

AGREEMENT BETWEEN
THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 2427



and

THE CITY OF LARGO



NOVEMBER 2006 - SEPTEMBER 2009

ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the City of Largo, Florida, hereinafter referred to as the "Employer" and Largo Professional Fire Fighters Association, Local 2427, International Association of Fire Fighters, hereinafter referred to as the "Union".

It is the purpose of this agreement to achieve and maintain harmonious relations between the employer and the union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 2 - UNION RECOGNITION

Section 1

The Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of negotiations over salaries, benefits, and all other conditions of employment for all employees in the bargaining unit.

Section 2

The bargaining unit shall consist of those classifications in the Fire Rescue Department as determined by the Public Employees Relations Commission.

In the event the City introduces a line rank job classification below the rank of District Chief, the City agrees to offer no objection to the inclusion of the position into the bargaining unit. The City and Union agree that the position of Assistant Fire Marshal is excluded from the bargaining unit.

Current classifications in the bargaining unit are as follows:

Firefighter/EMT
Firefighter/Inspector
Firefighter/Paramedic Trainee
Firefighter/Paramedic
Fire Lieutenant

Section 3

A Firefighter/Paramedic is a separate job classification within the City's Fire Rescue Department. Employees in these classifications are to perform duties as stated in their job descriptions.

Section 4

All employees hired after October 1, 1978 as Firefighter/EMT or Firefighter/Paramedic as a condition of employment, will have to maintain State and County certifications.

Section 5

Firefighter/Paramedic Trainee is a separate job classification for new hires only. Conditions of employment for persons hired into this classification will be outlined in an agreement between the City and the employee. Said conditions will not conflict nor override any provisions of this labor agreement or Personnel Rules and Regulations.

Section 6

Voluntary demotions will be implemented in accordance with Personnel Rules and Regulations.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1

Management officials retain the full and unrestricted rights to the following, provided they do not conflict with or violate any of the terms of this Agreement:

- a. To operate and manage all personnel, facilities, and equipment; to determine the purpose of the department; to determine methods, means and number of personnel needed to carry out the department's mission, including the determination of crew size; to set standards of service to be offered to the public.
- b. To establish functions and programs; to set and amend budgets; to determine the utilization of technology, including the introduction of new or improved methods or facilities or the changing of existing methods or facilities.
- c. To determine and modify the organizational structure; to select, direct, transfer, assign, and determine the number of personnel and take disciplinary action including discharge, for just cause; to establish normal work schedules and the scheduling of overtime; to relieve employees from duty because of lack of work or when the continuation of work would be wasteful or unproductive.
- d. To promulgate, implement, and enforce any rules and regulations concerning Employee practice or working conditions.

Section 2

The Employer will maintain job descriptions for those job classifications covered by this agreement. Management possesses the sole right to establish specifications for each class of position, to classify and reclassify, to allocate and reallocate new or existing positions, and reserves the right to create or abolish any job position or title. Department management shall notify the Union of such actions prior to implementation. It is understood by the parties that every incidental duty connected with operations, as enumerated in job descriptions, is not always specifically described, and employees, at the discretion of the Employer, may temporarily be required to perform duties not within their job description.

Section 3

If in the sole discretion of the Employer it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency provided that wage rates and other direct monetary payments shall not be suspended. Discipline shall be for just cause during declared emergencies, and shall be grievable within ten days of the end of the declared emergency.

Section 4

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by this Agreement. However, prior to subcontracting on-going work performed by bargaining unit employees that will result in a reduction of jobs or a layoff, the City shall provide the Union a minimum of sixty (60) days written notice prior to implementation. This section does not apply to subcontracting in emergency situations or for special projects of limited duration and scope.

Section 5

The above rights by the Employer are not all inclusive but indicate the type of matters or rights which belong to or are inherent to the Employer.

Section 6

Nothing in this Article shall be construed to restrict the ability of the union to engage in impact bargaining as provided for in State Statutes.

ARTICLE 4 - REPRESENTATIVE OF PARTIES

Section 1

The Employer agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring the mutual consent or other official action called for by this Agreement. The Union agrees to notify the Labor Relations Officer and Fire Chief of the name of such authorized representatives as to the execution of the Agreement and replacement thereof during the term of this Agreement.

Section 2

The Employer and Union agree that during the term of this Agreement both parties will deal only with authorized representatives in matters regarding the negotiation and administration of this Agreement. This section shall not restrict members of the Union from having the same legal rights as any citizen.

ARTICLE 5 - UNION REPRESENTATION

Section 1

The Employer agrees to recognize the Union representatives designated by the Union. The Union shall furnish written notice to the Labor Relations Officer and Fire Chief of such Union representatives.

Section 2

There shall be up to ten (10) Union representatives authorized by this Agreement.

Section 3

The Union agrees to assign one Vice President, Steward, or the President to each grievance who may process that grievance up to and including Step 3 during normal working hours without a loss of earnings or benefits. The Union reserves the right to change the assigned representative processing the grievance upon notification to the Fire Chief or his designee and the Labor Relations Officer. The performance of this function by the Union official shall in no way interrupt the normal functioning of the department. During working hours fire station telephones may be used by the assigned Union official to process and investigate grievances. The Union agrees to guard against the use of excessive time for such activities. The Employer and the Union agree that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponements. The Union official will provide advance notice to the Fire Chief or his designee to allow planning arrangements, staffing permitting, to enable the Union official time for investigative activity. When a Union official desires to contact an Employee who has a complaint, he shall first obtain oral permission from the Fire Chief or his designee. If permission must be denied at that particular time, the Union official will be informed of the reason for the denial and when he can reasonably expect to contact the Employee concerned. The Union official will notify the Fire Chief or his designee upon return to work.

Class action grievances may be processed by the President or any one steward subject to the above conditions.

Section 4

Department management agrees not to permanently transfer stewards unless it is necessary for the efficient operation of the Fire Service. In the event it becomes necessary to transfer a steward permanently, the Union will be notified. Temporary transfers are those transfers for a period not to exceed ninety (90) days.

Section 5

Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, shall not be engaged in during working hours.

Section 6

The Union may distribute literature concerning Union business or activities and conduct contract ratification votes during duty hours provided it does not interfere with normal operations.

Section 7

The Union shall not distribute on City property materials that reflect on the integrity or motives of any individual, department or activity of City government. Violation of this Section by employees may invoke disciplinary action.

ARTICLE 6 - PAYROLL DEDUCTION OF UNION DUES

Section 1

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

Section 2

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

Section 3

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

Section 4

The City will deduct from the payment made to the IAFF the expenses of the bookkeeping, retention and transmittal of funds. Such reimbursement shall be \$.50 per month per Employee for normal bookkeeping services. Transmittal of dues monies by the City will be made by direct deposit to a bank account designated by the Treasurer of the local union.

