

AGREEMENT
Between
The City of Orlando



and

International Association of Firefighters
Local 1365



District Chiefs
October 1, 2017 through
September 30, 2019

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ARTICLE 1 RECOGNITION

The City of Orlando recognizes the status of Local 1365, International Association of Firefighters, by virtue of Florida Statutes, Section 447.307, of the Florida Public Employees Relations Act and its certification by the Florida Public Employees Relations Commission in Case No. RC-98-099, as may be amended, and as a consequence thereof, the City recognizes the IAFF, Local 1365, as the exclusive Collective Bargaining representative of all full-time employees of the City Of Orlando Fire Department in the classification of shift District Chief and excluding Fire Chief, Deputy Chiefs, Assistant Chiefs, District Chief - EMS, District Chief - Special Investigation Services Bureau, and all other City employees. The hours or schedule a District Chief works shall not in and of itself exclude a District Chief from the Unit. A new District Chief title with different functions may or may not be in the Bargaining Unit.

ARTICLE 2 MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the City, in order to accomplish its objectives, may exercise all previous rights, prominent among which, by no means wholly inclusive are: retention and reservation of all its normal and inherent rights to manage its affairs in all respects, in accordance with its responsibilities, whether exercised or not, including, but not limited to its rights to determine and from time to time to re-determine:

- A. The number, location and type of work forces, facilities, operations and methods, processes and equipment to be employed.
- B. The scope of services to be performed.
- C. The method of service and the schedule of work time.
- D. To discontinue conduct of its mission or operations in whole or in part.
- E. To determine whether and to what extent the work required in its operations shall be performed by employees covered by any existing Bargaining Agreement.
- F. To transfer its work from or to, either in whole or in part, any of its work forces or facilities and locations.
- G. To determine the number, types and grades of positions or employees assigned to an organization or unit, department, or project.
- H. To establish and change work schedules, assignments and facility locations.
- I. To hire, transfer, promote or demote employees.
- J. To lay-off, terminate, or otherwise relieve employees from duty for lack of work or for other legitimate reasons.
- K. To suspend, discharge, or discipline employees for just cause.
- L. And otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the City.

ARTICLE 3 PREVAILING RIGHTS

All terms and conditions of employment enjoyed by a majority of the District Chiefs at the time of ratification of the Agreement which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement subject, however, to change by mutual consent of the City and the Union.

**ARTICLE 4
(INTENTIONALLY BLANK)**

ARTICLE 5 MANNING

The parties to this agreement recognize the benefits of adequate manning of equipment. It is agreed that Fire Department Management has a continuing responsibility to provide proper and safe manning levels.

The Orlando Fire Department will monitor and strive to comply with the benchmarks outlined in NFPA 1710.

**ARTICLE 6
PERSONNEL SERVICE**

Management shall not assign duties that are not related to the Fire Department's activities.

ARTICLE 7 EMPLOYEE DISCIPLINARY PROCEDURES

7.1 Investigations and discipline will be administered in accordance with the procedures outlined in Orlando Fire Department General Order Incident Reporting and Investigative System (I.R.I.S.).

7.2 Types of Discipline:

All Discipline and Discharge shall be for just cause. The types of discipline shall be as follows:

1. Verbal Reprimand
2. Written Reprimand
3. Suspension Without Pay up to two hundred forty (240) work hours per violation.
4. Demotion
5. Termination

Discipline will normally be progressive for similar violations after an appropriate initial discipline is established. Initial discipline will depend upon the severity of the infraction and the employee's disciplinary history. Initial discipline may be revised over time if the previous discipline is no longer considered appropriate. An employee's seven (7) year prior disciplinary history and the seriousness of the offense will be important factors in determining discipline.

7.3 An employee suspended for disciplinary reasons without pay will be permitted the option to request the forfeiture of accrued personal leave in lieu of a suspension without pay, provided the violation does not involve criminal activity or indebtedness to the City. However, granting the forfeiture of Personal Leave by a member in lieu of the first twenty-four (24) hours of suspension without pay is at the sole discretion of the Fire Chief or his designee who shall be at the rank of Deputy Chief.

ARTICLE 8 RULES AND REGULATIONS

- 8.1 The provisions of this contract shall not be construed to repeal, amend, or modify the provisions of any law or ordinance establishing a merit or Civil Service system for public employees or the rules and regulations adopted pursuant thereto, unless the provisions of such merit or Civil Service system laws, ordinances or rules and regulations adopted pursuant thereto are in conflict with the provisions of this contract in which event such laws, ordinances, or rules and regulations shall not apply.
- 8.2 Rules and Regulations for the purpose of this Agreement shall be defined as and include: Orlando Fire Department Rules and Regulations, General Orders, Special Orders, Technical and Procedural Information Recording systems, Directives and any memorandum or other document affecting terms or conditions of employment.
- 8.3 Rules and Regulations in effect as of the effective date of this agreement shall be the basis of proposed changes and additions to Department Rules and Regulations. Such proposed changes or additions in Rules and Regulations which apply to members of the Bargaining Unit shall be forwarded to the Union at least twenty (20) working days prior to the proposed implementation. The Union may present written comments on the proposed initial Rules and Regulations and proposed additions and changes thereto. The parties agree that Rules and Regulations relating to mandatory subjects of collective bargaining shall not be changed, amended or abridged except by mutual consent.
- In the event Management proposes to change or formulate a rule or procedure, and the parties disagree as to whether the new or modified rule or procedure requires the mutual agreement of the parties, and/or the parties are unable to agree on the proposed rule or procedure, the Union may submit the dispute for resolution pursuant to the procedures contained in Articles 10 and 11.
- 8.4 The Union agrees that its members shall comply with all fire Department Rules and Regulations, including those related to conduct and work performance. No disciplinary action will be taken for violation of a posted Rule or Regulation until the employee has completed one (1) duty shift after posting. (For purposes of this article, the term "posting" is expanded from its traditional meaning to include distribution by e-mail or by other electronic means.

- 8.5 If in the sole discretion of the Mayor, or in his absence the City Official so designated by law to act in his stead, it is officially declared that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, the provisions of the Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary benefits shall not be suspended. This provision is subject to grievance and arbitration procedures.
- 8.6 Nothing in this Article shall preclude the Union from impact bargaining over issues, which may affect Bargaining Unit Members.

ARTICLE 9 INVESTIGATIONS

9.1 DEFINITIONS

“Informal Inquiry” means a meeting by supervisory or management personnel with a Unit member 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.

“Interrogation” means the questioning of a firefighter by an employer in connection with the 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.

9.2 INFORMAL INQUIRIES

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

- A. An “informal inquiry” normally relates to matters of a routine and non-criminal nature.
- B. It shall normally be conducted by the employee’s immediate supervisor, in a one-to-one setting, during the employee’s regularly scheduled working time and at his regularly assigned duty station. An informal inquiry may also be conducted by telephone by staff personnel, especially in cases of telephone inquiries by private citizens about a recent incident/alarm. Such telephone inquiries will normally be during duty hours and shall not be initiated by S.I.S. staff.
- 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. At the outset of the inquiry or the investigation, which the employer deems an informal inquiry, the employee shall immediately be informed of his right at any time to have the inquiry halted and treated as a formal investigation.

