



City of Lakeland Fire Department and  
International Association of Firefighters

Local 4173

Collective Bargaining Agreement for  
Firefighters, Driver Engineers and Lieutenants

Ending September 30, 2025



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## **ARTICLE 1. PURPOSE AND INTENT**

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

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

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

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

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

## **ARTICLE 2. ENTIRE AGREEMENT**

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

**Section 2.** Should the City exercise any management right, whether reserved to it by law or by this Agreement, the City shall notify the Union of its intended action and, upon timely request, will negotiate with the Union regarding of such action if the exercise of management rights involves wages, hours, terms or conditions of employment. In such cases, the City will engage in good faith negotiations with the Union prior to implementing its decision. In situations not involving wages, hours, or terms or conditions of employment, the City shall not be prohibited from implementing its decision immediately, provided that the City will engage in good faith bargaining regarding the identified impacts associated with the action.

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

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

## **ARTICLE 3. SEVERABILITY**

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

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

#### **ARTICLE 4. RECOGNITION**

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

**Section 2.** The Union is recognized as the sole and exclusive bargaining representative of: All full-time regular, certified employees of the City of Lakeland working only for the Lakeland Fire Department in the following job classifications in both certified bargaining units:

Rank & File - Included: Firefighter/EMT, Firefighter/Paramedic, Driver Engineer/EMT and Driver Engineer/Paramedic.

Rank & File - Excluded: all other employees of the City of Lakeland, and

Supervisory Included: Lieutenants

Supervisory – Excluded: all other employees of the City of Lakeland.

#### **ARTICLE 5. MANAGEMENT RIGHTS**



**Section 1.** Except as expressly limited by any provision of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, as existed prior to the time the IAFF became the bargaining representative of the bargaining unit employees of the Employer. The Employer's past or future failure to exercise any function or right hereby reserved to it, or its past or future exercising of any function or right in any particular way, shall not be deemed a waiver of its future right to exercise such function or right, nor preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

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

operational purposes; (n) [reserved] (o) to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract or subcontract existing and future work; (p) to make or change rules, policies and practices not in direct conflict with the provisions of this Agreement; (q) to introduce new, different or improved methods, means and processes of fire activity, transmission, maintenance, service and operation; (r) to make rules and regulations for the purpose of efficiencies, safe practices and discipline; (s) to determine the amount of overtime, if any, and assignment and requiring of overtime work, (t) to establish safety and security rules; (u) to introduce electronic processing equipment, data gathering equipment, or automated equipment, even though such equipment may displace bargaining unit employees; (v) to alter health plans, insurance carriers, policies, or administrators through which benefits may be provided; (w) to require employees to obey orders of supervisory personnel, whether or not such orders are considered by the employee to be in violation of the contract; (x) to correct safety hazards or unsafe working practices or conditions; and (y) to establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.

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

**Section 4.** In interpreting this Agreement there shall be a regard for the rights, responsibilities and prerogatives of management. This Agreement shall be construed so as not to restrict the rights, responsibilities and prerogatives of the City except as may be expressly provided in this Agreement or required by operation of law.

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

**Section 6.** If in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency provided that wage rates and monetary benefits shall not be suspended.

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

## **ARTICLE 6 - RULES AND REGULATIONS**

**Section 1.** Except as expressly prohibited or limited by a specific provision of this Agreement, the City and the Department shall retain the right to formulate, amend, revise, and/or implement rules, regulations, policies, procedures, and operating bulletins dealing with Departmental operations.

**Section 2.** The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City and the Fire Department and any amendments thereto.

**Section 3.** Should the City and/or the Department exercise its right(s) under Section 1 above, the City or the Department shall provide a copy of any new (or amended) rule, regulation, policy, procedure, or operating bulletin to the Union at least twenty-one (21) calendar days prior to implementation. During the twenty-one (21) day period prior to implementation, the Union may request impact bargaining over the implementation and/or revision of the new rule, regulation, policy, procedure, or operating bulletin. Any request for impact bargaining and the impact bargaining obligation/process shall be in accordance with the Florida Public Employees Relations Act. For the purpose of this Article, hand-delivery, mailing or e-mailing to the President, Vice President, Secretary or Treasurer of Local 4173 shall be deemed service upon the Union.

**Section 4.** Sections 1, 2 and 3 above shall not restrict the Union from requesting bargaining during the twenty-one (21) day period over the decision to implement any new rule, regulation, policy, procedure, or established past practice, or any revision to an existing rule, regulation, policy, procedure, or operating bulletin where such directly changes wages, hours, or a term or condition of employment as defined by the Florida Public Employees Relations Act and applicable case law. Upon receipt of a such a request to bargain about a proposed modification of wages, hours or conditions of employment, the City agrees to maintain the status quo and withhold implementation of the proposed modification until the bargaining process required under the Florida Public Employees Relations Act has been completed.

## **ARTICLE 7. NO DISCRIMINATION**

With respect to IAFF membership or activities, both parties will respect the rights of the employees, meaning that the unit employees are free to join the IAFF and participate in its activities if they want to, and they are also free as individuals to reject IAFF membership and to refuse to support the IAFF or pay dues to it, without being subjected to any kind of harassment or retaliation. Both parties agree not to unlawfully discriminate against any employee on the basis of any protected class under federal or state law.

## **ARTICLE 8. IAFF REPRESENTATIVES WITHIN THE LAKELAND FIRE DEPARTMENT**

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

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

**Section 3.** Starting from the Effective Date of this Agreement, up to six (6) hours of annual leave per fiscal year may be transferred as deemed necessary by the Union from each IAFF member's annual leave balance at each IAFF member's rate of pay to the IAFF leave bank. Leave taken pursuant to this Article must be taken from the IAFF leave bank at each IAFF Representative's rate of pay. Any currency balance remaining in the IAFF leave bank at the end of the fiscal year shall be transferred to the IAFF leave bank for the following fiscal year. Union leave shall be treated as vacation leave and shall not have a negative effect on the member's FLSA overtime pay.

## **ARTICLE 9. COMBINED LABOR MANAGEMENT COMMITTEE**

### **Section 1. Committee Members.**

- A. The IAFF and the City of Lakeland recognize the importance of good labor management relations. The IAFF and the Fire Department shall maintain a joint management committee consisting of no more than six (6) members; no more than two (2) of whom shall be appointed by the Fire Chief; and no more than four (4) of whom shall be appointed by the IAFF.
- B. The position of chairperson shall rotate between the IAFF and the City for each meeting.
- C. A Human Resource representative will attend all meetings.

### **Section 2. Committee Purpose.**

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

- C. The committee shall not engage in collective bargaining, have the authority to enter into agreement on matters related to wages, hours, or terms and conditions of employment, or be used in resolution of grievances.

**Section 3. Meetings.**

- A. The committee shall meet at least twice per year, and more often, if both the IAFF and the City agree. The meeting shall be held upon ten (10) calendar days' notice by the chairperson. The meeting requires a quorum of at least three (3) IAFF committee members to commence.
- B. The meeting may be deemed waived if both parties agree not to meet, or if no notice of meeting is given.
- C. All other meetings shall be scheduled by mutual agreement of the parties.
- D. Meetings shall be scheduled during regular business hours if possible and at an agreeable time. If an employee is on duty while attending the meeting, the employee's pay status will not be affected because of attendance at the meeting.
- E. Attendance at the meeting by bargaining unit members outside of their regular working hours shall not be deemed as time worked, nor be compensable.
- F. A City representative who is not in the bargaining unit shall document all meetings. Within seven (7) calendar days, following the meeting, unless an extension of time is requested, the City representative will submit the meeting notes electronically to the IAFF representatives who were in attendance and the Fire Department will post the notes on its intranet site in a manner that is accessible to all bargaining unit employees.

**ARTICLE 10. DISCIPLINARY ACTIONS AND DISCHARGE**

The Employer may take disciplinary action up to and including discharge for just cause, including, but not limited to violations of the Fire Department Policy and Procedure Manual and the City of

Lakeland Personnel Policies and Procedures Manual. Each employee shall have the option of utilizing the Grievance and Arbitration Procedures in this Agreement only.

## **ARTICLE 10A FIREFIGHTER ARRESTS**

The following sets the procedures to handle Firefighters (FF) arrested for off-duty misconduct, have information filed by a prosecuting official against them for an offense or violation of law, and/or indicted by a Grand Jury.

Following notification by the FF to the Lakeland Fire Department (LFD) leadership staff in compliance with the City's Duty to Notify Policy, the FF will be immediately placed on Paid Administrative Leave not to exceed the firefighter's next two (2) scheduled shifts.

- This administrative stand-down period will provide time to gather the facts related to the arrest, indictment and/or prosecutorial matter(s). The City will use this time to make an initial assessment of the circumstances regarding the arrest, the FF's conduct on or off the job which may affect his/her reputation and relationship to the job, City policies violated, and negative impact to goodwill in the community.
- The FF and the IAFF will use this time to gather facts supporting the FF's ability to return to work and to provide relevant information which may not be known.

