

**Labor Agreement between**

**City of South Pasadena**

**And**

**The St. Petersburg Association of  
Firefighters Local -747**

**International Association of Firefighters,  
AFL-CIO**



*Fiscal Years*    2007    2008    2009

**ARTICLE 1**

**PREAMBLE**

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide for the statutory implementation of Section 6, Article I, of the Constitution of the State of Florida, to promote harmonious and cooperative working relationships between the City and its employees, both collectively and individually, to provide for equitable and peaceful adjustment of differences which may arise and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of City government; and

WHEREAS, it is the intention of the parties to this Agreement to set forth their entire agreement with respect to matters within the scope of negotiations; and

NOW THEREFORE, in consideration of the promises herein contained, the parties do agree:

This Agreement is between the City of South Pasadena (hereafter referred to as the "City") and St. Petersburg Association of Fire Fighters, Local 747, IAFF (hereafter referred to as the "Union").

## ARTICLE 2

### RECOGNITION

#### Section 1 – INCLUSION

- (A) The City hereby recognizes the Union as the exclusive representative for collective bargaining purposes with respect to wages, hours and terms and conditions of employment for all paid employees who are classified as Firefighter, Firefighter/ EMT, Firefighter Paramedic, Lieutenant EMT, or Lieutenant Paramedic.
- (B) The bargaining unit for which this recognition is afforded is as defined in the certification issued by the Florida Public Employees Relations Commission on March 21, 1986 (Certification No. 704). In the event of a conflict between the Agreement and that certification, the certification shall control.

#### Section 2 - EXCLUSIONS

- (A) This Agreement specifically excludes part-time, unpaid or volunteer members of the Fire Department of the City, if and however classified.
- (B) This Agreement excludes any other full-time or part-time paid City employees.

## ARTICLE 3

### DUES CHECKOFF AND UNION SPONSORED INSURANCE PROGRAMS PREMIUM DEDUCTION

#### Section 1 - DUES DEDUCTIONS

- (A) During the term of this Agreement, the City agrees to deduct Union membership dues, uniform assessments, if any, and premiums for Union sponsored insurance programs, if any, in amounts established by the Union and certified in writing to the Director of Finance by the Secretary/Treasurer of St. Petersburg Association of Fire Fighters, Local 747, IAFF or his designee, from the pay of those employees in this bargaining unit who individually make such requests in writing on a Dues Checkoff and Union Sponsored Insurance Programs Authorization Form provided by the Union (Appendix A). Such deductions will be made by the City when other payroll deductions are made and will begin with the pay for the first full pay period commencing after receipt of the authorization by the City.
  
- (B) The Union will advise the City of any uniform assessments or increase in dues or insurance premiums in writing at least thirty (30) days before its effective date.

#### Section 2 - REMITTANCE

Deductions of dues, uniform assessments, if any, and insurance premiums, if any, shall be remitted exclusively to the Secretary/Treasurer of the St. Petersburg Association of Fire Fighters, Local 747, IAFF or his designee by the City along with a list containing the name of the employee for whom remittance is made.

The remittance and list will be mailed as soon as is practicable after the completion of the City's payroll cycle for which the list is a report.

#### Section 3 - INSUFFICIENT PAY FOR DEDUCTION

In the event an employee's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, health insurance and other priority deductions, are not sufficient to cover dues, any uniform assessments and any insurance premiums, it will be the responsibility of the Union to collect its dues, uniform assessments and insurance premiums for that pay period directly from the employee.

#### Section 4 - TERMINATION OF DEDUCTION



(3) submitted to the City more than fourteen (14) days following the date of the employee's signature.

(D) The Dues Checkoff and Union Sponsored Insurance Programs Termination Form (Appendix B) is a form which employees may use to cause the City to end the deduction of Union dues and deductions for uniform assessments, if any, and premium for Union sponsored insurance programs, if any, from their pay.

#### Section 8 - PAYMENT TO CITY

To compensate the City for the expense of the performance of its obligations under this Article, the Union will pay the City \$125.00 annually, payable bi-weekly, over 26 pay periods each year, by reducing each bi-weekly dues remittance by \$4.81.

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

#### Section 1 - EMPLOYEE FILES

There will be an employee file in which all written materials about the employee which are used by the City are kept. Employees will be furnished with a copy of non routine material which is being filed in the employee file. The employee shall be required to sign the material acknowledging receipt. Non routine material consists of written documentation of oral reprimands, employee notices, commendations and written materials which are disciplinary actions.

An employee may attach a concise response to any material included in his file.

#### Section 2 - EMPLOYEE ASSIGNMENTS

Employees covered by this Agreement shall not be required to perform Non-Fire Department duties for the City.

#### Section 3 - ACCESS TO GRIEVANCE PROCEDURE

Employees may grieve disciplinary actions taken against them, and any other disputes between the employer and the employees or group of employees involving the interpretation or application of this labor agreement. "Disciplinary actions" consists of suspensions, reductions in pay made for disciplinary reasons, demotion and discharge.

#### Section 4 - SHIFT EXCHANGES

Employees shall have the right to exchange shifts or parts of when the change does not, in the sole discretion of the Fire Chief, or his designee, interfere with the proper and efficient operation of the Fire Department. The employee who agrees to work the swap is responsible to see that the swap actually takes place. Should the swap, or portion of the swap, not take place, for any reason, the employee scheduled to work the swap shall be charged annual leave. Under no conditions will swap time be allowed if annual leave is not available to cover the hours of the swap requested.

#### Section 5 – DISCIPLINE

Disciplinary action may only be taken for just cause.







insurance deductible or co-payment expenses incurred for the examination only upon proper submittal of appropriate documentation by the employee.

- (C) ~~Responsibility of the City which is responsible for ensuring the proper staffing levels within the Fire Department.~~

### Section 3 - ADDITIONAL EXAMINATIONS

The City may require any employee covered by this Agreement to undergo a physical examination, including laboratory or radiological examination, or a psychological examination, any time the City has a question as to the employee's fitness for duty.

### Section 4 - EMPLOYEE RESPONSIBILITY FOR CORRECTION

Whenever any condition or disease is determined to exist which impacts an employee's ability to perform the essential functions of his position, the employee is responsible for undertaking a course of treatment recommended by the City selected physician in the case of on the job injuries or diseases, or the employee's physician, for non-job related injuries or diseases. If the employee fails to do so, or if the course of treatment does not render the employee able to perform the essential functions of his position even with reasonable accommodation, effort will be made to transfer the employee to any vacant position within the City for which the employee meets the minimum qualifications. If no such position exists, the employee will be separated from employment.

