

AGREEMENT

BETWEEN

THE CITY OF ST. PETE BEACH

AND

**THE INTERNATIONAL ASSOCIATION
OF
FIREFIGHTERS - LOCAL 2266**

OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2006

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ARTICLE 1 PREAMBLE

1.1 Parties.

In accordance with the State of Florida Public Employee Collective Bargaining Statute, this Agreement is entered into by and between the City of St. Pete Beach, a municipality in the State of Florida, hereinafter called the "City", and the International Association of Fire Fighters, Local 2266, hereinafter referred to as the "Union". This Collective Bargaining Agreement is applicable for members as defined in Certificate Number 176 issued to the International Association of Fire Fighters, Local 2266, in accordance with the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended on September 29, 1986.

1.2 Purpose.

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and the members, both individually and collectively, and the Union; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement.

ARTICLE 2 RECOGNITION

2.1 Recognition of Union.

The City of St. Pete Beach hereby recognizes the International Association of Fire Fighters, Local 2266, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members in the bargaining unit.

2.2 Bargaining Unit.

The bargaining unit for which this recognition is accorded is defined in the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended on September 29, 1986 comprised of all full time members within the City of St. Pete Beach Fire Department employed in the classifications of firefighters/EMT, firefighter/paramedics, fire inspectors, up to and including EMT and Paramedic lieutenants. All other members, in other ranks and positions, shall be excluded from this bargaining unit.

2.3 Recognition by Union.

The International Association of Fire Fighters, Local 2266, hereby recognizes the City of St. Pete Beach City Manager or his/her representative as the City's representative for the purpose of collective bargaining.

2.4 Members.

Whenever "Union" member is mentioned in this contract it shall mean a person that has taken the oath of Local 2266 and pays dues to the Local; otherwise "member" shall mean a member of the bargaining unit covered by this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 General.

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The City retains the right, subject to the limitations specifically expressed in this contract, to establish and implement rules and procedures, in accordance with applicable laws, governmental regulations and the provisions of the City Personnel Manual including, but not limited to, the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies and/or departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the members of the City, including the establishment of work hours as provided in this Agreement.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain members in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action against members for just cause.
- H. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve members from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. To determine the number of members to be employed by the City.
- K. To establish, change or modify the number, types and grades of positions, and members assigned to an organization, unit, department or project.
- L. To establish, change, or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.
- M. To establish, implement and maintain an effective internal security practice.
- N. To promulgate, implement, delete, and enforce any rules concerning member practices or working conditions.
- O. To establish and grant, at its sole discretion, merit increases or bonuses, in addition to the annual base salary provided in Article 25.

3.2 Emergencies.

If determined by the City Commission that a civil emergency condition exists, including, but not limited to, riots, civil disorders, hurricane or tornado conditions, epidemics, public employee strikes or other similar catastrophes, the City Manager may suspend vacations and other leaves of absence during the time of the declared emergency. All other provisions of the Agreement shall remain in affect, except processing of grievances may be delayed until the emergency condition ceases.

ARTICLE 4 STRIKES AND PICKETING

4.1 Strike Definition.

The term "strike", as used in this Agreement shall be defined as:

- A. The concerted failure to report for duty, or
- B. The concerted absence of members from their positions, or
- C. The concerted stoppage of work, or
- D. The concerted submission of resignations, or
- E. The concerted abstinence of any group of members from the full and faithful performance of their duties of employment with the City, or
- F. The concerted course of conduct which adversely affects the services of the City, or
- G. The concerted failure to report for work after the expiration of a collective bargaining agreement, or
- H. Picketing in furtherance of a work stoppage.

4.2 Strikes Prohibited.

Members covered by this Agreement, the Union or its officers, agents and representatives, agree that Section 447.505, of the Florida Public Employees Collective Bargaining Statute prohibit them individually or collectively as public members from participating in a strike against the City of St. Pete Beach, the City, by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator(s) to the penalties as provided for by law, and the provisions of the City's Personnel Manual.

4.3 Penalties.

Any member covered by this Agreement who participates in, is a party to or promotes any of the actions outlined in Sections 4.1 and 4.2 shall be subject to disciplinary action up to and including discharge.

**ARTICLE 5
NON-DISCRIMINATION**

5.1 No Illegal Discrimination.

Neither the City, the Union, nor its members shall unlawfully discriminate against any employee with regard to Union membership or activities or on the basis of age, race, color, sex, religion or national origin or disability.

5.2 Probationary Employees.

All new members on probationary status shall be eligible for membership in the Union.

5.3 Non-Union Members.

Nothing in this Article is intended to waive the Union's right to decline representation of a nonunion member in the processing of a grievance in accordance with applicable law.

**ARTICLE 6
ABSENCE FROM DUTY FOR UNION BUSINESS**

6.1 Definitions.

For the purpose of this Article, Union Officials shall be defined as the President, Vice President, Secretary, and Treasurer or their Designee of the International Association of Fire Fighters, Local 2266.

6.2 Union Business.

Up to three (3) Officials in any one instance shall be granted time off without pay but without loss of benefits to attend off-duty IAFF conferences and to conduct other off and on duty Union business for which they are not paid by the City and as to on-duty activities which they are entitled to conduct under this Agreement; provided:

- A. A written request is submitted to Department Management at least seventy-two (72) hours prior to the time off period.
- B. Sufficient manpower is available in the shift to properly man the Department during the absence of the Union Official (s), as determined by management, and provided there would be no additional burden to the City.
- C. In an emergency, an oral request may be made directly to the Fire Chief, or his designee, for verbal approval, provided a written request is submitted within twenty four (24) hours of the oral request.
- D. The City retains the right to cancel or deny time off when a civil emergency condition exists and such time off from regular assignment would create a danger to public safety.
- E. Subject to applicable law, Union officials shall not be eligible for workers' compensation benefits, or other associated benefits which would ordinarily be connected with an on duty injury, in the event of an injury sustained during any time off for Union business.

- F. Absence from duty for Union business shall not be in excess of three (3) consecutive scheduled work shifts.
- G. For the purpose of this Article, vacation time schedules shall take priority over requests for time off for Union business.

The Union shall have the sole responsibility of determining when pool time will be paid for Union activities when the employee is not paid by the City.

6.3 Other Union Business.

The Chief may agree that activities of Union officials other than as provided in Article 9, will not result in a loss of pay if he determines the absence from duty will not affect efficient operations.

6.4 Union Pool and Trade Time.

- A. Union members shall contribute six (6) hours annually of vacation leave towards a pool of time which may be drawn upon at the discretion of the Union. Donations of vacation time to this pool must be in increments of six (6) hours and processed in writing upon Union forms. Transfers by the City will be made upon receipt of Appendix 3, executed by the employee. The Union will notify the Chief, or his designee, as to disbursement of Union pool time.
- B. In lieu of the use of the Union Pool Time, a member and/or an alternate member may agree to fill-in for the Union Official for the full period of time off for Union business, provided submission of the proper Union form, and:
 - 1. The Union Pool Time Fund contains enough time to cover the total overtime and benefit costs the City would incur should the City have to call in another member to fill-in for the Union Official.
 - 2. The person agreeing to fill-in shall not receive any salary for the fill-in period but shall be covered by all applicable benefits in case of injury.
 - 3. The exchange of time is limited to the time necessary to conduct Union business.
 - 4. If the member or alternate member agreeing to fill-in is sick during the time period, the Union Pool time fund shall automatically reimburse the total overtime and benefit costs which the City incurs.
- C. The Union shall provide the City with an accounting of pool time on or before October 15 of each year.

ARTICLE 7
CHECKOFF

7.1 Written Authorization.

Members covered by this Agreement may authorize the City, in writing, to deduct Union dues from their pay and six (6) hours of vacation. Said authorization shall be on a form that meets the requirements of law which shall be supplied by the Union.

7.2 Continuation.

Members participating in the dues payroll deduction program may continue to do so as long as the Union remains the certified bargaining agent for the members.

