

Labor Agreement

Between the  
City of Brooksville and  
Brooksville Professional Fire Fighters Local#: 4661  
of  
International Association of Fire Fighters

Final Agreement between the City and Union April 2023

4/4/23 { pc: HR - to distribute to  
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## **Article 1- Recognition**

**Section 1-1. Agreement.** This Agreement is made and entered into by the City of Brooksville, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as Employer or City) and the Brooksville Professional Firefighters Local 4661 of the International Association of Firefighters, (hereinafter referred to as Union), in accordance with Chapter 447 of the Florida Statutes.

**Section 1-2. Recognition by Employer.** Employer hereby recognizes Union as the exclusive representative of Employees in the Bargaining Unit (hereinafter "Employees") for the purpose of collective bargaining with Employer regarding wages, hours, and other terms and conditions of employment. This Agreement shall apply to those Employees who are included in the Bargaining Union, is certified to represent under Florida Public Employees Relations Commission (hereinafter referred to as Florida PERC), Certification # 1677, as amended. The Bargaining Unit shall include all full-time Employees occupying any position in the classifications listed in Florida PERC Certification# 1677, as amended.

**Section 1-3. Purpose and Entire Agreement.** The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between and among Employer, its Employees (both individually and collectively) and Union. The Agreement is in no way intended to supersede or waive any other right that either party may be entitled to under Federal, State or Local statute. The parties acknowledge that, during negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after exercise of such right and opportunity, are set forth herein and constitute the entire agreement between the Union and Employer.

## **Article 2- Management Rights**

**Section 2-1. Management Rights.** The City reserves and retains all rights, powers, prerogatives, and authority customarily exercised by management and shall retain all constitutional, ordinance, inherent, common law or other rights to organize, plan, direct, control, operate, and manage its offices and those of its employees it enjoyed prior to entering into this Collective Bargaining Agreement, except as expressly limited or modified by a specific provision of this Agreement. It is the right of the City to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public and to exercise control and discretion over its organization and operations. It is also the right of the City to direct its Employees, to take disciplinary action for just cause, and relieve its Employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude the bargaining unit members or the Union from raising grievances should the decision on the above matters

violate the terms and conditions of this collective bargaining agreement. The City's Management Rights include, but are not limited to, the following:

- A. To determine the organization of the city and the Fire Department and to exercise control and discretion over efficiency of operations of the City.
- B. To determine the purpose, mission, and functions of the Fire Department and its constituent divisions/ operations.
- C. To perform those duties and exercise those responsibilities which are assigned to it by Federal and State Law, by City Ordinance, or by City regulations.
- D. To decide the number, location, design and maintenance of the Fire Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities.
- E. To set standards for services to be offered to the public.
- F. To manage and direct the Employees of the City.
- G. To hire, examine, classify, promote, train, transfer, assign, schedule and retain Employees in positions with the city.
- H. To select supervisory and managerial personnel on any basis deemed "appropriate" by the city.
- I. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve Employees from duties because of lack of work, funds or other legitimate reasons.
- J. To establish, change or modify the number, types and grades of positions or Employees assigned to an organization, unit, department, or project.
- K. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
- L. To make, issue, publish, modify, and enforce policies, procedures, rules, standard operating procedures and regulations as the City and Fire Department may from time-to-time deem best.

**Section 2-2. Civil Emergency.** In the event of a state emergency as declared by a federal, state, or local Emergency Management Official, the City and Union recognize that the provisions of this Agreement may be suspended during the time of the declared state of emergency, provided that

wage rates and momentary fringe benefits shall not be suspended.

**Section 2-3. Rules and Regulations.** The City's personnel policies, rules and regulations relating to wages, hours and conditions of employment covered by this Agreement will not change unless bargained for or waived by the Union.

**Section 2-4. No Strike/ No Lockout.** There will be no strikes, work stoppages, slowdowns, boycotts, or concerted failure or refusal to perform assigned work (as per Florida Statute §477.505) by the Employees or the Union and there will be no lockouts by the city for the duration of this Agreement. The Union supports the city fully in maintaining normal operations. Any Employee who participates in or promotes the above activities shall be subject to disciplinary action up to and including immediate termination of employment in which event the Employee may grieve such action under the Grievance Procedure set forth in this Agreement.

### **Article 3- Definitions**

**Section 3-1. Definitions.** Whenever used in the Agreement, the following words or terms shall mean:

*Accrue* means to accumulate, increase, or collect.

*Classification* shall mean Captain, Driver, or Fire Fighter.

*Down Time*, for purposes of this Agreement, shall be defined as the period after daily duties and non-emergency activity is completed.

*Employment Anniversary Date* means the annual date coinciding with the Employee's date of hire without any break in service or employment.

*Full-time Employee* is defined as an Employee who is regularly scheduled to work thirty (30) or more hours per workweek.

*Immediate Family*, unless otherwise required by law or as otherwise defined herein, shall mean spouse, children, father, mother, brother, sister, in-laws (father, mother, brother, sister, son or daughter only), step- parent, stepchild, stepbrother, stepsister, grandmother, grandfather, grandchild, or legal guardian; or any other relative currently residing in the same household.

*Initial Shift Swap* shall mean, for the purposes of Mutual Time, the initial or first shift that is being traded and is worked by an Employee who will owe a payback shift.

