

# AGREEMENT

BETWEEN

THE

ST. PETERSBURG ASSOCIATION  
OF  
FIREFIGHTERS, LOCAL 747  
IAFF

AND

THE CITY OF  
ST. PETERSBURG FLORIDA

**FIREFIGHTERS, PARAMEDICS, AND  
LIEUTENANTS**



**July 21, 2008 through September 30, 2010**

**CITY OF ST. PETERSBURG  
AND  
ST. PETERSBURG ASSOCIATION OF FIREFIGHTERS**

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**ARTICLE 1**

**PREAMBLE**

1.1 In accordance with the State of Florida Public Employees Collective Bargaining Statute, this Agreement is entered into by and between the City of St. Petersburg, a municipality in the state of Florida, hereinafter called the "Employer", and the St. Petersburg Association of Firefighters, Local 747 I.A.F.F., hereinafter referred to as the "Union." This labor Agreement is applicable for employees as defined in Certificate Number 97, as amended, issued to the Union by the Public Employees Relations Commission on June 28, 1975.

1.2 The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and the employees, 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; and to set forth herein the basic and entire Agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

1.3 Throughout this Agreement, the term employee and member are used interchangeably and both mean "employee member of the bargaining unit" as defined in PERC Certificate 97, as amended.

**ARTICLE 2**

**RECOGNITION**

2.1 The employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit.

2.2 The unit for which this recognition is accorded, as defined in Certificate 97 as amended, comprises all Full-Time employees within the City of St. Petersburg Fire & Rescue Department classifications of Firefighter, Firefighter/Paramedic and Fire Lieutenant. All other classifications are excluded from this unit.

2.3 The Union hereby recognizes the Mayor, or his representative as the Employer's representative for the purpose of collective bargaining.

**ARTICLE 3**

**EMPLOYEE RIGHTS**

3.1 Employees are also entitled to the benefits and rights of the Personnel Management System of the Employer. If any conflicts occur between this Labor Agreement and the City's Personnel Management System Rules and Regulations, the Labor Agreement shall take precedence.

3.2 In order to give the employee notice and an opportunity to be informed and for possible refutation, the Fire Chief or his designee shall provide the employee with a copy of any non-routine material which is being placed in the employee's personnel file. Non-routine material shall include memorandums documenting counseling or verbal reprimands, Employee Notices, letters of commendation or any other material which is not generally associated with day to day administrative maintenance requirements.

3.3 The Employer agrees that an employee shall have the right to include in the employee's official personnel record a written and signed refutation (including signed witness statements) of any material the employee considers to be detrimental.

3.4 Application of polygraph examinations shall be administered in accordance with applicable law.

3.5 Employees are entitled to any and all benefits and rights as described in Florida Statutes 112.80 through 112.84, and any and all benefits and rights that may be added to said Statute during the term of this Agreement. Any allegations of a violation of these benefits or rights shall not be subject to any arbitration appeal but may be grieved under the provisions of Article 5, Grievance and Arbitration Procedure, through Step 2 only.

3.6 Employees covered by this Agreement are entitled to the provisions provided in Florida State Statute 401 Part III.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

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

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the employees of the City.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.

- G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
- 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 employees to be employed by the City.
- K. To establish, change, or modify the number, types and grades of positions or employees 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 change, modify or delete any Rule or Regulation.

4.2 The City Council has the sole authority to determine the purpose and mission of the City Council and the amount of the budget to be adopted by the City Council.

4.3 If, in the sole discretion of the Mayor, it is determined that civil 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 Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits 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.

4.4 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 5**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **5.1 General**

- A. The purpose of this Article is to establish a procedure for the orderly adjustment of grievances and for settlement of disputes between the Employer and employees or groups of employees involving the interpretation or application of this labor Agreement.

- B. The City has a Personnel Management System Grievance and Appeal Procedure for matters not involving this labor Agreement. Classified employees shall have the option of utilizing the City Appeal Procedure or the Grievance Procedure established under this Article, but such employees cannot use both for the same grievance. Initial probationary employees do not have grievance rights for disciplinary actions up to and including termination for misconduct or work performance and therefore cannot utilize either the City or contractual grievance procedure.
- C. Classified employees shall have the option of using the Fire Department's Disciplinary Board of Appeals as described in current department policy prior to using either of the above described grievance procedures. If the employee chooses to use the Board of Appeals process, time limits for filing a grievance shall start when the Board of Appeals procedure is completed. The Union and City agree the Disciplinary Board of Appeals process exists at the sole discretion of the Fire Chief and may be amended or abolished at any time after the Union has been notified.
- D.
  - 1. Classified employees may file and process grievances with or without the assistance of the Union, provided they comply with the appropriate time limits and other conditions necessary in filing the grievances.
  - 2. If an employee chooses to process his own grievance he will be responsible for all costs incurred, which might otherwise be paid by the Union.
  - 3. In submitting a class grievance, the Union shall comply with the same procedures listed for employee grievances except that the class grievance shall be initially submitted at Step 2 to the Labor Relations Manager. Any Employer grievance will be filed with the Union President at Step 2.
- E. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by management. A grievance not answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee to advance the grievance to the next step. The time limits prescribed herein may be extended by request from either of the parties. Extensions of more than thirty (30) calendar days require the consent of both parties. For the purpose of this Article, the working day is defined as the normal City work schedule within the forty (40) hour work week, Monday through Friday.
- F. The requirement in Steps 1 through 2 for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the appropriate management representatives from orally discussing and resolving the grievance.

Oral discussions up through Step 2 shall not cause the aggrieved employee and the Union representative, if applicable, to suffer any loss of pay and shall normally be held during regular working hours.

- G. In advancing grievances, the employee, the Union representative, if applicable, and the Employer may call a reasonable number of witnesses to offer testimony from direct knowledge only. Witnesses who are employees shall suffer no loss of pay or benefits while serving as witnesses in Steps 1 through 2 and shall be excused to testify during working hours providing such absence from their places of work in no way interrupts, delays, or otherwise interferes with proper and effective service to the community.
- H. In Steps 1 through 2, time spent by stewards or other Union Officials on their duty days in discussing or processing grievances as provided in this Article shall not result in a loss of earnings or benefits.
- I. The Union representative shall be allowed reasonable time off without loss of pay during his regular shift hours for investigating, presenting, and appealing grievances. The performance of this function by the Union representative shall in no way interrupt the normal functioning of the department.
- J. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

## 5.2 Grievance Procedure

### Step 1

- A. If the grievance is not resolved informally or through the Disciplinary Board of Appeals, the aggrieved employee may submit a written appeal to the Fire Chief or his designee within ten (10) working days after the occurrence of the matter from which the grievance arose or ten (10) working days after the completion of the Disciplinary Board of Appeals Procedure, whichever is applicable.

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

1. A statement of the grievance including date of occurrence, and details, and facts upon which the grievance is based.
2. The article and section of the labor Agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.



4. Signature of aggrieved employee and the Union representative if applicable.
  5. Employee's reason for rejection of management's answer, if grievance is to be appealed to next step.
  6. Date submitted.
- B. Within five (5) work days after receipt of the written appeal, the Fire Chief or his designee will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within three (3) working days after this meeting, the Fire Chief or his designee shall give his written decision to the grievant.

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

1. An affirmation or denial of the facts upon which the grievance is based.
2. An analysis of the alleged violation of the Agreement.
3. The remedy or solution to be made.
4. Signature of the appropriate management representative.
5. Date of response.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee may submit a written appeal to the Labor Relations Office within ten (10) work days after receipt of the Fire Chief's or his designee's written answer. The Labor Relations Manager or his designee shall meet with the aggrieved employee, departmental management, and Union representatives within ten (10) work days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within ten (10) work days after this meeting, the Labor Relations Manager or his designee shall give his written recommendation to the grievant, and the Union representative if applicable, and the Fire Chief or his designee.

Step 3. Arbitration Referral

- A. If the employee grievance is not resolved at Step 2, the aggrieved employee may, with or without Union assistance, within ten (10) working days after receipt of the Step 2 written response, submit a written request for arbitration to the Labor Relations Office.
- B. At arbitration hearings the grievant, the Union if applicable, and the Employer may call a reasonable number of witnesses to offer testimony from direct knowledge only.

- C. In general grievances, either the Union or the City may request to take the issue or grievance to arbitration.
- D. If the parties fail to mutually agree upon an arbitrator within ten (10) working 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). The party initiating the arbitration shall be responsible for contacting FMCS and for paying FMCS's fees. If the grievant is not represented and sponsored by the Union in the arbitration process, the list of arbitrators shall be requested from the American Arbitration Association, (AAA) by the grievant, who shall pay the cost of obtaining the list. Each party has the right to reject one list. A new list will be requested by the Labor Relations Office and the fee for the second list shall be paid by the party requesting the new list. Within five (5) working days after receipt of a list acceptable to both, 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 first.

If the selected arbitrator is not available to conduct the hearing within sixty days, the Labor Relations Division may request a new list and pay the fee for it.

- E. The grievance hearing shall be informal and the rules of evidence shall not apply.
- F. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of the collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.
- G. The decision of the arbitrator shall be final and binding upon the aggrieved employee, and/or the Union, and the Employer, except that either party may appeal the arbitrator's decision to a court of law.
- H. The arbitrator's fee and expenses, and the FMCS or AAA fee for the first list of arbitrators shall be borne by the losing party. For example, where the employee pursues the grievance in the arbitration without Union representation, and the arbitrator determines in favor of the City, the employee will be considered the losing party and will bear the full cost of the award and AAA fee. Where the Union represents the aggrieved employee in the arbitration proceeding, and the arbitrator determines in favor of the Union, the City will be considered the losing party and will bear the full cost of the award and FMCS fee. In the event of a

compromise or split decision, the arbitrator's fee and expenses, and the FMCS or AAA fee shall be borne equally by the parties to the arbitration. A compromise or split decision is: (a) a decision in which discipline was not rescinded in full nor totally upheld by the arbitrator or, (b) one of the positions taken by either party with regard to contract interpretation was not upheld by the arbitrator.

- I. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the side requesting the participants or the witnesses.
- J. The arbitrator shall be requested to render his decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the hearing or receipt of post-hearing briefs filed by the parties.
- K. In case of a grievance involving any continuing or other money claim against the Employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than thirty-one (31) calendar days prior to the date when such grievance shall have been submitted in writing.
- L. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event no later than ten (10) work days after receipt of the arbitrator's award.
- M. Either party to this Agreement desiring transcripts of the Arbitration hearings shall be responsible for the cost of such transcripts.

**SPAFF GRIEVANCE  
CITY OF ST. PETERSBURG**

**Grievance No.** \_\_\_\_\_

Please attach any statements or information to support your grievance. Type or print neatly.

NAME (Employee filing) \_\_\_\_\_ Work phone \_\_\_\_\_

Classification/Rank \_\_\_\_\_ Shift \_\_\_\_\_ Division \_\_\_\_\_

Date of Occurrence of Grievance \_\_\_\_\_

Article & Section of Agreement alleged to have been violated \_\_\_\_\_

Please check appropriate box: Step 1  Fire Chief Step 2  Labor Relations  
 Class Grievance

-----  
DESCRIBE all of the facts concerning the grievance (date, time, place, persons involved, etc.):

REQUESTED REMEDY:

EMPLOYEE/UNION

DEPARTMENT/CITY

\_\_\_\_\_  
Signature (Employee filing grievance) Time/Date

\_\_\_\_\_  
Grievance received by  
(Signature)

\_\_\_\_\_  
SPAFF Representative Signature Time/Date

\_\_\_\_\_  
Time/Date of receipt

-----  
As provided by the SPAFF contract, I wish to appeal my grievance to Step 2.

\_\_\_\_\_  
Signature (Employee filing grievance) Time/Date

\_\_\_\_\_  
Grievance received by  
(Signature)

\_\_\_\_\_  
SPAFF Representative Signature Time/Date

\_\_\_\_\_  
Time/Date of Receipt

**SPAFF GRIEVANCE  
CITY OF ST. PETERSBURG**

**Grievance No.** \_\_\_\_\_

**RESPONSE**

This form is to be used by the Fire Chief/Designee and Labor Relations to respond to Step 1 and Step 2 SPAFF Grievances.

TO: \_\_\_\_\_ FROM: \_\_\_\_\_  
Employee/Grievant or SPAFF Representative      Fire Chief/Designee or Labor Relations

Date Grievance Filed: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

The following is in response to the above-referenced grievance. (Attach additional sheets if necessary.)

