



Agreement between  
Reedy Creek  
Improvement District  
and the Reedy Creek  
Professional  
Firefighters'  
Association IAFF  
Local 2117  
"B Unit"

Effective March 1, 2015  
UNTIL February 28, 2018

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## **Article 1 – Preamble**

This AGREEMENT is entered into as of March 1, 2015, between the Reedy Creek Improvement District, hereinafter called “the District,” and the Reedy Creek Professional Firefighters’ Association, Local 2117, International Association of Firefighters, hereinafter called “the Union”.

## **Article 2 – Purpose**

It is the intent and purpose of the parties hereto to establish fair wages, working conditions and benefits and to put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between them, to the end that the District is assured complete and full fire protection at all times and that labor peace is maintained.

## **Article 3 – Supervisors’ Responsibilities/Conflicts of Interest**

It is agreed and understood that the individuals covered in the “B” Bargaining Unit must, at all-times while on duty, in uniform and/or while otherwise representing the District, act in the best interest of the District as determined by the Fire Chief.

The parties agree that the work performed by the employees in the “B” Unit is ‘supervisory’, and not ‘managerial’ within the meaning of the Public Employees Relations Act. Individuals in the “B” Bargaining Unit will be held accountable for the performance of their non-managerial supervisory duties and responsibilities including, but not limited to the following:

1. Supervising a Shift, Section, and/or a Fire/Rescue Station and directing related operation, including the supervision of all Shift, Section, or Station personnel and the oversight and maintenance of all apparatus and related equipment.
2. Supervising fire/EMS scenes and incidents, including the direction of personnel and equipment, as required.
3. Assigning work duties to all assigned subordinate personnel.
4. Reviewing and evaluating the performance of subordinate personnel.
5. Recommending and administering disciplinary action and conducting informal inquiries, as assigned and/or required.
6. Training and/or administering the training of assigned subordinate personnel, including precepting probationary firefighters and/or EMS personnel and administering their probationary testing.
7. Enforcing all District and Departmental rules, regulations, policies, procedures and guidelines, and making recommendations concerning revisions thereto.
8. Ensuring the safety of personnel in the Fire Stations, EMS Team Stations and other work sites through the proactive administration of the Department’s safety programs.
9. Timely and accurately completing all forms, reports, and other paperwork relating to Shift/Selection operations, fire and rescue incidents, daily activities and personnel matters.
10. Temporarily transferring/assigning subordinate employees to different assignments, as required.
11. Participating in the administration of Departmental overtime and release from duty policies.
12. Making recommendations for assigned Section and/or program budgets.
13. Administering and participating in public education programs.
14. Participating in committees, task forces, or other work groups, as assigned by the Fire Chief.

15. Working as part of, and supporting the positions of, the Fire Department and the District.
16. Performing such other duties and responsibilities as are required under Department rules, regulations, policies, and procedures, and/or as assigned by the appropriate management authority.

## Article 4 – Recognition

The District recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No.1608. Currently included in the supervisory “B” Bargaining Unit are all employees of the Reedy Creek Improvement District’s Fire Department in the classifications of:

Battalion Chief

Captain

Supervisor

Employees in these classifications shall be covered by the terms of this Agreement unless excluded by mutual agreement of the parties or excluded from the bargaining unit by PERC.

All other District/Department employees, as listed, are excluded from the supervisory bargaining unit and shall not be covered by the terms of this Agreement.

Chief

Deputy Chief

Assistant Chief

Assistant Manager

Commander

Clerical personnel

Lieutenant

Assistant Supervisor

Driver Operator

Inspector

Fire Protection Systems Technician

Firefighter/Paramedic/EMT

Paramedic/EMT

Communicator

## **Article 5 – Scope**

### **Section 1: Activity Covered**

This Agreement covers any form of fire protection, emergency medical service, and related fire/emergency medical services provided by the District within the District's boundaries.

### **Section 2: Municipality Fire Departments in District Not Covered**

This Agreement shall not include any future municipality, within the District boundaries, which provides its own fire/emergency medical service. In the event any future municipality does not have, nor has the District provide fire/emergency medical services, then such services shall be included within the scope of this Agreement.

### **Section 3: District may Provide Fire Protection for Municipalities within District**

Any form of fire protection, emergency medical service, or related fire services provided by the District for any present or future municipality within the District shall be included within the scope of this Agreement.

## **Article 6 – Management Rights**

### **Section 1: Definition**

Except as expressly and clearly limited by the terms of this Agreement, the District reserves and retains exclusively all of its normal and inherent rights with respect to the management of the District's Fire Department, including but not limited to:

- its right to select and direct the number of employees assigned to any particular classification of work; and
- to establish and change work schedules and assignments; and
- to lay off, terminate, or otherwise release employees from duty for lack of work or just cause; and
- to make and enforce work rules and rules for personal grooming and the maintenance of discipline; and
- to determine the number, location, or relocation of Fire Stations; and
- to institute technological changes; and
- otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of the District's Fire Department.

### ***Section 2: Work Activity – Personnel Assigned to 24-Hour Shift***

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the twenty-four (24) hour Shift.

### ***Section 3: Work Activity – Personnel Assigned to Alternative Shift(s)***

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the scheduled (8, 10, 12, 16 hour) Shift.

### ***Section 4: Work Schedules***

The District, as defined above, reserves the right to assign personnel to Shift (24 hrs.) and/or other alternative Shifts (8, 10, 12, 16 hrs.). When the reassignment of duties, 24-hour Shift to alternative Shift or vice versa occurs, the affected employee(s) will normally be given a sixty (60) calendar day notice of the reassignment.

All reassigned personnel must meet the operational needs, qualifications, certifications and experience of the assigned position, as determined by the Fire Chief. In the case of an emergency, as determined by the Fire Chief, personnel may be assigned as needed to insure operational efficiency.



## **Article 7 – No Strike No Lockout**

### ***Section 1: No Strike – No Lockout***

The Union recognizes that under the Constitution and laws of the State of Florida, it is precluded from invoking the right to strike. “Strike” means the concerted failure to report for duty, the concerted absence from one’s position, the concerted stoppage of work, the concerted submission of resignations, the concerted use of sick leave, picketing or demonstrations that block ingress or egress to the District’s facilities or interfere with the business operations of the District or its taxpayers, or the concerted abstinence (in whole or in part) from the full, faithful and proper performance of the duties of employment with the District. There shall be no lockout by the District.

### ***Section 2: Failure to Cross Picket Line – Violation of Agreement***

Failure of any employee covered by this Agreement to cross any picket line established at or near the District’s premises is a violation of this Agreement.

### ***Section 3: Union’s Responsibility to Prevent Work Stoppage, Picketing, Strike or Disruptive Activity***

The Union shall not sanction, aid or abet, encourage or condone a strike as defined in Section 1 of this Article and shall undertake all reasonable steps to prevent or terminate any strike. No employee shall participate or engage in a strike. Any employee who participates or engages in a strike shall be subject to disciplinary action, including discharge. The failure of the District to exercise this right in any instance shall not be deemed a waiver of this right in any other instances, nor shall the District’s right to discipline all employees for any other cause be in any way affected by this Section.

### ***Section 4: Enforcement of Article 7***

A breach of any provisions of this Article by either party will entitle the aggrieved party to injunctive relief, in a Circuit Court of the State of Florida, in addition to any other remedies under the law.

***Section 5: Recognition of the Right of Employees to Engage in Activity Protected by the First Amendment***

Hand billing is not prohibited by this Article. Nothing in the Agreement shall be deemed to prohibit the proper exercise of First Amendment rights by the Bargaining Unit Employees or to otherwise waive such rights.

## **Article 8 – Non-Discrimination**

### ***Section 1: Union Membership***

The Union and the District agree there shall be no discrimination against employees who engage in Union activity, affiliation or membership.

### ***Section 2: Non-Discrimination***

The District agrees to be fair and impartial in all its relations with employees and applicants without regard to race, religion, color, sex, sexual orientation, national origin, age, marital status, covered veteran status, mental or physical disability, pregnancy, or any other basis prohibited by state or federal law.

### ***Section 3: Language Disclaimer***

For the purposes of this Agreement, references to employees in the masculine gender shall be deemed to apply equally, and without distinction or discrimination, to the female gender. The terms “they”, “them” and “their” shall be deemed to apply equally to both male and female employees.

## **Article 9 – Union Business and Dues Deduction**

### ***Section 1: Union Business***

The District shall pay Union Officers and Union representatives only when they perform assigned fire, rescue, EMS and administrative duties and/or work directed by the District. To the extent that these employees wish to perform Union duties (such as negotiations, attending Union conventions, etc.) during their normal work schedules, they may utilize annual leave, Union Leave, or Shift exchange; provided, however, that they comply with the rules applicable to annual leave, Union Leave or Shift exchanges.

The Union agrees to indemnify and hold harmless the District, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this Article, and agrees to defend (at its sole expense) any such claims against the District or its agents, employees or officials. The term “officials” as used herein includes elected and appointed officials.

Management maintains the authority, in its sole discretion, to authorize leave with pay for union activities when it is in the best interest of the Department and/or the District.

### ***Section 2: Union Leave***

- A. The Union will maintain a Union Leave Account for the purpose of enabling Union Officers, Executive Board Members, or their designees, to attend Union activities and/or events without loss of pay or benefits, provided there is an adequate balance in the Union Leave Account.

Authorized use of Union Leave for “B” Unit members shall be approved as listed below and the deduction from the Union Leave Account shall be on an hour-for-hour basis.

Notifications for Union Leave shall be in writing and shall be submitted to the Fire Chief, or his/her designee, at least twelve (12) hours prior to the commencement of Union Leave. When it is not feasible to submit a written notification providing twelve (12) hours’ notice, a verbal notification may be made stating the reason for the short notice, and this verbal notification shall be later confirmed in writing.

- B. On the last full pay period in December of each year, the Employer shall deduct from the Union member's personal holiday bank as follows: Four (4) hours from forty (40) hour employees and (12) twelve hours from (48) forty eight hour employees which is then added to the existing balance of Union Leave Account.
- C. A new employee who joins the Union in the employee's first year of employment is exempt from the requirements of this Article. After the Union member's first anniversary date of employment, the Union member shall be subject to this Article. In January of each year, the District will provide the Union with a list of Union members who donated time to the Union Leave Account.

### ***Section 3: Dues Deduction***

Withholding of Wages – The employer agrees to withhold from the wages on each payroll week, uniform weekly membership dues, initiation fees and one (1) Union check-off for each employee who signs and submits an authorization card, the acceptable form of which is shown on attached Addendum "A". The District shall forward such dues in the amount certified to be current by the Secretary-Treasurer of the Union, on or before the third week following the last week in the month in which the dues are deducted. The Union agrees to indemnify and save the District harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the certified Financial Secretary or other properly designated official of the Union. The acceptable form to be used for withdrawal from check-off is shown as Addendum "B."

No deduction shall be made from the pay of any Bargaining Unit member for any payroll period in which his/her net earnings for that period, after other deductions, are less than the amount of dues to be checked off. Upon returning to a full pay status, after dues deductions have been stopped, such dues will re-start automatically and without further authorization from the member.

The Union agrees to indemnify and hold harmless the District, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this Article, and agrees to defend at its sole expense any such claims against the District or its agents, employees or officials. The term "officials", as used herein, includes elected or appointed officials.

## **Article 10 – Hours of Work, Block Pay and Overtime**

### ***Section 1: Workweek – Payroll Week***

Both the workweek and payroll week are periods of seven (7) days, starting at 0700 hours on each Sunday and ending at 0659:59 hours on the same day in the following week.

### ***Section 2: Payroll Day***

A payroll day is a period of twenty-four (24) hours starting at 0700 hours and ending at 0659:59 hours the following day.

### ***Section 3: Work Period***

#### **A. TWENTY-FOUR (24) HOUR SHIFT | FORTY-EIGHT WORK WEEK PERSONNEL**

1. Employees shall be scheduled to work one (1) Shift of twenty-four (24) hours starting at 0700 hours, followed by forty-eight (48) hours off-duty.
2. The work week shall average forty-eight (48) hours per week on an annual basis. This work week shall consist of the employee working six (6) Shifts out of seven (7) with the shift off scheduled by the District within a regular rotation.

#### **B. 40-HOUR PERSONNEL**

Forty (40)-hour per week employees will normally be scheduled to work a minimum of eight (8) consecutive hours per day for five (5) consecutive days, or ten (10) consecutive hours per day for four (4) consecutive days, and can be scheduled in other increments as agreed upon by the employee and the supervisor. The combination of these shifts will equal forty (40) hours.

Employees will be scheduled consecutive days off unless otherwise requested by the employee.

