

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 2267
SAFETY HARBOR PROFESSIONAL FIRE FIGHTERS ASSOCIATION
AND
THE CITY OF SAFETY HARBOR**

CONTRACT

2004/2005

2005/2006

2006/2007

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**ARTICLE 1
PREAMBLE**

Section 1. In accordance with the Florida Public Employees Collective Bargaining Statute and Certification Number 191 issued by the Public Employees Relations Commission on January 15, 1976, certifying the Safety Harbor Professional Fire Fighters Association, Local 2267, as the exclusive representative for collective bargaining for Unit 1. Also, Certification Number 10095 issued by the Public Employees Relation Commission on April 24, 1995 for Unit 2. This agreement is entered into by and between the City of Safety Harbor, Florida, hereinafter referred to as the “City” and the Safety Harbor Professional Fire Fighters Association Local 2267, hereinafter referred to as the “Union.” The current bargaining units are described as follows:

Unit 1: Included: Employees, which include all Fire Fighters, Fire Fighter EMT’s, Fire Fighter/Inspectors and Fire Medics.

 Excluded: All other employees.

Unit 2: Included: Employees in the classification of Company Officer.

 Excluded: All other employees.

Section 2. The purpose of this Agreement is to provide for an economic and efficient operation of the City, for the safety and security of the City’s employees to promote and maintain harmonious and cooperative relations between the City and the Union, both individually and collectively, to continue to provide uninterrupted and superior public service to the citizens of the City and to set forth herein the basic and entire agreement between the City and the Union, in the determination of terms and conditions of employment including, but not limited to wages and hours.

**ARTICLE 2
MANAGEMENT RIGHTS**

Section 1. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities to the citizens of the City of Safety Harbor; and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. Management officials of the City retain the rights, in accordance with applicable laws and regulations to, but not limited to, the following:

- A. To determine the organization of the City government.
- B. To determine the purpose of each of its constituent agencies.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.

- D. To set standards for service to be offered to the public.
- E. To manage and direct the employees of the City.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule, and retain employees in positions within the City.
- G. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- H. To increase, decrease, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons which arise.
- I. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to contract existing and future work or positions.
- J. To determine the number of employees to be employed by the City.
- K. To establish, change or modify duties, tasks, responsibilities or requirements within a job description in the interest of efficiency, economy, technological change, or operating requirements.
- L. To establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit, department, or project.
- M. To establish, implement and maintain an effective Internal Security Practice.

ARTICLE 3 PROHIBITION OF STRIKES

Section 1. “Strike” means the concerted failure to report to duty, the concerted absence of employees from their positions, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the City for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the City, the concerted failure to report to work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. Employees covered by this Agreement, the Union or its officers, agents and representatives agree that Section 447.505 of the Florida Public Employees Bargaining Statute prohibits them individually or collectively as public employees or as members of the union from participation in a strike against the City, or instigating or suggesting in any manner, a strike. Any violation of this Section shall subject the violator(s) to the penalties as provided by Section 447.507 of the Statute.

Section 3. Any employee covered by this Agreement who participates in, is a party thereof, or promotes any of the actions as outlined in the Sections above, or other

similar forms of interference with the operations and functions of the City shall be subject to disciplinary action up to and including discharge.

ARTICLE 4 CHECKOFF

Section 1. Employees covered by this Agreement may request, on a prescribed form, the authorization of payroll deductions for the purpose of paying Union dues or uniform assessments. The City is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature. Authorizations on file shall remain in full force and effect for the term of this Agreement unless revoked by the employee upon thirty (30) days written notice to the City and the Union.

Section 2. The Union will initially notify the City as to the amount of dues or uniform assessments to be deducted from a member's salary on a bi-weekly basis. This notice must state the amount in dollars and cents of each employee's bi-weekly deduction amount. Such notification must be certified to the City in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective payroll date. Changes in dues or uniform assessments will be similarly certified to the City at least thirty (30) calendar days in advance of the effective date of such changes.

Section 3. Dues and/or uniform assessments shall be deducted each applicable pay period and the funds deducted, less a service charge of five (\$.05) cents per individual deduction, 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 and all claims, demands, suits, or other form of liability, including trial and appellate attorney fees, that shall arise out of, or by reason of action taken or not taken by the City on account of payroll deduction of Union dues. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

ARTICLE 5 WORK RULES

Section 1. Any written rule, regulation, policy or procedure affecting employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain in force and effect unless changed, modified or deleted by the City or unless in conflict with any Article or Section in this Agreement.

Section 2. Any change in the work rules that is not included in this Agreement, which will materially change operating procedures within the Fire Department whenever time permits, will be posted and discussed with the Union prior to being implemented.

Modifications to the work rules may be suggested by the Union and will be considered by management.

Section 3. The Civil Service Rules, as they exist as of the date of the execution of this contract, shall apply to and control the bargaining unit in the absence of any conflict with the terms of this agreement. Members of the bargaining unit shall not be subject to, or members of, the Civil Service System in any other way.

Section 4. Employees covered by this Agreement may from time to time be required to perform minor maintenance on department equipment, facilities, and property, provided adequate materials, tools and equipment are supplied by the City.

Section 5. All Standard Operating Guidelines currently in effect will, to the extent that they do not conflict with a specific provision of this contract, remain in full force and effect until rescinded or amended. The City shall have the unilateral right to amend, rescind or promulgate standard operating guidelines, so long as they do not conflict with an express provision of this contract, and no bargaining shall be required as a prerequisite to such action by the City. However, the Union shall be entitled to engage in collective bargaining with the City concerning the impact any such changes may have upon the wages, hours, and terms and conditions of employment of bargaining unit members.

ARTICLE 6 EMPLOYEE RIGHTS

Section 1. Employees are entitled to the benefits and rights of the “Civil Service” system of the employer. If any express conflicts occur between this Labor Agreement and the City’s Civil Service system, the Labor Agreement shall take precedence.

Section 2. Employees shall receive copies of all disciplinary materials or materials critical of job performance that are placed in the employee’s personnel file. An employee shall be provided a copy of all Incident Reports regarding any complaints from any source concerning his work performance or his employee behavior.

Section 3. Members and Union representatives shall have the right to communicate regarding union business during regular working hours provided this shall in no way interrupt, delay, or otherwise interfere with the effective and proper service of the department; however, whenever possible, these communications shall take place after 6:00 p.m.

Section 4. Employees covered by this Agreement shall have the right of Union representation. Upon request, any employee or group of employees shall have the right to have a union official, or his designee, present at any meeting between the affected employee(s) and supervisory personnel that might lead to disciplinary action or at any meeting at which discipline is to be announced.

**ARTICLE 7
NONDISCRIMINATION**

Section 1. The City or its agents, and the Union or its members, are fully committed to assuring equal opportunity and equal consideration to all applicants and employees in personnel matters, including recruitment, selection, hiring, training, promotion, salaries and other compensation, transfers, layoffs or disciplinary action. There shall be no discrimination against any person in recruitment, examination, appointment, training, promotion, retention or any other personnel action because of political or religious opinions or affiliations, or because of race, sex, national origin, disability or sexual preference except where specific age, sex or physical or mental requirements constitute a bona fide occupational qualification or are otherwise permitted by law.

The City shall make every effort to assure that no opportunity for application, employment or promotion is denied any member of any group whether such group is classified by race, creed, color or national origin, sex or physical or mental ability, and that equal employment opportunity shall be available to all qualified persons. Every effort shall be made to ensure that members of all groups including women and recognized minority groups shall be treated equally in recruiting and employment practices.

Section 2. The City or its agents, and the Union or its members, agree not to discriminate against any present and future employees not wishing to designate the Safety Harbor Professional Fire Fighters Association Local No. 2267 as their bargaining agent.

