

A G R E E M E N T

between

CITY OF SEMINOLE

and



I.A.F.F. LOCAL 2896

Date: October 1, 2005

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ARTICLE 1

RECOGNITION AND BARGAINING UNIT

Section 1

The Florida Public Employees Relation Commission held an election on September 20 and 21, 1983 and having certified the results of said election in PERC order 620, the City of Seminole now recognizes the I.A.F.F. Local 2896 in accordance with Chapter 447 of Florida Statutes as the exclusive representative of all employees in the unit hereinafter for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

Section 2

The bargaining unit shall include the following:

- Captain
- Firefighters
- Lieutenants
- Inspectors
- Emergency Medical Technicians
- Firemedics

Excluded from the unit will be all employees of the City of Seminole Fire Rescue Department including, but not limited to, negotiating representatives, managerial or confidential employees, the Fire Chief, Assistant Fire Chief, Fire Marshal, District Chiefs, EMS Coordinator, Training Coordinator, Training/EMS Officer, fleet maintenance personnel, Public Education/Information Officer, and clerical, financial, administrative, and part-time employees.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1

The Parties recognize that before the Seminole Fire Rescue, Inc. merged with the City of Seminole, the City of Seminole had all rights and privileges afforded it under federal and state law. The Parties further recognize that the City desires to retain all such rights and privileges except to the extent they are specifically limited by the terms and conditions of this Agreement. Therefore, Management shall have the right to exercise any, and all, such rights unless the exercise, thereof, is specifically excluded by the express terms of this Agreement. It is the intent of the Parties that this clause be construed as a residual Management Rights' clause.

Section 2

No one interpreting this Agreement in an administrative or judicial capacity shall, in any way, have the right to limit any Management right except by the express terms of this Agreement. No limitation upon Management rights shall be implied or inferred from the language of this Agreement, and any ambiguity with respect to whether any specific wording in this Agreement limits a Management right, or not, shall always be construed in favor of the City and the Management right, in question, shall remain intact.

Section 3

The City, therefore, reserves all rights, powers, and authority customarily exercised by City Management and the management of a fire district or department, except as otherwise specifically delegated or modified by the specific and express provisions of this Agreement. This Agreement shall not affect or limit any of the functions or responsibilities of the City or its management and shall not restrict, in any way, the management of the City or the exercise of Management prerogatives except as specifically, and expressly, limited by this Agreement.

Section 4

The management of the City, the Fire Rescue Department, its plant and equipment, and the direction of its workforce, includes, but is not limited to, the following:

- a. Determining whether all or part of the Fire Rescue Department shall continue to be operated by the City.
- b. To subcontract out all, or any part, of the Department operations covered by this Agreement.
- c. To establish new jobs, abolish or change existing jobs, to change or modify descriptions, to increase or decrease the number of jobs or employees within the Fire Rescue Department.
- d. To change materials, processes, procedures, equipment and methods of operation.
- e. To introduce new and improved materials, facilities, or procedures.

- f. To schedule the work of Department employees.
- g. To assign the work to be performed within the Fire Rescue Department.
- h. To be the sole judge of applicants for employment within the Department, qualifications, and physical fitness.

Section 5

Each and every one, of the aforementioned rights shall be vested, exclusively, in the City. The description of the rights of Management set forth, herein, shall not be interpreted as a complete list or as, in any way, limiting any right of Management not specifically set forth. It is further agreed that the exercise of Management rights, as set forth in this entire Agreement, shall not be reviewable by any authority, administrative or judicial in any manner. All of the rights, powers, and authority referenced, herein, are within the exclusive prerogative of the City, except only as specifically limited, herein.

Section 6

The Union specifically recognizes that management of the City and the Fire Rescue Department is the responsibility and prerogative of the City; and, that the direction of personnel, including the right to hire, discharge, promote, transfer, and lay-off employees is the exclusive prerogative of the City, except only as specifically limited, herein, in the manner referenced in this clause.

ARTICLE 3

EMPLOYEE RIGHTS

Section 1

All employees covered by this Agreement will be afforded all rights as stated in Florida Statute 447.301.

Section 2

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual written consent.

ARTICLE 4

PROHIBITION AGAINST PICKETING AND 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 City or participation in a deliberate and concerted course of conduct which adversely affects the service of the City.

Section 2

Neither the Union, nor any of its officers or agents, or members covered by the Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any strike, sympathy strike, slowdown, "blue flu", organized work slowdown, or any other activity which would prohibit an employee from reporting for duty.

Section 3

Should the Union or group of the Union covered hereunder with the City breach this Article, the City may then proceed against the Union as covered in Florida Statute 447, as amended and such sections of State and Federal law that may apply.

Section 4

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 any bargaining unit members.

ARTICLE 5

CHECK OFF

Section 1

Upon receipt of the proper form, the City shall withhold Union dues, and uniform assessments, if any, from the bi-weekly pay of each member requesting same, but the City will not become involved in the collection of fines, penalties, nor shall the City honor any requests for check-off except for Union dues and uniform assessments as provided in Chapter 447 F.S.

Section 2

Initiation fees will not be collected or deducted from employee's checks by the City. Responsibility for the collection of initiated fees lies solely with the Union.

Section 3

Upon the effective date of this Agreement, the Union will notify the City in writing, as to the amount of dues to be deducted from a member's salary on a bi-weekly basis. This notice shall state the monthly amount in dollars and cents for each individual member. Such notification will be certified over the signature of the Treasurer 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 City and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

Section 4

Deductions for Union dues will be honored providing an authorization form for such deduction is properly executed and on file with the employer.

Section 5

The Union shall indemnify and hold harmless the City from any and all claims or demands and expenses in connection therewith based upon the City's participation in dues deduction.

Section 6

The Union will furnish a "Voluntary Dues Assignment" form to its members for individual authorization of dues deduction.

Section 7

Dues will be turned over to the Treasurer of the Union or designated representative on submitting their signature for amount received.

ARTICLE 6

BULLETIN BOARDS, ELECTRONIC COMMUNICATIONS, INTEROFFICE MAIL

I. BULLETIN BOARDS

Section 1

The Union will furnish its own bulletin boards of a type approved by the City in locations mutually agreed upon.

Section 2

All notices posted shall be approved by an officer of the Union and shall be restricted to:

- a. Notices of Union recreation and social affairs
- b. Notices of Union election
- c. Notices of Union appointments and results of Union election surveys
- d. Notice of Union meetings and minutes of meetings
- e. Union Financial Reports
- f. Health, safety and welfare information
- g. Correspondence between the Union and the City.

Section 3

The Union agrees not to post any matter of a libelous, obscene, political, or defamatory nature. The Union shall resume full responsibility for the items it posts.

Section 4

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 in designated bulletin board space and for maintaining such bulletin board space in an orderly fashion.

Section 5

There shall be no other general distribution or posting by employees of pamphlets, political material, notices or any kind of literature upon City property or grounds without prior written approval by the Fire Chief or his/her designated representative.

Section 6

Administrative personnel may not remove Union material without first informing an officer of the Union. A copy of all postings will be given to the Fire Chief at the time of posting.

