PREAMBLE

THIS AGREEMENT is made and entered into as of the ___ day of _____~~January~~, 201917 by and between the City of Tampa, a municipal corporation of the State of Florida, hereinafter called the City, and the Local Union No. 754, International Association of Firefighters, AFL-CIO-CLC, hereinafter called the Union. It is the intent and purpose of this Agreement to assure a sound and harmonious working relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms herein provided. Either party hereto shall be entitled to require a specific performance of the provisions of this Agreement. It is understood that the City and the employees covered by this Agreement are engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing ~~well being~~ of the public and both parties hereto recognize the need for continuous and reliable service to the public.

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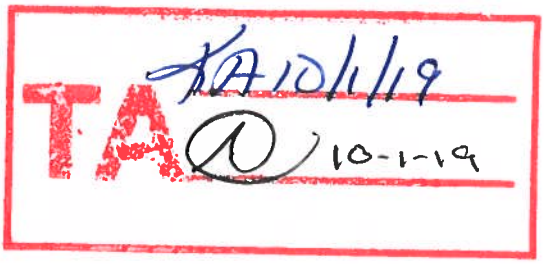

ARTICLE 1

RECOGNITION

1.1 The City of Tampa recognizes Local Union No. 754 International Association of Firefighters, AFL-CIO as the exclusive bargaining representative for wages, hours and terms and conditions of employment for all employees employed in the following bargaining unit in accordance with that certain certification issued by the Public Employees Relations Commission of the state of Florida on August 11, 1976, Cert. #259.

1.2 The bargaining unit includes all fire personnel employed in the City of Tampa Fire Rescue Department with ranks F-1 through and including the assignment of F-11 except managerial, confidential, clerical and professional employees as defined by Chapter 447 of Florida Statutes.

1.3 The City agrees that during the term of this Agreement, it will deal only with authorized representatives of the IAFF in matters requiring mutual consent or other official action called for by this Agreement. The IAFF agrees to notify the City of the name of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this Agreement.

ARTICLE 2

CHECK OFF

2.1 The City shall deduct dues and uniform assessments owed by the employee to the Union in an amount certified to be correct by the Union Secretary-Treasurer and forward them to the Union on a monthly basis; provided, that prior to such deduction the Union has provided the City with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized; provided further that such authorization is in accordance with applicable law. Any deductions for items other than Union dues or assessments must be approved semi-annually by the Director of Human Resources.

2.2 Notwithstanding anything herein to the contrary, any authorization for dues deduction may be cancelled by the employee upon thirty (30) days written notice to the City and the Union.

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

2.4 Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of Union fines, penalties or special assessments.

2.5 Any changes in the amount to be deducted for monthly dues shall be implemented after written notification from the Union is received by the City. Said notification shall be provided to the City a minimum of four weeks prior to the first pay date on which the dues increase is to be effective.

2.6 The City shall charge the Union 30¢ per member per month but not more than one percent of the total amount deducted.

ARTICLE 3

UNION BUSINESS

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3.1 Members designated by the Union President will be granted Union Leave (time off with pay) for the purposes of handling grievances; attending union meetings for the formulation of proposals to be submitted in negotiations; attendance at Union conventions, memorial ceremonies, meetings, and seminars; attendance at collective bargaining negotiations and impasse resolution procedures; and City Council meetings regarding the resolution of collective bargaining impasse procedures or meeting with a City Council member. Union leave must be used for conducting union business related to City of Tampa labor relations matters and shall not be granted for lobbying or any other political activity. In the event that Union representatives participate in lobbying at the request of and on behalf of the City, regular pay status will be utilized rather than union leave. The names of the Union officers and stewards shall be submitted to the Fire Chief and the Director of Human Resources.

3.2 Unless the Chief of Operations determines manpower requirements prohibit such, employees whose attendance is endorsed ~~certified~~ by the Union as necessary for the functions described above shall be granted time off to attend such functions without loss of pay. Representatives of the Union desiring Union leave shall submit their request to the office of the Chief of Operations at the earliest time possible and except for the Union President, Vice President, or Secretary at least 72 hours prior to the date of any such leave. In an emergency situation involving Union business, leave may be authorized verbally by the Chief of Operations. Such request shall not be unreasonably denied. Union leave requested as provided herein shall not be denied for staffing reasons for the four elected union officers unless the Mayor or the Fire Chief formally declare an emergency.

3.3 The Union shall be afforded bulletin board space in each Fire Department installation for the purpose of posting notices of meetings or other union notices if determined by the Union, and at the concurrence of the Fire Chief, to be pertinent to its membership. Upon the request of the union to the Fire Personnel Chief, such notices may also be transmitted by the department through the City's computer system to department

employees and shall be restricted to the information that would otherwise be placed on the bulletin boards. No such notice shall be posted unless it has been signed and authorized by the Union President and the Fire Chief prior to the time of posting. The Union President and the Fire Chief shall determine standard notices that may be posted on a routine basis without individual authorization by the Fire Chief. The Union may have access to departmental mail, including email, for distribution provided that specific authorization is granted by the Fire Chief. Authorization for notices of Union meetings and minutes of Union meetings shall not be unreasonably denied.

3.4 Representatives of the Union shall be allowed to meet with each firefighter's basic training class after duty hours. The Union~~City~~ will distribute an IAFF informational flyer and a current contract to recruits. The content of the flyer will be mutually agreed upon by the City and the IAFF.

3.5 The principle officers of the Union shall be defined as the following: President, Vice President, Secretary and Treasurer. The privileges granted by this Article will be exercised reasonably and will not be abused by the Union or its members, but in no event shall time off with pay exceed an aggregate of ~~2,500~~ 3,300 hours in any one fiscal year. In a fiscal year, which includes negotiation of a successor union contract or wage reopener, an additional 300 hours shall be added for purposes of negotiations.

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If the aggregate number of hours as specified above is exhausted prior to the end of a fiscal year, the city will transfer upon the union's request 1.0 hour of annual leave and/or 1.0 hour of sick leave per fiscal year from union members to the union leave bank.

3.6 In the event that the Union does not use the entire number of hours provided by this Article in any one fiscal year, then it may carry the unused portion of those hours over to the following fiscal year. There shall be no borrowing of union leave from the following fiscal years.

3.7 Neither union representatives nor unit employees shall leave their posts or work stations for the purpose of investigating, presenting, handling or settling grievances without

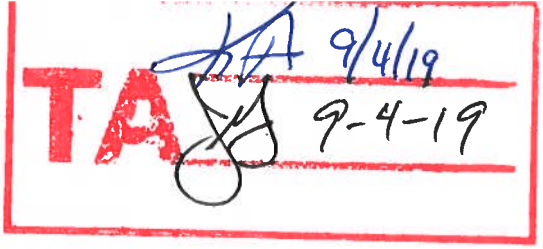
the express permission of the Chief of Operations. The President or designated representative or legal counsel shall not contact any employee concerning grievance matters or union business during the working hours of the employee without the express prior permission of the Chief of Operations in accordance with Article 3.2. The Chief of Operations and Union President may agree to predetermined authorized contact periods for this purpose. When a grievance hearing is scheduled during the grievant's tour of duty, the grievant shall be allowed to attend the hearing without utilizing union leave. The City shall attempt to schedule the hearing during the grievant's duty hours, however, ~~nothing contained herein shall obligate~~ the City will ~~to~~ compensate a grievant a minimum of three (3) hours for attendance of his/her grievance hearing when scheduled during the grievant's off duty hours.

3.8 In the event that the IAFF determines that an employee will be on extended union leave, the employee shall retain his/her rate of pay (grade and step) and shall receive pay adjustments in accordance with Appendix A. Said employee will retain his/her salary review date and, if 70% or more hours have been spent on City time for the review period, shall be evaluated solely on the City work assignments' performance. If less than 70% of the hours have been spent on City time, then the employee shall receive a neutral evaluation and shall receive a satisfactory rating along with step increases as may be applicable for that rating. Said employee shall maintain all required certification and attend all mandatory training.

3.9 The City shall furnish the Union with a copy of all written rules and regulations pertaining to employer - employee relations, including but not limited to: City Administrative Orders, City Personnel Rules, Departmental Administrative Orders, Departmental Rules and Regulations, Standard Operating Procedures, Divisional and Training Orders and other material regularly distributed to employees in the bargaining unit. The City will attempt to send said copies to the Union on the same date they are distributed to employees.

ARTICLE 4

NO STRIKE



4.1 The Union agrees that during the term of this Agreement it shall not participate in, authorize, condone, excuse, ratify, instigate or support in any manner any concerted failure to report for duty, concerted absence of employees from their positions, concerted stoppage of work, concerted submission of resignations, concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or deliberate and concerted course of conduct which adversely affects the services of the public employer, including but not limited to the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage. Nothing herein shall constitute a waiver of any employee's right to participate in informational picketing.

4.2 Should the Union or a majority of the employees covered hereunder within the City's Fire Department breach this article, the Union agrees that the City shall have unrestricted recourse to all rights provided by Chapter 447 Florida Statutes, including the right to proceed to the appropriate court and obtain an injunction against such breach; that the City may recover from the Union or its successor in interest such damage as may be incurred and attorney's fees; and that the City may take any other action authorized or required by law. The Union further agrees that while the fact of any employee's alleged participation in activity described in Section 4.1 may be subject to the grievance procedure, the disciplinary action taken against said employee shall not be subject to said procedure.

ARTICLE 5

GRIEVANCE PROCEDURE AND ARBITRATION

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5.1 A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement including rights and working conditions.

5.2 All grievances filed shall refer to the specific section of this Agreement upon which the grievance is based and shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement, the laws of the United States, the State of Florida, and the Charter and Ordinances of the City of Tampa. Only those grievances filed on the agreed upon Grievance Form may use this procedure.

Step 1. Within twenty-one (21) calendar days of the occurrence or the date on which the employee knew or should have known of the action giving rise to the grievance, the grievance shall be submitted to the Personnel Chief (or designee). The Grievance Form shall be signed by the employee and shall specify: (A) the date of the alleged grievance; (B) the specific article(s) of the Collective Bargaining Agreement that were allegedly violated; (C) the basic facts pertaining to or giving rise to the grievance; and (D) the remedy requested. Within seven (7) calendar days (or pursuant with the employees work schedule) the Personnel Chief (and/or designee) shall meet with the employee and a Union representative. The purpose of said meeting will be to attempt to settle differences in the simplest and most direct manner. Both parties agree that every possible effort will be made to settle grievances at this step. After said meeting is held, the Personnel Chief (or designee) shall respond

to the grievance in writing within seven (7) calendar days with a copy to the Union President.

When a grievance involves discipline in the form of suspension, demotion or termination, it shall be presented directly at Step 2.

Step 2. If the employee is not satisfied with the written response of the Personnel Chief (or designee), the grievance and all responses shall be presented to the Fire Chief. Within seven (7) calendar days (or pursuant with the employees work schedule) the Fire Chief, the Personnel Chief (or designee), and a designee from Human Resources shall meet with the employee and a Union representative. After said meeting is held, the Fire Chief shall attempt to resolve the matter and shall respond to the grievance in writing within seven (7) calendar days with a copy to the Union President.

Step 3. If the employee is not satisfied with the written response of the Fire Chief, the grievance and all responses shall be submitted within seven (7) calendar days to the Director of Human Resources (or designee). Within seven (7) calendar days (or pursuant with the employees work schedule) the Director of Human Resources (or designee) shall meet with the employee and a union representative unless said meeting is waived. After said meeting is held, the Director of Human Resources (or designee) shall respond to the grievance in writing within seven (7) calendar days with a copy to the President of the Union.

5.3 Any grievance not resolved in the grievance procedure, after being fully processed may be referred to final and binding arbitration in the manner provided herein.

5.4 Arbitration

the grievance in writing within seven (7) calendar days with a copy to the President of the Union.

5.3 Any grievance not resolved in the grievance procedure, after being fully processed may be referred to final and binding arbitration in the manner provided herein.

5.4 Arbitration

A. Within ten (10) calendar days from the receipt of the response of the Director of Human Resources (or designee), the union shall give written notice to the City and ~~shall~~ may at the same time, or within seven (7) calendar days, request a list of seven (7) arbitrators from the Federal Mediation & Conciliation Service copies to be furnished to both parties. The Union shall provide payment of the filing fee.

B. Within fourteen (14) calendar days after receipt of the list of arbitrators, the Union and the City shall meet and alternately strike names therefrom, the remaining name shall designate the arbitrator.

C. As promptly as can be arranged but not more than thirty (30) calendar days unless mutually agreed by the City and the Union, the arbitration hearing shall be held. The arbitrator, in rendering his/her written decision, shall confine his/her decision to the controversy in question and he/she shall not have the authority to add to, take away from, alter or amend any provision of this Agreement.

D. The decision of the arbitrator insofar as it is in conformance with paragraph "C" hereinabove, shall be final and binding on both parties.

E. The expense of the arbitrator, including the cost of a certified court reporter, shall be borne equally by both parties.

successive step. If the City fails to respond within the time limits specified with respect to Step 2, the City will forfeit the grievance; however, such forfeiture shall not be considered a decision on the merits of the grievance or in any way establish a precedent.

5.6 Nothing contained herein shall prohibit the employees from utilizing the Civil Service appeal procedure except that once an employee or the Union reduces a grievance to writing and submits it according to the steps in this Agreement he/she shall not thereafter have access to Civil Service for the resolution of the grievance involved.

ARTICLE 6

NO DISCRIMINATION

6.1 The City and the Union specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, creed/religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status or marital status, military status or any other protected class as defined by federal law. The provisions of this agreement shall be equally applicable to all employees covered herein without regard to membership or nonmembership in a labor organization as provided by law; except that the certified employee organization shall not be required to process grievances for employees who are not members of the organization.

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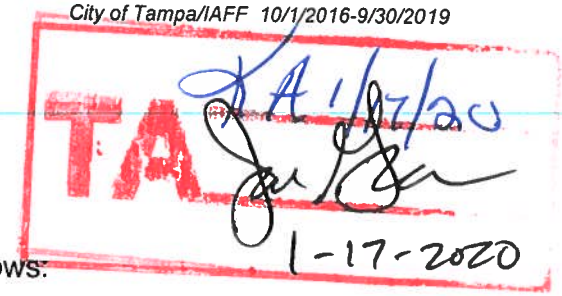


ARTICLE 7

SENIORITY

7.1 Definition. Seniority is hereby defined as follows:

a. Departmental seniority is total length of continuous service with the Tampa Fire Department effective with the date the employee is placed in a Firefighter position (grade F-1).

b. Classification assignment seniority is total length of continuous service effective with the date the employee is placed in the specific classification/assignment (job titles listed in Appendix A).

c. Continuous service is defined as the period of employment not interrupted by resignation, dismissal, retirement, quitting without notice, or any other termination of employment. Time spent greater than thirty (30) calendar days on Leave of Absence (except for a Workers' Compensation Leave of Absence), Lay Off, or suspension shall not be credited in the calculation of seniority dates. Seniority dates are not adjusted due to absences while on Workers' Compensation.

7.2 The Fire Department shall establish a departmental seniority list and it shall be brought up to date on January 1 of each year, and a copy of same shall be forwarded to the Union. Where individuals have the same seniority date, they will be listed according to the date and time of the application for employment was received by the City. If there is also a tie in the date of receipt of the application, then the employees will be listed according to the Civil Service examination score. If there is then still a tie, the employees shall be listed by alphabetical order. Any objection to the seniority list shall be reported to the Fire Department within fifteen (15) days or it shall stand approved. The departmental seniority list shall be used in accordance with Article 15.

7.3 Station transfers or apparatus assignments will not be used as a form of discipline, unless indicated on a Notice of Disciplinary Action form, or be implemented in an arbitrary or capricious fashion.

7.4 Whereas management has the responsibility for efficient distribution of experience and special qualifications, station assignments are the domain of management. However, unless there are overriding factors, station vacancies which occur shall be advertised and filled with the transfer of the person with the most departmental seniority who meets the minimum requirements, requesting the assignment.

ARTICLE 8

STAFFING

8.1 Should an employee be displaced the employee can exercise bumping rights in accordance with Article 23 (Layoff and Recall). However, should an employee be displaced and the provisions of Article 23 result in the employee occupying a lower pay grade, then said employee's salary shall remain equal to his/her pay rate on the date the employee is displaced. However, at such time that the pay grade assigned to the employee's actual job classification is greater than or equal to the employee's rate of pay, then the employee's rate of pay shall be adjusted to the proper pay grade rate.

8.2 The City shall provide a whole list certification for the selection of new hires.

8.3 There will be thorough and complete job descriptions for all classifications covered by this Agreement. The Union shall be provided fourteen (14) days notice and an opportunity to discuss ~~such~~ proposed changes in job descriptions. Within this fourteen (14) day notice period, the Union can bring to the attention of the City any concerns they might have regarding said change. If any concerns still remain after discussing said changes with the City, the Union shall have fourteen (14) calendar days from the date of the discussion with the City to file a class action grievance. Such proposed change shall be subject to the grievance procedure contained herein.

8.4 ~~The City will continue to explore voluntary compliance with NFPA 1710. Said review shall in no way be considered endorsement or agreement with NFPA 1710 by the City.~~ Both the City and the Union recognize the importance and ~~complexity, as well as~~ the impact that NFPA 1710 would have on public safety issues.

ARTICLE 9
HOURS OF DUTY AND OVERTIME

9.1 Work Cycle - Variable

The work cycle and schedule for employees assigned to the variable work week shall be defined as 144 hours of work plus a 24 hour Kelly Day in a three week work cycle. Employees assigned to a variable work week shall receive one (1) 24 hour Kelly Day for every three week cycle. The department shall make every effort to utilize qualified volunteers for non-training TDY assignments which require changing the employee's work cycle from variable to the 40 hour work week.

Scheduling of Kelly Days shall be bid ~~determined~~ on and awarded on a semi-annual basis by bid by departmental seniority. At the time bids are taken for Kelly Days, the Fire Department shall announce the effective date for the new Kelly Days. Effective dates shall be the first available cycle after January 1 and July 4 of each year with the awarded Kelly dates publicized 30 (thirty) days prior to the effective date. Employees who transfer to a different district and/or shift shall retain their Kelly Day for the remainder of the six month period. Kelly Day rules will be published in a departmental issued directive within an accessible supporting technology.

9.2 Work Cycle - 40 Hour

The work cycle and schedule for employees assigned to the 40 hour work week shall be defined as 40 hours of work in a one week work cycle. The department may approve requests of employees on the forty-hour work week to specify their schedule in the form of four ten-hour days, five eight-hour days, or other acceptable combination.

9.3 The payroll period for employees on the variable or the 40 hour work week shall be six weeks with a payroll draw (payment) every two weeks (See Appendix C). The bi-weekly draw for employees on the variable schedule shall be based on the six week average which is 96 hours bi-weekly.

9.4 Overtime

Employees assigned to a variable work week shall receive payment at the rate of time and one-half for all hours actually worked in excess of 144 hours of work plus a 24 hour Kelly Day, in a three week cycle.

Employees assigned to a 40 hour work week shall receive payment at the rate of time and one-half for all hours worked in excess of 40 hours in a one-week cycle.

9.5 The term "hours worked" shall, for purpose of calculating overtime, include line of duty injury time, funeral leave, military leave, and union leave when utilized by the union elected officials, and all hours the employee is actually at work.

9.6 Payment for overtime over 300 hours made under this Section shall be considered special payments under the Fire & Police Pension Contract and shall not be pensionable under that contract.

9.7 Exchange of Time

Employees of the Fire Department shall be permitted to make voluntary in-grade changes of time of one duty day or less with the approval of the immediate supervisor and District Chief or Assistant Division Head. Volunteer exchange of time for more than one duty day or between employees of different rank or grade will ~~may~~ be permitted with prior approval of the Chief of Operations (or designee). Exchange of time submitted at a date greater than 30 (thirty) days in advance will be approved/disapproved no later than 30 (thirty) days prior to the date requested. All ~~Said~~ requests must be submitted to the Chief of Operations (or designee) for approval no later than two shift days prior to the effective date provided, however ~~that~~ exceptions can be made at the sole discretion of the Chief of Operations (or designee). Exchange of time between employees with different work schedules (variable vs 40 hours) shall not be authorized. No employee shall be entitled to overtime pay as the result of exchange of time.