Section 5

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

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

ARTICLE 7 - UNION BUSINESS

Section 1

Any member of the bargaining unit may donate vacation or sick leave to the union pool time. Vacation leave donations shall be in increments of one hour, on the basis of one hour vacation for one hour pool time. Sick leave donations shall be in increments of two hours, not to exceed 12 hours per fiscal year, on the basis of two hours sick leave for one hour pool time. Donation of sick leave in accordance with the provisions of this section may not cause an Employee's sick leave balance to be reduced below 240 hours. Carryover of union pool time from one fiscal year to the next shall not exceed 500 hours. Donations of time shall be made in writing and signed by the Employee.

Section 2

Charges against the union business pool time, as provided in this article, shall only be made when approved by the president of the local or designee, with the approval of the Fire Chief, or his designee, staffing permitting. The Union shall notify the Employer in writing of any charges against the pool at least five (5) working days prior to the time-off period if possible.

Section 3

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

Section 4

Authorized persons using time will not suffer a loss of any benefit.

Section 5

Donations by Employees to the union business pool time account shall be processed by the department no more than two times each fiscal year within separate two week periods that are mutually agreed upon.

Section 6

Union representatives may be excused from duty by department management to attend meetings between the parties.

ARTICLE 8 - NON-DISCRIMINATION

Section 1

Employees in the bargaining unit shall have the right to form, join and participate in, or to refrain from joining, forming or participating in any labor organization. Neither the Employer nor the Union will discriminate against any employees in regard thereto.

Section 2

The Employer and the Union will not discriminate against employees in regard to race, color, creed, sex, age, national origin, religion, or disability, as provided by law. Employees may pursue issues regarding discrimination through the Human Resources Department as provided for in City Personnel Rules and Regulations. Any matters regarding this section may not be grieved beyond Step 3 of the grievance procedure as provided for in Article 20.

ARTICLE 9 - PROHIBITION AGAINST STRIKES

Section 1

A strike shall be defined as: the concerted failure to report for duty, the concerted stoppage of work, the concerted submissions of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the City or participation in a deliberate and concerted course of conduct which adversely affects the service of the City.

Section 2

Neither the Union, nor any of its officers or agents, or members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any strike, sympathy strike, slowdown, concerted stoppage of work or any other activity which prohibits an Employee from reporting for duty.

Section 3

The Union agrees not to picket over any matter subject to the grievance procedure provided herein. This does not restrict the Union's right to picket for other purposes so long as the same does not lead to a cessation of work by any bargaining unit members.

Section 4

Should the Union or a majority of the Union employees covered hereunder with the City's Fire Rescue Department breach this Article, the Employer may then proceed against the Union as provided in State Statutes.

ARTICLE 10 - BULLETIN BOARDS

Section 1

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

Section 2

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

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

Section 3

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

Section 4

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

Section 5

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

ARTICLE 11 - HOURS OF WORK

Section 1

The work cycle for employees working 24 hour shift work will be a 28-day work cycle.

Section 2

Overtime (1.5 regular rate) will be paid to employees when they actually work more than their regularly scheduled time in a payroll draw period. In the event an employee is deployed to a mutual aid request, the employee will be paid straight time for normally scheduled work days and overtime for normally scheduled days off from station to assignment and return based on the 24 hour shift schedule.

Section 3

If FLSA regulations are amended during the life of the Agreement, the City and Union have the right to reopen this article.

Section 4

All employees within the bargaining unit shall report to duty at Roll Call. The Fire Chief or his designee can approve voluntary early relief practices if it is a casual and informal practice.

Section 5

a. When a shift employee is promoted, demoted, or reassigned to 40 hour duty in excess of a 30 day period, the following conversion table will be applicable. Vacation leave and sick leave will be reduced to 4/5 of shift hour balances to comply with the 40 hour schedule. Upon returning to shift duty, the balance will then be converted back to 5/4 of the 40 hour balance. Accruals will be at the 40 hour rate during this assignment. Holidays will be granted on the date of occurrence or City substitute when assigned to 40 hour status. All non-scheduled days that occur during 40 hour assignment will be forfeited.

b. Employees on light duty will not have leaves converted. These employees will be ineligible for trade time. In special situations, vacation leave may be granted at the converted rate at the sole discretion of the Fire Chief or his designee. Holidays will be taken as City observed. If sick leave is taken, it will be taken hour for hour.

Section 6

The present schedule shall continue in effect during the life of this agreement. Prior to the alteration of any work times by the City, the City and the Union shall bargain the impact of such changes.

Section 7

The following Non-Scheduled (NS) Day procedure will apply:

- a. Employees will be assigned a NS number, station, and job position.
- b. Each number will not be scheduled to work once in each 28-day cycle on their assigned shift.
- c. Scheduling will be by station and job position as determined by Fire Administration.
- d. An Employee may request to reschedule a NS day within the 28-day cycle, subject to adequate staffing and management approval.
- e. An Employee may request to move all their non-scheduled day after the annual vacation and E-R day picks.

Section 8

- a. Department management may staff one advanced life support engine to provide coverage for out-of-service units in training. The employees of this unit will be scheduled 10 hours per day, 4 days per week following a consistent schedule as provided for by Department Standard Operating Procedures. Any change in schedule will be implemented in accordance with the provisions of Article 21.
- b. Said schedule will be within the existing 28 day work cycle in accordance with the FLSA.
- c. Assigned personnel will be governed by the following:
 - (1) Pay will be in accordance with the current pay plan, including bi-weekly payroll draw.
 - (2) Overtime in in accordance with FLSA.
 - (3) Trade time eligibility in accordance with Article 16.
 - (4) Sick and Vacation leave accruals and usage in accordance with provisions of Articles 13 and 15 for scheduled 40 hour employees.
 - (5) Employees will not receive NS days as provided for in Article 11.
 - (6) Not eligible to serve on or be compensated for hazardous materials or technical rescue teams as provided for in Article 17.
 - (7) Not eligible to serve as or be compensated for SCBA Technical duties as provided for in Article 17.
 - (8) In lieu of driver/operator and acting officer pay as provided for in Article 17, employees receive 0.5 occurrences equivalent (based on prior year value of incentive) paid bi-weekly for each 10 hour driver/operator or acting officer assignment. Such payments not charged to the pool amount in Article 17.
 - (9) Position assignment will be governed by Article 28. If insufficient numbers of personnel do not voluntarily apply, management reserves the right to assign based upon seniority.
 - (10) Employees receive off with pay all holidays observed by non-represented employees. If the holiday falls on the employee's scheduled day off, the employee will receive a day off during that work week in recognition of the holiday.

