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IDnum 20 **Language** English **Country** United States **State** FL

Union

Local Reedy Creek Firefighters Association Local 2117

| Occupations Represented |
|--------------------------|
| Firefighting occupations |
| |

Bargaining Agency Reedy Creek Improvement District

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1998 **EndYear** 2001

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Notes

Contact

Full text contract begins on following page.

Article 1 - Preamble

THIS AGREEMENT is entered into as of January 4, 1998 by and between the REEDY CREEK IMPROVEMENT DISTRICT, a public body, hereinafter referred to as "District" and the REEDY CREEK FIRE FIGHTERS ASSOCIATION, LOCAL NUMBER 2117, hereinafter referred to as "Union."

Article 2 - Purpose

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

Article 3 - Applicability Of Agreement

AGREEMENT NOT RESTRICTIVE ON DISTRICT ADMINISTRATION OR BOARD OF SUPERVISORS

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

Article 4 - Recognition

The District recognizes the Union as the sole and exclusive collective bargaining representative of the District's employees classified as Fire Fighters, Driver/Operators, Lieutenants (Suppression and EMS), Communicators, and Paramedics, but excluding Chief (Manager); Deputy Chiefs (Deputy Managers); Assistant Chiefs (Assistant Managers); Commanders (Assistant Managers); Captains (Supervisors); Code Enforcement Specialists; Systems Specialists; clerical and other supervisory personnel.

Article 5 - Scope

SECTION 1. ACTIVITY COVERED

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

SECTION 2. MUNICIPALITY FIRE DEPARTMENTS IN DISTRICT NOT COVERED

This Agreement shall not include any future municipality, within the District boundaries, which provides its own fire/emergency medical service. In the event any future municipality does not have or has the District provide fire/emergency medical service, then such services shall be included within the scope of this Agreement.

SECTION 3. DISTRICT MAY PROVIDE FIRE PROTECTION FOR MUNICIPALITIES WITHIN DISTRICT

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

Article 6 - Management Rights

Except as expressly and clearly limited by the terms of this Agreement, the District reserves and retains exclusively all of its normal and inherent rights with respect to the management of the District's Fire Department, including but not limited to, its right to select and direct the number of employees assigned to any particular classification of work; to establish and change work schedules and assignments; to lay off, terminate or otherwise release employees from duty for lack of work or just cause; to make and enforce work rules and rules for personal grooming and the maintenance of discipline; to determine the number, location, or relocation of fire stations; to institute technological changes; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of the District's Fire Department.

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

Article 7 - Prohibition Of Picketing And Strikes

SECTION 1. NO STRIKE - NO LOCKOUT

The Union recognizes that under the Constitution and laws of the State of Florida, it is precluded from invoking the right to strike. "Strike" means the concerted failure to report for duty, the concerted absence from one's position, the concerted stoppage of work, the concerted submission of resignations, the concerted use of sick leave, picketing, or disruptively demonstrating by any employee or employee group, or the concerted abstinence in whole or in part from the full, faithful and proper performance of the duties of employment with the District for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment, or participating in any manner in any course of conduct which adversely affects the services of the District. There shall be no lockout by the District.

SECTION 2. FAILURE TO CROSS PICKET LINE VIOLATION OF AGREEMENT

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

SECTION 3. UNION'S RESPONSIBILITY TO PREVENT WORK STOPPAGE, PICKETING, STRIKE OR DISRUPTIVE ACTIVITY

The Union shall not sanction, aid or abet, encourage or condone a work stoppage, picketing, or disruptive activity at or near the District's premises and shall undertake all possible steps to prevent or to terminate any strike or work stoppage, picketing, or disruptive activity. No employee shall engage in activities that violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the District shall be subject to disciplinary action, including discharge. The failure of the District to exercise this right in any instance shall not be deemed a waiver of this right in any other instances, nor shall the District's right to discipline all employees for any other cause be in any way affected by this Section.

SECTION 4. ENFORCEMENT OF ARTICLE 7

A breach of any provisions of this Article by either party will entitle the aggrieved party to injunctive relief, without notice, in a Circuit Court of the State of Florida, in addition to any other remedies under the law.

Article 8 - Non-discrimination

SECTION 1. UNION MEMBERSHIP

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

SECTION 2. NON-DISCRIMINATION

The District and the Union agree there shall be no discrimination against any employee or prospective employee due to race, color, creed, sex, age or national origin, marital status or disability as provided in Federal and State legislation and further agree to support affirmative action efforts provided that such efforts are not in conflict with this agreement.

SECTION 3. AMERICANS WITH DISABILITIES ACT

The District and the Union agree to abide by the provisions of the Americans With Disabilities Act of 1990.

SECTION 4. LANGUAGE DISCLAIMER

For the purposes of this Agreement, references to employees in the masculine gender shall be deemed to apply equally, and without distinction or discrimination to the female gender.

Article 9 - Union Activity And Check-off

SECTION 1. LABOR AGREEMENT DISTRIBUTION

The District will bear the burden of cost for printing a reasonable number of copies of the parties collective bargaining agreement and the Union will bear

the responsibility of distributing the agreement to members of the bargaining unit.

SECTION 2. DISTRIBUTION AND SOLICITATION

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

SECTION 3. PERMISSION FOR UNION REPRESENTATIVE TO ENTER PREMISES

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

SECTION 4. SHIFT STEWARDS

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

SECTION 5. CHECK-OFF

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

SECTION 6. PUBLIC INFORMATION

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

Article 10 - Hours Of Work And Overtime

SECTION 1. WORKWEEK - PAYROLL WEEK

Both the workweek and payroll week are a period of seven (7) days, starting at 0800 hours on each Sunday and ending at 0759:59 hours on the same day in the following week.

SECTION 2. PAYROLL DAY

A payroll day is a period of twenty-four (24) hours starting at 0800 hours and ending at 0759:59 hours the following day.

SECTION 3. WORK PERIOD

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

1. Employees shall be scheduled to work one (1) shift of twenty four (24) hours starting at 0800 hours, followed by forty eight (48) hours off-duty.

2. The work week shall average forty eight (48) hours per week on an annual basis. This work week (effective 01/01/1996) shall consist of the employee working six shifts out of seven with the shift off scheduled by the District within a regular rotation.

3. The FLSA schedule shall consist of a twenty eight (28) day cycle totaling two hundred twelve hours.

B. Forty Hour (40) Shift

Communicators will be scheduled to work four (4), ten (10) hour shifts per forty (40) hour workweek, with three (3) consecutive days off. The on-duty Communicator will be allowed three (3) fifteen (15) minute rest periods for each work shift.

SECTION 4. OVERTIME

A. Twenty Four (24) Hour Shift

1. Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for all continuous hours worked in excess of the regularly scheduled shift.

2. Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for all hours worked in excess of the regularly scheduled hours per week. Vacation and Sick leave shall not be counted as time worked for purposes of calculating overtime.

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

B. Ten (10) Hour Shift

1. Communicators shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for all authorized hours worked in excess of their forty (40) hours in any one payroll week.

2. Communicators shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for all hours worked in excess of ten (10) hours in any one payroll day.

C. Overtime Scheduling

It is agreed that the Union will continue responsibility for the distribution and assignment of overtime in accordance with qualifications required by the District. A Union official will be provided access to a telephone to obtain the needed overtime commitment. The District reserves the right to offer overtime schedules in increments of less than twenty four (24) hours.

