



City of South Pasadena

7047 SUNSET DRIVE SOUTH
SOUTH PASADENA, FLORIDA 33707
PH: (727) 347-4171 FAX: (727) 345-0518
WWW.MYSOUTHPASADENA.COM

A G E N D A

SPECIAL COMMISSION MEETING
SOUTH PASADENA, FLORIDA

FRIDAY, FEBRUARY 24, 2017
COMMISSION CHAMBERS 3:30 P.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL

DISCUSSION ITEM

- MOTION - TO APPROVE LABOR AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND ST. PETERSBURG ASSOCIATION OF FIREFIGHTERS LOCAL 747 FOR THE PERIOD OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019.

ADJOURN

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.

Agreement between

City of South Pasadena

and

The St. Petersburg Association of
Firefighters Local - 747

International Association of Firefighters,
AFL-CIO



TABLE OF CONTENTS

	Page
Article 1 – Preamble	1
Article 2 – Recognition	2
Article 3 – Dues Checkoff and Union-Sponsored Insurance Programs Premium Deduction.....	3
Article 4 – Employee Rights.....	6
Article 5 – Safety and Health.....	7
Article 6 – Physical Examinations.....	8
Article 7 - Union Activity.....	11
Article 8 – Bulletin Boards.....	13
Article 9 – Grievance Procedure.....	14
Article 10 - Promotions.....	19
Article 11 – Work Rules.....	20
Article 12 – Reserved Rights.....	21
Article 13 - Emergencies.....	22
Article 14 - Indemnification.....	23
Article 15 – Seniority, Layoffs, Recall and.....	24
Article 16 – Wages.....	25
Article 17 - Pension.....	28
Article 18 – Other City Sponsored Benefits.....	29
Article 19 - Leaves.....	30
Article 20 - Insurance.....	38
Article 21 – Workers Compensation.....	39
Article 22 – Savings Clause.....	41
Article 23 – No Strike.....	42

Article 24 – Outside Employment.....	43
Article 25 – Entire Agreement.....	44
Article 26 - Duration.....	45
Article 27 – Gender References.....	46
Article 28 - Notices.....	47
Article 29 – Drug and Alcohol Testing.....	48
Appendix A - City of South Pasadena Dues Checkoff and Union Sponsored Insurance Programs Authorization Form.....	49
Appendix B - City of South Pasadena Dues Checkoff and Union Sponsored Insurance Programs Termination Form.....	50

ARTICLE 1

PREAMBLE

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

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

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

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

ARTICLE 2

RECOGNITION

Section I - INCLUSION

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

Section 2 - EXCLUSIONS

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

ARTICLE 3

DUES CHECKOFF AND UNION-SPONSORED INSURANCE PROGRAMS PREMIUM DEDUCTION

Section 1 -DUES DEDUCTIONS

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

Section 2- REMITTANCE

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

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

Section 3 - INSUFFICIENT PAY FOR DEDUCTION

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

Section 4- TERMINATION OF DEDUCTION

Deductions for Union dues and/or uniform assessments shall continue until either:

- (A) revoked by the employee by providing the City and the Association with thirty (30) days written notice that he is terminating the prior checkoff authorization, or
- (B) revoked pursuant to Section 447.507, Florida Statutes, or
- (C) the termination of employment, or the transfer or promotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the Association shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

Section 5- INDEMNIFICATION

The Union shall indemnify, defend and hold the City, its elected or appointed officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the City, its elected or appointed officials, agents and employees in complying with this Article. The Union will promptly refund to the Employee any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the City has agreed to deduct.

Section 6 - EXCEPTIONS

The City will not deduct any Union fines, penalties, or special assessments from the pay of any employee.

Section 7 - FORMS

- (A) The Dues Check off and Union Sponsored Insurance Programs Authorization Form (Appendix A) supplied by the Union shall be the only form used by bargaining unit employees who wish to initiate deduction for Union dues, uniform assessments, if any, and Union Sponsored Insurance Programs, if any, and shall contain all the information required by the form prior to submission to the City. Any change in the form in the future will not affect deductions authorized by forms that the parties have previously agreed to, provided that upon this Agreement becoming effective, every employee shall have 90 days within which to complete and file with the Director of Finance the Dues Checkoff and Union Sponsored Insurance Programs Authorization Form.

Unless such new forms are completed and timely filed with the Director of Finance, the City's obligation to make deductions will cease.