9.3 INTERROGATIONS – FORMAL

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

- A. The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the accused is off duty at the time of the interrogation, the time spent by the accused in the interrogation shall be considered time worked and appropriately compensated. If it occurs while on duty, a commanding officer or a supervisor of the accused shall be notified of the interrogation.
- B. If the interrogation is conducted by or for the Department, it shall take place as designated by the investigator at the facility where the investigating officer is assigned or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred.
- C. The accused shall be informed of 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. The accused shall be informed in writing of the nature of the investigation prior to any interrogations, which 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, and the names of all known complainants.
- 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. If the investigation is anticipated to result in formal disciplinary action, a complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the Member under investigation shall be entitled to a copy. Such record may be electronically recorded.
 - H. No mechanical device, including, but not limited to polygraph, psychological stress evaluator, et al, shall be forced onto an accused, nor shall disciplinary action be taken against an accused who refuses to submit to such testing.
 - I. If the accused is under arrest or is likely to be arrested as a result of this interrogation, he shall be fully informed of his legal rights prior to the interrogation.
 - J. At the request of the accused, he shall have the right to be accompanied by counsel or any other representative of his choice during the entire interrogation.
 - K. Where an attorney or employee representative is requested but cannot be present within six (6) hours of notification, the employee shall be required to obtain another representative or counsel. When an employee representative or counsel is present, he shall not interfere with the interrogation of the employee, but may, before the interrogation is concluded, be permitted to ask additional questions of the accused employee.
 - L. In order to be deemed timely, excluding situations which might result in criminal charges, an investigation shall begin within fourteen (14) working days, weekends and holidays excluded, from the time the Fire Chief or S.I.S. Commander becomes aware of the alleged misconduct. A situation involving potential criminal charges may be investigated at any time at the Fire Chief's sole discretion.
- 9.4 When an employee is being investigated, he shall be informed within the next three (3) working days after the investigator has been assigned. All materials and written documentation then available will be provided at that time. Materials and written documentation subsequently developed for the investigation shall be made available with the investigation report, when requested, for review by the employee being investigated or his representative or counsel. Upon completion of the investigation, the employee will be provided a copy of the entire case file upon request.

9.5 SERVICE OF NOTICES, ORDERS AND DISCIPLINE

An employee shall be considered served when department paperwork is delivered to his person or when delivered to his listed residence, as attested by 1). Receipt of Certified Mail, or 2). As witnessed by two (2) employees of the Orlando Fire Department one of whom is the President of IAFF, Local 1365 or designee.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 Rules of Grievance Processing

- A. If the grievance is not processed by the City within the time limited provided for that step, the grievance shall automatically proceed to the next step. If the grievance is not processed by the Union within the time provided for that step, the grievance shall be considered dropped.
- B. Each successive step in this procedure must be followed in order. In the case of suspension or discharge, either party may unilaterally waive Step One and Step Two and proceed directly to Step Three. Union grievances may be entered at Step Two or Three as appropriate.
- C. Each party shall make arrangements for the witnesses called by its side at each step in the procedure.
- D. The names of Union Representatives involved in handling grievances shall be promptly filed by the Union in writing to the Division Manager of Human Resources.
- E. The parties recognize that it is important that grievances be processed and resolved as rapidly as possible. Therefore, the number of days indicated in each step of the Grievance Procedure should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may be extended by mutual agreement as evidenced by waiver in writing signed by an authorized representative of the City and the Union.
- F. All days listed in the Grievance Procedure are calendar days, with City designated holidays and weekends excepted. For the purpose of calculating dates in this Article, the day after the triggering event will be considered day one and 5:00 p.m. on the 5th or 10th day will be the deadline. If the 5th or 10th day falls on a Saturday or Sunday, 5:00 p.m. the following Monday will be the deadline.

10.2 A grievance is a dispute, claim, or complaint filed by a Bargaining Unit employee or the Union arising under the Terms of this Agreement. Grievances are limited to matters of interpretation or application of the provisions of this Agreement and any grievance filed shall contain a complete statement of the grievance, reference to the provision, or

provisions of the Agreement alleged to have been violated and state the remedy or correction requested.

- 10.3 Copies of the grievance responses at each step will be forwarded to the City's Labor Relations Office and the Union office, by the responding party.
- 10.4 The disposition, resolution or settlement of any dispute, including grievances, shall have no effect on any other dispute or grievance unless agreed to by the parties in writing.
- 10.5 Grievance shall be processed in accordance with the following procedures: Any grievance initiated by a member of the District Chief Bargaining Unit begins at Step One.

STEP ONE

The aggrieved employee or Union shall file the grievance in writing with the Assistant Chief within ten (10) days from the occurrence or when the employee has knowledge of this action or the event which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of a grievance filed directly by an employee, the Assistant Chief shall forward the grievance to the Union Office and the Division Manager of Human Resources. The Union may, within five (5) days from the receipt of the grievance, amend the original grievance and file the amended grievance with the Assistant Chief. The Assistant Chief will make a decision and communicate it to the employee and the Union on the prescribed form within ten (10) days from the date the grievance or the amended grievance was received.

STEP TWO

If the grievance has not been satisfactorily resolved at Step One, the employee or the Union may forward the grievance form to the Deputy Chief concerned within ten (10) days from the Assistant Chief's decision in Step One. Within ten (10) days from the receipt of the grievance at Step Two, the Deputy Chief shall gather the facts and may conduct a meeting with the Union Representative and the aggrieved employee. The Bureau Commander shall respond to the employee and Union in writing of his decision within ten (10) days from the grievance was received or following the meeting date, whichever date is later.

STEP THREE

If the grievance is not satisfactorily resolved at Step Two, the aggrieved employee or the Union may, within ten (10) days following the answer at Step Two, present the written grievance to the Fire Chief. Upon receipt of a grievance originally filed at Step Three the Fire Chief shall forward the grievance to the Union Office. The Union may, within ten (10) 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 may, within ten (10) days of receipt of the grievance from Step Two or an un-amended grievance originally filed at Step Three, or within ten (10) days of receipt of an amended grievance, conduct a meeting with the employee, the Union Representative and Division Manager of Human Resources or designee. The Fire Chief will notify the employee, the Union and the Section of Labor Relations of his decision in writing within ten (10) days after the grievance was received or following the meeting date, whichever date is later.

All decisions on grievances will become final only after they have been reviewed and approved by the next higher-ranking Chief Officer. If the next ranking officer does not act within ten (10) days of receipt of the grievance, then the decision of the lower ranking officer will be final for that step.

ARTICLE 11 ARBITRATION

- 11.1 If any grievance is not satisfactorily resolved by the Grievance Procedure, Article 10, within fifteen (15) business days after receipt of the decision from Step Three, the Union, or an individual grievant if permitted to do so by the Union, may give to the City a written notice of his desire to submit the matter to arbitration (This individual grievant will stand in the shoes of the Union for the purpose of the remainder of this Article).
- 11.2 Within five (5) business days from the receipt of such notice by the City, a letter shall be directed by the Union to the American Arbitration Association or the Federal Mediation and Conciliation Service requesting a list of arbitrators. Within ten (10) business days after receipt of the list of arbitrators, the parties shall meet to strike names. The Union and the City will alternately eliminate one (1) at a time from said list of persons until only one (1) remains and this person shall be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations. If the selected arbitrator is unable to serve in a timely manner, the parties may agree to select from the remaining names on the list or may agree to request a new list.
- 11.3 The Arbitrator shall be selected from a panel of Arbitrators furnished by the American Arbitration Association or the Federal Mediation and Conciliation Service. The Rules of the American Arbitration Association or the Federal Mediation and Conciliation Service shall govern the selection of an Arbitrator.
- 11.4 It is contemplated that the City and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing. If this is done, the arbitrator shall confine his decision to the particular matter specified in the Submission Agreement. In the event of failure of the parties to so agree on a statement of the issue(s) to be submitted, the arbitrator will confine his consideration to the written statement of the grievance presented at the initial Step of the grievance procedure.
- 11.5 As promptly as possible after the arbitrator has been selected, 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 City in writing. It will be the obligation of the arbitrator to the City and the Union to make every effort to rule on the case(s) heard by him within thirty (30) calendar days of the hearing.