H. ELECTRONIC COMMUNICATIONS

Section 1

- a. The City, as steward of the County equipment in its care, custody, and control, is responsible for the proper use of that equipment, therefore, for purposes of this Agreement, all County equipment in its care, custody, or control shall be treated as if it was the property of the City and reference to City property shall include all such County equipment.
- b. All proposed Union electronic communications shall be prepared in hard-copy format and submitted to the Fire Chief, or his/her designated representative, for prior written approval before it is transmitted. The Fire Chief shall not be required to give an explanation or reason for his/her refusal to authorize the transition of the proposed information and no electronic communication shall be sent without this approval.
- c. The primary use of interoffice, inter-city mail and communications shall be for official City business only. The Union may use electronic communications equipment in the same manner as stated in bulletin boards paragraph A herein. The parties recognize and expect that such electronic communications shall be public record and administered pursuant to the City's public record policy and applicable State laws.

Section 2

- a. Failure to follow the proper procedure for bulletin boards shall result in the removal of the subject material from the bulletin board or boards.
- b. Failure to follow the procedure for electronic communications shall result in discipline to the offending person up to and including discharge.
- c. Repeated violations of sub-parts a and b will result in the denial of the privileges set forth in this Article and the removal of the bulleting boards authorized by it. The City shall be the sole, exclusive judge of when the privileges shall be denied and its decision shall not be subject to review or question.

I. INTEROFFICE MAIL, INTER-CITY MAIL, INTER-CITY COMMUNICATIONS

The use of interoffice mail, inter-city mail, or inter-city communications shall be permitted for official City business only.

J. VIOLATIONS

Section 1

Bulletin Boards – failure to follow proper procedures will result in the removal of materials and/or the bulletin board from the premise.

Section 2

Electronic Communications, Interoffice Mail – discipline.

Section 3

Repeated violations of sub-parts a, b, or c will result in the denial of privileges in this Article.

ARTICLE 7

SAFETY

Section 1

It is recognized by both the City and the Union that the Fire Service is, by nature, a hazardous occupation. This Article will serve as a written affirmation of the City's and the Union's intent to strive for a safe work environment and to reduce on-the-job injuries and illnesses to a minimum.

Section 2

A departmental Occupational Safety and Health Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The committee shall include the designated safety officer, representatives of department management, and two bargaining unit members from each of the three shifts. Members shall be appointed to this committee by the Fire Chief. This committee shall meet at a minimum, quarterly.

Section 3

Cooperation and understanding shall be practiced by both parties in matters relating to safety.

Section 4

Physicals will be provided by the City for all personnel covered by this Agreement on an annual basis. Criteria for the physical will be established by the Fire Administration in concurrence with the City's Medical Advisor, and upon recommendations of the Occupational Safety and Health Committee and in accordance with NFPA standards.

Section 5

Annual physical fitness and physical agility testing programs shall be developed by the City in accordance with NFPA standards and enforced by the City.

Section 6

This Article will be applied to all employees subject to this Collective Bargaining Agreement.

ARTICLE 8

JURY DUTY AND COURT ATTENDANCE

Section 1

The Parties intend to address jury duty in this Article. They also intend to make a distinction between court and court-related attendance on behalf of the City, involuntary court and court-related attendance as a subpoenaed witness, and voluntary court and court-related appearance as a party to litigation.

Section 2

Employees required to serve on a jury during any regularly scheduled work hour shall receive straight-time pay for the time absent from work provided they give the City the jury pay received for the hours, days, weeks, etc. involved. Expenses for mileage may be kept by on-duty employees using their personal vehicle for travel. Employees may keep compensation provided to them by the court for service as a juror only for the jury time served during their regularly scheduled off-time. In order to qualify for straight-time pay the employee must, as a condition precedent, submit proof of jury service and the rate of jury pay to the City.

Section 3

An employee shall be paid by the City for all City-required court, and court-related appearances at the employee's straight-time rate of pay for the hours in question, provided the attendance is required during the employee's regularly scheduled work hours. In the event that court attendance arising from the scope of employment with the City is required while off-duty, all hours shall be considered compensable hours worked.

Section 4

An employee who is a party to any legal proceeding, or is subpoenaed as a witness in a non-work related legal matter, be it judicial or administrative, shall be permitted time off provided adequate notice is given to the employee's supervisor in such form and manner as the City may require. However, the employee shall not receive pay for time off granted under this Section. The employee, may, however, request and use authorized paid leave in accordance with the terms of this Agreement or City policy.

ARTICLE 9

SICK LEAVE

Sick Leave shall be “No Value” hours to be utilized for illness and injury except as provided in Section D herein.

A. ACCRUAL RATE

Section 1

All full-time forty (40) hour per week employees shall accrue eight (8) hours sick leave for each full month of employment.

Section 2

All full-time fifty-six (56) hour per week employees shall accrue twelve (12) hours sick leave for each full month of employment.

B. USE OF SICK LEAVE

Section 1

Sick leave is intended to be used for personal illness, injury, or quarantine due to exposure to contagious disease for the employee.

Section 2

Sick leave is also to be used for medical or health treatment, which cannot be arranged outside working hours.

Section 3

An employee may use sick leave for the care of an immediate family member who is ill or injured when there is no other available caregiver. Immediate family is defined as the employee’s spouse, children, and parents. Spouse means a husband or wife as defined or recognized under Florida State law for the purposes of marriage. Parent means a biological parent, foster parent, stepparent or legal guardian. Child means a biological child, adopted, foster, step or legal ward.

C. ACCUMULATION OF SICK LEAVE CREDITS

Section 1

A forty (40) hour per week employee may accrue up to a maximum of nine hundred sixty (960) hours of sick leave credits.

Section 2

A fifty-six (56) hour per week employee may accrue up to a maximum of one thousand four hundred forty (1440) hours of sick leave credits.

D. PAYMENT OF SICK LEAVE

There shall be no cash payment for earned but unused sick leave credits except:

1. In-line-of-duty death will receive one hundred (100%) percent of sick leave accrual. (An in-line-of-duty death is as defined in the Florida State Statutes.)
2. Non-line-of-duty death will receive fifty (50%) percent of sick leave accrual as long as the death was not associated with, caused by, or in any way related to any secondary employment including self-employment.
3. Employees who have completed ten (10) years of service with the City and are in good standing who leave the employ of the City prior to retirement are entitled to receive a payment for ten (10%) percent of their accrued sick leave upon separation.
4. Employees who have reached normal retirement age as described in Ordinance 18-2000 of the City of Seminole (The City of Seminole Municipal Firefighters' Pension Trust Fund) who will retire from their position and are in good standing at their retirement date are entitled to receive a payment for thirty (30%) percent of their accrued sick leave upon retirement.

E. ABUSE OF SICK LEAVE

In order to preclude sick leave abuse, any employee who for any sick leave uses more than four (4) consecutive work periods in duration, a certificate from a physician may be required and his/her supervisor, may, with the City Manager's approval, cause such investigation as deemed necessary to insure no sick leave abuse has occurred. Employees will be required to notify their immediate supervisor on the first day of sick leave no later than forty-five (45) minutes before the shift, which they are scheduled to report for duty. This procedure shall be followed for each day the employee is unable to work, unless prior approval to waive this requirement is given by the Department Head. Failure to comply may result in disciplinary action as well as the absence being charged as leave without pay.

F. ALTERNATIVE DUTY

Shall be defined as those activities an employee can perform which do not require a type of physical activity that may aggravate an injury or illness. An employee must be released by the treating physician for alternative duty and must have the approval of the Fire Chief and the City Manager. The City is not obligated to but may provide alternative duty for off-the-job injuries

and/or illnesses. Employees with on-the-job injuries, illnesses, or other medical conditions may be assigned to alternative duty based on the needs of the Fire Department and City.

Section 1

Any employee who is required to be on alternative duty due to on-the-job injuries or illnesses shall be compensated at one hundred (100%) percent of their normal pay without the use of sick leave.

