AGREEMENT

Between

CITY OF CLEARWATER

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

Local 1158

FISCAL YEARS

2015-2016

2016-2017

2017-2018

CLEARWATER FIREFIGHTERS

Our Mission is to work

cooperatively with labor

and management to provide

cost effective, top quality

Emergency services while

ensuring and improving the

safety and benefits for our Members

Page No.

Table of Contents		**i-iv**
Preamble		**1**
ARTICLE 1	**Recognition and General Provisions**	**1**
Section 1	Exclusive Bargaining Agent	1
Section 2	New Classifications	1
Section 3	Contract Constitutes Entire Agreement	1
ARTICLE 2	**Representatives of Parties**	**1-2**
ARTICLE 3	**Rights of Parties**	**2-4**
Section 1	Management Rights	2
Section 2	Emergency Conditions	2
Section 3	Union Rights	2
	Stewards	2
	Checkoff	3
	Posting of Agreement	3
	Bulletin Boards	3
	Employee Orientation	3
Section 4	No Discrimination	4
ARTICLE 4	**No Strike**	**4**
ARTICLE 5	**Labor-Management Cooperation**	**4-5**
ARTICLE 6	**Grievance Procedure**	**5-7**
Section 1	Definition	5
Section 2	Filing Procedures	5
Section 3	Arbitration	6-7
Section 4	Grievance Initiated by the City	7
Section 5	Time Limit Exceptions	7
Section 6	Grievance Initiated by Employee	7
ARTICLE 7	**Personnel Practices**	**7-27**
Section 1	Work Schedule	7
Section 2	Assignments	8
Section 3	Extra Pay Assignment	8-12
Section 4	Exchange of Duty Time (Swaps)	13

ARTICLE 7	Personnel Practices (cont.)	Page No.

Section 5 Call-In, Holdover, and Court Time 13-14
Section 6 Daylight Savings Time 14
Section 7 State EOC/FEMA Deployment 15
Section 8 Pay Plan Administration 15-17
Promotions 15
Demotions 15
Acting Pay 16-17
Fair Labor Standards Exemption 17
Section 9 Promotional Process 17
Announcements 17
Eligibility 17
Disqualification of Applicants 17-18
Scope and Character of Evaluation Process 18
Notification of Results 18
Appeals from Ratings 19
Section 10 Open and Promotional Eligibility Lists 19
Section 11 Appointments 19-20
Section 12 Probation 20
Section 13 Light Duty 20-21
Section 14 Line-of-Duty Injury Pay 21-22
Section 15 EMS Classifications 23-24
Section 16 Firefighter/Driver-Operator 24-25
Section 17 Work Rules and Prevailing Rights 25
Section 18 Subcontracting 25
Section 19 Indemnification 26
Section 20 Sports Activities On Duty 26
Section 21 Lawn Maintenance 26
Section 22 Physical Examination 26
Frequency of Physicals 26
Types of Exams 26
Immunizations and Inoculations 26-27

ARTICLE 9 **Wages and Compensation** **41-49**
Section 1 Pay Schedule 41-42
Section 2 Pay Schedule Format 42-43
Section 3 Merit Step Review 43
Section 4 Rates of Pay 43
Section 5 Annual Personal Resource Allowance 43
Section 6 Mileage Reimbursement 44
Section 7 Special Teams 44-45
Section 8 EMS Wages 45
Section 9 Training and Tuition Refund 46
Section 10 Clothing and Equipment 46-48
Section 11 Standby 48
Section 12 Paycheck Issuance 48-49
ARTICLE 10 **Insurance** **49**
ARTICLE 11 **Performance and Discipline** **49**
ARTICLE 12 **Drug and Alcohol Policy** **50**
ARTICLE 13 **Retirement** **51**
ARTICLE 14 **Seniority, Layoff, and Recall** **51-53**
Section 1 Seniority 51-52
Section 2 Layoffs 52-53
Section 3 Reemployment Rights 53
Section 4 30-Day Notification 53
ARTICLE 15 **Duration, Modification, and Termination** **53**
Section 1 Amendments 53
Section 2 Severability and Waiver 53
Section 3 Duration 54
Signature Page 55
APPENDIX A **Wages** **56-58**

ARTICLE 7 **Personnel Practices (cont.)** **Page No.**

Sect 22 (cont) Physical Fitness 27
Department Physician 27
Wellness Re-Opener 27
Section 23 Residency Requirement 27
Section 24 Tobacco Product Usage 27
Section 25 Station Assignments 27

ARTICLE 8 **Leaves of Absence 28-41**

Section 1 Holidays 28-29
Observed Holidays 28
Floating Holidays 28-29
Selection of Floating Holidays 29
Payment for Floating Holidays 29
Conversion of Floating Holidays to Personal Leave 29
Section 2 Vacation 29-33
Accrual of Vacation Leave 29-31
Use of Vacation Leave 31-32
Accrual During Military Leave 32
Conversion to Other Leave 33
Payment for Unused Vacation 33
Banking of Vacation 33
Section 3 Sick Leave 33-37
Accrual of Sick Leave 33-35
Payment for Unused Sick Leave 35-36
Sick Leave Incentive Program 36
Sick Leave Pool 37
Section 4 Funeral Leave 38
Section 5 Absence Without Leave 38
Section 6 Time Off From Duty 38-39
Section 7 Right to Contribute Work 39
Section 8 Military Leave 39-41

PREAMBLE

This Agreement is entered into by the City of Clearwater, Florida, hereinafter referred to as the "City," and Local 1158 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union". The Agreement has been negotiated in good faith for the purpose of promoting harmonious relations, establishing an orderly and peaceful procedure to settle differences which might arise, and setting forth the basic and full agreement between the parties concerning wages, rates of pay, hours of work, and all other terms and conditions of employment.

ARTICLE 1
RECOGNITION AND GENERAL PROVISIONS

Section 1. Exclusive Bargaining Agent

The City recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, for all employees in the bargaining unit defined by the Public Employees Relations Commission and issued Certification number 122 in Case No. 8H-RA-756-1129 dated September 3, 1975. All persons in the classifications designated Firefighter, Firefighter/Driver-Operator, Fire Medic, Fire Lieutenant, Fire Medic Lieutenant, Fire Inspector I, Fire Inspector II, and Fire Prevention Inspector shall be included in the bargaining unit. All others shall be excluded. Any incumbent of the Fire Prevention Inspector job classification as of the effective date of this Agreement shall be permitted to maintain such job classification designation. There shall be no further bargaining unit members allocated to the Fire Prevention Inspector job classification after the effective date of this Agreement.

Section 2. New Classifications

Should the City and the Union agree to establish new job classifications within the Fire Department which may be in the bargaining unit, the City shall provide notice to the Union not less than 30 days prior to staffing such classification. The parties shall submit a Unit Clarification Petition to the Public Employees Relations Commission and shall negotiate appropriate wage rates, hours, and terms and conditions of employment for such classification.

Section 3. Contract Constitutes Entire Agreement of the Parties

This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto, and finally determines and settles all matters of collective bargaining for and during its term, except regarding the City's Pension Plan and as may be otherwise specifically provided herein.
The parties agree to bargain separately proposed changes in the City's Pension Plan that deal with mandatory subjects of collective bargaining and any impact these changes may have on bargaining unit members.

ARTICLE 2
REPRESENTATIVES OF PARTIES

Section 1. The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this Agreement. Authorized representatives shall be defined as the elected Officers of the Union and duly elected or appointed stewards. The Union agrees to notify the City of the name of such authorized

representatives as of the execution of this agreement, and any change in elected Officers or appointed stewards shall be provided by the Union to the Office of the Fire Chief within 72 hours of the change.

Section 2. The Union likewise agrees that during the term of this Agreement the Union and the employees covered hereunder shall deal only with the City Manager or his/her representative in matters requiring mutual consent or other official action. The Union specifically agrees that neither the Union nor the employees covered hereunder shall seek to involve the City's elected officials in the administration of this Agreement or otherwise in the operation of the City's Fire Department; provided that nothing contained herein shall restrict an employee's opportunity to present non-employment related matters to such elected officials.

ARTICLE 3
RIGHTS OF PARTIES

Section 1. Management Rights

Except as expressly limited by any provision of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time redetermine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operations, functions or services, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify or discontinue job classifications; to establish and change working rules and regulations; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge or otherwise discipline employees for proper cause; to alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and/or services.

Section 2. Emergency Conditions

If in the sole discretion of the City Manager or Mayor it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, strikes, hurricane conditions, or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City Manager or Mayor during the term of the declared emergency provided that wage rates and other direct monetary payments shall not be suspended.

Section 3. Union Rights

A. **Stewards:** There shall be one (1) Union Official or designee for all bargaining unit members on each shift for line personnel and one additional Union Official or designee for Fire Prevention personnel. An employee working on duty shall be represented by the respective (line or inspection) "on-duty" representative or other union official.

An employee having a grievance shall have the right to take the matter up with his/her Shift Steward or other Union Officer during working time, provided that neither the employee nor the Shift Steward may leave their assigned Fire Station or work area outside a Fire Station without prior permission of the Fire

Chief or his/her specifically designated representative, and, provided further, that the employee and the Union Official shall not interfere with the normal operations of the Department. It shall be the employee's responsibility to obtain a representative when the Fire Chief or his/her designee determines that the on-duty representative cannot be made available due to operational demands.

All members of the bargaining unit may wear the I.A.F.F. pin on their uniforms.

B. Checkoff: The City shall deduct and provide to the Union on a biweekly basis dues and uniform assessments owed by the employee to the Union in an amount certified to be correct by the Union Secretary-Treasurer. Prior to such deduction, the Union shall provide the City with a signed statement from each employee authorizing such deduction in a form satisfactory to the City.

Any authorization for dues deduction may be canceled by the employee upon 30 days written notice to the City and the Union.

The Union shall indemnify, defend and hold the City, its officers, 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 officials, agents, and employees correctly complying with this Section. The Union shall promptly refund to the City any funds received in accordance with this Agreement which are in excess of the amount of basic and uniform membership dues which the City has agreed to deduct.

Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of Union fines, penalties or special assessments.

In the event an employee's salary earnings within any pay period, after deductions for withholding, pension or social security, health and/or other standard deductions, are not sufficient to cover dues it will be the responsibility of the Union to collect its dues for that pay period from the employee.

C. Posting of Agreement: The City and the Union agree that this Agreement shall be posted by the City in a conspicuous place at each Fire Station. Further, the City agrees that it will print the required amount of copies, no later than 75 days after such Agreement has been ratified by all concerned parties, and distribute same to the Union. The Union agrees, within 30 days after receipt of copies of this Agreement, to supply individual copies of this Agreement to each current member of the bargaining unit and thereafter to provide an individual copy to each new bargaining unit member within 30 days of their becoming a bargaining unit member or allow the City to retain copies to provide at new employee orientation. The City and the Union shall each bear one-half of the cost of production of the copies of the Agreement, the number of which shall be mutually agreed upon prior to printing. The City and the Union shall agree on the format.

D. Bulletin Boards: The City agrees to provide a 2 feet x 4 feet space on bulletin boards at each Fire Station for posting by the Union of notices of meetings or other official Union information; provided, the Assistant Chief or his/her designee shall first review such posting, and if found to be outside of the scope of this Section, such posting shall be modified to the mutual agreement of the parties. The Assistant Chief will continue to include the Union notices in the intra-departmental mail which he/she delivers to the stations.

E. Employee Orientation: The City shall permit the Union to make a presentation to all new bargaining unit members at the City new employee orientation. Subject matter of the Union presentation and any Union materials to be distributed must be approved by the City Manager or his/her designee.

Section 4. No Discrimination

The City and the Union specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, sex, national origin, membership or non-membership in labor organization, sexual orientation, or age, as provided by law.

Any claim of discrimination under Federal or State civil rights laws by an employee against the City, its officers or representatives shall not be grievable or arbitrable under the provisions of Article 6 but shall be subject only to the method of review prescribed by law. Nothing herein contained shall preclude the right of an employee to grieve and arbitrate disciplinary action taken by the City, except as otherwise herein provided.

ARTICLE 4
NO STRIKE

Section 1. The Union agrees that during the term of this Agreement, it shall not authorize, instigate, condone, excuse, ratify or support any strike, slowdown, sit-down, work stoppage or any other act of like or similar nature likely to interfere with the efficient operation of the City's affairs engaged in or supported by members of the Union and/or employees represented by the Union or other agents or representatives of the Union. The parties specifically incorporate herein the provisions of FS. 447.505, 447.507 and 447.509.

Section 2. Should the Union or employees covered by this Agreement within the City's Fire Department breach this Article, the City may then proceed against the Union as covered in FS 447 and such sections of state and federal law that may apply. The City would also be entitled to obtain an injunction with notice at ex-parte hearing for breach of this Article.

Section 3. Should any member of the bargaining unit be found guilty of striking as defined in Chapter 447, Florida Statutes, he/she shall be subject to dismissal, and it is expressly agreed that such violation constitutes just cause for dismissal.

ARTICLE 5
LABOR-MANAGEMENT COOPERATION

A. The City and Union agree to maintain a cooperative Labor/Management committee for the IAFF Local 1158 bargaining units. The committee shall consist of an equal number of members of each party not to exceed a total of eight (8) members. It is understood that this committee in no way is a substitute for the grievance procedure or the right of collective bargaining but has been established for the purpose of discussion and input from both sides on matters that may be mutually resolved by the parties or may eventually become items of collective bargaining, grievances, or litigation.

The Labor/Management Committee will meet quarterly or as deemed necessary by the Committee. Either side may cancel a meeting with 24 hours notice. A cancelled meeting may be rescheduled with mutual consent. The Committee will draft bylaws addressing administrative protocols. Adoption and any changes to bylaws shall require a simple majority vote among all members of the Committee.

B. Department Safety Committee

1. Authority. The Clearwater Fire and Rescue Occupational Health and Safety Committee shall be established in accordance with the direction as outlined in Florida Stature 633.810, "Workplace safety committees and safety coordinators."

2. Membership. The committee shall be made up of an equal number of bargaining unit members to be appointed by the Union and Fire Department management staff officers to be appointed by the Fire Chief or his/her designee, not to exceed a total of eight members.

3. Workplace Safety Coordinator. The Clearwater Fire and Rescue Health and Safety Chief shall be designated as the department Workplace Safety Coordinator for the purpose of chairing the committee and providing administrative support.

4. Meetings. Upon approval of this agreement by the City Council, the committee shall meet within thirty calendar days thereafter to establish those duties and procedures as outlined in, but not limited to, Florida Statute 633.810, and as approved by the Fire Chief or his/her designee.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement, including Civil Service Rules and Regulations, except as exclusions are noted in other articles of this Agreement. The grieving party must state in writing the remedy sought to resolve the grievance.

Section 2. All grievances filed shall be submitted on the appropriate form (City form #9900-0061, IAFF Grievance Form), and shall refer to the specific Article and section of this Agreement or Civil Service Rules and Regulations upon which the grievance is based, and shall contain a concise written statement of the facts alleged to support the grievance, and shall be signed by the grievant or representative. A Grievant may be accompanied by a representative of the Union at any time during the Grievance Procedure. Newly hired probationary employees shall not have access to the Grievance Procedure for any matter of discipline (including discharge), assignments, scheduling, or access to training opportunities during the probationary period. Any grievance by a permanent employee relating to suspension or dismissal shall be initiated at Step 2.

A grievant is prohibited by law from filing an appeal with the Civil Service Board once a grievance is filed. This shall specifically include grievances relating to suspensions, demotions, and dismissals.

Grievances may be filed and processed by the Union except grievances of discipline that must be initiated by the disciplined employee.

As used in this Article, the term "employee" may also mean a group of employees having the same grievance. In such event, one employee shall be designated by the group of employees to act as a spokesperson and shall be responsible for processing the grievance. All employees in the group shall be identified, however only the spokesperson needs to sign the grievance.

For purposes of this Grievance Procedure, normal working hours shall be considered 8:00 a.m. to 5:00 p.m. and normal workdays shall be considered Monday through Friday, holidays excepted.

STEP 1

The grievant shall present his/her grievance in writing to his/her Assistant Chief or Fire Marshal within 10 work days after the grievant has knowledge or constructive knowledge of the occurrence of the action giving rise to the grievance. The Assistant Chief or Fire Marshal shall arrange for a meeting with the grievant within 10 work days of receipt of the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The Assistant Chief or Fire Marshal shall review the grievance and submit a decision in writing to the grievant within 10 work days from the date of the meeting. If the grievance is not resolved at Step 1, the grievance may be appealed to Step 2.