At the conclusion of the two (2) shifts of Paid Administrative Leave, LFD, Human Resources (HR), and City Manager's Office if applicable, will convene a meeting with the FF/IAFF (if requested by FF), to discuss information uncovered in the discovery part of the process. The FF may attend the meeting, if available.

This meeting will provide the IAFF and the FF with an opportunity to present facts and/or documentation which justifies a return to work at that time.

If in the opinion of LFD Leadership and/or City Management, the FF should not return to work as the charges have yet to be resolved, the FF will be placed on Unpaid Administrative Leave pending the outcome of his/her legal issues. During this time, the FF will be eligible to use any accrued Annual Leave, Compensatory time, and/or saved holiday time to cover the missed scheduled shifts provided he/she notify the supervisor, or HR before the Payroll deadline. The FF will not be eligible for FLSA Overtime.



HR and/or LFD leadership must be able to reach the FF by phone once released. The FF must be available to come-in to LFD when requested to do so if permitted under the conditions of release. As a public employee, the FF is held to the same standards and off-duty conduct as if working.

The FF is required to check-in and provide updates after thirty (30) calendar days, or prior to accrued time ending, whichever comes first. Additional check-ins will occur every thirty (30) calendar days while the FF is on unpaid leave status. These check-ins will allow for an evaluation of the facts, introduction of new evidence to consider, and discussion on whether the employee may return to the workforce or whether employment cannot be continued.

Due to the nature of the Criminal Justice System, it may take a long time before a case is brought to final disposition. Each situation will be evaluated on a case-by-case basis and each recommendation will be done with careful attention to the best interests of the City and the employee. The City retains the right to terminate employment for just cause at any time throughout this process.

When the employee is on Unpaid Administrative Leave, he/she will no longer accrue leave time, so health benefit premiums are not covered and will involve the full premium (Employee and Employer portion). The employee must contact Benefits at (863) 834 — 6736 to discuss payment options and continuation of health coverage.

#### **ARTICLE 11. HUMAN RESOURCES FILES**

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

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

document requiring an employee's signature will be placed in the employee's official Human Resources file as soon as practicable.

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

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

## **ARTICLE 12. RESIDENCY REQUIREMENT**

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

## **ARTICLE 13. FIRE DEPARTMENT ACCESS**

IAFF/FPF representatives who are not employees of the Employer may be permitted access to the Fire Department for the purpose of administering this agreement and/or under the provisions of the Firefighters' Bill of Rights, and to the public areas of the Fire Department. No such access shall be used for organizational purposes, and no such access shall be permitted to interfere with performance of work. Access to restricted areas may be given upon reasonable advance notice to

the Fire Chief or designee, provided that the IAFF/FPF representative must be accompanied by an escort assigned by the Fire Chief or designee. Except as provided in this Article, no access shall be given to the IAFF/FPF representative without the express written consent of the Fire Chief or designee.

#### **ARTICLE 14. RIGHTS OF OFF DUTY UNION REPRESENTATIVES**

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

#### **ARTICLE 15. DRIVER BID**

**Section 1.** Driver/Engineers / EMT'S and Driver/Engineer Paramedics may bid for Driver positions on engines, tower truck/heavy rescue aerials, and rescues that become open through promotions, retirements, etc. Assignment to an engine, ladder truck, heavy rescue, or rescue as the result of a bid does not preclude or prevent a Driver/Engineer / EMT or Driver/Engineer Paramedics reassignment to another vehicle. Lakeland Fire Department has sole discretion to temporarily or permanently change Driver assignments for any length of time in order to maintain appropriate service levels. The position may be available on the shift that the opening occurs. Seniority and satisfactory performance as defined by the COL Performance Review system will be the factor used when determining bid eligibility for an open Driver position. Seniority will be figured from the date of promotion to Driver/Engineer. In case of multiple same day promotions, bidding positions among new Drivers will be determined by fulltime firefighter hire date. In the case of multiple, same-day hires, bidding position will be determined by employment interview scores.

**Section 2.** Any Driver wishing to bid on an open position will be required to submit his/her bid on a bid request form to the Battalion Chief once the position is officially open. Truck bids will be conducted over a 72-hour period unless three (3) or more apparatus are open for bid. In that event,

a one-day bid may be utilized to fill the positions. Each bid will include a 15-minute window in which Driver's may place their bids.

**Section 3.** The bidding Driver realizes that the opening may be on a different shift and different station, therefore requiring a shift and station change. This change will be done at the discretion of management and may not be in accordance with the bidder's pay cycle.

**Section 4.** Driver Engineers must possess and maintain TRT/USAR certification prior to bidding and for the duration of occupying a driver position on Truck 73 or Tower 15. (Certified in accordance with minimum operations level requirements of NFPA 1670/1006 in the following disciplines):

- Rope Rescue Operations
- Confined Space Rescue Operation
- Trench Rescue Operations
- Vehicle/Machinery Rescue Operations
- Structural Collapse Rescue Operations
- Driver Engineers must possess and maintain ARFF Certification prior to bidding and for the duration of occupying a driver position on ARFF 1, ARFF 2, Engine 71 or Truck 73.

**Section 5.** Management reserves sole discretion to transfer any Driver on an "as needed" basis in order to maintain the overall quality of the operation of the Lakeland Fire Department.

## **ARTICLE 16. DUES CHECK-OFF**

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

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

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

**Section 4.** The Employer shall not be required to collect LPF dues in arrears. Any change in dues made by the LPF will be made effective after a thirty (30) day written notice by the LPF's Secretary/Treasurer or designee to the Employer.

## **ARTICLE 17. BULLETIN BOARD & DISPLAY CABINET**

**Section 1.** The union may furnish and maintain one Bulletin Board for all bargaining units to be mounted at each Fire Station for the purpose of posting official union notices. The Bulletin Boards are to be "glass" enclosed and lockable. A key for each Bulletin Board should be given to the Fire Chief, or his designee. Copies of union notices should be submitted to the Fire Chief, or his designee, for approval (which shall be determined within 48 hours), and approval will not be withheld if the bulletin concerns official, local union business, such as: Notices of union elections, appointments and results of union elections, notices of union meetings, or other notices concerning union affairs which are not political or controversial in nature. All notices posted shall be signed by a designated Lakeland Fire Department IAFF representative or their alternate as described in Article 8 IAFF REPRESENTATIVES WITHIN THE LAKELAND FIRE DEPARTMENT. The cost of notices and the Bulletin Board shall be borne by the union, except that the City will have City personnel mount the boards in a location approved by the Fire Chief or his Designee.

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

## **ARTICLE 18. GRIEVANCE PROCEDURE**

**Section 1.** A grievance is defined as an allegation made during the term of this Agreement that the Employer has violated a specific Article and Section of this Agreement, which includes all mandatory subjects of bargaining contained within the Lakeland Fire Department rules and regulations (Policies and Procedures Manual) and the City of Lakeland Employee Handbook. An action or inaction alleged to be a violation of the Agreement may be grieved on behalf of any and all bargaining unit members that have or may be affected by the action or inaction. Employees who are not members of the IAFF may utilize the Grievance Procedure established by this Article, but the Union is in no way responsible for nonmembers' utilization of this Article.

**Section 2.** Under no circumstances shall there be a suspension or slowdown of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of each succeeding level of supervision. Where a single alleged contract violation impacts multiple employees, either party may file a “class” grievance on behalf of all affected employees, as long as the “class” grievance specifically defines the alleged class of affected employees. Class grievances will be initially introduced at the appropriate step as specified in Step 1 below. No grievance shall be considered unless it is processed in complete accordance with the following Steps. Grievances not timely submitted, or which do not contain the required information and signatures shall be null and void.

**Step 1** - There shall be a discussion between the employee and his/her shift officer (Lieutenant) concerning the specific Article and section of the Agreement alleged to have been violated within

fifteen (15) calendar days of the alleged violation. The employee shall submit a grievance form which has been mutually agreed upon by both parties. The grievance form shall specify the particular Article and Section of the Agreement alleged to have been violated, shall contain a complete and detailed statement of the facts upon which the grievance is based, including the date of occurrence, shall specify the proposed remedy, shall be signed and dated by the bargaining unit employee(s), and by an IAFF officer alleging the violation. If possible, the grievance should be resolved at this level. Upon receipt of the grievance, the Lieutenant, or his/her designee, shall record the date and time the grievance was received, shall investigate the grievance, and provide a written proposal for resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the date that the grievance was received. Grievances resulting from an action or inaction of the Battalion Chief and beyond the authority of the shift officer (Lieutenant) to resolve shall skip Step 1 and go directly to Step 2. Grievances resulting from an action or inaction of an Assistant Chief or the Chief of the Fire Department and beyond the authority of the shift officer (Lieutenant) or Battalion Chief to resolve shall skip Steps 1 and 2 and go directly to Step 3.