- 11.6 The arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him in writing by the Union and the City if jointly agreed or, if not, only upon written grievance as initially filed or as amended pursuant to Article 10 of this Agreement. He shall have no other authority to consider or rule upon any other matter.
- 11.7 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 City, the Union, or the employee(s), or to establish or change any rate of pay which has been set by this Agreement.
- 11.8 The decision of the arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved.
- 11.9 All claims for back wages shall be limited to the amount of ordinary wages that the employee otherwise would have earned from employment by the City. In making any awards for back wages, the arbitrator shall consider any arguments concerning any income received by the employee during the relevant time period. All claims for any other sums of money shall be limited to monies or benefits payable under this Agreement.
- 11.10 The expense of the arbitration shall be borne equally by the parties. Where the Union is not a party and does not represent the aggrieved employee in the arbitration proceedings, the employee will bear one-half (1/2) of the cost of the compensation and expenses of the arbitrator. 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.
- 11.11 The party requesting arbitration may withdraw from the arbitration proceedings at any time, however, the withdrawing party shall assume full responsibility for any arbitrator costs related thereto. Any party requesting a postponement of an arbitration proceeding will be responsible for payment of any costs, cancellation or other fees due to the arbitrator because of the postponement.
- 11.12 If the grievant is not represented by the Union at the arbitration proceedings, the City shall require the grievant to make an appropriate deposit of cash, money order, or certified check to be held by the City in escrow toward payment of that party's estimated 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) calendar days prior to the date of the scheduled arbitration hearing.

ARTICLE 12 WORK SCHEDULE

- 12.1 The workday for the combat members shall be twenty-four (24) hours starting at a time between 6:00 a.m. - 8:00 a.m. The workweek shall be scheduled with twenty-four (24) continuous hours on duty followed by forty-eight (48) continuous hours off duty with a Kelly Day (twenty-four (24) hours off duty) scheduled every eighth (8th) shift. Combat members shall be entitled to two (2) additional Kelly Days to be picked annually in conjunction with vacation picks, but only after the vacation picks have been selected, thereby effectively reducing the workweek to forty-eight (48) hours per week for payroll purposes. Kelly Days may be exchanged upon approval of the Fire Chief, or his designee.
- 12.2 The hours of work for the non-combat members of the Bargaining Unit shall normally be forty (40) hours, Monday through Friday, with a one (1) hour unpaid daily lunch period. Length of shift and number of days may vary with assignment.
- 12.3 Training Schedule
- Those combat members who work a twenty-four (24) hour shift may request, or be required, to attend training sessions on an eight (8) hour per day basis for the purpose of reinforcing or updating existing skills or attaining new skills. Such training per individual shall be limited to a total of twenty (20) days per fiscal year, unless a higher number is mutually agreed to by the employee and the Fire Chief.
- 12.4 Employees on duty during the changeover from standard time to Daylight Savings Time shall be paid their regular hours without loss of pay. Employees on duty during the changeover from Daylight Savings Time to standard time shall be compensated for the additional time worked.

ARTICLE 13 REDUCED ACTIVITY PERIODS

- 13.1 The use of beds will be permitted for all employees after 2130 hours. The period that an employee may sleep will be from 2130 hours until 0600 hours. When there has been a demonstrated problem or activity requiring immediate attention, such duties as exit checks or other inspections may be performed at any hour.
- 13.2 Hurricanes, riots, flood or emergencies that demand extended tours of duty or recall to duty will permit use of beds at the discretion of the Assistant Chief.
- 13.3 Any time an employee becomes ill while on shift, his immediate Supervisor may permit the employee to use the bed.
- 13.4 Between 2100 hours and 0700 hours, no employee will be required to engage in routine Station maintenance or clean up.
- 13.5 Night training will be conducted between 1800 and 2200 hours. Night training sessions shall be limited to three (3) hours in duration and no more than five (5) sessions per training calendar year unless additional night training is required by ISO Rating Service.
- 13.6 On those occasions when night training is scheduled, the scheduling of other work activities shall continue as per current practice.
- 13.7 Those combat members who are schedule to work on a recognized holiday (excluding employee birthday) will not be required to participate in or attend any training sessions.

ARTICLE 14 PAY PERIOD

Members of the Bargaining Unit will be paid bi-weekly through use of either Direct Deposit or a Pay Card program to be implemented by the City.

ARTICLE 15 PAY PLAN

15.1 The following Pay Plan shall apply for the duration of this contract only:

A. For the fiscal year October 1, 2017 through September 30, 2018, the following shall apply:

1. Upon ratification of this Agreement by both parties, all active District Chiefs in Grades 1 through 9 below shall advance one Grade on their annual rank anniversary date. If any active District Chief's rank anniversary date falls on or after October 1, 2017, but before ratification of this agreement by both parties, the one Grade advancement shall be made retroactive to the active District Chief's rank anniversary date. In order to receive retroactive payment, the District Chief must be an active employee at the time of retroactive payment, and this Agreement must be ratified by the bargaining unit members by October 12, 2018. If this Agreement is ratified by the bargaining unit members after October 12, 2018, each District Chief will advance to the next Grade on his or her next anniversary date during the fiscal year October 1, 2018 to September 30, 2019 but will not receive retroactive pay. If an employee does not receive an overall mid-year and annual evaluation of at least meets standards, the employee must make immediate improvement and will not receive the next anniversary salary Grade increase he or she might otherwise receive.

Grade

1	\$ 95,745.22
2	\$ 97,626.18
3	\$ 99,588.42
4	\$101,623.33
5	\$103,646.69
6	\$105,725.09
7	\$107,789.46
8	\$109,957.72
9	\$112,200.85
10	\$114,431.08

2. Hourly rates for computing biweekly pay shall be calculated by dividing the applicable salary by 2,080 for employees assigned to a forty (40) hour schedule and by 2,496 for those employees assigned to a forty-eight (48) hour schedule.
3. Those active District Chiefs in top Grade 10 prior to September 24, 2017 will receive, if this Agreement is ratified by the bargaining unit members by October 12, 2018, a pensionable lump sum payment equal to 2% of their Grade 10 step amount set forth above (lump sum equals \$2,288.62). The District Chief must be an active employee at the time the lump sum is paid.

B. For the fiscal year October 1, 2018 through September 30, 2019, the following shall apply:

1. Inasmuch as all District Chiefs are required to be certified as Emergency Medical Technicians (EMTs) as a minimum job requirement before hire, and becoming an EMT is no longer an incentive, effective September 23, 2018 the EMT incentive pay of \$3,259.62 set forth in Article 19 of this Agreement, and specifically Section 19.1, will no longer be separately provided to District Chiefs, but will instead be added to base pay in Grades 1 through 8 as follows:

Grade (Scale After EMT Incentive Adjustment)

<u>Grade</u>	
1	\$99,004.84
2	\$100,885.80
3	\$102,848.04
4	\$104,882.95
5	\$106,906.31
6	\$108,984.71
7	\$111,049.08
8	\$113,217.34

2. Effective September 23, 2018, all active District Chiefs in Grades 1 through 8 will have their base salaries increased as set forth immediately above, and the EMT incentive previously set forth in Article 19, Section 1, shall no longer be separately provided.
- 3 Those active District Chiefs in Grade 8 prior to September 23, 2018 will receive a

pensionable lump sum payment equal to 2% of their Grade 8 amount prior to EMT adjustment (\$2,199.15). The District Chief must be an active employee at the time the lump sum is paid.

4. On October 1, 2018, Grades 9 and 10 of the Grade Scale will be eliminated utilizing the following methodology:

a. Those District Chiefs in Grade 9, if any, as of September 23, 2018 (\$112,200.85) will receive on September 23, 2018: (1) a 2% pensionable lump sum payment of \$2,244.01; and (2) an EMT incentive adjustment to base pay of \$3,259.62 for a total base pay of \$115,460.47 (\$112,200.85 initial base plus \$3,259.62 EMT incentive). Grade 9 will thereafter be eliminated from the Grade scale.

b. Those District Chiefs in Grade 10, if any, as of September 23, 2018 (\$114,431.08) will receive on September 23, 2018: (1) a 2% pensionable lump sum payment of \$2,288.62; and (2) an EMT incentive adjustment to base pay of \$3,259.62 for a total base pay of \$117,690.70 (\$114,431.08 initial base plus \$3,259.62 EMT incentive). Grade 10 will thereafter be eliminated from the Grade scale.