STEP 2

If the grievance is not settled at the first step, the grievant shall, within 10 work days of the date of written notification from the Assistant Chief or Fire Marshal, present the written grievance to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall obtain the facts concerning the alleged grievance and shall, within 10 work days following receipt of the written grievance, meet with the grievant. The Fire Chief or his/her designee shall review the grievance and notify the grievant of his/her decision in writing not later than 10 work days following the meeting day. If the grievance is not resolved at Step 2, the grievance may be appealed to Step 3.

STEP 3

If still unresolved, the grievance may be submitted to the City Manager or his/her designee within 10 work days of the date of written notification from the Fire Chief or his/her designee. At the request of the grievant, the City Manager or his/her designee shall meet with the grievant. The grievant must make this request to meet with the City Manager at the time of submission of the grievance to the City Manager or designee. If so requested, the City Manager or designee shall arrange a meeting with the grievant within 10 work days of the request. The City may determine who shall meet with the employee. Within 10 work days of the meeting, the City Manager or his/her designee shall notify the employee, in writing, of his/her decision.

If no meeting is requested by the grievant at the time of submission of the grievance to the City Manager or designee, the City Manager or designee shall notify the employee of his/her decision in writing within 10 work days of receipt of the grievance. If a grievance is not submitted to the City Manager or his/her designee, it shall be deemed to have been resolved at Step 2 to the grievant's satisfaction. The City shall notify the Union in writing of any change in the City Manager's designee for the receipt or hearing of grievances.

Section 3. In the event that the grievance is still unresolved, the matter may be submitted to final and binding arbitration as provided in this section.

A. Within 10 work days of the decision of the City Manager, the aggrieved party shall notify the City Manager of his/her intent to arbitrate. Concurrently, said party shall request from the Federal Mediation and Conciliation Service a list of seven names of qualified arbitrators. After the receipt of such a list, representatives of the parties shall meet and each party shall strike three names. A flip of the coin shall determine who shall strike the first name, and then the other party shall strike a name. The process shall then be repeated until one name remains and the remaining name shall be the arbitrator selected and notified of his/her selection as arbitrator. As promptly as can be arranged, the

arbitration hearing shall be held. Each party shall pay its own expense for its representative, counsel and witnesses. The charges of the arbitrator shall be shared equally by the City and the aggrieved party. The decision of the arbitrator shall be final and binding on both parties, except that either party may seek review as provided by law. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement.

B. Copies of the decision of the arbitrator made in accordance with the jurisdiction and authority of this Agreement shall be furnished to both parties within 30 calendar days from the close of the hearing or as otherwise agreed to by both parties.

Section 4. Formal Processing of Grievance Initiated By The City

Where any provision of this Agreement involves responsibility on the part of the Union which, in the view of the City, is not properly being carried out, the City may present the issue to the Union as a grievance. If such grievance cannot be resolved by discussion between the City and the unit representative on an informal basis, the grievance may be formally filed in writing by the City Manager or his/her designee by giving written notice to the business agent of the Union. Such notice shall indicate the provision(s) of the Agreement which the City contends is/are not properly being carried out by the Union. If not resolved within 10 work days following receipt by the Union of the written grievance, the City may submit the grievance to arbitration under the provisions of Section 3 of this Article.

Section 5. All of the time limits contained in this Article may be extended by mutual written consent of the parties.

Section 6. If an employee chooses to process his/her own grievance, the Union must be invited to attend any meeting where the resolution of the grievance may occur. FS 447.301(4)

ARTICLE 7
PERSONNEL PRACTICES

Section 1. Work Schedule

A. Hours and Days of Work: Shifts shall start at 8:00 A.M. each work day and end at 8:00 A.M. the following morning. Total: 24 hours. Coverage shall consist of three shifts: "A", "B", and "C", which will work in the following rotation (see sample monthly work schedule below):

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 work	2 off	3 work	4 off	5 work	6 off	7 off
8 off	9 off	10 work	11 off	12 work	13 off	14 work
15 off	16 off	17 off	18 off	19 work	20 off	21 work
22 off	23 work	24 off	25 off	26 off	27 off	28 work
29 off	30 work, etc.					

B. Inspection Division: Fire Inspectors will work in shifts of 8:00 A.M. to 4:30 P.M. and 7:30 A.M. to 4:00 P.M., Monday through Friday, with a 30-minute lunch break for each inspector. The Chief reserves the right to assign the necessary personnel to each shift which, in his/her judgment, provides for most effective departmental operations.

C. Kelly Days:

1. Employees will be awarded a Kelly Day after every 18 days worked. This means they will be scheduled to work 18 consecutive shift days and will be scheduled off the 19th scheduled shift day. This will result in a 53.0526 hour average work week.

2. Kelly Day rotations for each position will be determined by the Department. Individual employees' Kelly Day rotations will not be changed except when an employee changes job classification or shift. It is understood that when an employee changes job classification or shift, he/she will be assigned to the Kelly Day rotation for the position being filled. Employees may exchange Kelly Days in accordance with the procedures for exchanges of on-duty time as set forth in Article 7, Section 4 of this Agreement. A Kelly Day may be exchanged only one time between two employees, and once exchanged may not be exchanged again thereafter with another employee

3. When a Kelly Day occurs within a block of days that have been selected by an employee for vacation, the Kelly Day shall not be counted against the employee's vacation leave accrual balance and the vacation leave hours may be used toward a single vacation day request instead. The single vacation day in such case may be submitted during the vacation pick process after the two rounds of vacation "block" selections and before the selection of any "bonus" days, floating holidays, or sick leave incentive days. The single vacation day may also be submitted at any time during the year, subject to availability and the operational demands of the Department, in accordance with Article 8, Section 2, B. 7. of this Agreement.

Section 2. Assignments

A. New and existing employees may be reassigned for Light Duty, training, out-of-area deployments, or voluntary special project opportunities. Employees shall continue to be paid their standard biweekly pay during such assignments. All hours actually worked during such assignments shall be counted toward the calculation of overtime at the end of the established FLSA cycle in accordance with Article 7, Section 8, D.

B. Additional work hours assigned through the Mandatory list and Relief list for staffing of response units (seat pay), and for staffing of special events units, shall be paid at the overtime rate as defined in Article 9 Section 4. All other hours worked shall be compensated in accordance with the Federal Fair Labor Standards Act.

Section 3. Extra Pay Assignments

Department policy may require the scheduling of Extra Pay and/or mandatory Holdover assignments. The department shall attempt to equalize Extra Pay and mandatory Holdover to the extent practicable. The selection of certified and/or individuals who possess specialty qualification(s) may be required and shall be allowed. The Fire Chief shall determine the method(s) for administering Extra Pay and mandatory Holdover provided that methods used shall be in compliance with the requirements herein. Extra Pay and mandatory Holdover administration shall be coordinated at the Fire Assistant Chief level except as otherwise assigned by the Fire Chief or his/her designee.

Upon ratification of this agreement, the department shall have up to 90 days to implement the methodology for Extra Pay and mandatory Holdover administration contained herein. During the implementation period, all practices and procedures currently in effect shall be maintained.

Extra Pay work shall be defined as that time worked by an employee in addition to the employees regularly scheduled hours where the employee is assigned through the TeleStaff Sign-up list and Mandatory Holdover list for staffing of response units (seat pay; for staffing of special events units, and shall be compensated at the overtime rate as defined in Article 9 Section 4. All other hours worked shall be compensated in accordance with the Federal Fair Labor Standards Act.

A. Extra Pay Signup

1. Employees shall be responsible for signing up for Extra Pay eligibility on the specific days they elect to work Extra Pay. Employees may sign up to work only from 0800-2000; or only from 2000-0800; or both time periods. Employees may modify their sign-up to include a specific time-frame. Employees will only be considered for Extra Pay vacancies that span the time frame included in the sign-up. Sign-up access shall be available at each fire station, through the TeleStaff program.
2. Personnel may sign-up, or remove a sign-up, at any time prior to the filling of Extra Pay vacancies. The department may begin filling Extra Pay vacancies as the vacancies become known Extra Pay Vacancies in a three-shift work cycle ("Trick") may be filled anytime after the start of the three-shift work cycle that immediately precedes the work cycle where the vacancies exist.
3. Personnel shall be responsible for maintaining their Extra Pay contact numbers in a manner so that an employee can be contacted.

B. Extra Pay Credits

1. Employees shall be assigned credits hour for hour based on the Extra Pay hours worked in a regular shift assignment.
2. Employees who sign-up for Extra Pay and then refuse an Extra Pay offer when contacted between 07:00 and 08:00 hours on the morning where the Extra Pay vacancy occurs, shall be assigned credits equaling the number of hours of the Extra Pay vacancy. No credits shall be added for a refusal after 08:00 hours. No credits shall be added for refusal of shifts less than 12 hours. Inability to contact an employee who has signed up for Extra Pay shall not be cause for adding credits.
3. New employees shall be eligible for Extra Pay assignment after six months of continuous service. These employees shall be assigned a number of credits equal to the average accumulated by all employees in the same classification at that time.
4. Extra Pay credits shall not be carried over from year to year and shall be zeroed out effective January I of each year. Initial Extra Pay assignments at the start of each year shall be made on the basis of Department seniority among employees in the same classification. Should two or more employees have the same seniority they shall initially be arranged on the list alphabetically by last name.
5. The department shall maintain overtime credit lists as referenced in the various sections of this article. In addition, the department shall maintain a master Credits list to include all personnel from all shifts, which shall include all types of Extra Pay work. The credit lists shall be used to equalize Extra Pay to the best extent possible. All lists maintained by the

Department are maintained in the TeleStaff Program, which is available to all users.

6. shall be made available to the Union upon request.

C. Shift Extra Pay Selection Procedures

1. The Fire Assistant Chief shall be responsible for the assignment of on-duty personnel to provide adequate staffing according to the Department's minimum staffing requirements. Employee's who are on current promotion eligibility lists or who are placed on established "Acting" eligibility lists upon meeting the minimum qualifications and having been deemed qualified by the Department for the necessary classification shall be transferred, assigned laterally, or utilized in an Acting capacity prior to the scheduling of Extra Pay. However, if an employee has taken the most recent promotional exam for that position and not passed, they shall not be deemed as meeting qualifications. Employees shall be chosen who will result in the least amount of disruption to operations. The Department will attempt to equalize acting opportunities among eligible employees to the extent practicable. When the number of on-duty personnel is sufficient to provide coverage to meet the Department's minimum staffing requirements, no assignment of an individual to an Acting capacity shall occur if it will result in the necessity of Extra Pay.
2. When the Department determines that a operational vacancy requires Extra Pay, the Fire Assistant Chief shall initiate procedures to offer the Extra Pay assignment to personnel who are signed up for the that vacancy period. When the Extra Pay vacancy is filled greater than 12 hours prior to the start of the shift where the vacancy exists, Extra Pay offers shall be made in the following order:
   a. Qualified personnel who hold the same classification as the position necessitating the Extra Pay; sorted by least number of credits; then department seniority; then alphabetical order of surname.
   b. Qualified personnel who are deemed qualified to act either up or down in the position necessitating the Extra Pay; sorted by least number of credits; then department seniority; then alphabetically by last name.
3. If none of the employees who hold the same classification as the Extra Pay vacancy (paragraphs 2a, above) accept the Extra Pay offer, the Fire Assistant Chief shall have the option to fill that vacancy with on-duty personnel who are deemed qualified to act in that position, and then backfill the resulting vacancy. The Department shall not be obligated to fill the vacancy with an employee who signs-up after this option is implemented. Employees who have failed the most recent promotional exam for the position shall not be deemed qualified to act in that position.
4. When an Extra Pay vacancy occurs following 1700 hours on the previous shift (same shift-label as the vacancy); the Fire Assistant Chief shall be permitted to fill the Extra Pay at the level of classification of that vacancy from the off going shift.
5. When a vacancy occurs on short-notice and affects operations by placing apparatus below minimum staffing levels, the Fire Assistant Chief may fill the vacancy in the most expeditious manner available at that time, in the manner as close to the regular established procedures (in paragraph C.2. above) as possible.
6. If an employee cancels leave that had created a vacancy, the Extra Pay employees who were selected to fill that vacancy may be cancelled regardless of credits or seniority. There will be no credits assigned to employees who are cancelled.
7. Short-term Extra Pay vacancies created by travel between stations and other short duration events that occur at shift change will be filled by the employee from the previous shift that is in the position creating the vacancy. That employee may arrange for another employee to holdover, subject to approval by the applicable Fire Assistant Chief.

D. Mandatory Holdover Extra Pay

1. The Mandatory Holdover Extra Pay procedures will be utilized by the Department when vacancies cannot be staffed with Shift Extra Pay Selection procedures (Para C. above); however, Mandatory Holdover Extra pay shall not be applied until the shift before the Extra Pay vacancy will occur. Mandatory Holdover Extra Pay assignments will be rotated among all employees in accordance with the employee's respective job classification and shift. Employee names will be initially arranged at the first of each year on the Mandatory Extra Pay list by job classification in the order of least senior to most senior.
2. Mandatory Holdover Extra Pay assignments will not exceed 12 hours in duration. Start and end times will be determined by the Fire Assistant Chief. **3.** When the need to utilize Mandatory Holdover Extra Pay arises, the Fire Assistant Chief will first use the Mandatory Holdover Extra Pay list from the shift working the day previous to the Holdover Extra Pay vacancy. Employees shall be chosen from the same classification as the vacancy creating the Holdover. Exceptions to the same-classification clause may be made when a vacancy requires a specialty that cannot be fulfilled using same-classification.
4. The list will be utilized in descending order using the first employee in that classification that is qualified to fill the position creating the vacancy. Employees not present at shift change due to approved leave will be bypassed and their position on the list will remain the same.
5. An employee selected for Mandatory Holdover Extra Pay assignment will have the opportunity to arrange for a substitute to fill the assignment. The substitute must be approved by the applicable Fire Assistant Chief. The employee who was initially assigned Mandatory Holdover Extra Pay shall not be relieved of duty until approval for the substitution is issued by the Fire Assistant Chief. When an approved substitute fulfils the Mandatory Holdover Extra Pay assignment, the employee initially subject to the assignment will be moved to the bottom of the list and the position of the substitute employee will remain unchanged on the list.
6. An employee who will not be present at their next-shift start time due to scheduled approved leave will not be subject to assignment from the Mandatory Holdover Extra Pay list from the end of his/her last shift immediately preceding the leave, until the start of his/her first shift immediately following the leave, and the next applicable employee on the list will be selected instead. When an employee is bypassed for a Mandatory Holdover Extra Pay based on this exemption, they shall maintain their current position on the Mandatory Extra Pay list.
7. Failing all of the above, the Fire Assistant Chief will contact the Fire Division Chief to determine the appropriate course of action. Until the appropriate course of action is determined, apparatus will remain in service utilizing the employee who is currently in the position creating the vacancy.

E. Special Event Extra Pay

1. The Department will provide notification of Special Event Extra Pay opportunities to all members of the bargaining unit. Notification will include the type and location of the event, the anticipated start and end times of the event, the number of personnel, respective job classifications and specialties needed, and deadline to respond. Employees may signup, or remove a signup, for special event Extra Pay up to the point that the Extra Pay is assigned which may occur anytime after the published deadline.

2. The selection of certified and/or individuals who possess specialty qualification(s) may be required and shall be allowed. Special Event Extra Pay offers shall be made in the following order:
   a. Qualified personnel who hold the same classification as the position necessitating the Extra Pay sorted by least number of credits; then department seniority; then alphabetically by last name.
   b. Qualified personnel who are deemed qualified to act either up or down in the position necessitating the Extra Pay sorted by least number of credits; then department seniority; then alphabetically by last name. . However, if an employee has taken the most recent promotional exam for that position and not passed, they shall not be deemed as meeting qualifications.
3. If none of the employees who hold the same classification as the Extra Pay vacancy (paragraphs 2a, above) accept the Extra Pay offer, the Fire Assistant Chief shall have the option to fill the special event vacancy with on-duty personnel who are deemed qualified for that position, and then backfill the resulting shift vacancy.
4. Employees shall be assigned credits hour for hour based on the Extra Pay hours worked in a special event assignment. Credits shall be applied to the same credit "bucket" as shift Extra Pay credits.
5. When there are an insufficient number of employees available from the special event Extra Pay sign-up list, mandatory assignment may be utilized in accordance with the procedures described in paragraph D above. If the vacancies cannot be filled with personnel from the shift prior to the Special Event, the mandatory list for the shift on four-days off may be utilized subject to the provisions of paragraph D.
6. Employees who are signed up for a special event assignment and subsequently refuse that assignment will be assigned credits equaling the number of hours of the event refused.
7. New employees shall be eligible for special event Extra Pay after six months of continuous service. These employees shall be assigned a number of credits equal to the average accumulated by all employees in the same classification at that time.
8. Extra Pay credits shall not be carried over from year to year and shall be zeroed out effective January 1 of each year. Initial special event Extra Pay assignment each year shall be made on the basis of Department seniority among employees in the same classification.