### Section 5- MANDATORY LEAVE

If, in the opinion of the City's physician, the employee has a condition or disease which affects the employee's ability to perform his duties, including the ability to function effectively and safely as a member of an emergency services team, the City may place the employee on leave while a decision is made as to whether the employee is to be retained, and if so, in what capacity. When the employee has used all leave credits available to him, the leave shall be without pay.

### Section 6 - RECORDS

~~Subject to the reports of physician Florida Statutes Chapter 318.01 data seq, the City will.~~

~~The employee will furnish additional necessary reports to the physician if the physician indicates that additional information or testing is needed in order to make a determination of fitness for duty the employee shall furnish said information or perform the required testing in a diligent manner.~~

## ARTICLE 7

### UNION ACTIVITY

There shall be no discrimination, interference, restraint or coercion by the Employer against any employee for his activity on behalf of, or membership in the Union. Union members and representatives shall have the right to communicate during regular working hours provided this does not interfere, in the discretion of the Fire Chief, with the normal work involved in the proper functioning of the Department.

(A) Union Representation

- (1) There will be one steward from each shift and one employee representative (selected by the membership from one of the shift stewards).
- (2) The names of the Union Officials shall be given in writing to the Fire Chief within seventy-two (72) hours of the assumptions of duties of their offices.
- (3) The Union President, or his designee, shall be the contact point for any necessary communications concerning this Agreement.
- (4) Any Union member may discuss the matter of a grievance with the shift Steward or other Union Official on duty as long as the Fire Chief or his designee are made aware of such discussion and it does not interfere with the operations of the Fire Department.

(B) Leave for Union Business

- (1) Union members may be granted time off for conducting Union business. Time off for Union business will be without loss of pay by use of Union Pool Time provided that sufficient manpower is available to properly man the Fire Department during the absence of Union members.
- (2) In the event there is a shortage of manpower, in the discretion of the Fire Chief, and a Union Member needs to be off then any Union member may exchange time with that member.
- (3) Any employee may donate to the Union Pool Time account by executing the proper form authorized for this purpose. Employees may donate out of any overtime/holiday pay in increments of two (2) hours.

(C) Pool Time

- (1) From overtime/holiday pay accrued by the date of this agreement or earned in accordance with the terms of Article XVIII, Section 3 of it, any employee may donate a minimum of two hours, to the creation and maintenance of a pool time account. The credits in the pool time account may be used only as set forth in Section B of this Article.
- (2) At the time of employees' contributions or re-contribution to it, the pool time account shall be credited with the value, expressed in dollars utilizing each donor/employee's hourly rate on the date of donation.
- (3) Whenever a withdrawal of pool time occurs, the pool time account will be reduced by the product of the number of hours (rounded up to a multiple of 1/2) of pool time used and the current hourly rate of the employee using pool time.
- (4) Pool time may be utilized only if there are sufficient credits in the pool time account. A request to use pool time may be denied whenever the Fire Chief or his designee determines that proper and efficient staffing of the Fire Department so requires. An employee using pool time may be returned to City business and time whenever the Fire Chief or his designee determines that the proper and efficient staffing of the Fire Department so requires.
- (5) All requests to use pool time shall be in writing and shall state:
  - (a) The name of the employee requesting to use pool time.
  - (b) The location and telephone number where the employee will be located while on pool time whenever possible.
  - (c) The amount of pool time being requested.
- (6) Each request to use pool time shall bear the signature of a representative of the Union.
- (7) Following use of pool time, the employee shall report the amount of time actually used, which amount shall be rounded up to a multiple of one-half hour for the purpose of charging the pool time account.
- (8) Time spent on activities undertaken while on pool time will not be considered to be time worked for the purpose of computing entitlement to or the amount of overtime compensation.

## **ARTICLE 8**

### **BULLETIN BOARDS**

The City will provide a reasonable amount of space, in an agreed upon location in a non-public part of the Fire Station, for the Union to place a bulletin board. The Union shall be solely responsible for purchasing and installing the bulletin board.

The Union is permitted to place announcements of Union business, meetings, elections or results of elections. All materials placed on the bulletin board shall be dated with the date of posting and may be removed by the City after having been posted for a period of 30 days. All materials placed on the bulletin board shall bear the signature of a Union official.

This bulletin board will be the exclusive place of posting for any matter related to the Union and may not be used for election campaigns for public office. No untrue or defamatory statements may be placed on the bulletin board. Further, materials posted on this bulletin board shall not contain anything which violates or has the effect of violating any law, rule, or regulation.

Any material posted on the designated bulletin board or elsewhere which is not in accordance with this Article may be removed at the option of the City.

## ARTICLE 9

### GRIEVANCE PROCEDURE

It is the policy of the City and the Union to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view of reaching an understanding which will resolve the matter in a manner satisfactory to the employee without resource to the formal grievance procedure described by this Article.

#### Section 1 - DEFINITIONS

As used in this Article:

- (A) "Grievance" shall mean a dispute involving the interpretation of application of a specific provision of this Agreement, except as exclusions from the grievance procedure are noted in the Agreement.
- (B) "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesman and to be responsible for processing grievance.
- (C) "Days" shall mean normal City work schedule days within the forty (40) hour work week, Monday through Friday, excluding any day observed as a holiday pursuant to Article 18, Section 3 of this Agreement.

#### Section 2- ELECTION OF REMEDY AND REPRESENTATION

- (A) If an employee has a grievance which may be processed in more than one forum, the employee or the Union shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the City may elect not to proceed with the processing of the grievance.
- (B) An employee who decides to use this Grievance Procedure shall indicate at the Oral Step or Initial written step (if authorized by this Article) whether or not he shall be represented by the Union. If an employee elects to be represented by the Union, he is bound by the actions of the Union.
- (C) Where Union representation is authorized as provided in this Agreement and is requested by the employee, the employee shall have a single representative for each stage of the procedure.

- (1) If an employee elects to be represented by the Union, the steward may be allowed a reasonable amount of time off (pool time) to investigate the grievance at the Oral Step and to represent the grievant at any Oral and Step One and Two meetings.
- (2) Investigations will be conducted in a way that does not interfere with City operations.
- (3) If the Union is not selected by the employee to be his representative, any adjustment of the grievance shall be consistent with the terms of this Agreement. A Union representative will be invited to any meeting between the City and the employee where resolution of the grievance may occur.

