



FIRE CHIEF  
SALVATORE A. D'ANGELO III

# Pinellas Suncoast Fire & Rescue

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## MINUTES APRIL 19, 2016 WORKSHOP AND REGULAR MEETING

Held at the Indian Shores Municipal Center  
19305 Gulf Blvd., Indian Shores, FL 33785

### WORKSHOP MEETING CALLED TO ORDER AT 7:00 p.m. PLEDGE OF ALLEGIANCE

**ROLL CALL:** Commissioners answering roll call were Chair Joe Bruni, Vice Chair Laura Martin, Secretary/Treasurer David Gardella, and Commissioner Lou Snelling. A quorum was present with Chair Joe Bruni presiding. Commissioner Larry Schear was excused, but did arrive late. Attorney Jeff Albinson, Fire Chief Sal D'Angelo, and Finance Director David Martin were also present.

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**ADDITIONS OR DELETIONS:** None.

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### DISCUSSION ITEMS:

#### 1. 16-05 Requesting Referendum for Ad Valorem and Proposed Final Ballot Question (Resolution 2016-02) First Reading

**Discussion:** Attorney Jeff Albinson read Resolution 2016-02 in its entirety. Attorney Albinson stated that language had been added to the ballot question since the last meeting to clarify exactly what the District is attempting to do and to ensure that the public is educated on what they are authorizing, which is that the District shall levy and collect a reduced ad valorem tax, and that the law allows the District to tax at a rate of 3 mills, but, through its budgeting process, the District does not believe the 3 mills is necessary, therefore they would like to lower the cap to 2 mills, with the first fiscal year having a cap of ½ mill. Attorney Albinson stated that he approves the final question. He continued that Beth Rawlins has worked very diligently on this and assured the Board that she wanted to attend the meeting, but is out of state due to a family emergency. He also added that Chris Lyon confirmed that BOCC approval is not required, only the Supervisor of Elections, but they opted to keep it on the resolution language to ensure all involved parties are apprised of what is going on. The word "reduced" will be added to the final version.

Secretary/Treasurer Gardella asked for clarification regarding the actual value of a mill. Chief D'Angelo stated that one mill is one-tenth of one percent (1/10 of 1%); it is equal to .001. One-half mill is .005. Finance Director David Martin said that one way to figure it out is to take the value of your home, divide by 1,000, then multiply by .05. Attorney Albinson read a definition that clarified that one mill is "\$1 per \$1,000 of the assessed value."

Commissioner Snelling asked if the ballot question was limited to 69 words. Attorney Albinson clarified that the question was previously 69 words, but the limit is 75 words, and the question is now 74 words. Attorney Albinson also discussed that the second reading of this resolution and vote will take place at the regular May meeting.

**Deviation from agenda:** Secretary/Treasurer Gardella recognized Larry Pumfrey and Debbie Shrader, who were in the audience, for the two paintings they did of the 9/11 memorial in front of Station 27. He thanked them for the art and for the donation of the pieces to the District.

**Note:** Commissioner Schear arrived at 7:15 p.m.

2. **16-06 Authorizing Participation in Negotiation In Re: Dispute with Pinellas County EMS Authority (Resolution 2016-03) First Reading**

**Discussion:** Attorney Jeff Albinson read Resolution 2016-03 in its entirety. He added that it should include a signature line for the Secretary/Treasurer. He explained that, in order to participate in the intergovernmental dispute resolution process, the Board must adopt a resolution to authorize the Fire Chief, or his designee, and legal counsel to participate in the process. This does not mean that the lawsuit is not filed, but it is held in abeyance while the dispute resolution process is in progress. The second reading of this resolution, and vote, will be done at the regular May meeting.

3. **16-07 "Class Grievance Step 4 (Fire Commission Referral) – Consideration of Grievance: In Re: Pay Raise related "Class Grievance" filed by W. Newton as President of Union. The "Class Grievance" asserts (in general) that the Union Contract limits the authority of the District (through the Chief) to single step pay increases for members of the bargaining unit. The Fire Chief has considered the "Class Grievance" and determined that there is no merit to the grievance in that the Contract does not limit the employer to a single step pay increase for members of the bargaining unit. Mr. Newton will present argument to the Fire Commission that the Contract does carry the single-step pay increase limitation."**

**Discussion:** Will Newton set up a display, which included a "Timeline of Events" and a letter written by Chief Sal D'Angelo to Firefighter Ryan Olding, dated February 1, 2016. Michael Carpenter provided a binder of information to each of the Commissioners.