F. Emergency Conditions Extra Pay

When the Fire Chief determines that a state of emergency does or may exist, including, but not limited to natural or manmade disaster, civil disturbance, or other situation necessitating increased staffing for operational effectiveness, the procedures listed above may be bypassed during the state of emergency and staffing will be established according to operational needs. However, compensation for Extra Pay assignments shall still be in effect.

Section 4. Exchange of Duty Time

Employees within the Department may exchange on-duty time upon the following conditions:

A. That the employee filling in be acceptable to the applicable Fire Assistant Chief prior to the change. With the approval of the applicable Fire Assistant Chief, Fire Medic Lieutenants and Acting Fire Medic Lieutenant - qualified Fire Lieutenants shall be permitted to exchange on-duty time.

B. That the employees desiring the exchange notify the company officer of the anticipated change not less than 24 hours prior to the start of the anticipated change unless such exchange arises under emergency situations.

C. That no employee may be allowed to exchange more than 120 hours per fiscal year. Each time an employee is permitted to allow another employee to work in his/her place in accordance with this exchange provision, the number of hours to be exchanged will be counted toward the established limit only for the employee who has been permitted to allow another employee to work in his/her place.

D. That the employee working the time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.

E. If the employee agreeing to loan or fill in time is sick or fails to appear for the exchange, his/her appropriate leave account or pay will be charged.

F. The employee agreeing to fill in for another member is obligated to remain on duty in the absence of the person with whom the exchange is made.

G. Notwithstanding any provision to the contrary above, the City shall not be required to allow an exchange if doing so would impose upon the City liability for any additional overtime compensation over what persons may otherwise be entitled to. Prior to discontinuing the exchange allowance for this reason the City shall notify the Union concerning the legal basis for the decision to do so.

H. Time exchange is subject to a one hour minimum and at one hour increments. Any premium of acting pay shall be in accordance with this Agreement and Departmental policy.

I. Kelly Days may be exchanged between bargaining unit members in the same job classification only. An exception to this restriction may be made if the employees involved and department management all agree to the exchange. Kelly Day exchanges shall not count towards the 120 hours allotted for swaps in a year.

J. Bargaining unit members on a Kelly Day shall not be counted towards the total allotted number of employees allowed off for any given day.

Section 5. Call-in/Holdover/Court Time

A. When an employee is called in to work less than 48 hours prior to the start of his/her regularly scheduled shift to perform the duties and responsibilities of an established Fire Department job classification, he/she will be paid a minimum of four hours at the overtime rate of pay. The City may require the employee to remain on duty for the duration of the four hour period or for as long as he/she

is needed, at the option of the City. The procedures outlined in Article 7, Section 3 of this agreement shall be used to fill positions when a call-in is necessary. All hours actually worked during such call-in shall be counted toward the calculation of overtime at the end of the established FLSA cycle in accordance with Article 7, Section 8, D of this Agreement.

B. When an employee is held over past the end of his/her regularly scheduled shift to perform the duties and responsibilities of an established Fire Department job classification, the time held over shall be paid at the overtime rate of pay and shall be counted as time worked toward the calculation of overtime at the end of the established FLSA cycle in accordance with Article 7, Section 8, D of this Agreement. The City may require the employee to remain on duty until a relief employee arrives, in order to maintain staffing levels when the absence of such employee or employees would result in the removal of a unit or units from service. The holdover provision above will be utilized only until the position can be filled by use of the overtime procedures outlined in Article 7, Section 3 of this Agreement.

C. Any employee whose appearance is required in Circuit Court or County Court as the result of a matter arising out of the course of his/her employment, shall receive a minimum of two hours pay if such attendance is during the employee's off-duty hours. This time will be paid at the regular rate of pay and will be counted as hours worked toward the calculation of overtime. This same provision shall also apply when the employee is subpoenaed to appear at the State Attorney's Office, Public Defender's Office, or a private attorney's office, in a criminal case arising from the employee's course of employment. However, this provision shall not apply when an employee or the Union has brought an action against the City or any City official.

D. Leave with pay will be granted for those hours spent by an employee on jury duty that fall during the employee's scheduled work hours only. The employee will notify his/her Fire Assistant Chief immediately upon learning of selection for jury duty. Scheduled work hours that the employee is released from work with pay for jury duty shall not count as hours worked for the purpose of determining overtime. The employee may be required to provide evidence of jury duty service in order to receive compensation for such hours.

E. Employees who participate in meetings or on committees at the request of the City shall have all such time counted as hours worked and shall be paid at their regular rate of pay. The holdover and call-in provisions as outlined in this Section shall not apply to time spent participating in meetings or on City committees.

Section 6. Daylight Savings Time

All bargaining unit members on the regularly scheduled shift in the Fall that as a result of Daylight Saving Time actually work (sweat) twenty-five hours shall receive their standard biweekly rate of pay plus one additional hour in the affected pay period. The additional hour actually worked shall be counted towards the calculation of Overtime at the end of the respective FLSA cycle.

All bargaining unit members on the regularly scheduled shift in the Spring that as a result of Daylight Saving Time actually work (sweat) twenty three hours shall receive their standard biweekly rate of pay in the affected pay period. The additional hour not actually worked shall count as hours actually worked and shall be counted towards the calculation of Overtime at the end of the respective FLSA cycle.

Vacation, Floating Holiday, and Sick Leave days used on the affected days shall count as 24 hours (if the entire shift is used) in either of the above instances. Exchanges of on-duty time (swaps) on the affected days shall be treated in accordance with Section 4 of this Article. As such, the regularly scheduled employee shall be entitled to credit for the additional hour in the Fall.

Section 7. State EOC/FEMA Initiated Emergency Deployment

It is understood that the Department may deploy personnel to render aid and assistance to other jurisdictions in accordance with State EOC and or FEMA initiatives. No bargaining unit employee will be involuntarily assigned to deploy under this paragraph. Such deployments shall not be subject to the call-in provisions as outlined in Section 5 of this Article. Employees subject to such deployments shall not suffer a loss of any regular pay the employee would otherwise have received if not dispatched as a result of the assignment. However, any pay above and beyond the employee's regular pay shall be based upon and subject to Section 2 of this Article and the reimbursing agency guidelines. Where such guidelines are available, they shall be provided to the employees at the time of assignment.

Employees who are deployed in accordance with the provisions above shall be eligible for any applicable insurance, including Workers Compensation, to the extent provided by the plan terms or applicable law for the duration of such deployment.

Section 8. Pay Plan Administration

A. Promotions:

1. Upon promotion from one classification to a higher level classification, an employee shall be placed into the step number in the higher level classification which is the same as the step number to which he/she is assigned in his/her current classification (for example, a Step 6 Firefighter would be promoted into Step 6 of the Fire Medic range or a Step 5 Fire Medic would be promoted into Step 5 of the Fire Lieutenant range. Any portion of the promotional increase which, when annualized, exceeds the established pay range maximum shall be paid as a one time lump sum bonus payment, and such employee's base rate of pay shall be adjusted to the pay range maximum. Under no circumstances will the employee's promotional base rate of pay exceed the established pay range maximum.

2. A higher level classification shall be deemed to be one having a higher maximum rate of pay. A promoted employee shall maintain his/her existing annual performance review date for the purpose of determining eligibility for subsequent annual performance reviews.

B. Demotions:

1. An employee who is demoted voluntarily, for lack of work occasioned by consolidation of a municipal function by another governmental agency, for lack of work generally, for lack of funds, or for other causes beyond his/her control, shall be placed into the step number in the lower level classification which is the same as the step number to which he/she is assigned in his/her current classification (for example, a Step 6 Fire Medic would be demoted into Step 6 of the Firefighter range or a Step 5 Fire Lieutenant would be demoted into Step 5 of the Firefighter/Driver-Operator range).

   An employee may be allowed, with the prior approval of the Fire Chief, to demote only to a lower level classification for which a position vacancy exists and for which the employee meets the minimum eligibility requirements at the time of demotion. A demoted employee shall maintain his/her existing annual performance review date for the purpose of determining eligibility for subsequent annual performance reviews. A demotion shall be defined as any change of an employee from a position in one class to a position in a class of a lower level. A lower level classification shall be deemed to be one having a lower maximum rate of pay. For non-voluntary,

non-disciplinary demotions, such employee shall be placed at the head of the reemployment list for the class from which he/she was demoted.

2. An employee who is appointed from layoff from the reemployment list to a position in the department in which he/she previously served shall be paid at the step in the pay range which is equivalent to the step he/she was receiving when he/she was separated and shall be eligible for advancement to the next step when he/she shall have been re-employed a sufficient number of days to make up the number of days he/she lacked for eligibility at the time of separation. An employee who is appointed from the reemployment list to his/her previous higher level classification after having taken a non-voluntary, non-disciplinary demotion shall be placed into the corresponding step in the higher level classification that is the same as the step number to which he/she is assigned in the current classification and shall maintain his/her annual review date for the purpose of determining eligibility for subsequent annual performance reviews.

3. An employee who is appointed from the reemployment list to a position in another department than that in which he/she was previously employed may be paid at the same step or rate of pay in the pay range as that which he/she was being paid when separated, or any step or rate of pay within the range which is not above the step or rate of pay at which he/she was previously paid.

C. Acting Pay

1. Acting pay shall be provided to any employee who is assigned in an acting capacity to a position in a class of a higher level for a minimum of four hours. An employee shall be deemed qualified and shall be required to act in a higher level classification if he/she is on the existing eligibility list, or if he/she is placed on an established "Acting" eligibility list upon being determined, after agreeing to participate in a process to be conducted by the Department, to meet guidelines established by the Department for the higher level classification. The Fire Assistant Chief shall fill Acting assignments when the Department is at or above minimum staffing levels by choosing employees who will result in the least amount of disruption to operations and in accordance with Article 7, Section 3, C.

2. Acting Pay shall be 5% above the employee's current base rate of pay.

3. Acting Pay Removal

Acting pay shall cease to be paid to a bargaining unit member when:

The employee is reassigned, transferred, demoted or promoted to any position not involving the performance of the acting function, or the acting position is removed by the Department or other appropriate authority pursuant to provisions of the collective bargaining Agreement. Acting pay terminates at the time of the job function change or at the time of the formal assignment removal.

Any employee who has elected to be included on the established "Acting" eligibility list may, with 30 days notice, be voluntarily removed from the list. The Department at its discretion may at any time remove an employee from the "Acting" eligibility list. The Department will provide the employee with the reason for removal from the list. Those Paramedic certified employees who are assigned to the non-Paramedic classifications of Firefighter and Firefighter/Driver-Operator, and who elect to voluntarily be removed from the "Acting" eligibility list and no longer be eligible for a Paramedic certification pay differential, shall not be permitted to request reinstatement to the

established "Acting" eligibility list for a period of six months from the time they are removed from the list.

4. Acting Eligibility List Shortages

In the event the Department determines that an insufficient number of employees are willing or qualified to serve in an Acting capacity for a given job classification, the Union agrees to discuss and, if necessary, negotiate changes or impacts as required by law. This includes but is not limited to changes such as qualification requirements for classifications and promotion, modification of external hiring and employment criteria, modification or elimination of job classifications, or changes to Acting requirements.

D. Fair Labor Standards, Section 7(k) Exemption

1. The City of Clearwater Fire Department, pursuant to the Fair Labor Standards Section 7(k) exemption, has established a 27-day work cycle for employees in the bargaining unit who work a 106 hours average biweekly schedule.

2. All employees in the bargaining unit with the exception of Fire inspection personnel shall be paid overtime only for all regular hours actually worked in excess of 204 hours during the designated 27-day work cycle. Fire inspection personnel assigned to a 40-hour weekly schedule shall be eligible for overtime for all hours actually worked in excess of 40 hours per work week.

Section 9. Promotional Process

A. Promotional evaluation announcements will be posted in each station at least 30 days prior to the filing deadline.

B. Each announcement of a promotional evaluation shall state:

1. The title of the class for which the eligibility list is to be created.

2. The nature of the work to be performed.

3. The minimum qualifications which may be required for admission to the evaluation process.

4. The general scope of the evaluation process to be used.

C. Eligibility for promotional evaluation processes may be restricted to persons employed in designated lower classes and/or in designated organizational units.

D. Disqualification of Applicants

The Human Resources Director, on behalf of the City, may reject the application of any person for admission to any evaluation process or refuse to evaluate any applicant or to certify the name of an eligible for appointment if, in his/her opinion, it is found:

1. That the applicant fails to meet the established qualification requirements for the classification.

2. That the application was not filed on or before the closing date for receipt of applications specified in the public announcement.

3. That the applicant has made an intentional false statement as to any material fact, has practiced or attempted to practice deception or fraud in his/her application or in securing eligibility or appointment. This provision shall be interpreted to include the use of any other than the applicant's legal name in making application.

4. That the applicant has a record of previous unsatisfactory service in City employment or elsewhere for the past two years of such a nature as to demonstrate unsuitability for employment in a position of the class for which he/she is applying.

5. That the applicant fails to meet standards for the position that are required by State and/or Federal law or applicable rules under such laws.

6. Any person who, by order of the Human Resources Director, is denied permission to compete in any promotional evaluation process or whose eligibility is canceled under the provisions of this section may make a written appeal to the City Manager for a final decision.

E. Scope and Character of Evaluation Processes

1. Provisions applying to promotional evaluation processes:

   a) All promotional evaluation processes shall be competitive.

   b) All evaluation processes shall be of such character as to fairly determine the qualifications, fitness and ability of applicants to perform the duties of the classification to which appointment is to be made.

   c) Evaluation processes may be written, oral, physical or performance, or a combination of these types. They may take into consideration such factors (including experience, education, aptitude, capacity, knowledge, character, physical fitness, and other qualifications) as, in the judgment of the Human Resources Director, enter into the determination of the relative fitness of the applicants and may include inquiry into the moral character, or any other pertinent quality or attribute of the applicant.

   d) Evaluation processes shall include established criteria for determining a passing grade, score, or mark.

F. Notification of Results

Each candidate shall be notified in writing of his/her name being placed on the eligible list or his/her failure to attain a place on the list. Any candidate may, within 15 calendar days following the mailing date of his/her notice of results, request permission from the Human Resources Department to review his/her evaluation results, and will be given reasonable opportunity to do so, provided the test is not proprietary. If the test is proprietary, then a summary of his/her results shall be furnished to the applicant upon request, provided such request is made in writing within 15 days after the last section of the examination is

administered and the summary is made available by the vendor. Any costs associated with the summary shall be paid one-half by the employee and one-half by the Fire Department.

G. Appeals from Ratings

1. Any candidate who fails to attain status on an eligibility list may, within 15 calendar days from the date of notification of such, notify the Human Resources Director in writing that error, other than error of judgment, exists. The Human Resources Director shall thereupon conduct a review. If upon review, errors other than error of judgment, are found, such errors shall be corrected. In the event such review discloses error affecting other candidates, the other candidates shall also be corrected.

2. An error correction may cause names to be added or subtracted from the eligibility list, however no change made in the ratings of any candidate shall be deemed to invalidate or in any way affect any certification or appointment previously made.

Section 10. Open and Promotional Eligibility Lists

All employees deemed eligible through the evaluation process shall be placed on the appropriate eligibility list for a period of two years from the date of placement on and establishing of such list by the Human Resources Department. The individual dates of initial eligibility shall appear next to the candidates' names and may differ when concurrent eligibility lists exist.

The names of all persons who may be lawfully appointed and who have achieved a passing score on the evaluation process shall be placed on the appropriate eligibility list in the order of their final score without regard to the time of their test. The names of two or more eligibles having the same final score will be arranged in alphabetical order.

Section 11. Appointments

A. In certifying from an external eligibility list for entry hire positions, the Human Resources Department shall certify an open list of all candidates achieving a passing score on the evaluation process. In certifying from an internal eligibility list for the filling of a promotional vacancy, the Human Resources Department shall certify the names of the candidates in the top five score groups at the time of the certification. Selection from an open or promotional list shall be at the sole discretion of the Fire Chief. Selection criteria shall be developed and may include such factors as seniority, experience, education, aptitude, capacity, knowledge, character, physical fitness, and other qualifications.

