

**AGREEMENT  
BETWEEN**

**SUN COAST  
POLICE BENEVOLENT  
ASSOCIATION, INC.**

**SUPERVISORY UNIT**

**and**

**THE CITY OF LARGO**



**October 6, 2020**

**through**

**September 30, 2023**

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**ARTICLE 1  
AGREEMENT AND PREAMBLE**

**Section 1**

This Agreement is entered into by the City of Largo, Florida, hereinafter referred to as the "City" and the Sun Coast Police Benevolent Association, hereinafter referred to as the "Union".

**Section 2**

It is the purpose of this agreement to achieve and maintain harmonious relations between the employer and the Union; to settle differences which might arise and to establish proper standards of wages, hours and other conditions of employment.

## ARTICLE 2 RECOGNITION

### Section 1

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

### Section 2

The bargaining unit shall consist of the following classifications:

**Police Lieutenant**

## ARTICLE 3 MANAGEMENT RIGHTS

### Section 1

Except as abridged, limited or modified by the terms of this Agreement or by law, any of the rights, powers or authority the City previously possessed or enjoyed prior to this Agreement are retained by the City. These rights include, but are not limited to, the following:

- a. To manage the Police Department and exercise sole, exclusive control and discretion over the organization of the department and the operations thereof.
  - b. To determine the purpose and functions of the department and its constituent divisions and departments; to determine the utilization of technology, including the introduction of new or improved methods or facilities or the changing of existing methods or facilities.
  - c. To determine, formulate, adopt, publish, modify, enforce and implement such policies and programs, standards, rules and regulations as are deemed necessary for the operation and/or improvement of the Police Department and to select, manage, and direct all personnel of the Department as long as the action taken by the City is not in direct opposition to a term and condition of employment.
  - d. To set methods, means of operations, and standards of services to be offered by the Police Department and to subcontract such operations and services to the extent deemed practical and feasible by the City.
  - e. The City will develop and maintain job descriptions for the job classification covered by this Agreement. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and employees at the discretion of the City may temporarily be required to perform duties not within their job descriptions but within the realm of related duties.
  - f. To decide the number, location, design and maintenance of the Department's facilities, supplies and equipment.
  - g. To determine the qualifications of all employees of the Department; to select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees of the Department. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project.
- The Union acknowledges the City's right to administratively transfer, for any reason, employees at the discretion of the Chief. In the event that a transfer is included with other discipline and structured as discipline on a disciplinary report form, then and only then, will a transfer be considered as part of the discipline given to said employee.
- h. To discharge, demote, suspend or take other disciplinary action against unit employees, consistent with this Agreement.
  - i. To increase, reduce, change, modify or alter the composition and size of the work force.
  - j. To establish, change, or modify duties, tasks, responsibilities or requirements, except as otherwise provided in this Agreement.

## **Section 2**

If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates and monetary fringe benefits and reasonable safety conditions shall not be suspended. The time limits for any grievances arising during the declared emergency shall not begin until the conclusion of the declaration, and any grievances which are in process shall have the time limits extended for the duration of the emergency. The time for such extension shall be the time from the declaration of the emergency until the time the Union is notified of the conclusion of the emergency.

## **Section 3**

Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission and obligation to its citizens, budget, organization, assignment of personnel, tasks, duties, responsibilities or the technology of performing work. Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by law.

## **Section 4**

The City hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States. Employees or their representatives shall have the right to raise grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

## **Section 5**

It is expressly understood by and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

## ARTICLE 4 EMPLOYEE RIGHTS

### Section 1

Employees covered by this Agreement will have the rights granted by Florida Statutes Chapter 112, Part VI, known as the "Law Enforcement and Correctional Officers Bill of Rights".

**Definitions:** For the purpose of this section, the following terms are defined.

**Allegation:** The assertion of wrongdoing either through omission or commission.

**Complaint:** A complaint is defined as any allegation of misconduct which is made against an officer by any person from within or outside the department, and which, if sustained, may result in disciplinary or criminal enforcement action being taken against the officer.

**Internal Investigation:** An internal investigation is deemed to be in force when a complaint involving or affecting the public trust and confidence of the department and its officers or a member of the public or the violation of state's criminal statutes has been made against an officer and follow-up investigation on the complaint is needed to determine validity of the complaint. An internal investigation is not indicated nor is one deemed to exist in this context in disciplinary matters which come to the attention of supervisor/command personnel during the course of their normal duties (i.e., the supervisor observes or has direct knowledge of an infraction being committed by a subordinate).

### Section 2

The department will process complaints against officers only as they relate to their job duties, performance of their job duties, and violations of law and/or written directives that apply to job duties, or violations of law. While the supervisor/commander receiving the complaint may conduct sufficient inquiry of the complaint to test the allegation, internal investigations will be initiated only at the direction of the Chief of Police. All internal investigations will be conducted by, or under the direction of, the Office of Professional Standards. Internal Affairs investigations will be completed within 45 days unless an extension is granted, in writing with a copy to the employee's representative, for just cause by the Police Chief.

### Section 3

All investigations shall have one of the following conclusions:

- a. **Unfounded:** The allegation is false and not factual.
- b. **Exonerated:** The incident occurred, but was lawful and proper.
- c. **Not sustained:** The allegation could not be proved or disproved due to insufficient evidence.
- d. **Sustained:** The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.
- e. **Policy/Procedure Deficiency:** The employee's actions were in compliance with the department rules, policies and procedures, but said rules, policies or procedures are deficient.

