** The Union recognizes the Fire Districts Policy on Promotions/Testing as written in the District Rules and Regulations. The Fire District agrees not to arbitrarily or capriciously changes this policy without negotiating it with the Union.

**ARTICLE 21  
GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.**

The grievance and arbitration procedure set forth herein shall be the exclusive means of resolving all conflicts that arise under this contract. A grievance shall be defined and limited to any dispute which arises between the Union and the Employer, or an employee and the Employer, and which involves a specific express provision of this contract. No grievance shall be based upon implied or inferred rights under this contract, nor shall any dispute constitute a grievance unless it involves a specific section or article of the contract.

Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance in behalf of any employee without his consent. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his own grievance, and having such grievances adjusted without the intervention of the bargaining agent.

An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this Section shall be construed to prevent any employee from presenting, at any time, his/her own grievances, and having such grievances adjusted without the intervention of the bargaining agent.

The Union agrees to fulfill its duty to represent only members in the bargaining unit, and to handle grievances for only members in the bargaining unit. The Union shall indemnify, defend, and hold the Pinellas Suncoast Fire & Rescue, its officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Union with respect to its responsibility to provide fair representation.

A grievance not submitted within the time limits as prescribed for every step shall be considered untimely, and deemed null and void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by management. A grievance not answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee or the Union to advance the grievance to the next step.

A grievance may be submitted under this procedure as a general or class grievance when the grievance is general in nature, in that it applies to a number of employees having the same issue to be decided. A Union class grievance shall be presented directly at Step 3 to the Fire Chief's Office within the time limits provided for the submission of a grievance at Step 1. A decision on a specific class action grievance applies to all employees in the bargaining unit. No individual may file a separate grievance on the same set of circumstances pertaining to this specific grievance.

Any employer grievance will be filed with the Union President at Step 3. If the disposition of the grievance by the Union is not acceptable to the Employer at Step 3, the Employer has the unilateral right to bring the matter to arbitration. The Fire Department, as the grieving party, will use the same time limits as stipulated in Step 3.

No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

Workdays will be interpreted for this Article to mean days that the Administrative Office is open to the public. If workdays are not specified, then all time limits shall be considered to be calendar days.

**Step 1.** The aggrieved employee must submit a written grievance on the prescribed form to the District Chief having proper jurisdiction within five (5) workdays after the occurrence of the matter from which the grievance arose.

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

A statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based

The Article and Section of the Labor Agreement alleged to have been violated

The action, remedy, or solution requested by the employee

Signature of aggrieved employee and Union representative, if applicable

Reason for rejection of Management's answer, if appealed

Date submitted

Grievances submitted which do not contain the above information shall be considered inappropriate, and shall be declared null and void and returned to the employee or the Union, as applicable.

The District Chief, within five (5) workdays of receipt of the grievance, shall meet with the grievant and/or the Union representative, if applicable, to discuss and seek a solution to the grievance. Within five (5) workdays after the meeting, the District Chief shall give his written decision to the grievant and the Union representative, as the case may be.

**Step 2.** If the grievance is not resolved at Step 1, the aggrieved employee or the Union representative may submit a written appeal to the Assistant Fire Chief within five (5) work days after receipt of the written appeal, the Assistant Fire Chief or his designee will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. The Assistant Fire Chief shall give his written decision to the grievant or the Union representative, as the case may be, within five (5) workdays of the meeting.

**Step 3.** If the grievance is not resolved at Step 2, the aggrieved employee or the Union representative may submit a written appeal to the Fire Chief within five (5) work days after receipt of the Assistant Fire Chief's written answer.

Within five (5) workdays after receipt of the written appeal, the Fire Chief or his designee will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. The Fire Chief shall give his written decision to the grievant or the Union representative, as the case may be, within five (5) workdays of the meeting.

#### **Step 4. Fire Commission Referral**

If the employee or Union is not satisfied with the disposition of the grievance at Step 3, the grievance may thereafter be submitted to the Fire Commission. If an appeal for the Fire Commission is not filed with the Fire Chief within five (5) work days from the date of the Step 3 answer, the grievance shall be considered settled on the basis of the Step 3 answer.

The employee or Union will bring the grievance to the Fire Commissioner's next scheduled workshop. The Fire Commission will give an answer to the employee or Union at the next regular meeting.

#### **Section 2. Arbitration Referral.**

If the employee or Union is not satisfied with the disposition of the grievance at Step 4, the grievance may thereafter be submitted with Union approval, to arbitration. If an appeal for arbitration is not filed with the Fire Chief's office within ten (10) work days from the date of the Step 4 answer, the grievance shall be considered settled on the basis of the Step 4 answer.

If the parties fail to mutually agree upon an arbitrator within ten (10) work days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service on the prescribed form by the party requesting to arbitrate the controversy, copy of such request to be furnished to the other party. Within five (5) workdays after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. The moving party shall strike first.

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

The decision of the arbitrator shall be final and binding upon the parties for the life of the agreement, providing that said decision is in accordance with applicable law and is enforceable there under.

The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.

Each party shall bear the full cost of its representation at all levels of this grievance procedure. The arbitrator shall be requested to render his decision as quickly as possible; but in any event, not later than thirty (30) calendar days after the close of the hearing.

In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to five (5) calendar days prior to the date of filing the grievance.