5. During the fiscal year October 1, 2018 through September 30, 2019, all active District Chiefs in Grades 1 through 7 (after the EMT incentive adjustment to base pay) shall advance one Grade on their annual rank anniversary date. If an employee does not receive an overall mid-year and annual evaluation of at least meets standards, the employee must make immediate improvement and will not receive the next anniversary salary Grade increase he or she might otherwise receive.

15.2 Those promoted into the Unit as new District Chiefs start at Grade 1.

15.3 Denial of an Anniversary Grade Increase is subject to expedited arbitration. In the event the employee is denied an Anniversary Grade Increase, the City must establish that it has previously notified the employee, in writing, of performance shortcomings and provided for adequate time for the employee to modify performance.

15.4. All future increases in pay beyond the expiration of this Agreement, if any, including grade/step increases, top step lump sum payments or any other adjustments to pay under this Article, shall be subject to negotiations by the parties.

ARTICLE 16 CALLBACK

Current policies and practices regarding working beyond the normal work schedule shall be continued during the term of this agreement unless any changes are mutually agreed.

**ARTICLE 17
(INTENTIONALLY BLANK)**

**ARTICLE 18
WORKING OUT OF CLASSIFICATION**

The City agrees that any time an employee is temporarily assigned to a position higher than his normal job classification shall be paid an additional amount as follows:

48-hour employees (Shift Personnel)

Employees temporarily assigned to four (4) or more hours in a shift.

40-hour employees (Day Personnel)

Employees temporarily assigned to eight (8) or more hours in a workday.

Working As	Rate
Division/Assistant Chief	\$90.00

**ARTICLE 19
OTHER COMPENSATION**

19.1 COMPENSATION

- A. Effective with the fiscal year beginning October 1, 2018, EMT pay in the amount of \$125.27 on a biweekly basis has been included in base pay (\$3,259.62 annually). The City Agrees to pay those employees certified as Paramedic an additional amount of \$233.98 on a his bi-weekly basis (\$6,083.48 annually).
- B. A Bargaining Unit member currently Certified as a Paramedic may allow the Paramedic Certification to lapse or may turn in the Certification to the State of Florida at his discretion.
- C. Those bargaining unit members currently or subsequently receiving Paramedic Certification Pay shall continue to do so as long as they remain Certified Paramedics.

19.2 Longevity

- A. In the first full pay period of each fiscal year all Bargaining Unit members shall receive the following annual longevity payment based upon their date of credited pension service as a Sworn Civil Service employee as of the last day of the preceding fiscal year. Such amount shall be considered earned as of the final day of the fiscal year. Payment of the longevity sum shall be made annually on the first pay period in October.

Years of Service	Amount
0 to less than 5 years	0.00
5 to less than 10 years	\$600.00
10 to less than 15 years	\$1,100.00
15 to less than 20 years	\$1,600.00
20 to less than 22 years	\$2,000.00
22 years or more	\$2,300.00

- 19.3 Those employees who retire with twenty (20) years or more of service, based upon their date of credited pension service as a Sworn Civil Service employee, will receive a prorated

share of their longevity based upon the number of complete months served in their final year of employment.

- 19.4 Those employees who retire with a line-of-duty disability will receive a prorated share of their longevity based upon the number of complete months served in their final year of employment.

ARTICLE 20 PENSION

- 20.1 Bargaining Unit members will contribute 6.99% of their pensionable income to the pension fund, said amount to be deducted from each paycheck. In addition, should the actuarial cost of the "twenty years and out," the "68/85 modification" " and/or the COLA benefits increase or decrease from current levels, then such increase or decrease will be reflected in the required member contribution.
- 20.2 Salary for pension benefits calculations shall include Base pay, Emergency Medical Technician Certification pay, Paramedic Certification pay, Longevity pay, and Educational Incentive pay. Specifically excluded from the calculation is Workback pay, Education Advancement pay, and any other form of compensation not specifically included above.
- 20.3 The parties agree that any and all of the Chapter 175 monies the City continues to receive shall be deposited into the Firefighters' Pension Fund, along with member's contributions, investment returns, and City contributions to fund existing benefits in accordance with applicable law. If, by action of the Pension Board and approving vote of a majority of the Plan members pursuant to Section 175.351, Florida Statutes, the Chapter 175 monies, excluding any "additional premium tax revenue" as defined by Florida Statute 175.351, are not utilized to fund existing benefits, then and in that event, members shall contribute into the pension fund the percentage of salary calculated to equal the reduction in Chapter 175 monies, in addition to the contribution specified in Section 20.1.
- 20.4 The parties agree to re-open negotiations on this Article if:
- A. The Florida Legislature substantially changes the funding formula for Chapter 175 monies;
 - B. In the event Chapter 175 is repealed;
- 20.5 The City will continue to fund the full cost of the Plan's investment management fees. The City will continue to fund the administrative costs required by the pension plan (secretarial/clerical administrative support, legal and actuarial services at the FY 2012-2013 staffing level). The City will continue to fund the actuarial services required by law for plan administration. The City will also fund the cost of tax/benefits advice by an attorney selected jointly by the City and the Board.

20.6 All DROP participants with 25 or more years of service will:

- A. Revert to 216 hours/year annual leave schedule which will apply during the entire period of DROP participation, and;
- B. Be required annually to pass a test designed by the City in consultation with any expert identified by the Union to assess continuing physical ability to perform the job of District Chief.

20.7 DROP

- A. Members in the DROP program will not be eligible to participate in any other City Pension program.
- B. The DROP agreement signed by the employee is not to be construed as a contract guaranteeing employment.
- C. If the administration of the DROP and BACKDROP plan requires a third-party administrator, it will be administered by the third-party administrator being used by the City for administration of the 457 or 401 (a) Plan.
- D. The City will continue to make available the IAFF Financial Corporation 457 and 401 (a) Plans as investment options.

ARTICLE 21 MILEAGE ALLOWANCE

Members of the Bargaining Unit required to use their private vehicles for Orlando Fire Department business or as a necessity in changing stations shall be compensated a \$7.50 mileage reimbursement for each shift where travel occurs, provide such travel is required after the start of the normal work shift.

**ARTICLE 22
(INTENTIONALLY BLANK)**

ARTICLE 23 EQUIPMENT

23.1 Equipment Issue

A. Each employee shall be provided a personal standard SCBA facemask. The department will provide prescription eyewear insert for an employee who requires it.

B. Dress Uniforms

The Fire Chief, or his designee, will designate the type of uniform to be worn by on-duty personnel at all official fire department function(s) such as funerals, ceremonies, parades, etc. Bargaining Unit members shall be informed through customary and ordinary departmental communications regarding the type of uniform required for an official fire department function. The designated uniform is optional for off-duty Bargaining Unit members attending the official fire department function(s).

C. Special Teams/Functions

The Department shall provide any required uniform item(s) or equipment for any member of a special team/function and the replacement of such uniform item(s) or equipment.

23.2 The repair of turn-out equipment shall be assumed by the Fire Department. All equipment and clothing shall be replaced by the employee when it becomes damaged, stained or otherwise unserviceable except that the Fire Department shall replace equipment that is rendered unserviceable due to job related situations. The Department shall clean turn-out gear twice a calendar year as provided for in NFPA 1851.

23.3 Uniforms possibly contaminated as a result of work activities (e.g. fire, EMS, HAZMAT and other related emergencies) are to be properly secured and transported to OFD supply for cleaning by a third-party service.

23.4 Upon cessation of employment with the Department, all issued equipment will be surrendered by the employee.

23.5 Upon request by an employee to replace equipment, the Supply Officer shall verify the need for replacement and the Department shall provide the issue as quickly as practical.

