



Clearwater Fire & Rescue

Office of the Fire Chief

MEMORANDUM

To: PAC Committee

From: Scott Ehlers / Fire Chief

CC:

Date: 02/12/2024


Subject: Off Duty

To the committee,

The following is our (City) response to the various concerns regarding the IAFF's request for a "letter of support/ recommendation" having to do with off duty work. The IAFF President David Sowers provided a timeline of events as well as contract language and invoices for you to consider earlier this year. The City would like to provide the following (items attached in order):

- 1) The most significant item of concern for the city is the impact it could have on the members of the IAFF with the State of Florida 175/185 funds. Those funds are regulated through State Statute 175.032 and 185.02. Because Police have predominantly worked 'off duty' events, it specifically states in 185.02 that 'the total cash remuneration including "overtime" paid by the primary employer to a police officer for services rendered, but not including any payments for extra duty or special detail work performed on behalf of a second party'. If allowed for Fire, State Statue prohibits it for Police and the City will not violate any State Statue. Additionally, violating 175 could result in the firefighters forfeiting the 175 monies from the State thus a significant financial impact to our firefighters.

- 2) The city has worked diligently through numerous months to provide a policy similar to Clearwater Place Department regarding 'off duty' pay and compensation. The IAFF has continually refused the policy provided.
- 3) Similar locations that provide EMS service for events include Raymond James Stadium and Amalie Arena in which the City of Tampa and Hillsborough County provide services at a 'flat off duty rate' / no pensionable for all events including concerts, football games, etc..
- 4) The IAFF presented the argument that the costs would be picked up by the promoter which by itself is not false, but with the continued increase in salaries and those at the higher range the impact and sustainability for the promoter to maintain would not be financially profitable. Making off-duty pay pensionable could have a significant financial impact on the City's cost, depending on the level and definition of off-duty that would be considered pensionable. If only for off-duty on City property it would limit the exposure. If it was broad for all off-duty, and brought Police off-duty into play, it could be very significant.
- 5) The IAFF grieved the Cities initial plan to fulfill Ruth Eckerd's requests before going to another agency (Sunstar). The response from ACM Slaughter provides a clear outline of why it was denied but also a summation of the various concerns presented by the IAFF similar to those present to the PAC.

| CLEARWATER FIRE AND RESCUE DEPARTMENT STANDARD OPERATING PROCEDURE | | |
|--|---|---------------------|
|  | SUBJECT: Extra Duty Assignments | |
| | S.O.P. XXXP PAGE 1 OF 3 | |
| | CATEGORY: Operations | SUBCATEGORY: |
| | APPROVED BY: | |
| | EFFECTIVE DATE: xx/xx/xx REVISION DATE: REVIEWED DATE: | |
| SIGNATURE ON FILE, APPROVED TO FORM THIS DATE BY SCOTT EHLERS, FIRE CHIEF, FIRE & RESCUE DEPARTMENT | | |
| FORMS REQUIRED: • | | |
| NOTE: Current forms are located on the Department's Share Drive. | | |

PURPOSE:

To provide minimum guidance for members who provide services for extra duty assignments to the extent permitted by existing resources and in accordance with these procedures. The intent is to provide supplementary services to the community by assigning available EMT's, Paramedics, or Fire Inspectors which do not fall within the scope of on-duty personnel. Employees shall not be assigned to any extra duty assignments when the duties required do not fall within Clearwater Fire & Rescue's goals and objectives.

DEFINITION:

Extra Duty Assignments – Any assignment outside of the employees normally assigned work schedule for a planned event that may result in the need to provide Fire & Rescue services.

All extra duty assignments will have an approved application on file with the Fire Chief, Deputy Chief, or designee prior to a staffing request being sent out to the employees. Examples include Philadelphia Phillies Spring Training, Clearwater Threshers baseball games, high school football games, and any event not sponsored or co-sponsored by the City of Clearwater.

XXX.1P Duties and Responsibilities

- A. Employees are responsible for signing up their availability to work extra duty assignments utilizing the department's current staffing software such as Telestaff or department procedures.
- B. In the event the department determines in a particular circumstance that the extra duty assignment process will not meet the operational need, assignments will be made by the department to meet the needs.
- C. The total number of allowable hours to be worked by employees on extra duty assignments shall be at the discretion of the Fire Chief, Deputy Chief, or designee.
- D. Employees working extra duty assignments shall follow special event responsibilities as outlined in SOP 515.5.