### ***Section 4: Block Pay and Overtime***

Employees covered by this Agreement and classified as a Battalion Chief or Captain (48-hour or 40-hour) may be required to work additional hours beyond their work period as deemed necessary by management. Employees who are required to work additional hours shall be compensated in Block Pay amounts and in accordance with the following:

<u>Additional Hours Worked</u>	<u>Compensation</u>
15 Minutes – 59 Minutes	\$ 40.00
1 – 5:59 hours	\$ 210.00
6 – 11:59 hours	\$ 500.00
12 – 17:59 hours	\$ 675.00
18 – 24 hours	\$ 1000.00

It is agreed that the Union will continue responsibility for the distribution and assignment of overtime in accordance with qualifications required by the District. A Union official will be provided access to a telephone to obtain the needed overtime commitment.

The District reserves the right to offer overtime schedules in increments of less than twenty-four (24) hours. Such administration will include the District's ability to require and enforce overtime schedules in the following manner:

Using the current overtime system, should a refusal of overtime be made by the employee who appears first in the roster, and upon contact by the District, no other employee in progression accepts said overtime, the employee initially contacted will be required to work the overtime.

***Section 5: Payday***

Employees shall be paid weekly by direct deposit. Earning Statements will be posted and available for review on Thursday after 0700 hours following the end of each payroll week through the District's Employee Self Service System. The Employee Self Service System must have remote access and will be available at work and at home barring unforeseeable circumstances, system down due to a storm, or otherwise.

***Section 6: Meal Periods – 24 Hour Employees***

A. 24-Hour employees will be allotted two (2) meal periods during the course of their Shift. These meal periods will be at the discretion of the employee based on work and/or alarm activity.

B. Eating Facilities

The District will provide clean and sanitary eating facilities, including cooking area and utensils. Employees will be allowed to eat meals in facilities other than

the Fire Station when circumstances dictate it to be convenient while out of the Fire Station.

#### C. Meal Periods Not Free Time

Meal periods shall not be construed as free time and all employees shall remain ready and available for emergency responses during these periods. Public tours will normally not be conducted in the eating areas of the Stations during prescribed meal periods.

### ***Section 7: Meal Periods – 40-Hour Employees***

40-Hour personnel will be allowed a meal period as near as practical to the middle of their Shift. Non-exempt 40-Hour employees shall be paid for any time worked during their meal period.

### ***Section 8: Reduced Activity Periods***

The use of beds will be permitted after 1700 hours. The period that 48-Hour personnel may sleep will be from 1700 until 0700 hours.

### ***Section 9: Training***

- A. Temperature Extremes: Training exercises (other than classroom) shall not be conducted when the ambient temperature, at the training site, is above 95°F off-Shift, 90°F on Shift or below 45°F (except for monorail drill which will allow 35°F), or during hazardous weather conditions.
- B. Training shall not normally be scheduled after 2100 hours. If on-duty personnel are involved in night-time training, down time may be arranged by the on-duty Shift Commander.
- C. Reasonable training breaks will be provided.
- D. The District will provide the required number of hours to maintain all certifications required for positions covered by this Collective Bargaining Agreement.



## **Article 11 – Working Out-of-Classification**

### ***Section 1: Working in Higher Classifications***

Supervisory employees, as recognized in Article 4, may be assigned to work in a higher classification based upon operational need and qualifications of the employee, as determined by the appropriate Deputy Chief or the Fire Chief. Employees who are assigned to work in a higher classification will be paid:

Battalion Chiefs (48-hour) working out-of-classification shall be paid \$100.00 for any out-of-class assignment in a 24-hour period beginning each day at 0700 hours.

Captains, and Supervisors (40-hour) working out-of-classification shall be paid \$50.00 per shift for any out-of-classification assignment.

### ***Section 2: Working in Other Classifications***

It is recognized that a supervisor, as recognized by Article 4, has duties that are largely of a supervisory nature. Accordingly, supervisors shall not normally perform manual labor, such as that performed by the employees as herein defined, except:

1. For emergency purposes (Ex: natural disasters, mass casualty incidents, declared state of emergency, situations that require immediate action in call to service); and
2. To protect District property and/to insure the safety of employees and the public.

## **Article 12 – Shift Exchange**

### **Section 1: 24-Hour Battalion Chiefs**

- A. Shift Exchange is done voluntarily by the employees and not at the behest of the District. The reason for trading time is not due to the needs of the District's business operations. The District shall maintain records of all Shift Exchanges.
- B. Responsibility and liability for Shift Exchanges, paybacks and initiations shall be solely that of the employees involved in the actual Shift Exchange.
- C. When the employee agreeing to work for another employee is unable to report for duty due to illness, it is the employee's responsibility to notify the normally-scheduled employee's superior of the illness. Further, the employee and the superior shall attempt to locate the employee normally-scheduled to work and notify him/her of the situation. In the event the employee normally-scheduled to work cannot be located, the employee agreeing to work shall attempt to locate another employee to fulfill the Shift Exchange obligation. If the employee agreeing to work has made every effort to locate another employee to fulfill the Shift Exchange obligation, but is unsuccessful or fails to report for the agreed upon Shift Exchange, then the employee who was normally scheduled to work shall have his/her pay reduced for the amount of monies that was lost as a result of the absence during the pay cycle that the Exchange was scheduled or occurred.
- D. In the event the employee agreeing to work for another employee becomes ill during a Shift Exchange, then the employee will be relieved from duty and the employee who was normally scheduled to work shall have his/her pay reduced for the amount of monies that was lost as a result of the absence during the pay cycle that the Exchange was scheduled or occurred.
- E. Absence or tardiness on any Shift Exchange will be documented and the employee agreeing to the Shift Exchange may be subject to disciplinary action for any violation according to rules and regulations of the Department.
- F. Requests for all Shift Exchanges shall be made electronically by submitting a completed notice for Shift Exchange form to the initiating employee's Commander for approval. Shift Exchange shall not be denied except for extraordinary cause. The Notice shall be submitted no later than twelve (12) hours prior to the intended Shift Exchange. Once approved, the Shift Exchange request will be recorded in a Shift Exchange log. A copy of the approved notice of Shift Exchange will be kept by the employees exchanging shifts.

- G. Shift Exchanges may be approved by a Commander on an individual basis without the time limitation being applicable.
- H. There shall be no limit to Shift Exchanges.
- I. Shift Exchanges shall be between two (2) individuals, per exchange, except for extenuating circumstances where two (2) individuals may exchange for one (1) at the discretion of the Commander.
- J. In the event of training activities that are unique, special, infrequent, or the last opportunity, Shift Exchanges may be denied, provided the Fire Chief and the Union President mutually agree in advance that said training meets the above conditions. Such agreement shall not be unreasonably withheld. All reasonable requests for alternative arrangements to attend such training shall be considered. Any dispute regarding the nature of the training shall be resolved by the District's Labor Relations Officer.

## Article 13 – Job Classifications and Salary Ranges

### Section 1: Salary Ranges

The salary ranges for the job classifications of Battalion Chief and Captain during the term of this Agreement are as follows:

	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Captain	\$ 56,850	\$76,343	\$ 95,835
40-Hour (all 40-hour “B” Unit Supervisory Staff)			

Battalion Chief	\$ 64,500	\$ 83,448	\$ 102,395
48-Hour (all 24 hour Shift/48 hour Work Week “B” Unit Supervisory Staff)			

All employees covered by this Agreement are eligible for a pay increase of 3% in the first pay period of March each year during the term of the Agreement. Pay increases shall not increase an employee’s pay beyond the maximum amount of the salary range. The parties acknowledge pay increases for 2015 will be distributed and received.

Employees who are reassigned to/from 40-hour Battalion Chief and 48-hour Battalion Chief will maintain the same annual base salary.

### Section 2: Salary Ranges for New Classifications

If the District hereafter establishes any new or substantially changed job classifications or work operation, it will give as much notice thereof to the Union as is possible, and will discuss same if requested. The new job classification and salary range for any new job classification will be established by the District. If the Union does not agree with the salary range for the job classification, the Union shall submit a written grievance at the third (3<sup>rd</sup>) step of the Grievance Procedure within five (5) calendar days as defined in Article 17, Section 3C, after implementation of the new salary range. In the event a higher salary range is agreed upon through the Grievance Procedure or imposed through arbitration, it shall be effective retroactively as of the date the job classification was created.

### Section 3: Wage Rates – New Employees

In determining the salary range for new employees, the District reserves the right to apply range penetration anywhere within the salary range.

The parties agree that the District retains the sole discretion to administer the system in evaluating prior work experience and its appropriateness for salary range penetration credit. The parties also agree that voluntary service shall not be considered for salary range penetration credit.

## **Article 14 – Seniority and Layoffs**

### ***Section 1: Definition of Seniority***

Seniority is defined as the period of continuous service with the District's Fire Department since the last day of hire.

### ***Section 2: Principles of Seniority***

Seniority shall be recognized as beginning on the date of hire into, or promotion to, a classification covered by this Agreement. Seniority will cease in that classification on the date of promotion or demotion to a new classification, and shall be kept in each member's District personnel record.

The principles of seniority shall be observed in layoffs and recalls and as otherwise provided for in this Agreement. The Fire Chief may take seniority into consideration for the purposes of Shift, Station or duty assignments.

### ***Section 3: Dispute on Seniority Subject to Grievance Procedure***

Any dispute between the Union and Management on the application of the seniority principles shall be subject to the Grievance Procedure.

### ***Section 4: Termination of Seniority***

Seniority and the employment relationship shall terminate when an employee:

- A. Resigns.
- B. Is discharged for just cause.
- C. Is absent for two (2) consecutive unexcused work Shifts.
- D. Is laid off for a continuous period of thirty-six (36) months or more.
- E. Fails to report at the end of a leave of absence.

### ***Section 5: Layoff According to Seniority***

Whenever it becomes necessary to reduce the work force, the employee(s) will be reduced in rank by classification in accordance with their seniority. When a reduction in force is required of a classification covered by this Agreement, the employee with the least seniority in the affected classification will be reduced to the previously held classification. Layoffs will be by classification in accordance with Fire Department seniority.

**Section 6: Notice of Layoff**

Six (6) weeks' advance notice of layoff will be given to an employee, but in no event less than two (2) weeks' notice, except due to conditions beyond the control of the District such as fire, flood, hurricane or other acts of God, civil disturbances and threats of harm.

**Section 7: Laid-Off Employees Retain Seniority for Thirty-six (36) Months**

Employees on layoff for thirty-six (36) months or less and who are recalled will maintain their seniority dates and continuous service dates for purposes of District benefits.

**Section 8: Recalls in Accordance with Seniority**

Employees who have been laid off as a result of the curtailment of operations shall be recalled by classification in accordance with their seniority. Recalls in accordance with seniority shall occur prior to the District filling any bargaining unit vacancies from within or attempting to hire any vacated bargaining unit positions through public notice.

**Section 9: Recall Procedure**

A laid-off employee shall be notified of the employee's recall by telephone and certified mail at least twenty-one (21) business days prior to the date the employee is required to report. A copy of any such written notice shall be mailed to the Union.

**Section 10: Correct Address and Telephone Number**

Failure of an employee to notify the Human Resources (HR) Department, Fire Department Administration, and the Union of an address and telephone number change will relieve the District and the Union of its responsibility of notification to the employee under any Article of this Agreement.

**Section 11: Failure to Report from Layoff**

An employee who fails to report for work as scheduled on recall from a layoff shall be considered to have voluntarily terminated employment, unless such an employee has notified the District of personal illness or a death in the immediate family prior to the date the employee was scheduled to report to work.

***Section 12: Promotion to Non-Bargaining Unit Position***

Any employee promoted to a non-bargaining unit position in the Fire Department shall retain accumulated seniority for a period not to exceed one (1) year from the date of accepting such position.



## **Article 15 – Discipline, Standards of Conduct and Discharge**

### ***Section 1: Standards of Conduct***

High Standards of Conduct are necessary to preserve the District's public image and to ensure a safe and effective working atmosphere.

### ***Section 2: Discipline for Sufficient Reason***

- A. The District has a right to issue reprimands, suspend, discharge, or otherwise discipline any employee for just cause, and this right is reserved exclusively to management. All officers and District officials have the duty to administer timely correction to ensure efficiency, good order and morale. Properly administered discipline is designed to prevent the need for later and more severe corrective action. The District will make its determination based upon the facts, circumstances and severity of the case giving due consideration to the employee's prior work record and longevity. Any employee who feels that his/her discipline is unwarranted shall have recourse to the Grievance and Arbitration Procedures provided in this Agreement.
- B. Employees will be advised they have the right to the presence and advice of a Union representative before any disciplinary action, or questioning for the purpose of such action, is taken. The District will make reasonable efforts to accommodate requests for specific Union representation when said representative is readily available on Shift.
- C. Employees, upon request, may review their personnel file with supervision. Such requests will be honored as soon as is reasonably practical.