If it is determined that combat equipment is needed immediately, the Department will provide the equipment within two (2) hours of the request, provided Supply is open.

23.6 No clothing or equipment, other than underwear, belts and socks, is to be worn on duty unless it was issued or approved by the Fire Department.

23.7 The Department will take steps to ensure that each employee has an individual locker at his assigned duty station. The Department will also ensure that suitable dishtowels and bed linens are provided at each Fire Station.

23.8 Upon retirement each employee may elect to retain his issued helmet and badge.

Upon being promoted each employee shall retain all rank insignia, badge, and helmet shield.

23.9 Each October 1st, every Bargaining Unit member will be credited the sum of \$600.00 for purchasing additional or replacement uniform issue from the Fire Department designated uniform vendor. Unit members who do not utilize the annual amount will be paid \$1.00 for every \$2.00 of unused credit. Such payment shall be made as soon as practical after the end of each fiscal year or upon separation from employment.

ARTICLE 24 LEAVE

Management Leave

As is the City’s current practice, District Chiefs shall be granted Management Leave. During the first pay period beginning in January, each employee will be awarded the appropriate number of hours (i.e. 48 hours for shift employees and 40 hours for non-shift employees). An employee promoted to District Chief after July 1st will not be eligible for Managerial Leave for that year. Unused Management Leave cannot be carried over from one calendar year to the next and will be forfeited upon separation from the City. District Chiefs shall not receive work back pay except when assigned by management to work as a District Chief for all or part of an operating shift vacancy. However, within sixty (60) days of the ratification of the agreement, the Union and the City’s chief negotiator and Fire Chief or designee shall meet, and no later than thirty (30) days thereafter, identify non-combat tasks / projects that may be eligible for workback pay for bargaining unit members.

Personal Leave

Personal Leave shall accrue bi-weekly for those in an active pay status anytime during the bi-weekly pay period. Rates of Personal Leave accrual shall be:

Permanent Employees	40-hour Employees *	48-hour Employees **
0 to 8 years	3.39 hrs./wk. (176 hrs./yr.)	4.15 hrs./wk. (216 hrs./yr.)
8 to 18 years	4.16 hrs./wk. (216 hrs./yr.)	5.07 hrs./wk. (264 hrs./yr.)
Over 18 years	4.93 hrs./wk. (256 hrs./yr.)	5.88 hrs./wk. (306 hrs./yr.)

*Maximum accrual 800 hours

** Maximum accrual 960 hours

Hours in excess of maximum shall be forfeited and not carried forward to next calendar year.

Employees may elect to be paid for some of their accrued Personal Leave. Multiple “buy downs” are permissible with the minimum buy down amount being twenty (20) hours. There is no limit to the amount bought down as long as the employee maintains a minimum balance of one hundred (100) hours after the buy down.

Employee shall be paid for accrued unused Personal Leave time upon resignation, retirement or any other termination subject to repayment of any outstanding indebtedness

to the City. If an employee dies while working for the City the employee's estate shall receive payment for unused accrued Personal Leave at the employee's time of death, subject to any outstanding indebtedness to the City.

Unscheduled Personal Leave

All requests for use of leave are to be scheduled at least 48 hours in advance. Unscheduled leave may be granted to employees with accrued leave for the following reasons:

- A. Incapacitation by reason of sickness or injury.
- B. Care and attendance to a member of his family who resides in the same household, or a dependent minor, and is afflicted with a serious illness or injury and only when no other person is available to care for said individual(s) or the hospitalization of such family members.
- C. Jeopardizing the health of co-workers due to exposure to a contagious disease.

If the City has reasonable grounds to believe an individual is using unscheduled leave for purposes other than defined in 24.2 above, it may, at its discretion, require the employee requesting unscheduled leave to furnish substantiating evidence or a statement from his attending physician certifying that absence from work was required due to one of the reasons set forth in 24.2 above.

Normally, however, no documentation will be required unless, within a twelve (12) month period, an employee has undocumented unscheduled leave of more than:

- A. seventy-two (72) hours, or
- B. six (6) separate instances (regardless of number of hours).

In such cases, documentation will be required for all unscheduled leave usage for the following twelve (12) months.

Certification must be presented whenever unscheduled leave is requested for three (3) or more consecutive workdays in the case of forty (40) hour per week employees, or two (2) or more consecutive tours of duty for shift personnel.

The City shall have the right, at its discretion, to verify the report of the attending physician concerning the illness or disability of an employee and to require the employee to be examined, at the City's expense, by the City-designated physician to determine the nature

and extent of the illness or disability.

As a result of such physician's statements and examinations, the City may approve or deny an employee's unscheduled leave requests and payment for unscheduled leave.

Sick Leave

(All sick leave balances as of 12/31/95 were frozen and there shall be no additional accrual. Usage of and payment for previously accrued sick leave shall be in accordance with City Policy 808.16, Sick Leave, as amended 5/22/00.)

ARTICLE 25 HOLIDAYS

25.1 Bargaining Unit employees shall observe the following Holidays and as officially designated by City government.

HOLIDAYS

New Year's Day

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

Employee's Birthday

25.2 Forty (40) hour per week employees shall follow the Holiday schedule of the Department's administrative offices, unless directed by management to report, but shall receive eight (8) hours pay if the Holiday falls on a regular day off (ten (10) hours pay if the employee works ten (10) hour days.) Twenty-four (24) hour shift personnel will receive twelve (12) hours of straight-time pay for each Holiday observed.

25.3 An employee who is on unscheduled personal or sick leave on a Holiday will receive personal or sick pay only. However, an employee who is off for an on-the-job injury the shift immediately prior to a Holiday, who remains disabled on the Holiday, will receive Holiday pay as well as job-injury pay.

25.4 Twenty-four (24) hour shift employees may elect to choose time off on a Holiday in lieu of pay, subject to approval by management.

**ARTICLE 26
(INTENTIONALLY BLANK)**

ARTICLE 27 BEREAVEMENT LEAVE

27.1 In the event of death in the employee's immediate family, the employee may request and may be granted up to eight (8) consecutive calendar days off, commencing with the day of death, or the day following the day of death, without loss of regular pay.

If the funeral is not conducted during the aforementioned period, eligibility for paid bereavement leave will be determined based upon the above criteria (i.e. commencing with the day of death, or the day following the day of death) and the employee may request to use the remaining balance of Bereavement Leave to attend the funeral. Such requests are to be approved by the Fire Chief or his designee at the Deputy Chief level. The employee may be required to provide satisfactory proof of the funeral notification of the immediate family member.

27.2 For the purpose of this Article, immediate family is defined as the employee's father, mother, spouse or children, step-children, grandchildren, father-in-law, mother-in-law, brother, sister, grandparents, step-father, step-mother, ward, or former legal guardian. The foregoing relatives of the employee's spouse shall be considered as the immediate family for the purpose of this Article.

27.3 Should an employee require additional time other than provided in 27.1, or to attend to the death of an individual not included in 27.2, he may request additional leave with pay charged to vacation subject to the approval of the Chief of the Fire Department or his designee.

27.4 To be eligible for pay, the employee may be required to provide his supervisor with proof of death or funeral notification of the member of the immediate family. Proof of death or funeral notification is to be by responsible organization (Police, Red Cross, church, etc.) or newspaper article listing death.

ARTICLE 28 JUDICIAL PROCEEDINGS

28.1 Any employee, who as a result of performance of his official duties is required to appear during normal working hours for a judicial proceeding, served under due process, supported by a subpoena, and when the employee is not a plaintiff or defendant in the legal proceeding, shall be granted excused absence with pay. Legal process includes all proceedings authorized or sanctioned by law, or brought or instituted in a court of law or legal tribunal, including:

- 1) Summons
- 2) Subpoena:
 - a. Trial
 - b. Hearing
 - c. Deposition
 - d. Jury Duty
- 3) Rule (To Appear) To Show Cause

A judicial proceeding is any step taken in a court of law in the State of Florida in the prosecution or defense of any action. An off-duty employee so required to appear shall be compensated hour-for-hour for such time.