### Section 3 - GENERAL

- (A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the City to take the action complained of.
- (B) Resolution of a grievance by any manner except issuance of a decision by an arbitrator shall not establish a precedent binding on either the City or the Union.
- (C) There shall be no reprisals against any of the participants in the procedures contained herein because of such participation.
- (D) A grievance not submitted within the time limits as prescribed shall be considered untimely and resolved to the employee's satisfaction. A grievance not appealed to the next step within the time frames established in this Article shall be deemed to have been resolved to the employee's satisfaction on the basis of the last answer provided by the City. The fact that a grievance is not answered by the City within the time frames established in this Article,
- (E) All grievances, except class grievances, must be presented at Step One. A "class grievance" is a grievance where 2 or more employees have a common grievance.

### Section 4- PROCEDURES

Grievances shall be presented and adjusted in the following manner:

- (A) Step One

- (1) An employee filing a grievance of this nature, within (10) days of the grievance or within ten (10) days of when the employee first should have reasonably known of the event giving rise to the grievance, shall give a copy of the grievance to the Deputy Chief. The Deputy Chief shall make every effort to resolve the grievance at this step.
- (2) If the grievance is not resolved by such informal discussion or if the grievance is filed initially at Step Two, the employee may, within twenty (20) days of the act or omission which is the basis of the grievance or within twenty (20) days of when the employee first should have known of the act or omission which is the basis of the grievance, submit a written grievance at Step Two of this procedure.

(B) Step Two

- (1) The grievance shall be filed with the Fire Chief, including the date, details and facts of the act or omission upon which the remedy requested by the Employee and the signature of the employee and the grievance (if applicable) and the grievance together with any issues not presented at Step One may be added.
- (2) The Fire Chief may hold a meeting with the grievant and, if applicable, the Fire Chief shall make a decision on the grievance within twenty-one (21) days following receipt of the written grievance.

(D) Arbitration

- (1) If a grievant may appeal the Step Two decision on a Request for Arbitration (b) shall be completed by the City at Step Two.
- (2) The City and the Union shall jointly agree upon a list of arbitrators from the Request for Arbitration (b) after the City and the Union have received the Request for Arbitration (b) and shall reimburse Florida. Within five (5) days after receipt of the list, the parties shall meet and select an arbitrator as follows:
  - (a) The City shall toss a coin which shall be called by the Union. If the Union is correct, it shall strike a name from the list, otherwise the City shall strike first.
  - (b) The parties will alternatively strike names until a single name remains. The name so remaining shall be that of the arbitrator.
- (3) The arbitration hearing will be held in accordance with the following:

- (a) Arbitration hearings shall be held at times and locations mutually agreed to by the City and the Union, taking into account the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.
  - (b) Attendance of witnesses at any arbitration hearing shall be the responsibility of the side presenting the witness.
  - (c) If the hearing is stenographically recorded, any party desiring a transcript is responsible for the cost therefor.
- (4) The Arbitrator's role - The arbitrator shall preside over the hearing and be responsible for its orderly conduct and for the rendition of an award as follows:
- (a) The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
  - (b) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issues submitted, which shall be final and binding.
  - (c) The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
  - (d) The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.
  - (e) The arbitrator shall be without power or authority to make any decisions:
    - (1) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law; or

- (2) Limiting or interfering in any way with the powers, duties and responsibilities of the City, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement, or
  - (3) Which has the effect of restricting the discretion of the City or the Fire Chief, unless such authority is modified by this Agreement, or
- (f) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
- (1) The award shall not exceed the actual loss to the grievant and will not include punitive damages.
  - (2) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the City and Union will evenly split the arbitrator's fee and expenses.

**ARTICLE 10**

**PROMOTIONS**

The City and the Union agree that promotions should be made on the basis of relative merit and fitness of applicants, which may include current employees of the City. Whenever a current employee of the City applies for an opening which is a promotion, the employee shall be considered before non-City employees are interviewed. All newly promoted employees shall serve a one year probationary period



## **ARTICLE 12**

### **RESERVED RIGHTS**

The Union agrees that the City has and will continue to retain, whether exercised or not, the right unilaterally to determine the purpose of its departments, set standards for and levels of services to be offered to the public, and to exercise control and discretion over its organization and operations. It is the City's right to direct its employees, take disciplinary actions, and relieve employees, in whole or in part, from duty because of lack of work or for other legitimate reasons.

In addition, and without limiting the generality of the foregoing, and without limiting other rights of the City set forth in this Agreement, the City reserves and retains the right unilaterally to: hire, promote, transfer, furlough, classify and reclassify employees and positions, schedule and assign employees; take disciplinary action; adopt, alter, amend, interpret and enforce rules and policies; assign employees to shifts, adjust shifts; devise and implement the method of compliance with the Fair Labor Standards Act; locate, relocate, open and abandon fire stations; determine the number of fire stations, assign and reassign employees to fire stations, determine what new equipment of any kind to procure, by lease, purchase or otherwise; declare equipment as obsolete, set the level of City taxes and fees and the method of their use, including the allocation of them among departments; and to otherwise maintain or improve the efficiency and cost effectiveness of the City operations, including the right to contract for and subcontract, now or in the future, some or all of the City's operations or to assign some or all of the City's operations to volunteers and/or part-time personnel.

Nothing in this provision shall allow the City to violate any provision of this collective bargaining agreement, nor shall it allow the City to make unilateral changes in mandatory subjects of bargaining.

## **ARTICLE 13**

### **EMERGENCIES**

If it is determined by the City, acting through the Commissioner of Public Safety, that civil or emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, except that provisions of this Agreement relating to pay and monetary benefits will continue, and grievance rights pertaining to just cause for disciplinary action shall not be suspended. The parties agree to meet after such an emergency is over to discuss and resolve the impact of the suspension of provisions of this Agreement if members of the bargaining unit are adversely affected.

Time frames for filing a grievance to appeal disciplinary action taken during a declared emergency shall begin at the end of the emergency conditions, as determined by management. The City will notify the Union in writing as to the date the emergency conditions have ended and the terms of the Agreement are no longer suspended.

**ARTICLE 14**

**INDEMNIFICATION**

To the extent of the applicable limits of liability set forth in the City's insurance policy applicable to the act or omission or the statutory limits of sovereign immunity, the City will defend and hold harmless an employee from claims, suits or damages arising from the execution by the employee of City assigned duties so long as there is no allegation that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety and property.