## ARTICLE 5 UNION BUSINESS

The City of Largo and the PBA will work collaboratively to ensure the PBA has the leave time needed to address union business. It is mutually beneficial for the City and the PBA to work together to ensure the business needs of the union are met. This leave will be considered Administrative Leave. Time off under this provision shall be granted at the discretion of the City; however, the use of this time will not be unduly restricted by the City given sufficient notice by the PBA.

### **Section 1**

~~Any member of the bargaining unit may donate vacation or sick leave to the union pool time account. Vacation leave donations shall be in increments of one hour, on the basis of one hour vacation for one hour pool time. Sick leave donations shall be in increments of two hours, not to exceed 16 hours per fiscal year, on the basis of two hours sick leave for one hour pool time. Donation of sick leave in accordance with the provisions of this section may not cause an employee's sick leave balance to be reduced to below 200 hours. Carryover of union pool time from one fiscal year to the next shall not exceed 500 hours. Donations of time to this pool must be made in writing and signed by the employee.~~

### **Section 2**

~~Charges against the PBA business pool time, approved in this Article, shall only be made when approved by a member of the PBA Executive Committee (Board) and the PBA shall notify the City in writing of any charges against the pool at least forty eight (48) hours prior to the time off period. The Chief of Police or his/her designee may grant permission, provided sufficient personnel is available for requests, of less than forty eight (48) hours when such notice was not possible.~~

### **Section 3**

~~The use of the above referenced pool time shall be used by PBA officials, up to a maximum of four (4) in any one instance, for the conduct of PBA business, including, but not limited to the negotiation of collective bargaining agreements or the modification or amendment of the same. Time off under this provision shall be granted at the discretion of the City; however, the use of this time will not be unduly restricted by the City given sufficient advance notice by the PBA. Pool time may be used provided that sufficient staffing is available on the regular shift to properly staff the department/unit during the absence of the PBA officials as determined by management. Vacation time schedules have priority over requests for the use of PBA business pool time.~~

## **ARTICLE 6 DUES DEDUCTION**

### **Section 1**

A member of the bargaining unit may present written authorization, on the form mutually agreed to by the City and the PBA, to have the City to deduct from his/her salary PBA dues and dental premiums in a specific amount. No authorization shall be allowed for payment of initiation fees, assessments or fines.

### **Section 2**

The PBA will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA membership dues will be similarly certified to the City and shall be done at least thirty (30) days in advance of the effective date of such change.

### **Section 3**

The City will transmit the dues deducted in any month to the PBA at a convenient time during the calendar month following the deduction except in the case of reasonable delays.

### **Section 4**

The payroll deduction shall be revocable by the employee notifying the City in writing on the form mutually agreed to by the City and the PBA. The PBA shall be notified of any revocation by the City.

### **Section 5**

The PBA shall indemnify and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action by the City in compliance with this Article.

### **Section 6**

For the purpose of putting this Article into effect, the PBA will furnish its members with forms for such individual authorization. The form as presently used has been approved by both parties.

## **ARTICLE 7 BULLETIN BOARDS**

### **Section 1**

The Union shall be entitled to reasonable use of City internet, electronic mail, intranet and fax services, and a bulletin board at each station or office in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area agreeable to the Employer. If the Union furnishes a bulletin board, it is their responsibility for the care, maintenance and replacement.

### **Section 2**

These bulletin boards, fax, and City e-mail, intranet and internet shall be used for posting Union notices but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections
- c. Notices of Union appointments and other official Union business
- d. Notices of Union meetings and educational material
- e. Any other information, including any notices and educational material, containing any information other than purpose, date, time and place, may be posted on such designated areas only upon approval of the Police Chief or designee.

### **Section 3**

All such notices shall be signed by a duly recognized officer of the Union.

### **Section 4**

Supervision may remove Union material not in conformance with Section 3 of this Article and then inform officers of the Union.

### **Section 5**

All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

## **ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1**

a. Nothing in this agreement shall be construed to alter the status of bargaining unit members as employees. No employee shall be disciplined or discharged, consistent with this article, without just cause. Discipline shall follow a progressive format. The Law Enforcement and Correctional Officers Bill of Rights shall apply to all bargaining unit members.

b. The purpose of this Article is to establish procedures for the fair, expeditious and orderly adjustment of grievances for the settlement of disputes for cause involving the interpretation or application of this collective bargaining agreement or other terms and conditions of employment arising from the administration of this Agreement.

c. If an employee has a grievance which may be processed under this grievance procedure and which may also be processed under the City Personnel Advisory Board grievance procedure, the employee shall elect at the outset which procedure the employee will use and such election shall be binding.

d. Nothing in this Section shall be construed to prevent any employee from presenting, at any time, his/her own grievance, and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of this Agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

e. A grievance may be submitted under this procedure by one or more aggrieved employees, or by the Union as a general or class grievance. A class action grievance shall be initially submitted at Step 2 to the Labor Relations Officer. A disciplinary grievance shall be initially submitted at Step 1. Any employer grievance will be filed with the Union President at Step 2. A decision on a specific class action grievance applies to all employees in the bargaining unit. No individual may file a separate grievance on the same set of circumstances pertaining to this specific grievance.

### **STEP 1**

The aggrieved employee must submit a written grievance on the prescribed form to the Police Major having proper jurisdiction within ten (10) work days after the occurrence of the matter from which the grievance arose or when the employee becomes reasonably aware.

The written grievance at this step, and at all steps thereafter, shall contain the following information:

- a. A statement of the grievance including date of occurrence, and details and facts upon which the grievance is based.
- b. The Article and Section of the Labor Agreement alleged to have been violated.
- c. The action, remedy or solution requested by the employee.
- d. Signature of aggrieved employee and Union representative, if applicable.
- e. Reason for rejection of management's answer, if appealed.
- f. Date submitted.