B. Selection criteria shall be announced at least 30 days prior to the selection process.

C. Selection processes shall be competitive; shall be of such character as to fairly determine the qualifications, fitness, and ability of applicants to perform the duties of the classification to which appointment is to be made; may be written, oral, physical, performance, or a combination of these types; shall include criteria to determine the relative fitness of applicants; and shall not include questions or evaluations framed to be discriminatory in nature. When skills and qualifications are substantially equal, seniority shall prevail in selection determinations for positions within the bargaining unit.

D. The Department shall counsel with any eligible employee who is not selected for promotion upon the written request of the employee. Such counseling shall include an explanation and written summary of the selection criteria whereby improvement may make the employee not selected better qualified.

Section 12. Probation

A. A newly hired employee or an employee promoted from a class outside the bargaining unit to a class within the bargaining unit shall serve a probationary period of 12 months of active service during which he/she shall have the opportunity to demonstrate to the satisfaction of the Fire Chief his/her suitability for the job. In the event the employee is, for any reason, absent from duty for any reason other than floating holidays or on light duty for an accumulated period equal to two weeks scheduled work hours or more, then all such time shall be added to the probationary period.

B. A newly hired employee who, during the probationary period, does not demonstrate suitability for the class, as determined by the Fire Chief, shall be notified in writing of the reason(s) and shall be terminated. An employee promoted from a class outside the bargaining unit to a class within the bargaining unit who, during the probationary period, does not demonstrate suitability for the class as determined by the Fire Chief, shall be returned to his/her position held prior to the promotion or to another position at the same or lower level for which the employee is determined to be qualified, provided there is no cause for dismissal. An employee shall not have access to the grievance procedure regarding the termination during probation.

C. An employee promoted from a class within the bargaining unit to a class within the bargaining unit shall serve a probationary period of six months of active service during which he/she shall have the opportunity to demonstrate to the satisfaction of the Fire Chief his/her suitability for the job. In the event the employee is absent from duty for any reason other than scheduled leave or on light duty for an accumulated period equal to one week scheduled work hours or more, then all such time shall be added to and thereby extend the probationary period.

D. An employee promoted from a class within the bargaining unit to a class within the bargaining unit who, during the probationary period, does not demonstrate suitability for the class, as determined by the Fire Chief, shall be notified in writing and shall be demoted to his/her former classification. A promoted employee serving a probationary period within the bargaining unit shall not be entitled to appeal his/her non-successful probationary period and his/her return to his/her former position.

Section 13. Light Duty

Light duty shall be defined as those activities which an employee can perform which do not require any type of physical activity which may aggravate an existing injury. An employee must be released by the treating physician for light duty and must have approval from Risk Management and the Fire Chief. Employees on either a job-related or non-job-related injury, illness or other medical condition may be assigned to light duty.

53-hour weekly schedule employees placed on light duty shall continue to be paid their standard biweekly pay in accordance with Article 7, Section 2. All hours actually worked while in a light duty status shall be counted toward overtime at the end of the FLSA cycle in accordance with Article 7, Section 8., D. Employees who are authorized time off while assigned to light duty shall have the number of hours equivalent

to the time off deducted from the applicable leave balance. Medical appointments, approved by the Risk Management Department, related to a line of duty injury shall not be deducted from the applicable leave balance. Employees injured on duty who are approved for light duty shall continue to receive Special Teams pay if applicable. For off duty injuries, Special Teams pay shall cease after 90 calendar days of assignment to light duty.

40-hour weekly schedule employees shall maintain their 40-hour schedule while on light duty.

All employees on light duty shall have their medical status reviewed periodically as directed by the City to determine whether maximum medical improvement has been achieved and/or the employee is fit to return to full duty. If needed, the City may require a second medical evaluation; and if so required, this shall be done at the City's expense. Light-duty assignments may be limited in number and scope at the sole discretion of the Fire Chief.

Section 14. Line-of-Duty Injury Pay

The City hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following definitions, terms and conditions.

A. Line-of-duty compensation shall be payable under this section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.

B. An injury shall be deemed to have been incurred in the line-of-duty if and only if such injury is compensable under the Florida Workers' Compensation Law.

C. The amount of line-of-duty compensation paid shall be the amount required to supplement funds received from the Florida Workers' Compensation Law and any other disability or other income plan provided by the City, either by law or by agreement, to the point where the sum of the line-of-duty supplement herein provided and all other payments herein described equal the employee's regular rate of pay at the time of the injury.

D. No line-of-duty compensation under this section shall be allowed for the first seven calendar days of disability (except as provided below); provided, however, that if the injury results in disability of more than 21 calendar days, compensation shall be paid from the commencement of the disability. (It is understood that this paragraph is so stated to be in compliance with current workers' compensation law. Changes in workers' compensation law will modify this paragraph accordingly.)

E. The term disability as used in this section means incapacity because of the line-of-duty injury to earn in the same or any other employment the wages which the employee was receiving at the time of injury.

F. It is the intent of this section to provide supplemental compensation for line-of-duty injuries only, and this section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of the terms of this section, then the decisions concerning definition of those terms issued under the Florida Workers' Compensation Law shall control.

G. The City will provide line-of-duty compensation in the amount necessary to supplement funds received from the Florida Workers Compensation Law in order to equal the employee's regular rate of pay with no

charge to the employee's accrued paid leave. When an employee with less than three (3) years of service is injured on the job to the extent that such employee misses scheduled work time. The maximum period for which payment may be made under this section shall be 90 calendar days from the date of injury for each injury during the first year of employment, 60 calendar days during the second year of employment, and 30 calendar days during the third year of employment.

H. Line-of-duty injury pay will be provided from the first day of injury for those defined in (G) above; however, the amount paid shall be only that amount required to supplement funds received by the employee from the Florida Workers' Compensation Law and any other disability or other income plans provided by the City, to the point where the sum of all payments is equal to the employee's regular base pay rate at the time of injury. At such time as the employee receives his/her initial workers' compensation payment, the City shall approximate the differential needed to equal the employee's base pay and shall provide such line-of-duty injury pay to equal the employee's regular base pay rate at the time of injury. Any adjustment to the City's line-of-duty injury pay under this policy will be made following the employee's return to work or at the expiration of the period for which line-of-duty injury pay is provided.

I. Line-of-duty pay shall not be provided from the first day of injury to any employee after the third year of employment. Following the time limits prescribed for the provision of line of duty compensation in paragraph (G) above, employees shall be required to utilize accrued paid leave time to supplement funds received from the Florida Workers Compensation Law in order to maintain a paid status. Employee shall be permitted to utilize accrued paid leave time only in the amount necessary to supplement funds received from the Florida Workers Compensation Law in order to equal the employee's regular rate of pay at the time of the injury.

J. It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under the Workers' Compensation Laws or the requirements of the City's workers' compensation insurance carrier. Should any language of this Agreement conflict with provisions of the Workers' Compensation Law, the provisions of the Law shall prevail. An employee may choose his/her approved Workers' Compensation treating physician if prior approval is obtained through the Risk Management Division.

K. If an employee is killed in the line of duty, the City shall pay to the spouse, or if there is no surviving spouse, the estate, of such deceased employee his/her accumulated severance pay. Within 48 hours of the death of the employee, the City shall deliver to the spouse or surviving children or the employee's dependent beneficiary a check for the sum of one month's current salary of the employee.

L. Upon return from working a fire, the employee may request a physical examination by the City physician to ensure the employee is stable and capable of returning to work. This right may be rescinded on an individual basis if repeatedly abused. The City shall have the right to require the employee undergo a physical examination by a physician of its choice prior to receiving or continuing to receive compensation under this Section.

M. Failure to immediately report a line-of-duty injury to the employee's immediate supervisor or to the Risk Management Division within 24 hours of the time of occurrence of the injury, shall result in a loss of all line-of-duty pay under this Article unless such failure to report was: (a) caused solely by and as a direct result of the employee's injuries or (b) resulted from the occurrence of an event over which the employee had no control in the opinion of the City Manager.

Section 15. EMS Classifications

A. The paramedic classifications of Fire Medic and Fire Medic Lieutenant are employees within the City's Fire Department who are appointed by the Department to perform emergency medical services in an emergency medical services program and who have successfully completed and passed a Paramedic training program recognized by the Department and approved by Florida Statute and the Pinellas County Medical Director's office. A Fire Medic is a classification which is responsible for maintaining EMS equipment and performing emergency medical services on an ALS Unit in the area of medical procedures and patient care in addition to any assigned fire suppression duties.

B. The City retains the right to hire qualified external applicants into the Fire Medic job classification, or to offer promotional opportunities to qualified existing bargaining unit or other City personnel. Should the City cease to operate emergency medical services, those employees classified as Fire Medic or Fire Medic Lieutenant shall continue to be employed by the City on the same basis as any other employee in the bargaining unit, provided that employees who are demoted shall have their compensation fixed at the same step in the respective range as that which they are assigned in their classification prior to demotion.

C. EMS Status

1. All Fire and Rescue Department employees shall be required as a condition of employment to possess and maintain the appropriate EMS certifications in accordance with their respective job description. It shall be each individual employee's responsibility to ensure that all requirements are met to maintain the active status of his/her respective applicable required EMS certification. The Department shall provide opportunities for employees to meet such requirements during work hours, but employees who are unable to take advantage of such opportunities due to absence or operational demands shall not be required to make arrangements for attending to the requirements on their own.

   The following bargaining unit members shall be exempt from the above requirement to possess and maintain the applicable EMS certifications:
   Jones, Michael

   Employees assigned through initial hire or promotion to the classifications of Fire Medic and Fire Medic Lieutenant are required to maintain the appropriate Paramedic certifications as determined by the Department as a condition of continued employment. Depending on the staffing level of Department Paramedic positions and the availability of vacancies in non-Paramedic positions, Fire Medics and Fire Medic Lieutenants may be permitted to voluntarily demote to non-Paramedic positions for which they are determined by the Department to be qualified, with the corresponding reduction in pay in accordance with Article 7, Section 8. Approval of such demotions shall be at the sole discretion of the Fire Chief. If voluntary demotion is not approved by the Fire Chief and there is no other vacant position in the City for which such an employee is deemed by the City to be qualified, the employee may be subject to applicable provisions of the City's policies and procedures, including involuntary demotion or layoff. The City reserves the right to hire into the classification of Fire Medic new employees who possess the appropriate Paramedic certifications, and to require that such certifications be maintained as a condition of continued employment.

2. Employees who have their required EMS certifications revoked by the State of Florida or the Office of the Pinellas County Medical Director, and who appeal the action within the established timeframe through the appropriate administrative procedure, shall be maintained as employees in the Clearwater Fire and Rescue Department until a Final Order is rendered by the Division of Administrative Hearings. Said date shall

not include any further appellate proceedings by the employee. Such employees who do not take advantage of this appeal procedure, or who do not have their EMS certifications fully reinstated through this procedure, shall be required to find alternate employment within the City or shall be subject to layoff 30 days from the date of the Final Order of the Division of Administrative Hearings, not including any further appellate proceedings by the employee, and shall be placed on the reemployment list for a period of one year from the date of the layoff. The Fire Chief shall have the discretion to not institute layoff based on individual circumstances, and such decisions shall be considered by the parties to be non-precedent setting. The actions of the City pursuant to this Paragraph shall not be subject to the grievance and arbitration/appeal procedure under this Agreement or under the Civil Service Rules.

3. The Fire Department and all bargaining unit members shall comply with Florida Statutes and the Pinellas County EMS Rules and Regulations regarding Quality Assurance and ACLS and BTLS certification. The decisions of the County Medical Director in such matters shall not be subject to the City grievance procedure but shall be addressed through the appropriate appeals procedure.

4. The demotion of an employee required to possess an EMS certification shall not be subject to the contractual grievance procedure or Civil Service appeal procedure when the demotion or removal of pay is based upon loss of EMS certification due to action taken by the office of the Medical Director of Pinellas County or by the State of Florida.

5. The demotion of an employee required to perform EMS services or the removal of Paramedic certification pay shall be subject to the contractual grievance procedure or the Civil Service appeal procedure only if such demotion or removal of pay is the result of a disciplinary action not related to the above referenced loss of EMS certification.

6. The Arbitrator shall not have the power to substitute his/her judgment for that of the Department, the Medical Director, or the State of Florida with whom EMS personnel work in relation to performance of employees to the standards of excellence desired by the City, the Medical Director, or the State of Florida.

D. The parties agree that Fire Medics and Fire Medic Lieutenants are healthcare professionals but shall not be considered "professional" employees within the meaning of the Florida Public Employees Relations Act.

E. If the application of this Article, or any part thereof, whether or not relating to pay, is superseded by action of a superior governmental agency, then the City will be absolved of complying with this Agreement to the extent of the conflict.

Section 16. Firefighter/Driver-Operator

A. Classification

The classification of Firefighter/Driver-Operator shall be for those employees within the Fire Department who are the drivers and operators of the following type vehicles: Fire Engines, Aerial Apparatus (including operation of the tiller), and Squad.

B. Appointments

All Firefighter/Driver-Operator positions shall be filled by a competitive eligibility and selection process. All employees who successfully complete the eligibility determination process shall be eligible for consideration in the selection process. The minimum qualifications shall be in accordance with the respective City job description

C. Wages

All employees shall receive pay in accordance with Appendix A.

Section 17. Work Rules and Prevailing Rights

A. It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to all those listed within the current job descriptions which are, in the judgment of the City, related to the purposes of the Fire Department, which judgment shall not be arbitrary, capricious or unreasonable.

B. Any Fire Department Rule or Regulation in conflict with this Agreement shall be of no force and effect.

C. Prior to the implementation of any changes in the existing Fire Department Rules and Regulations, the Fire Chief must provide twenty calendar days notice for the Union to identify any bargaining as required in accordance with Florida Statutes, Chapter 447. If requested by the Union, the change will be referred to the next Labor/Management Committee meeting, which shall be scheduled within 14 calendar days to meet and discuss such change. If the Union provides no response, the rule will be implemented after the initial twenty day notice unless the time is extended by the Chief. The issue of whether such change conflicts with this Agreement shall be subject to the grievance procedure contained herein. The time for filing said grievance shall commence on the date the rule is implemented.

D. All rights and working conditions, enjoyed throughout the Department by the employees at the present time 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 or capricious manner; provided that nothing contained herein shall limit the City's rights under Paragraphs A, B and C of this Section or as expressly provided elsewhere in this contract or by law.

Section 18. Subcontracting

During the term of this Agreement, the City shall not subcontract out to private concerns any fire suppression, Emergency Medical Service and rescue services of the Department. Any action of the state of Florida or Pinellas County to assume control of any basic fire suppression, Emergency Medical Service or rescue services shall not be deemed subcontracting.

Section 19. Indemnification

The City agrees to defend any employee when the employee is sued on any claim arising out of his/her employment with the City and acting within the scope of his/her duties. The employee agrees to cooperate in his/her defense.

The City also agrees to pay any judgment rendered against an employee for acts committed when the employee is acting within the scope of his/her City employment, provided that the employee did not act intentionally, with malice, or with gross negligence.

Section 20. Sports

Participation in sporting activities while on duty shall be permitted in accordance with Fire Department SOP/SDP.

Section 21. Lawn Maintenance

Employees covered by the contract shall not be required to perform lawn maintenance at the fire stations.

Section 22. Physical Examination

A. Employees covered by this labor agreement shall be required to undergo an annual physical examination during their month of hire each year after the year of hire.

B. The employer shall bear the cost of each examination. Additionally, 53 hour schedule employees shall be provided an allowance for attending the physical during off-duty hours. The City agrees 40 hour schedule employees may attend their physical during on-duty hours with no loss of pay. The results of these physicals shall be made available to the City and to each employee upon completion of the physical and shall be maintained as confidential medical records in accordance with law. The Department shall post the name and phone number of the facility where the physical shall be administered. Physicals shall include but not necessarily be limited to the following:

1. 12 Lead EKG – (Stress, where indicated and at discretion of examining physician).
2. SMA Profile 12 (liver, blood sugar, etc.)
3. Chest X-Ray
4. Complete Blood Count
5. Urinalysis
6. Rectal Cancer Exam (optional for employee)
7. Doctor's Physical (eyesight, reflexes, hearing, throat, etc.)
8. Breast/Cervical Cancer Exam (Females – optional for employee)
9. Audiometric Evaluation
10. Spirometry (Pulmonary Function)
11. Titers for Hepatitis A and B

C. The City agrees to pay all expenses for inoculation or immunization shots for employees and members of an employee's family residing in his/her household when such becomes necessary as a result of said employee's exposure to contagious disease where said employee had been exposed to said disease in the

line of duty; provided that the employee first makes all reasonable efforts to have this service performed at no cost by the County Health Department. The City further agrees to reimburse the co-pay cost for any preventive inoculation or immunization shots an employee may receive from his/her City primary care physician.