28.2 Should an employee be required to otherwise appear in court, the employee shall use accrued vacation time or be granted excused absence without pay, if the employee does not have vacation time.

28.3 The employee's time spent on judicial proceedings will be shown on the payroll as "JP" (Judicial Proceedings).

28.4 Fire Department personnel are expected to serve on jury duty as required. If an employee has received notice to serve, he should notify his commander immediately and he will normally be given time off to serve.

- 1) Should an employee be released from jury duty prior to four (4) hours from his quitting time on a workday, then he shall be required to report to work within one and one-half (1½) hours of release from judicial proceedings.

2) Twenty-four (24) hour shift personnel shall be excused from duty at 2000 (twenty hundred) hours the day prior to his jury service the following day. Employees relieved from duty to attend Jury Duty shall not receive compensation from the State of Florida.

28.5 When an employee is required to be on call by phone for employment-related judicial proceedings covered in section 28.1, while on off-duty status, he shall be compensated at the rate of four-tenths (4/10) of one (1) hour for each hour of standby duty.

**ARTICLE 29
(INTENTIONALLY BLANK)**

**ARTICLE 30
(INTENTIONALLY BLANK)**

ARTICLE 31
LEAVES OF ABSENCE WITHOUT PAY

- 31.1 Upon approval of the Fire Chief, leaves of absence without pay for the purpose of entering upon a course of training or study calculated to improve the quality of service may be granted. Other leaves of absence may be granted by the Chief upon written request.
- 31.2 The President of the Union shall be allowed to take one (1) year's leave of absence without pay or benefits. Such leave shall be extended on a year-to-year basis for the term of his office. Seniority shall continue to accrue during the leave of absence. Said employee must contribute to the pension fund the full amount of employee pension contributions required to maintain continued Pension Plan participation.
- 31.3 Leaves of absence without pay shall not be granted for the purpose of taking other employment or for the purpose of entering into self-employment. Any employee engaging in such employment during a Leave of Absence shall be terminated.

ARTICLE 32 INSURANCE

- 32.1 Regardless as to the plan selected by the employee, the City agrees to fund insurance contributions at the HMO plan rates in the Group Health Insurance Program as follows:
- Employee-Only – 95%
 - Employee and spouse – 73%
 - Employee and child(ren) – 73%
 - Family coverage – 73%
- 32.2 If the City should desire to change the current City Flex Credit Allocation matrix, or to reduce the current level of health or life insurance, the City will advise the Union in writing by September 1st preceding the calendar year in which the change would become effective. If the parties fail to reach negotiated agreement on these changes, the Union may submit any unresolved issues to the Orlando City Council by October 1st preceding the calendar year in which the change would become effective for a final resolution.
- 32.3 The City and Union agree that the Union may appoint two (2) members to provide input to any RFP advisory committee formed for the selection of a health care administrative services carrier during the term of this agreement
- 32.4 Employees hired before July 31, 2006, who retire with at least twenty (20) or more years of credited service and who wish to remain covered by the City's Group Health Insurance plan, shall be eligible for a City contribution equal to the individual employee only contribution currently being paid by the City for active employees. Effective January 1, 2019, employees, their spouse, and their dependent child(ren) already enrolled in the City's group health insurance plan at the time of retirement (or enrolled January 1, 2019 if already retired) may continue coverage after retirement in accordance with Plan eligibility rules. If at any point the retiree, their spouse, or their dependent child(ren) cease coverage under the City's group insurance plan for any reason at any time after retirement, they will not be permitted to re-enroll. A retiree who continues uninterrupted coverage after retirement may add a new spouse only if they marry after retirement. A retiree who continues uninterrupted coverage after retirement may add a new dependent child and an existing spouse only if the dependent child is born or adopted after retirement. The new spouse or dependent child must be added within 31 days inclusive of the date of the marriage, birth, or adoption.

Retirees eligible for a City contribution under this section are required to make timely application for Medicare. Once such retiree becomes eligible for Medicare, the City will provide health insurance coverage, secondary to Medicare, under the City's group health plan and will pay the entire cost of the individual retiree contribution for such secondary coverage unless that cost exceeds the cost of the individual contribution then currently being paid by the City for active employees (employee-only coverage), in which case the lesser of the two shall apply.

- 32.5 Employees hired on or after July 31, 2006 will not be eligible after retirement to any health insurance coverage funded by the City, nor to any City contributions toward such coverage. However, such employees may elect to continue participation in the City's group health insurance at their own expense upon retirement in accordance with the provisions stated in Section 32.4. Employees hired on or after July 31, 2006, will be eligible to receive a \$43.00 biweekly contribution to the City's Retirement Health Savings Program, payable the first pay period following completion of 90 days employment. City contributions to the Retirement Health Savings Program shall vest 50% upon completion of ten (10) years credited pension service, 75% after completion of 15 years credited pension service and 100% upon completion of 20 years credited pension service.
- 32.6 Retirees must agree to payroll deduction of health contributions from their pension checks. If the cost of the contribution exceeds the net pension payment or if the former employee/retiree is not receiving a pension directly from the City of Orlando or its agents, the retiree shall pay directly any balance due to the appropriate vendor as directed by the City of Orlando Human Resources Division. Should a contribution be more than thirty (30) days in arrears, the retiree's group coverage will be automatically terminated by the Employee Benefits Section with the retiree so notified.
- 32.7 The July 31, 2006 hire date does not apply to those granted service related disability pensions; however, all other conditions contained in sections 32.4, 32.5, and 32.6 apply. Those retirees shall be eligible for health insurance coverage immediately upon retirement. The City shall pay 100 percent of the City's current contribution for active employees for similar individual employee only health insurance coverage to those granted service-related disability pension unless the retiree is enrolled in another group coverage. Retirees eligible for a City contribution under this section are required to make timely application for Medicare when eligible. Once such retiree becomes eligible for Medicare, the City will provide health insurance coverage, secondary to Medicare, under

the City's group health plan and will pay the entire cost of the individual retiree contribution for such secondary coverage unless that cost exceeds the cost of the individual contribution then currently being paid by the City for active employees (employee-only coverage), in which case the lesser of the two shall apply. Those employees with less than twenty (20) years credited service and granted a non-service related disability may elect to continue participation in the City's group health insurance at their own expense upon retirement in accordance with the previous provisions stated in Sections 32.4, 32.5 and 32.6.

- 32.8 The City agrees to provide Flexible Benefits Credits necessary to pay for life insurance equal to one hundred percent (100%) and accidental death and dismemberment insurance equal to two hundred percent (200%) of the employee's base salary effective at the time of the annual benefits enrollment period. Life insurance upon retirement shall reduce to a Three Thousand Dollars (\$3,000.00) death benefit immediately upon retirement and shall be payable by the City, or its insurer. Retirees desiring additional coverage may convert to an individual policy without having to medically qualify but will have to pay the additional premium in accordance with the terms of the then-existing group life insurance contract.
- 32.9 Not less than one hundred eighty (180) days prior to the expiration of the City's current health and life insurance contracts, the Union may submit a plan to the City to permanently withdraw all members of the Bargaining Unit and retirees from the City's health and life group benefit plan and form its own plan. The City will be under no obligation to agree to the Union's plan; however, if the City agrees to allow the Union to withdraw, the City agrees to pay the annual City percentage premium contribution, as adjusted, for health insurance coverage equal to Employee Only City HMO coverage for active employees and the appropriate contribution for eligible retirees hired prior to July 31, 2006, subject to the provisions of sections 32.4, and 32.5, and the appropriate City contribution for the life insurance premium.

ARTICLE 33 INDEMNIFICATION

The City shall furnish to members covered by this Agreement adequate liability insurance and/or benefit of legal defense in accordance with Florida State Statute 768.28 (9). No employee or agent of the City shall be personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function, unless such employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

ARTICLE 34 HEALTH AND SAFETY

The City and the Union agree that they will conform to and comply with the laws as to safety, health, sanitation and working conditions required by federal, state and local law. The City and the Union will cooperate in eliminating safety and health hazards.