-----

\_\_\_\_\_  
Hearing Officer's Signature  
(Fire Chief/Designee or Labor Relations)

\_\_\_\_\_  
Date

## ARTICLE 6

### **PROHIBITION OF STRIKES**

#### 6.1 Strike Definition

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

#### 6.2 Strikes Prohibited

Employees 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 prohibits them individually or collectively as public employees or this Union from participation in a strike against the City of St. Petersburg, the Employer, 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 Rules and Regulations of the Personnel Management System.

#### 6.3 Affirmation

Employees covered by this Agreement and the Union, its officers, agents and representatives agree that they will not engage in any "strike" activities or other similar forms of interference with the operation of the Fire Department.

#### 6.4 Penalties

Any employee covered by this Agreement who participates in, is a party thereto, or promotes any of the above actions as outlined in Sections 6.1 and 6.2, or other similar forms of interference with the operations or functions of the City shall be subject to disciplinary action up to and including discharge.

## ARTICLE 7

### **NON-DISCRIMINATION**

7.1 The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without regard to Union membership.

7.2 The Employer will not discriminate against any employee covered by this Agreement because of membership in, or legitimate activity on behalf of the members of the Union.

## **ARTICLE 8**

### **CHECKOFF**

8.1 Employees may authorize, on the prescribed form, the deduction of Union dues and other allowed deductions. Any Union uniform assessments will be certified in writing to the Employer by the Union thirty (30) days prior to implementation date.

8.2 The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

8.3 An employee may revoke payroll dues and/or other authorizations at any time by submitting a stop request to the Employer and the Union upon 30 days written notice.

8.4 For the purpose of putting this Article into effect, employees who desire to authorize payroll deduction of Union dues or other allowed deductions shall complete the appropriate authorization form contained at the end of this Article. These forms may be duplicated by the employees or Union for this purpose.

8.5 Employees participating in the current dues and other allowed payroll deduction program may continue to do so as long as the Union remains the certified bargaining agent for employees in this bargaining unit.

8.6 The Union shall submit a written request stating, in dollars and cents, the new amount of Union dues and other allowed items to be deducted from the wages of members who have authorized such deductions. This request by the certified bargaining agent shall be submitted thirty (30) days in advance of the effective date of any changes.

8.7 The Union agrees to pay the Employer a fee for the service of dues and other allowed deductions for the term of this Agreement. The fee for total deductions shall be \$20.00 per month.

8.8 The Union agrees to pay the Employer a reasonable fee for any change in membership dues structure, uniform assessment or other type deduction, at the rate of \$20.00 on the effective date of such changes. A check to cover this fee shall accompany any letter of change notice.

8.9 Union dues and any other authorized deductions shall be deducted each applicable pay period and the funds shall be remitted to the Treasurer of the Union within thirty (30) calendar days.

#### 8.10 Additional Insurance Deduction

The Employer agrees to permit a payroll deduction, on a bi-weekly basis, for the purpose of the Union providing supplementing life or other types of insurance for members that desire such coverage. This insurance coverage shall be in addition to any other insurance which may be provided by the Employer. This deduction will be honored providing a payroll authorization form for such deduction is properly executed by the employee and on file with the Employer. The funds deducted by the Employer for this purpose shall be remitted to the Treasurer of the Union within thirty (30) days.

8.11 The Union will indemnify, defend, and hold the City harm-less 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 Employer on account of these payroll deductions. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

#### 8.12 Effect of Stop Dues Deduction

An employee who is not participating in the Union dues deduction program shall not be eligible to participate in the additional insurance programs offered by the Union or any other deduction, with the exception of the supplemental life insurance program. No other deductions wherein funds will be remitted to the Union will be permitted.



**NOTICE TO EMPLOYER AND IAFF  
AUTHORIZATION FOR DEDUCTIONS**

\_\_\_\_\_ I hereby authorize my Employer to deduct from my salary each pay period my Union dues as certified to the Employer by the Union.

\_\_\_\_\_ I hereby authorize my Employer to deduct from my salary each pay period contributions as indicated below and as certified to the Employer by the Union.

DUES _____	PREPAID LEGAL \$ _____
FLAME _____	PFF INSURANCE _____
LIFE INS. _____ (CATEG.)	AFLAC _____
CANCER _____ (CATEG.)	OTHER _____
TOTAL \$ _____ BI-WEEKLY DEDUCTION	

I understand that these authorizations are voluntary and I may revoke them at any time by giving my Employer and the Union thirty (30) days advance notice.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
JOB TITLE

\_\_\_\_\_  
(PRINT) LAST NAME, FIRST, M.I.

\_\_\_\_\_  
DEPT/DIV/ACTIVITY/PAYROLL #

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

Union Official \_\_\_\_\_ Date: \_\_\_\_\_

INCREASE MY TOTAL DEDUCTION FROM \_\_\_\_\_ TO \_\_\_\_\_

(Original and copy to Labor Relations Office)

10/2001

**NOTICE TO EMPLOYER AND IAFF**

**STOP DEDUCTION NOTICE**

**(CHECK APPROPRIATE LINES)**

\_\_\_\_\_ I hereby instruct my Employer, and advise the Union, to stop deducting from my salary my Union dues. It is understood that my deductions for other programs that I may have selected will also stop.

\_\_\_\_\_ I hereby instruct my Employer, and advise the Union, to stop deducting my contribution for the following programs:

\$ \_\_\_\_\_ FLAME

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

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

\_\_\_\_\_ PREPAID LEGAL

\_\_\_\_\_ PFF INSURANCE

\_\_\_\_\_ AFLAC

\_\_\_\_\_ OTHER

This form is executed willfully and it is understood it will take thirty (30) days to execute the stop deduction.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
JOB TITLE

\_\_\_\_\_  
DEPT/DIV/ACTIVITY/PAYROLL NO.

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

Union Official \_\_\_\_\_ Date: \_\_\_\_\_

DECREASE MY TOTAL DEDUCTION FROM \_\_\_\_\_ TO \_\_\_\_\_

(Original and copy to Labor Relations Office)

## **ARTICLE 9**

### **UNION REPRESENTATION**

9.1 There may be one (1) steward recognized for each fire station and one (1) for fire headquarters.

9.2 The names of stewards and other Union officials shall be given in writing to the Fire Chief or his designee, as well as any change in such list within seventy-two (72) hours of the assumption of the duties of office.

9.3 Members and Union Representatives shall have the right to communicate during regular working hours provided this shall in no way interrupt, delay, or otherwise interfere with effective, and proper service of the department.

9.4 Solicitation, on City property, of any and all kinds by the Union including the solicitation of grievances, of membership, and the collection of Union monies, shall not be engaged in during working hours. The one exception to this prohibition is when the Union, with the advance approval of the Fire Chief or his designee, requests donations for individuals facing emergency needs.

## **ARTICLE 10**

### **LEAVE FOR UNION BUSINESS**

10.1 Union officials may be granted time off by the Fire Chief, or his designee, for conducting Union business.

10.2 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 staff the Department during the absence of the Union official(s) as determined by the Fire Chief or his designee. One time-off slot shall be provided by the department for use by the Union President, when using pool time for the purpose of conducting Union business for either of the two Department bargaining units represented by Local 747. The Union agrees not to use the time-off slot nor the pool time for the purpose of representing members employed by other fire agencies in labor disputes nor conducting labor negotiations with other fire agencies. In addition, the time-off slot provided for the Union President may be used instead by the Executive Vice President or the Secretary/Treasurer; these two principle officers may not use the slot for more than a combined total of forty-eight (48) hours per month. This slot shall be separate from the slots described in Article 22.5. The Fire Chief or his designee may deny the use of this slot when operational conditions warrant the need for all available manpower. The Fire Chief may also deny the use of this slot when there appears to be abuse or excessive absenteeism due to this slot. Otherwise, use of this slot by the President shall not be unreasonably denied.

10.3 An employee who has swapped time with a Union official so that the Union official may be granted time off to conduct Union business may use Union Pool Time for an equivalent

period of leave at a later time. Although this employee's leave is not taken to conduct Union business, the leave shall be covered by Union Pool time if approved by the Union President or his designee, once approval for the employee's time off has been granted by the Department.

10.4 All dues paying Union members in good standing will annually contribute five (5) hours from their accrued annual leave account to the Union Pool Time account. Upon ratification of this Agreement, the City will deduct the five (5) hours as soon as set up in the HRIS system can be completed and the deduction processed from each member's account to initially fund the Union Pool Time account. The automatic deduction will be made thereafter from each member's annual leave account during the first pay period ending in January of each year, or as soon as possible in event of an HRIS/payroll system delay. In the event a member does not have sufficient hours, the hours will be deducted at the first available opportunity.

The Union may reduce this annual contribution of annual leave by notifying the City's Labor Relations Office at least thirty (30) calendar days prior to the pay period when the deduction is scheduled to be made.

A member may opt out of this annual contribution of annual leave by executing the Stop Deduction Notice form, which is included in this Agreement at the end of Article 8, and submitting it to the Union Office and a copy to the City's Labor Relations Office at least thirty (30) calendar days prior to the pay period when the deduction is scheduled to be made.

10.5 Employees may voluntarily donate additional hours to the Union business pool time account from their holiday or annual leave, but not illness leave, by executing the proper form authorized by the department for this purpose. Additional hours donated must be a minimum of four (4) hours for each occasion that a donation is made.

10.6 Each member's contribution will be converted to dollars by multiplying the hourly contribution times the member's current hourly rate. The pool time hours used shall be subtracted by the same method. A record of hours donated and hours utilized shall be maintained as a dollar value available for use by union representatives at their respective hourly rates of pay. A copy of the record shall be provided to the Union on a quarterly basis.

10.7 The pool time balance remaining at the end of the calendar year (December 31) may be carried over to the next year, unless the balance in the pool time account reaches the equivalent of 3190 hours based upon an average pay rate of firefighter at the end of the calendar year. The balance carried over plus the annual and voluntary donations shall not exceed 3190 hours at any point in time.

10.8 Union officials utilizing pool time shall not be on duty and shall not be eligible, during the time of utilization, for Workers' Compensation benefits in case of injury.

10.9 Donations to the Union Business Pool Time account can be processed at any time.

10.10 Absences from duty for Union business shall not be approved which require a Union official to be off duty for periods in excess of seven (7) consecutive scheduled work shifts unless an exception is granted by the Fire Chief.

**ARTICLE 11**

**ANNUAL LEAVE**

11.1 Purpose of Annual Leave

The purpose of Annual Leave is to provide employees with the opportunity to be absent from work with permission due to valid reasons without loss of pay or benefits.

11.2 Types of Leave

A. Planned

Planned absences are those absences from duty which are able to be scheduled in advance by 8 p.m. on the employee's shift preceding the absence. All departmental requirements for notice and prior management approval shall be complied with.

B. Unplanned

Emergency Leave - Provides, subject to the approval by the Fire Chief or his designee, unscheduled leave requested because of a critical situation which could not have been foreseen or presented by the employee in advance.

11.3 Annual Leave Accrual Rate

Accrual of paid annual leave shall be earned on the basis of regularly scheduled work hours on active pay status as is reflected in the following schedules:

**Total Annual Leave Accrued Hours Per Year**

**2704 Regular Scheduled Hours**

<u>Years of Service</u>	<u>80 Hr</u>	<u>88 Hr</u>	<u>96 Hr</u>	<u>104 Hr</u>	<u>112 Hr</u>	<u>120 Hr</u>	<u>Accrual P/Year</u>
Emp thru 5 yrs	5.1	5.7	6.2	6.7	7.2	7.7	175.5
Beg. 6th year	5.2	5.8	6.3	6.9	7.4	7.9	179.4
Beg. 7th year	5.6	6.0	6.7	7.3	7.8	8.4	189.8
Beg. 8th year	5.9	6.5	7.1	7.7	8.3	8.9	201.5
Beg. 9th year	6.2	6.8	7.5	8.1	8.7	9.3	211.9
Beg. 10th year	6.6	7.2	7.9	8.6	9.2	9.9	223.6

Beg. 12th year	6.9	7.6	8.3	9.0	9.7	10.4	235.3
Beg. 13th year	7.2	8.0	8.7	9.5	10.2	10.9	247.0
Beg. 14th year	7.6	8.3	9.1	9.9	10.6	11.4	257.4
Beg. 18th year	7.9	8.7	9.5	10.3	11.1	11.9	269.1
Beg. 20th year	8.7	9.6	10.5	11.4	12.2	13.1	296.4

NOTE: Leave hours accrued may vary each pay period because of payroll system rounding, but the total hours accrued for the year are as shown in the appropriate "Per Year" column.