## ARTICLE 15

### SENIORITY, LAYOFFS, AND RECALL

#### Section 1- SENIORITY

The City shall prepare a dated seniority list and post it during October of each year. Such list shall be considered correct unless objection to it is raised within thirty (30) days of posting. Seniority shall be determined by continuous service in the classification and/or for the Fire Department. Continuous service shall be broken by resignation, discharge, retirement, demotion, absence without authorized leave for one shift or longer and any leave of absence without pay in excess of thirty (30) consecutive calendar days, except in no event shall any time spent on leave of absence with pay counts toward creditable years of service for purposes of retirement.

#### Section 2 - LAYOFF

- (A) When the City determines that it must reduce its workforce within the Fire Department, it shall identify the classification(s) requiring a reduction and the number of employee(s) to be laid off. The decisions of the City in exercising these prerogatives shall not be subject to the grievance procedure described in Article VIII of this Agreement.
- (B) Within a classification, in determining which employee(s) is/are to be laid off, departmental seniority shall control.
- (C) A Paramedic having greater seniority than an employee classified as an EMT may displace the least senior employee classified as an EMT. For pay purposes the former Paramedic shall be credited with all time served in the Department in establishing his pay in the EMT pay schedule. For example, if a Paramedic with five years of service as a Paramedic is laid off and elects to become EMT, he shall be paid as an EMT with five years experience.
- (D) The City will notify the Union in advance of any layoff which will be implemented.

#### Section 3 - RECALL

When a vacancy occurs in a classification in which a layoff occurred within 1,095 calendar days (3 years) of the date of the layoff, the City will notify the employee who was most recently laid off from employment in the classification. To be eligible for recall, the employee must have kept the Chief informed of his current address and phone number.

To be eligible for reemployment, the employee must be qualified and able to perform the duties of the position to which he is offered recall. The employee shall have ten (10) working days after notification within which to report for employment. In the event that the employee fails to report, there are no further rights of recall.

## ARTICLE 16

### WAGES

#### Section 1- SALARY SCHEDULE

- (A) The City adopts the salary schedule specified in Exhibit A.
- (B) Any new hire in the class of Firefighter/EMT must obtain State of Florida and Pinellas County Medical Director authorization as a paramedic within twelve (12) months of hire by the City. Upon obtaining those requirements, the employee shall be reclassified as a Firefighter/ paramedic and paid the entry level salary for that classification. Any Firefighter/EMT who does not obtain these requirements within twelve (12) months of initial employment shall be terminated.
- (C) No employee who has been employed by the City as a Firefighter/EMT or Paramedic may return to the classification of Firefighter. Except as otherwise provided herein, all bargaining unit employees must maintain State of Florida certification and Pinellas County Medical Director's authorization for their current classification. If an employee loses his certification or authorization on a temporary basis, the Chief may grant the employee a period of ninety (90) days in which to regain such certification or authorization and The Chief may grant additional time beyond ninety (90) days if the employee's failure to regain such certification or authorization is due to circumstances beyond the employee's control. Nothing in this provision shall be construed to prevent the City from taking disciplinary action for just cause regardless of the state of the employee's certification or authorization..
- (D) An employee in the classification of Paramedic may, with the prior approval of the Chief, temporarily step down to the classification of Firefighter/EMT for a good reason for a period of up to ninety (90) days. The Chief may extend a temporary step down for an additional ninety (90) days. An employee in the classification of Lieutenant Paramedic may, with the prior approval of the Chief, temporarily step down to the classification of Lieutenant EMT for a good reason for a period of up to ninety days. The Chief may extend a temporary step down for either Paramedic or Lieutenant Paramedic for an additional ninety (90) days. Any step down will be accompanied by a corresponding reduction in pay.

If at the end of an approved temporary step down, the employee is unable or unwilling to return to his prior classification, his

employment will be terminated unless a permanent step down is approved under Section 1.E.

- (E) An employee in the classification of Paramedic or Lieutenant Paramedic may permanently step down to the classification of Firefighter/EMT with a corresponding reduction in pay only if a vacancy exists and the Chief determines that the step down will not adversely affect the level of service to the public.

## Section 2 - USE OF SALARY SCHEDULE DURING TERM OF COLLECTIVE BARGAINING AGREEMENT

(A) Upon ratification of this Agreement, each bargaining unit employee will begin to be paid one of the salaries shown in the salary schedule for his current rank. The initial placement of the employee will be determined according to that employee's completed years in service in his current rank as of October 1, 2006. Any employee who has completed eight (8) or more years of service in his current rank as of October 1, 2006 shall be placed at Step 8 for that rank upon ratification.

(B) During the term of this Agreement, when an employee completes an additional year of service in the rank in which he presently serves, he shall move to the next higher step in the salary schedule applicable to the rank in which he presently serves. Such increase will be effective for the first full pay period which begins after the pay period in which his anniversary date occurred.

(C) Whenever an employee attains Step 8 for the rank in which he presently serves, all automatic progression through the salary schedule will cease and the employee will be at "top pay" status.

## Section 3 - ACTING PAY

Whenever a bargaining unit member is assigned full time duties (by the Chief or his designee) usually assigned to a Lieutenant who is off-duty, his pay shall be increased by \$1.00 for each hour so worked.

## Section 4 – WORKWEEK AND OVERTIME

For the duration of this agreement, a 14 day work period and 24 hours on duty and 48 hours off duty will continue for all bargaining unit employees unless an employee is temporarily assigned by the Chief to a different schedule for educational, light duty or other legitimate reasons. The hourly rate paid will be based on a 2,912 hour work year with the base pay for pension purposes based on the scheduled shift for the employee for the period. Bargaining unit employees will be paid on an hourly basis with overtime calculated as hours actually worked

over 106 hours in accordance with the FLSA. For purposes of calculating overtime, compensatory time used, vacation, sick and time out on workers compensation will not be considered hours actually worked. Jury duty will be considered hours actually worked for computing overtime. Overtime will be paid in cash, except where the employee elects on his/her timesheet to accumulate compensatory time. Hours actually worked over 106 (as computed for overtime) which are used as compensatory time will be multiplied by 1.5. In no event shall an employee be permitted to accumulate more than 18 hours of compensatory time. The use of compensatory time is subject to the rules established for the Request for Time Off in the Policy and Procedures Manual. Compensatory Time requests may be cancelled by the Chief if the use of compensatory time will result in less than four (4) persons on any shift. It is the intent of this language to limit the use of compensatory time to situations where it will not result in the City paying any overtime to man a shift. In the event that the FLSA causes a change in compensation from the above described system, then this article shall automatically be reopened and a new provision for overtime and compensatory time shall be negotiated.

#### Section 5 – WAGE INCREASES

- Effective October 1, 2006, the pay rate for every bargaining unit position shall be adjusted upwards by 4%.
- On October 1, 2007 pay rates shall be increased by 4% and on
- October 1, 2008 pay rates shall be increased by 4%.

