

CONTRACT BETWEEN
TOWN OF LONGBOAT KEY
AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 2546

From October 1, 2021 through September 30, 2024

NOTE: Any change in wages, benefits or language shall become effective upon ratification by both the bargaining unit and the Town Commission unless otherwise noted.

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COLLECTIVE BARGAINING AGREEMENT

The Town of Longboat Key and the International Association of Firefighters, Local 2546, enter into the following Collective Bargaining Agreement to run from October 1, 2021 through September 30, 2024.

ARTICLE 1

PREAMBLE

1.1 Parties/Bargaining Unit

In accordance with the State of Florida Public Employees Collective Bargaining Statute, this Agreement is entered into by and between the Town of Longboat Key, a municipality in the State of Florida, hereinafter called the "Employer," and the Suncoast Professional Fire Fighters and Paramedics, Local 2546, hereinafter referred to as the "Union." This labor agreement is applicable for employees as defined in Certificate Number 659, issued to the Union by the Public Employees Relations Commission on December 27, 1984.

1.2 Purpose

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and the employees, both individually and collectively, and the Union; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement; and to set forth herein the basic and entire agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

1.3 Employee

Throughout this Agreement, the terms employee and member are used interchangeably, and both mean "employee member of the bargaining unit" as defined in PERC certificate 659.

ARTICLE 2

RECOGNITION

2.1 Union Representation

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

2.2 Bargaining Unit

The unit for which this recognition is accorded, is as defined in PERC Certificate 659, comprises all full-time employees within the Town of Longboat Key Fire/Rescue (hereinafter referred to as "LBKFR") classifications of Lieutenants and all regular full-time and probationary firefighters, firefighter/emergency medical technicians firefighter/paramedics, and single-cert paramedics. All other classifications are excluded from this unit.

2.3 Employer Recognition

The Union hereby recognizes the Town Manager, or his representative as the Employer's representative for the purpose of collective bargaining.

ARTICLE 3

EMPLOYEE RIGHTS

3.1 General

Employees are entitled to the benefits and rights of the Personnel Rules and Regulations (hereafter referred to as "PRR") of the Employer, provided, disputes arising under the PRR, or departmental rules, policies and regulations shall be subject to the grievance procedure set forth in the PRR, and not Article 5 of this CBA. If any conflicts occur between this Labor Agreement and the Town's PRR, the Labor Agreement shall take precedence.

3.2 Employee Rights

Employees in this Bargaining Unit shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to join and participate in, or to refrain from joining or participating in the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative.

3.3 Union Membership

Nothing in this Agreement shall require an employee to become or to remain a member of the labor organization or to pay any monies to the labor organization.

3.4 Interrogation/Potential Discipline

- A. In the event an employee is to be interrogated by a member of management as a part of a formal investigation which could result in disciplinary action to the employee, the employee, upon request, shall have the right to have a local Union representative or member represent him/her, provided the interrogation shall not be delayed more than four (4) hours to allow a particular representative to be present.
- B. Employees shall be furnished with a copy of any written reprimand or counseling statement which they are required to sign. The signatures shall serve as acknowledgement of receipt only and shall not constitute acceptance of the disciplinary action, unless otherwise stated on the form. The DVP of the Union or his/her designee may be present at all pre-disciplinary hearings regarding possible suspensions, demotions or dismissals providing he/she is available when the hearing is scheduled. A copy of an employee's notice of a pre-disciplinary hearing will be hand delivered to the Union DVP.

- C. The Town shall forward to the Union a copy of written reprimands, suspensions, demotions, or dismissals issued to bargaining unit members.

3.5 Communication Among Bargaining Unit Members During Working Hours

Employees in this unit shall have the right to communicate, meet and consult with recognized Union representatives during regular working hours concerning grievances. Discussions of this nature which are appropriate during working hours shall in no way interrupt, delay or otherwise interfere with the effective and proper service of the department.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 General

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer. Management officials of the Employer retain the rights, in accordance with applicable laws, regulations, and provisions of this Agreement which include, but are not limited to the following:

- A. To determine the organization of Town government.
- B. To determine the purpose and functions of the department and its constituent divisions/operations.
- C. To manage Fire Rescue and exercise sole and exclusive control and absolute discretion over the organization of the department and the operations and activities thereof to include but not be limited to the following:
 - 1. Allowable slack time activities including the right to allow or prohibit the maintenance of private vehicles and/or working on personal projects, belongings or equipment. For purposes of this article, slack time shall be defined as that period of time daily from 1700 hours until 0700 hours in which no specific daily or special assignments have been scheduled.
 - 2. Receiving/making of personal telephone calls.
 - 3. Type and character of sports/physical fitness activities and allowable locations to participate in same.
 - 4. Number of trips, time of day, and mode of transportation to grocery store.
 - 5. Visitations by non-Fire Rescue personnel.
 - 6. Use of Town equipment, property, supplies and structures.
- D. To perform those duties and exercise those responsibilities which are assigned to it by Federal and State Law, by Town Ordinance or by Town regulation.
- E. To exercise control and discretion over the organization and efficiency of operations of the Town.

- F. To set standards for services to be offered to the public.
- G. To manage and direct the employees of the Town.
- H. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the Town.
- I. To select non-bargaining unit supervisory and all managerial personnel strictly on the basis of management's determination of individual ability and bargaining unit supervisory positions consistent with Departmental Policy.
- J. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
- K. To decide the number, location, design and maintenance of the Fire Rescue's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities.
- L. To establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project.
- M. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements. One such change involves the training of all line fire personnel to perform building fire inspections.
- N. To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the Town may from time to time deem best.

4.2 Purpose and Mission

The Town Commission has the sole authority to determine the purpose and mission of the Fire Rescue and the amount of the budget to be adopted.

4.3 Civil Emergency

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

4.4 Waiver

It is expressly understood by and between the parties of this Agreement, that the Town of Longboat Key shall not be determined to have waived or modified any of the rights reserved to the Town of Longboat Key under this article by not exercising said rights either in a particular manner or at a particular time.

