

International Association of Firefighters (IAFF) Local 3476

Collective Bargaining Contract

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CITY OF OVIEDO, FLORIDA**

BY J. Mathison

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ARTICLE 1 - PREAMBLE

1.1 This Agreement is between the CITY OF OVIEDO, FLORIDA, hereinafter "the City" and OVIEDO PROFESSIONAL FIREFIGHTERS, LOCAL 3476, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter "the Union."

ARTICLE 2 -RECOGNITION

2.1 Unit "A" - The City recognizes the Union as the exclusive bargaining representative of all regular full-time employees of the City of Oviedo's Fire Department in the following classification: Firefighter, including Firefighter/EMTs, Firefighter/Paramedics, and Engineers (once the classification is created). Excluded from the bargaining unit are, Lieutenants, Battalion Chiefs, Division Chiefs, Chiefs, Administrative Assistant (Senior Administrative Assistant), Fire Marshal, Fire Inspectors, and all other employees of the City of Oviedo.

2.2 Unit "B" – The City recognizes the Union as the exclusive bargaining representative of all regular full-time employees of the City of Oviedo's Fire Department in the classification of Lieutenant and Battalion Chief. Excluded from this bargaining unit are all other fire personnel and all other employees at the City of Oviedo.

2.3 This Agreement covers both Units "A" and "B" unless otherwise stated.

ARTICLE 3 - APPENDICES AND AMENDMENTS

3.1 Appendices and amendments (if any) to this Agreement made after the date of execution shall be lettered or numbered, dated and signed by the parties, and shall constitute part of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the City of Oviedo Fire Department. Accordingly, the City specifically, but not by way of limitation, reserves the exclusive right to: hire, fire, demote, suspend, promote, and lay off employees in accordance with the City's Personnel Policies and Procedures; transfer employees from location to location, station to station, post to post, shift to shift, and from time to time; rehire employees; schedule and assign overtime work; determine the starting and quitting time and the number of shifts to be worked; contract and/or subcontract any existing or future work; maintain the efficiency of employees by communication through supervisory personnel; expand, merge, consolidate, transfer, or discontinue operations, temporarily or permanently, in whole or part, and expand, reduce, alter, combine, assign, cease, or add any jobs; control the use of equipment and property of the City; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement; fill any position on a temporary, emergency, or interim basis; determine the number, location, and operation of all facilities and employees; schedule and assign work to the employees, and determine the size and composition of the work force; formulate and implement City and Departmental policies, procedures, rules and regulations; set procedures and standards to evaluate employee job performance, including the formulation and/or amendment of job descriptions; introduce new procedures, materials, facilities, and equipment as needed; and require any bargaining unit employee to submit to an examination by a psychologist or medical doctor to determine whether that employee is able to perform any or all of his/her assigned job duties.

4.2 The above rights of the City are not all-inclusive, but indicate the type of managerial rights which belong to and are inherent in the City in its general capacity as Management. Any of the rights, powers, and authority that the City has prior to entering into this Collective Bargaining Agreement, except as expressly limited or modified by a specific provision of this Agreement, are retained by the City.

4.3 If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

4.4 If, in the sole discretion of the City Manager, it is determined that emergency conditions exist, including, but not limited to, riots, criminal or civil disorders, fires, abnormal weather conditions (e.g., tornadoes, hurricanes, etc.), or any other similar disaster, catastrophe, or emergency, the provisions of this Agreement may be suspended by the City Manager during the time of such emergency.

ARTICLE 5 - NONDISCRIMINATION

5.1 The parties agree that they will not discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, age, or any other factor violative of applicable state or federal law.

5.2 The Union and/or its individual members will not discriminate against or harass any employee who does not choose to become a member of the Union.

5.3 The City and/or its individual members will not discriminate against or harass any employee who chooses to become a member of the Union.

5.4 Any employee may withdraw from membership in the Union in accordance with the procedures of the Florida Public Employee Relations Act.

ARTICLE 6 - PREVAILING RIGHTS, RULES, AND REGULATIONS

6.1 Except as otherwise provided herein, the wages, hours, and other conditions of employment of the bargaining unit employees shall be those specifically set forth or specifically incorporated by reference in this Agreement.

6.2 Absent a conflict with a specific term of this Agreement, the Department shall retain the exclusive right to modify and/or amend its rules, regulations, policies, and procedures. The Union will be provided with a copy of any such modification and/or amendment five (5) business days prior to the effective date of implementation. The Union may provide input to the Fire Chief with respect to the proposed change or amendment within this five (5) business day period. During the initial five (5) business day period, the Union may request one additional five (5) business day period to provide input to the Fire Chief.

6.3 MOUs between the City and the Union shall remain in effect without modification, unless the parties agree to modification in writing. City Personnel Policies in effect as of the date of this Agreement shall remain in effect unless modified or amended as herein. The Union will be provided with a copy of any such modification and/or amendment five (5) business days prior to the effective date of implementation. The Union may provide input to the City with respect to the proposed change or amendment within this five (5) business day period. The Union may request one additional five (5) business day period to provide input to the City or may request bargaining or impact bargaining as to any proposed change or amendment as allowed by law. Nothing herein waives the Union's right to request bargaining or impact bargaining as to any proposed change or amendment as required by law.

ARTICLE 7- WORK STOPPAGES

7.1 There will be no strikes, work stoppages, or picketing in furtherance of any strike or work stoppage, slowdown, sick-out, job action, or refusal to perform assigned work by the employees covered under this Agreement. Picketing as used herein shall mean any action which has the effect of preventing any employee from reporting to or continuing to work, or preventing the public from entering any public facility.

7.2 It shall be a violation of this Agreement for any employee to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

7.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

7.4 The Union recognizes that the City and the employees covered hereunder are responsible for and engage in activities which are the basis of the health and welfare of the public and that, therefore, any violation of this Article would give rise to irreparable damage to the City and to the public at large. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and officers, which act constitutes a violation of state law or the provisions herein. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

ARTICLE 8 - DUES DEDUCTION

8.1 The City agrees to deduct dues each pay period in the amount certified to be current by the President and Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. These deductions shall be remitted by the City to the Union's bank within a reasonable period of time. As a condition of remitting to the Union's bank, the Union must provide the City with proper authorization confirming that the bank has agreed to accept such deposit from the City.

8.2 Any authorization for dues deduction may be canceled by the employee upon fourteen (14) days written notice to the City with a copy to the Union.

8.3 The Union shall indemnify the City and hold the City harmless for any errors in the administration of the dues deduction system.

ARTICLE 9 - UNIFORMS

9.1 Uniforms, protective clothing, and protective devices shall be furnished and replaced in accordance with the applicable City of Oviedo Fire/Rescue Standard Operating Procedures and Guidelines. The City shall retain the right to regulate the use and maintenance of such items where such items are provided by the City.

9.2 If an employee requires additional uniforms in excess of those provided, he/she shall be permitted to purchase (at his/her cost) such additional uniforms from a supplier meeting the Department's specifications and selected by the Department. The City shall retain the right to regulate the use and maintenance of such uniforms, notwithstanding that they have been purchased by the employee.

9.3 In the event an employee leaves the employ of the City in good standing, he/she shall return all uniforms and equipment with the exception of his/her helmet identification shield. The Fire Chief may in his/her discretion approve such an employee to keep the helmet where the employee has more than ten years of service with the Department.

ARTICLE 10 - BEREAVEMENT LEAVE

10.1 Bargaining unit members are eligible for bereavement leave with pay in the event of the death of an immediate family member. Immediate family includes spouse and the following biological, adoptive, or “step” relatives: child(ren), parents, brothers, sisters, grandparents and grandchild(ren) of both the employee and the employee’s spouse.

10.2 Forty-eight (48) hours bereavement leave will be granted to all Bargaining Unit members. If more than forty-eight (48) hours is needed, the additional hours or days may be charged to accrued sick, personal, administrative or vacation leave balances, at the employee’s discretion. Bereavement leave for persons other than immediate family members may be granted subject to approval by the Fire Chief. The employee will select which account, i.e., sick, personal, administrative or vacation leave, the time is charged to.

ARTICLE 11 - JURY/WITNESS SERVICE

11.1 An employee shall be given time off without loss of pay when performing jury duty, when subpoenaed to appear before a court, public body, or commission in the line of duty, or when performing emergency civilian duty in connection with national defense. Employees are required to notify their supervisor no later than one (1) working day after receipt of any type of notice. Employees must submit appropriate evidence (summons, subpoena, etc.) to their supervisor before authorization of leave.