- (B) The City will not be required to process Dues Checkoff and Union Sponsored Insurance Programs Authorization Forms that are:
 - (1) incorrectly and/or incompletely filled out; or
 - (2) post-dated; or
 - (3) submitted to the City more than fourteen (14) days following the date of the employee's signature.

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

Section 8 - PAYMENT TO CITY

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

ARTICLE 4
EMPLOYEE RIGHTS

Section 1 - EMPLOYEE FILES

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

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

Section 2 - EMPLOYEE ASSIGNMENTS

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

Section 3 - ACCESS TO GRIEVANCE PROCEDURE

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

Section 4 - SHIFT EXCHANGES

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

Section 5 -DISCIPLINE

Disciplinary action may only be taken for just cause.

ARTICLE 5

SAFETY AND HEALTH

Section 1 - COMMITMENT TO SAFETY

The City and the Union will actively encourage employees to take full advantage of safety courses and instruction available to employees and to correctly use all safety equipment and devices supplied by the City.

Section 2 - SAFETY COMMITTEE

The City has established a safety committee which shall meet annually or as needed.

Section 3 - SAFETY EQUIPMENT

In accordance with current practice, the City will continue to provide shoes with a protective toe cap to be worn by employees only while they are on duty. These shoes will be replaced by the City as needed. The City will continue to provide safety eye protection and ear protection (from noise) when they are needed to protect employees.

Section 4- WELLNESS-FITNESS INITIATIVE

The City will implement and require participation of all employees in a physical fitness program. Employees shall participate in a mandatory, annual, non-punitive, fitness assessment designed to measure aerobic capacity, flexibility, muscular strength and muscular endurance. The City will schedule each employee with an annual physical fitness assessment conducted by a qualified exercise specialist in conjunction with their annual physical. The employee will be given a physical fitness prescription based upon the evaluation that will establish an exercise program designed to improve fitness. The City shall provide the fitness equipment and each employee shall be required to perform the fitness exercises prescribed for him or her during each regularly scheduled shift. The Lieutenant on each shift or the Deputy Chief shall be responsible for monitoring to ensure that employees are performing the prescribed exercise. The Lieutenants and Deputy Chief shall have the authority to waive the requirement of exercise for any person or an entire shift when conditions such as workload and health make performing the exercises detrimental to the employee(s).

Section 5- TOBACCO USE

Employees shall not use tobacco products (cigarettes, cigars, chewing tobacco, snuff) while on duty. This includes both inside and outside the fire station. All employees shall be tobacco free both on and off duty.

ARTICLE 6

PHYSICAL EXAMINATIONS

Section 1 - SCHEDULE

The City will schedule employees covered by this Labor Agreement for a mandatory annual physical exam in accordance with the provisions set forth below. The purpose of this yearly exam is to determine whether or not the employee is fit for duty. In evaluating the results of the annual physical the City physician shall use the guidelines set forth in NFPA 1582 Chapter 9 to determine fitness for duty.

Section 2 - ADMINISTRATION OF THE PHYSICAL EXAMINATION PROGRAM

- (A) The City shall select and reselect a physician or physicians to provide physical examinations.
- (B) The City shall determine the scope of the examination, including the tests to be performed and the type of examination to be conducted provided, however, that the physical shall include at least the following:
 - (1) S.M.A. Profile 19
 - (2) Chest X-Ray (optional)
 - (3) Urinalysis
 - (4) Rectal Cancer Examination
 - (5) Prostate Exam (male), DRE - age 40+, DRE & PSA - age 50+
 - (6) Examination by a qualified healthcare professional
 - (7) Breast & Cervical Cancer Examination (Female optional), with mammogram age 35, every other year ages 40 -49 and every year starting at age 50.
 - (8) Audiometric evaluation
 - (9) Pulmonary Function Test
 - (10) Tuberculosis testing - If a TB test is positive, then a chest X-ray at that time will be required and annually thereafter if the attending physician indicates it will be of diagnostic value.
 - (11) Hepatitis C screening

Any procedure which requires exposure to x-rays may be eliminated by the employees with the exception of the chest x-ray if a positive TB test occurs. Stress EKG's 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. To the maximum extent possible, the employees shall use the City's health insurance to pay for the above described physical examinations. However, the City agrees that it will pay any insurance deductible or co-payment expenses incurred for the examination only upon proper submittal of appropriate documentation by the employee.

- (C) Scheduling or rescheduling of physical examinations will be the responsibility of the City which is responsible for ensuring proper staffing levels within the Fire Department.