9.8 Upon the reassignment of employees from one platoon to another platoon within the Department, said employees will be given a forty-eight (48) hour notice, and said

employee will be given time off from the first platoon so that his/her total hours in the pay period of his/her platoon change do not exceed the hours he/she would have worked but for the change; and further provided between the end of the last duty tour on the first platoon and the first duty tour on the reassigned platoon, there will be a minimum of two (2) hours off-duty time for each hour of on-duty time of the last duty tour on the first platoon.

9.9 Recall Employees called to work after having left for the day or on a regularly scheduled day off, or more than two (2) hours prior to the start of their regular scheduled tour of duty, shall be guaranteed a minimum of three (3) hours work.

9.10 When sickness, leave, etc., reduces the level of staffing available, the Fire Chief will be authorized, at his/her discretion, to utilize employees on overtime, on a voluntary basis. ~~making such assignments on a rotation basis by classification and shift from a list showing the names and order, by seniority. Such volunteers are to be called from the reserve shift at the time the need for overtime arises. An employee will not be offered a second overtime tour under this provision until all others on the list by classification are offered one.~~ The order of recall will be as follows: Voluntary/Priority 2 (personnel standing by at a TFR station with full gear and belongings), All Call, Priority 3 (personnel who did not report to the closest station) followed by mandatory. The accrual of voluntary overtime will run between January 1 until December 31. On January 1 of each year, all voluntary overtime accrual will be zero (0). For the purpose of the assignment of voluntary overtime when employees accrual are at zero (0) or there is a tie, the employee with the lowest seniority number will be placed at the top of the Voluntary overtime list for shift or peak rescue.

A voluntary overtime assignment for shift or peak rescue will be awarded to the employee that meets the requirements for said assignment and has the lowest amount of voluntary overtime accrual at the time of the voluntary overtime request. The method will be used anytime more than one (1) employee makes a request for voluntary overtime for shift or peak rescue.

9.11 When, for any reason, there is an insufficient number of employees who volunteer for overtime assignment, the Fire Chief will be authorized, at his/her discretion, to

utilize employees on overtime making such assignments on a rotation basis by classification and shift from the list showing all names on that shift by order and seniority. Such assignments are to be made from the reserve shifts with the preceding shift being called first at the time the need for overtime arises, with the employee with the least seniority in such classification being selected first. An employee will not be assigned a second overtime tour under this provision until all others on the list by classification have been assigned one. Mandatory overtime shall be paid at the rate of time and one-half for the overtime assignment, regardless of the total hours worked in the three week cycle.

9.12 The Fire Chief will be authorized to assign overtime as in 9.10 or 9.11 by assigning the same classification for the position vacant or by assigning an "on duty" employee to fill the vacant position at the same or higher classification and then by assigning an employee to overtime at the classification thus vacated.

9.13 The City acknowledges in principle that overtime should be equalized and will attempt to do so whenever such equalization does not interfere with the efficient operation of the Department. Any compensable overtime will be calculated hour-for-hour as it pertains to hiring of voluntary or catch up overtime. Mandatory overtime shall be paid at a rate of time-and-one-half for the overtime assignment, regardless of the total hours worked in the three week cycle.

9.14 Mandatory overtime as set forth in section 9.11 shall be distributed as equally as practical among the employees of the Fire Department, (all hours worked that are compensated at the overtime rate with the sole exception of mandatory overtime shall be compiled and used to decide the order of the voluntary overtime list), and a record of all mandatory overtime worked by the employees will be maintained.

9.15 An employee who is scheduled for a vacation or approved leave will not be considered available for either voluntary or mandatory overtime from the normal quitting time of his/her last regularly scheduled shift to the normal starting time of his/her first regularly scheduled shift following the absence, unless the Fire Chief determines an

emergency condition exists. Should this occur, the employee shall be paid at 150%, regardless of the total hours worked in the three week cycle.

~~9.16 An employee will not be required to work mandatory overtime falling between the end of his last regularly scheduled shift prior to his scheduled vacation and the normal starting time of his first regularly scheduled shift following his vacation, unless the Fire Chief determines an emergency condition exists. Should this occur, the employee shall be paid 150%, regardless of the total hours worked in the three week cycle.~~

9.16 ~~7~~ In the event that prior scheduled union business conflicts with assigned mandatory overtime for an officer or executive board member of the Union then the next person on the list will be called and the union official affected will go to the top of the list for the next overtime assignment.

9.17 ~~8~~ Any employee when off duty and required to attend a grievance arbitration hearing (Article 5.4) as a witness for the City shall be compensated for the time spent at the hearing as hours actually worked and as required mandatory overtime in accordance with Article 9.15.

9.18 ~~9~~ Time spent on late runs shall be considered mandatory overtime in accordance with Article 9.11 and shall be paid at 150%, regardless of the total hours worked in the three week cycle. This will include the completion of documentation related to the late run/runs by the company officer (up to 24 minutes per late run). If additional time is needed for documentation, approval of immediate supervisor is needed.

ARTICLE 10

WAGES

10.1 The City agrees to pay each bargaining unit employee according to the schedule in the Appendix A. Employees hired on or after October 1, 2008 shall be placed at Step 1 upon attainment of their Florida state paramedic certification. ~~Employees hired prior to October 1, 2008 that are below step 1 (steps EMT1, EMT2, or EMT3) shall be placed at step 1 upon attainment of their Florida state paramedic certification.~~

10.2 A step increase shall be awarded to an employee in pay grade F-1, upon satisfactory completion of the probationary period (one year); and annually thereafter, provided that the employee receives a satisfactory performance evaluation. The date of the step increase is considered the original Salary Review Date (SRD).

10.3 Promotions/Assignments. Employees who are promoted or assigned to positions in a higher pay grade shall be placed at the step of the higher pay grade with a minimum 3% increase as specified in Appendix D with an effective date of October 1, 2019.

10.4 Promotional Probation. Employees shall serve a promotional probation period of six months. The salary review date is not adjusted. The employee shall be eligible for a step increase up to the maximum step of the pay grade on the salary review date and annually thereafter provided that the employee receives a satisfactory performance evaluation.

10.5 Assignments. Employees who are placed in assignments (see Appendix A) shall be eligible for a one step increase on their original salary review date and annually thereafter up to the maximum of the pay grade, provided the employee receives a satisfactory performance evaluation. The salary review date is not adjusted.

10.6 Reassignments. Employees who are reassigned from an assignment to a prior position held by the employee shall be placed at the step of the pay grade equivalent to the

employee's length of service or time in grade as applicable. Placement shall not exceed the maximum of the new pay grade. The salary review date is not adjusted.

10.7 Demotions. Employees who are demoted from promotional positions after completion of the promotional probationary period shall be placed at the step of the new pay grade equivalent to the employee's length of service or time in grade as applicable. The salary review date is not adjusted. An employee demoted during the promotional probationary period shall be placed at the same step which the employee had prior to the promotion. The salary review date is not adjusted.

10.8 Transfer to Assistant Investigator/Inspector. Employees who have attained the rank of Paramedic (F-4), Rescue Lieutenant (F-5), or Captain (F-7), with the completion of the promotional probationary period for that job classification, when selected from a certified promotional list for a vacant or newly created Assistant Fire Inspector/Investigator position may retain their higher pay grade for a maximum of three years, at which time they shall meet the qualifications of Fire Inspector or Fire Investigator in order to be placed (or remain) at grade F-7.

10.9 In the event that an employee is on a suspension, leave of absence, or layoff for a cumulative period in excess of 30 days in said year, the employee's salary review date is delayed by the number of days over the 30 days; for employees serving probationary periods the salary review date is delayed for the complete cumulative period (including the 30 days). However, the salary review date is not adjusted when the leave of absence is a Workers' Compensation Leave of Absence. Salary review dates are not adjusted due to absences while on Workers' Compensation.

10.10 For purposes of implementing changes to the pay plan and step system, the salary review date for employees who are at grades F-3 and above as of October 1, 2008 shall be the salary review date in existence on October 1, 2008. This date will be maintained as the original salary review date for future promotions.

10.11 Salary administration for other transactions shall continue as specified in the City of Tampa Personnel Manual.

ARTICLE 11

SPECIAL ASSIGNMENTS

TA 1/17/20 1-17-2020

11.1 Special Assignments. Employees who are designated and assigned by the Fire Chief as Emergency Equipment Medical Supply Officer, Medical Support Officer, Airport Training Officer or other positions which meet the level of duties as determined by the Fire Chief with approval through the City budget process (job requisition) shall be placed at pay grade F-7 for the duration of the assignment. District Fire Chiefs who are designated and assigned by the Fire Chief as Division Chief (1A, 1B, 1C) shall be placed at pay grade F-11 for the duration of the assignment. Any other special assignment as approved by the City shall be paid at the rate below (11.2 through 11.12).

11.2 Hazardous Materials Team. Employees who are designated and assigned by the Fire Chief to the Hazardous Materials Team shall be paid a special payment of $50.00 in FY20, in FY21 $60.00, and in FY22 $70.00 per bi-weekly pay period. The Hazardous Materials Team shall be defined as those employees assigned permanently to the Hazardous Materials Stations and meeting Hazardous Materials designation requirements. A special payment of $30.00 in FY20, in FY21 $35.00, and in FY22 $40.00 per bi-weekly pay period shall be provided to those employees who are currently baselined and meeting the Hazardous Materials designation requirements. Said payment shall cease upon completion of the exit baseline. Payment shall be provided in accordance with section 11.12.

11.3 Tactical Medical Response Team/Water Rescue Team. Employees designated and assigned by the Fire Chief to the Tactical Medical Response Team/Water Rescue Team shall be paid a special payment of $50.00 in FY 20, in FY 21 $60.00, and in FY22 $70.00 per bi-weekly pay period. Payment shall be provided in accordance with section 11.12.

11.4 Emergency Medical Technician/Paramedic Pay/POR. Employees who hold or obtain a State of Florida EMT certification shall be paid $30.00 in FY20, in FY21 $35.00, and FY22 $40.00 bi-weekly. Employees who hold or obtain a State of Florida paramedic certification shall be paid $110 bi-weekly. Employees who receive the paramedic certification pay shall not also be eligible for EMT certification pay. Payment shall be

provided in accordance with Section 11.12. ~~The City intends to pursue, through future negotiations, the requirement that the paramedic certification pay contained herein shall require the employee to hold Paramedic of Record certification~~. Beginning with the date of the signing of this contract, employees who obtain the title of Paramedic of Record shall be paid $150.00 bi-weekly. Accordingly employees are encouraged to obtain the required Paramedic of Record certification.

11.5 Critical Care Team. Employees who have received department approved Critical Care Transport training and are assigned by the Fire Chief to the TFR Critical Care Transport Unit, shall receive a special payment of $130.00 ~~125.00~~ per bi-weekly pay period. A special payment of $65.00 ~~60.00~~ per bi-weekly pay period shall be provided to those employees who have received the applicable Critical Care Transport training and are utilized on the TFR Critical Care Transport Unit as the backup crew. Payments shall be provided in accordance with Section 11.12.

11.6 ARFF. Employees designated and assigned by the Fire Chief to the ARFF crews shall be paid a special payment of $50 in FY20, in FY21 $60.00 and in FY22 $70.00 per bi-weekly pay period. A special payment of $30.00 in FY20, in FY21 $35.00 and in FY22 $40.00 bi-weekly shall be provided to those employees designated and assigned by the Fire Chief as the ARFF Division backup crew and who have received the applicable FAR-139 training. Payment shall be provided in accordance with Section 11.12.

11.7 Marine Division. Employees designated and assigned by the Fire Chief to the Marine Division shall be paid a special payment of $50 in FY20, in FY21 $60.00 and in FY22 $70.00 per bi-weekly pay period. A special payment of $30.00 in FY20, in FY21 $35.00 and in FY22 $40.00 bi-weekly shall be provided to those employees designated and assigned by the Fire Chief as the Marine Division backup crew and who have received and passed the applicable OUPV course and completed the minimal (Rope Thrower) check-off procedures for Fireboat 1 or Fireboat 19 training. Payment shall be provided in accordance with Section 11.12.

11.8 Urban Search and Rescue Team. Employees designated and assigned by the Fire Chief to the Urban Search and Rescue Team (USRT) shall be paid a special payment of $50 per bi-weekly pay period. Payment shall be provided in accordance with Section 11.12.

11.9 Fire Investigators who maintain certification as a law enforcement officer (per the City of Tampa Police Chief) shall be paid a special payment of $50.00 in FY20, in FY21 $60.00 and FY22 $70.00 per bi-weekly pay period. Payment shall be provided in accordance with section 11.12.

11.10 Assistant Fire Inspectors and Fire Inspectors and other employees assigned to the forty hour work week shall receive a special payment in any bi-weekly pay period which includes one or more designated holidays per Article 22 and in which case the special payment shall be equal to an additional 8 hours of pay per the number of holidays in the pay period.

11.11. Employees designated and assigned by the Fire Chief as Paramedic Field Training Officers (PFTO) shall be paid a special payment of $50 in FY20, in FY21 $60.00 and in FY22 $70.00 per bi-weekly pay period. Payment shall be provided in accordance with Section 11.12.

11.12 Except as provided in section 11.4, should an employee be assigned to more than one of the assignments providing a special payment, the employee shall be eligible to receive only one special payment. These special payments of $125.00, $110.00, $50.00, $60.00, $30.00 or other rate established herein per bi-weekly pay period are based on 86¢, 76¢, 34¢, 41¢, 14¢ or other rate as applicable per hour at 150% ($1.29, $1.14, 52¢ 62¢, or 20¢ for 96 hours) and will not be compounded by overtime. Special payments shall begin with the first full pay period for the assignment.

11.13 Employees who are designated and assigned by the Fire Chief as indicated in Appendix A shall not be removed from the assignment in an arbitrary or capricious manner

and shall be provided notice of the reasons for removal of assignment. Removal from an assignment shall be subject to the grievance procedure.

11.14 K-9 Team. Under the current provision of the Fair Labor Standards Act, employees who are assigned by the Fire Chief to the K-9 team will be paid for the care of dogs after their normally scheduled work hours and shall be compensated at the rate of $ 8.00 per hour. The City and the IAFF hereby agree that an average of seven (7) hours per week is spent on such duties. Employees will not work beyond the seven hours established for these duties unless exigent circumstances indicate a need and only upon the approval of a supervisor. The parties further agree that it is the prerogative of the City whether time spent in excess of the above is necessary.

11.14.1 Whenever a K-9 team employee is eligible for overtime pay at 150%, the premium pay shall be based on the "weighted average" of the employee's two rates of pay (the one for fire services and the one for canine care) as required by the current provisions of the Fair Labor Standards Act. Training required by the department shall be scheduled during regular duty hours.

11.14.2 K-9 team employees will be charged with the appropriate leave whenever they work less than the regularly scheduled hours per week for fire duties but continue to perform canine care duties. The seven hours for canine care will not be counted towards the regularly scheduled work cycle.

11.14.3 K-9 team employees shall submit receipts for veterinary costs, K-9 equipment and dog food for reimbursement up to a maximum of $1,000.00 ~~660.00~~ per calendar year. For newly assigned team members or team members separating from employment the amount shall be pro-rated on a monthly basis.

11.14.4 The K-9 team shall continue to consist of a minimum of six members.

11.15 MacDill Air Force Base. Employees designated and assigned by the Fire Chief to the MacDill Air Force Base unit shall be paid a special payment of $50 per bi-weekly pay

period in FY20; in FY21 $60.00 and in FY22 $70.00. A special payment of $30.00 per bi-weekly pay period on FY20, in FY21 $35.00 and in FY22 $40.00 shall be provided to those employees who have received security clearance and the applicable training and are utilized as the backup crew. Payment shall be provided in accordance with section 11.12.

ARTICLE 12

PROMOTIONAL VACANCIES/WORKING OUT OF CLASS

TA 1/17/20 1-17-2020

12.1 The Union agrees that an employee may be required to work at a position above his/her regular classification. Compensation for working out of class is included in consideration of the wage rates provided herein.

12.2 The City will fill promotional vacancies within 60 calendar days. The City will make every effort to maintain current eligibility lists.

12.3 Employees designated to serve in a higher classification from F-1 to F-3, from F-1 to F-4, from F-3 to F-4, from F-4 to F-5, from F-5 to F-7, from F-3 to F-7 from F-7 to F-10 or F-10 to M-E or F-11 shall be given credit for all time worked ~~for periods of 4 consecutive hours or more~~ and paid 60 cents per hour. Beginning FY21, they shall be paid $1.20 per hour and beginning FY22, they shall be paid $1.40 per hour. Employees assigned to a forty hour work week, who serve in these higher classifications shall be given credit for all hours worked~~compensated for periods of three (3) consecutive work days or more~~. These special payments shall not be compounded by overtime and shall be included in earnings subject to deduction for pension fund payment.

For purposes of this section, the City shall attempt to minimize out of class work. It is further understood that the rates calculated per employee result in payments which are considered to be at 150% and are not included in any overtime calculations.

12.4 In so far as operationally feasible, employees on the applicable Civil Service eligibility list will be given preference in the assignment of such out of classification work. Accordingly, any expected vacant assignment (i.e. when manning assignments are made for the next duty day), shall be filled with an employee on the applicable Civil Service eligibility list for that shift. The Fire Chief (or designee) shall monitor the distribution of out of class work to ensure that guidelines are being followed and that no employee is barred from out of class opportunities. Unexpected vacant assignments may be filled with an employee not on the applicable Civil Service eligibility list. It is further understood that for

training purposes, assignments to out of class work may occasionally be filled with employees not on the applicable Civil Service eligibility list.

ARTICLE 13

LONGEVITY AWARD

TA 11/17/20 1-17-2020

13.1 Employees who are on the payroll as of November 30 who have completed at least five years of continuous employment with the City are eligible to receive an annual longevity award which is paid after November 30 of each year.

13.2 Continuous employment is defined as the period of employment not interrupted by resignation, dismissal, or quitting without notice.

13.3 An eligible employee is given credit for any period of temporary or limited term status if the employment with the City has been continuous.

13.4 An eligible employee who works full time at least forty hours per week is awarded:

For Service

Of At Least	But Less Than	The Amount Is
5 years	10 years	~~.1% but not less than~~ $500
10 years	15 years	~~.2% but not less than~~ $750
15 years	20 years	~~.3% but not less than~~ $1,000
20 years	25 years	~~.5% but not less than~~ $1,250
25 years	--------	~~.6% but not less than~~ $1,500

~~The percentage amount of payment shall be calculated on the sum of the employee's gross pay inclusive of overtime for the prior fiscal year.~~

13.5 Pro-Rata Awards - Leave of Absence or Suspension. If an eligible employee is suspended, on layoff, or on a leave of absence (except for a Workers' Compensation Leave of Absence) for more than thirty (30) consecutive calendar days during one year (from one November 30 to another November 30), he/she receives a prorated longevity award for that year. One-twelfth of the annual amount is deducted from the annual award for each month and any portion of the month that the employee is suspended, on layoff, or on a leave

of absence (except for a Workers' Compensation Leave of Absence) in excess of thirty (30) consecutive days. Longevity awards are not adjusted due to absences while on Workers' Compensation.

The total number of months that the eligible employee is on a leave of absence, layoff or suspension is deducted from the number of months of continuous service when calculating future longevity awards and the pro-rated longevity award at the employee's termination.

13.6 Pro-Rata Awards - Resignation. When an employee who has completed at least five (5) years of continuous service voluntarily terminates or retires from the City, he/she receives a pro-rated longevity award. The pro-rata amount shall be figured on a monthly basis with fifteen (15) days or more counting as a full month and pro-rated on the length of continuous employment as of the employee's last anniversary. An eligible employee who voluntarily terminates or retires after the anniversary of his/her 5th, 10th, 15th, 20th, or 25th year of employment but prior to November 30 receives a pro-rated award based on the number of years completed service and not the amount of the previous year's award. Pro-rata separation awards shall be based on the dollar amounts listed in 13.4.