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

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

**Step 4** - If the grievance is not resolved to the satisfaction of the IAFF in Step 3, the IAFF shall, within ten (10) calendar days of the day of the decision by the Chief, or his designee, was received,

request in writing the City Manager or designee to review the circumstances, facts and Step 1, Step 2, and Step 3 decisions. The review shall be done within fourteen (14) calendar days of the day the City Manager receives the IAFF's request for review and may include meetings with the IAFF, aggrieved employee, witnesses, and others as deemed appropriate by the City Manager or designee. Within twenty-one (21) calendar days of the day the grievance was submitted to the City Manager or designee, the City Manager or designee will provide the IAFF with the City's final written decision.

**Section 3. Submission to Arbitration.** In the event any grievance which has been timely brought during the term of this Agreement under Section 4 of this Article cannot be satisfactorily adjusted in accordance with Section 2 of this article, either the IAFF or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved regional arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within forty-five (45) calendar days of receipt by the IAFF of the decision in Step 4, or the right to pursue arbitration shall have been waived.

**Section 4.** The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced to writing in the manner specified, timely filed and pursued at each Step of the grievance procedure, and timely submitted to arbitration. Failure to initiate a grievance or appeal within the time limits in Sections 2 and 3, above, shall be deemed to be acceptance of the decision at that Step. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next Step of the grievance procedure. Time limits may not be extended except by written mutual agreement signed by representatives of both parties. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a waiver of any issue as to arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by a virtual meeting before an arbitrator mutually agreed upon by the parties or selected through FMCS specifically for the purpose of deciding the



arbitrability issue. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, a different arbitrator will be selected to decide the substantive issue(s) in accordance with the provisions of this Article and Article 19. In order to avoid delay, the party seeking arbitration may request an FMCS panel prior to a decision on the arbitrability issue.

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

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

ARTICLE 18. INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 4173

and

CITY OF LAKELAND FIRE DEPARTMENT

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

Date filed: (To be completed by appropriate supervisor): \_\_\_\_\_

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

\_\_\_\_\_

Employer Representative(s) in Violation: \_\_\_\_\_

Witnesses Name(s): \_\_\_\_\_

Department: \_\_\_\_\_

Name of Authorized Union Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Description of grievance. (Who, What, When, Where, Why?) Including all applicable Article(s)  
and Section(s) of the agreement violated (attach additional pages as needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested (attach additional pages as needed): \_\_\_\_\_

\_\_\_\_\_

Filed by Employee or Union Representative on behalf of Local or employee (signature(s)): \_\_\_\_\_

\_\_\_\_\_

DISPOSITION OF CASE: (attach additional pages as needed):

Step 1 - Shift Officer (Lieutenant) Name: \_\_\_\_\_ Date \_\_\_\_\_

Answer or Disposition: \_\_\_\_\_

AFF Representative Name: \_\_\_\_\_ Received Date: \_\_\_\_\_

Step 2 - Battalion Chief Name: \_\_\_\_\_ Date: \_\_\_\_\_

Answer or Disposition: \_\_\_\_\_

AFF Representative Name: \_\_\_\_\_ Received Date: \_\_\_\_\_

Step 3 - Fire Chief or designee: \_\_\_\_\_ Date: \_\_\_\_\_

Answer or Disposition: \_\_\_\_\_

11AFF Representative Name: \_\_\_\_\_ Received Date: \_\_\_\_\_

Step 4 - City Manager or designee: \_\_\_\_\_ Date: \_\_\_\_\_

Answer or Disposition: \_\_\_\_\_

11AFF Representative Name: \_\_\_\_\_ Received Date: \_\_\_\_\_

FINAL DISPOSITION (resolved, submitted to Arbitration, not pursued-lacks merit, etc.): \_\_\_\_\_

\_\_\_\_\_

For the Employer: \_\_\_\_\_ For the Union: \_\_\_\_\_

## **ARTICLE 19. ARBITRATION**

**Section 1.** For grievances filed by or on behalf of dues-paying members of the Union, the Union reserves the exclusive right to determine which, if any, grievances are forwarded to arbitration.

**Section 2.** Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the party requesting arbitration shall make the first strike from the list of arbitrators. The other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

**Section 3.** After receipt of the first panel, either party may reject one (1) complete panel and may request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with section 2. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

**Section 4.** The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Article 18, Section 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld. Employees who voluntarily attend arbitration shall not be engaged in compensable work time.

**Section 5.** Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific items of this Agreement (as defined in Article 18, Section 1) and to a determination of whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The burden of proof in contract interpretation matters shall be the “preponderance of the evidence: which the “just cause” standard shall be followed in disciplinary matters. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

**Section 6.** Grievances may be filed and processed until a new collective bargaining agreement is reached.

**Section 7.** Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties. The fees and costs of the arbitrator shall be borne by the non-prevailing party. Any party requesting a transcript will bear its cost, unless otherwise agreed.

**Section 8.** The arbitrator shall have no authority, to assess any compensatory or punitive damages, to impose as a remedy any back pay to any employees or individuals who are not grievants, nor to limit or interfere in any way with the powers, duties, and responsibilities of the Employer except as such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers compensation benefits (except medical), any and all earnings which were or should have been earned by the grievant (i.e., the grievant has a duty to mitigate or minimize the damages and the Employer is not responsible for lost earnings to the extent that such loss could have been avoided had the grievant used reasonable care in seeking other employment to avoid or minimize the injury), and any other compensation from other sources during any period of unemployment for which back pay is awarded.

## **ARTICLE 20. EXCHANGE OF DUTY**

### **Section 1. Exchange of duty privileges.**

A. Exchange of duty shall be limited to a maximum of seventy-two (72) hours a month. Exchange is defined as an hour for hour exchange and may not be purchased.

1. Exchange of duty time shall be recorded, and balances shall be carried forward from year to year. No bargaining unit employee shall owe more than 360 total hours of exchange time. Once an employee reaches the 360-hour limit, no use of exchange of duty shall be permitted until the employee has a balance that is below 360 hours of owed exchange time. It will be the employee's responsibility to manage and track his or her exchange of duty balances. Exceptions may be granted on a case by case basis for extenuating circumstances only through the approval of the Fire Chief or their designee.

2. Once an exchange of duty is agreed upon by the employee being relieved, and the relieving employee, it shall be the responsibility of both parties to confirm the exchange with the approving supervisor. Appropriate forms for the exchange of duty must be submitted and approved prior to the beginning of the shift in which the exchange is to occur. In the event that an employee requires an exchange of duty on short notice, the supervisor receiving the exchanged employee may approve the exchange upon verbal consent from the relieved employee. The approving supervisor will enter "Verbal Consent by Employee", along with the relieved employee name on the exchange form, prior to signing and processing the form.

3. The relieving employee scheduled to work shall be deemed absent without leave in the event he/she fails to report for duty, unless advance notification at least one hour before the shift is given. An exception may be granted in the event of a significant personal emergency which results in inability to communicate. Under the City of Lakeland Policy Manual, failure to report for a stand by (exchange) is a Group I offense. Corrective disciplinary action will be imposed. In no case will less than an oral warning be issued.

4. In the event the relieving employee does not report for duty and the relieved employee is unavailable, the relieved employee will be charged the missed work time and may use his/her paid vacation, compensatory time, or deferred holiday time.

5. Loss of exchange of duty privileges will be implemented for the failure of the relieving employee to report for duty. A first offense will result in a loss of privileges for three (3) months. A second offense occurring within one (1) year of the first offense will result in a loss of privileges for an additional six (6) months.

6. If an exchange of duty occurs on a holiday, the employee scheduled to work will be paid all higher holiday pay as though he/she actually worked the holiday.

**Section 2.** Exchanges may be made between positions as follows: Firefighter for Firefighter or Firefighter/Paramedic, Firefighter/Paramedic for Firefighter or Firefighter/Paramedic, step up Driver/Engineer for Driver/Engineer or Driver/Engineer Paramedic, Driver Engineer or Driver

Engineer Paramedic for step-up Driver Engineer or Driver Engineer/Paramedic, Lieutenant/EMT for Lieutenant/EMT or Lieutenant/Paramedic, Lieutenant/Paramedic for Lieutenant/EMT or Lieutenant/Paramedic. The relieving employee's Driver or step-up Lieutenant qualifications must meet or exceed that of the relieved employee.

**Section 3.** Any exchange of duty which creates additional overtime pay, step-up pay, increases benefit costs, incentives, or accruals, conflicts with City of Lakeland policy, or has an impact on scheduled training, pre-fire planning, or negatively impacts the overall operation of the shift may be denied by the Lieutenant or Battalion Chief whose shift is affected.

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

## **ARTICLE 21. LAYOFF AND RECALL**

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

**Section 2. Order of Layoff.**

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

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

1. More seniority than the employee to be bumped;
2. Is qualified for the position;

3. The employee moving to a lower classification must have previously served in the lower position;
4. Is capable of performing the duties of the lower classification.

