

**CITY OF CLEARWATER 3-YEAR PROPOSAL**

**IAFF Local 1158 Bargaining Unit**

**February 22, 2008**

The City hereby submits the attached 3-year package proposal contingent on the following conditions to resolve all outstanding items for a new collective bargaining agreement with IAFF Local 1158 for the years 2007-2010:

- The proposal incorporates all Articles and Sections of the bargaining agreement for which the parties have previously reached Tentative Agreement.
- The proposal includes all Articles and Sections of the bargaining agreement proposed by the City in its 3-year package proposal presented to the IAFF on October 23, 2007, with the exception of the proposals attached to this cover letter, which replace the corresponding proposals in the aforementioned package proposal.
- The proposal is a one-time offer contingent on ratification by the IAFF Local 1158 City of Clearwater bargaining unit.
- The proposal does not necessarily reflect what the City's position would be for a bargaining agreement of lesser duration or at impasse, or if the bargaining unit fails to ratify this package proposal.

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**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, and Fire Prevention Inspector, Fire Inspector I, and Fire Inspector II shall be included in the bargaining unit. All others shall be excluded. Duane Anderson, who is allocated to the job classification of Fire Prevention Inspector, as of the effective date of this Agreement shall be the only bargaining unit member permitted to maintain that classification and title.

**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 Union Clarification Petition to the Public Employees Relations Commission and shall negotiate appropriate wage rates, hours, and terms and conditions of employment for such classification. Employees shall be entitled to such wage rates, hours, and terms and conditions of employment upon allocation to the new job classification, whether or not the unit clarification has been executed.

**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 as may be otherwise specifically provided herein. However, the parties agree that the City Employees Pension Plan may be separately negotiated at any time upon mutual agreement of both parties.

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**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.

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**ARTICLE 3  
RIGHTS OF PARTIES**

**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.

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**ARTICLE 3  
RIGHTS OF PARTIES**

**Section 3. Union Rights**

- A. Stewards: There shall be one (1) Union Official or designee for all bargaining unit members on each shift for 53-hour schedule bargaining unit personnel and one Union Official or designee for all bargaining unit inspection personnel ~~in addition to the Union Official for Fire District Chiefs. An employee working in the classification of Fire Inspector shall be represented by the "on duty" 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 or Union Officer 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.

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~~

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~~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. Union Notification Media Bulletin Boards: The City agrees to provide a 2 feet x 4 feet space on bulletin boards at each Fire Station, utilization of e-mail, or other appropriate means for posting or distribution by the Union of notices of meetings or other official Union information, ~~provided,~~ The Fire Assistant Chief or his/her designee shall first review and approve or not approve any such posting or transmission of Union official information for distribution in any City facility, and if found to be outside of the scope of this Section, such posting notice or transmission shall be modified to the mutual agreement of the parties prior to posting or distribution. No other City bulletin board, e-mail, or other distribution methods may be used by the Union or any member of the bargaining unit for any purpose not approved by the Fire Chief or his/her designee. Such approval shall not be unreasonably withheld The Assistant District Chief will continue to include the Union notices in the intra-departmental mail which he/she delivers to the stations.
- E. With the prior approval of the Fire Chief or his/her designee, the Union shall be permitted to arrange for the placement of a ballot box at each Fire station, and/or to provide for the transport of a ballot box by off-duty Union members to each Fire station for the purpose of Union voting which requires a vote of the entire Union membership. Such voting and attendant procedures shall not interfere with or disrupt operations.
- F. When a personnel record of a member of the bargaining unit is furnished to the public pursuant to a request therefore, such information shall be released in accordance with Florida Statutes governing public records. The employee shall be notified whenever his/her personnel file is accessed by the general public. The employee shall be informed at the earliest opportunity.
- G. The City shall permit one Union officer or member to make a presentation to all new bargaining unit members at the City new employee orientation. Any on-duty Union officer or member desiring to be released from duty to make such presentation must receive permission from his/her Assistant Chief prior to the day of 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.