*Mutual Time* shall mean the practice of two Employees entering into an agreement to exchange

scheduled work shifts.

*Pay Back Shift* shall mean, for the purposes of Mutual Time, the subsequent or second shift that is being paid back as a result of a trade for the initial shift being worked.

*The Pay Period* shall mean the period of time, typically two workweeks, in which an Employee is paid for Hours Worked.

*Pro-Rate* means to calculate based on hours/month or portions of hours/months.

*Regular Employee* shall mean an Employee who is regularly scheduled to work each workweek or pay period, but not temporary or seasonal employees.

*Shift* shall mean a 24-hour period.

*Union Executive Committee* shall include the President, Vice President, and Secretary /Treasurer of the Union.

**Section 3-2. Computing Time.** In computing any period of time of calendar days prescribed by this Agreement for taking some actions set forth in this Agreement, the following rules apply:

- A. The day of the act, event, or occurrence from which the designated period of time begins shall not be included or counted; and
- B. The last day of the designated period of time shall be included or be counted, unless it is a Saturday, Sunday, or Holiday, in which case the period runs until the end of the next day which is not one of these aforementioned days.

#### **Article 4-Non Discrimination**

**Section 4-1. Non- Discrimination.** The Employer and Union agree not to interfere with the right of any Employee covered by this Agreement to become a member of the Union, withdraw from membership with the Union, or refrain from becoming a member of the Union. There shall be no discrimination against any Employee covered by this Agreement due to Union membership or activity or lack of Union membership or activity.

**Section 4-2. ADA/ ADEA Language.** The Employer and Union agree to comply with all applicable federal and state laws and regulations regarding the Americans with Disabilities Act and the Age Discrimination in Employee Act (ADEA). Any alleged violation of this Section shall be addressed in accordance with applicable federal, state, and local law and not pursuant to the grievance procedure set forth in this Agreement.

## **Article 5- Union Business, Pride and Practice**

**Section 5-1. Union Business.** The Union Executive Committee and Union members may perform certain union business while on- duty as long as such activity does not impede or interfere with emergency response or normal operations. Union business which may be performed while on-duty shall be limited to meetings with the City Manager, Fire Chief or other City representative relating to Grievances under this Agreement and other Union business which may be performed at the Fire Station, as set forth in this Section. No official Union business meetings or Union political action committee meetings shall be held on City property. If Union members desire to participate in special fundraising events on City time or using City property, then such participation shall require prior approval from the City.

Employees elected or appointed to represent the Union shall be granted time off to perform their Union functions including, but not limited to, attendance at meetings outside the City limits, special meetings, conventions, seminars, and conferences using the Union Paid Leave Bank or the Employee's own accrued Vacation Leave. Request for leave under this Section shall be made in accordance with standard leave procedures or as otherwise set forth in this Agreement.

Members of the Union Negotiating Team shall be allowed time off for all contract negotiation meetings which shall be mutually set by the City and the Union.

**Section 5-2. Bulletin Boards(s).** Employer agrees to provide space for one (1) bulletin board in each station, the location of which shall be determined by the Fire Chief. Union, at its expense, may install one (1) bulletin board not to exceed approximately 24"x36" in each station. Bulletin board space may be used for posting official Union notices but shall be restricted to: a) notices of Union recreational and social affairs; b) notices of Union elections and results of elections; c) notices of Union appointments; d) notices of Union meetings; and e) agenda/minutes of Union meetings. All costs in preparing and posting Union notices shall be borne by the Union.

## **Article 6- Dues, Payroll Deductions and Personnel Records**

**Section 6-1. Payroll Deduction.** Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues only. The City will begin deducting dues at the next upcoming pay period upon the receipt of a legally valid payroll deduction authorization form.

**Section 6-2. Changes in Dues.** Union shall notify Employer's Human Resources Department in writing of any changes in dues no less than thirty (30) calendar days prior to the anticipated effective date for such changes. Proper payroll deduction authorization forms must be completed by the Union member.

**Section 6-3. Transmission of Dues to Union.** Dues deducted from Employees paychecks shall be paid to the Union in a timely fashion.

**Section 6-4. Limitation on Payroll Deductions.** Employer shall not be required to deduct or collect any sum which represents fines, penalties or special assessments levied by Union.

**Section 6-5. Indemnity.** Union and Employees shall indemnify, defend, and hold Employer harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the payroll deduction of Union dues.

### **Article 7- Probation and Promotion**

**Section 7-1. Initial and Promotional Probation.** All Employees hired by Employer shall serve an initial probationary period for twelve 12 months ensuring proper training and evaluation of employee during the probationary period Employees terminated during the initial probationary period may not grieve or arbitrate the termination under this Agreement. The Fire Chief or designee may extend probation up to three (3) months for remediation in a specific area, if warranted. Employees promoted into a new position must serve a six 6-month probationary period. The Employee will be evaluated periodically during his or her promotional probationary period in the new position. Employees that are not able to successfully complete the probationary period, as determined by the Fire Chief, may be returned to their original position if it is still available, or may apply for any open position within the City for which they are qualified for and selected by the City.

**Section 7-2. Seniority.** Seniority shall be defined as total time of regular employment and continuous service from date of hire with the City of Brooksville without a break in service.