Grievances submitted which do not contain the above information shall be considered inappropriate and

shall be declared null and void and returned to the employee or the Union as applicable.

The Police Major and a member of the Command Staff, as determined by management, within ten (10) work days of receipt of the grievance shall meet with the grievant and the Union representative to discuss and seek a solution to the grievance. Within ten (10) work days after the meeting, the Police Major shall give their written decision to the grievant and the Union representative.

## **STEP 2**

If the grievance is not resolved at Step 1, the aggrieved employee or the Union representative may submit a written appeal to the Police Chief within ten (10) work days after receipt of the Police Major written answer.

Within ten (10) work days after receipt of the written appeal, the Police Chief or designee will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. The Police Chief or designee shall give a written decision to the grievant or the Union representative, as the case may be, within ten (10) work days of the meeting.

## **STEP 3**

If the grievance is not resolved at Step 2, the aggrieved employee or the Union representative may submit a written appeal to the Labor Relations Officer within ten (10) work days after the Police Chief's or designee's written answer. The Labor Relations Officer or his/her designee shall meet with the aggrieved employee, departmental management and Union representatives within ten (10) work days of receipt of the written appeal to discuss and seek a solution of the grievance. Within ten (10) work days after this meeting, the Labor Relations Officer or his/her designee shall give his/her written answer to the grievant and the Union representative as the case may be.

### **Section 2 - Documented Counseling**

- a. A documented guidance and counseling session is not considered part of the progressive disciplinary process and is not grievable.
- b. An employee who disagrees with a documented guidance and counseling session may submit a written response to the supervisor. Said response shall be filed with the documented guidance and counseling.

### **Section 3 - Arbitration Referral**

- a. If the Union is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted by the Union to arbitration. If an appeal for arbitration, including a Request for Arbitration Panel" form, is not filed with the Labor Relations Officer within ten (10) work days from the date of Step 3 answer, the grievance shall be considered settled on the basis of Step 3 answer.
- b. A list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service by the party requesting to arbitrate the controversy. Within ten (10) work days after receipt of the list, the parties shall meet and alternately cross out names on the list and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out first.
- c. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine their decision solely to the interpretation or application of the Agreement.

The arbitrator shall not have the authority to determine any other issues not submitted to them.

- d. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer for the life of the Agreement.
- e. The arbitrator's fee and expenses, including cost of a transcript if so requested by the arbitrator, shall be borne by the losing party and shall be so stipulated by the arbitrator. In the event of a compromise award, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
- f. Each party shall bear the full cost of its representation at all levels of the grievance procedure. The arbitrator should be requested to render their decision within thirty (30) calendar days after the close of hearing and submittal of briefs. Either party desiring a transcript will bear the expense of same.
- g. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify, providing the employee returns to work upon conclusion of their testimony. Under this provision no more than one employee will be released from duty at a time. Any additional arbitration cost caused by this provision will be paid by the City. No off-duty employee who is a grievant or subpoenaed by the grievant against the City shall be compensated under this section.
- h. Arbitration proceedings will be held on City property, as mutually agreed.

## ARTICLE 9 SAFETY AND HEALTH

### Section 1

The City and the Union will cooperate in the continued objective of eliminating accidents and health hazards. The City shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.

### Section 2

It is the policy of the City of Largo that its employees shall not use unlawful drugs or abuse alcohol or legal drugs. The possession, use or sale of unlawful drugs by all employees, on or off duty, is expressly prohibited. The use or possession of alcoholic beverages (including break and meal periods) while on duty is also expressly prohibited.

The Union and the City agree on the importance of a drug-free workplace. The Union supports and endorses the implementation of the Drug-free Workplace Policy developed by the City in accordance with the Florida

Drug-free Workplace Act, Section 440.102, Florida Statutes as amended, and associated implementing rules. The following additional provisions shall also be in effect.

- a. All test results will be placed in the employee's medical file and not the personnel file.
- b. All specimen collecting and testing will be conducted by authorized medical professionals who shall maintain sole custody of all specimens. City supervisory personnel involvement regarding collections and testing shall be restricted to transporting the employee to the contracted medical facility.
- c. If test results establish with reasonable scientific certainty that an employee is present at work or operating a City vehicle off duty with the presence of alcohol or unlawful drugs in the employee's system, the employee will be disciplined, up to and including discharge, with regard to alcohol and will be terminated with regard to unlawful drugs.
- d. Refusal by an employee to submit to alcohol or drug testing shall be deemed to be a violation of the City Code of Conduct regarding willful insubordination and will result in termination of City employment.
- e. All written information and instructional material regarding implementation of this policy shall be provided to the Union for review and comment prior to distribution to employees.

### Section 3

The City and the PBA agree that as a condition of employment, police lieutenants ~~hired on or after October 1990~~ should not smoke or use tobacco in any form either on or off duty. Violation of said condition of employment may result in discipline or termination.

### Section 4

Employees will be provided a comprehensive medical examination annually on a voluntary basis ~~rotating three-year schedule~~. The City will pay the full cost of the exam.