2080 Regular Scheduled Hours

<u>Years of Service</u>	<u>80 Hours</u>	<u>Accrual Per</u> <u>Year</u>
Emp. thru 5 years	4.6-4.7	120
Beg. 6th year	4.9-5.0	128
Beg. 7th year	5.2-5.3	136
Beg. 8th year	5.5-5.6	144
Beg. 9th year	5.8-5.9	152
Beg. 10th year	6.1-6.2	160
Beg. 12th year	6.4-6.5	168
Beg. 13th year	6.7-6.8	176
Beg. 14th year	7.0-7.1	184
Beg. 18th year	7.3-7.4	192
Beg. 20th year	7.6-7.7	200

\*Because of rounding, the payroll system will add one of the two figures in this column each pay period so that by the end of the year, the appropriate annual total will have been accrued.

11.4 Miscellaneous Provisions

- A. The maximum number of annual leave hours which may be accrued shall be twice the employee's annual rate of accrual.
- B. Paid annual leave may not be taken during the initial six (6) months of employment or re-employment, except for illness.
- C. The Department will make every effort to meet the desires of employees consistent with the requirements of its operations and will give preference by classifications to the most senior employees per shift, by departmental seniority, in scheduling annual leave requests for vacation purposes at the time of the annual leave (vacation) pick or selection. In no event will the employee's annual leave account be reduced below fifty-two (52) hours for 52 hour work week employees or forty (40) hours for 40 hour work week employees unless requested otherwise by the employee.

Certain requests for annual leave may qualify and be covered by the Family and Medical Leave Act (FMLA) of 1993. If such leave is covered by this Act, it will

be applied to the twelve weeks of leave per twelve-month period which must be granted to eligible employees by the City. Each time FMLA leave is taken, the amount of FMLA leave taken by that employee in the prior 12 months will be reviewed to determine the amount of leave remaining of the 12 weeks permitted.

- D. An employee who transfers from a forty (40) hour work week schedule to an average fifty-two (52) hour work week schedule shall have his annual leave accrual balance multiplied by 1.3 to obtain his/her new annual leave accrual balance; if transferred from an average fifty-two (52) hour work week schedule to a forty (40) hour work week schedule, his/her annual leave accrual balance shall be multiplied by .7692 to obtain his/her new annual leave accrual balance.
- E. Employees granted annual leave for medical reasons shall comply with the provisions relating to medical absences as provided in Article 12 of this Agreement. Those provisions will apply as though fully rewritten herein, and shall apply to paid leave under illness leave and annual leave interchangeably.

11.5 Advance Pay

Employees may request advance pay prior to going on annual leave providing the leave request is for one week or more. Requests shall be honored when submitted at least two (2) weeks in advance of going on annual leave.

11.6 Pay Off of Account

Upon separation, employees with at least six (6) months of full time service shall be entitled to compensation for all unused annual leave accrued in their account at their straight time hourly rate, effective on their date of separation.

**ARTICLE 12**

**ILLNESS LEAVE**

12.1 Purpose

The purpose of the illness leave program is to provide employees with basic salary during temporary periods of illness or injury in which they are medically incapacitated and unable to perform their job assignments.

12.2 Accrual Rate

- 1. Employees shall accrue eight (8) hours of illness leave for each 160 regularly scheduled work hours on active pay status with a maximum accrual of 1500 hours for 40 hour employees and 1950 hours for 52 hour employees, as described further below, and as reflected in the following schedule:

<u>Scheduled hours:</u>	<u>80</u>	<u>88</u>	<u>96</u>	<u>104</u>	<u>112</u>	<u>120</u>
<u>Hours accrued:</u>	<u>4.0</u>	<u>4.4</u>	<u>4.8</u>	<u>5.2</u>	<u>5.6</u>	<u>6.0</u>

This equates to a total of 104 hours per year for every 2080 regularly scheduled hours or 135.2 hours per year for every 2704 regularly scheduled hours an employee either works or is on active pay status.

2. Those employees who have illness leave balances above this maximum accrual as of the date of the agreement will retain these accrued balances but will not continue to accrue illness leave hours until their leave balances fall below the established maximum accrued hours.
3. In the event the City provides more favorable illness leave maximum accruals to any other bargaining units representing City employees, the City shall provide equal coverage to the employees of this unit.

### 12.3 Conversion

An employee who transfers from a forty (40) hour work week schedule to an average fifty-two (52) hour work week schedule shall have his illness leave accrual balance multiplied by 1.3 to obtain his new illness leave accrual balance; if transferred from an average fifty-two (52) hour work week schedule to a forty (40) hour work week schedule, his accumulated illness leave accrual balance shall be multiplied by .7692 to obtain his new illness leave accrual balance.

### 12.4 Notification of Medical Absence

- A. An employee medically incapacitated to the extent that he is unable to work shall notify the Department in accordance with the current departmental procedures for reporting off or returning from medical leave, giving the reason for the requested medical leave and the expected duration of the absence. If an employee is not able to notify, and can substantiate this to the satisfaction of the Fire Chief, illness leave may be authorized.
- B. Employees shall follow proper notification and absence request procedures unless prior approval specifically waiving this requirement is granted by the Fire Chief or his designee.
- C. Certain requests for illness leave may qualify and be covered by the Family and Medical Leave Act (FMLA) of 1993. If said leave is covered by this Act, it will be applied to the twelve weeks of leave per rolling twelve-month period which must be granted to eligible employees by the City. Each time FMLA leave is taken, the amount of FMLA leave taken by that employee in the prior 12 months will be reviewed to determine the amount of leave remaining of the 12 weeks permitted.



## 12.5 Approvals

- A. Upon receiving proper notification from an employee requesting permission to be absent from work for medical reasons, the Fire Chief or his designee shall evaluate the available information and determine to his satisfaction that the employee is actually too ill or injured to be expected to work. Based upon the circumstances of the case and prior to receiving the employee's illness/injury report, the Fire Chief or his designee may grant tentative approval to the employee to be absent for medical reasons pending further investigation including, but not limited to, personal observation of the employee by a supervisor, or a medical evaluation by a doctor designated and compensated by the City. The Department may send an employee home who is too ill or injured to work or would cause an unhealthy working condition if he came into contact with other employees.
- B. Illness leave shall be charged by the actual hours and tenths of hours used. Employees shall not be entitled to apply any illness hours in excess of the amount of such leave accumulated to their credit.

## 12.6 Illness Recuperation

Employees granted medical leave shall assist in promoting their recuperation by remaining at either their residence, or another location approved in advance by the Fire Chief or his designee. An employee authorized to be absent from work for medical reasons shall not engage in any recreational or work activities except upon receiving prior approval from his physician and the Fire Chief or his designee. Abuse of medical leave privileges shall constitute grounds for disciplinary action.

- A. Other places of recuperation may be permitted by the Fire Chief or his designee under the following conditions:
  - 1. Pre-authorized by a medical doctor in writing with specifics.
  - 2. Pre-authorization must be on file with the immediate supervisor and is to include the address and phone number, if applicable, where the employee may be reached.
- B. Employees recuperating from a medical condition in which there was no involvement with doctors or hospitals may request, through the chain of command, another place of recuperation. Approval will be required in advance and the address and phone number where the employee can be reached are to be a part of the request.
- C. If, and whenever, medical leave may appear to be abused, the employee claiming/requesting such leave may be required to furnish an illness/injury report from the physician to support the necessity for such absence. The City reserves

the right in all cases of reported medical leave, to require the employee to furnish an illness/ injury report. Abuse of medical leave privileges shall constitute grounds for disciplinary action.

- D. Department management will use discretion in determining whether or not a visit is required to verify the reason for an employee's medical absence and a report made of the reasons for absence from duty.
- E. Should an employee be absent for reported medical reasons and fail to comply with the provisions of this Article, such employee may be subject to disciplinary action.

#### 12.7 Workers' Compensation

Employees sustaining a Workers' Compensation covered lost-time injury may request the Fire Chief or his designee to apply any illness leave or annual leave hours in his account in order to obtain full base take home pay while absent from duty from injury. In no case shall the amount of Workers' Compensation and the amounts of illness leave, annual leave or on-duty injury benefit awarded in accordance with Article 18 be more than the employee's base take home pay for that period. If an employee is able to work light duty as determined by his attending physician, and light duty work is available as determined by the Fire Chief or his designee, but the employee chooses not to work light duty, he will not be paid workers' compensation benefits (i.e., pay) or on-duty injury pay but may use his accrued annual or illness leave.

Base take home pay is defined as basic salary after it has been reduced by normal federal withholding taxes (income tax and Social Security, if applicable). Base salary is the employee's straight time hourly rate times his scheduled bi-weekly work hours.

#### 12.8 Light Duty

Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sickness. Providing the physician states that 'light duty' or 'modified duty' work is acceptable, and light duty work is available as determined by the Fire Chief or his designee, the employee will report to the Chief of Suppression for assignment to duties related to Fire Department operations, unless his injury or illness qualifies as FMLA leave. In the case of an FMLA covered injury or illness, the employee may choose, at his discretion, not to work light duty. Should the employee so choose, he will be paid in accordance with the provisions of the annual and illness leave benefits. The parties agree that light duty work is temporary in nature and is in no way to be construed as an alternative form of employment for an employee who is either permanently or on a long term basis unable to perform the essential functions of his or her job as a Firefighter, Firefighter/Paramedic or Fire Lieutenant.

## 12.9 Pay Off Provisions

- A. Upon separation of employment for reasons of either normal or disability retirement, for resignation which occurs once the employee has become 100% vested in the applicable pension plan, or the death of an employee who would otherwise be eligible for normal retirement or is 100% vested, employees or their survivors shall be entitled to receive a payment for unused illness leave hours credited to their account based on the following formula:

40 hour weekly schedule - twenty-five (25) percent of the accrued hours up to a maximum of 300 hours.

52 hour weekly schedule - twenty-five (25) percent of the accrued hours up to a maximum of 390 hours.

This payment shall be determined on the employee's basic straight time hourly rate at time of separation of employment.

- B. In the event the City provides more favorable illness leave pay off maximums to any other bargaining units representing City employees, the City shall provide equal coverage to the employees of this unit.

## 12.10 Miscellaneous Provisions

Employees may not use illness leave for sickness or injury sustained while engaged in outside employment.

12.11 During the term of this contract, the parties agree to continue to review and discuss the potential of establishing a health savings plan for the pay off of accrued and eligible illness leave balances.

**CITY OF ST. PETERSBURG**

**ILLNESS/INJURY REPORT**

PATIENT \_\_\_\_\_  
(Printed Name of Employee)

Department/Division \_\_\_\_\_

Supervisor \_\_\_\_\_

**PHYSICIAN'S STATEMENT**

I examined the above-named patient on \_\_\_\_\_

Nature of injury or illness \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHECK ONE:**

\_\_\_\_\_ Patient may work a light duty assignment, (e.g., office work assignment)

\_\_\_\_\_ Patient unable to work due to this injury/illness from (date) \_\_\_\_\_ through (date) \_\_\_\_\_ for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

Date patient can return to work \_\_\_\_\_

Restriction or comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Was this condition reported to you as job related? \_\_\_\_\_

\_\_\_\_\_  
Attending Physician's Signature

\_\_\_\_\_  
Date

## **ARTICLE 13**

### **HOLIDAYS**

13.1 The following holidays shall be observed:

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving	Friday Following Thanksgiving
Christmas	December 25
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

13.2 An employee must be on active pay status the calendar day the holiday is observed in order to qualify for the holiday. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. The City will provide a list of the substitute holidays.

13.3 Employees assigned to a work week schedule of twenty-four (24) hours on and forty-eight (48) hours off shall earn twelve (12) hours for each of the holidays observed as provided for in Section 13.1. Employees may elect to store earned holiday time to a maximum of 120 hours; all other holiday time shall be paid or used in the same pay period as earned. When an employee assigned to a 52 hour work week transfers to a position requiring a forty (40) hour work week, his stored holiday hours shall be converted by multiplying the current balance at the time of transfer by .7692. Should an employee assigned to a forty (40) hour work week have stored holiday hours at the time he transfers back to a 52 hour work week, the balance would be multiplied by 1.3 to determine his adjusted balance.

13.4 In accordance with Article 22.6, employees assigned to a forty (40) hour work week schedule shall have holiday hours counted as work time for the purpose of weekly overtime computation when an employee uses holiday time on the day of the holiday.

13.5 Upon separation from employment, employees shall be entitled to compensation for any earned but unused hours in their holiday account on the effective date of termination.