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**ARTICLE 5  
LABOR-MANAGEMENT COOPERATION**

A. The City and Union agree to maintain a ~~single~~ cooperative Labor/Management committee ~~for both 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.

Committee meetings shall be held quarterly, or may be scheduled as needed. Agenda topics will be submitted by the parties no later than two weeks prior to the next meeting date. Items may be admitted with shorter notice upon the mutual agreement of the parties. The final agenda will be distributed to all Committee members no later than one week prior to the meeting. Fire administration shall provide for staff to record and transcribe each meeting. The parties will each review and approve the transcription, which shall then be made available to all members of the department.

B. The City and the Union agree that they will conform to and comply with all applicable laws relating to safety, health, sanitation, and working conditions. The City and Union will cooperate in eliminating safety and health hazards, and will encourage employees to work in a safe manner. In order to effect such cooperation, the City and Union agree to utilize a joint Health and Safety Committee.

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## 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. All employees and supervisory personnel should make every effort to settle differences at the lowest possible step outlined in this Article.

**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 certified permanent employee relating to suspension, demotion, or dismissal shall be initiated at Step 3 ~~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 written grievance may be submitted at Step 1 to the Office of the Fire Chief. Receipt by this office shall be for the purpose of establishing the date and time of submission only, and is not intended to modify the provisions for processing the grievance described herein. 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 along with the original grievance and form 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.

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## 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 and form along with copies of any responses to the Office of 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 provide the grievant with ~~of~~ his/her decision in writing along with the original grievance, form, and prior responses 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 written grievance and original form along with the copies of any responses may be submitted to the Human Resources Department 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~~ Human Resources Department City Manager or designee shall arrange a meeting between with the grievant and the City Manager or his/her designee within 10 work days following receipt of the written grievance 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 within 10 work days of the date of written notification from the Fire Chief 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 of 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/designee, 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

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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)

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**ARTICLE 7  
PERSONNEL PRACTICES**

**Section 1. Work Schedule**

A. Hours and Days of Work: Shifts for 53-hour schedule employees 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.					

The City and Union agree that any reference in this Agreement to a 53-hour schedule shall be specifically understood to refer to the above work schedule, and shall refer only to the average number of hours worked in a week by a bargaining unit member assigned to such schedule over the course of a year. It is further understood by the parties that the above shift schedule is representative of regularly scheduled workdays only, and does not include changes that may be made to an individual employee's schedule or additional work hours that may be scheduled outside of the established shift schedule due to staffing or training and development needs in order to fulfill operational or readiness requirements.

An individual's work schedule will not be changed arbitrarily, and the employee will be given reasonable notice consistent with the City's planning of its needs. Any schedule change or additional hours whereby a 53-hour schedule employee is required to perform work involving the staffing of Fire or Rescue apparatus, or is required to perform work not involving the staffing of such apparatus with less than five days notice, on a shift outside of his/her assigned work shift in accordance with the above schedule shall be paid in accordance with the recall, call-in, or holdover provisions outlined in Article 7, Section 5 (to be modified) of this Agreement, as applicable. Schedule changes or additional hours whereby a 53-hour schedule employee is required to perform work not staffing apparatus on a shift outside of his/her assigned work shift in accordance with the above schedule, when scheduled at least five days in advance, shall not be subject to call-in provisions or any minimum guarantee provisions of this Agreement, and any hours worked as a result of such changes shall be paid at the employee's regular rate of pay subject to the work cycle established by the City in accordance with the Fair Labor Standards Act 7(k) exemption.

No 53-hour schedule employee shall be scheduled or permitted to work more than 48 consecutive hours, except that at least a 12 hour period of non-work time shall be required between any two non-consecutive work periods of 12 hours or more, not including out-of-area deployments or emergency situations, the scheduled work hours for which shall be dictated by provisions governing such situations.