Section 2

Compensation for non-job related injuries or illnesses will be hours worked at straight time plus sick leave up to fifty-three (53) hours of pay.

Section 3

Fifty-six (56) hour employees placed on alternative duty may continue to work their normal shift schedule or be assigned by the Fire Chief and City Manager a forty (40) hour work schedule with normal pay. For normal shift assignments the first eight (8) hours of their shift the employee will be assigned as the Fire Chief determines. The last sixteen (16) hours the employee will be assigned as the on-duty District Chief determines.

Section 4

Forty (40) hour employees placed on alternative duty shall continue to work their normal work schedule.

Section 5

There shall be no change in the way sick leave, vacation leave, and holiday leave is accrued or utilized for either fifty-six (56) or forty (40) hour employees on alternative duty, provided the employee works a typical work schedule.

Section 6

Sick leave shall not be charged for any medical appointments required by the City's physician or City Administration associated with on-the-job injuries.

Section 7

Job Related Alternative Duty:

When an employee is placed on alternative duty the employee will continue to accrue leave as a fifty-six (56) hour employee during the alternative duty period.

Non-Job Related Alternative Duty:

When an employee is placed on alternative duty as a forty (40) hour employee utilizing thirteen (13) hours of paid leave the employee will continue to accrue leave as a fifty-six (56) hour employee during the alternative duty period.

When an employee is placed on alternative duty as a forty (40) hour employee with no contribution of paid leave the employee will accrue leave as a forty (40) hour employee during the alternative duty period.

Such employees shall utilize leave based upon the work schedule.

Section 8

For fifty-six (56) hour personnel a work period is equated to twelve (12) hours. For forty (40) hour personnel a work period is equated to eight (8) hours.

G. MISCELLANEOUS PROVISIONS

Section 1

Sick leave will be compensated at the employee's straight time hourly rate for the time off work.

Section 2

Sick leave shall continue to accrue during periods of authorized absence in which the employee is in paid status.

Section 3

For forty (40) hour employees, should a holiday (approved in accordance with section 7.01 – HOLIDAYS, of the City Personnel Policies and Procedures dated September 26, 1995 and reprinted June 2004) occur during an employee's sickness, the sick day shall be charged as holiday time and not deducted from an employee's accumulated sick leave.

Section 4

Employees may voluntarily donate earned sick hours for credit to another employee's sick leave account due to hardship or extenuating circumstances with approval of the City Manager. Said employee shall be limited to receive donated sick leave in an amount equaling the accrued sick leave in the employee's account at the onset of a significant injury or illness but not to exceed nine hundred sixty (960) hours for forty-hour personnel and 1440 hours for fifty-six hour personnel.

ARTICLE 10

VACATION AND HOLIDAY LEAVE

A. VACATION LEAVE

Section 1

All full-time and part-time employees shall accrue vacation time from their first full calendar month of employment with the City so as to enjoy the following vacation leave upon completion of each level of service. Vacation accrual for full-time non-exempt personnel shall be calculated in the following manner (vacation accrual for part-time employees will be calculated on a pro-rated basis):

Service Completed	Forty (40) Hour Personal Vacation Accrual Rate	Fifty-six (56) Hour Personal Vacation Accrual
Rate		
1 thru 4 Years of Completed Service Pay period accrual Rate	2 Work Weeks 3.08 hours	5 Shifts 4.6153 hours
Beginning Year 5 Thru 7 Years of Completed Service Pay period accrual Rate	3 Work Weeks 4.62 hours	7 Shifts 6.4615 hours
Beginning Year 8 Thru 10 Years of Completed Service Pay period accrual Rate	3 Work Weeks 4.62 hours	9 Shifts 8.3076 hours
Beginning Year 11 Thru 13 Years of Completed Service Pay period accrual Rate	4 Work Weeks 6.15 hours	11 Shifts 10.1538 hours
Beginning Year 14 Thru 16 Years of Completed Service Pay period accrual Rate	4 Work Weeks 6.15 hours	13 Shifts 12.0 hours

Beginning Year 17		
Or More of		
Completed Service	5 Work Weeks	15 Shifts
Pay period accrual Rate	7.69 hours	13.8461 hours

Section 2

An employee is eligible to take vacation after completing twelve (12) months of satisfactory service. No vacation leave with pay can be taken prior to that time without prior approval by the Fire Chief and City Manager.

Section 3

Employees are urged to use their vacation and holiday time each year. Vacation and holiday time may not be carried over to the following calendar year. Employees shall schedule all vacation and holiday time in accordance with the department’s polices and procedures. Vacation and holiday time not used shall be forfeited unless the City Manager determines unusual and extreme circumstances prevented an employee’s utilization of such leave, at which time the employee shall receive compensation for leave not utilized.

Section 4

Employees serving a probationary period of an original appointment shall accrue vacation leave in accordance with the provisions of this Section. If an employee serving a probationary period of an original appointment leaves the City’s service without satisfactory completion of the probationary period, there shall be no compensation for any accrued vacation leave.

Section 5 – Scheduling Time Off

- a. Application for vacation shall be made at least one (1) week in advance of use. The Fire Chief may waive this requirement at his/her discretion. All fifty-six (56) hour employees will schedule their vacation and holiday leave through their respective District Chief prior to January 31 of each calendar year using the following selection process:

There will be four (4) vacation slots available for shift personnel. Picking vacation slots shall not reduce the number of Lieutenants below three (3) and * five (5) paramedics on duty when the department runs five (5) ALS units and four (4) paramedics when the department runs four (4) ALS units. Sick leave shall not prohibit the use of the four (4) vacation slots. After Bargaining Unit employees have been given the opportunity to schedule their vacation and holiday time in accordance with this Section, Fire Administration, as authorized under the Management Rights Section of this Agreement, may schedule any of the remaining vacation slots for training, Military Leave, conferences, or other purposes deemed appropriate by Fire Administration.

*** Paramedic staffing is subject to shift totals. Six paramedics assigned to a shift equates to a minimum of four on duty. Seven paramedics assigned to a shift equates to five on duty.**

- b. There will be three (3) rounds of picks using the following criteria:
1. Round 1 – Begins with the senior person in each classification picking vacation days in consecutive order and one block.
 2. Round 2 – Begins with the senior person in each classification picking vacation days in consecutive order and one block.
 3. Round 3 – Begins with the senior person on each shift picking all remaining vacation days not taken above and all holiday time. Picks shall be restricted as stated in ** note below.

** Note: In Rounds 1 and 2, seniority is based on time in classification and picks start with the most senior going down to the least senior. For firefighters the most senior picks in the Firefighter 1 slot, with the next picking from the Firefighter 2 slot, the next picking from the Firefighter 1 slot and so forth through the classification. In Round 3, seniority is based on hire date and all shift personnel are in one group.

- c. Forty (40) Hour Scheduling – Bargaining Unit personnel regularly assigned to work 40 hours per week shall be permitted to schedule vacation time as follows:
1. Those assigned to the Life Safety Services Section as Inspector/Investigators shall submit their vacation requests to the Fire Marshal each January. One (1) Inspector/Investigator shall be scheduled to work a normally scheduled workday and be available for calls after hours unless prior approval is granted by the Fire Chief.
 2. Bargaining Unit employees assigned to a forty (40) hour Alternative Duty shall be permitted to schedule vacation at anytime while assigned.

Section 6

Employees who follow the established procedure and make proper application may receive advance vacation pay on the payday prior to their vacation commencement.