**BEGIN VERBATIM TRANSCRIPTION:**

**Attorney Robert McKee:** Good evening Mr. Chairman, members of the Commission. My name is Robert McKee. I am an attorney and I represent IAFF Local 4966 regarding a class-wide grievance that's before you tonight at Step 4 of the grievance procedure. We have provided, um, binders containing documents that I will be referring to during my presentation. I understand that I have 15 minutes to present, is that correct?

**Chairman Joe Bruni:** That is correct.

**Attorney McKee:** And, I would like to reserve three of those minutes for rebuttal. This matter has its genesis in a grievance that was filed, as you can see on the chart, by Firefighter/Paramedic Ryan Olding, and Mr. Olding maintained in his grievance that he was entitled to be placed at a higher step on the pay scale that was negotiated for his rank by the District and the Union. Mr. Olding's grievance was denied by District Chief Norton at Step 1 of the grievance procedure, and Mr. Olding decided that he wanted to have the matter heard at Step 2, and on January 22, 2016, the grievance was denied by then-Deputy Chief Carpenter. Mr. Olding appealed the denial of his grievance to Step 3 of the grievance procedure, and at Step 3 it was heard and considered by Chief D'Angelo. By letter dated February 5, 2016, and it's in your binder, and I'll put it up here for you to review, Chief D'Angelo ruled that Mr. Olding was not entitled to a step increase; that Article 9 of the Collective Bargaining Agreement limits the step increases that can be given to an employee and limits when such step increases can be given. After the Chief denied the grievance at Step 3, he notified the Commission and Mr. Olding that the grievance would proceed to Step 4 of the grievance procedure at your February 16 Workshop and, as you know, that never occurred. On February 7, just days after Chief D'Angelo denied the grievance, he met with Firefighter/Paramedic Olding. We don't know what was discussed at that meeting, but we do know what happened immediately thereafter. A number of letters were written to the Chief complaining about Matt and Mike Carpenter, and on February 10, 2016, well, Firefighter/Paramedic, at that point Acting Lieutenant Olding, was on-duty, he made a telephone call to one of the lieutenants in this department, that is, can only be characterized as disturbing. I don't know if any of you have heard it, but we have a transcript of that telephone call as part of your packet. Four days later, four days after the letters were submitted to the Chief and Acting Lieutenant Olding made this call, the Chief signed off on the pay increase that he had denied at Step 3 of the grievance procedure. No explanation was given and not only did he grant the pay increase, he granted a two-step increase, to be followed shortly thereafter, as you can see from Chief D'Angelo's letter, by yet another step increase on the anniversary date. This is the only step increase that the Collective Bargaining Agreement allows. The only one.



So, the Chief did a complete about-face without explanation, and, if you would care to look at the Collective Bargaining Agreement, and you have a copy of it in your documents [Will Newton's voice: "Tab 4"], tab 4, and if you'll take a look at Article 9, Article 9 provides that employees in the Bargaining Unit are entitled to a step increase which will be paid on the next payday after their anniversary date. The only proviso that's in there is that if you get a less than satisfactory performance evaluation, you don't get your pay increase. There is nothing in this provision, nothing in the Contract, that allows the Chief unilaterally, and for any reason that the Chief sees fit, to grant step increases. It's a violation of the Contract for the Chief to have done so, especially doing a two-step increase, which you will see came out to over a 15% increase, and over \$7,000 in additional pay, to be followed by another \$2,500 step increase, the appropriate one, on the anniversary date. So, it is our position, that the Chief overstepped his authority, in fact, by dealing directly with a member of the Bargaining Unit with respect to a pay issue, the Chief, in our view, violated Florida law. He committed an unfair labor practice. The negotiation of salary occurs between the Commission and the Union, not between the Chief and individual members of the Bargaining Unit. So, we wanted to give you an opportunity this evening to address this matter, because it is a Contract violation. You're not the last step in the process, however, and the Union is committed to see this through. It's an important issue for the Union. Over \$7,000 of taxpayer money was given away by the Chief, and I'm sure there are pressing financial needs in this District and you folks should have had a, a say in how that \$7,000 was spent, and you were preempted, and the Union was preempted, and the members of the Union were preempted. So, what we're asking you to do, is to decide, tonight, that the Chief overstepped his power. That the Chief violated the Collective Bargaining Agreement and that this two-step pay increase should be rolled back and voided. And, if the Chief is interested in spending that money, he can come to you and you folks can decide how it's to be spent, but it should not, and cannot be spent, in the manner that the Chief has decided to spend it. And, it appears to me, if you really want to drill down on it, that there's a connection here. Now, I'm anxious to hear the Chief's explanation for why he did an about-face in ten days. 'Can't do it, Article 9 doesn't allow me. Oh, by the way, gettin' all these letters, and you're makin' a phone call for me, and you're beating the drum to do things that I want you to do, and I've changed my mind and I'm going to give you not one step, but two steps.' That's what's going on here. That's what's going on. It appears to me that this was a political accommodation that was made and violation of this Collective Bargaining Agreement. If the Chief wants to pay Firefighter Olding to do his dirty work for him, he should pay it out of his pocket, not out of the taxpayers' pocket. So, I don't know how much time I have left, but I'm anxious to hear what everybody else has to say, and I'll come back, ah, with a rebuttal. I appreciate your attention.

