



**City of Lakeland Fire Department and
International Association of Firefighters
Local 4173**

**Collective Bargaining Agreement for
Lieutenants Ending
September 30, 2022**

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ARTICLE 1. PURPOSE AND INTENT

Section 1. The purpose of the agreement is to secure workplace peace and efficiency, enabling the Employer and its employees to provide continuing satisfactory services to the citizens of the City, to secure a healthy operation through efficient service and public satisfaction, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic understanding relative to rates of pay, hours of work and conditions of employment, designed to achieve those goals at a reasonable cost.

Section 2. The employees and management recognize that they are mutually dependent upon one another. Both are committed to public service and the success of that service. This success requires that both management and the employees work together. The Employer, the Union and all employees are convinced that there is no reason why differences that may arise may not be peacefully and satisfactorily adjusted by sincere and patient efforts on the part of all.

Section 3. The Union agrees that it will cooperate with the Employer through its agents and designated stewards by supporting the Employer's efforts to achieve a fair day's work by the employees covered by this Agreement, to actively combat absenteeism, and all other practices by employees which restrict or tend to restrict productivity. The Union further agrees that it will support the Employer in its efforts to

- a) eliminate waste and damage;
- b) conserve equipment and supplies;
- c) improve standards and efficiency;
- d) prevent accidents; and
- e) strengthen good will.

This section is intended to express the purpose of the Agreement, and shall not be considered to impose liability for monetary damages on the Union, in any action in which the Union would not otherwise be liable, nor to impose any obligation on the Employer to make any expenditure not otherwise required by this Agreement.

ARTICLE 2. ENTIRE AGREEMENT

Section 1. This Agreement constitutes the complete and entire agreement between the Employer and the Union. The parties acknowledge 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 not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter, except as specifically provided in this Agreement.

Section 2. Should the City exercise any management right, whether reserved to it by law or by this Agreement, the City shall notify the Union of its intended action and, upon timely request, will negotiate with the Union regarding the impact of such action on wages, hours, terms or conditions of employment. In such cases, the City shall not be prohibited from implementing its decision immediately, provided that if the City chooses to implement

immediately, any agreements reached regarding the impact of its decision shall be made retroactive to the date of implementation.

Section 3. It is further understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth herein and that this document correctly sets forth the effect of all preliminary negotiations, understandings and agreements and supersedes any previous agreements, whether written or verbal. This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

Nothing in this article shall be constructed as a waiver of any of the Union's or Employer's rights as provided for in Chapter 447 Florida Statutes.

ARTICLE 3. SEVERABILITY

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable, by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, should any change in wages, hours, or working conditions be required as a result of any subsequently enacted legislation, judicial order, conciliation agreement, or other legal requirement, the City shall give the Union notice of the action it intends to take to comply with such requirement, shall offer to meet and confer with the Union regarding the proposed action, and shall negotiate with the Union regarding the proposed action if requested.

Nothing in this article shall be construed as a waiver of any of the Union's or Employer's rights as provided for in Chapter 447 Florida Statutes.

ARTICLE 4. RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of the employees covered by Section 2 of this Article for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

Section 2. The Union is recognized as the sole and exclusive bargaining representative of: All full-time regular, certified employees of the City of Lakeland working only for the Lakeland Fire Department in the following job classifications: Firefighter/EMT, Firefighter/Paramedic, Driver Engineer/EMT and Driver Engineer/Paramedic; excluding all other employees of the City of Lakeland.

ARTICLE 5. MANAGEMENT RIGHTS

Section 1. Except as expressly limited by any provision of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, as existed prior to the time the IAFF became the bargaining representative of the bargaining unit employees of the Employer. The Employer's past or future failure to exercise any function or right hereby reserved to it, or its

past or future exercising of any function or right in any particular way, shall not be deemed a waiver of its future right to exercise such function or right, nor preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2. It is agreed that the management of the City alone shall have authority to determine and direct the policies, mode and methods of providing services, without any interference in the management and conduct of the City's business on the part of the IAFF or any of its representatives. Except as expressly limited by a specific provision of this Agreement, the City shall continue to have the exclusive right to take any action it deems necessary or appropriate on the management of its business and the direction of its work force. All inherent and common law management rights and functions which the City has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the City. Such rights exclusively reserved to the City shall include, but not be limited to, (a) the right to determine the size and composition of the its working force; (b) to determine the number and type of equipment, vehicles, machinery, materials, products, and supplies to be used and operated, distributed, or discontinued; (c) to hire, retire, promote, demote, evaluate, transfer, suspend, assign, direct, layoff and recall employees subject to the express limitations of this Agreement;(d) to reward or to reprimand, discharge or otherwise discipline employees subject to the express limitations of this Agreement; (e) to maintain and improve the efficiency of employees; (f) to determine job content and minimum training qualifications for job classifications, and the amount and type of work needed; (g) to engage in experimental and developmental projects; (h) to establish new jobs, abolish or change existing jobs, and increase or decrease the number of jobs or employees; (i) to determine the assignment of work; j) to

schedule the hours and days to be worked on each job and each shift; (k) to discontinue , transfer , or assign all or any part of its operations; (l) to open new facilities and transfer its operations or any part thereto to new facilities; to make time studies of workloads , job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; (m) to expand, reduce, alter, combine, transfer, assign, cease , or create any job , job classification, department or function for operational purposes; (n) to institute, modify or terminate any bonus or work incentive pay plan; (o) to determine the location, methods, means , and personnel by which operations are to be conducted, including the right to contract or subcontract existing and future work; (p) to make or change rule s, policies and practices not in direct conflict with the provisions of this Agreement; (q) to introduce new, different or improved methods, means and processes of fire activity, transmission, maintenance, service and operation; (r) to make rules and regulations for the purpose of efficiencies, safe practices and discipline; (s) to determine the amount of overtime, if any, and assignment and requiting of overtime work , (t) to establish safety and security rules ; (u) to introduce electronic processing equipment, data gathering equipment, or automated equipment, even though such equipment may displace bargaining unit employees; (v) to alter health plans, insurance carriers, policies, or administrators through which benefits may be provided; (w) to require employees to obey orders of supervisory personnel, whether or not such orders are considered by the employee to be in violation of the contract; (x) to correct safety hazard s or unsafe working

practices or conditions; and (y) to establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.

Section 3. Nothing in this Agreement shall be construed to limit, control, or affect in any way the relationship between the Employer and its managerial employees or any other individuals employed by the Employer who are not specifically covered by this Agreement.

Section 4. In interpreting this Agreement there shall be absolute and complete regard for the rights, responsibilities and prerogatives of management. This Agreement shall be so construed that there shall be no interference with such rights, responsibilities and prerogatives except as may be expressly provided in this Agreement.

Section 5. The City Commission has the sole authority to determine the purpose and mission of the City government and the amount of the budget to be adopted by the City Commission.

Section 6. If in the sole discretion of the City Manager, 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 Manager during the time of the declared emergency provided that wage rates and monetary benefits shall not be suspended.

Nothing in this article shall be construed as a waiver of any of the Union's or Employer's rights as provided for in Chapter 447 Florida Statutes.

ARTICLE 6. RULES AND REGULATIONS

Section 1. The IAFF agrees that its members shall comply with all written Fire Department rules and regulations (Policies and Procedures Manual) and City of Lakeland Personnel Policies and Procedure Manual, including, but not limited to, those relating to conduct and work performance. The IAFF agrees to member compliance to the above policies and procedures from the effective date of this Agreement

Section 2. Representatives of the IAFF will be allowed to have input into any changes in any future rules prior to implementation of any such rule or change. The IAFF recognizes the right and responsibility of the City to review and improve any policy or procedure for the betterment of the Fire Department. Furthermore, the IAFF also recognizes the potential need for the City to add or delete policies and procedures as the need arises. The City agrees to notify the IAFF in writing at least twenty-one (21) calendar days prior to any policy modification affecting a term or condition of employment of the bargaining unit employees to the Lakeland Fire Department Policy and Procedure Manual or the City of Lakeland Personnel Policies and Procedures Manual for the purpose of discussing such modifications. The Department and the City retains the right to make the final decision of promulgation and implementation of any rules or regulations required by law or policies and procedures not covered by this agreement.

Section 3. It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

Section 4. Except where expressly modified by any provision of this Agreement, the Lakeland Fire Department Policy and Procedure Manual and the City of Lakeland Personnel Policies and Procedures Manual from the effective date of this Agreement shall govern the relationship

between the Employer and the employees covered by this Agreement. Any of the Fire Department or City rules in conflict with this Agreement shall be of no force and effect.

ARTICLE 7. NO DISCRIMINATION

With respect to IAFF membership or activities, both parties will respect the rights of the employees, meaning that the unit employees are free to join the IAFF and participate in its activities if they want to, and they are also free as individuals to reject IAFF membership and to refuse to support the IAFF or pay dues to it, without being subjected to any kind of harassment or retaliation.

