

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

Effective January 1, 2017
UNTIL December 31, 2018

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Article 1 - Preamble

THIS AGREEMENT is entered into as of January 1, 2017 by and between the REEDY CREEK IMPROVEMENT DISTRICT, a public body, hereinafter referred to as "the District" and the REEDY CREEK PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 2117, hereinafter referred to as "the Union."

Article 2 - Purpose

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

Article 3 - 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 4 - Recognition

The District recognizes the Union as the sole and exclusive collective "A Unit" bargaining representative of the District's employees classified as:

Firefighter/EMT

Firefighter/Paramedic

Driver Operator

Lieutenant

Communicator

Paramedic - 40

EMT - 40

Fire Inspectors

Sprinkler Technicians

Assistant Supervisors

The following District/Department employees are excluded for the "A" bargaining unit and shall not be covered by the items in this agreement:

Chief

Deputy Chief

Assistant Chief

Assistant Manager

Commander

Battalion Chief

Captain

Supervisor

Clerical Personnel

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 or has the District provide fire/emergency medical service, 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
- to establish and change work schedules and assignments
- to lay off, terminate or otherwise release employees from duty for lack of work or just cause
- to make and enforce work rules, rules for personal grooming and the maintenance of discipline
- to determine the number, location, or relocation of fire stations
- 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 - 24-Hour Personnel

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 – EMS Team Personnel

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

Section 4: Work Activity - Fire Inspector and Sprinkler Technicians

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the Fire Inspectors' or Sprinkler Technicians' (8,10, 12 or 16 hour) shift.

Section 5: Work Activity - Communications Personnel

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the Communicators (10 or 12 hour) shift.

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 District and Union 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 regards 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 Activity and Check-off

Section 1: Labor Agreement Distribution

The District will bear the burden of cost to print one (1) CBA booklet for each employee covered under the "A-Unit" CBA and twenty-five (25) additional copies for the Union. The District will also provide all new "A Unit" employees with a copy of the CBA during new-hire orientation.

Section 2: Distribution and Solicitation

The Union, its members, agents, representatives and persons acting on their behalf, are hereby prohibited from soliciting any employee or distributing literature during working hours in areas such as the Fire Stations, where the actual work of Department employees is being performed. The distribution of literature or discussion of Union matters during the employees' normal meal times or reduced-duty periods shall not be prohibited, provided there are no disruptions to Fire Department operations.

Section 3: Permission for Union Representatives to Enter Premises

The Fire Chiefs office will be notified prior to the arrival of Union representatives (other than Local 2117's officers and stewards) at District Fire Stations. The Union representative(s) will have the right to conduct Union business with any employee during the employee's normal meal times or reduced-duty periods, provided there are no disruptions to Fire Department operations. Any violation of the provisions of Sections 2 or 3 shall require the representative(s) to leave the premises until it is appropriate to return.

Section 4: Shift Steward

The Union shall have the right to designate Shift Stewards. The Union shall, in writing, notify the Labor Relations office of the District as to the identity of the designated Shift Stewards. The Shift Stewards shall have the right to receive, discuss and assist in the adjustment of complaints or differences with the appropriate Commander, Assistant Chief or higher level of management. The District will not obstruct the Shift Stewards or Union officials in the proper performance of their Union duties provided that such duties do not unreasonably interfere with their regular work or with the work of other employees.

Section 5: Check - Off

Withholding of Wages - The employer agrees to withhold from the wages on each payroll week, uniform weekly membership dues, initiation fees and one Union check-off for each employee who signs and submits an authorization card, the acceptable form of which is shown on attached Addendum "B." The District shall forward such dues in the amount certified to be current by the 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 Treasurer or other properly designated official of the Union. The acceptable form to be used for withdrawal from check-off is shown on attached Addendum "C."

Section 6: Public Information

The District shall provide public records to the Union in accordance with State law.

Section 7: New Employee Union Orientation

The District will provide the Union an opportunity to meet with new employees for a consecutive period of at least 2 hours but not more than 4 hours during the employee's new-hire orientation period. This time must be scheduled in advance with the employee's assigned supervisor.

Section 8: Committee Representation

The Local's Vice-President may attend all Committee meetings, but will not be considered a member of the committee. The Vice-President will not have voting rights.

Article 10 - Hours of Work and Overtime

Section 1: *Workweek - Payroll Week*

- A. Both the workweek and payroll week are periods of seven (7) days, starting at 0800 hours on each Sunday and ending at 0759:59 hours on the same day in the following week.
- B. Both the workweek and payroll week for Station Lieutenants 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. A payroll day is a period of twenty-four (24) hours starting at 0800 hours and ending at 0759:59 hours the following day.
- B. A payroll day for Station Lieutenants is a period of twenty-four (24) hours starting at 0700 hours and ending at 0659:59 hours the following day.

Section 3: *Work Periods*

A. *Twenty-Four (24) Hour Shift/Forty-Eight (48) Hour Work Week Personnel*

- 1. Employees shall be scheduled to work one (1) shift of twenty-four (24) hours starting at 0800 hours, followed by forty-eight (48) hours off-duty.
- 2. Station Lieutenants 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.
- 3. The workweek shall average forty-eight (48) hours per week on an annual basis. This workweek 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.
- 4. The FLSA schedule shall consist of a twenty-one (21) day cycle totaling one hundred fifty-nine hours (159).

B. *Communicators*

- 1. Communicators will be scheduled to work up to four (4) consecutive ten (10) or twelve (12) hour shifts per workweek, with at least three (3) consecutive days off.
- 2. The on-duty Communicator will be allowed three (3) fifteen (15) minute rest periods for each work shift.

C. EMS

EMS personnel will normally be scheduled to work a minimum of eight (8) consecutive hours but not more than sixteen (16) hours per shift. The combination of these shifts will equal forty (40) hours, with the understanding that if the employee works three (3) 12-hour shifts (36 hours), the employee will be paid for 40 hours. Employees will be scheduled consecutive days off, unless otherwise requested by the employee. The Department will attempt to provide a minimum of eight (8) hours off-duty between scheduled shifts, unless otherwise requested by the employee and/or in the case of overtime.

D. Fire Safety Inspectors And Sprinkler Technicians

Fire Safety Inspectors and Sprinkler Technicians will normally be scheduled to work a minimum of eight (8) consecutive hours but not more than sixteen (16) hours per shift. The shift may be scheduled anytime throughout a twenty-four (24) hour period and the combination of these shifts will equal forty (40) hours, with the understanding that employees working three (3) 12-hour shifts (36 hours) will be paid for 40 hours. Employees will be scheduled consecutive days off, unless otherwise requested by the employee. The Department will attempt to provide a minimum of eight (8) hours off-duty between scheduled shifts, unless otherwise requested by the employee and/or in the case of overtime.

Section 4: Overtime

Vacation and Sick leave shall not be counted as time worked for purposes of calculating overtime.

A. Twenty-Four (24) Hour Shift Personnel

1. Employees shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of the regularly-scheduled shift.
2. Employees shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all hours worked in excess of the regularly-scheduled hours per week.
3. Employees shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all hours worked in excess of the FLSA schedule. For the purpose of computing hours worked for FLSA overtime, paid time off for holidays, bereavement leave, voting time, blood donor time, jury duty, and sick leave shall not be construed as time worked.

B. Communicators

Communicators shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift or in excess of thirty six (36), forty (40), or forty eight (48) hours per week.

C. EMS Team

Paramedics and EMTs shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift, or in excess of forty (40) hours per week.

D. Fire Safety Inspectors And Sprinkler Technicians

Fire Inspectors and Sprinkler Technicians shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift, or in excess of forty (40) hours per week.

E. Overtime Scheduling

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.

The Union will supply the District with a list of the names of personnel assigned as Overtime Stewards. It will be the responsibility of the Union to maintain and notify the District of any changes to this list. From this list, the Union will designate an Overtime Steward on at least a quarterly basis to be responsible for the filling of event and any prescheduled overtime. The District will allot up to one hundred eighty (180) hours annually for the designated Overtime Steward, at one and one-half (1 ½) times the employee's normal rate of pay in thirty (30) minute increments, to fill event and prescheduled overtime when off-duty. The designated Overtime Steward and/or the Union must receive approval from the designated Chief prior to performing this task. Upon completion of the overtime hiring, the Overtime Steward must properly document his/her time and must notify the designated Chief that the assignment is complete. The designated Chief will make every effort to give prompt notification once the need for special event/prescheduled overtime is identified.

All other requests for overtime will be handled by an assigned Overtime Steward while on duty.

F. Scheduled Overtime Cancellation

In the event that a scheduled overtime assignment is cancelled and the employee reports to work as assigned without being notified, the employee will be paid four (4) hours at the employee's straight time rate of pay; however, the four (4) hours shall not be counted as hours worked in the calculation of overtime.

G. Call-Back Pay

Call back pay is special pay which is provided to compensate an employee who is required to return to work on an unscheduled basis after the employee has completed a regularly-assigned shift and left the Fire Department property to which the employee is assigned. Upon notification of being called back to work, an employee shall be paid a minimum of four (4) hours at one and one-half (1 ½) times the employee's normal rate of pay. An employee who is on duty and is instructed and assigned to remain on duty is not eligible for the four (4) hours' minimum call back pay. Furthermore, employees who are required to return to work four (4) or fewer hours prior to their regularly scheduled starting time are not eligible for the four (4) hours minimum call back pay.

Employees who are required to return to the District for an investigation or discipline of a critical nature shall be paid in one-half hour increments with a two (2) hour minimum at the appropriate rate of pay.

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 Employees Self Service System. The Employee Self Service System must have remote access and will be available at work and at home barring any unforeseeable circumstances, system down due to a storm or otherwise.

Section 6: Lunch and Supper Periods - Twenty-Four (24) Hour Shift

A. Lunch

A one (1) hour lunch period will be scheduled to begin between 1130 and 1230, except in the case of an emergency or alarm. The lunch period will not exceed 1400 unless the unit was involved in an emergency or alarm.

B. Supper

A one and one-half (1 ½) hour supper period will be scheduled as near as practicable to 1700 hours for each employee, except in the case of emergency or alarm.

C. Eating Facilities

The District will provide clean and sanitary eating facilities including cooking area and utensils. With the approval of the on-duty Commander, 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.