**Attorney Jeff Albinston:** Folks, I'm gonna, ah, catch you up. You know, it's interesting, I've been doing this job since 1995 and this is the first time we've ever brought a grievance to Step 4 in front of the Board of Commissioners, so there's really not a normal way of conducting it. Um, what I do want to say is, however, I'm going to show you what the Contract says, and then you folks can decide how you want to answer this class grievance. Despite the hatchet job and the attack on the Chief, this has nothing to do with the Chief, and this has nothing to do with Mr. Olding. And, the Contract prevents you, in a class grievance setting, from making a determination as to an individual, and I'll read it for you. The attorney might have read it to you, but he did not, and so I'm going to read it to you. This is the Article 20, Section 1, sixth paragraph down in the Collective Bargaining Agreement of the Contract. It says, "A grievance may be submitted under this procedure as a general or class grievance, when the grievance is general in nature, in that it applies to a number of employees having the same issue to be decided. A Union Class Grievance shall be presented directly at Step 3 to the Fire Chief's office, within the time limits provided for the submission of a grievance at Step 1. A decision on a specific class action grievance applies to all employees in the Bargaining Unit, no individual..." Mr. Newton, or anyone else, "...may file a separate grievance on the same set of circumstances pertaining to this specific grievance." So, you recall that I've, I've gave you a letter last time, or I really gave Mr. Newton a letter, and I gave you guys copies, and I've, I've drafted a memorandum to try to catch you up. Despite the attempt to attack Chief D'Angelo, there's a different forum for that, this is not the right setting for it, in the, the attempt to ask you to rescind a raise that was given to a specific firefighter, the class grievance process doesn't allow you to do that. Now, examine the Contract, because, this is what a contract is. A contract is a piece of paper that sets down certain rules between the parties to the contract, right? We all recognize and understand and agree to that. So, the entire Contract applies, not just specific sections. As I pointed out to you in the memorandum that I provided, and as I pointed out to Mr. Newton previously, in Article 1 of the Contract, "the employer," that's the District, "specifically reserves all of its rights it normally has, except as they were modified by the Union agreement." Okay? So, we would all agree, all these folks sitting out here would agree, that if you're an employer, you can give your employee a raise whenever you please, for any reason you want. And, so, we have that right, as the employer, unless we've decided in this Contract to limit or abrogate that right. I know Mr. Newton and his attorney will agree that there's no abrogation of the right to a raise.