## ARTICLE 10 JOB-RELATED INJURY OR ILLNESS

The employer hereby agrees to pay the following compensation to any employee who is injured or becomes ill in the line of duty in accordance with the following definitions, terms and conditions:

a. Compensation shall be payable under this Article only with respect to disability as the result of injury or illness to an employee where such injury or illness is incurred in the line of duty.

b. An injury or illness shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Workers' Compensation Law.

c. It is the intent of this Article to provide compensation for line of duty injuries only, and this Article shall not be construed to provide compensation in the event of death, injury, or illness incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of those terms, definitions issued under the Florida Workers' Compensation Law shall control.

d. To accomplish the compensation for a line of duty injury, the employee may have his/her sick leave account charged to supplement the workers' compensation payment up to 100% of base salary for up to a period of 180 calendar days. If an employee does not have sufficient sick leave to supplement, the employee will be allowed to use vacation and then a City-wide sick leave donation to that employee subject to the approval of the Police Chief and the City Manager to supplement the workers' compensation for the first 180 days referenced. If additional time is necessary the employee, upon request to the Police Chief and with approval of the City Manager, may be allowed to supplement up to an additional 180 calendar days. The decision by the Police Chief and City Manager is non-grievable.

e. An employee claiming this benefit shall notify his immediate supervisor of the injury or illness being claimed while on the same duty shift that the injury or illness occurred. No bargaining unit member shall suffer any loss of benefit under this Article when illness incurred in the line of duty is not apparent to the employee at the time of the incident. In cases where injury in the line of duty is not apparent to the employee on the same duty shift, the department reserves the right to review each case separately as to the qualifying for this benefit.

f. An employee claiming this benefit shall accept assigned transitional duty if the injury permits, or will forfeit the benefit.

g. The City may limit the time an employee may be assigned transitional duty. Employees on Workers Compensation will be given priority for available transitional duty assignments. Employees on transitional duty are assigned duties and shifts at the sole discretion of the City; the employee has no seniority bid rights while on transitional duty.

h. In order to receive benefits under this Article, the employee is required to fill out the City of Largo Injury Form. The physician's statement must be filled out after each visit regarding injuries claimed under this Article. Refusal of the employee to comply with this Paragraph or Paragraphs "e" and "f" above will result in forfeiture of supplementary compensation.

## ARTICLE 11 HOLIDAYS

The following days shall be observed as holidays: (one day is equivalent to 8 hours)

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

\*Employee Birthday and every fifth year employment anniversary (5yrs., 10 yrs., etc.)

### **Section 1**

When a holiday falls on Saturday, the preceding Friday shall be designated a substitute holiday and observed as an official holiday for the year. When a holiday falls on Sunday, the following Monday shall be designated a substitute holiday and observed as an official holiday for that year. In work units where operations are scheduled seven days per week throughout the year, including holidays, employees who are subject to such scheduling will observe City holidays on the actual day of occurrence.

### **Section 2**

An employee must be on active pay status or work his normal schedule of hours, either on the regularly scheduled working day immediately prior to a holiday or the regularly scheduled working day immediately following a holiday, in order to qualify for holiday pay.

## ARTICLE 12 VACATION

### **Section 1**

Application for vacation leave shall be made in advance of use. Vacation may be used in 15 minute ~~one~~ ~~(1) hour~~ increments.

### **Section 2**

Full time employees are eligible to use accrued vacation leave within the first six (6) months of employment, with Department Director or designee approval.

### **Section 3**

<b>Years of Service</b>	<b>Vacation Accrual</b>
1 year	80 hours
2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	128 hours
7 years	136 hours
8 years	144 hours
9 years	152 hours
10+ years	160 hours
20-24 years	168 hours (grandfathered employee)
25+ years	176 hours (grandfathered employee)

Each year the number of vacation days earned, as enumerated above, is accrued upon the completion of each year. For example - Upon completion of one year of service with the City, the employee will have earned ten (10) days of vacation time. Upon completion of two (2) years of service with the City, the employee will have earned eleven days (11) days of vacation time per year and so on.

### **Section 4**

Upon completion of five (5) continuous years of regular employment with the City, an employee may cash out up to ~~forty eight~~ eighty (80) vacation hours annually, ~~within the fiscal year on his/her hire date anniversary.~~ The employee must have taken a minimum of eighty (80) hours ~~fifty percent (50%)~~ of vacation leave accrued in the year immediately preceding the vacation cash out request ~~hire date anniversary~~ to be eligible for vacation cash out request. ~~Any employee requesting vacation cash out must submit his/her request in writing to Human Resources within thirty (30) days before or after his/her hire date anniversary.~~

### **Section 5**

Employees becoming sick while on vacation may use sick leave for such period of illness provided proof of illness, injury, or medical condition from a licensed medical practitioner is presented to the Police Chief upon his/her return to work.

## **Section 6**

Each employee must take at ~~least 50%~~ eighty (80) hours of annual vacation leave accrued each year in order to provide employees with vacation and proper rest and relaxation.

## **Section 7**

Employees may accrue vacation leave balance to a maximum of three hundred twenty (320) hours. Any vacation leave earned in excess of this cap will be forfeited.

## **ARTICLE 13 SICK LEAVE**

### **Section 1**

All full time employees shall be entitled to ninety-six (96) hours hours of sick leave a year accrued on a payroll period basis. Sick leave may be accumulated to a maximum of seven hundred twenty (720) hours. Employees shall be eligible for sick leave after one (1) month of service.

### **Section 2**

An employee incapacitated and unable to work shall notify his/her supervisor at least sixty (60) minutes before his/her scheduled reporting time as designated by the department, stating the nature of his/her illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the department management.

### **Section 3**

Proof of illness or disability may be required by management when patterns of sick leave use become apparent or excessive amounts or lengthy periods of sick leave are utilized.

### **Section 4**

Sick leave used under this article shall be charged as used in increments of fifteen (15) minute ~~one (1) hour~~-increments.

### **Section 5**

Employees using sick leave are expected to be found at their respective homes, physician's office, hospital or other approved place of recuperation, or in route to one or the other of these locations. An employee may go elsewhere provided he/she receives permission from the Police Chief or designee.