**Section 7-3. Promotional Testing.** To sit for a test all applicants must meet all qualifications established for the particular promotional opportunity sought. A list of qualified applicants for each position being tested will be furnished to the Union upon reasonable written request. Current reference material will be made available to Collective Bargaining Unit applicants. For any and all pre-employment and promotional testing a list shall be established and remain in effect for the length of one year.

### **Article 8- Reductions in Force**

**Section 8-1. Personnel Reduction.** The City may lay off Employees due to changes in position duties, departmental reorganization, lack of work, unavailability of funds, or for any other operational reason. When deemed operationally feasible by the City Manager, Employees who are

laid-off in one department may be integrated into other departments by transfer. The City shall determine the number of Employees to be laid off and the department and/or work area from which they will be laid-off. Selection of Employees to be laid-off shall be based on seniority and disciplinary record. All laid-off Employees have the option of stepping down to reserve status if a position is available until full-time employment can resume.

**Section 8-2. Recall and Reemployment.** Employees laid-off shall have a recall status for a period of two (2) years from the date of lay off. It shall be the responsibility of the Employee to keep a current address on file with the City for this period in case of recall. The City shall notify the Employee in writing when a recall is being made by way of certified return receipt mail to the address on file. The Employee will have fifteen (15) calendar days from the date of delivery of written notice of recall to respond to the City. Re-employment of Employees in layoff status shall be in reverse order of lay off.

### **Article 9- Benefits**

**Section 9-1. Group Medical Insurance.** The City agrees to provide the opportunity for employees covered by this Agreement to participate in the City's Group Medical Insurance in the same manner and under the same conditions as are offered to non-bargaining unit employees. The City reserves the right to change insurance carriers and the terms of the insurance plan, including the City's level of funding for such benefits and the Union reserves the right to bargain any such changes.

**Section 9-2. Group Term Life Insurance.** The City agrees to comply with the Life Insurance requirements as require by Fla. Stat. §112.091, as amended; and, as of October 1, 2009, the City agrees to provide the opportunity for Employees covered by this Agreement to participate in the City's Group Term Life Insurance in the same manner and under the same conditions as are offered to non-bargaining unit employees. The City reserves the right to change insurance carriers and the terms of the Group Term Life Insurance plan, including the City's level of funding for such benefits, and the Union reserves the right to bargain any such changes.

### **ARTICLE 10 PAID TIME OFF**

It is the policy of the City to establish specific guidelines on leave accrual and appropriate usage of leave for all City employees.

Paid Time Off (PTO) is an employee benefit which combines traditional vacation and sick leave programs into one plan with two components. This type of program provides both employees and the city a flexible method of scheduling time off with pay. As a result, PTO time may be used at the employee's discretion, provided that approvals are obtained for this leave as stated in this manual. Use of PTO is unrestricted provided the employee has been employed for 90 consecutive days and has supervisor approval.

All regular full-time and permanent part-time employees of the City of Brooksville earn Paid Time Off (PTO). Any accruals of Sick, Vacation, ESL are still available under the Sick/Vacation policy rules and guidelines.

**Section 10-1. Eligibility for PTO.**

1. Regular full-time employees will be allowed to earn and accrue paid time off.
2. Temporary and seasonal employees will not be eligible for PTO.
3. New employees shall earn and accrue PTO but are not eligible to use accumulated PTO until the first of the month following ninety (90) days of employment from date of hire, unless otherwise approved by the City Manager or provisions within this policy. Employees may be granted up to two (2) days of PTO use after 60 days of employment for their own personal illness with the approval of their Department Director. Any additional PTO usage prior to three (3) months of employment will require approval by the Department Director.
4. Promoted, demoted, or transferred employees will retain all PTO privileges and accrued balances accumulated in their prior position and/or department.
5. Regular full-time Fire Department Employees will earn and accrue PTO immediately upon employment as follows:

PTO ACCRUAL RATES BY YEARS OF SERVICE								
Average Regular Hours	0-3 YEARS OF SERVICE		3 YEARS AND UP TO BUT NOT INCLUDING 7 YEARS OF SERVICE		7 YEARS AND UP TO BUT NOT INCLUDING 15 YEARS OF SERVICE		15 YEARS OF SERVICE AND UP	
	Hourly Accrual Rate	Hours per Year	Hourly Accrual Rate	Hours per year	Hourly Accrual Rate	Hours per year	Hourly Accrual Rate	Hours per year
56 hrs	0.07692	224	0.09615	280	0.11538	336	0.13461	392

6. Paid Time Off will not be earned by an employee during an unpaid leave of absence or when an employee has been placed in a non-pay status, (i.e., suspension, investigation, or administrative leave)

**Section 10-2. Use of PTO Hours.**

1. Vacation
2. Sick Leave
3. Absence for transaction of personal business which cannot be conducted during off-duty hours.
4. Religious holidays other than those designated by the city.
5. Supplement income for time loss due to work related personal illness, injury, or disability where statutory workers' compensation payments are being received. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular base rate.
6. Maternity or paternity leave purposes.
7. Supplement income for time loss due to disability not work related, where employee is receiving disability insurance benefits/payments. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular rate of pay.