D. The parties agree that the physical condition of the employee is of great concern to the employee and to the City. All employees whose physical fitness or medical status is deemed deficient in some manner as a result of the physical examination shall be advised by the Department and shall be encouraged to undertake a fitness rehabilitation program in an effort to improve their physical fitness and health.

The City shall provide free access for all bargaining unit members to any City recreational facility. Additional fees for programs conducted at such facilities shall be borne by the employee. It is understood by all parties that the decision whether to use such facilities is entirely voluntary on the part of the bargaining unit members, and time spent using such facilities shall neither be paid nor will any accidents or injuries incurred while utilizing such facilities be compensable under workers compensation.

E. The City agrees to contract with a licensed physician who shall be selected by the City and agreed to by the Union to act as a Department Physician whose duties shall be to advise the employees and the department in matters concerning the health of the employees.

F. The City and Union agree that based upon a mutual agreement of the parties, this Article may be reopened for the purpose of negotiating a Wellness provision only. If the Article is reopened for such purpose and the parties are not able to reach an agreement, the item shall not be subject to the impasse procedure and the Article shall remain status quo in whole and part.

Section 23. Residency Requirement

All bargaining unit members who commenced employment in the Fire Department on or after December 15, 1985, shall be required to maintain residence within the geographical boundaries of Pinellas, Hillsborough, Pasco, Manatee, and Hernando Counties. This requirement shall continue during their tenure in any position within the fire service of the City of Clearwater.

Section 24. Tobacco Product Usage

No smoking or use of tobacco on or off the job shall be permitted for any bargaining unit member hired in the Fire Department on or after December 15, 1985, as a condition of employment and their continued employment within the fire service. In addition, all bargaining unit members will comply with the City's Tobacco Usage Policy. Violation of this provision shall be deemed just cause of disciplinary action by the City, up to and including dismissal.

Section 25. Station Assignments

The Fire Chief will pursue development of an administrative policy that creates a station transfer system which meets the Department's operational needs and considers bargaining unit members' seniority, and will meet and consult with the Union in that development.

ARTICLE 8
LEAVES OF ABSENCE

Section 1. Holidays

A. The following holidays shall be observed:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Holiday pay for the above listed holidays will be paid at the employee's current base rate of pay for the number of hours equaling 10% of the biweekly schedule, except that the following three special holidays will be compensated at the employee's current base rate of pay for the number of hours equaling 15% of the biweekly schedule:

Christmas Day, Thanksgiving Day, and New Year's Day.

40-hour per week schedule fire inspection personnel shall not work on designated holidays unless directed to do so by the Fire Marshal or his/her designee. Fire prevention inspection personnel who are required to work on a designated holiday shall receive time-and-one-half their regular pay for all hours actually worked or 4 hours minimum, whichever is greater, on the holiday in addition to the holiday pay described above. When a City-observed holiday falls on a Saturday, the preceding Friday shall be the designated holiday for fire prevention inspection personnel. When a City-observed holiday falls on a Sunday, the following Monday shall be the designated holiday for fire prevention inspection personnel. Designated holidays which fall on a fire prevention inspection employee's regularly scheduled work day shall count as hours actually worked for the purpose of calculating overtime.

B. In addition to the holidays listed in Section 1, each employee may receive up to four additional "floating holidays". Floating holidays shall be awarded at the beginning of each calendar year, subject to the restrictions below. For such floating holidays the employee shall receive his/her regular rate of pay for such day if he/she does not work that day, but shall not receive additional compensation. Any day for which an employee is not scheduled to work may not be designated as a floating holiday. Floating holidays shall be subject to the following requirements and conditions:

1. No employee may utilize floating holidays until 30 calendar days after the date of hire.

2. Any person employed between January 1 and March 31 shall receive 100% of floating holidays to be utilized during the year of hire; any person employed between April 1 and June 30 shall receive 75% of floating holidays to be utilized during the year of hire; any person employed between July 1 and September 30 shall receive 50% of floating holidays to be utilized during the year of hire; and any persons employed between October 1 and October 31 shall receive 25% of floating holiday to be utilized during the year of hire. Persons employed after October 31 shall not be eligible for any floating holidays during the year of hire.

3. Floating holidays may not be carried over from one calendar year to another calendar year and if not taken are forfeited except as provided in Paragraph D of this Section.

4. After the year of hire, employees shall receive four "floating holidays" each calendar year.

5. Upon an employee's separation from the City, the employee may receive a lump sum payment for any remaining floating holiday balance per Paragraph D of this Section, or the remaining floating holiday balance may be used to advance the employee's date of retirement.

C. Floating holidays will be selected in reverse seniority after all vacation days and longevity days have been scheduled. It is not necessary for an employee to schedule his/her floating holidays during the vacation selection process. Any employee selecting floating holidays after the vacation selection process will give the Department 48 hours' notice in writing of his/her request. This notice will be given to the Fire Assistant Chief for approval based on vacation selection criteria. This permission shall not be arbitrarily withheld. In case more than one employee requests a particular day and the Department determines that both employees may not be off duty on that particular day, the senior employee shall be given preference.

D. If the employee chooses not to take one or more floating holidays, he/she may make a written request to the Fire Chief on or before November 15th to receive 24 hours of regular pay for 53 hour week, or 8.0 hours of regular pay for 40-hour week in lieu thereof payable in the payroll period which includes December 1st. Any floaters not taken or requested for payment are forfeited. No more than four floating holidays shall be approved for payment each year.

E. Each calendar year, members of the bargaining unit may elect to take one floating holiday as "Personal Leave Time." This personal leave day may be broken into blocks of 4 hours and will be taken in 4-hour increments. Personal Leave Time will be selected after all vacation days, extra vacation days and floating holidays have been scheduled. Any employee selecting Personal Leave Time after the vacation selection process will give the Department 48 hours' notice in writing of his/her request. All requests for Personal Leave Time must comply with all the criteria pertaining to the vacation selection process. If an employee chooses not to use all blocks of Personal Leave Time, he/she may make a written request to the Fire Chief on or before November 15th to receive pay for such remaining blocks, payable in the subsequent payroll period which includes December 1st.

Section 2. Vacations

A. Accrual of Vacation Leave

1. Vacation leave shall be granted for all full time employees in accordance with the number of completed years of credited service. A full-time employee shall be deemed to have earned and be eligible for vacation on the first anniversary of his/her employment. For newly hired employees, such vacation shall be prorated for the year of hire according to the following schedule:

53 Hour Weekly Schedule Employees

January/February Hire Date ..... 6 Duty Days
March/April Hire Date ..... 5 Duty Days
May/June Hire Date ..... 4 Duty Days
July/August Hire Date ..... 3 Duty Days
September/October Hire Date ..... 2 Duty Days
November/December Hire Date ..... 1 Duty Day

40 Hour Weekly Schedule Employees

January/February Hire Date ..... 80 Hours
March/April Hire Date ..... 64 Hours
May/June Hire Date ..... 48 Hours
July/August Hire Date ..... 32 Hours
September/October Hire Date ..... 24 Hours
November/December Hire Date ..... 16 Hours

Thereafter, employees shall be deemed to have earned and be eligible for vacation accrual each January. As such, employees on the **53 hour weekly schedule** shall accrue paid vacation as follows:

Year 1	1 year anniversary of Hire	Pro-rated Days
Year 2	January following 1 year anniversary of Hire	6 Duty Days
Year 3	Following January	6 Duty Days
Year 4	Following January	7 Duty Days
Year 5	Following January	7 Duty Days
Year 6	Following January	7 Duty Days
Year 7	Following January	8 Duty Days
Year 8	Following January	8 Duty Days
Year 9	Following January	8 Duty Days
Year 10	Following January	8 Duty Days
Year 11	Following January	9 Duty Days
Year 12	Following January	9 Duty Days
Year 13	Following January	9 Duty Days
Year 14	Following January	9 Duty Days
Year 15	Following January	10 Duty Days
Year 16	Following January	10 Duty Days
Year 17	Following January	10 Duty Days
Year 18	Following January	11 Duty Days
Year 25 and higher	Following January Thereafter	12 Duty Days

Employees on the **40-hour <u>weekly</u> schedule** shall accrue paid vacation as follows:

Year 1	1 year anniversary of Hire	Pro-rated hours
Year 2	January following 1 year anniversary of Hire	80 hours
Year 3	Following January	88 hours
Year 4	Following January	96 hours
Year 5	Following January	104 hours
Year 6	Following January	112 hours
Year 7	Following January	120 hours
Year 8	Following January	128 hours
Year 9	Following January	128 hours
Year 10	Following January	128 hours
Year 11	Following January	136 hours
Year 12	Following January	144 hours
Year 13	Following January	152 hours
Year 14	Following January	152 hours
Year 15	Following January	152 hours
Year 16 and higher	Following January Thereafter	160 hours

2. The vacation year shall be the calendar year.

3. Vacation leave granted in January is deemed to have been earned during the previous calendar year.

5. All unused vacation balances are forfeited at the end of the calendar year, except as determined by the Fire Chief.

B. Use of Vacation Leave

1. The use of vacation leave shall be authorized in accordance with Fire Department Regulations. Vacation leave shall be utilized in full day increments only, except when operational demands require an employee to work part of a day for which vacation leave has been previously approved. For 53 hour schedule employees, a maximum of seven employees shall be permitted to be absent from any shift for the purpose of personal leave including vacation and floating holidays. For 40 hour schedule employees, including Fire Prevention Inspectors and 53 hour schedule employees provided with Light Duty assignments, the Department shall determine the number of employees who may be permitted leave use in accordance with operational demands. 53 hour schedule employees who are provided a 40 hour Light Duty schedule shall not be denied the use of previously approved vacation leave, provided they notify the Fire Chief prior to the beginning of the Light Duty assignment of their intent to utilize the previously approved vacation leave. However, should such employees elect to not utilize previously approved vacation leave while on the 40 hour schedule, they shall be responsible for the subsequent scheduling of the days within the available slots or will risk losing the days.

2. The borrowing of vacation time prior to its accrual is prohibited.

3. There is no advancing of vacation pay.

4. New employees may not take vacation until they have completed one year of continuous service.

5. If a holiday occurs during vacation leave, the employee will be paid holiday pay.

6. An employee who has more than 90 calendar days of unpaid leave, shall receive no vacation leave for that calendar year.

7. Scheduling of Vacation

   a) Bargaining unit members will be contacted in the order of department seniority for the selection of vacation. Vacation days may be picked in either a 3- or 6- duty day block for 53 hour schedule personnel or a 5- or 10- duty day block for 40 hour schedule personnel the first time through. A block, as published on the vacation schedule issued by the Department, shall consist of a designated 3 or 6 duty day grouping beginning and ending with 4 days off for 53 hour schedule personnel, or a designated 5 or 10 duty day grouping beginning and ending with a weekend for 40 hour schedule personnel. When a Kelly Day occurs within a duty block selected for vacation by a 53 hour schedule employee, vacation leave will only be charged for the actual duty days and not for the Kelly Day. After all personnel have been contacted for their first pick, the second round will begin. All 53 hour schedule personnel who have selected a 3-day block and all 40 hour schedule personnel who have selected a 5-day block on the first round will be recontacted in the order of department seniority for their second selection on the second round.

b) After all personnel have been provided the opportunity to pick their primary six or ten days of vacation in blocks, employees will be permitted to submit requests to use any bonus days for 25 years of service, floating holidays, and sick leave incentive days. All personnel will be contacted by reverse seniority for the choosing of bonus days, floating holidays and sick leave incentive days.

c) Should employees elect to pass on choosing any days during the vacation selection process above, they shall be responsible for the scheduling of their remaining days, which may be selected in 24-hour increments. 48-hours notice shall be required for the request to utilize such days, however the Fire Chief or his/her designee shall have the sole discretion to approve such requests if practicable when provided with less than 48 hours notice. If the employee waits too long and there are no available slots left, they will risk losing the days. Floating holidays may be submitted for pay in accordance with this Agreement. Additional vacation days will be lost or can be donated to the Department leave pool. However, no employee shall be permitted to donate more than three days of leave per year to the pool.

d) All vacation days not submitted are subject to forfeit in accordance with the above except by permission of the Fire Chief.

e) The linking of scheduled days for 53 hour schedule personnel shall not exceed 9 consecutive duty days, except by special permission of the Fire Chief. If more than 9 days are linked, the employee shall be responsible for any training required to maintain certification that is missed during the scheduled time off. The Department will make every effort to schedule this training while the employee is on duty. If this cannot be done, then it is the employee's responsibility to complete the required training on his/her own time.

f) The changing of sick leave incentive days for previously used floating holidays is not allowed.

g) When an employee is assigned to a different shift or changes job classification after his/her vacation selection has been completed and approved by the Department, the employee may request to maintain the previously selected vacation or may request alternate vacation days instead. The Department will attempt to accommodate such requests as staffing levels and operational requirements permit.

h) Should any previously chosen vacation days associated with or adjacent to designated City holidays or any additional days designated by the Union at the initial vacation selection period become available due to personnel shift changes, Light duty assignments of personnel, or forfeiture of previously scheduled days, the Union shall be responsible for re-assigning the available days. Re-assignment shall be in accordance with Department standards for staffing and leave. The union shall designate one person per shift as the contact person for the re-assignment of vacation days and who shall be responsible for forwarding the information to the Assistant Chief for scheduling.

C. Payment and Accrual During Military Leave

1. An employee granted an extended military leave of absence in accordance with the City Emergency Military Leave Policy shall be permitted to be paid any portion or all of his/her accrued vacation leave when the employee begins the extended military leave.

2. An employee returning from an extended military leave of absence shall accrue vacation leave as provided by law.

D. Conversion To Sick Leave or Funeral Leave During Vacation Leave

1. The employee may request that vacation leave be changed to sick leave if the employee or member of the employee's immediate family becomes ill while the employee is on vacation leave.

2. The employee may request that vacation leave be changed to funeral leave provided the request is consistent with the article on Funeral Leave.

3. Requests for such changes must be made in writing to the Fire Chief or designee within 72 hours of the employee's return to work.

E. Payment of Unused Vacation Leave

1. Payment of unused vacation leave and banked vacation hours will be paid at the employee's current base rate of pay upon separation of the employee, provided the employee has more than one year of continuous service, or such hours may be utilized to advance the date of retirement.

2. When a bargaining unit member is required to work a partial day on any day that he/she has previously been approved for vacation leave, the employee's vacation leave balance shall not be charged for the hours worked and such hours worked shall be paid at the overtime rate of pay but shall not be subject to the minimum hours assigned to holdover or call back in accordance with this Agreement. Should the number of vacation hours not charged due to such circumstances equal twelve hours or more, the employee shall be permitted to request to use the portion of such hours equaling a twelve hour block in accordance with Paragraph B.,7. above. The employee shall be permitted at the end of the calendar year to request payment for any remaining balance of less than twelve vacation hours not charged due to having worked a partial day, in accordance with the established provision for the payment of floating holidays as outlined in this Agreement.

F. Banking of Vacation

1. The practice of banking vacation for retirement shall be limited to 240 hours for 53 hour schedule employees and 172 hours for 40 hour schedule employees.

Section 3. Sick Leave

A. Accrual Rate

1. Members of the bargaining unit shall accrue sick leave in accordance with the schedule below:

Biweekly Hours	Total Hours	Accrual Rate Per Pay	Hours Capped
106	134.42	5.170	2184.00
80	96.01	3.693	1560.00

2. The number of yearly pay periods sick leave is accrued is 26.

B. Sick leave may be accumulated for each of the 26 accrual pay periods the employee actually works, up to a maximum as shown above. Actual work includes periods when the employee is using accumulated sick leave (but not sick leave pool), holidays, vacation with pay, and the no-loss-of-pay sick time. Employees shall not accrue sick leave during any other period of time when they are in a non-paid status or utilizing "retirement advancement".

C. All accumulated unused sick leave shall be credited to any employee recalled from a lay off, transferred, or certified to another department or classification without break in service, appointed from a reemployment list or returning from a leave of absence. If the employee is promoted, demoted or transferred to another City position with a different Scheduled Pay Period Hours other than that defined above, that employee's sick leave balance will be adjusted to reflect equivalent days of sick leave earned, consistent with his/her new scheduled pay period hours.

D. In the event an employee has been separated and paid for accumulated unused sick leave as hereinafter provided, or has been dismissed for cause and subsequently is re-employed by the City, his/her subsequent sick leave accumulations shall be calculated as a new employee.