A bumped employee can also exercise the same bumping privilege into a lower classification.

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

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

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

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



employee's expense for the period of time the employee remains on the re-employment list or in accordance with the law, whichever is longer.

**Section 7. Recall Procedures.** The City shall notify employees to be recalled by United States First Class mail. All employees on layoff shall have the obligation of providing the City with their correct mailing address where such notice shall be mailed. An employee who changes his/her address shall notify the City within ten (10) days. A recalled employee shall immediately inform the City of his/her intent to accept or reject the recall offer. If the recalled employee does not respond to the recall offer within ten (10) calendar days after the date the certified notice from the city was signed for; or the employee fails to sign for the Certified mail, or the employee notified the City of acceptance of recall but fails to report at the specified time, or the employee accepts or rejects any employment with the City, or the employee has been on layoff for a period of eighteen (18) months, the employee's name shall be removed from the re-employment list.

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

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

## **ARTICLE 22. EDUCATION**

**Section 1. Educational Assistance.** It is the policy of the City to make opportunities available to employees for training, career development and advancement consistent with individual ability, performance and the requirements of the City. Regular full-time employees who have completed six (6) months of continuous service with the City and new hires (with supervisor approval) who at the time of hire are currently enrolled in a course that is eligible for reimbursement under the City's Educational Assistance Policy are eligible to apply for tuition reimbursement in accordance with the following: Eligible courses must be offered by an accredited college, university,

vocational school or correspondence school, or courses approved by Fire Administration. Reimbursement will be limited to no more than \$2,500.00 per fiscal year for any individual employee; however, should during the term of this agreement, the tuition reimbursement be increased for general employees, bargaining unit employees will also receive this increase. Tuition reimbursement shall be based on the following criteria:

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

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

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

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

Once the initial and alternate vacation selections of vacation are completed, vacant "slots" are available for Education Time on a first come first serve basis. No employee shall take or schedule Education Time that has not been earned. Further, no more than two (2) blocks of Education Time may be scheduled at any one time as long as a "slot" is available. Education Time off will be

scheduled sixty (60) hours prior to date of use. Shift personnel are permitted to take Education Time in increments of (4) hours or more in whole hours only as long as a "slot" is available. A 2-hour block of Education Time may be granted if shift personnel have a registered class meeting Article 22 immediately following their shift. Then Education Time can be used only in a two (2) hour block from 0600 hours to 0800 hours for travel time. Courses within the sixty (60) mile residency radius will be allowed to add a maximum of three (3) hours travel time per day. Courses outside the sixty (60) mile radius requiring an overnight stay will qualify as Education Time off. Eligible courses must be offered by an accredited college, university, vocational school or correspondence school, or courses approved by Fire Administration.

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

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

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

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

### **ARTICLE 23. MILEAGE ALLOWANCE**

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

If an employee reports to his/her regular duty station and is requested by management to drive to another station before his/her scheduled start time, then the travel time shall be recorded and paid regular work time. It is the employee's responsibility to complete and submit the appropriate paperwork concurrently to the Fire Department to receive this payment bi-weekly. Travel between home and work, and from work to home, from any station is not compensable.

## **ARTICLE 24. OBSERVATION OF HOLIDAYS**

**Section 1.** Bargaining unit employees, who are required to work on an observed holiday as part of their normal scheduled work time, shall be paid at one and one-half times the regular hourly rate for time worked. For shift employees, the actual day of the holiday, such as Christmas, December 25, shall be the day for which overtime will be paid for those who qualify and work on that day. Finance Department payroll policies apply on payments for holiday hours and leave time.

The observed holidays are as follows:

Dr. Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.

Should the City decide to add an observed holiday during the course of this agreement, the provisions of Sections 1 and 3 of this Article shall also apply to that holiday.

Each bargaining unit member shall receive 12 hours of pay at their regular hourly rate for each, or receive 12 hours of deferred holiday per holiday.

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

the employee within the calendar year the time is accrued. If the employee is designated a rehire within the same calendar year, he or she shall be eligible for only (1) floating holiday that particular year as administered in this section.

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

### **ARTICLE 25. DEFERRED HOLIDAY TIME-OFF POLICY**

All observed holidays (except Floating Holiday) as defined in Article 24 may be deferred to be taken at a later date at the discretion of department management and in accordance with the following:

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

or

b) The final regular rate received whichever is higher.

6. At the end of the fiscal year, bargaining unit members will have the option of:

a) Being paid at the employee's current hourly rate for all unused deferred holiday;

or

b) Being paid at the employee's current hourly rate for all remaining hours of deferred holiday after rolling a maximum of forty-eight (48) hours over to an "Educational Leave Bank," to be utilized for education (as described in paragraph 4 of this Article). At no time may an employee have a balance of more than forty-eight (48) unused hours of Educational Leave time on the records of the City's payroll system. At the end of every fiscal year, the member shall have the option of being paid for any hours in their Educational Leave Bank at their current rate of pay. Upon separation of employment the member shall be paid for any hours in their Educational Leave Bank at the current rate of pay.

## **ARTICLE 26. VACATION & COMPENSATORY TIME**

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

1. A vacation day consists of a 24-hour shift. Shift personnel must take vacation in 12-hour increments, 0800 to 2000 or 2000 to 0800, up to the amount earned.

2. Shift personnel with up to five (5) years of service accrue six (6) vacation days annually. Between five (5) and fifteen (15) years of service, seven and a half (7.5) vacation days. Those with greater than fifteen (15) years of service accrue ten (10) vacation days annually.
3. Employees hired after January 1, 1989, may take vacation in the month earned in accordance with the City of Lakeland Personnel Policy and Procedure Manual in effect as of the ratification of this agreement. Employees can carry no more than ten (10) vacation days into the next calendar year.
4. There are seven (7) slots per twenty-four (24) hour shift for personnel to take excused leave. Because all personnel accrue annual leave, vacation has priority over other excused leave during the initial vacation selection.
6. Initial vacation selections are done by seniority on each shift at the Lakeland Fire Department, excluding the Battalion Chief position and Rescue Captain.
7. Initial vacation selections will be chosen no later than January 20th of the calendar year, and the vacation period will run to February 1st of the next calendar year.
8. A pick can be for twelve (12) or twenty-four (24) hour increments (0800-2000, 2000-0800, 0800-0800). Multiple shifts chosen during one pick must be taken consecutively. Two (2) consecutive half shifts will only be permitted as one if the pick is a consecutive PM to AM slot.
9. The initial vacation selection will be considered closed when all personnel have exhausted their choices of accrued vacation.
10. Only one (1) alternate slot will be available for any shift that is full. Personnel may elect to use a "pick" when it is their turn to select an alternate slot for a day that is full. Choosing an alternate slot will follow the same guidelines as choosing a regular slot.
11. When an employee transfers to a different shift, all of the vacation days that he/she has scheduled in the vacation book at the time of the transfer shall be transferred to the corresponding/contiguous dates on the new shift.
12. It shall be the responsibility of the transferred employee to notify his newly assigned Lieutenant (or Battalion Chief if a Lieutenant is not assigned) of his or her old shift's vacation picks and to have them transferred over to the new shift's electronic vacation log within two (2)

weeks of the transfer. The newly assigned Lieutenant will be responsible for removing the employee's vacation picks from the old shift's electronic vacation log and for adding them to the new shift's vacation log within two (2) weeks of receiving the newly assigned employee.

13. Failure to transfer these vacation picks to the new shift's electronic vacation log within two (2) weeks of the employee being transferred will result in a forfeiture of those dates.

14. If the seven (7) vacation slots are not full at the time of the transfer, the transferred employee's vacation days will be placed into one of the vacancies and will count towards the seven (7) total slots available.

15. If the seven (7) vacation slots are full at the time of the transfer and there is no alternate, the transferred employee's vacation days will be placed into the new shift's vacation schedule as the alternate. If at any time any of the original seven (7) employees cancel their vacation day, the transferred employee would be moved into the seventh (7th) vacation slot.

16. If there is already an alternate, the newly transferred employee's vacation days will be placed into the schedule as the second (2nd) alternate. This is the only situation where more than one (1) alternate will be allowed. If any of the original seven (7) vacation selections are cancelled the first (1st) alternate will be moved into the seventh (7th) vacation slot and the transferred employee will become the first (1st) alternate.

17. In the unlikely event that more than one person is transferred to a new shift with vacation picks that fall on a high demand day, their picks will also be added to the new shift's electronic vacation log as (second (2nd) alternate, third (3rd) alternate, etc.) and their dates would also be honored as long as the procedures outlined in this policy are followed.

18. The transferred employee's vacation days that are scheduled in the vacation log at the time of transfer will be honored even if the seven (7) slots for the newly assigned shift are full.

19. Once the initial and alternate vacation selections are completed, vacant slots are available for floating holidays, and any other excused leave on a first come, first serve basis.