### ***Section 3: Disciplinary Procedures***

- A. For the purpose of this Section, coaching/counseling is not considered disciplinary action and is intended to identify and correct deficiencies and to avoid the need for future disciplinary action.
- B. Oral and written reprimands will be considered for a period of one (1) year. Suspensions shall be considered active for a period of two (2) years.
- C. Bargaining Unit employees will not be required to conduct investigations of other Bargaining Unit employees. The only exception to this would be in the case of the Safety Committee investigating job-related accidents or illnesses.
- D. **VERBAL REPRIMANDS** –verbal reprimands may be given for less serious violations and will specifically state the nature of the violation. It shall also be signed by the employee, not in admission of the offense, but in

acknowledgement that a copy of the reprimand has been delivered to the employee.

- E. **WRITTEN REPRIMANDS** - Written reprimands may be given after a verbal reprimand for the same offense or where the offense is of a more serious nature but not serious enough to warrant suspension or discharge. When the District reduces a reprimand to writing, it will specifically state the nature of the violation and shall be signed by a superior Officer, who will present and discuss the reprimand with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been delivered to the employee.
- F. **SUSPENSIONS** – Disciplinary suspensions may be given after a written reprimand for the same offense or where the offense is of a more serious nature but not serious enough to warrant discharge. When the District issues a disciplinary suspension, it shall be reduced to writing in the form of a written record and will specifically state the nature of the violation. It shall be signed by a superior Officer, who will present and discuss the suspension with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the written record has been delivered to the employee.
- G. **DISCHARGE** – Any employee may be discharged for just cause, which may include, but is not limited to the following:
  - 1. Insulting, arguing, being discourteous, or using profane language in the presence of the public.
  - 2. Fighting, regardless of who provokes it, may result in automatic termination of both parties involved.
  - 3. Assault and/or battery.
  - 4. Falsification of records, such as medical forms, time cards, employment applications, departmental records, etc.
  - 5. Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs or hallucinatory agents during working hour or reporting to work under such condition; possession or sale of narcotics, illegal drugs or hallucinatory agents on or off duty; or attempt to sell, procure, or abuse illegal, controlled substances or alcoholic beverages while on duty or while operating or riding in or on the District's equipment.
  - 6. Conviction of or plea of guilty, to any morals charge or of a felony.
  - 7. Violation of operating rules and procedures which may result in damage to District property or in bodily injury.
  - 8. Gambling.
  - 9. Sleeping during active work hours without permission.
  - 10. Insubordination.

11. Unexcused or unreported absence of two (2) Shifts.
12. Leaving work assignment without approval of a superior Officer.

## **Article 16 – Investigations**

### ***Section 1: Definitions***

- A. “Informal inquiry” means a meeting by supervisory or management personnel with an employee about whom an allegation of misconduct has come to the attention of such supervisory or management personnel. The purpose of such meeting is to mediate a complaint or to discuss the facts to determine whether a formal investigation should be commenced.
- B. “Interrogation” means the questioning of an employee by the employer in connection with a formal investigation or an administrative proceeding, excluding Civil Service or arbitration. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.
- C. The District will make every effort to ensure that investigations are initiated within thirty (30) days of becoming aware of the alleged occurrence. All investigations shall be completed, discipline, if any, meted out within ninety (90) days.

### ***Section 2: Informal Inquiries***

The employer will be permitted to conduct “informal inquiries,” and thereby avoid the requirement of a “formal investigation,” but only under the following circumstances:

- A. An “informal inquiry” normally relates to matter of a routine and non-criminal nature.
- B. It shall normally be conducted by the employee’s immediate supervisor or other Fire Department management, in a one-on-one setting during the employee’s regularly scheduled working time and at the regularly assigned duty Station.
- C. It shall be conducted without a verbatim (taped or otherwise) record made of the inquiry, except by mutual consent.
- D. If a law enforcement agency has initiated any of the charges, the employee shall be so advised.
- E. During the inquiry or an investigation which the employer deems an informal inquiry, the employee has the right (at any time) to have the inquiry halted and treated as a formal investigation.

### **Section 3: Interrogations – Formal**

When an internal administrative investigation is initiated by the Fire Department against an employee and where a statement is required from the accused employee, the interrogation shall be conducted under the following conditions:

- A. The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the accused is off duty at the time of the interrogation, the time spent by the accused in the interrogation shall be considered time worked and appropriately compensated. If it occurs while on-duty, a Commanding Officer or a supervisor of the accused shall be notified of the interrogation.
- B. If the interrogation is conducted by or for the Department, it shall take place in a Fire Department building, whenever possible.
- C. The accused shall be informed of his/her right to Union representation as well as the rank, name, and command of the Officer in charge of the investigation, the interrogating party and all persons present during the interrogation. All questions directed at the accused shall be asked by one interrogator at any one time.
- D. Prior to an interrogation beginning, the accused shall be informed, in writing, of the nature of the investigation. This shall include the regulation(s) allegedly violated, the date and time of the violation (if applicable), and a general description of the circumstances of the alleged misconduct. The accused shall be informed beforehand of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused. All witness statements, supporting documentation and/or evidence used in the investigation shall be provided to the accused prior to the start, but not less than one (1) hour, of the accused employee's interrogation.
- E. Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward, threat, or action shall be made as an inducement to answering any question.
- G. No mechanical device, including, but not limited to polygraph, psychological stress evaluator, et al, shall be forced onto an accused, nor shall disciplinary action be taken against an accused who refuses to submit to such testing.

- H. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the employee under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
- I. Nothing contained in this Article shall constitute a waiver of employee rights granted under Florida Statute 112.8.2.

## **Article 17 – Grievance and Arbitration Procedure**

### **Section 1: Definitions**

- A. GRIEVANCE - A grievance, within the meaning of this procedure, is defined as a dispute or difference of opinion between the parties concerning the meaning, interpretation, application or alleged violation by the District of this Agreement.
- B. TIME LIMITS - The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days specified in each section, subsection, and sentence of this Article shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement as evidenced by a waiver, in writing, signed by the District Labor Relations Officer or designee and a Union official; otherwise, the grievance shall be regarded as withdrawn and considered as settled on the basis of the District's answer, in writing, at the last step of the grievance procedure by the Union.

### **Section 2: Grievance and Arbitration Procedure**

- A. STEP ONE (1) – An employee, believing that s/he has suffered a grievance shall discuss the matter with the Commander, Assistant Chief or Deputy Chief, whomever initiated and authorized the basis for the grievance, within twenty (20) business days (as defined in Article 17, section 3C) of the grievant's knowledge of the incident or from when the grievant should have reasonably known of the incident. The employee may choose whether to discuss the matter with or without the assistance of his/her Union representative. In the event that an initial resolution is reached without Union representation, the Union shall be informed of the issue and resolution. Any resolution made at Step One of the grievance procedure shall be made without precedent or prejudice to either party and shall not be utilized in any fashion as interpretation of the Collective Bargaining Agreement. Should the Union believe that the resolution does not conform to this Agreement; the Union may file a written grievance at the appropriate step.
- B. STEP TWO (2) – If the grievance has not been satisfactorily resolved at Step One, the aggrieved employee or the Union may, within five (5) business days following the answer at Step One, present a written grievance to the Fire Chief.

In the event of a grievance filed at Step Two by an employee without Union involvement, the Fire Chief shall forward the grievance to the Union office. The Union may, within five (5) business days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Fire Chief.

The Fire Chief, or his/her designee, shall obtain the facts concerning the alleged grievance and shall, within five (5) business days of receipt of the grievance from Step One or within five (5) business days of the receipt of the amended grievance, conduct a meeting with the aggrieved employee and the Union representative.

The Fire Chief, or his/her designee, will notify the employee and the Union of this decision, in writing, within five (5) business days after the grievance was received and/or following the meeting date, whichever date is later.

- C. STEP THREE (3) - If the grievance is not satisfactorily resolved at Step Two, the aggrieved employee or the Union may, within five (5) business days following the answer at Step Two, present the written grievance to the Labor Relations Officer.

In the event of a grievance filed at Step Three by an individual employee without Union involvement, the Labor Relations Officer shall forward the grievance to the Union office. The Union may, within five (5) business days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Labor Relations Officer. The Labor Relations Officer, or his/her designee, shall obtain the facts concerning the alleged grievance and shall, within ten (10) business days of receipt of the grievance from Step Two or within five (5) business days of receipt of an amended grievance, conduct a meeting with the aggrieved employee and the Union Representative. The Labor Relations Officer will notify the employee and the Union of this decision in writing within ten (10) business days after the grievance was received and/or following the meeting date, whichever date is later.

- D. STEP FOUR (4) - The Union, or the grievant if not represented by the Union, may within twenty (20) business days after receipt of the decision from Step Three, give to the District a written notice of its desire to submit the matter to arbitration.
1. The arbitrator shall be selected from a panel of arbitrators furnished by the Federal Mediation and Conciliation Service or the American Arbitration Association. The Rules of the Federal Mediation and Conciliation Service shall govern the selection of an arbitrator and the conduct of the arbitration hearing. However, upon mutual agreement, the parties may utilize the Expedited Labor Arbitration Rules of the American Arbitration Association.
  2. Within ten (10) business days from the receipt of the notice to arbitrate provided by the Union to the District, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service or the American Arbitration Association, requesting a list of arbitrators. Either party may, in its sole discretion, reject the initial list provided to the parties and request a second



- list. Within ten (10) business days after receipt of the list of arbitrators, the parties shall strike names. The Union and the District will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The District and the Union will alternate in the right to first strike names in successive arbitrations.
3. As promptly as possible after the arbitrator has been selected, s/he shall conduct a hearing between the parties to consider the subject matter of the dispute. The decision of the arbitrator will be served upon the aggrieved employee, the Union and the District, in writing. It will be the obligation of the arbitrator to the District and the Union to make every effort to rule on the case(s) heard by him/her within thirty (30) calendar days of the hearing.
  4. The power and authority of the arbitrator shall be limited to the application and interpretation of the terms of the Agreement as herein set forth. The arbitrator shall not have the power or authority to add to, subtract from or modify any of the terms or conditions or to limit or impair any right that is reserved to the District, the Union, or the employee(s), or to establish or change any rate of pay which has been set by this Agreement.
  5. The decision of the arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved.
  6. Each party shall make arrangements for the witnesses called by its side for the arbitration. The District will cooperate reasonably in releasing employees to testify; however, the parties recognize that employees may also have to utilize Shift Exchange for availability to testify.
  7. The expense of the arbitration shall be borne equally by the parties. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. Where the Union is not a party and does not represent the aggrieved employee in an arbitration proceeding, the employee will bear one half of the cost of the compensation and expenses of the arbitrator. In these instances, the District may require the grievant to make an appropriate deposit by cash, money order, or certified check to be held by the District in escrow toward payment of the arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing. This deposit must be made at least ten (10) days prior to the date of the scheduled arbitration hearing.

### ***Section 3: Rules of Grievance Processing***

- A. Each successive step in this procedure must be followed in order. In the case of suspension or discharge or a grievance involving District policy, the

- grievance shall be filed at Step Two. In the case of discharge the grievance shall be initially filed at Step Three.
- B. Each party shall make arrangements for the witnesses called by its side at each step in the procedure. The District will release on-duty employees with no loss of pay for attendance at Step Two and Three grievance meetings, provided that said requests are reasonable.
  - C. All days listed in this Grievance Procedure are business days, defined as Monday thru Friday, with District designated holidays and weekends excluded.

Copies of the grievance responses at each step will be forwarded to the District's Human Resources (HR) Department and the Union office by the responding party.

## **Article 18 - Uniforms, Equipment and Personal Appearance**

### ***Section 1: Work Uniforms, Protective Clothing and Equipment***

The District will furnish, at its expense, the following work uniforms, protective clothing and equipment. When the employee requests and it is determined by the District to be necessary, the District will replace uniforms, clothing and equipment that have become unserviceable or obsolete. Such replacement shall be made within a reasonable period of time. Unserviceable clothing and equipment will be turned into the District and will not be reissued. Employees assigned to one classification but working in another will not be issued duplicate equipment.

#### **A. EMPLOYEE UNIFORM AND APPAREL ISSUANCE**

3 Polo Shirts

7 short sleeve shirts

2 long sleeve shirts

7 pairs of work trousers

1 Officer's Pullover Sweater

2 Sweatshirts

Tie/Bow Tie

1 Set of raingear

1 Windbreaker Jacket

1 Winter Jacket

1 baseball cap\*

3 pair of gym shorts\*

1 pair work shoes\*\*

1 black leather belt\*\*

EMT, Paramedic, or SOAR shoulder patches, as applicable

1 identification card

\*(Issued once per fiscal year)

\*\* (Issued as needed - as determined by the District)

## B. FIREFIGHTER PROTECTIVE SAFETY EQUIPMENT ISSUANCE AND GEAR

Personnel required to have and maintain, as a condition of employment, Florida Firefighter Minimum Standard, as defined in F.S. 633, shall be issued the following safety equipment and safety gear:

- 1 protective "bunker" coat
- 1 pair work gloves
- 1 pair of knee boots
- 1 protective helmet with face shield
- 1 fit tested SCBA face piece and storage bag
- 1 pair "bunker" pants
- 1 pair of suspenders
- 1 Nomex hood
- 1 pair of extrication gloves
- Wildland firefighter gear

## C. PROTECTIVE EQUIPMENT

The District will assure that sufficient numbers of safety glasses, pocket resuscitators, TB facemasks and ear protectors are on all response vehicles.