E. Under the provisions of this section, an employee may utilize his/her sick leave for absences from duty resulting from illness or injury to the employee or a family member on any of his/her regularly scheduled work days for the number of regular hours he/she would otherwise have been scheduled to work on that day had not such absence occurred. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged by rounding to tenths of an hour according to the following:

Minutes	Tenths of an Hour
1 - 6	.1
7 - 12	.2
13 - 18	.3
19 - 24	.4
25 - 30	.5
31 - 36	.6
37 - 42	.7
43 - 48	.8
49 - 54	.9
55 - 60	1.0

F. Sick leave shall not be considered a privilege to be used at the employee's discretion, but shall be used only for absences:

1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control.

2. Necessitated by exposure to contagious disease in which the health of others would be endangered by his/her attendance on duty.

3. Due to medical or dental appointments, or other personal sickness prevention measures, the scheduling of which at times other than during his/her regular working hours is impossible or unreasonable.

4. Due to illness of a member of his/her immediate family which requires his/her personal care and attention. The term "Immediate Family" as used in this paragraph shall mean parents, stepparents, children, stepchildren, grandparents, grandchildren, brothers, sisters or husband/wife of the employee and the immediate family as herein referenced of the husband/wife, or other relative who is a member of the immediate household.

   Sick leave will be accrued on a biweekly basis based on hours in a paid status. An employee may utilize his/her accumulated sick time due to an illness in his/her immediate family (as that term is defined above).

5. If an employee is under a doctor's care or if a member of the employee's immediate family is under a doctor's care and the doctor certifies that the employee's personal care and/or attention is required, said time of absence shall not be considered as grounds for any discipline, provided that personal sick leave is not used in excess of accumulated sick leave.

G. An employee absent for one of the reasons mentioned above shall inform his/her immediate supervisor as early as possible on the first day of absence. Failure to do so may be the cause for denial of sick leave with pay for the period of absence. In any event, the Departmental Rules shall govern the notification requirements.

H. Payment for Unused Sick Leave

Upon separation from City service, an employee shall be paid one-half of his/her accumulated unused sick leave. The rate of payment shall be based on the regular hourly rate (excluding shift differential or any other addition to base pay) of the employee on the last day worked prior to separation. The employee may request that one-half the payment for unused sick leave be made at separation and one-half the payment be made in the first payroll period in the next calendar year.

The employee qualifies for payment if:

1. The employee has had at least 20 years of continuous service with the City. Leaves of absence without pay, suspensions and layoffs followed by subsequent re-employment shall not be considered as breaks in service. The length of such time off or layoff shall be deducted from the total length of service. Military leaves and leaves during which the employees are receiving Workers' Compensation shall not be deducted from continuous service; or

2. The separation is involuntary on the part of the employee including disability (incurred on or off the job) and layoffs; or

3. The employee's estate shall receive payment if an employee dies.
   An employee who has been dismissed for cause or who resigns voluntarily shall have no claim for sick leave payment.

An employee who may otherwise be eligible for retirement under the City Employees' Pension Plan or Federal Social Security, or who may be approaching such eligibility date, and whose purpose in leaving is to retire under either program, may utilize one-half of his/her accumulated unused sick leave to the extent thereof to advance his/her retirement date. In that event, the employee shall execute a resignation to become effective on the date that such accumulated unused sick leave would be exhausted. Such resignation shall be irrevocable, and retirement shall begin at the time such

resignation becomes effective. In the interim, payment for accumulated unused sick leave shall be made as a continuation of the employee's regular pay from which all regular payroll deductions shall be made in order to preserve his/her retirement status. Accumulated unused sick leave will be charged as outlined in paragraph (1) of this subsection.

I. An employee may not utilize his/her accumulated sick leave absence for absences resulting from an injury arising out of and in the course of employment, other than City employment, for which monetary or other valuable consideration is received or expected. Any employee who utilizes accumulated sick leave, or who attempts to utilize accumulated sick leave, for absences resulting from an injury arising out of and in the course of employment, other than City employment, may be terminated or suspended, as in the City's judgment, is appropriate.

J. Except in the cases of injury incurred in the line of duty with the City, employees shall not be entitled to use sick leave until the completion of six calendar months of continuous service following the date of original appointment.

K. The employee may be required to submit evidence in the form of a medical certificate, of the adequacy of the reasons for his/her absence during the period of time for which sick leave is granted when requested by the Department Director.

L. An on-duty employee injured in an accident, arising out of and in the course of his/her City employment, may elect to be continued on the payroll to the extent of his/her accumulated unused sick leave as hereinafter provided. An employee receiving sick leave with pay under the provisions of this subsection who simultaneously receives income under the Workers' Compensation Act shall receive, for the duration of such income and to the extent of his/her accumulated unused sick leave, only that portion of his/her regular rate of pay (see Article 9, Section 4) which will, together with said income equal his/her regular rate of pay at the time of injury. In that event, the employee's accumulated unused sick leave shall be charged only in the same proportion as his/her sick leave payment is to his/her regular biweekly salary which shall be deemed to be that same proportion of the number of regular hours he/she would otherwise have been scheduled to work for the day, week or other period involved, rounded out to the nearest tenth of an hour.

M. The use of sick leave for purposes other than those designated herein will be considered a major rule infraction.

N. Sick Leave Incentive Program

1. Following any full payroll calendar year period that a bargaining unit employee uses no sick leave, the employee will be allowed to convert two days of sick leave to Sick Leave Incentive Days or the cash equivalent based upon the employee's current base hourly rate of pay.

2. Following any full payroll calendar year that a bargaining unit employee uses between one-tenth of an hour and the equivalent of two days of sick leave the employee will be allowed to convert one day of sick leave to a Sick Leave Incentive Day or the cash equivalent based upon the employee's current base rate of pay.

3. Employees shall be required to submit notice of their choice of the above within 30 days of Sick Leave Incentive eligibility notification or shall have no sick days converted.

O. Leave Pool

A joint leave pool will be established by members of the International Association of Fire Fighters bargaining unit, such leave pool to be available for use by members subject to the following provisions:

1. The purpose of the leave pool is to provide leave to bargaining unit members who face significant time off without pay due to a serious illness or injury, whether job-connected or non-job-connected, or serious illness or injury to a family member covered under the family sick leave policy. The leave pool may not be used for short time periods where an employee may be without pay. Short time shall be defined as less than 30 calendar days.

2. A committee shall be formed and the committee shall determine use of the leave pool days, subject to the above purpose and limitations.

   a) The committee shall consist of three members designated by the bargaining unit, one management employee designated by the Fire Chief, and one management designee of the City Manager.

   b) The committee shall review employee needs and circumstances consistent with the provisions of the leave pool and shall determine eligibility for and the amount of pool leave time that may be provided to employees. The committee may establish procedures, forms, and other rules necessary for its effective operation, provided they are consistent with the provisions of this section.

   c) The committee's decisions are final and are **not grievable.**

3. Bargaining unit members may donate days from their vacation, floating holiday, or sick leave balances to the leave pool one time per year in January.

   a) No employee shall be permitted to donate more than three days of leave per year to the pool. In the event that the leave pool becomes insufficient to provide leave days, the committee may, with the prior approval of the City Manager or designee, open up the opportunity for additional donations to be made during the calendar year. This shall be limited to one time per year; however, the 3-day donation limit shall not be modified.

   b) All donations of pool leave time must be in full-day increments based on the employee's full-time, regularly scheduled day (i.e. an 8-hour or 24-hour day is a full day).

   c) Donations of pool leave time are **irrevocable**.

   d) No dollar value shall be placed on leave donations. All donations and all authorized usage shall be computed as day for day.

4. When pool leave time is authorized by the committee for use by an employee, it shall be on a day-for-day basis, irrespective of whether the employee works an 8-hour or 24-hour shift. An employee using leave pool time shall receive regular base pay and his/her regular shift pay; however, other pays shall not be provided with leave pool days (e.g., lead pay, acting pay, special assignment pay, etc.).

5. Pool leave time not used in a given year by the employee receiving the donated pool leave time shall be returned to the leave pool and carried over to the next year. No donated pool leave time will be refunded to the donor.

Section 4. Funeral Leave

A. 53-hour schedule employees shall be allowed up to three consecutive shifts off with pay and 40 hour schedule employees shall be allowed up to four consecutive duty days off with pay in the event of a death in the immediate family which shall be limited to spouse, or the employee's or employee's spouse's child, parent, brother, sister, grandparent, grandchild, stepparent, or stepchild. This is not chargeable to sick leave.

B. 53-hour schedule employees shall be granted up to two consecutive shifts off with pay and 40 hour schedule employees shall be allowed up to three consecutive duty days off with pay in the event of a death in the extended family, specifically defined as sister-in-law, brother-in-law, step-brother or step-sister. This leave is chargeable to sick leave. The Fire Chief may grant funeral leave to employees for the death of other household members.

C. Additional time off may be granted by the Fire Chief, or his/her designee and shall be chargeable to sick leave. Furthermore, any employee availing himself/herself of a provision in this section must notify the Fire Chief or his/her Fire Assistant Chief of such intent as soon as possible.

Section 5. Absence Without Leave

A. Any employee who is absent from duty for two consecutive work days for 53-hour schedule employees and three consecutive work days for 40-hour schedule employees without notice and valid reason therefore shall be deemed to have voluntarily terminated his/her City employment and to have vacated his/her position and will be separated from the payroll as a dismissal, unless a leave of absence is subsequently granted under any of these rules.

B. The failure of an employee to report for duty at the expiration of a leave of absence or vacation leave with or without pay, shall be deemed an absence without leave.

Section 6. Time Off From Duty

A. An employee may be granted necessary time-off from his/her duties with compensation for any of the following reasons, when such time off does not, in the judgment of the Fire Chief, interfere with the operation of the Department.

1. Attendance at professional or other conventions, institutes, courses, classes, seminars or meetings when such attendance is approved in advance by the Fire Chief or his/her designee. Attendance will be at the discretion of the Fire Chief except when the requested leave is for promotional exams which will get first priority.

2. Attendance at in-service training and other in-service meetings when approved by the Fire Chief or his/her designee. The provisions of this paragraph shall be deemed to include authorized safety meetings.

3. The President and Secretary-Treasurer of the Union shall be granted Union time-off to attend state and international conventions, provided a minimum of one month's written notice is given to the Fire Chief.

B. The Union may, upon request, be allowed up to 400 duty hours per fiscal year to be excused for Union business, conferences, training, and Executive Board meetings pertaining to the City of Clearwater. Any such request must be initiated in writing to the Fire Chief or designee, and will give the name of the person wanting off, date the person is to be off, and the number of hours the person will be off. Time off from duty under this provision must be approved by the Fire Chief or his/her designee and must be taken in not less than four-hour increments. Absences for Union time excluding the Union president/designee shall count toward the total number of seven employees permitted to be absent for personal leave on any given shift. Any unused portion of the balance is to be carried over into the next contract year.

Any use of City facilities for Union–related business shall require written request at least 48 hours in advance to the Fire Chief, which may be granted or denied at his/her sole discretion. Executive Board members only shall be permitted to conduct/attend Executive Board meetings while on duty with no charge to the aforementioned Union time, with the prior approval of the Fire Chief or his/her designee, provided 48 hours notice is given, and further provided that such meetings will cause no adverse impact to Department operations. Off-duty Executive Board members shall not be eligible to receive any compensation for time spent attending such meetings.

Union officials utilizing union time shall not be eligible during the time of utilization for Worker's Compensation benefits in case of injury. In any event, absence from duty for union business shall not be approved which requires a union official to be off duty for periods in excess of three consecutive scheduled work shifts. Extension of any consecutive time off for union officials, over and above the three consecutive shifts, may be granted solely at the discretion of the Fire Chief. Requests for union time off must be made on the designated form.

Jointly related business between the City and the Union shall not be subject to deduction from the bank, however, the Union acknowledges that such time needed for arbitration hearings will be chargeable to the account. In any event, the Fire Chief or his/her designee, may at his/her discretion deny any request not made at least 72 hours in advance and submitted by a Union Officer, or which renders the Department staffed below that level which the Chief determines to be necessary.

Section 7. Right to Contribute Work

In the event that an employee's illness or physical incapacity should continue beyond the point where his/her accumulated sick leave, if any, has been exhausted, he/she may request to have other qualified employees of the Department perform his/her regular duties; provided that such substitution would not require overtime compensation for the substitute and the maximum allowable contributed time to any one employee is a total of 90 calendar days for the duration of this contract.

Section 8. Military Leave

Any regular or probationary employee in the classified service being inducted or otherwise entering the armed forces of the United States in time of war, or pursuant to the Selective Service Act of 1948 as amended, or of any other law of the United States, shall be granted military leave of absence without pay for the period of the military service required of him/her, and on completion thereof be reinstated in the City service in accordance with the following regulations:

A. Military leaves shall be granted in accordance with the provisions herein except where said provisions may be superseded by Federal or Florida Law:

1. For inductees, the minimum period of time required to be served.

2. For enlistees in time of war, the period of the first minimum enlistment, or for such additional period of time required to be served.

3. For reservists, the minimum period of time required to be served.

4. For pre-induction physical examination when so ordered by a Selective Service Board, time off shall be granted for the minimum period necessary to comply with such order, but shall in no case exceed two (2) regularly scheduled work days.

5. For required active or inactive training duty as a member of a Reserve Component or the National Guard falling on the employee's regularly scheduled work days, the employee shall be allowed up to a maximum of two hundred and forty (240) working hours per calendar year without loss of pay. Absences from duty for required military reserve training in excess of two hundred and forty (240) working hours per calendar year or for any non-required military reserve training for which the employee initially volunteered shall not be compensated for by the City. A copy of the employee's military orders certifying his/her training assignment shall be submitted by the employee to the Fire Chief immediately upon receipt by the employee. An employee who is required to attend military duty training which falls or occurs during regular working hours and which exceeds the two hundred and forty (240) working hours provided above will be granted time off without pay. Due to the unique 24 hours shift schedule, the employee may break the absence time into 12 hour blocks and will be charged for a 6 hour block of time in order to facilitate travel and military duty requirements.

   The employee shall be required to provide timely notice of such training assignments to the City of such training assignments. Failure to provide any of the timely notices herein required of an employee's military orders to the Fire Chief shall be considered just cause for disciplinary action not to exceed a three (3) day suspension.

B. For the purposes of this Section, "armed forces" shall be defined to include:

   1. The Army, Navy, Marine Corps, Air Force and Coast Guard.

   2. The auxiliary services directly necessary to and actually associated with the armed forces of the United States, as may be determined by the City.

C. Application for reinstatement must be made within 90 calendar days from date of discharge or release, or from hospitalization continuing after discharge for a period of not more than one year. Such application shall be in writing to the Human Resources Director and shall be accompanied by evidence of honorable discharge or release.

D. Upon return from military leave, the employee shall be reinstated in the City service in accordance with the following regulations:

   1. If still qualified to perform duties of his/her former position, the employee shall be restored to position or to a position of like seniority, status and pay; or

   2. If not qualified to perform the duties of his/her former position by reason of disability sustained during such service but qualified to perform the duties of any other position in the employ of the City, the employee shall be restored to such other position, the duties of which the employee is qualified to perform, as will provide the employee with like seniority, status and pay, or the nearest approximation thereof consistent with the circumstances in his/her case.

3. In the event no vacancy exists in the appropriate class and there is an employee in such class serving a probationary period who has not acquired regular status, then such probationary employee shall be laid off and the returning employee reinstated.

4. If a returning employee has regular status and cannot be reinstated under the provisions of paragraph (3) above, then the employee having been employed in the appropriate class for the shortest period of time shall be laid off and the returning employee reinstated.

5. A returning employee shall have the same status as prior to the beginning of his/her military leave. The employee shall be allowed to take any subsequently administered examination for promotion after return that he/she would have been eligible to take had he/she not been on military leave, and shall be required to complete any uncompleted period of probation. No grievance shall be filed or processed by any other employee or the Union in connection with this paragraph.

6. The employee shall submit to such medical and/or physical examinations as the City Manager shall deem necessary to determine whether or not such military service has in any way incapacitated him/her for the work in question; provided however, that as far as practicable any employee returning with disabilities shall be placed in such employment as the City Manager shall deem suitable under the circumstances.

7. Any regular or probationary employee receiving a dishonorable discharge from the armed forces shall not be reinstated to any position in the City service.

8. An employee granted a military leave of absence shall, insofar as possible, have all the rights and privileges he/she would have had if he/she had remained on duty including cumulative seniority, and except as otherwise provided in these Rules and Regulations, all other benefits dependent on length of employment to the same extent as if the employee had not been absent on such leave.