**ARTICLE 8
GRIEVANCE PROCEDURE**

Section 1. Grievances, which may arise during the term of this contract shall be settled in the following manner:

1. A grievance shall be defined as a dispute as to the interpretation or application of a specific provision of this contract or the interpretation or application of a specific provision of any Civil Service Rule to a bargaining unit employee. No other dispute shall be subject to this procedure.
2. The grievance procedure set forth herein shall be available to all employees covered by this contract. Either the Union or an individual employee shall have access to the grievance and arbitration provisions set forth herein. In the absence of the Union's participation in an arbitration, an individual employee shall have a right to process a

grievance to arbitration upon posting \$750.00 cost deposit to cover one half of the arbitrator's expected expenses as set forth herein.

3. Time limits herein are jurisdictional and shall be complied with expressly. In the event an employee of the Union fails to do something within a time limit provided herein, then the grievance shall be deemed to have been abandoned. In the event that any representative of the City fails to comply with the time limits provided herein, then the grievance shall be deemed to advance to the next step of the grievance procedure. The time limits provided herein may be extended by express written agreement, which shall be binding only if reduced to writing signed by the parties.

Section 2. The grievance procedure shall be as follows:

Step 1. An employee shall file a grievance within seven (7) calendar days of having knowledge of the facts giving rise to the grievance, or within seven (7) calendar days of the time at which the employee should have known of the facts giving rise to the grievance. The Step 1 grievance shall be presented to the Chief of the Fire Department for adjustment and shall contain the date of the alleged violation, the remedy sought, the specific contract language or Civil Service Rule and facts allegedly establishing the violation.

Step 2. Within seven (7) calendar days after receipt of the grievance by the Fire Chief, the Fire Chief shall submit his resolution in writing to the employee, or if the employee is represented by the Union, to the Union. The employee, or the Union may appeal the decision of the Fire Chief to the City Manager or his designee for adjustment, within seven (7) calendar days after receipt of the Fire Chief's decision. For purposes of the grievance and arbitration procedure, receipt shall mean delivery by hand or mail to the individual employee, if he is not represented by the Union, or the Union President, if the employee is represented by the Union.

Step 3. Within fourteen (14) calendar days after receipt of the grievance by the City Manager or his designee, the City Manager shall submit his resolutions in writing to the aggrieved employee and the Union. The Union or the employee may then appeal the grievance to an arbitrator for adjustment. The Union or employee shall have fourteen (14) calendar days after the receipt of the City Manager's resolution of the grievance within which to file written demand for arbitration, which must be received by the City Manager within fourteen (14) calendar days after the City Manager has submitted his resolution. An employee who is represented by the Union and invokes arbitration shall do so within

fourteen (14) calendar days of receipt of the City Manager's resolution by the Union.

The Union or the employee shall at the time of notification of the City Manager of appeal to arbitration, also request to the Federal Mediation and Conciliation Service for the names of seven arbitrators. This request must be mailed on or before the date by which the demand for arbitration must be served upon the City Manager. Within fourteen (14) calendar days of receipt of the names of arbitrators, the Union or employee and the City Manager or his designee shall meet to pick one person from the list of seven names to be the arbitrator. If the parties are unable to agree on an arbitrator, then one will be chosen by striking of names, with the Union striking first. The cost of the arbitrator shall be split equally between the Union or employee and the City.

Step 4. The findings of the arbitrator shall be binding insofar as they comply with Step 5 on all parties concerned and shall be submitted to the parties in writing. The arbitrator shall have 30 days in which to render a decision.

Step 5. The arbitrator shall limit his/her decision to the question presented and to the interpretation and application of this agreement or Civil Service Rule and shall be without authority to make any decisions contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this agreement.

Step 6. Either party requesting a court reporter or transcript of the hearing shall bear the cost of the same.

ARTICLE 9 FUNERAL LEAVE

Section 1. Forty (40) hour employees shall be granted time off with pay not to exceed three (3) days in the event of a death in their Immediate Family, but this period may be extended to five (5) days in the event of an out-of-state death in the immediate family in order to attend the funeral. Fifty-six (56) hour employees shall receive one (1) shift for in-state funerals and two (2) shifts for out-of-state funerals. Funeral leave shall not be charged to annual or sick leave. Computation of leave shall be based on consecutive workdays. If requested, the employee shall provide the department head with proof of death and evidence that the funeral services were attended. Attendance at funerals for extended family or non-family members shall be charged against vacation and/or personal leave. Time off for funeral leave shall not be considered hours worked for purposes of computing overtime.

Section 2. For purposes of this rule, immediate family shall be defined as the following: The employee's spouse, father, mother, step-father, step-mother, son, daughter, step-son, step-daughter, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren or ward living in the employee's household. Also to be included are persons co-habiting in the same household, but not necessarily legally married to the employee.

ARTICLE 10 MILITARY LEAVE

Section 1. Employees covered by this Agreement who are members of the Florida National Guard, the Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in required military service or field training, for periods not to exceed seventeen (17) days in any one fiscal year (October 1 to September 30). For purposes of this Article, shifts of 12 hours or less shall equal one working day. Shifts over 12 hours up to 24 hours shall equal two working days.

Section 2. In the event an employee who is a reservist is called to active military service, the employee may be granted a leave of absence to perform active military service. The first thirty (30) days of any such leave of absence will be with full pay. Thereafter, the employee may be granted up to an additional sixty (60) days supplemental pay to correspond to time spent in active military service that would supplement the employee's military pay to bring the employee's salary to the level earned at the time he was called to active military duty. The employee will have health insurance and other existing benefits, where allowable, carried forward for this period. Should the active military status continue past ninety (90) days, certain medical benefits may be continued through COBRA (Consolidated Omnibus Budget Reconciliation Act), depending on existing coverage. If an employee returns from active military service, he shall be provided with health insurance and other existing benefits, as provided or allowed by law.

Section 3. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty, unless restricted by law. Such order or statement must accompany the formal request for military leave.

**ARTICLE 11
SICK LEAVE**

Section 1. Any employee incurring a non-duty sickness or injury shall receive sick leave with full pay providing said employee has an adequate accumulation of sick leave credit built up to cover the period of illness and providing that the injury or sickness was not due to some outside employment.

Section 2. Sick leave for members of the Fire Department covered by this Agreement shall be charged for that portion of the duty day the employee is absent from the duty station.

Section 3. Employees shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed in a full pay status.

Section 4. For those employees covered by this Agreement who are on an average fifty-six (56) hour work week, sick leave shall accrue at the rate of one hundred sixty-eight (168) hours per year. To be eligible for payment of unused sick leave, an employee must have a minimum of 160 hours in the sick leave account. The maximum payment of hours compensated for will not exceed 900 hours of sick leave (i.e. 1800 x .50 = 900 hours). Upon termination of employment by resignation, retirement, or upon the death of an employee covered by this Agreement, the employee or the employee's beneficiary, shall receive payment in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>% OF ACCRUED HOURS</u>
5 – 6	25%
7 – 9	40%
10+	50%

Sick hours do not accrue on final paycheck.

Section 5. If requested by the City, employees shall submit a doctor's statement after two (2) consecutive shifts of absence from work or when abuse of sick leave is reasonably suspected by the City.

Section 6. An employee may use accrued sick leave for time off for illness of the employee or any member of the employee's immediate family living in the employee's household. For purposes of this rule immediate family shall be defined as the employee's spouse, father, mother, son, daughter, or ward living in the employee's household. Also to be included are persons co-habiting in the same household, but not necessarily legally married to the employee. Accrued sick leave may also be used in the event of a catastrophic illness of the employee's immediate family not living in the employee's household.

