

AGREEMENT BETWEEN
PINELLAS COUNTY PROFESSIONAL
FIREFIGHTERS
IAFF LOCAL 4966



and

THE CITY OF LARGO



JUNE 6, 2017 - SEPTEMBER 30, 2019

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ARTICLE 1
AGREEMENT AND PREAMBLE

Section 1

This Agreement is entered into by the City of Largo, Florida, hereinafter referred to as the "City" and the Pinellas County Professional Firefighters International Association of Firefighters (IAFF) Local 4966, hereinafter referred to as the "Union".

Section 2

It is the purpose of this agreement to achieve and maintain harmonious relations between the employer and the Union; to settle differences which might arise and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 RECOGNITION

Section 1

The City of Largo hereby recognizes the IAFF Local 4966 as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit.

Section 2

The bargaining unit shall consist of the following classifications:

Assistant Chief

District Chief

ARTICLE 3 MANAGEMENT RIGHTS

Section 1

Except as abridged, limited or modified by the terms of this Agreement or by law, any of the rights, powers or authority the City previously possessed or enjoyed prior to this Agreement are retained by the City. These rights include, but are not limited to, the following:

- a. To manage the Fire Department and exercise sole, exclusive control and discretion over the organization of the department and the operations thereof.
- b. To determine the purpose and functions of the department and its constituent divisions and departments; to determine the utilization of technology, including the introduction of new or improved methods or facilities or the changing of existing methods or facilities.
- c. To determine, formulate, adopt, publish, modify, enforce and implement such policies and programs, standards, rules and regulations as are deemed necessary for the operation and/or improvement of the Fire Department and to select, manage, and direct all personnel of the Department as long as the action taken by the City is not in direct opposition to a term and condition of employment.
- d. To set methods, means of operations, and standards of services to be offered by the Fire Department and to subcontract such operations and services to the extent deemed practical and feasible by the City.
- e. The City will develop and maintain job descriptions for the job classification covered by this Agreement. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and employees at the discretion of the City may temporarily be required to perform duties not within their job descriptions but within the realm of related duties.
- f. To decide the number, location, design and maintenance of the Department's facilities, supplies and equipment.
- g. To determine the qualifications of all employees of the Department; to select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees of the Department. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project.

The Union acknowledges the City's right to administratively transfer, for any reason, employees at the discretion of the Chief. In the event that a transfer is included with other discipline and structured as discipline on a disciplinary report form, then and only then, will a transfer be considered as part of the discipline given to said employee.

- h. To discharge, demote, suspend or take other disciplinary action against unit employees, consistent with this Agreement.
- i. To increase, reduce, change, modify or alter the composition and size of the work force.
- j. To establish, change, or modify duties, tasks, responsibilities or requirements, except as otherwise provided in this Agreement.

Section 2

If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates and monetary fringe benefits and reasonable safety conditions shall not be suspended. The time limits for any grievances arising during the declared emergency shall not begin until the conclusion of the declaration, and any grievances which are in process shall have the time limits extended for the duration of the emergency. The time for such extension shall be the time from the declaration of the emergency until the time the Union is notified of the conclusion of the emergency.

Section 3

Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission and obligation to its citizens, budget, organization, assignment of personnel, tasks, duties, responsibilities or the technology of performing work. Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by law.

Section 4

The City hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States.

Section 5

It is expressly understood by and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

Section 6

Nothing in this Article shall be deemed to waive the Union's right to bargain as is provided by Chapter 447, Part II, Florida Statutes.

ARTICLE 4 EMPLOYEE RIGHTS

Section 1

Employees covered by this Agreement will have the rights granted by Florida Statutes Chapter 112, Part VIII, known as the "Firefighters' Bill of Rights".

Definitions: For the purpose of this section, the following terms are defined.

Complaint: A complaint is defined as any allegation of misconduct which is made against a firefighter by any person from within or outside the department, and which, if sustained, may result in disciplinary or criminal enforcement action being taken against the firefighter.

Internal Investigation: An internal investigation is deemed to be in force when a complaint involving or affecting the public trust and confidence of the department and its firefighters or a member of the public or the violation of state's criminal statutes has been made against a firefighter and follow-up investigation on the complaint is needed to determine validity of the complaint. An internal investigation is not indicated nor is one deemed to exist in this context in disciplinary matters which come to the attention of supervisor/command personnel during the course of their normal duties (i.e., the supervisor observes or has direct knowledge of an infraction being committed by a subordinate).

Section 2

The department will process complaints against firefighters only as they relate to their job duties, performance of their job duties, and violations of law and/or written directives that apply to job duties, performance of job duties, or violations of law. While the Division Chief receiving the complaint may conduct sufficient inquiry of the complaint to test the allegation, internal investigations will be initiated only at the direction of the Fire Chief. All internal investigations will be conducted by, or under the direction of, the Fire Chief or designee.

Section 3

All investigations shall have one of the following conclusions:

- a. **Unfounded:** The allegation is false and not factual.
- b. **Exonerated:** The incident occurred, but was lawful and proper.
- c. **Not sustained:** The allegation could not be proved or disproved due to insufficient evidence.
- d. **Sustained:** The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.
- e. **Policy/Procedure Deficiency:** The employee's actions were in compliance with the department rules, policies and procedures, but said rules, policies or procedures are deficient.

Section 4

Employee Right to Representation:

- a. When an investigation is initiated against a City of Largo Fire Rescue Department

employee, one employee will not be subjected to interrogation by more than two persons conducting the investigation and shall have the right, upon request, to have the presence of a Union representative at such interrogation, as provided for in the Firefighters' Bill of Rights.

- b. When the employee is interviewed as the subject of a potential disciplinary action, the employee shall have the right to union representation at the employee's request and the purpose of the interview shall be clearly stated.

ARTICLE 5 UNION BUSINESS

Section 1

Any member of the bargaining unit may donate vacation or sick leave to the union pool time. Vacation leave donations shall be in increments of one hour, on the basis of one hour vacation for one hour pool time. Sick leave donations shall be in increments of two hours, not to exceed 24 hours per fiscal year, on the basis of two hours sick leave for one hour pool time. Donation of sick leave in accordance with the provisions of this section may not cause an Employee's sick leave balance to be reduced below 240 hours. Carryover of union pool time from one fiscal year to the next shall not exceed 750 hours. Donations of time shall be made in writing and signed by the Employee.

Each union member shall have an automatic deduction of four vacation hours per year. Deduction of said hours shall commence upon ratification of this agreement and continue each October 1. The Union can suspend the automatic deduction on a year to year basis. Notification to suspend the deduction must be in writing from the Union President no later than 90 days from which the deduction would be made.

Section 2

Charges against the union business pool time, as provided in this article, shall only be made when approved by the president of the local or designee, with the approval of the Fire Chief, or their designee, staffing permitting. The Union shall notify the Employer in writing of any charges against the pool at least five (5) calendar days prior to the time-off period. Leave request submittals shall be completed in a manner similar to all other leave requests.