The Union shall bear the cost of witnesses subpoenaed by the Union of employee involved in the arbitration. This shall include but not be limited to the wages of any employee of the District subpoenaed by the Union and/or employee.

Arbitration proceedings will be held on Fire District property, as mutually agreed.

**INDIAN ROCKS BARGAINING UNIT GRIEVANCE FORM**

OFFICIAL GRIEVANCE FORM REGISTER # \_\_\_\_

Name: \_\_\_\_\_ Classification: \_\_\_\_\_

Shift: \_\_\_\_\_ Station # \_\_\_\_\_ Bargaining Unit \_\_\_\_\_

Date of Alleged Violation: \_\_\_\_\_ Step # \_\_\_\_\_ Date Filed \_\_\_\_\_

Article(s) Violated: \_\_\_\_\_ Section(s): \_\_\_\_\_

Date Received: \_\_\_\_\_ Signature: \_\_\_\_\_

Statement of Grievance: (Be Specific) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Union Rep:** \_\_\_\_\_ **Grievant** \_\_\_\_\_

Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Disposition: \_\_\_\_\_ Denied: \_\_\_\_\_ Granted: \_\_\_\_\_

Reason for Denial/Granted: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date of Denial/Grant: \_\_\_\_\_

\_\_\_\_\_

*Copies: Fire Chief, Union, District Chief, and Grievant*

**ARTICLE 22**  
**WORK RULES AND PREVAILING RIGHTS**

**Section 1.** It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions; and therefore, members of the bargaining unit may be required to perform duties in addition to all those listed within the current job descriptions which are, in the judgment of the Employer, related to the purposes of the Fire District, which judgment shall not be arbitrary, capricious or unreasonable. Those duties performed by members of the bargaining unit in the past and at the present time are presumed to be reasonable and proper.

**Section 2.** Except where expressly modified by any provision of this Agreement, the provisions of the Pinellas Suncoast Fire & Rescue Rules and Regulations as amended, shall govern the relationship between the Employer, the Union, and employees covered hereunder.

**Section 3.** Any Fire District Rule or Regulation in conflict with the Agreement shall be of no force or effect.

**Section 4.** All rights and working conditions enjoyed throughout the Fire District by the employees at the present time and known to the Fire Chief, which are not included in this Agreement shall be presumed to be reasonable and proper, and shall not be changed by the District in an arbitrary or capricious manner; provided that nothing contained herein shall limit the Fire District's rights under Sections 1, 2, and 3.