Fire Department Pay Plan schedules for fiscal years 2006/2007; 2007/2008; and 2008/2009 are attached as (Exhibit A)

#### Section- 6 CALL BACK PAY

Whenever an employee leaves his regularly scheduled shift and is officially ordered back to work (by the Chief or his designee), to replace another employee, that employee shall be paid an additional hour at a straight time rate in addition to time actually worked.

#### Section 7 - INSPECTOR PAY

The City agrees to pay members of the bargaining unit, (Holding valid State, Municipal Safety Certificate of Compliance,) \$1.50 per hour when conducting inspections assigned by the Chief of the Department.

Such members will be paid for a minimum of 4 hours per shift when assigned the duties of inspection. It is the members' responsibility to maintain their inspection certification.

**Article 17**

**PENSION**

Section 1 - PLAN

Within 120 days of ratification the City agrees to make the following modifications to the Firefighters' Pension Plan (Article III Chapter 180 of the City Code of Ordinances):

Shall provide for a 3% multiplier for ALL years of Credited service.  
Employee pension contribution shall be 6%.

**ARTICLE 18**

**OTHER CITY SPONSORED BENEFITS**

Section 1 - TUITION REIMBURSEMENT

Employees will be reimbursed for tuition actually paid by them for current courses attended in a degree granting program in Fire Sciences or Emergency Medical Services, and any other course that is recognized by the Florida State Fire College and is needed for the State Fire Officer 1 Certificate. The City shall be responsible for reimbursement of \$2,000.00 during each fiscal year of the contract. Reimbursement shall be made within 30 days of the required documentation being furnished to the Chief in accordance with the following schedule:

Course Grade Received	Percentage of Tuition Cost Reimbursed
A	100%
B	75%
C	50%
Pass/Fail	50%
Any Other	-O-

Employee will be responsible for furnishing the City with a copy of their grades and, upon request, with permission for the City to secure a copy of their transcript for the college or university in which they are or have been enrolled within 60 days of completing the course.

Employees who receive full or partial reimbursement for a course or courses must work for one (1) full year from the date of receiving reimbursement or return to the City all amounts reimbursed by the City.

The City will reimburse at the published resident undergraduate rate charged by the University of Florida or the cost of the course whichever is less. In no event will the City be responsible for extra fees and charges incurred due to late payments or Internet class fees.

The city will reimburse at the in state rate charged by Florida State universities or the cost of the course whichever is less. In no event will any transfer fees be reimbursed.

Section 2 - MILEAGE REIMBURSEMENT

When an employee is required to use his personal vehicle for City business assigned to him, he will be reimbursed at the rate set by the IRS or city which ever is higher.

Section 3 - TIME OFF FOR SCHOOL

The City will provide time off, at the sole discretion of the Chief, to attend Fire or EMS related courses. The determination made by the Chief under this Section is not grievable under this agreement.

**ARTICLE 19**

**LEAVES**

Section 1 - FUNERALS

Leave will be granted, without loss of pay or other benefits for a period of 36.0 hours in state or 48 hours when attending an out of state funeral of a member of the employee's immediate family necessitates the employee's absence from work. If any additional time off is required, the employee may request use of holiday time, compensatory leave or annual leave, in accordance with the provisions of this Agreement. A member of the "immediate family" is defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, stepparent or stepchild. The employee shall provide the City with proof of death, if requested by the Department, before leave is approved.

Section 2 - VACATION OR ANNUAL LEAVE

(A) All full-time employees shall earn paid vacation on the following basis:

<u>Service</u>	<u>Leave Eligibility</u>
Start through 4 years	Two (2) work weeks
5 years through 11 years	Three (3) work weeks
12 years through 19 years	Four (4) work weeks
20 years	230 hours
21 years	236 hours
22 years	242 hours
23 years	248 hours
24 years	254 hours
25 years and up	260 hours

(B) Vacation or leave is accrued according to the following schedule:

<u>Leave Eligibility</u>	<u>Accrual Rate</u>
2 weeks or less	09.33 hours/month
3 weeks	14.00 hours/month
4 weeks	18.67 hours /month
230 hours	19.17 hours/month
236 hours	19.67 hours/month
242 hours	20.17 hours/month
248 hours	20.67 hours/month
254 hours	21.17 hours/month
260 hours	21.67 hours/month

(C) Employees with less than 20 years of service may use accrued leave in excess of 24 hours in any one calendar year for emergency services. Employees with 20 or more years of service may use accrued leave in excess of 24 hours in any one calendar year for emergency services.

a calendar year. For example an employee with 23 years of service may carry over maximum of 248 hours of vacation.

(D) Only vacation time accrued may be used.

### Section 3 – Holidays

(A) The City of South Pasadena observes the following holidays (totaling 112 hours per year or 10 days paid):

January 1	New Year's Day
January 20 or designated	M. L. King Day
Third Monday in February	President's Birthday
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
November 11th	Veteran's Day
Fourth Thursday and Friday in November	Thanksgiving
December 25th	Christmas

(B) Each employee will be paid 11.2 hours for the holiday.

(C) When a holiday on the list in subsection A occurs on a Saturday, the preceding Friday will be a holiday. When a holiday in the list in subsection A occurs is a Sunday, the following Monday will be a holiday.

shift  
utilization  
three shifts shall  
designated

(D) If an employee is absent due to illness on the day for which his is to observe a holiday, the employee will be charged hour for hour Holiday pay up to the payout for the holiday prior to the of Sick Leave. Shift observance of holidays for the be the day before, the day of, and the day after the holiday.

### 4 - JURY DUTY AND COURT APPEARANCES

(A) Employees who are plaintiffs or defendants are not eligible for leave with pay for the time spent and are not covered by this Section.

(B) Employees attending court as a witness about a matter related to the job or for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend in court. Employees who attend Court as a witness about a matter related to the job or for jury duty during their normal working hours for only a portion of a regular scheduled workday are expected to report for duty when they are excused or released by the Court.

- (C) Employees called for jury duty shall promptly notify their immediate supervisor.
- (D) Employees on court or jury duty while on scheduled vacation may be allowed to reinstate vacation hours. The employee must furnish the City with proof of court or jury duty in either event.
- (E) Employees who as a result of their official position with the City, are required to attend court or a judicial hearing as a witness about a matter related to the job which commences during their scheduled off duty hours shall be paid for the amount of time they are required to be at court. Employees will be considered on duty and on the clock from the time the court appearance begins until released by the court. All hours mentioned above shall be counted toward computing overtime.