Section 3

The use of the above referenced pool time shall be used by Union officials or designees for conducting Union business, up to a maximum of two (2) officials per shift, not to exceed a maximum of four (4) at any time to attend national, state or local union meetings. Time off under this provision shall be granted at the discretion of the Employer; however, the use of this time will not be unduly restricted by the Employer given sufficient advance notice by the Union. No overtime will be paid to meet provisions of this article unless previously approved by fire administration.

ARTICLE 6 DUES DEDUCTION

Section 1

Employees represented by the Union may request on a prescribed form the authorization of payroll deductions for the purpose of paying Union dues. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or assessments and shall not honor any requests of this nature other than for Union dues.

Section 2

The Union will initially notify the Finance Department as to the amount of dues to be deducted from a member's salary on a monthly or payroll basis. This notice shall state the amount in dollars and cents for each individual member. Such notification will be certified to the Finance Department in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the Finance Department and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

Section 3

Deductions for Union dues will be honored providing an authorization form for such deduction is properly executed and has been submitted to the Payroll Section of the Finance Department.

Section 4

Transmittal of dues monies by the City will be made by direct deposit to a bank account designated by the Treasurer of the local union.

Section 5

The Union shall indemnify and hold harmless the Employer from any and all claims or demands and expenses in connection therewith based upon the Employer's participation in dues deductions.

Subject to the approval of management, the Union shall provide for bargaining unit members a form for authorization of dues deductions.

ARTICLE 7 BULLETIN BOARDS

Section 1

The Union shall be entitled to reasonable use of City internet, electronic mail, intranet and fax services, and a bulletin board at each station or office in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area agreeable to the Employer. If the Union furnishes a bulletin board, it is their responsibility for the care, maintenance and replacement.

Section 2

These bulletin boards, fax, and City e-mail, intranet and internet shall be used for posting Union notices but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections
- c. Notices of Union appointments and other official Union business
- d. Notices of Union meetings and educational material
- e. Any other information, including any notices and educational material, containing any information other than purpose, date, time and place, may be posted on such designated areas only upon approval of the Fire Chief or designee.

Section 3

All such notices shall be signed by a duly recognized officer of the Union.

Section 4

Supervision may remove Union material not in conformance with Section 3 of this Article and then inform officers of the Union.

Section 5

All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

ARTICLE 8 CONSULTATION

Representatives of the City and the Union will meet, at a mutually agreed upon time, to discuss important matters, review the administration of the contract and to resolve problems that may arise. At least two of these labor-management meetings will be held during a fiscal year. If possible, five (5) calendar days advance notice shall be given and a written agenda shall be presented at the time the meeting is requested.

Nothing in this Article shall be construed as a waiver of any of the Union's rights as provided for in Chapter 447, Florida Statutes and/or in applicable administrative or other case law.

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

a. Nothing in this agreement shall be construed to alter the status of bargaining unit members as employees. No employee shall be disciplined or discharged, consistent with this article, without just cause. Discipline shall follow a progressive format. The Firefighter Bill of Rights F.S. 112.80 shall apply to all bargaining unit members.

b. The purpose of this Article is to establish procedures for the fair, expeditious and orderly adjustment of grievances for the settlement of disputes for cause involving the interpretation or application of this collective bargaining agreement or other terms and conditions of employment arising from the administration of this Agreement.

c. If an employee has a grievance which may be processed under this grievance procedure and which may also be processed under the City Personnel Advisory Board grievance procedure, the employee shall elect at the outset which procedure the employee will use and such election shall be binding.

d. Nothing in this Section shall be construed to prevent any employee from presenting, at any time, his/her own grievance, and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of this Agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

e. A grievance may be submitted under this procedure by one or more aggrieved employees, or by the Union as a general or class grievance. A class action grievance shall be initially submitted at Step 2 to the Labor Relations Officer. A disciplinary grievance shall be initially submitted at Step 1. Any employer grievance will be filed with the Union President at Step 2. A decision on a specific class action grievance applies to all employees in the bargaining unit. No individual may file a separate grievance on the same set of circumstances pertaining to this specific grievance.

STEP 1

The aggrieved employee must submit a written grievance on the prescribed form to the Division Chief having proper jurisdiction within ten (10) work days after the occurrence of the matter from which the grievance arose or when the employee becomes reasonably aware.

The written grievance at this step, and at all steps thereafter, shall contain the following information:

- a. A statement of the grievance including date of occurrence, and details and facts upon which the grievance is based.
- b. The Article and Section of the Labor Agreement alleged to have been violated.
- c. The action, remedy or solution requested by the employee.
- d. Signature of aggrieved employee and Union representative, if applicable.
- e. Reason for rejection of management's answer, if appealed.
- f. Date submitted.

Grievances submitted which do not contain the above information shall be considered inappropriate and shall be declared null and void and returned to the employee or the Union as applicable.

The Division Chief and a member of the Command Staff, as determined by management, within ten (10) work days of receipt of the grievance shall meet with the grievant and the Union representative to discuss and seek a solution to the grievance. Within ten (10) work days after the meeting, the Division Chief shall give their written decision to the grievant and the Union representative.

STEP 2

If the grievance is not resolved at Step 1, the aggrieved employee or the Union representative may submit a written appeal to the Fire Chief within ten (10) work days after receipt of the Division Chief written answer.

Within ten (10) work days after receipt of the written appeal, the Fire Chief or designee will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. The Fire Chief or designee shall give a written decision to the grievant or the Union representative, as the case may be, within ten (10) work days of the meeting.

STEP 3

If the grievance is not resolved at Step 2, the aggrieved employee or the Union representative may submit a written appeal to the Labor Relations Officer within ten (10) work days after the Fire Chief's or designee's written answer. The Labor Relations Officer or his/her designee shall meet with the aggrieved employee, departmental management and Union representatives within ten (10) work days of receipt of the written appeal to discuss and seek a solution of the grievance. Within ten (10) work days after this meeting, the Labor Relations Officer or his/her designee shall give his/her written answer to the grievant and the Union representative as the case may be.

Section 2 - Documented Counseling

- a. A documented guidance and counseling session is not considered part of the progressive disciplinary process and is not grievable.
- b. An employee who disagrees with a documented guidance and counseling session may submit a written response to the supervisor. Said response shall be filed with the documented guidance and counseling.

Section 3 - Arbitration Referral

- a. If the Union is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted by the Union to arbitration. If an appeal for arbitration, including a Request for Arbitration Panel" form, is not filed with the Labor Relations Officer within ten (10) work days from the date of Step 3 answer, the grievance shall be considered settled on the basis of Step 3 answer.
- b. A list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service by the party requesting to arbitrate the controversy. Within ten (10) work days after receipt of the list, the parties shall meet and alternately cross out names on the list and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out first.