Section 7

Payment of vacation time in lieu of actually taking vacation will not be permitted except in special cases as follows:

- a. Employee entering military service,
- b. Separation from City, and
- c. Where it is in the interest of the City to do so.

Section 8

Employees resigning voluntarily and who give two (2) weeks notice of their intention to resign will receive any vacation credit earned as of the date of resignation. Employees dismissed for incompetence or inefficiency not involving personal misconduct also will receive all earned vacation. All earned vacation of employees who die in the service of the City shall be paid to the spouse or the estate of the said individual. For vacation, reinstated employees are considered new employees.

B. HOLIDAYS

Section 1

The following shall be observed by the City as official holidays for Bargaining Unit employees:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Two (2) Floating Holidays (i.e., Birthday, Day Before/After Christmas) shall be awarded at the beginning of each calendar year and scheduled in accordance with Section 5 of this Article. Bargaining Unit members leaving the City's employment, in good standing, after one year of employment shall receive a prorated amount of the two (2) Floating Holidays at two (2) hours per month for each completed month of service.

Section 2

It shall be the policy of the City to ensure that all permanent employees enjoy the same number of holidays each year.

City offices will be closed and non-essential services suspended on each officially designated holiday. Where such designated holiday falls on a day included in the employee's normal workweek and the employee's work can be suspended, the employee will be given the day off with regular pay. If the holiday falls on one (1) of the employee's normal days off, the employee will be given the holiday hours off on the nearest work day to the actual holiday as determined by the Fire Chief.

Certain shift-scheduled employees will be required to work some holidays. Employees who are required to work on the observed holiday shall be granted equal holiday time off on another day elected by the employee if convenient to the City; otherwise, this time off will be scheduled for the employee by the Fire Chief. Fire Rescue Department employees whose workweek approximates fifty-six (56) hours will receive twelve (12) hours of time off for each of the City holidays as listed in Section B1 of Article 10. Holiday time for fifty-six (56) hour employees will be scheduled at the discretion of the employee if convenient to the City; otherwise, this time off will be scheduled for the employee by the Fire Chief.

If conditions exist, such as shortage of staffing which makes it difficult for those employees who work a holiday to take equal time off, the Fire Chief shall make such determination and the employee shall receive pay for the holiday plus one and one-half (1 ½) time for overtime for the computed holiday hours.

ARTICLE 11

FUNERAL LEAVE

Section 1

An employee who has a family death shall be entitled to funeral leave with pay. Employees who work a fifty-six (56) hour week shall receive the next four work periods. Employees who work a forty-hour week shall receive the next three work periods. When the funeral will be held out of state, forty (40) hour employees shall receive an additional two work periods. Fifty-six (56) hour employees shall not receive any additional time for an out of state funeral. To be eligible for this leave, the deceased must be the employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, and grandparent-in-law.

Section 2

Funeral leave shall not be charged to vacation or sick leave. Verification may be required before leave is granted or compensation is paid.

Section 3

When the relationship is that of "in-law" to qualify under Section 1, the deceased must have been an "in-law" at the time of death.

ARTICLE 12

MILITARY LEAVE

Section 1

An employee covered by this Agreement who, by reason of membership in one of the United States Military Reserve components, is ordered by an appropriate authority to attend a training period, encampment, or any other period of active duty shall be granted a military leave in such length as is required by law.

Section 2

During such leave, the employee may receive his/her normal rate of pay, as provided by this section, provided the employee complies with the terms and conditions set forth herein.

- a. The employee must submit a copy of his/her official orders as required by the Department Rules and Regulations as a condition precedent to qualifying for paid military leave.
- b. The employee shall receive his/her normal rate of pay.
- c. The paid portion of the military shall not exceed 17 work periods in any fiscal year. For the purpose of determining the number of hours in a work period, the following definition shall be used: Twelve (12) hours for a fifty-six (56) hour employee and eight (8) hours for a forty (40) hour employee.
- d. Leave granted under this article shall not be charged against any other leave granted by this Agreement of City policy.
- e. Paid military leave is only for the express purpose of travel to, participation in, and return from assigned military duties.
- f. Paid military leave is only for those employees who are called for duty in accordance with their terms of their enlistment.

Section 3

An employee on military leave shall present a copy of his/her official orders as soon as practical to the Fire Chief. The employee shall also provide the Department with a current listing of the assigned unit including the location and the name and telephone number of a military official who can verify the deployment/training/orders.

Section 4

An employee who is granted military leave and who either cannot or will not provide proof that he/she was actually on military leave shall, after being given a reasonable opportunity to do so, be subject to discipline up to and including termination.

ARTICLE 13

LEAVE OF ABSENCE

Section 1

Leave of absence, without pay, may be authorized by the Fire Chief with prior approval of the City Manager providing that the employee's vacation accrual has been exhausted. The leave of absence, without pay, shall be granted for a period not to exceed three (3) months in length. Additional unpaid leaves for longer periods of time must be approved by the Fire Chief and the City Manager. No leave of absence without pay will exceed twelve (12) consecutive months. Failure of an employee to return to duty upon the expiration of said leave shall be cause for termination. No vacation or sick leave benefits shall accrue while an employee is on leave without pay.

Section 2

Merit or longevity pay increases shall not be credited during leaves of absence without pay. An employee shall return from such leave at the same salary grade as at the time of commencement of the leave and time in service will be shortened by the time of absence.

Section 3

Subject to applicable rules and legislation, an employee may maintain participation in retirement systems and health care group plan by paying the entire cost of such participation.

Section 4

An employee returning from a leave of absence without pay shall be entitled to employment in the same division in the same or equivalent class wherein employed when the leave began.

ARTICLE 14

WAGES

A. WAGES

Section 1

Wages shall be in accordance with the attached Salary Schedule.

Section 2

Merit increases shall be based on meritorious performance. The City shall cause for all employees to be evaluated annually. Merit salary adjustments will be based upon the employee's annual anniversary evaluation. Movement through the step pay range will be based on a satisfactory appraisal.

An employee's meritorious pay raise will be due on the employee's anniversary date in their current classification. An evaluation that is beyond the anniversary date will be done as expediently as possible and will result in retroactive pay for that employee if a satisfactory performance appraisal is received.

Section 3

Employees assigned as the driver of a daily-staffed engine/pumper, ladder truck, or squad vehicle shall be paid an additional seventy-five (\$0.75) cents per hour over their regular hourly rate of pay.

Section 4

Employees assigned as an Acting Lieutenant shall be paid an additional one-dollar (\$1.00) per hour over their regular hourly rate. Employees shall qualify for Acting Lieutenant pay by successfully completing a department Acting Lieutenant's instructional program.

Section 5

Employees assigned as Acting District Chief shall be paid an additional one dollar and fifty cents (\$1.50) per hour over their regular hourly rate. Employees shall qualify for Acting District Chief pay by successfully completing a department Acting District Chief instructional program.

Section 6

- a. Each employee covered by this agreement shall, upon completion of the minimum requirements for membership in the Pinellas County Hazardous Materials Response Team, be paid an additional twenty-five (\$25.00) dollars per pay. A maximum of six (6) employees per shift shall receive compensation.

- b. The individual assigned to manage the EMS supplies will be compensated an additional twenty-five (\$25.00) dollars per pay. The EMS supply position will be assigned by the Fire Chief.