### **Section 6**

Sick leave will be granted upon approval of department management for reasons of the employee's health which shall include medical, dental or optical treatment, which is necessary during working hours. Employees who are unable to perform their duty because of illness or disability of a spouse, domestic partner or dependent living in the employee's home, or employee's minor child, may use sick leave from their accrued sick leave account when the employee's presence is required to care for the above mentioned person.

### **Section 7**

In the event an active employee should die, any unused sick leave which he/she has accumulated as of the time of death will be paid at the employee's regular rate of pay on the basis of one (1) hour's pay for each two (2) hours leave to the deceased employee's beneficiary. In the case of death in the line of duty, sick leave will be paid on a one for one basis.

## **Section 8**

~~Employees with longevity with the City who accrue sick leave in excess of 200 192 hours may elect to convert up to 80 160 hours to personal option leave. Hours will be converted on a two for one basis. Sick leave hours may be converted only once per fiscal year on the employee's anniversary date of hire. A minimum of forty (40) hours vacation must be expended in the year immediately preceding the sick leave transfer request anniversary date to qualify for sick leave conversion privileges. Conversion of hours may not reduce the sick leave balance below the threshold of 200 192 hours. The request to convert hours must be sent to the Human Resources Department, in writing, within 30 days before or after the hire date anniversary.~~

## **Section 9**

An employee may, with the approval of the Department Director and the City Manager, use up to forty (40) hours sick leave when a catastrophic disaster occurs such as storm damage, fire, and flooding to the employee's primary residence. Each request will be evaluated for the severity of the disaster and necessity for the leave. An additional forty (40) hours of sick leave may be approved at the request of the Police Chief and approval of the City Manager.

## **ARTICLE 14 FUNERAL LEAVE**

### **Section 1**

In the event of death in an employee's immediate family, the employee shall be granted leave with pay by the Police Chief or his designee for attendance at the funeral for up to three working days. In extenuating circumstances such as travel time up to 40 additional leave hours may be granted and charged to the employee's accrued sick leave.

### **Section 2**

The employee's family shall be defined as:

- Spouse/Domestic partner
- Parents
- Mother/Father-in-law
- Step-Parents
- Grandparents
- Spouse's grandparents
- Sister/Brother
- Sister/Brother-in-law
- Children
- Step-children
- Grandchildren
- Spouse's grandchildren
- Daughter/Son-in-law
- Same relatives of domestic partner as spouse

### **Section 3**

Proof of attendance at the funeral may be required in order to receive this benefit. If required, the supervisor must inform the employee prior to taking funeral leave.

## ARTICLE 15 FAMILY MEDICAL LEAVE

### Section 1

This contract section and applicable Personnel Rules and Regulations outline the manner in which the Family and Medical Leave Act of 1993 (FMLA), Public Law 103-3, shall be implemented. FMLA and the provisions of this contract section do not limit the use of leave benefits provided for in this agreement other than specifically provided herein.

1. The FMLA provides that employees with at least one year of service who have worked for at least 1250 hours during the preceding 52 weeks are entitled to a total of 12 work weeks of leave during a 52-week period for specified reasons and in accordance with certain restrictions, as defined in the Statute and Department of Labor Regulations. The 52-week period will commence with the first day an absence occurs for the identified FMLA purpose, and run for 52 weeks from that date.
2. Family leave may be authorized for childbirth, adoption or foster care placement, and qualified military reasons.
  - a. The employee parent(s) may use an aggregate maximum of 12 weeks.
  - b. For family leave involving childbirth, the employee/mother may use up to six weeks sick leave (or more if medical certification requires additional time). If the employee/mother does not have sufficient sick leave balance, the personal option leave and vacation leave, down to 48 hours, must be utilized prior to requesting leave without pay (LWOP).
  - c. The employee/father may use sick leave only when medical certification requires his presence due to illness of the newborn or mother. Otherwise, vacation, personal option, or LWOP will be used. Personal Option leave and vacation leave, down to 48 hours, must be utilized prior to requesting leave without pay (LWOP).
  - d. Qualified military reasons include employees who are caregivers may take up to 26 weeks of leave to care for a recovering service member. In addition, employees may use the 12 weeks of FMLA leave for exigencies that arise due to a family member's call to active duty.
3. Employees using medical leave for a family member covered by FMLA or for personal illness/injury will not be granted Leave Without Pay (LWOP) until all accrued paid leave, including sick leave, and vacation leave in excess of 48 hours, is depleted. Once all sick leave is taken and the vacation leave balance has been reduced to 48 hours, the employee may elect to either utilize the remaining 48 hours vacation leave prior to taking LWOP or may immediately request LWOP status. For Family and Medical Leave, the employee must provide a health care provider's certificate, on a form provided by the City, explaining the seriousness of the condition and the anticipated duration with as much of a 30-day notice as practicable.
4. Employees using FMLA leave may request, in accordance with existing City policy, sick leave donations from other employees only after all accrued paid leave, including all vacation leave, is depleted.
5. In accordance with 741.313, Florida Statutes, employees with at least three months of employment will be granted three working days of leave within a one-year period when the leave is related to domestic violence as outlined in the City's Personnel Rules and Regulations.
6. Failure to return to work at the expiration of an approved leave shall be considered absence

without leave and grounds for dismissal. Upon their timely return from leave, the employee shall be granted and given the same rank or substantially similar position without loss of salary or benefits.