4.5 Right to File Grievances

The exercise of the above rights shall not preclude employees or their representatives from filing grievances arising from differences as to the interpretation or application of the express terms of the collective bargaining agreement nor to waive the Union's right to negotiate over the impact, if any of the exercises of any management right which affects wages, hours, terms or conditions of employment.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 General

- A. The purpose of this Article is to establish a procedure for the orderly adjustment of grievances and for settlement of disputes between the Employer and members or group of members involving the interpretation or application of this labor agreement.
- B. The Town has a Grievance and Appeal Procedure for matters not involving this labor agreement. Members shall have the option of utilizing the Town Grievance and Appeal Procedure or the Grievance Procedure established under this Article, but such member cannot use both for the same grievance.
- C. A grievance shall be defined to mean an alleged violation of an application or interpretation of this labor agreement.
- D. 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 answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee to advance the grievance to the next step. The time limits prescribed herein may be extended by mutual agreement in writing.

5.2 Grievance Procedure

- A. Grievances shall be settled in the following manner:

The employee shall first discuss his grievance with his Deputy Chief in an attempt to resolve it. If this is unsuccessful, the grievance shall be processed as follows:

Step 1: Within fourteen (14) calendar days of the event which gives rise to the grievance or when the employee knew or should have known of the event, whichever first occurs, the employee shall file a written grievance with the Fire Chief with a copy to the local Union representative. The grievance shall be filed on the grievance form attached hereto as Appendix A and shall not be considered filed unless completely filled out.

Step 2: The Union, or the employee, whichever applies, shall meet with the Chief, or his designee, within seven (7) days after filing the appeal in an attempt to resolve the grievance.

The Chief, or his designee, shall respond to the grievance within seven (7) calendar days after the meeting.

Step 3: If the grievance is not resolved under Step 2 above, the Union, or the employee, whichever applies, may appeal the grievance to the Town Manager within seven (7) calendar days of the response of the Chief, or the last day for the response, whichever first occurs. The Town Manager shall meet with the Union representative and/or employee within seven (7) calendar days in an attempt to resolve the grievance and render his decision.

Step 4: If the grievance is not resolved under Step 3, the grievance may be appealed to arbitration by the Union, by a written notice to the Town Manager received by him/her within ten (10) calendar days after receipt of the Step 3 decision.

B. Grievances by Non-Union Members

If a grievance is by a non-Union member and the Union refuses to process same solely because the employee is not a member of the Union, the employee shall have the responsibility to proceed under Steps 2, 3 and 4 and Section 5.3 and shall have the same rights and obligations as the Union just as if the Union were processing the grievance.

The union shall be notified of each meeting and shall have the right to have one representative attend; however, the employee shall have the right to present his grievances without intervention by the Union representative.

5.3 Arbitration Procedure

A. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Union, or the employee, whichever is applicable, as soon as is reasonably possible but no later than thirty (30) calendar days after the arbitrator confirms his selection, unless the parties otherwise mutually agree.

B. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators, all of whom must be permanent residents of the state of Florida, or the parties by mutual consent can agree to another selection procedure. The action shall be taken within fifteen (15) calendar days by the party requesting arbitration or the grievance shall be considered settled at the last step.

- C. Both the Town and the Union shall each have the right to strike one (1) name from the panel. The process will be repeated until one person remains who shall then be the arbitrator. The decision of the arbitrator shall be final and binding on the parties.
- D. The cost and expense incurred by the impartial arbitrator shall be shared equally by the parties involved in the arbitration. If a transcript of the proceeding is requested, then the party so requesting shall pay for it.
- E. 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 authority to determine any other issues not submitted to him/her.

ARTICLE 6

PROHIBITION OF STRIKES

6.1 Strike Definition

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the Town of Longboat Key, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in terms and "conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

6.2 Strikes Prohibited

Employees covered by this Agreement, the Union or its officers, agents and representatives, agree that Section 447.505 of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees or this Union from participation in a strike against the Town of Longboat Key, the Employer, by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator(s) to the penalties as provided for by law, and the provision of the Rules and Regulations of the Personnel Management System.

6.3 Affirmation

Employees covered by this Agreement and the Union, its officers, agents and representatives agree that they will not engage in any "strike" activities or other similar forms of interference with the operation of Fire/Rescue.

6.4 Penalties

Any employee covered by this Agreement who participates in, is a party thereto, or promotes any of the above actions as outlined in Sections 6.1 and 6.2, or other similar forms of interference with the operations or functions of the Town will be subject to disciplinary action up to and including discharge.

ARTICLE 7

CHECKOFF

7.1 Authorizations

Employees may authorize, on the prescribed form, the deduction of Union dues.

7.2 Fines, Penalties and Special Assessments

The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

7.3 Revocation

Employees may revoke payroll dues and/or other authorizations at any time by submitting a stop request to the Employer and the Union upon 30 days written notice.

7.4 Time for Submitting Authorizations

Employees may initiate payroll dues and/or other authorizations at any time by submitting a completed payroll deduction form to the Employer.

7.5 Continuation

Employees participating in the current dues payroll deduction program, may continue to do so as long as the Union remains the certified bargaining agent for employees in this bargaining unit.

7.6 Changes in Dues/Notice

The Union shall submit a written request stating, in dollars and cents, the new amount of Union dues to be deducted from the wages of members who have authorized such deduction. This request by the certified bargaining agent shall be submitted thirty (30) days in advance of the effective date of any change.

7.7 Service Fee

The Union agrees to pay the Employer a fee for expenses associated with the bookkeeping, retention and transmittal of dues and other allowed deductions for the term of this Agreement. The Town shall deduct from payment made to the Union a one-time annual service fee of one hundred fifty dollars (\$150.00). This fee shall be collected each year during the month of October for the duration of the collective bargaining agreement.

7.8 Remittance

Union dues and any other authorized deductions shall be deducted each applicable pay period and the funds, minus the applicable administrative service charges, shall be remitted to the Treasurer of the Union within thirty (30) calendar days.

7.9 Indemnity

The Union will indemnify, defend, and hold the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Employer on account of these payroll deductions. The Union agrees that in case of error proper adjustment if any, will be made by the Union with the affected employee.

ARTICLE 8

UNION REPRESENTATION

8.1 Stewards

There may be one District Vice President or his/her designee recognized for Fire/Rescue.

8.2 Notice of Changes

The name of the District Vice President and other Union officials shall be given in writing to the Fire Chief as well as any change in such list within seventy-two (72) hours of assumption of the duties of the office.

8.3 Communications During Working Hours

Members and Union Representatives shall have the right to communicate during regular working hours provided this shall in no way interrupt, delay, or otherwise interfere with effective and proper service of the department.

8.4 Solicitation

Solicitation, on Town property, of any and all kinds by the Union including the solicitation of grievances, of membership, and the collection of Union monies, shall not be engaged in during working hours.