D. Lunch And Supper Periods Not Free Time

Lunch and supper 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 lunch and supper periods.

E. Standby

On duty employees working a "stand-by" will be relieved for normal meal periods.

Section 7: Meal Periods - Forty (40) Hour Personnel

Communicators and EMS Team personnel will be allowed a meal period at any time during as near as practical to the middle of their shift while covering their duties at the same time. Fire Inspectors and Sprinkler Technicians will be allowed a 30 minute unpaid scheduled meal period as near as practicable to the mid-point of their assigned shift.

Section 8: Reduced Activity Periods - Twenty-Four (24) Hour Shift

A. The use of beds will be permitted after 1700 hours. The period that forty-eight (48) hour personnel may sleep will be from 1700 until 0700 hours.

B. For extended tours of duty, recall to duty, inspection duty, standbys or other such activities that would interfere with the normal sleeping periods, the use of beds may be arranged in advance by the on-duty shift Lieutenant as approved by the on-duty Shift Commander or Battalion Chief.

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; below 35°F degrees for monorail drills; 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 after 1300 hours may be arranged by the on-duty shift Lieutenant as approved by the on-duty Shift Commander or Battalion Chief.
- C. Reasonable training breaks will be provided.
- D. All Lieutenants, move-up Lieutenants, and Driver / Operators will be given an in-service class on all new Fire Apparatus and equipment.
- E. The District will provide the required number of hours to maintain certifications in EMT, Paramedic, EMD and Fire Safety Inspector (FSI). It will be the employee's responsibility to ensure that the employee attends the sessions or make-up sessions and meets the required number of hours to maintain the employee's certifications. The Department will schedule and provide Fire Safety Inspector (FSI) training courses to all employees who possess an FSI certification. These training courses will be provided via on-line courses or in a classroom setting at the discretion of the District.
- F. All Communicators will be scheduled to complete twenty (20) hours of continuing education training each calendar year including but not limited to EMD refresher training, area familiarization, and ride-alongs. As part of a probationary new-hire training program, all new Communicators shall complete at least forty (40) hours of field training that shall consist of job-shadowing as assigned by a Communications Supervisor.

Article 11 - Working Out of Job Classification

Section 1: Working Out of Job Classification

- A. Any employee temporarily assigned to work out of the employee's regular classification for five (5) hours or more shall receive the higher rate of pay for all time worked in a higher rated job classification, but not less than 5% above the employee's normal rate of pay.
- B. An out-of-class list, by station, by shift, for Driver/Operator and Lieutenant shall be maintained. This list will consist of those Bargaining Unit members on a current promotional eligibility list.
- C. In the event a promotional eligibility list has been exhausted, does not exist, or the employees on the list as per Section B are not available, the following criteria will apply by shift:
 1. Suppression Lieutenants – Driver/Operators with a minimum of five (5) years in the Operations' Section who meet the promotional requirements of the Lieutenant's position.
 2. Driver/Operator - Firefighters with a minimum of three (3) years in the Operations' Section who have completed the following:
 - Department's current out-of-class Driver Operator's task book
 - (40) hour Driver Operator's course as approved by the Florida State Fire College or its equivalent.
 - (40) hour Hydraulics course as approved by the Florida State Fire College or its equivalent
 - (40) hour Aerial Operations class as approved by the Florida State Fire College or its equivalent as determined by the District.
- D. Rank Order for out-of-class list shall be established by seniority.
- E. Working out-of-class assignments shall be rotated by position on the applicable list, per assignment. Position on the list may be passed over at the discretion of the Shift Commander or Battalion Chief, based upon operational efficiency or as follows:
 1. Based upon employee's request; or
 2. Based on the work experience of the on-duty Commanders, Lieutenants, Driver/Operators and Firefighters;
- F. Normally, only Communicators will be scheduled to work in the Communication Center. However, non-Communicators may be temporarily assigned to the Communication Center in extraordinary circumstances. To the extent work is available, limited duty assignments for non-Communicators may occur at the Communication Center.

- G. Normally, only Fire Prevention personnel will be scheduled to work in the Fire Prevention Sections. However, non-Fire Prevention personnel covered by this agreement who have FSI certification may be temporarily reassigned to the Fire Prevention Sections as needed. These arrangements may not exceed thirty (30) days unless provided for by extraordinary circumstances as determined by the Fire Chief.

- H. In the event positions vacated due to a medical condition where the documented prognosis for the expected return to work date exceeds thirty (30) calendar days, the vacated position may be temporarily filled per the promotional procedure until the absent employee returns to work or until a determination is made that the vacated position shall be permanently filled.

Section 2: Working Out-of-Class - Training

Any employee assigned out-of-class for training purposes shall be supervised by the trainer. The employee assigned out-of-class for training purposes shall receive the employee's normal rate of pay during the assignment and the assignment shall not exceed eight (8) hours in duration.

Article 12 - Shift Exchange

Section 1: Shift Exchange

- A. A Shift exchange is done voluntarily by the employees and not at the behest of the District. The reason for shift exchange is not due to the needs of the District's business operations. The District shall maintain a record of all shift exchanges.
- B. Responsibility and liability for shift exchanges 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 situation. The ill employee 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 pay reduced for the amount 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 pay reduced for the amount 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. The request shall be submitted no later than twelve (12) hours prior to the intended shift exchange.
- G. 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. Any dispute regarding the nature of the training shall be resolved by the District Labor Relations Officer.

Section 2: 24-Hour Shift Personnel

- A. Shift exchanges may be approved by a Battalion Chief/Commander on an individual basis without the time limitation being applicable.

- B. The following criteria applies in regards to out of classification shift exchanges:
- FF/EMTs and FF/PMs who are qualified to move up to Driver Operator or are on a current Driver Operator promotional list shall be permitted to shift exchange with a Driver Operator.
 - Driver Operators who are qualified to move up to Lieutenant or are on a current Lieutenant promotional list shall be permitted to shift exchange with a Lieutenant.
 - FF/EMTs and FF/PMs on a current Lieutenant promotional list shall be permitted to shift exchange with a Lieutenant.
 - For the purpose of this article, FF/EMTs and FF/PMs shall be considered equally qualified.
 - The Fire Chief or Deputy Chief may approve time exchanges that do not meet the criteria on a case-by-case basis.
- C. There shall be no limit to shift exchanges.
- D. 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 Battalion Chief/Commander.
- E. Probationary employees may shift exchange only with other probationary employees unless otherwise approved by the immediate Battalion Chief/Commander of both employees involved.

Section 3: Communications

- A. All Shift Exchanges must be approved, in advance as per Section 1, F, by the Assistant Chief of Communications or his/her designee.
- B. There shall be no limit to shift exchanges.
- C. Probationary employees, after 90 days of service, may only shift exchange with other probationary employees unless otherwise approved by the Assistant Chief of Communications or the Assistant Chief's designee.
- D. The establishment and assignment of work schedules are an exclusive right of management and as such, complete schedule exchanges via the provisions of this Article are prohibited.

Section 4: Fire Prevention

- A. All Shift Exchanges must be approved, in advance as per Section 1(F) by the Assistant Chief of Fire Prevention.
- B. Due to the nature of inspection practices and scheduling, shift exchanges and paybacks shall be completed within 60 calendar days from date of the original trade. This only applies to out of classification time exchanges. Only the Deputy Chief of Fire Prevention may approve a time payback outside the 60 calendar day requirement. However, these approvals are on a case-by-case basis and will not be considered precedent setting.
- C. Out of Classification shift exchanges shall be limited to fifteen (15) per quarter.

More than fifteen (15) per quarter may be approved by the Assistant Chief of Fire Prevention or the Assistant Chief's designee.

- D. Employees on shift exchange will be assigned duties and or work areas by the Assistant Chief of Fire Prevention, or his/her designee, based upon operational need.
- E. Fire Inspector and Sprinkler Technicians may execute shift exchanges with each other without regards to classification; however, these shift exchanges must comply with Section 4B and 4C.
- F. Probationary employees may shift exchange only with other probationary employees unless otherwise approved by the Assistant Chief of Fire Prevention or the Assistant Chief's designee.
- G. The establishment and assignment of work schedules are an exclusive right of management and as such, complete schedule exchanges via the provisions of this article are prohibited.
- H. Shift exchanges within classifications (i.e. Fire Inspector with Fire Inspector, Sprinkler Technician with Sprinkler Technician) shall not be limited.

Section 5: EMS

- A. All Shift Exchanges must be approved, in advance as per Section 1(F), by the Assistant Chief of EMS or the Assistant Chief's designee.
- B. There shall be no limit to shift exchanges.
- C. Probationary employees may shift exchange only with other probationary employees, unless otherwise approved by the Assistant Chief of EMS or his/her designee.
- D. The establishment and assignment of work schedules are an exclusive right of management and as such, complete schedule exchanges via the provisions of this article are prohibited.

Article 13 - Job Classifications and Wage Rates

Section 1: Wage Rate and Schedule

Job classifications and rates of pay which shall prevail during the term of this Agreement are set forth and contained in Addendum "A" attached hereto, hereinafter referred to as "pay plan." Beginning January 1, 2019, in the event that bargaining unit members are working under an expired Agreement, all topped out employees will receive a 2% yearly pay increase to their base rate. All employees not topped out will continue to move yearly through the prescribed steps.

Section 2: Rates for New Jobs

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 wage rate for such new job classification will be established by the District. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the third (3rd) step of the Grievance Procedure within five (5) calendar days, as defined in Article 17, Section 3C, after installation of the new rate. In the event any higher rate is agreed upon through the Grievance Procedure or arbitration, it shall be effective retroactively as of the date the job classification was installed.

Section 3: Night Shift Premium & Conditions of Continued Employment

Fire Inspectors and Sprinkler Technicians will be paid a premium of \$1.00 per hour for hours worked between 2100 and 0600.

Communicators will be paid a premium of \$1.00 per hour for hours worked between 2100 and 0700.

Fire Sprinkler Technicians are required to maintain the NICET Level II, Inspection and Testing of Water Based Systems certification, or the equivalent as defined by F.S. 633, as a condition of continued employment. Sprinkler technicians shall, as a condition of continued employment, and within twenty four (24) months of employment, obtain and maintain a Fire Safety Inspector (FSI) certification.