ARTICLE 8. IAFF REPRESENTATIVES WITHIN THE LAKELAND FIRE DEPARTMENT

Section 1. Starting from the Effective Date of this Agreement and continuing every year thereafter, the union will maintain a union leave bank for the purpose of enabling union designees, time off for conducting IAFF business, which may include processing grievances or representation of bargaining unit employees in pre-disciplinary hearings or investigations provided that members of the bargaining unit request such representation, and time off to attend professional development conferences, seminars, educational classes, and meetings. These

designated individuals will be the only individuals recognized as IAFF Representatives within the bargaining unit.

Section 2. IAFF Representatives shall have the right to request time off to conduct the aforementioned IAFF business provided that such request follows the fire department's vacation and compensatory time policies. Such request shall be made to the Fire Chief or designee and shall not be unreasonably withheld. At no time, shall more than three (3) IAFF representatives be allowed time off from work pursuant to this Article at any one time. Union bank leave shall be used in increments of two (2) hours or greater. Union time off is to be considered excused leave and is to be taken under the Fire Department Vacation and Compensatory Time Policy. Employees designated to attend union related meetings and business requirements shall not be negatively impacted as it relates to the scheduling of overtime opportunities or maintaining position on the department's overtime position listing should union related meetings be scheduled at a time overtime employment is available to the members.

Section 3. Starting from the Effective Date of this Agreement, up to six (6.0) hours of annual leave per fiscal year may be transferred as deemed necessary by the Union from each IAFF member's annual leave balance at each IAFF member's rate of pay to the IAFF leave bank. Leave taken pursuant to this Article must be taken from the IAFF leave bank at each IAFF Representatives' rate of pay. Any currency balance remaining in the IAFF leave bank at the end of the fiscal year shall be transferred to the IAFF leave bank for the following fiscal year. Union leave shall be treated as vacation leave and shall not have a negative effect on the member's FLSA overtime pay.

ARTICLE 9. COMBINED LABOR MANAGEMENT COMMITTEE

Section 1. Committee Members.

- A The IAFF and the City of Lakeland recognize the importance of good labor management relations. The IAFF and the City shall maintain a joint management committee consisting of no more than six (6) members; no more than two (2) of whom shall be appointed by the Fire Chief; and no more than four (4) of whom shall be appointed by the IAFF.
- B The position of chairperson shall rotate between the IAFF and the City on a semiannual basis.
- C Attendance of a Human Resource representative must be requested by Local 4173 or Fire Administration, if needed.

Section 2. Committee Purpose.

- A The purpose of the committee shall be to discuss matters affecting the health, safety and working environment of the bargaining unit members and the quality of the fire service to the community, and any other problems of a general nature.
- B The committee may make recommendation(s) to the Fire Department administration concerning issue(s) addressed by the committee. Subjects discussed will not be limited to only those specified in this agreement.
- C The committee shall not engage in collective bargaining or be used in resolution of grievances.

Section 3. Meetings.

- A The committee shall meet at least quarterly, and more often, if both the IAFF and the City agree. The quarterly meeting shall be held upon ten (10) calendar days' notice by the chairperson.

- B The quarterly meeting may be deemed waived for the quarter if both parties agree not to meet in that quarter, or if no notice of meeting is given.
- C All other meetings shall be scheduled by mutual agreement of the parties.
- D Meetings shall be scheduled during regular business hours if possible and at an agreeable time. However, meetings shall be outside the working hours of a participating bargaining unit member or the member may use IAFF leave bank time as provided in Article 8.
- E Attendance at the meeting outside of regular working hours shall not be deemed as time worked, nor compensable

ARTICLE 10. DISCIPLINARY ACTIONS AND DISCHARGE

The Employer may take disciplinary action up to and including discharge for just cause, including, but not limited to violations of the Fire Department Policy and Procedure Manual and the City of Lakeland Personnel Policies and Procedures Manual. Each employee shall have the option of utilizing the Grievance and Arbitration Procedures in this Agreement only. Upon this Article becoming effective, the Employer will conduct a review of any existing rules, regulations, policies, or ordinances which may be in conflict herewith, including any Civil Service rules and regulations, and steps shall be taken, as appropriate, to confirm such provisions to this Article.

ARTICLE 10. MOU

Memorandum of Understanding

This memorandum of understanding is entered into by and between the City of Lakeland and the IAFF Local 4173 regarding “Article 10: Disciplinary Actions and Discharge”. The COL and the local will work together to formulate a disciplinary action process and agree upon language to be implemented by October 1st 2020 for members arrested for misdemeanor and/ or felony charges.

_____ Date _____

City of Lakeland

_____ Date _____

IAFF Local 4173

ARTICLE 11. HUMAN RESOURCES FILES

All employees shall be permitted to access their individual, official personnel files. All items contained in such files shall be available for review, except such matters as may be exempt from public disclosure under the Public Records act. Such review shall be available to the employee at reasonable times, under the supervision of the designated custodian.

Written employee evaluations and reprimands that will be filed in the employee's official department or City Hall "Human Resources" file will be signed and dated by the individual who prepares them and signed and dated by all other management personnel who review and approve them including the Chief, or his designee, before they are reviewed with the employee. Any document requiring an employee's signature will be placed in the employee's official Human Resources file as soon as practicable.

Employees will add any written comments they wish, date and sign all written evaluations, and reprimands in acknowledgement only that they have read and understand the contents and will be given a copy at that time. Should any additional written comments be added to such documents after employees sign and date the initial copy, then employees will be immediately provided a copy containing the additional comments signed and dated by whomever added the comments and again, employees will add any written comments they wish, date and sign all such amended documents as acknowledgement only that they have read and understand the additional comments. Nothing herein shall preclude any individual from keeping his or her own files or records, or City records other than the official Human Resources file, including any records which relate or refer to unit employees. Furthermore, nothing herein shall be construed to limit in any manner the admissibility of any record or document in any arbitral or other proceeding.

All Firefighters/Driver Engineers shall be notified in writing when his/her personnel file is reviewed under the Public Records Act. If the identity of the requestor reviewing the file is known that will be given to the employee.

ARTICLE 12. RESIDENCY REQUIREMENT

As a condition of employment for bargaining unit members, employees are required to have their primary residence within a 60-mile radius from Station One. One (1) year from the date of employment is given to meet the requirement.

ARTICLE 13. FIRE DEPARTMENT ACCESS

IAFF/FPF representatives who are not employees of the Employer may be permitted access to the Fire Department for the purpose of administering this agreement and/or under the provisions of the Firefighters' Bill of Rights, and to the public areas of the Fire Department. No such access shall be used for organizational purposes, and no such access shall be permitted to interfere with performance of work. Access to restricted areas may be given upon reasonable advance notice to the Fire Chief or designee, provided that the IAFF/FPF representative must be accompanied by an escort assigned by the Fire Chief or designee. Except as provided in this Article, no access shall be given to the IAFF/FPF representative without the express written consent of the Fire Chief or designee.

ARTICLE 14. RIGHTS OF OFF DUTY UNION REPRESENTATIVES

Nothing in this agreement shall abridge the right of any duly authorized representative of the Union, while off duty, to present the views of the Union to the citizens on issues, which affect the welfare of its members as long as they are clearly presented as views of the Union and not of the City of Lakeland.

ARTICLE 15. SCHEDULING LIEUTENANTS

Scheduling Lieutenants will report at 0700 hours to allow an hour for creating the schedule for the shift. Scheduling Lieutenants will receive compensatory time or overtime for the hour that they spend creating the schedule. Upon completion of the schedule, scheduling Lieutenants will work their regular 0800-0800 hour's shift.

ARTICLE 16. DUES CHECK-OFF

Section 1. The Employer agrees to deduct bi-weekly from the earnings of its employees who have signed individual authorization cards, supplied by the Lakeland Professional Firefighters ("LPF"), and to remit the same to the duly designated officer of the LPF, until such time as the employee resigns his/her membership in the LPF or otherwise revokes his/her dues deduction authorization in writing to the Employer and the LPF with 30 days' advance notice.

Section 2. Should the dues deduction authorization form executed by any employee conflict with any state or federal law in any respect, the Employer shall be relieved from honoring such authorization.

Section 3. The LPF agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the LPF from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him/her at the regular time the dues are to be deducted from which to make such deduction. The LPF shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 4. The LPF agrees to pay the Employer \$150.00 for the initial set up of check-off and \$0.30 per deduction per employee bi-weekly for this service.

Section 5. The Employer shall not be required to collect LPF dues in arrears. Any change in dues made by the LPF will be made effective after a thirty (30) day written notice by the LPF's Secretary/Treasurer or designee to the Employer.