13.7 The Longevity Award provided in this article above will be included in earnings subject to deduction for pension fund payment.

ARTICLE 14

OFF DUTY COURT TIME/JURY DUTY

14.1 Off Duty Court Time. Employees required, on a duty related matter during non-working hours (off duty), to attend court or any other City legal matter in response to subpoena will be compensated as provided herein.

14.1.1 Any employee covered by this Agreement who is required by subpoena to appear in Court during off duty hours on any matter arising out of his/her employment shall be compensated with a minimum of three hours compensation at the overtime rate. ~~For off duty court appearances of two hours or less, the employee shall be guaranteed payment of two hours pay.~~

14.1.2 For off duty court appearances in excess of 4.5 ~~two~~ hours, an employee shall receive payment for all hours during his/her appearance.

14.2 Jury Duty. Any employee who is subpoenaed by a government unit to either serve as a juror or a witness on behalf and at the request of a government jurisdiction (whether in court or through a sworn deposition) will receive full pay for the hours during which the employee is in attendance in such activities during the employee's working hours (on duty).

A. A governmental unit is defined as an agency or office of Federal, state, or municipal government.

B. This policy does not apply when the employee is subpoenaed in the following instances:

1) When an employee is a defendant or plaintiff in a civil suit or criminal case;

2) When an employee is subpoenaed by a defendant's attorney in a criminal case in a non-duty related matter;

3) When an employee is subpoenaed by any party in a civil action in which a government is not a party;

4) When an employee is subpoenaed by the non-government party in a civil action in which a government is a party on a non-duty related matter.

14.2.1 The employee will notify his/her immediate supervisor as far in advance as possible of the impending jury duty or court attendance for necessary adjustment of assignments.

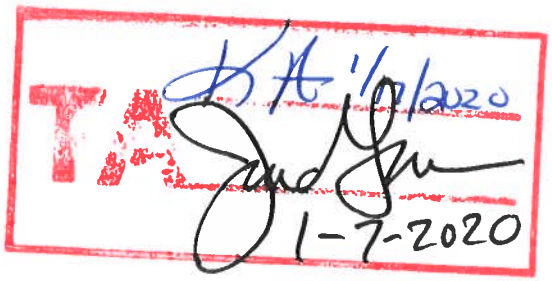
14.2.2 The immediate supervisor may request that the employee present proof of the subpoena and attendance in court before authorizing payment for this leave.

14.2.3 An employee who attends jury duty or court for only a portion of a shift will report to duty when excused or released from the court, provided however that, at the request of the court, employees on the variable work schedule shall not be required to return to duty after completing jury service as a juror if the employee must return to jury service as a juror on the following day.

14.2.4 The employee may retain all fees for jury duty, court attendance, or making a sworn deposition. Employees are prohibited from accepting "expert witness" fees for testimony related to their employment. "Expert witness" fees shall be turned over to the City of Tampa Treasurer's office. Employees may accept "expert witness" fees only when testimony is off duty (or on annual leave), not related to City of Tampa matters, and otherwise does not interfere or conflict with employment.

ARTICLE 15

ANNUAL LEAVE



15.1 Definition. Employees accrue annual leave as provided herein. Annual leave is an authorized absence from regularly scheduled work hours which has been approved by the Fire Chief or his/her designee. Annual leave may not be used by a candidate for public office or to cover repeated tardiness.

15.2 Rate of Leave Accrual. Annual leave shall accrue for employees assigned to a variable work week for hours worked on the basis of 4.8 hours for each bi-weekly payroll period (for example, employees actually working or on paid leave for 120 hours in a payroll cycle accrue 6.0 hours; if 96 hours accrue 4.8 hours; if 72 hours accrue 3.6 hours). Annual leave shall accrue for employees assigned to a forty (40) hour work week for hours worked on a basis of 3.8 hours for each bi-weekly payroll period.

15.3 Bonus Hours. Bonus hours will be credited annually to the employee's annual leave account for each five (5) years of continuous service (see Article 7.1c) according to the schedules contained herein. These additional hours shall accrue on the first day of the payroll cycle at the beginning of the new calendar year. The additional hours will thus be indicated on the following paycheck (for example, bonus hours are accrued on January 8, 1984; hours appear on the paycheck for that period issued on January 13, 1984). Bonus hours can be utilized after their accrual subject to proper request and scheduling as provided in this Agreement.

Variable Work Week:

For Service Of At Least	But Less Than	Bonus Hours
5 years	10 years	19.2
10 years	15 years	28.8
15 years	20 years	57.6
20 years	25 years	76.8
25 years	--------	86.4

Forty Hour Work Week:

For Service Of At Least	But Less Than	Bonus Hours
5 years	10 years	16
10 years	15 years	24
15 years	20 years	48
20 years	25 years	64
25 years	--------	72

15.4 Maximum Accumulation. A total of 312 hours of annual leave is the maximum that may be carried past the end of the calendar year for variable work week employees. Forty (40) hour work week employees may carry a maximum of two hundred forty (240) hours past the end of the calendar year. Any accumulation above the maximum as of the last day of the payroll cycle each calendar year shall be transferred to the employee's sick leave account (for example, transfer of hours occurs on January 7, 1984; hours appear on the paycheck for that period issued on January 13, 1984).

15.5 Partial Accumulation and Disqualification. In the month in which an employee is hired or separated, partial annual leave shall accrue according to the first or last day the employee actually worked or was on paid leave. Anytime during which the employee is on any type of leave without pay (i.e., suspensions, leave of absence, unpaid military leave, absence without pay, absence without leave) shall not be credited towards the calculation of annual leave accrual for the payroll period.

15.6 Request for Annual Leave. ~~A request for annual leave shall be submitted on approved forms. Leave may be taken only after approval by authorized personnel.~~ A bid for scheduled vacation will occur once a year prior to the new calendar year and shall be submitted on approved forms. Selection of scheduled vacation shall be based on departmental seniority insofar as department needs permit. Request for annual leave throughout the remainder of the calendar year will be submitted in Telestaff. Leave may be taken only after the approval by authorized personnel. Nothing in this article shall be construed to guarantee any vacation in excess of that time that can be scheduled by use of an employee's accumulated vacation hours. Every employee who has completed one (1)

year of service shall be afforded the opportunity to schedule two (2) weeks of annual leave in accordance with published vacation schedule if properly requested. Employees shall not be authorized the use of annual leave until after completing six months of the entrance probationary period.

15.7 Kelly Day. When an employee assigned to a variable work week has a scheduled "Kelly Day" fall during his vacation, he will not be charged annual leave for the "Kelly Day" as this is not a scheduled work day.

15.8 Scheduling Annual Leave. Annual leave may be scheduled by unit employees assigned to a variable work week as follows:

1st Round Selection		Scheduling Entitlement
1 through 10 years	=	2 consecutive calendar weeks
11 through 19 years	=	3 consecutive calendar weeks
20 and Over	=	4 consecutive calendar weeks

provided that only 3 weeks may be scheduled during the months of June, July, August, November and December

2nd Round Selection		Scheduling Entitlement
All Fire Fighters	=	2 calendar weeks

15.9 Scheduling Caps. The maximum number of individuals to be scheduled per shift per vacation period for a calendar year shall be determined by the Fire Chief for first and second round vacation selections. This number shall be not less than 13 with any fraction rounded to the next higher whole number of the fiscal year's budgeted combat platoon strength. ~~This number shall be increased to 14 after staffing is completed for Station 23.~~ The number of personnel to be scheduled per shift on annual leave will be 7.7% of the available personnel on each shift minus those personnel on Kelly leave. The 7.7% number will be established at the beginning of each fiscal year.

15.10 In the scheduling of annual leave the Fire Chief shall meet with the Union President prior to determining reasonable scheduling caps as set forth above. Annual leave rules will be published via a departmental directive.

~~15.11 Selection of scheduled vacation shall be based on departmental seniority insofar as the department needs permit.~~

~~15.12 The scheduling entitlement contained in this Article is allowable to each employee with the specified years of service provided that he has accumulated vacation time sufficient to use the scheduling entitlement. Nothing in this Article shall be construed to guarantee any vacation in excess of that time that can be scheduled by use of an employee's accumulated vacation hours.~~

~~15.13 After the vacation schedule is published and distributed, additional annual leave may be requested subject to the approval of the Fire Chief.~~

~~15.14 Annual leave requests of less than one (1) week may be granted at the discretion of the Fire Chief or his designated representative.~~

15.11 5 Request for annual leave will not be denied in an arbitrary nor capricious manner.

15.12 6 In the event that an employee's assigned hours permanently change from the variable work week to the forty (40) hour work week, the employee's annual leave balance shall be converted based on multiplication of the current balance by 83.3%. Should an employee's assigned hours change from the forty (40) hour work week to the variable work week, the employee's annual leave balance shall be converted based on multiplication of the current balance by 120.05%. The conversion is effective with the date of the first bi-weekly pay period the employee begins work in that position. Accordingly, if the employee's hours change mid-payroll cycle, the conversion does not occur until the next cycle. Permanent changes are considered to be those when an employee is fulfilling a position with those specified hours excluding situations of light duty, attendance as training, or

temporary assignment at the Training Division. For situations of light duty, attendance as training, or temporary assignment at the Training Division the City will not convert the leave balances but will utilize the manual ratio to record hours worked per Appendix B.

15.13~~7~~ Payment of Unused Annual Leave. When an employee assigned to a variable work week separates from employment he shall be paid in a lump sum for all unused annual leave up to a maximum of 312 hours except when the employee has less than six months of continuous service with the City; or fails to give two weeks notice of the resignation, the employee shall loose twenty four (24) hours of annual leave for each work day short of the fourteen (14) calendar days notice not to exceed 96 hours). An employee who is assigned to a forty (40) hour work week shall be treated in the same manner described above except that the maximum paid unused annual leave shall be 240 hours, with eight hours deducted for each calendar day short of 14 days. The City will explore the possibility of permitting employees (or their legal heirs) the option of receiving payment of unused annual leave, as provided herein, upon separation or delaying payment to a future, specified date.

City of Tampa/IAFF 10/1/2016-9/30/2019
TA 1/17/2020
1-17-2020

ARTICLE 16

SICK LEAVE

16.1 Sick Leave Accumulation. Employees who are assigned to a variable work week shall accrue sick leave for hours actually worked on a basis of 4.8 hours for each bi-weekly payroll period (for example, employees actually working or on paid leave for 120 hours in a payroll cycle accrue 6.0 hours; if 96 hours accrue 4.8 hours; if 72 hours accrue 3.6 hours). Employees who are assigned to a forty hour work week shall accrue sick leave for hours actually worked on the basis of 3.8 hours for each bi-weekly payroll period.

16.2 Accumulation Unlimited. There shall be no maximum amount of sick leave which an employee may accumulate.

16.3 Partial Accumulation and Disqualification. In the month in which an employee is hired or separated partial sick leave shall accrue according to the first or last day the employee actually worked or was on paid leave. Anytime during which the employee is on any type of leave without pay (i.e., suspensions, leave of absence, unpaid military leave, absence without pay, absence without leave) shall not be credited towards the calculation of sick leave accrual for the payroll period.

16.4 When Sick Leave is Permissible. Sick leave shall be allowed only in cases of actual sickness or disability of the employee; necessary appointments with physicians or dentists; confinement to home because of quarantine. Employees may be required to present acceptable medical substantiation from a licensed physician. Acceptable medical substantiation from a licensed physician shall be required in the case of a concerted use of sick leave (i.e., predetermined day that a group of employees request sick leave). An employee may be authorized sick leave as soon as it is accrued. An employee assigned to the variable work schedule may be granted a maximum of 72 hours of sick leave per calendar year in order to provide care of an ill child, spouse, other legal dependent, parent or family member. An employee assigned to the forty hour work schedule may be granted a maximum of 48 hours of sick leave for this purpose. However, an employee with an absence approved in compliance with the provisions of the Family Medical Leave Act

(FMLA), may utilize their available sick leave balance (beyond the limitations of 72 hours or 48 hours of provided in this section) for the duration of the FMLA approved absence (a maximum of 12 weeks).

The City will continue to require medical substantiation when any employee utilizes sick leave contiguous with separation from employment.

16.4.1 Personal Use. Any employee, who is assigned to a variable work week, may be granted a maximum of 48 hours of accrued sick leave per calendar year for personal (non-illness) purposes. Any employee, who is assigned to a forty hour work week, may be granted a maximum of 40 hours of accrued sick leave per calendar year for personal (non-illness purposes). Employees who are assigned to a variable work week with ten or more years of continuous service may be granted a maximum of 57.6 hours of accrued sick leave per calendar year for personal (non-illness) purposes. Employees assigned to a forty hour work week with ten or more years of continuous service may be granted a maximum of 48 hours of accrued sick leave per calendar year for personal (non-illness) purposes. This time may not be utilized on a city designated holiday or contiguous to the employee's separation from employment.

16.5 Request for Sick Leave. To receive paid sick leave, the employee shall request sick leave within the time limits prescribed in Fire Rescue Department Rules and Regulations.

16.6 Should any employee be on sick leave at the time his scheduled annual leave begins that employee shall remain on sick leave with the scheduled annual leave period deferred until the employee returns to duty, unless after exhaustion of all accumulated sick leave, the employee has exhausted annual leave before returning to duty.

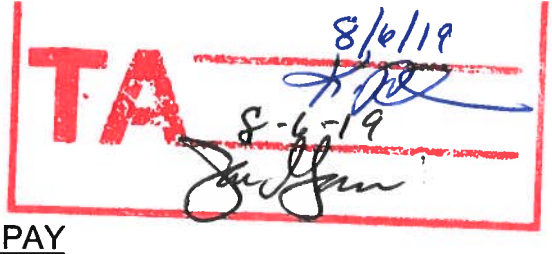
16.7 When Sick Leave is Exhausted. When the employee exhausts his sick leave, there shall be no advancement or borrowing of any type of leave from the employee's own leave account. The employee may be authorized to use accrued annual leave, leave without pay, or request a medical leave of absence for periods of fourteen (14) days or

more. The Sick Leave Bank in existence prior to this Agreement shall be continued. All employees of the unit shall be eligible for use of the sick leave bank when authorized and approved by the Sick Bank Committee. The decision to approve or disapprove use of time from the Fire Sick Leave Bank shall not be subject to the grievance and arbitration procedure. The Fire Chief and the Director of Human Resources (or designee) shall process personnel/payroll forms for sick leave bank use in accordance with the determination made by the Sick Bank Committee.

16.8 In the event that an employee's assigned hours permanently change from the variable work week to the forty (40) hour work week, the employee's sick leave balance shall be converted based on multiplication of the current balance by 83.3%. Should an employee's assigned hours change from the forty (40) hour work week to the variable work week, the employee's sick leave balance shall be converted based on multiplication of the current balance by 120.05%. The conversion is effective with the date of the first bi-weekly pay period the employee begins work in that position. Accordingly, if the employee's hours change mid-payroll cycle, the conversion does not occur until the next cycle. Permanent changes are considered to be those when an employee is fulfilling a position with those specified hours excluding situations of light duty, attendance at training, or temporary assignment at the Training Division. For situations of light duty, attendance at training, or temporary assignment at the Training Division the City will not convert the leave balances but will utilize the manual ratio to record hours worked per Appendix B.

16.9 Unused Sick Leave. Upon separation of any kind, the employee shall lose any and all claim to unused sick leave accumulation. Employees granted a longevity, disability or deferred retirement from the City under any pension plan shall be paid in a lump sum for one-half of the accumulated sick leave balance at the rate of pay in effect as of the date of separation. Upon the death of the employee, the employee's legal heirs shall be paid a lump sum for 75% of the accumulated unused sick balance at the employee's last rate of pay. The City will explore the possibility of permitting employees (or their legal heirs) the option of receiving payment of unused sick leave, as provided herein, upon separation or delaying payment to a future, specified date.

16.10 Should any employee have an emergency arise while on duty which would necessitate getting off; the City agrees said employee shall be allowed the utilization of the appropriate leave. The employee, when requesting authorization, shall provide explanation of the emergency and the duration of the leave. Abuse of this privilege shall be grounds for disciplinary action.



ARTICLE 17

ABSENT WITHOUT PAY

17.1 Definition. An absence without pay ("AWP") is an authorized absence for any part of a work day which is approved in writing.

17.2.1 Use of Absence Without Pay. An absence without pay is only to be administered on an emergency basis. It may not be used to cover repeated tardiness nor when an employee has accrued annual leave.

17.2.2 In the event that an employee has exhausted annual and/or sick leave balances, the District Chief or immediate supervisor may authorize an absence without pay for legitimate purposes up to a maximum of 24 hours in a calendar year. Additional absences without pay may be authorized at the discretion of the Fire Chief, however, no employee may be authorized more than 96 hours of absence without pay in a calendar year.

17.2.3 Additional absences without pay for extraordinary circumstances may be authorized by the Fire Chief provided that contiguous periods of 96 or more hours of absence shall require the applicable Leave of Absence status per Article 20.

17.2.4 Absences without pay shall not be credited towards the accrual of sick or annual leave.

ARTICLE 18

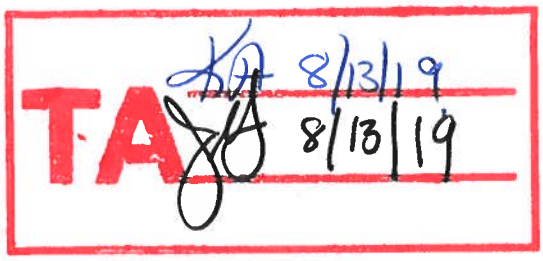
ABSENT WITHOUT LEAVE

18.1 Definition. An absence without leave ("AWL") is an absence for all or any part of a work day which is not approved in writing.

18.2.1 Use of Absence Without Leave. An absence without leave is administered as corrective disciplinary action and must be accompanied by written documentation in the form of a reprimand or other disciplinary action.

18.2.2 An employee who is absent without leave for three consecutive work days may be dismissed as quit without notice.

18.2.3 Absences without leave shall not be credited towards the accrual of sick and annual leave.



ARTICLE 19

FUNERAL LEAVE

19.1 Should death occur in the immediate family of an employee, the employee may be authorized a maximum of three eight hour periods of paid funeral leave (i.e., one 24 hour shift for variable work week, three 8-hour work days for forty hour work week). This leave is not deducted from the employee's sick or annual leave. Funeral Leave utilized by an employee shall be considered time worked, and will be included in the employee's calculation of overtime.

A. The immediate family is defined as spouse, daughter, son, sister, brother, mother, father, mother-in-law, father-in-law, or any other member of the employee's immediate household. For domestic partnerships, this shall include the equivalent immediate family as listed herein.

B. Based on individual circumstances, the employee may request and the Fire Chief may extend funeral leave to another twenty-four (24) hours for variable work week employees or sixteen (16) hours for forty hour work week employees. The extra hours are deducted from the employee's sick or annual leave at the employee's discretion.

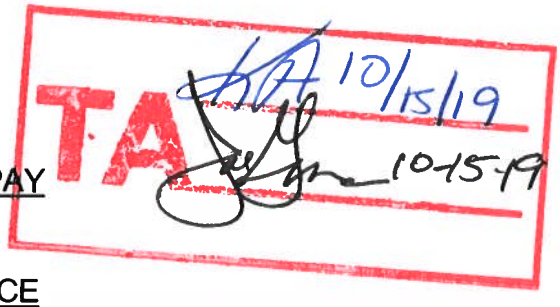
19.2 In the event of a death of a relative, the employee may be authorized a maximum of twenty-four hours of paid funeral leave (i.e., one 24 hour shift for variable work week, three 8-hour work days for forty hour work week). This leave is not deducted from the employee's sick or annual leave.

A. A relative is defined as grandson, granddaughter, grandparents, aunt, uncle, brother-in-law, sister-in-law, nephew or niece. For domestic partnerships, this shall include the equivalent relative as listed herein.

B. Based on individual circumstances, the employee may request and the Fire Chief may extend funeral leave to another twenty-four (24) hours for variable work week employees or sixteen (16) hours for forty hour work week employees. The extra hours are deducted from the employee's sick or annual leave at the employee's discretion.