#### Section 5 - LEAVE OF ABSENCE WITHOUT PAY

##### (A) Duration and Approval

- (1) Employees may request a leave of absence without pay for absences in excess of thirty (30) days. Such requests must be approved by both the Chief and Commissioner of Public Safety.
- (2) Leave without pay includes excused absences for pregnancy, sickness or injury without accumulated sick leave or other excused absences without pay.
- (3) Extensions to authorized leaves of absence must be requested by the employee and approved in writing by the Commissioner of Public Safety. Failure to return to work at the expiration of an approved leave shall be considered as an absence without leave and grounds for dismissal.

##### (B) Employee's Responsibility

- (1) Employees granted a leave of absence must keep the City informed every three (3) months of his current activity (school, medical, military, etc.) and address.
- (2) An employee who accepts full time employment for another employer while on the authorized leave of absence, for illness or injury shall be deemed to have resigned their employment. All employees are required to notify the City in writing within three (3) working days of accepting employment if leave for other purposes.

- (3) Failure to timely notify the City of current activity, address and any part or full time employment may result in the employee being dropped from leave of absence status, in which case he must return to duty or be dismissed.

(C) Reinstatement from Leave of Absence

- (1) At the City's direction, employees returning from a leave of absence may be required to submit a doctor's statement certifying their ability to return to work.
- (2) An employee granted a leave of absence shall be returned to his former classification if the leave is less than ninety (90) calendar days, unless circumstances have so changed as to make it impossible or unreasonable to do so.
- (3) An employee granted a leave of absence in excess of ninety (90) days shall be permitted to return to work providing a vacancy exists in his prior position or classification. If such vacancy does not exist, the employee shall be terminated and placed on the classification's eligible register for a period of six (6) months during which time the City shall make a reasonable effort to return the employee to a position for which he is qualified.
- (4) An employee granted a leave of absence without pay who wishes to return to work before the leave period has expired shall be required to provide the Chief with at least two (2) weeks notice.
- (5) Employees reinstated to their prior classification from leave without pay shall be entitled to receive their prior rate of pay in addition to any general pay increases applicable to their classification.
- (6) No sick leave, annual vacation leave, holiday or any type of seniority will be earned by the employee for the time that the employee is on leave of absence without pay.

**Section 6 - LEAVES OF ABSENCE WITHOUT PAY (ILLNESS OR NONWORKERS COMPENSATION INJURY)**

Leaves of absence without pay due to illness or nonworker's compensation injury shall be covered by Section 5 and the following additional provisions:

- (A) All requests for leaves of absences without pay due to illness or nonworker's compensation injury, including extensions, must receive the approval of the Chief and shall be supported by a medical certificate executed by a doctor at the employees expense.
- (B) Group life and Hospitalization insurance coverage may be continued at the employees expense up to the maximum of twelve (12) months during an approved leave of absence under this Section.
- (C) Employees having a minimum of five (5) years City seniority shall suffer no loss of either City or classification seniority while on a leave of absence under this Section.
- (D) Probationary employees serving an initial probationary period may be granted a leave of absence, under this Section, not to exceed thirty (30) days. Such leave of absence shall not be extended. Upon reinstatement, the employee's probationary period shall be extended to allow for the approved leave granted by the Chief.

#### Section 7 - GROUP INSURANCE COVERAGE DURING LEAVES OF ABSENCE

- (A) Group life and hospitalization insurance coverage may be continued for a maximum period of six (6) months while on authorized leave of absence, provided premium payments are kept current at the employees expense. Unless the leave of absence is under Section 6 of this Article.
- (B) All payments for insurance shall be paid by the first of the month for which coverage is purchased. If a monthly premium is delinquent and payment is not made by cash or payroll deduction from the next applicable pay period, coverage will be canceled as of the beginning of the delinquent period.
- (C) Where the employee will be out of town during an approved leave exceeding thirty (30) days, payment arrangements must be made in advance so that premiums are current.
- (D) If any coverage is canceled during the approved leave of absence, it will be reinstated upon return to active duty.

#### Section 8 - FAMILY/EMERGENCY LEAVE

- (A) When absence from work is necessitated by medical, dental or optical treatment of the employee's family member, the employee may use accrued annual leave in accordance with the current practice regarding the use of such annual leave.

(B) When an emergency situation arises, the employee may be granted annual leave. The granting of this annual leave shall be in the sole discretion of the Chief and is not grievable or arbitratable.

#### Section 9 - SICK LEAVE

- (A) The policy of the City is to grant sick leave in all bona fide cases. Sick leave is a qualified privilege of the employee in that he is entitled to use it only when warranted. Sick leave will be earned at the rate of eleven and two tenths (11.2) hours per month and employee will be allowed to accumulate to a maximum of one thousand four hundred (1400) hours.
- (B) Sick leave will be granted upon the approval of the Chief or Officer-in Charge for the following reasons:
- (1) Employee's health, including medical, dental, or optical treatment provided proof is supplied that the appointment could not be scheduled off duty.
  - (2) Quarantine due to exposure to contagious disease.
  - (3) In connection with worker's compensation.
- (C) An employee incapacitated and unable to work shall notify his immediate supervisor at such time before his scheduled reporting time as designated by the Department, giving reason for absence and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given.
- (D) Employees, upon retiring from City employment, shall be reimbursed at a straight hourly rate for fifty percent (50%) of their accrued sick leave in excess of 700 hours.
- (E) Voluntary Employee Benefit Association (VEBA) - A VEBA shall be established and administered by the Union for retired City employees. The City's contributions shall be limited to the cashout of vacation, compensatory time and sick leave that retiring or separating employees are currently entitled to cashout. Only retiring employees shall be entitled to cashout sick leave. The Union shall indemnify, hold harmless and defend the City from any and/or all litigation and liability arising from the promulgation, implementation and operation of the VEBA.
- (F) Whenever sick leave may appear to be abused, or when an employee consistently uses sick leave as it is earned, the Fire Chief

or his designee has the right to require a doctor's certificate be furnished prior to the employee returning to work. Under any conditions, if any employee is off duty due to illness or injury for more than one work week, a doctor's certificate will be required. Abuse of sick leave privileges shall constitute grounds for disciplinary action.