8.5 Time Off Without Pay

Employees elected to Union office shall be granted time off, without pay, to perform their Union functions, including attendance at conventions, conference and seminars, subject to the Fire Chief's approval.

8.6 Negotiations

Up to four (4) members of the negotiating team shall be allowed time off, without pay, for all meetings which shall be mutually set by the Employer and the Union, subject to the Fire Chiefs approval.

8.7 Time Off - Union Business

Approvals for time off for Union business shall be based on the needs and mission of the department as determined by the Fire Chief.

8.8 New Employee Orientation

The Town shall permit the Union to make a presentation to all new bargaining unit members at the Town's new employee orientation. Subject matter and time of the Union presentation and any Union materials to be distributed are subject to prior approval by the Fire Chief, or his/her designee.

ARTICLE 9

VACATION LEAVE

9.1 Accrual Rate

Vacation Leave under PRR Section 16 shall be calculated and accrued on a biweekly basis depending on the number of hours in the employee's regularly scheduled work period and computed based on the employee's years of service. The employee's years of service is calculated using the employee's continuous service date.

Years of Service	Annual Hourly Accrual	
	Administrative Schedule	Section 7(K) Schedule
Up to 5 years	80 hours	120.0 hours
5 to 6 years	88 hours	144.0 hours
6 to 7 years	96 hours	144.0 hours
7 to 8 years	104 hours	144.0 hours
8 to 9 years	112 hours	168.0 hours
9 to 10 years	120 hours	168.0 hours
10 to 11 years	136 hours	192.0 hours
11 to 12 years	144 hours	216.0 hours
12 to 13 years	152 hours	216.0 hours
13 to 14 years	160 hours	240.0 hours
After 14 years	168 hours	264.0 hours

9.2 Accrual Maximum

The maximum number of vacation leave hours that may be carried forward will be 240 hours for administrative personnel and 336 hours for Section 7(K) personnel.

9.3 Transfer Within the Bargaining Unit

An employee covered by this Agreement who transfers from an administrative position to a Section 7(K) position shall have his vacation accrual balance multiplied by 1.4 to obtain his new vacation accrual balance; if transferred from a Section 7(K) position to an administrative position, his vacation accrual balance shall be divided by 1.4 to obtain his new vacation accrual balance.

9.4 Accumulation of Vacation

- A. Employees are encouraged to take their vacation yearly.
- B. Employees may accumulate up to three hundred thirty-six (336) hours excluding converted medical leave.
- C. Vacation standing in an employee's vacation account in excess of three hundred thirty-six (336) hours on December 31 will be paid during the next January, provided the employee has taken at least forty (40) hours or one-half (½) of the vacation earned during the year, whichever is less, during the calendar year.
- D. Employees with 5 years of continuous service may contribute all or part of their earned vacation each year in excess of 336 hours to the Town Vested 401(K) Plan, as long as the amount does not exceed the IRS limits and the employee submits this request to Finance each December (date determined by the Town). . Accrued unpaid vacation will be treated as an employee pre-tax elective deferral and there will be no Town match.

9.5 Converted Medical Leave

- A. Medical leave accrued in excess of one thousand eight (1,008) hours may be converted to vacation leave at a rate of one (1) medical leave hour to one (1) vacation leave hour. An employee may convert up to fifty-six (56) hours per calendar year.
- B. All medical leave converted to vacation leave must be used in the calendar year in which it was converted. Cash payout for converted medical leave is not permitted and if not used, will be converted back to medical leave.

ARTICLE 10

HOLIDAYS

10.1 Holidays Observed

The following Holidays shall be observed:

Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving	Fourth Friday in November
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
1/2 Day Good Friday	Good Friday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Section 15.01(B) of the Town PRR shall not apply.

One other day before or after December 25 as designated by the Town Manager with the approval of the Town Commission.

10.2 Eligibility Requirements

The eligibility requirements to receive holiday pay are as set forth in PRR Section 15.03.

10.3 Shift Personnel

Employees who work on a Section 7(K) shift shall earn 11.2 hours for each of the holidays to which they are entitled under the PRR.

10.4 Administrative Personnel

Administrative personnel shall receive the duty day off with pay for each of the listed holidays unless assigned by the Chief to work.

10.5 Additional Holidays

Additional holidays adopted by the Town Commission during the period of this contract as defined in Article 22, Duration, shall apply to the fire fighters without further negotiation.

10.6 Holiday Pay

Employees will be paid for holidays for which they meet the eligibility requirements in lieu of time off in accordance with Section 15.04(C) of the Town PRR. Holiday pay will be payable in a lump sum on the first full pay period after October 1.

10.7 Separation of Employment

- A. Employees shall be paid accrued holiday pay upon cessation of their employment.
- B. In the event of an employee's death, his beneficiary or estate, in the absence of designated beneficiary, shall be paid for accrued holiday pay.

ARTICLE 11

BULLETIN BOARDS

11.1 Bulletin Boards

The Union may have, in every workplace where members are assigned, a bulletin board, beginning on the date of this Agreement. Space assigned to the Union shall not exceed twenty-four (24) inches by thirty-six (36) inches of the area of each such bulletin board.

11.2 Chief's Approval

All materials placed upon the bulletin board by the Union will be signed by the Union President or his designee, and copies of any materials to be posted shall not be posted without the advance approval of the Town Fire Chief or his designee, which approval will not be unreasonably withheld so long as the materials comply with Section 11.3 below.

11.3 Contents

Materials placed on the bulletin board shall pertain only to Union business and activities and shall not contain any endorsement of any candidate for or member of the Town Commission or any other commission, committee or group appointed by the Town Commission or controversial, nor anything reflecting negatively upon the Town, any of its employees or officials or its constituent or independent agencies. No materials, notices, or announcements which violate the provisions of this section shall be posted and, if posted, may be removed by the Chief, or his designee.