### ***Section 2: Laundry and Cleaning of Clothing provided by the District***

The cleaning or laundering of the work uniforms furnished under this Article shall be provided by the District.

### ***Section 3: Penalty for Lost Clothing or Misuse of Clothing***

Each employee will be required to sign an authorization allowing the District to deduct from wages the amount of money necessary to replace (except for normal use), the employee's District-furnished clothing, safety devices and/or equipment in the event the clothing, safety devices and/or equipment is not returned when required, or is defaced or is willfully damaged. An employee who willfully

defaces, destroys or misuses District-furnished clothing, safety devices and/or equipment is subject to disciplinary action, including dismissal. The employee will not be held responsible for clothing lost while being laundered by the District; nor will the employee be held responsible for the protective clothing or equipment stolen from areas over which the employee has no control.

***Section 4: Personal Appearance Rules Set Forth in Writing***

It is recognized that the District may make and enforce rules relating to personal appearance. Such rules may be in writing.

***Section 5: Furnished Clothing, Safety Devices and/or Equipment Not To Be Worn Off-Duty***

District-furnished protective clothing, safety devices and/or equipment shall remain on the premises at all times except with the permission of the employee's Commander or during travel to and from work.

***Section 6: Payment for Lost or Damaged Personal Property***

The District agrees to reimburse the full cost for prescription eye glasses not to exceed Two hundred Dollars (\$200), and up to Fifty Dollars (\$50) for wrist watches, damaged or lost in the line of duty. The Employee must provide adequate proof of such damage or loss, the circumstances of the event, and proof of the original purchase price to the Deputy Chief.

## **Article 19 - Safety and Health**

### ***Section 1: District Responsibility***

The District will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The District agrees that it will furnish and maintain sanitary toilet facilities, washrooms, lockers and changing and sleeping quarters for all employees working twenty-four (24) hour shifts covered by this Agreement.

The District shall be in compliance with State and Federal guidelines concerning blood-borne pathogens. It is the responsibility of the District to provide and maintain safe working conditions, tools, equipment, and work methods for its personnel. No members of the Union shall be disciplined in any manner for initiating a complaint and/or grievance regarding safety and/or environmental conditions of their assigned station.

### ***Section 2: Employee Responsibility***

All employees shall obey the District's safety and health rules.

### ***Section 3: Health, Fitness and Wellness***

A Wellness Program shall be established and is optional for all employees of the Fire Department but it is highly encouraged that all employees participate in the Wellness Program.

### ***Section 4: Medical Surveillance Examinations***

A. Each FRS Special Risk Employee covered by this Agreement will be required to undergo an annual medical surveillance physical examination, as per the 2007 edition of the NFPA 1582 standard conducted by a licensed physician designated and paid for by the District and scheduled on-duty time. EMS Team Captains, as indicated above, will undergo an annual medical surveillance physical examination utilizing the 2007 edition of NFPA 1582 as the model physical examination for EMS personnel. However, EMS personnel will not be subject to the standard as related to firefighters and/or firefighting essential task as referenced in the standard.

The annual medical surveillance examination shall also include:

1. Chest X-ray (every five (5) years until the age of 40, every two (2) years at the age of 40 through the age of 50 and every year over the age of 50

unless required more frequently by the District's Medical Services provider or as per the 2007 edition of the NFPA 1582 standard or based upon objective medical evidence or upon request of the employee).

2. Stress EKGs with or without echocardiography or radionuclide scanning may be performed as a part of the yearly physical at the District's expense and where it is determined appropriate as determined by the District's Medical Services provider or as provided by the 2007 edition of the NFPA 1582 standard. The District's Medical Services provider will utilize a treadmill test utilizing the Bruce Protocols which will allow the employee to reach eighty-five percent (85%) of the employee's target heart rate of the employee's predicted maximal heart rate, reaching at least ten (10) twelve (12) metabolic equivalents (METs), 10 minutes for women and 9 minutes for men. Stress EKG will be provided every two years to Employee's age forty (40) and over. If requested by the examining physician or the District's Medical Service's provider, a Stress EKG will be performed regardless of the employee's age.

B. In addition to the above, employees on the SOAR Team will undergo the following procedures except as otherwise noted:

1. Blood Tests to include: Glucose, BUN (Urea Nitrogen), Creatine , BUN Creatine Ratio, Uric Acid, Calcium, Phosphorus, Cholesterol, Triglycerides, Total Bilirubin, LDH, Alkaline Phosphates, SGOT, SGPT, Protein, Albumin, Globulin, A/G Ratio, Sodium, Potassium, Chloride, C02, Anion Gap, \*All Metals, \*Cholinesterase, \*Hydrocarbons.

These items designated by an asterisk (\*) are only required to be tested every two (2) years and will be included in last test prior to leaving the S.O.A.R. Team whether by request, status change, or retirement.

2. Stress EKG will be provided every two (2) years to personnel over the age of forty (40). NOTE: If requested by the examining physician or the District's Medical Services provider, a Stress EKG will be performed regardless of the employee's age.

The primary purpose of this program is to identify and inform personnel of possible occupational health risks. Employees will normally be notified within thirty (30) days of any abnormal finding requiring medical follow-up. All follow-up medical appointments will normally be made during on-duty time if possible.

Upon request, personnel may obtain a copy of their medical records from the medical facility.

Upon any exposure (as defined by O.S.H.A. and/or current NFPA standard or guideline) a medical evaluation will be provided, including follow up and treatment. If the District's Medical Services provider determines that an employee is unable to successfully complete and/or pass the aerobic capacity test (as referenced in A-2 and B-2 above), the District will make every effort to provide a limited duty position or another open position for which the employee may be qualified to the employee for a period of not less than six (6) weeks following the unsuccessful aerobic capacity test. The District is not required to create a limited duty position, nor is the employee permitted to reject an offer of a limited duty or alternate duty position for which he or she is qualified. If the District is able to provide the employee with such a position, the District will allow the employee two (2) hours of time each workday he or she is in the limited duty or alternate duty position to exercise consistent with an established exercise and fitness regimen.

The employee will be required to re-take the aerobic capacity test six (6) weeks following the unsuccessful aerobic capacity test. If the employee successfully completes the aerobic capacity test, the employee will be returned to the employee's regular job duties. If the employee does not successfully complete the aerobic capacity test, the employee will be granted a medical leave of absence beginning the business day following the unsuccessful aerobic capacity test, not to exceed a period of one (1) year, in accordance with Article 20, Sections 5 and 6.

The employee will be permitted to re-take the aerobic capacity test no earlier than twelve (12) weeks following the unsuccessful re-test.

### ***Section 5: Safety Committee***

The purpose of the Safety Committee shall be to review and analyze work-related safety concerns, accidents, deaths, injuries and illnesses. The Committee may submit recommendations to the Fire Chief, Emergency Services pertaining to equipment, unsafe or hazardous working conditions. The Fire Chief may act upon the Committee's recommendations or may review, consider, investigate or implement changes to policies and/or procedures as appropriate.

Representatives of the District and Union will cooperate in the enforcement of all rules and practices to further safe and sanitary working conditions. Three (3) representatives from the District and three (3) from the Union shall form a Safety Committee to further this purpose. Such Committee shall meet on a quarterly basis provided agenda items are available to discuss. Agenda items may include such issues as specifications for protective clothing, equipment and apparatus;



review of work related accidents; alleged hazardous conditions. Any two (2) members of the Committee may request a meeting with fourteen (14) calendar days' notice. The request must be submitted in writing to the Fire Chief setting forth the need for the meeting and items to be discussed.

The District may hold safety meetings with required attendance by every employee covered by this Agreement, on work time, as a means of improving safety and educating employees in safe practices. A Union representative may attend such meetings.

### ***Section 6: Safety Clothing and Equipment***

When the District shall, for safety purposes, require the use of protective clothing, shoes, safety devices and/or equipment, they will be furnished without cost to the employees.

### ***Section 7: Standards***

The District will purchase and provide equipment, protective clothing and devices that meet or exceed recognized safety standards (which may include, but not be limited to, the State of Florida Workers' Compensation Rules, NFPA Safety Standards, Federal Standards, U.L., U.S.B. of Mines, OSHA, NIOSH) for the tasks to be performed and will continue to evaluate the performance and reliability of new equipment as it becomes available.

### ***Section 8: Physical Examinations***

Applicants for employment with the District may be required to undertake a post-offer, conditional-employment medical examination. Examinations will be conducted by a licensed physician designated and paid for by the District.

An employee may be required by the District to submit to a medical examination, based upon objective and reasonable facts and observations, in the following situations:

- A. When the District needs to determine whether an employee is able to perform the essential functions of a position with or without accommodation and/or whether the employee can perform the essential functions of a position, with or without reasonable accommodation, without directly threatening his health or safety or that of others.
- B. When the District concludes that it must determine whether reasonable accommodation is required or where an employee has requested accommodation, including the nature and extent of such accommodation.

- C. When the District concludes it must acquire medical advice to determine whether a local, state or federal health or safety standard can be satisfied.
- D. When the District is obligated by law to assess, monitor and/or maintain a record of an employee's health status.

The District reserves the right to require an employee to undergo a medical examination by a licensed physician designated by the District at the District's request. If the employee disagrees with the medical opinion of the District-designated physician, the employee may select, at the employee's expense, a physician to conduct the District-required medical examination. The results of that examination must be submitted to the District-designated physician for concurrence. In the event the two (2) physicians cannot agree, the District and the employee shall select a third physician whose decision shall be binding upon the parties. The cost of the third physician shall be paid jointly by the District and the employee.

Employees whom the District determines are not able to perform the essential functions of a position, with or without accommodation, or who pose a direct threat that cannot be reasonably accommodated will be considered for reassignment to vacant positions. The District shall not be required to create "light duty" positions for permanently disabled employees. In those instances where reassignment or other reasonable accommodation is not available, the employee shall be granted a medical leave, not to exceed a period of one (1) year, in accordance with Article 20, Sections 5 and 6. Employees returning to their jobs from medical leave under this section shall not have their seniority interrupted.

### ***Section 9: Employee Rights***

An employee's rights to disability, worker's compensation, or other benefits are not affected by the provisions of this Article.

### ***Section 10: Employee Immunizations***

The District shall provide immunizations as recommended by the District Medical Provider.

## **Article 20 – Leaves of Absence**

### ***Section 1: Family and Medical Leave Act***

The District and the Union acknowledge that the provisions of the Family and Medical Leave Act apply to employees working under this Agreement. Thus, nothing in this Agreement shall be construed as being inconsistent with the requirements of the Act.

### ***Section 2: Personal Leave of Absence***

An employee's request for a personal leave of absence not to exceed thirty (30) days will be granted, without pay, for good cause, if the employee's services can reasonably be spared. All leaves of absence will be granted in writing. No leave of absence will be extended beyond thirty (30) days, nor more than one (1) unpaid leave granted in any twelve-month period, except for compelling reason. In the event that a personal leave exceeds sixty (60) days, continuation of the employee's health care coverage will be subject to COBRA. Continuous service will be accrued for all benefits which are based on length of service.

### ***Section 3: Leave for Union Business***

One (1) employee during the term of this Agreement will be allowed a reasonable period of leave without pay not to exceed four (4) years, if elected, to hold a full-time office with the International Association of Firefighters or the Florida Professional Firefighters.

### ***Section 4: Military Service Leave***

Military Service leaves will be granted in compliance with Federal and State legislation.

### ***Section 5: Medical Leave***

- A. An employee requesting a medical leave of absence must provide a written statement from the treating physician documenting the reason for the leave and the beginning date and estimated duration of the medical leave. Failure to comply with this provision may jeopardize the employee's eligibility for a medical leave of absence.
- B. An employee who is granted a medical leave of absence shall retain and accumulate seniority during such leave. If eligible, an employee may request

payment of earned sick leave and vacation benefits. Unpaid leave shall not extend beyond thirty (30) days when paid time-off benefits are available.

- C. An employee who fails to return from medical leave of absence, or to seek a release to return to work from the medical leave of absence, will be considered to have voluntarily terminated.