7.3 Amount.

The Union shall certify in writing to the City any change in Union dues to be deducted from the wages of members who have authorized such deductions. This request by the Union shall be submitted at least one (1) month in advance of the effective date of any changes.

7.4 Remittance of Dues.

Union dues shall be deducted by the City every pay period [twenty-six (26) times annually) and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) calendar days thereafter.

7.5 Hold Harmless.

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City on account of the payroll deductions. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

7.6 Revocation.

The member will provide both the City and the Union with a thirty (30) day notice prior to any and all Union dues revocation. The payroll deduction shall be revocable by the member notifying the City and the IAFF in writing.

ARTICLE 8 REPRESENTATION

8.1 Stewards.

There may be one (1) Union steward for each fire station for each shift.

8.2 Grievance Committee.

The City agrees to recognize a Union grievance committee, which shall consist of not more than three (3) members of the bargaining unit.

8.3 Committee Members.

The names of the grievance committee members shall be given in writing to the Fire Chief, or his/her designee, as well as any change in such list prior to the effective date of their assuming duties of office. Such notification shall be made by any officer of the Union.

8.4 Solicitation by Union.

Solicitation of membership and the collection of Union money shall not be engaged in during duty hours.

8.5 Solicitation for Charities.

Solicitation for recognized charitable organizations may be conducted during duty hours with prior written approval of the City.

8.6 Use of Department Meeting Room.

Requests for use of the Fire Department meeting room shall be made in writing to the Fire Chief at least twenty-four (24) hours prior to the requested meeting date.

8.7 Copies.

A copy of a special order, general order, training order, SOP or City PRR, affecting union members, shall be made available to the Union.

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

9.1 General.

A. The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City and employee, or group of members, involving the interpretation or application of this Agreement, including disciplinary action. If the dispute involves the interpretation or application of this Agreement, an employee shall have the option of utilizing the grievance procedures contained in the PRR or the

grievance procedure established under this Article. In no case shall the employee use both procedures.

- A. A grievance is defined as a claim of a misinterpretation, misapplication or violation of the specific terms of this Agreement.
- C. A grievance may be submitted under this procedure by one (1) or more aggrieved members, or by the Union as a general or class grievance when the matter being grieved involves issues common to more than one employee. A Union general grievance shall be initially submitted at Step Two to the Chief within seven (7) calendar days of the occurrence of the matter from which the grievance arose.
 - . A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by the City or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the City at each step shall entitle the employee or Union to advance the grievance to the next step. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the City from orally discussing and resolving the grievance.
- F. A grievant may be accompanied by a Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.
- G. Time spent by members and Union representatives in processing grievances on City property through Step 3 while on duty, shall not result in a loss of wages or benefits, provided they shall conduct themselves at all times so as to not interfere with their work, the work of other members or the operations of the Department, and they shall obtain permission from their immediate supervisor when they are going to be away from their work station for more than ten (10) minutes.
 - . Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Chief or City Manager.

9.2 Grievance Procedure.

- A. Step One - The aggrieved employee, with or without representation, or the Union shall submit a written grievance to his immediate supervisor within seven (7) calendar days after the occurrence of the matter from which the grievance arose. The written grievance at this step, and all steps hereafter, shall contain the following information:
 - 1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.
 - 2. The article (and section as appropriate) of this Agreement alleged to have been violated.
 - 3. The action, remedy or solution requested by the employee.

4. The signature of the aggrieved employee, or the Union representative in case of class grievances.
5. The date submitted.

The immediate supervisor shall meet with the grievant within seven (7) calendar days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within seven (7) calendar days after the meeting, the immediate supervisor shall give his answer in writing to the grievant.

- B. Step Two - If the grievance is not resolved at Step One, the aggrieved employee may submit a written appeal to the Chief within seven (7) calendar days after receipt of the immediate supervisor's written answer.

Within seven (7) calendar days after receipt of the written appeal, the Chief will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within seven (7) calendar days after this meeting, the Chief shall give his written decision to the grievant.

- C. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee may submit a written appeal to the City Manager within seven (7) calendar days after the Chief's, or his designee's, written answer. The City Manager shall meet with the aggrieved employee, and/or the Union representative, and the Chief within seven (7) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) calendar days after this meeting, the City Manager shall give his written answer to the grievant and/or the Union representative.

Verbal warnings and written warnings are subject to the grievance procedure only through Step Three, City Manager, and not subject to arbitration.

9.3 Arbitration Referral.

- A. If the grievance is not resolved at Step Three, the Union may, within fourteen (14) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager. Employees shall not be entitled to arbitrate grievances unless the Union refuses to arbitrate an employee's grievance solely because the employee is not a Union member in which event the employee shall be entitled to arbitrate under the same conditions and financial obligations as the Union.
- B. Within five (5) calendar days after the date of receipt of the arbitration request, the Union and the City Manager shall meet or confer by phone for the purpose of attempting to jointly select an arbitrator.
- C. If the parties fail to mutually agree upon an arbitrator, within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Union. All arbitrators must reside in Florida or agree to charge travel expenses as if they resided in Tampa, Florida. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.

- D. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance under Section 9.2(A)
- E. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the City.
- F. The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
- G. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- H. The arbitrator shall be requested to render his decision as quickly as possible, but not later than thirty (30) calendar days after the hearing. The City will not incur any back pay or financial liability after thirty (30) days following the close of the arbitration hearing unless the City has agreed to extend the time limit for the arbitrator's decision.
- I. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- J. Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event not later than fifteen (15) calendar days after receipt of the arbitrator's decision, unless either party appeals.

9.4 Limitations.

Claims of a violation of any law, including those referred to in Articles 5, 13 and Section 10.1, shall be subject to the grievance procedure but shall not be subject to arbitration without the written consent of both the Union and the City.

ARTICLE 10
MEMBER RIGHTS

10.1 Firefighter Bill of Rights.

The City shall comply with "The Firefighters Bill of Rights".

10.2 Resignation.

A member under investigation shall not be told that if he does not resign from the department criminal charges will be brought against him.

10.3 Discipline.

No member shall be disciplined or discharged without just cause.

10.4 Inspection and Copying.

All members shall have the right to inspect and make copies of their personnel records.

10.5 Adverse Action.

No adverse action shall be taken against a member because he exercises rights provided in this Article.

10.6 Decision.

All investigations or hearings shall result in a decision.

10.7 Relieved From Duty.

Employees relieved from duty for alleged violations of the law and/or departmental rules shall remain on full salary and allowances until such time as the charges have been verified by the Chief as proper charges of sufficient seriousness and with supporting evidence which should cause the employee to be placed in a leave without pay status.

ARTICLE 11 BULLETIN BOARDS

11.1 Location and Size.

At each fire station a Union bulletin board may be erected and maintained by Union Officials. The bulletin boards shall not exceed eight (8) square feet in area and shall be rectangular. Each bulletin board shall be located in the lounge area. The bulletins may be used only for posting:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of elections.
- C. Notices of Union appointments and other official business.
- D. Notices of Union meetings.

11.2 Signing.

All notices posted shall be signed by a Union Official as defined in Article 6.1 of this Agreement.

11.3 Filing with Chief.

Duplicate copies of all notices posted shall be submitted to the Fire Chief for his/her file. Any material found on the Union bulletin boards not on file with the Fire Chief or not signed by a member of the Union executive board shall be removed by any Fire Department officer.

11.4 Condition and Costs.

All costs incident to preparing and posting Union notices and maintaining Union bulletin boards will be borne by the Union. The Union is responsible for maintaining the Union bulletin boards in an orderly condition.

ARTICLE 12
BEREAVEMENT LEAVE

12.1 Paid Leave.

Members covered by this Agreement shall be granted, upon approval of the City, up to twenty-four (24) consecutive work hours off with pay at the straight time rate in the event of a death in the member's immediate family for attendance at the funeral. For out-of-state funerals, the member will be granted additional leave with pay for attendance at the funeral for up to a maximum of twenty-four (24) hours.

12.2 Member's Immediate Family.

For the purpose of this Article, the member's immediate family shall be defined as spouse, children, parent, brother, sister, in-laws (father, mother, brother, sister, son or daughter only), any relative living in the same household, stepparent, stepchild, step brother or sister, grandmother, grandfather, grandchild, and legal guardian.