8. Absences from work not covered by other types of leave provisions established by the City.
9. Employees are provided up to (3) days of Bereavement Leave in the event of a death of an immediate family member (see glossary for details). This Paid Time Off does not affect PTO balances.

### **Section 10-3. Request for Paid Time Off.**

1. Requests for PTO leave should be submitted electronically via the employee's Fire Chief or designee for approval, with as much advanced notice as possible but at least (2) shifts prior to requested leave when possible.
2. Paid Time Off requests will be granted at the sole discretion of the Fire Chief or designee. Employees are responsible for maintaining a sufficient balance of PTO to cover vacations, illness, etc. If an adequate balance of PTO is not available to cover the employee's requested time off, the employee's request for time off may be denied.
3. When PTO is being used for an employee's own personal illness, or the illness of a family member, employees shall notify the Fire Chief or designee as soon as the employee knows that they will be unable to work. Notice must be given no later than the first day of absence and preferably before the starting time for employee's scheduled shift. Employees failing to notify and report to the Fire Chief or designee within three (3) consecutive workdays will be considered as having resigned (quit without notice) and employment may be terminated.
4. A doctor's statement as proof of illness is required if leave extends beyond three (3) consecutive workdays or at any other time that the Fire Chief or designee has reason to believe that the employee is abusing Paid Time Off. A false claim of illness, injury, or disability will be cause for dismissal.
5. Paid Time Off may be used only as accrued and will not be allowed in advance of PTO being earned or accrued.
6. Paid Time Off will be charged at a minimum of one-half (1/2) hour increments.
7. Failure to return from PTO Leave may be deemed a voluntary resignation unless the Employee obtains prior approval of other leave benefits.

### **Section 10-4. Abuse of Paid Time Off.**

Excessive unscheduled use of Paid Time Off may be grounds for disciplinary action. When an employee's absences are such that the City has reasonable grounds to believe that an abuse exists, the employee will be notified in writing, by the Fire Chief or designee, of the suspected abuse, and thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to the Fire Chief or designee before such absence may be charged against the employee's accumulated PTO balance.

Abuses in leave will be included on the employee's annual performance evaluation.

**Section 10-5. Cash Payment of Paid Time Off.**

It is the intent of this policy that all employees take their Paid Time Off annually for the period in which it has been earned.

1. An employee may request cash payment for portions of accrued PTO once annually from the City in accordance with the provisions of this policy and the request must be completed per the Finance Director's timeline to be paid out in December.
2. Employees with a PTO balance over 80 hours will be eligible to cash-out up to 40 hours of PTO (employee must have 80 hours remaining after cash-out) annually, at their rate of pay at the time of the cash-out.
3. Compensation shall be contingent upon budgetary restrictions and may be terminated by the City of Brooksville through the budget process.
4. PTO will carry over into the next calendar year, maximum carryover will be determined annually.

**Section 10-6. Payment of Unused Paid Time Off.**

Employees who voluntarily resign or are separated from employment in good standing will receive payment for 50% of their accrued and unused Paid Time Off at the time of separation. Employees who are eligible for and retire from the City of Brooksville will receive 100% of their accrued and unused Paid Time Off at the time of their retirement. (For employees in the DROP program, please see additional provisions listed in the DROP policy). Employees dismissed for misconduct may not receive the accrued time, unless specifically recommended by the Fire Chief or designee.

**Section 10-7. Right to Contribute Paid Time Off Hours.**

1. In the event that an employee's own illness or physical incapacity should continue beyond a point where his/her Paid Time Off has been exhausted, or short/long term disability does not apply, other employees may contribute accumulated PTO to employee with the appropriate approvals. Contingent upon the approval of the Fire Chief or designee in certain circumstances, employees will be allowed to donate PTO time to an employee when the injury or illness is for the minor child of the employee.
2. Employee contributions must be done in multiples of at least (4) hours per employee. The donation of time must be completed on the appropriate donation of time form and approved the Fire Chief or designee. No more than (20) hours can be donated by each employee.

**Section 10-8. Maximum PTO Accruals.**

The Maximum accrual rate for IAFF Members will be as follows, based on years of service:

- 1-3 Years - 672 hours - 12 weeks**
- 4-7 Years - 784 hours - 14 weeks**
- 8-13 Years - 896 hours - 16 weeks**
- 14 Years or more - 1008 hours -18 weeks**

**Section 10-9. Extended Illness Bank (EIB).**

Employees who have accrued hours in the EIB, will have those hours “frozen” and available for use for any illness that extends (1) pay period or more. The hours in the EIB are not payable upon voluntary resignations.

**Section 10-10. Holidays and Holiday Pay.**

When an Employee's regular work schedule requires work on a paid Holiday, such Employee shall be compensated an additional eight [8] hours at time and one-half. For an Employee not required to work on a Holiday, such Employee shall be compensated an additional eight [8] hours at the Employee's regular rate of pay for the Holiday. The holidays observed under this provision shall be those holidays approved by the City for all other non-bargaining unit employees, except that Easter Sunday shall be observed in place of and in lieu of Good Friday.

An Employee called-in to work on a Holiday in which the Employee was not otherwise scheduled to work shall be compensated for all Hours Worked on the Holiday within a 24-hour period, or a minimum of four (4) hours, whichever is greatest, at time and one-half the Employee's Regular Rate of Pay, in addition to eight [8] hours of Holiday Pay paid at the Employee's Regular Rate of Pay.

