

AGREEMENT

BETWEEN

THE

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

AND

**THE CITY OF
ST. PETERSBURG, FLORIDA**

CAPTAINS AND DISTRICT CHIEFS



December 20, 2010 through September 30, 2013

**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 Labor Agreement, hereinafter referred to as 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 Agreement is applicable for employees as defined in Certificate Number 1433, issued to the Union by the Public Employees Relations Commission on October 3, 2003.

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 1433.

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 1433, comprises all full-time employees within the City of St. Petersburg Fire & Rescue Department classifications of Fire Captain and Fire District Chief. 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 Agreement and the City's Rules and Regulations of the Personnel Management System, the 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 memoranda, 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 Sections 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 Statutes Chapter 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, regulation, or policy.

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 Agreement.

- B. The City has a Personnel Management System Grievance and Appeal Procedure for matters not involving this Agreement. Classified employees shall have the option of using 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 use either the City or contractual grievance procedure.
- C. 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.

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.

All grievances shall be submitted at Step 1 except for class grievances, Employer grievances, and contract interpretation grievances. In submitting a class grievance, which is non-disciplinary in nature and affects more than one employee regarding the same subject, the Union shall follow the same procedures listed in Article 5.2 below for non-class employee grievances except that the class grievance shall be initially submitted at Step 2 to the Labor Relations Office. All Employer grievances will be filed with the Union President at Step 2. Grievances arising from the interpretation of contract provisions shall also be submitted at Step 2.

- D. 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.
- E. The requirements in Steps 1 and 2 below for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the appropriate Management representatives from verbally discussing and resolving the grievance. Verbal 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. Time spent during off-duty hours working on matters related to the grievance, including resolution, shall not be counted as time worked.
- F. 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 provided such absence from their places of work in no way interrupts, delays, or otherwise interferes with proper and effective service to the community. Time spent during off-duty hours attending or testifying on behalf of a grievant shall not be counted as time worked. Employees ordered to attend proceedings to testify on behalf of the City will be placed on duty and paid in accordance with Article 21 of this Agreement if attendance falls outside of their normally scheduled work hours.

- G. In Steps 1 and 2 below, time spent by Union representatives on their duty days in discussing or processing grievances as provided in this Article shall not result in a loss of earnings or benefits. However, time spent during off-duty hours discussing or processing grievances on behalf of a grievant up to and through arbitration, shall not be counted as time worked.
- H. Union representatives shall be allowed reasonable time off without loss of pay during their regular shift hours for investigating, presenting, and appealing Step 1 and Step 2 grievances. Consistent with the above provisions, the time spent during off-duty hours for the benefit of a grievant shall not be counted as time worked. The performance of this function by the Union representative shall in no way interrupt the normal functioning of the department.
- I. 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, the aggrieved employee may submit a written appeal to the Fire Chief or his designee within fifteen (15) calendar days after the occurrence of the matter from which the grievance arose.

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 Agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.

4. Signature of the 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 the next step.
 6. Date submitted.
- B. Within seven (7) calendar 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 five (5) calendar 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 fifteen (15) calendar days after receipt of the Fire Chief's or his designee's written answer. If appropriate to file the initial grievance at Step 2, the aggrieved employee may submit a written appeal to the Labor Relations Office within fifteen (15) calendar days after the occurrence of the matter from which the grievance arose. The Labor Relations Manager or his designee shall meet with the aggrieved employee, Department Management, and Union representatives within fifteen (15) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fifteen (15) calendar days after this meeting, the Labor Relations Manager or his designee shall give his written recommendation to the grievant, 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 fifteen (15) calendar 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. For all grievances, either the Union or the City may request to bypass or waive Steps 1 and 2 in order to take the issue or grievance directly to arbitration. Both parties must mutually agree to waive Steps 1 and/or 2.
- D. If the parties fail to mutually agree upon an arbitrator within fifteen (15) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS). The party initiating the arbitration shall be responsible for paying FMCS' fees. If the grievant is not 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 (1) 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 fifteen (15) calendar days after receipt of a list acceptable to both, the parties shall meet and alternately strike names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall strike first.

If the selected arbitrator is not available to conduct the hearing within sixty (60) days, the Labor Relations Office 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, the Union, and the Employer, except that any party may appeal the arbitrator's decision to a court of law.
- H. The arbitrator's fees and expenses shall be borne by the losing party. In the event of a compromise or split decision, the arbitrator's fees and expenses 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. Employees ordered to attend proceedings to testify on behalf of the

City will be placed on duty if attendance falls outside of their normally scheduled work hours and paid in accordance with Article 21 of this Agreement.

- J. The arbitrator shall be requested to render his decision as quickly as possible, but in any event, no later than sixty (60) calendar days after the hearing or receipt of post-hearing briefs filed by the parties.
- K. For grievances that include a monetary claim against the Employer, the arbitrator shall not award the accrual of back pay and/or benefits that are more than thirty one (31) calendar days prior to the date the employee filed the written grievance.
- 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 fifteen (15) calendar 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. "Strike" also means participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer, including 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 Articles 6.1 and 6.2 above, 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 form (at the end of this Article) to the Employer and the Union upon thirty (30) days written notice.

8.4 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. This form 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 supplement 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 provided 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 harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the 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 SPAFF
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, MI.