Fire Safety Inspector certification is a condition of continued employment for those employed as a Fire Inspector.

Section 4: Ambulance Differential

Firefighter EMTs assigned to any rescue unit shall receive \$1.00 per hour above their base rate for all hours actually worked in that assignment. All Firefighter Paramedics assigned to a Single Medic Rescue shall receive \$1.00 per hour above their base rate for all hours actually worked in that assignment.

Section 5: *Bike Team Differential*

Bargaining Unit employees assigned to the Bike Team shall receive \$3.00 per hour for all hours worked in that assignment. On duty personnel shall be excluded from bike team assignments, except on a voluntary basis.

Section 6: *S.O.A.R. Differential*

Bargaining Unit employees assigned to the S.O.A.R. Team shall receive \$1.00 per hour for all hours actually worked.

Section 7: *Wellness Differential*

All FRS Special Risk personnel who successfully complete the advanced physical fitness assessment shall receive \$0.50 per hour differential for all straight-time hours actually worked (excluding overtime). Continued successful completion of the advanced physical fitness assessment shall be required to maintain this differential.

Wellness assessments will be conducted once each calendar year.

Section 8: *Fire Inspectors On-Call*

Fire Inspectors may be called back to work, on a voluntary basis. Employees who are called into work shall be paid one and one half (1 ½) times their normal straight time hourly rate starting at the time of dispatch and ending upon completion of assignment. At the time of notification, the employee has the right to refuse the assignment.

Section 9: *Lieutenant and Driver Operator Paramedic Incentive*

Lieutenants and Driver Operators who hold a State of Florida Paramedic Certification and hold a current Orange County EMS Paramedic number will be paid a fifteen hundred dollar (\$1,500) incentive. This incentive shall be divided into four equal payments paid on the first pay period of each quarter. Those employees whose classification changes during the calendar year shall be paid a pro-rated incentive based on number of months worked in the higher or lower classification of the previous quarter.

For the purposes of this agreement, Lieutenant Paramedics and Driver/Operator Paramedics, combined, will not be used as the sole ALS provider on their assigned unit when: there is training; investigations; annual physicals; workers' compensation physicals; the Firefighter Paramedic assigned to the fire apparatus is assisting a Rescue Unit; uniform related issues; or an overtime situation waiting for the overtime Paramedic to arrive. When one of the above issues may arise, a lieutenant or Driver/Operator may only function as a Paramedic for no more than four (4) hours per 24 hour shift.

Section 10: *Preceptor Differential*

Department Preceptors will receive \$1.00 per hour when precepting.

Article 14 - Seniority

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

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

Section 3: Dispute on Seniority Subject to Grievance Procedure

Any dispute on the application of the seniority principle shall be subject to the Grievance Procedure.

Section 4: Probationary Period

All new bargaining unit employees covered under this agreement will be in a probationary status for six (6) months from the completion date of the position orientation session. The new employee's probation may be extended if the employee becomes unable to work full duty. The new employee's probationary period will continue upon return to full duty and last until s/he has completed a total of six (6) months of probation.

The District reserves the right to terminate their employment for any reason, except those specified in Art. 8 Sec. 2 until they have completed such probationary periods as outlined above. Any employee terminated under this provision shall have no recourse to the Grievance Procedure.

Employees promoted/reclassified or have transferred from another section or division within the Department shall serve a probationary period of six (6) months. The probationary period may be extended if the employee becomes unable to work full duty. The employee's probationary period will continue upon return to full duty and last until s/he has completed a total of six (6) months of probation.

Employees who are on promotional/reclassification probation may be demoted to their previous rank, or moved to their former position for performance reasons, and the pay will be adjusted to the previous job classification. Employees on probation will be regularly evaluated.

Section 5: 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 6: 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 Departmental seniority to the previously-held classification or a lower classification for which the employee is qualified. It has been mutually agreed to establish classification seniority for Lieutenants, Firefighter/Paramedics, Firefighter/EMTs, Driver/Operators, Paramedic 40's, EMT 40's, Communicators, Fire Inspectors and Sprinkler Technicians.

Section 7: Notice of Layoff

Whenever possible, notice of layoff will be given six (6) weeks in advance 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 8: 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 date and continuous service date for purposes of District benefits.

Section 9: 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 offering to fill any bargaining unit vacancies from within or attempting to hire any vacated bargaining unit positions through public notice.

Section 10: Recall Procedure

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

Section 11: 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 12: 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 his/her employment, unless such employee has notified the District of personal illness or a death in the immediate family prior to the date s/he was scheduled to report to work.

Section 13: Promotion to Non-Bargaining Unit Position

Any employee promoted to a non-bargaining unit position in the Fire Department shall retain and accumulate 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 active 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 acknowledgment 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 an 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 an 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 hours 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 an 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, and 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 their 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 District 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 District, it shall take place in a District 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 that 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 Section 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 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 receipt of the amended grievance, conduct a meeting with the aggrieved employee and the Union representative.

The Fire Chief, or his 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 of 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, as determined by the District to be necessary, the District will replace uniforms, clothing and equipment as they become unserviceable or obsolete, and such replacement shall be made within a reasonable period of time. Unserviceable 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. Employees assigned as Twenty-Four (24) Hour Shift personnel will be provided the following:

- 3 Polo shirts ***
- 4 short sleeve shirts
- 2 Long sleeve shirts
- 5 pairs of work trousers
- 1 Winter Jacket
- 1 Windbreaker Jacket
- 1 Set of rain gear
- 1 protective "bunker" coat
- 1 pair firefighter gloves
- 1 pair of leather firefighting boots
- 1 pair safety glasses
- 1 protective helmet with goggles
- 1 fit tested SCBA facepiece, with storage bag
- 1 pair "bunker" pants
- 1 identification card
- 6 T-shirts*
- 1 baseball cap*
- 1 Nomex hood**
- 3 pair of gym shorts*
- 2 sweat shirts
- 1 pair work shoes**
- 1 black leather belt**
- 1 pair of extrication gloves
- EMT or Paramedic shoulder patches, as applicable
- Wildland firefighter gear

B. Paramedic and EMT Personnel assigned to EMS will be provided the following:

- 3 Polo shirts***
- 4 short sleeve shirts
- 2 long sleeve shirts
- 6 pairs of work trousers
- 1 Set of rain gear
- 1 Windbreaker Jacket
- 1 Winter jacket
- 2 sweat shirts
- 6 t-shirts*
- 1 baseball cap*
- 1 pair of work shoes **
- 1 black leather belt**
- EMT or Paramedic shoulder patches, as applicable

C. Employees assigned to Communications will be provided the following:

- 3 Polo shirts***
- 4 short sleeve shirts
- 2 long sleeve shirts
- 5 pairs of work trousers
- 1 Winter Jacket
- 1 Windbreaker Jacket
- 2 sweat shirts
- 6 t-shirts*
- 1 pair of work shoes**
- 1 black leather belt**
- EMD shoulder patches

D. Fire Inspectors and Sprinkler Technicians will be provided the following:

- 3 Polo Shirts***
- 4 short sleeve shirts
- 2 long sleeve shirts
- 6 pairs of work trousers
- 1 Winter Jacket
- 1 Windbreaker Jacket
- 2 sweat shirts
- 1 pair of rubber firefighter boots
- 1 Set of Rain Gear
- 6 t-shirts*
- 1 pair of work shoes**
- 1 black leather belt**
- 1 baseball cap*

E. Specialty Teams

Specialty Team members will be issued equipment, protective gear and clothing appropriate and designed for the task and/or the environment as determined by the Deputy Chief of Operations.

*(issued once per fiscal year) ** (issued as needed as determined by the District)
*** (will be replaced by the District as needed)

F. Protective Gear

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

Section 2: Laundry and Cleaning of Clothing Paid by District

The District shall be responsible for the cleaning and/or laundering of the work uniforms furnished under this article.

Section 3: Penalty for Lost Clothing or Misuse of Clothing

Each employee will be required to sign an authorization to enable the District to deduct from the employee's 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 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 shall be in writing.

Section 5: 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 unless the employee receives permission to remove such clothing, safety devices, and/or equipment from the District premises.

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, 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.

The District agrees to locate office/work areas for EMS Team personnel in each location they are stationed. The District further agrees to secure appropriate furnishings for the space. However, it is understood that there are limitations upon the District in this regard since the District does not own or control the property where these sites are located. It is acknowledged that it is the District's intention to provide furnishings and facilities, or access thereto, as similar to those provided at the stations as practical.

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.

A. WELLNESS COMMITTEE

A Wellness Committee will be established and will consist of three (3) members and a Program Coordinator appointed by the Union President. The Committee will meet with the Fire Chief or his designee at least twice a year to recommend equipment needs, guest speaker possibilities, future goals of the program and progress. In addition to exercise selections, the Committee will also evaluate the need for new or different equipment in each station.

B. PROGRAM COORDINATOR

To be eligible for this position a member of the bargaining unit must hold a Certified Personal Trainer Certification in the department's selected CPT program. There will be no additional compensation for this position.

C. CERTIFIED PERSONAL TRAINER

These persons will be members of the Bargaining Unit who successfully complete the Department's selected Certified Personal Trainer's Program. The Certified Personal Trainers will serve as wellness consultants for Department personnel. Additionally, the CPTs will administer the annual advanced physical fitness assessment for all special risk personnel, under the oversight of the Training Section. The District agrees to maintain up to 12 CPTs, including supporting requests to maintain the certification.

D. IMPLEMENTATION OF THE WELLNESS PROGRAM

The Wellness Program may consist of a combination of exercise and classes relating to the employee's overall health and well-being. Each class may be recorded and placed on to the computer network for all employees to utilize at their convenience.

Section 4: Medical Surveillance Examinations

- A. Each employee certified as a Firefighter and/or classified as a Firefighter/EMT, Firefighter/Paramedic, Driver/Operator, Lieutenant, Paramedic-40 or EMT-40 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. Paramedics-40 and EMTs-40, 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 tasks 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) metabolic equivalents (METS), 10 minutes for women and 9 minutes for men. Stress EKG will be provided every two years to personnel 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, those specifically designated for the S.O.A.R. Team will undergo the following 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 (e.g. EMS Team, Inspector, etc.) to the employee for a period of no 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 s/he 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 s/he 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, s/he will be returned to their 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 her/his 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 timeoff 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 Leaves 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 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 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.
- D. 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 Disability

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. The Board of Inquiry's determination is final and binding on all parties.