There's discussion of a step pay increase and an annual review, and what happens if it's a negative annual review, but I will ask counsel, in his three minutes he wanted for rebuttal, to point to you the specific sentence that says that the employer does not have the right to give more than a one-step increase. So, what the Union is standing here telling you today, is they want you to interpret, to add a sentence to this Contract, to say, 'Chief can't give an employee a better raise. You're only going to get one step. I don't care how good of an employee you were, I don't care what you did special, I don't care what your meritorious circumstances were, you're only gonna get a one-step increase.' So, I, I recognize that's an unusual position, and I'm not going to presume to step into the shoes as to why it might happen, or speculate, as counsel has asked you to speculate about why the Chief gave a raise. This has nothing to do with why the Chief gave Mr. Olding a raise. This is a question, on a class basis, of, does the contract disallow a more than one-step increase? And, I'm telling you, as general counsel, I am aware of absolutely nothing in this Agreement that would limit the Chief's ability to give an increase. In fact, in Article 9, which is the step increase, it simply says, it simply talks about step increases, and it says, "step increases shall be based on meritorious performance." We will find nothing in here that says that, that the Chief can't give a raise for any other reason. You will find nothing in here that says this is the only way to improve an employee's salary. So, what we're looking to do here then, is to examine the Contract and determine, what does the contract actually say to the class a whole? Not, 'Did Chief D'Angelo give Mr. Olding a raise for the proper reasons?' That's something somebody else can look into and that's not what's sitting before you. And, this idea about bringing in these specific things, and, and throwing into you at the last minute a transcript of a vulgar phone call. That has nothing to do with an interpretation of whether the Contract allows the step increase or not. We could read every word of this and it doesn't have anything to do with the Contract, and we can't take the Contract and say, 'We're going to change its language' or 'We're going to add words to it.' I presume that if there were different words being added, like, for example, if you make a phone call and you use the F-word more than one time, you don't get an increase. If we said that was in the Contract, I presume the Union would stand in front of you and say, 'You can't add a term to the Contract.' So, I'll ask counsel to show you the exact language that says that the Chief can't give a raise and, if he can't point that to you, then the rest of the language of the Contract applies, which is, 'The employer retains all of its normal rights.' It's really simple stuff, folks. And, if anyone has a question, feel free to ask me.

**Chairman Bruni:** Thank you.

**Vice Chair Laura Martin:** Thank you, sir.

**Chairman Bruni:** Questions?

**Robert McKee:** May I reserve some time for rebuttal?

**Chairman Bruni:** Yes, sir. Any questions for Mr. Albinson from the Board?

**Attorney Albinson:** Oh, I'm sorry I walked away...

**Chairman Bruni:** That's okay.

**Vice Chair Martin:** Not I, sir. /None from me.

**Commissioner Schear:** /No questions.

**Chairman Bruni:** Okay. Go ahead.



**Attorney McKee:** Thank you, Mr. Chair. This absolutely is a class grievance. Um, the Chief's violation of the Contract affects every member of the Bargaining Unit. It doesn't matter if the raise was given to Mr. Olding or to anyone else within the Bargaining Unit. The issue is, does the Chief have the power under the Contract to do that? And, Mr. Albinson says, 'Hey, it's fundamental. You can give an employee a raise any time you want to give an employee a raise.' That's true in the context of a non-Collective Bargaining Agreement relationship. If you're an employee at-will here, you're not covered by the Contract, your boss wants to recommend you for a raise, awesome, go and do that. But, you've limited yourselves, under the Collective Bargaining Agreement, to giving raises in the amount and in the matter that is prescribed by this Collective Bargaining Agreement. Article 9 limits, limits, the granting of step increases. It's specific. Jeff, you can look at Article 9. That's what Article 9 says.

**Attorney Albinson:** Show me the sentence where it says that it limits it. The sentence I read says the administration shall do it annually, but it doesn't say that it can do it, it can only do it annually.

**Attorney McKee:** What does "shall" mean?

**Attorney Albinson:** It says it shall do it at least once a year; /shall do annually.

**Attorney McKee:** /Shall means must. Shall means must.

**Attorney Albinson:** That's right, but it doesn't say, "and only once a year." It doesn't say, "only once a year." I'm not sure if the rest of the Union members that might want to speak up, have anything to say...

**Attorney McKee:** Oh, listen, listen. Let me, let me put it simply. If the Chief can give whatever raises he wants to give, to whomever he wants to give these raises, and for whatever reason he wants to give these raises, you might as well tear up the Union Contract. It's going to be up to the Chief who gets paid what. That's not what the legislature envisioned when it enacted the statute, the Florida Public Relations Act, Public Employees Relations Act. That's not what they envisioned. They envisioned the bargaining of an agreement to set the terms and conditions of employment for all of those who are covered under the contract. That's what was done here. You've got a pay scale, you've got a manner in which you can proceed along that pay scale, you've got a timeline that sets out when you can proceed along the pay scale. The Chief's thrown that out the window, even after recognizing just a few weeks before that he didn't have the authority. This is crazy. And, I can guarantee you, and I've been practicing law for 37 years doing this kind of work, I guarantee you, we'll take this to arbitration and we'll win. It's fundamental. It's fundamental. If you want the Chief to have all this power, they can de-certify the Union, the Chief, you guys can empower the Chief to do whatever he wants, as far as giving pay raises for however much he wants to give to whomever he wants to give it and for whatever reason he wants to give. That's not the way it is now. He's bound by the Contract. So, I appreciate your attention, I trust that you'll do the right thing, but, if you don't, we'll take it to the next step. Thank you so much.