Section 3 - ADDITIONAL EXAMINATIONS

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

Section 4 - EMPLOYEE RESPONSIBILITY FOR CORRECTION

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

Section 5- MANDATORY LEAVE

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

Section 6 - RECORDS

Subject to the provisions of Florida Statutes Chapter 119.01, *et. seq.*, the City will maintain the reports of physical examinations in as confidential a manner as lawful. The Chief will review the summary report for each employee and will inform the employee of any additional records or testing needed. If the physician indicates that additional information or testing is needed in order to make a

determination of fitness for duty the employee shall furnish said information or perform the required testing in a diligent manner.

ARTICLE 7

UNION ACTIVITY

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

(A) Union Representation

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

(B) Leave for Union Business

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

(C) Pool Time

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

ARTICLE 8

BULLETIN BOARDS

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

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

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

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

ARTICLE 9

GRIEVANCE PROCEDURE

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

Section 1 - DEFINITIONS As used in this Article:

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

Section 2 - ELECTION OF REMEDY AND REPRESENTATION

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

- (2) Investigations will be conducted in a way that does not interfere with City operations.
- (3) If the Union is not selected by the employee to be his representative, any adjustment of the grievance shall be consistent with the terms of this Agreement. A Union representative will be invited to any meeting between the City and the employee where resolution of the grievance may occur.

Section 3 - GENERAL

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

Section 4- PROCEDURES

Grievances shall be presented and adjusted in the following manner:

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

grievance or within twenty (20) days of when the employee first should have known of the act or omission which is the basis of the grievance, submit a written grievance at Step Two of this procedure.

(B) Step Two

- (1) The grievance filed with the Fire Chief shall include a complete statement of the grievance, including the date, details and facts of the action or omission upon which the grievance is based, the Article and section allegedly violated, the remedy requested by the Employee and the signature of the employee and steward (if applicable) and the date, together with all written documents in support of the grievance. No issues not presented at Step One may be added.
- (2) The Fire Chief may hold a meeting with the grievant and, if applicable, the steward to discuss the grievance. The Fire Chief shall communicate a decision in writing within twenty-one (21) days following receipt of the written grievance.

(C) Arbitration

- (1) If a grievance is not resolved at Step Two, the Union President may appeal the decision to arbitration on a Request for Arbitration Form (to be supplied by the City) within fourteen (14) days after receipt of the decision at Step Two.
- (2) The City and the Union may select an arbitrator by mutual agreement. If the City and the Union fail to mutually agree upon an arbitrator within ten (10) calendar days after the City's receipt of the Request for Arbitration Form, a list of seven (7) qualified arbitrators shall be requested from the Federal Mediation and Conciliation Service. Each shall have a Florida address for the purposes of travel expense reimbursement. Within five (5) days after receipt of the list, the parties shall meet and select an arbitrator as follows:
 - (a) The City shall toss a coin which shall be called by the Union. If the Union is correct, it shall strike a name from the list, otherwise the City shall strike first.
 - (b) The parties will alternatively strike names until a single name remains. The name so remaining shall be the arbitrator.
- (3) The arbitration hearing will be held in accordance with the following:
 - (a) Arbitration hearings shall be held at times and locations mutually agreed to by the City and the Union, taking into account the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.

- (b) Attendance of witnesses at any arbitration hearing shall be the responsibility of the party presenting the witness.
 - (c) If the hearing is stenographically recorded, any party desiring a transcript is responsible for the cost thereof.
- (4) The Arbitrator's role - The arbitrator shall preside over the hearing and be responsible for its orderly conduct and for the rendition of an award as follows:
- (a) The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - (b) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue submitted, which shall be final and binding.
 - (c) The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
 - (d) The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.
 - (e) The arbitrator shall be without power or authority to make any decisions:
 - (1) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law; or
 - (2) Limiting or interfering in any way with the powers, duties and responsibilities of the City, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement, or
 - (3) Which has the effect of restricting the discretion of the City or the Fire Chief, unless such authority is modified by this Agreement.

- (f) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
 - (1) The award shall not exceed the actual loss to the grievant and will not include punitive damages.
 - (2) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the City and Union will evenly split the arbitrator's fee and expenses.

ARTICLE 10

PROMOTIONS

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

ARTICLE 11

WORK RULES AND PREVAILING RIGHTS

Section 1 – WORK RULES

In addition to the obligations imposed on employees in this Agreement, employees must comply with work rules which have been prepared and promulgated by the City. A copy of the work rules will be posted in the Fire Station to serve as a reference for employees in this bargaining unit. In the event of a conflict between the work rules and this Agreement, the terms of this Agreement shall prevail.

