

**CITY COUNCIL RESOLUTION NO. 2023-134**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A UNION EMPLOYMENT AGREEMENT WITH LOCAL NO. 2288 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO.**

**WHEREAS**, pursuant to and in accordance with the negotiations for a union employment agreement relating to the Lake City Firefighters who are members of Local No. 2288 of the International association of Firefighters, AFL-CIO (“IAFF”), the City of Lake City, Florida (hereinafter “City”) and the IAFF have negotiated a union employment agreement (the “Agreement”), a copy of which is attached as “Exhibit A”; and

**WHEREAS**, the Agreement is subject to such changes, modifications, or amendments required and authorized by Section 3 of this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to execute the Agreement with IAFF.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and IAFF shall be deemed to be conclusive evidence of approval of such

changes, amendments, modifications, omissions and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of  
December 2023.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

AGREEMENT BETWEEN  
THE CITY OF LAKE CITY, FLORIDA  
AND  
LOCAL NO. 2288 OF THE  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO



October 1, 2023 — September 30, 2026

## AGREEMENT

THIS AGREEMENT, made and entered into effective October 1, 2023, between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, hereinafter "the City", and LOCAL NO. 2288 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter referred to as "the Union".

## ARTICLE 1

### PREAMBLE

The parties enter into this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties; to provide an orderly and peaceful means of resolving any misunderstanding or difference which may arise; and to establish rates of pay, hours, and terms and conditions of employment. No individual arrangement that is contrary to the terms of this Agreement shall be enforceable. The City is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public. Therefore, both parties recognize the need for continuous and reliable service to the public.

## ARTICLE 2

### RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining agent for those employees of the City as certified by the Public Employees Relations Commission as the appropriate unit in PERC Certification No. 124, as amended.

Section 2. Probationary Employees. All firefighters will be subject to the conditions as specified in the Personnel Manual, Chapter 8.

## ARTICLE 3

### UNION SECURITY AND CHECK-OFF

Section 1. The City agrees to deduct, once each pay period, dues and assessments from the first and second paychecks of each month only in an amount certified in writing by the Treasurer of the Union from the pay of those employees who individually request, in writing to the City that such deductions be made. The total amount of deductions shall be remitted, each pay period, by the City directly to the Union's checking account. Changes in deductions or checking account will be similarly certified to the City in writing at least thirty (30) calendar days before the effective date of such change. A firefighter may notify the City in writing to discontinue his/her individual deductions, and the City shall, within thirty (30) calendar days thereafter, discontinue deductions of said firefighter's dues.

Section 2. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City at the request of the Union under the provisions of this Article.

## ARTICLE 4

### NON-DISCRIMINATION

No employee covered by this Agreement shall be discharged or discriminated against because of membership or non-membership in the Union. Neither the Union, its members, nor the City shall directly or indirectly, by intimidation or coercion, compel or attempt to compel any employees of the City to join or refrain in joining the Union.



## ARTICLE 5

### UNION BUSINESS

Section 1. Union members may, in the sole discretion of Fire Chief, be granted time off up to a maximum of three (3) consecutive regular shifts in any one instance by the Fire Chief or his/her designee to attend to Union business without loss of straight time pay or benefits by using pool time or a Union member's own annual leave, provided:

- a. A written request for use of Union pool time is submitted to the Chief or his/her designee in advance of time off. It is further provided, however, that seven (7) calendar days' notice must be given in order to use pool time to attend meetings.
- b. The Fire Chief or his/her designee shall have the right to restrict the number of persons off for Union time or to revoke previously authorized Union time when an emergency condition exists or such time off from regular assignments would create a clear and present danger to public safety. Requests may be denied if sufficient personnel are not available as determined by the Fire Chief or his/her designee, which may include denial if all three (3) vacation slots are in use.

Section 2. It shall be the Union's responsibility to supply to the City a Union Time Pool Authorization form which includes the name of the employee and the hours of vacation time donated by the employee to the pool. The form must be signed by the employee donating time. Time donation shall be in increments of not less than three (3) hours nor more than forty-eight (48) hours. Time Pool hours may be drawn upon at the discretion of the Union President or Executive Board members in increments of one (1) hour.

Section 3. A record of all time donated and drawn against the above pool shall be kept by the Fire Department and the Union. The Union shall indemnify, defend, and hold the City harmless against any and all claims made and against any suits instituted against the City on account of the City complying with any of the provisions of this Article.

It is the intention of the City and the Union that this concept be operated at no cost to the City. If costs are incurred, the Union shall reimburse the City.

Section 4. The Union may, in the Fire Department lounge, schedule meetings pertinent to business of those members of the unit, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department, and provided that prior notice is given the Fire Chief.

Section 5. Union representatives may elect one (1) steward per regular shift. The Union shall furnish the steward's name to the City Manager and Fire Chief. The Union shall keep the list of stewards current at all times. If a steward's name is not listed, he/she will not be granted time away from his/her job. Stewards will be permitted reasonable time to process grievances subject to the terms of this Agreement.

## ARTICLE 6

### PREVAILING RIGHTS

Section 1. The City agrees that all privileges, benefits, and rights presently enjoyed by the employees in the bargaining unit, as set forth in the Lake City Fire Department General Rules and Regulations, are hereby protected and will not be discontinued or changed, except by official action of the City Manager, after a minimum of five (5) days' notice to the Union. This is not a waiver of the Union's right to bargain over the impact of such change.

## ARTICLE 7

### UNION BULLETIN BOARDS

Section 1. The City will allow the Union partial use of bulletin board space in each station (up to ten square feet).

Section 2. The Union may have a bulletin posted on its space by submitting signed copies of the bulletin in duplicate to the Fire Chief for approval. Approval may not be withheld if the bulletin includes official Union business, including, but not limited to, notices of Union elections, appointments and results of Union elections, and notices of Union meetings.

Section 3. Except during Union meetings, there shall be no other general distribution or posting by employees of pamphlets, advertising on political matters, notices, or any kind of Union literature upon City premises other than as herein provided. Provided however, it shall not be a violation of this Section for any employee to read any kind of Union literature while on the premises during off-duty hours.

## ARTICLE 8

### MANAGEMENT SECURITY

Section 1. There shall be no strikes, work stoppages, slowdown, or concerted failure or refusal to perform assigned work by the employees or the Union and there shall be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operation. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees, including concerted sick call, from the full and faithful performance of the duties of employment within the City for 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 participating in a deliberate and concerted course of conduct which adversely affects the services of the City, the concerted failure to report for work after the expiration of a collective bargaining agreement, regardless of whether it is alleged the City has committed an unfair labor practice. The Union will not authorize, approve, finance, aid, ratify, or condone any strike, boycott, slowdown, or an interference with the City's operations, and the Union will take immediate steps to end and prevent continuation of any work stoppages, strikes, slowdowns, or suspensions of work. The Union agrees to expel from its membership any employee who violates this Article. (Florida Statutes §447.505)

Section 2. Any employee who participates in or promotes a strike, work stoppage, slowdown, or concerted failure or refusal to perform assigned work, regardless of which employee organization is conducting the strike, may be disciplined

or discharged by the City Manager or his/her authorized delegate. The City Manager may utilize selective disciplinary actions for certain employees, whom the City Manager or his/her delegates, in their sole discretion, determine to be principally at fault for violating this Article. Allowing employees to work or return to work shall not be considered condonation of their activity in violation of this Article.