- c. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine their decision solely to the interpretation or application of the Agreement. The arbitrator shall not have the authority to determine any other issues not submitted to them.
- d. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer for the life of the Agreement.
- e. The arbitrator's fee and expenses, including cost of a transcript if so requested by the arbitrator, shall be borne by the losing party and shall be so stipulated by the arbitrator. In the event of a compromise award, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
- f. Each party shall bear the full cost of its representation at all levels of the grievance procedure. The arbitrator should be requested to render their decision within thirty (30) calendar days after the close of hearing and submittal of briefs. Either party desiring a transcript will bear the expense of same.
- g. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify, providing the employee returns to work upon conclusion of their testimony. Under this provision no more than one employee will be released from duty at a time. Any additional arbitration cost caused by this provision will be paid by the City. No off-duty employee who is a grievant or subpoenaed by the grievant against the City shall be compensated under this section.
- h. Arbitration proceedings will be held on City property, as mutually agreed.

ARTICLE 10 SAFETY AND HEALTH

Section 1

The City and the Union will cooperate in the continued objective of eliminating accidents and health hazards. The City shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.

Section 2

It is the policy of the City of Largo that its employees shall not use unlawful drugs or abuse alcohol or legal drugs. The possession, use or sale of unlawful drugs by all employees, on or off duty, is expressly prohibited. The use or possession of alcoholic beverages (including break and meal periods) while on duty is also expressly prohibited.

The Union and the City agree on the importance of a drug-free workplace. The Union supports and endorses the implementation of the Drug-free Workplace Policy developed by the City in accordance with the Florida

Drug-free Workplace Act, Section 440.102, Florida Statutes as amended, and associated implementing rules. The following additional provisions shall also be in effect.

- a. All test results will be placed in the employee's medical file and not the personnel file.
- b. All specimen collecting and testing will be conducted by authorized medical professionals who shall maintain sole custody of all specimens. City supervisory personnel involvement regarding collections and testing shall be restricted to transporting the employee to the contracted medical facility.
- c. If test results establish with reasonable scientific certainty that an employee is present at work or operating a City vehicle off duty with the presence of alcohol or unlawful drugs in the employee's system, the employee will be disciplined, up to and including discharge, with regard to alcohol and will be terminated with regard to unlawful drugs.
- d. Refusal by an employee to submit to alcohol or drug testing shall be deemed to be a violation of the City Code of Conduct regarding willful insubordination and will result in termination of City employment.
- e. All written information and instructional material regarding implementation of this policy shall be provided to the Union for review and comment prior to distribution to employees.

Section 3

In order to ensure that all bargaining unit members are medically capable of performing essential job functions and to provide early detection and prevention of physical or medical conditions, all employees shall be required to undergo an annual medical examination at the City's cost and by the City's physician. The scope and elements of the examination shall be determined by department management in consultation with the Wellness Committee.

ARTICLE 11

JOB-RELATED INJURY OR ILLNESS

The employer hereby agrees to pay the following compensation to any employee who is injured or becomes ill in the line of duty in accordance with the following definitions, terms and conditions:

- a. Compensation shall be payable under this Article only with respect to disability as the result of injury or illness to an employee where such injury or illness is incurred in the line of duty.
- b. An injury or illness shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Workers' Compensation Law.
- c. It is the intent of this Article to provide compensation for line of duty injuries only, and this Article shall not be construed to provide compensation in the event of death, injury, or illness incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of those terms, definitions issued under the Florida Workers' Compensation Law shall control.
- d. To accomplish the compensation for a line of duty injury, the employee may have his/her sick leave account charged to supplement the workers' compensation payment up to 100% of base salary for up to a period of 180 calendar days. If an employee does not have sufficient sick leave to supplement, the employee will be allowed to use vacation and then a City-wide sick leave donation to that employee subject to the approval of the Fire Chief and the City Manager to supplement the workers' compensation for the first 180 days referenced. If additional time is necessary the employee, upon request to the Fire Chief and with approval of the City Manager, may be allowed to supplement up to an additional 180 calendar days. The decision by the Fire Chief and City Manager is non-grievable.
- e. An employee claiming this benefit shall notify his immediate supervisor of the injury or illness being claimed while on the same duty shift that the injury or illness occurred. No bargaining unit member shall suffer any loss of benefit under this Article when illness incurred in the line of duty is not apparent to the employee at the time of the incident. In cases where injury in the line of duty is not apparent to the employee on the same duty shift, the department reserves the right to review each case separately as to the qualifying for this benefit.
- f. An employee claiming this benefit shall accept assigned transitional duty if the injury permits, or will forfeit the benefit.
- g. The City may limit the time an employee may be assigned transitional duty. Employees on Workers Compensation will be given priority for available transitional duty assignments. Employees on transitional duty are assigned duties and shifts at the sole discretion of the City; the employee has no seniority bid rights while on transitional duty.
- h. In order to receive benefits under this Article, the employee is required to fill out the City of Largo Injury Form. The physician's statement must be filled out after each visit regarding injuries claimed under this Article. Refusal of the employee to comply with this Paragraph or Paragraphs "e" and "f" above will result in forfeiture of supplementary compensation.

ARTICLE 12 HOURS OF WORK

Section 1

The scheduled work hours for District Chiefs – are 0700-0700, 24 hours on duty, 48 hours off duty. One District Chief must be on duty at all times with the exception that two District Chiefs may be off a maximum of 3 times per calendar year pre-scheduled in December. On the occasion when two District Chiefs are off, the shift will be offered on a voluntary basis. If a mandatory rotation is required, the following order of assignment will be followed and will receive straight pay for additional shifts worked.

1. Remaining on duty District Chief(s) takes first half of shift 0700-1900 (rotated between (2) on duty District Chiefs).
2. Remaining off duty District Chief(s) takes second half of shift 1900-0700 (rotated between (2) off duty District Chiefs).

In the event a District Chief receives a mandatory assignment, they may opt to give away the mandatory assignment to another District Chief or Assistant Chief. (Assistant Chief must first staff their assigned role and cover other duties in an off duty role).

The scheduled hours of work for Assistant Chiefs is Monday through Friday 0800-1700. These hours may be flexible to accommodate meetings, training, or other events with the permission of the Fire Chief or designee.

The City will budget \$10,000 for District Chief shift coverage. On September 30 of each year the City will calculate the number of shifts that each person served. A pro rata share for mandatory shift rotation will be paid to each active employee and employees who retired and began receiving a retirement benefit during the fiscal year.

Section 2

The following Non-Scheduled (NS) day procedure will apply for District Chiefs performing shift work:

- a. Prior to vacation picks for the upcoming year, each District Chief will choose a different NS day (numbered 1-9).
- b. The NS day will be loaded into telestaff for the next year.
- c. In the uncommon event that 2 NS days fall into the same 28 day period, the employee will NOT lose one of the NS days.
- d. District Chiefs may move their NS days within the 28 days pay period.
- e. District Chiefs will be awarded one additional floating NS days per calendar year.