ARTICLE 17. BULLETIN BOARD & DISPLAY CABINET

Section 1. The union may furnish and maintain one Bulletin Board for all bargaining units to be mounted at each Fire Station for the purpose of posting official union notices. The Bulletin Boards are to be "glass" enclosed and lockable. A key for each Bulletin Board should be given to the Fire Chief, or his designee. Copies of union notices should be submitted to the Fire Chief, or his designee, for approval (which shall be determined within 48 hours), and approval will not be withheld if the bulletin concerns official, local union business, such as: Notices of union elections, appointments and results of union elections, notices of union meetings, or other

notices concerning union affairs which are not political or controversial in nature. All notices posted shall be signed by a designated Lakeland Fire Department IAFF representative or their alternate as described in Article 8 IAFF REPRESENTATIVES WITHIN THE LAKELAND FIRE DEPARTMENT. The cost of notices and the Bulletin Board shall be borne by the union, except that the City will have City personnel mount the boards in a location approved by the Fire Chief or his Designee.

Section 2. The union may establish a display case on the first floor of Lakeland fire Department Station #1. The IAFF will have the ability to place union related and associated items for sale to members and the general public within the display case. Any sales tax associated with sold items and auditing requirements associated with the sale of approved items will be the sole responsibility of the Lakeland Firefighters Association and/or the IAFF Local 4173. The city of Lakeland or Fire Department shall have no responsibility for the administration of sales, collection, auditing and sales tax remittance. The Lakeland Fire Chief or appointed designee will have the authority to approve and/or disapprove any items displayed within the cabinet.

ARTICLE 18. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as an allegation made during the term of this Agreement that the Employer has violated a specific Article and Section of this Agreement, which includes all mandatory subjects of bargaining contained within the Lakeland Fire Department rules and regulations (Policies and Procedures Manual) and the City of Lakeland Personnel Policy and Procedure Manual. An action or inaction alleged to be a violation of the Agreement may be

grieved on behalf of any and all bargaining unit members that have or may be affected by the action or inaction. Employees who are not members of the IAFF may utilize the Grievance Procedure established by this Article, but the Union is in no way responsible for nonmembers' utilization of this Article.

Section 2. Under no circumstances shall there be a suspension or slowdown of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of each succeeding level of supervision. No grievance shall be considered unless it is processed in complete accordance with the following Steps. Grievances not timely submitted, or which do not contain the required information and signatures shall be null and void.

Step 1 There shall be a discussion between the employee and his/her shift officer (Lieutenant) concerning the specific Article and section of the Agreement alleged to have been violated within fifteen (15) calendar days of the alleged violation. The employee shall submit a grievance form which has been mutually agreed upon by both parties. The grievance form shall specify the particular Article and Section of the Agreement alleged to have been violated, shall contain a complete and detailed statement of the facts upon which the grievance is based, including the date of occurrence, shall specify the proposed remedy, shall be signed and dated by the bargaining unit employee(s), and by an IAFF officer alleging the violation. If possible, the grievance should be resolved at this level. Upon receipt of the grievance, the Lieutenant, or his/her designee, shall record the date and time the grievance was received, shall investigate the grievance, and provide a written proposal for resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the date that the grievance was received. Grievances resulting from an action or inaction of the Battalion Chief and beyond the authority of the shift officer (Lieutenant) to

resolve shall skip Step 1 and go directly to Step 2. Grievances resulting from an action or inaction of an Assistant Chief or the Chief of the Fire Department and beyond the authority of the shift officer (Lieutenant) or Battalion Chief to resolve shall skip Steps 1 and 2 and go directly to Step 3.

Step 2 Grievances not resolved in Step 1 shall be submitted in writing to the Lieutenant's Battalion Chief or his/her designee within seven (7) calendar days of receipt of the Lieutenant's written grievance response. Upon receipt of the grievance, the Battalion Chief or the Battalion Chief's designee shall record the date and time the grievance was received, shall investigate the grievance, and provide a written proposal for resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the day the grievance was received. Grievances initially filed at Steps 2 or 3 shall contain the same information as outlined in Steps 1 and 2 and be submitted within fifteen (15) calendar days of the occurrence of the incident(s) alleged to have violated the terms of the Agreement.

Step 3 Grievances not resolved to the satisfaction of the IAFF in Step 2 shall, within seven (7) calendar days of the date the Battalion Chiefs answer was received, appeal the Battalion Chief's determination to the Fire Chief or the Chief's designee. The Chief or Chief's designee shall provide the IAFF with a written proposal for the resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the day the appeal or grievance was received.

Step 4 If the grievance is not resolved to the satisfaction of the IAFF in Step 3, the IAFF shall, within seven (7) calendar days of the day of the decision by the Chief, or his designee, was received, request in writing the City Manager or designee to review the circumstances, facts and Step 1, Step 2, and Step 3 decisions. The review shall be done within fourteen (14) calendar days of the day the City Manager receives the IAFF's request for review and

may include meetings with the IAFF, aggrieved employee, witnesses, and others as deemed appropriate by the City Manager or designee. Within twenty-one (21) calendar days of the day the grievance was submitted to the City Manager or designee, the City Manager or designee will provide the IAFF with the City's final written decision.

Section 3. Submission to Arbitration. In the event any grievance which has been timely brought during the term of this Agreement under Section 4 of this Article cannot be satisfactorily adjusted in accordance with Section 2 of this article, either the IAFF or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved regional arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within Thirty (30) calendar days of receipt by the IAFF of the decision in Step 4, or the right to pursue arbitration shall have been waived.

Section 4. The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced to writing in the manner specified, timely filed and pursued at each Step of the grievance procedure, and timely submitted to arbitration. Failure to initiate a grievance or appeal within the time limits in Sections 2 and 3, above, shall be deemed to be acceptance of the decision at that Step. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next Step of the grievance procedure. Time limits may not be extended except by written mutual agreement signed by representatives of both parties. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a

waiver of any issue as to arbitrability. However, the Employer is not required and may not be forced to proceed with any grievance or arbitration where the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3, above, have not been fulfilled, nor when the grievance or arbitration involves rights reserved by the Employer under this Agreement.

Section 5. Absent permission from the Employer, grievances must be processed outside of the schedule

Section 6. The filing or pendency of any grievance under the provision of this Agreement shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of subject, however, to the final disposition of the grievance.

**ARTICLE 18. INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 4173
and
CITY OF LAKELAND FIRE DEPARTMENT**

Grievance/Case No.: _____ Date of Grievance: _____ Number of
aggrieved individual's: _____

Date filed: (To be completed by appropriate supervisor): _____

Individuals Name(s) (attach additional pages as
needed): _____

Employer Representative(s) in Violation: _____

_____ Witnesses Name(s):

_____ Department:

_____ Name of Authorized

ARTICLE 19. ARBITRATION

Section 1. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the party requesting arbitration shall make the first strike from the list of arbitrators. The other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

Section 2. If the parties do not agree upon a person to act as an arbitrator within thirty calendar days after receiving such list of names, either party, prior to making its third strike, may request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with section 1. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

Section 3. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Article 18, Section 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld. Employees who voluntarily attend arbitration shall not be engaged in compensable work time.

Section 4. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific items of this Agreement (as defined in Article 18, Section 1) and to a determination of whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The Employer's action shall be upheld if it is based upon

competent substantial evidence. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

Section 5. Grievances may be filed and processed until a new collective bargaining agreement is reached.

Section 6. Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties. The fees and costs of the arbitrator shall be borne by the non-prevailing party. Any party requesting a transcript will bear its cost, unless otherwise agreed.

Section 7. The arbitrator shall have no authority to substitute his judgment for that of the Employer on an issue of management discretion, to assess any compensatory or punitive damages, to impose as a remedy any back pay to any employees or individuals who are not grievants, nor to limit or interfere in any way with the powers, duties, and responsibilities of the Employer except as such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers compensation benefits (except medical), any and all earnings which were or should have been earned by the grievant (i.e., the grievant has a duty to mitigate or minimize the damages and the Employer is not responsible for lost earnings to the extent that such loss could have been avoided had the grievant used reasonable care in seeking other employment to avoid or minimize the injury), and any other compensation from other sources during any period of unemployment for which back pay is awarded.

ARTICLE 20. EXCHANGE OF DUTY

Section 1. Exchange of duty privileges.

A. Exchange of duty shall be limited to a maximum of seventy-two (72) hours a month.

Exchange is defined as an hour for hour exchange and may not be purchased.