13.6 Employees on annual leave, military leave, jury duty, illness leave, and all other absences from duty but on active pay status on the calendar day the holiday is observed must use the holiday on the same calendar day that it is earned. The two leaves for which an exception has been made and for which holiday time will not be used but will be credited to the employee's

holiday leave account are funeral leave and leave for union business with pay when covered by union pool time.

13.7 All holiday time earned will automatically be stored in the employee's Holiday Account. When the maximum accrual is reached, the employee will be automatically paid for all additional holidays at his straight time hourly rate of pay, until his total reduces to less than the maximum. An employee will also be paid at his pre-promotion straight time hourly rate for all stored holiday hours whenever he is promoted.

13.8 If additional holidays are declared by the proper City authorities, and are applicable to other City employees, each employee of the Fire Department shall receive the same benefits as earned on the aforementioned holidays.

13.9 An employee who is scheduled to work on a day designated as a holiday and who reports off sick will be charged with holiday leave for that day.

13.10 When an employee volunteers or is assigned to work an actual national holiday, that is not the City designated holiday, that he would not otherwise work under his normal schedule, the employee will be guaranteed time and one-half his regular rate of pay for hours worked.

## **ARTICLE 14**

### **MILITARY LEAVE**

14.1 Employees covered by this agreement who are commissioned reserve officers or reserve enlisted personnel in the United States military, naval service, Coast Guard, or members of the Florida State National Guard, shall be granted a leave of absence from their respective duties in accordance with the terms of Florida State Statute 115 during such instances when they are ordered to military service or field training. Accordingly, employees who are called to perform active military service shall be granted a leave of absence for such service as specified in the state statute and the first thirty (30) calendar days of any such leave will be without loss of pay. Employees who are ordered to field training in an active or inactive duty training status shall be granted a leave of absence as specified in the state statute for such service and shall suffer no loss of pay for a period not to exceed seventeen (17) working days in any one fiscal year. The 17 working days shall be 204 hours for employees on the average fifty-two hour per week schedule and 136 hours for employees on the forty hour per week schedule, unless otherwise provided by law. Employees who transfer from one schedule to the other shall have military leave hours remaining for their use in the fiscal year multiplied by the conversion factors as described in the Annual Leave and Illness Leave Articles. All other provisions of Florida Statutes 115.07 and 250.48 shall apply.

14.2 The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such order or statement must accompany the formal request for military leave.

14.3 Occasions may occur when an employee who is a reservist in the military or a member of the National Guard may be called to active duty. When the Governor of the State of Florida so orders for National Guard members or the Mayor or his designee chooses to exercise the discretion given him by state law for military reservists, the employee's military pay may be supplemented by an amount determined by the City.

## **ARTICLE 15**

### **BEREAVEMENT LEAVE**

15.1 Employees covered by this Agreement who work an average 52-hour work week shall be granted, upon approval of the Fire Chief or his designee, time off with pay at the straight time rate not to exceed thirty-one and two tenths (31.2) scheduled work hours to arrange and attend the funeral in the event of a death in the employee's immediate family when such funeral is held in the State of Florida. Up to 31.2 hours may be taken prior to and including the date of the funeral or immediately following, but all time taken must be within the seven consecutive calendar days surrounding the date of the funeral. Employees covered by this Agreement who work an average 52-hour work week shall be granted, upon approval of the Fire Chief or his designee, time off with pay at their straight time rate not to exceed fifty-two (52) consecutive scheduled work hours to arrange and attend the funeral in the event of a death in the employee's immediate family when such funeral is held outside the State of Florida. Time off for Bereavement Leave at a time other than what is provided for in this Agreement requires the prior approval of the Fire Chief or his Designee. Should the employee not attend the out-of-state funeral but need time to make funeral arrangements or handle related activities, twelve (12) consecutive hours of paid time off will be granted. Such time off shall be at the employee's base rate of pay.

Employees assigned to a forty hour per week schedule shall, with the approval of the Fire Chief or his designee, be granted time off with pay at the straight time rate not to exceed three work days (24 hours), to arrange and attend the funeral of an immediate family member, when the funeral is held in the state of Florida. Funeral leave may be taken prior to and including the date of the funeral or immediately following, but funeral leave must be taken within the seven consecutive calendar days surrounding the date of the funeral. Forty hour per week employees shall, with the approval of the Fire Chief or his designee, be granted time off with pay at the straight time rate not to exceed five consecutive work days (40 hours) to arrange and attend the funeral of an immediate family member, when the funeral is held outside the state of Florida. Should the employee not attend the out of state funeral but need time to make funeral arrangements or handle related activities, eight (8) consecutive hours of paid time off will be granted.

15.2 In cases where funeral leave must be taken in consecutive days, an "R" day does not constitute a break in consecutive days.

15.3 For the purpose of this Article, the employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law,

grandparents, great-grandparents, stepparents, stepchildren, grandchildren and spouse's grandparents.

15.4 Funeral leave shall not be charged to annual leave, holiday leave or illness leave.

15.5 Should an employee require time in addition to the leave provided in Section 15.1 of this Article, he may request the additional time from the Fire Chief or his designee. Upon approval, any additional time used shall be charged to either accrued annual leave or accrued holiday time.

15.6 The employee may, at the Chief's or his designee's discretion, be required to provide proof of death in his immediate family as defined in this Article before compensation is approved.

## **ARTICLE 16**

### **JURY DUTY**

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

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

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

16.4 In the event a holiday occurs during the period of an employee's jury duty, he shall be charged holiday time.

16.5 The employees shall provide the Fire Chief or his designee with proof of jury duty service before compensation is approved.

## **ARTICLE 17**

### **COURT ATTENDANCE AND DEPOSITIONS**

17.1 An employee covered by this Agreement who is subpoenaed as a witness as a result of his official position with the City shall receive pay for the hours he is required to attend court or give a deposition provided he remits to the City any subpoena and witness fees (not including any expense or mileage allowances) received from the court. This time shall be included with hours worked for overtime calculation purposes.



17.2 An employee covered by this Agreement who is subpoenaed to testify in court or give a deposition as a witness on behalf of a public jurisdiction shall receive pay for the hours he is normally scheduled to work provided he remits to the City any subpoena and witness fees (not including any expense or mileage allowance) received from the court. This time shall be included with hours worked for overtime calculation purposes.

17.3 An employee who is a joint party in interest with the City shall also be eligible for the pay benefit as provided in the Section 17.1. In all other instances, an employee who becomes a plaintiff or defendant is not eligible for court leave with pay, but may use accrued annual leave.

17.4 Employees subpoenaed to attend court shall promptly notify their immediate supervisor so that arrangements can be made for their absence from work.

17.5 Employees who attend court for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the court.

17.6 Employees who attend court while on scheduled annual leave may be allowed to reinstate annual leave hours served in court providing they are eligible for pay as described in this Article and providing satisfactory evidence of the time served on such duty is presented to the Fire Chief or his designee.

17.7 Time spent in court is the actual time required to report as stated on the subpoena or as scheduled continuing until released by the judge or other officer of the court.

17.8 The employee may be required to provide the Fire Chief or his designee with proof of court service before compensation is approved.

#### 17.9 Off-Duty Court Attendance

Employees who are, as a result of their official position with the City, required to attend court or a judicial hearing on behalf of a public jurisdiction which commences during their scheduled off-duty hours shall be guaranteed two hours pay for the first appearance occurring in any calendar day. Employees will be considered on duty and on the clock from the time the court appearance begins until two hours later or when released by the court, whichever is greater. All court time which commenced during the two hour period and extends past the end of that period will be paid at a rate equal to the time actually spent in court. All hours mentioned above shall be counted toward computing overtime.

#### 17.10 Off-Duty Court Standby

In the event that an employee is required to be on court standby and is not called to attend court within the calendar day, he shall be paid two (2) hours standby pay. In order to be eligible for court standby payment, the employee must check in with the court liaison officer, leaving the phone number where he/she may be reached. Off-duty court standby hours paid shall not count as hours worked for the purpose of computing overtime pay.

## ARTICLE 18

### ON-DUTY INJURY BENEFITS

#### 18.1 Non-High Risk and High Risk

- A. The Employer agrees to compensate employees covered by this Agreement for on-duty injuries. Compensation shall be paid as a result of injury to an employee according to the provisions of this Article for the purpose of supplementing the wage benefit provisions of the Workers' Compensation Law of the State of Florida.
- B. An injury shall be determined to have been incurred while on duty only if such injury is a compensable injury under the Florida Workers' Compensation Law.
- C. On-duty injury pay shall be paid starting with the employee's first scheduled work shift following the date of injury. The length of disability shall be determined by the Employer's physician in accordance with the Workers' Compensation Law. Payments made by the Employer during the period shall not be charged against any leave time which the employee may have accrued. However, the leave hours taken due to the on-duty injury will be designated as leave taken under the provisions of the Family Medical Leave Act, if eligible.
- D. The amount of on-duty injury pay shall be the amount of the employee's basic salary up to the time that Workers' Compensation wage benefits begin. When Workers' Compensation wage benefits begin, the on-duty injury pay shall be the difference between the Workers' Compensation wage benefits and the employee's current basic take home pay.

Basic take home pay is defined as basic salary after it has been reduced by normal federal withholding taxes (income tax and Social Security, if applicable). Basic salary is the employee's straight time hourly rate times his basic bi-weekly work hours (104 or 80 for employees covered by this Labor Agreement).
- E. In the event the disability extends beyond twenty-one (21) calendar days, the amount of on-duty injury pay paid by the Employer for the first seven (7) days shall be adjusted to equal the employee's basic salary, less the Workers' Compensation wage benefits payments.
- F. The Fire Chief will eliminate from consideration for this supplementary payment; injuries shown to result from employee's gross negligence or when the provisions of Article 24.6.D are applicable.
- G. Illness and annual leave accruals shall continue for a maximum of twelve (12) months for employees who are receiving Workers' Compensation benefits due to an on-the-job injury.
- H. The maximum for this on-duty injury pay shall be twelve (12) calendar weeks.

## 18.2 High Risk

In the event that an injury, or recurrence thereof, as determined by the Employer's physician, is the direct result of high risk involvement and exceeds the twelve (12) calendar week limit of 18.1 H. of this Article, the Fire Chief will request a Workers' Compensation Supplemental Committee hearing in accordance with the Personnel Management System Rules and Regulations to consider an extension of this benefit.

## **ARTICLE 19**

### **SAFETY**

19.1 Departmental management will make every reasonable effort to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage the employees to work in a safe manner. Also, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Within thirty (30) days of receipt, the Fire Chief or his designee shall give a written reply to the employee or the Union regarding the disposition of the recommendation.

19.2 Departmental management will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices are necessary. Such equipment and devices, where provided, must be used. In addition, items for which employees are reimbursed are also expected to be used when appropriate. Employees who fail to utilize provided equipment, devices, or reimbursed items will be subject to disciplinary measures.

19.3 An employee purchasing industrial safety prescription lenses and frames will be reimbursed upon presentation of proof of purchase and a memorandum from the Fire Chief indicating that the item was required in the performance of his duties to maintain proper safety standards.

- A. Employees will be reimbursed annually for the cost of industrial safety prescription lenses up to the cost of the glasses, or \$150, whichever is the lesser.
- B. Employees will be reimbursed annually for the cost of prescription safety lenses for air mask frames up to \$75 for single vision and standard bifocal lenses and up to \$100 for "no line" bifocal lenses. The lenses need to be made of polycarbonate of a thickness required for safety lenses in order to qualify for reimbursement, and a statement from the provider to that effect must be provided by the employee.

19.4 An employee who purchases sunglasses with safety lenses which meet ANSI/OSHA standards for impact resistance will be reimbursed for the cost of the safety lenses up to the cost of the lenses or \$50, whichever is less. The employee must present proof of purchase, and the employee/union must present verification from the lense-maker/manufacture that the lenses meet the ANSI/OSHA standards specified above. The Fire Chief must verify the item is required in the performance of the employee's duties. Reimbursement for sunglasses with safety lenses may be approved no more frequently than once every two years.

19.5 Employees purchasing ANSI approved safety shoes (with safety toe) or the latest available edition of NFPA 1971 compliant structural firefighting boots will be reimbursed by the City upon presentation of proof of purchase and documentation certifying ANSI and/or NFPA compliance. Employees will be reimbursed for the cost of safety shoes or structural firefighting boots up to a maximum reimbursement of \$150.00, no more frequently than once per fiscal year. The guidelines for proper color, style, and conformation to safety standards shall be promulgated by management through the Departmental Rules and Regulations. The department reserves the right in all cases to inspect and/or remove from service structural firefighting boots that could compromise the health and safety of the employee.