ARTICLE 12 - JURY DUTY AND COURT ATTENDANCE

Section 1

If an employee covered by this labor agreement is summoned for jury duty and/or job-related court attendance, he shall promptly notify his immediate supervisor so that arrangements may be made for his absence from work.

Section 2

Employees who are required to be absent for any portion of their currently scheduled work hours due to such jury duty and job-related court attendance shall receive straight-time pay for the hours absent from work.

Section 3

Employees who perform jury duty for only a portion of their regular scheduled work day are expected to report to work prior to such jury duty and/or when excused or released by the court. Employees required to perform jury duty will be released from duty at 9:00 p.m., provided they are required to report for jury duty the following day.

Section 4

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

Section 5

Any employee whose appearance is required in court as the result of a matter arising out of the course of his employment shall suffer no loss of pay or benefits provided they comply with Section 3 of this Article and report back to duty when released by the court.

Section 6

Employees may keep any compensation provided by the court, provided they comply with Sections 1, 3 and 4 of this Article.

Section 7

Failure to comply with the above sections may be cause for disciplinary action.

Section 8

In the event that court attendance arising from the scope of City employment may be required while off duty, an employee shall receive payment for the hours spent in court attendance with a minimum of one hour. This time will be considered as hours worked for purposes of determining overtime pay at the time and one-half rate. No employee who is a litigant against the City or any of its officers or departments shall be compensated under this section.

ARTICLE 13 - SICK LEAVE

Section 1

Employees shall be entitled to earn and accrue sick leave while on active pay status on the following basis:

- a. Scheduled shift employees shall earn fourteen (14) hours of sick leave for every calendar month worked. (6.46 hours per biweekly payroll draw)
- b. Scheduled forty (40) hour employees shall earn eight (8) hours sick leave for every calendar month worked. (3.70 hours per biweekly pay period)

Employees shall be eligible for sick leave after one (1) month of service.

Section 2

Sick leave may be accumulated to a maximum of two thousand sixteen (2016) hours by scheduled shift employees and one thousand six hundred thirteen (1613) hours by scheduled forty (40) hour employees.

Section 3

Employees who accrue sick leave in excess of 400 hours may elect to convert up to 200 hours to vacation leave. Hours will be converted on a two-for-one basis [two (2) hours of sick for one (1) hour vacation]. Sick leave hours may be converted only once per year on the employee's anniversary date of hire. Conversion of hours may not reduce the sick leave balance below the threshold of 400 hours. The request to convert hours must be sent to the Management Services Department, in accordance with Personnel Rules and Regulations. Forty-eight (48) hours of vacation must be utilized in the year immediately prior to the anniversary date to be eligible for sick leave conversion privileges.

Section 4

An employee incapacitated and unable to work shall notify the on-duty district chief at least thirty minutes before his scheduled reporting time as designated by the department, stating the nature of his illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the department.

Section 5

If, and whenever, sick leave may appear to be abused, or when an employee consistently uses sick leave as it is earned, the employee claiming/requesting such sick leave may be required to furnish competent proof of the necessity for such absence. The Employer reserves the right in all cases of illness, or reported illness, to require the employee to furnish a certificate or see a doctor designated by the City at the City's cost. The City will not act in an arbitrary or capricious manner concerning this section and will develop guidelines for supervisors concerning this section. Departmental management shall notify the employee within 24 hours of the reported illness that a doctor's certificate will be required. Abuse of sick leave as stated above or failure to comply with the order to obtain a doctor's certificate may result in discipline up to and including termination.

Section 6

Employees may not use any accumulated sick leave for injury sustained while engaged in outside employment or when receiving Workers' Compensation benefits from a source other than the City.

Section 7

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

Section 8

Employees using sick leave are expected to be found at their respective homes, physician's office, hospital, or enroute to one or the other of these locations. An employee may go elsewhere provided approval is obtained from the Fire Chief or designee.

Section 9

Employees covered by this agreement may be granted leave with pay at straight time rate for one shift in the event of a death in the immediate family. If additional time off is needed, the employee may use up to two days sick leave upon the approval of the Fire Chief (grievable only through Step 3). The employee's immediate family shall be defined as: spouse/domestic partner and father, mother, stepfather, stepmother, grandparents, brother, sister, child, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, including same relatives of spouse/domestic partner.

Section 10

Should an employee require additional funeral leave other than provided in Section 9 of this Article, he may request the additional time from the Fire Chief. Upon approval by the Fire Chief (grievable only through Step 3), any additional time used will be charged to vacation leave if the employee has hours accrued that can be charged.

Section 11

If requested, the employee shall furnish proof of death of an immediate family member in order to receive paid leave.

Section 12

In the event an active employee should die, any unused sick leave accumulated as of the time of death will be paid on the basis of one (1) hour's pay for each two (2) hour's leave to the deceased employee's beneficiary. Unused sick leave will be paid on the basis of one (1) hour pay for each hour leave if the employee dies in the line of duty.

Section 13

Whenever possible, medical, dental and optical appointments should be scheduled during non-duty hours.

Section 14

Employees who are unable to perform their duty because of illness of a spouse, dependent, or other person living in the employee's home as a family, may use sick leave from their accrued sick leave account when the employee's presence must be required in the care of the above mentioned person. The Chief's decision regarding use of the sick leave is grievable only through Step 3 of the grievance process.

Section 15

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

1. The FMLA provides that employees with at least one year of service who have worked for at least 1250 hours during the preceding 52 weeks are entitled to a total of 12 work weeks of leave during a 52-week period for specified reasons and in accordance with certain restrictions, as defined in the Statute and Department of Labor Regulations. The 52-week period will commence with the first day an absence occurs for the identified FMLA purpose, and run for 52 weeks from that date.
2. Family leave may be authorized for childbirth, adoption or foster care placement.
 - a. The employee parent(s) may use an aggregate maximum of 12 weeks.

b. For family leave involving childbirth, the employee/mother may use up to six weeks sick leave (or more if medical certification requires additional time). If the employee/mother does not have sufficient sick leave balance, the personal option leave and vacation leave, down to 48 hours, must be utilized prior to requesting leave without pay (LWOP).

c. The employee/father may use sick leave only when medical certification requires his presence due to illness of the newborn or mother. Otherwise, vacation, personal option, or LWOP will be used. Personal Option leave and vacation leave, down to 48 hours, must be utilized prior to requesting leave without pay (LWOP).