1. Exchange of duty time shall be recorded and balances shall be carried forward from year to year. No bargaining unit employee shall owe more than 360 total hours of exchange time. Once an employee reaches the 360-hour limit, no use of exchange of duty shall be permitted until the employee has a balance that is below 360 hours of owed exchange time. It will be the employee's responsibility to manage and track his or her exchange of duty balances. Exceptions may be granted on a case by case basis for extenuating circumstances only through the approval of the Fire Chief or their designee.
2. Once an exchange of duty is agreed upon by the employee being relieved, and the relieving employee, it shall be the responsibility of both parties to confirm the exchange with the approving supervisor. Appropriate forms for the exchange of duty must be submitted and approved prior to the beginning of the shift in which the exchange is to occur. In the event that an employee requires an exchange of duty on short notice, the supervisor receiving the exchanged employee may approve the exchange upon verbal consent from the relieved employee. The approving supervisor will enter "Verbal Consent by Employee", along with the relieved employee name on the exchange form, prior to signing and processing the form.
3. The relieving employee scheduled to work shall be deemed absent without leave in the event he/she fails to report for duty, unless advance notification at least one hour

before the shift is given. An exception may be granted in the event of a significant personal emergency which results in inability to communicate. Under the City of Lakeland Policy Manual, failure to report for a stand by (exchange) is a Group I offense. Corrective disciplinary action will be imposed. In no case will less than an oral warning be issued.

4. In the event the relieving employee does not report for duty and the relieved employee is unavailable, the relieved employee will be charged the missed work time and may use his/her paid vacation, compensatory time, or deferred holiday time.
5. Loss of exchange of duty privileges will be implemented for the failure of the relieving employee to report for duty. A first offense will result in a loss of privileges for three (3) months. A second offense occurring within one (1) year of the first offense will result in a loss of privileges for an additional six (6) months.
6. If an exchange of duty occurs on a holiday, the employee scheduled to work will be paid all higher holiday pay as though he/she actually worked the holiday.

Section 2. Exchanges may be made between positions as follows: Firefighter for Firefighter or Firefighter/Paramedic, Firefighter/Paramedic for Firefighter or Firefighter/Paramedic, step up Driver/Engineer for Driver/Engineer or Driver/Engineer Paramedic, Driver Engineer or Driver Engineer Paramedic for step-up Driver Engineer or Driver Engineer/Paramedic. The relieving employee's Driver or step-up Lieutenant qualifications must meet or exceed that of the relieved employee.

Section 3. Any exchange of duty which creates additional overtime pay, step-up pay, increases benefit costs, incentives, or accruals, conflicts with City of Lakeland policy, or has an impact

on scheduled training, pre-fire planning, or negatively impacts the overall operation of the shift may be denied by the Lieutenant or Battalion Chief whose shift is affected.

Section 4. Since exchange of duty is designed as a privilege or benefit for "employee in good standing," it will not be available to any employee while he/she is on a disciplinary probation or subject to a performance improvement plan.

ARTICLE 21. Layoff and Recall

Section 1. Definition of Layoff. A reduction in the numbers of employees due to lack of work, lack of funds or for any reasons other than acts or delinquencies of the employee. Classification Seniority; length of time in your classification; Firefighter or Driver.

Section 2. Order of Layoff.

A. No regular non-probationary employee is to be laid off while a probationary or temporary employee is serving in the same classification.

B. Once the City of Lakeland determines that a layoff is necessary, the City will lay off Fire Department employees according to seniority in their classification. An employee designated for layoff may be entitled to bump an employee in a lower classification in the department, if the employee has:

1. More seniority than the employee to be bumped;
2. Is qualified for the position;
3. The employee moving to a lower classification must have previously served in the lower position;

4. Is capable of performing the duties of the lower classification. A bumped employee can also exercise the same bumping privilege into a lower classification.

Section 3. Notice of Layoff. Employees being laid off shall be given fourteen (14) calendar days' written notice in advance or in lieu thereof, one (1) weeks' pay or a combination of days' notice or pay to be paid at the employee's current hourly base rate of pay. For example, if only seven (7) days' notice is provided, the City shall pay the employee two-and- a-half (2- 1/2.) days of pay (one day's pay equals two working days' notice). The IAFF shall be furnished a copy of such notice.

Section 4. Order of Recall. Employees shall be recalled from the layoff in order of seniority provided that they are qualified to perform the work to which they are recalled. A physical exam and drug screening will be required by the employer prior to being recalled. Recalled employee will meet the current requirements for the annual firefighter physical exam. If unable to meet the requirements by the City's attending physician, the employee may request an extension of their recall, not to exceed (thirty) 30 days. No new employee shall be hired for a position that an employee who was laid off, and otherwise eligible under this Article, would be qualified to perform.

Section 5. Employment Status. After eighteen (18) months have passed since an employee was laid off, that employee will be removed from the preferential re-employment list. Upon receipt of a written request by the employee, a six-month extension may be granted. Additionally, when an employee who was placed on the re-employment list after a layoff, either rejects an offer of re-employment or requests that his/her name be removed from the employment list or otherwise removed, due to death or disability, that employee shall no longer be considered eligible for re-employment with the Fire Department.

Section 6. Benefit Status. During the period which an employee remains on a preferential re-employment list, the employee shall not receive paid time off or termination payments (i.e. sick leave, pension, longevity). All benefits shall cease during the layoff period. Health insurance for which the laid off employee would have otherwise been eligible, may be continued at the employee's expense for the period of time the employee remains on the re-employment list or in accordance with the law, whichever is longer.

Section 7. Recall Procedures. The City shall notify employees to be recalled by United States First Class mail. All employees on layoff shall have the obligation of providing the City with their correct mailing address where such notice shall be mailed. A recalled employee shall immediately inform the City of his/her intent to accept or reject the recall offer. If the recalled employee does not respond to the recall offer within seven (7) calendar days after the City mailed the recall notice, or the employee notified the City of acceptance of recall but fails to report at the specified time, or the employee accepts or rejects any employment with the City, or the employee has been on layoff for a period of eighteen (18) months, the employee's name shall be removed from the re-employment list.

Section 8. Calculation of Benefits. An employee recalled following a layoff shall be allowed to include all service and seniority which was creditable on the date of layoff when computing their seniority. Service or seniority shall not accrue during the period of layoff. No benefits shall accrue during the layoff period.

Section 9. Layoff Not Disciplinary Action. Under no circumstances is a layoff considered a disciplinary action and in the event of any grievance, based on provisions under this Article, such grievance must be based solely upon whether the layoff was conducted in accordance with the provisions of this Article.

ARTICLE 22. Education

Section 1. Educational Assistance. It is the policy of the City to make opportunities available to employees for training, career development and advancement consistent with individual ability, performance and the requirements of the City. Regular full-time employees who have completed twelve (12) months of continuous service with the City are eligible to apply for tuition reimbursement in accordance with the following: Eligible courses must be offered by an accredited college, university, vocational school or correspondence school, or courses approved by Fire Administration. Reimbursement shall be equal with that established by City of Lakeland Human Resources' Tuition Reimbursement/Educational Assistance Policy for any individual employee based on the following criteria:

A. Full tuition is available for course work that is directly related to the employee's current job classification with the City.

B. Full tuition is available for course work, which is directly related to other job classifications with the City that will enhance the employee's opportunity for advancement to those classifications. The employee shall initiate an "Application for Educational Assistance" at least two (2) weeks prior to the beginning of classes along with the student schedule and fee receipt showing the amount of tuition paid. This form will be completed and sent through the supervisor to the Fire Chief who will indicate approval or disapproval. If approved by the Fire Chief, this form will be forwarded to the Employee Relations Office for final approval or disapproval. The original application for Educational Assistance will be maintained in the Employee Relations Office and signed copies will be returned for the Fire Chief and the Employee. After completion of the approved course(s), and the employee submits a transcript indicating successful completion with final grade(s) of "C" or better or a certificate of

satisfactory completion, the employee will be reimbursed according to the approved "Application for Educational Assistance."

Section 2. Education Time Off. All compensatory time and deferred holiday time may be used for Education for the betterment of the employee, City of Lakeland and the citizens of Lakeland.

Authorization for time off must be approved by employee's Battalion Chief or his designee, prior to time off being scheduled. Proof of class schedule and receipt must be submitted with application for educational assistance/ Time off form prior to authorization.

Once the initial and alternate vacation selections of vacation are completed, vacant "slots" are available for Education Time on a first come first serve basis.

No employee shall take or schedule Education Time that has not been earned. Further, no more than two (2) blocks of Education Time may be scheduled at any one time as long as a "slot" is available. Education Time off will be scheduled sixty (60) hours prior to date of use.

Shift personnel are permitted to take Education Time in increments of (4) hours or more in whole hours only as long as a "slot" is available. A 2-hour block of Education Time may be granted if shift personnel have a registered class meeting Article 22 immediately following their shift. Then Education Time can be used only in a two (2) hour block from 0600 hours to 0800 hours for travel time.

Courses within the sixty (60) mile residency radius will be allowed to add a maximum of three (3) hours travel time per day. Courses outside the sixty (60) mile radius requiring an overnight stay will qualify as Education Time off.