Section 3

Administrative Leave – District Chief

When a District Chief performs tasks outside the normal scope of work (off duty) he/she shall receive administrative leave (AD). Administrative leave can accrue to a maximum of 48 hours. Administrative leave is permitted for tasks such as teaching a class or attending a meeting. It is not accrued for reading

emails, documenting evaluations, fire reports, or other work related tasks. Administrative leave will be accrued at straight time.

Form (A-19) shall document the date of the occurrence length of time performing said task and sent to Fire Administration for tracking. Administrative time will be accrued in increments of 1 hour.

When requesting administrative leave, Form (A-8) will be completed and submitted to the employee's Division Chief for approval. Administrative leave can only be used in increments of one hour.

Administrative Leave - Assistant Chiefs

The City will maintain current practice of Administrative Leave with the Assistant Chiefs.

Section 4

In the event of a position opening, any other qualified District Chief or Assistant Chief may request the position via a memo through the chain of command. Every reasonable effort will be made to honor the request based on operational need and position qualification.

ARTICLE 13 HOLIDAYS

The following days shall be observed as holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

*Employee Birthday and every fifth year employment anniversary (5yrs., 10 yrs., etc.)

Assistant Chief: One day (8 hours) off with pay. District Chief: The employee will have the opportunity to take 12 hours off, with pay. The 12 hours off with pay must be taken during a single shift. Paid time off for employee birthday and every fifth year employment anniversary must be taken within 30 days of the birthday/anniversary.

Assistant Chief

Section 1

When a holiday falls on Saturday, the preceding Friday shall be designated a substitute holiday and observed as an official holiday for the year. When a holiday falls on Sunday, the following Monday shall be designated a substitute holiday and observed as an official holiday for that year. In work units where operations are scheduled seven days per week throughout the year, including holidays, employees who are subject to such scheduling will observe City holidays on the actual day of occurrence.

Section 2

An employee must be on active pay status or work his normal schedule of hours, either on the regularly scheduled working day immediately prior to a holiday or the regularly scheduled working day immediately following a holiday, in order to qualify for holiday pay.

District Chief

Section 3

A 24 hour shift employee who works a shift that begins on a holiday as listed above will be paid 8 hours holiday pay at their regular rate of pay. A 24 hour shift employee who works a shift that ends on a holiday as listed above, will be paid 4 hours holiday pay at their regular rate of pay.

Section 4

An employee working trade time on a shift that begins on a holiday as listed in Section 1 will be compensated rather than the originally scheduled employee, in accordance with the following:

- a. Work 12 hours: receive 4 hours holiday pay at their regular rate of pay.

b. Work more than 12 hours: receive 8 hours holiday pay at their regular rate of pay.

An employee working trade time on a shift that ends on a holiday as listed in Section 1 will receive 4 hours holiday pay at their regular rate of pay.

Section 5 - Mandatory Holiday Assignment

A District Chief who works a mandatory shift (not their regular shift) of 12 hours or more on a holiday as listed above shall receive additional compensation as follows:

Work a mandatory shift on the first half of a holiday as listed above (0700-1900) receive 12 hours of holiday pay.

Work a mandatory shift on the second half of a holiday as listed above (1900-0700) receive 6 hours of holiday pay.

ARTICLE 14 VACATION

Section 1

Application for vacation leave shall be made in advance of use. Vacation may be used in one (1) hour increments.

Section 2

Full time employees are eligible to use accrued vacation leave within the first six (6) months of employment, with Department Director or designee approval.

Section 3

District Chiefs:

Vacation leave selections will be made during the month of December for the upcoming year. Vacation leave will be selected by rank and seniority. Vacation picks for the upcoming year will be completed and entered into the computer in December of the current year. Vacation picks can continue beyond the year being selected when they are consecutive days. Persons on extended leave, such as vaction, military leave, workers' compensation, or extended sick leave shall leave their first and second round picks with their Division Chief or designee prior to December 1. Those persons who call in sick during the vacation selection process, should call the Division Chief with their vacation picks. The vacation selection process will consist of two complete rounds.

Employee recognition (ER) days (five year incremental anniversary of city employment) are to be picked after the annual vacation picks. Employees who do not request their ER leave at this time assume the responsibility for possible loss of this benefit due to a full calendar. If employees desire to move any of their NS days at this time, they may do so after vacation and ER days are chosen. When two rounds of vacation picks, ER choices, and NS exchanges are complete they shall be entered into Telestaff no later than December 31. At that time personnel will be notified of an open calendar and the remaining days may be secured with vacation on a first come basis.

Section 4

<u>Vacation Accrual</u>			
<u>Years of Service:</u>	<u>Administration</u>	<u>Shift 24/48</u>	<u>Note: Extra Kelly Day (Shift)</u>
1 Year	80 hours	100 hours	124
2 Years	88 hours	110 hours	134
3 Years	96 hours	120 hours	144
4 Years	104 hours	130 hours	154
5 Years	112 hours	140 hours	164
6 Years	128 hours	160 hours	184
7 Years	136 hours	170 hours	194
8 Years	144 hours	180 hours	204
9 Years	152 hours	190 hours	214
10+ Years	160 hours	200 hours	224
20-24 Years	168 hours	210 hours	Grandfathered Employee Only
25+ Years	176 hours	220 hours	Grandfathered Employee Only

Each year the number of vacation days earned, as enumerated above, is accrued upon the completion of each year. For example - Upon completion of one year of service with the City, the employee will have earned ten (10) days of vacation time. Upon completion of two (2) years of service with the City, the employee will have earned eleven days (11) days of vacation time per year and so on.

Section 5

Upon completion of five (5) continuous years of regular employment with the City, an employee may cash out up to fifty (50) vacation hours for District Chiefs (shift) and forty (40) vacation hours for Assistant Chiefs (non-shift) annually on his/her hire date anniversary. The employee must have taken a minimum of fifty percent (50%) of vacation leave accrued in the year immediately preceding the hire date anniversary to be eligible for vacation cash out. Any employee requesting vacation cash out must submit his/her request in writing to Human Resources within thirty (30) days before or after his/her hire date anniversary.

Section 6

Employees becoming sick while on vacation may use sick leave for such period of illness provided proof of illness, injury, or medical condition from a licensed medical practitioner is presented to the Fire Chief upon his/her return to work.

Section 7

Each employee must take at least 50% of annual leave accrued each year in order to provide employees with vacation and proper rest and relaxation.

Section 8

Employees may accrue vacation leave balance to a maximum of three hundred twenty (320) hours for Assistant Chiefs and four hundred (400) hours for District Chiefs. Any vacation leave earned in excess of this cap will be forfeited.

ARTICLE 15 TRADE TIME

Section 1

Trade time is for the benefit of the employee as opposed to being of benefit to the Employer. Employees may trade time subject to the following terms and conditions:

- a. Employees wishing to trade time shall obtain permission from their immediate supervisor (Division Chief) at least fifteen (15) minutes prior to the trade.