Section 7. An employee covered by this Agreement who has used up all of his available sick leave due to personal or family illness, may receive his normal pay when, on the basis of shift exchange only, his absence is covered by another qualified employee approved by the Fire Chief. If approved, employees will be limited to five (5) shift exchanges per fiscal year. It shall be between the affected employee and the employee who works in his place whether the shift time is repaid. Article 15, Section 3, shall not apply to this fill-in time.

Section 8. An employee who is entitled to sick leave credit payment upon retirement shall be entitled to use his accrued sick leave, up to the maximum credit on retirement to retire prior to the time when he would otherwise be entitled.

Section 9. Sick Leave Bank

1. Permanent full-time employees who have exhausted their sick leave, vacation leave, and compensatory time due to a personal catastrophic illness or the catastrophic illness of an immediate family member may be eligible to participate in the sick leave bank. This request must be approved by the City Manager at the recommendation of the employee's department head. For purposes of this rule immediate family member shall be defined as the employee's spouse, father, mother, son, daughter, or ward living in the employee's household. Also to be included are persons co-habiting in the same household, but not necessarily legally married to the employee.
2. Co-workers may contribute up to 40/56 hours to the account of the ill employee per year, depending on the employee's working schedule. For every 8/12 hours contributed, the co-worker must have remaining balance of 40/56 hours.
3. Employees may receive up to an additional (320) hours of leave for 40-hour employees and (480) hours of leave for 56 hour employees, per occurrence, through participation in this program.

Section 10. Annual Conversion of Sick Leave to Vacation Leave

1. Employees having a minimum of 80 hours on the books will be given the option of converting their sick leave to vacation time based upon the number of hours used during the previous year.
2. The conversion will occur on January 1st of each year and will be based on the previous calendar year (January 1 through December 31).
3. Accrued hours will be transferred on an hour per hour basis.

4. Hours may be transferred in accordance with the following schedule:

SICK LEAVE	VACATION TIME
<u>40 HOUR PERSONNEL</u>	
0	Hours Used 24 Hours
.25 – 8	Hours Used 16 Hours
8.25 – 16	Hours Used 8 Hours
16+	Hours Used 0 Hours

SICK LEAVE	VACATION TIME
<u>56 HOUR PERSONNEL</u>	
0	Hours Used 36 Hours
.25 – 24	Hours Used 24 Hours
24.25 – 48	Hours Used 12 Hours
48+	Hours Used 0 Hours

ARTICLE 12 JURY DUTY AND COURT APPEARANCES

Section 1. In the event employees are subpoenaed or summoned for jury duty, they shall receive straight time pay for the hours required to be absent from their currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of their regular scheduled workday are expected to report to work when excused or released by the Court.

Section 2. Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements may be made for their absence from work.

Section 3. Employees on jury duty while on scheduled annual leave shall be allowed jury duty pay for that time served provided satisfactory evidence of the time served on such duty is presented to the Fire Chief or his designee.

Section 4. The employees shall provide the Fire Chief or his designee with proof of jury duty service before compensation is approved, and with receipts of all monies received from the Court, which shall be deducted from the pay received pursuant to this Article.

Section 5. Court Attendance and Depositions. An Employee covered by this Agreement who is subpoenaed as a witness on behalf of Pinellas County or Safety Harbor shall receive full pay equal to his normal work schedule for the hours he attends Court or gives a deposition, provided he remits to the City any subpoena and witness fees (not including any expense or mileage allowances) received from the Court. This time shall be included with hours worked for overtime calculation purposes.

An employee covered by this Agreement who is a joint party in interest with the City shall also be eligible for the pay benefit as provided herein. In all other instances, an employee who becomes a plaintiff or defendant is not eligible for leave with pay.

- A. Employees subpoenaed to attend Court shall promptly notify their immediate supervisor so that arrangements can be made for their absence from work.
- B. Employees who attend Court for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the Court.
- C. Employees who attend Court, as provided herein, while on scheduled annual leave, may be allowed to reinstate annual leave hours served in Court providing satisfactory evidence of the time served on such duty is presented to the Fire Chief or his designee.
- D. Time spent in Court is the actual time required to report as stated on the subpoena or as scheduled continuing until released by the Judge or other officer of the Court.
- E. The employee shall provide the Fire Chief or his designee with proof of Court service before compensation is approved.
- F. Employees who are required to give depositions shall comply with the conditions of this Section.
- G. Employees required to attend Court or a judicial hearing, which commences during their scheduled off-duty hours shall be guaranteed two hours pay for the first appearance occurring in any calendar day. Employees will be paid from the time the Court appearance begins until two hours later or when released by the Court, whichever is greater. All Court appearances commencing during this two-hour period shall be considered covered by the two-hour guarantee. Any Court time, which commenced during the two-hour period and extends past the end of that period will be paid at a rate equal to the time actually spent in Court. All hours mentioned above shall be counted toward computing the weekly overtime.
- H. In the event that an employee is required to be on Court standby and is not called to attend Court within the calendar day, he shall be paid two (2) hours standby pay. In order to be eligible for Court standby payment, the employee must check in with the Court liaison officer, leaving the phone number where he/she may be reached.

This Section 5 shall apply only to Court attendance and depositions required as a result of an employee's employment with the City of Safety Harbor and shall not extend to any other Court attendance or deposition.

ARTICLE 13
VACATION

Section 1. The employees covered by this Agreement, that work an average of fifty-six (56) hours per week shall accrue paid vacation in accordance with the schedule below.

<u>After (x) Years of Continuous Service</u>	<u>Vacation Leave Accrual</u>
One (1) year through fourth year	6.5 shifts (156 hours)
Fifth year through sixth year	8.5 shifts (204 hours)
Seventh year through tenth year	9.5 shifts (228 hours)
Eleventh year through fifteenth year	10.5 shifts (252 hours)
Sixteenth year through twentieth year	11.5 shifts (276 hours)

No employee shall be allowed to use vacation leave that has not already accrued.

Section 2. Employees covered by this Agreement shall use the designated forms provided by the Personnel Department for requesting any leave. Vacation leave requests may be submitted by the employee to his supervisor no more than one (1) year in advance of the dates requested for vacation. Within fifteen (15) calendar days of the date of submission of the vacation request, the employee will be notified in writing of the approval or disapproval of requested leave by the Fire Chief. Once approved, leave will not be canceled except in case of a declared emergency such as a hurricane. For budgetary reasons as determined by the Fire Chief, employees may voluntarily cancel their vacation time. The union would be provided with 30 days notice in the event of a budget crisis. In addition, this cancellation could only occur during the last three months of the fiscal year (July, August, September). In the event two or more employees on the same shift simultaneously request vacation leave for the same period, the employee with the most seniority by date of hire shall be given preference. Once an employee has vacation approved, a more senior employee may not bump the less senior employee from his/her approved vacation dates.

Section 3. An employee covered by this Agreement must be employed in full-time service for one (1) year before being eligible to receive accrued vacation pay upon termination. An employee covered by this Agreement who has less than one (1) year of full-time service may, with the approval of his supervisor, be allowed vacation leave not to exceed, that which has accrued.

Section 4. It is the desire of the City that the employees of this Agreement take vacation time each year as it accrues. It is, therefore, understood that the employees are not permitted to work and receive pay in lieu of vacation time off. Each member of the bargaining unit will be required to use 50% of their accrued vacation leave earned per fiscal year. Accrued vacation leave may not accumulate in excess of 336 hours.