An employee returning from military service shall be reinstated to active City service at the earliest possible date following application for such reinstatement, consistent with the best interests of the City service and taking into consideration necessary adjustments of staff. However, in no event shall this period be more than thirty (30) calendar days. The City shall have the right as part of directing the employee's duties upon returning to work, to assign the employee to such training as is necessary in its judgment to ensure the employee's familiarity with job duties and knowledge.

ARTICLE 9
WAGES AND COMPENSATION

Section 1. Pay Schedule

The pay schedule shall be in accordance with Appendix A

Effective for the beginning of the payroll period that includes October 1, 2015, pay ranges for all classifications shall be adjusted by 4.5%, and the City shall provide a 4.5% general wage increase for all employees. Effective for the period from October 1, 2015 through September 30, 2016, employees shall not be advanced in Step as provided for in Section 2 of this Article. The time period from October 1, 2015 through September 30, 2016 shall not be counted toward any further Step advancement.

Effective for the period from includes October 1, 2016, pay range minimums and maximums shall not be adjusted and employees shall not receive a general wage increase. Effective for the period from October 1, 2016 through September 30, 2017, employees shall be advanced in Step as provided for in Section 2 of this Article.

Effective for the beginning of the payroll period that includes October 1, 2017, pay ranges for all classifications shall be adjusted by 4.5%, and the City shall provide a 4.5% general wage increase for all employees. Effective for the period from October 1, 2017 through September 30, 2018, employees shall not be advanced in Step as provided for in Section 2 of this Article. The time period from October 1, 2017 through September 30, 2018 shall not be counted toward any further Step advancement.

Any further step advancements after September 30, 2018 will be dependent upon and subject to negotiations in any successor Agreement.

Section 2. Pay Schedule Format: Merit Step Increases

A. The classes of Firefighter, Firefighter/Driver-Operator, and Fire Medic shall have twelve merit steps. The classes of Fire Prevention Inspector, Fire Lieutenant, and Fire Medic Lieutenant shall have nine merit steps. Merit steps two through six shall provide for approximately a 5% increase over the preceding step, and merit steps seven through thirteen shall provide for approximately a 2-1/2% increase over the preceding step.

B. Pay increases are not automatic but are management review rates and may be granted only upon receiving a rating of satisfactory or better on the annual performance review. Eligibility for review for within pay schedule increases shall be as follows:

Appointment and Merit Step Review and Advancement:

Step 1	Original appointment or promotion
Step 2	At the end of one year of satisfactory service in Step 1.
Step 3	At the end of one year of satisfactory service in Step 2.
Step 4	At the end of one year of satisfactory service in Step 3.
Step 5	At the end of one year of satisfactory service in Step 4.
Step 6	At the end of one year of satisfactory service in Step 5.
Step 7	At the end of one year of satisfactory service in Step 6.
Step 8	At the end of one year of satisfactory service in Step 7.
Step 9	At the end of one year of satisfactory service in Step 8.
Step 10	At the end of one year of satisfactory service in Step 9.
Step 11	At the end of one year of satisfactory service in Step 10.
Step 12	At the end of one year of satisfactory service in Step 11.
Step 13	At the end of one year of satisfactory service in Step 12.*

*All employees with more than one year credit in Step 12 at the beginning of FY 2016-2017 will receive the Step 13 increase effective on October 1st. Those in step 12 with less than one year credit will receive their step 13 on their respective anniversary date.

If an employee's evaluation by management is rated satisfactory or higher, the approved merit pay increase shall become effective as of the date of the employee's eligibility therefore, except as provided in Section 3 below.

Section 3. Merit Step Review - Increases and Delay or Denial

Employees who receive a merit eligibility evaluation rating of Satisfactory or higher shall be advanced as provided in Section 2 above.

Employees who receive a merit eligibility evaluation rating of less than Satisfactory shall not be granted a merit step advancement. Such employees shall be reevaluated after three months and if then rated satisfactory, shall be granted a merit step adjustment as of the date of the three-month follow-up evaluation. The effective date of the increase shall be utilized for the purpose of determining eligibility for future merit evaluation review and advancement to the next higher step.

If the initial three months follow-up evaluation rating is still less than Satisfactory, the employee shall be evaluated again in three more months. If then rated Satisfactory or higher, the employee shall be granted a merit step adjustment as of the end of that second three-month follow-up period. The effective date of this increase shall be utilized for the purpose of determining eligibility for future merit evaluation review and advancement to the next higher step.

If the employee is rated less than Satisfactory on the second three-month follow-up evaluation, no merit step advancement shall be made; and the employee will be evaluated again one year from the date of the initial annual evaluation which was less than Satisfactory.

Section 4. Rates of Pay

A. Base rate of pay is defined as compensation at the rate prescribed for the job class in the Pay Schedule.

B. Regular rate of pay is defined as base pay and any assignment pay if regularly assigned.

C. Overtime is defined as one and one-half times an employee's regular rate of pay.

Section 5. Annual Personal Resource Allowance

A. All members of the bargaining unit who are actually working on January 1st of each year shall be provided an annual allowance of $440 per year, which shall be utilized to cover (1) the costs of laundering coat, shirts, pants, jumpsuit, and bed linens, (2) the replacement of personal items such as glasses, watches, hearing aids, etc., and (3) time spent attending the annual physical, except for 40-hour schedule personnel who shall attend on duty, but shall still receive the allowance.

B. An employee who is on extended sick leave (60 days or more) or has been approved for regular disability retirement by the Pension Advisory Committee shall no longer be eligible for the personal resource allowance.

C. The annual resource allowance shall be paid on a quarterly basis to eligible bargaining unit members who are actually working at the time of the quarterly payment, and shall reflect the appropriate amounts subject to withholding and not subject to withholding for tax purposes.

Section 6. Mileage Reimbursement

A. For each move a member of the bargaining unit is required to make, and use his/her own vehicle, after he/she has reported to his/her duty station, the City will provide reimbursement to the employee in accordance with Sec. 2.328 of the City of Clearwater Code of Ordinances; or, the City may elect to provide transportation.

B. The mileage reimbursement rate shall be consistent with City Policy.

C. This distance will be computed by the City, so that both the City and employee can refer to a standard table to ascertain the distance between any two Fire Stations.

D. Written requests for mileage reimbursement must be made to the Fire Chief's office on or before September 15. Requests received after September 15th shall be void and no reimbursement shall be required of the City.

E. The Department will post a reminder notice at least 30 days prior to September 15.

F. The money shall be paid by September 30 of each year.

G. In the event that an employee is transported in a City vehicle under the provisions of this part, the City will provide the employee transportation back to his/her duty station at or before the end of the employee's tour of duty if the employee so requests.

Section 7. Special Teams

Any employee who meets the current certification guidelines set forth by the Fire Chief and is specifically assigned to a Special Team on a scheduled shift shall receive twenty- five dollars per payroll period in addition to the current base rate of pay. Bargaining unit members who meet the current certification guidelines set forth by the Fire Chief and are assigned as team leaders shall not receive the Special Team pay as described above, but shall instead receive thirty five dollars per payroll period in addition to the current base rate of pay.

Special Team training and assignments shall be made at the discretion of the Fire Chief or his/her designee and Special Team Pay will be provided to a maximum number of employees as follows:

Dive Team – 6 per shift plus one team leader
Technical Rescue Team – 8 per shift plus one team leader
Emergency Response (SWAT) Team – 4 per shift plus one team leader

Employees may participate on more than one Special Team but shall be eligible to be compensated for one Special Team only. Additional employees may be permitted to participate in the training process only based on availability of funds. The department shall provide the initial issue of clothing and equipment particular to Special Teams and the replacement of clothing (shirt, pants, coat, and jumpsuit) will be the responsibility of the employee through the use of the annual Personal Resource Allowance. Initial issue Special Team clothing shall be the following:

Dive Team	
Coat/Jacket	1
Jump Suit	1
Swim Trunks	1

Tee Shirt	1
Shorts	1

Technical Rescue Team

Tech Shirt	3
Tech Pants	3

S.W.A.T. Team

Shirt	2
Pants	2

An employee may be removed from a Special Team assignment if he/she is unable to participate for a period of 30 days or more for reasons other than scheduled leave. Special Team pay may be discontinued at any time should the City no longer continue to provide the designated service.

Section 8 EMS Wages

A. All employees shall receive pay in accordance with Appendix A.

B. Employees assigned to the non-Paramedic classifications of Firefighter, Firefighter/Driver-Operator, and Fire Lieutenant who are State of Florida and Pinellas County certified as a Paramedic, and who agree in writing to be willing to serve in an acting capacity as a Fire Medic or to be assigned as a Paramedic on an ALS unit when called upon by the Department to do so, shall receive a Paramedic certification pay differential of $100.00 per payroll period. Such employees shall be eligible to receive Acting Pay in accordance with Paragraph C below in addition to the biweekly certification pay. Such employees who elect to receive the Paramedic certification pay differential shall be required to provide written notice of their intent to no longer be willing to serve in an Acting capacity as a Fire Medic or as an assigned Paramedic on an ALS unit and thereby no longer receive the $100.00 per payroll period certification pay differential at least 30 calendar days prior to the end of the payroll period in which they wish to effect the change. Upon the effecting of such requests by the Department, the affected employees shall not be eligible to receive the Paramedic certification pay differential for a period of six months. Employees assigned to the non-Paramedic classifications of Firefighter, Firefighter/Driver-Operator, and Fire Lieutenant who are State of Florida and Pinellas County certified as a Paramedic and who do not agree to be willing to serve in an Acting capacity as a Fire Medic or as an assigned Paramedic on an ALS unit and thereby not receive the $100.00 per payroll period certification pay differential shall be eligible to elect to be assigned as a Paramedic to an ALS unit on a voluntary basis, and when so assigned on an ALS unit shall be compensated in accordance with paragraph C below.

C. Employees assigned to the non-Paramedic classifications of Firefighter, Firefighter/Driver-Operator, or Fire Lieutenant who are state and county certified as an E.M.T. or Paramedic, and who are not receiving Acting pay, and who are assigned on an ALS unit will receive assignment pay of 5% above the employee's current base rate of pay for all hours served on the ALS unit.

D. The Department agrees to publish a semiannual list of the dates of expiration of all E.M.T. and Paramedic certifications.

Section 9. Training and Tuition Refund

A. Members of the bargaining unit shall be entitled to participate in a tuition reimbursement program provided that all classes are off-duty, except for promotional courses for the positions of Lieutenant and/or Fire Assistant Chief where department policy will be followed. However, the City and the Union may agree to pro rate such tuition reimbursement for classes which cross both on-duty and off-duty time.

B. The tuition refund for members of the bargaining unit shall be up to $1500 per year for each year of the agreement. However, if classes taken by a bargaining unit member pertain to an advanced degree program (Masters degree or higher), then up to $1800 of tuition paid for such classes shall be reimbursable.

C. Participation in Tuition Refund will not imply any eligibility for school time pay nor will it impose any obligation to the City under FLSA.

D. Except for training requirements occasioned by extended vacations, when a bargaining unit member is directed by the Department to attend classes, the member will be compensated for the hours spent in accordance with the law.

E. The City shall provide and maintain reasonable training grounds and facilities.

F. The City agrees to pay the tuition only for classes required as part of a State of Florida Paramedic certification program for up to one bargaining unit member per shift or 3 members total, whichever is greater, for each year of this Agreement provided that the classes are offered in such a manner that the employees may attend the classes during non-duty hours, and such class hours shall not be counted as hours worked. Should such classes not be available in a manner that the employees may attend during non-duty hours, the Fire Chief in his/her sole discretion shall determine whether to release the employees from duty for only the hours necessary to attend the classes. In such case, the employees shall be expected to serve the remaining hours of any shift for which they are scheduled. Any prerequisite classes necessary to participate in a State of Florida Paramedic certification program shall only be subject to the tuition reimbursement provisions outlined in Paragraphs A-D above and in accordance with established Department guidelines to determine whether or not the class hours constitute compensable time.

Any existing employee who obtains a State of Florida Paramedic certification through the process outlined in this Section shall be required to comply with the requirements necessary to obtain and maintain certification as a Paramedic in Pinellas County, and shall be required to remain with Clearwater Fire and Rescue and serve as a Fire Medic when called upon to do so for a period of five years or shall be subject to repayment of any costs incurred by the Department for such classes. Should an employee voluntarily leave the department or be permitted to voluntarily demote to a non-paramedic classification in accordance with this agreement before the end of the five year period, the amount of such repayment shall be prorated by 3-month increments with the employee being required to pay the prorated amount corresponding to the number of remaining full 3-month periods not served.

Section 10. Clothing and Equipment

A. The City shall continue to provide the initial clothing and protective devices currently supplied, or their equivalent, and initial safety equipment currently supplied, without cost to the employee. Employees shall be required to wear or use the clothing or other items provided unless a suitable replacement as determined and approved in advance by the Department is provided by the employee at the employee's own cost. The employee will replace any lost or abused equipment that has been supplied by the Department by

purchasing the lost or abused equipment from the Department at the value of the lost or abused equipment, as determined by the Fire Chief.

B. The following equipment will be supplied initially to each employee:

Item	**Quantity**	
	Suppression and EMS	**Inspection**
Coat	1	1
Pants	5	8
Class A Shirts Short Sleeve	5	7
Long Sleeve	1	1
T-Shirts Short Sleeve	6	
Long Sleeve	3 @ employee option)	
Shorts	2	
Sweatshirt	1	
Jumpsuit	1	1
Shoes	1 pair	
Hat	1	
Tie	1	
Badge*	1	2
Nametag	1	1
Collar Insignia (set(s), as necessary)	2	1
Blanket	1	
Pillow	1	
Bunker Coat	1	As assigned
Bunker Pants	1	As assigned
Helmet*	1	As assigned
Firefighting Boots (pair)	1	As assigned
Firefighting Gloves (pair)	1	As assigned
Air Mask/Personal Regulator	1 each	
Nomex Hood	2	
Suspenders	1	
Safety Vest	1	1
Howd Strap	1	1
City and County ID	1 each	1 each
Flashlight	1	
Personal Escape System/Carabiner Assembly	1	
Steel Toed Uniform Shoes	1 pair	

All employees will be provided an initial issue of any new items in addition to those on the list above when such items are required by the Department. Equivalent variations of clothing items on the list above, such as coats, shirts, and pants, may be provided by the Department to all newly hired employees and shall be available to existing incumbent employees through the use of the personal resource allowance as defined in this Agreement.

C. All items issued by the Department shall be returned to the Department before an employee leaves the service of the Department either by termination, resignation, retirement, etc. Should any such items not be returned, the City shall withhold from the employee's final paycheck an amount sufficient to reimburse the

City at a pro-rated replacement cost of the equipment.

D. The Department shall issue and maintain uniforms and equipment to personnel it determines necessary in order to provide an Honor Guard presence as the City deems appropriate and subject to the availability of funds. It is understood that the decision whether to have an Honor Guard, and who shall be designated to participate, rests with the Fire Chief in his sole discretion. Any items issued to Honor Guard personnel shall remain the property of the Department and shall be returned upon separation in accordance with Paragraph C of this Section above.

E. The Department shall annually replace the following uniform items in accordance with procedures established by the Department.

Pants	2 pair
Pants (tactical)	1 pair
Shorts	2 pair
Short Sleeve Tee Shirts	6
Short Sleeve Shirt	1
Jump Suit	1 every 2 years
Long SleeveTee Shirts	3

Section 11. Standby

A. Fire Prevention Inspectors, (both primary and back-up), who are assigned to remain in a standby status while not on duty shall be paid at the following rates during the term of this agreement:

Monday through Friday	$30.00 per night
Weekends	$40.00 per day
Extended Time During Designated Holidays	$40.00 per day

B. Standby assignments are mutually exclusive of call-in and holdover provisions of this agreement. Nightly standby (Monday – Friday) shall begin at the end of each regular workday and shall end at the beginning of the next workday (16-hour period). Weekend standby shall begin at the time which would be the employee's normal starting time on Saturday and shall conclude at the beginning of the employee's regular workday on Monday (48-hour period). Extended Time During Designated Holiday shall apply when an employee assigned to standby continues in standby assignment for an 8-hour extended period on a designated holiday. In addition to the above, an employee who is called out to work while on nightly or weekend standby duty shall be credited with one hour work time or the actual hours worked during the entire standby period, whichever is greater.

C. The Department retains the discretion but is not required to assign a take-home vehicle to Fire Prevention Inspectors who are subject to standby.

Section 12. Paycheck Issuance

Paychecks shall be available on the same day that the paycheck is dated, to be issued to employees both on-coming and off-going shift at their assigned station. Until the checks or vouchers are issued to the employees, they shall be secured at a location at each station.