The Holiday shall be observed on the day of occurrence and shall be defined as the hours between 00:01 hours and 23:59 hours.

**Section 10-11. Bereavement Leave.**

Employees may use one twenty-four (24) hour shift for bereavement leave. Leave will be granted for the Employee's Immediate Family. If the employee needs additional time off, the employee shall make the request to the Fire Chief. If approved, the additional time taken will come from the PTO Bank.

**Section 10-12. Military Leave.**

Employees are eligible for Military Leave in the same manner and to the same extent as other non-bargaining unit employees. Please refer to the Military Leave Policy contained in the City's Employee Personnel Policy Manual.

**Article 11- Safety and Wellness**

**Section 11-1. Safety.** The City will make reasonable efforts to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage Employees to work in a safe manner.

The city agrees to comply with Fla. Stat. §633.810, as amended, and as required. Members of the Safety Committee established under this Section shall include at a minimum one Union representative, one Firefighter, one Driver/Captain, one District Chief, and at least one City

representative.

**Section 11-2. Contagious Disease.** The Employer shall make available Hepatitis B vaccinations/immunizations for Employees not receiving pre-employment inoculations or not effectively immune after determined by a blood titer test offered during employee annual physicals. The Employer will provide for annual tuberculosis (TB) testing for Employees and annual HEPA mask fit testing. The Employer shall make available post-exposure testing.

**Section 11-3. Drug and Alcohol Testing.** Employees are subject to the Drug Free Workplace policy contained in the City's Employee Personnel Policy Manual, as amended.

**Section 11-4. Light Duty.** When an Employee is released to return-to-work by a licensed physician with restrictions or light-duty requirements, the Employee may be provided light-duty based on available light- duty work and City needs. Employees placed on light-duty or restricted duty may be assigned to work shifts different than their regularly scheduled shift, i.e., an Employee regularly scheduled for twenty-four shifts may work light duty for an 8-hour shift or approved light-duty assignments between 08:00 (8:00 a.m.) and 17:00 (5:00 p.m.). Employees on light duty shall have their hourly rate of pay converted from a fifty-six (56) hour work week to a forty (40) hour work week; to reflect their annual salary.

**Section 11-5. Wellness and Fitness Initiative.** The City and Union will work cooperatively to implement wellness and fitness initiatives to include: (1) support comprehensive mandatory annual medical exams; (2) support individual employee fitness through encouraging on-duty workouts and facilitating access to fitness resources; (3) support individualized fitness rehabilitation programs to support Employee rehabilitation from injury/illness to expedite a safe return to duty; and (4) establish confidential data collection systems to analyze medical and fitness data to improve the wellness of Fire Department Employees.

## **Article 12- Uniforms and Equipment**

**Section 12-1. Uniforms.** The Employer will provide uniforms at no cost to the Employee. The Employer upon execution of this Agreement shall take an inventory of all equipment and the condition thereof. Uniforms will be worn in a neat and professional manner with all shirts tucked in.

**Section 12-2 Helmet and Boot Upgrades.** All employees may utilize helmets and/or boots outside of department issue provided that they meet all safety requirements as approved by the Fire Chief. Any utilization of equipment other than that supplied by the Fire Department is at the full expense of the employee. Any employee property used for this purpose remains the property of the

employee and must be maintained in accordance with department standards.

**Section 12-3. Loss or Damage to Personal Equipment or Property.** Union and City realize there are certain personal items that are useful but may not be necessary in the performance of duties at the Brooksville Fire Department. Such items include wrist watches, eyeglasses, and sunglasses. An Employee may be reimbursed for damage to personal property in the performance of his or her duty subject to the following restrictions: (a) the maximum reimbursement for prescription eye glasses, prescription sun glasses, and/or hearing aids, shall be one-hundred fifty dollars (\$150); (b) the maximum reimbursement for wrist watches and non-prescription sunglasses shall be up to seventy-five dollars (\$75); and (c) damage to personal property is not the result of Employee's own negligence. Requests for reimbursement shall be made within the shift in which the damage occurs. Reimbursement is subject to the provision of appropriate documentation evidencing replacement cost and to the approval by the Fire Chief and the City Manager. Any worker's compensation benefit for personal property shall be signed over to the City. Employees shall only be eligible for reimbursement under this Section one time per fiscal year, unless otherwise approved by the Fire Chief, or designee.

### **Article 13- Training and Education**

**Section 13-1. Training and Certifications.** Employees must attend department-sponsored training and refresher courses when ordered. The Employer reserves the right to require employees to attend in-house training when offered, rather than sending Employees to outside training facilities. Employees who miss mandatory training as a result of approved leave time shall be afforded an opportunity to acquire the mandatory training.

The Employer shall pay for recertification classes, EMT recertification classes, and continuing education as required for employment. The Employer shall retain the right to select the training facility and determine what continuing education is required for employment.

Employees attending current or next level classification training in fire or EMS related course where college credit is available may submit for approval, request for tuition reimbursement of college credit up to (10) ten days after beginning of course.

The Employee may use bunker gear or other City-owned equipment during outside training with prior written approval of the Fire Chief, or designee.