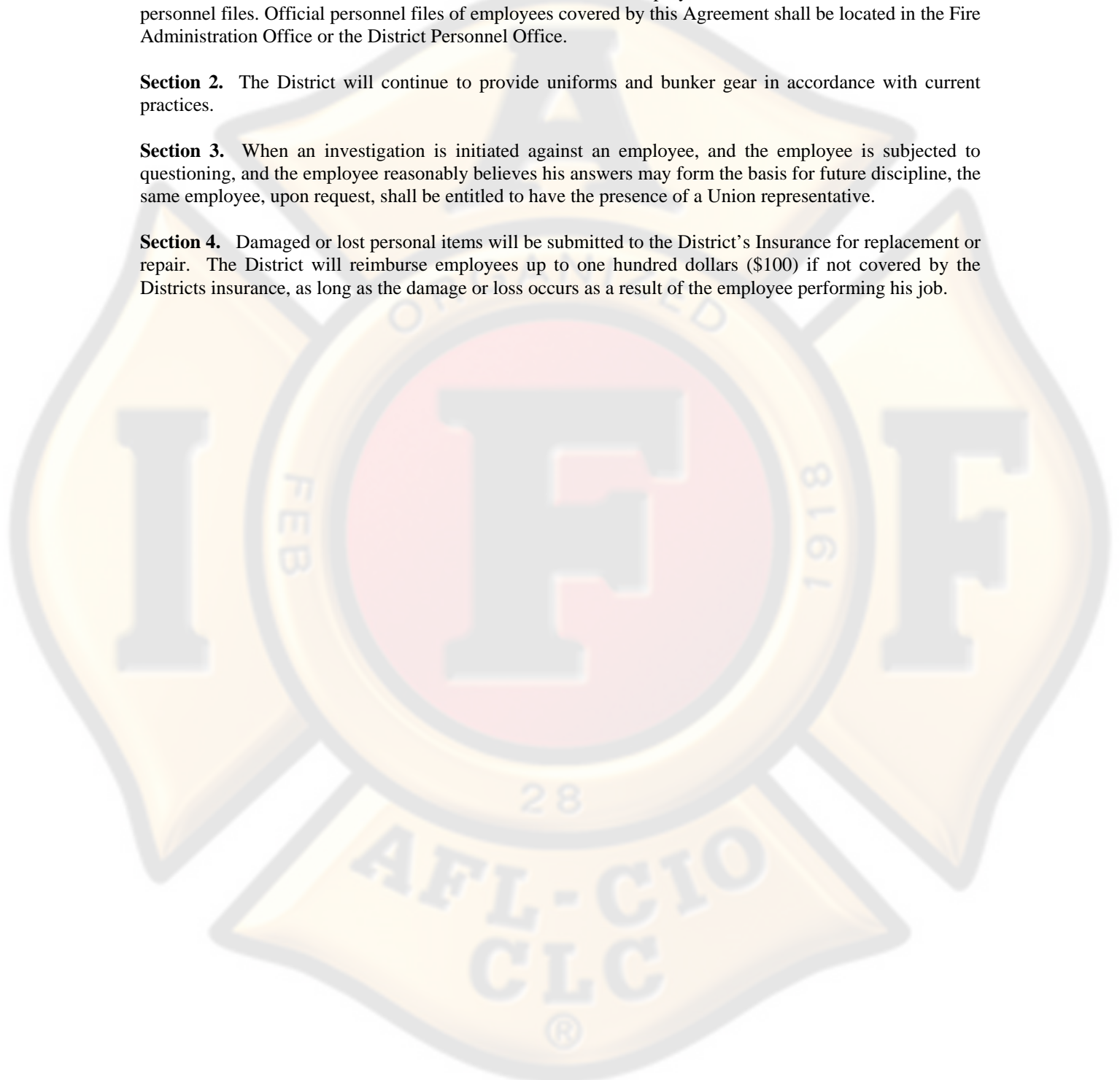
**ARTICLE 23  
MISCELLANEOUS**

**Section 1.** Personnel Files: On reasonable advance notice, employees shall be allowed to review their personnel files. Official personnel files of employees covered by this Agreement shall be located in the Fire Administration Office or the District Personnel Office.

**Section 2.** The District will continue to provide uniforms and bunker gear in accordance with current practices.

**Section 3.** When an investigation is initiated against an employee, and the employee is subjected to questioning, and the employee reasonably believes his answers may form the basis for future discipline, the same employee, upon request, shall be entitled to have the presence of a Union representative.

**Section 4.** Damaged or lost personal items will be submitted to the District's Insurance for replacement or repair. The District will reimburse employees up to one hundred dollars (\$100) if not covered by the District's insurance, as long as the damage or loss occurs as a result of the employee performing his job.



**ARTICLE 24  
INSURANCE**

**Section 1.** The District will make available to its employees a plan of insurance, which will include coverage for the employee, his or her spouse, and his or her family.

The District will pay for the insurance provided hereunder an amount equal to seventy-five (75) percent of the premium in effect for the selected insurance. The employee will pay an amount equal to twenty-five (25) percent of that premium.

The District will not be obligated to negotiate the operation of this part, but the Union will have the right to re-open bargaining on changes in coverage, carrier, or terms of the policy, in an effort to minimize any increase in premiums. Any such bargaining will not delay the implementation of any increase.



**ARTICLE 25**  
**LINE OF DUTY INJURY PAY**

**Section 1.** The Employer hereby agrees to pay the following compensation to an employee injured in the line of duty in accordance with the following definitions, terms and conditions.

Compensation shall be payable under this Section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.

An injury shall be deemed to have been incurred in the line of duty if, and only if, such injury is compensable under the Florida Workmen's Compensation Law.

The amount of compensation paid shall be the amount required to supplement funds received from the Florida Workmen's Compensation Law and any other disability or other income plan provided by the Employer, either by law or by agreement, to the point where the sum of the supplement herein provided and all other payments herein described equal the employee's net weekly wage at the time of injury. No supplementary compensation will be paid for those injuries incurred while doing personal, non job-related projects.

The term "disability" as used in this Section, means incapacity, because of the line of duty injury (compensable under Florida Workers' Compensation Law), to engage in the same or any other employment.

It is the intent of this Section to provide supplemental compensation for line of duty injuries only, and this Section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of the terms of this Section, then the decisions concerning definition of those terms issued under the Florida Workmen's Compensation Law shall control.

The maximum period for which payment may be made under this Section shall be one (1) year from the date of injury for each injury, including recurrences thereof. However, once any employee has received payment for one hundred eighty (180) days, his sick leave account shall be charged until his accrued sick leave has been exhausted.

An employee claiming this benefit shall notify his immediate supervisor of the injury being claimed while on the same duty shift that the injury occurred.

An employee claiming this benefit for an on-duty job injury shall accept light duty within the District, if the injury permits, or forfeit the benefit. The Employer shall provide any doctor's expenses necessary to make determinations of whether or not the employee can perform the light duties.

**ARTICLE 26  
LEGAL BENEFITS**

**Section 1.** The Employer agrees that, upon the request of an employee covered by this Agreement, it will undertake the defense of the employee against any civil damage suit where the complaint in the suit alleges that the employee was acting within the scope of his/her employment, and the employee was in fact so acting.

**Section 2.** The Employer agrees that, upon the request of an employee covered by this Agreement, and upon the specific approval of the Fire Commission within ten (10) days after service of process on the employee, it will undertake the defense of that employee against any civil damage suit.

**Section 3.** The Employer agrees that in a civil damage suit where a defense is requested by the employee and provided by the Employer, the Employer will indemnify that employee against judgments, except for punitive damage judgments levied in that suit against the employees as a result of his actions while acting within the scope of his employment.

**Section 4.** Any claim of discrimination under Federal or State Civil Rights Laws, ADEA, ADA, and FMLA by an employee against the Pinellas Suncoast Fire & Rescue District, its officers or representatives, shall not be grievable or arbitrable under the provisions of Article 23, but shall be subject only to the method of review prescribed by law. Nothing herein contained shall preclude the right of an employee to grieve and arbitrate disciplinary action taken by the Pinellas Suncoast Fire & Rescue.