ARTICLE 35 MEDICAL EXAMS

35.1 The parties agree that each employee will receive and will be obligated to an annual physical examination which includes the following tests:

- 1) Chest X-Ray - Optional
- 2) Urinalysis (Chem-Strip Test)
- 3) Vision Test
- 4) Audio Screen Test
- 5) Height and Weight Recorded
- 6) Blood Pressure
- 7) Blood Chemical Profile (SMAC-24 Blood Test)
- 8) EKG At Rest
- 9) Stress EKG (Every Two Years)
- 10) Pulmonary Function Test (Every Two Years after age forty (40))
- 11) Urinalysis (Drug Screen)
- 12) Complete Hepatitis Screening
- 13) Tuberculosis Test

Stress EKG, Pulmonary Function, Blood Chemical Profile and Urinalysis Drug Screen will be mandatory for all Bargaining Unit employees.

Employees who do not comply with the provisions of this Article will be subject to disciplinary action.

35.2 The above physical examination will be paid for, performed and scheduled by the City. Scheduling of said examination will be during duty hours at a time at the discretion of the Department, and the results will become a part of the employee's permanent health record. Reasonable efforts shall be made by the City to schedule any of the tests listed above during duty hours or, if not possible, as work back.

- 35.3 Nothing contained in this article shall be construed to prevent the Department from requiring an employee to submit to a physical examination (including a drug and/or alcohol screen) at times other than the annual examination. Furthermore, the City will provide at no cost any additional medical test legally mandated by the employer.
- 35.4 Hepatitis A & B Vaccine will be offered upon employment (during initial employment physical). Any current employee without these vaccines will be scheduled for a vaccine upon request.

ARTICLE 36 JOB CONNECTED DISABILITY

- 36.1 Whenever any person covered by this Agreement is incapacitated from duty because of an injury sustained in the line of duty, including exposure to fire gases and products of combustion resulting in total or partial disability, he shall be entitled to injury leave in accordance with the rules and regulations of the Civil Service Board. Further, if City's insurance carrier or the Workers' Compensation Board determines that the employee is entitled to temporary total disability, then that fact shall entitle him to benefits noted above.
- 36.2 An employee, at his option, after his request for a second opinion examination by a specialist has been approved, in writing, by the City-designated physician, and the City's Risk Management Section, may then consult with a physician specializing in the field of medicine most directly related to his condition. That physician's fees and charges shall be in accord with the appropriate schedule authorized under Florida's Workers' Compensation law. Further medical care shall be arranged after consultation between the specialist and the City- designated physician. If they cannot agree, then the employee is free to file his claim for further medical care under Florida Workers' Compensation law. The City is not required to pay for more than the first (1st) specialist selected by the employee unless ordered to do so by the Florida Workers' Compensation Board.

ARTICLE 37 PHYSICAL FITNESS

37.1 Each member shall schedule, workload permitting, a maximum of sixty (60) minutes of physical exercise (including warm up and cool down) for each 24-hour tour of duty; members must participate in this program. This exercise will be of a nature and at locations as currently approved by the Fire Chief or his designee or as may be subsequently amended by mutual agreement.

Unit members working a 40-hour week workload permitting may participate in up to a total of ninety (90) minutes of physical exercise, including warm-up and cool down each week. These exercise sessions shall normally be forty-five (45) minutes in duration and shall also be scheduled by and approved by the Fire Chief or his designee.

37.2 The Department will administer the IAFF/IAFC Wellness Initiative to all members. Unit members will participate in said program including attendance at periodic meetings and classes on various related subjects as mutually agreed upon by the Department and the Union.

ARTICLE 38 DRUG / ALCOHOL TESTING

- 38.1 The City and the Union agree to abide by the State of Florida's Drug Free Workplace requirements and to an Employee Drug Screening Program. The method and procedure for the drug and alcohol screening shall be as encompassed in General Order 34, attached to and incorporated into this Agreement.
- 38.2 Drug and/or alcohol testing may be done on a random basis, a reasonable suspicion basis, or in the event an employee is involved in an on-duty accident resulting in bodily injury or physical damage to property. Additionally:
- Collection must be at a site that has the capability to provide proper chain of custody specimen collection for a laboratory certified by the National Institute on Drug Abuse (NIDA);
 - Random selection will be made by a computer program, which may be done by individual or by service unit;
 - No employee other than those on a last change agreement will be randomly tested more than twice in a 12-month period, provided that the employee appears when first scheduled and that a re-test is not required;
 - Random testing will initially be scheduled_during an employee's normal work shift, on a day when the employee is scheduled to work; and
 - Collection will be done at an off-site, sterile facility that may be inspected by the IAFF, the location of which will not be changed except upon sixty days written notification by the City to the IAFF.
 - The cost of all such test shall be borne by the City.

ARTICLE 39 UNION ACTIVITIES

- 39.1 The employer recognizes the right of the Union to designate one (1) employee per shift to act as Union steward, with such designation to count toward the limit of four (4) permitted in 39.1 of the Non-Supervisory Bargaining unit of Local 1365. The Union will keep the Fire Chief and the Labor Relations Manager advised, in writing, of the names of the Union stewards. Said designation shall be duly signed by the Union President, or his designee. In the event of a change of a Union steward, said notification shall be made immediately by the Union President, or his designee, to the Chief of the Fire Department and the Labor Relations Manager. Any representative designated by the Union is authorized and empowered to represent the Union in dealing with the presentation and processing of grievances.
- 39.2 On-duty Bargaining Unit members shall be permitted time off with pay to attend any function that benefits the City and Fire Department personnel upon the mutual approval of the Union President and the Fire Chief, or their designees.
- 39.3 The City shall normally permit on-duty Executive Board members of the Union periods of time off without pay to conduct the affairs of the Union, including time off to attend Executive Board meetings. Requests for time off pursuant to this paragraph shall be submitted, in writing, on the proper form signed by the Union President or the Union Business Agent, to the Division Commander at least (5) days in advance of the time requested. When five (5) days' notice is not possible, a shorter notice may be permitted. Such requests shall not be unreasonably denied by the Fire Chief, or his designee.
- 39.4 At the Union's request, the City shall furnish to the Union an updated list of Bargaining Unit members, showing the names and home addresses. The City shall furnish to the Union a copy of the classification position roster, with names, step and grade, telephone number, date of hire, and promotion. Such requests shall not be made more than twice annually. At the Union's request, the City shall also furnish the Union President, or designee, a pager. The Union is responsible for the ongoing maintenance and return of the pager, in good operating order, at the end of the Contract.

39.5 Employees in the bargaining unit shall be eligible to participate in activities included at Articles 39.5, 39.9, 39.10, 39.11 and 39.13 of the Non-Supervisory Bargaining unit of Local 1365, with such participation counting toward the number of participants permitted therein.

**ARTICLE 40
BULLETIN BOARDS AND
COMMUNICATIONS NETWORKS**

Article 40 of the Contract between the City of Orlando and IAFF Local 1365 sworn Firefighters, Engineers and Lieutenants is incorporated herein by reference.

ARTICLE 41 DISTRIBUTION & SOLICITATION

- 41.1 The Union, its members, agents or representatives, or any person or persons acting on its or their behalf, shall not engage in:
- A. Soliciting non-Unit employees of the City during working hours.
 - B. Soliciting or distributing literature during working hours in areas where the actual work of City employees is performed, such as offices, warehouses, fire or police stations, and any similar public installations.
- 41.2 Unit members may solicit or distribute literature during the employee's mealtimes or Reduced Activity periods in such areas not specifically devoted to the performance of the employee's official duties. Any such literature is subject to the prior approval of the Fire Chief or his designee. Such approval shall not be unreasonably denied.