ARTICLE 12

PAY

12.1 Pay Provisions

- A. Employees shall be paid in accordance with Section 12.1(B) – (D) below.
- B. Wages:
 - 1. Appendix B shall apply to FF/Paramedics and Lieutenant effective October 1, 2021; provided new hires shall move one (1) Step upon successful completion of their initial probationary period, but if hired after March 31, they will not be able to move up a Step until October of the fiscal year after their first Step increase.
 - 2. Effective October 1, 2022 and 2023, current employees shall advance one step under Appendix B if the employee hasn't "capped out".
 - 3. In the event there are no qualified FF/PM candidates satisfactory to the Chief, and the Chief determines it is necessary to hire FF/EMTs or single certified Paramedics:
 - (a) They shall be paid the rates set forth below in subsection 3(D) until they become dual certified at which time they will go to Step 1 for FF/P in Attachment (B).
 - (b) FF/EMTs will be terminated if they do not become a Florida Certified Paramedic within two (2) years from the date of their employment.
 - (c) Single Certified Paramedics will be terminated if they do not become a Florida Certified Firefighter with one (1) year from the date they were hired.
 - (d) Hire rate is \$39,900. There will be a 5% annual increase per year through the remainder of the contract while employed in accordance with subsection (b) or (c).
 - 4. Employees who are capped out shall be given (one) 1 shift off with pay which must be used within the following twelve (12) months or it will be lost; provided if the employee does not use it because he was not allowed time off, he shall be paid for one (1) shift in lieu of the time off.
- C. Any promotional, Step or cost of living pay adjustments subsequent to the termination of this Agreement shall be as specified in Article 24, Duration.

D. Hiring New Employees:

1. New FF/Ps with experience shall be hired at Step 1 in Appendix B.
2. Within sixty (60) days of employment, the employee may request to be moved up to Step 4 after successful completion of the employee's initial probationary period.
3. The Chief shall establish a committee of up to five (5) members, one of which shall be appointed by the Union, to evaluate the experience and qualifications of the employee and recommend to the Chief which Step, if any, it recommends the employee should be moved to.
4. The Chief shall make the final decision.

12.2 Clothing Maintenance Allowance

- A. All employees covered by this Agreement shall be eligible for a clothing maintenance allowance for the purpose of maintaining employee uniforms, linens and related clothing worn during working hours.
- B. Effective the first payroll period after the effective date of this Agreement, the amount of the Clothing Maintenance Allowance payment for eligible employees shall be twenty dollars (\$20.00) per pay period.
- C. The Fire/Rescue agrees to continue to furnish uniforms for employees.

12.3 Acting in a Higher Classification (W.O.C.)

- A. Effective the first payroll period after the effective date of this Agreement, when a lieutenant or FF/P is assigned and works in a higher paid classification for four (4) or more continuous hours, he shall be paid an additional two dollars (\$2.00) per hour retroactive to the first hour of the assignment.
- B. All acting assignments shall be made on the basis of qualifications for such assignments in the judgment of the Fire Chief, or his designee.
- C. To be eligible for W.O.C. the employee must have been a LBKFR employee for two (2) years, and the employees past two (2) overall job performance reviews were satisfactory and must have completed the Acting Officer check-off and approved by the Deputy Chief.

12.4 Specialty Pay – FADO – Fire Apparatus Driver Operator

A. All employees who meet all of the qualifications set forth below for FADO shall receive twenty dollars (\$20.00) per bi-weekly pay period as Specialty Pay:

1. The employee must have been employed by the LBKFR two (2) years, and
2. The employee has satisfactorily completed state certification in Fire Apparatus Operations and Fire Service Hydraulics State certification in Fire Apparatus Operations and Fire Service Hydraulics.
3. The employee's past two (2) overall job performance reviews were satisfactory, and the Chief determines their performance is satisfactory or better.
4. The employee satisfies the Chief that the employee is competent on all of the Town's equipment and procedures.

B. Specialty Pay shall begin within thirty (30) days after the Town is notified by the Chief that the employee has met all of the requirements of subparagraph (A) above.

C. (1) Employees shall lose Specialty Pay if they lose one or more of the certifications set forth in subparagraph (A)(2) above, the employee receives an overall job performance review of less than satisfactory, or the Chief, in his sole opinion, determines the employee is no longer competent on any or all Departmental equipment and procedures.

(2) Requalification: An employee who qualifies and receives the pay additive as specified above, shall re-qualify his/her eligibility to maintain the pay additive beginning October 1, 2018 and every two years thereafter by participating in and passing a re-qualification course approved by the Fire Chief after input from the Union.

12.5 Specialty Pay - Certified Fire Safety Inspector (Minimum number assigned is 6)*

A. Firefighters/Paramedics who are not lieutenants and who meet all the qualifications set forth below for a certified Fire Safety Inspector, but not less than two (2) per shift as selected by the Chief, shall receive sixty-five dollars (\$65.00) per bi-weekly pay period as Specialty Pay:

1. The employee shall have successfully completed his or her initial probationary period, and the employee has successfully completed state certification as a Fire Safety Inspector I.
2. The employee must have been employed by the LBKFR two (2) years, the employee's past two (2) overall performance reviews were

satisfactory or better, and the Chief determines their performance is satisfactory or better.

- B. Employees shall lose Specialty Pay if they lose one or more of the certifications set forth in subparagraph (A)(1) above, the employee receives an overall performance review of less than satisfactory, or the Chief, in his sole opinion, determines the employee is no longer competent on any and all departmental procedures and operations applicable in the Fire Prevention Division.
- C. Lieutenants are not eligible for this specialty as it is a job requirement and is reflected in their step plan.

12.6 Specialty Pay - Paramedic Preceptor

- A. Employees who meet all of the qualifications set forth below for Paramedic Preceptor shall receive twenty dollars (\$20.00) per shift worked when assigned as a Preceptor.
 - 1. The employee shall be a full function paramedic employed by LKFR.
 - 2. The employee will have achieved active State of Florida paramedic status for a period of at least two (2) years, and the employee's past two (2) overall performance reviews were satisfactory or better, and the Chief determines their performance is satisfactory or better.
 - 3. The employee has current ACLS and BLS certifications.
 - 4. The employee is recommended for this assignment by his or her Chief Officer and approved by the Medical Director.
 - 5. The employee abides by Preceptor program guidelines as indicated by a signed participation agreement, which will be kept on file.
- B. Employees shall lose Specialty Pay if they fail to meet any of the criteria set forth in subparagraph (A) above, the employee receives an overall performance review of less than satisfactory, or the Chief, in his sole opinion, determines the employee is no longer competent on any and all applicable departmental procedures and operations.

12.7 Specialty Pay - Quality Assurance/Quality Improvement Committee (Minimum Number Assigned is One (1) Per Shift)*

- A. Employees who meet all of the qualifications set forth in the most current department directive for Quality Assurance/Improvement Committee shall receive sixty-five dollars (\$65.00) per bi-weekly pay period as Specialty Pay. Must meet all qualifications and be assigned to the committee by the Fire Chief.

- B. Employees shall lose Specialty Pay if they lose one or more of the State of Florida certifications set forth in subparagraph (A) above, the employee receives an overall performance review of less than satisfactory, or the Chief, in his sole opinion, determines the employee is no longer competent on any and all applicable departmental procedures and operations.