Section 7

- a. When a firefighter/EMT is reclassified as a Firemedic, the employee will move laterally from the current step that they are in to the same step in the new classification. Conversely, when a Firemedic is reclassified as a firefighter/EMT that employee will move laterally to the same step in the new classification.
- b. When a firefighter or Firemedic is reclassified as a Lieutenant, the employee will receive no less than a ten (10) percent compensation increase and will be placed in the next higher step. Under no circumstances will the employee's base pay exceed the top of the pay range.
- c. When a firefighter/EMT or Firemedic is reclassified as an Inspector/Investigator, the employee will receive no less than a five (5) percent compensation increase and will be placed in the next higher step. Under no circumstances will the employee's base pay exceed the top of the pay range.
- d. Conversely, when an Inspector/Investigator is reclassified as a firefighter/EMT or Firemedic, the employee will receive up to five (5%) percent reduction and be placed into the appropriate range that most closely approximates the five (5%) percent reduction.

Section 8

- a. Any Lieutenant/Firemedic may on or before September 1st of each year provide a letter to the Fire Chief expressing their desire not to recertify as a paramedic. The Lieutenant with prior written approval of the Fire Chief may recertify as an EMT during the re-certification process in December that year. This option out clause will result in the Lieutenant/Firemedic moving laterally to Lieutenant/EMT and will result in reduced compensation.
- b. Firemedic "option out" clause will be a function of minimum firemedic staffing. A Firemedic whose desire is to reclassify as a firefighter/EMT shall send a letter through the chain-of-command to the Fire Chief requesting reclassification as staffing permits. This reclassification shall be at the discretion of the Fire Chief.
- c. Reclassification shall be granted in accordance with overall fire rescue department seniority if more than one firemedic requests reclassification.
- d. The minimum required staffing would be in accordance with the current department policy at the time of the request.

Section 9

Implementation:

The Salary plan attached herein will be implemented on October 1, 2005.

Salary will be adjusted as published in the attached pay plan.

Bargaining unit employees, who receive a favorable appraisal at their regularly scheduled performance appraisal, will be advanced one step higher than their existing step.

Section 10

Firemedic Lieutenant compensation is granted based upon successful performance of all assigned position responsibilities described in the employee's position description, which shall include quality assurance reviews of all EMS reports generated during the employee's shift. Firemedic Lieutenants may be utilized as Firemedics for up to ten (10) hours per shift, provided there is no less than one (1) Firemedic on duty per shift for each daily staffed ALS unit except in extenuating circumstances.

B. LONGEVITY

Section 1

Longevity shall be in accordance with the following table:

LEVEL	COMPLETED YEARS OF SERVICE	LONGEVITY APPRECIATION AMOUNT
I	5	\$200.00
II	10	\$400.00
III	15	\$650.00
IV	20	\$1,000.00

The longevity plan is considered to be an annual recognition and appreciation of an employee's continued employment with the City of Seminole. This is an amount over and above the salary paid to employees for their job responsibilities, for any annual meritorious performance reward and any annual cost of living adjustment that may be authorized by the City Council. The longevity plan will apply to all eligible employees. ******Longevity appreciation amount will be determined on December 1st of the current year and will be paid to the employee with the first paycheck of December.**

**Salary Schedule FY06
Effective 10/01/2005**

Steps	Firefighter	Firemedic	Lieutenant	Lieutenant Paramedic	Inspector
1	\$35,488	\$40,811			\$38,271
2	\$36,595	\$42,084			\$39,298
3	\$37,736	\$43,397			\$40,351
4	\$38,913	\$44,749	\$45,322		\$41,432
5	\$40,126	\$46,145	\$46,734		\$42,543
6	\$41,377	\$47,584	\$48,192		\$43,684
7	\$42,668	\$49,068	\$49,694	\$52,179	\$44,855
8	\$43,999	\$50,598	\$51,245	\$53,807	\$46,058
9	\$45,371	\$52,176	\$52,842	\$55,485	\$47,293
10	\$46,785	\$53,803	\$54,490	\$57,215	\$48,560
11	\$48,244	\$55,481	\$56,190	\$58,999	\$49,863
12	\$49,748	\$57,211	\$57,942	\$60,839	\$51,199
13	\$51,300	\$58,995	\$59,749	\$62,736	\$52,572

**Salary Schedule FY07
Effective 10/01/2006**

Steps	Firefighter	Firemedic	Lieutenant	Lieutenant Paramedic	Inspector
1	\$36,198	\$41,627			\$39,037
2	\$37,326	\$42,926			\$40,083
3	\$38,491	\$44,265			\$41,158
4	\$39,691	\$45,644	\$46,228		\$42,261
5	\$40,928	\$47,068	\$47,669		\$43,394
6	\$42,205	\$48,536	\$49,156		\$44,557
7	\$43,521	\$50,049	\$50,688	\$53,223	\$45,752
8	\$44,879	\$51,610	\$52,270	\$54,883	\$46,979
9	\$46,278	\$53,220	\$53,899	\$56,595	\$48,239
10	\$47,721	\$54,879	\$55,580	\$58,359	\$49,531
11	\$49,209	\$56,590	\$57,314	\$60,179	\$50,860
12	\$50,743	\$58,355	\$59,101	\$62,056	\$52,223
13	\$52,326	\$60,175	\$60,944	\$63,991	\$53,623

**Salary Schedule FY08
Effective 10/01/2007**

Steps	Firefighter	Firemedic	Lieutenant	Lieutenant Paramedic	Inspector
1	\$36,922	\$42,460			\$39,818
2	\$38,073	\$43,784			\$40,885
3	\$39,260	\$45,150			\$41,981
4	\$40,485	\$46,557	\$47,153		\$43,106
5	\$41,747	\$48,009	\$48,622		\$44,262
6	\$43,049	\$49,506	\$50,139		\$45,448
7	\$44,391	\$51,050	\$51,702	\$54,287	\$46,667
8	\$45,776	\$52,642	\$53,315	\$55,981	\$47,919
9	\$47,204	\$54,284	\$54,977	\$57,727	\$49,204
10	\$48,675	\$55,977	\$56,692	\$59,526	\$50,522
11	\$50,193	\$57,722	\$58,460	\$61,382	\$51,877
12	\$51,758	\$59,522	\$60,283	\$63,297	\$53,267
13	\$53,372	\$61,378	\$62,162	\$65,271	\$54,696

ARTICLE 15

OVERTIME COMPENSATION

Section 1

- a. Full-time employees, whose regular workweek approximates fifty-six (56) hours, will work a schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty.
- b. Employees will be compensated per applicable rules of the Fair Labor Standards Act for overtime in their regularly scheduled workweek without regard to vacation time, funeral leave, military leave, holiday leave, court leave or jury duty leave, if any, the employee may have taken.
- c. Overtime for forty (40) hour personnel is authorized time necessary to perform an assignment of work by non-exempt employees in excess of either a forty (40) hour workweek or any appropriate maximum hour standard as defined by the Fair Labor Standards Act (FLSA). Overtime shall be authorized by the Fire Chief, Assistant Chief, Fire Marshal, or District Chief prior to the work being performed in excess of the established workweek. Overtime consideration shall be granted to an employee who works in excess of their established workweek, exclusive of sick leave taken during the workweek. The workweek is forty (40) hours and base pay is based on forty (40) hours. Hourly employees shall be compensated for overtime at one and one half (1 ½) times their base straight time hourly rate of pay in accordance with the FLSA provisions.
- d. Full-time employees, whose workweek approximates forty (40) hours, will work a schedule to be determined by the City.
- e. Full-time employees, whose workweek approximates fifty-six (56) hours, will work a schedule to be determined by the City.