Section 2: Investigation of Hazardous Line-of-Duty Illness or Disability Pay

Upon such determination by the Board of Inquiry, the employee shall be entitled to receive the employee's full salary for the duration of such disability; or until the employee is 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-of-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 it 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. The determination of the Board of Inquiry shall be final and binding on all parties.

Section 3: Failure to Return 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 meeting the eligibility requirements within *Florida Statute Chapter 112.18, Public Officers and Employees: General Provision*, which results in total or partial disability or death, shall be presumed to have contracted the communicable disease 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 represented by this Agreement, notices shall be distributed via the District's Email system to all Department employees 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 better 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.

Section 2: Promotions

Employees shall be promoted to the rank of Driver/Operator and the rank of Lieutenant in accordance with the following:

- A. EXPERIENCE REQUIREMENTS - DRIVER/OPERATOR
 - 1. Must be an out-of-class Driver/Operator for a period of time, no less than one (1) year.
 - 2. Must be employed with the Reedy Creek Fire Department as a Firefighter for a minimum of four (4) years.
 - 3. Must possess a current State of Florida Fire Service Apparatus and Pump Operator's Certification.
 - 4. Must have a State of Florida EMT or Paramedic Certification.
 - 5. Must be Department certified as a Hazardous Materials First Responder.
 - 6. Must have successfully completed a forty (40) hour Aerial Apparatus Operations' course approved by the Florida State Fire College or its equivalent as determined by the District.

B. TESTING SYSTEM - DRIVER/OPERATOR

1. A written examination will be administered to measure the major skill and ability dimensions of the candidates for Driver/Operator. The written exam shall consist of, but not limited to, area familiarization, apparatus and equipment operation and hydraulics.
2. A practical assessment will be conducted to measure the major skill and ability dimensions of the candidates for Driver/Operator. The practical assessment shall include:

Department approved driving course

Pump Operation exercise to include Engine and Aerial evolutions.

C. TEST SCORING - DRIVER/OPERATOR

1. The written exam shall make up 30% of the overall Driver/Operator Assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
2. The driving course exercise shall make up 30% of the overall Driver/Operator Assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
3. The pump operations exercise shall make up 40% of the overall Driver/Operator Assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.

In order for a candidate to be placed on the promotional list, the candidate must score an overall average of 80% or higher.

D. EXPERIENCE REQUIREMENTS FOR LIEUTENANTS

1. Candidates must have a minimum of five (5) years as a Firefighter, or Driver/Operator, or any combination thereof and have successfully completed the out-of-class Lieutenant training.
2. Must have a State of Florida Fire Officer One (FO1) certification.
3. Must have a State of Florida Fire Safety Inspector (FS1) certification.
4. Must meet all of the experience requirements for Driver/Operator listed in subsection A above.

E. TESTING SYSTEM - LIEUTENANT

1. A written examination will be administered to measure the major skill and ability dimensions of the candidates for Lieutenant. Candidates must successfully pass the written examination with a 75% or better to proceed with the practical assessment. Reference materials used in an examination will be kept current, but may be amended no later than thirty (30) days prior to the examination.
2. A practical assessment will be conducted to measure the major skill and ability dimensions of the Lieutenant. The practical assessment shall include:
 - a. A tactical / Emergency Service exercise
 - b. An oral presentation
 - c. In basket exercise
 - d. Subordinate counseling /coaching

F. TEST SCORING - LIEUTENANT

1. The written exam shall make up 40% of the overall Lieutenant Assessment score.
2. The tactical / Emergency Service exercise shall make up 25% of the overall Lieutenant Assessment score.
3. The oral presentation exercise shall make up 10% of the overall Lieutenant Assessment score.
4. The in basket exercise shall make up 12.5% of the overall Lieutenant Assessment score.
5. The subordinate counseling / coaching exercise shall make up 12.5% of the overall Lieutenant Assessment score.

In order for a candidate to be placed on the promotional list, the candidate must score an overall average of 80% or higher.

G. CANDIDATE SELECTION

A list of all qualified candidates shall be established in order of ranking. Selection will be from the top three (3) qualified candidates on the list, 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. This rule of three (3) shall continue until the

list is exhausted or expires, whichever comes first. The list shall expire after one (1) year.

H. TEST ADMINISTRATION

The Lieutenant and Driver Operator promotional exams shall be announced within fourteen (14) calendar days of the vacancy. Promotional exams shall be administered within sixty (60) calendar days of the announcement. The promotion shall be completed within fourteen (14) calendar days of exam completion.

I. TEST PREPARATION

In the event the District provides organized promotional training/preparation programs or sessions (other than normal on-shift training or practice), the District will make every reasonable effort to ensure that all declared eligible candidates be given equal time and/or access to the training/preparation.

J. ASSESSMENT CENTER ADMINISTRATION

In administering the Assessment Center, it is understood and agreed between the parties 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, and that all results from the Assessment Center will be considered final and binding.

Upon conclusion, candidates shall be given the opportunity to review their individual results.

K. PROMOTIONAL ASSESSMENT COMMITTEE

Prior to the distribution of an assessment notification, both the Fire Chief and the Union President shall appoint a designee to review and agree upon the testing content for the upcoming assessment. These designees shall discuss major areas of content to be included in the exam. However, such discussion shall not include actual test questions or practical assessment scenarios.

Statements or actions by the Union designee in this committee 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 wages, hours or terms and conditions of employment.

Section 3: Wage Adjustments for Promotions and Reclassifications

- A. Re-classifications from EMS Team to Suppression job classifications will result in a minimum ten (10) percent pay increase to base rate and then re-slotted into the appropriate step.
- B. All other wage adjustments for promotions or reclassifications will be step-for-step.

Article 23 - Educational Assistance

Section 1: Purpose

To provide Educational Assistance for employees of the Reedy Creek Fire Department.

Section 2: Scope

- A. Applies to all employees of the Reedy Creek Fire Department covered by this Agreement. The District will reimburse seventy-five (75%) percent of the cost for tuition and books for courses in an accredited Fire Technology, Fire Science, Emergency Management or Paramedic Technology Degree Program.
- B. Employees that have obtained an Associate's Degree are eligible for educational assistance for fire service and emergency management related courses at the 3000 and 4000 level. Approval shall not be unreasonably denied, however, denial shall not be subject to the grievance procedure.

Section 3: Guidelines

- A. Applications for course(s) must be submitted for reimbursement on the Educational Reimbursement Forms prior to the first day of the class.
- B. To receive reimbursement monies for tuition and books, the approved course must be completed with a final grade of C or above and transcript and receipt provided to Fire Chief or the Fire Chief's designee upon completion of class.
- C. The District will review and approve elective course(s) which the District determines are job related and of benefit to the District.

Section 4: Educational Limitations and Exceptions

- A. Each employee is limited to \$2,000 of educational assistance per fiscal year. The District shall not be obligated to authorize any monies above \$15,000 in any fiscal year for educational reimbursement.
- B. The District may approve classes which the District determines are job related and of benefit to the District and the employee making application. The approved course will be reimbursed as provided in Section 2.
- C. The District agrees to pay 100% of the cost of EMT, Fire Safety Inspector, NICET II or state equivalent class, or other required recertification fees and licenses.
- D. The District will provide educational assistance to probationary employees who follow the prescribed procedures and successfully complete their probationary periods. Such reimbursement will be paid after the probationary period is successfully completed.
- E. The District agrees to pay 100% of the cost of tuition and books for employees who successfully complete Paramedic Training from an accredited institution and obtain the State of Florida Certification. This reimbursement

is not to exceed \$5,000 per employee.

- F. Employees who voluntarily terminate their employment with the District within twelve (12) months of receipt of reimbursement shall refund the reimbursement received to the District for any classes which are not required under promotional guidelines or related to the eligibility requirements for additional compensation. The District will evaluate extraordinary circumstances beyond the employee's control in the administration of this provision.
- G. The District shall pay one hundred (100%) of the cost of tuition and books for employees who successfully complete an Aerial Operations class from an accredited college or an institution approved by the District.

Article 24 - Holidays

Section 1: Eligibility

All employees are eligible for holiday pay after working thirty (30) days of continuous service providing they work their regularly-scheduled shifts falling on the calendar day prior to the holiday, the day of the holiday or the calendar day following the holiday. If the employee's failure to work the employee's regularly-scheduled shift falling on the calendar day prior to the holiday, the day of the holiday or the calendar day following the holiday was due to personal illness, injury or death in the immediate family and the employee satisfied the District in this respect, the employee shall be eligible to receive holiday pay.

Section 2: Holidays Observed

New Year's Eve (December 31 for Operations, Communications, and EMS Team only), New Year's Day (January 1st for Fire Prevention only), Martin Luther King Day (observed), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (usually last Thursday in November), the day after Thanksgiving, the day before Christmas (December 24) and Christmas Day (December 25).

Section 3: Holiday Pay and Holiday Pay When Worked

- A. Communicators working twelve (12) hour shifts who work a recognized holiday shall receive twelve (12) hours of straight time wages in addition to Holiday Pay -Working equal to one and one half (1 ½) times their normal hourly pay rate for up to twelve (12) hours. Hours worked in excess of twelve (12) on a paid holiday shall be paid at the double time rate, with Holiday Pay - Working being paid at the double time rate.
- B. Communicators working ten (10) hour shifts who work a recognized holiday shall receive ten (10) hours of straight time wages in addition to Holiday Pay – Working (equal to one and a half (1 ½) times their normal hourly pay rate) for up to ten (10) hours. Hours worked in excess of ten (10) on a paid holiday shall be paid at the double time rate, with Holiday Pay – Working being paid at the double time rate.
- C. Forty (40) Hour Paramedics, EMTs working 8, 10, 12, or 16 hour shifts, or any combination thereof, who work a holiday shall receive one (1) hour of straight time wages in addition to one (1) hour of Holiday Pay-Working equal to one and one half (1 ½) times their normal hourly pay rate for their normally scheduled shift. Any hours worked in excess of the employee's normally scheduled shift on a recognized holiday, shall be paid at the double time rate, with Holiday Pay; working paid at the double time rate.
- D. Twenty-four (24) hour shift employees: Employees who meet the eligibility in Section 1 and work at least twelve (12) hours on the recognized holiday shall be paid sixteen (16) hours of holiday pay, otherwise they will receive the minimum of twelve (12) hours of holiday pay. Holiday pay will be based upon the

employee's current straight time rate.