11.2 Any payment for such service, excluding that described in Section 11.4 below, shall be endorsed over to the City in order for the employee to receive his/her regular pay. No such endorsement to the City is required if the employee elects to forfeit his/her regular pay.

11.3 Witness fees received for services performed in the line of duty while the employee is on full-pay status shall be endorsed over to the City.

11.4 Leave for court attendance when the employee, as a private individual, is the defendant, plaintiff, or a witness engaged in private litigation, or involved in a matter unrelated to his/her work with the City, shall be charged to annual leave or leave of absence without pay should no annual leave exist. Employees involved in such court proceedings are required to follow all applicable City and Departmental procedures to obtain time off (whether such time off is charged to annual leave or leave of absence without pay).

11.5 The provisions of this Article shall not be applicable to an employee's regular days off.

ARTICLE 12 - MISCELLANEOUS CONDITIONS

12.1 All employees shall be required to perform any duties which are related to the performance and delivery of public safety services. Such duties shall include, but shall not be limited to, the routine maintenance of all Fire Department facilities and equipment.

12.2 Employees covered hereunder shall be prohibited from any harassing conduct, including, but not limited to, harassment of a sexual, racial, or ethnic nature. Likewise, employees are specifically prohibited from using foul or obscene language which could offend any City employee or member of the public. (Hazing of any kind is strictly prohibited.)

12.3 The primary employment obligation of an employee covered hereunder shall be to the City of Oviedo. Accordingly, neither an employee's off-duty employment nor any other personal endeavor shall impede or otherwise interfere with the employee's primary employment.

ARTICLE 13 – SUPERVISORY RESPONSIBILITIES/CONFLICTS OF INTEREST **(UNIT “B”)**

13.1 It is agreed and understood that the individuals in Unit “B” covered hereunder are supervisors whose primary duties oftentimes create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, the individuals covered hereunder must, at all times, act in the best interest of the City of Oviedo Fire Department as determined by City Management, the Fire Chief and other authorized management officials. Accordingly, the individuals covered hereunder will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities, including, but not limited to the following:

- A. Supervising an entire shift (Battalion Chiefs) or a fire/rescue (Lieutenants) and directing related operations, including the supervision of all station personnel and the oversight and maintenance of all apparatus and equipment.
- B. Supervising fire and rescue scenes and incidents, including the direction of personnel and equipment as required.
- C. Assigning work duties to all subordinate personnel.
- D. Reviewing and evaluating the performance of subordinate personnel.
- E. Conducting internal investigations.
- F. Recommending and administering disciplinary action, including dismissal, suspension, demotion, reprimand, and counseling.
- G. Training and/or administering the training of subordinate personnel, including precepting probationary firefighters.
- H. Evaluating, screening, interviewing, and making recommendations concerning the hiring of new employees.
- I. Enforcing all City and Departmental rules, regulations, policies, procedures, and guidelines and making recommendations concerning revisions thereto.
- J. Examining scenes for potential cause or origin and reporting or recommending such for further investigation.
- K. Purchasing materials and equipment within policy guidelines and making recommendations concerning departmental purchase.
- L. Ensuring safety of personnel at the fire station and other work sites.

- M. Timely and accurately completing all forms, reports, and other paperwork relating to station operations, fire and rescue incidents, daily work and activities, and personnel matters.
- N. Maintaining station and apparatus inventory.
- O. Maintaining station and equipment security.
- P. Providing budgetary input as required.
- Q. Administering and participating in public education programs.
- R. Participating in committees, task forces, or other work groups as assigned by the Department or the City.
- S. Performing such other duties and responsibilities as are required under the Department's rules, regulations, policies, and procedures and/or as assigned by appropriate management authority.

ARTICLE 14 - UNION BUSINESS

14.1 The President of the Local Union or his/her designee (alternate) shall represent the Union. It shall be the responsibility of the Union to notify the City in writing of any change of the designation of the President or his/her designee.

14.2 The President of the Local Union or his/her designee shall be permitted to process a formal grievance with the appropriate City official at the Steps of the grievance procedure herein while on duty, provided that this activity does not interfere with his/her duties as an employee, or the duties of other employees. Under no circumstances shall the President or his/her designee leave his/her assigned duties to process a formal grievance under the Steps of the grievance procedure without first obtaining authorization from the Fire Chief, or his/her designees.

14.3 The Union shall be entitled to designate three (3) Union Shift Stewards, one on each shift. It shall be the responsibility of the Union to notify the City in writing of the names of the Union Stewards. From time to time, it may be necessary for a Union Shift Steward to represent an employee in an administrative matter such as pay, time off, or other like issues. The City shall permit such representation while on duty, provided that this activity does not interfere with his/her duties as an employee or the duties of other employees. Under no circumstances shall a Union Shift Steward leave his/her assigned duties to engage in the above-described representation without first obtaining authorization from the Battalion Chief, who shall be responsible for notifying the Fire Chief or Division Chief of the authorization as soon as possible.

14.4 At the Union's request, the Fire Department shall furnish to the Union an updated list of Bargaining Unit employees showing their names, step and grade, date of hire and promotion. This list shall also contain their home addresses and telephone numbers if the employees authorize in writing the Department's release of such information.

14.5 The City has established a Union time pool using hours contributed by the bargaining unit employees. On or about October 1, the City shall transfer two (2) hours from the annual leave account of each bargaining unit employee (both Unit "A" and "B"), who authorizes such transfer in writing, to the Union time pool. Upon written request from the Union President, the City shall debit the Union time pool balance for the number of hours requested for a designated Union officer or member to attend a Union conference, meeting, convention, or other legitimate Union business approved by the Executive Board. Under no circumstances shall use of the Union time pool result in overtime cost to the City. Should the balance of the Union time pool drop below one-hundred twenty (120) hours, bargaining unit employees may contribute an additional two (2) hours to the fund based on written authorization of transfer from their annual leave accounts. (The Union time pool shall continue to function so long as a positive balance remains.) The Union shall hold the City harmless for any errors and indemnify the City from any lawsuits, judgments, or other liability in connection with the Union time pool.

14.6 The City will maintain the only official records of all hours in the Union time pool and all hours granted and used by participants. The City shall provide a list of the fund balance on September 30 of each year to the Union President upon his/her written request.

ARTICLE 15 - BULLETIN BOARDS

15.1 The City shall provide the Union with a three-foot by three-foot (3' x 3') space in each fire station (i.e., in the kitchen area) for the Union's bulletin board. (The Union shall provide the bulletin board.)

15.2 The Union's bulletin board may be utilized for the posting of notices of Union meetings, notices of Union elections and results, minutes of Union meetings, copies of the Union's constitution and bylaws and amendments thereto, notices of Union recreational and social functions, names of Union officials and changes thereto, and notices of dues increases.

15.3 The Union shall post no material on its bulletin board which may be characterized as political (other than internal Union elections), or which may encourage insubordinate behavior, or which is derogatory or demeaning of City or Departmental officials or operations. All materials placed upon the Union bulletin boards will be signed by the Union President. A copy of all materials to be posted shall be provided to the Fire Chief or his/her designee prior to posting. Materials which violate the provisions of this Article shall not be posted and may be removed by the Fire Chief.

ARTICLE 16 – SHIFT EXCHANGES

16.1 Shift exchanges (voluntary time trades) shall be governed by the City of Oviedo Fire/Rescue Standard Operating Procedures Guidelines and the following:

A. The Battalion Chief shall deny a shift exchange only if there are operational reasons for doing so. Such operational reasons may include, but shall not be limited to, the need to staff the shift with a sufficient number of experienced personnel, training which cannot be easily rescheduled, etc.

B. Probationary employees shall be entitled to participate in shift exchanges to the same extent as regular employees; provided, however, that such probationary employees have attained the level of skill to perform the day-to-day duties of their classification in a satisfactory manner.

C. A total (maximum) of 72 hours can be owed to an individual in new-hire probationary status and a total (maximum) of 72 hours can be owed by an individual in new-hire probationary status to others until the successful completion of the probationary period. Upon successful completion of the probationary period, this limit shall be raised to a total (maximum) of 96 hours that can be owed to an individual and a total (maximum) of 96 hours that can be owed by an individual to others.

D. Once the classification of Engineer is created, Engineer shall be permitted to shift exchange only with other Engineers.

E. Lieutenants and Battalion Chiefs shall be permitted to utilize shift exchanges with the following modifications:

1. Lieutenant for Lieutenant and Battalion Chief for Battalion Chief;
2. Unlimited hours can be owed or received;
3. No paperwork is required for time trades, except that Lieutenants must notify their Battalion Chiefs of the time trade by e-mail.