- (G) Some slight injuries or illnesses, or temporary conditions such as pregnancy may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform during the recuperative period without aggravating their health. Providing that light duty work within the employee's temporary restrictions is available and the employee produces a doctor's statement indicates that "light duty" is acceptable, the Fire Chief or his designee may assign the employee on a temporary basis to fulfill such duties as the employee's health and condition permit.
- (H) Employees may not use accumulated sick leave for an injury sustained while engaged in outside employment.
- (I) Any change in scheduled work hours shall necessitate a prorated change in the amount of accumulated sick leave in the employee's account.
- (J) Employees who use no sick time during the year (from anniversary date) shall be granted twenty-four (24) hours of Holiday pay, as a bonus. Each hour of sick time used will reduce the bonus by one hour.

## Section 10 - MILITARY LEAVES

### (A) Military Training Leave

- (1) Employees who are members of the Florida National Guard or any other reserve component of the Armed Forces of the United States shall be entitled to a leave of absence with pay for a total of seventeen (17) work days in any one calendar year. For the purpose of this section only, a work day shall be defined as twelve (12) hours.
- (2) In the event the employee who is a member of the Armed Forces Reserve or National Guard is required to attend drill or training in excess of the time allowed in subsection 1. of this part, time off shall be allowed for the drill or training and the employee shall be allowed to use accrued leave time under the Fire Department Leave Policy in existence at the time of the leave request.

- (3) It shall be the duty of the employee taking part in Armed Forces Reserve or Florida National Guard activities to provide the City with as much advance notice as is possible of the upcoming drill, training or duty.

(B) Induction or Enlistment into Military Service

1. Any employee who enlists, is drafted or inducted into the Armed Services for active duty, shall be granted a military leave of absence for the initial period of enlistment. All monies due the employee (i.e., vacation, holiday time, etc.) shall be paid at the time of leaving City employment to enter active military service.
2. Any employee may elect to remain in the City pension plan and leave his or her money in said plan if the employee plans to reinstate his or her employment with the City upon separation from the military service.

(C) Reinstatement from Military Service

- (1). Upon termination from active military service, an employee who wishes to return to City employment shall contact the Fire Chief within ninety (90) days from the date of military separation unless a longer period is allowed by law.

An employee shall not be considered eligible for reinstatement if he or she voluntarily re-enlisted in the military service beyond his or her initial military obligation. An employee requesting reinstatement with the City must have the necessary certifications to function as an EMT or Paramedic and shall submit to a medical examination to establish the physical and mental capability of performing the duties of the position, with or without reasonable accommodation.

- (2) An employee returning to the City employment in his or her position shall start at the salary he or she would have received, including all adjustments, had he or she remained continuously in the service of the City instead of entering the armed services.
- (3) If the position vacated by the employee who entered the military service is reclassified or retitled during the period of military service, such employee shall be entitled to be reinstated in the new or revised position unless the employee is not capable of satisfactorily performing the

duties of the position, even reasonable accommodation. If the former position has been abolished or if the employee is incapable of satisfactorily performing the duties, the employee shall be entitled to reinstatement in a position as nearly comparable as possible in salary and duties to the position vacated, providing vacancies are available.

## **ARTICLE 20**

### **INSURANCE**

#### Section 1 - GROUP HEALTH INSURANCE

During the Agreement, the City will provide employees and their dependents (as defined by the insurance company) with access to a group insurance program or Health Maintenance Organization. The City will pay the entire cost of the employee's coverage and provide, at the employee's election, payroll deduction for the cost to the employee in providing coverage for his family members. The City shall contribute \$125.00 per month towards the cost of any dependent coverage that an employee purchases through the city for spousal, children or family coverage.

#### Section 2 - GROUP LIFE INSURANCE

At its expense the City will provide at least \$10,000 of Term Life insurance for each employee, or at the unions request forward to the Union an amount up to \$9.30 per unit member, per month, for the purchase of life insurance. If the insurance carrier which provides this coverage so elects, additional insurance may be made available to City employees, at the employee's full cost and expense. If coverage is available and purchased by the employee, the City will provide payroll deduction upon the employee's written request and after execution of authorization in a form satisfactory to the City.

#### Section 3

At its option the city reserves the right to change insurance providers for health and life insurance.

ARTICLE 21

WORKERS COMPENSATION

Section 1

Payment of Workmen's Compensation to all employees, who are disabled because of an injury arising out of and in the course of performing their duties with the City, will be governed by the Florida State Workers Compensation Law. In the event an employee is directed by the City not to report for duty as a result of exposure to a communicable disease the employee shall file for worker's compensation. In the event the claim is denied the employee shall be compensated as set forth below provided the exposure occurred while on duty. If this occurs the City shall pay that portion that worker's compensation would be responsible for paying had they approved the claim.

Section 2

An employee receiving Workers Compensation shall receive regular pay less any reimbursements from Workmen's Compensation\_ for a period not to exceed ninety days from the date of injury with the city supplementing according to the following schedule:

First 30 days - 100%  
31 - 60 days - 75%  
61 - 90 days - 50%

Should the Workers Compensation benefits continue beyond the initial 90 days, the city supplement shall cease and the employee may utilize any and all leave credits to make up the difference between compensation received from Workman's Compensation and basic pay. That is, annual leave, sick leave, holiday leave or compensatory leave may be used by the employee to make up the difference between compensation received from Workmen's Compensation and basic pay. The basic pay shall mean the employees regular weekly wage at the time of the injury.

Section 3

The Chief will determine whether the injury or quarantine is a direct result of work duty involvement and was not a result of employee negligence.

Section 4

Employees out on Workmen's Compensation will continue to accrue annual or sick leave or holiday leave.

Section 5

Group Life and Hospitalization coverage or any other payroll deduction authorized by the employee must be paid by the employee while out on Workers Compensation.

## **ARTICLE 22**

### **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change any law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Florida Statutes, then such provision shall not be applicable, performed or enforced, but the remaining portion of this Agreement shall remain in full force and effect for the term of this Agreement, and the parties agree to negotiate a substitute for the unenforceable provision that, to the extent possible, restores the original bargain on the matter between the Union and the Employer.

## **ARTICLE 23**

### **NO STRIKE**

#### Section 1

The union agrees that during the term of this agreement it will not authorize, instigate, condone, excuse, ratify or acquiesce in any strike, slowdown, work stoppage, or any other like or similar activity likely to interfere with the efficient operation of the employer's affairs engaged in or supported by union members or any agents or representatives of the union or its affiliates.

#### Section 2

Should the union or employees included in the unit breach this Article, the employer may proceed to the appropriate court, and without notice, obtain an injunction against such breach. The employer may also take any other action authorized or required by law.