DEPT/DIV/ACTIVITY

PAYROLL#

Union Official _____

Date: _____

INCREASE MY TOTAL DEDUCTION FROM \$ _____ TO \$ _____

(Original to Labor Relations Office)

10/2004

ARTICLE 9

UNION REPRESENTATION

9.1 There may be one (1) steward recognized for each shift (A, B, & C) resulting in a total of three (3) stewards for this bargaining unit.

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, membership, and/or 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 (1) 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 (2) 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 (2) 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 27.5. 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 substituted 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. The automatic deduction will be made 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.

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.

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.

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 base 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 base 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 3,190 hours based upon an average base pay rate of the Firefighter classification at the end of the calendar year. The balance carried over plus the annual and voluntary donations shall not exceed 3,190 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, which require a Union official to be off duty for periods in excess of seven (7) consecutive scheduled work shifts, shall not be approved 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 Use of Annual Leave

Provisions detailing the use of annual leave in conjunction with time off slots are contained in Article 27 of this Agreement.

11.3 Annual Leave Accrual Rate

From the date of ratification of this Agreement through January 31, 2011, 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 schedule:

Total Annual Leave Accrued Hours Per Year 2,704 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 Per 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

Consistent with article 27(1)(A) of this Agreement, the accrual schedule shall be based on 2,496 hours effective February 1, 2011, to coincide with the reduction in the scheduled work week average from 2,704 hours to 2,496 hours.

Total Annual Leave Accrued Hours Per Year 2,496 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>12 Hr</u>	<u>120 Hr</u>	<u>Accrual Per Year</u>
Emp thru 5 yrs	4.6	5.1	5.5	6.0	6.5	6.9	144
Beg. 6th year	4.9	5.4	5.9	6.4	6.9	7.4	153.6
Beg. 7th year	5.2	5.8	6.3	6.8	7.3	7.8	163.2
Beg. 8th year	5.5	6.1	6.6	7.2	7.7	8.3	172.8

Continued from previous page:

<u>Years of Service</u>	<u>80 Hr</u>	<u>88 Hr</u>	<u>96 Hr</u>	<u>104 Hr</u>	<u>12 Hr</u>	<u>120 Hr</u>	<u>Accrual Per Year</u>
Beg. 9th year	5.8	6.4	7.0	7.6	8.2	8.8	182.4
Beg. 10th year	6.2	6.8	7.4	8.0	8.6	9.2	192
Beg. 12th year	6.5	7.1	7.8	8.4	9.0	9.7	201.6
Beg. 13th year	6.8	7.4	8.1	8.8	9.5	10.2	211.2
Beg. 14th year	7.1	7.8	8.5	9.2	9.9	10.6	220.8
Beg. 18th year	7.4	8.1	8.9	9.6	10.3	11.1	230.4
Beg. 20th year	7.7	8.5	9.2	10.0	10.8	11.5	240

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 "Accrual Per Year" column.

2080 Regular Scheduled Hours

<u>Years of Service</u>	<u>80 Hours*</u>	<u>Accrual Per 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

NOTE: *Because of rounding, the payroll system will add one of the two figures in the 80 Hours column above 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. If an employee's accrual balance exceeds twice the annual accrual amount as of February 1, 2011, his excess annual leave hours will be transferred to his holiday bank up to the 200-hour holiday bank maximum. If the employee's holiday bank reaches the 200-hour maximum before all excess annual leave hours can be transferred, the employee shall be paid for the remaining annual leave hours at his base hourly rate that was in effect on January 31, 2011.
- 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 department seniority, in

scheduling annual leave requests for vacation purposes at the time of the annual leave (vacation) pick or selection.

- D. 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 (12) weeks of leave per twelve (12)-month period which must be granted to eligible employees by the City. The employee requesting leave will be notified of such qualification in accordance with the FMLA Regulations. The twelve (12) weeks of FMLA eligibility equals four hundred eight hours (480) work hours for employees who work forty (40) hours per week; six hundred twenty-four (624) hours for employees working a fifty-two (52)-hour per week schedule; and five hundred seventy-six (576) hours for employees who work a forty-eight (48)-hour per week schedule. Each time FMLA leave is taken, the amount of FMLA leave taken by that employee in the prior twelve (12) months will be reviewed to determine the amount of the twelve (12) weeks remaining.

When an employee uses annual leave for illnesses or injuries after exhausting his illness leave balance, the employee's annual leave account shall not be reduced below fifty-two (52) hours for a fifty-two (52)-hour work week employee, forty-eight (48) hours for a forty-eight (48) hour work week employee, or forty (40) hours for forty (40)-hour work week employee unless requested otherwise by the employee.

- E. 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 new annual leave accrual balance. An employee who transfers from a forty (40) hour work week schedule to a forty eight (48)-hour work week schedule shall have his annual leave accrual balance multiplied by 1.2 to obtain his/her new annual leave accrual balance. If an employee transfers from an average fifty-two (52) or forty eight (48)-hour work week schedule to a forty (40)-hour work week schedule, his/her annual leave accrual balance shall be multiplied by .7692 or .8333 respectively to obtain his/her new annual leave accrual balance.
- F. Employees granted annual leave for medical reasons shall comply with the provisions related 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 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 accounts at their straight time base hourly rates, effective on their dates of separation.