XXX.2P Late or Failure to Report

| | | |
|--|--|--------------------|
| SUBJECT: Extra Duty Assignments | EFFECTIVE DATE: xx/xx/xx REVISION DATE: | S.O.P. XXXP |
| CATEGORY: Operations | SUBCATEGORY: | PAGE 2 OF 3 |

- A. Employees who fail to properly report for an extra duty assignment after having accepted the assignment, who are late, or who perform the assignment in an unacceptable fashion will be ineligible for signing up for future extra duty assignments according to the timelines below:

| Documented Issue | Suspension of Extra Duty Assignments Sign Ups |
|---|--|
| Late to Extra Duty | 1-month |
| Fail to report (first occurrence) | 3-months |
| Fail to report (second occurrence within 12 months) | 6 months |

- B. Employees who arrive late to an extra duty assignment but within 30 minutes of start time shall be considered "Late to Extra Duty". Employees who fail to report within 30 minutes of the schedule start time shall be considered "Fail to Report".

- C. Employees who are late or fail to report will have the issue documented based on SDP 107P.

XXX.3P Rates for Extra Duty Assignments

- A. The hourly rate of pay for extra duty assignments and billing rates shall be set by the Fire Chief, taking into consideration the prevailing rates of other area fire department agencies and the current pay scale for Paramedics. The Fire Chief, or his designee, shall conduct an annual review of the rate of pay to ensure that it is consistent with the prevailing rates. The rates are published by The Office of Special Events Clearwater Park & Recreation in the Customer Guide to Special Events.

B. Extra Duty Rates

| Billing Type | Pay Rate per Hour | Notes |
|-----------------------|--------------------------|----------------|
| Firefighter/EMT | \$50.00 | 4-hour minimum |
| Firefighter/Paramedic | \$55.00 | 4-hour minimum |
| Premium EMT | \$60.00 | 4-hour minimum |
| Premium Paramedic | \$65.00 | 4-hour minimum |

- C. The premium/holiday charge will be applied on the following:

- | | |
|---------------------|-----------------------------|
| 1. New Year's Day | January 1 st |
| 2. Easter | Observed Holiday |
| 3. Memorial Day | Federal Holiday |
| 4. Independence Day | July 4 th |
| 5. Labor Day | First Monday in September |
| 6. Thanksgiving | Fourth Thursday in November |
| 7. Christmas Eve | December 24 th |
| 8. Christmas | December 25 th |
| 9. New Year's Eve | December 31 st |

REFERENCES:

| | | |
|--|--|---------------------|
| SUBJECT: Extra Duty Assignments | EFFECTIVE DATE: xx/xx/xx REVISION DATE: | S.O.P. XXXP |
| CATEGORY: Operations | SUBCATEGORY: | PAGE 3 OF 3. |

- Clearwater Fire & Rescue Department, SOP 515
- Clearwater Fire & Rescue Department, SOP 107P
- Pinellas County Medical Operations Manual
- Rules and Regulations of Pinellas County EMS 2020
- City of Clearwater Customer Guide to Special Events
- Clearwater Fire & Rescue Extra Duty Application (Conditions of Approval)

Draft



Fire

175.032 (3) “Compensation” or “salary” means, for noncollectively bargained service earned before July 1, 2011, or for service earned under collective bargaining agreements in place before July 1, 2011, the **fixed monthly remuneration** paid a firefighter. If remuneration is based on actual services rendered, as in the case of a volunteer firefighter, the term means the total cash remuneration received yearly for such services, prorated on a monthly basis. For noncollectively bargained service earned on or after July 1, 2011, or for service earned under collective bargaining agreements entered into on or after July 1, 2011, the term has the same meaning except that when calculating retirement benefits, **up to 300 hours per year in overtime** compensation may be included as specified in the plan or collective bargaining agreement, but payments for accrued unused sick or annual leave may not be included.