12.8 Specialty Pay – Boat Captain (Minimum number assigned is Four (4) Per Shift)*

- A. Employees who meet all of the qualifications set forth below for Boat Captain shall receive sixty-five dollars (\$65.00) per bi-weekly pay period as Specialty Pay.

1. The employee has satisfactorily completed the United States Coast Guard "six-pack" license or higher.
2. The employee must have been employed by the LBKFR two (2) years and the employees past two (2) overall job performance reviews were satisfactory, and the Chief determines their performance is satisfactory or better.
3. The employee satisfies the Chief that the employee is competent on all of the Fire Rescue Marine/Boat equipment and procedures.

- B. Employees shall lose Specialty Pay if they lose one or more of the certifications set forth in subparagraph (A) above, the employee receives an overall performance review of less than satisfactory, or the Chief, in his sole opinion, determines the employee is no longer competent on any and all applicable departmental procedures and operations.

12.9 Specialty Pay/Paramedic Incentive for Lieutenants

Lieutenants who are or become certified as State of Florida Paramedics and who are approved to work as Paramedics by the LBKFR Medical Director shall receive an incentive of one hundred thirty-four dollars and sixty-two cents (\$134.64) per pay period so long as the certification and approval remain current.

12.10 Limits

The minimum number of employees to be assigned to these Specialties Specialty Pay applies only to the extent there are sufficient numbers of employees who meet all of the qualifications for the particular Specialty. The Chief, in his sole opinion, shall determine whether to increase the number in any category above the minimums.

12.11 Failure to Maintain EMT or Paramedic Certification

In the event an employee loses or no longer holds for any reason a current, valid State of Florida certification for the EMT or Paramedic, for which he was hired, the Town shall have the exclusive option of terminating his employment.

12.12 Training Payback

A. When an employee is required by the Town to attend firefighter or paramedic training:

1. If the employee does not successfully complete the training course, the employee will be terminated. The Town may withhold all of the educational funds it expended for the training from the employee's pay and accrued benefits to the extent allowed by applicable law and the employee shall be indebted to the Town for the balance.
2. If the employee successfully completes the training course and the employee resigns employment or is terminated for just cause, the employee shall be indebted to the Town for the Town's cost of the training.

<u>Resignation / termination after successful completion</u>	<u>Percentage of cost owed by employee</u>
Within three years	100%
Within 5 years	75%
After 5 years	50%
After 10 years	0%

B. The Town may withhold from the employee's wages and accrued benefits the amount due to the extent allowed by applicable law and the employee shall owe the Town the remaining balance.

ARTICLE 13

WORK WEEK AND OVERTIME

13.1 Work Schedule

Section 7(K) personnel shall normally work a schedule of one hundred sixty-eight (168) hours in a twenty-one (21) day work period or an average of two thousand nine hundred twelve (2,912) hours each year. Management will consult with the Union a minimum of thirty (30) calendar days prior to the implementation of any new work schedule.

13.2 Hours Worked

Section 7(K) personnel work shifts shall consist of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. Administrative personnel shall work a forty (40) hour work week consisting of five (5) eight-hour days with an unpaid half hour lunch break.

13.3 Overtime Eligibility

- A. Section 7(K) personnel shall be eligible for overtime pay as follows:
 - 1. Employees shall receive one-half their hourly regular rate of pay for hours worked in excess of one hundred fifty-nine (159) hours and less than or equal to one hundred sixty-eight (168) hours in a twenty-one (21) day work period (FLSA half-time pay).
 - 2. Employees shall receive time and one-half their hourly regular rate of pay for hours worked in excess of one hundred sixty-eight (168) hours in a twenty-one (21) day work period.
- B. Administrative personnel shall be paid for all overtime in excess of forty (40) hours each work week.
- C. Employees shall be required to work overtime when assigned and scheduled.
- D. Full hours of absence due to paid personal time, paid vacation, emergency leave, paid conference/training time, paid sick leave, comp time, wellness time, and paid jury duty shall be counted as hours worked for the purpose of determining eligibility for overtime pay. No other time except time actually worked ("sweat" hours) shall be counted.

13.4 Non-FLSA Comp Time

- A. Subject to subsection B below, full time employees on a Section 7(K) schedule shall be provided six (6) hours of non FLSA comp time every bi-

weekly pay period if they are actively working, on paid leave or on worker's compensation leave. No other leave shall entitle the employee to this benefit.

- B. Except as provided in Subsection D below, comp time under this Section is capped at one hundred fifty-six (156) hours.
- C. Comp time under this Section shall not be paid out upon cessation of employment.
- D. After fifteen (15) continuous years of service in the Fire Rescue Department, one (1) additional hour of non-flsa comp time will be added to the employee's non-flsa comp time every bi-weekly pay period, and the cap shall be one hundred eighty-two (182) hours.

13.5 FLSA Comp Time

- A. Compensatory hours at a rate of time and one-half (1½) can be substituted for cash overtime compensation if mutually agreed upon by the Chief, or his designee, and the employee prior to working any scheduled or unscheduled overtime.
- B. Compensatory time earned under this subsection shall be deposited in the employee's comp time bank under Section 13.5 below.

13.6 Rules – FLSA Comp Time

- A. An employee's comp time bank shall be limited to two hundred forty (240) hours.
- B. Scheduling of time off shall be at the discretion of the Fire Chief, or his designee.
- C. Employees may be required to utilize comp time when the Chief, or his designee, determines it is in the best interest of the Department.
- D. In the event of cessation of employment, the employee will be paid the hours standing in his comp time bank.

13.7 Light Duty

- A. If an employee is released by his physician for light duty from a work-related injury, return to light duty shall be at the option of the Town based on its operational needs, provided the employee's hourly rate will be adjusted by a factor of 1.4 when assigned light duty on a schedule other than Section 7(k). Refusal to accept a light duty assignment by the Town, which the employee is capable of performing in accordance with applicable law, will result in termination of employment.

- B. When an employee on light duty on a schedule other than Section 7(k) takes vacation, compensatory time, or sick leave, the 1.4 factor/multiplier shall apply.
- C. When an employee on light duty receives a Town Holiday while on the 40-hour Light Duty schedule, he or she shall have the normal Section 7(K) schedule 11.2-hour accrual for the Holiday(s) deducted from their annual Holiday accrual/compensation bank.
- D. Light duty for employees released by a physician for light duty from a non-work-related injury shall be returned to light duty at the option of the Town based on its operation needs. When allowed to return to light duty, the employee will be assigned to a forty-hour (40) position Monday through Friday and will be paid his hourly rate for hours worked only but may utilize vacation or sick leave to make up the difference. Light Duty shall be up to three (3) months as determined by the Chief. Upon request by the employee, the Chief may extend the light duty for up to another three (3) months.