Additional hours beyond 336 hours may be accrued only where the City Manager determines that an extraordinary situation exists and where it is to the City's benefit. After the maximum vacation leave accrual limits, as set forth above have been reached, all such leave shall cease to further accrue until the employee has been charged with at least part of the leave so accrued. Exception: Additional hours beyond 336 may be accrued when the employee cannot take vacation due to availability of leave. The employee will take the next available full shift(s) off in order to reduce the employee's accrual balance below the 336-hour vacation accrual cap. All hours over 336 hours must be taken within a three-month period, unless an extraordinary situation exists as determined by the City Manager. Vacation time shall not accrue at any time the employee may be in a non-pay status. Upon termination, the employee will be paid for any accumulated vacation at the time of termination. Vacation hours do not accrue on final paycheck.

Section 5. Employees becoming sick or having a death in the family while on vacation may use sick time or funeral leave for such period of illness or death providing the employee calls the City to notify such change of time. This period of time shall be added to his vacation. Illness must be verified by a physician, and death must be properly documented.

ARTICLE 14 BASIC WORK PERIOD AND OVERTIME

Section 1. The present schedule of twenty-four (24) hours on-duty and forty-eight (48) hours off-duty shall be continued. A work period shall consist of twenty-one (21) consecutive days for a total of one hundred sixty-eight (168) hours. A work schedule of forty (40) hours may be assigned by the Fire Chief on an individual basis to provide for special conditions that might arise from time to time.

Section 2. Work hours and work weeks of employees assigned to other related activities of the Fire Department shall be determined by the Fire Chief to meet the requirements of the Department and to provide service to the community. An employee covered by this Agreement who may be assigned to a forty (40) hour work week shall continue at the same annual rate that the employee was receiving at the time of assignment. If the assignment is for greater than one (1) month, holiday pay, vacation leave, and sick leave, shall be computed on the same basis as for other City employees on a forty (40) hour work week.

Section 3. Employees covered by this Agreement shall be paid in accordance with the Fair Labor Standards Act. Employees must actually work 106 hours (sweat hours) per pay period in order to receive overtime payment in accordance with FLSA. Only sweat hours will be considered hours worked for purposes of computing overtime payment in accordance with FLSA.

Section 4. Employees required by their supervisor to continue on duty after the completion of their regular shift, shall be paid at one and one-half (1-1/2) times their regular rate of pay for the time actually worked.

Section 5. Recall Employees – employees required to come to work on off-duty hours due to a fire recall or other urgent situation other than listed below, shall be paid for actual time worked at the rate of one and one-half (1-1/2) times their regular hourly pay rate with a minimum of three (3) hours per recall. If the recall employee has not left the duty station at the time of a subsequent urgent situation normally requiring a recall, he or she shall be paid continuously from the time of the first recall for actual time worked at one and one-half (1-1/2) times his or her regular hourly pay and not for an additional recall.

ARTICLE 15

GENERAL PROVISIONS

Section 1. All employees must maintain State of Florida certification and Pinellas County Medical Director's authorization for their current classification. An employee in the classification of Fire Medic may permanently step down to the classification of Fire Fighter/EMT with a corresponding reduction in pay only if a vacancy exists and the Chief determines that the step down will not adversely affect efficiency of the Fire Department. Employees who permanently step down will receive a reduction of pay of 5% or to the maximum of the Fire Fighter/EMT pay range, whichever is the greater decrease.

Section 2. Work Performed at Higher Classification. When an employee covered by this Agreement is required to serve as Acting Company Officer, such employee shall be paid for all time worked as Acting Company Officer at the rate of a Company Officer at the lowest grade, but in no event less than five (5%) percent above his or her existing pay scale. When an employee covered by this agreement is required to serve as Acting Deputy Chief, such employee shall be paid for all time worked as Acting Deputy Chief at the rate of a Deputy Chief at the lowest grade, but in no event less than five (5%) percent above his or her existing pay scale.

Exception: It is the desire of the City and the Union not to have the Company Officer or Acting Company Officer as the only Paramedic staffed on an ALS Unit. The City and Union will work together to avoid this operationally when at all possible. The dual role assignment must be approved by the Fire Chief, District Chief and the Company Officer.

Fire Medics serving as Acting Company Officers and the only medic assigned to their unit shall be paid for all time worked as Company Officer/Paramedic at the rate of a Company Officer Medic at the lowest grade, but in no event less than fifteen (15%) above his or her existing pay scale.

Section 3. Members of the Negotiating Team will be allowed time off to attend the bargaining session without loss of pay if scheduled during the employee's scheduled on-duty time. Employees who perform on the Negotiating Team for only a portion of their regularly scheduled work day are expected to report to work when the session is ended. Trustees of the Fire Fighter Pension Trust Fund will be allowed time off to attend Board meetings without loss of pay, if the meeting is scheduled during the employee's on-duty time. Employees are expected to return to work when the Board meeting has ended.

Section 4. Continuing Education. In order to insure a high level of proficiency, all members must comply with the continuing education required to maintain their certification as EMT's and Paramedics.

Section 5. Date of Employment. The date of employment will be considered the date an employee commences employment with the City and will be used to compute longevity, annual leave, seniority and retirement.

Section 6. Testing and Searches. The Parties agree that the use of drugs and alcohol by employees is a serious threat to the efficiency of the modern workplace. It is therefore agreed that no employee shall use or take any alcohol or drug in such a manner or at any time that its presence may be detected in the body of the employee during work hours.

The employer shall have the right to perform physical or other test or tests of its choice upon any or all of its employees in order to detect the presence of alcohol or drugs. Such test or tests may be administered whenever there is a reasonable suspicion that an employee is in possession or under the influence of or has taken any drug or alcohol. This part shall not affect the right of the City to test for drugs in the course of any physical administered pursuant to Article 25.

Section 7. All unit 1 state and county certified paramedics employed by the City shall be paid in accordance with the Fire Medic pay classification and scale. An employee, Fire Fighter/EMT who completes a state and county approved paramedic program and is certified to function as a paramedic will be promoted to the fire medic pay classification and will receive a five percent increase in pay or move to the minimum of the fire medic pay range, whichever is greater, not to exceed the maximum of the fire medic pay range. Upon promotion, the employees shall commence a new probationary period for this classification. Promotion shall establish a new merit review date and promoted employees shall normally be eligible for consideration for merit pay increase six (6) months after the effective date of such promotion. The new probationary period will not affect the employee's accrual or use of vacation, sick or personal leave, or the computation of longevity and retirement as addressed in Article 15 section 5 of this agreement.

Section 8. Any employee covered by this agreement who is promoted to Company Officer or a position or rank covered by this agreement shall receive a five

(5%) increase in pay or move to the minimum Company Officer pay range whichever is greater, not to exceed the maximum Company Officer pay range. A State and County Certified Paramedic who is promoted to Company Officer that continues to remain a State of Florida Certified Paramedic and is certified to function as a Paramedic in Pinellas County shall receive a five (5%) increase in pay or move to the minimum Company Officer/Paramedic pay range, whichever is greater, not to exceed the maximum Company Officer/Paramedic pay range. Upon promotion, the employee shall commence a new probationary period for his or her classification. Promotion shall establish a new merit review date and promoted employees shall normally be eligible for consideration for merit pay increase (6) months after the effective date of such promotion. The new probationary period will not affect the employee's accrual or use of vacation, sick, or personal leave, or the computation of longevity and retirement as addressed in Article 15 Section 5 of this agreement.

Section 9. All current Company Officers who are also Florida State Certified Paramedics and are certified to function as a Paramedic in Pinellas County who choose to remain certified will receive a one-time 5% increase as of October 1, 2004, and be placed in the Company Officer Paramedic Pay scale. The October 1, 2004 pay adjustment shall not commence a new probationary period or change the adjusted individuals merit review date. All future promotions to Company Officer/Paramedic are addressed in Article 15, Section 8. A Company Officer must maintain their State and County certifications to be paid in accordance with the Company Officer/Paramedic pay range. Company Officers may choose to step down, if approved by the Fire Chief as to not adversely effect operations will receive a reduction in pay of five (5%) or to the maximum of the Company Officer pay range whichever is greater.