Police

185.02 (4) “Compensation” or “salary” means, for noncollectively bargained service earned before July 1, 2011, or for service earned under collective bargaining agreements in place before July 1, 2011, the **total cash remuneration** including “overtime” paid by the primary employer to a police officer for services rendered, but not including any payments for **extra duty or special detail work performed on behalf of a second party employer**. A local law plan may limit the amount of overtime payments which can be used for retirement benefit calculation purposes; however, such overtime limit may not be less than 300 hours per officer per calendar year. For noncollectively bargained service earned on or after July 1, 2011, or for service earned under collective bargaining agreements entered into on or after July 1, 2011, the term has the same meaning except that when calculating retirement benefits, **up to 300 hours** per year in overtime compensation may be included as specified in the plan or collective bargaining agreement, but payments for accrued unused sick or annual leave may not be included.

RE: Extra Duty

Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>

Fri 23-Jun-23 11:07

To: Kohler, Owen <Owen.Kohler@MyClearwater.com>; Sowers, David <David.Sowers@myclearwater.com>; Ehlers, Scott <Scott.Ehlers@MyClearwater.com>

Cc: Pettingill, Marvin L. <Marvin.Pettingill@myClearwater.com>; Smaha, Chris <Chris.Smaha@MyClearwater.com>; Ryals, Chrystal <Chrystal.Ryals@MyClearwater.com>

David – I wanted to follow up from our conversation on Saturday evening. The Union and City have been discussing this topic at length for years, and during that time, the City has provided several options in writing of which the Union has not accepted, the most recent being within the last few weeks. At this juncture, it doesn't seem apparent there is a path forward on this topic, however, as I stated to you Saturday night, if the Union wants to propose something, we will review/consider it and respond. Otherwise, as a result of the last exchange of emails, we will consider this matter closed.

Jennifer Poirrier
City Manager
City of Clearwater
727-562-4885

From: Kohler, Owen <Owen.Kohler@MyClearwater.com>

Sent: Friday, June 16, 2023 8:29 AM

To: Sowers, David <David.Sowers@myclearwater.com>; Kirkpatrick, Billie <Billie.Kirkpatrick@myClearwater.com>; Ehlers, Scott <Scott.Ehlers@MyClearwater.com>

Cc: Pettingill, Marvin L. <Marvin.Pettingill@myClearwater.com>; Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>; Smaha, Chris <Chris.Smaha@MyClearwater.com>; Ryals, Chrystal <Chrystal.Ryals@MyClearwater.com>

Subject: RE: Extra Duty

Dave,

Since 2019, Jennifer, Chief Ehlers, and I have had multiple discussions with the Union regarding extra/off duty and special events. Even though some discussions occurred before you became president, most of the discussions regarding extra/off duty and special events have occurred directly with you. All of the questions that you are asking in your email have previously been answered multiple times by Jennifer, Chief Ehlers, and myself. In addition, the email and attached policy that Chief Ehlers emailed you yesterday contains many of these answers.

Owen Kohler
Lead Assistant City Attorney
City of Clearwater
City Attorney's Office
600 Cleveland Street, Suite 600
Clearwater, FL 33755
Office 727.562.4010
Direct 727.562.4018

From: Sowers, David <David.Sowers@myclearwater.com>

Sent: Thursday, June 15, 2023 5:44 PM

To: Kirkpatrick, Billie <Billie.Kirkpatrick@myClearwater.com>; Ehlers, Scott <Scott.Ehlers@MyClearwater.com>

Cc: Pettingill, Marvin L. <Marvin.Pettingill@myClearwater.com>; Poirrier, Jennifer

<Jennifer.Poirrier@MyClearwater.com>; Kohler, Owen <Owen.Kohler@MyClearwater.com>; Wing, Mark <mark.wing@myclearwater.com>; Smaha, Chris <Chris.Smaha@MyClearwater.com>; Ryals, Chrystal <Chrystal.Ryals@MyClearwater.com>

Subject: Re: Extra Duty

Thank you, Billie

Just a few follow up questions.

- I'm unable to find in our CBA where it defines co-sponsored by the city or parks and recreation vs. non-co-sponsored. Was this bargained somewhere else?
- Are the members entering into employment with a 3rd party ex. The Sound/Ruth Eckerd Hall?
- Would they have to fill out outside employment forms?
- What is the job function they would be performing?
- What would their rates of pay be when entering employment with the 3rd party?
- Who negotiates the wages and terms of employment?
- Are the employees covered by the 3rd party insurance and workers comp?
- How would they receive payment for service rendered?
- Would employers have to follow city policies, wear city uniforms and use city and county equipment?
- Would employees be subject to discipline by the city while working for the 3rd party?