Section 2

Overtime compensation will be paid in fifteen (15) minute increments rounded to the nearest quarter hour.

Section 3

All meetings, at which attendance is mandatory, will be compensated at time and one-half when the time exceeds the normal scheduled work.

Section 4

All employees will receive overtime compensation as required or permitted in FLSA. These payments will be added to the regular bi-weekly paycheck.

Section 5

When a condition arises which requires the City to utilize personnel in an overtime mode, and sufficient time is available to use a rotation callback list, then such a list will be utilized to ensure a fair and equitable opportunity for all qualified personnel to work this time. When there is not sufficient time available to use such a list, the City will fill the position with a qualified employee.

Section 6

The City may hold over any employee for a period not to exceed twelve (12) hours when it is deemed necessary by the Fire Chief or his/her designate that such a holdover is required to uphold the service levels of the City. The City may also holdover any employee on an emergency scene until proper replacement of said personnel can be made. Under no circumstances will an employee leave his/her post or station until being replaced by a qualified employee and being released by his/her company officer as directed by their District Chief.

Section 7

When it is deemed necessary by the City that an employee possessing special skills or certification is required, the City shall recall said employee without the use of a callback list. However, if more than one (1) employee possesses the necessary skills or certifications, the City shall utilize a rotation list for the special skill or certification, unless sufficient time is not available. If the latter were the case, the City shall fill the position with a qualified employee.

Section 8

If an employee is ordered to report for duty in excess of regular duty hours and such call back results in the employee working overtime under FLSA, he/she shall be compensated at the rate of time and one-half. It is agreed that the City may mandate the recall of any and all employees and that the refusal to report for duty when properly contacted will be subject to disciplinary action. Further, the City may hold over any and all employees in the event of a natural disaster, civil disturbance or other similar event until released by the Fire Chief.

Section 9

- a. Minimum Overtime: Any employee covered by this Agreement who is called back to work shall be guaranteed a minimum of two (2) hours of pay, regardless of time to perform tasks (Policies and Procedures Section 6.08).
- b. An employee normally working a forty (40) hour workweek who is called in for overtime will be compensated from the time they arrive at Fire Administration or the emergency scene until they are released by a Chief Officer but not less than two (2) hours. Employees who work overtime as a continuation of their regular work day are not eligible for the minimum two (2) hour overtime guarantee and will be compensated for hours worked in accordance with DOL regulations.

Section 10

Payment for Mandatory Attendance: Off-duty time spent by the employee in attendance at educational courses required by the employer or at mandatory City meetings shall be considered work hours to be paid at the rate based on Fair Labor Standards Act. (Note: E.M.T. refresher courses are excluded from eligibility for compensation provided the City continues to participate in the on-duty Continuing Medical Education (CME) program.)

ARTICLE 16

INSURANCE

Section 1

- a. The City agrees to provide a group insurance plan for all full time employees covered by this Agreement. Subject to renewal, the City will provide a basic policy that will include major medical, dental, vision, long and short-term disability, and employee life insurance benefits. Eligibility and participation in the plan will be determined exclusively by the requirements of existing and future plan documents, as determined and interpreted by the City.
- b. The City shall endeavor to avail medical, dental and vision dependent care coverage.

Section 2

The City agrees to provide a life insurance policy for each employee covered by this Agreement. The value of the policy shall be not less than fifty thousand (\$50,000) dollars.

Section 3

The City reserves the right to change health insurance companies during the term of this Agreement.

Section 4

The City agrees to establish an employee health insurance committee to annually review and recommend health care programs to the City administration. The City administration shall consider committee recommendations within budgetary limits annually established by the City Council. The City Manager shall have the sole responsibility of making recommendations in this regard to City Council.

Section 5

- a. The City shall provide a basic level medical, dental and vision plan for the employee at no cost.
- b. The City agrees to contribute sixty (60%) percent to the employee's basic level dependant care coverage.
- c. Employees wanting a higher level of medical insurance coverage will be responsible for all costs above the less expensive basic level plan.
- d. Coverage will commence at the first of the month following sixty (60) days of full-time employment (subject to the submission of the required enrollment paperwork to the insurance carrier).

- e. All employees are responsible for one hundred (100%) percent of the dependent dental and vision coverage costs.

Section 6

Employees covered by this Agreement are eligible to participate in the City's Insurance Buyout Program. The City will annually pay to the employee forty-eight (48%) percent of the cost of a City of Seminole single employee HMO Health Insurance premium. Employee must sign a form declining use of the City health insurance plan as long as the employee can show proof of alternative coverage. The buyout will be paid in 24 payments on the 1st and 2nd pays of each month as long as the employee does not enroll in the City insurance plan.

Employees wishing to reapply for coverage under the City's insurance plan may do so in September of each year with an effective date of October 1st of that year. However, employees who can prove a life-changing event e.g., death, divorce, or spouse no longer covered due to termination or job loss can be added to the plan at the start of the next month. Employees and family must meet the eligibility requirements and be approved by the City's insurance carrier to be readmitted to the plan.

ARTICLE 17

TUITION REIMBURSEMENT

Section 1

The City shall maintain an environment conducive to professional career development. A tuition/State of Florida Fire Officer Certificate reimbursement program shall be made available to reimburse employees for costs directly related to degree/State of Florida Fire Officer Certificate educational programs that are fire service related. The purpose of the program is to improve employment skills, employee performance, and prepare employees for future career opportunities.

Section 2

The City will budget no less than \$5,000 annually for tuition reimbursement. Subject to the annual budget (not less than \$5,000), the City shall reimburse employees for class costs including tuition, books, and supplies in the following manner:

<u>Grade</u>	<u>Percentage Reimbursement</u>
A – B	100%
C	75%
D	0%
F	0%
Audit	0%

The City shall limit its reimbursement of the appropriate percentage identified above to a total class cost of \$250 for the State of Florida Fire Officer certificate or an Associate Degree and \$300 for a Bachelor Degree. The City will contribute to Fire/EMS degree/State of Florida Fire Officer Certificate classes and not be limited to major study course assignments.

Upon the initiation of the City's participation in a tuition reimbursement program for an employee, the employee shall execute an agreement that clearly states he/she acknowledges the City's financial participation. After attainment of a degree/State of Florida Fire Officer Certificate employees shall remain employed by the City for a period of two (2) years, or shall reimburse the City a prorated amount (monthly) of the City's entire cost of the degree/State of Florida Fire Officer Certificate program.

Employees wishing to participate in the tuition reimbursement program to attain a State of Florida Fire Officer Certificate, an Associate degree or Bachelor degree who begin a program but fail to complete the program shall reimburse the City 100% of the City's cost for the classes taken at the time it has been determined the employee is no longer enrolled in an approved program.

Employees whose enrollment is approved by the Fire Chief and City Manager will be reimbursed as stipulated above.

Section 3

All employees covered by this Collective Bargaining Agreement may participate in the tuition reimbursement program (subject to annual budgets) and be eligible for tuition reimbursements on a first come, first serve basis. Such participation shall be limited to Fire/EMS related degrees and State of Florida Fire Officer Certificate. A unit member may be eligible to receive up to \$600 annually until budgeted funds for this activity have been exhausted. On June 1st of each year, in the event funds remain uncommitted in this account, an employee who has secured up to \$600 may apply for additional tuition reimbursement.