12.3 Charging.

Bereavement leave shall not be charged to vacation or to sick leave, except as specifically provided in Section 12.4.

12.4 Additional Time.

Should a member require time in addition to that provided in Section 12.1 of this Article, the member may request additional time from the Fire Chief, or his/her designee. Upon approval by the Chief, any additional time used shall be charged to vacation time or sick leave, provided the member has accrued sufficient time, otherwise the member shall be considered in a leave without pay status.

12.5 Requirements for Pay.

If requested, the member shall provide the Fire Chief with proof of death in his/her immediate family and that he attended the funeral or matters associated with the death before compensation is approved.

**ARTICLE 13
MILITARY LEAVE**

A military leave of absence will be provided to members who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. In order to be eligible for military leave, advance notice of the need for leave is required, unless military service necessity prevents such notice or it is otherwise impossible.

**ARTICLE 14
COURT ATTENDANCE AND DEPOSITIONS**

14.1 Witness Leave for the City.

Subject to Article 9, members who appear as witnesses on behalf of the City or who are subpoenaed as a witness in a matter which involves City business in which the City is not a party in any judicial or administrative proceeding, including deposition, or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time.

14.2 Other Court-Related Leave.

- A. Subject to 14.1 above, those members who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay unless they request and are approved for vacation or personal days under Section 16.
- B. Unless they are parties in the action, members subpoenaed by the Florida State Attorney's Office as witnesses for the State shall receive their normal pay less any witness fees received from the State under the same conditions as applied to jury duty under Section 14.3(A)-(D).

14.3 Jury Leave.

For members called to jury duty, the City shall make up the difference between a regular full-time member's pay for his normal schedule provided the member:

- A. Advises the Chief no later than three (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- A. Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled work day or shift unless he gets permission from the Chief, or his designee, not to return.
- A. Provides the City with a copy of his check for jury pay.
- D. A member who attends court or serves jury duty under the conditions described in paragraph 14.1 above while on vacation leave shall be allowed to reinstate vacation hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

14.4

Return to Work.

Members who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released.

14.5 Reporting.

A member subpoenaed to attend court, give a deposition, attend any administrative hearing, or serve jury duty shall promptly notify his immediate supervisor so that arrangements can be made for his absence.

**ARTICLE 15
SICK LEAVE**

15.1 Sick Leave Accrual and Conditions.

A. Sick leave with pay shall be accrued by all regular full-time members and will be subject to the following conditions:

1. Probationary employees may be granted sick leave with pay, up to the amount accrued.
2. Members on a Section 7(k) schedule can accrue no more than twelve hundred (1200) hours.
3. Members on a Section 7(k) schedule shall be eligible to accrue twelve (12) hours of paid sick leave each month.
3. The member must be on active status.
3. Members making a departmental transfer will retain unused sick leave which, where applicable, shall be converted up or down based on the regular schedule of the job to which he is transferred. (E.g., from 40 hour to 56 hour schedule, multiply by 1.4; from 56 hour to 40 hour schedule, divide by 1.4).

B. In order to be granted sick leave with pay, a member must meet the following conditions:

1. Notify the immediate supervisor not later than one (1) hour prior to the beginning of the scheduled workday of the reason for such member's absence. This procedure shall be followed for each day the member is unable to work, unless prior approval by the Chief, or his designee has been given.
2. If required, submit a written request to the Chief for such sick leave on the form and in the manner prescribed, and submit, if requested by the Chief or City Manager, a medical certificate signed by a physician satisfactory to the City stating the kind and nature of the sickness or injury of the member and describing the period of absence from work that will be necessary. Medical certifications may be required when the Chief determines a member may be abusing sick leave. Upon request by the City, the member must provide a written release from the physician stating that the member is again able to perform the duties of their position before returning to work.

15.2 Charging.

In computing sick leave taken, members shall be charged one (1) hour sick leave for each hour not worked because of illness. Partial hours will not be charged for less than one-half (1/2) hour.

15.3 Use.

A. Paid sick leave may be used provided it is approved for the following purposes:

1. Bona fide sickness, injury or disability, off the job.
2. Medical, dental, optical or chiropractic examination or treatment which cannot be scheduled during non-duty hours.
2. Illness of a member of the employee's immediate family which requires the personal care or attention of the employee, or the death of a member of the employee's immediate family as defined under the FMLA.
2. An unpaid leave under the FMLA.
2. Quarantine due to exposure to contagious disease not covered by workers compensation.

B. Use of sick leave for any purpose not specified above may be considered misconduct and result in disciplinary action.

15.4 Extended Unpaid Medical Leave.

- A. When paid sick leave and accrued vacation leave are exhausted for absence due to bona fide sickness, disability or injury, the member may be given extended medical leave without pay for up to six (6) months. However, no benefits such as holidays, vacations, emergency leave and paid sick leave accrue during such unpaid leaves unless the leave is FMLA.
- B. The City retains the right to require the member to submit to another medical examination by a doctor of the City's choice at the City's expense to verify the member's inability to work.
- C. The member shall be required to return to work not later than the last day of the leave granted, unless prior to that time, the member has obtained permission from the City Manager to extend the medical leave or has applied for and been granted additional time off as allowed by these rules.
- D. The member may continue his group medical plan insurance during such absence provided the member pays the full premium by the time each month and in the manner required by the City. For continuation of insurance during FMLA leave, see PRR Section 19.06.

15.5 Sick Leave Payout.

A. Upon voluntary separation of employment an employee shall receive payment for sick leave time according to the following schedule provided all of the following conditions have been met (Ref. Resolution 86-30):

Years of Service	% of Sick Leave Accrual Payment
0-9 years	0%
10-14 years	30%
15-19 years	40%
20 or more years	50%

1. The employee shall have been a full-time employee of the City of St. Pete Beach for at least ten (10) years.
2. The ten (10) years' service of the employee shall have been consecutive and uninterrupted up to the time of his/her separation from City employment, with the exception of time spent in military service, provided the employee has returned to City service as provided by applicable law.

B. There shall be no payout of accumulated sick leave for employees who are involuntarily terminated.

15.6 Sick Leave Award.

In an effort to encourage use of paid sick leave only when absolutely necessary and as an incentive for good attendance, all full-time employees shall be eligible for additional vacation leave or pay at their straight time rate at the time of the award.

The award, if any will be based on the member's use of sick leave during the prior anniversary year based on the schedule below.

<u>Sick Leave Used</u>	<u>Sick Leave Award Time Pay Hours Awarded</u>
None	44.8

[to be completed]

For each sick hour or one-half (1/2) hour used or portion thereof, the sick award shall be reduced by the amount used.

15.7 Light Duty.

A. If a member is released by his physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City Manager, or his designee, which the member is capable of performing in accordance with applicable law will result in termination of employment.

A. The member will be paid his normal hourly rate for light duty work; provided; members on a Section 7(k) schedule in the Fire Department who are assigned light duty on another schedule shall have their normal hourly rate multiplied by 1.40.