I just want to make sure I understand everything, so that I can represent the EMT/Paramedic Firefighters of the City of Clearwater to the best of my ability and don't wave their rights. Thank you again

From: Kirkpatrick, Billie <Billie.Kirkpatrick@myClearwater.com>

Date: Thursday, June 15, 2023 at 3:09 PM

To: Sowers, David <David.Sowers@myclearwater.com>, Ehlers, Scott <Scott.Ehlers@MyClearwater.com>

Cc: Pettingill, Marvin L. <Marvin.Pettingill@myClearwater.com>, Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>, Kohler, Owen <Owen.Kohler@MyClearwater.com>, Wing, Mark <mark.wing@myclearwater.com>, Smaha, Chris <Chris.Smaha@MyClearwater.com>, Ryals, Chrystal <Chrystal.Ryals@MyClearwater.com>

Subject: RE: Extra Duty

Hi Dave –

After reviewing your response, I want to clarify a few things...

Article 7, Section 3(E) involves Special Event Extra Pay. This Extra Pay is for the City co-sponsored special events handled through the Parks and Recreation Special Events division. These special events are approved by the City Council per City Council policy. We are not changing Section 3(E). These special events will continue to be paid in accordance with Section 3(E). There is no violation of the CBA.

The extra duty events listed in the Chief's email (6/30, 7/1, 7/2) are not City co-sponsored special events. These extra duty events are part of the programming handled by The Sound/Ruth Eckerd Hall, and not the City. The services provided by the employee for these extra duty events are not part of the employees' regular job duties and are provided during the employees' off-duty hours. Sign-up for these extra duty events is voluntary. Because these extra duty events are not regular duties, members would receive a flat hourly rate which is non-pensionable and not considered overtime. These extra duty events are not a mandatory subject because these extra duty events are during the employees' off-duty hours and are not regular job duties.

My understanding is that discussions regarding this topic have occurred for the last few years, and that HR and FD have attempted to work with the Union to provide employees with opportunities to work extra duty events. These extra duty events are being handled in same manner that the Police Department handles extra duty. However, if the Union does not want to work these extra duty events, then that is entirely your decision.

Please advise if you would like to reconsider using this policy for the days offered by Chief Ehlers (6/30, 7/1, 7/2).

Billie Kirkpatrick
Human Resources Director
City of Clearwater, FL
(727) 562-4846



From: Sowers, David <David.Sowers@myclearwater.com>
Sent: Thursday, June 15, 2023 11:18 AM
To: Ehlers, Scott <Scott.Ehlers@MyClearwater.com>
Cc: Pettingill, Marvin L. <Marvin.Pettingill@myClearwater.com>; Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>; Kirkpatrick, Billie <Billie.Kirkpatrick@myClearwater.com>; Kohler, Owen <Owen.Kohler@MyClearwater.com>; Wing, Mark <mark.wing@myclearwater.com>; Smaha, Chris <Chris.Smaha@MyClearwater.com>
Subject: Re: Extra Duty

Chief,

Thank you for getting back to us in a timely manner. But unfortunately, your proposed policy would violate our CBA Article 7 section 3 E. This policy would result in a change in wages and terms and conditions of employment which is a mandatory subject of bargaining. If the City wishes to bargain changes in wages and terms in conditions of employment, the Union is more than willing to sit down and enter in to bargaining. Just to be clear we reject your policy currently. We are more than willing to work the events you mentioned under our current CBA language and policies. Thank you

From: Ehlers, Scott <Scott.Ehlers@MyClearwater.com>
Date: Thursday, June 15, 2023 at 7:17 AM
To: Sowers, David <David.Sowers@myclearwater.com>
Cc: Pettingill, Marvin L. <Marvin.Pettingill@myClearwater.com>, Poirrier, Jennifer <Jennifer.Poirrier@MyClearwater.com>, Kirkpatrick, Billie <Billie.Kirkpatrick@myClearwater.com>, Kohler, Owen <Owen.Kohler@MyClearwater.com>, Wing, Mark <mark.wing@myclearwater.com>, Smaha, Chris <Chris.Smaha@MyClearwater.com>
Subject: Extra Duty

Dave,

After numerous discussions at all levels, we feel the policy is all that is needed for our members to work at extra duty events just like Clearwater Police Department. We would like to provide an opportunity for our members to work extra duty on Friday 6/30, Saturday 7/1, and Sunday 7/2 for the Ruth Eckerd events at the Sound per the attached policy. I need to provide costs to Ruth Eckerd as soon as possible so I need your answer by close of business today.