ARTICLE 12

ILLNESS LEAVE

12.1 Purpose

The purpose of the illness leave program is to provide employees with basic salary during periods of illness or injury in which they are medically incapacitated and unable to perform their job assignments. Illness leave is not a benefit which employees may use at their discretion. It is to be used only in cases of temporary incapacity due to actual personal sickness or injury. It is not to be used for travel, vacation, recreational, or outside employment activities or recuperation at other than a medical care facility or the employee's residence except upon receiving prior approval from the employee's physician and the Fire Chief or his designee.

12.2 Accrual Rate

- A. 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 1,500 hours for a forty (40)-hour employees and 1,800 hours for forty-eight (48)-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 2,080 regularly-scheduled hours or 124.8 hours per year for every 2,496 regularly-scheduled hours an employee either works or is on active pay status.

Employees who have an illness leave balance in excess of 1,800 hours as of the day this Agreement is ratified by both parties, shall not lose the excess hours. Those affected employees can maintain the excess hours in their balances but will not accrue additional hours until they fall below the 1,800 maximum.

- B. Those with personal leave balances who request personal leave, must do so in accordance with the provisions for annual leave.
- C. Personal leave hours will not be considered work time.
- D. Personal leave hours shall not be donated or transferred to other employees or any other bank or pool of hours.
- E. Unused personal leave hours shall not be paid out upon separation from employment.

12.3 Conversion

An employee who transfers from a forty (40)-hour work week schedule to an average forty-eight (48)-hour work week schedule shall have his illness leave accrual balance multiplied by 1.2 to obtain his new illness leave accrual balance; if transferred from an average forty-eight (48)-hour work week schedule to a forty (40)-hour work week schedule, his accumulated illness leave accrual balance shall be multiplied by .8333 to obtain his new illness leave accrual balance. This same conversion will apply to the personal leave hours addressed in Article 12.2 above.

12.4 General Provisions

- A. Certain requests for illness leave may qualify for and be covered by the Family and Medical Leave Act (FMLA) of 1993. If leave is covered by this Act, it will be applied to the twelve (12) weeks of leave per rolling twelve (12)-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 twelve (12) months will be reviewed to determine the amount of the twelve (12) weeks remaining.
- B. Leave taken in conjunction with Workers' Compensation will run concurrently with approved FMLA leave. The employee will be notified of such concurrent leave in accordance with the FMLA Regulations.
- C. When unable to report for duty because of illness or injury, the employee shall report same to the officer on duty at his assigned duty station a minimum of thirty (30) minutes before he is due on duty. The same procedure will be followed when reporting back to duty. In the event the assigned station is out, the employee shall notify the officer at any station. Audix messages are not an acceptable form of notification. Employees shall follow the notification and absence request procedures unless prior approval specifically waiving this requirement is granted by the Fire Chief or his designee.
- D. An employee absent from duty for reasons of illness or injury in excess of twenty-four (24) hours will be required to provide a doctor's release to return to work. Failure to present the required doctor's release will result in the employee not being permitted to return to work until he presents the doctor's release. Acceptable forms of a doctor's release are 1.) physician's stationary with official letterhead, 2.) the Certification of Health Care Provider form (Department of Labor form WH-380), or 3.) a completed Essential Job Function Form.
- E. The City reserves the right in all cases of reported illness leave to require the employee to furnish documentation from a health care provider. Excessive absenteeism may be grounds for disciplinary action. Misuse or abuse of illness leave privileges shall constitute grounds for disciplinary action.

- F. 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.
- G. 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.

12.5 Workers' Compensation

After the exhaustion of on-duty injury pay, as provided in Article 18, an employee 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 the employee's account in order to obtain full base take home pay while absent from duty from such 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. Consistent with Article 12.4(B) above, Workers' Compensation will run concurrently with approved FMLA leave. The employee will be notified of such concurrent leave in accordance with the FMLA Regulations.

Base take home pay is defined as base 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.

12.6 Light Duty

Many slight injuries and illnesses may prohibit the performance of regularly assigned duties; however, there may be other duties that employees may be able to perform without aggravating such injuries or illnesses. Provided 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. If the employee chooses, at his discretion, not to work light duty he will forfeit his Workers' Compensation benefits as described above in Article 12.5 above. Should the employee so choose, he will be paid in accordance with the provisions of the annual and illness leave benefits. The time off shall be coded as FMLA leave up to the twelve (12)-week limit. 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 Captain or District Chief.

12.7 Payoff Provisions

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 percent (25%) of the accrued hours up to a maximum of 375 hours.

48-hour weekly schedule – twenty-five percent (25%) of the accrued hours up to a maximum of 450 hours. Consistent with Article 12.2 above, employees who had illness leave balances in excess of 1,800 hours as of the day the Agreement was ratified by both parties, shall be paid off at twenty-five percent (25%) of the accrued hours up to a maximum of 1,950 hours, for a total payoff of up to 488 hours.

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

12.8 Miscellaneous Provisions

Employees may not use illness leave for illnesses or injuries sustained while engaged in outside employment.

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 Day	December 25
New Year's Day	January 1
Martin Luther King, Jr.'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 assigned to a forty (40)-hour work week schedule 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 An employee assigned to a fifty-two (52)-hour work week schedule or a forty-eight (48)-hour work week schedule effective February 1, 2011, shall earn twelve (12) hours for each of the holidays observed as specified in Section 13.1. Employees may elect to store earned holiday time to a maximum of two hundred (200) hours; all other holiday time shall be paid or used in the same pay period as earned. When an employee assigned to a fifty-two (52) or forty-eight (48)-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 or .8333 respectively. Should an employee assigned to a forty (40)-hour work week have stored holiday hours at the time he transfers back to a fifty-two (52) or forty-eight (48)-hour work week, the balance would be multiplied by 1.3 or 1.2 respectively to determine his adjusted balance.