**Section 5.** The Pinellas Suncoast Fire & Rescue District agrees to defend any employee when the employee is sued on any claim arising out of his employment with the District and acting within the scope of his duties. The employee agrees to cooperate in his defense. The District also agrees to pay any judgment rendered against an employee for acts committed when the employee is acting within the scope of his Fire District employment, provided that the employee did not act intentionally, with malice, or with gross negligence.

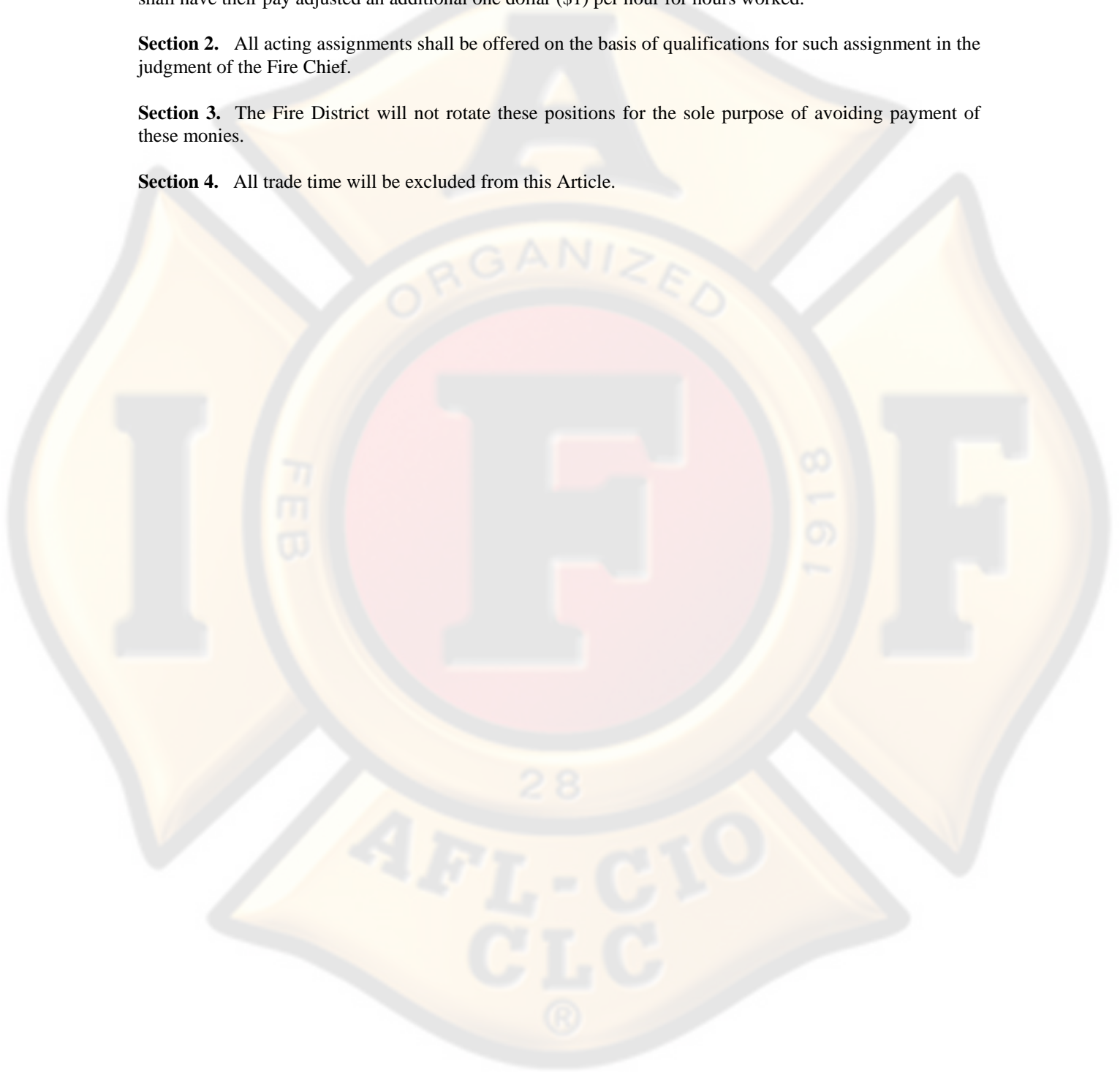
**ARTICLE 27**  
**WORKING OUT OF CLASSIFICATION**

**Section 1.** Any firefighter or officer covered by this agreement who works outside their classification shall have their pay adjusted an additional one dollar (\$1) per hour for hours worked.

**Section 2.** All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Fire Chief.

**Section 3.** The Fire District will not rotate these positions for the sole purpose of avoiding payment of these monies.

**Section 4.** All trade time will be excluded from this Article.



**ARTICLE 28  
DRUG AND ALCOHOL ABUSE**

**Section 1.** Any employee in this bargaining unit will be subject to a drug or alcohol screening test of blood, urine, breath or other bodily specimen accomplished by an independent facility if there is reasonable suspicion based upon observed actions or appearance on the part of the employee's immediate supervisor or the Fire Chief, or his designee, that the employee is under the influence of alcohol, drugs or controlled substances while on duty or if an employee is involved in an on the job accident where personal injury or damage occurs to any department property or vehicle. Any employee subject to such test shall be removed from duty pending the result of such test. Such employee shall continue to receive his or her regular pay and benefits pending the test results.