[Chairman Bruni asked if anyone had anything to add, which they did not. Attorney Jeff Albinson then asked if any members of the public would like to come forward.]

**Chairman Bruni:** State your name.

**Firefighter/Paramedic Ryan Olding:** Firefighter/Paramedic Olding and, ah, I work for Pinellas Suncoast Fire & Rescue. Chief Polk hired me about two years ago and, ah, he never did discuss with me any pay raises when we got, when I was hired. Older firemen had explained to me, that had been with the District for a while, that people had received pay raises and I kind of let that go, because I said, well, 'If it starts with me, it starts with me.' And then, um, another fireman was hired, and he received a pay raise, and then I found a policy, and the way I read the Contract is that the Chief can follow the policies and I wasn't asking for any back pay or anything like that. I just wanted to be where I thought I deserved to be. Um, I think he was given false information. That's how he made the conclusion on that board. Once he was given the correct information, I think he changed his mind. Um, this attorney said something about being political. Anybody can tell you I'm not. I've made mistakes, like anybody. I'm furthest from political I can be. Um, if this Board decides to take it away, that's what you decide. You know, I won't have any ill will. I won't treat the department, any citizens I go, ah, to help, any differently. I'm a fireman. That's what I do. I love to help people. Um, money is, I'm still going to be okay. My family's still going to wake up tomorrow healthy, so, it is what it is.

Um, I have the respect of the guys and my administration and that's what matters to me. So, I wouldn't want that to happen, but if it does, it does, you know. Like I said, it's not going to change me or one way or the other. I thought I deserved it. The Chief thought so, also, after he had seen the correct information. I will say, them talking about that tape and having that tape given to you guys, I think is wrong. I was never asked, or told, that I was being recorded. It's illegal. That's under, with the State Attorney now, they're pursuing charges now against the people that did it. For them to bring that up in this case, I don't think has any, anything to do with it. Ah, did I mistake in calling that individual? Yes. But, he was my Union representation and I was paying for him. And, it says in the Contract that I can call and talk to him after 5 o'clock, so me being on-duty has nothing to do with it. You'll see in there that I did cuss a lot. That's me. I make mistakes, like I said. So, um, I apologize this is coming to you. Um, when I talked to my Union President back when I filed the grievance, he told me he believed I had a grievance. If he would've told me that if I won the grievance, he would've filed a grievance, I never would have filed it. My goal was not to take money away from the department. That is honestly not the goal. I'm sorry you're having to go through this. It's definitely taken time away from me and my family. Um, so, ah, the quickest way to get it over with is what I vote. That's all I got. Thank you, have a good night.

**[Commissioners]:** Thank you.

**Chairman Bruni:** Any other comments from the audience?

**Will Newton:** I would like to make a comment.

**Chairman Bruni:** Sure.

**Will Newton:** Now, you've heard from the attorneys, but I'm the Union President, and the Contract's between the Union and the District. You have before you, documentation. It was obtained by public record, all of it, including the phone conversation that was provided by the Chief.

**Attorney Albinson:** Guys, as general counsel I'm going to interrupt this gentleman for a minute. I tried to look the other way. I want the Board to understand, what Firefighter Olding just said is that a telephone conversation was recorded without his consent. If that occurred, it is potentially a third degree felony in Florida. Reliance on it can also be an improper or illegal act, so, I'm not sure why this gentleman is referencing a phone conversation. We're talking about a contract. He's already had his attorney speak to you, you know, as a member of the public, he can speak for a minute, or whatever the public limitation is, but he's already had his opportunity to make a presentation. I don't want to put this Board in the position of becoming witnesses in a, some criminal case down the line, on how a tape recording of a phone conversation was or was not used in a public proceeding. So, as general counsel, I want to make sure that we all understand that if what Firefighter Olding just testified to, and I've never talked to him before about it, it has nothing to do with me, but if what he said is that he was illegally recorded and it, and the recording or the transcript of that recording is being used, it could present a problem.