- E. Fire Inspectors and Sprinkler Technicians: If a recognized holiday falls on a normal day off, the employee will be paid ten (10) hours of straight time holiday pay. If the recognized holiday falls on a day that the employee is normally scheduled to work, the employee would not normally be required to work and would receive the employee's scheduled shift hours of straight time wages as holiday pay for the day. If the employee is required to work the employee's normally scheduled shift on the holiday, the employee shall receive one (1) hour of straight time wages for each hour worked in addition to one (1) hour of holiday Pay-Working equal to one and one half (1 ½) times the employee's normal hourly pay rate for each hour worked in the employee's normally scheduled shift. Any hours worked in excess of the employee's normally scheduled shift on a recognized holiday, shall be paid at the double time rate, with Holiday Pay -Working paid at the double time rate.

Section 4: Holiday Pay when Not Working

Should a recognized holiday fall on a Communicator's, Paramedic 40's or EMT 40's regularly scheduled day off, the employee shall receive Holiday Pay Not-Working wages equal to ten (10) hours of the employee's normally hourly rate for the EMS Team and twelve (12) hours for Communicators.

Section 5: Holiday Pay Considered Time Worked for Computing Overtime

Pay for a holiday not worked shall be considered as time worked for purposes of computing overtime, unless the holiday falls on one (1) of the employee's two (2) regularly-scheduled days off or when a holiday falls during a vacation period.

Section 6: 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 7: No Holiday Pay for Employee Scheduled to Work but Does Not

An employee who is regularly-scheduled to work on a recognized holiday and who does not work shall not receive holiday pay.

Section 8: Holiday Start Time

- A. For the purpose of computing pay for work on a holiday, the twenty-four (24) hour holiday period shall commence at 0800 hours on the holiday and terminate at 0759:59 hours on the following day.
- B. For Lieutenants, the holiday shall commence at 0700 hours on the holiday and terminate at 0659:59 hours on the following day.

Section 9: Floating Personal Holidays

On January 1st of each year, each 24-hour shift employee shall be given 24 hours (one (1) shift) of Personal Holiday Leave. Forty-hour personnel shall be given 10 hours (one (1) shift) of Personal Holiday Leave, except 12 hour Shift

Employees who shall be given twelve (12) hours (one (1) shift) of Personal Holiday Leave. Employees who are scheduled to work more than ten (10) hours shall receive payment for the employee's entire shift.

The employee must wait until after January 1st to schedule and may not schedule these holidays during the vacation selection process completed prior to January 1st. The approval of these days will be based upon the availability of time according to the Vacation Calendar which shall be posted January 1st.

Employees must be employed on January 1st in order to receive the personal holiday leave and there will be no pro-rated issuance based on mid-year employment. These days may not be banked for use in a subsequent calendar year and are not payable at termination.

In the event two employees request the same date within the same 24-hour shift, the employee with the most Departmental seniority shall be awarded the date. However, once an employee has been appropriately awarded the date, an employee with more Departmental seniority may not bump the awarded employee from the position.

Section 10: Holiday Schedule

No training will be conducted on an observed holiday as identified in Section 2 of this Article.

Article 25 - Vacations

Section 1: Definitions

- A. Calendar Year - a consecutive period of time commencing on January 1st and ending on December 31st.
- 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 straight time hours worked.
 - 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) Weeks of Vacation

- A. FORTY (40) HOURS PER WEEK EMPLOYEE
Vacation hours accrued – 80 /yr. (0.03846 hrs/straight time hour worked)
- B. TWELVE (12) HOUR SHIFT EMPLOYEE
Vacation hours accrued – 84 / yr. (0.04039 hrs/straight time hour worked)
- C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE
Vacation hours accrued - 120 /yr. (0.04808 hrs/straight time hour worked)

Section 3: Vacation Accrual Formula - Three (3) Weeks of Vacation

Employees will begin accruing three (3) weeks of vacation on the fifth (5th) anniversary of continuous service with the District.

- A. FORTY (40) HOURS PER WEEK EMPLOYEE
Vacation hours accrued - 120 /yr (0.05769 hrs/straight time hour worked)
- B. TWELVE (12) HOUR SHIFT EMPLOYEE
Vacation hours accrued – 126 /yr (0.0606 hrs/straight time hour worked)
- C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE
Vacation hours accrued – 168 /yr (0.06731 hrs/straight time hour worked)

Section 4: Vacation Accrual Formula - Four (4) Weeks of Vacation

Employees will begin accruing four (4) weeks of vacation on the fifteenth (15th) anniversary of continuous service with the District.

- A. FORTY (40) HOURS PER WEEK EMPLOYEE
Vacation hours accrued - 160 / yr (0.076923 hrs/ straight time hour worked)

B. TWELVE (12) HOUR SHIFT EMPLOYEE

Vacation hours accrued – 168 / yr (0.08077 hrs/straight time hour worked)

C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE

Vacation hours accrued -240 /yr (0.096154 hrs/ straight time hour worked)

Section 5: Vacations Not Cumulative

Employees may carry over a maximum of one year of vacation accrual at their current accrual rate in January of each year. Any vacation in excess of this amount not used by January 1 of each calendar year will be deemed lost.

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. The District shall be responsible for scheduling vacation in the months of October, November and December prior to the year for which the vacation is to be scheduled.

1. The District shall allow no less than four (4) 24-hour Shift employees per day to schedule vacation. The District will ensure there are adequate vacation selection slots for employees to each take the equivalent of one (1) year of vacation accrued during any calendar year. Employees having the appropriate leave balance, and wishing to schedule vacation in excess of the equivalent of one (1) year of vacation, may do so after everyone has completed their annual, round three, vacation selection and prior to January 1. Vacations will be selected by seniority, by shift, except that any employee may select available vacations days after January 1. All vacation shall be selected within guidelines established by the District.

2. Communicators, EMS Team Personnel, Fire Inspectors and Sprinkler Technicians shall select vacation by seniority the first week of November.

B. Because of changing schedules, personnel may defer vacation selection to a more appropriate time. Deferrals may not bump already scheduled vacation time. If a vacation schedule change occurs, the Section Supervisor shall post the opening for a period of seven (7) days. At the end of that posting, the day will be awarded based upon seniority of all those who submitted a request.

C. Vacations for EMS Team Personnel, Communicators, Fire Inspectors, and Sprinkler Technicians will be scheduled separately and will have no bearing on Suppression / Operations vacation.

D. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE Vacation Selection Schedule

The District/Department shall be responsible for coordinating the selection and scheduling of vacations in the months of October, November, and December prior to the year in which the vacation is to be taken. Vacations shall be selected by department seniority, by shift, starting with the first shift in the third week of October.

The District/Department shall allow no more than four (4) employees per day to schedule vacation.

The vacation of individuals who are transferred after the first of the year will be adjusted and/or assigned at the discretion of the District.

TWENTY-FOUR (24) HOUR SHIFT VACATION SELECTION PROCEDURE:

Shift personnel will be advised, in advance of the selection dates, that they are to select their vacation. If an employee is not available to make their selection on the assigned date, the employee must forward three (3) optional dates, in order of choice, to the Shift Commander or Battalion Chief for consideration. If the employee is on leave and/or unavailable during the vacation selection process and does not forward optional dates, the Shift Commander or Battalion Chief will skip the employee's turn for vacation selection.

Vacation selection will be accomplished in three (3) rounds. The vacation schedule will be continuously updated.

Vacation days for all rounds shall be selected by Departmental seniority, with no limits on classifications.

Personnel will be allowed to skip blocked (vacation days full) shifts to continue their pick. ADO's may be used when selecting a continuous block of vacation days during any round.

Personnel with converted sick leave will be allowed to schedule that time in any round.

Round One: Personnel will be allowed to schedule one (1) block with a minimum of two (2) consecutive shifts during Round One. Personnel may not select only one shift in this round.

Round Two: Personnel will be allowed to schedule a maximum of two (2) blocks with a minimum of one (1) shift per block. Multiple shifts in a block must be consecutive.

Skip one shift

Round three: No restrictions on blocks or continuity. At the end of round three, personnel who have not made vacation selections, equal to a year's vacation accrual, shall have unselected vacation bank.

Round four: Personal Day Selection. No restrictions on blocks or continuity.

*At the end of round four, personnel who have not made personal day selections equal to a year's personal day accrual shall have unselected personal days banked.

E. Personal Responsibility

1. It is up to every individual in the operations/suppression division to understand the vacation schedule. If an individual is off duty, their turn will be passed over until the end of the round unless the individual has emailed the entries A, B, and C shift; Command Staff a variety of selection

dates. The Command Staff will use the email and make a selection in at least two rounds.

2. Upon return to work, personnel that did not leave the appropriate vacation selection documentation will not be allowed to select days until the end of the round the selection process is in. In addition, personnel will not be allowed to alter their previous selections.
3. It is the responsibility of each individual to send their vacation selection to the Command Staff in person or via email.

Section 8: Pay Rates for Vacations

Vacations will be paid at the straight-time rate in effect at the time the vacation is taken.

Section 9: Vacation Changes -24 hour Shift Employees

When a vacation slot becomes available on a shift day that was previously unavailable, the Department will post notice of the vacancy via e-mail to the appropriate shift by that shift's Commander on the date the cancellation is received. The notice will include the open date and a deadline for employees to submit their requests to fill the vacancy. This deadline will normally be within three (3) consecutive shifts beginning on the date of notification. In situations where the vacation slot becomes available and the Department does not have three (3) consecutive shifts to post notice, the employees must submit their requests on the same day as the notification of the vacancy.

All requests must be submitted in writing using the Department's "Vacation Change Request Form". Vacancies shall be awarded to the employee with the most seniority. In extenuating circumstances an e-mail notification may be accepted.

It is agreed that the Department will only be responsible for notification to those employees who are on-duty and shall not be responsible for the notification to those employees on ADO or other benefit time.