**Section 2.** Refusal to submit to a test under this Article shall result in dismissal. Submission to a test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

**Section 3.** A specimen for reliable testing will be obtained from the employee by an independent facility. Upon the employee's request, a sufficient quantity of the specimen shall be obtained for testing by the contract laboratory selected by the Fire District and a laboratory designated by the Union or employee. The same shall be transmitted to the contract laboratory and to the laboratory designated by the Union or employee as soon as possible by the independent facility. The laboratories shall make the test as soon as possible and the results transmitted to the Fire District, the Union and the employee. The Union or employee shall bear the costs of the separate test.

**Section 4.** A test result indicating the employee is under the influence of alcohol, illegal drugs or controlled substances (when taken without a prescription issued to the employee or without being under the care of a physician or being taken other than in complete conformance to the prescription) while on duty may result in discharge. A first time offense resulting in a positive test shall require that the employee attend and successfully complete an appropriate detoxification alcohol or drug abuse program. If the positive test on duty also results in a DUI conviction (*DUI will be inclusive of alcohol and/or illegal drugs*) and/or serious bodily injury and/or death, the department shall have the option of termination. If prior to any incident giving rise to reasonable suspicion, any employee admits to the District a drug or alcohol problem, the employee in order to maintain his or her employment shall be required to attend and successfully complete an appropriate detoxification alcohol or drug abuse program. Failure to successfully complete any program under this Article shall result in termination. This option shall also be available only one time. The employee may be allowed to use sick leave, holiday time, or vacation time in accordance with those Articles of this agreement. Should the employee not have sufficient time to use for this purpose, the employee shall be granted a reasonable leave of absence, without pay, to attend said program. After completion of any detoxification program, the employee shall be subject to random drug or alcohol tests for a period of five (5) years from the date of successful completion of the rehabilitation program. A positive test result on any of these tests shall result in termination. Any program entered into under this Article shall be at the employee's expense, subject to any applicable insurance coverage.

**Section 5.** When an employee uses a controlled substance, which has been prescribed or administered by a physician, who may affect his performance of job duties, the employee has an absolute obligation to inform his or her supervisor immediately upon reporting for duty. The administering physician shall determine whether the employee shall be assigned or not. If the employee is not assigned, he or she shall be sent home on sick leave.

**Section 6.** The Fire District agrees that for the term of this agreement only, the District shall continue with its current Employee Assistant Program or one of comparable value so long as there is no increase in the cost. If there is any increase in cost, the Fire District shall have the sole and unilateral discretion to abolish the program without negotiation.