Eligible courses must be offered by an accredited college, university, vocational school or correspondence school, or courses approved by Fire Administration.

C. Education time off is available for course work, that is directly related to the employee's current job classification with the City.

D. Education time off is available for course work, which is directly related to other job classifications with the City that will enhance the employee's opportunity for advancement to those classifications.

No deviations will be permitted if the Seven "slots" of that shift are filled.

If an employee has taken off for a class that the employee did not attend, the employee will be subject to disciplinary action and will lose the privilege of using Education time for a period of two hundred seventy (270) days.

ARTICLE 23. MILEAGE ALLOWANCE

The City of Lakeland shall attempt to provide transportation to an employee if that employee is required to change stations (from normal duty station) during normal work hours. If no transportation is available, and if the employee has their own vehicle, then the employee shall receive the current Internal Revenue Service standard mileage deduction allowance rate for each trip made between stations. The reimbursement rate shall be 75% for employees who could use a Fire Department vehicle but choose to use their own vehicle. Distances between stations will be measured and standardized by the Department.

If an employee reports to his/her regular duty station and is requested by management to drive to another station before his/her scheduled start time, then the travel time shall be recorded and paid regular work time. It is the employee's responsibility to complete and submit the appropriate

paperwork concurrently to the Fire Department to receive this payment bi-weekly. Travel between home and work, and from work to home, from any station is not compensable.

ARTICLE 24. OBSERVATION OF HOLIDAYS

Section 1. Christmas Eve is added as a holiday for bargaining unit employees. Shift employees and all other employees, who are required to work on a City of Lakeland observed holiday as part of their normal scheduled work time, shall be paid at one and one-half times the regular hourly rate for time worked, in addition to pay for the holiday. For shift employees, the actual day of the holiday, such as Christmas, December 25, shall be the day for which overtime will be paid for those who qualify and work on that day. Finance Department payroll policies apply on payments for holiday hours and leave time.

Section 2. One (1) floating holiday may be utilized by the employee (member) each calendar year as one twelve (12) hour block (0800-2000 or 2000-0800) or two (2) - six (6) hour blocks as requested by the employee subject to the approval from the Fire Chief or Chief's designee and as authorized by departmental policy. An employee must be on the department payroll for a minimum of ninety (90) consecutive calendar days prior to becoming eligible for the benefit of a floating holiday. The floating holiday must be utilized by the employee within the calendar year the time is accrued. If the employee is designated a rehire within the same calendar year,

he or she shall be eligible for only (1) floating holiday that particular year as administered in this section.

Section 3. Any shift employee who is hired back for overtime on an observed holiday shall be paid at two (2) times the regular hourly rate for time worked.

ARTICLE 25. DEFERRED HOLIDAY TIME-OFF POLICY

All City holidays (except Floating Holiday) may be deferred to be taken at a later date at the discretion of department management and in accordance with the following:

1. Once the initial and alternate vacation selections are completed, vacant slots are available for deferred holiday time, compensatory time and floating holidays, and any other excused leave on a first come, first serve basis.
2. No employee shall take, or schedule deferred holiday time that has not been earned. Further, no more than two "short" blocks (less than 12 hours) of time may be scheduled at any one time.
3. Deferred holiday time shall be used in increments of twelve-hour blocks and can only be used from 0800-2000 or 2000-0800
4. Bargaining unit employees will be permitted to take deferred holiday time in increments of 4 hours or more solely for education as described in Article 22. A two (2) hour block of deferred holiday time may be granted for approved education if shift bargaining unit employees have a registered for a class meeting the requirements of Article 22 immediately following their shift. This two (2) hour block of-deferred holiday time can only be used from 0600 hours to 0800 hours for travel time.

5. Upon termination of employment, an employee who has accrued deferred holiday time under this policy shall be paid for the unused time.
6. The average regular rate received during the last three (3) years of employment; or
7. The final regular rate received whichever is higher.
8. At the end of the fiscal year, all deferred holiday time not used will be paid at the employee's current hourly rate or converted into compensatory time at the discretion of the City.

At no time may an employee have a balance of more than one hundred (100) unused hours of compensatory time on the records of the City's payroll system.

ARTICLE 26. VACATION & COMPENSATORY TIME

Section 1. To establish guidelines concerning vacation and compensatory time use for eligible employees, and other excused leave to maintain consistency during the selection process. It is the responsibility of the Battalion Chiefs and Division Heads to maintain fair and consistent administration of the program. The Fire Chief has the authority to change the policy if it adversely affects the operations of the fire department. The policy shall adhere to the City of Lakeland Personnel Policy and Procedure Manual where applicable.

1. Vacation (annual leave) and compensatory time are accrued in accordance with the City of Lakeland Personnel Policy and Procedure Manual in effect as of the ratification of this agreement.

2. A vacation day consists of a 24-hour shift. Shift personnel must take vacation in 12-hour increments, 0800 to 2000 or 2000 to 0800, up to the amount earned.
3. Shift personnel with up to five (5) years of service accrue six (6) vacation days annually. Between five (5) and fifteen (15) years of service, seven and a half (7.5) vacation days. Those with greater than fifteen (15) years of service accrue ten (10) vacation days annually.
4. Employees hired after January 1, 1989, may take vacation in the month earned in accordance with the City of Lakeland Personnel Policy and Procedure Manual in effect as of the ratification of this agreement. Employees can carry no more than ten (10) vacation days into the next calendar year.
5. There are seven (7) slots per twenty-four (24) hour shift for personnel to take excused leave. Because all personnel accrue annual leave, vacation has priority over other excused leave during the initial vacation selection.
6. Initial vacation selections are done by seniority on each shift at the Lakeland Fire Department, excluding the Battalion Chief position and Rescue Captain.
7. Initial vacation selections will be chosen no later than January 20th of the calendar year, and the vacation period will run to February 1st of the next calendar year.
8. A pick can be for twelve (12) or twenty-four (24) hour increments (0800-2000, 2000-0800, 0800-0800). Multiple shifts chosen during one pick must be taken consecutively. Two (2) consecutive half shifts will only be permitted as one if the pick is a consecutive PM to AM slot.
9. The initial vacation selection will be considered closed when all personnel have exhausted their choices of accrued vacation.

10. Only one (1) alternate slot will be available for any shift that is full. Personnel may elect to use a “pick” when it is their turn to select an alternate slot for a day that is full. Choosing an alternate slot will follow the same guidelines as choosing a regular slot.
11. When an employee transfers to a different shift, all of the vacation days that he/she has scheduled in the vacation book at the time of the transfer shall be transferred to the corresponding/contiguous dates on the new shift.
12. It shall be the responsibility of the transferred employee to notify his newly assigned Lieutenant (or Battalion Chief if a Lieutenant is not assigned) of his or her old shift’s vacation picks and to have them transferred over to the new shift’s electronic vacation log within two (2) weeks of the transfer. The newly assigned Lieutenant will be responsible for removing the employee’s vacation picks from the old shift’s electronic vacation log and for adding them to the new shift’s vacation log within two (2) weeks of receiving the newly assigned employee.
13. Failure to transfer these vacation picks to the new shift’s electronic vacation log within two (2) weeks of the employee being transferred will result in a forfeiture of those dates.
14. If the seven (7) vacation slots are not full at the time of the transfer, the transferred employee’s vacation days will be placed into one of the vacancies and will count towards the seven (7) total slots available.
15. If the seven (7) vacation slots are full at the time of the transfer and there is no alternate, the transferred employee’s vacation days will be placed into the new shift’s vacation schedule as the alternate. If at any time any of the original seven (7) employee’s cancel

their vacation day, the transferred employee would be moved into the seventh (7th) vacation slot.

16. If there is already an alternate, the newly transferred employee's vacation days will be placed into the schedule as the second (2nd) alternate. This is the only situation where more than one (1) alternate will be allowed. If any of the original seven (7) vacation selections are cancelled the first (1st) alternate will be moved into the seventh (7th) vacation slot and the transferred employee will become the first (1st) alternate.
17. In the unlikely event that more than one person is transferred to a new shift with vacation picks that fall on a high demand day, their picks will also be added to the new shift's electronic vacation log as (second (2nd) alternate, third (3rd) alternate, etc.) and their dates would also be honored as long as the procedures outlined in this policy are followed.
18. The transferred employee's vacation days that are scheduled in the vacation log at the time of transfer will be honored even if the seven (7) slots for the newly assigned shift are full.
19. Once the initial and alternate vacation selections are completed, vacant slots are available for floating holidays, and any other excused leave on a first come, first serve basis.
20. No eligible employee shall take or schedule compensatory time that has not been earned.
21. Secondary vacation picks by shift personnel must be requested through an approved supervisor by 0700 prior to the beginning of the shift in which the time is to be used.