The City reserves the right, from time to time, to alter, amend, delete or add to the list of work rules and employees will be obliged to obey such rules as altered, amended, deleted or added to provide the alterations, amendments, deletions, and additions are not made in an arbitrary and or capricious manner. The City agrees to consult with the employee representative prior to implementing a change, addition or deletion in any work rule, except that such consultation shall not unreasonably delay implementation.

An employee who violates a work rule will be subject to disciplinary action, however, the City reserves, as well, the right to take discipline for just cause.

Section 2 – PREVAILING RIGHTS

All rights and conditions enjoyed by the employees at the present time and known to the Fire Chief which are not included in this Agreement shall be presumed to be reasonable and proper and shall not be changed by the City in an arbitrary and/or capricious manner.

ARTICLE 12

RESERVED RIGHTS

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

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

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

ARTICLE 13

EMERGENCIES

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

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

ARTICLE 14

INDEMNIFICATION

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

ARTICLE 15

SENIORITY, LAYOFFS, AND RECALL

Section 1- SENIORITY

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

Section 2 - LAYOFF

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

Section 3 - RECALL

When a vacancy occurs in a classification in which a layoff occurred within 365 calendar days (1 year) of the date of the layoff, the City will notify the employee who was most recently laid off from employment in the classification. To be eligible for recall, the employee must have kept the Chief informed of his current address and phone number.

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

ARTICLE 16

WAGES

Section 1- SALARY SCHEDULE

- (A) The City adopts the wage schedule specified in Exhibit A.
- (B) No employee who has been employed by the City as a Firefighter/EMT or Paramedic may return to the classification of Firefighter. Except as otherwise provided herein, all bargaining unit employees must maintain State of Florida certification and Pinellas County Medical Director's authorization for their current classification. If an employee loses his certification or authorization on a temporary basis, the Chief may grant the employee a period of ninety (90) days in which to regain such certification or authorization and The Chief may grant additional time beyond ninety (90) days if the employee's failure to regain such certification or authorization is due to circumstances beyond the employee's control. Nothing in this provision shall be construed to prevent the City from taking disciplinary action for just cause regardless of the state of the employee's certification or authorization..
- (C) An employee in the classification of Paramedic may, with the prior approval of the Chief, temporarily step down to the classification of Firefighter/EMT for a good reason for a period of up to ninety (90) days. The Chief may extend a temporary step down for an additional ninety (90) days. An employee in the classification of Lieutenant Paramedic may, with the prior approval of the Chief, temporarily step down to the classification of Lieutenant EMT for a good reason for a period of up to ninety days. The Chief may extend a temporary step down for either Paramedic or Lieutenant Paramedic for an additional ninety (90) days. Any step down will be accompanied by a corresponding reduction in pay.

If at the end of an approved temporary step down, the employee is unable or unwilling to return to his prior classification, his employment will be terminated unless a permanent step down is approved under Section I.E.

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

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

- (A) Upon ratification of this Agreement, each bargaining unit employee will begin to be paid the salary shown in the salary schedule for his current rank. The initial placement of the employee will be determined according to that employee's completed years in service in his current rank as of October 1, 2016.
- (B) During the term of this Agreement, when an employee completes an additional year of service in the rank in which he presently serves, he shall move to the next higher step in the salary schedule applicable to the rank in which he presently serves. Such increase will be effective for the first full pay period which begins after the pay period in which his anniversary date occurred.
- (C) Whenever an employee attains Step 12 for the rank in which he presently serves, all automatic progression through the salary schedule will cease and the employee will be at "top pay" status.

Section 3 - ACTING PAY

Whenever a bargaining unit member is assigned full-time duties (by the Chief or his designee) usually assigned to a Lieutenant who is off-duty, his pay shall be increased by \$1.50 for each hour so worked.

Section 4 - WORKWEEK AND OVERTIME

For the duration of this Agreement, a 14-day work period and 24 hours on duty and 48 hours off duty will continue for all bargaining unit employees unless an employee is temporarily assigned by the Chief to a different schedule for educational, light duty or other legitimate reasons. The hourly rate paid will be based on a 2,912 hour work year with the base pay for pension purposes based on the scheduled shift for the employee for the period. Bargaining unit employees will be paid on an hourly basis with overtime calculated as hours actually worked over 106 hours in accordance with the FLSA. For purposes of calculating overtime, compensatory time used, vacation, sick and time out on workers compensation will not be considered hours actually worked. Jury duty will be considered hours actually worked for computing overtime. Overtime will be paid in cash. Compensatory time already on the books may be used when it will not result in the City paying overtime to staff a shift. The Chief may cancel compensatory time when it will result in the City paying overtime to staff a shift. In the event that the FLSA causes a change in compensation from the above described system, then this article shall automatically be re-opened and a new provision for overtime and compensatory time shall be negotiated.