ARTICLE 14

SENIORITY, LAYOFF AND RECALL

14.1 Accrual

Town, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the Town. Approved leaves of absences of thirty (30) or more consecutive workdays without pay shall not count towards the accrual of classification seniority unless the law requires otherwise.

14.2 Loss of Seniority

An employee shall lose his seniority and be terminated from employment as the result of any one (1) of the following:

- A. Discharge.
- B. Retirement.
- C. Voluntary resignation.
- D. Layoff exceeding one (1) year.
- E. Failure to report to the Chief the intention to return to work within three (3) calendar days of receipt of a recall notice.
- F. Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management.

14.3 Layoff Selection and Bumping

- A. There shall be three (3) classifications under this section, being Firefighter/Paramedic, Firefighter/EMT and Lieutenant.
- B. In the event the Town decides to lay off employees within a classification, the Chief will determine the number to be laid off, and the Town will first lay off those employees employed on a part-time, casual, temporary, or probationary basis in the classification in that order.
- C. If further layoffs are necessary, selection among regular full-time employees in the classification shall be based upon their classification seniority, provided the Chief determines the senior employee is qualified and able to perform all of the work.
- D. The senior Lieutenant, who would otherwise be laid off, depending on whether he is a Paramedic or an EMT, may bump the junior

Firefighter/Paramedic or Firefighter/EMT over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.

- E. The senior Firefighter/Paramedic who would otherwise be laid off may bump the junior Firefighter/EMT employee over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- F. The employee who bumps into a lower classification under paragraphs (D) or (E) above shall be paid in the classification to which he bumps in accordance with PRR Section 7.02(B)(2).
- G. Firefighter/EMTs who become certified as Paramedics under Florida law shall be moved to the Firefighter/Paramedic seniority list upon receipt by the Town of satisfactory documentation of their certification and their Firefighter/Paramedic seniority date shall be the same as their departmental seniority date.

14.4 Permanent Layoffs

In some cases, the Town may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent and the employees laid off shall not be eligible for recall.

14.5 Recall

Except for employees laid off pursuant to Section 14.4 above regular full-time employees who are recalled by the Town within twelve (12) months shall have their Town service, departmental, and job classification seniority restored; however, they will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

ARTICLE 15

GENERAL PROVISIONS

15.1 Rules and Regulations

- A. The Union has been provided with copies of the Town PRR and all Departmental Rules and Regulations, policies and standard operating procedures relating to wages, hours and working conditions. The Town will provide the Union with any changes or additions; provided, the Town shall not delete, change or add to same in any manner inconsistent with this Agreement.
- B. The Town shall notify the Union of additions to or modifications in the PRR in advance of same, unless permitted to institute them before notice by applicable law, and upon written request by the Union within fourteen (14) calendar days of receipt of said notice or actual knowledge of the change, whichever first occurs, the Town will negotiate the impact of said additions or changes. Failure of the Union to request timely bargaining shall constitute a waiver of the right to bargain impact. Any dispute arising out of impact bargaining shall be resolved under the impasse resolution procedure set forth in Florida Statute Chapter 447 and not under Article 5 of this Agreement.

15.2 Appendices and Amendments

All appendices and amendments to this Agreement shall be numbered or lettered, dated and signed by the responsible parties and shall be made a part of this Agreement.

15.3 Mileage Allowance

Employees required and authorized to use their private automobile for Fire/Rescue business shall be compensated at the rate approved by the IRS for mileage reimbursement.

15.4 Group Health Insurance

- A. The Town agrees to provide the opportunity for employees covered by this Agreement to participate in the Town's Group Health Insurance Program.
- B. The Town will provide the same policy and pay the same portion of the premium for employee and/or dependent coverage for bargaining unit employees that it pays for all other non-exempt Town employees.

- C. In the event the Town Manager establishes a Town Employee Health Insurance Committee made up of non-exempt employees, the IAFF may appoint one (1) bargaining unit employee to the Committee.

15.5 Parking

Fire/Rescue shall provide, without cost to employees on duty, parking space adjacent to all Fire/Rescue facilities, Fire Stations and work sites.

15.6 Life Insurance

The Town agrees to provide the opportunity for employees covered by this Agreement to participate in the Town's Life Insurance Program on the same basis as offered to other non-exempt unrepresented Town employees.

15.7 Professional Development Certification Program

Employees certified as an Emergency Medical Technician or Paramedic shall be required to continue these certifications as a term and condition of employment. The Town shall provide all Emergency Medical Technicians and Paramedics opportunities to get all medical CEUs necessary for recertification at no cost to the employee.

15.8 Drug Free Work Place Program

The Union agrees to the adoption of a Drug Free Work Place Program as presented by the Town. The Union agrees to accept any changes in the program that may be implemented by the Town for all safety sensitive employees, including random drug testing.

15.9 DROP Plan

Effective with the freezing of the Chapter 175 Defined Benefit Plan, there shall be no DROP plan. Eligibility to DROP for employees participating in FRS shall be determined by applicable FRS rules and regulations.

15.10 Disability

The Town will provide long term disability on the same basis as non-represented non-exempt employees or the minimum plan required by law, if any, whichever is better but at no cost to the employee.

15.11 Copying Personnel Files

All members shall have the right to inspect and make copies of their personnel records at times and under conditions convenient to the HR Department.