A. No sick leave will be charged for those hours worked while on light duty.

15.8 Catastrophic Illness Leave.

There shall be a catastrophic sick leave bank (CSLB) into which and from which participating members are eligible to draw in the case of catastrophic illness or injury once they have exhausted all accumulated sick and vacation leave as follows:

- A. The parties will continue to jointly administer the CSLB according to the following guidelines:
 1. Participation shall be established by members contributing twenty-four (24) hours of their sick leave to the CSLB. Members may voluntarily contribute more sick leave than the amount described herein. Additional contributions to the CSLB may be made as provided in Section 16.2(B).
 2. Participants must have been continuously employed as a member one (1) year and have at least ninety-six (96) hours of accumulated sick leave and have authorized the City in writing to transfer their contribution. Such authorizations shall remain effective until withdrawn by written notice to the City Finance Director and the Union.
 3. The City will transfer the contributions to the CSLB.
 4. Days contributed become property of the CSLB and cannot be refunded.
- B. A committee of three (3) members of the bargaining unit appointed by the elected officials of Local 2266, IAFF, shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the committee which shall have final authority.
- C. Participants may withdraw from the bank according to the following procedures:
 1. The participant be certified to be suffering from a personal debilitating illness or injury has used all personal paid sick leave and fifty-six (56) hours of accumulated vacation leave.
 2. Maximum withdrawal(s) for any one (1) illness, injury, or complications arising thereof, shall be three hundred, thirty-six (336) hours. The maximum withdrawal(s) may be increased by mutual agreement between the City and the Union. Withdrawals shall be granted in increments of fifty-six (56) hours. Consecutive applications must comply with the provisions of C(1) above.
 3. Allocations shall be determined by the committee upon written applications accompanied by a doctor's certificate of incapacity to return to work.
 4. Days used from the bank may not result in double compensation when combined with other benefits such as workers compensation.
 5. The Committee shall develop such additional rules, restrictions and procedures as necessary to efficiently administer the program and prevent abuse.
2. Subject to the provisions of this Article, the City shall disburse withdrawals approved in writing by the Committee at the participant's regular straight time rate of pay.
- A. There shall be no contribution to the CSLB which shall cause the CSLB to exceed three thousand (3,000) hours, provided employees not in the CSLB can make the minimum contribution as

provided in Section 15.8(A)(1) in order to become members of the CSLB; provided further the excess hours over 3,000 on October 1, 2003, shall remain in the CSLB until utilized.

15.9 Maternity Leave.

- A. Maternity leave is a period of approved absence for incapacitation related to pregnancy and follows the specified rules outlined in the Family/Medical Leave Act.
- B. The time when a pregnant woman should leave or return to work will be determined on an individual basis and will depend on the physical condition of the particular employee and the nature of the employee's job.
 - 1. An employee will be permitted to continue to work as long as the conditions of the pregnancy do not adversely impair the employee's work performance or health. The judgment of the Department Director and the City Manager concerning the beginning of maternity leave shall be based on the written medical opinion of the employee's physician, the nature of the job and/or the employee's ability to perform essential tasks.
 - 2. The date an employee shall return to work following maternity leave may be based on a medical statement from a certified physician stating that the employee is able to perform the essential tasks of the employee's position. It shall be the responsibility of the employee to obtain and submit the physician's medical statement.

15.10 Sick Leave Payment at Death

In the event of the employee's death, the amount of sick leave to which the employee would be entitled under 15.5 above will be paid to the employee's beneficiary or estate, in the absence of a designated beneficiary.

**ARTICLE 16
VACATIONS**

16.1 Eligibility and Accrual.

All employees who are eligible to accrue vacation leave are eligible to use such leave after six (6) months of employment, or reemployment, with the City. Vacation leave begins to accrue on the day a person begins their employment with the City.

Vacation leave for full-time regular employees is accrued in increments based on years of continuous service.

<u>Years of Service</u>	<u>Annual Accrual</u>
	<u>Fifty-six (56) Hour Week</u>
0 - 4 Years	112 Hours
5 - 9 Years	168 Hours
10-14 Years	212.80 Hours
15-19 Years	224 hours
20 Years of more	11.2 hours per year additional to a maximum of 56 hours. (Total 280)

16.2 Accumulation/Cash Out.

A. Employees may accumulate vacation time up to the following maximum hours and must take the following minimum hours as vacation each calendar year.

YEARS OF CONTINUOUS SERVICE	MAXIMUM HOURS ACCUMULATION	MINIMUM VACATION HOURS
Less than 15 years	392	56
15 or more years	564	56

A. Employees who as of December 31 have accrued more than the maximum and have taken the minimums set forth in (A) above, will be paid for or can donate to the catastrophic leave or Union pool bank up to one-hundred twelve (112) hours and any excess hours over one hundred twelve (112) hours shall be lost.

16.3 Conditions on Use.

The use of vacation leave is subject to the following conditions:

- A. 1. Application for vacation leave shall be made in writing on forms provided for that purpose and approved in advance of use by the Chief. In emergency cases, the Chief may waive this requirement.
2. Vacation must be approved in writing by the Chief at least the shift before being taken, provided, however, under unusual circumstances the shift notice may be waived at the discretion of the Chief. Normally, vacation days will be used consecutively.
3. The nature of a member's job may require the Chief to restrict the scheduling of vacations or to modify the guidelines related to the maximum/minimum number of days that can be taken. Any exceptions to the guidelines must be approved in advance by the City Manager.

- B. No member shall be given vacation with pay in excess of the accumulated annual leave balance.
- C. Subject to applicable law, vacation leave may not be earned while a member is on a leave of absence without pay, suspension or other non-pay status.
- D. Vacation checks may be paid in advance, provided the appropriate request for advance payment procedures are followed and the request is approved.

16.4 Pay in Lieu of Time.

Subject to 16.2 above and 16.6 below, payment of vacation time in lieu of actually taking vacation will not be permitted.

16.5 Use of Vacation.

- A. Vacation time may be taken only in not less than one-half (1/2) hour increments.
- B. A member may not take more than one hundred twelve (112) consecutive hours of vacation in a calendar year unless approved by the City Manager.
- C. Subject to Section 16.3, accrued vacation may be used with prior approval of the Chief for the following purposes:
 - 1. Approved vacation.
 - 1. Absences for transacting personal business which cannot be conducted during off duty hours.
 - 1. Religious holidays other than those designated by the City Commission as official holidays.
 - 1. For uncompensated approved absences due to medical or dental or optical reasons once paid medical leave has been exhausted.
 - 1. Any approved uncompensated leave of absence, including leaves under the FMLA.
 - 1. For approved bereavement leave beyond that paid under Section 18.
 - 1. Members who become sick on vacation leave may use medical leave for such period of illness (full days only), but may be required to present a doctor's certificate and will be given another vacation day or pay at the option of the City. Such time will be charged to sick leave. The use of sick leave does not alter the planned date of return to work as approved before the leave.
- D. Vacation pay may be used to supplement unpaid military leave; up to fifty-six (56) times the employee's straight time hourly rate of pay or times the number of hours in their regular schedule, whichever is less.

16.6 Payoff of Unused Vacation Hours.

- A. Members shall be paid accrued but unused vacation pay upon cessation of their employment.

A. In no event, will a member be allowed to take vacation in conjunction with termination, i.e., to extend the termination date.

A. In the event of a member's death, his beneficiary or estate, in the absence of a designated beneficiary, shall be paid for accrued vacation.

16.7 Scheduling of Vacation.

The Chief shall make reasonable efforts to comply with the desires of members consistent with the requirements of the operations of the Department to give preference by classification to the most senior members in scheduling vacation requests.

ARTICLE 17 HOLIDAYS

17.1 Holidays.

Subject to 17.2 below, Holidays recognized by the City under the PRR are normal work days and thus are not compensated.

17.2 Personal Leave Day.

Members will be entitled to one (1) paid Personal Leave Day each FY, provided, they have been employed six (6) consecutive months. The Personal Leave Day shall be treated procedurally in the same manner as vacation requests (they must be in writing and approved by the City). Should the member not be able to take the Personal Leave Day during the contractual year because of scheduling by the City, they will be paid twenty-four (24) hours pay at their straight time rate, at the end of the contract year, otherwise Personal Leave Days not taken by the end of the FY shall be lost.

17.3 Birthday.

Members shall receive twenty-four (24) hours vacation added to their vacation accumulation for the pay period in which their birthday falls.

17.4 Special Holidays.

A. Members covered by this Labor Agreement shall also enjoy all special holidays that are observed by the Employer during the term of this Agreement. Special Holidays are defined as non-regularly scheduled holidays established through City Commission action to commemorate a special event or occasion not regularly provided in other Employer documents.

B. Any special holidays granted per Section 17.4 A shall be compensated monetarily for fifty-six (56) hour workweek members at eleven point two (11.2) hours regular pay.