Scott Ehlers, CFO, EFO ;

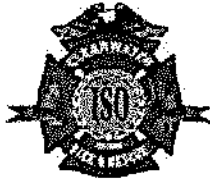
Fire Chief

City of Clearwater Fire & Rescue

Office Phone (727)562-4334 ext.3173



CLEARWATER
BRIGHT AND BEAUTIFUL • BAY TO BEACH





Interoffice Memorandum

To: Firefighter Chris Smaha

From: Daniel Slaughter, Assistant City Manager

CC: Jennifer Poirrier, City Manager; Scott Ehlers, Fire Chief; Tiffany Makras, Human Resources Director; Owen Kohler, Assistant City Attorney; David Sowers, IAFF President; Chrystal Ryals; Robert Green

Date: 1/17/2024

I have been assigned as the City Manager's designee to review and evaluate Grievance No. IAFF-2023-04 at Step Three, alleging the City of Clearwater violated the Collective Bargaining Agreement between the City of Clearwater and the International Association of Fire Fighters, AFL-CIO Local 1158, Article 7 Section 18 Subcontracting, to wit:

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.

The Union alleges the city violated the Collective Bargaining Agreement by hiring a third party or non-union members to work emergency medical services details associated with special events.

Step Three Meeting

On December 5, 2023, the following persons attended the Step Three meeting:

Daniel Slaughter, Assistant City Manager
Scott Ehlers, Fire Chief
Owen Kohler, Assistant City Attorney
Tiffany Makras, Human Resources Director
David Sowers, Fire Medic / IAFF President
Chris Smaha, Firefighter / IAFF

Chrystal Ryals, Human Resources Assistant Director
Robert Green, Human Resources Analyst

After proper introductions, Chris Smaha identified himself as the representative for the IAFF on this matter and was given the floor to describe in detail the basis of the grievance. Mr. Smaha indicated the City had contracted with outside entities or used non-union labor positions not in the IAFF to work special event details which he believed the union employees had exclusive rights to. The specific events he used as explanations were events held at The Sound Amphitheater in the month of July on the 15th, 21st, and the 29th. Mr. Smaha stated Clearwater Fire Department employees did work events on July 4th but had not been offered the opportunity to work other events the venue. He additionally stated there was a similar issue at Baycare Ballpark, which they had grieved in the past. He indicated the issue has been an unresolved issue for some time. Mr. Smaha stated there is a specific provision in the Collective Bargaining Agreement that governs special events.

Mr. Smaha provided documentation associated with the details in question, specifically, Incident Action Plans (IAP), payroll documents, and invoices billed to Ruth Eckerd Hall. Mr. Smaha stated that IAPs make references to Clearwater Command staff being in charge of the operation, Clearwater Fire & Rescue equipment being used, Clearwater Fire and Rescue SOP being in place, and non-union employees, specifically Clearwater Lifeguards and Sunstar personnel being used in place of Clearwater Fire and Rescue personnel.

Review Material

Based on the information provided, I reviewed the following documentation:

- Collective Bargaining Agreement between the City of Clearwater and the International Association of Fire Fighters.
- Clearwater Fire & Rescue Invoices billed to Ruth Eckerd Hall, Invoice Numbers CFR-2023-07-13; CFR-2023-08-07.
- Payroll records for police personnel
- Invoice records for Sunstar
- Detail Check History – June 1, 2023, through August 31, 2023.
- Incident Action Plan for July 15, 2023 – Gutfield at The Sound
- Incident Action Plan for July 21, 2023 – Big Big Love Tour at The Sound

- Incident Action Plan for July 29, 2023 – The Celebration Tour at The Sound
- Various email correspondences (attached)
- Grievance form and responses

Findings

After evaluating the information provided by Mr. Smaha and the supporting documentation, the question is whether a private entity hosting a special event is obligated to use City of Clearwater Fire and EMS personnel and pay the labor rate established in the applicable collective bargaining agreement.