20. No eligible employee shall take or schedule compensatory time that has not been earned.



21. Secondary vacation picks by shift personnel must be requested through an approved supervisor by 0700 prior to the beginning of the shift in which the time is to be used. Any deviation from this policy requires the approval of the Battalion Chief or his/her designee.

22. Shift personnel requesting changes or cancellation of excused leave on non-high demand days shall notify the Battalion Chief or his/her designee by 0700 hours prior to the start of the shift. No cancellations will be permitted if the seven (7) slots for the shift are filled (high demand day) with less than 60 hours' notice. However, if there is an alternate for the shift in question, the request may be granted by the Battalion Chief/designee if notification is given no later than 0700 before the start of that shift.

23. In minimum staffing situations, any excused leave that is not scheduled by 0700 prior to the start of the shift will be denied.

24. Military leave shall be scheduled in compliance with Uniformed Services Employment and Reemployment Rights Act (USERRA) or Florida law, whichever is more generous.

25. Union bank leave shall be used in increments of two (2) hours or greater and in accordance with the vacation and compensatory time policies in effect as of the ratification of this agreement. No more than three (3) IAFF representatives shall be allowed time off from work on union bank leave at any given time.

**Section 2.** Vacation slots available to members shall be maintained at a ratio of one (1) vacation slot per every seven (7) line shift personnel per shift covered under this collective bargaining agreement. As of the date on which a Kelly Day is implemented, employees on a Kelly Day shall be excluded from the number of line shift personnel per shift in applying this ratio.

## **ARTICLE 27. COMPENSATORY TIME-OFF POLICY**

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

1. Compensatory time is earned at a rate of one and one-half hours for each hour of overtime worked.

2. Once the initial and alternate vacation selections are completed, vacant slots are available for compensation time, deferred and floating holidays, and any other excused leave on a first come, first serve basis.
3. No employee shall take or schedule compensation time that has not been earned. Further, no more than two blocks of compensation time may be scheduled at any one time.
4. Compensatory time shall be used in increments of not less than six (6) hour blocks. Needs greater than six (6) hours can be issued in whole hour increments. Bargaining unit employees will be permitted to take compensatory time in increments of four (4) hours or more solely for education as described in Article 22. A two (2) hour block of compensatory time may be granted for approved education if shift bargaining unit employees have a registered class meeting the requirements of Article 22 immediately following their shift. This two (2) hour block of compensatory time can be used only from 0600 hours to 0800 hours for travel time.
5. Upon termination of employment, an employee who has accrued compensatory time under this policy shall be paid for the unused compensatory time.
  - a) The average regular rate received during the last three (3) years of employment: or
  - b) The final regular rate received whichever is higher.
6. Any unused compensatory time balance may be carried forward from year to year. However, at no time prior to September 30, 2023 may an employee have a balance of more than one hundred (100) unused hours of compensatory time on the records of the City's payroll system. Effective upon implementation of the 52 hour work week schedule on or prior to September 30, 2023, the City will pay out accrued compensatory time over sixty (60) hours to each bargaining unit employee who has an accrual of compensatory time over sixty (60) hours, based upon the employee's hourly rate in effect as of September 30, 2023. At no time from the implementation of the 52 hour work schedule to the October 2024 implementation of the 48 hour work schedule, may an employee have a balance of more than sixty (60) unused hours of compensatory time on the records of the City's payroll system. Effective upon implementation of the 48 hour work week schedule in October 2024, the City will pay out accrued compensatory time to each bargaining unit employee who has an accrual of compensatory time, based upon the employee's hourly rate in effect as of September 30, 2024. Prior to the pay out of accrued compensatory time, each

employee will be provided the opportunity to sign a form moving up to 60 hours of accrued compensatory time into a "frozen" compensatory time bank. Once hours are moved to the "frozen" compensatory time bank, those hours will not be available to the employee for use as paid leave under any circumstances. Upon termination of employment, an employee who has accrued compensatory time shall be paid for up to sixty (60) hours of unused compensatory time that will be included in their retirement calculation. Any remaining unused compensatory time exceeding sixty (60) hours may be taken prior to the last day of employment or be paid to the employee. Compensatory leave exceeding sixty (60) hours will not be included in the retirement calculation.

### **ARTICLE 28. MANDATORY OVERTIME POLICY**

Minimum staffing requirements will be maintained at all times for fire and rescue apparatus. Firefighters will remain in their assigned position on an apparatus until relieved by on-coming shift or overtime personnel. Mandatory overtime will be established to keep minimum staffing if volunteer overtime fails to fill open positions. A mandatory overtime list will be established for each shift by seniority. Mandatory overtime will be filled from the list beginning with the least senior employee. An employee shall not be eligible for mandatory overtime if they have approved leave prescheduled for the following shift beginning at 0800 hours. In addition, should the employee be off for at least the last two (2) hours of their work shift on approved leave, they are ineligible for mandatory overtime for the following day (24 hours). Additionally, if an employee has prescheduled overtime assignment with the Fire Department, they will not be eligible to work mandatory overtime for that day (24 hours). Employees that have exceeded the established annual cap are also ineligible for mandatory overtime. Once an employee works two (2) or more consecutive hours of mandatory overtime, that employee will go to the end of the mandatory overtime list for his/her assigned shift. Exchange of duty privileges will be allowed for any person working mandatory overtime provided they meet the requirements established in the exchange of duty policy.

## ARTICLE 29. PAY AND BENEFITS

### Section 1

- FY 2022-2023:
  - Firefighters – 10% Pay Increase
  - Driver Engineers – 7% Pay Increase
  - Lieutenants – 7.5% Pay Increase
  - 0% ATB
  - 2.5% Merit Increase for eligible employees
  - Hire and train additional 12 Firefighters during FY 23 for implementation of a 3-week, 12-hour Kelly Day beginning no later than September 30, 2023.
  - Eliminate Step 1 for Firefighter EMT's and Paramedics
  - Eliminate Steps 1&2 for Driver/Engineer EMT's and Paramedics
  - Eliminate Steps 1&2 for Lieutenant EMT's and Paramedics
- FY 2023-2024:
  - Continue 3-week, 12-hour Kelly Day effective September 30, 2023, based on a 21-day FLSA pay cycle . The rate adjustment shall be figured by dividing their current annual base by 2704. Example:  $77,000 \div 2704 = 28.4763313609$
  - Hire and train additional 12 Firefighters during FY 24 for implementation of a 3-week Kelly Day beginning October, 2024
  - 1.5% ATB increase
  - 2.5% Merit increase for eligible employees
- FY 2024-2025:
  - Implement 3-Week, 24-hour Kelly Day by October, 2024, based on a 21-day FLSA pay cycle. The rate adjustment shall be figured by dividing their current annual base by 2496. Example:  $77,000 \div 2496 = 30.8493589744$ .

Me too: bargaining unit employees receive same ATB and merit increase as City employees not represented by the union.

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

**Section 3. ALS Intern Program.** All newly hired and/or certified paramedics are required to complete an ALS Intern Program and be approved by the Fire Department's Rescue Chief and the Medical Director for Polk County prior to operating as a solo paramedic for the department. The City reserves the right to have the Rescue Chief waive the ALS Intern program should a newly hired Paramedic have been previously approved by the Polk Count Medical Director.

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

- (1) They produce their State of Florida Paramedic certification.
- (2) They successfully complete an approved Paramedic Orientation Program unless waived by the Rescue Chief.
- (3) They are released by the LFD Rescue Chief and the PCFR Medical Director to function independently as Paramedics in the field.

**Section 4. Field Training Officer Incentive.** The City FTO will be assigned and approved by the Department Rescue Chief. The FTO assigned will be eligible to receive step-up pay of \$2.63 per hour for every hour spent training the newly hired and/or certified paramedics in the ALS Intern Program on the FTO's regular shift.

**Section 5. ARFF and USAR Incentive.** All ARFF certified employees who maintain training requirements and actively participate in the program shall receive \$100/month. The current USAR incentive will remain at \$100/month. The maximum number of trained personnel eligible to receive specialty incentives (A RFF and TRT/USAR) will be limited to forty-five (45) for each specialty area.

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

**Section 7. Firefighter/EMT.** At a minimum will require Firefighter and EMT certification, but no particular prior service or experience. If Paramedic certification is subsequently obtained, a Firefighter/EMT will be reclassified to a Firefighter Paramedic position upon satisfying all of the requirements to function independently as a Paramedic in the field under-the direction of the LFD Rescue Chief and the PCFR Medical Director. As a condition of employment, all Firefighter EMT's hired on or after ratification of this Agreement shall obtain and maintain a State of Florida Paramedic certification, and function independently as a Paramedic in the field under the direction of the LFD Rescue Chief and the PCFR Medical Director within three years of their hire date. Management reserves the right to terminate this requirement once it deems that the Department has an adequate number of Paramedics to meet staffing requirements.

