

# Union Proposal

## Package 3

### AGREEMENT

Between

**CITY OF CLEARWATER**

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO  
Local 1158**

**FISCAL YEARS**

**2007-2008**

**2008-2009**

**2009-2010**

**Original language in black**

**Added language by Local 1158 in Red**

**~~Deleted Language in Yellow Highlight strikethrough~~**

## Clearwater Firefighters Local 1158 Package Proposal #3 for 9-28-07

Clearwater Firefighters, Local 1158, IAFF hereby submit to the City of Clearwater a package proposal consisting of the following articles and sections of articles. It is the desire of the Clearwater Firefighters to achieve a timely conclusion to the negotiations which will be acceptable to both the City and the Firefighters. This package has been prepared and is submitted as one unit.

Package Articles/Sections	Versions
<b>Article 1 – Recognition and General Provisions .....</b>	<b>U-4 - New</b>
<b>Article 3 – Rights of Parties</b>	
Section 1 – Management Rights .....	U-2
Section 2 – Emergency Conditions.....	U-2
Section 3 – Union Rights .....	U-3
<del>Section 5 – Savings Plans – Withdrawn</del>	
Article 5 – Labor Management Committee .....	U-3
<b>Article 6 – Grievance .....</b>	<b>U-3 New</b>
<b>Article 7 – Personnel Practices</b>	
Section 1 – Shift and Inspection Schedules .....	U-4 corrected C.7
Section 2 – Work Schedule Adjustments.....	U-2
Section 3 – Scheduling Overtime.....	U-2
Section 4 – Exchange of Duty.....	U-3
Section 5 – Call In, Holdover, and Court Time .....	U-2
Section 7 – State EOC/FEMA Deployment.....	U-2
Section 8 – Pay Plan Administration .....	U-3
<u>Section 9 – Promotional Practices .....</u>	<u>U-3 New</u>
Section 11 – Appointments .....	U-2
Section 13 – Light Duty .....	U-3
Section 15 – EMS Classifications.....	U-2 (spelling correction)
Section 16 – Firefighter Driver Operator.....	U-3
Section 17 – Work Rules and Prevailing Rights.....	U-3
Section 22 – Physical Examinations .....	U-4
Section 25 – Station Assignments.....	U-2
Section 26 – Station Bids .....	U-1
<b>Article 8 – Leaves of Absence</b>	
Section 1 – Holidays .....	U-3
<u>Section 2 – Vacation.....</u>	<u>U-3 New</u>
Section 3 – Sick Leave.....	U-4
Section 4 – Funeral Leave.....	U-2
Section 5 – Absence without Leave.....	U-2

Article 8 Leaves (cont.)

Section 6 – Time Off from Duty ..... U-3

Section 7 – Right to Contribute Work ..... U-1

~~Section 9 – Jury Duty~~ – ~~Withdrawn~~ placed in Art 7 section 5

Section 10 – Administrative Leave ..... U-1

Article 9 Wages

Section 1 – Pay Schedule ..... U-3

Section 2 – Pay Schedule Format ..... U-3

Section 4 – Rates of Pay ..... U-1

Section 5 – Annual Personal Resource Allowance... U-3

Section 7 – Special Teams ..... U-1

Section 8 – EMS Wages..... U-4

Section 9 – Training and Tuition Refund ..... U-3 New

Section 10 – Clothing and Equipment ..... U-2

Section 11 – Stand-By..... U-2

Article 10 – Insurance ..... U-2

Article 11 – Performance and Discipline ..... U-2 New

Article 12 – Drug and Alcohol Policy ..... U-2

Article 15 – Duration, Modification, and Termination..... U-1

These articles as attached constitute the package for consideration by the City. It is the intent that the package be either approved in the whole or rejected by the City no later than October 5, 2007 at 5:00PM. The City's response should be communicated to John Lee, President of Local 1158, in writing prior to that date and time.

Sincerely,

John Lee, President  
Clearwater Firefighters, Local 1158, IAFF

Article-Section	City TA	Date	Union TA	Date
Art 1 - Union 4				

**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 Training Lieutenant, Fire Prevention Inspector, and Fire Inspector I and Fire Inspector II shall be included in the bargaining unit. All others shall be excluded. Duanne 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 Union 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. 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.

Article-Section	City TA	Date	Union TA	Date
Art 3 Sec 1- Union 2				

**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 re-determine, 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.

Article-Section	City TA	Date	Union TA	Date
Art 3 Sec 2- Union 2				

**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.

Article-Section	City TA	Date	Union TA	Date
Art 3 Sec 3- Union 3				

**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 53-hour schedule shift 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 Official~~ 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. (Such permission shall not be arbitrarily withheld.)

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~~ Union Notification Media:** 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, t~~ The Assistant Fire 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 ~~District~~ Assistant 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.

Article-Section	City TA	Date	Union TA	Date
Art 5 - Union 3				

**ARTICLE 5  
LABOR-MANAGEMENT COOPERATION**

**A. Labor Management Committee**

The City and Union agree to maintain a ~~single~~ cooperative Labor/Management committee for ~~both~~ the IAFF Local 1158 bargaining unit. 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 shall meet at least quarterly. An agenda for each meeting will be published at least 72 hours prior to the meeting. The meetings will be held in a location that permits attendance by observers. At the conclusion of each meeting any decisions will be published, after review and approval by both parties. Minutes of the meeting will be posted on the City's Intranet and be available to all members of the bargaining unit. Any subjects which are discussed and not brought to conclusion at any meeting shall be automatically posted to the next meeting's agenda. At the end of each year a summary of all accomplishments of the committee will also be posted on the City's Intranet.

**B. Health and Safety Committee**

The City and the Union agree that they will conform to and comply with the laws as to safety, health, sanitation and working conditions required by Federal, State and Local law. The City and the Union will cooperate in eliminating safety and health hazards. In order to effect such cooperation, the City and the Union agree to the formation of the Fire Department Health and Safety Committee. Safety equipment now provided (or similar equipment) will continue to be provided or replaced as needed by the City. The Union will cooperate and encourage the employees to work in a safe manner.

Article-Section	City TA	Date	Union TA	Date
Art 6 - Union 3				

**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 ~~permanent~~ certified employee relating to suspension, demotion, 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 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 grievance and

the original 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.

## 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 original form along with the 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 of with his/her decision in writing along with the grievance, original 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 ~~City Manager or his/her designee~~ Human Resources Department 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~~ The human Resources Department shall arrange a meeting with between the grievant and the City Manager or his/her designee within 10 work days ~~of the request~~ following receipt of the written grievance. 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 the 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 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 or his/her designee, the aggrieved party shall notify the City Manager or his/her designee 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