Section 5 - WAGE INCREASES

- Effective for the first regular pay period that includes October 1, 2016, the pay rate for every bargaining unit position shall be adjusted upwards by 3.0%. The wage

increase for fiscal year 2016/2017 accruing prior to the ratification of this Agreement shall be paid in arrears in a single payment to each employee.

- For the first regular pay period that includes October 1, 2017, pay rates shall be increased by 3.0%; and
- For the first regular pay period that includes October 1, 2018- pay rates shall be increased by 3.0 %.

Fire Department Pay Plan schedules for fiscal years 2016/2017, 2017/2018 and 2018/2019 are attached as Exhibit A.

Section 6 - CALL BACK PAY

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

Section 7 – INCENTIVE PAY

Effective with the pay period that includes the date of ratification of this Agreement, the City agrees to pay \$25.00 per month to bargaining unit members who hold a valid Florida State Fire Inspector Certification.

ARTICLE 17

PENSION

The current Firefighters Pension Plan (Article III, Chapter 180 of the City Code of Ordinances shall remain as is during the term of this Agreement and shall continue to cover all employees who are covered by this Agreement.

ARTICLE 18

OTHER CITY SPONSORED BENEFITS

Section 1 - TUITION REIMBURSEMENT

Employees will be reimbursed for tuition actually paid by them for current courses attended in a degree granting program in Fire Sciences or Emergency Medical Services, and any other course that is recognized by the Florida State Fire College and is needed for the State Fire Officer I, Fire Officer II, Fire Officer III, Fire Officer IV, or Fire Inspector I Certificate. The City shall be responsible for reimbursement of \$10,000.00 during each fiscal year of the contract. Reimbursement shall be made within 30 days of the required documentation being furnished to the Chief in accordance with the following schedule:

Course Grade Received	Percentage of Tuition Cost Reimbursed
A	100%
B	75%
C	50%
Passing Grade on Pass/Fail Course	50%
Any Other	-0-

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

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

The City will reimburse at the published resident undergraduate rate charged by public colleges or universities in the State University System or the cost of the course, whichever is less.

Section 2 – MILEAGE REIMBURSEMENT

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

Section 3 – TIME OFF FOR SCHOOL

The City will provide time off without pay at the sole discretion of the Chief, to attend Fire or EMS related courses. The determination made by the Chief under this Section is not grievable under this Agreement.

ARTICLE 19

LEAVES

Section 1 – FUNERALS

Leave will be granted, without loss of pay or other benefits, for a period of 48.0 hours when attending an in-state funeral or an out-of-state funeral of a member of the employee's immediate family necessitates the employee's absence from work. If any additional time off is required, the employee may request use of holiday time, compensatory leave or annual leave, in accordance with the provisions of this Agreement. A member of the "immediate family" is defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, stepparent or stepchild. The employee shall provide the City with proof of death, if requested by the Department, before leave is approved.

Section 2 - VACATION OR ANNUAL LEAVE

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

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

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

Leave Eligibility	Accrual Rate
Two (2) work weeks	09.33 hours/month
Three (3) work weeks	14.00 hours/month
Four (4) work weeks	18.67 hours/month
230 hours	19.17 hours/month
236 hours	19.67 hours/month
242 hours	20.17 hours/month
248 hours	20.67 hours/month
254 hours	21.17 hours/month
260 hours	21.67 hours/month

(C) Employees with less than 20 years of service may carry over a maximum of 224 hours accumulated annual leave. Accrued annual leave in excess of this amount is forfeited. Employees with more than 20 years of service may carry over an amount equal to the number of hours of annual leave they earn in any calendar year. For example an employee with 23 years of service may carry over a maximum of 248 hours of annual leave.

(D) Only accrued vacation time may be used.

(E) Vacation Picks

- (1) Vacation picks submitted each year on March 31 will be selected by shift seniority with only one person off each shift.
- (2) Vacation picks shall be for a minimum of 12 consecutive hours and must be either 1st or 2nd half of the day (8 am to 8 pm or 8 pm to 8 am).
- (3) In no event shall non-consecutive shifts be treated as a single pick.
- (4) Employees shall be entitled to five vacation picks. Each round shall be done by shift seniority.
- (5) In order to make a vacation pick, employees must have accrued vacation time available or based on the anticipated vacation accrual will have the vacation at the time it comes up on the schedule.
- (6) In the event an employee uses vacation time prior to the vacation pick which results in the employee having inadequate vacation accrual to cover the pick, the vacation pick will be cancelled.