3. Employees using medical leave for a family member covered by FMLA or for personal illness/injury will not be granted Leave Without Pay (LWOP) until all accrued paid leave, including sick leave, and vacation leave in excess of 48 hours, is depleted. Once all sick leave is taken and the vacation leave balance has been reduced to 48 hours, the employee may elect to either utilize the remaining 48 hours vacation leave prior to taking LWOP or may immediately request LWOP status. For Family and Medical Leave, the employee must provide a health care provider's certificate, on a form provided by the City, explaining the seriousness of the condition and the anticipated duration with as much of a 30-day notice as practicable.

4. Employees using FMLA leave may request, in accordance with existing City policy, sick leave donations from other employees only after all accrued paid leave, including all vacation leave, is depleted.

ARTICLE 14 - EMPLOYEE RIGHTS

Section 1

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

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

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

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

Section 2

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

Section 3

All investigations shall have one of the following conclusions:

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

Section 4

Employee Right to Representation:

- a. When an investigation is initiated against a City of Largo Fire Rescue Department employee, one employee will not be subjected to interrogation by more than two persons conducting the investigation and shall have the right, upon request, to have the presence of a Union representative at such interrogation, as provided for in the Firefighters' Bill of Rights.
- b. When the employee is interviewed as the subject of a potential disciplinary action, the employee shall have the right to union representation at their request and the purpose of the interview shall be clearly stated.

ARTICLE 15 - VACATION

Section 1

Regular full-time employees covered by this agreement shall accrue annual leave while on active pay status based on their date of permanent employment with the Fire Rescue Department and shall be limited to the following schedule:

Regular Vacation. Vacation time is accumulated at the rate of 4.0 hours per payroll draw. Vacations are granted by seniority and working schedule at the discretion of the Fire Chief. In addition to regular vacation, employees will be granted longevity vacation hours according to the following schedule:

After 5 years through 9 years service	36 hours
After 10 years through 14 years service	84 hours
After 15 years through 19 years service	120 hours
After 20 years service and each year thereafter	144 hours

Section 2

Paid vacation may not be taken during the initial six (6) months of employment or reemployment. The maximum vacation accrual shall be 400 hours. Any vacation leave earned in excess of this cap will be forfeited.

Section 3

After the initial six (6) month period, vacation leave may be taken with Fire Chief approval and chargeable in increments of not less than one (1) hour.

Section 4

Employees may convert to pay at their regular base rate any portion of their accrued vacation leave balance in excess of 156 hours one time per fiscal year. In order to be eligible to convert said leave, the employee must take a minimum of 48 hours vacation leave during the preceding year. Conversion request shall be made in accordance with Personnel Rules and Regulations.

Section 5

Upon termination of employment, the employee shall be entitled to compensation for any earned but unused vacation leave, at the time of termination at the employee's normal base rate of pay as set forth in the salary schedule in this Agreement. This does not apply to employees having less than six (6) months of service.

Section 6

Vacation leave shall not be granted in advance of being earned.

Section 7

Vacation leave may be granted in less than twelve (12) hour segments no earlier than the shift prior to the request upon approval of the Fire Chief or his designee. All requests for leave time will be dependent upon the staffing requirement established by Fire Administration.

Section 8

Each employee must take at least 24 hours of vacation leave each calendar year in order to provide employees with vacation and proper rest and relaxation.

ARTICLE 16 - HOLIDAYS

Section 1

Effective in FY 2008, the following holidays shall be observed:

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

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

Section 2

An employee working trade time on a holiday will be compensated rather than the originally scheduled employee, in accordance with the following:

- a. Work 12 hours: receive 4 hours holiday pay.
- b. Work more than 12 hours: receive 8 hours holiday pay.

ARTICLE 17 - TRADE TIME

Section 1

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

a. Employees wishing to trade time shall obtain permission from their immediate supervisor (Lieutenant) and approval by the District Chief at least fifteen (15) minutes prior to the trade unless it is an emergency and accepted as such by the Lieutenant in charge.

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

b. The member working the time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.

c. All trade time shall be recorded in the day book and an individual working the trade time shall assume all duties and responsibilities for whom they are working. In the event the regularly scheduled person fails to return to work for any reason at the agreed time, the person assuming their responsibilities shall complete the shift. Payback of trade time will be the responsibility of personnel involved in the trade.

d. The Employer shall not be required to allow an exchange if doing so would impose upon the City liability for any additional overtime compensation, or any other form of additional compensation, over what persons may otherwise be entitled to or if the level of service would be lowered as determined by departmental management.

e. Employees will use the following guidelines when using trade time:

1. Firefighter/EMT with Firefighter/EMT
Firefighter/Paramedic Trainee with Firefighter/Paramedic Trainee or Firefighter/EMT
Firefighter/Paramedic with Firefighter/Paramedic
Lieutenant with Lieutenant
2. Other trades can be arranged with permission of the Fire Chief.

Section 2

a. If the employee cannot fulfill the obligations to complete the trade, that employee is responsible for notifying the proper supervisor at least one hour before the beginning of the shift and is also responsible for securing an individual of the same classification to complete the trade. If the employee cannot secure a qualified replacement, the employee will be liable for any costs incurred by the City to secure a replacement. If, at the time of notifying the supervisor, the employee's absence will not cause staffing to drop below minimum requirements as established by management, then the employee shall be charged vacation leave, or sick leave if the employee provides competent proof of the necessity for the absence from a medical doctor due to injury or illness, and may be relieved by supervision of any further responsibilities regarding the trade.

b. If the employee does not fulfill the obligations to complete the trade and does not comply with the provisions of Paragraph A of this section, then the employee will be liable for any costs incurred by the City to secure a replacement and will be subject to disciplinary action.

ARTICLE 18 - WAGES

Section 1

The pay plan for FY 2007, FY 2008, and FY 2009 consists of the salary schedule at the end of this article.

- a. Employees will receive an annual salary adjustment, in accordance with the salary schedule, effective November 5, 2006 in FY 2007 and effective October 1 in FY 2008 and FY 2009.
- b. All employees not at the maximum step will move up one step on their merit date in FY 2007, FY 2008, and FY 2009.

Section 2

- a. The City shall evaluate employees annually on or before the employee's merit eligibility date and give the employee a copy of the annual evaluation. A satisfactory or meets standards rating must be achieved in order for the employee to receive a step increase.
- b. An employee who has received a less than satisfactory evaluation will be counseled as to performance every thirty (30) days thereafter. An improved rating must be received within ninety (90) days or management will take action to terminate or demote the employee.