Such administration will include the District's ability to require and enforce overtime schedules in the following manner:

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

D. Call-Back Pay

Call-back pay shall apply to that period of time starting after any employee is relieved from duty and leaves his/her Fire Department location. Upon notification of being called back to work, an employee shall be paid a minimum of four (4) hours at one and one-half (1-1/2) times the employee's normal rate of pay.

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

SECTION 5. Payday

Employees shall be paid weekly. Paychecks shall be distributed on Thursday after 0700 hours following the end of each payroll week at the assigned station unless the employee notifies the Administration he/she will be at a different station.

SECTION 6. Lunch and supper periods - twenty four (24) hour shift

A. Lunch

A one (1) hour lunch period will be scheduled as near as practicable to 12:00 noon for each employee, unless in the case of emergency or alarm.

B. Supper

A one and one-half (1-1/2) hour supper period will be scheduled as near as practicable to 1700 hours for each employee, unless in the case of emergency or alarm.

C. Eating Facilities

The District will provide clean and sanitary eating facilities including cooking area and utensils. With the approval of the on duty Commander, employees will be allowed to eat meals in facilities other than the Fire Station when circumstances dictate it to be convenient while out of the Fire Station.

D. Lunch and Supper Periods Not Free Time

Lunch and supper periods shall not be construed as free time and all employees shall remain ready and available for emergency responses during these periods.

E. Employees working "stand-by" will be relieved for normal meal periods.

SECTION 7. Meal periods - communicators

Communicators will be allowed a meal period at any time during as near as practical to the middle of their shift working hours while covering their duties at the same time.

SECTION 8. Reduced activity periods

The use of beds will be permitted after 2100 hours. The period that an employee may sleep will be from 2100 until 0700 hours.

For extended tours of duty, recall to duty, inspection duty, standbys or other such activities that would interfere with the normal sleeping periods, the use of beds shall be permitted at the discretion of the Commander.

SECTION 9. Training

A. Temperature Extremes: Training exercises (other than classroom) shall not be conducted when the ambient temperature, at the training site, is above 90F or below 40F or during hazardous weather conditions.

B. Training shall not normally be scheduled after 2100 hours.

C. Reasonable training breaks will be provided.

Article 11 - Working Out of Classification

SECTION 1. Working out of job classification

A. Any employee temporarily assigned to work out of his/her regular classification for six (6) hours or more shall receive the higher rate of pay for all time worked in a higher rated job classification, but not less than 5% above the employee's normal rate of pay.

B. An out-of-class list, by station, by shift, for Driver/Operator, Paramedic, Lieutenant, EMS Lieutenant and Commander shall be maintained. This list will consist of those members on a current promotional eligibility list.

C. In the event a promotional eligibility list has been exhausted, does not exist or the employees on the list as per Section B are not available, the following criteria will apply by shift:

1. Commander - Lieutenants with a minimum of three (3) years service in grade.

2. EMS Lieutenants - Stated Paramedics with a minimum of three (3) years service in grade, preceptor and are qualified by the EMS Lieutenants.

3. Suppression Lieutenants - Driver/Operators with a minimum of three (3) years of service.

4. Driver Operator - Firefighters and Paramedics with a minimum of two (2) years service and Relief Driver or D/O class.

5. Paramedic - Any employee with paramedic certification non-stated as a paramedic. The paramedic must be Orange County certified.

D. Rank Order for out-of-class list shall be established by seniority.

Working out-of-class assignments shall be rotated by position on the applicable list per assignment. Position on the list may be passed over at the discretion of the Shift Lieutenant or Commander, as applicable, as follows:

1. based upon employee's request;

2. based on the work experience of the on-duty Commanders, Lieutenants, Driver/Operators, Paramedics and Fire Fighters;

3. based on operational efficiency.

F. Normally, only stated Communicators will be scheduled to work in the Communication Center. However, non-Communicators may be temporarily assigned to the Communication Center in extraordinary circumstances. To the extent work is available limited duty assignments for non-Communicators may occur at the Communication Center.

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

SECTION 2. working out-of-class - training

Any employee assigned out-of-class for training purposes shall be supervised by the trainer. The employee assigned out-of-class for training purposes shall receive his/her normal rate of pay during said assignment.

Article 12 - Shift Exchange

SECTION 1. SHIFT EXCHANGE

A. Shift exchange is done voluntarily by the employees and not at the behest of the District. The reason for trading time is not due to the needs of the District's business operations. The District shall maintain record of all shift exchanges.

B. Responsibility and liability for shift exchanges, paybacks and initiations, shall be solely that of the employees involved in the actual shift exchange.

C. When the employee agreeing to work for another employee is unable to report for duty due to illness, it is his/her responsibility to notify the normally scheduled employee's superior of the situation and further they shall attempt to locate the employee normally scheduled to work and notify him/her of the situation. In the event the employee normally scheduled to work cannot be located, the employee agreeing to work shall attempt to locate another employee to fulfill the shift exchange obligation. If the employee agreeing to work has made every effort to locate another employee to fulfill the shift exchange obligation, but is unsuccessful or fails to report for the agreed upon shift exchange, then the employee who was normally scheduled to work shall have their pay reduced for the amount of monies that was lost as a result of the absence during the pay cycle that the exchange was scheduled or occurred.

D. In the event the employee agreeing to work for another employee becomes ill during a shift exchange, then he/she will be relieved from duty and the employee who was normally scheduled to work shall have their pay reduced for the amount of monies that was lost as a result of the absence during the pay cycle that the exchange was scheduled or occurred.

E. Absence or tardiness on any shift exchange will be documented and the employee agreeing to the shift exchange may be subject to disciplinary action for any violation according to rules and regulations of the department.

F. Requests for all shift exchanges shall be made by submitting a completed Notice for Shift Exchange form in triplicate to the initiating employee's Supervisor/Commander for approval. Shift exchange shall not be denied except for extraordinary cause. The Notice shall be submitted no later than four (4) calendar days (one duty shift) prior to the intended shift exchange. Once approved, the shift exchange request will be recorded in a Shift Exchange Log. After the shift exchange has occurred, the Supervisor/Commander shall record the exchange in the Shift Exchange Log and file that form. A copy of the approved Notice for Shift Exchange shall be kept by the employees exchanging shifts.

G. Shift exchanges may be approved by a Supervisor/Commander on an individual basis without the time limitation being applicable.

H. An employee agreeing to work a shift exchange for another employee may be of equal or higher rank. Out-of-job classification shift exchanges must be approved by the immediate Supervisor/Commander of the employees involved.

I. There shall be no limit to shift exchanges.

J. Back-to-back, twenty-four (24) hour shift exchanges may not occur more than three times per calendar year. The District agrees to continue to make

reasonable accommodations for partial back-to-back shift exchanges for continuing education, Union business and personal reasons.

K. Shift exchanges shall be between two (2) individuals, per exchange, except for extenuating circumstances where two (2) individuals may exchange for one (1) at the discretion of the Supervisor/Commander.

L. Probationary employees may shift exchange only with other probationary employees unless otherwise approved by the immediate Supervisor/Commander of both employees involved.

M. In the event of training activities that are of the nature of being unique, special, infrequent or the last opportunity, shift exchanges may be denied, provided the Fire Chief and the Union President mutually agree in advance that said training meets the above conditions. Such agreement shall not be unreasonably withheld. Any dispute regarding the nature of the training shall be resolved by the District Labor Relations Officer.

Article 13 - Job Classifications And Wage Rates

SECTION 1. WAGE RATE SCHEDULE

Job classifications and rates of pay which shall prevail during the remainder of the term of this Agreement are set forth and contained in Addendum "A" attached hereto and considered in all respects to be a part of this Agreement.