ARTICLE 20

LEAVE OF ABSENCE WITHOUT PAY



20.1 MEDICAL AND PERSONAL LEAVE OF ABSENCE

20.1.1 Definitions and Eligibility. A personal or medical leave of absence without pay may be granted to employees who have completed at least one year of continuous service. A leave of absence is a privilege the City may grant employees, not a right to which they are entitled. A personal leave of absence without pay may be granted to an employee for special education, personal business, family illness, and other approved reasons. A medical leave of absence without pay may be granted to an employee for medical reasons as certified by a licensed physician. A medical leave of absence request must include a physician's certification of illness or maternity and an expected return to work date. Medical leave shall be granted only after all sick leave benefits in excess of 48 hours have been exhausted for employees on the variable work week and 40 hours for employees on the 40 hour work week. Medical leave of absence for maternity reasons will be considered for only the period of actual employee disability as certified by a licensed physician. Employees may request a personal leave of absence, to commence upon the expiration of a medical leave of absence for maternity reasons, for the purpose of extended care of the infant.

20.1.2 Authorization. Prior to reinstatement from a medical leave of absence without pay, the City shall require acceptable medical authorization to return to work from a licensed physician on a TFR 10. A personal or medical leave of absence may be granted for a specific period greater than fourteen (14) calendar days but not to exceed ~~in excess of~~ six (6) continuous calendar months. The Fire Chief (or designee) may grant~~)~~ an extension of personal or medical leave ~~extension periods~~ for a period of time up to an additional six (6) continuous calendar months, to the original leave of absence with the approval of the Director of Human Resources, for a maximum total of twelve (12) continuous months . A period of less than fourteen (14) calendar days may be granted as excused Absent Without Pay ("AWP") at the discretion of the Fire Chief.

20.1.3 Benefits. All employee benefits, except as otherwise provided herein, shall cease during a personal leave of absence. Health and life insurance may ~~can~~ be continued

at the employee's expense. In the event that an employee is granted a medical leave of absence, the employee shall continue to receive the same health and life insurance benefits as when the employee was active for a maximum of six (6) months. The total cost of this insurance shall become the expense of the employee if an extension to a leave of absence is granted. Failure of the employee to remit said costs to the City shall result in cancellation of insurance and the employee will be subject to any re-enrollment procedures required by the City's group insurance policies. Employees who are enrolled in dental and/or other optional insurance policies are responsible for contacting the applicable company to arrange for direct payments to continue coverage. Failure to make payments will result in the company canceling coverage. The length of any leave of absence (except for a Workers' Compensation Leave of Absence) in excess of thirty (30) consecutive calendar days shall not be credited towards continuous service for the purpose of calculating longevity awards, bonus annual leave hours, salary review dates, or seniority.

20.1.4 Reinstatement of Position. The expiration of a leave of absence shall continue to be indicated on the Request for Leave of Absence Without Pay form and/or the Request for an Extension to a Leave of Absence Without Pay form as notification to the employee of the duration of the absence. Prior to the expiration date of the employee's personal or medical leave of absence, the employee shall submit a Request for Reinstatement from a Leave of Absence form or a Request for an Extension to a Leave of Absence Without Pay form in accordance with Article 20.1.2 and 20.1.5. Upon the expiration of an approved leave of absence, the employee shall be reinstated to the classification occupied at the time the leave was granted. Seniority, except as otherwise provided in this Agreement, rate of pay, and other benefits shall commence upon return to work. No position held by an employee who is on an approved leave of absence may be filled on permanent basis; however, the position may be filled on a limited term basis.

20.1.5 Termination of Leave. At the expiration of the Leave of Absence (or extension to the Leave of Absence), an employee will be terminated if the employee fails to submit and receive approval on the Request for Reinstatement from a Leave of Absence form in accordance with Article 20.1.4, or fails to submit and receive approval for an Extension to Leave of Absence Without Pay form in accordance with Article 20.1.4 unless the employee

has chosen to voluntarily resign or has retired. The failure of an employee to report promptly to duty at the expiration of the leave of absence shall be just cause for termination of the employment. An employee shall be subject to immediate termination if the employee accepts other employment contrary to the purposes of the leave of absence during the approved leave of absence.

20.2 WORKERS' COMPENSATION LEAVE OF ABSENCE. A Workers' Compensation Leave of Absence is provided to an employee who, after having reached Mmaximum Mmedical limprovement (MMI) or after twelve (12) months of temporary total disability has ~~not~~ been unable to perform the duties of his/her position; and who is otherwise eligible as specified herein. This applies only when light duty, per Article 33.5, is not assigned. The Workers' Compensation Leave of Absence enables the employee to continue to recuperate.

20.2.1 Definitions. Maximum Medical Improvement - The date after which further recovery from, or lasting improvement to, an injury or disease can no longer reasonably be anticipated, based upon medical probability. ~~Only the~~ Pphysician(s) authorized by the City of Tampa Claims Section can ~~is authorized to~~ determine a date of Mmaximum Mmedical limprovement. ~~date.~~

20.2.2 Temporary Total Disability - The recuperative period of time during which an individual is ~~not~~ unable to perform his/her duties at full capacity. Only the physician(s) authorized by the City of Tampa Claims Section may ~~is authorized to~~ determine the temporary total disability recovery date.

20.2.3 Eligibility. All employees, regardless of length of service, are eligible for a workers' compensation leave of absence. The decision to place an employee on this leave is at the discretion of the Fire Chief (or designee) with the concurrence of the Director of Human Resources. This action does not require a request from the employee.

20.2.4 Benefits. Benefits shall be in accordance with medical leave of absence policies described in 20.1.2. Continuous service (calculation of longevity award, bonus

annual leave hours, salary review dates, and seniority) is not adjusted due to a Workers' Compensation Leave of Absence. The position held by an employee on this leave may be filled on a temporary basis as determined by the Director of Human Resources.

20.2.5 Length. A workers' compensation leave of absence may be granted for a specific period greater than fourteen (14) calendar days but not to exceed ~~in excess of~~ six (6) continuous calendar months. The Fire Chief (or designee) may grant an extension of a Workers' Compensation Leave of Absence ~~period~~ for a period of time not to exceed ~~up to~~ an additional six (6) continuous calendar months, to the original leave of absence with the approval of the Director of Human Resources, for a maximum total of twelve (12) continuous months. A period of less than fourteen (14) calendar days may be granted as excused Absent Without Pay ("AWP") at the discretion of the Fire Chief.

Exceptions.

a. An employee who is determined by a workers' compensation treating physician to have reached M~~m~~aximum M~~m~~edical ~~i~~improvement and who does not file within forty-five (45) calendar days a complete application (as determined by the Police & Fire Pension Fund) for disability retirement with the Board of Trustees of the Fire and Police Pension Fund shall be granted Workers' Compensation Leave of Absence per Article 20 (up to a period of twelve (12) continuous calendar months from the date of Maximum Medical Improvement). In the event that the twelve (12) month period will expire before the Fire and Police Pension Board has made its final determination regarding retirement, the employee may apply for a special extension to the Workers' Compensation Leave of Absence. Prior to the expiration of the Workers' Compensation Leave of Absence date, the employee must submit an Extension to a Leave of Absence Without Pay form. The Director of Human Resources may grant a request for a special extension to the Workers' Compensation Leave of Absence for a period of thirty (30) calendar days. Only one 30 day extension will be granted. At the end of the 30 day extension period, the employee will be separated from employment if no determination

by the Police & Fire Pension Fund has been made. ~~The employee can apply for additional special extensions.~~

b. An employee who has reached Maximum Medical Improvement ~~MMI~~ as determined by a workers' compensation treating physician and who files a complete application (as determined by the Police & Fire Pension Fund) for disability retirement with the Board of Trustees of the Fire and Police Pension Fund within forty-five (45) calendar days after ~~of~~ reaching M~~m~~aximum M~~m~~edical improvement, shall be granted a Workers' Compensation Leave of Absence. Extensions shall be granted up to thirty (30) calendar days following final action by the Board of Trustees of the Fire and Police Pension Fund on the application for disability retirement; provided however, that under no circumstances shall the Workers' Compensation Leave of Absence exceed fifteen (15) continuous calendar months unless a special extension is granted by the Director of Human Resources.

c. The time periods listed above shall also apply to Light Duty in Lieu of Workers' Compensation Leave of Absence (Article 33.5).

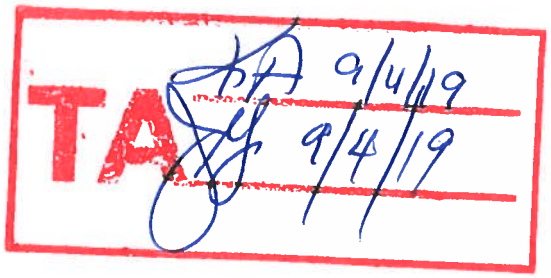
20.2.6 Reinstatement. Any reinstatement shall require acceptable medical substantiation by the employee's examining physician. If the employee's physical condition is such that the employee is able to perform the job, the employee will be reinstated to the classification occupied at the time the leave was granted. All benefits shall commence again when an employee is reinstated to a former or new position.

20.2.7 Termination of Leave. At the expiration or termination of the workers' compensation leave of absence (or Light Duty in Lieu of Workers' Compensation Leave of Absence per Article 33.5), an employee will be terminated unless the employee has returned to full duty with the City of Tampa employment, ~~or~~ has chosen to voluntarily resign, ~~or~~ has retired or has been given a special extension. Should the employee retire or resign, no effect on the employee's pension claim shall occur subject to the provisions of 20.2.4 or any other applicable provisions of the Agreement. An employee shall be subject to immediate

termination if the employee accepts other non-City employment contrary to the purposes of the leave of absence during the approved leave of absence. The preceding sentence shall not be applicable to the seeking or acceptance of employment pursuant to the wage loss provisions of the Workers' Compensation Act provided that the employee notifies the City of the seeking and acceptance of such employment.

ARTICLE 21

MILITARY LEAVE



21.1 Annual Military Leave. Annual military leave due to the request of the armed forces to fulfill regular military duties, field training, and/or military obligations, and not exceeding 240 hours for 40 hour employees (312 hours for variable week employees) in one calendar year shall be provided to employees.

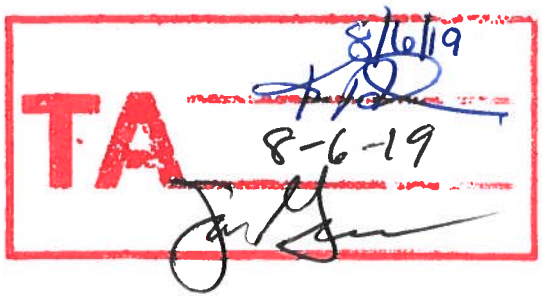
(1) All employee benefits, including pay, shall continue at the same rate during annual military leave

(2) Upon return from annual military leave, the employee shall return to the same position held prior to taking leave. An employee with temporary status shall be allowed to return to the position held prior to military leave provided the position has not been eliminated during the leave.

21.2 Military Leave of Absence. A military leave of absence shall be granted according to federal and state regulations. The employee has the option to use all accumulated annual leave prior to the military leave of absence. Any sick leave accumulated prior to the military leave of absence shall remain available to the employee upon reinstatement.

ARTICLE 22

HOLIDAYS



22.1 Designated Holidays. The eleven (11) days during the fiscal year specified by the City to be official holidays shall be observed and shall be posted within thirty (30) days of determination. One additional holiday shall be awarded as a Floating Holiday as provided in 22.6 below.

22.2 Calculation of Pay. Each employee who is on a variable work week schedule shall receive an additional 9.6 hours of pay for each of said holidays.

22.3 In order for an employee assigned to the forty hour work week to receive the holiday off with pay, the employee shall have worked the last scheduled work day before, and the first scheduled work day after the designated holiday, unless the absence has been authorized in writing by the department. An authorized absence is any absence other than Absence Without Leave (AWL). Eligible employees who are not required to work on a holiday when it falls on a regularly scheduled work day shall receive 8 hours of compensation at the regular rate of pay. Employees required to work on a designated holiday shall receive compensation for all hours worked in addition to the 8 hours of compensation at the regular rate of pay.

22.4 In the event that a designated holiday occurs when an employee assigned to the forty hour work week is on authorized sick or annual leave, the employee shall receive holiday compensation at the regular rate and will not be charged sick or annual leave for that day.

22.5 When necessary the Fire Chief shall rotate the three combat platoons to prevent the personnel of any one platoon from working on Christmas Day more than one time in any three year period. This shall occur during leap year as determined by the Fire Department and corresponding to a date when the payroll and Kelly cycles end or begin on the same day. The leap year rotation shall be accomplished by all three shifts working eight (8) hours during one 24-hour period. The three shifts may not necessarily work in

the normal sequence. The maximum number of employees per shift that will be allowed off on annual leave shall be equal to the scheduling cap specified in Article 15.9. Employees actually working the additional eight (8) hours shall be compensated with compensatory time at 100% or 150% dependent on the employee's overtime status. Any accrued compensatory time must be utilized prior to the use of annual leave.

22.5.1 Employees who normally would have been on a Kelly Day during the shift rotation day will not be required to report to work on the shift rotation day.

22.5.2 The shift working the 24 hour period prior to the rotation shall remain on duty until 1530 hours. Employees on Kelly Day for the prior period shall report at 0730 hours. Employees with previous approved annual leave for 8 hours may be off duty.

22.5.3 One shift shall work an eight (8) hour shift from 1530 to 2330 hours during the 24 hour leap year rotation.

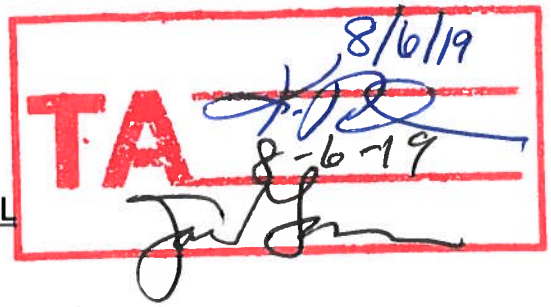
22.5.4 The final shift shall work from 2330 hours to 0730 hours (next day). Employees with previously approved annual leave for eight (8) hours may be off duty. This shift shall continue to work the following 24 hour shift unless the day is a regularly assigned Kelly Day. Employee on their regularly assigned Kelly Day on the day prior report for duty at 0730.

22.5.5 Exchange of Time and Use of Sick Leave shall follow normal policy throughout the shift rotation period. If an employee is approved sick or annual leave on the shift rotation day, the time shall be indicated as EOS or EOA and the time is deducted from the leave account without additional pay.

22.6 Floating Holiday. Employees with one year of continuous service may request to observe one Floating Holiday during the payroll fiscal year in addition to the eleven designated holidays specified in 22.1. A Floating Holiday shall be taken as time off with pay for one 9.6 hour increment for employees assigned to the variable work week schedule or one 8.0 hour increment for employees assigned to the forty hour work week

schedule and shall be requested in advance on the appropriate form and is not authorized without the express approval of the department. Floating Holiday time off shall not count as hours worked for purposes of overtime pay. In the event that an employee fails to utilize the Floating Holiday within the payroll fiscal year, there shall be no carry over of the unused time to the next payroll fiscal year nor cash payment in lieu of usage. Employees shall not be eligible for payment of unused Floating Holiday time upon separation from employment.

22.7 The holiday pay provided for in this Article will be included in earnings subject to deduction for pension fund payment.



ARTICLE 23

LAYOFF AND RECALL

23.1 Definition. A layoff is a reduction in the number of employees within the Department due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the employees. The City will lay off employees as hereinafter provided.

23.2.1 Order of Layoff. Upon determination that layoff is necessary, the Director of Human Resources will develop a list of employees, ranked in the order in which they are to be laid off. The first name on the list will be the first laid off. The procedure to be used in developing the layoff list is as follows:

(1) Rank ordering of all employees in each classification within the department where layoff is to occur by classification/assignment seniority.

(2) The Department Head may request exemption from layoff for specific employees possessing critical skills. Such requests must be thoroughly documented and clearly establish that the particular operational functions are essential and could not be satisfactorily assumed by any other personnel. The submission of such a request is not an assurance that exemption will be granted, or the extent to which such consideration will be given by the Director of Human Resources.

An employee who would have been laid off shall be entitled to bump an employee in a lower classification in the Department if the employee:

(1) has more seniority than the employee to be bumped,

(2) had regular status in the lower classification, and

(3) is capable of performing the work of the lower classification.

A bumped employee can exercise the same bumping privilege into a lower class of work in the Department.

23.2.2 Entrance probationary employees and fire recruits shall be laid off prior to any regular employee.

23.3 Notice of Layoff. Employees being laid off shall be given twenty-one (21) calendar days' written notice in advance. The Union shall be furnished a copy of such notice.

23.4 Order of Recall. Employees shall be recalled from layoff in reverse order of the order of their layoff provided that they are currently qualified to perform the work in the job classification to which they are recalled as provided by this Article. No new employee shall be hired until the employee on layoff has been given the opportunity to return to work; provided that after twelve (12) months of layoff such re-employment rights shall cease.

Employees on layoff status may voluntarily attend applicable training/continuing education to maintain their state certification. The attendance will be on the employees' own time.

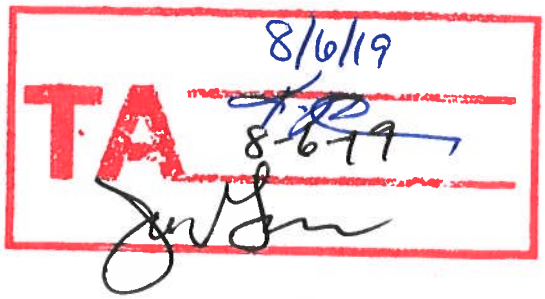
23.5 Employment Status. An individual who has been laid off shall not be considered as having completely terminated from the City's employment so long as the individual remains on a preferential re-employment list. However, when an individual's name is removed from the preferential list because he/she rejects an offer of re-employment or otherwise removed due to death or disability, the removal of the name from the lists shall constitute complete termination from employment.

23.6 Benefit Status. During the period during which an employee remains on a preferential re-employment list, the employee shall not receive termination payments (i.e., annual leave, sick leave, pension). All benefits shall cease during the layoff period. Health and life insurance may be continued at the employee's expense.

23.7 Retirement/Resignation. Individuals who are identified for layoff who are eligible and choose to retire or take deferred retirement shall not be placed on preferential re-employment lists. Employees who retire or resign will be treated as in normal policies.

23.8 Recall Procedures. The City shall notify employees to be recalled by United States certified mail. All employees on layoff shall have the obligation of providing the City with their correct mailing address. A recalled employee shall immediately inform the City of his/her intent to accept or reject the recall order. An individual's name shall be removed from the preferential lists when the employee fails to respond within seven calendar days after the City's transmittal of the notice of recall or the employee notifies 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 one year.

23.9 Calculation of Benefits. For purposes of benefits, an individual recalled from a preferential employment list shall not suffer a break in service. However, the time spent on layoff greater than 30 days shall not be credited in the calculation of benefits.



ARTICLE 24

MILEAGE REIMBURSEMENT

24.1 The City will reimburse an employee for the required use of the employee's own automobile after the employee has reported to duty. The rate per mile of reimbursement will be in accordance with the rate established by the City.