ARTICLE 18
GENERAL LEAVE WITHOUT PAY

18.1 Leave of Absence Without Pay Except FMLA Leave.

For leaves without pay, except FMLA leave, or as otherwise provided in this Agreement, the following shall apply:

- A. A regular full-time employee may be granted leave of absence without pay for a period not to exceed one (1) year (inclusive of FMLA leave) for sickness, disability or other reasons considered by the City to be in its best interest. Such leave shall require the prior approval of the Chief and the City Manager.

- A. If for any reason the leave of absence without pay is granted, such leave may subsequently be withdrawn and the employee recalled to service if determined to be operationally necessary by the City.

- A. All members on leave of absence without pay are subject to these rules.
 - 1. Subject to applicable law, leave without pay shall be granted only when the City determines it will not adversely affect the interests of the City.

 - 1. Failure of a member to return to work upon expiration of approved leave shall result in termination from the City, absent any unforeseen circumstances as determined by the City Manager.

 - 1. A member granted a leave of absence without pay, and who wishes to return before the leave period has expired, must make a request to return early to the Chief as soon as possible to discuss the possible return to work.

 - 1. No sick leave, vacation leave, or holiday pay will be accrued or earned by a member for the time that the member is on leave without pay.

 - 1. A member who obtains employment elsewhere, while on authorized leave of absence without pay, will be terminated by the City unless approval has been obtained in advance from the Chief and City Manager.

- D. A member returning from a leave of absence without pay shall be entitled to employment in the same department and position as when the leave began, providing an opening exists. If no vacancies exist, the member may be offered a lesser position for which he is considered by the City to be qualified. If no such vacancies exist at the time, the member may be terminated or the leave extended at the option of the City.

18.2 Effect of Leaves on Insurance Coverage.

- A. Compensable Leave. The City shall continue the employee's group life and hospitalization insurance during compensable leave of absence provided the employee pays his share of the premium.

- A. Workers' Compensation. The City shall continue the employee's group life, dental and hospitalization insurance during an unpaid leave of absence due to a valid workers' compensation injury or illness, provided the employee pays his share of the premium, if applicable. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for all premiums paid in his behalf during the injury. Failure to repay the City such premium upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect the premiums by any means allowed by law.
- A. Other Non-Compensable Leave. If an employee is on an unpaid leave of any type other than FMLA leave, including sick leave covered by Article 15, he shall be responsible to pay the full premium for group life and hospitalization insurance beginning the month in which the leave began. The employee shall be entitled to continue coverage for the period of the leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.

ARTICLE 19 GENERAL PROVISIONS

19.1 Residency.

Members covered by this Agreement may reside wherever they wish provided it does not adversely affect their ability to report to work as scheduled and on time.

19.2 Prevailing Rights.

- A. Members covered by this Agreement are entitled to the benefits and rights of and subject to the responsibilities of the Personnel Manual of the City which are not covered in this Agreement. Disputes under the PRR, except for disciplinary matters, shall be resolved under Section 13 of the PRR and not under Article 9 of this Agreement. If any conflicts occur between this Agreement and the City PRR, this Agreement shall take precedence. All rights, privileges and working conditions enjoyed by the members at the present time, which are not included or addressed in this Agreement shall be presumed to be reasonable and proper and shall not be changed arbitrarily or capriciously which shall mean without any reasonable business or operational reason.
- B. The City has the right to adopt and to change General Orders and Departmental Regulations which are not in violation of any specific provision of this Agreement and to enforce same. At the time of drafting of General Orders or amendments to General Orders, written input shall be requested from the Union and any input given by the Union shall remain as an attachment to the proposed General Order until adoption by the City.
- C. Members shall be furnished with a copy of any written reprimand, which they shall be required to sign. Signature of the reprimand shall serve as acknowledgment of receipt only and shall not constitute acceptance of the disciplinary action.
- D. The Union shall be allowed consultation privileges in the establishment of criteria upon which merit increases and bonus awards are granted.
- E. At the City's option, members covered by this Collective Bargaining Agreement shall be entitled to enjoy the benefits resulting from participation in special member programs that are observed by

the City during the term of this Agreement. Special member participation programs shall be defined as infrequent or sporadic public service activities, for example: donations of blood to blood banks, nonprofit fund raising affairs, etc.

19.3 Appendices and Amendments.

No appendices and/or amendments can be made to this Agreement unless they are lettered, dated and signed by the Union and the City.

19.4 Printing of Agreement.

- A. The City agrees to provide a copy of this Agreement for each member of the Union within thirty (30) calendar days after commission ratification at no charge to the Union.
- B. The City will furnish a copy of this Agreement for each fire station at no cost to the Union.
- C. The City agrees to provide additional copies of this Agreement to the Union upon written request and the Union agrees to reimburse the City for the additional copies at five (5¢) cents per page, per copy.

19.5 Workers' Compensation.

- A. The City will pay regular full-time members on leave as a result of a valid injury or illness as an employee of the City which is covered by the Workers' Compensation Law for the first twelve (12) months at their regular hourly rate for their regular straight time schedule, provided they sign over to the City checks for lost wages received from the workers' comp insurance carrier. After the first twelve (12) months, if the member remains on workers' compensation, the member may use accumulated but unused vacation and sick leave to supplement workers' compensation subject to limitations set forth in this Agreement.
- B. Injury or compensable illness shall be determined to have been incurred while on duty with the City only if such injury is a compensable injury under Florida's Workers' Compensation Law.
- C. Length of disability shall be determined by the City's physician in accordance with the Workers' Compensation Law. Additional payments made by the City during the twelve (12) month period shall not be charged against any leave time which the member may have accrued.
- D. Sick and vacation accrual shall continue for a maximum of twelve (12) months for members who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness.
- E. If the member's claim is later determined by law to be invalid, the member shall reimburse the City for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued vacation or sick leave used to supplement workers' compensation. Failure to repay the City upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect by any means allowed by law.

19.6 Uniforms.

All uniforms, T-shirts, safety shoes, protective clothing and devices (i.e., helmets, face protection, etc.) required by the City to be worn on duty by members covered by this Agreement shall be furnished without cost to the members by the City. However, if the member loses or abuses any of the furnished clothing or equipment, the costs for replacement of such shall be borne by the member. Shorts are to be worn according to Fire Department Policy.

19.7 Indemnification.

To the extent allowed by applicable law, the City shall provide a defense in all suits against members covered by this Agreement and protect said members from any liability as long as they are acting within the scope and authority of their employment.

19.8 Damaged Personal Property.

- A. Prescription eyeglasses, contact lenses, hearing aids, and watches of members that are lost, damaged or destroyed in the line of duty, except through member negligence, shall be replaced or repaired at the City's expense subject to the following restrictions. The City shall not be held responsible for any other personal property, which is lost, damaged or destroyed in the line of duty.
1. The maximum reimbursement for prescription eyeglasses, contact lenses and hearing aids shall be the cost of replacing the precise item with one of equal quality or two hundred fifty dollars (\$250.00), whichever is less.
 2. The maximum reimbursement for watches shall be the cost of replacing the item with one of equal quality or one hundred fifty dollars (\$150.00), whichever is less.
 3. Requests for reimbursement for the lost or damaged personal property shall be made in writing to the member's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
 4. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
 5. Reimbursement for lost or damaged personal property must be approved by the City.

19.9 Outside Employment.

- A. Members will not engage in outside employment which may in any way hinder the proper performance of their public employment duties or impair the efficiency of the Fire Department as determined by the City.
- B. No member shall engage in outside employment with, render services for, any person or business transacting business with any agency or department of the City without approval of the Chief.
- C. Members who engage in secondary employment shall do so only with approval of the Chief and the understanding and acceptance that their primary duty obligation and responsibilities are to the City. Members who engage in secondary employment will provide a source of telephone communications with the place of off-duty employment, and such information shall be kept current at all times.

- D. All members are subject to call at any time for emergencies for mandatory overtime duty, and no secondary employment may interfere with this obligation. Members may be subject to disciplinary action under this section if they fail to report for emergency or overtime duty after being ordered to do so.
- E. The City may require proof of workers' compensation coverage by the outside employer when the employee works for an employer other than himself. A member shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.
- F. Members may not work at outside employment while on an unpaid leave of absence from the City, except with the authorization of the Chief.
- F. Members who are injured while working another job or jobs are required to notify the Chief, or his designee, immediately.