ARTICLE 16

EXCHANGE OF DUTY TIME

16.1 Exchanges

Employees may be permitted to make within-classification exchanges of time that would otherwise be on-duty time providing:

- A. Each employees vacation balance is less than three hundred thirty-six (336) hours, unless waived by the Chief or his designee.
- B. Employees who are on preceptee status shall be ineligible to participate in the shift exchange program, unless waived by the Chief or his designee.
- C. The appropriate form is properly executed prior to the exchange, has been verified by the Shift Deputy Chief, and approved by the end of the shift prior unless waived by the Shift Deputy Chief.
- D. The member being relieved will not be eligible for Worker's Compensation or other associated benefits which would ordinarily be connected with an on-duty injury, but will continue to receive his regular salary while off duty.
- E. The person working the time will be covered by all applicable benefits in case of injury, but will not receive salary or any other benefits for the fill-in period.
- F. The employee be limited to initiating a total of two hundred and forty (240) hours of exchange of duty time per fiscal year exclusive of exchanges for approved educational purposes.
- G. That with the exception of exchanges between officers, exchanges between ranks or classifications will be allowed, as long as Lieutenants only trade with those eligible to act in a higher classification, and manning requirements for each classification is not affect, but no W.O.C. pay shall be paid due to a trade.
- H. That if the member agreeing to work for another is sick during the scheduled time change, his medical leave account will be charged.
- I. The member agreeing to fill in for another is obligated to remain on duty for the full period of time agreed to and approved as per departmental policy.
- J. Those exchanges of duty must be paid back within twelve (12) months of the initial exchange.
- K. Employees may not work more than 2 consecutive shifts (days) unless there is an emergency or unless approved by the Fire Chief.

ARTICLE 17

CONSULTATION

The parties may, at the request of either, meet at mutually agreeable times and consult about any matter involving Departmental operations that both parties agree is a matter of mutual concern, and such consultation shall not require the taking of any action by either party and shall not be considered collective bargaining. The Union may have a Union Business Agent and up to two bargaining unit employees present at each meeting who, if on the clock, will not lose pay, provided the meeting is on their regularly scheduled work day.

ARTICLE 18

SAVINGS CLAUSE

18.1 Invalid, Unlawful or Unenforceable Specific Articles and Sections

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.

18.2 Negotiations Over Invalid Articles or Sections

In the event of invalidation of any Article or Section, both the Employer and the Union agree to meet within thirty days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. Disputes shall be resolved pursuant to the impasse resolution procedure of F.S. Chapter 447.

ARTICLE 19

ENTIRE AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

ARTICLE 20

SAFETY

20.1 Recommendations

The Town will make reasonable efforts to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage the employees to work in a safe manner. Also, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Within thirty days of receipt, the Chief of the Department shall give a written reply to the Employee or the Union regarding the disposition of the recommendation.

20.2 Safety Devices and Equipment

The Town will provide safety equipment and devices for employees engaged in work where such special equipment and devices are determined by management to be necessary. Such equipment and devices, where provided, must be used and maintained by employees. Failure by employees to utilize provided equipment or devices will be subject to disciplinary measures.

20.3 Maintenance

All safety equipment shall be kept in proper working order and meet or exceed appropriate Federal and State Standards (ANSI and OSHA).

20.4 Return of Safety Equipment, Supplies and Uniforms

In the event an employee leaves the Department, he shall return all uniforms and safety equipment to the Department.

20.5 Safety Committee

The Chief shall establish a departmental Safety Committee which shall include bargaining unit employees which shall meet regularly as determined by the Chief, but not less than once a calendar quarter. Employees shall lose no pay for attendance at such meetings.

20.6 Wellness Incentive Committee

- A. The Town will establish a Wellness Incentive Committee ("WIC") which will be made up of the Fire Chief, or his/her designee, and two or more employees designated by the Chief as well as up to two members appointed by the IAFF. The Committee shall be chaired by the Chief and will meet with the purpose of recommending to the Town Manager a separate wellness program ("FWP") for the LBKFR.

- B. The Committee shall meet upon the Chief's call but no less than once every fifteen (15) days between the date of the ratification of this Agreement and November 30, 2018. The Committee's recommendation shall be presented to the Town Manager on or before January 1, 2019.
- C. The Town Manager shall consider the Committee's recommendation and make the final decision as to the FWP to be implemented for the LBKFR.
- D. The maximum number of wellness hours that can be earned in a calendar year shall remain at forty-eight (48).
- E. Upon adoption by the Town Manager, the FWP shall become effective the next full pay period.
- F. The LBK new wellness program shall be administered by the Fire Chief.
- G. Members of the bargaining unit and all members of management of the LBKFR will not be eligible to participate in the Town Blue Cross wellness program.

ARTICLE 21

PENSION

21.1 The Defined Benefit Plan

The current Chapter 175 Defined Benefit Plan will remain frozen, and employees remaining in the Plan will continue to receive no further enhancements.

21.2 Florida Retirement System

All employees current and future will participate in FRS Special Risk Class, subject to the following:

- A. Employees will pay the FRS mandated employee contribution as required by law.
- B. The Town will pay the required FRS employer contribution rate (TRC), beginning with the first payroll after ratification of this Agreement by the bargaining unit and the Town Commission.

21.3 Waiver

The IAFF, Local 2546 agrees that it will not file an unfair labor practice or in any way pursue any legal, contractual, administrative or other lawsuit or claim or otherwise contest the freezing of the Chapter 175 Defined Benefit Plan or make any claim that the freezing of the Chapter 175 Defined Benefit Plan constitutes a plan termination. Neither will the IAFF contest the right of the Town to replace the current pension board.

ARTICLE 22

SICK LEAVE BANK

- A. Bargaining Unit employees may donate up to forty-eight (48) hours but not less than twenty-four (24) hours a year of their accrued but unused vacation or sick leave time to the IAFF Sick Leave Bank. Such donations shall be made only during the months of January and June each year. Donations shall be in increments of twenty-four hours.
- B. Employees who have contributed to the Sick Leave Bank and have exhausted all of their paid leave time, are not receiving workers compensation or disability and continue to be absent due to a bona fide illness, or injury, may apply to receive a donation from the Sick Leave Bank; provided, however, no employee may receive more than 144 hours of donated leave in any one twelve-month period.
- C. Donations shall be paid out at the hourly rate of pay of the employee seeking the donation and shall be subject to normal deductions in accordance with this Agreement and applicable law.
- D. Applications for donations from the Sick Leave Bank shall be made directly to the IAFF Sick Leave Committee which shall be made up of bargaining unit employees selected by the Union. The Committee shall solely be responsible for administering the Sick Leave Bank in accordance with the provisions of this Article.
- E. The Town shall have no obligation under this Article except to make authorized deductions from an employee's accrued vacation and to make payments from the Sick Leave Bank as directed by the Sick Leave Committee from funds, if any, in the Sick Leave Bank.
- F. The IAFF will hold the Town, its employees and elected officials, harmless and defend against any claim made against them, or any of them, relating to this Article 22.

ARTICLE 23

UNION POOL BANK

23.1 Purpose

The Town and Union agree to establish a Union Pool Bank for use by employee union officials who are released from duty under the conditions set forth in sections 23.2-23.10 below.