During an employee's days off, the employee shall contact the on-call Division Chief if emergency trade time is needed for the employee's next shift. If the trade time is not an emergency, the trade must be approved by the employee's Division Chief.

- b. The member working the time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.
- c. All trade time shall be recorded in Telestaff and an individual working the trade time shall assume all duties and responsibilities for whom they are working. In the event the regularly scheduled person fails to return to work for any reason at the agreed time, the person assuming their responsibilities shall complete the shift. Payback of trade time will be the responsibility of personnel involved in the trade. Payback of trade time is only permitted as an exchange of hours worked; cash or any other form of compensation is prohibited.
- d. The Employer shall not be required to allow an exchange if doing so would impose upon the City liability for any additional overtime compensation, or any other form of additional compensation, over what persons may otherwise be entitled to or if the level of service would be lowered as determined by departmental management.
- e. Employees will use the following guidelines when using trade time:
 1. District Chief with District Chief.
 2. Other trades can be arranged with permission of the Fire Chief.
- f. An employee cannot owe more than 312 hours trade time to other employees. An employee may exceed the cap with Fire Chief or designee approval.

Section 2

- a. If the employee cannot fulfill the obligations to complete the trade, that employee is responsible for notifying the proper supervisor at least one hour before the beginning of the shift and is also responsible for securing an individual of the same classification, and possessing certifications required to staff the shift, to complete the trade. If the employee cannot secure a qualified replacement, the employee will be liable for any costs incurred by the City to secure a replacement and may be subject to disciplinary action.
- b. If the employee becomes ill on-duty and cannot complete the trade, that employee (or designee) is responsible for securing an individual of the same classification, and possessing similar certifications, to complete the current trade and any already approved upcoming trades the employee is to work. If the employee cannot secure a qualified replacement, the employee will be liable for any costs incurred by the City to secure a replacement and may be

subject to disciplinary action. The employee or designee will have no more than four hours to staff the remainder of the trade.

- c. If the employee becomes injured on-duty and cannot complete the trade, the employer will be responsible for ensuring adequate shift coverage and the injured employee will be covered under Article 24 of this agreement. The injured employee (or designee) is responsible for securing an individual of the same classification, and possessing similar certifications, to complete any already approved upcoming trades the employee is to work. If the employee cannot secure a qualified replacement, the employee will be liable for any costs incurred by the City to secure a replacement and may be subject to disciplinary action.

ARTICLE 16 SICK LEAVE

Section 1

All full time employees shall be entitled to ninety-six (96 hours/Assistant Chiefs-120 hours/District Chiefs) hours of sick leave a year accrued on a payroll period basis. Sick leave may be accumulated to a maximum of seven hundred twenty (720/Assistant Chiefs) hours for non-shift employees. Shift employees will be able to accrue nine hundred (900/District Chiefs) hours due to shift scheduling. Employees shall be eligible for sick leave after one (1) month of service.

Section 2

An employee incapacitated and unable to work shall notify his/her supervisor at least thirty (30) minutes before his/her scheduled reporting time as designated by the department, stating the nature of his/her illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the department management.

Section 3

Proof of illness or disability may be required by management when patterns of sick leave use become apparent or excessive amounts or lengthy periods of sick leave are utilized.

Section 4

Sick leave used under this article shall be charged as used in increments of one (1) hour increments.

Section 5

Employees using sick leave are expected to be found at their respective homes, physician's office, hospital or other approved place of recuperation, or in route to one or the other of these locations. An employee may go elsewhere provided he/she receives permission from the Fire Chief or designee.

Section 6

In the event an active employee should die, any unused sick leave which he/she has accumulated as of the time of death will be paid on the basis of one (1) hour's pay for each two (2) hours leave to the deceased employee's beneficiary.

Section 7

Sick leave will be granted upon approval of department management for reasons of the employee's health which shall include medical, dental or optical treatment, which is necessary during working hours. Employees who are unable to perform their duty because of illness or disability of a spouse, domestic partner or dependent living in the employee's home, or employee's minor child, may use sick leave from their accrued sick leave account when the employee's presence is required to care for the above mentioned person.

Section 8

Employees with longevity with the City who accrue sick leave in excess of 192 hours may elect to convert up to 80 hours to personal option leave. Hours will be converted on a two for one basis. Sick leave hours may be converted only once per year on the employee's anniversary date of hire. A minimum of forty (40)

hours vacation must be expended in the year immediately preceding the anniversary date to qualify for sick leave conversion privileges. Conversion of hours may not reduce the sick leave balance below the threshold of 192 hours. The request to convert hours must be sent to the Human Resources Department, in writing, within 30 days before or after the hire date anniversary.

Section 9

An employee may, with the approval of the Department Director and the City Manager, use up to forty (40) hours sick leave when a catastrophic disaster occurs such as storm damage, fire, and flooding to the employee's primary residence. Each request will be evaluated for the severity of the disaster and necessity for the leave. An additional forty (40) hours of sick leave may be approved at the request of the Fire Chief and approval of the City Manager.

ARTICLE 17 FUNERAL LEAVE

Section 1

In the event of death in an employee's immediate family, the employee shall be granted leave with pay by the Fire Chief or his designee for attendance at the funeral for up to three working days. In extenuating circumstances such as travel time up to 40 additional leave hours (48 for shift personnel) may be granted and charged to the employee's accrued sick leave.

Section 2

The employee's immediate family shall be defined as: father, mother, sister, brother, spouse/domestic partner, stepfather, stepmother, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, child, grandparents, spouse's grandparents and grandchildren. In this article, spouse and domestic partner are synonymous.

Section 3

Proof of attendance at the funeral may be required in order to receive this benefit. If required, the supervisor must inform the employee prior to taking funeral leave.

ARTICLE 18 FAMILY MEDICAL LEAVE

Section 1

This contract section and applicable Personnel Rules and Regulations outline the manner in which the Family and Medical Leave Act of 1993 (FMLA), Public Law 103-3, shall be implemented. FMLA and the provisions of this contract section do not limit the use of leave benefits provided for in this agreement other than specifically provided herein.