19.10 Letters of Recommendation.

- A. The members and/or the Union shall not make comments to prospective employers of members who have retired from or otherwise terminated employment with the City . All communication with prospective employers of such-members shall be by City Manager, or his designee.
- B. The City agrees that a member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.

19.11 Ordinances.

The City shall notify the Union of any ordinance to be enacted by the City prior to its adoption if such ordinance may affect the working conditions, benefits or retirement of the members.

19.12 Group Insurance and Carousel Benefit Program.

A. Group Insurance

1. Health Insurance. The Employer shall provide health insurance selected by the Employer to include dependent coverage at the option of the employee. In the event that more than one (1) plan is offered, the Employer shall pay the individual premium cost for the lowest plan offered.
2. Dependent Coverage. The employee shall have the choice of plans offered by the Employer and shall be responsible for the premium cost for dependent coverage not paid by the Employer.
3. Life Insurance. The Employer will provide life insurance coverage for employees in the amount of fifteen thousand dollars (\$15,000.00) or to the nearest five hundred dollars (\$500.00) of the employee's annual base salary, whichever is less. This coverage will be in addition to any life insurance required by state law, if any, for a particular classification or group of employees.
4. Retirees. Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Plan for himself and his

dependents at his own cost under conditions acceptable to the City as to payment, subject to the terms of the Plan and applicable law.

B. Carousel Benefits Program

1. A member may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the member is covered by another health plan.
1. A member wishing to opt out of the City Group Medical Insurance Plan shall complete the forms and supply proof of other coverage with the Personnel Office.
1. If approved by the City, the member will be paid the same as other City employees who opt out in lieu of Group Medical Insurance coverage for those weeks he would have been covered by the City plan but for his opt out.
1. The member may utilize the amount received as he wishes, including participating in voluntary benefit plans offered by the City.
1. It is the obligation of the member to advise the City in writing immediately in the event the member no longer has other Group Medical Insurance or the plan on which the City allowing the opt out has changed.
1. The City reserves the right to withdraw its approval of a member's opt out at any time for failure to provide satisfactory proof of alternative coverage, and to change benefit options available to all City members.

19.13 Educational Reimbursement Program.

Section 26 – Educational Incentives and Benefits – of the City PRR is attached hereto and incorporated herein as a part of Appendix II.

19.14 Travel Pay.

When a member is ordered to report to another station after reporting to the member's regular duty station and the member used his/her personal vehicle to travel to the other station, the member shall be paid mileage in accordance with prevailing City standards for personal vehicle use for the actual miles traveled from the regularly assigned duty station to alternate duty station. Payment shall be made from petty cash or by check at the City's option.

19.15 Drugs and Alcohol.

- A. PRR Section 25 is attached hereto and made a part hereof as part of Appendix II.
- B. A member shall have the right to have a Union representative present at any meeting with management involving his possible violation of this Section 19.15 provided that no undue delay is caused.

19.16 Smoking and Use of Tobacco Products.

- A. The City agrees to hire only members who do not smoke or use tobacco products on or off-duty.

- B. Smoking or using any tobacco product, on or off duty, by any member hired after October 1, 1990 shall be grounds for immediate dismissal.
- C. This provision shall not apply to a member hired before October 1, 1990.
- D. Other than provided above, PRR Section 27.01 shall apply to members.

19.17 Section 457 Plan

Employees of the City shall be afforded the option of participating in an IRS qualified retirement program governed by the Internal Revenue Code 457 offered to other City employees, which shall include the IAFF Financial Corporation 457 Plan, provided it is and remains IRS qualified. Employees will be entitled to transfer 457 Plan assets to the plan of choice without penalty by the City. Any additional cost of this IAFF 457 Plan over and above the cost of the current plans shall be borne by the Union. Unless otherwise provided by applicable law, the City shall have no obligation under this IAFF 457 Plan other than to make employee contributions to the Plan from the employee's City earnings as allowed by law and as directed in writing by the employee.

ARTICLE 20 INOCULATION

The City agrees to pay reasonable expenses for inoculation or immunization shots for members and the member's immediate family residing in the member's household when such becomes necessary as a result of said member's exposure to contagious diseases in the line of duty. The member shall make all reasonable efforts to have this service performed at no cost by the County Health Department or other agency.

ARTICLE 21 SAFETY

21.1 Safety Committee.

A joint Safety Committee consisting of six (6) representatives from the Local 2266 (two (2) members from each shift) and designees from the Fire Chief. The committee will make recommendations to the Fire Chief on both health and safety issues. The committee will meet as often as needed to discuss issues for recommendation on how to maintain a safe and healthy work environment.

21.2 Recommendations.

The City shall make reasonable efforts to provide and maintain safe working conditions. To this end, the Union shall cooperate and encourage the members to work in a safe manner. The City shall receive and consider written recommendations with respect to safety matters from any member, the Safety Committee or the Union collectively and respond in writing within thirty (30) working days.

21.3 Equipment and Devices.

The City shall provide proper and necessary safety equipment and devices as deemed necessary by the City. Such equipment and devices, where provided, shall be used. Failure by members to utilize provided equipment or devices shall be subject to disciplinary measures.

21.4 Return of Uniforms and Equipment.

In the event a member leaves the employ of the department, the member shall return all uniforms and safety equipment to the department.

21.5 Reporting.

Members shall immediately report any and all unsafe or potentially unsafe conditions to the Chief, or his designee. After discussion with the Chief, the Safety Committee may report to the City Manager any condition it considers unsafe that has not been resolved in a reasonable time by the Chief.

ARTICLE 22
SENIORITY, LAYOFF AND RECALL

22.1 Definitions.

- A. City seniority shall be defined as the length of time since the member's most recent date of employment or re-employment with the City. City seniority shall be used for purposes of determining service awards and other matters based on length of continuous service with the City.
- B. Classification seniority shall be defined as length of continuous employment in a classification. Classification seniority shall be used in conjunction with job classification for purposes of layoff, recall and consideration for merit reviews and promotions.
- C. Departmental seniority shall be defined as length of continuous employment in the Fire Department. Departmental seniority shall be used for the purpose of scheduling vacations.
- D. Classification shall be defined as a group of members who share similar work duties as established by the City, i.e., Firefighter/EMT, Firefighter/Paramedic, Lieutenant/EMT, Lieutenant/Paramedic, etc.

22.2 Seniority Accrual.

Unless the law requires otherwise, seniority shall accrue during active pay status and during leaves without pay status, which do not exceed thirty (30) consecutive calendar days. Leaves of absence without pay for periods in excess of thirty (30) consecutive calendar days shall cause the seniority dates to be adjusted.

(EXAMPLE: If a member takes a leave of absence without pay for a six (6) month period and then returns to work, the member's seniority does not include the six (6) months period of leave without pay.)

22.3 Probation.

- A. All new members shall be placed on twelve (12) months probation in accordance with the following:
 - 1. Upon graduation from the Fire Academy, or
 - 2. From the date of hire if the new member has previously fulfilled the requirements of the State of Florida Firefighters Standards Council; or
 - 2. From the date of promotion if the member has been promoted or reclassified.
- B. Members on probation under A(1) and (2) above serve at the will and pleasure of the City.
- C. In the event a promotional appointee is found to be unable or unwilling to perform the duties of the position to which the member was promoted, the member shall be returned to the position and status held immediately before the promotion, if the position is vacant; or the member may be transferred to a vacancy within the same pay range subject to the approval of the Chief. If there are no vacancies, the member may seek to bump under Section 22.5 and if unable to do so will be dismissed but may be considered for any future vacancies for which the member is qualified.
- D. Extension of probation. Members out on leave, while on probation will have the probationary period extended, on a day-by-day basis equal to the amount of leave time taken. Members shall

not be removed from initial or promotional probation without the express, written approval by the Chief and City Manager.