F. An employee who is off on an approved time trade will not be subject to cancellation of the time trade or mandatory call-in unless an operational need requires cancellation of the time trade or mandatory call-in.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.1 The City may, as provided for in City and Departmental rules, regulations, policies, and procedures, discharge or discipline employees hereunder as required.

17.2 All employees covered hereunder shall be subject to City and Departmental rules, regulations, policies, and procedures.

17.3 During the first year of their employment, employees covered hereunder shall be deemed "probationary." Probationary employees are at-will employees who may be terminated or otherwise disciplined by the City without recourse to any grievance or appeals procedure.

ARTICLE 18 - CALL-OUT PAY

18.1 If an employee covered by this Agreement is called out to work at a time outside his/her normal working hours, he/she shall receive a minimum of two (2) hours pay at his/her regular straight-time rate or at time and one-half his/her regular straight-time rate, whichever is applicable (i.e., depending on whether the employee has otherwise worked a sufficient number of hours during the work period to be eligible for overtime compensation).

18.2 If an employee covered by this Agreement is called out to work additional hours contiguous with his/her scheduled work hours or is held over to work beyond his/her scheduled work hours, he/she will receive payment at the rate of straight time or time and one-half, whichever is applicable, for only those hours actually worked outside his/her scheduled hours.

ARTICLE 19 – TRANSFERS AND WORK ASSIGNMENTS

19.1 The right to transfer and assign employees shall be within the exclusive discretion of the Department.

19.2 The Department reserves the right to utilize the skills, abilities, experience and need for balanced shifts in determining employee work assignments. Should the Department determine that all of the aforesaid factors are equal as between two or more employees, the Department may consider seniority in making the work assignment.

19.3 Insofar as practical, the Department will endeavor to provide fourteen (14) days' notice when transferring a non-probationary employee from one shift to another.

ARTICLE 20 - SENIORITY

20.1 Seniority shall consist of continuously accumulated paid service with the City of Oviedo. Wherever specifically designated, seniority in rank (i.e., classification) may be utilized. Seniority in rank will be determined by the total amount of time a bargaining unit employee is in the classification. (Bargaining unit employees with the identical length of service in a classification shall have their seniority standing in chronological order based on their respective dates of birth – i.e., month, then day, and then year.)

20.2 Seniority shall accumulate during absences in which the employee is receiving workers' compensation benefits as the result of an injury sustained in his/her employment with the City. Further, seniority shall accrue during all paid leaves, FMLA, and military leave.

20.3 Effective the first annual leave selection process after this Agreement is ratified by both parties, annual leave for each year shall be scheduled based on rank classification and then seniority within the classification. Lieutenants shall have the opportunity to select leave dates on the vacation calendar prior to Engineers (once the classification of Engineer is created), and Firefighters selecting their leave dates in accordance with the applicable City of Oviedo Fire/Rescue Standard Operating Procedures and Guidelines. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all annual leave during any given period in the event of disaster or emergency. The City and the Union may address vacations selections by Memorandum of Agreement.

20.4 Layoffs shall be by classification, and the employee with the least seniority in the classification shall be laid off first. Any employee subject to lay off shall be entitled to bump an employee in a lower classification provided he/she had previously held a position in the lower classification and currently meets all of the qualifications required of the lower classification. A bumped employee can exercise the same bumping rights. Employees who bump into lower classifications shall have their pay adjusted in accordance with City policy.

20.5 In the event of recall from layoff, recalls shall be by classification, and the employee with the most seniority in the classification shall be recalled first. No new employees shall be hired until all laid off employees have been notified of recall by certified mail to the last address as indicated in the employee's record. When employees are recalled from layoff, the employee shall notify the City within seven (7) days of the certified receipt date of their intention in writing of returning to work for the City. No employee shall be recalled unless he/she is in compliance with all state certification requirements applicable to his/her position. A recalled employee may be required to take any physical examination required for new or existing City employees if he/she has been on layoff for more than a year. No laid off employee shall retain recall rights beyond eighteen (18) months from the date of layoff.

ARTICLE 21 - INJURIES OCCURRING IN PERFORMANCE OF DUTIES (WORKERS' COMPENSATION)

21.1 An employee who misses work as a result of a work-related injury or illness that is compensable under the Workers' Compensation Law, Chapter 440, Florida Statutes, shall receive normal salary for the time actually missed up to a maximum of seven (7) calendar days beginning with the first day following the date of injury. In his/her sole and exclusive discretion, the City Manager may extend this time period because of extenuating circumstances.

21.2 If the employee is unable to return to work on full or light duty at the end of seven (7) calendar days, he/she will thereafter be subject to workers' compensation at the rate of sixty-six and two thirds percent (66 2/3%) of the employee's gross salary computed on the average weekly wage paid for the last thirteen (13) weeks prior to injury. In addition, an employee may use sick leave first and then personal leave, or annual leave, if applicable, equal to one-third (1/3) the scheduled hours. In no case shall an employee's leave benefits plus workers' compensation benefits exceed the total amount an employee would have earned in the absence of the injury or illness.

ARTICLE 22 - EDUCATIONAL AND TRAINING REIMBURSEMENT

A. Courses Applying Toward a Job-Related College Degree

22.1 Bargaining unit employees shall be eligible to apply for tuition reimbursement for courses which apply toward a job-related degree at an accredited college or university. Applications for reimbursements must be submitted at least ten (10) working days prior to the beginning of the class(es) to the Fire Chief and the Human Resources Director for approval. Employees will be notified within five (5) working days of approval or denial of request for reimbursement.

22.2 Upon completion of class work, the employee must submit his/her grade report and tuition receipts within ninety (90) days of the course(s) ending date. Failure to timely submit grade reports and tuition receipts will prevent reimbursement. Provided that sufficient funds are available, the employee will be reimbursed for a grade of C or better or Pass on a Pass/Fail course at 100% of tuition costs and costs of books to a maximum of \$3,000 per fiscal year per employee.

22.3 By accepting funds for tuition reimbursement, an employee agrees to remain an employee of the City of Oviedo for a minimum of one (1) year after completion of course(s) to avoid reimbursement of education funds to the City.

22.4. Voluntary separation or termination for cause before the end of the aforesaid one (1) year minimum employment period will require the affected employee to repay educational reimbursement received under this policy. Such repayment will be at a percentage based on the number of months remaining in the minimum employment period. The City reserves the right to withhold amounts due from an employee's final check as well as other funds due at termination (including leave benefits) for the purpose of obtaining repayment of tuition reimbursement.

22.5 As a condition precedent to qualifying for education reimbursement, employees will be required to sign a contract requiring reimbursement for education funds under the conditions set forth in this Article.

B. Payment of Paramedic Education Cost

22.6 The City hereby agrees to prepay paramedic education costs for up to four (4) employees each year to be selected by the City based upon operational need. While employed by the City in his/her current position of Firefighter, the employee will be expected to meet the following conditions:

- a. Successful performance of all duties and responsibilities as a Firefighter in the City of Oviedo Fire Rescue Department;
- b. Fulfilling all requirements of a paramedic student at the educational institution provided by the City to train said employee as a State of Florida Certified Paramedic;

- c. Continued enrollment, attendance and academic performance acceptable to the City as a paramedic student progressing through the training curriculum established by the City approved educational institution;
- d. The employee agrees to sign an education records release waiver entitling the City of Oviedo access to employee's grades and academic progress relating to their participation as a paramedic student;
- e. Employee shall be expected to enroll in the first available paramedic program and shall successfully complete the paramedic training program and immediately obtain State of Florida certification at the first available testing date following completion of the program.

22.7 The employee hereby agrees to be employed by and to work for the City and to complete the contractual period, both being conditions of employment.

22.8 The employee agrees and acknowledges that should he/she for any reason whatsoever become unable to satisfactorily complete the Paramedic program, attain State of Florida Paramedic certification and attain solo status approval by the Medical Director, monies owed to the City will be required to be reimbursed by the employee to the City and/or face disciplinary action up to and including termination. Completion of the Paramedic program is defined to mean graduation of the class in which the employee was originally enrolled. Within three months of graduation, the employee will have taken the requisite state certification exam. Additionally, the employee shall, within six months of graduation from an approved Paramedic course, be certified by the State of Florida as a Paramedic and within one (1) year of completion be approved by the Medical Director for solo status. The Fire Chief shall have the authority to extend the time of completion of the Paramedic program and/or the State of Florida Paramedic and solo approval deadlines with the employee due to the extraordinary circumstances encountered by either the employee or the Department.