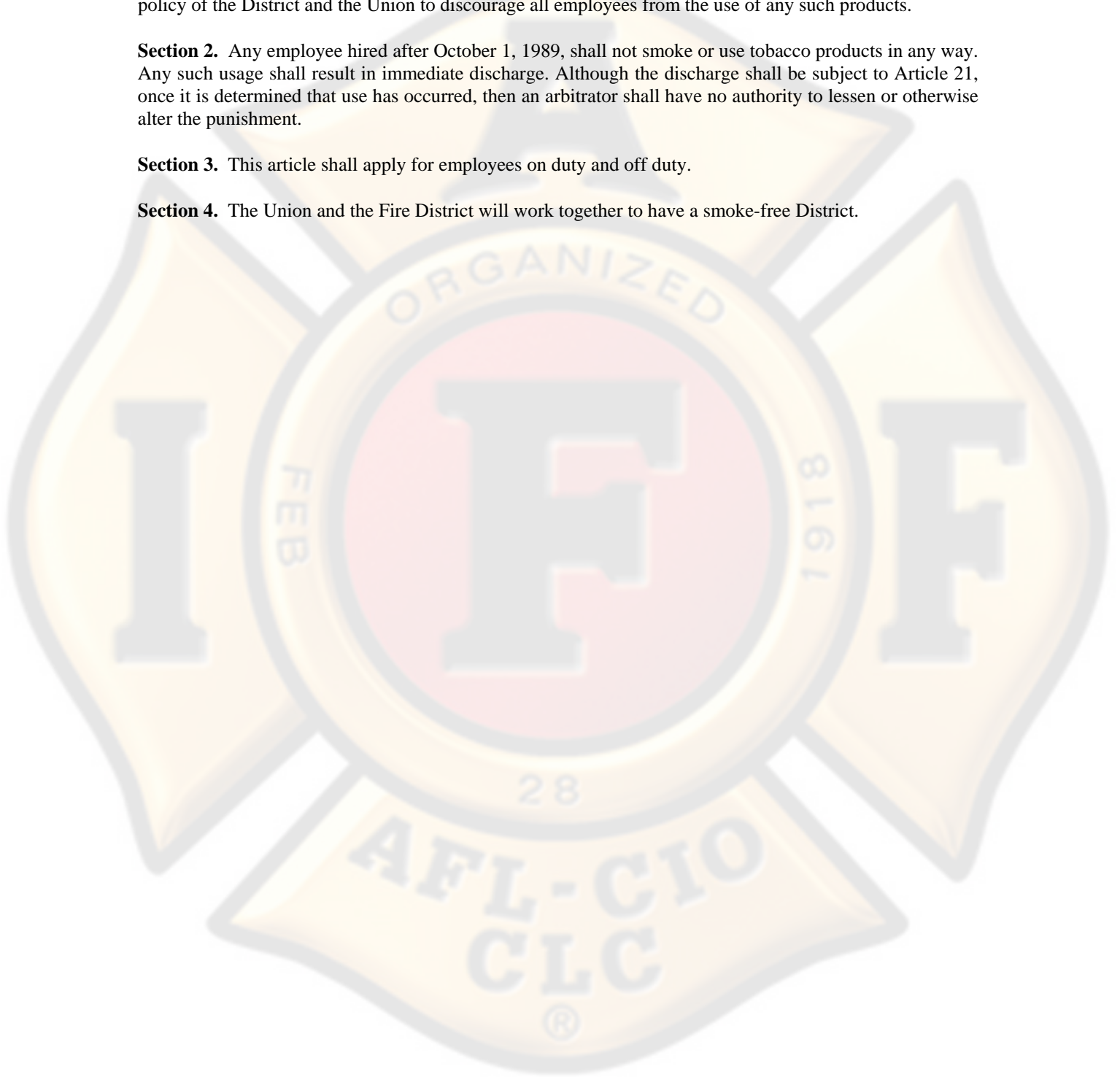
**ARTICLE 29  
TOBACCO PRODUCTS**

**Section 1.** Because of documented scientific proof of the dangers of using tobacco products, it is the policy of the District and the Union to discourage all employees from the use of any such products.

**Section 2.** Any employee hired after October 1, 1989, shall not smoke or use tobacco products in any way. Any such usage shall result in immediate discharge. Although the discharge shall be subject to Article 21, once it is determined that use has occurred, then an arbitrator shall have no authority to lessen or otherwise alter the punishment.

**Section 3.** This article shall apply for employees on duty and off duty.

**Section 4.** The Union and the Fire District will work together to have a smoke-free District.



**ARTICLE 30  
DRIVER-PUMP OPERATOR**

**Section 1.** The District will establish a position of driver-pump operator. The District and the Union will set guidelines for qualifications for the position.

**Section 2.** Driver-pump operators will have their pay adjusted to an additional pay of seventy-five cents (\$0.75) per hour for hours worked.