Section 10: Pay for Unused Vacation 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.

Article 26 - Jury Duty Pay & Judicial Proceedings

Section 1: Eligibility

All permanent employees are eligible for jury duty pay.

Section 2: Pay

- A. Twenty-four (24) Hour Shift Personnel: The District will pay an employee for time lost from his/her 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. Twelve (12) Hour Shift Personnel: The District will pay an employee for time lost from his/her regular schedule by reason of such jury service. Such calculated time lost shall not exceed twelve (12) hours in any day and forty-two (42) hours in any payroll week.
- C. Forty (40) Hour Personnel: The District will pay an employee for time lost from his/her 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. Personnel shall not be compensated beyond their scheduled shifts and/or forty (40) hours per week.
- D. If an employee is released from jury duty and half or more hours remain on his/her scheduled shift, s/he 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 his/her regularly-scheduled shift. Employees will be dismissed from duty at least twelve (12) hours prior to any jury duty.
- E. 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.
- B. Involvement in the above proceedings will be paid at one and one-half (1.5 %) times 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: Eligibility for Sick Leave

Employees shall receive sick leave based on the number of straight-time hours worked. Sick leave accrued in the first calendar year of service may not be used until six (6) months of continuous service have elapsed from the date of hire.

Section 2: Calculation of Accrued Sick Leave Hours

Bargaining unit employees shall receive paid sick leave on the basis of the straight time hours actually worked as follows:

- A. EMS Personnel-** EMS Personnel earn .03077 hours of sick leave for every straight-time hour worked.

The maximum amount of sick leave that may be accrued in one (1) calendar year is sixty-four (64) hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

- B. Forty (40) Hour Employees -**

Fire Inspectors and Sprinkler Technicians earn .03077 hours of sick leave for every straight-time hour worked.

The maximum amount of sick leave that may be accrued in one (1) calendar year is sixty-four (64) hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

- C. Forty-Eight (48) Hour/Week Employees –** 48-Hour Personnel earn .0625 hours of sick leave for every straight-time hour worked.

The maximum amount of sick leave that may be accrued in one (1) calendar year is one hundred fifty-six (156). Unused sick leave may be accumulated up to a maximum of four hundred eighty (480) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

- D. Twelve (12) Hour Shift Employees –** 12- Hour Shift Personnel earn .03461 hours of sick leave for every straight-time hour worked.

The maximum amount of sick leave that may be accrued in one (1) calendar year is seventy-two (72) hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this

amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

Section 3: Utilization of Sick Leave

- A. Once an employee has completed the eligibility requirement, sick leave shall be made available for use and can be used to recuperate from one's own illness or injury or the illness or injury of a dependent whose well-being the employee is responsible. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested by the employee.
- B. Proof of illness acceptable to the District, such as a medical certificate signed by a licensed physician, may be required to substantiate a request for just cause. Employees not furnishing proof of illness acceptable to the District when required will not be entitled to sick leave pay. Employees will not be entitled to sick leave on days on which they were not scheduled to work. All other requirements contained in the District's policy on Attendance/Punctuality will be followed by bargaining unit employees.
- C. An employee who reports for work after the start of his/her scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of his/her scheduled shift and the time the employee actually started to work.
- D. An employee who calls in sick and is documented by the District to be working in another capacity for any entity other than the District shall not be entitled to sick leave pay and may be subject to discipline, not excluding termination.

Section 4: Separation Payment

Employees who terminate their employment with the District and who do not fall into the categories of drunkenness, dishonesty, or illegal use or possession of controlled substances will be paid 100% of their sick balance. Terminations for the three (3) categories listed above will be paid 50% of their sick leave balance.

Section 5: Approved Personal Business (APB) Day

- A. Forty-eight (48) hour/week Employees: Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of four (4) shifts / ninety-six (96) hours of sick leave. APB's must be scheduled in advance and approved by the District. APB's must be taken in twenty-four (24) hour increments.
- B. EMS Team Personnel: Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of forty-eight (48) hours of sick leave. APB's must be scheduled in advance and approved by the District. APB's must be taken in full shift increments.
- C. Communicators: Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of sixty (60) hours of sick leave. APB's must be scheduled in advance and approved by the District. APB's must be taken in ten (10) or

twelve (12) hour increments.

- D. Fire Inspectors/Sprinkler Technicians: Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of forty-eight (48) hours of sick leave. APB's must be scheduled in advance and approved by the District. APB's must be taken in full shift increments.

Section 6: Approved Medical Leave Sick Bank

The District shall maintain a Sick Leave bank for each employee with the amount of hours equivalent to one (1) 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 LifeScan or similar vendor) of the member’s choosing.

The District intends on incorporating LifeScan 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 - Bulletin Boards

The District shall provide a bulletin board at each fire station location and one (1) in the Communicators', Fire Inspectors and Sprinkler Technicians', and Paramedics and EMTs' work areas for the posting of official Union notices. The boards shall be covered with glass and under lock. The keys shall remain in the possession of the on-duty Shift Steward and Commander. These boards shall be used for the display of the following notices: union meetings, union appointments, union elections, and official union social affairs and any union or District-issued information. It is agreed that no Union matter of any kind shall be posted in and about the premises of the District except on said boards. It is agreed by the union and management that it is the responsibility of each employee to be knowledgeable of notices posted. All such union notices shall bear a posting date.

Article 31 - Labor Management Communications Committee

Section 1: Establishing Committee

The District and the Union agree to establish a Labor Management Communications Committee composed of three (3) members from each party.

Section 2: Meeting Frequency

Meetings shall be held at least quarterly, but may be held more frequently with the mutual consent of both parties. At the initial meeting, the parties will establish rules of procedure for the conduct of the meetings. The function of the Communications' Committee will not be to hear or decide grievances, but to receive input, to disseminate information and to discuss other matters of common interest. In the event any topic of discussion of a Committee meeting is not resolved between the Committee members, it is understood and agreed that such issue will not then be submitted to the grievance arbitration procedures of the Agreement, unless such issue would otherwise qualify under this Agreement as a defined grievance.

Section 3: Waivers

Statements or actions by Union representatives on the Committee 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 wages, hours or terms and conditions of employment.

Article 32 - 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 33 - 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 34 - 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.

Specimen collection for purposes of testing associated with an accident will take place as soon as possible, under the circumstances.

- C. 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 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 re-analysis 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 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 waive 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 35 - Special Operations and Response (S.O.A.R.) Team

Section 1: Definition

It is recognized by the District that the need for a specialized team as defined below is essential to meet the changing needs of the community. Therefore, the Special Operations And Response Team, hereinafter referred to as the S.O.A.R. Team, will consist of qualified members trained to Technician level for the purpose of responding to the following: Hazardous Materials (HAZMAT) incidents, High Angle Rescue, Vehicle Machinery Rescue, Confined Space Rescue, Emergency Response to Terrorism (ERT) as needed, and other defined specialty functions.

All appropriate Emergency Services personnel will be trained to a level as determined by the District. To assist S.O.A.R. Team response, Fire Department personnel shall be certified by the District as follows:

- A. Communicators, Fire Prevention personnel and EMS Team personnel: Hazardous Materials Awareness Level
- B. All Suppression Response personnel will be trained to Operational Level for Hazardous Materials, High Angle Rescue, Confined Space Rescue, Trench Rescue, Surface Water Rescue, and Vehicle Machinery Rescue. The District will conduct operations level training for a minimum of one of the listed disciplines per year.
- C. Command Staff: Hazardous Materials Operational Level and Hazardous Materials Incident Command System (ICS) Training
- D. All Suppression Response Personnel assigned to the S.O.A.R. Team: Technician level Hazardous Materials, High Angle Rescue, Confined Space Rescue, and Vehicle Machinery Rescue.

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 requirements are to include baseline physicals as per Article 19, which should begin prior to becoming a S.O.A.R. Team member and are to be continued annually.

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 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.
- D. The Committee shall establish and maintain a "S.O.A.R. Team Candidate Interest List" at each quarterly meeting to provide to the Deputy Chief of Operations.

Section 4: Training

- A. It will be the responsibility of the District to provide and maintain all training, certifications and re-certifications related to S.O.A.R. Team Operations. The District will make notification of at least three months prior to the re-certification date(s).
- B. All training safety plans will be reviewed by the assigned S.O.A.R. Team Safety Officer for the exercise prior to the event. Training will be halted and/or canceled if a safety plan is not provided to and reviewed by the assigned S.O.A.R. Team Safety Officer. The assigned S.O.A.R. Team Safety Officer will be trained as an ISO (Incident Safety Officer).
- C. All specialized training must be conducted under a certified and recognized instructor in that particular field that has been reviewed by the S.O.A.R. Team Safety Officer (example: radioactive monitoring, biological monitoring, etc.). All equipment shall meet national standards and all personnel shall be trained in the proper use and general maintenance of the equipment. Proper training of new equipment will be done prior to placing all equipment in service. All Technician Level personnel will review equipment and procedures at least once annually. All other personnel will review procedures annually.
- D. Due to the need for specialized S.O.A.R. Team training, there will be required off- shift training. This training may be held in four (4), eight (8) or ten (10) hour increments and must be approved and scheduled in advance by the Deputy Chief of Operations. Technician level recertification training shall be provided for disciplines as defined in Section 1 of this article.
- E. All required training as defined in Section 1 of this article will normally be scheduled at least forty-five (45) days prior to training date. Excused absences will include but not be limited to ADO, Bereavement, Medical Leave, Sick Leave, Vacation and approved educational classes. Time Exchanges shall be considered an excused absence if an employee, prior to the posting of the mandatory .S.O.A.R. Team training schedule, submits a Time Exchange request form for the shift immediately preceding or following a previously selected vacation day or an employee's ADO. Time Exchange request forms submitted after the posting of the training schedule ("at least 45 days prior to training date") will not be considered an excused absence barring extraordinary circumstances. A bank of 88 hours will be available for S.O.A.R. team training. The training discipline and allotted hours (Maximum of 88) for said training will be determined by the S.O.A.R. Committee.