(F) All Other Time Off:

Requests for time off require that the member have adequate accrued vacation or holiday or compensatory time to cover the request . The Chief will grant time off on a first come, first serve basis provided there are sufficient available employees to staff the Department.

Section 3 - HOLIDAYS

(A) All employees in the bargaining unit shall be eligible for the following paid holidays:

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

Personal Day (11.2 hours pay or time off) Designated by employee subject to the approval of the Fire Chief

- (B) Each employee will be paid 11.2 hours for each holiday.
- (C) When a holiday on the list in subsection A occurs on a Saturday, the preceding Friday will be a holiday. When a holiday on the list in subsection A occurs on a Sunday, the following Monday will be a holiday.
- (D) If an employee is absent due to illness on the day for which his shift is to observe a holiday, the employee will be charged hour for hour holiday pay up to the payout for the holiday prior to the utilization of sick leave. Shift observance of holidays for the three shifts shall be the day before, the day of, and the day after the designated holiday.

Section 4- JURY DUTY AND COURT APPEARANCES

- (A) Employees who are parties to a lawsuit are not eligible for leave with pay for the time spent and are not covered by this Section.
- (B) Employees attending court as a witness about a matter related to the job or for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they are present in court. Employees who attend Court as a witness about a matter related to the job or for jury duty during their normal working hours for only a portion of a regular scheduled workday are expected to report for duty when they are excused or released by the Court.
- (C) Employees called for jury duty shall promptly notify their immediate supervisor.
- (D) Employees on court or jury duty while on scheduled vacation may be allowed to reinstate vacation hours. The employee must furnish the City with proof of court or jury duty in either event.
- (E) Employees who as a result of their official position with the City, are required to attend court or a judicial hearing as a witness about a matter related to the job which commences during their scheduled off duty hours shall be paid for the time that they are required to be in court. For pay purposes, Employees will be considered on duty and on the clock from the time the court appearance begins until released by the court. All hours that are paid pursuant to this Section are counted as hours worked for purposes of calculating overtime.

Section 5 - LEAVE OF ABSENCE WITHOUT PAY

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

(B) Employee's Responsibility

- (1) Employees granted a leave of absence must keep the City informed every three (3) months of their current activity (school, medical, military, etc.) and address.
- (2) An employee who accepts employment for another employer while on the authorized leave of absence for illness or injury shall be deemed to have resigned his employment with the City. All employees are required to notify the City in writing within three (3) working days of accepting other employment while on leave of absence.
- (3) Failure to timely notify the City of current activity, address and any employment may result in the employee being dropped from leave of absence status, in which case he must return to duty or be dismissed.

(C) Reinstatement from Leave of Absence

- (1) At the City's direction, employees returning from a leave of absence may be required to submit a doctor's statement certifying their ability to return to work.
- (2) An employee granted a leave of absence shall be returned to his former classification if the leave is less than ninety (90) calendar days, unless circumstances have so changed as to make it impossible or unreasonable to do so.
- (3) An employee granted a leave of absence in excess of ninety (90) days shall be permitted to return to work providing a vacancy exists in his prior position or classification. If such vacancy does not exist, the employee shall be terminated and placed on the classification's eligible register for a period of six (6) months during which time the City shall make a reasonable effort to return the employee to a position for which he is qualified.

An employee granted a leave of absence without pay who wishes to return to work before the leave period has expired shall be required to provide the Chief with at least two (2) weeks' notice.

- (4) Employees reinstated to their prior classification from leave without pay shall be entitled to receive their prior rate of pay in addition to any general pay increases applicable to their classification.
- (5) No sick leave, annual vacation leave, holiday or any type of seniority will be earned by the employee for the time that the employee is on leave of absence without pay.

Section 6 - LEAVES OF ABSENCE WITHOUT PAY (ILLNESS OR NON-WORKERS COMPENSATION INJURY)

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

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

Section 7 - GROUP INSURANCE COVERAGE DURING LEAVES OF ABSENCE

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

Section 8 - FAMILY/EMERGENCY LEAVE

- (A) When absence from work is necessitated by medical, dental or optical treatment of the employee's family member, the employee may use accrued annual leave in accordance with the current practice regarding the use of such annual leave.
- (B) When an emergency situation arises, the employee may be granted annual leave. The granting of this annual leave shall be in the sole discretion of the Chief and is not grievable or arbitrable.