13.4 In accordance with Article 27.6(B), 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 designated 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 assigned to a fifty-two (52) or forty-eight (48)-hour work week schedule who take off on annual leave, military leave, jury duty, illness leave, or any other absences from duty on the actual national holiday, while remaining on active pay status, shall be charged for the holiday hours earned according to paragraph 13.3 of this Article. 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 bereavement 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 member shall receive the same benefits as earned on the aforementioned holidays.

13.9 When an employee volunteers or is assigned to work an actual national holiday, 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 base 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 Statutes Chapter 115 during such instances when they are ordered to military service or field training. Accordingly, employees who are called to perform active military service; or either active or inactive duty training shall be granted a leave of absence for such service as specified in the Florida Statutes and the first two hundred forty (240) hours of any such leave per fiscal year will be without loss of pay.

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 Sections 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 fifty-two (52)-hour work week (forty-eight (48)-hour work week effective February 1, 2011) 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) (twenty-eight and eight tenths (28.8) effective February 1, 2011) 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 thirty-one and two tenths 31.2 (twenty-eight and eight tenths (28.8) effective February 1, 2011) 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 (7) consecutive calendar days surrounding the date of the funeral. Employees covered by this Agreement who work an average fifty-two (52)-hour work week (forty-eight (48)-hour work week effective February 1, 2011) shall be granted, upon approval of the Fire Chief or his designee, time off with pay at their base straight time rate not to exceed fifty-two (52) (or forty-eight (48) effective February 1, 2011) 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, ten (10) consecutive hours (effective February 1, 2011) 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 (40)-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 (3) work days, (twenty-four (24) work hours), to arrange and attend the funeral of an immediate family member, when the funeral is held in the state of Florida. Bereavement leave may be taken prior to and including the date of the funeral or immediately following, but bereavement leave must be taken within the seven consecutive calendar days surrounding the date of the funeral. Forty (40)-hour per week employees shall, with the approval of the Fire Chief or his designee, be granted time off with pay at their base straight time rate not to exceed five (5) consecutive work days (forty (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 Article 15.1, 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 absences 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 will be approved.

ARTICLE 17

COURT ATTENDANCE AND DEPOSITIONS

17.1 An employee covered by this Agreement who is subpoenaed during his normally scheduled work hours as a witness due to 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. If the employee is subpoenaed for legal proceedings as a result of his official position with the City that commence during his normally scheduled off-duty hours, he shall be guaranteed two (2) hours pay for the first appearance occurring in any calendar day. The employee will be considered on duty and on the clock from the time the court appearance begins until two (2) hours later or when released by the court, whichever is greater. All time above shall be included with hours worked for overtime calculation purposes.

17.2 If the court appearance is unrelated to his official position with the City, he shall not be considered on duty and will not be credited with time worked whether attending on or off his normally scheduled work hours.

17.3 Employees subpoenaed to attend court shall promptly notify their immediate supervisors so that arrangements can be made for their absences from work.

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

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

17.6 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.

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

17.8 Off-Duty Court Standby

In the event that an employee is required to be on court standby in a matter related to his official position with the City 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. The employee will not receive off-duty court standby pay for cases unrelated to his official position with the City. 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

This Article is intended to supplement the wage benefit provisions of the Workers' Compensation Law of the state of Florida.

- A. The Employer agrees to compensate employees covered by this Agreement for on-duty injuries sustained by an employee while acting within the scope of his employment. On-Duty Injury Benefits consisting of on-duty injury pay, annual leave, and illness leave shall be provided to an employee who is unable to work in any capacity as a result of an on-duty injury.
- 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. The Workers' Compensation physician, in accordance with the Workers' Compensation Law, shall determine the length of time an employee is designated as "no duty" or Total Temporary Disability (TTD) resulting in absence from work due to the on-duty injury.
- C. The amount of on-duty injury pay shall be the amount of the employee's base 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 base take home pay.

Base take home pay is defined as base 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 basic bi-weekly work hours (104, 96, or 80 for employees covered by this Agreement).
- D. The entitlement for On-Duty Injury Benefits shall commence with the employee's first scheduled work shift following the date of injury, which is the date reported to the Workers' Compensation Office as the date and time of the incident resulting in injury, and shall continue for fifty-two (52) calendar weeks. In the event the "no duty" or TTD status 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 base salary, less the Workers' Compensation wage benefits payments.
- E. The Fire Chief shall eliminate on-duty injury pay for injuries shown to result from an employee's gross negligence.

- F. While an employee is on "no duty" or TTD status and is receiving on-duty injury pay, illness and annual leave accruals shall continue for a maximum of fifty-two (52) calendar weeks from the employee's first scheduled work shift following the date of injury as recorded in the Workers' Compensation office.
- G. The initial period of on-duty injury pay shall be twelve (12) calendar weeks. 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, consistent with Article 12.5 of this Agreement.
- H. An employee granted on-duty injury benefits shall be required to comply with the illness leave provisions of this Agreement as they pertain to substantiation of medical condition and the performance of light duty as applicable.
- I. In the event that an injury, or recurrence thereof, as determined by the Workers' Compensation physician exceeds the twelve (12) calendar week limit, the Fire Chief may grant extensions to the maximum of fifty-two (52) calendar weeks.