ARTICLE 42 DUES DEDUCTION

- 42.1 An employee may authorize a payroll deduction for the purpose of paying membership dues and for other legally permissible Union activities, by signing an individual authorization card in the form hereinafter prescribed.
- 42.2 The Union will initially notify the City as to the amount of such payroll deduction. Such notification will be to the City in writing over the signature of a representative of the Union. Changes in the payroll deduction amount will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such change.
- 42.3 Payroll deductions shall be deducted bi-weekly and the monies shall be remitted to the Treasurer of the Union following each payroll period.
- 42.4 The form of the authorization and revocation shall be as shown in the Appendix of this Agreement. This form shall be submitted to the Labor Relations Section and a signed, dated copy shall be forwarded simultaneously to the Union following receipt. Payroll deduction termination is effective thirty (30) days after receipt of the employee's authorization.
- 42.5 The City shall be held harmless for the timeliness and accuracy of deduction authorization submitted by the Union for its members.

ARTICLE 43
LABOR MANAGEMENT COMMITTEE

The Union President may appoint an on-duty member of the bargaining unit as one of the 3 Union appointments to the Labor-Management Committee set forth in the rank and file contract.

ARTICLE 44 CONTRACT AVAILABILITY

The City will expeditiously furnish to the Union a copy of this Agreement for review and comment regarding formatting prior to publication. Upon completion of such review, the City will furnish to the Union and to each member, an electronic copy via e-mail. Within five (5) business days of the Agreement's final approval, the City will post the final Agreement on the City's Intranet site.

Within thirty (30) days thereafter, the City will provide to the Union, at no cost, ten (10) printed copies of this Agreement in an 8.5 x 11 bound format of good quality for its administrative purposes. The City shall also provide an electronic copy of this Agreement to the Union in an editable format.

ARTICLE 45 SENIORITY

- 45.1 Seniority for the purpose of this article is defined as the length of credited pensionable service with the City of Orlando Fire Department as a Civil Service employee. When the length of credited pensionable service is the same for any two (2) or more employees, then, the employee who obtained the highest score on the examination for employment shall have seniority.
- 45.2 Seniority will continue to accrue during all types of leave except for leave of absence without pay or sustained suspension without pay for more than thirty (30) consecutive calendar days which shall cause this date to be adjusted for the entire period of the leave of absence or suspension. Leave of absence or suspension without pay for periods of thirty (30) consecutive calendar days or less shall not cause the seniority date to be adjusted.
- 45.3 Seniority shall be used primarily for the purpose of lay-off, recall and vacation scheduling.
- 45.4 In the event of a layoff for any reason, employees shall be laid-off in the inverse order of their total seniority. Any employee who is to be laid-off and who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given the opportunity to displace a less senior employee in the lower classification in the same department. An employee may not "down bump" another employee unless he has performed the lower level classification job on a regular basis as evidenced by his personnel record.
- 45.5 Employees shall lose their seniority as a result of the following:
- A. Break in service exceeding two (2) years (except for legally protected absence due to Military Leave)
 - B. Retirement
- 45.6 Employees who are laid-off shall receive all personal leave that is accrued.
- 45.7 When employees are recalled from lay-off, the employee with the greatest seniority on the current OFD seniority list shall be recalled first.

- 45.8 Recall will be made by certified mail to the last address in the employee's record. The employee must, within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work to the Civil Service Administrator and the Chief of the Fire Department.
- 45.9 No new employees shall be hired until all laid-off employees have been notified of recall as specified in 38.8 above. Employees "bumped down" as the result of a lay-off will be returned to their prior classification before any new promotions are made.
- 45.10 Vacancies in any rank above Firefighter, filled by promotions, are not considered "new hires" for the purpose of this Article
- 45.11 Veterans Preference – For the purposes of layoff and recall, but not for the purposes of vacation scheduling or for determining credited pensionable service, seniority shall be augmented by ninety (90) days for those employees who qualify under Section 295.07, Florida Statutes, as amended, for preference in employment retention and by an incremental ninety (90) days or those employees who qualify as disabled veterans under Section 295.07, Florida Statutes, as amended. It is the responsibility of preference eligible employees to ensure that their personnel files properly reflect their status.

ARTICLE 46 PROMOTIONS

- 46.1 All Promotions to the classification of District Chief shall be from the list of eligibles as certified by the City's Civil Service Board.
- 46.2 Those promoted shall be placed at salary Step One for the classification and shall be subject to a one (1) year probationary period.

ARTICLE 47 PERSONNEL FILES

- 47.1 It is agreed that each member of the Bargaining Unit or his representative, so designated in writing and signed by the employee, shall have access as promptly as possible to inspect or copy any document appearing in any of his personnel file folders in the presence of duly authorized employees of the Personnel Management Bureau or respective Fire Department Division. The employer will, to whatever extent practicable, assist the employee, or his designated representative, in obtaining one (1) free photocopy of any such document.
- 47.2 Orlando Fire Department's SIS unit shall be the official depository of disciplinary records.
- 47.3 All records will be maintained in accordance with Florida State Statute 119.01, Florida Public Records Law.

ARTICLE 48 OUTSIDE EMPLOYMENT

- 48.1 No employee may accept outside employment or engage in any private business if such outside employment or private business provides a conflict of interest with the normal conduct of the employee's position, or if such outside employment impairs the employee's ability to perform his duties as a City employee.
- 48.2 An employee may not engage in outside employment without first having submitted a written request to the Department on the appropriate Outside Employment Form. This request shall normally be processed within five (5) working days from the date of its receipt by the Fire Chief. Basis and reason(s) for any disapproval shall be provided to the employee upon request.
- 48.3 Employees may not engage in any outside work or activity that conflicts with any physical or mental limitations imposed upon them by a Physician.
- 48.4 Bargaining Unit Members shall not work for, or volunteer for, any other paid or volunteer Fire Department, except that an employee whose position is funded by a federal grant may engage in volunteer activities in another jurisdiction during off-duty hours with approval of the Fire Chief.

ARTICLE 49 RESIDENCY REQUIREMENTS

An employee may reside in any County in Florida provided the response time to the closest City boundary is a maximum of thirty (30) miles from such boundary or not more than forty-five (45) minutes driving time from such boundary.

ARTICLE 50
REPLACEMENT OF PERSONAL PROPERTY

The City agrees to reimburse the full cost for eye glasses and contact lenses and up to One Hundred dollars (\$100.00) for wrist watches, damaged as the result of a job-related accident, provided adequate proof of such damage, the circumstances of the event, and proof of original purchase price are presented to the appropriate manager.

ARTICLE 51 PROTECTION

The commander on the alarm scene shall not be required to commit Fire Department equipment and manpower to an alarm scene which is, in his discretion, a scene of extreme civil disturbance of such proportion and circumstances that such commitment would cause unreasonable exposure of said resources. If such a decision is determined it shall be immediately transmitted to the Fire Chief or his designee for a final decision.

ARTICLE 52 INDEBTEDNESS

Any lump sum payment for Accrued Leave, or Pension Refund, is subject to the repayment of any outstanding indebtedness to the City.

ARTICLE 53 SAVINGS CLAUSE

If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 54
(INTENTIONALLY BLANK)**

ARTICLE 55 DURATION

- 55.1 This Agreement shall take effect upon ratification by both parties and shall continue in full force and effect until September 30, 2019.
- 55.2 Any notice to be given under this Agreement shall be given by certified mail or email. If given by the Union, it shall be addressed to the Director of Human Resources, City of Orlando, P.O. Box 4990, Orlando, Florida, 32802-4990 or Ana.Palenzuela@cityoforlando.net. If given by the City, it shall be addressed to the Orlando Professional Firefighters, Local # 1365, 4005 North Orange Blossom Trail, Orlando, Florida 32804 or glassff@aol.com. Either party may provide notice to the other of an address change during the term of this agreement and subsequent notices shall be sent to the revised address(es).