**Vice Chair Martin:** I don't want to hear anything more about this.

**Chairman Bruni:** I agree.

**Laura Martin:** At the advice of the counsel, we don't, I don't want to hear it, do any of the /rest of you...

**Attorney Albinson:** /I'm not saying not to hear if the gentleman has something to add that's not part of the presentation of his lawyer and doesn't have anything to do with the specifics of Mr. Olding. If he's talking about some general class matter, that's different, he can speak as a member of the public. I don't want to shut off a member of the public, but the Board gave his attorney, and he ceded his time to, to his attorney to make a presentation. And, so, if there's additional information that probably should have come through previously.

**Will Newton:** My only reference to that was to let you know it was public record via, obtained through public record. That's all it was.

**Vice Chair Martin:** Okay, well I don't want to hear any more.

**Will Newton:** It doesn't... that's all my reference was.

**Vice Chair Martin:** Okay, thank you.

**Will Newton:** The rest of my conversation, before I was cut off, was that this contract is binding. You have the authority today at Step 4 to make a decision. Whatever that decision is, we will abide by. We will go to the next step if needed or not. But, anyone in here that thinks they're entitled to a raise, just like Olding did, that did not get one, I'm gonna be bound to file a grievance on their behalf, because they can go the same route he did. That's why it's class. Because there are other firefighters that think they have seniority, also. So, your decision today can't stop these other guys coming to my office tomorrow. That's all I'm saying to you as Union President. If anyone in this Union comes to me tomorrow and says, 'I want a raise, too. I got three or four years under my belt and I want to get a different raise,' the grievance process that was used by Olding, we're gonna have to use again, and I think you're gonna be setting precedent, because nowhere along this grievance process did you allow the grievance because of the process, it was just denied at every step. So, someone else could take his template he has here, I think there's probably about six more guys that could ask for raises, and we could be back in here again. I'm just... I think it's incumbent upon me as president to tell you that. If this is granted, I don't know how you could refuse anyone else who asks for a raise. That's why it's class related, because we'd have to take it up if they brought it to our attention. Thank you for your time.

**Vice Chair Martin:** Thank you.

**Chairman Bruni:** Thank you. Any other remarks from the audience?

**Lieutenant Todd Best:** If I may.

**Chairman Bruni:** State your name please.

**Lieutenant Best:** Lieutenant Todd Best, Pinellas Suncoast Fire & Rescue. Um...

**Chairman Bruni:** You have three minutes.

**Lieutenant Best:** It wasn't stated before, but just sitting in the audience, something that I think the Board should know is that Mr. Olding came to our department with prior experience. Um, he filled the role as a driver/operator of Truck 28, and he also filled the role of an acting officer, which, I'm not sure how much that offsets the cost of overtime that would have been paid had he not filled that role, but I think, in the opinion of me and the guys, you know, being able to plug and play somebody in an operational need is significant and someone who has that ability should be paid accordingly for those skills. And, I'm not exactly sure why my Union President is up here trying to protect the Board from having to have similar suits with guys asking for more money. I think, I thought, his job was to get me more money if I needed it. So, I'm not exactly sure what's going on here, but I'm gonna stop paying dues tomorrow. Thank you.

**Vice Chair Martin:** Thank you.

**Chairman Bruni:** Thank you. Any other remarks from the audience? Yes, sir. State your name please.

**District Chief Ray Norton:** District Chief Ray Norton. I just wanted to state that as far as other people getting it, this policy went in place quite a few years ago and several people in our department have also started up to mid-pay grade, including Mike, Matt, and several others within this department, so this is not the first time this has happened. It's happened before him, it's happened after him. This has been a common practice, because we have wanted to attract people with prior experience that were pretty much, as was put, turn-key employees that we would be going to fill positions like driving positions and acting positions to prevent overtime. So, that's all I wanted to say.