If available, and subject to the Fire Chiefs approval, a City vehicle shall be provided to Employees for transportation to and from work-related training.

### **Article 14- Mutual Time**

**Section 14-1. Shift Swap (Mutual Time).** All requests for exchange of time, including an initial shift swap request or the subsequent pay-back shift, shall be made to the District Chief and approved at least one shift prior to the exchange of time covered. In the event the District Chief is unavailable to approve said leave, it may be approved by the captain with communication in writing to the District Chief that mutual time was approved.

- A. All Mutual Time requests are made voluntarily by the employees involved.
- B. The Mutual time for any amount of time is subject to the approval from both District Chiefs, It is understood that shift trade time is required to be paid back within one year of the initial shift swap.
- C. The Employee will hold the Employer harmless from repayment of any Mutual Time owed by another Employee as the Mutual Time agreement is between employees.
- D. Any changes will be reported to the District Chief via chain of command to ensure adequate staffing is maintained and proper documentation for record-keeping purposes is complete.
- E. Upon approval, the traded shift becomes the responsibility of the substituting employee. If the substituting employee is unable to work the traded shift due to illness, the substituting employee shall be charged PTO.
- F. If a higher-ranking employee swaps with a lower ranking employee, he/she will assume their normal daily duties and position.
- G. Captains may swap with Captains and a Captain may swap with a Driver if the driver is cleared to work Higher Class as a Captain the Captain may swap with a District Chief if he/she has completed the internal District Chief ride-up program.
- H. Drivers may swap with Drivers, or Firefighters who have been cleared to drive at the same level in accordance with the interdepartmental drivers training program. Drivers may swap with Captains if the Driver is cleared to work Higher Class as a Captain.
- I. Firefighters may swap with a Firefighter or a Driver If the Firefighter is cleared to work Higher Class as a Driver.
- J. Firefighters on probation may swap with a Firefighter based on their experience and amount of completion of probationary manual with approval of the District Chiefs.

## **Article 15- Wages and Compensation**

**Section 15-1. Wages and pay.** Beginning with the formal execution of this contract and extending throughout the *active* term of this one (1) year *Collective Bargaining Agreement*, the City will provide a percentage increase of 5% to all bargaining unit employees based on merit, ~~in FY 22/23~~, and will re-open wages for discussion, upon expiration of this agreement. Merit increases shall be effective upon signing of the contract. Wage discussions will be held in accordance with the City compensation plan, designed to ensure that the city is competitive and comparable with similar municipalities. In addition to the wage opener Article 15, both the City and the Union shall be afforded two separate articles each for a total of four (4) articles to open altogether for discussion and negotiations.

The city will maintain the status quo on incentives at this time. Discussions regarding incentives would need to be collectively bargained at a future date.

**Section 15-2. Shift Coverage Procedures.** The City may request and require that any Employee work more than his or her regularly scheduled shifts. In the event that coverage is needed for a particular shift, the city will mandatory from the off going shift an Employee ~~in~~ the same classification as needed. Open positions should be filled first using available on-duty personnel, including those qualified to “ride up”.

Should the person receiving the mandatory overtime elect not to work the assigned time, the employee may elect to give the overtime slot away to another employee with equal training.

1. A firefighter may give the overtime to another Firefighter.
2. A Driver Engineer may give the overtime to another Driver Engineer or qualified ride-up.
3. A Captain may give the overtime to another Captain or a qualified ride-up.

Once mandatory overtime is issued, it will be the responsibility of the employee to either work the overtime or to give the overtime away. Failing to report to the overtime assignment will be considered failure to report for duty and discipline will result. If an employee gives away the overtime, the person who is accepting the overtime will need to notify District Chief 60 to confirm the assignment. Overtime that has been given to another employee is considered voluntary overtime by the accepting employee. Any employees required to work mandatory overtime beyond twenty-four (24) hours of notice will be exempt from overtime call if they have previously scheduled approved leave time for the time they are required to work.

**Section 15-3 Overtime Calculation.** Employees shall be paid at the rate of time and one and one-half (1 ½) times their regular rate of pay for such time worked more than two hundred and twelve (212) hours in a twenty-eight (28) day work period, which has been divided into two (2) fourteen

(14) day work segments. For the purposes of overtime compensation, PTO and FMLA taken during any given fourteen (14) day work segment shall not be construed as time worked in accordance with the provisions of FLSA.

**Section 15-4 Working Out of Class.** An employee who is required to work out of classification shall be compensated for the additional responsibilities associated with the higher rank of class. Personnel who elect to work a time trade will not be compensated for assignments to work out of classification. The compensation for working out of classification shall be as follows.

- Firefighter to Driver Engineer - \$1.00 per hour
- Driver Engineer to Captain - \$1.50 per hour
- Captain to District Chief - \$2.00 per hour

**Section 15-5 FLSA Compensation.** Each twenty-eight (28) day work period shall be divided into two (2) fourteen (14)-day work segments. In any fourteen (14) day segment ("Segment") of a twenty-eight (28) day work period, if an employee works as scheduled and leave is not utilized during that segment, then the employee shall earn two (2) hours of (FLSA) Pay at one and one-half (1 ½) times the Employee's Regular Rate of Pay. In any Segment of a twenty-eight (28) day work period, if an Employee utilizes any leave during that Segment, then the Employee shall not be eligible for FLSA compensation. Any FLSA pay shall be paid to the Employee in the pay period which ends immediately following each fourteen (14) day segment. For purposes of (FMLA) compensation and this Section, Leave is defined as any Paid Time Off (PTO) time or Family Medical Leave Act (FMLA) time.