## **Section 2**

This section and applicable City Personnel Rules and Regulations outline the manner in which the Family and Medical Leave Act of 1993 (FMLA), Public Law 103-3, shall be implemented.

a. The FMLA provides that employees with at least one year of service who have worked for at least 1250 hours during that year are entitled to a total of 12 work weeks of leave during a 52-week period for specified reasons and in accordance with certain restrictions, as defined in the Statute and Department of Labor Regulations. The 52-week period will commence with the first day an absence occurs for the identified FMLA purpose, and run for 52 weeks from that date.

b. Family leave may be authorized for childbirth, adoption or foster care placement.

1. The employee parent(s) may use an aggregate maximum of 12 weeks.

2. For family leave involving childbirth, the employee/mother may use up to six weeks sick leave (or more if medical certification requires additional time). If the employee/mother does not have sufficient sick leave balance, then personal option leave and vacation leave, down to 40 hours, must be utilized prior to requesting leave without pay (LWOP).

3. The employee/father may use sick leave only when medical certification requires his presence due to illness of the newborn or mother. Otherwise, vacation, personal option, or LWOP will be used. Personal Option leave and vacation leave, down to 40 hours, must be utilized prior to requesting leave without pay (LWOP).

c. Employees using medical leave for a family member covered by FMLA or for personal illness/injury will not be granted Leave Without Pay (LWOP) until all accrued paid leave, including sick leave, personal option leave, and vacation leave in excess of 40 hours, is depleted. Once all sick leave and personal option leave is taken and the vacation leave balance has been reduced to 40 hours, the employee may elect to either utilize the remaining 40 hours vacation leave prior to taking LWOP or may immediately request LWOP status.

d. For Family and Medical Leave, the employee must provide a health care provider's certificate, on a form provided by the City, explaining the seriousness of the condition and the anticipated duration with as much of a 30-day notice as practicable.

e. Employees using FMLA leave may request, in accordance with City Personnel Rules and Regulations, sick leave donations from other employees only after all accrued paid leave, including all personal option leave and vacation leave, is depleted.

## **Section 3**

Failure to return to work at the expiration of an approved leave shall be considered absence without leave and grounds for dismissal, but upon their timely return from leave, the employee shall be granted and given the same position or substantially similar position without loss of salary or benefit.

## ARTICLE 16 JURY DUTY

### **Section 1**

In the event an employee is subpoenaed or summoned for jury duty and/or job related court attendance, he shall receive straight time pay for the hours required to be absent from his currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of a regular scheduled work day are expected to report to work when excused or released by the court.

### **Section 2**

If an employee is called for jury duty, he shall promptly notify his immediate supervisor so that arrangements may be made for his absence from work.

### **Section 3**

Employees on jury duty while on scheduled vacation may be allowed jury duty pay for that time served provided satisfactory evidence of the time served on such duty is presented to and approved by the Police Chief.

### **Section 4**

In the event a holiday occurs during the period of the employee's jury duty, he shall receive pay for such holiday.

### **Section 5**

The employee shall provide the Police Chief or designee with proof of jury duty service before compensation is approved.

## **ARTICLE 17 MILITARY LEAVE**

### **Section 1**

Employees covered by this Agreement who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States shall be entitled to leave from their respective duties without loss of pay for such time as they are in required training, for a total maximum of 240 hours in any one fiscal year, in accordance with Florida Statutes 115.07.

### **Section 2**

Employees who are ordered to active duty shall be compensated in accordance with City Personnel Rules and Regulations in effect at said time.

### **Section 3**

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave. In absence of emergency recall, seven (7) days notice prior to the commencement of the leave will be required.

**ARTICLE 18**  
**LEGAL BENEFITS**

The City agrees that it will undertake the defense of an employee against any civil damage suit in accordance with Chapter 111.07 of Florida Statutes, as may be amended from time to time.

**ARTICLE 19  
WAGES**

**Section 1**

a. The pay plan consists of the salary schedule in Section 5 of this article. The minimums and maximums of the pay ranges will not be decreased during the term of this agreement. Wage increases and salary compression adjustments are as follows for the three year term of this agreement and will begin the first pay period of each fiscal year. FY 2021 will consist of significantly higher salary ranges due to the significant increase in market wages for Lieutenants. In FY 21 each Lieutenant will be placed at their current percentage within the new range. In FY 22 and FY 23, a 4% contractual wage increase will occur the first full pay period of the fiscal year and salary compression adjustments will be made. The ranges in FY 22 and FY 23 will increase 2% on minimum and 2% on maximum. In each year, the general wage increase is calculated first, followed by the salary compression adjustment where applicable.

~~b. Wage increases and salary compression adjustments are as follows for the three year term of this agreement. In each year, the general wage increase is calculated first, followed by the salary compression adjustment where applicable.~~

**FY 2022 2018**

**Salary Compression Adjustments**

~~Employees will receive a 3% General Wage Increase and compression adjustment effective on anniversary date each fiscal year of the contract.~~

Lieutenants

3 2-year Lt	50% 33% of range \$109,158.40	<del>(\$90,105.60)</del>
5 year Lt	Max 67% of range \$114,254.40	<del>(\$95,368.00)</del>
7 year Lt	max of range	<del>(\$100,464.00)</del>

**FY 2023 FY 2019**

**Salary Compression Adjustments**

~~Employees will receive a 3% General Wage Increase and compression adjustment effective on anniversary date each fiscal year of the contract.~~

Lieutenants

3 year Lt	50% of range \$111,342.40
5 year Lt	Max of range \$116,542.40

<del>2 year Lt</del>	<del>33% of range (\$91,915.20)</del>
<del>5 year Lt</del>	<del>67% of range (\$97,281.60)</del>
<del>7 year Lt</del>	<del>max of range (\$102,481.60)</del>

**FY 2020**

**Salary Compression Adjustments**

~~Employees will receive a 3% General Wage Increase and compression adjustment effective on~~

anniversary date each fiscal year of the contract.