SECTION 2. RATES FOR NEW JOBS

If the District hereafter establishes any new or substantially changed job classifications or work operation, it will give as much notice thereof to the Union as is possible, and will discuss same if requested. The new job classification and wage rate for such new job classification will be established by the District. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the third (3rd) step of the Grievance Procedure within five (5) calendar days after installation of the new rate. In the event any higher rate is agreed upon through the Grievance Procedure or arbitration, it shall be effective retroactively as of the date the job classification was installed.

SECTION 3. NIGHT SHIFT PREMIUM - Communicators

Communicators scheduled to commence work at or after 2200 hours and before or at 0400 hours will be paid a premium of \$.50 per hour in addition to their straight time rate for their scheduled work day.

SECTION 4. WAGE RATES - NEW EMPLOYEES

In determining the wage rate for new employees, the District will utilize the seniority date as established in Article 14, Section 11 as well as the following:

The range penetration concept will be applied to the following job classifications only:

Firefighter (Certified Firefighter)

Paramedic (Certified Firefighter/Paramedic)

An applicant will be considered for wage penetration based on the following criteria:

Firefighter

Up to 4 years - 1 year rate
5+ years - 2 year rate

Paramedic

Up to 4 years - 1 year rate
5 - 9 years - 2 year rate
10+ years - 3 year rate

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

Article 14 - Seniority

SECTION 1. DEFINITION OF SENIORITY

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

SECTION 2. PRINCIPLES OF SENIORITY

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

SECTION 3. DISPUTE ON SENIORITY SUBJECT TO GRIEVANCE PROCEDURE

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

SECTION 4. PROBATIONARY PERIOD

All new employees shall be considered probationary employees for a period of six (6) months.

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

SECTION 5. TERMINATION OF SENIORITY

Seniority and the employment relationship shall terminate when an employee:

- A. Resigns
- B. Is discharged for just cause
- C. Is absent for two (2) consecutive unexcused work shifts
- D. Is laid off for a continuous period of twelve (12) months or more.
- E. Fails to report at the end of a leave of absence.

SECTION 6. LAYOFF ACCORDING TO SENIORITY

Whenever it becomes necessary to reduce the work force, the employee(s) will be reduced in rank by classification in accordance with their seniority. It has been mutually agreed to establish classification seniority for Lieutenants, Paramedics and Driver/Operators. When a reduction in force is required of Lieutenants, the Lieutenant with the least Lieutenant classification seniority will be reduced to the previously held classification. Driver/Operators and Paramedics will hold the highest seniority in that classification. Lieutenants reduced to Firefighter will exercise Fire Department seniority. When a reduction in force is required of Driver/Operators or Paramedics, the employee with the least classification seniority will be reduced and exercise Fire Department seniority. Layoffs will be by the Firefighters classification in accordance with Fire Department seniority.

SECTION 7. NOTICE OF LAYOFF

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

SECTION 8. LAID-OFF EMPLOYEES RETAIN SENIORITY FOR TWELVE (12) MONTHS

Employees on layoff for twelve (12) months or less and who are recalled will maintain their seniority date and continuous service date for purposes of District benefits.

SECTION 9. RECALLS IN ACCORDANCE WITH SENIORITY

Employees who have been laid off as a result of the curtailment of operations shall be recalled by classification in accordance with their seniority.

SECTION 10. RECALL PROCEDURE

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

SECTION 11. CORRECT ADDRESS AND TELEPHONE NUMBER

Failure of an employee to have a current address and telephone number on record in the Personnel Department will relieve the District of its responsibility of notification to the employee under any Article of this Agreement.

SECTION 12. FAILURE TO REPORT FROM LAYOFF

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

SECTION 13. PROMOTION TO NON-BARGAINING UNIT POSITION

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

Article 15 - Discipline, Standards Of Conduct And Discharge

SECTION 1. STANDARDS OF CONDUCT

High standards of conduct are necessary to preserve the District's public image and to ensure a safe, harmonious and effective working atmosphere.

SECTION 2. DISCIPLINE FOR SUFFICIENT REASON

A. The District has a right to issue reprimands, suspend, discharge, or otherwise discipline any employee for just cause, and this right is reserved exclusively to management. All officers and District officials have the duty to administer timely correction to ensure efficiency, good order and morale. Properly administered discipline is designed to prevent the need for later and more severe corrective action. The District will make its determination based upon the facts, circumstances and severity of the case giving due consideration to the employee's prior work record and seniority. Any employee who feels that his/her discipline is unwarranted shall have recourse to the Grievance and Arbitration Procedures provided in this Agreement.

Employees will be advised they have the right to the presence and advice of a Union Representative before any disciplinary action, or questioning for the purpose of such action, is taken. The District will make reasonable efforts to accommodate requests for specific Union representation when said representative is readily available on shift.

C. Employees, upon request, may review their personnel file with supervision. Such requests will be honored as soon as is reasonably practical.

SECTION 3. DISCIPLINARY PROCEDURES

A. The District will follow disciplinary procedures outlined in the Employee Relations Manual.

B. For the purpose of this Section, coaching/counseling is not considered disciplinary action and is intended to identify and correct deficiencies and to avoid the need for future disciplinary action.

Oral and written reprimands will be considered active for a period of one year unless the discipline is indicative of a pattern of behavior in which case they may be considered for a longer period of time as appropriate. Supervisors should communicate patterns which they feel have a bearing on current circumstances to employees when they feel they indicate an unacceptable pattern of behavior, conduct or performance.

Bargaining Unit employees will not be required to conduct investigations of other Bargaining Unit employees. The only exception to this would be in the case of the Safety Committee investigating job related accidents or illnesses.

Article 16 - Investigations

SECTION 1. DEFINITIONS

A. "Informal inquiry" means a meeting by supervisory or management personnel with an employee about whom an allegation of misconduct has come to the attention of such supervisory or management personnel. The purpose of such meeting is to mediate a complaint or to discuss the facts to determine whether a formal investigation should be commenced.

"Interrogation" means the questioning of an employee by the employer in connection with a formal investigation or an administrative proceeding, excluding Civil Service or arbitration. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.

C. The District will make every effort to ensure that investigations are conducted as rapidly as possible once it has had reasonable opportunity to become aware of the alleged occurrence.

SECTION 2. INFORMAL INQUIRIES

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

A. An "informal inquiry" normally relates to matter of a routine and non-criminal nature.

B. It shall normally be conducted by the employee's immediate supervisor, or other Fire Department management, in a one-on-one setting, during the employee's regularly scheduled working time and at this regularly assigned duty station.

C. It shall be conducted without a verbatim (taped or otherwise) record made of the inquiry except by mutual consent.

D. If a law enforcement agency has initiated any of the charges, the employee shall be so advised.

E. During the inquiry or an investigation which the employer deems an informal inquiry, the employee has the right at any time to have the inquiry halted and treated as a formal investigation.

SECTION 3. INTERROGATIONS - FORMAL

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

A. The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the accused is off duty at the time of the interrogation, the time spent by the accused in the interrogation shall be considered time worked and appropriately compensated. If it occurs while on-duty, a commanding officer or a supervisor of the accused shall be notified of the interrogation.

B. If the interrogation is conducted by or for the Department, it shall take place in a Fire Department building, whenever possible.

C. The accused shall be informed of his/her right to Union representation as well as the rank, name, and command of the officer in charge of the investigation, the interrogating party and all persons present during the interrogation. All questions directed at the accused shall be asked by one interrogator at any one time.