22.4 Loss of Seniority.

Seniority shall be preserved except in the following cases:

- A. Separation from employment.
- B. Layoff exceeding twelve (12) months.
- C. Absence without authorized leave for two (2) work shift(s).
- D. Failure to report to the City the intention of returning to work within three (3) calendar days of receipt of certified mail of a recall offer notice.
- E. Failure to return from Military Leave within the time limits prescribed by law.

22.5 Layoff/Bumping.

- A. In the event of a layoff, the City shall notify the Union as far in advance as possible.
- B. There shall be three classifications under this section, being Firefighter/Paramedic, Firefighter/EMT and Lieutenant.
- B. In the event the City decides to lay off members within a classification, the Chief will determine the number to be laid off, and the City will first lay off those members employed on a probationary basis in the classification.
- B. If further layoffs are necessary, selection among regular full-time members in the classification shall be based upon their classification seniority, provided the Chief determines the senior employee is qualified and able to perform all of the work.
- B. The senior Lieutenant who would otherwise be laid off, depending on whether he is a Paramedic or an EMT, may bump the junior Firefighter/Paramedic or Firefighter/EMT over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- B. The senior Firefighter/Paramedic who would otherwise be laid off may bump the junior Firefighter/EMT employee over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- B. The employee who bumps into a lower classification under paragraphs (E) or (F) above shall be paid in the classification to which he bumps just as if he were demoted.

22.6 Recall.

- A. Subject to Section 22.7 below, members in layoff status shall retain re-employment rights for twelve (12) months and shall have preference to employment over other outside applicants on eligibility lists.

- B. Recall shall be by job classification in reverse order of layoff so long as the employee to be recalled is qualified to perform the job.
- C. Recall shall be made by certified mail to the last address in the City's records. Within three (3) calendar days of receipt, the laid off member must advise the City in writing of the intention of returning to work. Return will be arranged between the Chief and the member but must be within fourteen (14) calendar days of the member contact with the Chief unless the Chief agrees otherwise. If there is no response from the member within ten (10) calendar days from the date of mailing, the employee shall no longer have recall rights and shall be re-employed only at the option of the City.
- D. A laid off member who is temporarily unable to accept recall due to medical reasons, as certified by an attending physician, may request to be placed in a leave of absence without pay status for a period not to exceed thirty (30) calendar days.
- E. A member recalled within twelve (12) months of the layoff date shall keep the same seniority dates as had existed before the layoff.

22.7 Permanent Layoffs.

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectation to return to work. Such layoffs will be designated permanent and the members laid off shall not be eligible for recall.

- A. Full-time members who have completed their initial probationary period and who are scheduled to be permanently laid off for lack of work, funds or other reasons where there is no fault on the part of the member shall be eligible to receive severance pay as follows:
 - 1. One (1) week of pay at their straight time hourly rate or salary, whichever applies, less statutory deductions, for each full year of service as an employee of St. Pete Beach, capped at twelve (12) weeks.
 - 1. The member's last annual performance evaluation must be satisfactory or better and the member must be on active duty not on leave of absence or suspension without pay.
 - 1. The member must have unsuccessfully sought to bump, unless there is no job to which the member may bump covered under this Agreement.
 - 1. The member must execute a release of all claims, including the right to file a grievance under this Agreement, as well as any and all judicial and/or administrative claims.
- B. Members who have recall rights, may elect to retain recall rights in lieu of severance pay as provided in this Section.

ARTICLE 23
PROMOTIONS AND TRANSFERS

23.1 Promotion.

- A. The City shall establish and maintain promotional criteria upon which promotional examination shall be made. The Union shall be allowed consultation privileges in the establishment of such criteria. All promotions shall be based upon formal examination, which is to include both written and oral elements.
- B. Promotions shall be based upon the requirements of the job position to be filled and the qualifications of the persons under consideration. The City shall include at least the following qualities in the promotional criteria:
 - 1. Post high school education including fire service training courses.
 - 2. Administration, management or supervisory training or experience in the fire service or related field.
 - 3. Responsible experience in the fire service or related field.
 - 4. Performance evaluations.
 - 5. Be an employee of the Department for three (3) continuous years.
- C. All members with the minimum qualifications shall be eligible to take promotional examinations.
- D. The selection shall be made as follows:
 - 1. Written, oral and practical examinations shall be given by the Chief, or his designees.
 - 2. Notice of the examinations, a listing of the study materials, the minimum qualifications for taking the examinations, and the minimum qualifying score on the examinations, if any, shall be posted on the Departmental bulletin boards not less than sixty (60) days prior to the first examination in the series.
 - 2. The Chief shall select from among the five (5) candidates with the highest total scores on the examinations when a permanent vacancy arises.
 - 2. Members on the promotion list will be removed if they are disciplined by suspension without pay, or demotion.
 - 2. The list shall be valid for eighteen (18) months.
- E. A member who is promoted to a position in a higher grade shall receive an increase in pay. The new pay shall be at the pay step within the new pay grade, which is a minimum of five percent (5%) above the current pay step. Progression of the member from the current step to the next higher step in the pay plan shall continue in accordance with Section 25.3 of this Agreement on the individual member's anniversary date in the new classification.

- F. A member who receives a lateral transfer to a new position at the same grade level shall not be eligible for an increase in pay. The lateral transfer shall not affect the anniversary date in classification.
- G. A member who is demoted to a position in lower grade shall receive a decrease in pay to the step in the new classification necessary to reduce the member's pay by not less than five percent (5%). The new pay shall be frozen for two (2) calendar years following the demotion or until the new pay is equal to or less than the appropriate pay step for the new position wherein the member shall be entitled to progress from the demoted step to the next higher step in the pay plan in accordance with Section 25.3 of this Agreement.

23.2 Transfers.

- A. All members in this bargaining unit shall have the right to request a transfer to any vacant position.
- B. Except for promotions under Section 23.1, when a position is vacant in the Fire Department, members desiring transfers to that position must submit written transfer requests to their lieutenant prior to the position being advertised.
- C. All transfer requests must show present assignment, desired assignment and date of request. Transfer request will be kept on file for six (6) months and may be renewed if requested in writing by the member.
- D. Departmental seniority shall be considered when filling a position by transfer. Final authority for any transfer rests with the City.

ARTICLE 24
WORK WEEK AND OVERTIME

24.1 Hours Worked.

- A. Basic workweek schedules shall average fifty-six (56) hours on an annual basis which shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty.
- B. The workweek shall consist of seven (7) consecutive days, commencing on Monday at 12 o'clock midnight and ending the following Sunday at 11:59 PM.
- C. The work period shall be two hundred twelve (212) hours in a twenty-eight (28) day work cycle.
- D. Work hours include all time a member is required to be on duty or on the Employer's premises, or at a prescribed work place, provided time spent in attendance at educational courses, meetings or seminars shall not be considered work hours unless said educational time is mandatorily required by the Employer. Continuing education courses, attended for the purpose of maintaining state or county certification shall not be considered as work hours if the member has not availed himself/herself of the opportunity to attend such course while on duty. Administration reserves the right to consider special circumstances. Sick leave shall not be considered as actual hours worked nor be included in computation for overtime pay, except as outlined in Article 24.2E(4).

24.2 Overtime.

A. FLSA Outline

Members are paid overtime at one and one-half (1-1/2) their regular rate for all hours worked in excess of two hundred twelve (212) in the twenty-eight (28) day work period. For the purpose of determining eligibility for overtime only, hours actually worked ("sweat hours") and paid conference/training time will be considered as hours worked. No other time will be considered hours worked.

B. Premium Overtime

Members shall be paid at time and one-half (1-1/2) their regular rate for all hours in excess of their regular schedule in the seven (7) day work period. Actual hours worked ("sweat hours") and paid vacation, Kelly days, conference/training time and jury duty shall be considered only as hours worked in determining eligibility for overtime. No other time shall be considered as hours worked.

C. Regular Rate

The regular rate for members shall be calculated by dividing their base annual salary by 2912.

D. Duplication

There shall be no duplication or pyramiding of overtime or overtime and premium pay.