**Firefighter Paramedic.** Only Firefighter/EMTs will be reclassified into this classification upon obtaining Paramedic certification and satisfying all of the requirements to function independently as a Paramedic in the field under the direction of the LFD Rescue Chief and the PCFR Medical Director. A new hire with Paramedic certification will be placed in this job classification once all of the requirements have been met. If a Firefighter Paramedic loses paramedic certification, then the individual will be reclassified back to a Firefighter/EMT position and would no longer be paid at the Firefighter/Paramedic rate.

**Driver Engineer/EMT.** At a minimum will require Driver Engineer and EMT certification. If Paramedic certification is subsequently obtained, a Driver Engineer/EMT will be reclassified to a Driver Engineer/Paramedic position upon satisfying all of the requirements to function independently as a Paramedic in the field under the direction of the LFD Rescue Chief and the PCFR Medical Director.

**Driver Engineer/Paramedic.** At a minimum will require Driver Engineer and Paramedic certification. Only Firefighter/EMT, Firefighter/Paramedic or Driver Engineer/EMT will be reclassified into this classification upon promotion and/or obtaining Paramedic certification and satisfying all of the requirements to function independently as a Paramedic in the field under the direction of the LFD Rescue Chief and the PCFR Medical Director. If a Driver Engineer/Paramedic loses paramedic certification, then the individual will be reclassified back to

a Driver Engineer/EMT position and would no longer be paid at the Driver Engineer/Paramedic rate.

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

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

**Section 8. Scheduling Lieutenants.** Scheduling Lieutenants will report at 0700 hours to allow an hour for creating the schedule for the shift. Scheduling Lieutenants will receive overtime in accordance to the provisions of Article 38 for the hour that they spend creating the schedule. Upon completion of the schedule, scheduling Lieutenants will work their regular 0800-0800 hour's shift.

**Section 9. Paramedic Requirements.** Managerial rights are reserved to allow supervisory and managerial personnel outside the bargaining unit to perform Paramedic duties as needed. Lakeland Fire Department Paramedics operate under the direction of the Medical Director for Polk County and the Lakeland Fire Department. Paramedics may be utilized at any Station or position deemed necessary to meet Lakeland Fire Department Operational requirements. Employees receiving Paramedic pay at any level must maintain all certifications and work within the program guidelines provided by the Lakeland Fire Department Rescue Chief. Any employee who fails to meet all State of Florida statutes/laws and guidelines, resulting in loss of licensure/certification will be reclassified to the position of Firefighter/EMT and will no longer be eligible to receive paramedic pay. Any employee who fails to meet the requirements as directed by the Lakeland Fire Department Rescue Chief and/or the Medical Director will have their Paramedic pay suspended for up to three (3) months. During said suspension they will be enrolled in and subject to

services/remedial training, continuing education, and enhancement programs at the direction of the Medical Director and/or the Lakeland Fire Department Rescue Chief. If during this time period, it is determined by the Medical Director and/or the Lakeland Fire Department Rescue Chief that the employee has failed to meet requirements to operate as a Paramedic for the Lakeland Fire Department the employee will be reclassified back to Firefighter/EMT / Driver Engineer/EMT / Lieutenant/EMT position status and their pay will be adjusted to reflect assignment to the Firefighter/EMT / Driver Engineer/EMT / Lieutenant/EMT classification.

**Section 10. Out of Town Deployment.** All out of town deployments shall be paid in accordance with FLSA for all hours worked and for all hours driving to and from the out of town location.

**Section 11. Emergency Call-Out.** Employees subject to emergency call out shall be compensated for each call out for a minimum of three (3) hours at one and one-half times their regular hourly base rate of pay. Emergency call-out is defined as unscheduled work required after an employee has been released from duty. Work that has been scheduled at least forty-eight (48) hours prior to the start of such work will not qualify for this call-out pay.

**Section 12. Overtime Limitation.** In calculating the application of the City 's 40% overtime cap, FLSA, Section 7(k) overtime will not count toward the 40% cap; provided that no employee may work more than sixty (60) consecutive hours without a twelve (12)-hour break. The Fire Chief reserves the right to suspend this provision in an emergency situation. Any hold over past 0800 hours waiting on relief will be excluded from this requirement.

**Section 13. Sign On Bonus.** In order to implement the 12-hour Kelly Day in FY 2023-2024 and the 24-hour Kelly Day in FY 2024-2025, the City may offer sign-on bonuses as it deems necessary to meet its hiring goals. The City reserves the right to cease offering a sign-on bonus once it deems that the Department has an adequate number of employees to meet staffing requirements to implement the Kelly Days.

## **ARTICLE 30. SICK LEAVE USAGE**

**Section 1.** Employees shall be required to provide proof of illness or other circumstances of illness or injury necessitating sick leave usage for approval of sick leave use in excess of 48 hours per



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

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

### **ARTICLE 31. HEALTH BENEFITS**

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

#### **Section 1. Health Plans and Premiums.**

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

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

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

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

**Section 2. Annual Firefighter Physicals**

E. Effective January 1, 2021 Firefighter Physicals shall be provided annually, at a maximum cost of \$456 per member, by the City of Lakeland for all members covered under this agreement. The annual Physicals shall be conducted through Life Scan Wellness Centers or another mutually agreed upon provider.

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

A. Annual Physical Components
ANNUAL FIREFIGHTER PHYSICAL
Physical Exam
Vision Exam (Titmus)
Occupational Hearing Exam
Skin cancer assessment
Personal Consultation with review of testing results
<b>Cardio--Pulmonary Assessment</b>
Echocardiogram (Heart Ultrasound)
Resting EKG
Treadmill Stress Test with EKG
Carotid Arteries Ultrasound
Aortic Aneurysm Ultrasound
Pulmonary Function Test
<b>Cancer and Disease Assessment</b>
Thyroid Ultrasound
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds
Bladder Ultrasound
Pelvic Ultrasound for Women (external)

Testicular Ultrasound for Men
Testosterone (Men)
CA-125
PPD TB Skin Test
<b>Blood and Laboratory Tests</b>
Hemocult Test (optional)
Urinalysis
Lipid Panel
Diabetes Tests (Hemoglobin A 1 C and Glucose)
Complete Blood Count
Comprehensive Metabolic Panel
TSH (Thyroid Blood Test)
PSA (men)
CA-125 (women)
<b>Fitness Evaluation</b>
Muscular Strength and Endurance Evaluation
Aerobic Endurance Evaluation (V02 Max Calc)
Flexibility Evaluation
Nutrition and Diet Recommendations
Personal Fitness Recommendations
<b>Medical Clearances</b>
OSHA Respirator Medical Clearance

G. An employee may elect additional exams or services offered by annual physical provider but will be responsible to pay out-of-pocket for any additional fees incurred.

H. Fire Department Management will only receive from the annual physical provider a “fit” or “not fit” for duty status of a member. The City’s Risk Manager may receive detailed medical information from the provider. Should a bargaining unit member be identified as "not fit for duty" by Lifescan or other relevant examination, the employee will be permitted to return to full duty if they can provide a written clearance from their personal

physician indicating fitness for full duty under the provisions outlined in the current job description for their job classification without regard to any additional standards. The written clearance from the employee's personal physician must specifically address the condition that resulted in a "not fit for duty" recommendation. The employee must provide the Form developed by Risk Management to be signed by the attending physician (see attached). Employees providing such "fitness for duty" certification from their personal physician shall not be required to retake or repeat any portion of the examination successfully completed and including the portion of the test failed, however, must complete all other portions of the examination.

I. The City will authorize the annual physical provider to provide medical records associated with the physical examination to the employee.

**CITY OF LAKELAND FITNESS-FOR-DUTY CERTIFICATION:**

**Firefighter Physical Failure**

Employees should return this Fitness-for-Duty Certification to the Risk Management Department, Attn: [Joyce.dias@lakelandgov.net](mailto:Joyce.dias@lakelandgov.net) or Fax #863-834-6743, 1140 E. Parker St., Lakeland FL 33801

Name of Employee (Print): \_\_\_\_\_

Employee's Job Title: \_\_\_\_\_

The employee above received "Unfit for Duty" during annual firefighter physical for the following potential condition(s)

\_\_\_\_\_  
\_\_\_\_\_

Based on your review of this employee's job responsibilities (see the attached job description) and your understanding of this employee's health condition including medications, please mark the status of the employee's release for duty:

\_\_\_\_\_ Full, unrestricted duty.

\_\_\_\_\_ Not released for full, unrestricted duty. Continued Care.

Date employee is able return to work, if applicable:

Please indicate recommended follow-up with physician to maintain yearly clearance:

\_\_\_\_\_ 1 Year      \_\_\_\_\_ Every Other Year      \_\_\_\_\_ Only When  
Changes

Other:

\_\_\_\_\_

*GINA Notification to Health Care Provider: The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. 'Genetic information' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.*

By my signature below, I certify that the foregoing information is accurate and complete and based upon my personal evaluation of the patient and medical opinion.