ARTICLE 19

SAFETY

19.1 Department 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 Department 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 discipline.

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 or his designee 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 one hundred fifty dollars (\$150.00), whichever is less.
- B. Employees will be reimbursed annually for the cost of prescription safety lenses for air mask frames up to seventy-five dollars (\$75.00) for single vision and

standard bifocal lenses and up to one hundred dollars (\$100.00) 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 fifty dollars (\$50.00), whichever is less. The employee must present proof of purchase, and the employee/union must present verification from the lens-maker/manufacturee that the lenses meet the ANSI/OSHA standards specified above. The Fire Chief or his designee 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 (2) years.

19.5 Employees purchasing ASTM 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 ASTM and/or NFPA compliance. Employees will be reimbursed for the cost of safety shoes up to a maximum reimbursement of one hundred fifty dollars (\$150.00), no more frequently than once per fiscal year. Employees will be reimbursed for the cost of structural firefighter boots up to a maximum of three hundred dollars (\$300.00) no more frequently than once every three (3) years. The reimbursement is available only up to the first one hundred (100) department employees, regardless of rank or bargaining unit, who submit receipts, in each fiscal year.

19.6 The guidelines for the proper color, style, and conformation with safety standards shall be promulgated by Management through department policy. 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.

19.7 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 fifty dollars (\$50.00), whichever is less. 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.

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

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

19.10 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 existing fire station for a Union Bulletin Board. The locations will be determined by the Fire Chief or his designee. The amount of 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 with the amount of space and locations to be determined by the Fire Chief or his designee.

20.3 The bulletin boards authorized for Union use may only 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; and
- D. Notices of Union meetings and minutes of same.

ARTICLE 21

PAY

21.1 Pay Plans

Effective the first pay period start date for fiscal year 2011, pay shall be as shown in Appendix "A" of this Article. The pay plan reflects zero (0%) percent general wage increase for Fiscal Year 2011. The City agrees to reopen Article 21.1 no later than June 1, 2011, to bargain general wage increases for Fiscal Years 2012 and 2013.

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, except as specified in paragraph C below, for all hours worked.

- B. All acting in higher classification assignments 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 (1) 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 thirty-two dollars (\$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 or his designee 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 Article 21.4(A) above, eighty (\$.80) cents per hour. This pay shall be limited to one (1) EMT per ALS engine.

21.5 Paramedic Certification and Assignment Pay

- A. 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 rates of pay, seventy-five dollars (\$75.00) per pay period.
- B. Employees who are not in the classification of Firefighter/Paramedic, but who are County-recognized and "certified" paramedics, and who are specifically assigned under the direction of the Fire Chief, or his designee, to perform as a paramedic or second clinician (seat time), shall receive in addition to his base rate of pay and the certification pay provided for in Article 21.5(A) above, one dollar and seventy-five cents (\$1.75) per hour.

21.6 Hazardous Materials Response Team Assignment Pay

An 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-five cents (\$.65) per hour in addition to his base rate of pay for all hours worked. These assignments will be made at the discretion of the Fire Chief or his designee.

21.7 Marine Team Assignment Pay

An 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-five (\$.65) cents per hour in addition to his base rate of pay for all hours worked. These assignments will be made at the discretion of the Fire Chief or his designee.

21.8 Technical Rescue Assignment Pay

An 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-five cents (\$.65) per hour in addition to his base rate of pay for all hours worked. These assignments will be made at the discretion of the Fire Chief or his designee.

21.9 Headquarters Assignment Pay

An employee assigned to full duty on a full-time basis at Fire Headquarters shall receive two hundred dollars (\$200.00) per pay period in addition to his base 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.

21.10 Tactical Apprehension and Control Team (TAC) Assignment Pay

An employee assigned by the Fire Chief or his designee and performing as a TAC Paramedic on a scheduled shift shall receive sixty-five cents (\$.65) per hour in addition to his base rate of pay for all hours worked.

21.11 Promotional Increase

- A. Lieutenants who are promoted to Captains and Captains who are promoted to District Chiefs shall receive an increase of five percent (5%) above their current rate or the entrance pay step of the classification to which promoted, whichever is greater. If the five percent (5%) 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 Captain is promoted to the classification of District Chief, the affected employee shall be raised to the pay step in the District Chief pay plan which provides a salary increase over what he was receiving prior to the promotion. In the event the Captain 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 District Chief 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.
- C. The Captain and District Chief classification seniority date shall be the effective date the employee was promoted to the classification.

21.12 Differential Pay

An employee shall not be eligible for more than one (1) differential pay supplement for each hour worked except that employees receiving EMT Certification and Assignment Pay, Paramedic Certification and Assignment Pay, and/or Headquarters Assignment Pay would be eligible to receive the established incentive pay for hours worked when assigned to a specialty team or an ALS unit per Articles 21.4(B), 21.5(B), or 21.9 above.

Appendix A to Article 21 (Pay)

FY 2011

CAPTAIN

<u>Steps</u>		<u>E</u>	<u>1</u>	<u>M</u>
FY 11 PAY	0%	\$76,635	\$79,338	\$81,696

DISTRICT CHIEF

<u>Steps</u>		<u>E</u>	<u>1</u>	<u>M</u>
FY 11 PAY	0%	\$87,367	\$91,644	\$94,391

ARTICLE 22

PHYSICAL EXAMINATIONS

- A. Employees covered by this Agreement shall be required to undergo a physical examination once per fiscal year as scheduled by the Fire Department. If an employee fails to keep his appointment after being scheduled for his physical, he may be subject to discipline.