### ***Section 6: Non-Occupational Medical Leave Exceeding One (1) Year***

Those employees whose accumulated time on non-occupational medical leave of absence totaling one (1) year will have their employment with the District terminated. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- A. When an employee returns from medical leave and works less than twenty-six (26) consecutive working weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one (1) year cut-off described above.
- B. When an employee returns from medical leave and works for a minimum of twenty-six (26) consecutive working weeks, the employee will begin a new one (1) year period.
- C. When an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one (1) year period.

### ***Section 7: Occupational Medical Leaves Exceeding One (1) Year***

Those employees whose accumulated time on occupational medical leave of absence totaling one (1) year will have their employment with the District terminated. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- A. If an employee returns from medical leave and works less than twelve (12) consecutive working weeks and is subsequently returned to medical leave, the employees will continue to accrue time towards the one year cut- off described above
- B. When an employee returns from medical leave and works for a minimum of twelve (12) consecutive working weeks, the employee will begin a new one (1) year period.
- C. When an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one (1) year period.

The District shall make a reasonable effort to provide limited-duty work assignments to employees on occupational medical leave.

## **Article 21 – Boards of Inquiry**

### ***Section 1: Investigation of Hazardous Line-of-Duty Illness or Injury***

Upon any illness or disability to a member of the Department arising out of, or occurring under hazardous circumstances in the line-of-duty, a Board of Inquiry, consisting of the Fire Chief, the Union President, or their designees, and the District's Medical Services representative shall be convened, as soon as possible, to investigate such illness or disability.

The Board of Inquiry will conduct such investigations as it deems necessary and appropriate and may determine that such illness or disability shall be exempt from and not considered as ordinary sick leave, but shall in such event, be considered and classified as hazardous line-of-duty illness or disability.

### ***Section 2: Determination of Hazardous Line-of-Duty Illness or Disability Pay***

Upon such determination by the Board of Inquiry, the employee shall be entitled to receive full salary for the duration of such disability; or until examined by a qualified physician and given a certificate that such disability is ended; or upon the expiration of one hundred eighty (180) days, whichever is the lesser period. Upon certification of a qualified physician, a recommendation of the Board of Inquiry, and approval of the District Administrator, the period of hazardous line-off- duty disability may be extended. The Board of Inquiry, in determining the classification of hazardous line-of-duty illness or disability, shall take into consideration the unusual, unexpected, hazardous and peculiar circumstances of the employee seeking such classification and may make such investigations and hold such hearings as they may consider necessary for fair determination of the matter. The affected employee may request union representation at such hearings. The determination of the employee's classification shall be at the sole discretion of the Board of Inquiry, and not an established right of any employee.

### ***Section 3: Failure to Report from Medical Leave***

An employee who fails to return from medical leave of absence or to seek a release to return to work from the medical leave of absence will be considered to have voluntarily terminated.

### ***Section 4: Contracted Disease***

Any employee who contracts a communicable disease recognized by, and meets the eligibility requirements within Florida Statute Chapter 112.18, PUBLIC

OFFICERS AND EMPLOYEES: GENERAL PROVISION, resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line-of-duty unless the contrary be shown by competent evidence.

## **Article 22 – Vacancies and Promotions**

### ***Section 1: Filling of Vacancies***

When it is determined by the District that an opening exists in any job classification covered by this Agreement, notices shall be posted on the bulletin boards of all Fire Stations stating the job title, job description, job duties and job prerequisites. Preference shall first be given for the filling of this vacancy to qualified employee(s) of the Fire Department. Employees shall submit a letter of intent to become a candidate for promotion, which shall include verification of how or when the listed requirements for the position have been met.

- A. If the District's determination is that the qualified employees are not equal, the more qualified employee, in the opinion of the District, will be selected.
- B. If the District's determination is that two (2) or more employees are equally qualified for the same vacancy, the employee with the greatest seniority will be selected.
- C. If the District determines that no employee is qualified for the existing opening, the District shall be free to hire for that job from any source it sees fit, provided the newly-hired employee meets all the qualifications and has sufficient related experience, as determined by the Fire Chief, for the position the employee was hired to fill.

### ***Section 2: Promotions***

Employees shall be promoted in accordance with the following experience requirements:

#### **A. Captain Communications**

- 1. Must have and maintain a Florida 911 Emergency Dispatcher certification.
- 2. Must have and maintain NAED Fire and Medical and NAED Quality Control Certification.
- 3. Must have and maintain Emergency Number Professional (ENP) Certification or obtain the certification within one (1) year of promotion as a condition of continued employment.
- 4. Must have five (5) years' Communications Center Experience.
- 5. All candidates for promotion must have a two (2) year college degree from an accredited College or University.

#### **B. EMS Team Captain**

- 1. Must have and maintain a Florida Paramedic certification.
- 2. Must possess and maintain Orange County Paramedic certification.



3. Florida Driver's license.
4. ACLS and BLS Instructor Certification.
5. Must have a two (2) year college degree, from an accredited College or University.
6. Must have five (5) years in the EMS Team Section.

#### **C. Captain Fire Prevention**

1. NICET Level 2.
2. Water-Based Fire Protection Inspector Permit.
3. Florida Fire Inspector II.
4. Florida Fire Investigator I.
5. Must have five (5) years in the Fire Prevention Section.
6. Must have a two (2) year college degree, from an accredited College or University.

#### **D. Captain Training**

1. Must be a Firefighter/Paramedic.
2. Must have and maintain Orange County Paramedic certification.
3. Florida Driver's license.
4. Must have and maintain a Florida Fire Officer (F01) certification.
5. Must have and maintain Florida Fire Safety Inspector I.
6. Must have and maintain a Florida Fire Service instructor I certification.
7. Must have and maintain Instructor certification in PALS, ACLS, and BLS within one (1) year of promotion date.
8. Must have 5 years' Department seniority with 2 years in the Operations Suppression Section.

#### **E. Battalion Chief 48 Hour**

1. Must have and maintain a Florida Paramedic certification.
2. Must possess and maintain Orange County Paramedic certification.
3. Florida Driver's license.
4. Florida Fire Inspector.
5. Fire Officer II.
6. Must have five (5) years in the Suppression Section.
7. Must have a two (2) year college degree, from an accredited College of University.

### ***Section 3: Testing System***

#### **Captain/Supervisor/Battalion Chief**

1. A written examination will be administered to measure the skills and abilities of the candidates. Candidates must successfully pass a written examination with a score of seventy-five percent (75%) to proceed with the practical

assessment. The reference materials used in the examination will be kept current, but may be amended no later than 30 days prior to the examination. This component shall represent twenty percent (20%) of the candidate's final weighted assessment score.

2. A practical assessment will be conducted to measure the major skill and ability dimensions of the candidates for Captain/Supervisor/Battalion Chief. The practical assessment shall consist of position/rank appropriate materials: In-basket exercise; and a Tactical exercise (EMS, Communications, Fire or Fire Prevention) appropriate for the position; and an oral presentation; and a subordinate counseling/coaching session.

Each component of the practical assessment will comprise fifteen percent (15%) of the final weighted assessment score. All candidates will be placed in an interview process consisting of a five-person panel with one (1) representative appointed by the Union President. The oral interview will comprise twenty percent (20%) of the final weighted assessment score.

#### ***Section 4: Candidate Selection***

- A. A list of all qualified candidates shall be established in order of ranking. Selection will be from the top three (3) qualified candidates, unless a selected candidate declines the promotion (retaining rank order position). When those candidates have been promoted, any subsequent promotions shall be made from the remaining top three (3) candidates on the list as described herein. The list shall expire after one (1) year.
- B. In administering the Assessment Center, it is understood and agreed that any objection to the assignment of a particular Assessor to a particular group of candidates must be raised prior to the initiation of the Assessment Center. All results from the Assessment Center will be considered final and binding.

## **Article 23 – Educational Reimbursement**

### ***Section 1: Purpose***

The District will provide financial assistance to eligible employees who enroll in and successfully complete approved courses that are job related in accredited schools or colleges. The Educational Reimbursement Plan (“the Plan”) is designed to supplement an employee’s work experience with professional and technical education. It is not the intent of the District to reimburse employees for pursuing a degree or a preplanned college education that does not directly benefit the District.

### ***Section 2: Scope***

This Article applies to all salaried employees (exempt or non-exempt) covered by this Agreement.

### ***Section 3: Guidelines***

District Administration will be responsible for the administration of this policy. Only full-time employees, covered by this Agreement who have completed six (6) months of continuous full-time service with the District, are eligible to apply for reimbursement.

Employees who voluntarily terminate their employment with the District (or if employment with the District is terminated with good cause as defined in Florida law) within one (1) year following the completion date of their course(s) may be required to refund the District the reimbursement they received for any course(s) taken within one (1) year prior to termination.

#### ***A. Courses***

1. Employees requesting approval for individual courses unrelated to a degree program must demonstrate that the courses are of an education or technical nature directly related to the employee’s present job duties or those to which they will be assigned in the immediate future.
2. Employees requesting approval for specific undergraduate degree programs must also demonstrate the relevance of the program to their current job duties and benefit to the District.
3. Normally, the District will not approve employees’ requests for reimbursement for Masters’ level programs.

4. The District's Human Resources (HR) Department will make final recommendations to the District Administrator related to educational reimbursement.

**B. Restrictions**

1. Participants are limited to a maximum of two (2) courses per term.
2. The course(s) must be taken through an accredited school, college, or university. However, certain private schools and special courses may qualify upon administrative review for eligibility.
3. Correspondence courses, workshops, conferences, and seminars are not covered under the Plan.
4. Courses may not be attended during the scheduled working hours.

**C. Plan Coverage**

1. Each employee is limited to \$5,000 of educational assistance per year. The cost of tuition is not to exceed \$700 per unit.
2. Books may be reimbursed at 100% of the purchase price.
3. Materials and approved equipment costs (i.e. art supplies) directly related to the course and mandated by the instructor will be reimbursed up to One Hundred Dollars (\$100) per course.
4. All courses and related costs will be reviewed and approved on an individual basis by District management.
5. Eligible salaried employees may apply for the costs of tuition and books (not to exceed the amount established above).
6. In all cases, reimbursement is for job-related courses only, and the total cost of tuition and books will not exceed the amount established above.
7. If an employee is currently receiving reimbursement from any other source, such as the Veterans Administration or other scholarship assistance, reimbursement will be as follows:
  - a. The other source pays first and the remaining difference will be reimbursed in accordance with the above.
  - b. If an employee has an educational loan, reimbursement will in the form of co-payment to the employee and the lending institution.
8. Except as set forth in this Section, reimbursement will only be paid upon successful completion of the course(s) with a grade "C" or better for undergraduate courses and a grade "B" or better for graduate courses.

Employees must submit official qualifying transcription of grades along with receipts itemizing expenses for tuition, books, and related

materials (these must be received by the District no later than three (3) weeks after employees receive their grades).

9. For eligible employees taking courses that the request of the District Administration, one hundred percent (100%) reimbursement for tuition (not to exceed the amount established above) and books may be made in advance of course completion.
  - a. Courses must also meet all of the criteria as described in "Courses."
  - b. A memo from the Fire Chief requesting one hundred percent (100%) payment in advance and stating that the applicant was requested to take the course must accompany the employee's completed application.
  - c. This memo should be forwarded to the District Administrator for signature. Only the District Administrator can authorize payment in advance.
  - d. Upon approval by Administration, payment in advance of course completion for District Administration-requested courses will be made within three (3) weeks of receipt of a completed and approved Educational Reimbursement application.
  - e. Employees must also submit grades and receipts as outlined in "Plan Coverage."
  - f. Employees who fail to provide evidence of satisfactory completion and proper receipts following the completion of the course(s) will be required to refund to the District payment they received.
10. Fees such as applications, registrations, student union, student service, deferment, transportation and parking, etc. are not covered by the Plan.
11. The Plan is not retroactive. The District will not reimburse employees for courses taken prior to employment by the District, or for classes taken prior to the submission and approval of an Educational Reimbursement application.

***D. Application***

1. Employees must first complete the Educational reimbursement application in full prior to beginning classes.
2. In extremely limited situations, approval may be requested shortly after the start of classes if the employee satisfies the District that approval could not have been requested in advance.
3. Incomplete applications will be returned to employees for completion.

4. Employees must obtain the approval of their chain-of-command prior to submitting a request for consideration by the Human Resources Department. Once the Fire Department's approval has been obtained, the Fire Chief will forward requests to Human Resources for consideration.
5. Human Resources will approve or disapprove the request. Human Resources will notify the Department, in writing, if there are concerns regarding the employee's request for reimbursement.
6. For District Administration-requested courses, one hundred percent (100%) reimbursement may be made in advance of course completion.
7. A memo from the Fire Chief requesting one hundred percent (100%) payment in advance and stating that the applicant was requested to take the course(s) must accompany the employee's completed application with the District Administrator approval to the Human Resources Department.
8. If a student loan was incurred in connection with the course(s), the applicant must indicate "Yes" as to educational reimbursement from other sources on the application and indicate the name of the lending institution.