19.6 In lieu of purchasing safety shoes, the employee may replace worn soles and/or heels of existing safety shoes with comparable quality materials and receive reimbursement up to the cost of repairs or \$50, whichever is lesser. Proof of repair, to include verification that replacement soles or heels were of comparable quality and were used on safety-toe shoes must be furnished in order for reimbursement to be processed.

19.7 In the event an employee leaves the employ of the Department, he shall return all uniforms and safety equipment to the Department.

19.8 The Fire Chief will actively promote a safe working environment through affirmative interaction with the Safety Committee.

19.9 Reimbursement for Safety equipment shall be limited only to those items specifically addressed in this Article.

## **ARTICLE 20**

### **BULLETIN BOARDS**

20.1 The Fire Chief will authorize space within each fire station for a Union Bulletin Board. The amount of space provided and locations will be determined by the Chief or his designee. The space provided will not be less than that presently found in each station. All notices posted shall be signed by a member of the Union Executive Board. Duplicate copies of all notices posted shall be submitted to the Fire Chief for his file.

20.2 In the event additional fire stations are placed in service and made operational, the employer agrees to provide bulletin board space for the Union.

20.3 The bulletin boards authorized for Union use may be used 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 and minutes of same.

## ARTICLE 21

### PAY

#### 21.1 Pay Plans

- A. Employees who are on active pay status on the payroll as of the effective date of this three-year agreement for fiscal years FY08 (pay period beginning date October 1, 2007), FY09 and FY10 following ratification by both parties, shall receive a two and one-half (2- ½%) percent general wage increase as shown in Appendix "A" of this Article. The pay plan reflects a 2-½% general wage increase for Firefighter, Firefighter/Paramedic and Fire Lieutenant.
- B. A retroactive payment will be calculated and paid as soon as possible to those employees on active pay status on the payroll as of the effective date of this Agreement.
- C. The parties agree to reopen Section 1 of Article 21 prior to the end of FY08 for bargaining a general wage increase for FY09 and FY10. The parties have agreed the general wage increase negotiated for the second and third years of this agreement will be no less than one and one half (1 ½ %) and no more than five (5%) percent.
- D. Effective the date of this Agreement, the pay plan is modified to include a step plan for Paramedics which is reduced from 10 to 8 steps. Employees in steps Entry and 1 as of the effective date of this Agreement will be moved to the new Entry.

#### 21.2 Progression in the Pay Plans

Progression of employees from their current step to the next higher step in the appropriate labor grade for their classification shall be automatic and will become effective at the beginning of the pay period in which the employee's anniversary date of classification falls.

#### 21.3 Acting in Higher Classification

- A. Whenever an employee covered by this Agreement is required and assigned to serve in a classification higher than his own, he shall be compensated at the same rate as the entry level of the higher classification with a maximum rate for acting in a higher classification to be seventy-five (\$.75) cents per hour for all hours worked. One exception to this would be when a Firefighter/ Paramedic is required and assigned to serve as an Acting Fire Lieutenant. In that case, the employee shall be compensated at the same rate as the entry level of the higher classification with a minimum rate for acting in the higher classification to be sixty (\$.60) cents per hour and a maximum rate of seventy-five (\$.75) cents per hour for all hours worked. The other exception would be when a Firefighter who is a certified Paramedic is assigned to the EMS Division to act as a

Firefighter/Paramedic. In that case, he will be paid \$1.75 per hour for all hours worked.

- B. All acting in a higher classification assignment shall be made on the basis of qualifications for such assignment in the judgment of Fire Department management.
- C. An employee who is temporarily assigned to serve in the capacity of a management position for three (3) or more consecutive work days will be compensated with one additional hour of his straight time pay for each complete day served in that capacity.

#### 21.4 County EMT Certification and Assignment Pay

- A. An employee who is recognized and "certified" by the County to perform as an EMT shall receive, in addition to his base rate of pay \$32.00 per pay period. This pay may be received in addition to other types of assignment pay.
- B. A County-recognized EMT assigned under the direction of the Fire Chief to ride an ALS unit and perform as an EMT (seat time), shall receive in addition to his base rate of pay and the certification pay provided for in Section 21.4A above, seventy-five (\$.75) cents per hour. This pay shall be limited to one EMT per ALS engine.

#### 21.5 Paramedic Certification Pay

Employees who are not in the classification of Firefighter/Paramedic, but who are County-recognized and "certified" paramedics shall receive, in addition to their base rate of pay, \$75.00 per pay period.

#### 21.6 Driver Engineer Assignment Pay

- A. A driver engineer is defined as any employee who drives, operates, and is responsible for the safe and efficient operation of fire apparatus.
- B. Those employees assigned under the direction of the Fire Chief and performing (seat time) as a driver engineer on engines, aerials or brush trucks shall be eligible for Driver Engineer Assignment Pay. Employees who are certified drivers shall receive preference when driver assignments are made.
- C. Driver Engineers shall receive, in addition to their base rate of pay, sixty (\$.60) cents per hour.

#### 21.7 Squad Driver Assignment Pay

- A. A squad driver is any employee who is assigned to drive a squad truck and is responsible for the safe efficient operation of the vehicle and equipment assigned to the vehicle.
- B. Those employees assigned under the direction of the Fire Chief and performing (seat time) as a driver on a squad truck, shall be eligible for Squad Driver Assignment Pay which is, in addition to their base rate of pay, sixty (\$.60) cents per hour.

#### 21.8 Hazardous Materials Response Team Assignment Pay

Any employee who meets the current certification guidelines set forth by the Fire Chief or his designee and is specifically assigned to and performing on the Hazardous Materials Response Team on a scheduled shift shall receive sixty (\$.60) cents per hour in addition to his basic rate of pay for all hours worked. These assignments will be made at the discretion of the Fire Chief or his designee and will be limited to a maximum of eight (8) employees, including no more than two (2) officers, at any given time. This limitation excludes major incidents and training exercises requiring more than eight (8) employees. Employees being compensated as per 21.15 will count toward this maximum.

#### 21.9 Marine Team Assignment Pay

Any employee who meets the current certification guidelines set forth by the Fire Chief or his designee and is specifically assigned to and performing on the Marine Team on a scheduled shift shall receive sixty (\$.60) cents per hour in addition to his basic rate of pay for all hours worked. These assignments will be made at the discretion of the Fire Chief or his designee and will be limited to a maximum of eight (8) employees, including no more than two (2) officers, at any given time. This limitation excludes major incidents and training exercises requiring more than eight (8) employees. Employees being compensated as per 21.15 will count toward this maximum.

#### 21.10 Technical Rescue Assignment Pay

Any employee who meets the current certification guidelines set forth by the Fire Chief or his designee and is specifically assigned to and performing on the Technical Rescue Team on a scheduled shift shall receive sixty (\$.60) cents per hour in addition to his basic rate of pay for all hours worked. These assignments will be made at the discretion of the Fire Chief or his designee and will be limited to a maximum of eight (8) employees, including no more than two (2) officers, at any given time. This limitation excludes major incidents and training exercises requiring more than eight (8) employees. Employees being compensated as per 21.15 will count toward this maximum.

#### 21.11 Headquarters Assignment Pay

An employee assigned to full duty on a full-time basis at Fire Headquarters shall receive one hundred and fifty dollars (\$150) bi-weekly per pay period in addition to his basic rate of pay.

Employees assigned to Fire Headquarters shall also be entitled to “acting pay” if they meet the department criteria. This differential pay shall not be applicable to employees temporarily assigned to Headquarters on a restricted duty basis.

#### 21.12 Rescue Assignment Pay (Lieutenant)

A lieutenant assigned on either a full-time or acting basis to serve in the EMS Division as a rescue lieutenant shall receive one hundred and fifty dollars (\$150) per bi-weekly pay period, in addition to his basic rate of pay. A Lieutenant assigned to the Rescue Division shall also be entitled to "acting" pay if he meets the department requirements.

#### 21.13 Tactical Apprehension and Control Team TAC Assignment

Any employee who meets the current certification guidelines set forth by the Fire Chief or his designee and is specifically assigned to and performing on the Tactical Apprehension and Control Team on a scheduled shift shall receive sixty (\$.60) cents per hour in addition to his basic rate of pay for all hours worked. These assignments will be made at the discretion of the Fire Chief or his designee and will be limited to a maximum of eight (8) employees, including no more than two (2) officers, at any given time. This limitation excludes major incidents and training exercises requiring more than eight (8) employees. Employees being compensated as per 21.15 will count toward this maximum.

#### 21.14 Promotional Increase

- A. Firefighters who are promoted to Fire Lieutenant shall receive an increase of five (5%) percent above their current rate or the entrance pay step of the classification to which promoted, whichever is greater. If the five percent is applied and falls somewhere between steps, the higher step shall be used for placement in the pay range for that classification. In no case shall an employee be granted a rate that is above the maximum step for his assigned classification.
- B. When an employee in the classification of Firefighter is promoted to the classification of Firefighter/Paramedic, the affected employee shall be placed in the same numbered step in the applicable Firefighter/Paramedic pay plan as he had in the parallel Firefighter pay plan.
- C. The Firefighter classification date shall be used for anniversary step raises in the Firefighter/Paramedic pay plan until the maximum step in the pay plan is reached.
- D. The Firefighter/Paramedic classification seniority date shall be the effective date the Firefighter was promoted to the classification of Firefighter/Paramedic.
- E. When an employee in the classification of Firefighter/Paramedic is promoted to the classification of Fire Lieutenant, the affected Firefighter/Paramedic shall be raised to the pay step in the Fire Lieutenant pay plan which provides a salary increase over what he was receiving prior to the promotion. In the event the Firefighter/Paramedic is eligible for an annual step increase within ninety (90) days of the effective date of a promotion, then said employee shall be placed in



the appropriate step in the Lieutenant pay plan which provides a pay increase that exceeds the rate of pay the employee would have received for his annual step increase if he had not been promoted.

- F. The Fire Lieutenant classification seniority date shall be the effective date the Firefighter or Firefighter/ Paramedic was promoted to the classification of Fire Lieutenant.

21.15 An employee shall not be eligible for more than one (1) differential pay supplement for each hour worked except as provided for in 21.4 (EMT Certification and Assignment), 21.11 (Headquarters Assignment), and 21.12 (Rescue Assignment). An employee specifically assigned to and performing the duties of either 21.8 (Hazardous Material Response Team), 21.9 (Marine Team), or 21.10 (Technical Rescue) while at the same time performing as either 21.4 (EMT Assignment), 21.6 (Driver Engineer), or while acting in a higher classification, will receive an additional thirty (\$.30) cents per hour. [Post ratification of the agreement, the parties agreed to clarify the language of this paragraph as reflected in a Memorandum of Understanding dated August 7, 2008. A copy of this Memorandum of Understanding is contained within the contract following Article 32, Duration.]

In addition to the above, when an employee who is assigned to an ALS Unit is receiving EMT Assignment Pay (seat time, per 21.4.B.) and also at the same time either assigned to and performing the duties of a Driver Engineer or acting in a higher classification, said employee shall be eligible to receive an additional thirty (\$.30) cents per hour. Only one EMT employee on each ALS Unit is entitled to receive the additional thirty (\$.30) cents per hour differential payment at a time.

**Appendix A to Article 21 (Pay)  
FY 2008**

**FIREFIGHTER**

<b>Steps</b>		<b>E</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>M</b>
FY 08 PAY	2.5%	\$35,697	\$37,337	\$38,977	\$40,608	\$42,251	\$44,782	\$46,930	\$48,920	\$50,876	\$55,816

**FIREFIGHTER/PARAMEDIC**

<b>Steps</b>		<b>E</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>M</b>
FY 08 PAY	2.5%	\$45,992	\$47,917	\$49,853	\$52,841	\$55,377	\$57,724	\$60,034	\$65,862

**FIRE LIEUTENANT**

<b>Steps</b>		<b>E</b>	<b>1</b>	<b>2</b>	<b>3</b>
FY 08 PAY	2.5%	\$56,883	\$58,872	\$60,935	\$68,060

## ARTICLE 22

### SCHEDULE, WORK WEEK AND OVERTIME

#### 22.1 Work Schedule and Shift Starting and Ending Time

- A. The current schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be continued for Fire Suppression and EMS Division employees covered by this agreement, except that every fourteenth shift will be scheduled time off (R-day). This will provide an average work week of fifty-two (52) hours.
- B. Twenty-four hour shifts for Fire Suppression employees shall begin at 0800 and end at 0800 the following morning. Other shift positions that currently have different starting and ending times may continue to work a different schedule.
- C. The work hours and work week of employees assigned to other divisions or activities of the Fire Department shall be determined by the Fire Chief to meet the needs of the Department and provide the most efficient service to the community.