Furthermore, the City shall have the right to:

- a. Refuse to bargain until the violations cease, terminate certain Articles of the Agreement, or any of them, or any part or paragraph of them, the remaining provisions of this agreement to remain in full force and effect unless the City desires to terminate the same;
- b. Make such changes in the wages, hours, and conditions of work that the City may desire, without notifying the Union in regard thereto or negotiating in regard to such changes;
- c. Obtain an injunction in the State court, restraining employees and/or the Union from striking or any other violations of this clause, without removal of the Complaint to Federal Court; or
- d. Hold the Union liable for damages resulting therefrom, compensatory and punitive, including costs of suit, attorney's fees for litigation and negotiations, settlements, security costs, and other costs directly or indirectly attributable to the Union's role in such violation;
- e. Declare this Agreement, in its entirety, null and void and may lawfully withdraw recognition of the Union.

Provided, however, the City shall not be entitled to any relief against the Union under this Section where employees strike without support of the Union.

Section 3. The City may exercise, at its discretion, all or any of the above rights, as well as any other legal right it is entitled to. The City is not required to exhaust the contractual remedies provided in this Section prior to seeking judicial relief.

Section 4. Employees covered by this Agreement shall cross picket lines established by employee organizations to perform the employees' assigned duties. Failure to do so is cause for termination.

## ARTICLE 9

### SAVING CLAUSE

If any Article, Section, or provision of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles, Sections and provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon any such judicial determination, the City and the Union shall promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.



## ARTICLE 10

### MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the City to operate and manage its municipal government in all respects in accordance with its public responsibilities. The City retains all the rights and duties including, but not limited to, the following:

- a. to manage and direct the employees of the City;
- b. to hire, promote, transfer, schedule, assign, and retain employees in positions within the City;
- c. to suspend, demote, discharge or take other disciplinary action against employees for just cause;
- d. to relieve employees from duties because of lack of work or other legitimate reasons;
- e. to maintain the efficiency of the operations of the City;
- f. to determine the methods, means, and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work;
- g. organization of the City government;
- h. the number of employees to be employed by the City;
- i. the number, types, and grades of positions assigned to an organizational unit, department, or project.

Section 2. The City has sole authority to determine its purpose and mission, and the amount of the budget to be adopted by the City Council.

Section 3. If, in the sole discretion of the City Council or City Manager, it is determined that civil emergency conditions exist, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement, with the exception

of economic benefits, may be suspended by the City Manager during the time of the declared emergency.

Section 4. Generally, the duties of the fire department's personnel shall continue to be the same as those now performed by said personnel, except as may be modified by the Fire Chief to meet improved standards of service in said department.

## ARTICLE 11

### HEALTH AND SAFETY

Section 1. The Union shall have the right to name a person from the Fire Department to serve as the Department's representative on the City Safety Committee.

Section 2. The City shall pay all appropriate costs consistent with, but not covered under, the current Florida Workers Compensation law associated with HIV, AIDS, Tuberculosis, Hepatitis A, Hepatitis B and Hepatitis C contracted by firefighters covered by this Agreement.

Section 3. The City shall conduct medical screening on all employees annually in accordance with NFPA 1583. This medical screen shall include testing for Tuberculosis, Hepatitis A, Hepatitis B and Hepatitis C, along with any other testing required by state legislation or retirement system.

Section 4. The City shall be responsible for testing of any firefighter who may have come in contact with any person with an infectious or communicable disease. The City shall also be responsible for any medical cost incurred as a result of an on-duty infection.

Section 5. Firefighters must notify the Fire Department of any medical condition or prescribed medication they are taking which may adversely affect their ability to perform the job.

Section 6. A written exposure control plan (plan will define what to do if an exposure occurs) will be developed, or the City will provide a written exposure control plan to accompany this Agreement. Each employee will be provided with and utilize all personal protective equipment as required for infectious disease exposure which meets

or exceeds the minimum standards established by the State Department of Labor for the prevention of infectious diseases. Likewise, the City and the employee, whenever practical, will follow the required prophylactic procedures established with regard to any employee who is exposed to blood or other body fluids. The City will provide training as required in infectious disease prevention, mitigation and exposure control.

## ARTICLE 12

### LABOR-MANAGEMENT COMMITTEE

Section 1. There shall be a Labor-Management Committee consisting of two (2) Union representatives and two (2) City representatives. The committee shall meet on request of either party to discuss matters of mutual concern. The committee shall have authority to make recommendations to the Union or the City.

## ARTICLE 13

### HOURS OF WORK

Section 1. As the City may direct, each member of the unit shall be on duty at the fire station a minimum of 312 hours out of every 42 consecutive calendar days. Each regular shift is defined as a 24 consecutive hour assignment, with no more than two regular shifts during any consecutive 72-hour period. Provided, however, the maximum normal hours of work during any City fiscal year shall not exceed 2,704 hours.

Section 2. All hours worked as directed by the City in excess of the foregoing shall be considered as overtime hours.

Section 3. In the event the above-defined normal hours of work result in overtime liability to the City, as defined by any Federal or State laws, the Union agrees to immediately re-negotiate said hours of work with the City so that overtime pay will not be required for normal hours of work.

Section 4. The City shall continue to allow firefighters to swap time subject to the following limitations:

- a. A firefighter is prohibiting from swapping his/her shift if the shift would thereby be left with less than four years of experience at the officer position; and
- b. Consistent with the Fair Labor Standards Act, the Fire Chief or his/her designee must be notified and approve of the shift or time swap in advance.

Section 5. The twenty-four (24) hour regular shift with forty - eight (48) hours off schedule now in effect shall continue.

Section 6. The current beginning and ending hours (0800 to 0800) for the twenty-four (24) hour regular shift shall not be changed without negotiations between the City and Union.

Section 7. K-days shall remain in place and maintained.

Section 8. Pay periods: There are twenty-six (26) pay periods per year, with paying being distributed on alternating Fridays. Pay periods end on Sunday at 11:59 p.m. preceding the Friday payday. Records of time worked will be kept on the Department time sheets, which shall be maintained in the Payroll Department.

Section 9. Calculations:

- a. Regular pay: bi-weekly earnings shall be calculated by multiplying 104 hours by the firefighter's hourly rate.
- b. Overtime: Overtime shall be paid for hours worked in excess of regularly scheduled hours and shall be calculated by multiplying the firefighter's hourly rate by 1.5. Overtime shall be paid according to the Fair Labor Standards Act.