22.9 The employee will be required to regularly attend classes and clinicals as scheduled by the educational institution while off duty from employment with the City of Oviedo. In consideration of the City of Oviedo paying the employee's educational institution expenses, the employee agrees to continue full-time employment with the City of Oviedo as a Firefighter, holding a certificate of compliance as a Firefighter and State of Florida paramedic certification, for a period of not less than three (3) years after attaining State of Florida paramedic certification. The employee agrees and acknowledges that should he/she fail to complete the departmental field training program, be terminated for cause, or otherwise voluntarily separate his/her employment within three (3) years of completing Paramedic State certification, the employee shall reimburse the City for the full tuition expenses.

22.10 The employee further agrees and acknowledges that at the time of his/her termination, money owed to the City may be deducted from any monies due to the employee, including but not limited to salary and annual/sick leave pay. The employee agrees that the City may take these funds from the employee's pay.

22.11 As a condition precedent to qualifying for training reimbursement, employees will be required to sign a contract requiring reimbursement for training funds under the conditions set forth in this Article.

C. Payment of Costs for Technical Classes

22.12 With respect to the classes required for the incentives in Article 35 that the City pays for, other than classes for the paramedic incentive or classes provided by the Department on-duty, the employee will be required to regularly attend the classes as scheduled by the provider while off duty from employment with the City of Oviedo. In consideration of the City of Oviedo paying the employee's expenses, the employee agrees to continue full-time employment with the City of Oviedo as a Firefighter, for a period of not less than two (2) years after completing the classes. The employee agrees and acknowledges that should he/she fail to complete the classes, be terminated for cause, or otherwise voluntarily separate his/her employment within two (2) years of completing the classes, the employee shall reimburse the City for the cost of the classes.

22.13 The employee further agrees and acknowledges that at the time of his/her termination, money owed to the City may be deducted from any monies due to the employee, including but not limited to salary and annual/sick leave pay. The employee agrees that the City may take these funds from the employee's pay.

ARTICLE 23 – WORKING OUT OF CLASSIFICATION

23.1 Firefighters and Lieutenants - An employee classified as a Firefighter or a Lieutenant hereunder will be considered working out of classification if he/she is required/assigned by management to temporarily perform the duties and responsibilities of a higher classification for which he/she is qualified.

23.2 An employee working out of classification as an Engineer once the classification is created will receive a one and 50/100 dollar (\$1.50) per hour increase to his/her regular base pay (i.e., the base pay being earned in his/her regular classification). An employee working out of classification as a Lieutenant will receive a one and 75/100 dollar (\$1.75) per hour increase to his/her regular base pay (i.e., the base pay being earned in his/her regular classification). An employee working out of classification as a Battalion Chief will receive a two and 00/100 dollar (\$2.00) per hour increase to his/her regular base pay (i.e., the base pay being earned in his/her regular classification).

23.3 Battalion Chiefs – If an employee classified as a Battalion Chief is directed by management to work a temporary duty assignment as a Division Chief, he/she shall receive a 5% increase in his base pay or the minimum of the Division Chief pay range, whichever is greater, for the period of such temporary duty assignment.

23.4 The Department will develop an assessment test and/or criteria to qualify employees to be eligible to work out of class.

ARTICLE 24 - SPECIAL DETAILS

24.1 When the City requires a bargaining unit employee to perform a fire watch or other special assignment at the premises of a for-profit business, which is being charged for such services by the City, such bargaining unit employee shall be paid a minimum of \$25.00 per hour with a minimum of two (2) hours. The City, in its discretion, may charge the for-profit business such additional fees (above and beyond the aforesaid hourly rate) as the City deems appropriate to cover workers' compensation and/or administrative costs. (To the extent permitted by applicable law, the City may, in its discretion, require the aforesaid for-profit business to provide workers' compensation coverage for any bargaining unit employee performing a fire watch or other special assignment at its premises.) This paragraph shall not apply to fire watches or other special assignments involving community and/or non-profit groups or organizations.

24.2 Sign-up lists for voluntary details will be posted on a Fire Department bulletin board. Insofar as possible, the posting of each voluntary detail will contain pertinent information, such as the nature of the detail and the applicable compensation. The City will encourage outside employers seeking bargaining unit employees for voluntary details to make their requests at least two (2) weeks prior to the detail.

ARTICLE 25 – EMPLOYMENT OF RELATIVES

25.1 Relatives may be employed within the City Fire Department if such employment does not violate Florida Statutes as implemented by the nepotism policy contained in the City's Personnel Rules and Regulations.

25.2 A City or Departmental official, manager or supervisor may not appoint, employ, promote or advance, nor advocate the appointment, employment, promotion, or advancement in or to a position in the Fire Department or in a Division of the Fire Department in which he/she is serving or over which he/she exercises jurisdiction or control, any individual who is a relative of City or Fire Department supervisor or manager. An individual may not be appointed, employed, promoted, or advanced in or to a position in the Fire Department or in a Division of the Fire Department if such appointment, employment, promotion, or advancement has been advocated by a City or Departmental official, manager or supervisor, serving in or exercising jurisdiction or control over the Fire Department or a Division of the Fire Department, who is a relative of the individual.

25.3 Employees who are not presently employed in the Fire Department or who are presently employed in the Fire Department, but such employment is not contrary to 25.2 above, shall not be transferred to the Fire Department or a Division of the Fire Department where such transfer would cause a violation of 25.2 above.

25.4 If any of the relatives of Fire Department employees are subject to promotion or advancement, or a raise in pay or status other than a general wage increase applicable to all employees, the City Manager reserves the right to evaluate the proposed changes to ensure that there is no influence on the part of the relative before the promotion, advancement, or raise becomes effective.

25.5 If two City employees change their relationship by marriage, adoption, or other means, so as to come in conflict with the employment prohibitions of this Article, the restrictions and conditions outlined above shall fully apply to their employment status.

25.6 For the purposes of this Article, the following definitions will apply:

A. EMPLOYEE – Employee means every person engaged in any employment of the City under any appointment or contract of hire, express or implied, oral or written, for remuneration including, without limitation, all full-time, part-time, seasonal, regular status, and temporary employees.

B. RELATIVE – Relative with respect to a City or Departmental official, manager or supervisor, means an individual who is related to the official, manager or supervisor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

C. OFFICIAL, MANAGER or SUPERVISOR – Means an officer or employee of a Department who is vested with the authority by law, rule or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals to appointment, employment, promotion, or pay raise in connection with employment in their Department.

ARTICLE 26 - PROMOTIONS

26.1 Promotions to positions covered hereunder shall be made utilizing the policies and procedures set forth in the City's Personnel Policies. Once the classification of Engineer is created, the Department shall establish the promotional criteria, including qualifications and promotional assessment, by Department policy, with prior input from the Union.

26.2 The position requirements for taking the Lieutenant promotional assessment and promotion shall be as follows:

- A. Five (5) years of City service as a state-certified Firefighter/EMT, Firefighter/Paramedic, or Engineer (once the classification of Engineer is created), or any combination of these ranks, and
- B. State of Florida Fire Officer I certification, and
- C. No disciplinary suspensions, demotions, or performance improvement plans in the two (2) years prior to the date of the promotion.

In accordance with the deadlines established by the Department, qualified employees desiring to take a scheduled Lieutenant promotional assessment shall submit their resumes and applications as required.

26.3 The Lieutenant assessment will be a two-part process as follows:

A. Written Examination—Candidates for the position of Lieutenant will be given a written examination as established by the Department. A score of at least seventy percent (70%) must be achieved in order to continue in the process. Points will be awarded based on the score of the test divided by four (i.e. 100% divided by 4 = 25 points, 90% divided by 4 = 22.5 points).

B. Skills Assessment—Candidates for the position of Lieutenant will be given a skills assessment as established by the Department. The skills assessment shall include the following:

- A. In-Basket Exercises
- B. Tactical Simulation
- C. Presentation
- D. Employee Conflict Resolution
- E. Interview

Points will be awarded for each of the five skills assessments. Each evaluator participating in the skills assessment will score a candidate in each of the five skills assessments using a scale of 1 to 5, with a score of 1 showing poor performance and a score of 5 showing superior performance. The points awarded by each evaluator in one of the five skills assessments will be totaled and averaged together to determine a point total. The maximum amount of the point total which a

candidate may receive shall be 25 points. Candidates must receive a point total of at least 13 points to be eligible for promotion.