#### 22.2 Departmental Training -- RESERVED

#### 22.3 Annual Selection of R Day

- A. The selection process for relief days (R-days) will be permitted annually, and the selection process shall be conducted during the month of December and completed prior to the annual selection of vacation. The newly selected R day schedule shall be effective February 1 each year. As a result of this annual selection, the number of shifts between R days may vary from the fourteen shifts referenced in section 22.1.A. Inasmuch as employees covered by this bargaining unit are paid on an “average hours” basis and therefore receive the negotiated annual salary, it is agreed that the hourly rates will not be adjusted to account for the total number of hours worked in a year due to relief day schedules. The above-described agreement does not violate the provisions of the Fair Labor Standards Act.
- B. The R day selection process will be completed and the results will be posted for all members prior to the effective date. A copy of the R-day book will be supplied to the Union office prior to the effective date.

#### 22.4 Hours Worked

Work hours include all time an employee is required to be on duty or on the employer's premises, or at a prescribed workplace. Holidays, annual leave, illness leave, funeral leave, jury

duty, Union business leave, military leave and other absences from duty shall not be considered as actual hours worked, except as provided in Article 13.4.

## 22.5 Time Off Slots

- A. All absences from work must have prior approval of the appropriate District Chief. Scheduled leaves shall include illness leave, military leave, jury duty, and bereavement leave (when known in advance). Illness leave will occupy an available slot commencing on the sixth shift of the absence. If it is estimated prior to the sixth shift that the absence will be longer than five shifts, the occupation of a slot will commence at that time. No more than five (5) slots will be used for this purpose. The five slots shall be allocated as follows: three (3) Firefighters, one (1) Firefighter/Paramedic, and one (1) Lieutenant slot per shift.
- B. Requests for unplanned leave utilization shall be considered by the appropriate District Chief subject to there being no more than the approved number of persons off as per paragraph C below. Requests for leave of an emergency nature must be approved by the Fire Chief, or his designee, and may count against any appropriate slot.
- C. For annual leave, holiday leave, as well as other leave as addressed in paragraphs A and B, there shall be a total of ten combined slots for Firefighters, Firefighter/Paramedics and Fire Lieutenants. These slots may be used by employees in the different classifications as long as no more than the following number of employees is off in each classification: seven (7) Firefighters, three (3) Firefighter/Paramedics or three (3) Fire Lieutenants. Once seven Firefighters, three Firefighter/ Paramedics, or three Lieutenants have been counted against the slots, no additional absences in those respective classifications occurring at that same time will be counted against the remaining slots.  
  
For the purposes of the first and second rounds of the annual vacation selection, the ten slots will be allocated as follows: six (6) slots for Firefighters, two (2) slots for Firefighter/Paramedics, and two (2) slots for Fire Lieutenants.
- D. The parties agree to apply the absences of employees in a given classification to the slots only until the maximum specified above per classification is filled. For example, if seven firefighters have been given approved leave, an eighth firefighter who qualifies to fill a slot due to an unanticipated absence does not fill up one of the three remaining slots which can be used by either paramedics or lieutenants.

## 22.6 Overtime Eligibility

- A. Employees assigned to a duty schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty, who actually work in excess of 106 hours in the

established fourteen (14) day work period, shall be eligible for overtime pay at time and one-half their regular hourly rate of pay.

- B. Employees assigned to a forty (40) hour work week schedule must actually work in excess of forty (40) hours in the established seven (7) day work period to be eligible for overtime pay at time and one-half their regular hourly rate of pay, except as provided in Article 13.4.
- C. The employee's regular hourly rate of pay shall be used to compute any overtime earned. Regular hourly rate of pay includes those items of compensation required to be in compliance with the Fair Labor Standards Act.
- D. Employees shall be required to work overtime when assigned, and will be paid the premium rate of time and one-half their regular hourly rate for all hours in excess of the normal duty schedule as noted in A and B above.
- E. When an employee volunteers or is assigned to work an actual national holiday that is not a City designated holiday, which he would not otherwise work under his normal schedule, the employee will be guaranteed time and one-half his regular rate of pay for hours worked.
- F. Currently a fourteen (14) day work period has been established for shift employees who work an average 52 hour schedule, and a seven (7) day work period has been established for forty (40) hour and administrative employees for the purpose of complying with the Fair Labor Standards Act (FLSA).
- G. The parties agree to begin labor/management consultation meetings prior to the end of Fiscal Year 2008, to reopen and work toward a resolution of employee concerns regarding methods used in the department for the assignment of overtime and the provisions in 22.2, Departmental Training. Upon mutual agreement to any provision that would amend contract language, the parties agree to execute a signed Memorandum of Understanding to implement such an amendment.

#### 22.7 Call Back

Call back is provided to compensate an employee who is contacted off duty and returns to work immediately on an unscheduled basis due to an urgent, unforeseen, or emergency situation. Eligibility for call back pay is as follows:

- A. An employee who is contacted off duty and is required to return to work immediately on an unscheduled basis prior to his next regularly scheduled shift shall be eligible for call back pay.
- B. An employee eligible for call back pay shall be paid for the actual hours worked, plus one (1) hour inconvenience bonus at his straight time hourly rate. Such

employee will receive a minimum guarantee of four (4) hours compensation which will include time worked plus the inconvenience bonus.

- C. An employee who returns to work three (3) hours or less prior to his regularly scheduled starting time shall be paid for the actual time worked plus one(1) hour inconvenience pay at his straight time hourly rate.
- D. An employee may receive the call back inconvenience pay no more than twice in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period, he shall be paid at his applicable rate from the time of the third or more notice to the time the employee returns home and shall not be eligible for additional call back pay or the call back inconvenience bonus.
- E. All hours actually worked on a call back assignment shall be counted toward computing overtime eligibility for eligible employees.
- F. An employee who is on duty and is assigned to return to work on a scheduled basis later shall be ineligible for call back pay, but may be eligible for overtime pay.
- G. An employee who has not left the premises and is required to continue working after completion of his scheduled shift shall be ineligible for call back pay, but may be eligible for overtime pay.

## 22.8 Standby Pay

- A. In order to provide coverage for services during off duty hours, it may be necessary to assign and schedule an employee to standby duty. A standby assignment is made by a department supervisor who requires an employee to be available for work in the event an urgent situation arises on the employee's off duty time.
- B. The department will initially seek volunteers for standby assignments whenever possible, consistent with the equitable distribution of standby time within a work area, classification and shift, and in consideration of the employee's knowledge, skill, and ability. In the event volunteers are not available, employees will be required to take the assignment in order to maintain effective service to the community.
- C. If an employee on standby duty is unavailable or otherwise fails to respond to a call to work, he will forfeit the entire standby pay and may be subject to disciplinary action.
- D. An employee assigned to standby duty is guaranteed standby pay of a minimum of two (2) hours pay at his regular straight time rate for each eight (8) hours of standby time assigned and fulfilled.

- E. An employee who is called to work while on standby duty, will be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to return to work. This compensation is in addition to the standby pay of two (2) hours for each eight (8) hours assigned. For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home.
- F. Return to work assignments from standby duty do not qualify an employee for call back pay.
- G. Standby time and non-work time included in the one (1) hour minimum guarantee shall not count as hours worked for the purpose of computing overtime pay.

## **ARTICLE 23**

### **SENIORITY, LAYOFF AND RECALL**

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

23.2 City seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay or suspensions without pay for more than thirty (30) consecutive calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay or suspensions without pay for periods of thirty (30) consecutive calendar days or less shall not cause the City seniority date to be adjusted.

City seniority shall be used for purposes of computing annual leave accrual, service awards, and other matters based on length of service.

23.3 Classification seniority shall be understood to mean length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer, or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence without pay or suspension without pay for more than thirty (30) consecutive calendar days, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absences without pay or suspensions without pay for periods of thirty (30) consecutive calendar days or less shall not cause the classification seniority date to be adjusted.

Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for step increases and promotion. Seniority for the classification of Firefighter when a Firefighter/Paramedic voluntarily takes a demotion to the classification of Firefighter, shall include the combined total years of service in the department in both classifications.

- 23.4 A. All new employees in the classification of Firefighter shall be placed on probation for one (1) year in the classification following graduation from the Fire Academy or for one (1) year in the classification from the date of employment if the new employee has previously fulfilled the requirements of the State of Florida Fire Fighters Standards Council. All newly promoted employees shall be placed on probation for one (1) year in the classification from the date of promotion. Cumulative absences of thirty (30) calendar days or more, time spent on light duty, and any suspensions from scheduled work shall be added to a probationary period.
- B. For the job classification of Firefighter/Paramedic, a combined probationary period of twenty-four (24) months shall be applicable to the following cases: (1) new employees who are certified paramedics when they are hired by the City, and (2) Firefighters who have not completed their initial probationary period and who are promoted to Firefighter/Paramedic. Cumulative absences of thirty (30) calendar days or more, time spent on light duty, and any suspensions from scheduled work shall be added to the probationary period. Upon successful completion of the twenty-four (24) month probationary period, including the training programs for both Firefighter and Firefighter/Paramedic, the employee will become a classified employee. Absent any exception approved by the Fire Chief, the classified Firefighter/Paramedic will be required to maintain certification as a Paramedic (EMT-P) and perform as such for a minimum of four (4) years from the date of employment or promotion.
- C. The Fire Chief has the authority to extend initial employment probation for three (3) additional months.

23.5 Employees shall lose their seniority as a result of the following:

- A. Voluntary resignation
- B. Normal Retirement
- C. Separation from employment
- D. Layoff exceeding twelve (12) months
- E. Failure to report to the Human Resources Department intention of returning to work within fourteen (14) calendar days of return receipt verification of certified mail of the recall offer notice.
- F. Failure to return from military leave within the time limits prescribed by law



23.6 An Employee who retires under a disability retirement and who subsequently recovers from a disability and can perform the essential functions of a Firefighter, may apply to be reinstated to his former position upon application to the City for a vacant posted position. Upon reinstatement, said employee is entitled to pay and benefits at the level to which he had progressed prior to the effective date of his disability retirement. Such employee shall receive seniority credit for actual years of service and have his classification and city seniority restored with an adjustment to exclude the years that he was in the status of disability retirement.

23.7 Layoff

- A. Departmental management will notify the Union in advance of any pending reduction-in-force.
- B. In the event of a layoff for the classification of Firefighter, those who are in a probationary status will be laid off first, starting with the least senior employee as determined by classification seniority.
- C. In the event of a layoff for the classification of Firefighter/Paramedic, those who are in a promotional probationary status will be laid off first by being bumped back to the Firefighter classification provided they have sufficient classification seniority to hold as a Firefighter. For the purposes of this Article, classification seniority shall be considered as the time spent in the classification of Firefighter/Paramedic plus the time spent as a Firefighter. Those hired as a Firefighter/Paramedic shall have the option of being placed in the classification of Firefighter, provided they are able to hold, or to accept the layoff. The date of classification of Firefighter/Paramedic shall serve as their date of classification as a Firefighter to determine their holding ability.
- D. Those employees that were hired as Firefighters and promoted to Firefighter/Paramedic before completing one year of probation as a Firefighter shall have the option of being placed in the classification of Firefighter to determine their holding ability or to accept the layoff.
- E. In the event of a layoff for the classification of Fire Lieutenant, those who are in a probationary status will be laid off first by being bumped back to their immediately prior held classification provided they have sufficient classification seniority to hold. For the purposes of this Article, classification seniority shall be considered as the time spent in the classification of Fire Lieutenant plus the time spent in the classification to which he is bumping back. For example, a Fire Lieutenant, who has worked his way up through the ranks, and is subject to layoff, would bump back to Firefighter/ Paramedic. The combined time in both classifications would be used to determine his holding ability as a Firefighter/Paramedic. If unable to hold as a Firefighter/Paramedic, he would then bump back to a Firefighter classification with the time spent in all three classifications used to determine his holding ability as a Firefighter. If the

employee was not a Firefighter/Paramedic, he would bump back to the Firefighter classification provided he is able to hold in that classification.

- F. Employees shall be laid off in the inverse order of their length of time in classification. In the event that two or more employees in the same classification have the same amount of time, the employee with the greatest length of department service shall be deemed to be the senior employee. In the event two or more employees have the same classification and department seniority, the employee with the greatest City seniority will be deemed to be the most senior employee. In the event two or more employees have the same classification, department, and City seniority, the employee with the lowest City identification number will be deemed the most senior employee unless one is eligible for Veterans' Preference in accordance with applicable state or federal law.
- G. Employees returning to their immediately prior held classification as a result of a layoff shall receive a rate of pay not more than what they would have attained had they progressed normally within that classification.
- H. Employees affected by a layoff who feel that the provisions of this section have not been properly carried out may appeal through the negotiated grievance procedure.