ARTICLE 25

MEDICAL INSURANCE

~~25.1 The City agrees to make available health and major medical insurance coverage for employees and their eligible dependents. Such coverage shall include hospitalization, medical, maternity, and major medical benefits.~~

~~Due to the rising costs of health insurance, the City shall retain the right to develop a change in plan design to reduce cost. Consideration for providing this benefit is included in the determination of wage rates contained herein.~~

~~25.2 The City agrees to continue to pay 100% for the employee's coverage and 50% for the cost of coverage for the employee's dependents for the health plan selected by the City. Any additional cost will be paid by the employee through payroll deductions.~~

~~25.3 In the case where both spouses are employed by the City of Tampa only one family plan is provided.~~

~~25.4 An employee who retires under a City of Tampa pension fund, or his/her spouse as long as the spouse receives pension payments, shall be allowed to retain the City's hospitalization/medical coverage, provided that the cost of such coverage shall be deducted from the pension check.~~

~~25.5 The City at its discretion may make available alternative health insurance coverage plans in which employees may choose to enroll. The City shall pay for the employee's coverage in the amount equal to the cost for single coverage provided in Article 25.2, whichever is less; the City shall pay for dependent coverage (including the employee coverage) in the amount equal to the cost for family coverage provided in Article 25.2. Any increased costs above the amounts specified herein shall be paid 100% by the employee through payroll deductions. The union shall continue to participate in the preparation of plan design and requests for proposals.~~

25.1 The IAFF ~~hereby establishes~~ shall design, implement, administer and manage a health care trust ("Trust") ~~to be administered by the~~ IAFF to provide medical, dental, vision and additional ~~and other~~ benefits that do not adversely affect City benefit plans ("Trust Benefits") to all active bargaining unit and non-bargaining unit sworn employees, eligible family members and legal dependents ("Trust Participants"). The IAFF shall bear all costs associated with the design, implementation, administration and management of the Trust. The City's participation in, and its contribution to the Trust, shall be limited to, and consist entirely of, the payment of the contributions provided for in this Article. Participation in the Trust is mandatory for all active Fire Department sworn bargaining unit employees. Participation in the Trust is optional for all active sworn non-bargaining unit employees.

25.2 Following ratification and execution of this Agreement, the IAFF with exclusive discretion, will administer the trust and its respective benefit plans. The IAFF shall bear all costs incurred in the establishment and administration of the Trust, including but not limited to compliance with any and all laws and regulations relating to or applicable to the Trust.

a. Upon establishment of the trust, a copy of all final agreements and/or amendments related to the Trust and Trust Benefits shall be provided to the City within thirty (30) days of the effective date(s) of the Agreement(s). The establishment and administration of the Trust shall be in accordance with all applicable Federal and/or Florida state laws.

b. The City will retain responsibility for the benefit and administrative costs of medical coverage claims incurred by Trust Participants up to and including December 31, 2020.

c. The Union shall comply with all respective requirements imposed on the City as the Employer ~~solely~~ with regard to the provision of health insurance benefits as specified in Fla. Stat. 112.0801 to provide the City's eligible sworn bargaining unit retirees and their eligible dependents the same health and hospitalization insurance coverage as is offered to eligible active employees at a premium cost of no more than the premium cost applicable to such active employees and the obligation to provide COBRA benefits to eligible sworn employees, at the employees' sole expense, upon a qualifying event.

d. The City will continue to provide COBRA continuation coverage to those Trust Participants who were already covered by COBRA, up to and including December 31, 2020. The City shall provide an updated list of additions or deletions as of such date. Beginning January 1, 2021 and thereafter, the Trust shall be responsible for compliance with all laws and regulations relating to the continuation of health insurance benefits as required by COBRA with respect to Trust Participants ~~in the Trust~~ and their dependents, including, but not limited to, providing required notifications, and administering and maintaining any continuation coverage elected thereunder.

e. The Trust shall design, implement, administer and manage the health insurance in accordance with all applicable insurance laws and regulations, including, but not limited to, all filings which may be required to be made with the Florida Office of Insurance Regulation. The City and Trust shall provide to each other all information and supporting documents necessary for the other party to comply with any applicable insurance requirements.

f. Beginning January 1, 2021 and thereafter, any wellness center funded by the City shall continue to be available for use by Trust Participants. ~~City shall maintain covering the full cost of wellness centers for eligible Participant employees.~~ Any increase in administrative costs associated with an increase in the use of the Wellness Centers by Trust Participants or with changes in the benefits or vendors offered by the Trust shall be paid by the Trust. The City and its agents have the right to request relevant data in respect to Trust health plan utilization and cost needed for the evaluation of the impact of the Trust's participation in the City sponsored Wellness Center.

25.3 The City will notify the person(s) designated by the Trust within ten (10) working days of an employment event that would affect eligibility for coverage under the Trust. An "employment event" would include, but is not limited to: new hire, termination, retirement, and any extended leave, either paid or unpaid, of more than thirty (30) days.

25.4 The Trust and the City will mutually coordinate and direct Trust participants to report changes in family member eligibility to the Trust's third-party administrator and to the City.

25.5 City Contribution. At least fifteen (15) days before the Trust coverage start date, or commencing on December 20, 2020, whichever is later, the City shall contribute to the Trust~~, in a lump sum payment,~~ an amount equal to $780.21 per month per enrolled active Fire Department sworn bargaining unit employee and monthly thereafter for the duration of the agreement. On December 20, 2021, and each subsequent year thereafter, the City's contribution will be increased by 6% from its immediate past year's contribution. Additionally, the City shall contribute one-hundred thousand dollars ($100,000) for start-up costs within ten (10) days after this Agreement is ratified by the IAFF, approved by City Council, and executed by the Mayor ~~all Parties~~. Moreover, the City agrees to a one-time contribution of a portion of its health insurance reserve monies currently held in reserve in the amount of $1,282.30 per enrolled eligible employee (i.e. $1,937,555 total). Payment of such reserve monies shall be made in lump sum before the coverage start date but in no event after December 20, 2020.

25.6 Employee Contribution. The City shall make standard payroll deductions for health insurance within the normal course of the City's payroll operations. Participation in the Trust plan shall be mandatory for all active eligible Fire Department sworn employees who have had continuous health care insurance coverage. There shall be no opt out clause provided unless an eligible Trust member elects to utilize the City's dual family credit program and enroll as a spouse or registered domestic partner as defined by Code in an alternative health insurance plan offered by the City.

25.7 All new employees hired by the City and represented by the Union and all current active eligible sworn non-bargaining unit employees must sign a new salary reduction agreement, pursuant to Section 125 of the Internal Revenue Code, during the City's open enrollment, indicating that: a) the employee consents to the Trust being the recipient of his/her pre-tax Section 125 deduction; and b) the coverage selection will continue from year to year, including any changes in required contributions, unless changed by the employee during a subsequent open enrollment period.

25.8 The Trust will report monthly to the City all changes in employee enrollment which affect payroll. The City will collect employee contributions via payroll deduction and transmit those contributions to the Trust within ten (10) working days following the end of each payroll period. The City shall provide the Trust on a monthly basis with a list of ~~employees~~ Trust participants for whom employer and employee contributions were made for a specific payroll period. ~~All communications regarding contributions, reports, eligibility and reconciliation information will be provided by the City to the person(s) designated by the IAFF on behalf of the Trust within ten (10) working days.~~ The City shall charge the Trust thirty cents ($0.30) per eligible Trust contributory participant each month as an administrative processing fee in making such aforementioned payroll withholdings.

25.9 Affordable Care Act. The Trust shall maintain its health insurance plan in accordance with the Patient Protection and Affordable Care Act of 2010 ("the ACA") and shall provide health coverage that is "affordable" and that provides "minimum value" as mandated by the ACA to all Trust Participants. The Trust shall be responsible, as the Plan Sponsor, for producing and providing to all Trust participants ACA mandated forms ~~1095C and 1095B Employer Provided Health Insurance Offer and Coverage~~ and disclosures and file all ~~the associated~~ pertinent forms and or disclosures with the Internal Revenue Service or such pertinent regulatory agency as may be required. The City shall be responsible, as the "Employer," for producing and filing all ACA mandated forms and disclosures with the Internal Revenue Service or such pertinent regulatory agency as may be required. The City shall provide the Trust all demographic and employment information on the eligibility files to allow the Trust to accurately report information to the Internal Revenue Service. The Trust will be responsible for payment of ACA mandated fees for the Trust medical plan(s) including the Patient-Centered Outcomes Research Institute fee and other fees which may be mandated in future years. The Trust shall hold the City harmless from and against any losses and liabilities (including attorneys' fees) related to ACA compliance and reporting requirements with respect to Trust Participants, including, but not limited to, any penalties or payments the City may be required to pay under the employer shared responsibility and reporting provisions of the ACA as a result of the City agreeing to allow the Trust to provide health insurance coverage instead of the City offering and providing such coverage, provided such non-compliance is the sole and direct result of the Trust's failure to comply with same.

The Trust shall provide to the City, prior to the beginning of each plan year, documentation that the Trust medical plan(s) meet the ACA mandated requirements for providing "essential health benefits" and provide "minimum value", and provide a copy of each mandated "Summary of Benefits and Coverage" (SBC) for each trust plan(s). It shall be the responsibility of the Trust to make the SBC(s) available to all Trust plan participants in accordance with the ACA.

The IAFF shall be responsible for compliance with any laws or regulations applicable to the establishment of the Trust or the design, implementation, administration, and management of the Trust.

25.10 Hold Harmless and Indemnification and Disclaimers

a. The City shall defend, indemnify and hold the Union and all of its officers, representatives, agents and employees harmless from any and all liability and costs incurred relating to claims, including COBRA coverage, violations, fines, mandates and damages that are or become the obligation or responsibility of the City pursuant to the periods of coverage articulated in this Agreement. Conversely, the Union shall defend, indemnify and hold the City and all of its officers, representatives, agents and employees harmless from any and all

liability and costs incurred relating to claims, including COBRA coverage, violations, fines, mandates and damages that are or become the obligation or responsibility of the Trust pursuant to this Agreement during the periods of coverage articulated in this Agreement.

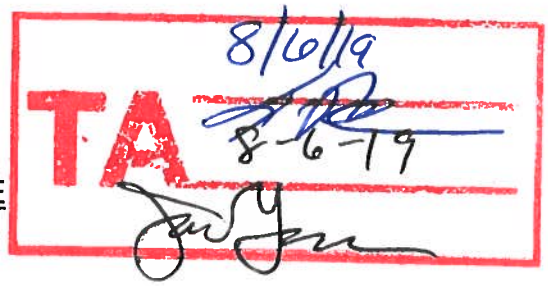
b. It is understood that those civilian employees who are married to or have entered into a registered domestic partnership as defined by Code, with sworn employees covered by the Trust continue to remain eligible for the dual family premium credit.

c. Should the Trust be terminated, it must provide notice of its election to join the City's health insurance by April 30th of the year prior to returning to the City's health insurance plan.

25.11 All reports and other information provided by the City and Trust pursuant to this Section shall be submitted in good faith.

ARTICLE 26

LIFE AND AD&D INSURANCE



26.1 The City agrees to provide life and accidental death and dismemberment insurance for employees in the coverage amount equal to the employee's annual salary up to a maximum of $200,000 each ($300,000 total). The amount of the annual salary shall be as indicated in Appendix A based on the employee's grade and step. Consideration for providing this benefit is included in the determination of wage rates contained herein.

26.2 An employee who retires under a City pension plan shall have the right to retain the City's life insurance coverage in the amount of $3,000.00. The payment for such coverage shall be deducted from the retiree's monthly pension allotment. The City shall explore the possibility of permitting retirees to purchase life insurance coverage in greater amounts and up to the amount the retiree received as an employee.

ARTICLE 27

UNIFORMS, SAFETY, SAFETY EQUIPMENT, AND HEALTH

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27.1 The City agrees to provide such necessary safety equipment and protective clothing as to allow efficient operation and proper safety in accordance with applicable local, state and Federal safety standards. Lost or damaged safety items (City issued) shall be reported immediately to the employee's immediate supervisor. The Fire Department will provide replacement without unreasonable delay.

27.1.1 The City shall ~~continue to~~ provide, at no cost to the employee, the following items based on the employee's position: NFPA approved (at time of purchase) fire helmet; protective clothing including gender specific protective clothing, bunker pants, bunker coat, boots, gloves, individual S.C.B.A. facepieces/masks, non-latex gloves (specific minimum of P02), uniform covers (Tyvec suits or gowns) and cancer resistant Nomex hood (existing hoods to be replaced with cancer resistant hoods during the term of this Agreement) ; N-95 respirators (TB masks); eye protection; uniforms including shirts, pants, belt, and a combination windbreaker,/winter/rain jacket ~~with hood~~; hearing protection/earplugs; and additional items determined by the Fire Chief. Replacement shall be provided at no cost to the employee for normal wear and tear, including t-shirts which will be replaced as needed. Shoes shall remain at the employee's own cost, styles to be determined by Labor Management Committee with the approval of the Fire Chief. Shoe covers shall be included with uniform covers as provided above. The City shall make available body armor for periods of civil disturbance. The City will maintain ~~50 sets of~~ protective clothing in an amount equal to that of 10% of uniformed personnel (bunker pants, bunker coats, gloves) in reserve to be used by employees when their protective clothing is in the process of being replaced, repaired, or decontaminated.

27.1.2 Firefighters will not be required to pick up uniforms or bunker clothing on their off-duty time. The City agrees that such items will be delivered to the employees while on duty, it being understood that nothing in this provision shall prohibit a firefighter at his/her own convenience from picking up such items during his/her off-duty time. If an error in size

is caused by the firefighter, it shall be the firefighter's responsibility to correct the condition on his/her own time.

27.1.3 Upon an employee's disability retirement or longevity retirement of 20 or more years of service with the City under the pension plan, the employee shall retain his/her fire combat helmet as an award for years of service to the department.

27.2 Employees assigned to investigations work which requires the use of plain clothes shall be designated, at the sole discretion of the Fire Chief, as eligible for the Plain Clothes allowance. The plain clothes allowance shall be $ 650 per fiscal year paid in one annual installment. Employees assigned to these positions after the annual payment shall receive a pro-rata payment for the remainder of the fiscal year. Said pro-rata payments shall be calculated on a monthly percentage and shall include a full month's payment for the first partial month of the designation.

27.3 Employees shall have a mandatory annual physical examination consistent with NFPA 1582 recommendations and the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative coordinated via the Fire Department, Occupational Health Office. Any deviation from either of these standards shall be subject to resolution at the Labor-Management Committee. There will be no cost to the employee for the examination. This exam shall also meet the requirement for all employees assigned to, or utilized as the Hazardous Materials Team. The City will ensure that confidentiality is maintained when a copy of the results of the physical examination is forwarded to the employee. The employee shall review the results and follow-up on those indicating such a need as recommended by the examining physician. All physical examination reports will be maintained in a separate file at the Fire Department, Occupational Health Office consistent with local, state, and federal confidentiality laws/regulations and medical records standards.

27.3.1 The Fire Department has developed and implemented a Wellness and Fitness program consistent with the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative. The program is a voluntary, non-punitive program provided however that prior to beginning the program, each employee must have taken the

physical examination specified in Article 27.3 and receive a written evaluation from the physician before beginning the fitness program. The program includes baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as needed by determination of the Fitness Team, educational in-service training and written materials on wellness topics, and quarterly and annual group and individual achievement awards. This program shall not substitute for nor impact the Incentive Leave Program (Article 35).

27.3.2 The Fitness Team is comprised of the Occupational Health Nurse and additional Fire departmental personnel so that 80% of the Fitness Team is comprised of uniform personnel. Fitness Team members shall be selected by a panel of union executive board members and Fire management (as designated by the Fire Chief).

27.3.3 Participation in the Fitness Program will be permitted on duty during specified fitness periods as determined by the Chief of Operations. Employees assigned to the forty (40) hour work week will not have fitness periods on duty but will be permitted to complete the fitness evaluations during regular work hours.

27.3.4 Any deviation from these standards shall be subject to resolution at the Labor-Management Committee. Both the Union and the City agree that monitoring occurs through the Labor-Management Committee.

27.4 Any time that the Fire Department acquires any information indicating that one or more employees has been exposed to a contagious or infectious disease in the performance of duties, the department shall promptly notify the employee. Upon request, the department shall furnish the employee any public information the department has regarding the incident.

27.5 In addition to any requirements by state or federal laws regarding the use of tobacco or tobacco products by firefighters or firefighter applicants, all employees hired on or after October 1, 1989, shall be non-smokers. As a condition of continued employment, said employees shall be required to refrain from smoking cigarettes, cigars, pipes or tobacco

products of any kind at all times, whether on or off duty. Any employee hired on or after October 1, 1989, who violates this provision will be subject to progressive discipline.

27.6 The Fire Department shall provide an annual flu shot to employees free of charge administered by the TFR Occupational Health Nurse. In the event that the Fire Department is unable to provide the flu shots directly, the department will reimburse employees for the cost of an annual flu shot up to a maximum of $10.00 per fiscal year. The employee must submit a physician signed receipt to qualify for reimbursement. Reimbursement shall be limited to the actual cost of the flu shot and not other associated expenses.

27.7 The City shall continue to be in full compliance with the Needlestick Safety and Prevention Act (Pub.L. 106-403, 114 State. 1901, November 6, 2000) and O.S.H.A. Regulations concerning blood born pathogens (29CFR Part 1910.1030), respiratory protection (29CFR Part 1910 and 1926), and HAZWOPER (1910.120(f)/1926.65) and Noise (1910.95(g)/1926.52). The City will work toward full compliance with any changes that may occur to these specified regulations during the term of the Agreement.

27.8 The Labor-Management Committee will continue to meet to discuss items which the Union considers important to be included in the development of the department budget.

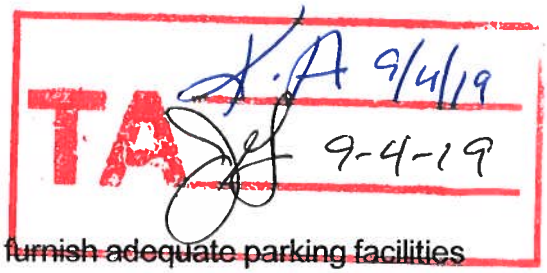
27.9 The City will continue to provide voluntary wellness physicals which focus on early detection and prevention, whereby employees participate in a medical review program that includes, at a minimum, a comprehensive physical examination with ultrasound imaging. Participation by the employee is limited to one such physical during the life of this contract, will be voluntary, and at no cost to the employee.

27.10 The City will provide one brain scan to those employees with ten (10) or more years of service with Tampa Fire Rescue. Participation by the employee is limited to one such scan during the life of this contract, will be voluntary, and at no cost to the employee.

27.11 The City agrees to install one (1) NFPA compliant extractor/commercial washing machine in calendar year 2021, and one (1) NFPA compliant extractor/commercial washing machine in calendar year 2022. The designations for these machines will be based on stations that can best accommodate installation.

ARTICLE 28

PARKING



28.1 The City will exhaust all reasonable efforts to ~~furnish adequate parking facilities~~ to accommodate the personnel assigned to each station.

28.2 Employees who wish to park their vehicles at another fire station which they consider to be more secure may do so based upon availability of parking and the approval of the applicable Station Officers. Employees shall be responsible for their own transportation which shall be completed during off duty hours.

28.3 Elected union officials shall be provided with parking passes authorizing them to park in a designated Fire Rescue Visitor Parking spot without penalty or cost at Fire Station #1.

28.4 The City of Tampa shall furnish the Union with one (1) parking permit.

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ARTICLE 29

TUITION REIMBURSEMENT/EDUCATION INCENTIVE/TRAINING

29.1 Tuition Reimbursement Amount. The City shall reimburse each employee for approved training up to a total of $2,000 per fiscal year for undergraduate degree tuition fees, $2,500 for master degree tuition fees, and $3,000 for doctoral tuition fees. The City will not reimburse an employee for books, materials, application fees or transportation. Approved training shall include courses which are related to the employee's present job or to a promotional position which is offered by an approved technical or trade school or accredited college or university.

29.1.1 Recipients of Scholarships. An employee receiving a scholarship or grant for education may be eligible for reimbursement. The tuition reimbursement application and grant or scholarship documentation will be reviewed by the Department of Human Resource's Training and Development Unit for eligibility. Such scholarships and grants include, but are not limited to, G.I. benefits, social security benefits and tuition waivers.

29.1.2 Cancellation of Approval. An employee who retires, resigns or is dismissed from employment prior to the completion of an approved training course shall not be eligible for reimbursement. An employee who is laid off during the training shall be eligible for reimbursement upon successful completion of the training.

29.1.3 Approval. In order to receive reimbursement, the employee must fulfill the requirements as outlined by the Department of Human Resource's Training and Development Unit provided, however, that an employee shall be eligible after completion of six months of continuous service. The cumulative total reimbursement for bargaining unit employees shall not exceed $150,000 per fiscal year.