- F. When a S.O.A.R. Team member is removed from regularly scheduled duty to participate in group S.O.A.R. Team training, shift relief will be provided to maintain minimum staffing. Shift training provided by the S.O.A.R. Team leaders will be excluded. This training will be conducted in the same manner as other company training.
- G. All personal equipment recommended by the S.O.A.R. Team committee and deemed necessary by the District for the performance of all specialized rescue tasks shall be paid for and maintained by the District, to be issued and replaced as needed.
- H. The District and the Union agree that nighttime training may occur. All nighttime training will not normally continue past 0200 hours. The night time training will be in accordance with NFPA and OSHA guidelines as set up for specialized units. If on duty personnel are involved in the night time training, down time may be arranged by the on-duty Shift Lieutenant as approved by the on-duty Shift Commander.
- I. Recording of the training may be done to accomplish the education of other personnel not involved in the normal training for the specialized team.
- J. The District will furnish access to the following: NFPA Handbook; NFPA Fire Codes; EPCOT Fire Codes; OSHA Regulations; The Life Safety Code; as well as all related SOP's, GOP's and Guidelines, as deemed necessary by the S.O.A.R. Committee.

Section 5: Educational Assistance for Specialized Training

The District will provide one hundred percent (100%) of the cost for tuition and books for courses directly related to the S.O.A.R. Team for all S.O.A.R. Team members as approved by the Deputy Chief of Operations. These classes include, but are not limited to, those listed in Section 1 of this Article. The S.O.A.R. Team Committee may recommend the inclusion of additional classes which may be beneficial to the S.O.A.R. Team members to the Deputy Chief of Operations for consideration. The Deputy Chief of Operations, at his or her discretion, may accept or reject the recommendation. Educational reimbursement for non-S.O.A.R. members for any S.O.A.R. Team related class will be made consistent with Article 23, Section 4 for the cap. The employee may be placed on a modified work schedule to accommodate the training.

Section 6: Guidelines

- A. The District and S.O.A.R. Team Committee will develop and maintain administrative and operational guidelines for the training, response, and mitigation of HAZMAT, Collapse Rescue, High Angle Rescue, Vehicle Machinery Rescue, Confined Space Rescue, Trench Rescue, Surface Water Rescue, ERT, and other defined specialty functions.
- B. The wages, hours of work, working conditions, selection criteria, and other benefits for any future specialized team or newly created classification shall be in accordance with Article 13 Section 2 and Article 33 in the CBA.

Section 7: S.O.A.R. Team Qualifications, S.O.A.R. Team Candidate Interest List and Application Process

- A. The District shall determine the number of S.O.A.R. Team members. The minimum required classes to become eligible for the S.O.A.R. Team are to include the following certifications: Hazardous Materials Technician Level, Rope Operations, Confined Space Rescue, and Emergency Response to Terrorism (ERT). The Deputy Chief may appoint an employee from the S.O.A.R. Team Candidate Interest List to a vacant position. At the time of the appointment, a training schedule will be developed to allow the employee to acquire the necessary certifications required for Team Membership. New Team Members shall not be eligible for the S.O.A.R. Team differential or uniform insignia until they have obtained a Technician level certification in one of the required disciplines. Personnel newly appointed to the S.O.A.R. Team will be on a one (1) year S.O.A.R. Team probationary period. S.O.A.R. Team candidates must have a minimum of two (2) years' experience in the suppression section. Newly hired employees, not in a probationary status, who have documented previous experience on a special operations team or assigned to a special operations unit for a period of not less than one (1) year may be considered in lieu of the two (2) years' experience in the suppression section. These employees, prior to assignment to the S.O.A.R. team, will be evaluated and approved by the employee's S.O.A.R. Team Leader. In the event that no employees meet the desired qualifications, the Deputy Chief may appoint an employee from the S.O.A.R. Team Candidate Interest List to a vacant position. At the time of appointment, a training schedule will be developed to allow the employee to acquire the necessary certifications required for Team Membership. New Team Members shall not be eligible for the S.O.A.R. Team differential or uniform insignia until they have obtained a Technician level certification in one of the required disciplines.
- B. S.O.A.R. Team members who request removal from the S.O.A.R. Team must give a 30-day notice in writing to the Deputy Chief of Operations. The District reserves the right to hold the request in abeyance if a replacement is not available to assume the members place on the team. The employee shall return all issued equipment and the Deputy Chief of Operations will give the employee a station and ADO (if necessary) assignment.
- C. The District reserves the right to remove personnel from the S.O.A.R. Team for just cause or operational efficiency as determined by the Fire Chief. This removal will be based upon objective criteria as developed by the Committee with input from the employee's S.O.A.R. Team leader. The District retains the exclusive rights to remove employees from the S.O.A.R. Team as part of disciplinary actions or as part of an employee personal development plan. The employee shall return all issued equipment and the Deputy Chief of Operations will give the employee a station and ADO (if necessary) assignment.
- D. The "S.O.A.R Team Candidate Interest List" shall contain the names of individuals whom the Deputy Chief of Operations may call on to fill a vacant position. The individuals on the list shall be an employee who request to be on the list and will agree to fill the position when asked. If an employee on the list no longer desires to be on the "S.O.A.R. Team Candidate Interest List" they shall notify the Deputy Chief of Operations for removal from the list.

Article 36 – EMS Team

Section 1: Definition

The EMS Team personnel will consist of Emergency Medical Technicians and Paramedics who are State of Florida and Orange County certified. EMS Team personnel are not required to hold State of Florida Firefighter Certification or State Fire Inspector Certificates. It is agreed that these employees are emergency response / first responders and are not to be routinely utilized or work in permanent first aid facilities unless operated by the District and will not be used in a fire suppression capacity. As such, it is further agreed that EMS Team personnel who happen to hold State of Florida Firefighter Certification and/or State Fire Inspector Certificates are not employed to utilize these certifications. EMS Team personnel will not be considered, in any respect, in the operation and function of the Suppression/Operations Section or in layoffs.

Section 2: Staffing

1. It is not the intent of the District to replace current 48-hour personnel with 40-hour EMS Team personnel. The staffing levels of the 40-hour EMS Team will not affect or be counted in the normal staffing levels of the Suppression / Operations Division or the 48-hour shift personnel assigned to the EMS Division.
2. Paramedics and EMTs assigned to the EMS Team will not be used to operate or staff any transport capable unit, except during natural disasters, mass casualty incidents, and declared states of emergency.
3. 48-hour personnel will not routinely be assigned to EMS Team units during their normal 24-hour shift duty. 48-hour personnel will normally be utilized as short-term replacements when 40-hour personnel are utilized during emergency ambulance transports.
4. If 40-hour personnel become ill or injured during their shift, and no other 40-hour personnel are available, 48-hour personnel may be used until an overtime person is hired. A rescue will not routinely be removed from service to cover for an EMS Team unit.

Section 3: Overtime

1. Paramedics and EMTs will not be used as replacements or in an overtime capacity on any Suppression unit.
2. Suppression personnel will not be forced to work an EMS Team position.
3. All "325" coded and special event overtime will continue to be hired by the Union. Paramedics and EMTs will be placed in the Union's overtime program for regular rotation for this overtime.

Article 37 - 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: Alternate 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 38 - 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 of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement is held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

Article 39 - Term of Agreement

Section 1: Term

This Agreement shall be effective as of January 1, 2017 and shall continue in full force and effect until December 31, 2018. This Agreement shall be self-renewing on the first (1st) day of January 1, 2019 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 December 31, 2018 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 40 - Union Leave Account

Section 1: Authorized Use of Union Leave Account

The Union will maintain a Union Leave Account for the purpose of enabling the Union Officers, Executive Board Members, or their designees, to attend Union and professional development conferences, seminars and meetings without loss of pay or benefits provided there is an adequate balance in the Union Leave Account. These meetings shall include, but not be limited to grievances, arbitrations and negotiations.

Notifications for Union Leave shall be in writing and shall be submitted to the Fire Chief, or his 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.

The Union shall have the right to use shift exchange provisions as set forth in Article 12 for a Union Representative(s) who is authorized for Union Leave. The Union shall be entitled to make payments from the Union Leave Account directly to its members for exchange of time for all hours worked in connection with the time exchange. If the employer is requested by the Union to fill a vacancy which was created by a Union Representative(s) who is authorized for Union Leave then all salaries, wages and overtime pay, if any, incurred in replacing the Union Representative(s) authorized for Union Leave shall be deducted from the Union Leave Account. Authorization for Union Leave shall be limited by the amount available hours in the Union Leave Account.

Section 2: Deduction of Hours from Employee Benefit Time

On the last full pay period in December of each year, the Employer shall deduct from each Union Member's accumulated annual sick leave, vacation or combination thereof, as follows: four (4) hours from forty (40) hour employees' and twelve (12) hours from forty-eight (48) hour employees' accumulated annual vacation, sick leave, or combination thereof, and add it to the existing balance of the Union Leave Account.

By December 1st of each year, each Union Member shall notify the District, in writing, from which accumulated account(s) the employee wishes to have the four (4) or twelve (12) hour donation made for deposit into the Union Leave Account. If notice to the District is not received by December 1st, the deduction for the Union Leave Account shall be from the employee's Sick Leave bank. In the event the hours are not available in the Union Member's Sick Leave bank, the remaining hours will be deducted from the Union Member's Vacation bank.

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. The Union will encourage its Members to provide the District with a written designation by December 1st of each year, indicating if the Member wishes to utilize the Member's vacation account first. 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.

The District and the Union further agree that the deduction of Union Leave shall be pursuant to the "Rule of Ten" deduction system. Under the Rule of Ten, if at the time Union leave is requested, less than ten (10) personnel are scheduled off on the days for which Union leave is requested, the deduction(s) from the Union Leave account shall be made on an hour for hour basis. However, if ten (10) or more personnel are scheduled to be off on the days for which Union Leave is requested, the deduction(s) from Union Leave account shall be made on a one point five (1.5) hour per hour worked basis.

Section 3: Voluntary Deductions of Additional Time

By approval of the Union President, the Union may request from its members additional voluntary donations and deductions of paid time off. The voluntary donation may be deducted from an employee's annual vacation and/or sick leave accounts (or combination thereof) and must be in writing and accompanied by the signature of the employee donor volunteering for the deduction. All additional donations and deductions shall be credited to the Union Leave Account.

Section 4: Payment from Union Leave Account

Circumstances under which the Union Leave Account may be charged:

1. As defined in Article 40, Section 1.
2. In emergency circumstances, as designated and requested by the Union President or the Union President's designee.