Section 10. Meal Periods: Personnel may be able to travel in the Fire Department vehicle (including engine, ladder, or squad) to and from the grocery store or restaurant located inside their respective district to pick up a meal so long as at least one firefighter remains in the vehicle at all times. The Employee shall remain in service at all times and properly park his/her vehicle in a designated parking space. Trucks must be parked in a way not to attract unnecessary attention.

ARTICLE 14

WAGES AND CLASSIFICATIONS

Section 1. Effective October 1, 2023, employees will receive annual salaries based on the following pay grades set forth in the pay matrix in Schedule A attached to this Agreement:

Firefighter .....	Grade F1
Driver/Engineer .....	Grade F2
Lieutenant .....	Grade F3

On the effective date, each employee will be placed in the step in the matrix with the rate closest to and above that employee's base rate on September 30, 2023.

Section 2. New hires will be brought in at the step in the applicable grade which the Fire Chief determines in his/her discretion is appropriate given the individual's prior experience and qualifications. A Firefighter promoted to Driver/Engineer will be raised to the step in the Driver/Engineer pay grade corresponding to the step in the Firefighter pay grade in which the employee had been slotted immediately before the promotion. A Driver/Engineer promoted to Lieutenant will be slotted in the step in the Lieutenant pay grade corresponding to the step in the Driver/Engineer pay grade from which the employee was promoted.

A firefighter employed in the lowest step of Grade F1 will advance as follows:

- a. to the next higher step in Grade F1 after completing the probationary period of one (1) year set forth by Lake City Fire Department SOG #100.22 Section 3, subsection (1), and
- b. to the next step after three (3) years' continuous employment with the City, and
- c. to the next higher step after that after six (6) years' continuous service in position.



After promotion to Driver/Engineer, a Driver/Engineer will advance as follows:

- a. to the next higher step in Grade F2 after the first three (3) continuous years' service as a Driver/Engineer, and
- b. to the next higher step after that after six (6) years' continuous service in position.

After promotion to Lieutenant, a Lieutenant will advance as follows:

- a. to the next higher step in Grade F3 after the first three (3) continuous years' service in position, and
- b. to the next higher step after six (6) years' continuous service in position.

The foregoing step increases are contingent on the employee having logged and maintained at least two hundred forty (240) hours of creditable training in each year of service.

Section 3. Except as provided in Section 6 below, firefighters shall be paid an annual supplement for each certification he/she or she holds in the amounts indicated and not to exceed the total number of personnel indicated.

SCHEDULE OF CERTIFICATIONS and ADDITIONAL PAY

Certificate/Additional Pay	Total Personnel	Annual Supplement Amount
EMT	11	\$1400.00
EMT Paramedic	12	\$5200.00
Hazmat Technician	24	\$1300.00
Pump Operator	15	\$1300.00
Inspector	3	\$1300.00
Life Safety Educator	2	\$1300.00
Fire Investigator	1	\$1300.00
Live Fire Training	6	\$1300.00

Section 4. Driver Engineers and Lieutenants are not eligible for the Pump Operator additional pay unless they had been receiving such additional pay before October 1, 2023.

Section 5. Firefighters and Driver Engineers are not eligible for the Inspector additional pay.

Section 6. Those hired on or after October 1, 2017 will not receive additional pay for EMT certification.

Section 7. Special Merit Salary Adjustments: Based upon annual performance reports and recommendation from the Fire Chief, the City may authorize a special merit increase, or bonus award to anyone who demonstrates exceptional performance, leadership, initiative or bravery in the performance of his/her assigned duties.

Section 8. Effective October 1, 2023, the annual salaries are set forth on the attached Schedule A.

## ARTICLE 15

### OVERTIME, CALL BACK AND WORKING OUT OF CLASSIFICATION

Section 1. Any overtime work shall be distributed (as equally as possible) among all employees of the unit and the City shall pay any such employees detailed to such overtime work at one and one-half (1-1/2) times their regular hourly rate. The regular hourly rate of each such employee shall be computed by dividing 2,704 hours into his/her annual salary.

Section 2. Any member of the unit called back from off duty shall be paid a minimum of two (2) hours pay for each call back. All pay thereafter shall be adjusted to the nearest half hour. The hours paid, but not worked, under this Section shall not be added to the employee's total hours under Article 10 in computing overtime.

Section 3. Any member of the unit designated by the City to fill a vacancy on a temporary basis in a higher classification shall be paid the rate of pay of said classification for that period of work as follows: after four (4) consecutive weeks of work in said higher classification job, the employee shall be paid at the higher rate of pay prospectively. No employee shall be returned to his/her previous position to escape the application of this Section except where the higher classification position is temporarily vacant because of the permanent employee's sick leave or vacation.

Where no shift Officer is on duty, the City shall appoint a firefighter on the current Lieutenant eligibility list on the shift, if any, to serve as Lieutenant for that shift. In the absence of such an employee being available, the most senior firefighter on the shift shall so serve. For cause, the Chief may designate another person to serve. If a

firefighter serves as Lieutenant on a temporary basis, he/she shall receive an additional fifty dollars (\$50.00) per shift if the temporary assignment is not the result of a shift swap.

## ARTICLE 16

### PROBATIONARY PERIOD

Each new employee shall remain on probation until successfully passing a firefighter examination, which examination shall be prepared and administered by the Fire Chief or his/her designee. The firefighter examination shall be administered after one (1) year of employment and if the employee does not score over 70% correct answers, he/she shall be dismissed absent extenuating circumstances such as accommodation for a learning disability, or at the Chief's discretion, may be given the option to retake the test. The subjects to be covered on the Firefighter examination shall be posted on the bulletin board in the fire department at least thirty (30) calendar days prior to the date of the examination. Furthermore, the provisions of SOG #100.22 effective October 1, 2020 shall be incorporated into this Agreement.

## ARTICLE 17

### PROMOTION TO DRIVER ENGINEER

Section 1. To be eligible for consideration for promotion and to participate in the promotional process, the City must certify that the position is open, and an employee's name must be placed on the Driver-Engineer's eligibility list.

Section 2. To be eligible to participate in the Driver-Engineer's eligibility list, an employee shall pass a Driver-Engineer's examination. In order to take the examination, the employee must possess the following qualifications:

- a. Three (3) years of service as a certified firefighter, with a minimum of twenty (24) months in the Lake City Fire Department. Beyond twenty-four (24) months in the Lake City Fire Department will be credited as (1) month for each two (2) months in another career Fire Department,
- b. Have successfully completed two 40 hour classes related to the fire service by a credited institution, or two 3 credit hour classes that are required for an Associate's Degree or higher in Fire Science or Fire Service Management within the 24 months prior to the Driver-Engineers examination, or have an Associate's Degree or higher in Fire Science or Fire Service Management,
- c. Be certified by the State of Florida as a pump operator, and
- d. Within the immediately preceding twelve (12) month period, have logged and maintained at least two hundred forty (240) hours of creditable training.