### 23.8 Recall

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

- A. Recall will be offered to laid off employees provided they are qualified to perform the essential functions of the job and provided they still meet all of the City and State requirements for the position to which they are recalled. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons as certified by an attending physician, may request a leave of absence not to exceed thirty (30) days, unless eligible under the provisions of the Family Medical Leave Act for a longer recuperation period.
- B. Recall from layoff shall be in the order of classification seniority.
- C. An employee recalled within twelve (12) months shall keep the same classification seniority date as existed before the layoff, although no credit will be given for the time spent on layoff.

## **ARTICLE 24**

### **GENERAL PROVISIONS**

#### 24.1 Travel Pay

Employees shall be paid travel pay at the rate of \$.445 per mile, or at the established City rate, whichever is higher.

#### 24.2 Transfers

- A. All employees in this bargaining unit shall have the right to request a transfer for any opening that occurs.
- B. When an opening occurs in the Fire Department, employees may submit written transfer requests to their District Chief for consideration.
- C. All requests must show present assignment, desired assignment and date of request. Transfer requests will be kept on file for six (6) months and may be renewed at the employee's option.
- D. Departmental seniority shall be considered when filling an opening by transfer. Final authority for any transfer rests with the Fire Chief.

#### 24.3 Transfer of Union Officials

The Employer agrees not to transfer Union officials unless it is necessary for the efficient operation of the Fire Service.

The provisions of this Section do not apply to a Union official who is on probationary status (including promotional probation).

#### 24.4 Appendices and Amendments

Provisions of this Agreement may be clarified, amended, or modified upon the written consent (Memorandum of Understanding) of the duly authorized representatives of the City and the Union. No ratification by the legislative body or represented employees shall be required on said clarification, amendment or modification. Any amendments to this Agreement shall be written, dated and signed by the duly authorized representatives of the parties and shall be subject to all the provisions of this Agreement.

#### 24.5 Printing of Agreement

- A. The Employer agrees to provide the Union forty-five (45) copies of the labor agreement within twenty-one (21) calendar days after Council ratification and signature by the parties.

- B. The Employer will furnish a copy of the labor agreement to each Fire Station and Headquarters.

#### 24.6 Physical Examinations

- A. Employees covered by this labor Agreement shall be required to undergo an annual employer physical examination as scheduled by the Fire Department.

The Employer reserves the right to require any employee to undergo a physical examination at any time.

- B. The Employer shall determine the extent of the examination and bear the cost of each examination. The results of these physicals shall be sent to each employee upon completion of the physical.

Physicals shall include, but not necessarily be limited to the following:

1. S.M.A., Profile 19 (Liver, Blood, Sugar, etc.)
  2. Chest X-ray (optional - see Section C.)
  3. Urinalysis
  4. Rectal Cancer Examination (DRE & stool blood test), age 40 and over
  5. Prostate exam (male)  
DRE - age 40 and over  
DRE and PSA - age 50 and over
  6. Doctor's physical (eyesight, reflexes, ears, throat, etc.)
  7. Breast and Cervical Cancer Examinations (Female - optional); with mammogram provided at age 35, every other year from age 40-49, and every year from age 50 and up.
  8. Audiometric evaluation
  9. Pulmonary Function Test (to be graphed)
  10. Tuberculosis testing - (Note: If a TB test is positive, then a chest X-ray at that time will be required and annually thereafter if the attending physician indicates it will be of diagnostic value.)
  11. EKG
- C. Any procedure which requires exposure to X-rays may be eliminated at the employee's request with the exception of the chest X-ray if a positive TB test occurs. Stress EKG's, echocardiograms and/or chest X-rays will be administered to those employees displaying signs and/or symptoms of a heart/lung ailment and only where the attending physician believes that these tests will provide a beneficial diagnostic value.
  - D. The Department will make every effort to ensure that confidentiality is maintained when a copy of the results of the physical examination is forwarded to the employee. To this end, the medical report shall be supplied to the Department by the medical facility in duplicate and shall go for review to an employee so

designated by the Fire Chief, who will follow up on those indicating such a need. All physical examination reports will be maintained in a separate file at Fire Headquarters.

The provider will mail the results of the annual physical directly to the employee. The employee will be responsible for any needed follow up with his or her personal physician. Should the employee fail to follow up on a medical problem and that medical problem leads to a work-related illness or injury, the employee may be subject to discipline and will not be eligible for on-duty injury pay.

- E. The Fire Department shall maintain a file on each employee which shall contain information about occupational injuries/illnesses and each reported or known event that exposes the employee to known or suspected hazardous materials, toxic products or contagious diseases.
- F. If an employee after being scheduled for his physical examination, fails to keep his appointment, he may be subject to disciplinary action.
- G. Within two weeks prior to initial station assignment, all employees who may have occupational exposures will be offered the Hepatitis B vaccine unless the employee can show proof of previously receiving the complete Hepatitis B vaccination series, immunity as revealed by antibody testing or the vaccine is contraindicated for medical reasons. If at some point the U.S. Public Health Service recommends routine booster doses, they shall be made available to the employees at no cost.

#### 24.7 Prevailing Rights

All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement, will be presumed to be reasonable and proper and will not be changed arbitrarily or capriciously.

#### 24.8 Uniforms

The Fire Department agrees to continue to furnish uniforms and linens for employees.

#### 24.9 Indemnification

The City agrees to indemnify employees against judgments levied against them as a result of their negligent non-intentional torts committed while acting within the scope of their employment, up to the recovery limits specified in 768.28(5) Florida Statutes as amended, subject to the terms and conditions of 111.07 Florida Statutes.

#### 24.10 Community Service Time Account

The President of the Union or his designee will be allowed up to two hundred forty (240) hours of City compensatory time per year to attend City, County or State public hearings or meetings, Civic Association meetings or fund raising activities for registered (IRS) charitable organizations.

## **ARTICLE 25**

### **CONSULTATION**

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

25.2 Consultation meetings between the Union representatives and Management shall be arranged by mutual agreement of the parties upon request of either party. Consultation meetings may be called by the employer consistent with confidentiality, or other legal restrictions to advise the Union of any anticipated major changes affecting the working conditions of bargaining unit employees. Arrangements for any consultation meeting shall be made ten (10) calendar days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested. Matters taken up in consultation meetings shall be those included in but not necessarily limited to the items on the Agenda and Union representatives shall be limited to no more than four (4) persons at any one meeting.

25.3 When contact is required by the Union with Management on matters covering consultation, the point of contact is the Labor Relations Manager. Where contact is required by Management with the Union the point of contact is the President of the Union.

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

25.5 Nothing in this Article shall preclude the parties from bargaining the impact of matters that are mandatory subjects of bargaining.

## **ARTICLE 26**

### **SUPPLEMENTAL FIREFIGHTER'S RETIREMENT SYSTEM**

It is agreed that the Supplemental Firefighter's Retirement System (City Code Chapter 22, Article IV, Division 4) will remain in effect, except that the parties agree that the applicable City Code provisions will be amended to reflect the following changes:

1. The parties have agreed to enhance the benefits related to the Supplemental Firefighter's Retirement System by establishing an annual Cost of Living Adjustment (COLA) provision for members who retire or enter into the DROP on or after October 1, 2008,

and are age 60 or over, to be solely funded with available State premium tax funding pursuant to Chapter 175, Florida Statutes.

- A. Available funds shall be those premium tax funds received in excess of the 1998 base or “frozen” amount and those funds already committed to incrementally fund existing benefits to meet minimum benefits and extra benefits as defined under Chapter 175, Florida Statutes (\$1,210,916 as of FY07) and shall include the accumulated balance of \$1,422,103.
- B. This benefit enhancement has been agreed to on the basis of a mutual expectation that the City would continue to qualify for the Chapter 175 State premium tax funding and on the basis of a mutual expectation of approval by the Municipal Police Officers' and Firefighters' Retirement Trust Fund Office of the Florida Division of Retirement and any other regulatory agency.
- C. The COLA benefit will be established at a maximum level of two (2%) percent annually. The accumulated available Chapter 175 premium tax revenue will be held in a separate account of the Pension Trust until it is actually paid out to cover the annual cost of the COLA benefits. The investment of the separate account will be directed by the Pension Board.
- D. The COLA benefit will begin October 1<sup>st</sup> following the commencement of retirement benefits and attainment of age 60, with any subsequent increases made each October 1<sup>st</sup> thereafter.
- E. In the event the accumulated available funds eventually exceed the amount needed to fund the COLA benefit, such excess funds shall be used to provide other benefits as provided in FS 175.351.
- F. Any actuarial cost impact statements and analyses, as provided in FS 175.071 and 175.311, will be performed by the Pension Board's actuary.
- G. In the event the Chapter 175 State premium tax funding is not sufficient based on an annual actuarial valuation performed by the Pension Board's actuaries to fund a two (2%) percent COLA, the parties have agreed that the COLA will be adjusted to a level not to exceed a COLA percentage that can be fully funded with available Chapter 175 State premium tax funding.
- H. The parties to this Agreement have agreed to enhance certain benefits related to the Supplemental Firefighter's Retirement System through the collective bargaining process. The benefit enhancements have been agreed to on the basis of a mutual expectation that the City would continue to qualify for State premium tax funding pursuant to Chapter 175, Florida Statutes, without further increasing benefits except on an incremental basis, and then only to the extent additional premium tax funding becomes available to fully fund those incremental benefits.

Furthermore, the two parties agree that the City will have the right to reopen negotiations on Article 26 at any point wherein the City, during the term of this Agreement, is advised by the appropriate state agency, or an administrative or judicial court, that the City's pension plan(s) for sworn fire personnel are not in compliance and changes to any of those plans would have to be implemented in order to qualify for the continued receipt of State premium tax funds. The City also agrees to advise the SPAFF at such time as such notice is received from the appropriate agency or court.

## **ARTICLE 27**

### **PROMOTIONAL PROCESS**

27.1 There shall be an exam given for the position of Fire Lieutenant. A list of those employees who pass the exam shall be maintained in descending final test score order. Duration of the list shall be determined and posted prior to the date of the written exam.

27.2 Those individuals wishing to take the promotional examination for Fire Lieutenant must have six (6) consecutive years as a Firefighter and/or Firefighter/Paramedic with the St. Petersburg Fire and Rescue Department immediately prior to the published application closing date. They must also be a classified Firefighter or Firefighter/Paramedic at the time of the examination, except that a probationary Firefighter/Paramedic who has served as a Firefighter in the department for at least six (6) consecutive years is also eligible to take the exam.

27.3 In order to take the examination for Lieutenant, applicants must possess a State Fire Officer I Certificate.

27.4 Effective July 1, 2010, applicants must submit a college transcript prior to the published application closing date documenting successful completion of a minimum of 31.5 hours of college credit from an accredited educational institution to be eligible to take the exam for Fire Lieutenant.

27.5 The relative weights to be assigned to each element of the examination process and the applicable passing scores shall be based on the most recent job analysis available at the time the promotional examination process is developed.

## **ARTICLE 28**

### **DRUG FREE WORK PLACE**

28.1 The City and the Union agree that providing a drug-free work place is not only desirable from the perspective of the Employer but also from the perspective of the employees and citizens of St. Petersburg. Both the Employer and employees are interested in a safe and efficient work force which has the support and confidence of the citizens it serves and provides those citizens with the best service possible. The policies and procedures contained in this Article are for the purpose of achieving those goals.



28.2 Any employee covered by this bargaining unit will be subject to a urine or breathalyzer test accomplished by an accredited testing laboratory if there is reasonable suspicion based upon observed actions or assumptions on the part of the employee's immediate supervisor and the Fire Chief, or his designee, that the employee is using or under the influence of alcohol, drugs or controlled substances while on duty. Anonymous phone calls, by themselves, will not constitute reasonable suspicion. Random testing is to be strictly prohibited except as referenced in 28.5.

28.3 When an employee's initial test is positive (i.e., a drug or drugs is detected in the urine) a confirmation test, the Gas Chromatography/Mass Spectrometry will be run on the sample originally taken. If the confirmation test does not detect the presence of a drug or drugs, that test shall prevail. The testing will be done at the City's expense.

28.4 A test result indicating the employee is under the influence of alcohol, or a result indicating the presence of illegal drugs or controlled substances (when taken without a prescription or without being under the care of a physician) while on duty will result in disciplinary action up to and including discharge. An employee shall not be disciplined until a positive test result is communicated to the Employer.