Signature of Health Care Provider \_\_\_\_\_

Date \_\_\_\_\_

Printed Name of Health Care Provider \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## **ARTICLE 32. RETIREMENT MEDICAL RESERVE**

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

### **RETIREE MEDICAL BENEFITS POLICY**

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

#### **1. Funding Policy**

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

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

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

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

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

#### **2. Participation and Eligibility**

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

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

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

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

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

### 3. Form of Benefits

3.1. All persons identified in section 2.2 who were originally hired into full-time regular status prior to January 1, 2003-will be eligible to receive a monthly benefit equal to \$5.00 per month for each year of service (up to a maximum of \$150 per month). This benefit will be paid in addition to any benefit payable as per sections 3.1 and 3.2 above, if any. For purposes of administering this benefit:

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

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

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

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

3.1.4. To the extent the value of any benefit payable per this section plus the value of any benefit payable per sections 3.1 equals or exceeds the cost of health insurance purchased from the City, the benefit is non-taxable. Combined benefit amounts in excess of that cost will be considered taxable income. 3.1.5. In the case of a qualified surviving dependent of deceased city employees, the employment date and years of service criteria used in this



section shall be those of the deceased city employee of whom the individual is a qualified surviving dependent.

3.2. All persons identified in section 2.2 who are hired in a fulltime, regular status after January 1, 2003, will be enrolled in a Retiree Health Savings (RHS) account administered by a third party. For purposes of administering this benefit:

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

3.2.2. At the end of each calendar year commencing with the year ending December 31, 2009, the City will make an annual determination as to the amount (if any)

that the employer will contribute to these accounts as a discretionary contribution

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

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

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

### **ARTICLE 33. RETIREMENT HEALTH SAVINGS ACCOUNT**

A. Due to mandates to changes in the Fire Pension Plan by the State of Florida, which disallowed certain accrued sick leave time from being counted as work time for pension benefit calculation purposes, the new benefit set forth in this article is agreed to by the parties as a replacement for the "lost pension benefits" resulting from that decision.

B. This replacement benefit shall be in the form of a single, lump sum deposit into a Retiree Health Savings Account (RHSA) made upon separation from employment from the City. For

purposes of this article, "separation from employment from the City" shall include the effective date of any election to commence participation in a DROP program sponsored by the City.

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

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

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

### **ARTICLE 34. EMPLOYMENT, PROMOTION, DEMOTION AND ADMINISTRATIVE REASSIGNMENT**

Section 1. Pay Rates Upon Employment. New employees start at the minimum rate of pay for the assigned classification.

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

- Members promoted from Firefighter to Driver/Engineer, (EMT or Paramedic), will receive a 10% increase on date of promotion
- Members promoted from Firefighter to Lieutenant, (EMT or Paramedic), will receive a 15% increase on date of promotion

- Members promoted from Driver/Engineer to Lieutenant, (EMT or Paramedic), will receive a 15% increase on the date of promotion.

To be eligible for promotion to the position of Fire Lieutenant, a candidate must meet the qualifications listed in the Fire Lieutenant's job description.

Employees promoting from a non-bargaining unit position into a bargaining unit position (after having transferred out of a bargaining unit position) shall start at the pay grade and pay step that they would have held had they not transferred to a non-bargaining unit position. Once slotted at the pay grade and step they would have held had they not transferred, their rate of pay shall then be increased in the amounts specified above in the recognition of the promoted position they are transferring into.

Employees who are promoted to higher job classifications are required to serve a six (6) month probationary period in the new classification. In addition to the initial promotional increase the employee will receive a 6-month probationary performance review without a pay for performance increase.

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

Employees that have been disciplined (i.e., suspended, demoted, placed on paid administrative leave or unpaid administrative leave) will not be eligible for promotional opportunities for the twelve (12) month period following a discipline. However, the employee will be allowed to assess during any employment status.

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

than the maximum step, until one year from the date of the demotion. The rate of pay for a demoted employee shall be determined by the City Manager upon the recommendation of the Human Resources Director.

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

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

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

## **Section 2. Promotional Process.**

During a promotional process, any assessment center that is to be built will be built and agreed upon with a team of individuals to include at a minimum: the Training Chief or designee, subject matter expert(s), representative(s) from HR, as well as a member of the union that is mutually agreed upon by the Fire Chief and the Union President.

## **Lieutenant Assessment Center**

All sections of the assessment center will be equally weighted meaning if there are 4 parts to an assessment center, each section will be worth 25%.

The assessment center exercises shall consist of an in-basket, critical incident, teach-back (training presentation), and panel interview. Candidates must obtain an average rating of (2) (acceptable) on the in-basket to be considered for promotion.

The panel interview board shall consist of at a minimum: (1) Assistant Chief (2) Battalion Chiefs, (1) Captain, and (1) Lieutenant.

A promotional Assessment board shall be convened and will include at a minimum: Training Chief, Training Captain, 1 HR representative, 3 Fire Lieutenants (one of which will be mutually agreed upon by the Fire Chief and the IAFF President). The agreed upon Lieutenant will also serve as an observer in the panel interview of the assessment center. In the event any of these personnel are unavailable to participate a designee will be selected by the Fire Chief to serve in their absence.

To be eligible for promotion to the position of Fire Lieutenant, a candidate must meet all qualifications as defined in the Fire Lieutenant's Job Description revised March 2017.

The Fire Lieutenant assessment will be developed, administered, and scored according to the guidelines in the Civil Service Rules (adopted October 1st, 2020). If there is any conflict between this agreement and the Civil Service Rules, the provisions of this agreement will prevail.

Any employee who has been out of position for more than 24 months will be required to have a knowledge, skills, and abilities assessment, to include the successful completion of a task book, in accordance with NFPA 1021 2020 edition to be administered by the Training Division and SMEs prior to being positioned in their new role. This includes ride times with SMEs for a period of at least (5) 24hr shifts.

There shall be (one) Fire Lieutenant mutually agreed upon by the Fire Chief and the Union President, who shall serve as one of the subject matter experts. The Lieutenant agreed upon by the Fire Chief and the Union President will be present to observe during the panel interview.

Upon completion of all assessment components and subsequent scoring of all applicants, the assessment board will review and evaluate all of the scores for each promotional process

participant and will place all candidate names on an eligibility list in rank order, highest to lowest score overall. If a tie in scores exists, tie scores will be separated on the basis of employee hire date. If a tie score exists among employees hired on the same date, the separation will be made on the basis of the employment seniority list.

Selection for promotional vacancies shall be from the eligibility list. Candidates will be listed in ranking order from highest overall score to lowest. The decision to promote an individual from the eligibility list shall be at the sole discretion of the Fire Chief. Candidates on the eligibility list not selected for promotion will remain on the list, in the same ranked order, until the list is exhausted or no longer valid. The ranking list will remain valid for (24) months or until it is exhausted, whichever occurs first. The Fire Chief shall meet upon the request of an employee not selected for a promotion to provide recommendations for future promotions.

### **Driver/Engineer Assessment Center**

The assessment center exercises will consist of a written examination, a driving exercise, and a performance test. The written examination must be passed with a score of 80% or above.

A promotional Assessment board shall be convened and will include at a minimum: Training Chief, Training Captain, 1 HR representative, 3 Driver/Engineers and an IAFF representative who will be mutually agreed upon by the Fire Chief and the Union President). In the event any of these personnel are unavailable to participate a designee will be selected by the Fire Chief to serve in their absence

Twenty (20) candidates will be permitted to participate in an assessment, however the Fire Chief reserves the right to cap the number of candidates should there be more than 20. If a cap is implemented, it shall be based on seniority (those with the most seniority with LFD permitted to assess). This cap will not pertain to the written assessment and any candidate that meets the qualifications will be allowed to sit for the written assessment. At any point a candidate is disqualified due to a critical failure, the next eligible senior member will be permitted to participate in the driving exercise and performance test.

Selection for promotional vacancies shall be from the eligibility list. Candidates will be listed in ranking order from most seniority to least seniority. The decision to promote an individual from the eligibility list shall be at the sole discretion of the Fire Chief. Candidates on the eligibility list

not selected for promotion will remain on the list, in the same ranked order, until the list is exhausted or no longer valid.

### **Provisions Applicable to Fire Lieutenant and Driver/Engineer Assessments**

A promotional assessment shall be conducted within six (6) months of a vacancy becoming available. In the event of emergency conditions and/or unforeseen extreme circumstances, the City reserves the right to postpone the assessment center until such time the condition and/or circumstance has been addressed.

If an applicant meets the job experience requirement within twenty-four (24) months of the test date, they would be eligible to take the examination. Their eligibility for promotion would become effective the date that the applicant meets the job experience requirements.

Employees that have been disciplined (i.e. suspended, demoted, placed on paid administrative leave, or unpaid administrative leave) shall be ineligible to promote for 12 months following said discipline. However, an employee will be allowed to assess during any employment status.