**Section 15-6 Paramedic Stipend.**

- A. Employees who have their Paramedic license will receive a stipend of one hundred forty-four dollars and twenty-three cents (\$144.23) bi weekly; \$3,750.00 annually.
- B. Employees who have their paramedic license, completed Hernando County Fire Rescue Provisionals and been cleared by the Medical Director will receive two hundred eighty-eight dollars and forty-six cents (\$288.46) bi weekly; \$7,500.00 annually.
- C. Employees with Paramedic Certification and receiving the stipend pay must successfully complete Hernando County Fire Rescue Paramedic Provisional program and be cleared by the County Medical Director within 1 year. Failure to complete Provisional process and get cleared by County Medical Director will cause Employee to lose their Paramedic stipend pay.
- D. Paramedic Stipend will be limited to available budgetary funding.

## **Article 16 Pension Plan**

**Section 16-1 Pension Plan.** During the term of this Agreement, the City and employees shall continue to participate in the Brooksville Firefighters Retirement Trust Fund. The City shall negotiate improvements or changes to the plan within the collective bargaining process.

**Section 16-2 "Salary" Definition.** From July 1, 2013, the definition of "Salary" shall be revised to exclude calculation of Vacation Leave, Sick Leave, and Overtime in excess of 300 hours per calendar year. Fair Labor Standards Act Supplemental Pay defined in Article 15-6 shall not be included in the 300-hour calculation.

Employees employed prior to June 30, 2013, shall have a calculation of all accrued Vacation Leave, Sick Leave on July 1, 2013, the total recorded leave shall be counted as salary in the employee's pension benefit calculation at the employees DROP/ retirement date.

**Section 16-3 Share Plan.** The City and Union mutually agree that all accumulated excess premium tax revenues received pursuant to Chapter 175, Florida Statutes (referred to as the "Total State Monies Reserve" on page 23 of the October 1, 2018, Actuarial Valuation) and all annual premium tax revenues received (regular plus supplemental distribution combined) up to the total 2012 amount (\$103,782), will be used to reduce the City's required pension contributions. Total premium tax revenues received in any year in excess of \$103,782 will be split 50/50, with half used to fund the share plan and the other half used to reduce the City's required pension contributions.

The City and Union further agree that in accordance with section 175.351 (6), F.S., a defined contribution plan component ('share plan') will be established as part of the Firefighters' Pension Plan, to be funded entirely with Chapter 175 premium tax revenues. However, the City and Union have mutually agreed that no Chapter 175 premium tax revenues will be allocated to the share plan until total annual revenues exceed \$103,782. The City and Union have agreed that the share plan shall not be activated until total annual premium tax revenues exceed \$103,782. At such time as total annual Chapter 175 premium tax revenues exceed \$103,782, the parties will negotiate the details of the share plan.

## **Article 17 Outside Employment**

**Section 17-1. Outside Employment.** An Employee may maintain outside employment; however, the outside employment may not interfere with the Employee's primary duty to the city or prevent the Employee from performing effectively while on duty for the city.

## **Article 18- Discipline and Termination**

**Section 18-1. Discipline and Termination.** Employees will only be disciplined and discharged for just cause. The Employer will comply with Florida Statutes §112.82, "Firefighter Bill of Rights", as amended. Any Union member shall have the right to Union representation with respect to disciplinary matters. Disputes arising out of this Section shall be processed in accordance with the Grievance Procedure set forth in this Agreement. Only those disciplinary actions involving economic impact to an Employee including, but not limited to, suspension without pay, demotion with a reduction in salary and termination of employment, may be submitted for arbitration under the provisions for binding arbitration contained in this Agreement.

## **Article 19- Grievance Procedure**

**Section 19-1. General.** The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City and the Union or an Employee. If the dispute *involves* an alleged violation of a specific provision of this Agreement, an Employee shall *have* the option of utilizing the grievance procedure contained in the City's policies or the grievance procedure established under this Article. In no case shall the Employee use both procedures.

- A. A grievance is defined as an alleged violation of a specific term of this Agreement.
- B. Grievant shall mean a Bargaining Unit Member who has filed a grievance pursuant to this Article, or a Union representative at the option of the Bargaining Unit Member. The Union may pursue a grievance in its own name or of a single or collective group within the bargaining unit.
- C. A Grievance not submitted within the time limits as prescribed for in every step under this Article shall be considered untimely.
- D. A Grievance not advanced to the next step within the time limits established by this Grievance Procedure shall be considered either settled on the basis of the last answer provided by the City or that the Grievant elected not to proceed any further.
- E. A Grievance not answered within the limits prescribed for the City shall constitute a denial and the Employee or Union may automatically advance the Grievance to the next step.
- F. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- G. A Grievant may be accompanied by a Union representative at any time during the Grievance Procedure. The Union shall have the right to be present at any Grievance meeting where the

Grievance is filed under this Agreement.