Section 3. All employees eligible for consideration for promotion to the rank of Driver-Engineer shall thereafter participate in the below-described promotional exams administered by the City, and promotion shall be made according to the below-described procedure with weights being assigned as indicated:

a. Written Examination - 55%

The test shall be graded on a score of from 0% to 100%. Source material from which the Driver-Engineer examination questions are to be drawn shall consist of:

1. City, County Street and roads including hydrant locations
2. Fire department sprinkler and standpipe connections
3. Equipment carried on apparatus
4. Latest edition of the Pumping Apparatus course material the Florida State Fire College has adopted

The City shall furnish copies of the above-referenced material at the candidate's request.

b. Practical Examination - 45%

The practical examination shall be administered by a three member board composed of appointees of the Fire Chief. The board shall give a minimum score of 0% to a maximum of 100%. The test shall include:

1. Demonstration of driving skills based upon practical evaluations from the IFSTA pumping apparatus book.
2. Evaluation with the apparatus at a water supply, consisting of putting the pump into operations and setting proper pressures with different lines.

c. Seniority Points

Each person shall have added to their combined scores of written and oral, one-half point for each year, or major portion thereof, of continuous service to the Department up to twenty (20) years maximum.

Section 4. All segments of the promotional procedure shall be separate from each other, and no member of the practical evaluation board shall know the previously attained score of any candidate. Only candidates scoring a 70% or better on the written exam will be able to move on to the practical exam.



Section 5. All candidates scoring 70% or more on the combination of written examination and seniority scores and oral practical examination, or the top five (5) of those, whichever is less, shall comprise the eligibility lists.

Section 6. Promotions will be made from the Driver-Engineer eligibility list, from the top three (3) that appear at the time of the promotion, except as herein provided.

Section 7. If at any time the Fire Chief determines a Driver-Engineer's position becomes or may soon become vacant, and no one is eligible to be promoted, the City shall administer the appropriate test during a set time frame once that year and establish a new eligibility list.

Section 8. If the Fire Chief decides to administer an eligibility test to fill a vacancy or potential vacancy, the test shall be given after thirty (30) calendar days' posted notice. The eligibility of all persons on the then current list will expire one (1) year after the eligibility test is given and the results posted.

Section 9. If the test is given again before one (1) year is up from the last test, those already on the eligibility list may retake the examination. If so, then under these circumstances, the higher score of that examination or the previous shall stand. However, the results that are posted one (1) year after the previous test shall be the only results posted or considered for eligibility.

## ARTICLE 18

### PROMOTION TO LIEUTENANT

Section 1. Promotions in the Department shall be made by the Fire Chief with approval of the City Manager from within the Department.

Section 2. To be eligible to participate in the Lieutenant's eligibility examination, the employee must:

- a. Have 5 years uninterrupted service with the Department. Also be a current driver and/or Firefighter First Class have passed the Driver/Engineer promotion test, and meet the promotional requirements of Driver/Engineer except for the exam, and
- b. Have successfully completed two 40 hour classes related to the fire service by a credited institution, or two 3 credit hour classes that are required for an Associate's Degree or higher in Fire Science or Fire Service Management within the 24 months prior to the Lieutenant's examination, or have an Associate's Degree or higher in Fire Science or Fire Service Management,
- c. Be certified as a Fire Officer 1 or obtain Fire Officer 1 during probationary period, and
- d. Within the immediately preceding twelve (12) month period, have logged and maintained at least two hundred forty (240) hours of creditable training.

Section 3. All employees eligible for consideration for promotion to the rank of Lieutenant shall participate in the below-described promotional exams administered by the City, and promotion shall be made according to the below-described procedure with weights being assigned as indicated:

- a. Written Examination - 55%

Source material from which the Lieutenants examination questions are to be drawn shall consist of:

1. Latest edition of the Company Officer course material the Florida State Fire College has adopted

2. Latest edition of the Fire Cause and Determination course material the Florida State Fire College has adopted
3. Latest edition of the Pumping Apparatus course material the Florida State Fire College has adopted
4. Latest edition of the Essentials course material the Florida State Fire College has adopted)

The City shall furnish copies of the above-referenced material at the candidate's request.

b. Oral Examination - 45%

By a three member board composed of appointees of the Fire Chief, the board, for Lieutenants, shall give the minimum score of 60% to a maximum of 100%.

1. Fire Operations
2. Hazardous Material Operations
3. A training session

c. Seniority Points

Each person shall have added to their combined scores of written and oral, one-half point for each year, or major portion thereof, of continuous service to the Department up to a twenty (20) year maximum.

Section 4. All segments of the promotional procedure shall be separate from each other, the employee taking the exam must receive a score of 70% on the written portion of the exam in order to participate in the oral portion of the exam. No member of the oral evaluation board shall know the previously attained score of any candidate.

Section 5. All candidates scoring 70% or more on the combination of written examination, oral examination, and seniority scores, or the top five (5) of these, whichever is less, shall comprise the Lieutenants eligibility lists.

Section 6. Promotions will be made from the Lieutenant's eligibility list, from the top three (3) that appear at the time of the promotion.

Section 7. If the Fire Chief determines that a Lieutenant's position becomes or soon may become vacant, and no one is eligible to be promoted, the City shall administer the appropriate test during a set time frame once that year and establish a new eligibility list.

Section 8. If the Fire Chief decides to administer an eligibility test to fill a vacancy or potential vacancy, the test shall be given after thirty (30) calendar days' posted notice. The eligibility of all persons on the then current list will expire one (1) year after the eligibility test is given and the results posted.

Section 9. If the test is given again before one (1) year is up from the last test those already on the eligibility list may retake the examination. If so, then under these circumstances, the higher score of that examination or the previous shall stand. However, the results that are posted one (1) year after the previous test shall be the only results posted or considered for eligibility.

## ARTICLE 19

### CLOTHING ALLOWANCE

Section 1. All uniforms, protective clothing, or protective devices required of firefighters in the performance of their duties, shall be furnished without cost to them by the City, specifically the following:

- a. Three blue (firefighter) Lake City Fire Department t-shirts
- b. Two Lake City Fire Department polo shirts
- c. Two pairs of duty pants

Section 2. Each firefighter shall receive \$50.00 per month for clothing maintenance, payable each month at the second payroll.

Section 3. In addition to protective clothing and devices being supplied, all firefighters shall receive one (1) pair of black shoes per year, furnished by the City; provided said cost shall not exceed \$90.00 per pair, per year, to the City. These shall be furnished annually. Policies pertaining to the acquisition of the shoes shall be the same as those for other City employees. This includes the selection of the make and the model by the City.

Section 4. In consideration of the foregoing, employees agree to (1) wear or use said uniforms and shoes and protective devices only for official City business; (2) maintain, clean, and repair, to the extent possible, on a regular basis, said uniforms, protective devices, and shoes. Any employee in violation of these provisions shall be subject to appropriate discipline as determined by the City.