23.2 Eligibility

Employees elected to Union offices shall be eligible for pay from the Union Pool Bank to perform union duties including attendance at conventions, conferences, and seminars so long as their absence from duty is preapproved by the Fire Chief, or his designee.

23.3 Application

A written request or payment from the Union Pool Bank shall be submitted by the Union District Vice President not less than seven (7) calendar days prior to the requested time off and shall be in increments of one (1) hour.

23.4 Contributions

Any member of the bargaining unit may voluntarily donate up to four hours annually of earned but unused vacation leave to the Union Pool Bank. Only one (1) donation per employee may be made each calendar year and must be made in writing and received by the Fire Chief between December 1 and December 15 of each year. The donation will be not less than one hour, nor more than four hours and shall be deducted on an hour for hour basis.

23.5 Maximum

The maximum pool bank shall be 120 hours. Any balance in the Union Pool Bank on December 31 of a year, will be carried forwarded and will reduce the amount that may be contributed for the next calendar year so that the total Union Pool Bank is never more than 120 hours.

23.6 Payments

Payments from the Union Pool Bank shall be paid in the priority order designated by the IAFF district Vice President. Payment from the Union Pool Bank shall cease when the bank balance is zero. Payments shall be in hours added to the union officer's vacation leave bank.

23.7 Time Off

Time off to engage in Union duties for Union officers shall be at the Chief's discretion.

23.8 Off Duty

Employee Union officers utilizing union pool time shall be off duty and shall not be eligible for workers compensation benefits in the case of injury while off duty.

23.9 Request for Payment

The district Vice President shall be the sole individual to request pool time for any employee union officer.

23.10 Waivers

Employees shall have no individual right to file a claim under this article 23, or otherwise, including in a court of competent jurisdiction, or under this contract, over a claimed violation, misapplication, or misinterpretation of this article. The Union agrees to hold harmless and defend the Town of Longboat Key, its employees, agents, elected officials and representatives involving any claim involving any claim of a violation of this article.

ARTICLE 24

DURATION

24.1 Agreement

This Agreement shall become effective upon ratification by the bargaining unit and the Town Commission and shall remain in full force and effect through September 30, 2024. The parties agree that the wage provisions are negotiated only for the term of this collective bargaining agreement and that there shall be no continued eligibility or right to wages set out herein or wage increases based upon employment anniversary dates, calendar or fiscal years occurring after this agreement expires. Employees have no expectation of any increase in their wages or benefits, including Step increases, after the date of the termination of this Agreement.

24.2 Negotiations

Negotiations for a successor agreement shall begin no earlier than March 15, 2024 and not later than June 15, 2024.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized Representatives on this 13 day of September, 2021.

For the SUNCOAST PROFESSIONAL
FIREFIGHTERS, LOCAL 2546 IAFF

By: [Signature]

DVP,
IAFF Local 2546

For the TOWN OF LONGBOAT KEY

By: [Signature]

Thomas A. Harmer
Town Manager

RATIFICATION

This Collective Bargaining Agreement was ratified by the members of the bargaining unit of the Suncoast Professional Firefighters, Local 2546 IAFF and the Town Commission of the Town of Longboat Key, Florida on the dates set forth below.

For the SUNCOAST PROFESSIONAL
FIREFIGHTERS, LOCAL 2546 IAFF

By: [Signature]

DVP
IAFF, Local 2546

For the TOWN OF LONGBOAT KEY

By: [Signature]

Thomas A. Harmer
Town Manager

By: [Signature]

President, IAFF, Local 2546

RATIFICATION

This Collective Bargaining Agreement was ratified by the members of the bargaining unit of the Suncoast Professional Firefighters, Local 2546 IAFF and the Town Commission of the Town of Longboat Key, Florida on the dates set forth below.

By the BARGAINING UNIT

By: [Signature]

DVP
IAFF Local 2546

Date: 9/23/2021

For the TOWN COMMISSION

By: [Signature]

Mayor

Date: 9/13/2021

ATTEST

By: [Signature]

Trish Shinkle, Town Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

By: [Signature]

Town Attorney

APPENDIX A

Grievance Form

Name: _____

Shift: _____

Immediate Supervisor: _____

1. Grievance No.: _____

2. Date of Incident Being Grievied: _____

3. I elect to proceed under (*choose one*):

☐

the contractual grievance procedure

☐

the Town Personnel Rules and Regulations grievance procedure

4. Contract Articles and Sections Claimed to Have Been Violated: _____

5. Statement of Facts Supporting Grievance: _____

(add a page if necessary)

6. List Supporting Witnesses: _____

7. Managers or Supervisors Involved: _____

8. Did you discuss this matter with your supervisor before you filed this grievance:

☐

Yes

☐

No

9. Relief Requested: _____

Signature

Date

cc: Chief
Administrative Services Director

Grievance No. _____

Response to Step 2

Date: _____

Response of Chief: _____

[illegible]

Signature/Title

Date _____

Grievance No. _____

Step 3: Appeal from Response of Chief to Town Manager

Reason (Explain the reason you disagree with the Chief's decision in Step 2: _____)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Signature/Title

Date _____

Grievance No. _____

Response to Step 3

Date: _____

Decision of Town Manager: _____

[illegible]

Signature/Title

Date _____

Step 4: Appeal to Arbitration

This is to notify the Town of Longboat Key that Grievance No. _____ is hereby
appealed to arbitration.

Signature/Title _____ Date _____

APPENDIX B - PAY PLANS

FF/PARAMEDIC (214)			
STEP	HOURLY	ANNUAL	
1	17.1200	49,853.44	
2	17.9760	52,346.11	5.0%
3	18.8748	54,963.42	5.0%
4	19.8185	57,711.59	5.0%
5	20.8095	60,597.17	5.0%
6	21.8499	63,627.03	5.0%
7	22.9424	66,808.38	5.0%
8	24.0896	70,148.80	5.0%
9	24.4509	71,201.03	1.5%
10	24.8177	72,269.05	1.5%
11	25.1899	73,353.09	1.5%
12	25.5678	74,453.39	1.5%

LIEUTENANT (215)			
STEP	HOURLY	ANNUAL	
1	24.5200	73,092.24	
2	25.5908	74,520.28	2.0%
3	26.0910	75,976.89	2.0%
4	26.6012	77,462.63	2.0%
5	27.1216	78,978.08	2.0%
6	27.6524	80,523.84	2.0%
7	28.1939	82,100.52	2.0%
8	28.7461	83,708.73	2.0%
9	29.3094	85,349.10	2.0%