Section 10. Promotion eligible rosters shall be established for appropriate bargaining unit positions. The rosters shall contain the names of successful candidates in order of their relative performance or ranking in the respective examinations. Such rosters shall be valid for one year from the date of the initial promotion from the list.

ARTICLE 16 CONSULTATION

Section 1. Matters appropriate for consultation between the parties include wages, hours, terms and conditions of employment, and areas of mutual concern. Consultations may be held upon request of either the employer or the Union on an effort to reach mutual understandings, receive clarification and/or exchange information affecting employees in the Fire Department. Consultation meetings shall not be used for negotiation purposes.

Section 2. Consultation meetings between the Union representatives and Management, shall be arranged by mutual agreement of the parties upon request of either party. Consultation meetings may be called by the employer consistent with

confidentiality, or other legal restrictions to advise the Union of anticipated major changes affecting the working conditions of bargaining unit employees. Arrangements for any consultation meeting shall be made ten (10) calendar days in advance whenever possible and an agenda of matters is requested. Matters taken up in consultation meetings shall be those included in but not necessarily limited to the items on the agenda and Union representatives shall be limited to no more than four (4) persons at any one meeting.

Section 3. When contact is required by the Union with Management on matters covering consultation, the point of contact is both the Fire Chief and the City Manager. Where contact is required by Management with the Union, the point of contact is the President of the Union.

Section 4. Attendance at consultation meetings during their scheduled working hours shall not cause Union representatives to suffer any loss of pay or benefits. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

ARTICLE 17 PAY

Section 1. Pay Plan.

- A. The City agrees to pay each employee of the Fire Department covered by this Agreement, in accordance with the pay plan in the Appendix of the Agreement. In no event shall an employee's base pay exceed the maximum range in his/her classification. In addition, said employees shall receive a zero (0) percent cost of living raise. The merit review date for employees hired after October 1, 2001 shall be established as their hire date. The probationary period will be six months; however, the employee will not be eligible for a merit raise until completion of one year of service. Employees who are promoted will have their merit review date adjusted in accordance with Article 15 Section 7.

- B. Non-probationary employees shall be reviewed annually on their merit review date. During the term of this agreement only and automatically stopping on its expiration on September 30, 2007, the City Manager will approve merit pay increases within an established pay grade, however, such increases shall not be automatic, but shall be dependent upon specific, written recommendation by the Fire Chief which shall be based upon standards of performance as indicated by the employee's performance ratings. Such increases shall reward employees for job performance, develop incentives for employees and improve productivity. Prior to implementation of the merit system, the City shall establish numerical values for each category in which an

employee is to be rated. Ordinarily, merit pay increases shall not be considered more often than every twelve (12) months. However, the Fire Chief may recommend merit pay increases more frequently upon detailed written statements to the City Manager outlining the employee's exceptional job performance, or the unusual employment conditions that warrant such requests, giving due consideration to the salary rates paid other employees in the same classification. The City Manager may deny any such request when he deems such request to be contrary to the best interest of the City. No merit pay increase shall be granted above the maximum in the pay grade for the classification concerned.

C. The following is the scale that shall be used in determining merit increases which will be awarded during the term of the contract only, based on an evaluation with a maximum score of 60 points:

0-20 = 0%	21-29 = 2%	30-34 = 2.5%	35-39 = 3%
40-44 = 3.5%	45-49 = 4%	50-54 = 4.5%	55-60 = 5%

D. No merit increases shall be paid upon expiration of this agreement until such time as a new agreement is reached between the parties.

Section 2. Holiday Pay

The following days shall be holidays for the purposes of this agreement:

New Years Day	January 1
Martin Luther King's Birthday	Third Monday in January
Spring Holiday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve (1/2 holiday)	December 24
Christmas Day	December 25

And any day specifically designated a Holiday by the City Commission, upon recommendation of the City Manager. 56-hour shift personnel will receive 16 hours additional pay per holiday at straight time if they work the holiday. Shift personnel will receive 12 hours additional pay per holiday at straight time if they do not work the holiday for any reason. For the Christmas Eve 1/2 holiday, employees will receive 8 hours additional pay if they work, and 6 hours additional pay if they do not work.

ARTICLE 18
SENIORITY, LAYOFF AND RECALL

Section 1. Seniority. The employer shall prepare and post a seniority list by department and classification seniority and post same on all bulletin boards during the month of October. Such list shall be considered correct unless objection is raised within thirty (30) days of posting.

- A. Seniority is understood to mean an employee's most recent date of employment or reemployment. Seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay for thirty (30) consecutive days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of Absence Without Pay for periods of less than thirty (30) consecutive calendar days shall not cause the City Seniority date to be adjusted.
- B. Seniority shall be used for purposes of computing longevity, annual leave, service awards and other matters based on length of service.
- C. Employees shall lose their seniority as a result of the following:
 - 1. Voluntary resignation;
 - 2. Retirement;
 - 3. Separation from employment;
 - 4. Layoff exceeding twelve (12) months;
 - 5. Absence without authorized leave for three (3) consecutive working days for employees assigned to a scheduled forty (40) hour work week, or one (1) working shift for employees assigned to a scheduled fifty-six (56) hour work week;
 - 6. Failure to report to the City intention of returning to work within fourteen (14) calendar days of return receipt verification of certified mail of the recall offer notice referred to in this Article 18; and
 - 7. Failure to return from Military Leave within the time limits prescribed by law.
- D. Classification Seniority shall be understood to mean length of time in classification. After successful completion of the probationary period, length of time in classification reverts to the date of entry, transfer of promotion to present classification. Seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay for thirty (30) consecutive calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of Absence Without Pay for periods of less than thirty (30) consecutive calendar days shall not cause the Classification Seniority date to be adjusted.

- E. Classification Seniority shall be used in conjunction with job classification for purposes of layoff and consideration for merit reviews and promotion.
- F. All new employees shall be placed on probation for six (6) months.
- G. The Fire Chief has the authority to extend initial employment probation for three (3) additional months.

Section 2. Layoff. Management will notify the Union in advance of any pending reduction-in-force. The order in which permanent employees will be laid off after temporary and probational employees will be at the discretion of the City giving utmost consideration to seniority (within the below group order), job qualification and based on the employee's employment and professional record. Membership or non-membership in the Union shall not be considered by the City for such decisions.

- Group A:** Employees with 1 – 5 years of service.
- Group B:** Employees with 6 – 10 years of service.
- Group C:** Employees with 11 – 15 years of service.
- Group D:** Employees with 16 or more years of service.

Section 3. Recall. Employees in layoff status will retain recall rights for twelve (12) months and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employer's records. Within fourteen (14) calendar days of the certified receipt date, laid off employees must signify their intention of returning to work to the Fire Chief by certified mail.

- A. Recall will be offered to laid off employees provided they are physically qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons as contained in NFPA 1001, may request a leave of absence not to exceed thirty (30) calendar days to meet such standards.
- B. Recall from layoff shall be the inverse of the order of layoff.
- C. An employee recalled within twelve (12) months shall keep the same classification seniority date as existed before the layoff.

ARTICLE 19

UNIFORMS AND PERSONAL PROPERTY

Section 1. Serviceable uniforms and protective gear will be provided at no cost to the employees covered by this Agreement on a salvage basis.

Section 2. Uniforms shall consist of shirt, pants, badge, nametag, and one pair of steel-toed safety shoes.

Section 3. Protective gear shall consist of bunker coat, bunker pants, and gloves made of Nomex 3, or equal, fire retardant construction, Nomex hood, rubber water resistant steel-toed and steel insole fire boots and a protective fire helmet with face shield.