D. Prior to an interrogation beginning, the accused shall be informed in writing of the nature of the investigation. This shall include the regulation(s) allegedly violated, the date and time of the violation if applicable and a general description of the circumstances of the alleged misconduct. The accused shall be informed beforehand of the names of all complainants.

E. Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

F. The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward, threat, or action shall be made as an inducement to answering any question.

G. No mechanical device, including, but not limited to polygraph, psychological stress evaluator, et al, shall be forced onto an accused, nor shall disciplinary action be taken against an accused who refuses to submit to such testing.

H. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the employee under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

I. Nothing contained in this Article shall constitute a waiver of employee rights granted under Florida Statute Chapter 112, Part VIII.

SECTION 1. DEFINITIONS

A. GRIEVANCE

A grievance, within the meaning of this procedure, is defined as a dispute or difference of opinion between the parties concerning the meaning, interpretation, application or alleged violation by the District of this Agreement.

B. TIME LIMITS

The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days indicated at each step of the grievance procedure should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement as evidenced by a waiver in writing signed by an authorized representative of the District and the Union; otherwise, the grievance shall be regarded as withdrawn and considered as settled on the basis of the District's answer in writing at the last step of the grievance procedure by the Union.

SECTION 2. GRIEVANCE AND ARBITRATION PROCEDURE

A. STEP ONE

An employee, believing that he/she has suffered a grievance shall discuss the matter with the Captain, Commander or Deputy Chief, whomever initiated and authorized the basis for the grievance.

The employee may choose whether to discuss the matter with or without the assistance of his/her union representative.

In the event that an initial resolution is reached without Union representation, the Union shall be informed of the issue and resolution. Any resolution made at Step One of the grievance procedure shall be made without precedent or prejudice to either party and shall not be utilized in any fashion as interpretation of the collective bargaining agreement.

Should the Union believe that the resolution does not conform with this Agreement the Union may file a written grievance at the appropriate step.

B. STEP TWO

If the grievance has not been satisfactorily resolved at Step One, the aggrieved employee or the Union may, within five (5) working days following the answer at Step One, present a written grievance to the Fire Chief.

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

The Fire Chief, shall obtain the facts concerning the alleged grievance and shall, within five (5) working days of receipt of the grievance from Step One or within five (5) working days of receipt of the amended grievance, conduct a meeting with the aggrieved employee and the Union representative. The Fire Chief, will notify the employee and the Union of this decision, in writing,

within five (5) working days after the grievance was received and/or following the meeting date, whichever date is later.

C. STEP THREE

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

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

D. STEP FOUR

The Union, or the grievant if not represented by the Union, may within twenty (20) working days after receipt of the decision from Step Three, give to the District a written notice of its desire to submit the matter to arbitration.

1. ARBITRATION

a. The arbitrator shall be selected from a panel of arbitrators furnished by the Federal Mediation and Conciliation Service. The Rules of the Federal Mediation and Conciliation Service shall govern the selection of an arbitrator and the conduct of the arbitration hearing. However, upon mutual agreement, the parties may utilize the Expedited Labor Arbitration Rules of the American Arbitration Association.

b. Within five (5) working days from the receipt of such notice by the District, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service or the American Arbitration Association, requesting a list of arbitrators. Either party may, in its sole discretion, reject the initial list provided to the parties and request a second list. Within ten (10) working days after receipt of the list of arbitrators, the parties shall strike names. The Union and the District will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The District and the Union will alternate in the right to first strike names in successive arbitrations.

c. As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties to consider the subject matter of the dispute. The decision of the arbitrator will be served upon the aggrieved employee, the Union and the District, in writing. It will be the obligation of the arbitrator to the District and the Union to make every effort to rule on the case(s) heard by him/her within thirty (30) calendar days of the hearing.

d. The power and authority of the arbitrator shall be limited to the application and interpretation of the terms of the Agreement as herein set forth. The arbitrator shall not have the power or authority to add to, subtract from or modify any of the terms or conditions or to limit or impair any right that is reserved to the District, the Union, or the employee(s), or to establish or change any rate of pay which has been set by this Agreement.

e. The decision of the arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved.

f. Each party shall make arrangements for the witnesses called by its side for the arbitration. The District will cooperate reasonably in releasing employees to testify; however, the parties recognize that employees may also have to utilize shift exchange for availability to testify.

g. The expense of the arbitration shall be borne equally by the parties. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. Where the Union is not a party and does not represent the aggrieved employee in an arbitration proceeding, the employee will bear one half of the cost of the compensation and expenses of the arbitrator. In these instances, the District may require the grievant to make an appropriate deposit of cash, money order, or certified check to be held by the District in escrow toward payment of the arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing. This deposit must be made at least ten (10) days prior to the date of the scheduled arbitration hearing.

SECTION 3. RULES OF GRIEVANCE PROCESSING

A. Each successive step in this procedure must be followed in order. In the case of suspension or discharge or a grievance involving District policy, the grievance shall be filed at Step Two. In the case of discharge the grievance shall be initially filed at Step Three.

B. Each party shall make arrangements for the witnesses called by its side at each step in the procedure. The District will release on duty employees with no loss of pay for attendance at Step Two and Three grievance meetings, provided that said requests are reasonable.

C. All days listed in this Grievance Procedure are calendar days, with District designated holidays and weekends excepted.

Copies of the grievance responses at each step will be forwarded to the District's Personnel Director and the Union office, by the responding party.

Article 18 - Uniforms, Equipment And Personal Appearance

SECTION 1. WORK UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

The District will furnish, at its expense, the following work uniforms, protective clothing and equipment. When the employee requests, the District determined by the District to be necessary, it will replace uniforms, clothing and equipment as it becomes unserviceable or obsolete, with such replacement

being made within a reasonable period of time. Unserviceable equipment will not be reissued.

- 4 short sleeve
- 4 pairs of work trousers
- 1 work jacket with removable liner
- 1 protective "bunker" coat
- 1 pair work gloves
- 1 pair of knee boots
- 1 protective helmet with face shield
- 1 fit tested SCBA facepiece, low pressure hose, storage bag
- 1 pair "bunker" pants
- 1 identification card
- 6 T-shirts*
- 1 baseball cap*
- 1 Nomex hood
- 3 pair of gym shorts*
- 1 pair work shoes**
- 1 black leather belt*
- 1 pair sweat pants/shirt*
- EMT or Paramedic shoulder patches, as applicable

*(issued once per fiscal year)

** (issued as needed as determined by the District)

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

SECTION 2. LAUNDRY AND CLEANING OF CLOTHING PAID BY DISTRICT

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

SECTION 3. PENALTY FOR LOST CLOTHING OR MISUSE OF CLOTHING

Each employee will be required to sign an authorization for the District to deduct from wages the amount of money necessary to replace, except for normal use, the employee's District-furnished clothing, safety devices and/or equipment, in the event the clothing, safety devices and/or equipment is not returned when required, or is defaced or is willfully damaged. An employee who willfully defaces, destroys or misuses District-furnished clothing, safety devices and/or equipment is subject to disciplinary action, including dismissal. The employee will not be held responsible for clothing lost while being laundered by the District; nor will the employee be held responsible for protective clothing or equipment stolen from areas where the employee has no control.

SECTION 4. PERSONAL APPEARANCE RULES SET FORTH IN WRITING

It is recognized that the District may make and enforce rules relating to personal appearance which must be set forth in writing.