**Chair Bruni:** Thank you. Any other remarks from the audience?



**Lieutenant Todd Grantham:** My name's Lieutenant Todd Grantham. I'm with Pinellas Suncoast Fire & Rescue. Good thing you have a time limit of three minutes, otherwise we'd be here for weeks. But, basically, I believe, also, another information that was left out, in the Contract, I believe it states that we will follow the rules and regs and that it gives the Chief the option to, which, if you dig up and find the rules and regs, where it gives him the reason to give someone a step increase when they come to the department. It helps retain employees when they show up and they have more experience and they are, ah, as Lieutenant Best stated, to plug someone in and cover a position. It reduces on overtime. Ah, it allows the guys to take their days off, where guys now are getting backed up on time and issues like that. But, I do believe in the Contract, the biggest thing is, it states we'll follow the rules and regs. That's why that was put in there, to follow the rules and regs, so it gives Chief D'Angelo 100% right to give whoever he wants to, to give a raise. And, he did give one to Mike Carpenter and Matt Carpenter. There's numerous other individuals that I could name that received pay raises in step because they came in with higher qualifications. Some of them did; Matt Carpenter didn't come in with the qualifications. He should have started out probably below Step 1, but, for some reason his brother was President and they negotiated that and, of course, got him in here at a higher step. That's all I have to say. Thank you.

**Commissioner Shear:** Thank you.

**Chairman Bruni:** Thank you. Any other remarks from the audience?

**Michael Carpenter:** Mike Carpenter. I reside at [address]. I did receive a raise when I came back. I took a, ah, hiatus, if you will, and spent six months with the City of Seminole. When I came back, I negotiated pre-employment with the Chief, I guess you could call it negotiation, but, I said, you know, I could come back, but, you know, I could come in at a higher step, come back where I left. And, I did. I came back in right where I left off. He's correct in saying that. I like how he points out my brother and my name over anybody else's, but, you know, like I stated, these guys, they work here. I reside here. I have for eleven years I've been a resident of the District. This is another, just another case of misuse of funds. Not unlike the in-service unit that if my wife calls 911 right now, is sitting downstairs, up here available. But, you know, we don't, we don't like to hang our hats on anything like that. Thank you.

**Chairman Bruni:** Thank you. Any other remarks from the audience?

**Firefighter/EMT Richard Funderburk:** Good evening. My name is Richard Funderburk, I work for Pinellas Suncoast Fire & Rescue. I, I just wanted to point out to you, that, ah, the person that we're speaking about, ah, Ryan Olding, and the Chief and whatnot. As you can see, there's a lawyer here for the Union and stuff, and, um, as of yet, I know that none of my guys have actually spoken to a lawyer from the Union. Um, it seems very one-sided as far as what the guys are concerned behind you. Um, we have spoken with the Union that we are not satisfied with the representation that we've gotten from them. We're currently pursuing to, ah, remove ourselves from that Local. We were misled in many other areas that we, ah, we don't need to go into at this time. But, we're not happy with them. They're not providing a service that we require and now they've gotten to a point where, ah, they've really just stuck up for the one section. Again, none of these guys have been able to speak to a lawyer. We don't have this man over there. We don't have a, a notepad full of strategies or anything. We came in, he got paid for previous work experience. Other guys have gotten the same thing. Um, just to be honest, it just feels like the representation that's happening here is not pro-for us, it's pro-for them, and that's all I really have to say. Thank you.

**[Commissioners]:** Thank you.

**Chairman Bruni:** Any other remarks from the audience? Okay. Chief, anything to add before I adjourn the Workshop?

**Chief Sal D'Angelo:** No, sir.

**Chairman Bruni:** Thank you. Workshop Meeting is adjourned. We'll move on to the Regular Meeting.

**END VERBATIM TRANSCRIPTION.**

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There being no further business to come before the Board, the meeting was adjourned by the Chairman at 7:58 p.m.



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REGULAR MEETING CALLED TO ORDER AT 7:58 p.m.

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ADDITIONS OR DELETIONS TO AGENDA: None.

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MONTHLY BUSINESS:

1. Approval of Minutes: • March 16, 2016, Workshop and Regular Meetings

*Discussion:* None.

**A motion to approve the minutes of the March 16, 2016, Workshop and Regular Meetings.**

**MOTION: COMMISSIONER GARDELLA SECOND: COMMISSIONER MARTIN  
All in favor, motion passed unanimously.**

2. Treasurer's Report: March, 2016

*Discussion:* Secretary/Treasurer Gardella stated that all balance sheet accounts have been reconciled as of March 31, 2016. The District's investments are doing fine. The Unassigned Fund Balance is at 21.6 percent of total operating expenditures. The projected budget deficit is just over \$160,000.