26.4 The points awarded for the written examination and the points awarded for the skills assessment will be added together for a total overall candidate score, and the candidates will be ranked based on this total overall score. In the event of a tie score, the seniority list maintained by the Department will be used to break the tie with the candidate having greater seniority receiving the higher rank.

26.5 The Lieutenant promotional list shall be established from the ranked listed. Beginning with the promotional process after the expiration of the current Lieutenant promotional list in June of 2022, the promotional list shall be valid for a period of two (2) years from the date it is created in accordance with Article 26.4, and a regular Lieutenant promotional process will be scheduled in June of each even numbered years thereafter. If the Lieutenant promotional list is exhausted or if no qualified candidates remain on the list, the City may conduct a special Lieutenant promotional process to fill any active Lieutenant vacancies until the next regularly scheduled Lieutenant promotional process. The date of the regularly scheduled Lieutenant promotional process may be delayed based on extenuating circumstances that disrupt normal Department operations, such as a hurricane, in which case the promotional list shall be automatically extended until the next promotional list is created. However, this delay will not alter the June schedule for future Lieutenant promotional processes.

26.6 The Fire Chief, in his/her discretion, may select any candidate ranked in the top three of the promotional list for promotion to Lieutenant.

26.7 The position requirements for taking the Battalion Chief promotional assessment and promotion shall be as follows:

- A. Previously held the rank of Lieutenant, and
- B. State of Florida Fire Officer I (FO1) certified for any member that obtained FO1 certification prior to the 2013 Fire Officer program changes or State of Florida Fire Officer II (FO2) certified if obtained certification after the 2013 program changes, and
- C. No disciplinary suspensions, demotions, or performance improvement plans in the two (2) years prior to the date of the promotion.

26.8 In accordance with the deadlines established by the Department, qualified employees desiring to take a scheduled Battalion Chief promotional assessment shall submit their resumes and applications as required.

26.9 The Battalion Chief assessment will consist of the following items:

- A. Written Examination—Candidates for the position of Battalion Chief will be given a written examination as established by the Department. A score of at least seventy percent (70%) must be achieved in order to continue in the process. Points will be awarded based

on the score of the test divided by four (i.e. 100% divided by 4 = 25 points, 90% divided by 4 = 22.5 points).

B. Skills Assessment-Candidates for the position of Battalion Chief will be given a skills assessment as established by the Department. The skills assessment shall include the following:

1. Problem Analysis Presentation Exercise
2. Interpersonal Dynamics/ Personnel Management Assessment
3. Tactical Simulation
4. Interview

26.10 Points will be awarded for each of the skills assessments. Each evaluator participating in the skills assessment will score a candidate in each of the skills assessments using a scale of 1 to 5, with a score of 1 showing poor performance and a score of 5 showing superior performance. The points awarded by each evaluator in one of the skills assessments will be totaled and averaged together to determine a point total. The maximum amount of the point total which a candidate may receive shall be 20 points. Candidates must receive a point total of at least 12 points to be eligible for promotion with a minimum score of a "3" in each category.

26.11 The points awarded for the written examination and the points awarded for the skills assessment will be added together for a total overall candidate score. The candidates will be ranked based on the total overall score. In the event of a tie score, the seniority list maintained by the Department will be used to break the tie with the candidate having greater seniority receiving the higher rank.

26.12 The Battalion Chief promotional list shall be established from the ranked list. The promotional list shall be valid for a period of one year from the date it is created in accordance with Article 26.11.

26.13 The Fire Chief, in his/her discretion, may select any candidate ranked in the top three of the promotional list for promotion to Battalion Chief.

26.14 Veteran's preference points will be added to eligible Lieutenant and Battalion Chief Candidate's total point scores in accordance with applicable law.

26.15 An employee who is promoted to a higher classification in the bargaining units shall be placed at the range minimum of such higher classification or be granted a 5% increase over his/her base pay in his/her previous classification, whichever is greater.

26.16 The City may hire Engineers (once the classification is created), Lieutenants or Battalion Chiefs externally if no employees meet the position requirements for taking the promotional assessment, no employees meeting the requirements apply for the promotion, or no employees meeting the requirements are eligible for promotion. External candidates shall meet

the requirements and processes herein for each position, except that their years of service do not have to be with the City.

ARTICLE 27 – INSURANCE

27.1 Health and Life Insurance Program - The City shall provide a health and life insurance program for all bargaining unit employees and their dependents in the same manner and on the same basis as all other City non-management employees; provided, however, that with respect to dependent health insurance coverage, the City will contribute 33% of the dependent health insurance premium, and the employee will pay the remainder of such premium through payroll deductions. The City shall not pay life insurance premiums for dependents. (Health and life insurance coverage for bargaining unit employees shall be provided by the City at no cost to the employee.)

27.2 Should the City increase its contribution for dependent coverage for the other City employees, such increased contribution shall also apply to the employees covered hereunder.

ARTICLE 28 - HOLIDAYS

28.1 The following days shall be observed by the City as official paid holidays for all employees covered hereunder:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day
Floating Holiday

28.2 Twenty-four (24) hour shift personnel will receive twelve (12) hours of straight-time pay for each holiday observed; provided that they meet the requirements for receipt of holiday pay set forth in the City's Personnel Policies.

28.3 The City's Personnel Policies shall govern payment, use, and other provisions relating to holidays for the employees covered hereunder.

ARTICLE 29 - GRIEVANCE AND ARBITRATION PROCEDURE

29.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

29.2 A "grievance" is a claimed violation of a specific provision of this Agreement; provided, however, that items specifically excluded from this Article shall not be deemed a "grievance" for purposes of the Grievance and Arbitration Procedure. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union. In either case, the procedure to be followed will be the same. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Chief or his designee at Step 2, within the time period prescribed in Step 1.

29.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's Battalion Chief or Division Chief (if the employee involved is a Battalion Chief) within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Battalion Chief or Division Chief, whichever is appropriate, shall, within ten (10) calendar days after presentation of the grievance, render his/her decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Fire Chief and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Battalion Chief, or Division Chief, whichever is appropriate, shall then be taken up with the Fire Chief, or his/her designee. The grievance as specified in writing in Step 1 above, shall be filed with the Fire Chief, or his designee, within ten (10) calendar days after the due date for the Battalion Chief's or Division Chief response in Step 1 above. The Fire Chief, or his designee, shall, within ten (10) calendar days after presentation of the grievance, render his/her decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, Human Resources Director, and the City Manager.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his/her designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the due date for the Fire Chief's response in Step 2 above. The City Manager or

his/her designee shall issue his/her decision in writing on the grievance (with copies to the Grievant, the Union, the Fire Chief and the Human Resources Director) within ten (10) calendar days after presentation of the grievance at this Step. If the City Manager or his/her designee deems appropriate, he/she may meet with the Grievant, and the Union Representative (non-employee) prior to issuing his/her decision.

29.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by certified or registered mail of a written notice to the City Manager within ten (10) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

29.5 Within ten (10) calendar days from receipt of such notice of arbitration, the parties (or either party) shall request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, persons not acceptable, until only one (1) remains and this person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin.

29.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

29.7 The arbitrator will confine his/her consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

29.8 The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the grievance which is presented to him/her, which grievance must be actual and existing. The party filing the grievance and requesting arbitration shall have the burden of proving that the action taken by the non-grieving party was arbitrary and capricious. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The standard of review of the arbitrator's

decision shall be whether the record evidence establishes that the grieving party proved that the action taken by the non-grieving party was arbitrary and capricious.

29.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the Grievant may or might have received during the period involved.

29.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1.

29.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

29.12 Complaints or appeals contesting discharge, suspension, demotion, or other disciplinary action invoked by the Department and/or the City shall be appealable through either the appeals procedure set forth in the City's Personnel Policies or the Grievance and Arbitration Procedure set forth herein. Once the grievant invokes the appeals procedure set forth in the City's Personnel Policies or the Grievance procedure hereunder, he/she shall be conclusively barred from invoking the other procedure. Under no circumstances shall any grievant be permitted to utilize both the City's appeals procedure and the Grievance and Arbitration Procedure in this Agreement.