29.2 State Educational Incentive. Pursuant to Florida State Statute Chapter 633.382, employees are compensated by the State of Florida for higher education in the field of Fire Science. Employees having a community college degree or equivalent receive $50.00 per month; employees having a bachelor's degree receive $110.00 per month. The maximum

amount any employee receives under FSS 633.382 is $110.00 per month. The City of Tampa provides payments as required under FSS 633.382 and is reimbursed by the State. These benefits are directed and provided by State Law and are separate and apart from any Tuition Reimbursement Program sponsored by the City of Tampa. The parties recognize that should the State alter or cease the funding of this program, the City shall not be held responsible for payment of said funds.

29.3 Service Training. The City agrees to make a good faith effort to provide an average per employee of at least forty (40) hours of service training per year. The term service training shall include all training programs provided during working hours.

29.3.1 Training or courses which are required by law or by the Fire Chief for the employee's current position shall be City sponsored. Tuition or course costs for City sponsored training shall be at the expense of the City provided, however, if the employee fails to complete or pass the training, the employee shall be subject to disciplinary action. Time spent at City sponsored training during the employee's regular work hours shall be compensated at the employee's regular rate of pay. Time spent at City sponsored training beyond the employee's regular work hours (off duty) shall be credited to the employee as time worked and compensated per Article 9.

29.3.2 Training or courses for which an employee volunteers in order to improve skills or qualify for promotions shall be at the employee's own expense (see Tuition Reimbursement) and during off duty hours. Training required but not completed prior to initial employment, such as certifications, shall also be at the employee's own expense and during off duty hours.

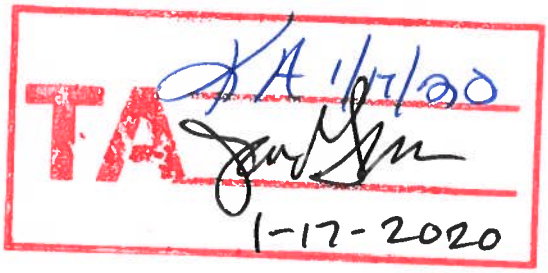
ARTICLE 30
PERSONNEL RECORDS

30.1 Personnel records shall be kept confidential and not be released to any person except officials of the City, or in response to Court order, or as otherwise provided by law. However, employees may at their discretion waive this rule. The employee shall be provided one copy free of charge, upon request, at the time the document is issued. It shall be the right of any employee, or their legal representative, at reasonable times, to inspect and receive copies, at their own expense, of their own personnel files. The cost of such copies shall be per City policy (currently up to ten pages provided at no charge, 15¢ for each additional page). Whenever a request is made to review an employee's personnel file, the City shall notify the employee of the request and the identity of the party making the request, to the extent such identity is known.

30.2 Employees shall be required to initial all entries into their pending evaluation file. The employee's initials do not necessarily constitute agreement with the entry, but constitute acknowledgement of the entry.

ARTICLE 31

DISCIPLINE



31.1 The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the IAFF encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective municipal management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

31.2 No employee shall be disciplined except for just cause. Progressive and appropriate discipline will be administered according to the seriousness of the offense. Disciplinary actions shall include:

A. Oral counseling.

B. Written counseling.

C. Written reprimand.

D. Suspension.

It is agreed that the City shall consider the employees' assigned work schedule when determining the duration of a suspension. As the hourly rate for an employee assigned 80 hours is proportional to an employee on the variable (96) hours schedule, it is understood that 40 hours corresponds to 48 hours in pay respectively; that 8 hours corresponds to 9.6 hours respectively; and that one hour corresponds to 1.2 hours, etc. The City will indicate on the Notice of Disciplinary Action the number of "hours" of suspension rather than the term "days".

E. Demotion.

F. Dismissal.

G. Training. Training costs shall be paid by the City.

H. Payment of lost or damaged equipment due to willful misconduct or failure to take reasonable precautions up to a maximum of $350. Such payment shall be made through payroll deductions not to exceed two (2) hours pay per

payroll period or such other payment method requested by the employee and approved by the Fire Chief (or designee). Upon separation any balance due shall be deducted from the employee's separation pay.

Level 1 responsibility shall be situations determined to be caused by willful misconduct and shall result in discipline including payment for the damage or loss up to a maximum of $350. Level 2 responsibility shall be situations when willful misconduct did not occur but failure to take reasonable precautions existed, without extenuating circumstances, and shall result in discipline including payment for the damage or loss up to a maximum of $200. Level 3 responsibility shall be situations of Level 2 except that extenuating circumstances existed and may or may not result in discipline.

In the event that the City plans to establish other progressive or positive discipline programs, the Fire Union shall be notified and provided an opportunity to discuss the matter.

31.3 No firefighter/fire officer shall be dismissed, demoted, suspended, transferred, or disciplined or denied promotion, transfer, or reassignment or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her exercising the rights granted in this Agreement.

31.4 Any firefighter/fire officer who is being interrogated under circumstances where the firefighter/fire officer could be subject to discipline shall have a right to have a Union representative present and/or attorney present. It is the employee's responsibility to notify the Union of the request for union representation.

31.5 Employees, attorneys, and/or their Union representative may review, upon reasonable request, any supporting documentation contained in a disciplinary package after the completion of any investigation of the matter but prior to the pre-disciplinary hearing. This review shall be requested through the Personnel Chief. One copy of any of the

supporting documentation shall be provided to the employee or Union representative free of charge upon request.

31.63 Employees shall be furnished with a copy of any written reprimand or letter of counseling which they shall be required to sign. Signature shall serve as acknowledgment of receipt only, and shall not constitute acceptance of the disciplinary action. The President of the Union or designee may be present at all pre-disciplinary hearings regarding suspensions, demotions, and dismissals. A copy of the employee's notice of the pre-disciplinary hearing will be sent to the Union and will serve as notification. Rescheduling will occur only for reasonable circumstances for reasonable length of time. The President of the Union or designee may be present at all investigatory interviews when requested by the employee. Employees subject to interrogation are entitled to the provisions of the Firefighters' Bill of Rights as specified in Article 38, Formal Investigations.

31.74 The City's Employee Relations Division shall forward to the Union a copy of written reprimands, suspensions, demotions, or dismissals issued to bargaining unit employees.

31.85 Written reprimands shall be indicated as void in the individual's personnel file after a one (1) year period has elapsed during which the individual has received no further disciplinary action. Letters of counseling shall be voided after a one (1) year period has elapsed during which the individual has received no further disciplinary action. Associated documents will also be voided in the file. The employee shall be responsible for bringing their eligibility for voiding of documents to the attention of the City. Voided documents shall be forwarded to the City's Employee Relations Division for any retention deemed to be required pursuant to law.

31.9 When an employee is under investigation by TFR as a result of a third party complaint, neither the employee, the Union, or any member of the department shall make any public statements concerning the facts of the case until such time as the investigation has been concluded and action has been taken on the result of such an investigation. This

provision shall not preclude the confirmation of the fact that such an investigation is being conducted.

31.10 If a third-party complaint is filed alleging misconduct, and, as a result of the investigation, the allegations are unable to be substantiated by TFR administration, then both parties will be notified of the findings. The term "third party complaint" as used in this Article shall apply to any complaint filed by a person who is not an employee, sworn or civilian, of Tampa Fire Rescue.

31.11 In cases where it is decided to relieve an employee from duty pending an investigation or other administrative action, it will be at the discretion of the Fire Chief to determine whether or not the relief from duty will be paid or unpaid (with the concurrence of Human Resources). In the event it is determined to be unpaid relief from duty, an employee may elect to use his/her annual leave.

31.12 Should disciplinary action result from the investigation, that period of time which the employee was relieved from duty without pay will be included as part of the disciplinary action.

31.13 At the discretion of the Fire Chief, an employee may work all or a portion of the suspension period, issued as discipline, with forfeiture of the equivalent time through accumulated annual leave in lieu of suspension. At the discretion of the Fire Chief with the concurrence of the Director of Human Resources, employees not permitted the forfeiture of annual leave may have the suspension held in abeyance until the grievance process is concluded.

31.14 Any employee who is the subject of a formal investigation where findings or charges cannot be substantiated or the employee prevails through the grievance process, will have the right to have all documents and reports stamped "Void".

31.15~~6~~ Any employee who has been dismissed because of an arrest by any law enforcement agency, will be reinstated provided that the employee is acquitted after a trial

intervention program or acceptance of an Alford Plea will not constitute acquittal or dismissal. The employee shall notify the Director of Human Resources (or designee) in writing of the request for reinstatement within seven (7) calendar days following the determination of acquittal and shall include proof of the acquittal.

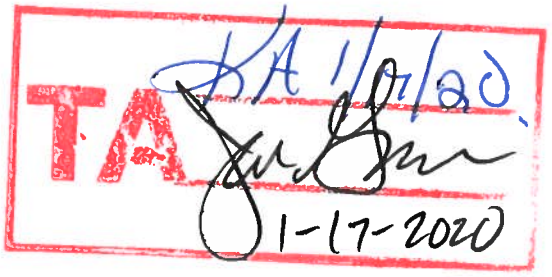
31.167The Notice of Disciplinary Action shall be presented to the employee within 180 days of the date the Fire Chief knew or received notice of the action giving rise to the discipline.

31.17 Absences without leave shall not be credited towards the accrual of sick and annual leave.

31.18 The City will adhere to the Florida Firefighters Bill of Rights when administering discipline.

ARTICLE 32

PROMOTIONS



32.1 Selection for promotional vacancies shall consider skills and other relevant factors. Selection of an employee for promotion shall be at the sole discretion of the Fire Chief.

32.2 It is understood that promotion decisions are judgments which incorporate the criteria stated in 32.1 (above) and that only the promotional process, and not professional judgments, are grievable under the appropriate provisions of this Agreement.

32.3 Upon expiration of a current eligibility list, employees will be certified on the next applicable promotional eligibility list in the manner provided in the Civil Service Law, rules and regulations of the City of Tampa using the Rule of 5 ~~in lieu of the Rule of 6~~. (The Rule of 5 is defined as: five names will be provided for the first vacancy and two additional names for each additional vacancy. After determining the total number of names required based on the number of vacancies, a straight count will occur from the first name on the list down to the last name based on the total number of names to be counted. If there is a tie at the last position available on the list, all names with the same score will be provided). Employees with a score of 60 or higher and who meet the minimum years for promotional eligibility (see below) shall be awarded 1.2 ~~5~~ points for each year of service, pro-rated to 0.1 for each full month of service completed prior to the test date, beyond the minimum years of eligibility up to a maximum of 12 ~~15~~ points and shall be eligible for the applicable classification. Said list shall be in effect for two years from the date of certification. Whenever a vacancy is to be filled, the Department of Human Resources shall certify to the Fire Department the eligible Fire personnel ~~eligibles~~ ranking highest on the appropriate list. The City agrees to work with Fire Management and the Union to minimize any gaps between eligibility lists, with the goal of scheduling each test at least two months prior to the expiration of the current list, when applicable. ~~Two additional names will be certified for each additional vacancy. No effort will be made to break tie scores for the first and last vacancies. Intermediate tie scores will be counted on a one-for-one basis. Employees with tie scores shall be listed horizontally to indicate the tied positions.~~

TITLE	MINIMUM YEARS FOR ELIGIBILITY
Driver Engineer	4 years
Asst. Fire Inspector/Investigator	4 years and hold state fire inspector certification
~~Paramedic~~	~~1 year and hold state certification~~
Rescue Lieutenant	4 years including 2 ~~3 endorsed~~ as an Acting Rescue Lieutenant or 2000 hours of Acting Rescue Lieutenant Fire Higher Class; Must currently be a Paramedic (F-4) to sit for exam and to be promoted
Fire Captain	8 years including 3 as Driver Engineer or Rescue Lieutenant or 2000 hours as Acting Captain Higher Class; Must currently be a Driver Engineer or Rescue Lieutenant to sit for exam and to be promoted
Fire Inspector/Investigator	8 years including 3 as Assistant Inspector/ Investigator; Must currently be an Assistant Inspector/Investigator ~~to sit for exam and~~ to be promoted (no exam)
Fire Inspections Supervisor	12 years including 3 as a Fire Inspector /Investigator; Must currently be a Fire Inspector/Investigator to sit for exam and be promoted.
Fire Investigations Supervisor	12 years including 3 as Fire Investigator. Must currently be a Fire Inspector/Investigator to sit for exam and to be promoted.

District Fire Chief	12 years including 3 as Captain or 2000 hours of Acting District Fire Chief Fire Higher Class; Must currently be a Captain to sit for exam and to be promoted

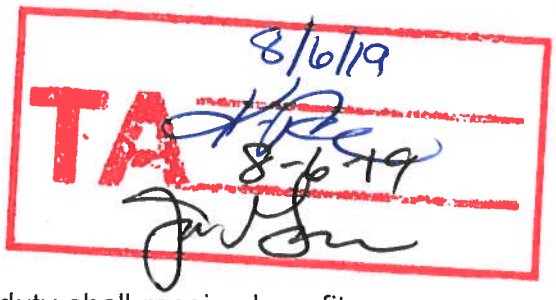
Only service as a certified firefighter (non-civilian) at Tampa Fire Rescue will be included in crediting of the minimum years. The qualifications to sit for promotional examinations shall not be altered.

32.4 Promotional Exams. All promotions shall require a ~~written~~ test provided however if there are five (5) or fewer qualified candidates or if the number of candidates does not exceed the number of vacancies, the ~~written~~ test requirement is waived and all qualified candidates will be placed on the eligibility list in order of seniority. At least four (4) months prior to promotional tests, the City shall notify the IAFF of methods of tests to be used, sources to be studied and the date of the test which will be at least two (2) months prior to the expiration of the current list, when applicable. Should there be a change in the source material the City will provide a six (6) months' notice in lieu of a four (4) months' notice.

Standard test sources shall include: For the position of Driver Engineer (grade F-3), sources shall be limited to the SOG's and rules and regulations, and the collective bargaining agreement. For the position of Paramedic (grade F-4), sources shall be limited to the SOG's and rules and regulations, Medical Protocol, collective bargaining agreement. For the position of Rescue Lieutenant (grade F-5), sources shall be limited to the SOG's, rules and regulations, Medical Protocol, NFPA Company Officer and collective bargaining agreement. For positions above Rescue Lieutenant (grades above F-5) sources shall be limited to the SOG's, rules and regulations, NFPA Company Officer and collective bargaining agreement. The promotional exam shall be weighted as 100% with education points and seniority points added after a grade of at least 60% is obtained. Seniority points, if applicable, shall be determined as provided in Article 32.3. Education points, if applicable, shall be determined as provided in Appendix F~~G~~. On promotional exams with more than one test component, each component will be weighted equally (for example, for a four component promotional

exam, each component will be weighted 25%; for a two component promotional exam, each component will be weighted 50%). All parts will be completed and an average score of all components must equal 60% or greater to obtain education and seniority points.

32.5 The Fire Chief shall meet upon the request of an employee not selected for a promotion to provide recommendations for future promotions.



ARTICLE 33

WORKERS' COMPENSATION

33.1.1 Workers' Compensation. Employees injured on duty shall receive benefits provided by the Florida Statutes, Chapter 440, Workers' Compensation Law. The City provides that this benefit begins on the first day of line of duty disability, injury, or illness per Chapter 440, Workers Compensation. The City will make reasonable efforts to have at least three doctors for workers' compensation of which at least one will be board certified in occupational medicine. Employees may request and receive a change in their primary assigned Workers' Compensation doctor or assignment of a specialist in order to obtain a second opinion consistent with Florida Statues, Chapter 440, Workers' Compensation Law.

The Fire Department's Occupational Health Office shall be responsible for the departmental workers' compensation program in cooperation with the City's Human Resources – Risk Management Division and the third party administrator. The third party administrator will assign one or more adjusters to work with the Occupational Health Office. The Occupational Health Office will coordinate medical case management consistent with Florida Statutes, Chapter 440, Workers' Compensation Law.

33.1.2 Holiday pay shall be treated as a benefit which is paid during the work week in which a City holiday occurs even when the employee is on Workers' Compensation. Payment shall be on the basis of the employee's work shift so that if the employee on Workers' Compensation had been at work at the time of the holiday, then payment shall be calculated pursuant to Article 22 at the employee's rate of pay on the date of the accident. Holiday pay shall be considered earnings subject to deduction for pension.

33.2 Light Duty. In the event that an employee is at any time determined by the City's designated Workers' Compensation physician to be able to perform light duty work as a result of an on-the-job injury, the City will evaluate the specific light duty restrictions and may place the employee in any City light duty job if one is available. However, the City is under no obligation to create light duty for an employee. Should an employee be

placed on light duty and such duty becomes subsequently no longer available, then the City may terminate or change the light duty assignment. The provision of light duty for an employee shall not set precedent for provision of light duty for another employee. Any light duty assignment shall be within the limitations specified by the workers' compensation treating physicians.

33.2.1 In the event that a physician changes an employees' duty status without first examining the employee prior to the change, the employee shall have the right to request an examination by the physician. The City will endeavor to schedule this examination expeditiously, however, the inability to do shall not unduly delay the change of duty status. The City reserves the right to select an alternate qualified physician for this examination when necessary.

33.3 Supercompensation. Employees, who are injured on duty and who are not assigned to light duty per Article 33.2, shall receive supercompensation for temporary total disabilities up to a period of twelve (12) consecutive calendar months.

33.3.1 Supercompensation, when added to Workers' Compensation, shall equal the employee's "take home salary". "Take home salary" shall be defined as the employee's base salary (as determined from the amount of salary for the respective grade and step of the employee) minus the amount deducted from the salary for pension contributions and minus the amount deducted from the salary for federal withholding taxes. In the event that an employee's Workers' Compensation is reduced per state law, the amount of Supercompensation shall not exceed the amount the employee would have received but for the reduction.

33.3.2 Supercompensation shall cease at the following time, whichever occurs first:

a. The employee reaches maximum medical improvement, or
b. the employee has received supercompensation for twelve (12) consecutive months as defined below, or
c. The employee has returned to full duty, or full time light duty.

In calculating the twelve (12) consecutive calendar months, the following shall apply:

a. An employee who has a workers' compensation injury who returns to full duty, and who is later taken off full duty by a workers' compensation treating physician shall be entitled to supercompensation for a period of twelve (12) consecutive calendar months from the date the employee was taken off full duty, or the date of maximum medical improvement, whichever occurs first.

b. An employee who has a workers' compensation injury who returns to either part-time light duty or full-time light duty, and who is later taken off light duty by a workers' compensation treating physician shall be entitled to supercompensation for a period of twelve (12) consecutive calendar months from the date the employee was taken off full duty, or the date of maximum medical improvement, whichever occurs first.

c. Subsequent injuries or re-injury shall be considered new injuries for purposes of supercompensation, and for purposes of calculating the "twelve (12) consecutive calendar month."

33.3.3 The total amount paid for Workers' Compensation, supercompensation, and holiday pay shall not exceed the amount of salary such employee would have received had the employee not been on Workers' Compensation.

33.3.4 An employee who has not reached maximum medical improvement, but who is on part-time light duty, shall receive supercompensation in an amount which, when added to light duty pay, shall equal the employee's "take home salary" in effect on the date of the accident as specified in Article 33.3.1.

33.4 Workers' Compensation Leave of Absence. As specified in Article 20, Leave of Absence without Pay, an employee who reaches maximum medical improvement, or has remained on Temporary Total Disability for twelve months may be placed on a Workers' Compensation Leave of Absence.

33.5 Light Duty In Lieu of Workers' Compensation Leave of Absence. An employee who reaches maximum medical improvement, or has remained on Temporary Total Disability for twelve months shall not be placed on a Workers' Compensation Leave of Absence if the employee is on light duty or returns to work on light duty as of the date the Workers' Compensation Leave of Absence would have commenced. The City shall notify the employee in writing that the light duty is provided in lieu of the Workers' Compensation Leave of Absence for a period of up to six months with two three months extensions permitted the same as provided for the Workers' Compensation Leave of Absence. At the expiration of the time period for which the employee would have been on a Workers' Compensation Leave of Absence but for the light duty, the provisions of 33.6 and 20.2.7 shall apply the same as if the employee had been on a Workers' Compensation Leave of Absence.