Section 3

The merit eligibility date shall be the date the employee entered, transferred, promoted, or was demoted to his/her current position classification. Firefighter/EMT's and Firefighter/Paramedic Trainees promoted to Firefighter/Paramedic shall retain their existing merit eligibility date. Once an employee reaches the maximum pay for the classification held, then the merit date shall be changed to December 1. The employee's evaluation will be based on this date.

Section 4

The payroll period for employees in the bargaining unit will be six weeks with draws on their payroll every two weeks.

Section 5

Competitive examinations and/or criteria will be developed by the City for acting officer, driver/operator, hazardous material technician, self-contained breathing apparatus (SCBA) technician, Technical Rescue team member, and Bunker Gear Maintenance Technician.

- a. Each year, the City will budget \$51,500 for driver/operator pay. On September 30 of each year the City will calculate the number of shifts or major portion (12 hours or more) thereof, that each person served as a driver/operator. A pro rata share of the driver/operator pay will then be paid to each employee at the end of the next pay period.
- b. Each year, the City will budget \$20,500 for acting officer pay. On September 30 of each year the City will calculate the number of shifts or major portions (8 hours or more) thereof, that each person served as an acting officer. Employees acting as Captain/District Chief shall be credited a 1.5 share per occurrence. A pro rata share of the acting officer pay will be paid to each employee at the end of the next pay period.
- c. Trade time, where the person working the trade performs these duties, will not affect this section.
- d. Any change in service level which adds or deletes the number of apparatus requiring driver/operators will result in an adjustment of the total amount available. This adjustment will be proportioned and will be done at the sole discretion of management.
- e. These sections will apply only to those employees who are employed by or have retired from the Fire Rescue Department on September 30 and have performed applicable driving or acting duties in the contract year ending September 30.

- f. Personnel who are assigned to the hazardous materials team will have their bi-weekly payroll draw increased by \$45. If federal, state, or county government gives a supplement for hazmat incentive, whichever is higher will be afforded the affected employee.
- g. Lieutenants and Firefighter/Inspectors who are State and County certified paramedics will receive a salary incentive per payroll draw of \$60. Paramedic Lieutenants and Firefighter/Inspectors will not be counted toward minimum Paramedic staffing levels.
- h. Qualified personnel assigned as SCBA technicians will receive a salary incentive per payroll draw of \$40. Fire Administration will establish two such positions per shift.
- i. Qualified personnel assigned as Technical Rescue team members will receive a salary incentive per payroll draw of \$35.
- j. Qualified personnel assigned as bunker gear maintenance technicians will receive a salary incentive per payroll draw of \$35. Fire Administration will establish two such positions per shift.
- k. Firefighter/EMT's attending paramedic classes at the City's expense, pursuant to Department SOP's, will receive a salary incentive of 5% of base wages.

Section 6

When an employee leaves his/her regularly scheduled shift and is officially ordered to and reports back to work, he/she shall receive compensation for a minimum of two (2) hours pay at the overtime rate.

Section 7

When a employee is promoted, his or her salary shall be advanced as outlined in the City Personnel Rules and Regulations. Firefighter/EMT's and Firefighter Paramedic Trainees promoted to Firefighter/Paramedic or Firefighter Inspector will remain in the same step in the pay plan. Firefighter Paramedics moving to Firefighter Inspector will be considered a lateral transfer and remain in the same step in the pay plan.

Section 8 – Fire Prevention

- a. Standby procedures, including the days and times standby will be assigned, shall be established by department management. Employees assigned to Fire Prevention shall receive standby pay equivalent to two (2) hours pay at their regular pay rate per week night and 3 hours pay at their regular pay rate for Saturdays, Sundays, and Holidays. Standby pay shall not count as hours worked for the purpose of computing overtime pay.
- b. Employees assigned to Fire Prevention Division will receive a salary incentive per payroll period of \$20 for Investigator 2.

Payplan

Firefighter/EMT

Step	2007	2008	2009
12	53,964	55,718	57,529
11	52,054	53,746	55,493
10	50,212	51,844	53,529
9	48,434	50,008	51,633
8	46,719	48,238	49,806
7	45,065	46,530	48,042
6	43,470	44,883	46,341
5	41,931	43,294	44,701
4	40,447	41,762	43,119
3	39,015	40,283	41,593
2	37,634	38,857	40,120
1	36,302	37,482	38,700

Firefighter/Paramedic Trainee

Step	2007	2008	2009
4	42,469	43,850	45,275
3	40,966	42,298	43,672
2	39,516	40,800	42,126
1	38,117	39,356	40,635

Firefighter/Paramedic

Step	2007	2008	2009
12	62,060	64,077	66,159
11	59,862	61,808	63,816
10	57,744	59,620	61,558
9	55,699	57,509	59,378
8	53,727	55,473	57,276
7	51,825	53,510	55,249
6	49,990	51,615	53,293
5	48,221	49,788	51,406
4	46,514	48,026	49,587
3	44,867	46,325	47,831
2	43,279	44,686	46,138
1	41,747	43,104	44,505

Firefighter/Inspector

Step	2007	2008	2009
12	62,060	64,077	66,159
11	59,862	61,808	63,816
10	57,744	59,620	61,558
9	55,699	57,509	59,378
8	53,727	55,473	57,276
7	51,825	53,510	55,249
6	49,990	51,615	53,293
5	48,221	49,788	51,406
4	46,514	48,026	49,587
3	44,867	46,325	47,831
2	43,279	44,686	46,138
1	41,747	43,104	44,505

Fire Lieutenant

Step	2007	2008	2009
6	65,203	67,322	69,510
5	62,276	64,300	66,389
4	59,480	61,413	63,409
3	56,810	58,657	60,563
2	54,261	56,024	57,845
1	51,825	53,509	55,248

ARTICLE 19 - SENIORITY AND REDUCTION IN FORCE

Section 1

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

Section 2

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

Section 3

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

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

Section 4

A reduction in force within a classification shall be implemented in order of seniority within that classification, the least senior person first. Personnel subject to such layoff will revert to the next lowest classification they are qualified to fill, in order of departmental seniority. In a layoff situation, the department will make every effort to layoff first those personnel having the least departmental seniority.

Section 5

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

Section 6

The Employer shall prepare a current seniority list and post same on all bulletin boards and update such list as needed.

ARTICLE 20 - SAFETY

Section 1

The Employer and the Union will cooperate in the continued objective of eliminating accidents and health hazards. The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Safety equipment now provided (or similar equipment) will continue to be provided or replaced as needed by the City. The Union will cooperate and encourage the employees to work in a safe manner.