The Employer reserves the right to require any employee to undergo a physical examination at any time, when Management deems it necessary to establish his fitness for duty.

- 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. Audiometric Evaluation
2. Vision Testing

3. Comprehensive Metabolic Panel
 4. Breast and Cervical Cancer Testing if applicable
 5. EKG/Stress EKG if applicable
 6. Physical Examination
 7. Prostate Cancer Test if applicable
 8. Chest X-Ray
 9. Pulmonary Function Test
 10. Tuberculosis Test
 11. Urinalysis
- 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 employees' medical records remain confidential. Any information concerning a medical diagnosis shall be released by the provider only upon written permission from the employee. The department agrees to return all copies of any and all medical reports to the employee. The copies shall be picked up in person by each employee from the department records custodian.
- The provider will mail the results of the annual physical directly to the employee. The department will only receive a fitness for duty document with no medical or physical examination information included. 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. Within two (2) 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.

ARTICLE 23

CONSULTATIONS

23.1 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.

23.2 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 (1) meeting.

23.3 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.

23.4 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.

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

ARTICLE 24

DRUG FREE WORK PLACE

24.1 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 perspectives 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 they serve and provides those citizens with the best service possible. One vehicle for demonstrating the integrity of these employees is through a random drug testing program. A random drug testing program reinforces the City's policy that its employees shall not use illegal drugs, or abuse alcohol or those drugs taken by prescription. The policies and procedures contained in this Article are for the purpose of achieving those goals.

24.2 A designated number of employees shall be selected each month for random testing by a computer program which generates a list of randomly selected names. The list shall be

communicated to the appropriate Division Chief who has the responsibility of contacting the employees on the list and escorting them to the medical facility named by the City to serve as the sample collection site. All tests will be conducted on duty. Employees covered by this Agreement shall not be tested any more than three (3) times in any one (1) calendar year. To illustrate, if an employee's name appeared on a list of names randomly generated, and this was the fourth (4th) time the employee had been so selected during the previous twelve (12) months, that employee would not be tested that month.

24.3 Any employee covered by this bargaining unit shall also be subject to a urine, breath, and/or blood 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.

24.4 When an employee's initial test is positive (i.e. a drug is detected in the urine) a confirmation test, the Gas Chromatography/Mass Spectrometry test, 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. If the confirmation test is positive, the employee will be given the option of a split sample test, whereby an independent laboratory conducts a drug test using the same sample originally collected from the employee. The cost of the split sample test shall be borne by the employee challenging the initial result.

24.5 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.

24.6 An employee who seeks voluntary assistance for alcohol or illegal or controlled substance abuse prior to an incident wherein City testing would reveal said abuse, or prior to being notified of an impending test, may utilize the City's Employee Assistance Program (EAP). Disciplinary action will not be taken because the employee has sought assistance but might be taken for acts of misconduct related to said usage. When an employee self-refers, utilization of the EAP remains confidential unless the employee must use accrued leave for treatment purposes. Employees whose circumstances are covered by this Article shall still be subject to all department and City Rules & Regulations and job performance standards.

Employees who have been selected for random testing cannot at the time avoid testing and potential discipline for the results by requesting EAP assistance.

24.7 Drug Free Workplace Grievance Procedures

- 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, breath, and/or blood 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 (3) 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 (2) 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.

24.8 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.

24.9 All new employees shall be put on notice by memorandum 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.

ARTICLE 25

GENERAL PROVISIONS

25.1 Travel Pay

Employees shall be paid travel pay at the established City rate.

25.2 Uniforms

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

25.3 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).

25.4 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.

25.5 Printing Agreement

- A. The Employer agrees to provide the Union six (6) copies of the Agreement within thirty (30) calendar days after Council ratification and signature by the parties.
- B. The Employer will furnish a copy of the Agreement to each Fire Station and Headquarters, in addition to the six (6) copies provided to the Union.

25.6 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 Florida Statutes Section 768.28(5) as amended, subject to the terms and conditions of Florida Statutes Section 111.07.

25.7 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.

25.8 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 for a Captain position occurs in the Fire Department, employees may submit written transfer requests to the Fire Chief or his designee for his consideration.
- C. When an opening for a District Chief position occurs in the department, employees may submit written transfer requests to the Fire Chief or his designee.
- D. 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.

- E. In the event that more than one (1) employee applies for the transfer, department seniority may be considered when filling an opening by transfer. Final authority for any transfer rests with the Fire Chief.

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) and other enhanced benefits shall remain in effect for Fiscal Year 2011. Both parties agree to reopen Article 26 to bargain proposed changes for Fiscal Years 2012 and 2013 no later than June 1, 2011, if the other party so requests.

The parties to this Agreement have previously 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 Florida Statutes Chapter 175, 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 parties agree that the City shall 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

SCHEDULE, WORK WEEK, AND OVERTIME

27.1 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 seventh (7th) shift will be scheduled time off (R-day). This will provide an average work week of forty-eight (48) hours. The increase in R-Days to one (1) every seven (7) shifts shall be effective February 1, 2011, in order to coincide with the annual R-Day and annual leave selection processes.
- B. Twenty-four (24) hour shifts for Fire Suppression and EMS Division employees shall begin at 0800 and end at 0800 the following morning, except for District Chief #5, whose shift will begin at 0730 and end at 0730, and District Chief #10 whose shift will begin at 0830 and end at 0830 consistent with current practice. Other shift positions that currently have different starting and ending times may

continue to work a different schedule. The shift for Captain of EMS shall begin at 0800 and end at 1700.