Section 9 - SICK LEAVE

- (A) The policy of the City is to grant sick leave in all bona fide cases. Sick leave is a qualified privilege of the employee in that he is entitled to use it only when warranted. Commencing with the pay period that includes the date of ratification of this Agreement, sick leave will be earned at the rate of thirteen and two tenths (13.2) hours per month and employee will be allowed to accumulate to a maximum of one thousand four hundred (1400) hours.
- (B) Sick leave will be granted upon the approval of the Chief or Officer-in Charge for the following reasons:
 - (1) Employee's health, including medical, dental, or optical treatment provided proof is supplied that the appointment could not be scheduled off duty.
 - (2) Quarantine due to exposure to contagious disease.
 - (3) In connection with worker's compensation.
- (C) An employee incapacitated and unable to work shall notify his immediate supervisor at such time before his scheduled reporting time as designated by the Department, giving reason for absence and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given.
- (D) Employees, upon retiring from City employment, shall be reimbursed at a straight hourly rate for fifty percent (50%) of their accrued sick leave in excess of 700 hours.
- (E) Voluntary Employee Benefit Association (VEBA) - A VEBA shall be established and administered by the Union to provide for the payment of health care premiums for retirees. The City's contributions shall be limited to the cash-out of vacation, compensatory time and sick leave that retiring or separating employees are currently entitled to cash-out. Only retiring employees shall be entitled to cash-out sick leave. The Union shall indemnify, hold harmless and defend the City from any and/or all litigation and liability arising from the promulgation, implementation and operation of the VEBA.
- (F) Whenever sick leave may appear to be abused, or when an employee consistently uses sick leave as it is earned, the Fire Chief or his designee has the right to require a

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

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

Section 10 - MILITARY LEAVES

All military leave shall be consistent with federal and Florida law.

ARTICLE 20

INSURANCE

Section I- GROUP HEALTH INSURANCE

During the term of this Agreement, the City will provide employees and their dependents (as defined by the insurance policy) with access to a group insurance program or Health Maintenance Organization. The City will pay the entire cost of the employee's coverage and provide, at the employee's election, payroll deduction for the cost to the employee in providing coverage for his family members. Commencing with the pay period which includes the date of ratification of this Agreement, the City shall contribute the following amounts per month toward the cost of dependent coverage that an employee purchases through the city for spousal, children or family coverage:

Spousal coverage only - \$225

Children coverage only - \$175

Spousal and Children coverage - \$400

Section 2 - GROUP LIFE INSURANCE

At its expense the City will provide at least \$10,000 of term life insurance for each employee, or at the Union's request forward to the Union an amount up to \$12.00 per unit member, per month, for the purchase of life insurance. If the insurance carrier which provides this coverage so elects, additional insurance may be made available to City employees, at the employee's full cost and expense. If coverage is available and purchased by the employee, the City will provide payroll deduction upon the employee's written request and after execution of authorization in a form satisfactory to the City.

Section 3

At its option, the City reserves the right to change insurance providers for health and life insurance at any time.

ARTICLE 21

WORKERS COMPENSATION

Section 1

Payment of workers compensation benefits to all qualified employees who are disabled because of an injury arising out of and in the course of performing their duties with the City will be governed by the Florida State Workers Compensation Law. In the event an employee is directed by the City not to report for duty as a result of that employee being exposed to a communicable disease while on duty, the employee shall file a claim for workers compensation benefits. In the event the claim is denied, the employee shall be compensated as set forth below, provided the exposure occurred while the employee was on duty. If this occurs, the City shall pay the employee that benefit to which the employee would have been entitled under workers compensation if the workers compensation carrier had approved the claim.

Section 2

An employee receiving workers compensation benefits shall receive regular pay less any reimbursements from workers compensation for a period not to exceed ninety (90) days from the date of injury with the City supplementing the workers compensation benefits according to the following schedule:

First 30 days - 100%

31 - 90 days - 75%

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

Section 3

Determinations on whether an injury is compensable (such as whether the injury is a direct result of a work duty involvement, was the result of employee negligence, or other matters impacting the employee's eligibility for benefits) and/or the determination of the amount of those benefits, will be made by the workers' compensation carrier, or if there is a petition in workers' compensation then the determination will be made by the judge of compensation claims.

Section 4

Employees out on workers compensation leave will continue to accrue annual sick leave and holiday leave as though working.

Section 5

Group Life and Hospitalization premiums and any other payroll deduction authorized by the employee must be paid by the employee while out on workers compensation leave.

