ARTICLE 35

STAFFING

1. Management reserves all rights to determine staffing and deployment of fire personnel, as per the Charter of the City of Key West

2. The Employer agrees to use every reasonable effort to have four {4) combat personnel on duty per fire truck at the three {3) fire stations and two {2) combat personnel on the ladder truck or fourteen {14) combat personnel on duty per shift {City-wide) and one (1) Shift Commander.

3. Starting in 2015 when the Fire Department commences ALS Rescue Services, and while the Fire Department continues to provide ALS Rescue Services, the City agrees to use every reasonable effort to have nineteen (19) combat personnel on duty per shift (City-wide) and one (1) Shift Commander. The five (5) additional personnel will be used to staff the three (3) Rescue Units. Each Rescue Unit will be staffed with one EMT-P, which shall include a Rescue Lieutenant (Equivalent to Driver/Engineer) who will be assigned to the Rescue Unit at Station 1. A second employee with EMT-B certification will be assigned to the Rescue Units at Station 2 and Station 3.

<u>4.</u> It is agreed that Article 30 of this Agreement applies only to line functions (duties primarily involving fire suppression) and that staff functions, i.e., fire prevention, public education, etc. are exempt from the work hours as described in Article 30. Changes in hours and days of work for staff functions shall be recommended by the Fire Chief or designee, and shall be negotiated.

The assignment of fire department personnel from a line function to a staff function or from staff to line on a temporary basis, not to exceed 90 days unless mutually agreed upon, shall not be construed by the Union to be a violation of Article 12. The assignment of personnel to a staff function shall not in any way result in a reduction of gross pay. It further agrees that nothing contained in this section shall be used for the purpose of punishment, discrimination or injustice against the members of the Union.