- 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.

27.2 Department Training

Department training shall normally be scheduled during regular duty hours. However, schedules may be temporarily changed for employees to attend training. Employees will be notified of the training schedule in advance, if a change in schedule is necessary. When shift employees are assigned a forty (40) hour schedule to attend training, employees with a scheduled R-day during this period will have their work schedule adjusted to provide for the R-day hours.

27.3 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 seven (7) shifts referenced in Article 27.1(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.
- 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.
- C. The parties agree that only one (1) bargaining unit member, per shift, can be off on an R-Day. Additionally, on all shifts in which a District Chief is off on an R-Day, no other District Chief may use a time off slot per Article 27.5 below, with the exception of an annual leave slot selected by another District Chief as his first round choice during the annual leave selection process.

27.4 Hours Worked

Work hours include all time an employee is required to be on duty. Holidays, annual leave, illness leave, bereavement 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.

27.5 Time Off Slots

- A. All absences from work must have prior approval of the Fire Chief or his designee. Time off slots are generally reserved for leaves of absence such as

annual leave, illness leave, and those of an emergency nature. It is understood that time off slots are only intended to be used as guidelines to help both parties to this Agreement manage daily attendance. Accordingly, the Fire Chief or his designee retains the right to deny any time off slot, or to approve additional requests for leave, based on operational needs. It is also understood that the use of available slots shall not be unreasonably denied.

- B. A maximum of two (2) slots shall be available for members of this bargaining unit for annual leave, holiday leave, and other approved leave. One (1) is for use by the Captains; the other for use by the District Chiefs. After the annual vacation selection, should there be a District Chief's slot available, a Captain may request the use of the District Chief's slot by conferring with both District Chiefs on their shifts and receiving their approval. It is understood that consistent with Article 27.5(A) above, the Fire Chief or appropriate designee retains the right to approve a number of slots greater than or less than two (2) depending on operational needs at the time. However, consistent with Article 27.3 above, no District Chief can use a time off slot on the same shift in which another District Chief is off on an R-Day, with the exception of an annual leave slot selected by another District Chief as his first round choice during the annual leave selection process.

27.6 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 their normal duty in the established seven (7)-day work period, shall be eligible for overtime premium pay at time and one and one-half their regular rate of pay for all hours worked in excess of their normal duty schedule for that week.
- 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, if applicable, and Article 27.6(E) of this Agreement.
- C. The employee's regular base hourly rate of pay shall be used to compute any overtime earned. Regular base 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 base hourly rate for all hours in excess of the normal duty schedule as noted in Article 27.6(A) and (B) of this Agreement.

Once an annual leave request has been approved, the leave shall not be canceled by the department, except in cases of civil emergency as defined in Article 4.3 of this Agreement.

- 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.

27.7 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 a one (1)-hour inconvenience bonus at his straight time base 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 a one (1)-hour inconvenience bonus at his straight time base 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 is released from duty 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 directed to return to work at a designated time 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.

27.8 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 discipline.
- 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 is released from duty.
- F. Return to work assignments from standby duty do not qualify an employee for call back pay.
- H. Standby time shall not count as hours worked for the purpose of computing overtime pay.

ARTICLE 28

PROMOTIONAL PROCESS

28.1 A screening process shall be utilized for promotional appointments to the position of Fire Captain and Fire District Chief. A list of those employees who pass the components of the assessment process shall be maintained in descending final score order. Duration of the list shall be determined and posted prior to the date of the first component of the assessment process.

28.2 Individuals wishing to participate in the promotional examination process for Fire Captain must: (1) possess a State Fire Officer I certificate, (2) provide proof of an AA or AS degree from an accredited educational institution, and (3) have a minimum of one (1) year experience as a Fire Lieutenant with St. Petersburg Fire & Rescue Department immediately prior to the published application closing date.

28.3 Individuals wishing to participate in the promotional examination process for Fire District Chief must: (1) possess a State Fire Officer I certificate, (2) provide proof of an AA or AS degree from an accredited educational institution, (3) provide proof of undergraduate college credit from an accredited educational institution, or completion of baccalaureate level National Fire Academy course work, and (4) have a minimum of one (1) year experience as a Fire Captain

with St. Petersburg Fire & Rescue Department immediately prior to the published application closing date.

ARTICLE 29

SENIORITY, LAYOFF, AND RECALL

29.1 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.

29.2 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 leaves 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.

29.3 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 leaves 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 classification seniority date to be adjusted.

Classification seniority shall be used for purposes of layoffs and consideration for step increases and promotions

29.4 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.

The Fire Chief has the authority to extend probationary periods for three (3) additional months.

29.5 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. The employee's failure to report to the Employment Office his intent to return to work within seventeen (17) calendar days from the date the City mailed the certified recall notice to the employee's last known address; or
- F. Failure to return from military leave within the time limits prescribed by law.