In addition to being assessors for some components of the assessment center, the Assessment Board shall have the responsibility of reviewing the final scoring processes, compiling the data, and developing the promotional eligibility list.

All applicants who competed in the promotion will be notified in writing of their final score and relative standing on the eligibility list.

### **ARTICLE 35. STORAGE SPACE**

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

**ARTICLE 36. DONATION TO A UNION LEAVE BANK**

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



LAKELAND FIRE DEPARTMENT

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Donation of Accrued Leave Form

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

Hours Donated: \_\_\_\_\_

Donor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## **ARTICLE 37. PENSION**

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

## **ARTICLE 38. HOURS OF WORK AND OVERTIME**

### **Section 1.** Hours of work and work cycle effective by September 30, 2023

The regular work schedule for members of the bargaining unit shall consist of twenty- four (24) hours on duty and forty-eight (48) hours off duty with a 12-hour scheduled "Kelly Day" once every three weeks (21 days) which creates an average 52 hour regular work week. An exception to this Section shall be for new hire employees (Firefighter-EMT or Firefighter-Paramedic) who may be assigned alternate hours during new-hire orientation.

The "24" hours on duty and "48" off work schedule results in a scheduled 2704 hours per year for bargaining unit members.

The starting time for shift personnel shall be 0800 hours.

Kelly Day rules are described in Appendix A.

### **Section 2.** Hours of work and work cycle effective by September 30, 2024

Employees shall be on duty for twenty-four (24) hours followed by forty- eight (48) hours off duty, with a three (3) week Kelly Day (this is to be construed as a day off after every six (6) regularly scheduled shifts worked). The work period shall be defined as six (6) twenty-four (24) hour shifts in a three-week period consisting of one hundred forty-four (144) hours. An exception to this Section shall be for new hire employees (Firefighter-EMT or Firefighter-Paramedic) who may be assigned alternate hours during new-hire orientation.

The "24" hours on duty and "48" off work schedule results in a scheduled 2496 hours per year for bargaining unit members.

The starting time for shift personnel shall be 0800 hours.

Kelly Day rules are described in Appendix A.

### Section 3. Overtime calculations effective September 30, 2023

Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), the parties have selected a twenty-one (21) day work period for FLSA overtime purposes.

Employees shall receive payment at the rate of time and one-half for all hours in excess of 159 hours of work in a twenty-one (21) day work cycle.

Upon ratification of the contract, the Fire Administration and the Union will establish a Kelly Day implementation committee to include 3 members of the IAFF and 3 members of Fire Administration to work together to develop recommendations for approval by the Fire Chief regarding the implementation of the Kelly Day.

## APPENDIX A

### Section 1. Kelly Day rules beginning September 2023

1. In accordance with the work schedule provisions of Article 38 of this Agreement, all members shall select a 12-hour "Kelly Day" to be served on a rotating, repeating basis once every 21 days.
2. Kelly Days shall be bid by seniority (years of service with the Lakeland Fire Department) and shift. On each shift, for each day of the week there shall be an available "A.M." and an available "P.M." Kelly Day slot available for selection. A.M. Kelly Day slots will be from 0800-2000 hours with P.M. slots being 2000 - 0800 hours.
3. The bidding process for Kelly Days shall be conducted during the month of September.
4. The bid results will be available for all members at least 5 (five) days prior to the effective date. The effective date shall be the first full 21-day cycle in October.
5. Once selected, the Employee will be automatically scheduled off duty on their selected Kelly Day (A.M. or P.M.) of the day they have selected when their shift is scheduled on that day in each rotating 21-day cycle.
6. Employees shall be permitted to engage in a perpetual mutual exchange of duty with the employee on their shift (provided the two members have the same EMT and/or Paramedic

credentials and step-up abilities) who selects the corresponding A.M. or P.M. Kelly Day slot on the Kelly Day they have selected. For instance, on B-shift the employee who selects Tuesday A.M. as their Kelly day will be able to enter into a perpetual mutual exchange of duty with the employee on their shift who selects the Tuesday P.M. Kelly Day slot.

7. Those employees, who enter into a perpetual mutual exchange of duty with their Kelly day counterpart on their shift, will then have the full 24-hour day off on their selected Kelly day every other time that Kelly Day comes up on the schedule (i.e. every six weeks). On the alternating Kelly Day during that six week period each of the employees will be required to work the full 24 hour shift on their selected Kelly Day.

8. Perpetual Mutual Exchange Forms shall be completed within 10 days of the close of the September Kelly Day bid process and will be indicated an agreement to the perpetual mutual exchange for the next one year period. Perpetual Mutual Exchanges of Duty will not count towards or otherwise be controlled by the Shift Exchange provisions or limitations found elsewhere in this Agreement.

9. At the beginning of each even numbered year the first full 21-day Cycle shall be identified as the "Gator" Cycle while the second full 21-day cycle will be titled the "Seminole" Cycle. Among the two employees on each shift assigned to each Kelly Day, the most senior shall have the full 24 hours off on the Kelly Day that occurs in the "Gator Cycle" and will work the full-24 hours on their Kelly Day that occurs during the "Seminole Cycle." Likewise, the less senior employee among the two employees from that shift who have selected the same Kelly Day will work the full 24 hours on the Kelly Day that occurs during the "Gator Cycle" and will have off the full 24 hours on their Kelly Day when it occurs in the "Seminole Cycle." Once started this repeating six week rotation shall continue for the year.

10. In the event an employee is transferred to another shift (as the result of promotion or otherwise), they shall fill any open Kelly Day slot on the shift they have been transferred to and will enter the Kelly Day rotation that is available on that shift. Employees who are transferred to a new shift will remain in the open Kelly Day slot until the next September Kelly Day selection when they will bid by seniority on their new shift.

11. In the event multiple employees are transferred at the same time, the open Kelly Day slots on the shift those employees are being transferred to shall be selected by seniority among the employees being transferred to that new shift.

12. There shall be no exchanges of Kelly Days. Employees who want or need to be off duty on the Kelly Day they are scheduled to work (Gator or Seminole) shall be required to cover the day with 24 hours of approved leave or through a shift exchange in accordance with the provisions of Article 20 — Exchange of Duty.

## **Section 2. Kelly Day rules beginning September 2024**

1. In accordance with the work schedule provisions of Article 38 of this Agreement, all members shall select a 24-hour "Kelly Day" to be served on a rotating, repeating basis once every 21 days.

2. Kelly Days shall be bid by seniority (years of service with the Lakeland Fire Department) and shift. On each shift, for each day of the week there shall be an available 24-hour Kelly Day slot available for selection.

3. The bidding process for Kelly Days shall be conducted annually, during the month of September.

4. The bid results will be available for all members at least 5 (five) days prior to the effective date.

5. Once Kelly days have been selected, they shall be tradable pursuant to Article 20 with all other members including members of the same shift (provided the two members have the same EMT and/or Paramedic credentials and step-up abilities), and may be combined with any and all other time off on days of the employee's choosing.

6. In the event an employee is transferred to another shift (as the result of promotion or otherwise), they shall fill any open Kelly Day slot on the shift they have been transferred to and will enter the Kelly Day rotation that is available on that shift. Employees who are transferred to a new shift will remain in the open Kelly Day slot until the next September Kelly Day selection when they will bid by seniority on their new shift.

7. In the event multiple employees are transferred at the same time, the open Kelly Day slots on the shift those employees are being transferred to shall be selected by seniority among the employees being transferred to that new shift.

### **Section 3. Future Kelly Day Rules**

The defined rules in Sections 1 & 2 are intended to be the basic framework for the phased in approach of a 48 hour work week for bargaining unit members, and may not be all inclusive. The Fire Department and the IAFF will work together as necessary and in an effort to agree upon any required additional rules that are not in conflict with those specified in Sections 1 or 2.

## **ARTICLE 39. TERM OF AGREEMENT**

This Agreement shall be in full force and effect from the date of approval by both the bargaining unit employees and by the City Commission, and shall extend through September 30, 2025. Either party hereto may, at least ninety (90) days but no more than one hundred and fifty (150) days prior to the normal close of business on the last day of the contract, notify the other party in writing of its intention and desire to modify this Agreement (other than the termination date). Impasse procedures shall apply only to those articles or issues raised by either party which are mandatory subjects of bargaining.

The foregoing collective bargaining agreement was ratified by the members of the collective bargaining unit on October \_\_\_\_\_, 2022.

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International Association of Fire Fighters, Local  
4173

The foregoing collective bargaining agreement has been ratified by the City Commission of the City of Lakeland on November \_\_\_\_, 2022.

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William "Bill" Mutz  
Mayor of the City of Lakeland

Dated: \_\_\_\_\_

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Shawn Sherrouse  
City Manager, City of Lakeland

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

Kelly S. Koos  
City Clerk

Approved as to form and correctness

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Palmer Davis  
City Attorney