28.5 In the event that an employee informs the Employer he will seek assistance for drug/alcohol abuse either voluntarily or prior to reasonable suspicion testing, no disciplinary action shall be taken against the employee. Successful completion of an approved rehabilitation program shall result in no disciplinary action against the employee. This applies to the first offense only. Any employee who uses this one time option shall be subject to unannounced testing on duty for a period of one year from the time of the voluntary notice or notification of a positive test result.

- 28.6 A. Whenever an employee is required to be drug or alcohol tested and believes that the test was ordered contrary to the provisions of this Article, he shall comply with the order, and may simultaneously grieve the order with the communicator of the order. Said grievance will be limited to whether or not there was reasonable suspicion to require the employee to take the urine or breathalyzer test; pending the outcome of the grievance, the results of the drug test will remain sealed, and opened only in the event the grievance is rejected.
- B. Disputes arising out of such protests shall be arbitrable under the expedited arbitration rules of the American Arbitration Association (AAA) except that a jointly selected arbitrator shall be used. The three arbitrators selected will be used on a rotating basis for cases filed under the provisions of this Article for the duration of this Agreement.
- C. The grievance will be submitted directly to arbitration and the hearing will be held no later than two weeks after the employee was required to submit to the test. No post hearing briefs will be filed and the arbitrator will respond to the parties in writing within five (5) calendar days after the hearing. In no event will the arbitrator respond orally at the conclusion of the hearing.

28.7 In recognition of the importance of having a drug free work force worthy of the respect and trust of the public, the following shall be the policy for employees who are guilty of misconduct:

- A. Employees who sell illegal drugs or controlled substances, either on or off duty, shall be terminated from employment
- B. Employees who are in possession of or using illegal drugs or controlled substances without a prescription or are consuming alcohol while on duty, including meal and rest periods, shall be terminated from employment in accordance with the City's Code of Conduct, (Group III offense), unless the Fire Chief or his designee can document mitigating circumstances and obtain the approval of the Employee Relations Director not to terminate.
- C. Employees who are under the influence of illegal drugs or controlled substances without a prescription or alcohol while on duty shall be disciplined in accordance with the City's Code of Conduct, (Group II offense), although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct. Should a drug test be conducted in accordance with the provisions of 28.2, reasonable cause testing, then a positive test for a felony drug shall result in termination and a positive test for a misdemeanor drug will result in a Group II level charge and applicable discipline.
- D. Employees who are in possession of illegal substances or drug paraphernalia (as defined by state statute; i.e., contains identifiable residue) while off-duty and said possession constitutes a felony, shall be terminated unless the Fire Chief or his designee can document mitigating circumstances and obtain the approval of the Employee Relations Director not to terminate.

Employees who are in possession of illegal substances or drug paraphernalia while off-duty, and said possession constitutes a misdemeanor shall be disciplined (guideline: Group II offense) for the first offense and terminated for the second offense, unless a nexus exists between the employee's position and the drug possession, in which case the employee shall be terminated for the first offense.

28.8 In any event of suspected substance possession, use or abuse, the employee under any circumstance shall not give up his rights under the Florida Firefighter Bill of Rights.

28.9 At the time of implementation of this contract, all new employees shall be put on notice by memorandum to each individual employee as each is hired that the Fire Department is committed to employing a drug free work force. Said notice will also include encouragement for employees who may have a substance use or abuse problem to seek professional assistance on a confidential basis from the City's Employee Assistance Program or a source of their own choosing. The penalties contained in this Article shall also be communicated to employees.

## ARTICLE 29

### GROUP INSURANCE

#### 29.1 Life and AD&D Insurance

It is agreed by the parties that the City will pay to the Union, on a monthly basis, \$3.15 per employee per month for each employee represented by the bargaining unit. The Union will provide at no cost to all Union-represented employees, a minimum of \$10,000 term life insurance, or whatever higher coverage can be purchased with the City monies provided, with the option of purchasing supplemental life and AD&D insurance. Coverage of an employee will be effective after 90 calendar days of full-time employment. It is also agreed that the Union will not charge the employees any additional premium for the cost of the basic term life insurance coverage provided by the Union.

The Union will be responsible for maintaining all records needed for the processing of term life and AD&D insurance claims including beneficiary designations and amount of life insurance coverage. The City will provide a listing of current Union represented employees to the Union. Any discrepancy in payments will be resolved as soon as possible. The City will be held harmless for any claims issues.

It is agreed by the parties that the Union will be responsible for collecting any premium payments for employees electing the supplemental term life and AD&D coverage. The employees will be advised by the Union that this coverage is not covered under the City's Premium Payment Plan; therefore, premiums are not eligible to be deducted from taxable income.

Employees retired on or after April 1, 1997, will be eligible for life and AD&D coverage through the Union. The City will continue to cover employees retired before April 1, 1997.

#### 29.2 Group Health Insurance

- A. The City agrees to provide employees covered by this Agreement the opportunity to participate in a City group health insurance program, subject to the eligibility criteria established by the provider(s) selected by the City.
- B. The City reserves the right to change carriers if and when deemed appropriate. In the event a carrier change is made, the parties agree that the City shall reopen Article 29.2 of the contract in order to bargain over the provisions contained herein if such provisions are impacted by the changes in carriers. Should the City's carrier(s), either current or new, propose an annual rate increase of 15% or more, the City may also, at its option, reopen Article 29.2 to bargain over the provisions contained herein. The City further reserves the right to self-administer group health insurance claims if and when deemed appropriate.
- C. The City agrees to pay 75% of the total premium cost for employee participation in one of the plans offered through the City group health insurance program. If the employee elects any form of dependent coverage, the City will pay 75% of the total premium for the employee and dependents. The rates paid by both the City

and the employee shall be adjusted whenever increases become effective as the City is notified by the provider. A copy of said notice shall be provided to the Union.

- D. It is agreed that the plans included in the City group health insurance program shall pay hospital room and board charges on the basis of the respective institution's semi-private room rate.
- E. The fee schedule and benefits for the specific plans shall be as determined and published by the respective plan provider. After the City has contracted with a health insurance provider or providers, all questions or concerns related to fees, benefits, service delivery, or other subjects shall be resolved between the employee-member and the respective provider(s), without involvement on the part of the City.
- F. The City agrees to share the premium expense on the same basis as defined in "C" above for employee participation in any of the individual plans offered. It shall be the employee's responsibility to pay the difference between the amount paid by the City and the full amount of the fee established by the provider for the plan selected.
- G. Those individuals participating in City coverage who are covered by this Agreement who subsequently retire shall be offered the option at the time of retirement of selecting coverage with a lifetime maximum benefit of \$100,000 or the higher lifetime maximum benefit offered to current employees. For those employees hired prior to January 1, 2009, the City will pay 75% of the cost of the coverage with a lifetime maximum benefit of \$100,000 or the same dollar amount towards coverage with the higher maximum benefit subject to the maximum City contribution noted in paragraph H. below. The rates paid by both the City and the employee shall be adjusted whenever increases become effective as the City is notified by the provider. Employees hired on or after January 1, 2009, shall be offered the option at the time of retirement of selecting coverage with a lifetime maximum benefit of \$100,000 or any higher lifetime maximum benefit offered to current employees, but will be responsible for paying the entire cost of the coverage with no City contribution toward the premium cost.
- H.
  - 1. Effective January 1, 2010, for employees hired prior to January 1, 2009, the maximum cost for which the City will be responsible for any retiree health insurance plan coverage will be 150% of the City's cost (75% of the cost of the coverage with a lifetime maximum benefit of \$100,000) that is in effect on January 1, 2010, for the type of coverage elected by the retiree (single, dual, or family coverage).
  - 2. In the event the City provides more favorable post employment group insurance coverage and/or City contribution toward the premium to any other bargaining units representing City employees, the City shall provide equal coverage to the employees of this unit.

- I. Those individuals participating in HMO coverage who are covered by this Agreement, but who subsequently retire, shall be eligible for continued coverage as determined by the guidelines established by the applicable HMO.

## **ARTICLE 30**

### **SAVINGS CLAUSE**

30.1 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 this Agreement.

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

## **ARTICLE 31**

### **ENTIRE AGREEMENT**

31.1 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 understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

31.2 The Employer and the Union each agree that the other party shall not be obliged to collectively bargain for the duration of this Agreement over any subject or matter addressed within this Agreement or over any other subject or matter not addressed within this Agreement, even if such subject or matter may or may not have been within the knowledge of either or both parties at the time that they negotiated this Agreement, unless otherwise provided for by applicable decisions of the Public Employee Relations Commission under the authority provided to that administrative body by applicable State Statute.

## **ARTICLE 32**

### **DURATION**

32.1 This Agreement shall take effect the first payroll period start date after ratification by both parties to this Agreement and shall continue in full force and effect with the exception of the general wage increase provision in Article 21 which shall be paid on a retroactive basis to the beginning of fiscal year 2008, and provides for re-openers for fiscal year 2009 and 2010. This Agreement will remain in effect until its expiration date of September 30, 2010.

32.2 Should either party desire to terminate, change or modify this Agreement, it shall notify the other party by the month of March 2010. In the event such notice is given, negotiations for a follow-on labor agreement shall begin no later than May 15, 2010.

**SPECIAL NOTE:**

The personal pronouns he, his, and him used in this Agreement are to be interpreted to include both sexes. They are used merely for convenience purposes and are not to be considered as any adverse reflection on either sex.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF ST. PETERSBURG  
AND THE  
ST. PETERSBURG ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 747, I.A.F.F.**


**RE: Clarification of Article 21, Pay, Section 21.15**

The parties have agreed that it was their intent that Section 21.15 of the recently ratified agreement should read as follows with the additional language noted within the text by underlining:


"21.15 An employee shall not be eligible for more than one (1) differential pay supplement for each hour worked except as provided for in 21.4 (EMT Certification and Assignment), 21.5 (Paramedic Certification Pay), 21.11 (Headquarters Assignment), and 21.12 (Rescue Assignment). An employee specifically assigned to and performing the duties of either 21.8 (Hazardous Material Response Team), 21.9 (Marine Team), 21.10 (Technical Rescue), or 21.13 (TAC Assignment), while at the same time performing as either 21.4 (EMT Assignment), 21.6 (Driver Engineer), or while acting in a higher classification, will receive an additional thirty (\$.30) cents per hour."

Agreed to by the duly authorized representatives of the parties this 7 day of August, 2008.

**FOR THE CITY**


  
\_\_\_\_\_  
Rosemary McCormick  
Labor Relations & Compensation Mgr.

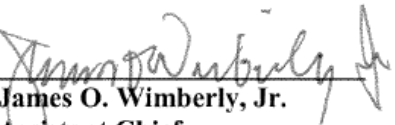
**FOR THE UNION**


  
\_\_\_\_\_  
Winthrop M. Newton, President  
St. Petersburg Association of  
Firefighters, Local 747, IAFF

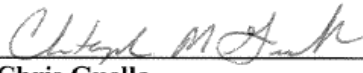
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized Representatives on this 21 day of July, 2008.

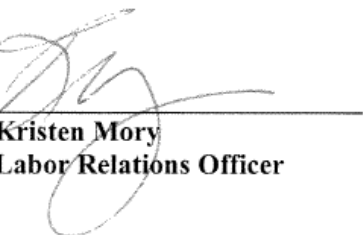
**FOR THE CITY OF  
ST. PETERSBURG**

By   
Rosemary McCormick  
Labor Relations Manager  
Chief Spokesperson

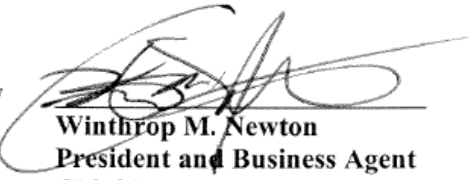
By   
James O. Wimberly, Jr.  
Assistant Chief  
Suppression Division

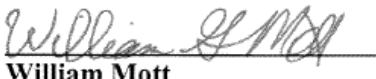
By   
William E. Jolley  
Assistant Chief  
Prevention/Fire Marshall

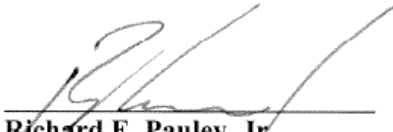
By   
Chris Guella  
Labor Relations Officer

By   
Kristen Mory  
Labor Relations Officer

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

By   
Winthrop M. Newton  
President and Business Agent  
Chief Spokesperson

By   
William Mott  
Secretary/Treasurer

By   
Richard E. Pauley, Jr.  
Executive Vice President