#### Section 3

Should the union and/or any member of the bargaining unit be found guilty of striking, as defined in Chapter 447, Part II, Florida Statutes, the union and/or members of the bargaining unit shall be subject to the penalties provided by law and consequences as described herein. The employer further retains all its inherent and explicit managerial rights, including, but not limited to, the right to take disciplinary action against any employee who breaches this Article.

**ARTICLE 24**

**OUTSIDE EMPLOYMENT**

- (A) No employee shall engage in outside employment without the written approval of the Fire Chief. The Fire Chief may deny approval only if the outside employment sought by the employee creates any type of conflict of interest with the best interests of the City or otherwise creates any appearance of impropriety with regard to the employee's City employment.
  
- (B) In the event an employee suffers a worker's compensation injury while engaging in outside employment, it is the employee's obligation to report that fact upon arriving for his next scheduled duty day or, if called in, the next time the employee works after suffering the injury. The City reserves the right to send the employee for an examination to verify the employee's fitness and ability to work.
  
- (C) In all instances, the employee's employment with the City is considered to be the employee's primary employment. In the event of an emergency where the employee is called to duty, the employee shall be required to leave any other employment and report to the City for duty. It is also the employee's responsibility to insure that off duty employment does not impact their ability to perform their job.

**ARTICLE 25**

**ENTIRE AGREEMENT**

This Agreement, when ratified, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes all collective bargaining during its term, except that the City will bargain the impact on employees of any unilateral changes which it makes.

The parties acknowledge 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 not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that 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 each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The City and the Union may agree to bargain during the term of this Agreement by executing a mutually satisfactory written agreement.

**ARTICLE 26**

**DURATION**

This Agreement shall be effective October 1, 2006 and shall remain in full force and effect through the thirtieth day of September 2009.

This agreement shall remain in full force and effect during bargaining for a successor agreement.

**ARTICLE 27**

**GENDER REFERENCES**

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**ARTICLE 28**

**NOTICES**

Notices hereunder shall be given by registered or certified mail, and if by the City shall be addressed to the President of Local 747, IAFF at 5420 1st Avenue North, St. Petersburg, Florida 33710, and if by the Union shall be addressed to Commissioner of Public- Safety at City Hall, 7047 Sunset Drive, South, South Pasadena, Florida 33707 with a copy to Fire Chief, Fire Station #20, South Pasadena, Florida. Notices shall be considered to have been given as of the date shown on the postmark.

## ARTICLE 29

### DRUG AND ALCOHOL TESTING

(A) Bargaining unit employees shall refrain from the using, possessing, dispensing, or selling of any drug/chemical substance not prescribed for use by a licensed physician and refrain from using a prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician, In no event shall the proper use of over the counter medication be considered a violation of this article. Also, the consumption of any alcohol while on duty or reporting to work impaired by the use of alcohol or in a condition that prior usage can be observed or detected are prohibited.

(B) Employees are subject to urinalysis and/or blood testing and/or any other physical or bodily sample testing as required by the employer to detect the presence of drug/chemical substances and/or alcohol when the employer has a reasonable suspicion that the employee may be acting in violation of Section A of this Article, or in violation of the City's Drug Free Workplace program. The breathalyzer option shall not be allowed for bargaining unit members.

(C) Unit employees may, upon request, have a Union representative present during the testing procedure, provided that the test will not be postponed for more than thirty (30) minutes to await a Union representative. An attempt will be made to telephone the Union representative advising of said pending test, but in no instance will the thirty (30) minute waiting rule be waived or will the employee taking the test have more than one representative present.

(D) The employer shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol related problem. However, such guidance must be requested by the employee. Participation in such programs shall not mitigate or stay the implementation of dismissal or any other action against the employee for violation of this Article's provisions nor discipline/dismissal for other drug/alcohol related offenses.

(E) Employees aggrieved by this Article shall have the right to arbitrate alleged violations of this Article in accordance with the provisions of Article VIII, except that once an arbitrator is agreed upon, every effort will be made to schedule the hearing within fifteen (15) days of the date of selection. Further, the arbitrator's decision shall be issued within fifteen (15) days from the close of the hearing, notwithstanding the submission of any briefs by the parties.

(F) In the event any discipline less than discharge is ultimately imposed on any employee for the violation of this Article, such employee,

in addition to any disciplinary measures imposed by the City, shall not be allowed to return to work until he presents a statement from a licensed medical doctor that the employee has been rehabilitated and is fit to return to full duty. Leave time for rehabilitation shall be in accordance with the leave provisions contained in this agreement. Any rehabilitation will be at the employee's own expense.

**Appendix A**

CITY OF SOUTH PASADENA  
Dues Checkoff and Union Sponsored Insurance

Programs Authorization Form

\_\_\_\_\_ I hereby authorize the City to deduct from my salary each pay period my Union Dues, listed below, as certified to the City by the Union.

\_\_\_\_\_ I hereby authorize the City, for the purpose of Union provided Group Health, Group Life, or Group Cancer Insurance, to deduct the amounts listed below per pay period.

DUES

\_\_\_\_\_ HEALTH INSURANCE

\_\_\_\_\_ LIFE INSURANCE

\_\_\_\_\_ CANCER INSURANCE

\_\_\_\_\_ TOTAL

I understand that this authorizations are voluntary and I may revoke them at any time by giving the City and the Union thirty (30) day advance notice in writing using Appendix B.

\_\_\_\_\_ DATE

\_\_\_\_\_ SIGNATURE

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

\_\_\_\_\_ (PRINT) LAST NAME, FIRST, MI

**Appendix B**

CITY OF SOUTH PASADENA

Dues Checkoff and Union Sponsored Insurance

Programs Termination Form

\_\_\_\_\_ I hereby instruct the City, and advise the Union, to stop deducting from my salary, my Union dues. It is also understood that all other Group Insurance Premiums will stop.

\_\_\_\_\_ I hereby instruct the City, and advise the Union, to stop deducting from my salary my Union provided Group Health Insurance premium.

\_\_\_\_\_ I hereby instruct the City, and advise the Union, to stop deducting from my salary my Union provided Group Life Insurance premium.

\_\_\_\_\_ I hereby instruct the City, and advise the Union, to stop deducting from my salary my Union provided Group Cancer Insurance premium.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
(PRINT) LAST NAME, FIRST, MI

IN WITNESS WHEREOF, the parties hereto, by duly authorized officers and agents have

affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2006

**FOR THE ST. PETERSBURG  
ASSOCIATION OF FIREFIGHTERS  
LOCAL 747, IAFF**

**FOR THE CITY OF  
SOUTH PASADENA**

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**Winthrop M. Newton  
Chief Negotiator and President**

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**Dick Holmes  
Mayor**