E. Overtime Call Back

1. As a means by which to compensate members for inconvenience resulting from an ordered return to work on an unexpected basis after completing a regularly assigned shift of work, not to be confused with being held over from one shift to the next; not to be associated or confused with monthly or planned department shift of work, not to be associated or confused with monthly or planned department shift/work schedule or anticipated additional work requirements, overtime pay shall be paid for the actual time worked plus the member shall receive one (1) hour bonus pay, provided the minimum pay per call back occurrence shall be equivalent to three (3) hours of the regular hourly pay, including the one (1) hour bonus pay.
2. A member shall not receive call back bonus pay for more than two (2) occurrences in a twenty-four (24) hour period. If the member is called back to work more than two (2) times in a twenty-four (24) hour period, the member shall be paid for the actual time worked from the beginning of working the first call back period to the end of working the last call back period.
3. A member who is called back either twenty (20) minutes prior to or twenty (20) minutes after the regularly scheduled shift shall not receive the call back bonus but shall receive the overtime pay.
4. Overtime paid at the rate one and one-half (1½) times normal pay rate shall be paid when a member is ordered back to duty due to the declaration of a natural disaster by the Mayor, Governor or U. S. President for all hours worked in excess of regularly scheduled work hours.
5. Overtime call back shall be done by using a rotating list, calling the first qualified member on the list to fill the needed position. If a member cannot be contacted, or declines the overtime, that member's name would remain in the same position on the list. If a member accepts the overtime, their name would be removed from the current list and added to the bottom of the list. In cases of an emergency, upon exhaustion of the list, the first member contacted is required to work the call back; otherwise, the member with the least job classification seniority who can be contacted in the classification called back will be required to work.

If the overtime position needed is less than ten (10) hours in a twenty-four (24) hour shift, the member accepting the overtime will have their name remain in the same position on the list.

If a member is required to work mandatory overtime, (i.e. held over from one shift to another or required to attend mandatory training, or assigned a special event), their name will remain in the same position on the list. For purposes of this Section only, mandatory overtime shall be paid at time and one half regardless of sick leave use during the pay week. A member who works mandatory overtime shall not be required to work more than one mandatory overtime in one (1) pay period.

24.3 Work Schedule of Shift Changes and Transfers.

It is the intent of this Agreement that the City shall not transfer members or make work schedule or shift changes unless it is necessary for the efficient or effective operation of the Fire Department. Whenever possible, transfers of work schedule or shift changes shall be announced ten (10) calendar days before the

change is to take place. Further, the City agrees to consider departmental seniority in developing of work schedule or shift changes whenever practical.

24.4 Exchange of Duty Time.

Upon approval by the Chief, or his designee , members may exchange on-duty time under the following conditions:

- A. There would be no additional burden or expense upon the City.
- B. The request shall be made in writing to the Fire Chief, or his designee.
- C. The exchange must be approved by the Fire Chief, or his designee, prior to the exchange.
- D. The exchange of time shall be limited to one (1) twenty-four (24) hour period.
- E. The member being relieved shall not be eligible for Workers' Compensation or other associated benefits, which would ordinarily be connected with an on-duty injury but shall be eligible to receive the regular salary for the fill-in period.
- F. The person working the time shall be covered by all applicable benefits in case of on-duty injury while filling in but shall not receive compensation for the fill-in period.
- G. The member agreeing to fill-in for another shall remain on duty for the full period of time. Time off for the member filling in shall be permitted only in cases of emergency or sickness. However, if the member agreeing to fill-in time for another is sick during the scheduled time change, the member agreeing to fill-in shall be charged for any additional costs incurred by the City as a result of calling in yet another member to fill-in unless specifically exempted by the City as a result of unusual circumstances.
- H. Members shall be allowed trade a "Kelly day" within shift if done during the same FLSA cycle under the conditions as specified in this article.

24.5 Relief.

It is the intent of the City to provide relief at any working incident, which exceeds four (4) hours.

24.6 Extra Work.

- A. Any type of function or special event within the corporate limits of St. Pete Beach, which would require extra fire or EMS services (as determined by the Employer) to assist with said function or special event shall utilize members before requesting assistance from any other fire or EMS organization.
- B. No member shall be pressured to volunteer services.
- C. When operationally feasible, extra work under subsection A above will be posted three (3) days in advance. Selection from employees who sign up for the work will be made by job classification seniority. If sufficient employees do not sign up, employees will be mandatorily assigned in accordance with departmental past practice.

ARTICLE 25
PAY PLAN

25.1 Annual Base Salary and Classifications.

A. Members covered by this Agreement shall be paid in accordance with the Pay Plan during the term of this Agreement as follows:

1. Effective October 1, 2003, Appendix I shall apply.
2. Effective October 1, 2004 and October 1, 2005, Appendix I shall be increased by the percentage increase in the consumer price index (U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – Series ID CUUR0000SAO – not seasonally adjusted – U.S. city average – all items – Base Period 1982-84=100) from April 2003 to April 2004 and from April 2004 to April 2005, respectively.

B. Firefighter/EMT status shall be considered to be the minimum requirement for employment with the City . Status in other classifications shall determine eligibility for manning in the other classifications.

Members assigned to other classifications shall be expected to retain their eligibility for their respective assignments. Should a member fail to retain eligibility in an assigned classification, the member shall be reassigned to another status for which the member is eligible in accordance with the provisions of Article 22, Seniority, Layoff and Recall, provided a position in another classification for which the member is eligible is available. Should a position not be available, the member shall be terminated or, at the discretion of the City , transferred to another department or division.

C. A firefighter is a member who meets the minimum standards established for a firefighter by the State of Florida.

D. A firefighter/EMT is a member who has successfully completed and passed an EMT training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be an EMT .

E. A firefighter/Paramedic is a member who has successfully completed and passed a paramedic training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be a paramedic.

F. A Lieutenant is a member who works in a supervisory position over shift personnel and will be classified as an EMT or Paramedic based on his current qualifications established by the department and the State of Florida for such certification.

25.2 Progression in the Pay Plan.

Progression of members from their current step to the next higher step in the pay plan shall be granted on the individual member's anniversary date in classification upon the approval of the City. The City shall complete a performance evaluation on each member annually on or before the member's anniversary date. The annual performance rating shall determine the member's eligibility to progress in the Pay Plan. The City shall be entitled to change the method of the performance evaluation unilaterally.

25.3 Acting Lieutenant.

- A. Whenever a member is required to serve as an Acting Lieutenant for minimum of one (1) hour, the member shall be compensated an additional eighty (80¢) cents per hour for all hours worked in such acting capacity.
- B. All Acting Lieutenant assignments shall be made on the basis of qualifications for such assignments in the judgment of the City.
- C. The Lieutenant assigned to Station 23 shall be paid an additional one dollar (\$1.00) per hour when assigned as shift commander.

25.4 Kelly Days.

Members will be given a twenty-four (24) hour shift off with pay every twelfth shift in lieu of paid holidays.

**ARTICLE 26
ENTIRE AGREEMENT**

- 26.1** The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.
- 26.2** By mutual agreement, discussions may be held during the contract period on any subject.

**ARTICLE 27
SAVINGS CLAUSE**

- 27.1** If any article or section of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

Both the City of St. Pete Beach and the International Association of FireFighters believe, and intend, that all provisions relating to pay, overtime pay, holiday pay, bonus pay, and time worked, are in full compliance with the Fair Labor Standards Act as administered by the Wage and Hour Division of the U.S. Department of Labor. All parties to this agreement for themselves and the bargaining unit agree that in the interpretation of this collective bargaining agreement, the greatest weight shall be given towards an interpretation which results in compliance with all applicable wage and hour provisions.

- 27.2** In the event of invalidation of any article or section, both the City and Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 27.3** Whenever the male gender is referred to in this Agreement, it shall be construed to include both male and female members.
- 27.4** Should any State Statute numbers change during the term of this Agreement, both the City and the Union agree to meet and replace the changed State Statute number with the new State Statute number which corresponds to the subject matter in the Agreement.

APPENDIX I