ARTICLE 30 – HOURS OF WORK AND OVERTIME

30.1 **Firefighters and Lieutenants** - Employees in Firefighter and Lieutenant classifications covered hereunder shall normally be scheduled to work twenty-four (24)-hour shifts. Insofar as practical, employees in such classifications covered hereunder shall be scheduled for a minimum of one hundred and four (104) hours per work period. Nothing herein shall guarantee any employee in such classifications covered hereunder payment for one hundred and four (104) hours or any other number of hours in a work period unless the employee actually works said number of hours. For the purpose of this Agreement and the calculation of overtime compensation, the work period for employees in such classifications covered hereunder shall be fourteen (14) days. Only hours actually worked in excess of one hundred and six (106) hours in the fourteen (14)-day work period shall be compensated at the rate of time and one-half of the employee's regular straight-time hourly rate. Overtime compensation earned will be received on the first pay period following the end of a fourteen (14)-day work period.

30.2 The current practice regarding which rank is hired in for overtime shall remain in effect unless changed by mutual written agreement.

30.3 **Firefighters, Engineers (once the classification is created), and Lieutenants** - Neither sick leave, holiday, nor any other hours not actually worked shall be included for purposes of overtime calculation. However, vacation (annual leave) shall be considered hours worked for overtime calculation purposes.

30.4 **Battalion Chiefs** - Employees in the Battalion Chief classification are exempt employees who are not entitled to overtime compensation. Battalion Chiefs, however, shall receive paid Administrative Leave in the amount of six (6) 24-hour shifts (144 hours total) per fiscal year (prorated for employees promoted to or hired during the fiscal year), and shall receive compensation for work beyond their regular schedule in accordance with existing policy and practice.

30.5 Nothing contained in this Article shall restrict the Department from taking any action to reduce the number of overtime hours worked.

30.6 The Department may require employees covered hereunder to carry over to the next shift and/or work additional shifts or hours in addition to regularly scheduled hours.

30.7 Employees in Firefighter, Lieutenant and Battalion Chief classifications covered hereunder may, from time to time, be reassigned from twenty-four (24)-hour shifts to the regular forty (40)-hour workweeks for the purpose of performing special projects or receiving specialized training. In the event of such reassignment, the employee in such classification shall not suffer a loss in his/her regular base pay. Such reassignments from a twenty-four (24)-hour shift to a regular forty (40)-hour workweek shall take place on a voluntary basis unless the Department is unable to obtain a volunteer to perform a special project or operating and/or financial conditions require that the training involved be conducted during the regular forty (40)-hour workweek.

ARTICLE 31- LIGHT DUTY

31.1 Light duty assignments shall be limited to those employees who are unable to perform their regular assigned job due to an on-the-job (workers' compensation) injury.

31.2 Light duty assignments will be made in the sole and exclusive discretion of the City. An employee who has sustained a work-related injury/illness and has been released by a doctor to return to work with restrictions shall report to the Human Resources Department with a copy of the physician's statement detailing work limitations. If the City determines that productive work is available within the employee's Department and such work is consistent with the employee's medically certified restrictions, the employee may be utilized in his/her own Department. If the City determines that no productive work exists within the employee's medically certified restrictions in the employee's own Department, the employee may be placed in another department. The employees assigned to light duty shall be compensated at the rate of pay applicable to their regular bargaining unit classification. (For example, if a 56-hour employee is assigned to a 40-hour light-duty job, he/she shall still receive the pay applicable to his/her 56-hour job.) Accruals for employees assigned to a 40-hour light-duty job shall be equal to those established by City Personnel Policy.

31.3 In the sole and exclusive discretion of the City, an employee injured off-the-job may be offered alternative (temporary) employment in a position other than his/her normal bargaining unit position; provided that productive work is available and such work is consistent with the employee's medically certified restrictions. The wages, hours, and other conditions of such alternative (temporary) employment shall be those mutually agreed upon between the City and the employee.

ARTICLE 32 - MEDICAL EXAMINATIONS

32.1 Should any federal or state law or regulations applicable to the City require that the City conduct any medical/physical examination or inquiry relative to respirator usage, it is agreed and understood that the City and the employees covered hereunder will comply with such law or regulation.

32.2 The City has implemented an on-site clinic, the City of Oviedo Employee Health Center, to provide medical services to City employees, including those covered under this Agreement. Bargaining unit employees shall participate in the medical services provided by the clinic to the same extent as general non-bargaining unit employees of the City.

32.3 A physical including medical examinations and a Health Risk Assessment will be required for all employees at least every other year (every year beginning in FY 2023-24) and will be conducted by physicians selected by the City. The time necessary for the physical shall be scheduled on duty and will be considered as time worked. The City shall pay for all medical and psychological exams necessary to determine fitness for duty issues. All physicals will be performed at the City of Oviedo Employee Health Center or a facility chosen by the City if the Health Center is not available. A representative of the Union and a representative of the Fire Chief and/or City Human Resources shall meet prior to the administration of the physicals to discuss the physician who will perform the physicals.

32.4 Any medical or psychological exam that results in the employee being considered as unfit for duty shall require the employee to use paid time off until a subsequent exam finds the employee fit to return to duty and the physician makes a final determination that the employee is fit for duty. This provision shall not impact an employee's right to claim or receive workers' compensation benefits as set forth in Article 21.

32.5 Physicals will include the following as determined by the Health Center Medical staff:

- A. Vital signs including height, weight, blood pressure, temperature, pulse
- B. Chest x-ray and/or lumbar spine X-ray 3 views if indicated by the physician
- C. Lab tests including Comprehensive Metabolic Panel, Lipid Panel, Uric Acid, Phosphorous Serum, HIV, and ALTSGPT
- D. Audiometry
- E. Vision Screening including Peripheral vision
- F. Urine dip
- G. Respirator exam
- H. Resting baseline 12 lead EKG (Stress EKG may be conducted if indicated by the physician)
- I. Hepatitis A B shots, if necessary
- J. Tetanus Diphteria – every 10 years
- K. Health Risk Assessment Report

L. Cardiac Calcium Scoring Test (the need and frequency to be determined as determined by the Health Center Medical staff)

The parties agree that drug tests and nicotine tests shall not be conducted as part of the physicals set forth herein. Instead, a drug test will be conducted for bargaining unit employees during TB examinations. The drug test shall be in accordance with the current City Personnel Procedures and Rules and the standards and procedures in the City's Drug-Free Workplace and Alcohol Policy and like post-accident testing shall not include any blood draws for alcohol testing.

32.6 Refusal or failure to take a medical or psychological examination required by the City will result in disciplinary action up to and including termination of employment.

32.7 Whenever an employee has a health-related problem or is taking any medication or substance that affects or may affect his or her ability to perform essential job functions, the employee shall so advise the City so that the City may determine fitness for duty.

ARTICLE 33 - HEALTH AND SAFETY

33.1 The City will maintain such health and safety conditions as are required under applicable law. The Union will cooperate and encourage the employees to work in a safe manner and utilize all safety equipment required.

33.2 In the event an employee leaves the employ of the City, he/she shall return all uniforms and equipment.

33.3 Employees certified as firefighters under Florida certification requirements shall not be permitted to smoke or otherwise use tobacco products of any nature on duty or off duty.

33.4 The City reserves the right to conduct any form of medical examination or test to determine whether an employee covered hereunder is in compliance with the no-smoking policy set forth in 33.3 above.

33.5 Employees found not to be in compliance with 33.3 above shall be subject to a written reprimand for a first offense. Thereafter, any further offenses may result in more severe disciplinary action up to and including termination.

ARTICLE 34 - WAGES

34.1. For Fiscal Year 2021-2022, effective the beginning of the first full pay period of the fiscal year, bargaining unit employees shall receive a 4% increase to their base hourly pay as set forth in Appendix A. Any part of the 4% wage increase that exceeds the pay range maximum shall be paid in a lump sum not added to base. The minimum and maximum pay ranges for the bargaining unit positions for Fiscal Year 2021-2022 are set forth in Appendix A.

34.2. For Fiscal Year 2022-2023, effective the beginning of the first full pay period of the fiscal year, bargaining unit employees shall receive a 4% increase to their base hourly pay as set forth in Appendix A. Any part of the 4% wage increase that exceeds the pay range maximum shall be paid in a lump sum not added to base. The minimum and maximum pay ranges for the bargaining unit positions for Fiscal Year 2022-2023 are set forth in Appendix A.

34.3. For Fiscal Year 2023-2024, effective the beginning of the first full pay period of the fiscal year, bargaining unit employees shall receive a 4% increase to their base hourly pay as set forth in Appendix A. Any part of the 4% wage increase that exceeds the pay range maximum shall be paid in a lump sum not added to base. The minimum and maximum pay ranges for the bargaining unit positions for Fiscal Year 2023-2024 are set forth in Appendix A.

34.4 Employees who are already at the top of the pay range will not receive any base pay wage increase, and no employee may receive any base pay wage increase above the top of the pay range.