**A motion to approve the March, 2016, Treasurer's Report.**

**MOTION: COMMISSIONER SCHEAR SECOND: COMMISSIONER SNELLING  
All in favor, motion passed unanimously.**

3. Correspondence: Secretary/Treasurer David Gardella read the correspondence.

The only correspondence was an e-mail sent by Pamela Utegaard, thanking the crews for allowing her young son to visit the station and see the fire truck.

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REPORTS:

1. **COMMISSION:** Commissioner Schear stated that he wishes for the Board to approve for him to attend the FASD class discussed previously in West Palm Beach at the end of the month.

**A motion to approve Commissioner Schear to attend the FASD class in West Palm Beach in April 2016.**

**MOTION: COMMISSIONER MARTIN SECOND: COMMISSIONER SNELLING  
All in favor, motion passed unanimously.**

2. **ATTORNEY:** Attorney Albinson stated that he did not have anything to report.

3. **CHIEF'S REPORT:** Chief D'Angelo stated that he feels, with these resolutions, the department is on the right path to allow it to move forward.

The Chief discussed that he has a passion and love for the fire service. He added that he is also pro-IAFF and has still paid Union dues since becoming a chief officer. He continued that his love for the IAFF will not change, regardless of what is currently happening.

**ACTION ITEMS:**

- 1. **16-07 "Class Grievance Step 4 (Fire Commission Referral) – Board of Fire Commissioner’s Answer to Union: In Re: Pay Raise related "Class Grievance" filed by W. Newton as President of Union. (See Workshop Item Number 16-07)"**

*Discussion:* Attorney Jeff Albinson explained that the Board basically has the following options available to them:

The Board could make a motion to grant the grievance with the relief requested, which would be to rescind Firefighter Olding’s pay increase. Attorney Albinson stated that he does not believe the Union Contract allows that; therefore, Firefighter Olding could then file a grievance, as the Board does not have the authority at a Step 4 hearing to take action directly against him.

The Board could grant the grievance, without taking action specifically against Firefighter Olding, and simply grant the grievance, indicating that they believe the Contract does not authorize the Chief to give more than a single step pay increase.

The Board could vote to deny the grievance, recognizing the Union has threatened to take the case to arbitration.

Commissioner Schear stated that Article 9 guarantees an annual review and, based on that review, the employee will receive a single-step increase. He continued that Article 10 identifies that additional compensation is available. Commissioner Schear then explained that Article 1 reads, "Except as expressly limited by any specific provision of this agreement, the employer reserves and retains exclusivity of all of its normal and inherent rights with respect to management of its operations, whether exercised or not..." He stated that Subsection 4 also discusses that the rights of the employer are not all-inclusive, but indicate the types of matters or rights which belong to, or are inherent to, the employer. Commissioner Schear stated that, given this information, he believes this is an improper grievance and wishes to retain the Chief’s decisions, as is. Commissioner Martin said she agreed. Commissioner Snelling said that he does not see any basis for a class action grievance.

**A motion to deny the grievance request, Action Item 16-07, "Class Grievance Step 4 (Fire Commission Referral) – Consideration of Grievance: In Re: Pay Raise related "Class Grievance" filed by W. Newton as President of Union.**

**MOTION: COMMISSIONER GARDELLA SECOND: COMMISSIONER SCHEAR  
All in favor, motion passed unanimously.**

- 2. **16-08 Requesting a Special Meeting for Second Reading of Resolution 2016-03**

*Discussion:* Attorney Albinson said that this is a special meeting ot be able to have the commission take action on 2016-03 before the May regular meeting. Chief said May 3<sup>rd</sup>. All commissioners agreed.

Commissioner Schear apologized for being late to the meeting and he also thanked all of the firefighters in the audience for the support of their chief.

**A motion to adjourn.**

**MOTION: COMMISSIONER SCHEAR SECOND: COMMISSIONER MARTIN  
All in favor, motion passed unanimously.**

There being no further business to come before the Board, the meeting was adjourned in due form at 8:17 p.m.

**APPROVED:**

**ATTEST:**

 5/17/16  
Joseph V. Bruni, Chair Date Approved

  
Kimberly G. Fugate, Executive Assistant