## ARTICLE 20

### INJURY IN LINE OF DUTY

Any employee who sustains a job-connected injury that is compensable under the Worker's Compensation Law shall be carried in full pay status for a period not to exceed seven (7) calendar days; without being required to use sick leave. If the employee receives Worker's Compensation salary loss benefits for this period of leave with pay, the employee shall reimburse the City the amount of the benefits. Such reimbursement shall not include payments for medical, surgical, hospital, nursing, or related expenses, or lump-sum or scheduled payments or disability losses.

ARTICLE 21

VACATION, LEAVES, AND HOLIDAYS

Section 1. Vacation time is intended to benefit the employee, and employees are encouraged to take vacations in the year in which it is earned. However, the Fire Chief shall determine whether a vacation request is approved, considering operational requirements and minimization of overtime.

Seniority, within the various departments, shall apply in case of conflict, insofar as scheduling is concerned.

Vacations will be scheduled so as to meet the operation requirements of the City, and, insofar as possible, the preference of employees. The City will attempt to have sufficient manpower so that vacations may be reasonably available.

The City's vacation and leave policy, based on years of service, as it now exists for general employees, shall apply to employees in this unit. Firefighters accrue annual leave at the following rate based upon a 52 hour work week as follows:

Less than one (1) year of service	3.90 hours
One (1) to five (5) years of service	6.76 hours
Five (5) to ten (10) years of service	8.06 hours
Over ten (10) years of service	10.4 hours

and may accumulate up to 320 hours.

Section 2. Holidays as established by the City Council for City's general employees shall be paid holidays also for employees under this contract. There shall be a minimum of twelve (12) holidays listed below so designated for employees under this contract, plus any other days that the City Council may so designate as holidays for its general employees. All employees in the unit shall receive ten (10) hours' straight pay for

each holiday, except for those employees working the full holiday shift who shall be paid an additional fourteen (14) hours' straight pay.

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Easter  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

Section 3. Firefighters may also use up to ninety six (96) hours from their sick leave accrual for personal leave.

Section 4. Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Firefighters with the same employment date shall be assigned to the seniority list in order of their rank, with the higher rank having more seniority; if the firefighters are of the same rank, their seniority will be the same.

Section 5. The firefighter working the holiday shift due to a swap shall receive an additional fourteen (14) hours' holiday pay; the firefighter off work due to a swap shall receive only the ten (10) hours' holiday pay.



ARTICLE 22

MILITARY LEAVE

Current City policy in regard to military leave shall apply to employees in this bargaining unit and shall comply with all applicable military leave law.

## ARTICLE 23

### INSURANCE AND SICK LEAVE

Section 1. The City shall maintain health and life insurance on its employees, with substantially the same coverage as is now provided. The City reserves the right to obtain substantially the same coverage from another carrier, in the event of a premium increase from its present carrier. Provided, the City shall not be required to pay more in premiums for employees' health and life insurance than what it is now paying.

Employees who desire employee/family or employee/spouse coverage may purchase the same by paying the City the rate for such coverage the City charges its general employees. Employees who elect individual coverage shall pay to the City twenty five percent (25%) of the cost of such coverage under the City's mid-level plan, or such other sums as the City may, from time to time, charge its general employees for said coverage, whichever is greater.

Section 2. The City's sick leave policy, as now exists for general employees, shall apply to employees in this unit; except the rate of accrual for sick leave shall be five (5) hours per pay period. All firefighters who take time off for sick leave will be charged accrued leave hour for hour. The following apply:

(a) Medical Certification: After two (2) consecutive shifts of absence, the firefighter shall submit to the department head a medical certification from a physician before additional use of sick leave will be authorized for the firefighter. If the firefighter continues to be absent, the City can require further medical certification for each ten (10) regular shifts of used sick leave. Such medical certification must state the firefighter is

unable to perform the regularly assigned duties if sick leave is to be authorized by the City.

(b) Abuse of Sick Leave: Sick leave benefits are intended solely to provide income protection in the event of an illness or injury and may not be used for any other absence other than allowed in this Agreement. If it is suspected that a firefighter is abusing sick leave policies, the firefighter shall be subject to the investigation notification and due process of the firefighter bill of rights and the City's disciplinary procedures.

(c) Sick Leave Incentives: Annually, during the first week of December, firefighters having a sick leave account balance of sixty (60) hours or more may request payment of up to twenty-four (24) hours of available sick leave. All firefighters may use up to ninety six (96) hours of sick leave during the budget year as personal leave which may be taken in 12 or 24 hour increments only. See Article 21, Section 3, above.

(d) Payment of Unused Sick Leave: Unused sick leave will be paid upon the firefighters separation from the City, but will not exceed twenty-five percent (25%) of the total accrued sick leave and shall not be more than five hundred (500) sick leave hours.

Section 3. Sick Leave Bank:

(a) The City's employee sick leave bank has been established for the purpose of providing personal sick leave with pay for City employees during extended periods due to illness, accident or injury not otherwise compensated by the City. Firefighters of the department will enjoy this benefit.

(b) The sick leave bank shall be administered by the City Manager, Assistant City Manager and HR Director.

(c) All firefighters who have been employed full-time for at least one (1) year and who have available sixty-four (64) hours of unused sick leave are eligible to join the sick leave bank by requesting voluntary enrollment and contributing eight (8) hours of sick leave to the bank.

(d) The sick leave bank shall be activated when a minimum of forty-five (45) leave days have been deposited. All participating firefighters shall be required to contribute eight (8) additional hours to the pool each time the sick leave bank is depleted below thirty (30) days.

## ARTICLE 24

### FUNERAL BEREAVEMENT LEAVE

Section 1. A maximum of three (3) working days regular shifts (consecutive) with pay will be granted a full-time employee when an immediate family member death occurs. Immediate family members are husband, wife, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. The leave must be approved by the department director.

Section 2. One (1) regular shift of bereavement leave will be permitted for relatives who are not within the immediate family. This privilege will only be allowed two (2) times during any 12-month period, and the leave day must be used to attend the funeral. Family relatives are aunt, uncle, niece, nephew and first cousin. The leave must be approved by the department director.

## ARTICLE 25

### PHYSICAL EXAMINATIONS AND DRUG TESTING POLICY

Section 1. The City may, at its expense, require members of the fire department to submit to a physical. The result shall be forwarded to the City and the firefighter.

The Union agrees that the City may consult with the Union and a physician in establishing appropriate fitness levels that reflect the employee's assigned functions and employment activities. This is intended to help reduce possible occupational injuries and illnesses. Thereafter, the City may initiate a physical fitness program which will enable employees to develop and maintain the appropriate level of fitness to perform their primary assigned function.