34.5 All new hires with prior Firefighter, Engineer (once the classification is created), Lieutenant or Battalion Chief experience at another governmental agency will be placed into the pay ranges subject to the discretion of the Fire Chief and the City Manager, and will receive wage increases in accordance with the above provisions.

34.6 Any future wage increases or movement within the pay plan attached as Appendix A and B after September 30, 2024 must be specifically negotiated by the parties through the collective bargaining process, and there shall be no increases or movement after September 30, 2024 unless and until the parties negotiate such changes.

34.7 Instead of the increases set forth in Appendix A, bargaining unit employees promoted within the bargaining unit during the term of this Agreement shall receive annual wage increases of 4% within the pay ranges for their new positions for any fiscal year(s) during the term of this Agreement after their promotions.

34.8 Effective FY 2023-24, the City will create the classification of Engineer. The City will consult with the Union in establishing the Engineer pay range.

ARTICLE 35 – INCENTIVE AND ASSIGNMENT PAY

35.1 Incentive pay in the amount of \$1500 per year shall be paid to any bargaining unit employee who successfully completed the eighty (80) hour State of Florida Fire Service Apparatus and Pump Operator course and makes a passing score on the City's apparatus and pump operator examination prior to the implementation of the Engineer classification; provided however, that Lieutenants and Battalion Chiefs shall only receive the incentive pay if they were receiving it prior to being promoted to Lieutenant or Battalion Chief. To continue receiving the \$1500 incentive pay, the employee must pass a practical apparatus and pump operator examination administered by the Department on a biennial basis. This examination shall be conducted in the same manner and method as required to initially receive the incentive. Failure to pass this biennial practical apparatus and pump operator examination will result in loss of the above incentive pay; provided, however, that an employee who fails to pass this biennial practical apparatus and pump operator examination shall be permitted one (1) opportunity to retake (and pass) the examination within thirty (30) days before the incentive pay is lost. Should an employee fail to pass the retest within the aforesaid thirty (30) day period, he/she must wait for a period of six (6) months before he/she can again take a practical apparatus and pump operator examination administered by the Department to qualify for reinstatement of the \$1500 incentive pay.

35.2 Each employee shall be encouraged to participate in fire service apparatus and pump operator training, and such training shall be scheduled by the Lieutenants in coordination with the Battalion Chiefs during the employees' regular shifts. All employees will be allowed to attend such training unless operational issues arise.

35.3 Any bargaining unit employee who holds, or attains and holds, State of Florida Paramedic certification shall be paid incentive pay as follows: less than 6 full years as a State of Florida certified paramedic with the City - \$8,500 per year; 6 full years to less than 11 full years as a State of Florida certified paramedic with the City - \$9,000 per year; and 11 or more full years as a State of Florida certified paramedic with the City - \$9,500. The number of full years of service as a State of Florida certified paramedic with the City for purposes of the Paramedic incentive will be determined on October 1 of each year. Employees who attain State of Florida Paramedic certification during their employment will begin receiving the Paramedic incentive pay at the beginning of the first full pay period after attaining their certification. Employees must maintain their State of Florida Paramedic certification in good standing to continue to receive Paramedic incentive pay.

35.4 Assignment pay of \$1.50 per hour shall be paid to any Firefighter for the actual time he/she serves as a paramedic preceptor pursuant to a paramedic preceptor program established by the Department and approved by the Medical Director.

35.5 The City will maintain the existing Career Track Program, including eligibility requirements for maintenance of and advancement to the established levels.

35.6 Incentive pay in the amount of \$3,000 per year, added to the hourly wages, shall be paid to any bargaining unit employee who has and maintains all of the following certifications:

- A. State of Florida Apparatus and Pump Operator
- B. Truck Company Operations
- C. Aerial Operations
- D. FLUSAR Vehicle and Machinery Rescue Operations
- E. FLUSAR Vehicle and Machinery Rescue Technician
- F. FLUSAR Rope Rescue Operations
- G. FLUSAR Rope Rescue Technician

ARTICLE 36 – PENSION

36.1 The City and the Union agree that pension benefits (including the current pension multiplier of 3.0%) shall remain the same. The parties mutually agree that Chapter 175 premium tax revenues accumulated and received shall be applied to fund the plan and that 50% of all future Chapter 175 excess premium tax revenues in excess of \$273,286.09 shall be used to fund Defined Contribution Plan benefits and 50% of all future Chapter 175 excess premium tax revenues in excess of \$273,286.09 shall be used to reduce the unfunded actuarial accrued liability of the pension plan as long as such liability exists, and thereafter shall be applied to reduce the City's annual required contribution to the pension plan.

36.2 The contribution rate of the bargaining unit employees shall be 7%. The City's contribution rate shall be that which is required to maintain the actuarial soundness of the plan as required by state law.

36.3 Benefit increases and any other changes in the pension plan (which are not mandated by state law) shall be subject to the collective bargaining process under the Florida Public Employees Relations Act.

36.4 Pension trustees may utilize the Union time pool for attendance at required seminars or conferences regarding trustee duties and responsibilities; provided that in order to be eligible to utilize the Union time pool for such attendance, the pension trustees must utilize vacation slots on the existing vacation schedule.

36.5 The parties agree to the following benefits:

A. Military Buy Back—Employees may purchase up to three (3) years of additional retirement service credit for time in active military service prior to employment with the City and for which the employee is not receiving military service retirement benefits. Bargaining unit employees must pay the full actuarial cost of any military buy back time.

B. Deferred Retirement Option Program (DROP)—A DROP benefit shall provide that an employee who is vested and reaches the normal retirement date may elect to retire for pension purposes without terminating employment for up to 3 years. Once DROP is elected, it may not be revoked, and employment will automatically cease at the end of 3 years. Effective upon ratification of this Agreement and amendment of the pension ordinance, the DROP participation period shall be increased from not more than 36 months to not more than 60 months.

Bargaining unit employees, upon entering DROP, will have their monthly DROP benefit placed in a DROP account. and will have the choice of either of the following options:

1. 3% rate of return; or
2. The net rate of investment return for the Plan, not to be less than 0 percent and not to exceed 10 percent.

While in DROP, bargaining unit employees may elect, one time only, to change their rate of return from option 1 to option 2, or option 2 to option 1. Such election, and change in rates, will be effective the beginning of the following Plan quarter. For employees entering DROP after the ratification of this Agreement and amendment of the pension ordinance increasing the DROP from not more than 36 months to not more than 60 months, employees shall be required to make their one-time election upon initially entering DROP.

C. Effective October 1, 2023, salary for pension purposes for all years of service earned after that date shall include up to 300 hours of overtime per calendar year, and shall not include payments for accrued unused sick or annual.

ARTICLE 37 - LIMITATION ON OPENING NEGOTIATIONS

37.1 This Agreement contains the entire agreement of the parties in all matters relative to wages, hours, working conditions, and all other matters which have been or could have been negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to reopen or renegotiate this Agreement, or any part of this Agreement, for the period from its effective date through and including September 30, 2024.

ARTICLE 38 - CONSOLIDATION

38.1 The City agrees that it will retain and adhere to Resolution # 1951-09 concerning the retention of its fire suppression and emergency medical services program during the term of this Agreement.

ARTICLE 39 - DURATION

39.1 This Agreement shall take effect upon ratification of this Agreement by both parties, except as provided in Article 34 – Wages, and shall remain in full force and effect until and including September 30, 2024 when all of the provisions contained herein shall automatically terminate.

39.2 Either party may notify the other of the intent to negotiate a successor agreement after January 1, 2024.

ARTICLE 40 – COMPASSIONATE LEAVE BANK

40.1 The current Compassionate Leave Bank for all bargaining unit employees shall remain in effect except as modified herein. The Bank furnishes benefits equivalent to a medical absence leave for participants who experience personal injury or illness (including without limitation, personal injury, or illness caused by or related to pregnancy or maternity) and for such reason are unable to perform the essential functions of their assigned positions and therefore require time off after the expiration of all other forms of paid leave, such as administrative leave, sick leave, vacation leave or personal leave.

40.2 The City will administer the Bank. The City will keep the only official records of all hours in the Bank and all hours granted to and used by participants.

40.3 The Bank will be governed and managed by a board of three, one member from the Union, one member from City Human Resources, and one member from Fire Administration.