SECTION 5. FURNISHED CLOTHING, SAFETY DEVICES AND/OR EQUIPMENT NOT TO BE WORN OFF DUTY

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

SECTION 6. PAYMENT FOR LOST OR DAMAGED PERSONAL PROPERTY

The District agrees to reimburse the full cost for prescription eye glasses not to exceed One Hundred Dollars (\$100), and up to Twenty Five Dollars (\$25) for wrist watches, damaged or lost in the line of duty. The Employee must provide adequate proof of such damage or loss, the circumstances of the event, and proof of the original purchase price are presented to the Deputy Manager of Operations.

Article 19 - Safety And Health

SECTION 1. DISTRICT RESPONSIBILITY

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

SECTION 2. EMPLOYEE RESPONSIBILITY

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

Section 3. MEDICAL SURVEILLANCE EXAMINATIONS

A. Each employee will be required to undergo an annual medical surveillance physical examination, conducted by a licensed physician designated and paid for by the District, which shall include the following:

1. Chest X-ray
2. Urinalysis
3. Vision Test
4. Audio Screen Test
5. Height and Weight recorded
6. Blood Pressure
7. Blood Chemical Profile (SMAC 24 & CBC)
8. "At rest" EKG
9. Stress EKGs may be performed as a part of the yearly physical at the District's expense in any case where it is determined appropriate based on objective medical evidence as determined by the District's Medical Services provider.
10. Pulmonary Function Test

SECTION 4. SAFETY COMMITTEE

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

Representatives of the District and Union will cooperate in the enforcement of all rules and practices to further safe and sanitary working conditions. Three representatives from the District and three from the Union shall form a Safety Committee to further this purpose. Such Committee shall meet on a quarterly basis provided agenda items are available to discuss. Agenda items may include such issues as specifications for protective clothing, equipment and apparatus; review of work related accidents; and, alleged hazardous conditions. Any two members of the Committee may request a meeting with fourteen (14) calendar days notice. The request must be submitted in writing to the Fire Chief setting forth the need for the meeting and items to be discussed.

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

SECTION 5. SAFETY CLOTHING AND EQUIPMENT

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

SECTION 6. STANDARDS

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

SECTION 7. PHYSICAL EXAMINATIONS

Applicants for employment with the District may be required to undertake a post-offer, conditional-employment medical examination. Examinations will be conducted by a licensed physician designated and paid for by the District. An employee may be required by the District to submit to a medical examination, based upon objective and reasonable facts and observations, in the following situations:

A. When the District needs to determine whether an employee is able to perform the essential functions of a position with or without accommodation and/or whether the employee can perform the essential functions of a position, with or without reasonable accommodation, without directly threatening his health or safety or that of others;

B. When the District concludes that it must determine whether reasonable accommodation is required or where an employee has requested accommodation, including the nature and extent of such accommodation;

C. When the District concludes it must acquire medical advice to determine whether a local, state or federal health or safety standard can be satisfied;

D. When the District is obligated by law to assess, monitor and/or maintain a record of an employees health status.

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

Employees whom the District determines are not able to perform the essential functions of a position, with or without accommodation, or who pose a direct threat that cannot be reasonably accommodated will be considered for reassignment to vacant positions. The District shall not be required to create "light duty" positions for permanently disabled employees. In those instances where reassignment or other reasonable accommodation is not available, the employee shall be granted a medical leave, not to exceed a period of one (1) year, in accordance with Article 20, Sections 4 and 5. Employees returning to their jobs from medical leave under this section shall not have their seniority interrupted.

SECTION 8. EMPLOYEE RIGHTS

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

Article 20 - Leaves Of Absence

SECTION 1. TEMPORARY LEAVES OF ABSENCE

An employee's request for a leave of absence not to exceed thirty (30) days will be granted, without pay, for good cause, if the employee's services can reasonably be spared. All leaves of absence will be granted in writing. No leave of absence will be extended beyond thirty (30) days, except for compelling reason. In the event that a non-medical leave exceeds sixty (60) days, continuation of the employee's health care coverage will be subject to COBRA. Continuous service will be accrued for all benefits which are based on length of service. Employees who are on leave of absence for more than thirty (30) days will not receive longevity credit toward scheduled step increases.

SECTION 2. LEAVE FOR UNION BUSINESS

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

SECTION 3. MILITARY SERVICE LEAVE

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

SECTION 4. NON-OCCUPATIONAL MEDICAL LEAVE

A. An employee requesting a non-occupational medical leave of absence must provide a written statement from their personal physician documenting the reason for the leave and the beginning date and estimated duration of the medical leave. Failure to comply with this provision may jeopardize the employee's eligibility for a medical leave of absence.

B. An employee who is granted a medical leave of absence shall retain and accumulate seniority during such leave. If eligible, an employee may request payment of earned sick leave and vacation benefits. Employees who are on leave of absence for more than thirty (30) days will not receive credit toward scheduled step increases.

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

D. Pregnant employees must provide a written statement from their personal physician documenting any medication, work restrictions, and a designated date beyond which it is not satisfactory for her to continue working. A pregnant employee who is regularly in view of the public may continue employment as long as she has approval from her physician and her physical appearance in the designated uniform for her particular work location does not distort the image of the uniform's original design. In the event of such distortion, the employee may continue her employment in an altered uniform, provided the District is able to make such alterations. The District will make every effort to find an appropriate job (out of uniform), subject to the availability of such a job and the employee's qualifications. Should the District be unable to locate such job, the District will set a leave start date. Pregnant employees not in view of the public may continue their employment until her physician indicates that she should discontinue working.

SECTION 5. NON-OCCUPATIONAL MEDICAL LEAVES EXCEEDING ONE YEAR

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

A. If an employee returns from medical leave and works less than twenty-six (26) consecutive working weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one year cut-off described above.

B. If an employee returns from medical leave and works for a minimum of twenty-six (26) consecutive working weeks, the employee will begin a new one year period.

C. If an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one year period.

SECTION 6. FAMILY AND MEDICAL LEAVE ACT OF 1993

The District and the Union acknowledge that the provisions of the Family and Medical Leave Act of 1993 apply to employees working under this Agreement. Thus, nothing in this Agreement shall be construed as being inconsistent with the requirements of the Act. In this regard, the District and the Union commit to

meet to resolve potential conflicts between the Family and Medical Leave Act of 1993 and this Agreement.

Article 21 - Occupational Leaves Of Absence

SECTION 1. INVESTIGATION OF HAZARDOUS LINE-OF-DUTY ILLNESS OR DISABILITY

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

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

SECTION 2. DETERMINATION OF HAZARDOUS LINE-OF-DUTY ILLNESS OR DISABILITY PAY

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

SECTION 3. FAILURE TO RETURN FROM MEDICAL LEAVE

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

SECTION 4. OCCUPATIONAL MEDICAL LEAVES EXCEEDING ONE YEAR

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

A. If an employee returns from medical leave and works less than twelve (12) consecutive working weeks and is subsequently returned to medical leave, the employees will continue to accrue time toward the one year cut-off described above.

B. If an employee returns from medical leave and works for a minimum of twelve (12) consecutive working weeks, the employee will begin a new one year period.

C. If an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new year period.

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

Article 22 - Contracted Disease

SECTION 1. BOARD OF INQUIRY

A. Any employee who contracts a communicable disease recognized by the State of Florida Department of HRS after working on a documented case shall have contracted the disease while on duty. The District agrees to initiate, cooperate and/or assist in actions necessary to obtain documentation of exposure consistent with Florida law.