Any deviation from this policy requires the approval of the Battalion Chief or his/her designee.

22. Shift personnel requesting changes or cancellation of excused leave on non-high demand days shall notify the Battalion Chief or his/her designee by 0700 hours prior to the start of the shift. No cancellations will be permitted if the seven (7) slots for the shift are filled (high demand day) with less than 60 hours' notice. However, if there is an alternate for the shift in question, the request may be granted by the Battalion Chief/designee if notification is given no later than 0700 before the start of that shift.
23. In minimum staffing situations, any excused leave that is not scheduled by 0700 prior to the start of the shift will be denied.
24. Military leave shall be scheduled in compliance with Uniformed Services Employment and Reemployment Rights Act (USERRA).
25. Union bank leave shall be used in increments of two (2) hours or greater and in accordance with the vacation and compensatory time policies in effect as of the ratification of this agreement. No more than three (3) IAFF representatives shall be allowed time off from work on union bank leave at any given time.

Section 2. Vacation slots available to members shall be maintained at a ratio of one (1) vacation slot per every seven (7) line shift personnel per shift covered under this collective bargaining agreement.

ARTICLE 27. COMPENSATORY TIME-OFF POLICY

Compensatory time may be accrued and granted in lieu of cash payment for time worked in excess of the established work period at the discretion of department management and in accordance with the following:

1. Compensatory time is earned at a rate of one and one-half hours for each hour of overtime worked.
2. Once the initial and alternate vacation selections are completed, vacant slots are available for compensation time, deferred and floating holidays, and any other excused leave on a first come, first serve basis.
3. No employee shall take or schedule compensation time that has not been earned. Further, no more than two blocks of compensation time may be scheduled at any one time.
4. Compensatory time shall be used in increments of not less than six (6) hour blocks. Needs greater than six (6) hours can be issued in whole hour increments. Bargaining unit employees will be permitted to take compensatory time in increments of four (4) hours or more solely for education as described in Article 22. A two (2) hour block of compensatory time may be granted for approved education if shift bargaining unit employees have a registered class meeting the requirements of Article 22 immediately following their shift. This two (2) hour block of compensatory time can be used only from 0600 hours to 0800 hours for travel time.
5. Upon termination of employment, an employee who has accrued compensatory time under this policy shall be paid for the unused compensatory time.

- a) The average regular rate received during the last three (3) years of employment; or
 - b) The final regular rate received whichever is higher.
6. Any unused compensatory time balance may be carried forward from year to year. However, at no time may an employee have a balance of more than one hundred (100) unused hours of compensatory time on the records of the City's payroll system. Upon termination of employment, an employee who has accrued compensatory time shall be paid for up to sixty (60) hours of unused compensatory time that will be included in their retirement calculation. Any remaining unused compensatory time exceeding sixty (60) hours may be taken prior to the last day of employment or be paid to the employee. Compensatory leave exceeding sixty (60) hours will not be included in the retirement calculation.

ARTICLE 28. MANDATORY OVERTIME POLICY

Minimum staffing requirements will be maintained at all times for fire and rescue apparatus. Firefighters will remain in their assigned position on an apparatus until relieved by on-coming shift or overtime personnel. Mandatory overtime will be established to keep minimum staffing if volunteer overtime fails to fill open positions. A mandatory overtime list will be established for each shift by seniority. Mandatory overtime will be filled from the list beginning with the least senior employee. An employee shall not be eligible for mandatory overtime if they have approved leave prescheduled for the following shift beginning at 0800 hours. In addition, should the employee be off for at least the last 2 hours of their work shift on approved leave, they are ineligible

for mandatory overtime for the following day (24 hours). Employees that have exceeded the established annual cap are also ineligible for mandatory overtime. Once an employee works two (2) or more consecutive hours of mandatory overtime, that employee will go to the end of the mandatory overtime list for his/her assigned shift. Exchange of duty privileges will be allowed for any person working mandatory overtime provided they meet the requirements established in the exchange of duty policy.

ARTICLE 29. PAY AND BENEFITS

Section 1.

Year 1 Fiscal Year 2020

1. All members receive an Across the Board increase (ATB) of 2.0%.
2. A 2.5% Merit Increase will be given to all eligible members of the bargaining unit upon completion of an acceptable performance review during the members normally scheduled review cycle with the exception of those at the top of the pay range.

Year 2 Fiscal Year 2021

1. All members will be provided the same City Wide Across the Board increase as approved by the City Commission.
2. All members will be provided the same City-Wide merit increase as approved by

the City Commission upon completion of an acceptable performance review during the members normally scheduled review cycle with the exception of those at the top of the pay range.

Year 3 Fiscal Year 2022

1. Both parties agree to establish a collective bargaining “reopener” to discuss wages for Fiscal Year 2022, commencing October 1, 2021. The discussion of wages will commence no later than July 1, 2021

Section 2. Employee Step-up Pay Hourly Minimum. Full time employees temporarily assigned to perform duties and responsibilities of job classifications higher than their current classifications shall be compensated according to the following: 5% when stepping up into the Rescue Captain position, and 10% when stepping up to Battalion Chief. Step up pay requires the employee to fill in the role for a minimum of 1-hour.

Section 3. ALS Intern Program. All newly hired and/or certified paramedics are required to complete an ALS Intern Program and be approved by the Fire Department's Rescue Chief and the Medical Director for Polk County prior to operating as a solo paramedic for the department.

The ALS Intern Program includes an initial 3-week orientation followed by ride time on an ALS Transport and/or Non-Transport unit under the direct supervision of an assigned Field Training Officer (FTO) for a period of up to ten (10) shifts or 240 hours. This ride time may be divided between an ALS Transport ambulance and an ALS non-Transport fire apparatus. Additional hours may be added to the initial 240 hours if an Intern has not successfully completed their ride time per the FTO, Rescue Chief, or the Office of Medical Control. Flexibility must be

provided with regard to ride time hours. The number of emergency calls and the level of treatment provided by the intern will dictate whether an intern receives sign off prior to the completion of the required shifts or be required additional hours. Additional hours may be distributed between ALS Transport Ambulance and/or ALS Non-Transport fire apparatus.

Newly hired and/or certified paramedics will be eligible to receive paramedic pay when all of the following criteria has been met:

- (1) They produce their State of Florida Paramedic certification.
- (2) They successfully complete the LFD new Paramedic Orientation Program
- (3) They complete all of the mandatory ride time.
- (4) They are released by the LFD Rescue Chief and the PCFR Medical Director to function independently as Paramedics in the field.

Section 4. Field Training Officer Incentive. The ALS Intern Program for newly hired and/or certified Paramedics includes a minimum three (3) week orientation followed by ride time on an ALS Transport and/or Non-Transport unit under the direct supervision of an assigned Field Training Officer (FTO) for a minimum of ten (10) shifts or 240 hours.

The City FTO will be assigned and approved by the Department Rescue Chief. Effective October 1, 2013, the FTO assigned will be eligible to receive step-up pay of \$2.63 per hour for every hour spent training the newly hired and/or certified paramedics in the ALS Intern Program for a total of approximately ten (10) shifts or 240 hours.

Section 5. ARFF and USAR Incentive. All ARFF certified employees who maintain training requirements and actively participate in the program shall receive \$100/month. The current USAR incentive will remain at \$100/month. The maximum number of trained

personnel eligible to receive specialty incentives (ARFF and TRT/USAR) will be limited to forty-five (45) for each specialty area.

Section 6. Management retains the right to determine the appropriate number of certified personnel required in each specialized assignment area.

Section 7. Lieutenant/EMT. At minimum will require Lieutenant and EMT certification, but no particular prior service or experience. If Paramedic certification is subsequently obtained, a Lieutenant/EMT will be reclassified to a Lieutenant Paramedic position upon satisfying all of the requirements to function independently as a Paramedic in the field under the direction of the LFD Rescue Chief and the PCFR Medical Director.

Lieutenant/Paramedic. At minimum will require Lieutenant and Paramedic certification. Only Lieutenant/EMT or Lieutenant/Paramedic will be reclassified into this classification upon promotion and/or obtaining Paramedic certification and satisfying all of the requirements to function independently as a Paramedic in the field under the direction of the LFD Rescue Chief and the PCFR Medical Director. If a Lieutenant/ Paramedic loses paramedic certification, then the individual will be reclassified back to a Lieutenant/EMT position and would no longer be paid at the Lieutenant/Paramedic rate.