ARTICLE 22

SAVINGS CLAUSE

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

ARTICLE 23

NO STRIKE

Section 1

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

Section 2

Should the Union or any employee included in the bargaining unit breach this Article, the City may, without notice, obtain an injunction against that breach. The City may also take any other action against the Union or employee authorized or required by law.

Section 3

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

ARTICLE 24

OUTSIDE EMPLOYMENT

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

ARTICLE 25

ENTIRE AGREEMENT

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

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE 26

DURATION

This Agreement shall be effective October 1, 2016, and shall remain in full force and effect through September 30, 2019, and from month to month thereafter until the Union or the City gives thirty (30) days written notice of an intent to open negotiations for a new Agreement.

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

ARTICLE 27

GENDER REFERENCES

All references in this Agreement to employees of the male gender by use of the terms “he” or “his” are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 28

NOTICES

Notices hereunder shall be given by registered or certified mail, and if by the City shall be addressed to the President of Local 747, IAFF at 5240 1st Avenue North, St. Petersburg, Florida 33710, and if by the Union shall be addressed to Commissioner of Public Safety at City Hall, 7047 Sunset Drive, South, South Pasadena, Florida 33707 with a copy to Fire Chief, Fire Station #20, South Pasadena, Florida. Notices shall be considered to have been given as of the date shown on the postmark.

ARTICLE 29

DRUG AND ALCOHOL TESTING

- (A) Bargaining unit employees shall refrain from using, possessing, dispensing, or selling any drug/chemical substance not prescribed for use by a licensed physician and refrain from using a prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician, In no event shall the proper use of over the counter medication be considered a violation of this Article. Also, the consumption of any alcohol while on duty or reporting to work impaired by the use of alcohol or in a condition that prior usage can be concluded or detected are prohibited.
- (B) Employees are subject to urinalysis and/or blood testing and/or any other physical or bodily sample testing as required by the City to detect the presence of drug/chemical substances and/or alcohol when the Fire Chief or his designee has a reasonable suspicion that the employee may be acting in violation of Section A of this Article, or in violation of the City's Drug Free Workplace program.
- (C) Unit employees may, upon request, have a Union representative present during the testing procedure, provided that the test will not be postponed for more than thirty (30) minutes to await a Union representative. An attempt will be made to telephone the Union representative advising of the pending test, but in no instance will the thirty (30) minute waiting rule be waived or will the Employee taking the test have more than one representative present.
- (D) The Employer shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol related problem. However, such guidance must be requested by the employee. Participation in such programs shall not mitigate or stay the implementation of dismissal or any other action against the employee for violation of this Article's provisions nor discipline/dismissal for other drug/alcohol related offenses.
- (E) Employees aggrieved by this Article shall have the right to arbitrate alleged violations of this Article in accordance with the provisions of Article VIII, except that once an arbitrator is agreed upon, every effort will be made to schedule the hearing within fifteen (15) days of the date of selection. Further, the arbitrator's decision shall be issued within fifteen (15) days from the close of the hearing, notwithstanding the submission of any briefs by the parties.
- (F) In the event any discipline less than discharge is ultimately imposed on any Employee for the violation of this Article, that Employee, in addition to any disciplinary measures imposed by the City, shall not be allowed to return to work until he presents a statement from a licensed physician that the Employee has been rehabilitated, is no longer under the influence of illegal drugs/chemical substances or alcohol, and is fit to return to full duty. Leave time for rehabilitation shall be in accordance with the leave provisions contained in this Agreement. Any rehabilitation will be at the Employee's expense insofar as it is not covered by group health insurance.

APPENDIX A

**CITY OF SOUTH PASADENA
Dues Checkoff and Union Sponsored Insurance**

Programs Authorization Form

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

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

DUES	_____
HEALTH INSURANCE	_____
LIFE INSURANCE	_____
CANCER INSURANCE	_____
TOTAL	_____

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

DATE _____

SIGNATURE

SOCIAL SECURITY NUMBER

(PRINT) LAST NAME, FIRST, MI

APPENDIX B

CITY OF SOUTH PASADENA
Dues Checkoff and Union Sponsored Insurance
Programs Termination Form

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

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

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

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

DATE _____

SIGNATURE

SOCIAL SECURITY NUMBER

(PRINT) LAST NAME, FIRST, MI

IN WITNESS WHEREOF, the parties hereto, by duly authorized officers and agents have affixed their signatures this ___ day of _____, 2016.

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

FOR THE CITY OF SOUTH PASADENA

Chief Negotiator and President

Mayor