B. An employee who contracts a communicable disease which is not documented as described above may request review by a Board of Inquiry. The Board of Inquiry, shall consist of the Fire Chief, the Union President, or their designees and the District's Medical Services representative. This shall be convened to investigate the employee's work-related claim regarding the communicable disease. The requesting employee shall be responsible to authorize the release of all relevant medical information to the Board of Inquiry. Failure to release said information will result in termination of the Board of Inquiry's review.

The Board of Inquiry will conduct such investigations as it deems necessary and appropriate and may determine that such disease shall be considered to have been contracted while on duty. In the event the Board of Inquiry finds that such a disease has been contracted while on duty, all applicable benefits shall apply. The Board of Inquiry's determination is final and binding on all parties.

C. The District shall provide immunizations as recommended by the District Medical Officer.

Article 23 - Vacancies And Promotions

SECTION 1. FILLING OF VACANCIES

When it is determined by the District that an opening exists in any job classification represented by this agreement, notices shall be posted on the bulletin boards of all fire stations stating the job title, job description, job duties and job prerequisites. Preference shall first be given for the filling of this vacancy to qualified employee(s) of the Fire Department. Employees shall submit a letter of intent to become a candidate for promotion, which shall

include verification of how or when the listed requirements for the position have been met.

A. If the District's determination is that the qualified employees are not equal, the better qualified employee in the opinion of the District will be selected.

B. If the District's determination is that two (2) or more employees are equally qualified for the same vacancy, the employee with the greatest seniority will be selected.

C. If the District determines that no employee is qualified for the existing opening, the District shall be free to hire for that job from any source it sees fit.

SECTION 2. PROMOTIONS

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

A. Experience Requirements - Driver/Operator

1. Must be a relief driver.
2. Must have two years department seniority in the Operations or EMS Division.
3. Must have passed a Driver/Operators Training Program approved by the Florida State Fire College, or it's equivalent as determined by the District.
4. Must have a State of Florida Firesafety Inspector Certification.
5. Must have a State of Florida EMT or Paramedic Certification.
6. Must be department certified as a Hazardous Materials First Responder. (Effective June 1, 1996)

B. Testing System - Driver/Operator

1. A written examination will be administered to measure the major skill and ability dimensions of the candidates for Driver/Operator. Candidates must successfully pass the written examination to proceed with the practical assessment.

2. A practical will be conducted to measure the major skill and ability dimensions of the candidates for Driver/Operator.

C. Experience Requirements for Lieutenants

1. Fire Fighters, Driver/Operators and Paramedics must have two (2) years departmental seniority.

2. Must meet all of the experience requirements for Driver/Operator, listed in sub-section A.

3. For the position of Lieutenant - EMS, a Paramedic and ACLS Instructors certification is required plus a minimum of twelve (12) months actively assigned to the EMS Division or successful completion of competency testing and review by the Orange County Medical Director.

D. Testing System - Lieutenant

1. A written examination will be administered to measure the major skill and ability dimensions of the candidates for Lieutenant. Candidates must successfully pass the written examination to proceed with the practical assessment. Reference materials used in an examination will be kept current, but may be amended no later than 30 days prior to the examination.

2. A practical assessment will be conducted to measure the major skill and ability dimensions of the Lieutenant.

An in-basket exercise
A tactical/Emergency Service exercise
An oral presentation
A subordinate counseling/coaching session
Others

E. Probationary Status

1. The employee promoted will be placed in a probationary status for six (6) months.

2. Reduction in rank for unsatisfactory performance, based upon just cause, during probationary status will be subject to the grievance procedure.

F. Candidate Selection

A list of all qualified candidates shall be established in order of ranking. Selection will be from the top three (3) qualified candidates on the list, unless a selected candidate declines the promotion (retaining rank order position). When those candidates have been promoted, any subsequent promotions shall be made from the remaining top three (3) candidates on the list as described herein. The list shall expire after one (1) year.

G. Test Administration

1. The Driver/Operator's test shall be announced and, within 60 days, will be administered as needed with promotions completed within 14 calendar days of test completion.

2. The Lieutenant's test shall be announced and, within 60 days, will be administered as needed with promotions completed within 14 calendar days of test completion.

H. Test Preparation

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

I. Assessment Center Administration

In administering the Assessment Center, it is understood and agreed between the parties that any objection to the assignment of a particular Assessor to a particular group of candidates must be raised prior to the initiation of the

Assessment Center, and that all results from the Assessment Center will be considered final and binding.

J. Grandfathered FSI Certifications

Listed below are current employees who were "grandfathered" as not being required to have an FSI Certification may continue in that status.

Frank Decher
Robert Gibbs
Don Helenthal
Willis Jones
John Ovletrea
Douglas Robison
Cletis Browning

Article 24- Educational Assistance

SECTION 1. PURPOSE

To provide an Educational Assistance for employees of Reedy Creek Improvement District Fire Services.

SECTION 2. SCOPE

A. Applies to all employees of the Reedy Creek Improvement District Fire Services. The District will reimburse seventy-five (75%) percent of the cost for tuition and books for courses in an accredited Fire Technology, Fire Science or Paramedic Technology Degree Program.

Employees that have obtained an Associates Degree and hold the following certifications:

- * Fire Officer One
- * EMT or Paramedic
- * Firesafety Inspector

are eligible for educational assistance at 3000 and 4000 level courses. Approval shall not be unreasonably denied, however shall not be subject to the grievance procedure.

SECTION 3. GUIDELINES

A. Applications for course(s) must be submitted for reimbursement on the Educational Reimbursement Forms prior to the start of the class.

B. To receive reimbursement monies for tuition and books, the approved course must be completed with a final grade of C or above and transcript and receipt provided to Fire Chief or his/her designee upon completion of class.

C. The District will review and approve elective course(s) which the District determines are job related and of benefit to the District.

SECTION 4. EDUCATIONAL LIMITATIONS OR EXCEPTIONS

A. Each employee is limited to \$1,500 of educational assistance per fiscal year. The District shall not be obligated to authorize any monies above \$15,000 in any fiscal year for educational reimbursement.

B. The District may approve classes which the District determines are job related and of benefit to the District and employee making application. The approved course will be reimbursed as provided in Section 2.

C. The District agrees to pay 100% of the cost of EMT, Paramedic, Fire Safety Inspector and other required recertification fees and licenses.

D. The District will provide educational assistance to probationary employees who follow the prescribed procedures and successfully complete their probationary period. Such reimbursement will be paid after the probationary period is successfully completed.

E. The Human Resource Development office has most of the books available for fire service and related classes. Prior to purchasing any books, students must first request to use a book from the Department library. If a text book is not available through the library, authorization may be granted for a student to purchase at the 75% reimbursement rate.

F. Employees who voluntarily terminate their employment with the District within twelve (12) months of receipt of reimbursement, shall refund the reimbursement received to the District for any classes which are not required under promotional guidelines or related to the eligibility requirements for additional compensation. The District will evaluate extraordinary circumstances beyond the employee's control in the administration of this provision.

SECTION 5. NOTIFICATION

The District will provide notification of the location and schedules of available courses at Valencia and the Central Florida Fire Academy.

Article 25 - Holidays

SECTION 1. ELIGIBILITY

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

SECTION 2. HOLIDAYS OBSERVED

- * New Year's Day (January 1)
- * Washington's Birthday (February 22)
- * Memorial Day (last Monday in May)
- * Independence Day (July 4)
- * Labor Day (first Monday in September)
- * Thanksgiving Day (last Thursday in November), the day after Thanksgiving
- * the day before Christmas (December 24) and Christmas Day (December 25)

SECTION 3. HOLIDAY PAY AND HOLIDAY PAY WHEN WORKED

Communicators working a forty hour weeks/ten hour shifts who work a holiday shall receive overtime equal to one and one half (1 1/2) times their normal hourly pay rate for all hours worked on the recognized holiday in addition to one (1) hour of holiday pay at their normal pay rate for each hour worked.