33.6 It is further agreed that through the provisions for light duty (Article 33.2) and Light Duty in Lieu of Workers' Compensation Leave of Absence, the City intends to minimize payments for supercompensation aggressively. In the event that an employee has reached MMI, the employee shall be responsible for reporting the MMI status to the Personnel Chief and shall make restoration to the City of any supercompensation payments made after the date the employee reached MMI.

33.7.1 Retirement. In the event that an employee applies for disability retirement with the Fire and Police Pension Board and there is disagreement regarding disability between the pension physicians and Workers' Compensation physicians, the following shall apply:

a. In the event that the pension physicians deny a disability retirement and the Workers' Compensation physician agrees to return the employee to full duty, then all Workers' Compensation benefits shall cease and the employee will return to full duty. Failure to return to duty on the date specified shall result in dismissal.

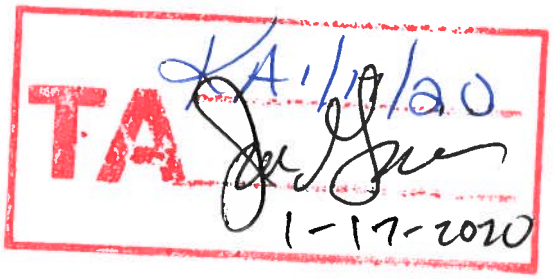
b. In the event that the employee is denied a disability pension on the grounds that the employee has reached maximum medical improvement but is not disabled, then thirty (30) days following final action of the Pension Board, the employee's Workers' Compensation Leave of Absence shall terminate and the provision of Article 20.2.7 shall apply. It is the intent of this provision that the decision of the Pension Board as to the existence of such a disability shall be binding upon the City and the employee for the purpose of determining continued eligibility for Workers' Compensation Leave of Absence or medical substantiation for return to full duty as specified in Article 20.2.6, but for no other purpose.

33.7.2 If the employee is entitled to wage-loss benefits under s. 440.15(3) and/or permanent total disability benefits under s.440.14 (1), F.S. and City of Tampa Pension Benefits, such City of Tampa Benefits shall be primary and the wage-loss benefits or permanent total disability benefits shall be supplemental only. The sum of the City of Tampa Pension Benefits and wage-loss benefits and/or permanent total disability benefits shall not exceed 100% of the employee's average weekly wage, and in no event shall the offset work to reduce said benefits below the average weekly wage.

33.8 The parties agree that all disputes regarding issues covered by Ch. 440, Florida State Statutes shall be handled exclusively through mechanisms provided under Ch. 440, Florida State Statute and that those issues shall not be subject to the grievance and arbitration procedure.

ARTICLE 34

MISCELLANEOUS



34.1 The City agrees that no member of the bargaining unit shall be responsible for the maintenance and cleaning of the third floor of the headquarters building. The City further agrees that personnel assigned to No.1 (one) station shall not be required to refuel, clean or maintain vehicles used by administrative personnel or fire prevention personnel.

34.2 The City shall continue to permit employees to utilize Exchange of Time in order to vote in local, state or federal elections before reporting for duty. It is the responsibility of the individual employees of the on-coming platoon who wish to vote, to make arrangements to have their time covered per Article 9.7 in order to vote prior to coming on duty.

34.3 Fire Station Equipment. The City shall continue to provide and maintain all equipment and/or supplies provided to the Fire Stations at the beginning of negotiations of this agreement except for trash compactors and garbage disposals. Any changes to this section shall be recommended by the Labor Management Committee. Disputes regarding this section shall be resolved by the grievance procedure as specified in Article 5 of this Agreement.

34.4 The City shall continue to provide for lawn care to avoid the use of sworn fire personnel.

34.5 The City shall continue to maintain the Fire Rescue Honor Guard with a minimum of 20 positions. The Honor Guard will continue to operate in accordance with SOG.

34.6 The City shall work with the union through the Labor Management Committee to explore options for recommendations to the Fire Chief regarding the security of assigned equipment.

34.7 Forms which have a deadline for submission shall have the date and time it was completed correctly and emailed to that employee's supervisor. The electronic time stamp will serve as its official time.

ARTICLE 35

INCENTIVE LEAVE

TA 12/11/19 12/11-19

35.1 Employees on the variable work week schedule shall receive 6.0 hours of Incentive Leave for successfully completing exceptional performance for physical fitness for a maximum of 36.0 hours per fiscal year. Employees on the forty hour work week shall receive 5.0 hours of Incentive Leave for successfully completing exceptional performance for physical fitness for a maximum of 30.0 hours per fiscal year.

35.2 Employees on a voluntary basis who successfully complete the advanced physical fitness test shall be eligible. Tests are provided every six months (March and September). Employees must attempt to succeed in all three components as listed below and shall receive Incentive Leave for each successful component. Successful completion of the advanced physical fitness test shall be as follows:

A) Push Ups or Chair Dips 40 repetitions (2 minutes)

B) 1.5 Mile Run

Age 18 - 25	Under 10:45
Age 26 - 29	Under 11:00
Age 30 - 34	Under 11:20
Age 35 - 39	Under 11:45
Age 40 - 44	Under 12:15
Age 45- 49	Under 13:00
Age 50+	Under 13:15

or Bike Rides 12 minutes

Age 18 - 29	3.7
Age 30 - 39	3.6
Age 40 - 49	3.5
Age 50+	3.3

C) Sit Ups 40 repetitions (2 minutes)

Note: The alternative to sit ups will be maintained unless determined otherwise by the Labor Management Committee.

35.3 In the event that at the end of the calendar year the employee has not utilized accrued Incentive Leave, said remaining Incentive Leave shall be paid at the employee's regular rate of pay.

ARTICLE 36

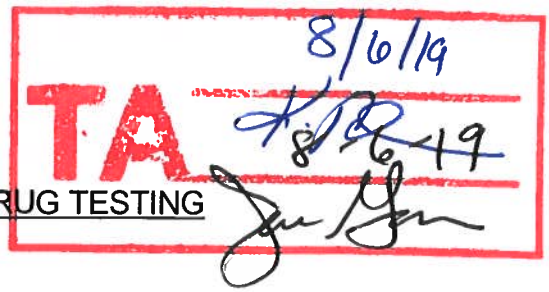
LABOR MANAGEMENT COMMITTEE

TA 9/4/19 9-4-19

36.1 There shall be a Labor Management Committee established to consist of four (4) non-bargaining unit members appointed by the Fire Chief and four (4) members appointed by the Union and one (1) Employee Relations representative. If it is mutually agreed in order to address an item on the agenda, a subject matter expert will be invited to participate. The purpose of this Committee shall be to meet monthly, unless the meeting is declined by either the Union or the City. This meeting will be to discuss concerns or ~~and confer concerning~~ problems of a general nature, including safety, which from time to time arise within the Department and to make recommendations to the Fire Chief concerning resolution of any such problems. In order to present said recommendations to the Fire Chief, the Committee shall notify the Chief of the need to meet and at such time present the recommendations. The Committee shall determine its own rules of operation. Should the meeting occur during a member's tour of duty, there shall be no loss of pay or benefits.

36.2 In any matter involving a deficiency in an item of equipment supplied by the City where specific action has been requested in writing and no such action has been taken within a reasonable time of the date of submission, the memorandum shall be submitted to the Labor Management Committee for such recommendatory action as they shall deem appropriate.

36.3 Communication during labor management meetings does not constitute collective bargaining.



ARTICLE 37

EMPLOYEE ASSISTANCE PROGRAM/DRUG TESTING

37.1 Purpose. The City of Tampa and the Union recognize that an employee's personal problems may result in a less than optimum, and even a declining, job performance. These personal problems may include, but are not limited to, emotional or behavioral problems, marital or family problems, legal problems, financial problems, alcohol abuse, or drug abuse. In keeping with the mission of the City to provide the finest of services to the citizens of Tampa and recognizing the importance of the City's human resources, the City has established an Employee Assistance Program (EAP). The goal of this program is to restore the employee to full productivity by offering guidance and referral to qualified, professional providers. It is the City's policy that an employee's participation in the EAP will not jeopardize his or her future opportunities with the City, however, the EAP shall not replace, alter or be used to circumvent the City's discipline administration policy.

37.1.1 Substance Abuse. The City of Tampa and the Union have grave concerns regarding the abuse of alcohol and other drug substances in the community. It is understood that City policy prohibits the unauthorized consumption, possession, or being under the influence of drugs or intoxicating substances while on duty. Prohibited possession excludes City supplied and authorized rescue supplies. In accordance with Florida Statute 112.0455, the term "drug" means alcohol, including distilled spirits, wine, malt alcohol beverages and intoxicating liquors, amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, ~~barbituates~~barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any substance listed herein.

37.2 Eligibility. Employees enrolled in the City's group health insurance plan are eligible for EAP services. Spouses and/or dependents of employees are eligible if the employee is enrolled in the City's group health insurance program with family coverage. Any eligible employee or family member may directly seek EAP services for any personal problem. Such problems may include, but are not limited to: depression, anxiety, stress or

psychiatric illnesses, difficulties stemming from alcohol or drug abuse or the emotional impact of problems of another person.

37.3 Program Access. Eligible employees or family members may access EAP services by:

A. Self-Referral. Employees or eligible family members may voluntarily and directly contact the EAP for services. Employees who utilize self-referral due to a substance abuse problem shall be eligible to utilize sick leave or other appropriate paid leave (or a medical leave of absence if eligible) in order to enroll in an appropriate program. Upon completion of the program, the City shall require medical substantiation regarding fitness for duty and resolution of drug or alcohol use or dependency prior to reinstatement from the leave. Reinstatement shall be conditioned on continued monitoring and testing to ensure continued and complete recovery. An employee who fails to complete the program or who resumes use of said substances after the original reinstatement shall be subject to discipline up to and including dismissal.

B. Supervisor/Department Director Mandatory Referral. A supervisor /department director, noting a declining job performance on the part of an employee which is not related to substance abuse, may mandate referral of an employee to the EAP for assessment, further referral or counseling services.

1) All mandatory referrals to the EAP must be coordinated through the City's Employee Relation's Division.

2) An employee's job will not be jeopardized by such a referral or by the employee's refusal to participate in the EAP. However, an employee's job may be jeopardized by failure to improve job

performance, and such failure will be handled according to the discipline procedures.

C. Mandatory Referral for Substance Abuse Testing. The City has the authority to require an employee to complete physical examinations to ensure that the employee is fit for duty. This includes, but is not limited to, physical examinations to determine if a specified employee is under the influence of alcohol on duty; to determine any abuse of prescription or non-prescription drugs; and, to determine any use of illegal drugs or substances. Substance Abuse Testing is provided in section 37.6

37.4 Confidentiality. The confidentiality of EAP services is absolutely essential to the program's acceptance and success. Participants have the right to complete confidentiality concerning their use of the program, the content of the sessions, and all existing case information and records. Regardless of the nature of the referral, the EAP Counselor may not disclose any information about a participating employee to the City without the employee's written consent. In the case of a supervisory referral, the EAP Counselor may communicate to the City that the employee has or has not kept appointments. The EAP Counselor may also, with the employee's consent, work with the employee and the supervisor in defining the job performance difficulties and in setting work goals for improvement. All counseling records and information from employee visits are the property of the EAP.

37.5 Appointments. Appointments may be scheduled Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. An EAP staff member is available on a 24 hour basis by beeper service for life threatening situations.

A. Employees and eligible family members may see an EAP staff member or other participating practitioner for up to three (3) sessions at no cost to the employee. Subsequent treatment sessions are available to the participating employee or family member. These services are generally at discounted rates and may be partially reimbursable under the City's Group Health Care

Plan. The EAP will endeavor to refer participants to providers covered by the City's health insurance plan, including those listed as Preferred Providers.

1) Supervisory referrals may be scheduled during the employee's work hours. Self-referrals are to be scheduled during the employee's own time through the use of paid or unpaid leave, as applicable.

37.6 Drug Testing. The requirement of an employee to complete a drug test shall be based on reasonable suspicion and/or the Random Substance Abuse Examination Program.

A. Reasonable Suspicion.

1) The requirement of an employee to complete a drug or alcohol screen or test shall be based on the standard of "reasonable suspicion". Reasonable suspicion is based on a belief that an employee is using or has been using drugs based on specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.

Reasonable suspicion requires a recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things such facts and inferences may be based upon:

a) Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug. For example, physical symptoms commonly associated with drug usage such as slurred speech, altered motor

b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

c) A report of drug use, provided by a reliable and credible source, which has been independently corroborated.

e) Evidence that an individual has tampered with a drug test during his/her employment with the current employer.

f) Information that an employee has caused, or contributed to, an accident while at work.

g) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs.

2) The supervisor having reasonable suspicion of the use of alcohol or drugs shall immediately contact the Personnel Chief.

3) The Fire Department shall notify the City's Employee Relations Division and shall meet with and inform an employee that, in the opinion of the City, there is a basis for reasonable suspicion and of the City's intention to schedule a drug or alcohol screen or test. At said meeting, the City shall consider the comments from the employee regarding the matter and shall then make the determination of whether to proceed and require the screen or test. If it is determined, at the sole discretion of the City, that a drug test will be required, the employee shall be immediately escorted to the appropriate facility for tests. Refusal by an employee to submit to said test shall be grounds for dismissal.

the sole discretion of the City, that a drug test will be required, the employee shall be immediately escorted to the appropriate facility for tests. Refusal by an employee to submit to said test shall be grounds for dismissal.

4) The employee shall not be allowed to drive. Prior to transport, the Fire Department shall obtain the employee's signature on the "Consent to Perform" and obtain a witness of the signature. The "Consent to Perform" must be presented upon arrival at the facility for testing.

5) All specimen collecting and testing shall be performed in accordance with FS 112.0455(8)(a) through (h). All positive initial tests shall be confirmed using gas ~~chromotography~~chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Department of Health and Rehabilitative Services as such technology becomes available in a cost effective form. Pending the results of the test, the employee may be placed on sick leave. If the employee does not have a sufficient sick leave balance, the employee may be placed on annual leave or Absence Without Pay (AWP) when an insufficient annual leave balance exists.

6) If an employee tests positive, the employees shall be placed on sick leave (or a medical leave of absence if eligible when there is an insufficient leave balance) and shall be referred to the City's Employee Assistance Program (EAP) for counseling, further drug testing, and/or enrollment in an appropriate program. Upon completion of the program, the City shall require medical substantiation regarding fitness for duty and resolution of drug or alcohol use or dependency prior

to reinstatement from sick leave or the medical leave of absence. Reinstatement shall be conditioned on continued monitoring and testing to ensure continued and complete recovery. Only one such referral to the Employee Assistance Program shall be permitted. An employee who fails to complete the program or who resumes use of said substances after the original reinstatement to work shall be dismissed.

7) If an employee test negative, any paid or unpaid leave utilized pending the test results shall be corrected to regular pay status.

B. Random Substance Abuse Program. Effective July 1, 2011, the City will implement the Random Substance Abuse Examination Program. The procedures and requirements for this program shall continue to be provided by TFR R&R 102.051 which shall continue to include the following requirements:

1) Utilization of the services of The Randomizer (referred hereafter as the "vendor"), a third party contractor who will be responsible for the random selection process which shall occur on a bi-weekly basis to the Fire Personnel Chief via email;

a) In the event that it is already known by the Personnel Chief that the employee selected has separated from employment, is on workers' compensation or other approved leave for the two week period, the Personnel Chief shall notify the vendor to provide another employee name. The Personnel Chief shall document the reason for the request for the replacement name. This process shall be repeated until a name is provided that can result in testing.

2) A total of 26 employees shall be tested annually;

3) The confidential notification of the employee selected shall be provided by R&R 102.051 and shall occur on the employee's first scheduled work shift for the week, with testing completed by 1200 hours;

   a) In the event that the Personnel Chief, when serving notification becomes aware the employee is not at work or will not be available for the two week period, the Personnel Chief shall contact the vendor for a replacement name as provided above.

   b) If the employee is not available on the employee's first scheduled work shift for the week, the Personnel Chief shall continue to maintain the confidentiality of the employee's name until the employee returns to a scheduled work shift during the two week period, at which time the testing process shall proceed. Documentation of the reason for the determination of the testing date (i.e. missed workdays) shall be completed by the Personnel Chief.

4) Upon completion of testing, the employee shall be relieved from duty (RFD) for the remainder of their work shift, reporting back to duty on their next scheduled duty shift;

5) Refusal to submit to the test shall be grounds for discipline up to and including dismissal;

6) A positive drug test will be reported for any urine drug test which has been verified by the Medical Review Officer if the testing laboratory

determines the specimen contains a drug (or metabolite) above the screening and confirmatory test threshold levels;

7) A negative drug test result will be reported for any urine drug test, which has been analyzed by the testing laboratory and found not to contain a drug (or metabolite) above the screening levels;

8) A negative test result will also be reported for any urine drug test result which has been analyzed by the testing laboratory and found to contain a drug (or metabolite) above the screening and confirmatory test threshold levels, if the Medical Review Officer subsequently determines the result is negative based on verification of prescription information or other acceptable verifiable explanations;

9) The drug testing/urine collection process including collection site chain of custody, facility, specimen minimum amounts and inspection, medical review officer procedures, retention of specimens and all other related matters shall be in accordance with F.S. 1112.0455 (8), (9), (12), and (13).

10) If an employee tests positive, the employee shall be placed on sick leave (or a medical leave of absence if eligible when there is an insufficient leave balance) and shall be referred to the City's Employee Assistance Program (EAP) for counseling, further drug testing, and/or enrollment in an appropriate program. Upon completion of the program, the city shall require medical substantiation regarding fitness for duty and resolution of drug or alcohol use or dependency prior to reinstatement from sick leave or the medical leave of absence. Reinstatement shall be conditioned on continued monitoring and testing to ensure continued and complete recovery. Only one such referral to the Employee Assistance Program shall be permitted. An employee who fails to complete the

program or who resumes use of said substances after the original reinstatement to work shall be dismissed.

CONSENT TO PERFORM

I, _____, consent to the collection of blood and/or urine samples, as requested by the City of Tampa, for the purpose of determining the presence of alcohol and/or drugs, if any.

I furthermore authorize the release of any and all information obtained during the testing procedure to the City of Tampa.

I understand that my alteration of this consent form, refusal to consent to or cooperate fully with the collection of the blood and/or urine samples; or my refusal to authorize release of information to the City of Tampa constitutes insubordination and is grounds for termination.

I also understand that a positive result for the drugs tested may be considered grounds for termination and may result in mandatory referral to the City of Tampa's Employee Assistance Program and required satisfactory completion of any course of treatment prescribed by the EAP.

_____ _____

Employee Signature Date

_____

Witness

ARTICLE 38

FORMAL INVESTIGATIONS

38.1 The City shall adhere to the Firefighters' Bill of Rights, FS112.81-112.82, which provides as follows:

Whenever an employee is subjected to an interrogation, such interrogation shall be conducted in the following manner:

(a) The interrogation shall be conducted at Fire Station #1.

(b) No employee shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The employee shall be informed beforehand of the names of all complainants.

(c) All interrogations shall be conducted at a reasonable time of day, preferably when the employee is on duty, unless the importance of the interrogation is of such a nature that immediate action is required.

(d) The employee under investigation shall be informed of the name, rank, and unit of command of the person in charge of the investigation, the interrogators, and all persons present during any interrogation.

(e) Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

(f) The employee being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.

(g) A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the employee under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

(h) Upon the request of an employee who is the subject of an interrogation, the employee shall have the right to be represented by a representative of his/her choice including an attorney who shall be present at all times during such interrogation. Whenever such representation is not immediately available, the interrogation shall be postponed for a reasonable period in order to afford the employee the opportunity to a representative.

(i) In any matter where a Firefighter is required to submit a written statement justifying or explaining his/her actions in a particular situation, the Firefighter, upon his/her request, shall be granted twenty-four (24) hours or until the start of his/her next scheduled shift, whichever is sooner, to submit such a statement.

(j) Should an employee be charged with conduct unbecoming a Firefighter, the charge shall be specific in its allegations and shall describe the conduct which is the basis of the charge.

(k) Definitions

(1) "Interrogation" means the questioning of an employee by the City in connection with a formal investigation or an administrative proceeding but shall not include arbitration or civil service proceedings. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.