1. The FMLA provides that employees with at least one year of service who have worked for at least 1250 hours during the preceding 52 weeks are entitled to a total of 12 work weeks of leave during a 52-week period for specified reasons and in accordance with certain restrictions, as defined in the Statute and Department of Labor Regulations. The 52-week period will commence with the first day an absence occurs for the identified FMLA purpose, and run for 52 weeks from that date.
2. Family leave may be authorized for childbirth, adoption or foster care placement, and qualified military reasons.
 - a. The employee parent(s) may use an aggregate maximum of 12 weeks.
 - b. For family leave involving childbirth, the employee/mother may use up to six weeks sick leave (or more if medical certification requires additional time). If the employee/mother does not have sufficient sick leave balance, the personal option leave and vacation leave, down to 48 hours, must be utilized prior to requesting leave without pay (LWOP).
 - c. The employee/father may use sick leave only when medical certification requires his presence due to illness of the newborn or mother. Otherwise, vacation, personal option, or LWOP will be used. Personal Option leave and vacation leave, down to 48 hours, must be utilized prior to requesting leave without pay (LWOP).
 - d. Qualified military reasons include employees who are caregivers may take up to 26 weeks of leave to care for a recovering service member. In addition, employees may use the 12 weeks of FMLA leave for exigencies that arise due to a family member's call to active duty.
3. Employees using medical leave for a family member covered by FMLA or for personal illness/injury will not be granted Leave Without Pay (LWOP) until all accrued paid leave, including sick leave, and vacation leave in excess of 48 hours, is depleted. Once all sick leave is taken and the vacation leave balance has been reduced to 48 hours, the employee may elect to either utilize the remaining 48 hours vacation leave prior to taking LWOP or may immediately request LWOP status. For Family and Medical Leave, the employee must provide a health care provider's certificate, on a form provided by the City, explaining the seriousness of the condition and the anticipated duration with as much of a 30-day notice as practicable.
4. Employees using FMLA leave may request, in accordance with existing City policy, sick leave donations from other employees only after all accrued paid leave, including all vacation leave, is depleted.
5. In accordance with 741.313, Florida Statutes, employees with at least three months of employment will be granted three working days of leave within a one-year period when the leave is related to domestic violence as outlined in the City's Personnel Rules and Regulations.

6. Failure to return to work at the expiration of an approved leave shall be considered absence without leave and grounds for dismissal. Upon their timely return from leave, the employee shall be granted and given the same rank or substantially similar position without loss of salary or benefits.

Section 2

This section and applicable City Personnel Rules and Regulations outline the manner in which the Family and Medical Leave Act of 1993 (FMLA), Public Law 103-3, shall be implemented.

- a. The FMLA provides that employees with at least one year of service who have worked for at least 1250 hours during that year are entitled to a total of 12 work weeks of leave during a 52-week period for specified reasons and in accordance with certain restrictions, as defined in the Statute and Department of Labor Regulations. The 52-week period will commence with the first day an absence occurs for the identified FMLA purpose, and run for 52 weeks from that date.
- b. Family leave may be authorized for childbirth, adoption or foster care placement.
 1. The employee parent(s) may use an aggregate maximum of 12 weeks.
 2. For family leave involving childbirth, the employee/mother may use up to six weeks sick leave (or more if medical certification requires additional time). If the employee/mother does not have sufficient sick leave balance, then personal option leave and vacation leave, down to 40 hours, must be utilized prior to requesting leave without pay (LWOP).
 3. The employee/father may use sick leave only when medical certification requires his presence due to illness of the newborn or mother. Otherwise, vacation, personal option, or LWOP will be used. Personal Option leave and vacation leave, down to 40 hours, must be utilized prior to requesting leave without pay (LWOP).
- c. Employees using medical leave for a family member covered by FMLA or for personal illness/injury will not be granted Leave Without Pay (LWOP) until all accrued paid leave, including sick leave, personal option leave, and vacation leave in excess of 40 hours, is depleted. Once all sick leave and personal option leave is taken and the vacation leave balance has been reduced to 40 hours, the employee may elect to either utilize the remaining 40 hours vacation leave prior to taking LWOP or may immediately request LWOP status.
- d. For Family and Medical Leave, the employee must provide a health care provider's certificate, on a form provided by the City, explaining the seriousness of the condition and the anticipated duration with as much of a 30-day notice as practicable.
- e. Employees using FMLA leave may request, in accordance with City Personnel Rules and Regulations, sick leave donations from other employees only after all accrued paid leave, including all personal option leave and vacation leave, is depleted.

Section 3

Failure to return to work at the expiration of an approved leave shall be considered absence without leave and grounds for dismissal, but upon their timely return from leave, the employee shall be granted and given the same position or substantially similar position without loss of salary or benefit.

ARTICLE 19 JURY DUTY

Section 1

In the event an employee is subpoenaed or summoned for jury duty and/or job related court attendance, he shall receive straight time pay for the hours required to be absent from his currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of a regular scheduled work day are expected to report to work when excused or released by the court.

Section 2

If an employee is called for jury duty, he shall promptly notify his immediate supervisor so that arrangements may be made for his absence from work.

Section 3

Employees on jury duty while on scheduled vacation may be allowed jury duty pay for that time served provided satisfactory evidence of the time served on such duty is presented to and approved by the Fire Chief.

Section 4

In the event a holiday occurs during the period of the employee's jury duty, he shall receive pay for such holiday.

Section 5

The employee shall provide the Fire Chief or designee with proof of jury duty service before compensation is approved.

**ARTICLE 20
WAGES**

Section 1

The pay plan for FY 2017, FY 2018, and FY 2019 consists of the following salary schedule.

<u>SALARY SCHEDULE</u>			
Assistant Chief			
<u>District Chief</u>			
	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
MIN	71,760.00	73,195.20	74,651.20
MAX	90,022.40	94,515.20	99,236.80

FY17 - FY19 Salary Compression Adjustments*

- Min
- 2 YR (33%)
- 5 YR (67%)
- 7 YR (100%)

*Salary compression adjustments are one time wage increases to resolve inequities in the pay plan. These adjustments are only for the identified years.

- a. Employees will receive an annual salary adjustment for FY 17, FY 18 and FY 19 on their anniversary date consistent with the table at the end of this article. Upon ratification of this agreement, employees who have anniversary dates that have passed will have their FY 17 pay adjusted effective at the start of the pay period of ratification.

- b. Employees promoting into the Assistant Chief classification will receive a 3% administrative incentive when assigned to Fire Administration (not a 24/48 shift) beginning in FY 17 upon ratification of this Agreement.

Section 2

Department Attire Maintenance: All employees covered by this Agreement shall receive an annual four hundred fifty (\$450) dollars uniform cleaning allowance to cover the cost of cleaning and maintaining uniforms in accordance to department standards. Disbursement of the uniform cleaning allowance shall take place the second payroll period of October. Uniform inspections will be conducted by the District Chief. Disciplinary action may be taken for employees who do not maintain their uniforms such as small repairs, buttons, patches, shoes, etc.

Section 3

- a. District Chiefs who are assigned to the hazardous materials team will receive a salary incentive per payroll draw of \$45 beginning in FY 17 upon ratification of this Agreement. If federal, state, or county government gives a supplement for hazmat incentive, whichever is higher will be afforded the affected employee.

b. Qualified District Chiefs assigned as Technical Rescue team will receive a salary incentive per payroll draw of \$45 effective beginning in FY 17 upon ratification of this Agreement.

c. District Chiefs who are assigned to the SWAT team shall receive a salary incentive of \$45 per payroll draw beginning in FY 17 upon ratification of this Agreement.

d. District Chiefs who are assigned over Personal Protective Equipment/PPE (SCBA and bunker gear) will receive a salary incentive of \$45 per payroll draw beginning in FY 17 upon ratification of this Agreement.