**Section 3.** A driver-pump operator will have a minimum license that the law requires.



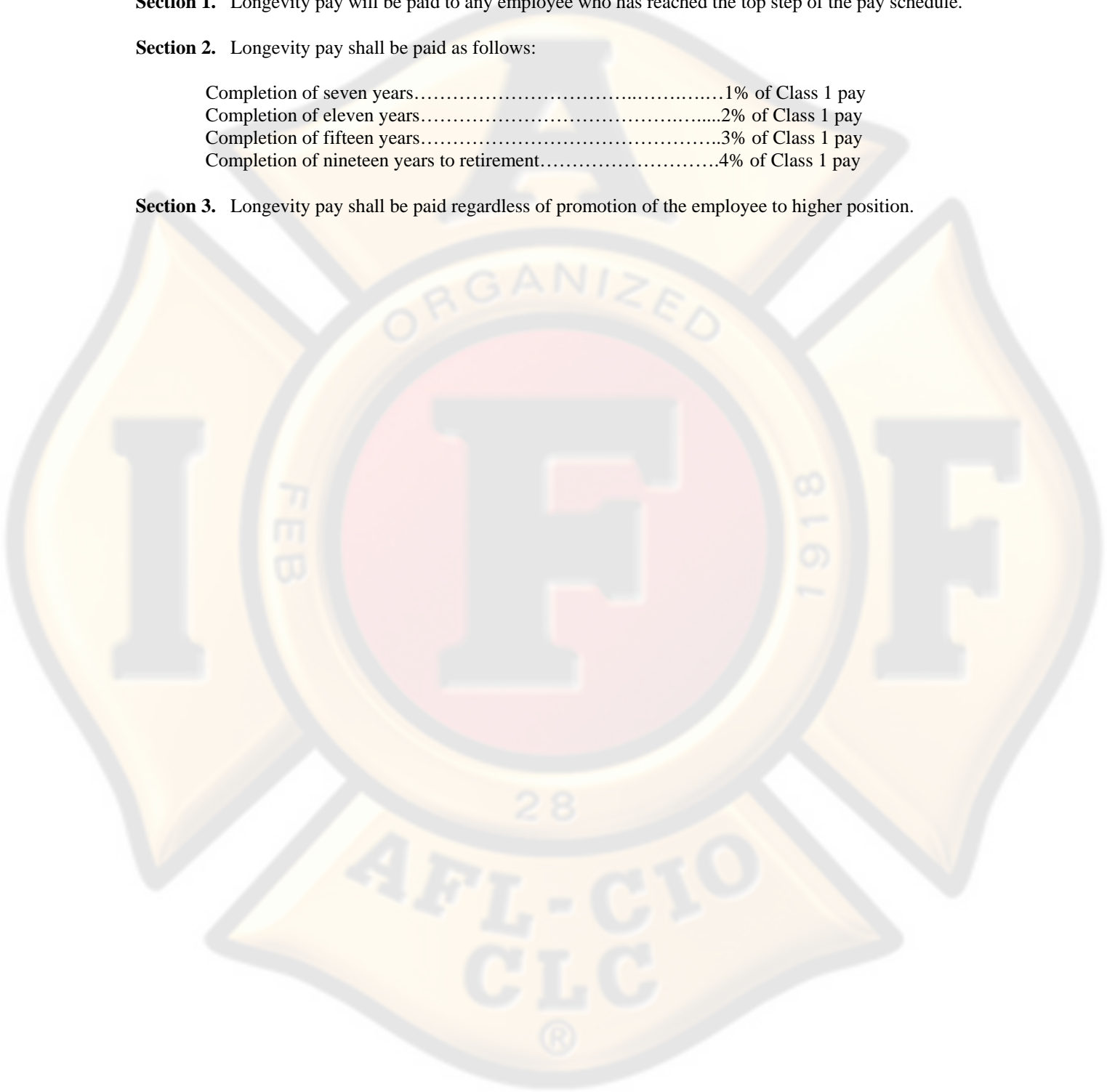
**ARTICLE 31  
LONGEVITY PAY**

**Section 1.** Longevity pay will be paid to any employee who has reached the top step of the pay schedule.

**Section 2.** Longevity pay shall be paid as follows:

Completion of seven years.....	1% of Class 1 pay
Completion of eleven years.....	2% of Class 1 pay
Completion of fifteen years.....	3% of Class 1 pay
Completion of nineteen years to retirement.....	4% of Class 1 pay

**Section 3.** Longevity pay shall be paid regardless of promotion of the employee to higher position.



**ARTICLE 32**  
**FRS**

**Section 1.** The Fire District will not change this retirement plan, known as the Florida Retirement System, and will continue to provide these benefits as described by Law.



**ARTICLE 33  
GENDER**

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.



**ARTICLE 34  
SEVERABILITY AND WAIVER**

**Section 1.** Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. In the event that any clause or clauses shall be finally determined to be in violation of any law, then such clause or clauses to be of no effect shall in no way impair the validity and enforceability of the rest of the contract, including any and all provisions and the remainder of any clause, sentence or paragraph in which the offending language may appear.



**ARTICLE 35**  
**ENTIRE AGREEMENT**

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

**Section 2.** Negotiations may be reopened during the life of this contract by written mutual agreement.

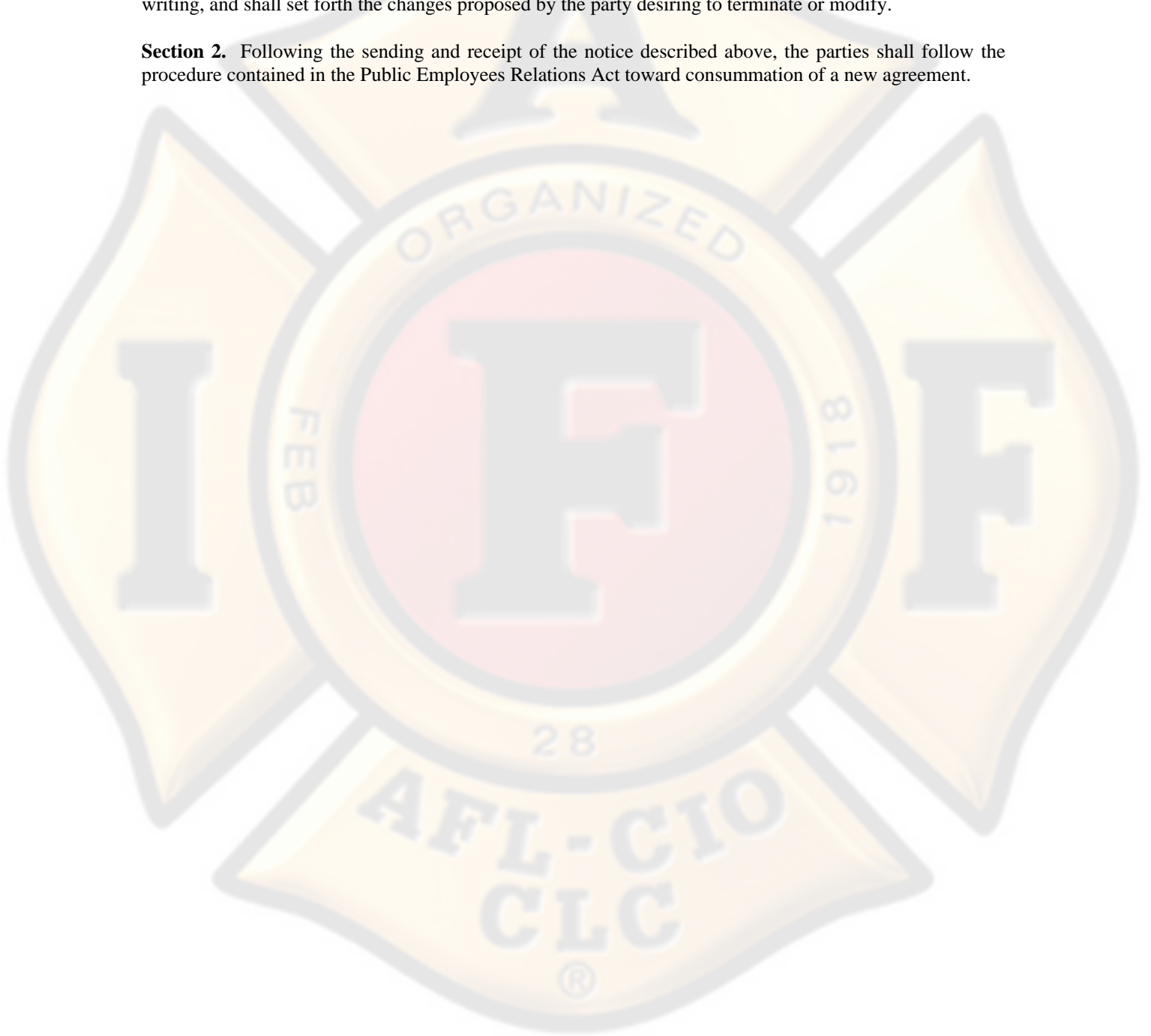
**Section 3.** If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**Section 4.** If any act of the Federal or Florida Legislature, or any decision of the judicial, administrative, or other tribunal, should affect the obligations of the parties to each other or relate to any part of this agreement, or relate to any other agreement in effect between the parties on the effective date of the legislative act or judicial, administrative decision, the parties agree that each will bargain with the other, upon the request of the other party, as to the impact, if any of the legislative act, or judicial, administrative, or other decision, upon the relationships of the parties, and/or the obligations of each party to the other.