Section 2

The Union may select one employee from each station and the Fire Prevention Division to be an active member of the Fire Rescue Department safety committee. The Fire Chief shall appoint a like number of Fire management employees to the committee. The committee meetings will be scheduled by the Fire Chief or his designee. At least one meeting shall be scheduled each calendar year quarter. Attendance at committee meetings will be compensable for the actual time attended.

Section 3

It is the policy of the City of Largo that its employees shall not use unlawful drugs or abuse alcohol or legal drugs. The possession, use or sale of unlawful drugs by all employees, on or off duty, is expressly prohibited.

The Union and the City agree on the importance of a drug-free workplace. The Union supports and endorses the implementation of the Drug-Free Workplace Policy developed by the City in accordance with the Florida Drug-Free Workplace Act, Section 440.102, Florida Statutes, and associated State of Florida implementing rules. The following additional provisions shall also be in effect.

- a. All test results will be placed in the employee's medical file and not the personnel file.
- b. All specimen collecting and testing will be conducted by authorized medical professionals who shall maintain sole custody of all specimens. City supervisory personnel involvement regarding collections and testing shall be restricted to transporting the employee to the contracted medical facility.
- c. All bargaining unit employees shall be subject to reasonable suspicion testing for drugs and alcohol utilizing the testing procedures included in the Florida Drug-Free Workplace Act.
- d. If test results establish with reasonable scientific certainty that an employee is present at work or operating a City vehicle off duty with the presence of alcohol or unlawful drugs in the employee's system, the employee will be disciplined, up to and including discharge, with regard to alcohol and will be terminated with regard to unlawful drugs.
- e. In the event of a positive drug test result, the employee shall have the option of submitting the remainder of the test specimen to a laboratory acceptable to the employee, that complies with the Florida Drug Free Workplace Act standards, for a third and final test. The employee shall pay for this third test and be reimbursed by the City only if the results are negative. If the employee chooses this option, then the employee shall be placed in a leave without pay status until the final test results are reported to the City by the laboratory. If the results are negative, then the employee's lost pay will be restored. The City and Union agree that the third test results are final.
- f. Refusal by an employee to submit to alcohol or drug testing will result in termination of City employment.
- g. All written information and instructional material regarding implementation of this policy shall be provided to the Union for review and comment prior to distribution to employees.

Section 4

The Union and the City agree that, as a condition of employment, all those employees covered by the bargaining unit hired on or after October 1991 should not smoke or use tobacco in any form either on or off duty. Violation of said condition of employment may result in discipline up to and including termination.

Section 5

The Union and Fire Chief shall appoint an equal number of Fire Rescue Department employees to the Wellness Committee. The committee meetings will be scheduled by the Fire Chief or his designee. At least one meeting shall be scheduled each calendar year quarter. Attendance at committee meetings will be compensable for the actual time attended.

Section 6

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

a. The examining physician shall report the results of the medical evaluation to the employee, including any medical condition(s) disclosed during the medical evaluation, and the recommendation as to whether the employee is medically certified to perform essential job functions.

b. The examining physician shall inform fire management, in writing, as to whether or not the employee is medically certified to perform essential job functions. Reports submitted by the examining physician to fire management shall identify:

- (1) If the employee is capable of performing essential functions of the position, or
- (2) if the employee is not capable of performing essential functions of the position.

c. If the examination shows an acute medical problem or chronic condition exists, that may limit the employee's ability to safely perform essential functions of their position, further consultation with the employee, fire management, and physician will be required. In such case, the employee shall permit disclosure, by the examining physician, of all medical records pertinent to the medical findings which prevents the employee from being medically certified for the position. Such records shall be maintained in the employee's medical file, separate from the personnel file. The employee shall be afforded those rights and privileges as provided by the Americans With Disabilities Act (ADA) and other applicable Federal and State laws and regulations. Management shall assist the employee in utilizing the employee health insurance, workers' compensation, and firefighter wellness and fitness programs to address any identified concerns, as appropriate.

d. The department Wellness Committee will continue to monitor the firefighter wellness and fitness program.

ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - General

a. The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of grievances and to be used only for the settlement of disputes between Employer and employee, or group of employees, involving the interpretation or application of this collective bargaining agreement. All classified members of the bargaining unit shall have the option of utilizing the grievance procedure outlined in the City of Largo Rules and Regulations or the grievance procedure established under this Article, but such employee shall not use both procedures. The employee shall elect at the outset which procedure he/she will use and such election shall be binding.

b. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance on behalf of any employee without his/her consent. Nothing in this Section shall be construed to prevent any employee from presenting, at any time, his own grievance, and having such grievances adjusted without the intervention of the bargaining agent if the adjustment is not consistent with the terms of this Agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

c. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement.

d. The Union agrees to fulfill its duty to represent only members in the bargaining unit and to handle grievances for only members in the bargaining unit. The Union shall indemnify, defend, and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Union with respect to its responsibility to provide fair representation.

e. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by management. A grievance not answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee or the Union to advance the grievance to the next step.

f. A grievance may be submitted under this procedure as a general or class grievance when the grievance is general in nature in that it applies to a number of employees having the same issue to be decided. A Union class grievance shall be presented directly at Step 3 to the Labor Relations Officer within the time limits provided for the submission of a grievance at Step 1. A decision on a specific class action grievance applies to all employees in the bargaining unit. No individual may file a separate grievance on the same set of circumstances pertaining to this specific grievance.

g. Any Employer grievance will be filed with the Union President at Step 3. If the disposition of the grievance by the Union is not acceptable to the City at Step 3, the City has the unilateral right to bring the matter to arbitration. The City, as the grieving party, will use the same time limits as stipulated in Step 3.

h. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

i. Work days will be interpreted for this Article to mean days that City Hall is open to the public.

j. An employee grieving a disciplinary action that has been reviewed by the Fire Chief in a predisciplinary hearing, as provided in the Personnel Rules and Regulations, may file a grievance directly at Step 3.

STEP 1

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

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

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

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

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

STEP 2

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

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

STEP 3

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

Section 2 - Arbitration Referral

- a. If the employee is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted only with Union approval to arbitration. If an appeal for arbitration, including a "Request for Arbitration Panel" form, is not filed with the Labor Relations Officer within ten (10) work days from the date of Step 3 answer, the grievance shall be considered settled on the basis of Step 3 answer.
- b. A list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service by the party requesting to arbitrate the controversy. Within ten (10) work days after receipt of the list, the parties shall meet and alternately cross out names on the list and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out first.
- c. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the Agreement. The arbitrator shall not have the authority to determine any other issues not submitted to him.
- d. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer for the life of the Agreement.

e. The arbitrator's fee and expenses, including cost of a transcript if so requested by the arbitrator, shall be borne by the losing party and shall be so stipulated by the arbitrator. In the event of a compromise award, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.

f. Each party shall bear the full cost of its representation at all levels of the grievance procedure. The arbitrator should be requested to render his decision within thirty (30) calendar days after the close of hearing and submittal of briefs. Either party desiring a transcript will bear the expense of same.

g. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify, providing the employee returns to work upon conclusion of his testimony. Under this provision no more than one employee will be released from duty at a time. Any additional arbitration cost caused by this provision will be paid by the City. No off-duty employee who is a grievant or subpoenaed by the grievant against the City shall be compensated under this section.

h. Arbitration proceedings will be held on City property, as mutually agreed.