## Article 24 – Holidays

### **Section 1: Eligibility**

Newly hired employees are eligible for holiday pay after working thirty (30) days of continuous service providing they work their regularly-scheduled shifts prior to and immediately following such holiday. If the employee's failure to work the regularly-scheduled shift immediately before or following the holiday was due to personal illness, injury or death in the immediate family and the employee satisfies the District in this respect, s/he shall be eligible to receive holiday pay.

### **Section 2: Holidays Observed**

Eligible employees will receive eight (8) paid holidays. Employees will receive the following core holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

40-Hour/8-Hour day Employees shall receive 36 hours of personal holidays on January 1 of each year.

40-Hour/10-Hour Day Employees shall receive 44 hours of personal holidays on January 1 of each year.

Personal holidays are to be scheduled at a time mutually agreed upon between the employee and the District. Personal holidays are not cumulative and will be deemed lost if not taken prior to December 31<sup>st</sup>.

Employees hired after January 1 will be credited with personal holiday hours for that year based on the following formula:

1. 40-Hour/8-Hour Day Employees
  - a. January - March 36 Hours
  - b. April - July 24 Hours
  - c. August - December 16 Hours
2. 40-Hour/10-Hour Day Employees
  - d. January - March 44 Hours
  - e. April - July 30 Hours
  - f. August - December 20 Hours
3. 48-Hour Employees
  - g. January – March 108 Hours
  - h. April – July 72 Hours

- i. August – December 48 Hours

**Section 3: Holiday Pay and Holiday Pay When Worked**

- A. 40-Hour/8-Hour Day Salaried/Non-exempt Employees
  - 1. Employees who do not work on the recognized holiday shall receive eight (8) hours of holiday pay at the normal straight-time rate.
  - 2. Employees who work on the recognized holiday shall receive an alternate day off.
- B. 40-Hour/10-Hour Day Salaried/Non-exempt Employees
  - 1. Employees who do not work on the recognized holiday shall receive ten (10) hours of holiday pay at the normal straight-time rate.
  - 2. Employees who work on the recognized holiday shall receive fifteen (15) hours of holiday pay at the normal straight-time rate plus regular pay for hours worked at their normal straight-time rate.
- C. 40-Hour Salaried/8-Hour Day/Exempt Employees
  - 1. Employees who are not required to work on a recognized holiday will receive the portion of their weekly salary that applies to the holiday, i.e. eight (8) hours.
  - 2. Employees who work on a recognized holiday shall receive an alternate day off.
- D. 40-Hour Salaried/10-Hour Day/Exempt Employees
  - 1. Employees who do not work on the recognized holiday shall receive the portion of their weekly salary that applies to the holiday, i.e. ten (10) hours.
  - 2. Employees who work on the recognized holiday shall receive time and one half (1.5) of the portion of their weekly salary that applies to the holiday, i.e. fifteen (15) hours.
- E. 24-Hour Salaried Exempt Employees
  - 1. Employees who do not work on the recognized holiday shall receive the portion of their weekly salary equal to one half of the 24-hour shift, i.e. twelve (12) hours.
  - 2. Employees who work on the recognized holiday shall receive the portion of their weekly salary equal to two-thirds of the 24-hour shift, i.e. sixteen (16) hours.

**Section 4: Holiday Pay Considered Time Worked for Computing Overtime for Salaried Non-Exempt Employees**

Pay for a holiday not worked shall be considered as time worked for purposes of computing overtime, unless the holiday falls on one of the employee's regularly scheduled days off or when a holiday falls during a vacation period.



***Section 5: Holiday Pay for Holiday during Vacation***

Should a holiday fall during the period of an employee's vacation, the employee shall be paid pursuant to Section 3 above.

***Section 6: No Holiday Pay for Schedule Holidays Not Worked***

An employee who is scheduled to work on a recognized holiday and does not work shall not be entitled to holiday pay. If the employee's absence from work was due to personal injury or illness, the employee may apply for sick leave, if eligible, but is not entitled to holiday pay.

***Section 7: Holiday Pay during Leave of Absence***

Employees on an authorized leave of absence in excess of five (5) days are not eligible for holiday benefits.

***Section 8: Holiday Pay for Holidays Falling on Weekend Day***

For employees who work a normal Monday through Friday day schedule, recognized holidays will be observed on the day set by the District Administration. All other employees, including 24-hour Shift employees, will observe the holiday on the actual holiday itself.

## Article 25 – Vacations

### **Section 1: Definitions**

- A. **Calendar Year** – a consecutive period of time commencing on January 1<sup>st</sup> and ending on December 31<sup>st</sup>.
- B. **Anniversary Year** – a year commencing with an anniversary of continuous service.
- C. **Conditions**
  - 1. Employees shall receive a vacation based on the number of weeks worked during the calendar year. Newly promoted employees may request the use of their accrued vacation immediately upon acceptance of the promoted position.
  - 2. Regular employees may request the use of their accrued vacation after six (6) months of continuous service have elapsed from their date of hire.

### **Section 2: Vacation Accrual Formula – Two (2) Week Accrual Formula**

- A. 40-HOUR PER WEEK EMPLOYEE  
Vacation hours accrued – 80/yr. (1.5384616 hours/Week)
- B. 24-HOUR SHIFT EMPLOYEE  
Vacation hours accrued – 120/yr. (2.307 hours/Week)

### **Section 3: Vacation Accrual Formula – Three (3) Week Accrual Formula**

Employees will begin accruing three (3) weeks of vacation on their third (3<sup>rd</sup>) anniversary of continuous service with the District.

- A. 40-HOUR PER WEEK EMPLOYEE  
Vacation hours accrued – 120/yr. (2.3076925 hours/Week)
- B. 24-HOUR SHIFT EMPLOYEES  
Vacation hours accrued – 168/yr. (3.230 hours/Week)

### **Section 4: Vacation Accrual Formula – Four (4) Week Accrual Formula**

Employees will begin accruing four (4) weeks of vacation on their fourteenth (14<sup>th</sup>) anniversary of continuous service with the District.

- A. 40-HOUR PER WEEK EMPLOYEE  
Vacation hours accrued – 160/yr. (3.076925 hours/Week)
- B. 24-HOUR SHIFT EMPLOYEE  
Vacation hours accrued-240/yr. (4.615 hours/week)

**Section 5: Vacations Not Cumulative**

Supervisory Unit employees will be allowed to accrue a maximum of two (2) years of the employee's entitlement of vacation time. Any employee reaching the maximum cap will immediately stop accruing vacation until the balance drops below the limit.

Supervisory Unit employees with 20 years of service may continue to accrue vacation time during the calendar year and may carry over a maximum of 500 hours of vacation from year to year.

**Section 6: No Pay In Lieu of Time Off**

The District may not grant, nor the employee request, pay in lieu of time off for vacation.

**Section 7: Vacation Scheduling**

- A. Multiple requests for the same day will be awarded based upon promotional seniority.
- B. Typically, the District shall allow no more than one (1) twenty-four (24) hour Supervisory Unit employee per day to schedule vacation.

**Section 8: Pay Rate for Vacation**

Vacations will be paid at the employee's salary in effect at the time the vacation is taken.

**Section 9: Pay for Unused Vacation Hours at Termination of Employment**

All permanent employees who have been continuously on the payroll for six (6) months or longer and who terminate employment shall receive payment for all unused vacation hours.

Those employees entering the FRS DROP have the option of electing to receive an early payout for all or part of the balance of accrued annual vacation, subject to their maximum vacation accrual cap at the time of entering the DROP or 500 hours, whichever is lower. This payment will be included in the employee's AFC calculation and the hours deducted from the employee's accrued vacation balance.

## **Article 26 – Jury Duty Pay**

### ***Section 1: Eligibility***

All permanent employees are eligible for jury duty pay.

### ***Section 2: Pay***

- A. 24 - Hour Shift Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed twenty-four (24) hours in any day and forty-eight (48) hours in any payroll week.
- B. 40 - Hour Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed ten (10) hours in any day and forty (40) hours in any payroll week
- C. If an employee is released from jury duty and half or more hours remain on the employee's scheduled Shift, the employee is required to return to work that day, except when required by the court to report for jury duty prior to 1000 hours the day immediately following the employee's regularly scheduled shift. Employees will be dismissed from duty at least twelve (12) hours prior to any jury duty.
- D. The District reserves the right to petition the court to excuse any eligible employee for jury service when such employee's services are needed by the District because qualified replacements are not available or the employee's absence would result in a hardship on the District.

### ***Section 3: Judicial Proceedings***

- A. The District recognizes the potential involvement of employees in court proceedings resulting from the normal course of their duties and will provide compensation at their normal rate of pay for on-duty time as required by subpoena. In addition, the District shall pay for mileage at the normally accepted District rate per mile from the employee's normally assigned Station to the site of the proceeding by the most direct District approved route. The District shall also reimburse the employee for tolls and parking.
- B. Involvement in the above proceedings will be paid appropriate block pay at the employee's normal rate of pay on a scheduled day off plus mileage from home to the site of the proceeding, by the most direct District approved route, at the normally accepted District rate per mile. The District shall also reimburse the employee for tolls and parking.

- C. In the event the employee was scheduled to work and does not work, the amount of mileage shall be paid as per Section 3A.
- D. Time involved in out-of-state cases will be compensated only if such cases involve and/or benefit taxpayers of the District.

## **Article 27 – Bereavement Leave Pay**

### ***Section 1: Eligibility***

All employees are eligible for bereavement leave.

### ***Section 2: Time Off With Pay***

Employees bereaved by a death of a member of their immediate family will be granted time off with pay for time to travel to and from the funeral location and attendance at the funeral.

### ***Section 3: Definition of Immediate Family***

The deceased must have been a member of the immediate family, and is defined as the employee's current spouse, children, mother, father, brother, sister, mother-in-law or father-in-law, grandparents, step-children, step-mother, step-father, grandchildren, son-in-law, daughter-in-law or ward. The foregoing relatives of the employee's current spouse shall be considered as immediate family for the purpose of this Article.

### ***Section 4: Maximum Bereavement Leave***

- A. Twenty-four (24) Hour Shift Personnel: Bereavement leave will be paid on the basis of two (2) work shifts for each bereavement leave. A third work shift, if needed, may be granted by the Fire Chief, or the Fire Chief's Designee, for the employee to travel out of state to attend the funeral.
- B. Twelve (12) Hour Shift Personnel: Bereavement leave will be paid up to a maximum of forty-eight (48) hours within a seven (7) day period per leave.
- C. Forty (40) Hour Personnel: Bereavement leave will be paid up to a maximum of forty (40) hours within a seven (7) day period per leave.
- D. Payment for Time Lost: Payment is available only for scheduled shifts which the individual misses due to travel time and attendance at the funeral. Bereavement leave benefits may not be accumulated, nor will any employee be paid in lieu of any unused bereavement leave

### ***Section 5: Payment of Bereavement Leave Pay***

Payment will be based on the individual's current straight-time rate.

## **Article 28: Sick Leave**

### ***Section 1: Purpose***

The District recognizes the need to provide sick leave with compensation to all eligible full-time employees. Once an employee has completed the eligibility requirement, sick leave shall be made available for use and can be used for the employee's own illness or injury or for the illness or injury of a dependent for whose well-being the employee is responsible.

### ***Section 2: Eligibility for Sick Leave***

All full-time salaried (exempt and nonexempt) employees are immediately eligible for sick benefits (except as noted elsewhere in this Article).

#### **A. CONDITIONS**

1. On January 1 of each calendar year, each eligible salaried employee will receive twelve (12) sick days for use throughout the year.
2. These days shall be used for periodic illnesses or injuries, including waiting periods required to claim benefits under disability or workers' compensation insurance.
3. These hours are not cumulative and will not be carried into the next calendar year nor will unused sick leave be paid off at termination or retirement.
4. New employees will be provided pro-rata sick leave and disability banks based upon the number of weeks remaining in the year at the time of employment.

#### **B. SALARY/EXEMPT (24-Hour Shift)**

Employees holding the position of "Battalion Chief" will receive sick leave as follows:

1. At hire: 144 hours prorated based on hire date.
2. Jan 1 after hire: 144 hours per year.

### ***Section 3: Promotions/Demotions***

Hourly employees who are promoted to salaried positions will be immediately covered under the salaried provisions for sick leave.

1. Hourly employees who are promoted to salaried positions shall be paid for all unused sick leave that has been accrued from prior years and up to fifty

- (50) percent of the accrued sick leave earned from the beginning of the calendar year in which the promotion occurs.
2. In order to qualify for this payment, the employee must meet the eligibility requirements set forth in this policy.
  3. Employees promoted from hourly status will be provided pro-rata sick leave and disability banks based upon the number of weeks remaining in the year at the time of promotion.
  4. Salaried employees demoted or voluntarily returning to hourly positions will retain six (6) days of sick leave and will begin accruing sick leave over again at the hourly rate.