- H. If the Fire Chief, or his or her designee, does not have the authority to grant the relief requested the Grievant(s) may advance the Grievance to the next step.

**Section 19-2. Grievance Procedure.**

*A. Step One-* The Grievant(s), with or without Union representation, shall submit a written Grievance to the District Chief, within ten (10) days after becoming aware of the occurrence of an alleged violation of this Agreement. The written Grievance at this step, and all steps hereafter, shall contain the following information:

1. A statement of the grievance, which should include the date of occurrence, and the details, the article(s) and/or section(s) of this Agreement alleged to have been violated and facts upon which the grievance is based.
2. The action, remedy or solution requested by the Employee.
3. The signature of the aggrieved Employee.
4. The date submitted.

The District Chief shall meet with the Grievant within ten (10) calendar days of receipt of the written Grievance, to discuss and seek a solution to the Grievance. Within ten (10) calendar days after the meeting, the District Chief shall *give* his or her answer in writing to the Grievant.

- B. *Step Two-* If the Grievance is not resolved at Step One, the Grievant(s) may advance the Grievance to the Fire Chief, within ten (10) calendar days after the receipt of the written answer from the District Chief. Within ten (10) calendar days after the receipt of Grievance, the Fire Chief will meet with the Grievant(s) and the Union representative to discuss and seek a solution to the Grievance. Within ten (10) calendar days after this meeting, the Grievant shall be provided with a written decision.

- C. *Step Three-* If the Grievance is not resolved at Step Two, the Grievant(s) may advance the Grievance to the City Manager, or designee, within ten (10) calendar days after receipt of the Fire Chiefs written decision. The City Manager, or designee, shall meet with the Grievant(s) and the Union Representative to discuss and seek a solution to the Grievance. Within ten (10) calendar days after the meeting, the City Manager, or designee, shall *give* his or her written decision to the Grievant(s) and the Union.

**Section 19-3. Arbitration Referral.**

A. If the Grievance is not resolved at Step Three the Union may, within ten (10) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager, or designee. Employees shall not be entitled to arbitrate Grievances unless the Union refuses to arbitrate an Employee's grievance solely because the Employee is not a Union member in which event the Employee shall be entitled to arbitrate under the same conditions and financial

obligations as the Union.

- B. Within ten (10) calendar days after the date of receipt of the arbitration request, the party requesting arbitration shall request a list of seven (7) qualified neutrals from the Federal Mediation and Collection Service (FMCS). All arbitrators must reside in Florida and/or *have* a Florida address and agree to charge travel expenses as if they resided in Florida. Within fourteen (14) calendar days after receipt of the list, the parties shall meet and alternately strike names from the list, and the last remaining name shall be the Arbitrator. The parties agree to engage in a coin toss to determine who shall strike the first name.
- C. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- D. The Arbitrator shall not *have* the power to add to, subtract from, modify, or alter the terms of this Agreement and shall confine his or her decision solely to the interpretation or application of this Agreement.
- E. The Arbitrator shall limit his or her decision to only those issues submitted to the City Manager under the Grievance process which *have* been presented for Arbitration.
- F. If the issue of arbitrability is raised by the City, the Arbitrator shall decide that issue before addressing the merits of the Grievance.
- G. Subject to applicable law, the decision of the Arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the City.
- H. The Arbitrator's fee and expenses shall be split equally among the parties.
- I. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- J. In deciding any Grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.

### **Article 20- General Provisions**

**Section 20-1. Duration of Agreement.** This Agreement shall be effective as of **April 3, 2023**, and shall remain in full force and effect until its expiration on **April 3, 2024**. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not

removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement; therefore, except as otherwise specified within this Agreement, the parties agree that either party may open up no more than two Articles of this Agreement for re-negotiation per contract year.

**Section 20-2. Savings Clause.** If any article, section, or provision of this Agreement is held invalid by a court of competent jurisdiction, or is rendered invalid by subsequent state, federal or local law, the remainder of this Agreement shall not be affected. If such action occurs, the parties will meet and attempt to negotiate a replacement for the invalid item within forty-five (45) calendar days.

**Section 20-3. Amendments.** All amendments to this Agreement shall be done in writing and signed by all parties, then sent for ratification as provided by law.

**Section 20-4. Conflict Resolution Agreement.** The City and Union agree that it is in the best interest of both parties to *resolve* department-related issues efficiently and effectively. Chain of command will unilaterally be followed, and each Unit Member may have Union representation during all parts of the resolution process.

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**(SIGNATURES ON NEXT PAGE)**

We have read and agree to the contract between the City of Brooksville and the Brooksville Professional Firefighters, Local 4661 as of this 3rd day, of April, 2023

Brooksville Professional Firefighters  
IAFF Local 4661

CITY OF BROOKSVILLE

Lance Felten  
Signature

[Signature]  
Signature

Lance Felten  
Printed Name

Blake Bell  
Printed Name

President  
Title

Mayor, City Council  
Title

3-28-23  
Date

Approved by City Council 4/3/23  
Date

[Signature] 3-28-23  
John Berg, Secretary-Treasurer  
Brooksville Professional Firefighters IAFF Local 4661



ATTESTED to by the City Clerk,  
Jennifer Battista

[Signature]

Approved as to form for the reliance of  
City of Brooksville only.

City Attorney

[Signature]