Section 8. Paramedic Requirements. Managerial rights are reserved to allow supervisory and managerial personnel outside the bargaining unit to perform Paramedic duties as needed. Lakeland Fire Department Paramedics operate under the direction of the Medical Director for Polk County and the Lakeland Fire Department. Paramedics may be utilized at any Station or position deemed necessary to meet Lakeland Fire Department Operational requirements. Employees receiving Paramedic pay at any level must maintain all certifications and work within the program guidelines provided by the Lakeland Fire

Department Rescue Chief. Any employee who fails to meet all State of Florida statutes/Jaws and guidelines, resulting in loss of licensure/certification will be reclassified to the position of Firefighter/EMT and will no longer be eligible to receive paramedic pay. Any employee who fails to meet the requirements as directed by the Lakeland Fire Department Rescue Chief and/or the Medical Director will have their Paramedic pay suspended for up to three (3) months. During said suspension they will be enrolled in and subject to services/remedial training, continuing education, and enhancement programs at the direction of the Medical Director and/or the Lakeland Fire Department Rescue Chief. If during this time period, it is determined by the Medical Director and/or the Lakeland Fire Department Rescue Chief that the employee has failed to meet requirements to operate as a Paramedic for the Lakeland Fire Department the employee will be reclassified back to Lieutenant/EMT position status and their pay will be adjusted to reflect assignment to the Lieutenant/EMT classification.

Section 9. Out of Town Deployment. All out of town deployments shall be paid in accordance with FLSA for all hours worked and for all hours driving to and from the out of town location.

Section 10. Hypertension Policy. The condition of hypertension sustained by a City of Lakeland Firefighter/Driver Engineer will be administered by the Office of Risk Management in accordance with the laws of the State of Florida. This Section is to clarify that the City of Lakeland does not provide benefits under Workers' Compensation coverage any greater than that required by Florida law. Workers' Compensation claims are not subject to the parties' grievance and arbitration procedure contained in this Agreement.

ARTICLE 30. SICK LEAVE USAGE

Section 1. Employees shall be required to provide proof of illness or other circumstances of illness or injury necessitating sick leave usage for approval of sick leave use in excess of 48 hours per quarter. Quarters shall be defined as: January 1st through March 31st, April 1st through June 31st, July 1st through September 30th and October 1st through December 31st. Absences due to sick leave use which are verified by written proof of illness or proof of other circumstances necessitating sick leave usage will not be counted towards the 48 hours' requirements.

Violation of this article is a group 1 offense and will result in progressive discipline as defined in the City of Lakeland Policy Manual.

ARTICLE 31. HEALTH BENEFITS

The City makes available group health insurance, including dental, vision, supplemental coverages and flexible spending account benefits for all regular full-time employees. Employees desiring coverage for themselves, their spouses and/or dependent children may purchase it through payroll deduction.

Section 1. Health Plans and Premiums.

A. In the interest of economy and efficiency in the administration of employee group benefit plans, the parties agree that the benefits under the City's health, dental, vision, supplemental and flexible spending account plans, applicable to general non-bargaining unit employees of the City, will be applicable to the Local 4173 Collective Bargaining Unit Members, and will be subject to such future changes in benefit plan terms, contributions, benefits, providers, and administrators as are applicable to general non-bargaining unit City employees. Such plan changes or contribution modifications will automatically go into effect when implemented for the general employee base of the City of Lakeland.

B. Any employee who wishes to have his/her spouse and/or dependent(s) insured on the City of Lakeland's Health Insurance Plan after retirement, will be required to have them on the plan one (1) year prior to retirement.

C. Employees who are non-compliant, as determined by the HealthStat Health and Wellness Program/Clinic, will receive a 20% increase to their biweekly premium payroll deduction. The 20% increase is based on the Employee Only Premium (not the City's portion of the premium) for the plan in which the employee is enrolled.

D. HealthStat Pharmacy Incentive – Generic drug co-payment shall be reduced by 50% for employees, who are covered under the City Health Plan, and who both utilize and maintain compliance with the HealthStat Health and Wellness Program/Clinic.

Section 2. Annual Firefighter Physicals

E. Effective January 1, 2021 Firefighter Physicals shall be provided annually, at a maximum cost of \$400.00 per member, by the City of Lakeland for all members covered under this agreement. The annual Physicals shall be conducted through Life Scan Wellness Centers.

F. Physicals shall be conducted in compliance with NFPA 1582.

G. Annual services shall include, but are not limited to the following:

Life Scan Wellness Centers
LIFE SCAN FIREFIGHTER PHYSICAL:
Physical Exam (NFPA 1582 compliant)
Vision Exam (Titmus)
Occupational Hearing Exam
Skin cancer assessment
Personal Consultation with review of testing results
Cardio-Pulmonary Assessment
Echocardiogram (Heart Ultrasound)
Resting EKG
Treadmill Stress Test with EKG
Carotid Arteries Ultrasound
Aortic Aneurysm Ultrasound
Pulmonary Function Test
Cancer and Disease Assessment
Thyroid Ultrasound
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds
Bladder Ultrasound
Pelvic Ultrasound for Women (external)
Testicular Ultrasound for Men
Blood and Laboratory Tests
Hemocult Test
Urinalysis
Lipid Panel
Diabetes Tests (Hemoglobin A1C and Glucose)
Complete Blood Count
Comprehensive Metabolic Panel
TSH (Thyroid Blood Test)
PSA (men)
CA-125 (women)
Fitness Evaluation (NFPA 1583 ~WFI Guidelines)
Muscular Strength and Endurance Evaluation
Aerobic Endurance Evaluation (VO2 Max Calc)
Flexibility Evaluation
Nutrition and Diet Recommendations
Personal Fitness Recommendations
Medical Clearances
OSHA Respirator Medical Clearance
Firefighter Medical Clearance NFPA 1582 as needed

H. An employee may elect additional exams or services offered by Life Scan Wellness Centers but will be responsible to pay out-of-pocket for any additional fees incurred.

ARTICLE 32. RETIREMENT MEDICAL RESERVE

This article speaks to a current contribution, applicable to all active employees. Once participating in DROP, contributions are no longer required and the benefit stops accruing.

RETIREE MEDICAL BENEFITS POLICY

The CITY OF LAKE LAND, FLORIDA ("City") has established this policy to assist retirees with medical insurance and medical expenses. The funding policy, eligibility criteria, and form of benefits adopted for various classes of participants are as follows:

I. Funding Policy

1.1. All fulltime regular employees (other than those participating in DROP) will contribute .5 percent of salary into the program on a pre-tax basis.

For purposes of implementing this policy, the definition of compensation as defined in the defined benefit or defined contribution plan in which any given employee is enrolled will be used to determine "salary" or "payroll" as those terms are defined in this policy.

1.1.1. For employees whose benefits are defined in section 3.1, this contribution will be deposited into a Retiree Healthcare Trust Fund established and managed directly the City.

1.1.2. For employees whose benefits are defined in section 3.2 this contribution will be deposited into the self-directed Retirement Health Savings Account (**RHS**) created in conjunction with that section.

1.2. The City will contribute 1.50 percent of salary into the Retiree Healthcare Trust Fund established and managed directly by the City.

2. Participation and Eligibility

2.1. Participation in the program is mandatory for all full-time, regular employees of the City, subject to ratification of the funding policy, eligibility criteria, and form of benefits by individual collective bargaining units as necessary.

2.1.1. Participation with respect to funding and accrual of additional benefits ends once an employee enters the DROP (See section 1.1).

2.1.2. Participation with respect to funding and accrual of additional benefits does NOT end when an employee leaves the City's defined benefit plan and enters the defined contribution plan.

2.2. All persons, including Eligible Dependents of a deceased City employee, who receive a benefit paid from a retirement program funded in part by the City, are eligible for benefits payable in conjunction with this policy.

2.2.1 The term "Eligible Dependents" has the same meaning as in the City's tax qualified retirement plan for general employees.

3. Form of Benefits

3.1. All persons identified in section 2.2 who were originally hired into full-time regular status prior to January 1, 2003-will be eligible to receive a monthly benefit equal to \$5.00 per month for each year of service (up to a maximum of \$150 per month). This benefit will be paid in addition to any benefit payable as

per sections 3.1 and 3.2 above, if any. For purposes of administering this benefit:

3.1.1. Years of service performed while an employee is enrolled in DROP will not be considered in determining the amount of this monthly benefit.

3.1.1.1. Years of service performed while an employee is enrolled in the 401(a) plan WILL be considered in determining the amount of this monthly benefit

3.1.2. Years of Service will be calculated in monthly increments, with one full month credited for any monthly period in which service was provided to the City as a full-time, regular employee

3.1.3. Employees who separate from service prior to vesting in a retirement plan sponsored by the City will be refunded their payroll contributed (.5%) to the plan.

3.1.4. To the extent the value of any benefit payable per this section plus the value of any benefit payable per sections 3.1 equals or exceeds the cost of health insurance purchased from the City, the benefit is non-taxable. Combined benefit amounts in excess of that cost will be considered taxable income.