ARTICLE 22 - WORK RULES AND PREVAILING RIGHTS

Section 1

It is understood and agreed by both parties 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 all those listed within the current job descriptions which are, in the judgment of the Employer, related to the purposes of the Fire Rescue Department, which judgment shall not be arbitrary, capricious or unreasonable. Those duties performed by members of the bargaining unit in the past and at the present time are presumed to be reasonable and proper.

Section 2

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

Section 3

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

Section 4

Except as otherwise expressly provided in this Agreement, any rule, regulation, policy or procedure affecting employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. Such changes, modifications or deletions shall not be done in an arbitrary or capricious manner. Final authority to change, modify, delete or implement any rule or regulation rests with the City. Prior to implementing any change in the existing Fire Rescue Department rules or regulations, the City agrees to provide ten (10) days written notice to a local IAFF representative and provide an opportunity to begin discussing such change, if requested, within the ten (10) day period.

Section 5

The above language will not abridge any of the impact bargaining rights guaranteed to the bargaining unit by State Statutes.

Section 6

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

ARTICLE 23 - INSURANCE BENEFIT AND PERSONAL INSURANCE CREDITS PROGRAM (PIC)

Section 1

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

Section 2

The City shall participate in and provide employees with unemployment benefits and workers' compensation insurance benefits.

In addition to health and dental insurance, the carousel benefit program includes other options offered by the City pursuant to applicable Internal Revenue Service Code provisions. Participation is pursuant to rules and regulations as promulgated by the Human Resources Department.

Section 3

The annual benefit year shall commence on January 1.

Each employee will be provided points in the carousel program based on the premium for the least costly HMO health insurance option in accordance with the attached schedule. Benefit points are allocated on a pro rata basis for employees hired during the year.

Section 4

Bargaining unit members will be allowed to participate in a pretax payroll deduction program for benefits pursuant to the provisions of Section 125 of the Internal Revenue Service Code and City rules regarding such participation.

Section 5

The City will provide basic life insurance coverage for all bargaining unit employees in the amount as stipulated in the Personnel Rules and Regulations.

Section 6

The City shall provide all necessary Employer contributions for social security insurance.

Section 7

The City will make available to employees a voluntary post employment health savings program as stipulated in the Personnel Rules and Regulations upon approval of voluntary programs by the IRS. If the IRS determines that voluntary programs are discontinued, then the parties will reopen this section of the agreement to determine if there is an alternative program structure acceptable to both parties.

Personal Insurance Credits

Health Insurance Coverage Selected	FY 2007	Benefit Points FY 2008	FY 2009
Single	6,320	95% premium plus 1,400	90% premium plus 1,400
Dual	75% premium plus 500	75% premium plus 1,000	75% premium plus 1,000
Family	75% premium plus 500	75% premium plus 1,000	75% premium plus 1,000
Waive	5,570	95% single premium plus 1,000	90% single premium plus 1,000

ARTICLE 24 - LINE OF DUTY INJURY PAY

The Employer hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following definitions, terms and conditions:

- a. Compensation shall be payable under this Section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.
- b. An injury shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Workers' Compensation Law.
- c. The amount of compensation paid shall be the amount required to supplement funds received from the Florida Workers' Compensation Law and any other disability or other income plan provided by the Employer, either by law or by agreement, to the point where the sum of the supplement herein provided and all other payments herein described equal the employee's base weekly wage. No supplementary compensation will be paid for those injuries incurred while doing personal non-job-related projects.
- d. The term "disability" as used in this Section means incapacity, because of an in the line of duty injury, to engage in the same or any other employment.
- e. It is the intent of this Section to provide supplemental compensation for line of duty injuries only, and this Section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of the terms of this Section, then the decisions concerning definition of those terms issued under the Florida Workers' Compensation Law shall control.
- f. To accomplish the supplement, the employee may have the sick leave account charged to supplement the workers' compensation payment up to 100% of base salary for up to a period of 180 calendar days. If an employee does not have sufficient sick leave to supplement, the employee will be allowed to use vacation and then a City-wide sick leave donation to that employee subject to the approval of the Fire Chief and the City Manager to supplement the workers' compensation for the first 180 days referenced. If additional time is necessary the employee, upon request to the Fire Chief and with approval of the City Manager, may be allowed to supplement up to an additional 180 calendar days. The decision by the Fire Chief and City Manager is non-grievable.
- g. An employee claiming this benefit shall notify his immediate supervisor of the injury being claimed while on the same duty shift that the injury occurred.
- h. An employee claiming this benefit for an on-duty job injury shall accept light duty as determined by the Fire Chief or his designee, if the injury permits, or forfeit the benefit. The Employer shall provide any doctor's expenses necessary to make determinations of whether or not the employee can perform the light duties.

ARTICLE 25 - LEGAL BENEFITS

Section 1

The Employer agrees that, upon the request of an employee covered by this Agreement, it will undertake the defense of that employee against any civil damage suit where the complaint in the suit alleges that the employee was acting within the scope of his employment and does not allege that the employee acted with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety and property.

Section 2

The Employer agrees that in a civil damage suit where a defense is requested by the employee and provided by the Employer, the Employer will indemnify that employee in accordance with Chapter 111.07 of Florida Statutes and Section 2-10 of the City Code of Ordinances, as may be amended from time to time.

ARTICLE 26 - MISCELLANEOUS

Section 1

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

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

Section 2

Personnel Files: On reasonable advance notice, employees shall be allowed to review their personnel files. Official personnel files of employees covered by this Agreement shall be located in the Fire Administration office or the Human Resources Department.

Section 3

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

Section 4

Printing of Agreement: The Employer and the Union shall share the cost of printing this Agreement and the number of copies shall be divided equally.

Section 5

Personnel Management: Both parties agree that the number of employees in the department is a concern from both a safety perspective and from a level of service perspective. The Employer agrees to provide for the safety and health of its employees during the hours of their employment, including the reasonable provision of a safe number of employees in the department. Management officials retain the full and unrestricted right to the determination of the number of personnel needed to carry out the department's mission in a manner which is safe for the employee.