Employees shall be required to elect to receive the entirety of the pay in either standard hard copy paycheck format or through direct deposit by electronic transfer, and will not be permitted to split their pay

between the two mediums. Employees may elect to change from one payment medium to the other at any time provided written notice of fourteen calendar days is given to the City's Payroll division.

ARTICLE 10
INSURANCE

Section 1. Life Insurance

All life insurance premium contributions and plans currently in force shall continue for the duration of this Agreement. The selection of an insurance company shall be free and without prejudice and of the employee's choice from the companies offered by the City, with the approval of the Insurance Committee. The Union agrees to participate with the Insurance Committee in making decisions regarding life insurance.

The City shall no longer permit any new enrollment in the 1% Life Insurance Program. Bargaining unit employees who are enrolled as of the effective date of this Agreement may continue to participate provided they maintain their participation on a continuous basis thereafter. Any employees who currently participate and choose to discontinue their enrollment will not be permitted to re-enroll in this benefit again at a later date.

Section 2. Death Benefits

The current practice of paying accrued rights and benefits to the designated beneficiary or next-of-kin upon the death of an employee shall continue.

Section 3. Health Insurance

The City agrees to meet with the I.A.F.F. and other City of Clearwater union representatives to review the health insurance program for the purpose of reducing the cost of such program for the City and the employees. The City further agrees to provide the I.A.F.F. with such information as would be required to formulate such a benefit package and to cooperate with the I.A.F.F. and other unions to obtain pertinent information from the present carrier.

The City agrees that for the calendar year occurring within the first year of the agreement, the City shall contribute toward the medical insurance premiums for employees and their dependents in the amount approved for the plans approved by the City Council. The City agrees to maintain the current Benefits Committee recommendation process culminating in final action by the City Council to determine medical insurance premiums for employees and their dependents for the duration of this Agreement. The City further agrees that during the life of the agreement, the City will make available to employees the option of at least one health insurance plan for which the City shall pay 100% of the premium for the employee only base benefit plan cost, it being understood that such base plan may provide a different level of benefit than that which is currently provided. Additional coverage for the family or spouse, as well as any enhancements or "buy ups" to the base plan will continue to be paid for by the employee.

Any information received by either party from the consultant or from another carrier will be shared with the other party.

ARTICLE 11
PERFORMANCE AND DISCIPLINE

The City and the Union agree that any system of discipline or performance management should be continually reviewed for its effectiveness. The system may be modified from time to time to better meet the needs of the employees and the City. Any changes will be consistent with sound personnel practices. All discipline will be for just cause and consistent with due process. Employees have the right to Union representation any time they believe a meeting may lead to disciplinary action.

The City-wide and Fire Department standards shall be in writing. The Union will provide input as the standards are developed and/or modified. If the Union refuses to participate or provide input, the City and the Fire Department maintain the right to change the process. The City recognizes that members of the Fire Department are protected by the "Firefighter Bill of Rights" and any disciplinary action will conform to the guidelines of that law.

ARTICLE 12
DRUG AND ALCOHOL POLICY

Section 1. Voluntary use of controlled substances which cause intoxication or impairment on the job poses risks to the employer, the affected employee and their coworkers.

Section 2. All bargaining unit employees will be fully informed of the employer's for cause drug testing policy before testing is administered. Bargaining unit employees will be provided with information concerning the impact of the use of drugs on job performance. Fire Assistant Chiefs and other management personnel will be trained to recognize the symptoms of drug abuse, impairment and intoxication. The City will permit five employees selected by the Union to attend such training class on City time.

Section 3. City's Drug and Alcohol Program Policy

A. The City's Drug and Alcohol Program Policy delineates drug and alcohol test procedures. Revisions governing testing standards and job classification specifications shall be made as revisions to laws or regulations of state or federal government or agencies deem permissible. Union representatives will be furnished with copies of the policies upon such revision. Whenever the City or the Union proposes to amend or change any policy affecting drug and alcohol testing, the City or the Union shall provide notice and a copy of the proposed amendments or changes to the other party a reasonable period of time in advance of the proposed effective date of the change. The Union and the City shall have the right to bargain such proposed amendments or changes in accordance with the law and the terms of this agreement.

B. References to CDL and "safety-sensitive" employees and positions shall not apply to IAFF bargaining unit members. As such, IAFF bargaining unit members shall not be subject to the following provisions of the City Drug and Alcohol Program Policy or agreed to by the parties:

Section II, B.
Section II, C.
Section II, E. 2.
Section II, E. 4.

ARTICLE 13
RETIREMENT

Section 1. The City and the Union agree that prior to retiring an employee may use his/her vacation leave balance at 100% value and sick leave balance at 50% value to advance the employee's date of retirement.

Section 2. The employee will be considered a regular employee for service credit to the pension plan. The City and the employee will continue to contribute to the pension plan.

Section 3. During the period of "retirement advancement", the employee will not be eligible to receive or accrue any benefits except retirement credit, and Educational Incentive Pay. The benefits that will stop include, but are not limited to, vacation and sick leave accrual, insurance premium payments, workers' compensation, holidays and holiday pay, allowances, reimbursements and special payments of any kind.

ARTICLE 14
SENIORITY AND LAYOFFS

Section 1. Seniority

A. Definition -- Seniority is hereby defined as the length of continuous service in City employment except as applied to vacation preference, promotions, layoffs, and assignments.

B. How Measured

1. In the event an employee transfers from the Fire Department to another position within the City and, at a later date, transfers back to the Fire Department, the seniority date for the purpose of layoff, promotions and transfers, shall be the date the employee transfers back into the Department.

2. Any employee who transfers from another City department to the Fire Department shall retain full City seniority with regards to vacation and sick leave accrual. However, for purposes of layoff, departmental seniority shall prevail. In regards to pay and pensions, the applicable civil service rules or City Pension ordinance shall apply.

3. In the event two or more employees have the same seniority date, the employee whose first letter of his/her last name is closest to the letter "A" shall have more seniority.

4. The seniority list on the date of this agreement shall reflect names, job titles, and seniority dates (departmental and City) of all employees.
5. The City will maintain a current seniority list at all times and will provide the Union with copies of such list in December and June of each year.

6. Emergency, provisional, seasonal and temporary part-time employees shall not accumulate seniority during any period of such employment.

C. Continuous service shall mean employment by the City in a position in the classified service without interruption or break, except that the following shall not be considered as breaks in employment:

1. Leaves of absence or time off with or without compensation granted pursuant to this Contract. The length of any such leave shall not be deducted from the length of continuous service in computing seniority.

2. Layoffs for lack of work, lack of funds, abolition of position, or because of material changes in duties or organization, not exceeding one year in length, followed by reinstatement or by appointment from the reemployment list. The length of any such layoff shall not be deducted from the length of continuous service in computing seniority.

3. Disability retirement if and when followed by reinstatement. The length of any such disability retirement shall not be deducted from the length of continuous service in computing seniority.

4. Suspensions of less than three months in accordance with this Agreement. The length of any such suspension of more than three months shall be deducted from the length of continuous service in computing seniority.
5. Dismissals subsequently withdrawn or modified by the Appointing Authority, arbitration award, grievance decision, or the Civil Service Board in accordance with this Agreement.

6. Resignations subsequently withdrawn, in accordance with this Agreement, within six months after acceptance, followed by reinstatement or appointment from the reemployment list; provided, however, that the actual length of separation from the service shall be deducted from the length of continuous service in computing seniority.

D. Uses -- In addition to the circumstances and conditions wherein, by the provisions of this Agreement and/or these Rules, seniority has been determined to be the controlling factor, it shall also be given reasonable consideration in determining the order of layoff, the order of names on a reemployment list and in promotions in accordance with the rules governing those procedures.

E. Transfer -- In the event of a transfer or appointment from certification to another department, an employee shall retain all accumulated seniority.

Section 2. Layoffs

A. In the event of layoffs, all probationary status employees in the class involved shall be laid off before any permanent status employees in the class involved. The order of layoff of probationary employees shall be determined by management evaluations of the performance and potential of the employees.

B. In the event further layoffs are required, such layoffs shall be accomplished by class groups of Firefighter, Firefighter/Driver-Operator, Fire Medic, Fire Lieutenant, Fire Medic Lieutenant, and Fire Prevention Inspector. Notwithstanding anything to the contrary contained in this Agreement, Management shall determine the number of employees to be laid off and the class or classes involved. An employee who is designated to be laid off shall have the opportunity to revert to the position he/she held prior to his/her current classification. If this movement requires further reduction in the work force, the same procedure shall be utilized for subsequent positions in accordance with this section, and the process continued through the ranks thereafter. Within the involved classes, layoffs shall be accomplished by the following groupings:

1. Group A -- Employees with one through three years of service in the Clearwater-Fire Department.

2. Group B -- Employees with four through six years of service in the Clearwater Fire Department.

3. Group C -- Employees with seven through nine years of service in the Clearwater Fire Department.

4. Group D -- Employees with 10 through 12 years of service in the Clearwater Fire Department.

5. Group E -- Employees with 13 through 15 years of service in the Clearwater Fire Department.

6. Group F -- Employees with 16 through 18 years of service in the Clearwater Fire Department.

7. Group G -- Employees with 19 or more years of service in the Clearwater Fire Department.

All employees in Group A must be laid off before any employees listed in Group B; all employees in Group B must be laid off before any employees listed in Group C; etc. Within each group, employees shall be ranked by management and employees laid off by the rank order established. Management rating of employees can be based upon performance evaluations by management of the preceding 3-year period (if available), disciplinary actions, and physical ability to perform the job. When other qualifications are substantially equal, Fire Department seniority will govern. Management will provide a list of the rank order within Groups prior to the layoff.

Section 3. No new employee shall be hired until the employee on layoff has been given an opportunity to return to work at his/her original seniority date and position; provided, that after one year of layoff the employee shall cease to accrue seniority and that such reemployment rights shall cease after two years from the date of layoff.

Section 4. The Fire Chief shall give written notice to the Human Resources Director and to the affected employee(s) including the President of the Union, on any such proposed layoff. Such notice shall state the reason thereof and shall be submitted 30 days before the effective date of proposed layoff.

ARTICLE 15
DURATION, MODIFICATION, AND TERMINATION

Section 1. Amendments

This Agreement may be amended at any time by the mutual written consent of the parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed or ratified as required by each party hereto.

Section 2. Severability and Waiver

A. In the event that any clause or clauses in this Agreement shall be finally determined to be in violation of any law, such clause or clauses only shall be deemed of no force and effect and unenforceable, without impairing the validity and enforceability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

B. The exercise or non-exercise by the City or the Union of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in some other way in the future.

C. In the event of invalidation of any article or section, both the City and the Union agree to meet within 30 days of such determination for the purpose of arriving at a mutually satisfactory replacement for such articles or sections.

Section 3. Duration

This Agreement shall be effective as of October 1, 2015, and shall continue in full force and effect until September 30, 2018, At least 120 days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as herein above set forth, will automatically extend the provisions and terms of this Agreement for a period of one year, and each year thereafter absent notification.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 18th day of Sept., **2015.**

ATTEST:

Rosemarie Call, City Clerk

Approved as to form and correctness:

Pamela K. Akin, City Attorney

WITNESSES:

CITY OF CLEARWATER, FLORIDA

William B. Horne II, City Manager

Countersigned:

George N. Cretekos, Mayor

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, Local 1158

Sean Becker, President, Local 1158

Adam Siegel, Vice President, Local 1158

David Hogan, Secretary/Treasurer, Local 1158

APPENDIX A - WAGES

FIREFIGHTER
PAY RANGE F-02 (80/106 HOURS)

Step	4.5% GWI October, 2015 Biweekly	Step October, 2016 Biweekly	4.5% GWI October, 2017 Biweekly
1	$1,528.881	$1,528.881	$1,597.681
2	$1,606.888	$1,606.888	$1,679.198
3	$1,684.731	$1,684.731	$1,760.544
4	$1,772.617	$1,772.617	$1,852.385
5	$1,860.043	$1,860.043	$1,943.744
6	$1,952.564	$1,952.564	$2,040.429
7	$2,001.290	$2,001.290	$2,091.348
8	$2,049.913	$2,049.913	$2,142.159
9	$2,108.414	$2,108.414	$2,203.293
10	$2,161.138	$2,161.138	$2,258.390
11	$2,216.381	$2,216.381	$2,316.118
12	$2,271.743	$2,271.743	$2,373.972
13	$2,328.489	$2,328.489	$2,433.271

FIREFIGHTER/DRIVER-OPERATOR
PAY RANGE F-04 (80/106 HOURS)

Step	4.5% GWI October, 2015 Biweekly	Step October, 2016 Biweekly	4.5% GWI October, 2017 Biweekly
1	$1,605.332	$1,605.332	$1,677.572
2	$1,687.234	$1,687.234	$1,763.160
3	$1,768.973	$1,768.973	$1,848.577
4	$1,861.257	$1,861.257	$1,945.013
5	$1,953.037	$1,953.037	$2,040.924
6	$2,050.194	$2,050.194	$2,142.453
7	$2,101.349	$2,101.349	$2,195.909
8	$2,152.385	$2,152.385	$2,249.243
9	$2,213.864	$2,213.864	$2,313.488
10	$2,269.181	$2,269.181	$2,371.294
11	$2,327.193	$2,327.193	$2,431.917
12	$2,385.339	$2,385.339	$2,492.679
13	$2,444.937	$2,444.937	$2,554.959

FIRE MEDIC
PAY RANGE F-10 (80/106 HOURS)

	4.5% GWI	Step	4.5% GWI
Step	October, 2015 Biweekly	October, 2016 Biweekly	October, 2017 Biweekly
1	$1,834.657	$1,834.657	$1,917.217
2	$1,928.274	$1,928.274	$2,015.046
3	$2,021.683	$2,021.683	$2,112.659
4	$2,127.134	$2,127.134	$2,222.855
5	$2,232.036	$2,232.036	$2,332.478
6	$2,343.100	$2,343.100	$2,448.540
7	$2,401.527	$2,401.527	$2,509.596
8	$2,459.909	$2,459.909	$2,570.605
9	$2,530.140	$2,530.140	$2,643.997
10	$2,593.366	$2,593.366	$2,710.068
11	$2,659.643	$2,659.643	$2,779.327
12	$2,726.098	$2,726.098	$2,848.772
13	$2,794.212	$2,794.212	$2,919.952

FIRE LIEUTENANT
PAY RANGE F-12 (80/106 HOURS)

	4.5% GWI	Step	4.5% GWI
Step	October, 2015 Biweekly	October, 2016 Biweekly	October, 2017 Biweekly
4	$2,233.491	$2,233.491	$2,333.998
5	$2,343.681	$2,343.681	$2,449.147
6	$2,460.255	$2,460.255	$2,570.966
7	$2,521.603	$2,521.603	$2,635.075
8	$2,582.905	$2,582.905	$2,699.135
9	$2,656.648	$2,656.648	$2,776.197
10	$2,723.035	$2,723.035	$2,845.571
11	$2,792.626	$2,792.626	$2,918.294
12	$2,862.402	$2,862.402	$2,991.210
13	$2,933.922	$2,933.922	$3,065.949

FIRE PREVENTION INSPECTOR
PAY RANGE F-12 (80 HOURS)

	4.5% GWI	Step	4.5% GWI
Step	October, 2015 Biweekly	October, 2016 Biweekly	October, 2017 Biweekly
4	$2,233.491	$2,233.491	$2,333.998
5	$2,343.681	$2,343.681	$2,449.147
6	$2,460.255	$2,460.255	$2,570.966
7	$2,521.603	$2,521.603	$2,635.075
8	$2,582.905	$2,582.905	$2,699.135
9	$2,656.648	$2,656.648	$2,776.197
10	$2,723.035	$2,723.035	$2,845.571
11	$2,792.626	$2,792.626	$2,918.294
12	$2,862.402	$2,862.402	$2,991.210
13	$2,933.922	$2,933.922	$3,065.949

FIRE MEDIC LIEUTENANT
PAY RANGE F-13 (80/106 HOURS)

	4.5% GWI	Step	4.5% GWI
Step	October, 2015 Biweekly	October, 2016 Biweekly	October, 2017 Biweekly
4	$2,480.659	$2,480.659	$2,592.288
5	$2,603.853	$2,603.853	$2,721.026
6	$2,743.825	$2,743.825	$2,867.297
7	$2,805.437	$2,805.437	$2,931.682
8	$2,878.245	$2,878.245	$3,007.766
9	$2,950.920	$2,950.920	$3,083.712
10	$3,024.646	$3,024.646	$3,160.755
11	$3,100.283	$3,100.283	$3,239.796
12	$3,177.801	$3,177.801	$3,320.802
13	$3,257.259	$3,257.259	$3,403.835