Some of the information provided by Mr. Smaha in support of the IAFF's argument is not applicable. Private entities are not obligated to hire Clearwater Fire and EMS personnel, only the City of Clearwater is obligated to use such personnel. For events that are either sponsored or co-sponsored by the City of Clearwater, the City of Clearwater is obligated to abide by its contractual commitment and pay rates established in the applicable Collective Bargaining Agreement.

For special events that are private and not sponsored by the City of Clearwater, the private event promoter is responsible for contracting the services deemed necessary by the proper authority. Therefore, Article 7, Section 18 – Subcontracting, would not apply. The proper authority that designates the required level of service may be City of Clearwater staff, but this would not obligate the private entity to obtain those services from the City of Clearwater, only that they meet the obligation. This is a common past and current process.

Many special events held in the City of Clearwater have private entities contracting for medical services from Sunstar. Mr. Smaha provides some examples of Sunstar providing services at Baycare Ballpark and The Sound. However there has been no objection for years when Sunstar is used by race events, both private and public, such as the Turkey Trot.

The comparison to Police, indicating the Police received overtime pay at The Sound is not accurate. Police personnel did receive overtime pay at The Sound at the only event that was City Sponsored on July 4th. On July 4th, Fire Personnel were also assigned to work by the Fire Department and compensated as required in the Collective Bargaining Agreement. All other events at The Sound were covered with police personnel that received payment through the extra-duty program, which is paid for by the private promoter. There were other details police personnel were assigned as part of its deployment operations designed to

provide additional coverage in Coachman Park during grand opening week; but those details were not associated with The Sound.

Additionally, there is no exclusive requirement to use the Clearwater Police Department for a non-city sponsored event. Should a private promoter choose to hire another agency, such as the Pinellas County Sheriff's Office or Florida Highway Patrol, this would not be subcontracting since the Collective Bargaining Agreement only binds the two parties of the Agreement, and can't create an obligation for a third party that is not a party to the Agreement.

It is important to note, the City of Clearwater did attempt to establish a system similar to the police department that would provide the ability of Clearwater Fire and Rescue personnel to volunteer to be hired by Ruth Eckerd Hall with the City of Clearwater assisting with scheduling and consolidating the billing. Documentation provided indicates that offer was rejected by Union leadership because the union believe Ruth Eckerd should be required to pay the overtime rate of pay and the City incur pension costs for a private event.

Invoices provided do show the City of Clearwater served as a pass through for some expenses and provided a consolidated bill to Ruth Eckerd Hall for on-duty services and extra duty services. The services included costs associated with Ruth Eckerd hiring off-duty lifeguards to perform an EMT function, services from Sunstar, the costs of inspectors that were required by the City to perform their duties, and the costs associated with command personnel being hired by Ruth Eckerd.

Although Mr. Smaha may interpret this as a representation of the City of Clearwater billing for city services, it is not. These details were first offered to union personnel first, but the union refused to work them at the rate that was established. These are voluntary assignments, not part of their regular duties, paid for by a private entity for a private event. With respect to the inspectors, they are required to perform those duties as part of their regular assignment. Therefore, they would be properly compensated consistent with the Collective Bargaining Agreement. The invoices simply reflect the City consolidating the expenses and assisting as a fiscal and scheduling agent, reflective of the program used by the police department.

The instance described by Mr. Smaha in which a Largo fire professional was used to provide coverage at The Sound is also determined to not be a violation of the Collective Bargaining Agreement based on the same analysis in the previous paragraph. If an EMS professional wishes to work for Ruth Eckerd Hall and is authorized through his employer to do

so, the mere fact the City acted as the fiscal agent to process the transaction does not constitute subcontracting.

Conclusion

Based on the information provided and my review, I find the City of Clearwater did not subcontract in violation of the applicable Collective Bargaining Agreement. The details were offered to the IAFF members prior to extending the opportunity to any other qualified personnel. The labor was purchased by a private entity for a private event, and the private entity was not required to obtain labor exclusively from the City of Clearwater.