Section 2. This Agreement adopts and incorporates the City's Substance Abuse and Drug Free Workplace Policy that is currently contained in Section 3.04 of the City's Personnel Policies, which were revised effective October 1, 2014; provided, appeals in Section J.4. of the Policy shall be taken through Article 26 of this Agreement.

Section 3. This Agreement adopts and incorporates the City's Tobacco Free Policy effective January 1, 2015.

ARTICLE 26

GRIEVANCE EMPLOYEE COMPLAINT PROCEDURE AND ARBITRATION  
EMPLOYEE COMPLAINT PROCEDURE

Section 1. In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties.

Section 2. A grievance is a claim by a non-probationary employee that the City has violated a term or Section of this Agreement.

Section 3. Grievances shall be settled in the following manner:

If any employee, regardless of membership or non-membership in the Union wishes to present and settle a grievance, it is understood and agreed that he/she has the right to present such grievances as set forth below and attempt to have such grievance adjusted.

The grievance shall be presented on the City's Complaint Form and contain:

- a. A statement of the grievance and the facts upon which it is based;
- b. The Section of the Agreement alleged violated;
- c. The action, remedy, or adjustment requested;
- d. The signature of the aggrieved employee, and, if requested by the employee, Union representative, and the date of the grievance.

Section 4. Grievances shall be processed as follows:

*STEP 1*      *SUPERVISOR LEVEL* - Any employee having a complaint may, within seven (7) calendar days following any incident, discuss the situation informally with the immediate supervisor. If the matter is not resolved, the employee may submit to the supervisor a Complaint Form setting forth the information outlined in section 3 above. The form must be completed and submitted to the

supervisor within fourteen (14) calendar days of the incident giving rise to the complaint. The supervisor shall meet with the employee and provide a written decision to the employee within seven (7) calendar days following receipt of the formal complaint form.

*STEP 2 DEPARTMENT DIRECTOR LEVEL* - If the complaint cannot be resolved at the supervisor level, the employee may appeal the complaint to the Department Director. The Step 2 appeal must be initiated by the employee by signature on the complaint form within five (5) calendar days of the supervisor's decision. The supervisor will forward the original complaint form including his/her reply to the Department Director within five (5) calendar days following receipt of the employee's notice of Step 2 appeal. The Department Director shall meet with the employee and provide a written decision to the employee within seven (7) calendar days following receipt of the appeal. Department Directors shall inform the City Manager of complaints that reach the Department Director level.

*STEP 3 CITY MANAGER LEVEL* - If the complaint is not resolved by the Department Director, the employee may appeal the complaint to the City Manager. The Step 3 appeal must be initiated by the employee by signature on the complaint form within five (5) calendar days of the Department Director's decision. The Department Director will forward the original complaint form and their reply to the City Manager within five (5) calendar days following the employee's notice of Step 3 appeal. The City Manager may:

- e. Meet with the employee, if the employee desires to discuss the complaint.
- f. Consider the complaint based solely on the written content.

The City Manager shall communicate a written decision to the employee within ten (10) calendar days following a meeting with the employee, or reviewing the written complaint based on content, whichever is later. Such decision shall be the City's final decision on the grievance, subject to further appeal under section 5 below.

Section 5. If a grievance, as defined in this Article, has not been satisfactorily resolved within the above Employee Complaint Procedure, the grievant may request arbitration in writing to the City Manager, or in the City Manager's absence, the City Manager's authorized representative, no later than seven (7) calendar days after the date of the response from the City Manager under this Employee Complaint Procedure. Oral



and written reprimands may not be challenged through arbitration, except that the propriety of such discipline may be challenged in an arbitration challenging more severe discipline or discharge if the City claims that the oral or written reprimand or reprimands was or were considered in issuing the more severe discipline.

Provided, however, where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it may be presented at Step 1 and signed by the aggrieved employees or the Union representative on their behalf.

Section 6. A grievance shall stand abandoned upon failure of the grievant or the designated Union representative to observe any of the above time limits, however, these limits may be extended upon written mutual consent by the Union and the City. The City's failure to timely respond to a grievance shall entitle the grievant to proceed to the next step of the grievance procedure as if the grievance were denied. If the employee is not satisfied with the City's resolution of the matter, he/she may proceed to arbitration, except as provided hereinafter.

Section 7. The Union representative may settle the grievance at any step of the procedure, and, upon his/her withdrawal of the grievance, or settlement of same, no further action is necessary in processing the grievance.

Section 8. No employee or group of employees may refuse to follow directions as to any matter then being grieved, pending the outcome of a grievance. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

Section 9. Grievances may be processed or discussed during duty hours, provided that the time spent doing so shall not interfere with work and shall be limited to a reasonable period of time, and will not result in the payment of overtime to any employee involved. If, in the Fire Chiefs sole judgment, this Section is being abused, he/she may direct that further discussions regarding grievances be conducted off-site on the grievant's and Union representative's non-duty time.

### ARBITRATION

Section 10. Only grievances which satisfy each of the following conditions are subject to arbitration hereunder:

- a. The grievance was filed in writing and processed in the manner and within the time limits prescribed in this Article;
- b. The grievance involves a claim of direct violation by the City of a Section or specific provision in the Agreement that is clearly arbitrable under the rules of interpretation applicable to public arbitration, under the laws of the State of Florida;
- c. The written grievance and the written demand for arbitration clearly identify the Section or specific provisions allegedly violated;
- d. A demand for arbitration has been made in writing within fourteen (14) calendar days from and after the City Manager's response is due in Step 2. Multiple grievances involving different claims shall not be submitted to the same arbitrator. A demand for arbitration made by an employee or the Union shall be served on the City Manager.

An arbitrator hereunder shall only have jurisdiction to determine whether or not the City or the Union or employee violated the identified contract provision in the respect alleged in the written demand for arbitration, but he/she may consider, to the extent applicable, the entire contract in reaching such a decision.

Section 11. A demand for arbitration shall state the nature of the dispute, the remedy requested, and the specific provision, or provisions, of the contract violated.

Within fifteen (15) calendar days after receipt of the demand for arbitration, the other party will give its response thereto, stating whether or not it believes the stated dispute is arbitrable.

Section 12. It is the specific agreement of the City and the Union that the arbitrator, in determining whether a grievance upon which arbitration has been demanded is arbitrable, shall:

- a. Consider as a fundamental principle that the City retains all the rights as set forth in the Management Rights Article;
- b. Consider this Agreement sets out expressly all the restrictions and obligations assumed by the respective parties, and that no implied restrictions or obligations are inherent in this Agreement, or were assumed by the parties in entering into this Agreement;
- c. Find that the grievance upon which the demand for arbitration is based is not arbitrable unless the time limits and procedures provided for in this Article have been strictly complied with, unless the parties have agreed, in writing, as provided, to waive such time limits and procedures.