Section 4

Employees will be allowed to participate in the City adopted deferred compensation program pursuant to City Rules and Regulations concerning such participation.

Section 5

Employees will maintain their exempt status under the provisions of the Fair Labor Standards Act (FLSA).

ARTICLE 20 – WAGES TABLE

Assistant Chief

Name	Title	Anniversary Date	FY 17 Base Salary	FY 17 Salary with		FY 18 Base Salary	FY 18 Salary with		FY 19 Base Salary	FY 19 Salary
				Current Applicable			Current Applicable			with Current
				Incentives*		Incentives*			Incentives*	Applicable
Donald Rooks	Assistant Fire Chief	09/25/16	\$82,998.58	\$65,486.48	\$85,486.48	\$88,051.07	\$88,051.07	\$88,051.07	\$90,692.60	\$90,692.60
Emmett Sands	Assistant Fire Chief	09/13/15	\$82,380.22	\$84,851.63	\$84,851.63	\$87,397.18	\$87,397.18	\$87,397.18	\$90,019.10	\$90,019.10
Shaun Carroll	Assistant Fire Chief	09/25/16	\$80,735.28	\$83,547.34	\$83,157.34	\$86,042.06	\$86,042.06	\$85,652.06	\$88,611.62	\$88,611.62
Cody Johnson	Assistant Fire Chief	09/25/16	\$73,912.80	\$76,130.18	\$79,635.20	\$82,024.26	\$82,024.26	\$82,786.40	\$85,269.99	\$85,269.99

District Chief

Name	Title	Anniversary Date	FY 17 Base Salary	FY 17 Salary with		FY 18 Base Salary	FY 18 Salary with		FY 19 Base Salary	FY 19 Salary
				Current Applicable			Current Applicable			with Current
				Incentives*		Incentives*			Incentives*	Applicable
Frederick Snell	District Fire Chief	01/19/14	\$85,125.00	\$86,685.00	\$87,678.75	\$89,238.75	\$89,238.75	\$91,011.60	\$92,571.60	\$92,571.60
James Callahan	District Fire Chief	10/04/09	\$90,022.40	\$91,582.40	\$94,515.20	\$96,075.20	\$96,075.20	\$98,236.80	\$100,796.80	\$100,796.80
Keith Daliendo	District Fire Chief	10/04/09	\$90,022.40	\$91,192.40	\$94,515.20	\$95,685.20	\$95,685.20	\$99,236.80	\$100,406.80	\$100,406.80
William Scott	District Fire Chief	05/01/11	\$87,852.86	\$88,043.00	\$94,515.20	\$94,905.00	\$94,905.00	\$99,236.80	\$99,627.00	\$99,627.00
Robert Shea	District Fire Chief	05/24/15	\$82,859.93	\$83,250.00	\$85,345.73	\$85,736.00	\$85,736.00	\$87,906.10	\$88,286.00	\$88,286.00
Jean Chester	District Fire Chief	01/19/14	\$85,125.00	\$86,685.00	\$87,678.75	\$89,239.00	\$89,239.00			

*Applicable Incentives can include: Paramedic Incentive, Technical Incentive, SWAT Team Incentive, PPE/SCBA – Bunker Gear Incentive, HAZMAT Incentive, Administrative Incentive

ARTICLE 21 LIFE AND HEALTH INSURANCE

Section 1 - Life Insurance

The City will provide life insurance coverage for all bargaining unit employees in the amount as stipulated in Personnel Rules and Regulations. The City also agrees to continue the \$30,000 supplemental life program to all employees covered by this Agreement.

Section 2 - Health Insurance

a. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact, but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President. The findings of the committee shall be in the form of advisory recommendations to the City Manager and City Commission.

b. Employees shall participate in a Personal Insurance Credits program (cafeteria plan). The Assistant Chiefs will continue to receive the Professional Technical Personal Insurance Credits. District Chiefs assigned to a shift (24/48) will receive Operational Manager Personal Insurance Credits in recognition of the additional hours worked on a shift schedule.

ARTICLE 22

EDUCATION REIMBURSEMENT

The City shall reimburse IAFF Bargaining Unit members up to \$3,000 per fiscal year, including tuition and books, for approved technical/trade school courses or college courses in a community college, college or university accredited by an agency recognized by the Council for Higher Education Accreditation (CHEA). The following guidelines will govern tuition reimbursement.

1. Eligibility - Open to full-time bargaining unit members who have been employed by the City for at least one year.
2. Approved Courses - Advanced requests must be submitted to the Fire Chief or designee for approval at least 10 calendar days prior to the beginning date of the class. All requests must contain a course(s) description and explanation as to how the course(s) (if not for a degree or certificate program) is related to the bargaining unit member's employment with the Fire Rescue Department.
3. The City shall not provide tuition reimbursement if full tuition is paid by another source such as G.I. Bill, scholarship, grant, prepaid tuition program, etc., that the employee does not have to pay back. If the tuition is only partially funded from such other source, then the City shall provide tuition reimbursement in accordance with this article for the difference between tuition and books and that portion funded from such other resource.
4. Cancellation of Approval - A bargaining unit member who resigns or is dismissed from employment prior to the completion of an approved course(s) shall not be eligible for reimbursement. A bargaining unit member who is laid off or receives a disability retirement during the course(s) shall be eligible for reimbursement upon successful completion of the course(s).
5. Grade Requirement - A grade of "C" or better must be received before reimbursement will be made. If a pass/fail grading system is utilized, then employee must receive a "pass" grade.
6. Reimbursement - Upon successful completion of the course(s), the bargaining unit member will submit a memo requesting reimbursement, along with proof of payment and grade report for the course(s) to the Fire Chief or designee during the fiscal year in which the course(s) were completed.

ARTICLE 23 GENERAL PROVISIONS

Section 1

Damaged Personal Property: Personal property of the employee that is lost, damaged or destroyed in the line of duty, except through employee negligence, shall be replaced or repaired by the City subject to the following restrictions. Damaged property must be turned in prior to any reimbursement.

- a. The maximum reimbursement for contact lenses, prescription eyeglasses and hearing aids shall be three hundred (\$300.00) dollars. Reimbursement in excess of \$300 will be based on documented medical necessity exclusive of eyeglass frames.
- b. The maximum reimbursement for watches and sunglasses shall be fifty (\$50) dollars per loss. One compensable loss per year allowed.
- c. Notification of the loss or damage to personal property shall be made within the shift in which the loss occurs.
- d. Reimbursement of lost or damaged personal property must be approved by the employee's immediate supervisor and the Fire Chief.
- e. Any personal property supplied by the employee other than that specifically delineated herein will not be subject to this Section.
- f. Copies of paid receipts for the replaced or repaired item(s) must be presented when requesting reimbursement. In the case of eyeglasses, contact lenses, and hearing aids, an estimate may be reimbursed with proof of repair or replacement to follow.
- g. Assistant Chiefs will receive a \$25 per draw cell phone stipend in the event the employee chooses to utilize a personal cell phone as opposed to a city issued cell phone.