40.4 During the first pay period of January, each member with more than six (6) months employment with the City and as a member of the Union may donate twenty-four (24) hours from their sick leave accrual to the Bank. Any member who has not reached six (6) months employment with the City by January 1, is not eligible to participate until the following January 1st. Participation in the Compassionate Leave Bank is voluntary; provided, however, that any employee who does not make the 24-hour donation in any year will not be eligible to draw benefits in that year. The change from October 1 to January 1 shall be effective January 1, 2023. No deductions shall be made in October 2022.

40.5 Members must have accrued the following minimum number of accrued sick leave hours prior to December 15th before participating in the Bank each year:

- a. 6-12 months = 72 hours
- b. 13-24 months = 144 hours
- c. 25-36 months = 216 hours
- d. 37 months plus = 288 hours

40.6 Request for Benefits/Criteria for Award

A. A member requesting use of the Bank's account will do so in writing to the Fire Chief. Any participant who requests benefits shall simultaneously provide detailed certification of his/her condition from a medical doctor and the amount of time needed from the Bank.

B. The Committee will review all requests within seven (7) days of receipt and render its decision by a majority vote. The Committee has the authority, in its sole discretion, to require medical information satisfactory to it and may defer consideration until such information is furnished. In all cases it is the participant's exclusive responsibility to furnish such information.

C. If the Committee receives with a request for benefits written evidence satisfactory to it that a participant will be unable to perform the essential functions of his/her assigned position solely because of personal injury or illness, as defined herein, as opposed to any other cause, it will grant benefits subject to all provisions. Benefits will not be granted unless the personal injury or illness renders such participant unable to perform the essential functions of his assigned position.

D. A participant may request up to a maximum of fifty (50) percent of the Compassionate Leave Bank balance as exists at the end of the pay period on the date of the request.

40.7 All participants who initially meet the minimum balance requirements remain eligible to participate in the Compassionate Leave Bank, provided they continue contribute a minimum of 24 hours per year to the Bank. In the event their sick leave balance falls below 24 hours and they cannot contribute 24 hours per year, the Committee will determine on a case-by-case basis their continued eligibility to the Bank.

40.8 If any participant or multiple participants exhaust the current Compassionate Leave Bank, members may contribute additional hours, in any amount desired, in order to stabilize or replenish the Bank.

ARTICLE 41 - DRUG AND ALCOHOL TESTING

41.1 The City and the Union mutually agree that employee substance and alcohol abuse constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment and the image of the City and its employees are placed in jeopardy if an employee is involved in substance or alcohol abuse. Accordingly, the Union agrees that the City shall have the right and authority to require employees to submit to appropriate drug and alcohol testing to detect the presence of any controlled substance, narcotic, drug, or alcohol as a part of any physical and/or psychological examination for the purpose of determining an employee's fitness for duty. Further, the City shall also have the right and authority to require employees to submit to substance and alcohol testing based on circumstances that indicate reasonable suspicion to believe that the employee is under the influence of a controlled substance, narcotic, drug, or alcohol; suffers from substance or alcohol abuse; or is in violation of any City, Departmental, or state rule, regulation, or law regarding the use of such substance or alcohol.

41.2 The authority to require employees to submit to substance and alcohol testing shall be with the City Manager, Human Resources Director, Fire Chief, or their immediate subordinate management officials.

41.3 Except as modified in this Article, the provisions of the City's Personnel Rules and Regulations governing substance abuse, including drug and alcohol use, shall be incorporated herein by this reference and shall govern all employees covered hereunder.

41.4 Notwithstanding any of the provisions of this Article or the City's Personnel Rules and Regulations, a positive result on any drug or alcohol test may, in the City's discretion, result in appropriate disciplinary action up to and including termination. An employee's refusal to submit to drug or alcohol testing in accordance with the provisions of this Article may, in the City's discretion, result in disciplinary action up to and including termination. Should the City deem appropriate, it may order an employee, who is tested positive, to undergo rehabilitation in lieu of or in combination with disciplinary action. The terms and conditions of such rehabilitation shall be in the sole and exclusive discretion of the City, and nothing herein shall require the City to order rehabilitation in lieu of or in combination with disciplinary action in any given situation. The nature and extent of any follow-up testing (if any) shall be within the sole discretion of the City.

41.5 In the event that any employee contests his termination or other disciplinary action resulting from a positive drug or alcohol test, the employee shall have the burden of going forward with his/her evidence and the burden of proving beyond any reasonable doubt that the disciplinary action taken by the City was arbitrary and capricious. Under no circumstances shall it be deemed "arbitrary and capricious" for the City to administer different disciplinary actions to different employees (whether the circumstances are similar or otherwise). Further, under no circumstances shall it be deemed "arbitrary and capricious" for the City to permit rehabilitation in lieu of or in combination with disciplinary action in some cases, but not in others. All actions taken by the City are presumed to be valid and proper under the terms of this Agreement.

41.6 Notwithstanding any other provision of this Article, the City reserves the right to administer random drug testing to the extent that such drug testing is lawful under federal and Florida law.

41.7 Any testing administered under this Article shall be administered in accordance with the standards set forth in the substance abuse provision of the City's Rules and Regulations.

41.8 The City agrees that any drug or alcohol testing performed pursuant to the provisions of this Article shall be performed by an independent panel of state-certified laboratories utilizing accepted industry protocol.

41.9 Any employee subjected to drug or alcohol testing as a result of involvement in an accident or for any other reason under this Article will be assigned to duties which do not include driving/operating any apparatus until such time as the test result is confirmed.

ARTICLE 42 – ANNUAL LEAVE

42.1 Accrual, payment, and other provisions governing annual leave shall be governed by the City's Personnel Procedures and Rules; provided, however, that annual accrual rate for Fire Department Shift personnel will be as follows:

<u>Minimum Length of Service</u>	<u>Hours Accrued Per Year</u>
1 year	216 hours
2 years	228 hours
3 years	240 hours
4 years	252 hours
5 years	264 hours
6 years	276 hours
7 years	288 hours
8 years	312 hours
9 years	324 hours
10+years	336 hours

42.2 If the City's electronic timekeeping system can accommodate it, annual leave must be scheduled and recorded in the electronic system.

42.3 Annual leave and/or floating holiday leave requested less than 48 hours prior to the start of the leave may be denied if it will result in overtime.

ARTICLE 43 – SICK LEAVE

43.1 Accrual, payment, and other provisions governing Sick leave shall be governed by the City's Personnel Procedures and Rules; provided, however, that all bargaining unit employees shall be required to use accrued sick leave for any and all time off taken for sick leave qualifying reasons.

43.2 If the City's electronic timekeeping system can accommodate it, advanced sick leave must be scheduled and recorded in the electronic system.

OVIEDO PROFESSIONAL
FIREFIGHTERS, LOCAL 3476,
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

By:



Date:

12/6/21

CITY OF OVIEDO

By:



Date:

12/7/2021

APPENDIX A

FY 2021-2021 PAY PLAN

Pay Grade	Position (FLSA Status)	Hrly Min	Hrly Mid	Hrly Max	Annual Min	Annual Mid	Annual Max
406	Firefighter (N)	\$15.14	\$20.23	\$25.32	\$44,075.00	\$58,906.75	\$73,738.50
408	Lieutenant (N)	\$21.12	\$27.60	\$34.07	\$61,500.00	\$80,360.00	\$99,220.00
410	Battalion Chief (E)	\$26.40	\$33.35	\$40.30	\$76,875.00	\$97,118.75	\$117,362.50

FY 2022-2023 PAY PLAN

Pay Grade	Position (FLSA Status)	Hrly Min	Hrly Mid	Hrly Max	Annual Min	Annual Mid	Annual Max
406	Firefighter (N)	\$15.51	\$20.73	\$25.96	\$45,176.88	\$60,379.42	\$75,581.96
408	Lieutenant (N)	\$21.65	\$28.29	\$34.92	\$63,037.50	\$82,369.00	\$101,700.50
410	Battalion Chief (E)	\$27.06	\$34.18	\$41.31	\$78,796.88	\$99,546.72	\$120,296.56

FY 2023-24 PAY PLAN

Pay Grade	Position (FLSA Status)	Hrly Min	Hrly Mid	Hrly Max	Annual Min	Annual Mid	Annual Max
406	Firefighter (N)	\$15.82	\$21.15	\$26.47	\$46,080.41	\$61,587.01	\$77,093.60
408	Lieutenant (N)	\$22.08	\$28.85	\$35.62	\$64,298.25	\$84,016.38	\$103,734.51
410	Battalion Chief (E)	\$27.60	\$34.87	\$42.14	\$80,372.81	\$101,537.65	\$122,702.49