#### Lieutenants

<del>2 year Lt</del>	<del>33% of range</del>	<del>(\$93,745.60)</del>
<del>5 year Lt</del>	<del>67% of range</del>	<del>(\$99,236.80)</del>
<del>7 year Lt</del>	<del>max of range</del>	<del>(\$104,540.80)</del>

**Salary Compression Adjustments are one-time wage increases to resolve inequities in the pay plan. These adjustments are only for the identified years; they will not continue beyond the expiration of this labor agreement.—**

c. All salary increases will be rounded to the nearest penny of the hourly rate most closely reflecting the increase received. An employee's base pay cannot exceed the maximum listed pay rate for the employee's classification. If the pay range doesn't move, and an employee's annual increase would place the individual's new salary beyond the maximum of the salary range, the individual will receive the amount of increase which places the salary level at the maximum of the salary range, plus a one time payment which is equal to the unpaid portion of the salary increase on their annual evaluation date subject to a satisfactory or better performance evaluation. Such employees will have their annual evaluation date changed to October 1. This amount will not be added to the employee's wage rate.

#### **Section 2**

- a. The City will provide for the cleaning of department-worn daily duty apparel.
- b. The City will provide each bargaining unit member assigned to plain clothes assignment an annual clothing allowance of \$800.

Benefits under this section will be issued on a pro-rata basis for assignments of less than a year.

#### **Section 3**

Employees will be allowed to participate in the City adopted deferred compensation program pursuant to City Rules and Regulations concerning such participation.

#### **Section 4**

a. Employees who regularly work a shift, the majority hours of which are after 5:00 p.m. and before 6:00 a.m., will receive an incentive of \$70.

b. In FY 21, with the implementation of the ERP (Enterprise Resource Program) and without contingency starting no later than the first pay period in FY 22, shift differential pay of 5% of base pay shall be paid to those employees who are scheduled to work regularly after 5:00 p.m. and before midnight. Shift differential pay of 7% of base pay shall be paid to those employees who are regularly scheduled to work after midnight and before 6:00 a.m. An employee becomes ineligible for shift differential pay if their leave time away from the City is over 45 days.

c. Retroactive pay adjustments for shift differential pay are not authorized unless by the Chief of Police or his designee. Shift differential pay for employees who complete the field training program during the middle of the pay period will be effective on the first day of the pay period following the completion of the training. (Recruits in the field training program are not eligible to receive shift differential during the training program itself but will be eligible to receive the differential following completion of the program).

d. The City will provide a 2% incentive for a Lieutenant assigned to a TAC Commander and TAC Assistant Commander.

**Section 5**

**SALARY SCHEDULE**

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
	<u>Police Lieutenant</u>	<u>Police Lieutenant</u>	<u>Police Lieutenant</u>
MIN	\$102,003.40	\$104,041.60	\$106,121.60
	\$49.04/hr.	\$50.02/hr.	\$51.02/hr.
MAX	\$112,008.00	\$114,254.40	\$116,542.40
	\$53.85/hr.	\$54.93/hr.	\$56.03/hr.
	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
	<u>Police Lieutenant</u>	<u>Police Lieutenant</u>	<u>Police Lieutenant</u>
MIN	\$85,009.60	\$86,715.20	\$88,441.60
	\$40.87/hr.	\$41.69/hr.	\$42.52/hr.
MAX	\$100,464.00	\$102,481.60	\$104,540.80
	\$48.30/hr.	\$49.27/hr.	\$50.26/hr.

## ARTICLE 20 LIFE AND HEALTH INSURANCE

### **Section 1 - Life Insurance**

The City will provide life insurance coverage for all bargaining unit employees in the amount as stipulated in Personnel Rules and Regulations. The City also agrees to continue the \$30,000 supplemental life program to all employees covered by this Agreement.

### **Section 2 - Health Insurance**

a. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact, but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President. The findings of the committee shall be in the form of advisory recommendations to the City Manager and City Commission.

b. Employees shall participate in a Personal Insurance Credits program (cafeteria plan). Lieutenants will receive Operational Manager Personal Insurance Credits.

## ARTICLE 21 EDUCATION REIMBURSEMENT

The City shall reimburse PBA Supervisory Bargaining Unit members up to \$3,000 per fiscal year, including tuition and books, for approved technical/trade school courses or college courses in a community college, college or university accredited by an agency recognized by the Council for Higher Education Accreditation (CHEA). The following guidelines will govern tuition reimbursement.

1. Eligibility - Open to full-time bargaining unit members who have been employed by the City for at least one year.
2. Approved Courses - Advanced requests must be submitted to the Police Chief or designee for approval at least 10 calendar days prior to the beginning date of the class. All requests must contain a course(s) description and explanation as to how the course(s) (if not for a degree or certificate program) is related to the bargaining unit member's employment with the Police Department.
3. The City shall not provide tuition reimbursement if full tuition is paid by another source such as G.I. Bill, scholarship, grant, prepaid tuition program, etc., that the employee does not have to pay back. If the tuition is only partially funded from such other source, then the City shall provide tuition reimbursement in accordance with this article for the difference between tuition and books and that portion funded from such other resource.
4. Cancellation of Approval - A bargaining unit member who resigns or is dismissed from employment prior to the completion of an approved course(s) shall not be eligible for reimbursement. A bargaining unit member who is laid off or receives a disability retirement during the course(s) shall be eligible for reimbursement upon successful completion of the course(s).
5. Grade Requirement - A grade of "C" or better must be received before reimbursement will be made. If a pass/fail grading system is utilized, then employee must receive a "pass" grade.
6. Reimbursement - Upon successful completion of the course(s), the bargaining unit member will submit a memo requesting reimbursement, along with proof of payment and grade report for the course(s) to the Police Chief or designee during the fiscal year in which the course(s) were completed.