Section 2

Inoculation: The Employer agrees to pay reasonable expenses for inoculation or immunization shots for employees and members of an employee's immediate family residing in their household when such becomes necessary as a result of said employee's exposure to contagious diseases in the line of duty.

Section 3

Employment: Outside employment is governed by Personnel Rules and Regulations. Employees will not engage in outside employment which might in any way hinder the proper performance of their public duties or impair the efficiency of the Fire Rescue Department. Employees who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation, and responsibility are to the City of Largo. All employees are subject to call at any time for emergencies or overtime duty and no secondary employment may infringe on this obligation; employees will not be subject to disciplinary action unless personally contacted and ordered to report for duty.

Section 4

Employees covered by this Agreement who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States shall be entitled to leave from their respective duties without loss of pay for such time as they are in required training, for a total maximum of two

hundred forty (240) hours in any one fiscal year in accordance with Florida Statutes §115.07. For our 24/48 personnel on shift, the City of Largo will allow 300 hours for this required military training, consistent with their hours worked (2610/annual). Such employees who are involuntarily called to active duty shall be compensated in accordance with City Personnel Rules and Regulations in effect at said time. Notice prior to the commencement of the leave will be required at the time the employee receives a verbal or written order or statement. Military leave will not be applied to shift roster more than 30 days in advance. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. When available, such order or statement must accompany the formal request for military leave. Implementation of this article will be in accordance with federal and state laws and rules.

Section 5

Prevailing Rights - All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement will be presumed to be reasonable and proper and will not be changed arbitrarily or capriciously.

Section 6

Appendices and Amendments - Provisions of this Agreement may be clarified, amended, or modified upon the written consent (Memorandum of Understanding) of the duly authorized representatives of the City and the Union. Any amendments to this Agreement shall be written, dated and signed by the duly authorized representatives of the parties and shall be subject to all the provisions of this Agreement.

ARTICLE 24 VEHICLES

The City, at its option, may provide City-owned take home vehicles to bargaining unit employees in accordance with rules established by the Fire Chief. Vehicle assignments and their permitted use shall be at the discretion of the Fire Chief.

ARTICLE 25 MAINTENANCE OF CONDITIONS

Section 1

Except where expressly modified by any provision of this Agreement, the provisions of the City of Largo Personnel Rules and Regulations as amended and the Fire Department Rules and Regulations shall govern the relationship between the Employer, the Union and the employees covered hereunder.

Section 2

Any Fire Department Rule or Regulation or any City of Largo Personnel Rule or Regulation in conflict with this Agreement shall be of no force or effect.

Section 3

Except as otherwise expressly provided in this Agreement, any rule, regulation, policy or procedure affecting employees of the bargaining unit in effect prior to, the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. Final authority to change, modify, delete or implement any rule or regulation rests with the City. Prior to implementing any change in an existing rule or personnel policy, the Fire Chief or appropriate City official will provide fifteen (15) days written notice to a local Union representative and provide an opportunity to discuss such change if requested. The Union representative shall respond in writing during the 15-day period to the Fire Chief and Labor Relations Officer if further discussion and/or bargaining is desired.

ARTICLE 26 SEVERABILITY

Section 1

If any Article or Section of this Agreement should be found invalid, unlawful or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2

The exercise or non-exercise by the City or the Union of the rights covered by this Agreement, shall not be deemed to waive any such right or the right to exercise them in the future.

Section 3

In the event of invalidation of any Article or Section, both the City and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 27

SENIORITY AND REDUCTION IN FORCE

Section 1

City seniority is an employee's most recent date of employment or reemployment with the City. Seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. City seniority shall be used for purpose of computing vacation accruals, service awards and other matters based on length of service.

Section 2

Classification seniority is length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time.

Section 3

Employees shall lose their seniority as a result of the following:

- a. Voluntary termination
- b. Retirement
- c. Termination for cause
- d. Layoff exceeding twelve (12) months
- e. Absent without authorized leave for two (2) consecutive working shifts
- f. Failure to return from military leave within the time limits prescribed by law

Section 4

A reduction in force within a classification shall be implemented in order of seniority within that classification, the least senior person first. Personnel subject to such layoff will revert to the next lowest classification they are qualified to fill, provided that the move does not require layoff of an employee with more departmental seniority.

Section 5

Employees in layoff status shall have recall rights for a period of twenty-four (24) months and have preference to positions in their layoff classifications over new applicants provided they have maintained required certifications for the position. Recall will be made by certified mail to the last address in the Employer's records. The recall notice must be answered within five (5) calendar days of its delivery for the notice to be effective.

Section 6

The Employer shall maintain a current seniority list.

ARTICLE 28 ENTIRE AGREEMENT

Section 1

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. 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.

Section 2

Negotiations may be reopened during the life of the contract only by mutual written agreement.

ARTICLE 29
RETIREMENT BENEFIT

It is agreed that the City of Largo Municipal Police Officers and Firefighters Retirement Plan, as adopted by Ordinance 93-73, as amended, will remain in effect.

ARTICLE 30
DURATION, MODIFICATION AND TERMINATION

The terms and conditions of this Agreement shall be effective as of the date of ratification by both parties. The Agreement shall continue in full force and effect until September 30, 2019. If either party desires to negotiate a successor Agreement, such party shall provide written notice of such desire not later than April 1, 2019.

**PINELLAS COUNTY PROFESSIONAL
FIREFIGHTERS
IAFF LOCAL 4966**

**AND
CITY OF LARGO**

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their authorized representatives on the 6th day of June, 2017.

FOR THE CITY OF LARGO

By: 

Susan Sinz
Human Resources Director

PINELLAS COUNTY PROFESSIONAL
FIREFIGHTERS
IAFF LOCAL 4966

By: 

Will Newton
IAFF President

Ratified by the membership of the PINELLAS COUNTY PROFESSIONAL FIREFIGHTERS
IAFF LOCAL 4966, on the 11th day of May, 2017.

By: 

Will Newton
IAFF President

Ratified by the City Commission, City of Largo, Florida, on the 6th day of June, 2017.

By: 

Mayor

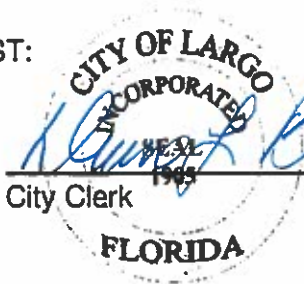
By: 

City Manager

ATTEST:

By: 

City Clerk



REVIEWED AND APPROVED:

By: 

City Attorney

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