Section 4. In the event that an employee's eyeglasses or watch is damaged or destroyed in the line of duty, the City shall either repair or replace the eyeglasses or repair or replace the watch up to a maximum expense of \$50.00 to the City. For the purpose of this article "In the line of duty" shall refer to an action performed while responding or performing on an emergency call or while training. The City will not repair or replace watches or eyeglasses when damage is a result of carelessness or negligence.

ARTICLE 20 SHIFT EXCHANGE

Employees shall have the right to exchange shifts when the change does not interfere with the normal operation of the Fire Department. Request for shift exchange shall be made to the Fire Chief at least twenty-four (24) hours in advance except in emergency situations. All such requests shall be submitted on the appropriate form designated by the Fire Chief. Upon approval by the Fire Chief, the employee shall have the right and responsibility of the shift exchange requested.

ARTICLE 21 VACANCIES

No fire fighter covered by this Agreement will be required to occupy two (2) paid positions simultaneously for any reason.

ARTICLE 22 EDUCATIONAL BENEFITS

Section 1. The City agrees to continue to provide for the furthering education of members of the Fire Department through time-off regular shifts to complete any Fire Department approved subjects.

Section 2.

1. Tuition refunds will be granted for courses offered by technical institutes, trade schools, correspondence schools or accredited colleges, universities, or other approved institutions.
2. Technical training courses must be related to the employee's present job or a reasonable promotional objective. College courses including related courses and electives will be approved only for the following 2 and 4-year degrees: EMS, Fire Science, Emergency Management or Public Safety.
3. There must be a probability that the course will contribute to the employee's development as a City employee.
4. When possible, course attendance should be on the employee's own time and should not interfere with his/her job duties.

Grade Requirements

5. Successful completion of the course must be accomplished through a grade of "C" or better before reimbursement can be made.
6. In courses, which are offered on a "pass" or "fail" basis, a "pass" grade must be accomplished.
7. Upon the successful completion of a course, a form will be secured from the Personnel Department, requesting reimbursement. This form, a copy of the employee's grade report and a receipt of payment, from the school or institution, will be submitted to the Personnel Department as application for reimbursement.
8. If all eligibility requirements have been met, the employee will be reimbursed based upon the following schedule:

<u>Grade Received</u>	<u>Cost Reimbursed</u>
"A"	100%
"B"	75%
"C"	50%
PASS/FAIL	50% (if passed)

9. At the option of the employee, reimbursement may be made for books and materials, based upon the grade obtained in the course.

10. Advanced payment may be authorized by the City Manager with the written understanding, signed by the employee, that should a grade of at least a “C” not be obtained, the employee will be responsible for reimbursement to the City.

Section 3. The City and Union agree that tuition reimbursement funding must be budgeted, and that reimbursement expenditures will not exceed budgeted funds. Bargaining unit members must submit funding requests to the Fire Chief no later than April 1st for courses to be taken during the forthcoming fiscal year.

Section 4. Employees may substitute courses for courses previously approved for funding, provided the tuition is equal to or less than the tuition for the approved course. The City and Union agree that all funding requests for tuition reimbursement shall be made in good faith. Employees are expected to complete the courses for which funding requests have been submitted. Budgeted tuition reimbursement money not utilized by the designated employee may be used by other employees on a first-come, first-served basis, as approved by the Fire Chief.

Section 5. Tuition reimbursement shall be limited to \$1,500 per employee per fiscal year for all approved technical training courses, and approved 2 or 4-year college courses.

Section 6. The resignation or discharge of an employee automatically terminates their eligibility for benefits under this policy. Separation from City Service prior to one year after completion of reimbursed courses shall cause the employee to repay, or have deducted from his/her salary, or separation benefits, all costs reimbursed by the City under this reimbursement program. The Department Head is responsible to ensure compliance with this procedure.

Section 7. Employees required to attend Fire Department training drills or other related activities on scheduled time-off, will be reimbursed at the overtime rate for those hours attended.

Section 8. Employees subject to attend seminars or examinations necessary to maintain State EMS Certification or CEU’s shall promptly notify the immediate supervisor in order that arrangements may be made for personnel replacement.

Section 9. The City agrees that it will provide funding for continuing education as long as the County provides funding for such education and the City agrees to allow employees to attend such courses.

Section 10. The City agrees to fund tuition reimbursement costs for paramedic training for up to a maximum of four (4) Fire Fighter/EMT’s during the life of this agreement, but no more than two (2) at one time. These costs shall not be included in the annual limits on tuition reimbursement in Section 5. The City will provide a Paramedic

Training Agreement with each individual selected for training. This agreement will include the cost of tuition, training time, continued employment requirements after training, and other terms and conditions.

ARTICLE 23 MATERNITY LEAVE

Section 1. The employee will provide the Department with verification from a physician of the employee's pregnancy and ability to continue normal duties. The employee will be permitted to continue normal working duties unless otherwise advised by her physician.

Section 2. The employee may be placed on light duty, if available, with the consent of the employee's physician. The Fire Chief will work with the employee to find suitable light duty. Acceptable light duty assignments for maternity may include but are not limited to the following: car seat installation, preplan updates, pool inspections, CPR training, fire inspections, special needs administration, filing, issuing burn permits, installing smoke alarms, or other duties as approved by the Chief. Employees assigned to light duty shall work under the direction of the Chief, unless otherwise assigned. Shift employees shall be assigned to a forty-hour work week. Pay and all benefits shall be adjusted to the forty-hour work week. The Fire Chief may at his discretion terminate light duty assignments.

Section 3. Upon date of delivery, or sooner on her physician's advice, the employee will be permitted a leave of absence in accordance with the Family and Medical Leave Act. At the start of the leave of absence, the employee must first use accumulated sick leave and vacation leave, and will then be placed on Leave Without Pay. The employee may apply for benefits under the City's short-term and long-term disability insurance plans.

Section 4. Upon returning to work, the employee must present a statement from her physician indicating that she is physically able to return to work without restrictions or limitations.

Section 5. During the leave of absence for pregnancy and delivery, the employee shall not lose seniority within the Fire Department.

ARTICLE 24 MILEAGE

Any time an employee covered by this Agreement is required to use his or her personal car for authorized Fire Department business, but not to apply to recalls, the employee shall be reimbursed at the same mileage rate as allowed other City employees.

ARTICLE 25 EMPLOYEE PHYSICAL

Section 1. Employees covered by this Agreement may be required to undergo an annual physical examination by a licensed MD either as part of a department wide program of annual physicals or when the City has reason to question the physical or mental ability of an employee to perform his or her job duties. This shall not be construed to be a random drug test or physical exam. The City shall determine the extent of the examination, which shall include, but not be limited to, a chest x-ray, a CBC, a SMA, an EKG or any other test recommended by the City's Medical Director. The City shall bear the cost of the examination and the Fire Chief shall schedule the examination.

Section 2. It shall be the duty of the employee concerned to take any remedial measures or any treatment recommended by the examining physician. Problems arising in connection with the remedial measures shall be resolved by a committee composed of the Fire Chief, Personnel Director or his designee and a Union Representative. If an employee, after being scheduled for his physical, fails to keep his appointment, he may be subject to disciplinary action. Failure to pass the physical as determined by the City or City Medical Director and where no remedial action is taken as stated above, may subject the employee to termination.

ARTICLE 26 SUBSTANCE USE AND TESTING

Section 1. Any employee in this bargaining unit will be subject to testing if there is reasonable suspicion that the employee is under the influence of alcohol, drugs or controlled substances while on duty or has engaged in off duty use recent enough to be detectable on duty. Employees will be subject to testing if they are involved in an accident that results in property damage estimated to be equal or greater than \$25,000, when the employee contributes to the accident or cannot be completely discounted as a contributing factor to the accident, should there be reasonable suspicion. Reasonable suspicion shall be determined by a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Any employee subjected to such test shall be removed from duty pending the result of such test, and such employee shall continue to receive his regular pay and benefits pending test results.