Section 13. If the demand for arbitration is in proper order, then the parties shall attempt to agree upon an arbitrator. If they cannot mutually agree on an arbitrator within ten (10) calendar days following receipt of the demand for arbitration, then either party may request a panel of seven (7) names from the Federal Mediation and Conciliation Services (FMCS). The party demanding arbitration shall strike the first name, followed by the other party striking the next name, and so forth, until one name remains. The remaining name shall be the arbitrator to hear the dispute.

The Arbitrator's decision will be rendered, in writing, and shall be final and binding on both parties. The parties will each bear the cost of preparing and conducting their own presentation, including pay for witnesses attending the hearing at their request. The

party ruled against will pay the cost of arbitration, including the arbitrator's fees, hearing room, and a transcript of the proceedings for both parties.

Section 14. The arbitrator, in reaching a ruling, may not so interpret the specific provisions of this Agreement that the practical result is a modification of any of its terms, nor may he/she add to or delete from the provisions as set forth in the Agreement.

Section 15. The arbitrator, in reaching a ruling, shall have due regard for rights, responsibilities, and prerogatives of management, and shall so construe this Agreement that there will be no interference with such rights, responsibilities, and prerogatives, except as they may be expressly limited by this Agreement. But, if he/she finds he/she has no power to rule on such grievance, the matter shall be referred back to the parties, without decision or recommendation on the merits of the case. No remedy may go beyond the termination date of this Agreement, even if such rights, claims, or grievances arose during its term.

Section 16. Only sworn testimony shall be received and such exhibits that may be properly identified and authenticated, and, since the arbitrator has no contempt power, the arbitrator shall have the authority to render an award against the party who presents a witness whose testimony or variance and contradictory to prior sworn testimony or statements of witnesses for the same party. The decisions of the arbitrator in any case shall not require a retroactive wage adjustment in any other case. It is agreed that an arbitrator's award is not a binding precedent in like or analogous situations. The powers of the arbitrator also shall be limited as follows:

- a. The arbitrator shall have no authority to rule on jurisdictional disputes between groups of employees or Unions representing groups of employees;

- b. The arbitrator shall have no power or authority to establish wage scales rates for new jobs, or, except if he/she is specifically empowered, to change any wage;
- c. In the case of a grievance arising from a discipline, the arbitrator shall not have the authority to alter or amend the discipline, but may only determine whether the employee engaged in the misconduct alleged;
- d. The arbitrator shall have only the power to rule on grievances arising under this Agreement as defined in section 3 above;
- e. The arbitrator shall have no power to arbitrate any matter that arose before the effective date of this Agreement, or after the expiration of this Agreement;
- f. The arbitrator shall promptly hear the matter and shall issue the decision within ninety (90) calendar days from the close of the arbitration.

Section 17. Notwithstanding any provision of the Agreement to the contrary, any individual employee shall have the right, at any time, to present grievances to the City and to have such grievances adjusted, without the intervention of the bargaining representative, so long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect.

## ARTICLE 27

### OFF DUTY HOURS/OUTSIDE EMPLOYMENT

Section 1. Employee's off duty hours shall be his/her own time to do with as s/he desires, so far as it does not discredit the City nor interfere with his/her regular duty time.

Section 2. It is understood and agreed that all employees may be called back to duty in the event of a major fire or declared disaster, and the Union agrees to use its best efforts to get said employee-members back to duty.

Section 3. A firefighter may take outside employment consistent with City policy.

Section 4. Firefighters taking outside employment will be required to file a form indicating the business location and the hours of employment and to file such form with the Personnel Office and his/her department head.

## ARTICLE 28

### EDUCATION AND TRAINING

Section 1. The City and the Union agree that continuing education is important. Therefore, the City will pay for a minimum of two (2) educational, vocational, technical seminars or adult training programs a year for each firefighter. The programs shall be limited to fire related courses and limited by budget constraints.

Section 2.

- a. The City agrees to pay 100% of the cost for tuition, books, and expenses and to allow the firefighter's training and education leave for any shifts that coincides with class dates.
- b. If enough money is in the education budget within three (3) months of the end of the fiscal year, firefighters will be allowed to attend more classes on a first come, first served basis. Section 2 (a) of this article allowing administration leave per extra class taken shall apply to such additional classes.

Section 3. If the class is given out of town, the City will pay all lodging cost, mileage to and from the training center, and per diem in accordance with the City's per diem rates.

Section 4. To be eligible for this program, the following criteria shall apply:

- a. The firefighter must have accumulated one (1) year or more service with the Fire Department.
- b. The program or course must be one that is related to the fire service and is needed for an Associate's degree or higher in fire science or fire service management, or is necessary to maintain eligibility for promotion.
- c. The firefighter must place a request in writing to the Fire Chief or his/her designee within 14 calendar days prior to the start of class.
- d. The Fire Chief has the sole discretion to approve the program or course which shall not be reasonably withheld, and when the Fire Chief approves of an existing program or course as appropriate to

be attended virtually, firefighters shall select such virtual program or course.

Section 5. The payment process is as follows:

- a. This payment will be made directly to the college or school sponsoring the course unless the City is prevented from doing so in which case the firefighter will be given a check to cover reimbursement of the cost.
- b. Firefighters participating in the program must show successful completion of the course. If there is a grade given for the course, successful completion will require a final grade of 70 or above.
- c. The firefighter will receive a check for travel, lodging and per diem prior to leaving for the class.
- d. If the firefighter fails the course or program, he/she shall, upon his/her own, register, attend, and pay for tuition, meals, credits and lodging for the failed course. The firefighter must register to retake the course or program the next time it is offered. Failure to do so, or to successfully complete the program or course, will result in the firefighter reimbursing the City for all expenses the City incurred related to the failed course or program.



ARTICLE 29

MISCELLANEOUS

Section 1. The City shall not furnish bed linens, and the same shall be furnished by the individual employees. The City will furnish bathing and dish towels.

Section 2. The Union shall work with the City to establish and participate in a physical fitness program. The City will also pay \$15.00 per month for a gym membership for each employee upon proof of membership to a gym that will be submitted by the 15<sup>th</sup> of each month.

Section 3. Firefighters shall receive the benefits of the City's Employee Assistance Program in effect as of October 1, 2014.

## ARTICLE 30

### NEGOTIATION

The Union and the City shall negotiate for new Article 14 (Wages and Classifications) and Article 23 (Insurance and Sick Leave), effective April 1, 2024, for the fiscal year beginning October 1, 2024. A party seeking to reopen the above Articles shall furnish to the other party in writing its request, by April 1, 2024, and the requested party shall respond within fifteen (15) days. Negotiations shall follow. The same procedures regarding opening of negotiations shall apply effective April 1, 2025, following, for each year thereafter, except the entire contract is negotiable April 1, 2026. Should it be mutually agreed upon between firefighters and the City, this contract may be opened for other issues.

ARTICLE 31

DURATION

This Agreement, as amended, shall become effective October 1, 2023 and shall remain in full force and effect until September 30, 2026, unless modified or changed by written agreement signed by both the City and the Union.