29.6 Layoff

- A. Department Management will notify the Union in advance of any pending reduction-in-force.
- B. In the event of a layoff for the classifications covered by this agreement, those who are in a promotional 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 Captain or District Chief plus the time spent in the classification to which the employee is being bumped back. Employees will then be laid off in inverse order of their lengths of time in their classifications.
- C. An employee who loses his position as a result of layoff shall have the right to bump back to a lower classification in his career ladder, which for the purposes of this article is defined as: Fire Captain, Fire Lieutenant, Firefighter/Paramedic, and Firefighter.
- D. Employees shall be laid off in the inverse order of their length of time in classification. In the event that two (2) 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 (2) 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 (2) 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.
- E. Exempt Management-level employees shall not have bump back rights to positions within the bargaining unit.
- F. Employees returning to a previously 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.

- G. 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.

29.7 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 employee's last known address in the Employer's records. If the employee declines recall or fails to notify the Employment Office of his acceptance of recall within seventeen (17) calendar days from the date the City mailed the certified notice, the employee shall forfeit his recall rights.

- 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.

29.8 An employee who retires under a disability retirement and who subsequently recovers from a disability and can perform the essential functions of his job, 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.

ARTICLE 30

GROUP INSURANCE

30.1 Life and AD&D Insurance

The City shall provide, at no cost to the employee, term life insurance in an amount equal to his annual base pay rounded to the nearest thousand dollars. Employees also have the option of purchasing additional life insurance in accordance with the options available for which they are eligible. The available options are explained in the City's Benefits Line which is updated annually prior to open enrollment for benefit selections.

It is agreed by the parties that the rates paid by the employee for supplemental term life insurance will be established by the City's vendor and may be changed in the event the vendor implements a rate change.

30.2 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 30.2 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 fifteen percent (15%) or more, the City may also, at its option, reopen Article 30.2 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 seventy-five percent (75%) of the total premium cost for employee participation in one (1) of the plans offered through the City group health insurance program. If the employee elects any form of dependent coverage, the City will pay seventy-five percent (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 Article 30.2(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 seventy-five percent (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 Article 30.2(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. For employees hired prior to January 1, 2009, the maximum monthly cost for which the City will be responsible for any retiree health insurance plan coverage will be one hundred fifty-percent (150%) of the City's monthly cost (which is seventy-five percent (75%) of the total monthly cost of the coverage with a lifetime maximum benefit of \$100,000) that was in effect on January 1, 2010, for the type of coverage elected by the retiree (single, dual, or family coverage). The City's monthly costs in effect on January 1, 2010, for single, dual, and family coverages respectively were \$198.48, \$400.91, and \$555.72.
- 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 31

SAVINGS CLAUSE

31.1 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 or other administrative authority, all other Articles and Sub-articles of this Agreement shall remain in full force and effect for the duration of this Agreement.

31.2 In the event of invalidation of any Article or Sub-article, 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 Sub-article.

ARTICLE 32

ENTIRE AGREEMENT

32.1 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 is set forth in this Agreement.

32.2 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.

32.3 The provisions of this article are not waivers of the Union's right to bargain over changes to existing conditions of employment that are mandatory subjects of bargaining.

ARTICLE 33

DURATION

33.1 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, until its expiration date of September 30, 2013. It is understood that the parties have agreed to reopen Articles 21.1 and 26, (Pay and Pension respectively) no later than June 1, 2011, if requested by either party.

33.2 Should either party desire to terminate, change, or modify this Agreement as the expiration draws near, it shall notify the other party by the month of March 2013. In the event such notice is given, negotiations for a follow-on Agreement shall begin no later than May 15, 2013.

SPECIAL NOTE:

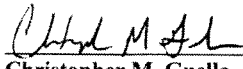
The personal pronouns he, his, and him used in this agreement are to be interpreted to include both sexes. They are used merely for convenience purposes and are not to be considered as any adverse reflection on either sex.

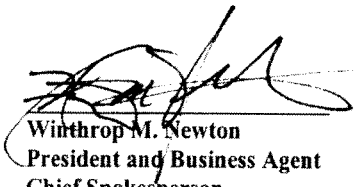
The parties acknowledge that this final Agreement contains provisions that have undergone minor grammatical and typographical editing from the original signed proposals. The parties do not intend the edits to change the meaning or intent of the provisions. Accordingly, the parties agree that the language in the original signed proposals shall be used to settle disputes that arise because of edited language.

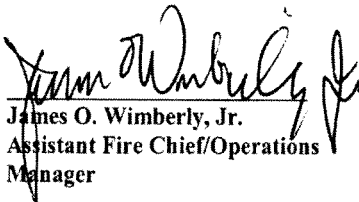
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized Representatives on this 18th day of November, 2010.


**FOR THE CITY OF
ST. PETERSBURG**

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

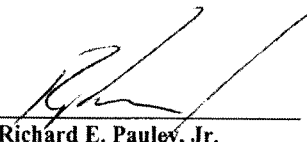
By 
Christopher M. Guella
Labor Relations Manager
Chief Spokesperson

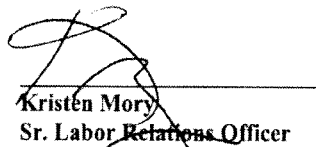
By 
Winthrop M. Newton
President and Business Agent
Chief Spokesperson

By 
James O. Wimberly, Jr.
Assistant Fire Chief/Operations
Manager

By 
William Mott
Secretary/Treasurer

By 
Steven Knight
Fire Rescue Chief

By 
Richard E. Pauley, Jr.
Executive Vice President

By 
Kristen Mory
Sr. Labor Relations Officer

By 
John Armbruster
Labor Relations Officer