This grievance is denied at Step Three

| Position Desc | Job Class | Min Pay | Mid Pay | Max Pay | Mac Overtime | With City's Pension Est. Cost |
|-----------------------------------|------------------|----------------|----------------|----------------|---------------------|--------------------------------------|
| FIRE MEDIC LT 106HR | 5510 | 27.65 | 32.55 | 37.45 | 56.17 | 61.7 |
| FIRE LIEUTENANT 106HR | 5520 | 25.40 | 29.97 | 34.54 | 51.81 | 56.99 |
| FIRE MEDIC 106HR | 5515 | 21.84 | 26.74 | 31.64 | 47.46 | 52.20 |
| FIREFIGHTER DRIVER-OPERATOR 106HR | 5530 | 20.03 | 24.93 | 29.83 | 29.83 | 32.81 |
| FIREFIGHTER 106HR | 5540 | 17.49 | 22.39 | 27.29 | 42.93 | 47.22 |

The last Cost we have from Sunstar is \$174.87 an hour.

TIMELINE

- In late 2019 the city wanted to change the way IAFF members work and get paid for special events, at that time former human resources manager Poirrier and Fire Chief Ehlers met with former president Becker and VP Thibault.
- Former President Becker informed them he was not interested in the changes and if they wanted the changes they needed to be bargained.
- The City then stated the reason they wanted to change was because they now believe due to the pension ordinance, they are unable to pay special events per our contract.
- The Union filed a grievance and over the course of that time several drafts of MOUs went back and forth, and no agreement was made.
- In late 2020 the city stated if we won the grievance the city would not offer these special events period because they believe they would be violating the pension ordinance.
- In 2021 I took over as President and I chose to dismiss the pending Arbitron due to the above being stated
- I then attempted to negotiate in good faith the changes the city wanted, but the city stance was they do not want the language in the contract.
- Since 2019 we have worked all our normal special events excluding events at Bay Care ballpark and the High school football games within the city.
- This year with the opening of Coachman Park the City again tried to force changes to our Special events agreement.
- Unable to do so the city paid us for several Special events at Coachman Park per our contract.
- The city then started subcontracting out the Events at Coachman Park to other Fire departments and other workers within the city.
- IAFF has filed a grievance for this action.
- According to the City Ruth Eckard has entered into an agreement with Sunstar paramedics directly, without including the City in the negotiations.

- We have been willing to compromise and work with the city on this issue without a positive outcome, according to the city manager it was recommended changing the pension ordinance then we would be able to work the events per our contract.
- One more note the whole time we have been prevented from working these event a group within our bargain unit has been working them per our special event language in the contract.
- I have attached some emails, MOUs, Pension ordinance, Contract language and proof of payments from the city.

Employees Pension Plan (Ch 2, Art V, Div 3, Sec 2.412 Definitions)

https://library.municode.com/fl/clearwater/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVEMBE_DIV3EMPEPL_S2.412DE

Compensation shall mean the total compensation for services rendered to the city as a participant reportable on the participant's W-2 form, including indemnity benefits received pursuant to the workers' compensation law, plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding overtime pay in excess of 300 hours annually for pensionable earnings accrued on or after the effective date by hazardous duty employees who are not eligible to retire as of the effective date, overtime pay and any additional pay or pay differential over and above the base rate of pay for pensionable earnings accrued on or after the effective date by non-hazardous duty employees who are not eligible to retire as of the effective date, lump sum leave pay paid upon retirement, lump sum payments of accrued sick leave paid upon retirement, pay for off-duty employment, clothing, car, or meal allowances, relocation expense payments, benefits under this plan, any amount contributed to any pension, employee welfare, life insurance or health insurance plan or arrangement, or any other fringe benefits, welfare benefits, or employer paid deferred compensation. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code shall be disregarded. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a participant before the first plan year beginning after December 31, 1995.

IAFF Contract

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:

1. 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.

2. 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 District Commander 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.