**ARTICLE 36**  
**DURATION, MODIFICATION AND TERMINATION**

**Section 1.** This agreement shall be effective when ratified by both parties, and shall remain in full force and effect until September 30, 2007, and from year-to-year thereafter unless terminated or modified in accordance with this Article. Either party wishing to serve notice to the other party no later than one hundred twenty (120) days prior to the expiration date All notices to be given under this Section shall be in writing, and shall set forth the changes proposed by the party desiring to terminate or modify.

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



Executed this \_\_\_\_\_ day of \_\_\_\_\_, at Indian Rocks Beach, Pinellas County, Florida

PINELLAS SUNCOAST FIRE  
& RESCUE DISTRICT

INDIAN ROCKS PROFESSIONAL  
FIREFIGHTERS ASSOCIATION  
LOCAL 3206  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS

By: \_\_\_\_\_

Thomas H. Hafner  
Chairman, Board of Commissioner

By: \_\_\_\_\_

Todd Grantham  
President

By: \_\_\_\_\_

Russell W. Livernois  
Fire Chief



## 2006 SALARY SCHEDULE

	EMT	5%Raise5%step/ 2006/2007	
Probationary	\$ 12.17	\$	35,924.00
Class-6	\$ 12.78	\$	37,721.00
Class-5	\$ 13.42	\$	39,607.00
Class-4	\$ 14.09	\$	41,587.00
Class-3	\$ 14.79	\$	43,666.00
Class-2	\$ 15.53	\$	45,850.00
Class-1	\$ 16.31	\$	48,142.00

Longevity-1	\$ 16.47	\$	48,624.00
Longevity-2	\$ 16.63	\$	49,105.00
Longevity-3	\$ 16.80	\$	49,586.00
Longevity-4	\$ 16.96	\$	50,068.00

	Medic		
Probationary	\$ 13.51	\$	39,876.00
Class-6	\$ 14.18	\$	41,870.00
Class-5	\$ 14.89	\$	43,963.00
Class-4	\$ 15.64	\$	46,162.00
Class-3	\$ 16.42	\$	48,470.00
Class-2	\$ 17.24	\$	50,893.00
Class-1	\$ 18.10	\$	53,438.00

Longevity-1	\$ 18.28	\$	53,972.00
Longevity-2	\$ 18.46	\$	54,506.00
Longevity-3	\$ 18.65	\$	55,041.00
Longevity-4	\$ 18.83	\$	55,575.00

	LT/EMT		
Probationary	\$ 13.99	\$	41,313.00
Class-6	\$ 14.69	\$	43,379.00
Class-5	\$ 15.43	\$	45,548.00
Class-4	\$ 16.20	\$	47,825.00
Class-3	\$ 17.01	\$	50,216.00
Class-2	\$ 17.86	\$	52,727.00
Class-1	\$ 18.75	\$	55,363.00

Longevity-1	\$ 18.94	\$	55,917.00
Longevity-2	\$ 19.13	\$	56,471.00
Longevity-3	\$ 19.32	\$	57,024.00
Longevity-4	\$ 19.50	\$	57,578.00

	LT/Medic		
Probationary	\$ 15.33	\$	45,265.00
Class-6	\$ 16.10	\$	47,528.00
Class-5	\$ 16.91	\$	49,904.00
Class-4	\$ 17.75	\$	52,400.00
Class-3	\$ 18.64	\$	55,020.00
Class-2	\$ 19.57	\$	57,771.00
Class-1	\$ 20.55	\$	60,659.00

Longevity-1	\$ 20.75	\$	61,266.00
Longevity-2	\$ 20.96	\$	61,872.00
Longevity-3	\$ 21.16	\$	62,479.00
Longevity-4	\$ 21.37	\$	63,085.00