Section 4

Employees that seek a degree/State of Florida Fire Officer Certificate in a Fire/EMS related field shall apply for tuition reimbursement in the following manner:

- a. The employee identifies the regionally accredited, or State Board of Education accredited, college/university, which provides an accepted degree/State of Florida Fire Officer Certificate program in a specific field and within the employee's employment discipline and/or immediate promotional consideration.
- b. The employee meets with college counselor for a schedule of classes and estimated degree costs.
- c. The employee meets with his/her supervisor to discuss the degree/State of Florida Fire Officer Certificate program and presents related information.
- d. The supervisor reviews the request to ensure the degree/State of Florida Fire Officer Certificate program is Fire/EMS related.
- e. The supervisor seeks Department/Division Head and City Manager approval of the request.
- f. With Department/Division Head and City Manager approval, the employee may enroll and attend the Fire/EMS degree/State of Florida Fire Officer Certificate program as provided in this article.

ARTICLE 18

UNIFORMS

Section 1

Uniforms of a type suitable for the work to be performed will be furnished by the City. Such suitability will be determined solely by the City.

Section 2

Employees will wear uniform articles in accordance with established City of Seminole Fire Rescue Department Rules and Regulations.

Section 3

The City shall furnish a uniform allowance for the care and cleaning of uniforms and for the purchase of safety shoes by each employee. The allotment shall be:

- a. \$247.86 FY 2006
- b. \$252.82 FY 2007
- c. \$257.88 FY 2008

Section 4

Payments will be during the month of January for each calendar year. Employees leaving the City's employment prior to the end of the calendar year shall have the uniform allowance prorated and the unused portion deducted from final payment. The uniform allowance is taxable income.

ARTICLE 19

TRADE TIME

Section 1

Exchange of duty shift will be permitted under the conditions of the following sections of this Article.

Section 2

All exchanges will be made by employees of the same rank and with the same qualifications. Consideration may be given by the District Chief to allow for a shift exchange, of personnel with unlike qualifications, if there are sufficient additionally qualified personnel assigned to the station where the duty exchange will occur. The City is not required to approve any shift exchange if it would require the reassignment of personnel from other stations. The purpose of a shift exchange is for the benefit of the affected employee and should not inconvenience others.

Section 3

All shift exchanges are done on a voluntary basis and solely at the employee's option.

Section 4

The employees desiring the exchange will notify their company officer (or District Chief, through the Chain of Command, if company officers are exchanging) not less than forty-eight (48) hours prior to the shift first affected by the exchange unless said exchange arises from an emergency circumstance.

Section 5

No personnel will be permitted to exchange more than two hundred eighty-eight (288) hours per year unless permitted by the employee's District Chief or the Assistant Chief. All blank spaces on the exchange form (i.e., dates, signatures, etc.) must be filled in prior to approval by the company officer and District Chief.

Section 6

In no event are shift exchanges to be granted in order for an employee to make profit or for the purpose of assuming outside employment of any length or duration.

Section 7

All exchanges must be completed by both parties within six (6) months of the first exchange

Section 8

Employees participating in the shift exchange will be covered by all applicable benefits while working the other persons shift, however, they will not receive additional wages for this time. The employees will receive their normal wages for their time worked by another.

Section 9

If the person agreeing to work for another employee comes ill or fails to appear for the exchange, his/her appropriate leave or wages will be charged. It is also understood that the person agreeing to report for duty in an exchange is totally responsible for appearing and performing the duties of the person who originally requested the exchange. Failure to fulfill the exchange may result in disciplinary action.

Section 10

Shift exchanges of duty will be for a minimum duration of one (1) hour and will be in one (1) hour increments.

Section 11

All shift exchanges will be requested on the Department' "Shift Exchange Form" and these will be maintained in the District Chief's office.

Section 12

The City will neither incur nor suffer any liability as a result of any exchange made pursuant to this Article.

ARTICLE 20

SENIORITY AND REDUCTION IN FORCES

Section 1

Department seniority shall be computed as the length of time since the employee's most recent employment date. Seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more. Such a leave will cause the seniority to be adjusted for an equivalent amount of time. The City will maintain and post a current seniority list.

Section 2

Classification seniority is the length of time in the classification since lateral entry or promotion. Classification seniority shall only be available for the following positions:

- a. Captain
- b. Lieutenant
- c. Firemedic
- d. Firefighter/EMT
- e. Inspector

Section 3

Employees will lose their seniority as a result of any one of the following:

- a. Voluntary termination
- b. Retirement
- c. Termination for cause
- d. Layoff exceeding twelve (12) calendar months
- e. Absent without authorized leave for two (2) consecutive on-duty shifts
- f. Failure to return from military leave within the time limits prescribed by law

Section 4

Layoff, Promotion and Transfer Opportunity – The Parties agree that in administering this Article and the remainder of the Agreement, full consideration shall be given to seniority in each case. However, in all cases of a promotion, transfer, assignment, layoff or recall, the Department shall make its decision on the basis of the following factors in the order set forth, herein. When Factor 1 is relatively equal, as among two or more employees, Factor 2 will be considered. When Factors 1 and 2 are determined to be relatively equal, as among two or more employees, Factor 3 will be considered. In all cases, however, the decision of the Department Management shall be final and binding. The Factors are:

Factor 1: Ability, skill, and efficiency.

Factor 2: Value to the City or the Department because of the present ability to perform work in more than one job classification.

Factor 3: Seniority, as defined in this Article.

The seniority shall not govern the decision unless Management determines that Factor 1 and 2 are relatively equal with respect to two or more employees.

Section 5

The Fire Chief shall notify Local 2896's President of any pending reduction in force. This notification shall be in writing at least ninety (90) days prior to the scheduled reduction date.

ARTICLE 21

GRIEVANCE PROCEDURE

Section 1 – General

- a. The purpose of this Article is to establish a process for the fair, expeditious and orderly adjustment of grievances and to be used only for the settlement of disputes between employer and employee, or group of employees involving the interpretation or application of this Collective Bargaining Agreement.
- b. 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/her consent. 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.
- c. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. 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.
- d. 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 Department, its officers, officials, agents, and employees harmless against any claim, demand, suit or liability (monetary 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.
- e. 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.
- f. 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 to the Fire Chief, or his/her designee 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.
- g. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

- h. Workdays or working days will be interpreted for this Article to mean days that City offices are open to the public. Required filings of grievance material will be during the normal working hours of the City staff.
- i. Any personnel required by the City to appear to give testimony shall be allowed to do so without loss of pay.
- j. Any employee who believes that they have received inequitable treatment because of some condition of their employment, or disciplined without just cause may personally, or through their representative, appeal for relief from that condition through the following steps:

Section 2 – Procedure

Step 1

An employee is expected to discuss any grievance initially with his/her immediate supervisor within nine (9) working days of the alleged inequitable treatment or when the employee becomes reasonably aware of the alleged inequitable treatment.

Step 2

Beginning with this step, a written grievance is required and at all steps thereafter shall contain the following information: delivered to the Fire Marshal, District Chief, or their replacement(s) having proper jurisdiction.

1. A statement of the grievance date of occurrence and the details and facts upon which the grievance is based.
2. The Article and Section of the Labor Agreement alleged to have been violated.
3. The action, remedy, or solution requested by the employee.
4. The signature of the aggrieved employee and Union representative if applicable.
5. The date submitted.

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

If the matter is not settled with the employee's immediate supervisor, the aggrieved employee or his/her Union representative may submit a written grievance and relief sought to the Fire Chief no later than nine (9) working days from the meeting with the immediate supervisor. The submission of the grievance shall be through the Chain-of-Command, through the District Chief or Fire Marshal, the Assistant Chief, to the Fire Chief. The Fire Chief shall respond to the grievance in writing within fourteen (14) working days of receipt of it.