Twenty-four (24) hour shift employees: Holiday pay will consist of twelve (12) hours straight time pay at the employee's current permanent rate. Each employee who worked on a recognized holiday, and who works his/her scheduled shifts prior to and immediately following the holiday worked, shall receive a minimum of twelve (12) hours to a maximum of sixteen (16) hours holiday pay based upon the number of actual hours worked plus his/her appropriate straight time or overtime rate for all hours worked in his/her scheduled shift.

SECTION 4. HOLIDAY PAY CONSIDERED TIME WORKED FOR COMPUTING OVERTIME

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

SECTION 5. HOLIDAY PAY FOR HOLIDAY DURING VACATION

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

SECTION 6. NO HOLIDAY PAY FOR EMPLOYEE SCHEDULED TO WORK HOLIDAY AND WHO DOES NOT WORK

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

SECTION 7. HOLIDAY STARTS AT 0800 hours ON HOLIDAY

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

SECTION 8. COMMUNICATORS RECEIVE DOUBLE TIME PAY FOR HOURS OVER TEN (10) WORKED ON HOLIDAY

For Communicators only: Hours worked in excess of ten (10) on a paid holiday shall be paid at the double time rate.

Article 26 - Vacations

SECTION 1. DEFINITIONS

Calendar Year - a consecutive period of time commencing on January 1st and ending on December 31st.

Anniversary Year - a year commencing with an anniversary of continuous service.

A. CONDITIONS

1. Employees will be paid vacation at their straight-time rate in effect at the time the vacation is taken. (Employee handbook, Vacations, page 142, section 3.1.1.2.2)

2. Employees may take vacation after they have completed their probationary period and begin accruing vacation. (Employee handbook, Vacations, page 142, section 3.1.1.1.2.)

3. Hourly employees who have successfully completed their probationary will earn paid vacation hours on the basis of the straight-time hours worked including vacation, sick leave, funeral leave, jury duty but excluding overtime, other leaves of absence, and all other approved paid or unpaid time off. Unapproved time off will not be counted under any circumstance. (Employee handbook, Vacations, page 142, section 3.1.1.2.1)

4. Hourly employees will be paid their current straight-rate plus any appropriate shift premium differential being received immediately prior to the time the vacation is being taken, This rate should be the same base rate that is used in computing overtime.

SECTION 2. VACATION ACCRUAL FORMULA

Two (2) week vacation accrual formula,

Years 0-5 Employees will accrue vacation for each straight-time hour worked, including vacation, sick leave, funeral leave, and jury duty from date of hire until the completion of their 5th year.

0.0385 accrual rate/hour

40 Hours Per Week Employee

| Straight Time Hours Worked; | Vacation: | Number of Hours Accrued, | Days |
|-----------------------------|-----------|--------------------------|------|
| 2080 | | 80 | 8 |

(Based on an average of 48 hrs a week.)

0.0481 accrual rate/hour

| Straight Time Hours Worked; | Vacation: | Number of Hours Accrued, | Days |
|-----------------------------|-----------|--------------------------|------|
| 2496 | | 120 | 5 |

SECTION 3. VACATION ACCRUAL FORMULA

Three (3) week vacation accrual formula Years 6-17 Employees will accrue vacation for each straight-time hour worked, including vacation, sick leave, funeral leave, and jury duty from the beginning of their 6th year until the completion of their 17th year.

EXAMPLE

| | | | | | |
|---|------|------|------|------|------|
| Year of Hire | 1993 | 1994 | 1995 | 1996 | 1997 |
| Begin accruing 3 weeks on anniversary date of this year | 1998 | 1999 | 2000 | 2001 | 2002 |

40 Hours Per Week Employee

0.0577 accrual rate/hour

| | | | |
|-----------------------------|-----------|-------------------------|------|
| Straight Time Hours Worked; | Vacation: | Number of Hours Accrued | Days |
| 2080 | | 120 | 12 |

24 Hour Shift Employees

(Based on an average of 48 hrs a week.)

0.0673 accrual rate/hour

| | | | |
|-----------------------------|-----------|--------------------------|------|
| Straight Time Hours Worked; | Vacation: | Number of Hours Accrued, | Days |
| 2496 | | 168 | 7 |

SECTION 4. VACATION ACCRUAL FORMULA

Four (4) week vacation accrual formula

Years 17+ Employees will accrue vacation for each straight-time hour worked, including vacation, sick leave, funeral leave, and jury duty from their 17th year until termination or retirement.

EXAMPLE

| | | | | | |
|---|------|------|------|------|------|
| Year of Hire | 1981 | 1982 | 1983 | 1984 | 1985 |
| Begin accruing 4 weeks on anniversary date of this year | 1998 | 1999 | 2000 | 2001 | 2002 |

40 Hours Per Week Employee

0.0769 accrual rate/hour

| | | | |
|-----------------------------|-----------|--------------------------|------|
| Straight Time Hours Worked; | Vacation: | Number of Hours Accrued, | Days |
| 2080 | | 160 | 16 |

24 Hour Shift Employees

(Based on an average of 48 hrs. a week.)

0.0962 accrual rate/hour

| | | | |
|-----------------------------|-----------|--------------------------|------|
| Straight Time Hours Worked; | Vacation: | Number of Hours Accrued, | Days |
| 2496 | | 240 | 10 |

SECTION 5. VACATIONS NOT CUMULATIVE

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

SECTION 6. NO PAY IN LIEU OF TIME OFF

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

SECTION 7. VACATION SCHEDULING

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

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

C. The District shall post a listing of the Vacation schedule for the following year no later than October 1st of the prior year.

D. Vacation shall be selected by seniority, by shift, starting with the first shift in the third week of October, as follows:

1. Vacation shall be selected in three rounds with a minimum of two (2) shifts between rounds. The first round shall be a selection of one block with a minimum of two (2) consecutive shifts. The second round shall be a selection of two blocks with a minimum of one (1) shift per block. All remaining vacation shall be selected on the third round with no restrictions. The partial vacation schedule shall be posted following rounds 1 and 2. Blocks may be scheduled consecutively or separately.

2. Rounds 1 and 2 of vacation selection shall be accomplished on seven successive shifts by seniority on the following schedule:

First 25% picks on the first shift

Second 25 % picks over shifts 2 and 3

Third 25% picks over shifts 4 and 5

Remaining employees pick over shifts 6 and 7

3. Round 3 shall be accomplished on two (2) successive shifts by seniority on the following schedule:

First 50% picks on the first shift

Second 50% picks on the second shift

4. Round four (4) may be utilized by those employees having the appropriate leave balance and wishing to schedule vacation days in excess of the equivalent of one year of vacation accrued as outlined in Section 7B.

Round 4 shall be accomplished on two (2) successive shifts by seniority on the following schedule:

First 50% picks on the first shift

Second 50% picks on the second shift

5. An employee who fails to make vacation selection on their assigned shift shall be dropped to the bottom of the seniority list for vacation selection on that round.

6. Employees who fail to make vacation selection by the conclusion of Round 3 as defined above shall be assigned vacation by the District based upon consultation with the Union President.

7. An employee on leave during the vacation selection process shall notify the District of their vacation selection on the first day for their group, in each round. In the event an employee fails to notify the District as described above, the employee shall be dropped to the bottom of the seniority list for vacation selection on that round.