Section 2. The Gas Chromatography/Mass Spectrometry or a test of comparable scientific validity will be run on the sample taken to test for drugs or controlled substances and a blood alcohol shall be used to test for alcohol. When a blood or bodily specimen for testing is obtained from an employee by an independent medical facility, a

sufficient quantity of the specimen shall be obtained for testing by a contract laboratory selected by the City and a laboratory designated by the Union or the employee. The samples shall be transmitted to the contract laboratory and to the laboratory designated by the union or employee as soon as possible by the independent medical facility. The test shall be made as soon as possible by the laboratories. The Union or employee shall bear the cost of its separate test.

Section 3. Employees tested under this article must release the test results to the City. Refusal to do so shall result in termination. 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, will result in the employee being terminated if the employee's condition was first discovered by Fire Department management or supervisory personnel. In the event the employee's above referred condition while on duty is reported by a fellow bargaining unit employee or by the employee himself, the employee will be required to attend and successfully complete an appropriate detoxification or rehabilitation program and to participate in an appropriate alcohol or drug abuse program. Failure to successfully complete such program may subject the employee to discipline. The employee shall be allowed to use sick leave in accordance with this agreement for absence from duties to attend any such detoxification program and appropriate drug or alcohol abuse program. Should the employee not have sufficient accumulated sick leave to use for this purpose, the employee shall be granted leave of absence, without pay, to attend said program. After completion of any detoxification program, the employee shall be subject to three random blood tests anytime during a twelve-month period after completion of detoxification or rehabilitation. A positive test on any of these three tests will subject the employee to discharge.

Section 4. When an employee uses a controlled substance, which has been prescribed or administered by a physician, which may affect his performance of job duties, the employee has an absolute obligation to inform his supervisor immediately upon reporting for duty. The supervisor shall determine whether the employee shall be assigned or not. If the employee is not assigned, he shall be sent home on sick leave.

Section 5. A bargaining unit member has an absolute obligation to report to his supervisor any employee who is under the influence of alcohol, drugs or controlled substances while on duty and must thereafter cooperate in the investigation and any related disciplinary proceedings. Any employee who fails to do so shall be subject to disciplinary action. An anonymous "tip" shall not discharge a bargaining unit member's obligation hereunder nor shall it be the sole basis for the imposition of testing under this article. A bargaining unit employee who maliciously files a false report that another bargaining unit member is under the influence of alcohol, drugs or controlled substances while on duty shall be subject to disciplinary action.

Section 6. Medical records of drug/alcohol testing of bargaining unit members maintained by the City will not be filed in the official personnel file of the employee in the City's Personnel Department to the extent allowed by the Florida Public Records Act.

Section 7. In addition to the above sections, Unit 2 employees shall abide by the terms and conditions of the City's Drug-Free Workplace Policy. Such policy and testing will be in accordance with Florida Law.

ARTICLE 27
GROUP HEALTH AND LONG-TERM DISABILITY INSURANCE

Section 1. The City agrees to provide Group Health Insurance for all employees covered by this Agreement for the duration of the contract at no cost to Fire Department employees. The parties agree that the City will have the unilateral right to determine the carrier, deductible, and other terms and conditions of the policies to be purchased for employees at City 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, carrier and particular coverage. However, the City agrees that it will, prior to making any change, consult the union prior to making its decision, not to bargain, but to inform the union of its intention and to solicit any suggestions, which the union might have. 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. The City agrees that upon ratification of this agreement, the City will arrange to provide Long Term Disability Insurance with a benefit of 60% of the base monthly earnings, in accordance with the terms and conditions of the policy. Such policy will remain in full force and effect during the term of this agreement.

ARTICLE 28
SAFETY

Section 1. The City will make every reasonable effort within budget limits to provide and maintain safe working conditions. To this end the Union will cooperate and encourage the employees covered by this Agreement to work in a safe manner. The management will receive and consider recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Within thirty (30) days of receipt, the Fire Chief shall give a written reply to the employee or the Union regarding disposition of the recommendation.

Section 2. Department management shall provide proper and necessary safety equipment and devices, within the limit of the budget, for employees engaged in such work where the equipment or devices are necessary. Such equipment or devices when supplied must be used. Failure by employees to utilize provided equipment or devices as

the department deems appropriate, will subject the employee to disciplinary action based upon the seriousness of the offense, the relation the offense has to the safety of those other than the offender, whether or not an injury occurred resulting in lost time and whether the offense is a reoccurrence of the same offense performed at a previous time for which a milder reprimand was given. Disciplinary action may be a little as a written reprimand or as great as discharge depending on the seriousness of the offense.

Section 3. Medical Malpractice Insurance shall be provided by the City to all full-time Fire Department employees authorized to perform emergency medical and/or Paramedic services while carrying out these duties as a part of their regular employment with the City of Safety Harbor. The limits of coverage shall be included by the City in the City's General Insurance Contract for the City's Medical Director.

Section 4. The City agrees to defend any employee when the employee is sued on any claim arising out of his employment with the City and acting within the scope of his duties. The employee agrees to cooperate in his defense. The City also agrees to pay any judgment rendered against an employee for acts committed when the employee is acting within the scope of his City employment, provided the employee did not act intentionally, with malice, or with gross negligence as provided under state law.

ARTICLE 29 ON-DUTY INJURIES AND WORKERS' COMPENSATION

Section 1. On-duty Injuries. It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under the Workers' Compensation laws or the requirements of the City's Workers' Compensation Insurance carrier. Subject to such limitations:

- A. An employee who is injured in the line of duty and whose condition requires non-emergency medical treatment shall receive treatment from the Workers' Compensation Physician established by the City. The City shall have the right to select the physician. In the event of an emergency, 911 shall be contacted immediately and appropriate care shall be administered. If the injured fire fighter requires hospitalization and medical treatment outside of the local area, it shall be permitted and will not affect Articles and Sections of this Agreement.
- B. Upon return from a working fire, the employee may request a physical examination by the City physician to ensure the employee is stable and capable of returning to work. This right may be rescinded on an individual basis if repeatedly abused by an employee.
- C. Employees, who in the course and scope of their employment, are exposed to patients who claim to have AIDS or to patients who are at high risk for AIDS shall be appropriately medically tested for HIV virus

or AIDS infection at the City's expense. This testing can be required by the City or shall be provided by the City upon the employee's request. Employee will be tested and treated in accordance with Pinellas County PEP protocol, under the direction of the County Medical Director.

Section 2. Employees who are injured on-the-job shall receive full compensation for the first seven calendar days for which they are unable to work. After this period, employees shall use accrued sick leave sufficient to make up the difference between the Workers' Compensation payment and the employee's regular rate of pay. In the event the employee has no accrued sick leave or it is exhausted, the employee shall receive only the pay and benefits provided by Workers' Compensation except as otherwise provided or allowed under this agreement. In the event of extended, permanent or total disability, payments under this Section shall be replaced by the determination under Section 3 of this Article.

Section 3. In the event of extended, permanent or total disability, the Long Term Disability Plan provided by the City, Florida State Retirement System or other Fire Department retirement plan in accordance with Florida Statutes Chapter 175, and Workers' Compensation Board ruling shall prevail in place of Section 2 of this Article.