CLEARWATER FIRE & RESCUE

1140 Court St.
Clearwater, FL 33756
727-562-4334

Invoice No. CFR 2023-08-07

| Bill To: | |
|----------|--------------------------|
| Name: | Ruth Eckerd Hall |
| Address: | 1111 McMullen Booth Road |
| City: | Clearwater, FL 33759 |
| Phone: | 727-712-2732 |

| Description | QTY | Unit Price | Total |
|--------------------------------|-------------------|-----------------|-------------------|
| 15 July 2023 | | | |
| EMT Lifeguards on Mobile Unit | 2x for 5.5 hours | \$60.00 an hour | \$660.00 |
| EMT Lifeguard in Medical Tent | 1x for 5 hours | \$60.00 an hour | \$300.00 |
| Incident Commander | 1x for 5.5 hours | \$75.00 an hour | \$412.50 |
| SAMP Paramedic in Medical Tent | 1x for 5.5 hours | \$75.00 an hour | \$412.50 |
| Fire Inspectors | 2x for 5.5 hours | \$65.00 an hour | <u>\$715.00</u> |
| | | | \$2,500.00 |
| 21 July 2023 | | | |
| EMT Lifeguard on Mobile Unit | 1x for 7.5 hours | \$60.00 an hour | \$450.00 |
| EMT Lifeguard on Mobile Unit | 1x for 6.25 hours | \$60.00 an hour | \$375.00 |
| EMT Lifeguards in Medical Tent | 2x for 6.75 hours | \$60.00 an hour | \$810.00 |
| Incident Commander | 1x for 7.5 hours | \$75.00 an hour | \$562.50 |
| Fire Inspectors | 2x for 7.5 hours | \$65.00 an hour | <u>\$975.00</u> |
| | | | \$3,172.50 |
| 24 July 2023 | | | |
| EMT Lifeguard in Medical Tent | 1x for 7.75 hours | \$60.00 an hour | \$465.00 |
| EMT Lifeguard in Medical Tent | 1x for 8.75 hours | \$60.00 an hour | \$525.00 |
| EMT Lifeguards on Mobile Unit | 2x for 9 hours | \$60.00 an hour | \$1,080.00 |
| Incident Commander | 1x for 8.5 hours | \$75.00 an hour | \$637.50 |
| Fire Inspectors | 3x for 8 hours | \$65.00 an hour | <u>\$1,560.00</u> |
| | | | \$4,267.50 |
| 29 July 2023 | | | |
| EMT Lifeguards on Mobile Unit | 2x for 6.5 hours | \$60.00 an hour | \$780.00 |
| EMT Lifeguards in Medical Tent | 2x for 6.5 hours | \$60.00 an hour | \$780.00 |
| Incident Commander | 1x for 6.5 hours | \$75.00 an hour | \$487.50 |
| Fire Inspectors | 2x for 5.5 hours | \$65.00 an hour | <u>\$715.00</u> |
| | | | \$2,762.50 |



CLEARWATER FIRE & RESCUE

1140 Court St.
Clearwater, FL 33756
727-562-4334

| Previous Sunstar Payments | | | |
|---|--|--------------------|---|
| 30 June 2023 <ul style="list-style-type: none">• Original Invoice – 7 hours x \$175• Updated Invoice balance – 6 hours x \$174.87 | | - \$175.78 | (\$175.78) (\$175.78) (\$175.78) <u>(\$4,200.00)</u> |
| 1 July 2023 <ul style="list-style-type: none">• Original Invoice – 7 hours x \$175• Updated Invoice balance – 6 hours x \$174.87 | | - \$175.78 | (\$4,727.34) |
| 2 July 2023 <ul style="list-style-type: none">• Original Invoice – 7 hours x \$175• Updated Invoice balance – 6 hours x \$174.87 | | - \$175.78 | |
| 7 July 2023 <ul style="list-style-type: none">• Original Invoice – 2 units 12 hours X \$175• No invoice received from Sunstar as of 7 August 2023 | | - \$4,200.00 | |
| | | Grand Total | \$7,975.16 |

Invoice Notes:

- Sunstar provided a quote of \$175 per hour for their units but must have rounded up. Actual hourly rate on invoices received was \$174.87. They also only invoiced us for 6 hours on 30 June, 1 July, and 2 July.
- Sunstar has not yet invoiced us for 7 July and 15 July. When those invoices are received, a follow-on invoice will be sent.