Section 5: Professional Leave

The Employer may authorize absences with pay, referred to as Professional Leave, when believed to be in the best interest of the Department and/or the Employer. Absences authorized under this sub-Article are considered time worked for the purpose of overtime calculation. Absences for Professional Leave will not be deducted from the Union Leave Account.

Article 41 - EMS Committee

Section 1: Establishing Committee

The District and the Union agree to establish an EMS Committee composed of three (3) members from each party.

Section 2: Meeting Frequency

Meetings shall be held semi-annually, but may be held more frequently with the mutual consent of both parties. The function of the EMS Committee will not be to hear or decide grievances, but to receive input, to disseminate information and to discuss other matters of common interest. In the event any topic of discussion of a Committee meeting is not resolved between the Committee members, it is understood and agreed that such issue will not then be submitted to the grievance arbitration procedures of the Agreement, unless such issue would otherwise qualify under this Agreement as a defined grievance.

Section 3: Waivers

Statements or actions by Union representatives on the Committee 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 wages, hours or terms and conditions of employment.

Article 42 - Non Tobacco Use

All employees certified as a firefighter hired on or after October 1, 1989, shall be non-tobacco users as a condition of employment. In addition, as a condition of continued employment, they will refrain from the use of any type/kind of tobacco products at all times.

Employees who fail to comply with the provisions of this article will be given one (1) mandatory referral to the Employee Assistance Program prior to disciplinary action.

Article 43 – 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”

Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Communicator	38,500.00	40,623.11	42,863.31	45,227.04	47,721.12	50,352.74	53,129.48	56,059.35	59,150.79	62,412.71	65,854.51	69,486.11
	740.38	781.21	824.29	869.75	917.71	968.32	1,021.72	1,078.06	1,137.52	1,200.24	1,266.43	1,336.27
	18.51	19.53	20.61	21.74	22.94	24.21	25.54	26.95	28.44	30.01	31.66	33.41
EMT-40	36,500.00	38,512.82	40,636.64	42,877.58	45,242.10	47,737.02	50,369.51	53,147.18	56,078.02	59,170.49	62,433.50	65,876.44
	701.92	740.63	781.47	824.57	870.04	918.02	968.64	1,022.06	1,078.42	1,137.89	1,200.64	1,266.85
	17.55	18.52	19.54	20.61	21.75	22.95	24.22	25.55	26.96	28.45	30.02	31.67
PM-40	40,500.00	42,733.41	45,089.97	47,576.50	50,200.14	52,968.47	55,889.46	58,971.53	62,223.56	65,654.93	69,275.52	73,095.78
	778.85	821.80	867.11	914.93	965.39	1,018.62	1,074.80	1,134.07	1,196.61	1,262.59	1,332.22	1,405.69
	19.47	20.54	21.68	22.87	24.13	25.47	26.87	28.35	29.92	31.56	33.31	35.14
Inspector	47,000.00	49,197.75	51,498.26	53,906.35	56,427.04	59,065.60	61,827.55	64,718.64	67,744.92	70,912.71	74,228.63	77,699.60
	903.85	946.11	990.35	1,036.66	1,085.14	1,135.88	1,188.99	1,244.59	1,302.79	1,363.71	1,427.47	1,494.22
	22.60	23.65	24.76	25.92	27.13	28.40	29.72	31.11	32.57	34.09	35.69	37.36
Sprinkler Tech	47,000.00	49,197.75	51,498.26	53,906.35	56,427.04	59,065.60	61,827.55	64,718.64	67,744.92	70,912.71	74,228.63	77,699.60
	903.85	946.11	990.35	1,036.66	1,085.14	1,135.88	1,188.99	1,244.59	1,302.79	1,363.71	1,427.47	1,494.22
	22.60	23.65	24.76	25.92	27.13	28.40	29.72	31.11	32.57	34.09	35.69	37.36
Firefighter/EMT	47,000.00	49,197.75	51,498.26	53,906.35	56,427.04	59,065.60	61,827.55	64,718.64	67,744.92	70,912.71	74,228.63	77,699.60
	903.85	946.11	990.35	1,036.66	1,085.14	1,135.88	1,188.99	1,244.59	1,302.79	1,363.71	1,427.47	1,494.22
	18.83	19.71	20.63	21.60	22.61	23.66	24.77	25.93	27.14	28.41	29.74	31.13
Firefighter/Paramedic	55,000.00	57,251.01	59,594.15	62,033.19	64,572.05	67,214.82	69,965.76	72,829.28	75,810.00	78,912.71	82,142.41	85,504.29
	1,057.69	1,100.98	1,146.04	1,192.95	1,241.77	1,292.59	1,345.50	1,400.56	1,457.88	1,517.55	1,579.66	1,644.31
	22.04	22.94	23.88	24.85	25.87	26.93	28.03	29.18	30.37	31.62	32.91	34.26
Driver/Operator	53,500.00	55,741.99	58,077.94	60,511.78	63,047.62	65,689.72	68,442.54	71,310.72	74,299.10	77,412.71	80,656.80	84,036.84
	1,028.85	1,071.96	1,116.88	1,163.69	1,212.45	1,263.26	1,316.20	1,371.36	1,428.83	1,488.71	1,551.09	1,616.09
	21.43	22.33	23.27	24.24	25.26	26.32	27.42	28.57	29.77	31.01	32.31	33.67
Lieutenant	61,000.00	63,283.45	65,652.38	68,109.99	70,659.59	73,304.63	76,048.69	78,895.47	81,848.81	84,912.71	88,091.30	91,388.88
	1,173.08	1,216.99	1,262.55	1,309.81	1,358.84	1,409.70	1,462.47	1,517.22	1,574.02	1,632.94	1,694.06	1,757.48
	24.44	25.35	26.30	27.29	28.31	29.37	30.47	31.61	32.79	34.02	35.29	36.61

ADDENDUM "B"

**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:

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

ADDENDUM "C"

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 _____.

Out of Classification Shift Exchange – Payback

MEMORANDUM OF UNDERSTANDING

MOU #: 2017-MOU-001

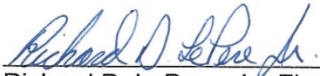
SUBJECT: Out of Classification Shift Exchange - Payback

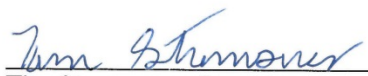
ARTICLE: 2017-2018 Collective Bargaining Agreement, Article 12

DATE: April 24, 2017

The Union and the District agree, and it is understood, regarding the 2017 – 2018 ed. of the "A" Unit Collective Bargaining Agreement, *Article 12, Shift Exchange, Section 2, 24-Hour Shift Personnel*, personnel who owe a time payback to another employee, and that payback will result in violating the aforementioned article, the employee shall have until August 31, 2017 to complete the out of classification time payback. Effective September 1, 2017, out of classification time paybacks will not be permitted that do not meet the language outlined in the current Collective Bargaining Agreement.

This only pertains to out of class time paybacks. All time trades must follow the current Collective Bargaining Agreement.


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


Tim Stromsnes, President
IAFF Local 2117

Working Out of Classification – Driver Operator

MEMORANDUM OF UNDERSTANDING


MOU #: 2017-MOU-002

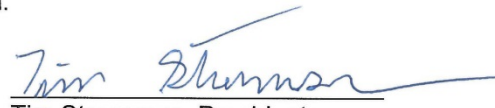
SUBJECT: Working out of Classification – Driver Operator

ARTICLE: 2017-2018 Collective Bargaining Agreement, Article 11

DATE: April 24, 2017

The Union and the District agree, and it is understood, regarding the 2017 – 2018 ed. of the “A” Unit Collective Bargaining Agreement, *Article 11, Working out of Classification, Section 1, Working out of Job Classification*, all move-up Driver Operators must possess a current State of Florida Fire Apparatus and Pump Operators Certification by April 30, 2018. Effective May 1, 2018, personnel who desire to be eligible to move up to Driver Operator must have all of the requirements in Article 11, Section 1C, and possess a current State of Florida Fire Apparatus and Pump Operators Certification.


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


Tim Stromsnes, President
IAFF Local 2117

Overtime – Mandatory Meetings and Training

MEMORANDUM OF UNDERSTANDING

MOU #: 2017-MOU-003

SUBJECT: Overtime – Mandatory Meetings and Training

ARTICLE: 2017-2018 Collective Bargaining Agreement, Article 10

DATE: April 24, 2017

The Union and the District agree, and it is understood, regarding the 2017 – 2018 ed. of the “A” Unit Collective Bargaining Agreement, *Article 10, Hours of Work and Overtime, Section 4, Overtime*, personnel who are issued a personnel order to attend training or meetings while they are scheduled to be off duty shall be paid overtime regardless of any benefit time utilized during the pay period of the training or meeting (vacation, personal holiday, sick time).



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



Tim Stromsnes, President
IAFF Local 2117

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

FOR THE REEDY CREEK
FIREFIGHTERS ASSOCIATION

FOR THE REEDY CREEK
IMPROVEMENT DISTRICT

Timothy B. Stromsnes
President
Local #2117

Donald R. Greer
President
Board of Supervisors

Sean Pierce
Vice-President
Local #2117

John Classe
District Administrator
Reedy Creek Improvement District

Ryan O'Reilly
Secretary
Local #2117

Tracy Schrey
Human Resources Manager
Reedy Creek Improvement District

Richard D. LePere, Jr.
Fire Chief
Reedy Creek Improvement District

MEMORANDUM OF UNDERSTANDING


MOU #: 2017-MOU-004

SUBJECT: Working out of Classification – Lieutenant

ARTICLE: 2017-2018 Collective Bargaining Agreement, Article 11

DATE: May 17, 2017

The Union and the District agree, and it is understood, regarding the 2017 – 2018 ed. of the "A" Unit Collective Bargaining Agreement, *Article 11, Working out of Classification, Section 1, Working out of Job Classification*, all move-up Lieutenants must possess a current State of Florida Fire Apparatus and Pump Operators Certification by Saturday, September 16, 2017. Effective Sunday, September 17, 2017, personnel who desire to be eligible to move up to Lieutenant must have all of the requirements in Article 11.


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


Tim Stromsnes, President
IAFF Local 2117