***Section 4: Termination/Retirement***

Bargaining Unit employees will not be paid for accumulated sick leave or disability sick leave upon termination or retirement.

***Section 5: Supplemental Sick Leave Bank***

During the term of this Agreement, the District shall maintain a supplemental sick leave bank for "B" Bargaining Unit employees who become disabled and are eligible for Short Term Disability (STD) coverage under the District's STD plan or Worker's Compensation indemnity benefits. The purpose of the supplemental sick leave bank is to attempt to maintain the employee's normal pay check. The amount of the supplemental sick leave benefits available to the employee is based upon the employee's status (40 or 48-Hour per week employee) and length of service with the District. The Union and the District acknowledge and agree that there is a one (1) week waiting period for the payment of supplemental sick leave and during this waiting period, the employee's regular sick leave must be used. Supplemental sick leave will not be available for leaves that exceed six (6) weeks for employees with seniority less than ten (10) years and twelve (12) weeks for employees with seniority greater than ten (10) years. Supplemental sick leave shall not exceed six (6) or twelve (12) weeks, respectively, in any calendar year. Supplemental sick leave benefits do not accumulate and are not payable upon separation from employment.

***Section 6: Sick Leave Conversion to Personal Holidays (40-Hour Personnel)***

For 40-hour personnel only, on December 31st, those employees who have a sick leave balance of at least 10-days will be eligible for (2) two additional personal holidays effective January 1st of the following year. These additional personal holidays will follow the same usage rules as those outlined in Article 24.



***Section 7: Approved Medical Leave Sick Bank***

The District shall maintain a Sick Leave bank for each employee with the amount of hours equivalent to one calendar week to be utilized for payment of the employee's first calendar week of an approved occupational medical leave. This leave is intended to meet the employee's required waiting period prior to receiving Worker's Compensation benefits.

This leave will not appear on the employee's earnings statement and may not be utilized by the employee for routine illnesses. These hours are not payable at termination.

## Article 29: Health and Welfare

### Section 1: Group Insurance

- A. The District will provide medical, dental, life, vision, and short and long-term disability insurance coverage to all eligible bargaining unit employees, on the same basis as provided to non-bargaining unit employees of the District.

The District will contribute toward the cost of medical insurance to each employee, at a minimum for the HDHP and HRA plans or in the event of the adoption to a marketplace model in the following amounts:

<u>Employee Only</u>	<u>Employee plus 1</u>	<u>Family</u>
\$583.81/mo.	\$1,167.10/mo.	\$1,710.08/mo.

\*In 2018 for any HDHP plan, the District shall absorb the first 10% of any employee contribution increase with the employee bearing the cost of any additional increase.

The Union retains its right to bargain insurance.

Statements, actions, or participation by Union representatives at any employee committee or insurance brokerage shall not constitute waivers by the Union of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, or any proposed change in terms and conditions of employment.

- B. The District will continue to pay 100% of the cost, per eligible employee, of Basic and Accidental Life, and Short and Long-Term Disability insurance.
- C. The District will make reasonable efforts to offer plan types which will allow the employee to “buy-up” coverage based on the employee’s needs and will continue to work to offer affordable options i.e., HSA and high deductible type plans.
- D. The District shall make a one-time, forfeitable contribution of \$350 per bargaining unit member into an account administered by the District to use during calendar years 2017 or 2018 toward a body scan procedure (whether Life Scan or similar vendor) of the member’s choosing.

The District intends on incorporating Life Scan or similar occupational health, wellness, and fitness evaluation that focuses on early detection and prevention

that combines an annual physical with life-saving, early detection testing for major diseases such as heart disease, stroke, cancer, diabetes, and aneurysms before they reach a catastrophic level into its medical surveillance program in 2018.

***Section 2: Eligibility***

- A. Eligible employees shall be defined as employees whose employment status is full-time. Eligible employees' coverage shall become effective the first day of month following completion of ninety (90) days of continuous service.
- B. Employees may elect to be covered by their spouse/partners insurance. If the employee elects such coverage, the employee shall not be eligible for the District contributions as listed above.

***Section 3: Benefits Advisory Committee***

- A. The District and the Bargaining Unit agree that there shall be a Benefits Advisory Committee for the purpose of reviewing insurance programs, reviewing benefits and making recommendations.
- B. The District and the Bargaining Unit agree that the Bargaining Unit will have two (2) employee participants appointed by the Union on the Benefits Advisory Committee.
- C. Benefits Advisory Committee will meet prior to any changes to the upcoming year's benefits and continue to meet on a regular basis in order to monitor all employee benefits, including health plans.

## **Article 30 – Committee Representation**

Members covered under this Collective Bargaining Agreement shall enjoy representation in appropriate Union sanctioned committee which directly impacts their Unit membership, to include, but not limited to: Safety Committee, Labor Management Communications Committee, S.O.A.R. and Wellness Committee, as determined by the Union President.

## **Article 31 – Prevailing Rights**

All rights, privileges and working conditions enjoyed by all employees which are not specifically included in this Agreement shall remain in full force unless changed by mutual consent in writing; provided, however, it is expressly understood that the District retains the right to terminate such rights, privileges or working conditions for just cause. The term prevailing right shall not include benefits afforded to employees by the District as a result of its Interface with Walt Disney World Co., (e.g., Main Gate Pass, complimentary passes, sales discounts or similar such benefits).

Any grievant alleging a violation of this Article of the Agreement shall bear the burden of proof of establishing that such right, privilege or working condition existed for all employees prior to the implementation date of this contract period.

## **Article 32 – Policies and Procedures**

### ***Section 1: Definitions***

RCID policies and procedures for the purpose of this Agreement shall be defined as: RCID Employee Relations Policy and the RCES Written Communications System which includes the following: Personnel Orders, Directives, Standard Operating Procedures, General Operating Procedures or any District-issued memorandum, document or policy affecting terms and conditions of employment and past practices associated with such policies and procedures.

### ***Section 2: Providing Copies***

The District shall provide a copy of the applicable policies, rules and regulations to the Union and shall post a copy in each Fire Station and/or work site. Policies, rules and regulations shall become effective twenty-one (21) days from posting date.

### ***Section 3: Relation to Grievance Procedure***

Application of RCID policies and procedures relating to terms and conditions of employment shall be subject to the grievance procedure.

### ***Section 4: Labor Management Communications Committee***

The parties shall address all new or different policies and procedures in the Labor Management Communications Committee.

### ***Section 5: Effective Dates***

New or different policies or procedures will not become effective until they have been posted and legally implemented for twenty-one (21) days as per Section 2 above.

### ***Section 6: Waiver of Union Rights***

Nothing in this Agreement shall constitute a waiver of the Union's right, if any, to bargain over new or different policies or procedures.

## **Article 33 – Alcohol and Drug Abuse Policy**

The District and the Union recognize that many areas of the District's operations involve hazardous work with the potential for personal injury or property damage and that all areas involve directly or indirectly the public at large. Therefore, it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its customers and its employees. Accordingly, the District and Union agree to a zero-tolerance policy concerning on or off-duty use of illegal drugs, abuse of controlled substances on or off-duty, and/or reporting to work or working impaired or under the influence of alcohol or drugs as defined below. As part of its efforts to achieve that goal, it must require that its work be performed by employees who do not use illegal drugs or misuse controlled substances and/or alcohol as follows:

### ***Section 1: Grounds for Testing***

Employees may be tested for the following reasons:

- A. Safety sensitive employees will be subject to drug and alcohol testing only after there is a documented objective reasonable basis that an employee has an in-system presence of any illegal drug, controlled substance or alcohol, hereinafter referred to as "substances", while on duty.
- B. As part of a post-accident investigation in cases where:
  - 1. The individual(s) subject to testing is directly linked to the accident, and,
  - 2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or estimated property damage in excess of \$5,000.
- C. Specimen collection for purposes of testing associated with an accident will take place as soon as possible, under the circumstances.
- D. In the event a government agency that regulates the Reedy Creek Improvement District advises the District that employees in specified classifications will be required by law to undergo job certification physical examinations, including drug tests as a condition of future employment, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with federal regulations. Implementation of such changes is subject to impact bargaining.

### ***Section 2: Observation and Notice Procedures***

- A. An employee will not be tested under Section 1 above unless their actions and/or conduct or other work-related circumstances provide an objective reasonable basis to believe that the employee may have taken drugs or alcohol and/or is suffering from impairment that will in some way adversely affect his/her alertness,

coordination, reaction, response, safety, or the safety of others, while on duty. Such observation will be initially documented by the Commander, appropriate Assistant Chief or higher level of management and confirmed by another member of management wherever possible. Employees will not be subject to such testing without the express consent of a senior member of management (Deputy Chief or above) different from the observation supervisor nor without authorization from the District Administrator (or designee).

- B. Management's observations will be discussed with the employee to afford the employee an opportunity to provide a reasonable explanation for the actions/conduct. Any employee under observation/evaluation for testing shall be entitled to request the presence of a Union representative in pre-test meetings with management. Provided a Union representative has been requested and is available, no specimen will be collected until the Union representative can discuss the matter with management. The Union agrees that the procedures described in Section 3 shall not operate in a manner that will impede timely collection of a biological specimen.
- C. Refusal to provide a biological specimen will result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

### ***Section 3: Drug Testing Procedures***

- A. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the District will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the District has a specific objective reason to believe that the employee may attempt to contaminate a test specimen. Proof of any form of tampering, altering, or diluting of a specimen by the employee will result in discharge. No employee shall be required to collect a blood or urine specimen from another employee.
- B. Test specimens shall be sent only to laboratory facilities certified by an appropriate federal or state agency. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the District to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.
- C. The drug test will be performed utilizing urinalysis to screen for drug, alcohol or substance abuse.

The initial test shall use an immunoassay that meets the requirements of the Food and Drug Administration for Commercial Distribution. All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically



acceptable method of confirmation will be used. All confirmed positive test results will be verified by a Medical Review Officer prior to release to the District.

- D. Test thresholds. The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be federal standards as established by the Department of Transportation (DOT).

In the event that the District elects to utilize tests other than the EMIT screen or the GC/MS Confirmation, the District will give the union written notice of the test methodology used and the threshold levels employed, if so requested by the Union. Any dispute over the acceptability of such alternative test methodologies or the positive test threshold to be applied shall be resolved by arbitration. It will be the burden of the District to establish the acceptability of the test and the reasonableness of the threshold.

- E. Specimen Re-analysis. The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the employee and follow-up re-analysis at the request of the Union or the employer. Any reanalysis performed will be done on the original sample provided. The Medical Review Officer shall endeavor to notify the employer and the employee of positive test results within five (5) working days after receipt of the specimen. The employee may request, in writing, a re-analysis within three (3) working days from notice of positive test result.

#### ***Section 4: Alcohol Testing Procedures***

Where employees are required under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate collection facility. The collection facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this policy, if a test reveals the presence of alcohol at a level of 0.08% or more by weight, it shall be presumed that the employee has violated this policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than 0.08%, the results of the test will be considered along with all other relevant information (e.g., employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this policy. If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is not under the influence of alcohol in violation of this policy. In the event an employee objects to alcohol testing by blood sample, the District will test the employee through an evidentiary alcohol breath analyzer which conforms to the same standards as cited above.

The parties agree that use of an evidentiary alcohol breath analyzer, which is properly calibrated and which is operated by a certified technician, shall be conclusive proof of the accuracy of the results.

Furthermore, the District reserves the right, prior to implementation of this policy, to abandon blood samples in favor of the alcohol breath analyzer referenced above at any time.

### ***Section 5: Negative Test Results***

Any employee who tests negative to any drug test under this Agreement (other than random tests as a follow-up to rehabilitation) shall be compensated for all lost time at the appropriate wage rate. Time lost under such circumstances shall be treated as time worked for purposes of overtime premium eligibility.

### ***Section 6: Positive Test Results***

Employees who are tested for cause and have a confirmed positive test will be suspended without pay for ninety- six (96) hours for twenty-four (24) hour shift personnel or eighty (80) hours for forty (40) hour personnel for the first offense in addition to the mandatory EAP referral. Employees who subsequently test positive will be terminated. Suspensions for this offense may be considered beyond one (1) year. Should it later be found that the test result was a false positive the employee will be reinstated with full pay from date of original suspension and documentation removed from the personnel file.