CITY OF LAKE CITY, FLORIDA

By: \_\_\_\_\_  
STEPHEN M. WITT  
Mayor-Councilmember

APPROVED as to form and legality:

By: \_\_\_\_\_  
Thomas J. Kennon, III, Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Witnesses as to City of Lake City

LOCAL NO. 2288 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By: \_\_\_\_\_  
MATTHEW HERNDON  
as its President

ATTEST:

\_\_\_\_\_  
Secretary, Local No. 2288

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Witnesses as to City of Lake City

## SCHEDULE A

### Fire Department Matrix 2023-24

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
F1	\$16.0000	\$16.4800	\$16.9744	\$17.4836	\$18.0081	\$18.5484	\$19.1048	\$19.6780	\$20.2683	\$20.8764	\$21.5027	\$22.1477	\$22.8122	\$23.4965	\$24.2014	\$24.9275	\$25.6753	\$26.4456
F2	\$17.4400	\$17.9632	\$18.5021	\$19.0572	\$19.6289	\$20.2177	\$20.8243	\$21.4490	\$22.0925	\$22.7552	\$23.4379	\$24.1410	\$24.8653	\$25.6112	\$26.3796	\$27.1710	\$27.9861	\$28.8257
F3	\$20.5792	\$21.1966	\$21.8325	\$22.4874	\$23.1621	\$23.8569	\$24.5726	\$25.3098	\$26.0691	\$26.8512	\$27.6567	\$28.4864	\$29.3410	\$30.2212	\$31.1279	\$32.0617	\$33.0236	\$34.0143

<b>Grade</b>	<b>Title</b>
F1	Firefighter EMT
F2	Fire Driver/Engineer
F3	Fire Lieutenant

Effective October 1, 2023, the following annual wages shall be paid to the following employees:

Employee	Position Title	Current Base Salary	Grade & Step	Base Salary 10/1/2023	Certifications	Allowances	Adjusted Salary with Add Pays
Department <b>110 - Fire</b>							
Alford, Dustin Michael	Firefighter	\$ 51,655.50	F1 - G	\$ 51,659.38	Pump Operator, Paramedic, Live Fire Trainer	Boots, Clothing, & Gym Membership	\$ 60,329.38
Anderson, Shawn H.	Firefighter	\$ 45,898.84	F1 - C	\$ 45,898.84	Pump Operator	Boots, Clothing, & Gym Membership	\$ 48,068.84
Bethea, Christopher Michael	Driver/Engineer	\$ 59,398.30	F2 - I	\$ 59,737.85	Pump Operator, Paramedic, Hazmat, Life Safety Instr.	Boots, Clothing, & Gym Membership	\$ 69,707.85
Brannon, Adam Laverne	Fire Lieutenant	\$ 70,684.38	F3 - J	\$ 72,605.37	EMT	Boots, Clothing, & Gym Membership	\$ 74,875.37
Craft, Michael A	Firefighter	\$ 51,406.68	F1 - G	\$ 51,659.38	Pump Operator, Paramedic, Hazmat	Boots, Clothing, & Gym Membership	\$ 60,076.68
Croft, Gramby Lance	Firefighter	\$ 51,659.11	F1 - G	\$ 51,659.38	Pump Operator, Paramedic	Boots, Clothing, & Gym Membership	\$ 59,029.38
Dohrn, Daniel Zachary	Driver/Engineer	\$ 58,243.64	F2 - I	\$ 59,737.85	Paramedic, Hazmat	Boots, Clothing, & Gym Membership	\$ 67,107.85
Herndon, Matthew Darrell	Driver/Engineer	\$ 56,549.22	F2 - H	\$ 57,998.10	Paramedic, Hazmat, Education Stipend, Live Fire Trainer	Boots, Clothing, & Gym Membership	\$ 67,268.10
Howard, John H III	Firefighter	\$ 44,561.92	F1 - B	\$ 44,561.92		Boots, Clothing, & Gym Membership	\$ 45,431.92
Kirkman, Michael W JR	Firefighter	\$ 46,369.96	F1 - D	\$ 47,275.65	Pump Operator	Boots, Clothing, & Gym Membership	\$ 49,445.65
Kreienheder, Trenton M	Firefighter	\$ 47,779.68	F1 - E	\$ 48,693.90	Pump Operator, Hazmat	Boots, Clothing, & Gym Membership	\$ 52,163.90
Lockwood, Adam M	Driver/Engineer	\$ 55,186.56	F2 - G	\$ 56,308.64	Pump Operator, Paramedic, Hazmat, Live Fire Trainer	Boots, Clothing, & Gym Membership	\$ 66,278.64
Lupardus, James E. III	Firefighter	\$ 45,898.78	F1 - C	\$ 45,898.78	Pump Operator	Boots, Clothing, & Gym Membership	\$ 48,068.78
Morris, Joshua S	Firefighter	\$ 51,256.92	F1 - G	\$ 51,659.38	Pump Operator, Paramedic	Boots, Clothing, & Gym Membership	\$ 59,029.38
Oliver, Robert Lee	Fire Lieutenant	\$ 62,619.70	F3 - E	\$ 62,630.05	EMT, Hazmat, Inspector, Live Fire Trainer	Boots, Clothing, & Gym Membership	\$ 68,800.05
Ovalle, Pedro A	Firefighter	\$ 44,561.92	F1 - B	\$ 44,561.92	Pump Operator	Boots, Clothing, & Gym Membership	\$ 46,731.92
Parnell, Anthony G JR	Driver/Engineer	\$ 51,332.58	F2 - D	\$ 51,530.40	Pump Operator, Hazmat	Boots, Clothing, & Gym Membership	\$ 55,000.40
Redish, Lowell Elliot	Firefighter	\$ 49,764.26	F1 - F	\$ 50,154.60	Pump Operator, EMT, Hazmat	Boots, Clothing, & Gym Membership	\$ 55,024.60
Reed, Chad A JR	Firefighter	\$ 45,898.78	F1 - C	\$ 45,898.78	Pump Operator	Boots, Clothing, & Gym Membership	\$ 48,068.78
Rodriguez, Kyle J	Firefighter	\$ 45,597.24	F1 - C	\$ 45,898.78	Pump Operator	Boots, Clothing, & Gym Membership	\$ 48,068.78
Spivey, Chance M.	Firefighter	\$ 43,264.00	F1 - A	\$ 43,264.00		Boots, Clothing, & Gym Membership	\$ 44,134.00
Sund, Gregory Merlin II	Fire Lieutenant	\$ 65,527.80	F3 - G	\$ 66,444.31	EMT, Hazmat, Education Stipend	Boots, Clothing, & Gym Membership	\$ 70,614.31
Thomas, Austin Scott	Driver/Engineer	\$ 56,548.96	F2 - H	\$ 57,998.10	Paramedic, Hazmat, Education Stipend	Boots, Clothing, & Gym Membership	\$ 67,288.10