Section 6

Department Attire Maintenance: All employees covered by this Agreement shall receive an annual four hundred fifty (\$450) dollars uniform cleaning allowance to cover the cost of cleaning and maintaining uniforms in accordance to department standards. It is the intent of the City to pay the uniform allowance as soon as possible after the execution of the Agreement in order to have personnel properly attired. Uniform inspections will be conducted by the District Chief. Disciplinary action may be taken for employees who do not maintain their uniforms such as small repairs, buttons, patches, shoes, etc.

Section 7

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

Section 8

Voting:

a. The City shall, at the request of an employee who is assigned to work on the day of a Largo City, Pinellas County, State or National election, provide the employee an "absentee ballot request" and stamped envelope for use by the employee in requesting an absentee ballot. The Union will provide a list of employees in the bargaining unit requesting absentee ballots two weeks prior to the election.

b. As to elections other than those listed above, or as to any election if the employee chooses, he may use the shift trade system for time off to vote without loss of acting pay for that shift. In order to accomplish a trade, employees must trade on a person-for-person, job-for-job basis; example, Firefighter/Paramedic trades for a Firefighter/Paramedic.

Section 9

Administrative procedures will be established by the Fire Rescue Department to provide for station assignments, acquisition of meal supplies, promotions and late procedures.

Section 10

All vacancies created by virtue of retirement, resignation, dismissals or death shall be filled by Fire Administration within a reasonable time as determined by the Fire Chief.

Section 11

A reasonable effort will be made to ensure equitable distribution of mandatory overtime. Fire Administration will make an effort to assure that mandatory overtime will not interfere with an individual's previously scheduled and approved leave.

Section 12

The employee will have the opportunity to take 12 hours off, with pay, for the employee's five-year incremental (5, 10, 15, 20, 25, 30, etc.) anniversary of City employment. The 12 hours must be taken during a single shift and should be taken during the employee's anniversary month.

Section 13

Employees covered by this Agreement who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States shall be entitled to leave from their respective duties without loss of pay for such time as they are in required training, for a total maximum of two hundred four (204) hours in any one fiscal year. Such employees who are involuntarily called to active duty shall be compensated in accordance with City Personnel Rules and Regulations in effect at said time. Notice prior to the commencement of the leave will be required at the time the employee receives a verbal or written order or statement. Military leave will not be applied to shift roster more than 30 days in advance. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. When available, such order or statement must accompany the formal request for military leave. Implementation of this article will be in accordance with federal and state laws and rules.

Section 14

EMS Performance Compensation Funds received from Pinellas County shall be paid in equal amounts to all bargaining unit employees upon receipt.

ARTICLE 27 - TUITION REIMBURSEMENT

Section 1 - Educational Incentive

The City shall reimburse full-time employees for approved training not to exceed five hundred dollars (\$500) per fiscal year for tuition only. The following guidelines will govern tuition reimbursement.

- a. Eligibility - Open to full-time employees who have been employed by the City for at least one year.
- b. Approved Training - Training approval will be made by the Fire Chief for courses which are related to the employee's present job or to a promotional position which is offered by an approved technical or trade school. Approval must be granted prior to the beginning of the training.
- c. Recipients of Scholarships - An employee receiving a scholarship grant for education is not eligible for reimbursement.
- d. Cancellation of Approval - An employee who resigns or is dismissed from employment prior to the completion of an approved training course shall not be eligible for reimbursement. An employee who is laid off or retires during the training shall be eligible for reimbursement upon successful completion of the training.
- e. Grade Requirement - Successful completion of training must be accomplished through a grade of "C" or better before reimbursement can be made. If a pass/fail grading system is utilized, then employee must receive a "pass" grade.
- f. Reimbursement - Upon the successful completion of training, a form will be secured from the Fire Rescue Department requesting reimbursement. This form and a copy of the employee's grade report along with a cancelled check or receipt will be submitted as application for reimbursement.

Section 2 - College Tuition Reimbursement

The City shall reimburse IAFF Bargaining Unit members up to \$2,500 per fiscal year, including tuition and course materials, for approved college courses leading to any degree (A.A., B.A., B.S., M.A., M.S., Ph.D.) in an approved course(s) of study in a community college, college or university accredited by an agency recognized by the Council for Higher Education Accreditation (CHEA) The following guidelines will govern tuition reimbursement.

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

ARTICLE 28 - PROMOTIONS

Section 1

Following an announcement defining and scheduling the promotional process and in accordance with department standard operating procedures, all promotional vacancies shall be filled from an eligibility list which shall be effective for not less than twelve (12) months or more than 24 months as determined by the Fire Chief. The Chief will select each candidate from the top five (5) eligibles on the list. If the current eligibility list contains fewer than five individuals the Chief has the option of either preparing a new list or promoting from the current list. Candidate placement on the eligibility list will be based on a comprehensive evaluation process as determined by department policy.

Section 2

The City agrees to administer a process to eligible employees, pursuant to department policy, for promotional selection. The City will post requirements and criteria with reasonable notice (approximately 90 days) to all employees within the bargaining unit. The Department will supply adequate study and reference materials for the purposes of preparing for the promotional process at least 90 days prior to testing.

Section 3

The City will give preference to City employees in filling promotional vacancies when all other factors are equal.

ARTICLE 29 - SHIFT SELECTION

Section 1

Pursuant to Department Standard Operating Procedures, a policy for shift selection will be established and maintained. The City maintains its right to determine and modify organizational structure; to select, direct, transfer, assign and determine the number of personnel in fulfilling its duties. The Department intends to continue the policy of shift bidding for all personnel in the bargaining unit when practical. The City will not arbitrarily or capriciously reassign personnel. The Department reserves the right to reassign personnel for cause; however, the Department will not reassign personnel for disciplinary reasons. If personality conflicts between unit members require a change in shift or station assignments the Fire Chief will consult with the Union President prior to any reassignment.

Section 2

Once an employee successfully bids a position in accordance with Department Standard Operating Procedures, reassignment not for cause will be considered a temporary transfer and will be documented with a reasonable estimated duration.

ARTICLE 30 - SEVERABILITY AND WAIVER

Section 1

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

Section 2

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

Section 3

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

ARTICLE 31 - ENTIRE AGREEMENT

Section 1

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

Section 2

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

ARTICLE 32 - DURATION, MODIFICATION AND TERMINATION

Section 1

The terms and conditions of this Agreement shall be effective as of November 5, 2006 and shall continue in full force and effect until September 30, 2009. If either party desires to negotiate a successor Agreement, such party shall provide written notice to the other not later than May 1, 2009.