Section 4. Light Duty Assignments

Some on-the-job injuries may prohibit the full performance of assigned job duties; however, there may be other duties an employee could safely perform without aggravating his/her medical condition. When the attending physician states in writing that "light duty" work is acceptable and identifies the employee's specific physical limitations, the department director may at his/her discretion, assign other bona fide tasks and light duties as the employee's health and medical condition may permit. Light duty assignments in compliance with medically established restrictions shall be performed by an employee so assigned within the Fire Department. A physician's written recommendation for an employee's return to work on a "light duty" basis will be considered individually by the department on the following basis:

1. Suitable "light duty" work must be available.
2. The physician recommending an employee's return to work on light duty status must provide reasonable assurance that the condition will not exceed thirty (30) calendar days. Extension of the light duty status beyond thirty (30) days requires the approval of the department head. Extension of the light duty status beyond sixty (60) calendar days requires the approval of the City Manager.

ARTICLE 30 UNION POOL TIME

Section 1. Bargaining unit members may donate up to 12 hours of vacation or personal leave per fiscal year, to union officers or designees for the purpose of attending official union functions. Donated hours will be placed in a “pool-time” account and shall not exceed a maximum accrual of 280 hours. Bargaining unit members may donate time, once per fiscal year, on the appropriate form that will be distributed in October of each year.

Section 2. Union officers or designees who wish to use pool-time must obtain the Fire Chief’s approval and the absence must not create a minimum staffing problem, require overtime or create any other problem which would impede the efficiency and smooth operation of the Fire Department. Time off under this article shall be scheduled in accordance with vacation scheduling procedures contained in Article 13.

Section 3. Time off under this article shall not be considered on-duty for the purposes of computing overtime nor is the employee eligible for Worker’s Compensation benefits in the event of injury.

**ARTICLE 31
CERTIFICATION INCENTIVE PAY**

Section 1. Employees who have attained any of the following certifications are eligible for incentive pay, on the first paycheck of the month:

Unit 1:

- Group (A) \$75.00 per month:
Qualified Apparatus Operator (See Section 2)

- Group (B) \$50.00 per month:
State of Florida Certified Inspector

- Group (C) \$25.00 per month:
Qualified Acting Officer (see section 4)
State of Florida Certified Instructor

Unit 2:

- Group (A) \$75.00 per month:
State of Florida Certified Inspector

- Group (B) \$50.00 per month:
State of Florida Certified Fire Officer I or II
State of Florida Certified Instructor

Employees must present proof of certification to the Fire Chief or his designee. Incentive pay will not begin until after the Incentive Pay Authorization form has been

received by the Personnel Department. Incentive form will be submitted electronically by the employee to immediate supervisor and Deputy Chief.

Section 2. For Qualified Apparatus Operator, employees must have completed probation, passed a 40-hour or greater pump operators course that compares to the outline of the Florida State Bureau of Fire Standards and Training, and be EVOC certified. Employees must be certified by the Fire Chief or designee to operate all fire apparatus regularly staffed by the City.

Section 3. Incentive pay may be received for any number of certifications, up to a maximum of \$125.00 per month. Certifications must be maintained to continue to receive incentive pay.

Section 4. Any Unit 1 employee covered by this agreement who is qualified to work as an Acting Company Officer for the department shall receive this incentive. The employee must obtain the training and approval of the Fire Chief or his designee prior to obtaining the incentive. The employee who attains this certification must perform as Acting Company Officer if assigned.

ARTICLE 32 RETIREMENT

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

Section 2. All personnel hired on or after January 1, 1996 will be enrolled in the Safety Harbor Fire Fighter's Pension Plan, as provided under Chapter 175, Florida Statutes.

Section 3. Any changes to benefits or plan specifications will be negotiated between the parties.

ARTICLE 33 APPENDICES AND AMMENDMENTS

All appendices and amendments to this Agreement shall be numbered, dated and signed by the responsible parties and shall be subject to all provisions of this Agreement.

ARTICLE 34 SAVINGS CLAUSE

Section 1. If any provisions of this Agreement or the application of such provision should be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 2. In the event of invalidation of any Article or Section of this Agreement, 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 35 ENTIRE AGREEMENT

Section 1. The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposal 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. The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated this Agreement, unless otherwise provided herein.

Section 2. 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. Such memoranda of understanding shall be valid only until the expiration of this agreement. This section shall apply only in the event of voluntary consent by both parties and neither party is obligated to agree to execute a memorandum of understanding. In the absence of consent and agreement, the above provisions of this article shall be controlling, but all parties shall still have those rights and remedies available under this Agreement or as otherwise provided by law.

ARTICLE 36
TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of October 1, 2004 after ratified by the parties hereto and shall remain in full force and effect until September 30, 2007, except for Section 2 of this Article.

Section 2. It shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing at least one hundred eighty (180) days prior to the annual anniversary date that it desires to modify all or part of the Agreement. Within thirty (30) days after such notice has been received by the other party negotiations shall begin on a new contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized Representatives on this _____ day of _____, 2004.

FOR THE CITY OF SAFETY HARBOR

**FOR THE SAFETY HARBOR
PROFESSIONAL FIRE
FIGHTERS ASSOCIATION,
LOCAL 2267**

APPROVED AS TO FORM

ALAN ZIMMET
City Attorney

JOHN LITTLE
President

WAYNE LOGAN, JR.
City Manager

MICHAEL EASH
Vice President

**APPROVED FOR THE
CITY COMMISSION**

**ACCEPTED FOR THE
FIRE FIGHTERS
ASSOCIATION**

PAM CORBINO
Mayor

ANTHONY BARELLO
Secretary

**APPENDIX A
PAY PLAN**

F1	\$31,750.00	Entry level FF/EMT
F2	\$40,042.00	Maximum Pay FF/No EMT (allows for current personnel)
F3	\$45,499.00	Maximum Pay FF/EMT
FM1	\$36,143.00	Minimum Pay Fire Medic
FM2	\$51,924.00	Maximum Pay Fire Medic
O1	\$44,554.00	Minimum Pay Company Officer
O2	\$57,056.00	Maximum Pay Company Officer
O3	\$46,782.00	Minimum Pay Company Officer/Paramedic
O4	\$59,909.00	Maximum Pay Company Officer/Paramedic

- A. Effective October 1, 2005, the minimum and maximum pay for Fire Fighter, Fire Fighter/EMT, Fire Medic, Company Officer, and Company Officer/Paramedic will be adjusted upward, dependent on the results of a marketplace study on the affected pay ranges. In August 2005 the Union and Management will conduct a joint marketplace study of the following Fire Departments: Clearwater, Largo, Palm Harbor, Tarpon Springs, Pinellas Park, East Lake, St. Pete Beach, Indian Rocks Beach, Oldsmar, Dunedin and St. Petersburg. The purpose of this study is to determine the County average minimum and maximum salaries for Fire Fighter, Fire Fighter/EMT, Fire Medic and Company Officer classifications. On October 1, 2005 the minimums and maximums of the above classifications will be adjusted upward to equal the county average, if the average minimums and maximums are \$500 or above the Safety Harbor minimums and maximums. Should the averages be less than \$500 above the Safety Harbor minimums and maximums, no adjustment will be made. Minimums and maximums for each classification will be examined and separately adjusted, except that the minimums and maximums of Company Officer/Paramedic shall be set at 5% above the minimum and maximum of Company Officer.
- B. Union employees who are topped out on October 1, 2004, October 1, 2005 and October 1, 2006 will receive a one-time payment, an amount not to exceed 3.5%, of their annual merit evaluation, with a minimum payment of 2.5%, if earned on the merit scale.

LONGEVITY: An annual longevity payment will be made on or before December 1 of each year to those fire fighters who have achieved the number of years of full-time service as indicated in the schedule below on or before October 1 of that fiscal year.

YEARS OF CONTINUOUS SERVICE	LONGEVITY AMOUNT
Ten through fifteen years	\$800.00
Sixteen and over	\$1,000.00