3.1.5. In the case of a qualified surviving dependent of deceased city employees, the employment date and years of service criteria used in this section shall be those of the deceased city employee of whom the individual is a qualified surviving dependent.

3.2. All persons identified in section 2.2 who are hired in a fulltime, regular status after

January 1, 2003, will be enrolled in a Retiree Health Savings (RHS) account administered by a third party. For purposes of administering this benefit:

3.2.1. The employee contribution of .5% of payroll will be deposited directly into the account.

3.2.2. At the end of each calendar year commencing with the year ending December 31, 2009, the City will make an annual determination as to the amount (if any) that the employer will contribute to these accounts as a discretionary contribution

3.2.2.1. The source of funding for this discretionary contribution may be the RHS Trust established by the City

3.2.3. Benefits will be limited to the balance of the RHS accounts immediately upon separation from service with the City, plus earnings.

3.2.4. Amounts on hand in the account can be used to pay the cost of qualified medical expenses on a pre-tax basis, to the extent allowable under the terms and conditions of the RHS Plan.

ARTICLE 33. RETIREMENT HEALTH SAVINGS ACCOUNT

A. Due to mandates to changes in the Fire Pension Plan by the State of Florida, which disallowed certain accrued sick leave time from being counted as work time for pension benefit

calculation purposes, the new benefit set forth in this article is agreed to by the parties as a replacement for the "lost pension benefits" resulting from that decision.

B. This replacement benefit shall be in the form of a single, lump sum deposit into a Retiree Health Savings Account (RHSA) made upon separation from employment from the City. For purposes of this article, "separation from employment from the City" shall include the effective date of any election to commence participation in a DROP program sponsored by the City.

C. The dollar value of that lump sum deposit shall equal 50 percent of the present value of the actuarial equivalent of any unused sick time accrued by a member as of the date of separation from employment - calculated as if those unused sick hours had been converted to years of service for purposes of determining a monthly retirement benefit within the Firefighters Defined Benefit Retirement System ("the Plan").

D. For purposes of making this actuarial calculation, the conversion rate shall be calculated at a rate equal to one month of credited service for every ten (10) 24-hour shifts of unused sick leave. All other actuarial assumptions shall be those adopted by the trustees of the Plan and as incorporated into the most recent actuarial study for the Plan.

E. This actuarial equivalent shall be calculated by the actuarial form retained by the trustees of the Firefighters Defined Benefit Retirement System, and shall be itemized separately from the normal monthly retirement benefit calculation. The City of Lakeland shall not incur any incremental costs as a result of the computation of this RHSA benefit by the actuary.

**ARTICLE 34. PAY ON EMPLOYMENT, PROMOTION, DEMOTION
AND ADMINISTRATIVE REASSIGNMENT**

Purpose. To clarify the pay rates upon employment and pay adjustments based on past experience, promotion, demotion, and administrative reassignment.

Pay Rates Upon Employment. New employees start at the minimum rate of pay for the assigned classification.

Promotion. The Department shall request that the City of Lakeland Human Resources Office advertise all promotional position vacancies through the appropriate Civil Service procedures.

- Members promoted from Firefighter to Driver/Engineer, (EMT or Paramedic), will receive a 10% increase on date of promotion
- Members promoted from Firefighter to Lieutenant, (EMT or Paramedic), will receive a 15% increase on date of promotion
- Members promoted from Driver/Engineer to Lieutenant, (EMT or Paramedic), will receive a 15% increase on the date of promotion.
- To be eligible for promotion to the position of Fire Lieutenant, a candidate must possess an associate degree or higher from an accredited college or university and have a minimum of eight (8) years of continuous experience as a firefighter with the Lakeland Fire Department. Experience in part time or intern capacity shall not be counted towards this requirement.

Employees who are promoted to higher job classifications are required to serve a six (6) month probationary period in the new classification. In addition to the initial promotional

increase the employee will receive a 6-month probationary performance review without a pay for performance increase.

If an employee is unable to satisfactorily perform the required duties and responsibilities of the higher-level job classification during the period of probation, the employee will be returned to his or her former classification, to fill their original position or an equivalent existing position, at the discretion of the Fire Chief.

Disciplined employees will not be eligible for promotional opportunities for the twelve (12) month period following a disciplinary suspension or demotion.

Demotion. Demotion is defined as the movement of an employee, for disciplinary or performance reasons, from one classification to another classification, having a lower pay grade or pay band. When an employee is demoted to a position in a lower classification, for disciplinary reasons, the rate of pay shall be reduced to an amount, which does not exceed the maximum for the new salary range. The demoted employee shall receive on the effective date of the demotion an appropriate pay that lies within the new pay range. The employee will not be eligible for promotion for at least one year from the date of said demotion and will not be eligible for a merit if he or she is at less than the maximum step, until one year from the date of the demotion. The rate of pay for a demoted employee shall be determined by the City Manager upon the recommendation of the Human Resources Director.

The Department will not be allowed to carry more positions than allowed in its approved budget.

Administrative Reassignment. Administrative Reassignment is defined as the movement of an employee to a position in a lower pay grade or pay band, for reasons other than discipline or performance; such reassignments may be voluntary or involuntary. When an employee is

reassigned to a position in a lower classification, for non-disciplinary reasons, the rate of pay shall be reduced to an appropriate amount, which does not exceed the maximum for the new salary range. Employees whose salaries are more than ten percent (10%) above the classification to which they are administratively reassigned may have their pay reduced by ten percent (10%) at the time of reassignment, then by a maximum ten percent (10%) at the beginning of each anniversary of the reassignment, until their proper pay level is attained. Such action shall require the approval of the City Manager. The rate of pay for an administratively reassigned employee shall be determined by the City Manager upon the recommendation of the Human Resources Director.

Employees demoted or administratively reassigned to a position held previously will not be subject to a probationary period. Employees demoted or administratively reassigned to a new position will be required to serve a six (6) month probationary period.

Personal Performance Review (PPR). All employees must have an annual personal performance review (PPR). Starting October 1, 2021, PPR dates will be frozen and not change upon promotion, demotion, or administrative reassignment. Personnel hired after October 1, 2021 will receive an annual performance review on their hire date anniversary.

ARTICLE 35. STORAGE SPACE

The City of Lakeland agrees to allow the union use of storage space in a storage room at fire station # 1. A locking cabinet provided by the union will be used to store miscellaneous union items. In no way will the City of Lakeland be responsible for any item belonging to the union that is damaged, lost, or presumed stolen. No items stored in the cabinet will violate any City of Lakeland or Lakeland Fire Department policy.

ARTICLE 36. DONATION TO A UNION LEAVE BANK

IAFF members that have in excess of two hundred forty (240) hours of vacation on the books after December 31st each year may choose to donate those excess hours to the Union Leave Bank if they so desire.



LAKELAND FIRE DEPARTMENT

Donation of Accrued Leave Form

I, _____,

would like to donate my excess vacation hours over the 240 carry-over limit to Union Bank
Time.

Hours Donated: _____

Donor Signature: _____

Date: _____

Employee ID: _____

Date: _____

Supervisor Signature: _____

Date: _____

Instructions: Donor form must be completed and forwarded to LFD Timekeeper prior to
December 1.

Douglas E. Riley, Fire Chief
701 E. Main Street Lakeland, FL 33801 | Phone (863)834-8200 | Fax (863)834-8295
WWW.LAKELANDGOV.NET/LFD

/LakelandFD  @LakelandFD



ARTICLE 37. PENSION

The City and the Union agree that the City of Lakeland Firefighter s' Retirement System shall remain unchanged unless changed through mutual consent of the City and the Union.

ARTICLE 38. TERM OF AGREEMENT

This Agreement shall be in full force and effect from October 1, 2019 and shall extend through September 30, 2022.

This Agreement shall state a term of October 1, 2019 through September 30, 2022. For continuity purposes, changes made in this agreement take effect upon ratification excluding the following which will be retroactive to October 1, 2019:

1. An Across the Board increase of 2% will be retroactive for all members back to October 1, 2019.

Either party hereto may at least ninety (90) days but no more than one hundred and fifty (150) days prior to the normal close of business on the last day of the contract, notify the other party in writing of its intention and desire to modify this Agreement (other than the termination date). Each party is to submit a good faith outline of issues to be bargained. Impasse procedures shall apply only to those articles or issues raised by either party which are mandatory subjects of bargaining.

The foregoing collective bargaining agreement has been ratified by the members of the collective bargaining unit on _____.

International Association of Firefighters Local 4173

Dated: _____

The foregoing collective bargaining agreement has been ratified by the City Commission of the City of Lakeland on _____.

H. William Mutz
Mayor of the City of Lakeland

Dated: _____

Anthony J. Delgado
City Manager, City of Lakeland

Dated: _____

Attest: _____
Kelly S. Koos
City Clerk

Approved as to form and correctness:

Palmer C. Davis
City Attorney