### ***Section 7: Requests for EAP Assistance***

- A. Any employee who has a confirmed positive test result for the first occurrence will be required to participate in the Employee Assistance Program (EAP) in addition to the disciplinary suspension reference in Section 6 above. In such circumstances, the employee shall be released from duty and placed on a leave of absence until referral to the EAP and subsequent clearance to return to work. Failure to seek and receive EAP assistance or failure to abide by the terms and conditions or prescribed treatment will be grounds for discharge. An employee testing positive for any subsequent for cause test will be terminated.
- B. In instances where it is necessary, an extended leave of absence may be granted for treatment or rehabilitation through the EAP for substances on the same basis as it is granted for other medical conditions. Employees on leave of absence in accordance with the above shall be eligible to utilize available vacation or sick leave. Employees who return to work after such a leave may be tested under this policy.

- C. This provision shall not be deemed a waiver of the District's existing right to initiate disciplinary action, including termination, in a situation where misconduct has occurred irrespective of the issue of drug usage.

***Section 8: Test Results Communicated by MRO***

Test results shall be communicated by the Medical Review Officer, or the designated District representative. The District shall be responsible for maintaining confidentiality of test records and test results will be communicated to Department management strictly on a "need to know" basis. Employee drug test records shall not be released outside the Reedy Creek Improvement District Medical Department, unless required by administrative action initiated by the employee or the Union. The employee shall be entitled to written notification of positive drug test results. The Medical Review Officer, upon written request from the employee, will report test results to the Union President.

***Section 9: Random Testing***

Random testing will be permitted only as a follow-up to rehabilitation and only for a reasonable period of time after rehabilitation, not to exceed one (1) year.

***Section 10: Employee Discipline and Legal Rights***

A positive random test after referral to the EAP shall be conclusive proof of just cause for termination. When and if it becomes necessary to impose discipline for drug-related conduct or job performance, as per Section 6, discipline will be judged by the contractual just cause standard and will be subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds consent as to particular documents personal to him/her, the District agrees to provide the Union, in advance, with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this policy, neither the District nor the Union waives any legal rights. The parties agree that this drug policy shall not diminish the rights of individual employees under state or federal law relating to drug testing.

Nothing in this Agreement shall be deemed a waiver of the rights of any employee who is disciplined pursuant to these provisions of the Agreement to challenge in a court of law whether such testing was permissible under applicable law.

***Section 11: Management Training***

The District is responsible for providing education for management personnel regarding observation techniques, the availability and desirability of the Employee Assistance Programs, and the need for observing strict confidentiality. Supervisors will be provided guidelines for maintaining confidentiality of all drug-related information and referring employees who may have a problem to appropriate counseling.

***Section 12: Hold Harmless***

The District agrees that it shall indemnify and hold the Union harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way are related to, the Union's negotiation or participation in the foregoing drug policy applicable to employees or applicants, or the District's activities in carrying out this drug testing program.

## **Article 34 - Special Operations and Response (S.O.A.R.) Team**

### ***Section 1: Definition***

“B” Unit Supervisory employees, as determined by the Fire Chief, may be assigned to the S.O.A.R. Team. These employees shall be trained to an appropriate level, as recommended by the S.O.A.R. Team Committee and approved by the Deputy Fire Chief of Operations, to operate the Incident Command System within various technical rescue disciplines.

- A. Captain: Communications, EMS Team, Fire Prevention will be trained to Hazardous Materials Awareness Level.
- B. Battalion Chief – 48 Hour: Hazardous Materials Operational Level and Hazardous Materials Incident Command System (ICS) Training.

### ***Section 2: Health and Safety***

It will be the responsibility of the District to follow all state and federal guidelines to ensure proper medical surveillance and examinations for S.O.A.R. Team members. These physicals shall be conducted as per Article 19, Medical Surveillance.

### ***Section 3: Special Operations and Response Committee***

- A. A Special Operations and Response Committee will be established to review and recommend operational responses, guidelines, and training needs.
- B. The Committee will consist of three (3) management personnel assigned by the Fire Chief and three (3) Bargaining Unit personnel approved by the Union President. Both A and B Unit personnel are eligible to be approved by the Union.
- C. The Committee will meet quarterly, at a minimum, but may meet more frequently with the mutual consent of both parties. The quarterly meetings will be scheduled on the last Wednesday of the month.

### ***Section 4: Training***

It will be the responsibility of the District to provide and maintain all training, certifications and re-certifications related to the employee's S.O.A.R. Team Assignment. The District will give at least three (3) months' notice prior to the re-certification date(s).

**Section 5: Educational Assistance for Specialized Training**

The District will provide one hundred (100%) percent of the cost for tuition and books for courses required of B-Unit Supervisory Employees assigned to the S.O.A.R. Team for all classes specifically related to the employee's S.O.A.R. Team assignment.

**Section 6: Guidelines**

The District will develop and maintain administrative and operational guidelines for the training, response, and mitigation of HAZMAT, ERT, and other defined specialty functions.

## **Article 35 – Interpretation**

### ***Section 1: Amendment by Mutual Action***

The parties hereto may interpret, alter or amend this Agreement by mutual action in writing, and no individual employee shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether such action be prospective or retroactive.

### ***Section 2: Alternative Provisions***

In the event any provision of the Agreement is held to be void, then and in that event, the parties shall negotiate an alternate provision to cover said subject matter.

## **Article 36 – Severability**

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement. The parties hereto agree that in the event any provision of this Agreement is found to be void as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part(s) so found to be void are wholly inseparable from the remaining portions of this Agreement.



## **Article 37 – Term of Agreement**

### ***Section 1: Term***

This Agreement, with the exception of the effective dates for wage rates, shall be effective as of March 1, 2015, and shall continue in full force and effect until February 28, 2018. This Agreement shall be self-renewing on the first (1st) day of March 2018 and for yearly periods thereafter unless written notice of desire to change or terminate this Agreement is given by either party to the other sixty (60) days prior to the February 28th expiration date.

### ***Section 2: Complete Agreement***

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **Article 38 – Applicability of Agreement**

### **AGREEMENT NOT RESTRICTIVE ON DISTRICT ADMINISTRATION OR BOARD OF SUPERVISORS:**

This Agreement does not restrict the powers vested in the District Administration or the Board of Supervisors of the Reedy Creek Improvement District as set forth in Chapters 67-764, Laws of Florida, Special Acts of 1967, any regulations and resolutions promulgated thereunder, and applicable provisions of Chapter 298, Florida Statutes, nor shall the rights of any bondholders be affected whatsoever by any provision of this Agreement.

## **Article 39 – Post-Employment Benefit Eligibility**

Pursuant to FS 112.0801, Employees who retire from the District are eligible to participate in health insurance programs offered to active employees of the District. "Retire" is defined as a termination of RCID employment and the immediate receipt of benefits from the Florida Retirement System Pension Plan and/or DROP termination, or meeting one of the criteria for Investment Plan members as outlined in the statute.

Years spent in the DROP will be allowed to contribute to the total years of credited service for insurance benefits.

Retirees meeting the above criteria may elect to continue their coverage as well as that of their eligible dependents as follows:

### ***Section 1: Employees Hired Before January 1, 2013***

#### **A. Retire per FS 112.0801, less than 20 years RCID Service**

Employees who retire with less than twenty (20) years RCID Service will be eligible to purchase coverage for themselves and eligible dependents. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

#### **B. Retire per FS 112.0801, 20 years RCID Service, and age 55:**

For Employees who retire with a minimum of twenty (20) years of credited service with the District and have reached the age of fifty-five (55), the District will pay the full cost of the employee premium for the designated standard plan. Coverage for eligible dependents may be purchased at the full cost of the elected coverage by the retiree. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

#### **C. Retire per FS 112.0801, 20 years RCID Service, and not yet 55:**

For employees who retire from the District with twenty (20) years of credited service, but who have not yet reached age 55 will be eligible to purchase coverage for themselves and eligible dependents until reaching age 55. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

#### **D. Retire per FS 112.0801, 25 years RCID Service:**

For Employees who retire from the District with twenty-five (25) years or more of credited service the District will pay the full cost of the employee premium for the designated standard plan. Coverage for eligible dependents may be purchased at the full cost of the elected coverage by the retiree. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

E. Retire per FS 112.0801, 30 years RCID Service:

Employees who retire from the District with thirty (30) years or more of credited service but who have not yet reached age 55, will be eligible to purchase coverage for themselves and eligible dependents until reaching age 55. The required contribution to premiums will be the same as that of the current active employees of the District. The cost is therefore subject to periodic change.

***Section 2: Employees Hired on or After January 1, 2013***

Employees who retire will be eligible to purchase coverage for themselves and eligible dependents. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

***Section 3: Dependent Eligibility after Death of Retiree***

The spouse and eligible children of a deceased retiree will continue to receive retiree insurance benefits. This coverage may continue until the earlier of the spouse's death or remarriage.

**ADDENDUM "A"**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS &**

**LOCAL 2117**

**WAGE DEDUCTION AUTHORIZATION**

(Union Dues and Initiation Fee)

I, \_\_\_\_\_, hereby authorize the Reedy Creek Improvement District to deduct from wages due and payable to me on the first regular pay day immediately following receipt of Addendum "B" and on the regular pay day of each succeeding week the amount equal to \_\_\_\_\_ for the weekly membership dues of Local #2117 of the International Association of Fire Fighters Union, and hereby authorize the District to pay this amount to Local #2117, for my account on or before the 15th day of the calendar month following the month in which the deduction is made.

\_\_\_\_\_ I further authorize the District to deduct from my wages the initiation fee of my Union in the amount of \$20.00.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the District, of for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the District and the Union at least 60 days and not more than 75 days before any periodic renewal of this authorization and assignment of my desire to revoke same.

_____ Signature		_____ Date
Employee Name	Deduction	Credit

_____ (District Payroll Agent)	_____ Date Received
-----------------------------------	------------------------

RCID PAYROLL ONLY:

Company	Deduction Code	Deduction Type

ORIGINAL COPY TO:  
DISTRICT

REEDY CREEK IMPROVEMENT  
Finance Department - Attn: Payroll  
P.O. Box 10170  
Lake Buena Vista, Florida 32830

**ADDENDUM "B"**

**WITHDRAWAL OF AUTHORIZATION FOR DUES CHECKOFF**

In accordance with the Public Employee's Relation Act, State of Florida, withdrawal from Payroll Dues deduction must be accomplished by giving thirty (30) days written notice to the District and the Union.

Please complete the following and submit to your Union Representative.

I, \_\_\_\_\_ do hereby request that my authorization for payroll deduction be withdrawn.

\_\_\_\_\_  
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

EMPLOYING AGENCY:

Reedy Creek Improvement District

\_\_\_\_\_  
(District Agent)

\_\_\_\_\_  
(date)

LABOR ORGANIZATION:

Reedy Creek Professional Fire Fighters Association Local #2117, IAFF  
P.O. Box 22829  
Lake Buena Vista, FL 32830-2829  
Telephone: (407) 298-3473

\_\_\_\_\_  
(Union Representative)

\_\_\_\_\_  
(date)

PAYROLL DEPARTMENT:

Please discontinue payroll deduction of the Union Dues from the above-named employee, effective

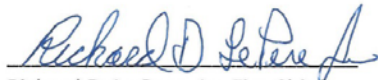
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## Battalion Chief 48 Hour; Experience Requirements; Fire Officer II

### MEMORANDUM OF UNDERSTANDING

**MOU #:** 2017-MOU-001  
**SUBJECT:** Battalion Chief 48 Hour; Experience Requirements; Fire Officer II  
**ARTICLE:** 2015-2017 Collective Bargaining Agreement; Article 22, Vacancies and Promotions  
**DATE:** June 15, 2017

The Union and the District agree, and it is understood, regarding the 2015-2017 Ed. of the "B Unit" Collective Bargaining Agreement, *Article 22, Vacancies and Promotions, Section 2: Promotions, E. Battalion Chief 48 Hour, 5. Fire Officer II*, with respect to the position's experience requirements, if an otherwise qualified candidate does not possess a Fire Officer II certification at the time of application or consideration for the position, s/he will have up to one (1) year from the date of promotion or hire to secure it in order to continue to be employed as a Battalion Chief 48 Hour.



Richard D. Le Pere, Jr., Fire Chief  
Reedy Creek Emergency Services



Tim Stromsnes, President  
IAFF Local 2117

## Agreement

This Agreement between the Reedy Creek Improvement District (RCID) and IAFF Local 2117 (Union) is to memorialize our understandings reached, inter alia, regarding “B” Unit negotiations of four (4) remaining items: (1) Article 19, Safety and Health; (2) Article 29, Health and Welfare; (3) Article 34, Special Operations and Response (S.O.A.R.) Team; (4) Article 39, Post Employment Eligibility. It is expressly understood and agreed that any agreements reached with respect to the aforementioned four (4) items in “A” Unit negotiations shall also be enjoyed by “B” Unit Personnel.

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Tim Stromsnes  
President, Local 2117

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Date

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Richard D. LePere Jr.  
Fire Chief, Reedy Creek Emergency Services

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Date