## **ARTICLE 22 GENERAL PROVISIONS**

### **Section 1**

Personal property of the employee that is lost, damaged or destroyed in the line of duty, except through employee negligence, shall be replaced or repaired by the City subject to the following restrictions:

- a. The reimbursement for contact lenses, prescription eye glasses and hearing aids shall be actual documented cost. The maximum reimbursement for watches shall be one hundred dollars (\$100) and sunglasses shall be one hundred twenty five dollars (\$125).
- b. Notification of lost or damaged personal property shall be made within the shift in which the loss occurs. In cases of extenuating circumstances, notification times may be extended by the Police Chief or his/her designee.
- c. All requests for reimbursements shall be forwarded via the chain of command to the Chief of Police, who shall review each individual request before reimbursement and may, at his/her discretion, deny the request for reimbursement if he/she deems the loss to have resulted from the requesting member's negligence.
- d. Copies of paid receipts for the replaced or repaired item(s) must be presented when requesting reimbursement. In the case of eyeglasses, contact lenses, and hearing aids, an estimate may be reimbursed with proof of repair or replacement to follow.
- e. Any personal property supplied by the employee other than that specifically delineated herein may be reimbursed at the sole discretion of the Police Chief in an amount not to exceed \$300. Reimbursement in excess of \$300 is subject to the approval of the City Manager.

### **Section 2**

There shall be no residency requirements for employees covered by this Agreement. The Police Chief may establish residency requirements for specific assignments.

### **Section 3**

Except where expressly modified by any provision of this Agreement, the provisions of the City of Largo Personnel Rules and Regulations as amended from time to time and the Police Department Rules and Regulations as amended from time to time shall govern the relationship between the City, the PBA and the employees covered hereunder except that any change shall not be made to reduce benefit levels contained in this Agreement.

### **Section 4**

The City policy regarding travel regulations will apply to bargaining unit members.

### **Section 5**

All Police-related voluntary private duty employment shall be contracted for directly with the Police Department and the City shall compensate said duty at the employee's regular rate of pay.

**ARTICLE 23  
VEHICLES**

The City, at its option, may provide City-owned take home vehicles to bargaining unit employees in accordance with rules established by the Police Chief. Vehicle assignments and their permitted use shall be at the discretion of the Police Chief.

## **ARTICLE 24 MAINTENANCE OF CONDITIONS**

### **Section 1**

Except where expressly modified by any provision of this Agreement, the provisions of the City of Largo Personnel Rules and Regulations as amended and the Police Department Rules and Regulations shall govern the relationship between the Employer, the Union and the employees covered hereunder.

### **Section 2**

Any Police Department Rule or Regulation or any City of Largo Personnel Rule or Regulation in conflict with this Agreement shall be of no force or effect.

### **Section 3**

Except as otherwise expressly provided in this Agreement, any rule, regulation, policy or procedure affecting employees of the bargaining unit in effect prior to, the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. Final authority to change, modify, delete or implement any rule or regulation rests with the City. Prior to implementing any change in an existing rule or personnel policy, the Police Chief or appropriate City official will provide fifteen (15) days written notice to a local Union representative and provide an opportunity to discuss such change if requested. The Union representative shall respond in writing during the 15-day period to the Police Chief and Labor Relations Officer if further discussion and/or bargaining is desired.

## **ARTICLE 25 SEVERABILITY**

### **Section 1**

If any Article or Section of this Agreement should be found invalid, unlawful or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **Section 2**

The exercise or non-exercise by the City or the Union of the rights covered by this Agreement, shall not be deemed to waive any such right or the right to exercise them in the future.

### **Section 3**

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

## **ARTICLE 26 SENIORITY AND REDUCTION IN FORCE**

### **Section 1**

City seniority is an employee's most recent date of employment or reemployment with the City. Seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. City seniority shall be used for purpose of computing vacation accruals, service awards and other matters based on length of service.

### **Section 2**

Classification seniority is length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification (anniversary date). Seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time.

### **Section 3**

Employees shall lose their seniority as a result of the following:

- a. Voluntary termination
- b. Retirement
- c. Termination for cause
- d. Layoff exceeding twelve (12) months
- e. Absent without authorized leave for two (2) consecutive working shifts as verified by the Police Chief
- f. Failure to return from military leave within the time limits prescribed by law

### **Section 4**

A reduction in force within a classification shall be implemented in order of seniority within that classification, the least senior person first. Personnel subject to such layoff will revert to the next lowest classification they are qualified to fill, provided that the move does not require layoff of an employee with more departmental seniority.

### **Section 5**

Employees in layoff status shall have recall rights for a period of twenty-four (24) months and have preference to positions in their layoff classifications over new applicants provided they have maintained required certifications for the position. Recall will be made by certified mail to the last address in the Employer's records. The recall notice must be answered within five (5) calendar days of its delivery for the notice to be effective.

### **Section 6**

The Employer shall maintain a current seniority list.

## **ARTICLE 27 ENTIRE AGREEMENT**

### **Section 1**

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

### **Section 2**

Negotiations may be reopened during the life of the contract only by mutual written agreement.

**ARTICLE 28**  
**DURATION, MODIFICATION AND TERMINATION**

The terms and conditions of this Agreement shall be effective as of the date of ratification by both parties. The Agreement shall continue in full force and effect until September 30, ~~2023~~ 2020. If either party desires to negotiate a successor Agreement, such party shall provide written notice of such desire not later than April 1, ~~2023~~ 2020.