Step 3

If the employee feels that the grievance has not been satisfactorily adjusted by the Fire Chief, a written grievance and/or documentation shall be submitted to the City Manager, or his/her designee within fourteen (14) working days of the Fire Chief's reply. The City Manager may conduct hearings, investigations, and/or reviews necessary to determine the facts and issue a written finding to the Union no later than fourteen (14) days of receipt of the written grievance.

Step 4

If the employee feels the findings of the City Manager does not provide for a satisfactory answer to this grievance within fourteen (14) working days a written appeal may be submitted to the City Manager requesting a Personnel Advisory Board hearing. Said appeal shall be postmarked within the fourteen (14) working days and sent to the address at City Hall via return receipt mail.

Step 5

The Personnel Advisory Board will be an appointed panel. The panel will consist of:

1. The first individual appointed to the Personnel Advisory Board shall be appointed by City Council.
2. The second individual appointed to the Personnel Advisory Board shall be appointed by the City Manager from a list of three names furnished by the Union. If none of the individuals on the list are acceptable to the City Manager, the Union will repeat the process until a nominee is appointed. Union nominations shall be residents of the fire district.
3. The two individuals already on the panel will appoint the third individual.

The Personnel Advisory Board shall meet within ten (10) calendar days from receipt of a written appeal to hear an employee's grievance and make a written finding within seven (7) calendar days. The written findings of the Personnel Advisory Board are binding on all parties as per Florida Statutes.

Section 3 – Fees

Each party shall bear the full cost of its representation at all levels of the grievance procedure.

ARTICLE 22

SEVERABILITY AND WAIVER

Section 1

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence, or paragraph in which the offending language may appear.

Section 2

The exercise or non-exercise by the Employer or the Union of the rights covered by this Agreement shall be not deemed to waive any such right or the right to exercise them in some other way in the future.

Section 3

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

ARTICLE 23

SUBSTANCE TESTING

Section 1

Any employee covered by this bargaining unit will be subject to the Drug Free Workplace Policy, effective February 1, 1994 as attached to the Rules and Regulations. Said policy shall be in accordance with the guidelines set forth by Florida Statute, the insurance industry, and the Department of Transportation. This Drug Free Workplace Policy shall provide that random testing is to be strictly prohibited. Testing shall be supervised by the City's Medical Review Officer.

Section 2

Changes in this Drug Free Workplace Policy must conform with the terms of this Agreement. The Union agrees to comply with changes in Florida Statute, Department of Transportation standards and insurance standards. All non-regulatory changes must be negotiated.

ARTICLE 24

RESIDENCY

Section 1

The parties agree that response time is important and therefore, residency is also important. In keeping with these two facts, the following conditions will control specific positions covered by this Agreement.

- a. Employees assigned to the Life Safety Services Section as Inspector/Investigators shall reside within Pinellas County.
- b. Failure to comply with this provision shall be grounds for immediate employment termination.

ARTICLE 25

PENSION

Section 1

The City of Seminole recognizes that the City of Seminole Municipal Firefighters' Pension Trust Fund is a benefit in accordance with City Ordinance 18-2000 with applicable City Council approved amendments required by law and with benefits not less than Ordinance 18-2000 dated 06/27/2000.

Section 2

The City of Seminole agrees to fund the current plan after a seven (7%) percent pre-tax employee contribution has been applied to the plan. The plan members agrees to increase their pre-tax contribution to eight (8%) percent for a period of ten (10) years starting October 1, 2007 and ending October 1, 2017 at which time the employee contribution will revert back to seven (7%) percent.

ARTICLE 26

MISCELLANEOUS

- A. All members of this Agreement shall be permitted to wear a Seminole Union I.A.F.F, pin on their uniform, in accordance to Department Policy (Rules and Regulations 3.2.6).
- B. For each move a member of this Agreement is required to make, and use his/her own vehicle after he/she has reported to his/her assigned station may apply for reimbursement, or the City may elect to provide transportation. The request must be made within three (3) days of the required move. The current government mileage rate will be paid.
- C. An employee covered under this Agreement that is required to switch stations, and elects to do so before the start of their assigned shift, shall be covered by all workers' compensation rights and any other benefits afforded to an employee that was on duty. Overtime compensation will not be paid during this movement.
- D. "30 minute coverage" – An employee may cover for the duties of another employee for a maximum of 30 minutes without filling out a shift exchange form, as covered in Article 19. This exchange must be with an employee of equal or greater qualifications to cover the current assignment. (Ex. A Lieutenant may cover for a firefighter.) This coverage does not require a payback.
- E. The City agrees to maintain two deferred compensation plans for the members of this Agreement. The City will not be held responsible for the investments made by the employees.
- F. The City agrees to maintain an Employee Assistance Program (EAP), or similar type program to assist employees with personal or work related problems during the length of this Agreement.
- G. The City and the Union agree that safety for the firefighter and firefighter training is given the highest consideration. Training in certain weather conditions can cause a threat to the safety that both parties strive to achieve. The following conditions are considered to be a violation of safe training conditions:
 - 1. Outside training during a storm with thunder or lightning present or in a reasonably close proximity.
 - 2. Night training after 2230 Hrs.
- H. Personal items damaged or broken during the performance of an employee's duties may be repaired or replaced at the discretion of the Fire Chief. A written request must be submitted through the chain of command containing all details of the incident. Any employee's negligence will be considered in determining the City's liability for payment. The maximum payable by the City is \$100 and must be approved by the Fire Chief.
- I. To the extent possible, the City will offer direct biweekly deposit of payroll funds to all banking institutions.
- J. The City will provide and maintain one (1) TV per station.
- K. The City will provide, free of charge, recreation cards to all employees and employee's family members who reside with the employee.

- L. The City agrees to participate in the State of Florida Supplemental Compensation Program. The current stipend of \$50.00 for AS/AA degree and \$110.00 for BA/BS degree will be included in the employee's first pay of each month. In the event the State of Florida discontinues the Supplemental Compensation Program, the City will have no obligation to continue payments to employees.

ARTICLE 27

DURATION, MODIFICATION, AND TERMINATION

Section 1

This Agreement shall become effective October 1, 2005 with the approval of the City Council and the Union and shall continue in force until September 30, 2008, and from year to year thereafter until a new Agreement is adopted by the City and the Union.

Section 2

Following the sending and receiving of the notice described in Section 1, the parties agree to follow the procedures contained in the Public Employees' Relations Act toward the consummation of a new agreement.

ARTICLE 28

ENTIRE AGREEMENT

Section 1

The parties acknowledge and agree that, during the 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 allowed by law within the area of collective bargaining. It is further acknowledged that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and without qualifications, 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 matters 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 provided herein.

Section 2

Negotiations may be opened during the life of the contract by written mutual agreement.

AFFIRMATION

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representative on this _____ day of _____, 2005.

Ratified by the membership of the Seminole Professional Fire fighters Local 2896 the _____ day of _____, 2005.

Approved by the City Council of the City of Seminole, this _____ day of _____, 2005.

CITY OF SEMINOLE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS LOCAL 2896

Dottie K. Reeder, Mayor

By: _____
Richard A. Schomp, President

Frank P. Edmunds, City Manager

By: _____
Harold Kinsey, Vice President

John M. Elias, City Attorney
Reviewed and Approved as to Form

By: _____
Michael Murray Jr., Secretary

By: _____
Arthur Bruckler, Treasurer