(2) "Administrative proceeding" means any nonjudicial hearing which may result in the recommendation, approval, or order of disciplinary action against, or suspension or discharge of, an employee.

(3) "Formal investigation" means the process of investigation ordered by management personnel, after the management personnel have previously determined that

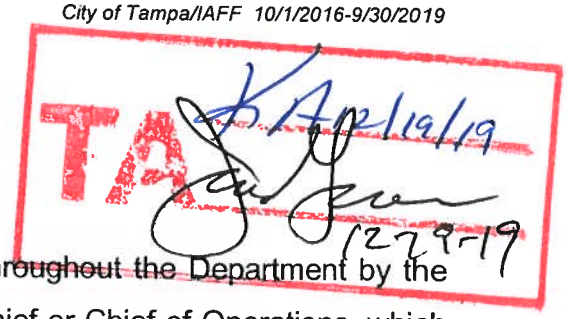
the employee shall be reprimanded, suspended, or removed, during which the questioning of an employee is conducted for the purpose of gathering evidence of misconduct.

(4) "Informal inquiry" means a meeting by supervisory or management personnel with an employee about whom an allegation of misconduct has come to the attention of supervisory or management personnel, the purpose of which meeting is to mediate a complaint or discuss the facts to determine whether a formal investigation should be commenced.

38.2 When an employee is under investigation neither the employee, the union or other employee representative, nor any employee of the City shall make any public statements concerning the facts of the case until such time as the investigation has been concluded and action has been taken on result of such an investigation.

38.3 Employees will be afforded the right to have a Union representative present at any meeting when the employee reasonably believes that such a meeting might result in disciplinary action. This includes all meetings with Fire management personnel. It will be the employee's responsibility to notify the Union if representation is desired.

38.4 In the event the Firefighters' Bill of Rights is modified during the life of this agreement, the current signed bill will take precedence.



ARTICLE 39

PREVAILING RIGHTS

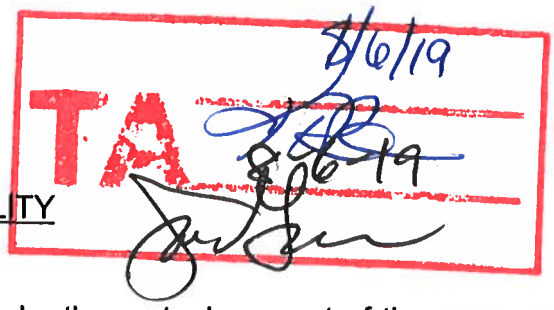
39.1 All rights and working conditions enjoyed throughout the Department by the employees at the present time and known to the Fire Chief or Chief of Operations, which are not included in this Agreement, shall be presumed to be reasonable and proper and shall not be changed by the City in an arbitrary or capricious manner; provided that nothing contained herein shall limit the City's right to establish or change working rules and regulations.

Prior to implementing any change in Tampa Fire Rescue SOG's effecting unit employees, the Union shall be afforded thirty (30) calendar days notice in advance of the implementation. Within this thirty (30) day notice period, the Union may notify the Fire Chief of its interest in discussing the matter. This same thirty (30) calendar day period shall be considered the time limit for filing a class action grievance at the first step. For non- SOG situations, within thirty (30) calendar days of the change or the date on which the Union knew or should have known of the change, the Union may notify the Fire Chief of its interest in discussing the matter. The same thirty (30) calendar day period shall be considered the time limit for filing a class action grievance at the first step.

Within seven (7) calendar days of receipt of notification from the Union of its interest in discussing either SOG or non-SOG issues, the Fire Chief and the Director of Human Resources shall meet with the Union in order to receive and review the Union's recommendation.

ARTICLE 40

AMENDMENT AND SEVERABILITY



40.1 This Agreement may be amended at any time by the mutual consent of the parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto.

40.2 Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

40.3 This exercise or nonexercise by the City of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in some other way in the future.

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

ARTICLE 41

DURATION, MODIFICATION AND TERMINATION

41.1 This Agreement shall be effective October 1, 2019~~6~~ and shall continue in full force and effect until September 30, 2022~~19~~. If an Agreement is not made by September 30, 2022~~19~~, all articles in this contract shall remain status quo until an Agreement is made. At least ninety (90) days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

ARTICLE 42

Sick Leave Sell Back Policy

The City of Tampa will provide the benefit for sworn employees eligible to retire the option to use accrued sick leave time to fund their Deferred Compensation Program pursuant to the terms of this policy and consistent with Internal Revenue Service (IRS) regulations in the following manner:

A. An employee who is within three years of the completion of his/her DROP period and who wishes to sell back accrued sick leave must notify the City, in writing of his/her election to participate no more than three years before the end of his/hers DROP period.

B. The annual election to sell back accrued sick leave becomes irrevocable once the employee makes such election.

C. When an employee elects to sell back accrued sick leave, the City will compensate the employee on an hour-for-hour basis for one third of 50% of the hours that are in the balance at the time the election was made. Leave will be depleted in three equal annual installments during the three-year period prior to normal retirement eligibility. Advance payments will be made on an hour-for-hour basis at the employee's regular rate of pay at the time the payments are made. An employee's contribution to all deferred compensation accounts shall be limited by applicable IRS regulations.

D. Periods of employee election, and payment dates shall be established by the City of Tampa in accordance with IRS regulations. To initiate participation in this program, employees must submit the **Initial Election to Participate in the Annual Sick Leave Sell Back Program for Deferred Compensation** (Sworn Employees Only) form.

E. Sick leave sell back is limited to once per payroll calendar year. Employees may elect to sell the sick leave at any time during the calendar year by submitting the **Annual Election of Sick Leave Sell Back Program for Deferred Compensation** (Sworn Employees Only) form.

F. Any sick leave accrual during the three year sell back period would not be included in the advance payments. Any leave remaining in an employee's sick leave balance will be paid to the employee in a lump sum at retirement in accordance with policies.

G. Employees can only sell back/defer the allowable calendar year maximum amount permitted by IRS rules. Employees electing the three year IRS "catch-up" provision must present documentation every year from the Deferred Compensation vendor clearly identifying the maximum contribution allowed for the year.

H. Additionally, as part of this program an employee's membership in the Sick Leave Bank is terminated at the time of election to participate.

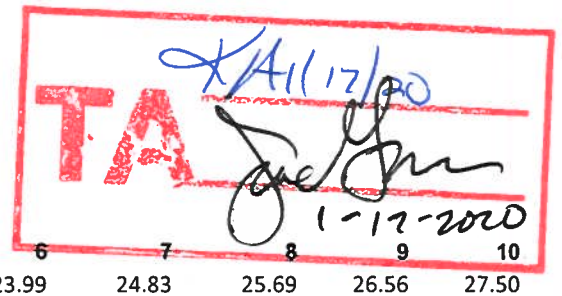
I. This option is not available to an employee who would have fewer than eighty (80) hours sick leave at the time of election to participate.

J. As with all benefits programs, this program may be altered or discontinued at any time. Any dispute arising over the Sick Leave Sell Back Policy may not be appealed through any grievance/arbitration procedures.

APPENDIX A

F-1	Firefighter
F-3	Driver Engineer
	Asst. Fire Inspector
	Asst. Fire Investigator
F-4	Paramedic*
F-5	Rescue Lieutenant
F-7	Fire Captain
	Fire Inspector/Investigator
	Training Officer*
	Personnel Officer*
	Emergency Equipment Medical Supply Officer*
	Medical Support Officer *
F-10	District Fire Chief
	Fire Inspections Supervisor/
	Fire Investigations Supervisor
	Rescue Division Officer*
F-11	Shift Commander*

*Assignments at the discretion of the Fire Chief



The following rates of pay shall be effective September 22, 2019 (3%)
GRADE

Step	EMT1	EMT2	EMT3	1	2	3	4	5	6	7	8	9	10	11	12	
F-1	18.21	18.84	19.51	20.18	20.89	21.62	22.39	23.15	23.99	24.83	25.69	26.56	27.50	28.49	33.53	Hourly*
	45,452.16	47,024.64	48,696.96	50,369.28	52,141.44	53,963.52	55,885.44	57,782.40	59,879.04	61,975.68	64,122.24	66,293.76	68,640.00	71,111.04	83,690.88	Annual

	1	2	3	4	5	6	7	8
F-3	25.90	26.81	27.76	28.72	29.74	34.05	35.23	36.48
	64,646.40	66,917.76	69,288.96	71,685.12	74,231.04	84,988.80	87,934.08	91,054.08

	3	4	5	6	7	8	9	10	11	12
F-4	22.62	23.41	25.87	26.78	27.72	28.69	29.71	30.74	31.79	37.07
	56,459.52	58,431.36	64,571.52	66,842.88	69,189.12	71,610.24	74,156.16	76,727.04	79,347.84	92,526.72

	3	4	5	6	7	8	9	10	11
F-5	26.78	27.73	28.69	29.71	30.74	36.74	37.46	38.21	39.37
	66,842.88	69,214.08	71,610.24	74,156.16	76,727.04	91,703.04	93,500.16	95,372.16	98,267.52

	3	4	5	6	7	8
F-7	33.48	34.65	35.85	38.37	39.70	42.54
	83,566.08	86,486.40	89,481.60	95,771.52	99,091.20	106,179.84

	3	4	5	6	7	8
F-10	38.57	39.93	41.35	42.78	44.27	47.34
	96,270.72	99,665.28	103,209.60	106,778.88	110,497.92	118,160.64

	6	7	8
F-11	47.34	49.03	50.78
	118,160.64	122,378.88	126,746.88

* Hourly rates are indicated based on 2496 hours annually and for computer purposes.
Employees assigned to the 40 hour work week receive the same annual salary with applicable hourly rate adjustment. See Article 9.3. Bi-weekly payroll draw based on 96 hours.

The following rates of pay shall be effective September 20, 2020 (3%)
GRADE

Step	EMT1	EMT2	EMT3	1	2	3	4	5	6	7	8	9	10	11	12	
F-1	18.76	19.41	20.10	20.79	21.52	22.27	23.06	23.84	24.71	25.57	26.46	27.36	28.33	29.34	34.54	Hourly*
	46,824.96	48,447.36	50,169.60	51,891.84	53,713.92	55,585.92	57,557.76	59,504.64	61,676.16	63,822.72	66,044.16	68,290.56	70,711.68	73,232.64	86,211.84	Annual

	1	2	3	4	5	6	7	8
F-3	26.68	27.61	28.59	29.58	30.63	35.07	36.29	37.57
	66,593.28	68,914.56	71,360.64	73,831.68	76,452.48	87,534.72	90,579.84	93,774.72

	3	4	5	6	7	8	9	10	11	12
F-4	23.30	24.11	26.65	27.58	28.55	29.55	30.60	31.66	32.74	38.18
	58,156.80	60,178.56	66,518.40	68,839.68	71,260.80	73,756.80	76,377.60	79,023.36	81,719.04	95,297.28

	3	4	5	6	7	8	9	10	11
F-5	27.58	28.56	29.55	30.60	31.66	37.84	38.58	39.36	40.55
	68,839.68	71,285.76	73,756.80	76,377.60	79,023.36	94,448.64	96,295.68	98,242.56	101,212.80

	3	4	5	6	7	8
F-7	34.48	35.69	36.93	39.52	40.89	43.82
	86,062.08	89,082.24	92,177.28	98,641.92	102,061.44	109,374.72

	3	4	5	6	7	8
F-10	39.73	41.13	42.59	44.06	45.60	48.76
	99,166.08	102,660.48	106,304.64	109,973.76	113,817.60	121,704.96

	6	7	8
F-11	48.76	50.50	52.30
	121,704.96	126,048.00	130,540.80

* Hourly rates are indicated based on 2496 hours annually and for computer purposes.
Employees assigned to the 40 hour work week receive the same annual salary with applicable hourly rate adjustment. See Article 9.3. Bi-weekly payroll draw based on 96 hours.

The following rates of pay shall be effective September 19, 2021 (3%)
GRADE

Step	EMT1	EMT2	EMT3	1	2	3	4	5	6	7	8	9	10	11	12	
F-1	19.32	19.99	20.70	21.41	22.17	22.94	23.75	24.56	25.45	26.34	27.25	28.18	29.18	30.22	35.58	Hourly*
	48,222.72	49,895.04	51,667.20	53,439.36	55,336.32	57,258.24	59,280.00	61,301.76	63,523.20	65,744.64	68,016.00	70,337.28	72,833.28	75,429.12	88,807.68	Annual

	1	2	3	4	5	6	7	8
F-3	27.48	28.44	29.45	30.47	31.55	36.12	37.38	38.70
	68,590.08	70,986.24	73,507.20	76,053.12	78,748.80	90,155.52	93,300.48	96,595.20

	3	4	5	6	7	8	9	10	11	12
F-4	24.00	24.83	27.45	28.41	29.41	30.44	31.52	32.61	33.72	39.33
	59,904.00	61,975.68	68,515.20	70,911.36	73,407.36	75,978.24	78,673.92	81,394.56	84,165.12	98,167.68

	3	4	5	6	7	8	9	10	11
F-5	28.41	29.42	30.44	31.52	32.61	38.98	39.74	40.54	41.77
	70,911.36	73,432.32	75,978.24	78,673.92	81,394.56	97,294.08	99,191.04	101,187.84	104,257.92

	3	4	5	6	7	8
F-7	35.51	36.76	38.04	40.71	42.12	45.13
	88,632.96	91,752.96	94,947.84	101,612.16	105,131.52	112,644.48

	3	4	5	6	7	8
F-10	40.92	42.36	43.87	45.38	46.97	50.22
	102,136.32	105,730.56	109,499.52	113,268.48	117,237.12	125,349.12

	6	7	8
F-11	50.22	52.02	53.87
	125,349.12	129,841.92	134,459.52

* Hourly rates are indicated based on 2496 hours annually and for computer purposes.
Employees assigned to the 40 hour work week receive the same annual salary with
applicable hourly rate adjustment. See Article 9.3. Bi-weekly payroll draw based on 96 hours.

APPENDIX B

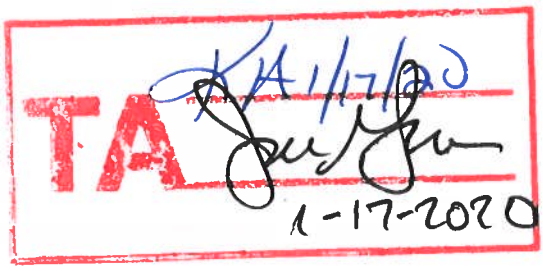
MANUAL LEAVE CONVERSION CHART

TA KA 9/4/19 9/4/19

MINUTES	80 HOUR OR 96~~104~~ HOURS ASSIGNED	96 HOURS ASSIGNED BUT WORKING 80
06 to 11	0.1 Hour	0.1 Hour
12 to 17	0.2	0.2
18 to 23	0.3	0.4
24 to 29	0.4	0.5
30 to 35	0.5	0.6
36 to 41	0.6	0.7
42 to 47	0.7	0.8
48 to 53	0.8	0.9
54 to 59	0.9	1.0
60 to 65	1.0	1.2
HOURS		
1.0	1.0	1.2
2.0	2.0	2.4
3.0	3.0	3.6
4.0	4.0	4.8
5.0	5.0	6.0
6.0	6.0	7.2
7.0	7.0	8.4
8.0	8.0	9.6
etc.	etc.	etc.

For example, an employee on 80 hour light duty with assigned hours of 96 on the payroll who is on annual leave for one day (8 hours) is indicated as 9.6 ANN, 86.4 REG.

APPENDIX C



Bi Weekly Payroll Draw

Formula:

CA ÷ Hours Worked = RATE

RATE X 96 = Payroll Draw

Definitions -

1. CA = Computer Average. This figure is the annual salary (per appendix of the Agreement) divided by 2,496 hours to equal the Rate. The Rate is multiplied by 96 hours to equal the CA.

Example: $24,984.96 ÷ 2496 = $10.01

$10.01 X 96 = $960.96

CA = $960.96

2. Hours Worked = Hours actually worked or on paid leave (exclusive of overtime). Unless unpaid time occurs this figure would equal 120, 96 or 72 hours.

Example: $960.96 ÷ 120 = $8.008 = $8.008

$8.008 X 120 = $960.96

$960.96 ÷ 96 = $10.01 = $10.01

$10.01 X 96 = $960.96

$960.96 ÷ 72 = $13.34666 = $13.347

$13.347 X 72 = $960.98

Leave Accrual - 4.8 hour basis

For computer purposes, the 4.8 hours per bi-weekly paycycle is converted to .05.

Formula:

Hours Worked* X .05 = Accrual Amount

*Definition same as above #2.

Example:

120 X .05 = 6.0

96 X .05 = 4.8

72 X .05 = 3.6

Union
12/19/19

APPENDIX D

Promotions/assignments (Article 32) result in the following step placement:

Grade F-1 to F-3:

F-1 Step:	F-3 Step:
2	1
3	1
4	1
5	1
6	1
7	1
8	~~1~~ 2
9	~~2~~ 3
10	~~3~~ 4
11	4 5
12	~~6~~ 7

Grade F-1 to F-4:

F-1 Step:	F-4 Step:
1	3
2	2
3	3
4	~~3~~ 4
5	4 5
6	5
7	5
8	~~5~~ 6
9	~~6~~ 7
10	~~7~~ 8
11	~~8~~ 9
12	12

Grade F-3 to F-4:

F-3 Step:	F-4 Step:
1	6
2	7
3	8
4	9
5	10
6	12
7	12
8	12

Grade F-4 to F-5:

F-4 Step:	F-5 Step:
6	4
7	5
8	6
9	7
10	8
11	8
12	~~9~~ 10

Grade F-3 to F-7:

F-3 Step:	F-7 Step
4	3
5	3
6	4 5
7	~~5~~ 6
8	6

Grade F-5 to F-7:

F-5 Step:	F-7 Step:
6	3
7	3
8	6
9	~~6~~ 7
10	~~7~~ 7
11	~~7~~ 8

Grade F-7 to F-10:

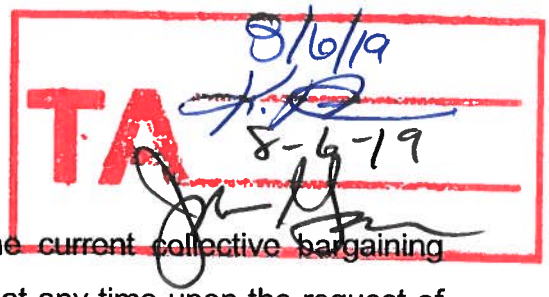
F-7 Step:	F-10 Step:
7	4 5
8	~~6~~ 7

Grade F-10 to F-11:

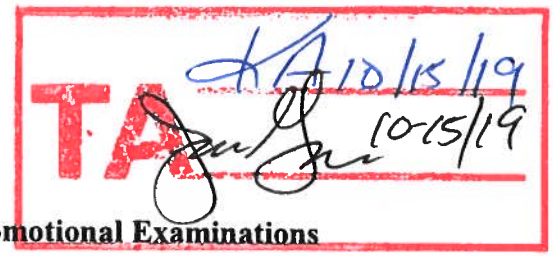
F-10 Step:	F-11 Step:
7 or less	6
8	7

TA 12/19/19
1-17-2020

APPENDIX E



The IAFF and the City agree that during the life of the current collective bargaining agreement, all pension matters are subject to negotiation at any time upon the request of either the IAFF or the City.



Appendix F

Certification and Education Points for Fire Promotional Examinations

Promotional candidates may apply certification points and degree points based on their highest education accomplishment (effective for promotional testing beginning in 2021). The point structure is as follows:

Certifications:
Individuals holding the following State of Florida certifications will receive cumulative points per certification up to a maximum of three (3) points.

Certification	Points
State of Florida Fire Safety Inspector I	1
State of Florida Fire Officer I	1
State of Florida Fire Officer II	1

Education Points for Fire Promotional Examinations

Individuals holding a degree will receive stated points for the highest degree held.
Degrees obtained from a nationally or regionally accredited institution:

Education	Points
Associates Degree	3
Bachelor's Degree	5
Master's Degree	7