8. Vacation schedule adjustments will be permitted in the following circumstances:

- a. Open vacation slots are available on vacation schedule.
- b. Employee exchange of scheduled vacation slots on a one-for-one basis.
- c. District consideration of employee requests based upon operational needs.

SECTION 8. PAY RATE FOR VACATIONS

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

SECTION 9. PAY FOR UNUSED VACATION HOURS AT TERMINATION OF EMPLOYMENT

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

Article 27 - Jury Duty Pay

SECTION 1. ELIGIBILITY

All permanent employees are eligible for jury duty pay.

SECTION 2. PAY

A. Twenty-four (24) Hour Shift Personnel: The District will pay an employee for time lost from his/her regular schedule by reason of such jury service. Such calculated time lost shall not exceed twenty-four (24) hours in any day and forty-eight (48) hours in any payroll week.

B. Forty (40) Hour Personnel: The District will pay an employee for time lost from his/her regular schedule by reason of such jury service. Such calculated time lost shall not exceed ten (10) hours in any day and forty (40) hours in any payroll week.

C. If an employee is released from jury duty and half or more hours remain on his/her scheduled shift, he/she is required to return to work that day, except when required by the court to report for jury duty prior to 1000 hours the day immediately following his/her regularly scheduled shift. Employees will be dismissed from duty at least twelve hours prior to any jury duty.

D. The District reserves the right to petition the court to excuse any eligible employee for jury service when such employee's services are needed by the District because qualified replacements are not available or the employee's absence would result in a hardship on the District.

SECTION 3. JUDICIAL PROCEEDINGS

A. The District recognizes the potential involvement of employees in court proceedings resulting from the normal course of their duties and will provide compensation at their normal rate of pay for on-duty time as required by

subpoena. In addition, the District shall pay for mileage at the normally accepted District rate per mile from the employee's normally assigned station to the site of the proceeding by the most direct District approved route.

B. Involvement in the above proceedings will be paid at one and one-half (1-1/2) times the employee's normal rate of pay on a scheduled day off plus mileage from home to the site of the proceeding, by the most direct District approved route, at the normally accepted District rate per mile.

C. In the event the employee was scheduled to work and does not work, the amount of mileage shall be paid as per Section 3A.

D. Time involved in out-of-state cases will be compensated only if such cases involve and/or benefit tax payers of the District.

Article 28 - Bereavement Leave Pay

SECTION 1. ELIGIBILITY

All employees are eligible for bereavement leave.

SECTION 2. TIME OFF WITH PAY

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

SECTION 3. DEFINITION OF IMMEDIATE FAMILY

The deceased must have been a member of the immediate family, such as spouse, child, mother, father, brother, sister, mother-in-law or father-in-law. If a closer than normal relationship existed between the employee and a relative other than those named, consideration will be given toward payment of the bereavement benefit.

SECTION 4. MAXIMUM BEREAVEMENT LEAVE

A. Twenty-four (24) Hour Shift Personnel: Bereavement leave will be paid on the basis of two (2) work shifts for each bereavement leave.

B. Forty (40) Hour Personnel: Bereavement leave will be paid up to a maximum of forty (40) hours per incidence.

C. Payment for Time Lost: Payment is available only for scheduled shifts which the individual misses due to travel time and attendance at the funeral. Bereavement leave benefits may not be accumulated, nor will any employee be paid in lieu of any unused bereavement leave

SECTION 5. PAYMENT OF BEREAVEMENT LEAVE PAY

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

Article 29 - Sick Leave

SECTION 1. ELIGIBILITY FOR SICK LEAVE

1. All full-time hourly employees who have successfully completed their probationary period shall receive sick leave based on the number of straight-time hours worked, including vacation, holidays, jury duty, funeral leave, but excluding all other approved time off. (Employee handbook, sick leave, page 125, 3.1.1.1.1)

2. Employees will not begin accruing sick leave until after successful completion of their probationary period. Upon completion of probation, employee's sick leave balance will be adjusted to reflect credit for the probationary period. (Employee handbook, sick leave, page 125, 3.1.1.1.2)

3. Employee's sick leave accruals will be adjusted at the end of each pay period to reflect their current sick leave balance. Sick leave balance will be made to each employee as it is accrued. (Employee handbook, sick leave, page 125, 3.1.1.1.3)

SECTION 2. CALCULATION OF ACCRUED SICK LEAVE HOURS

The following formula shall apply for the accumulation of paid sick leave hours each calendar year:

| | |
|----------------------------|--------------|
| 40 Hour A Week Employee | |
| 0.023077 accrual rate/hour | |
| Straight Time Hours Worked | Accrued Sick |
| Leave Hours | |
| 2080 | 48 |

The maximum amount of sick leave that may be accrued in one (1) calendar year is forty-eight (48) hours. Unused sick leave may be accumulated up to a maximum of 160 work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

24 Hour A Week Employee

(Based on an average of 48 hrs a week.)

0.0600 accrual rate/hour

Straight Time Hours Worked: 2496
Accrued Sick Leave Hours: 144 (6 shifts)

The maximum amount of sick leave that may be accrued in one (1) calendar year is one hundred forty-four (144). Unused sick leave may be accumulated up to a maximum of four hundred eighty (480) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

SECTION 3. UTILIZATION OF SICK LEAVE

A. Once an employee has completed the eligibility requirement, sick leave shall be made available for use. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested by the employee.

B. In order to be paid sick leave, the employee must file a request for payment on the appropriate form and submit the form to his/her Commander. This must be done no later than three (3) days after the employee returns to work.

C. Proof of illness acceptable to the District, such as a medical certificate signed by a licensed physician, may be required to substantiate a request for sick leave at any time. Employees not furnishing proof of illness acceptable to the District when required will not be entitled to sick leave pay. Employees will not be entitled to sick leave on days on which they were not scheduled to work. All other requirements contained in the District's policy on Attendance/Punctuality will be followed by bargaining unit employees.

D. In the event the employee incurs a non-occupational illness while at work and is released from the completion of his/her scheduled shift by the District's Medical Service provider, the employee may apply for sick leave covering the unworked balance of that shift in amounts of one (1) hours.

An employee who reports for work after the start of his/her scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of his/her scheduled shift and the time the employee actually started to work.

E. An employee who calls in sick and is documented by the District to be working in another capacity for any entity other than the District shall not be entitled to sick leave pay and may be subject to discipline, not excluding termination.

SECTION 4. SEPARATION PAYMENT

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

SECTION 5. APPROVED PERSONAL BUSINESS (APB)

Twenty Four (24) Hour Shift Employees: Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of four (4) shifts/96 hours of sick leave. APB's must be scheduled in advance and approved by the District. APB's must be taken in 24 hour increments.

Forty (40) Hour Per Week Employees: Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of forty eight (48) hours of sick leave. APB's must be scheduled in advance and approved by the District. APB's must be taken in full shift increments.

Article 30 - Health And Welfare

SECTION 1. GROUP INSURANCE

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

B. Eligible employees shall be defined as employees whose employment status is full time. Eligible employees coverage shall become effective the first day of the month following completion of ninety (90) days continuous service.

SECTION 2. RETIREE HEALTH BENEFIT

Retiree health benefits shall be provided to retired employees in accordance with F.S. 12.0801. The retiree will pay the full premium.

Premiums for employees who retire with a minimum of twenty (20) years of credited service and 30,000 credited hours and have attained age sixty-five (65) will be paid by the District.

Article 31 - Bulletin Boards

The District shall provide a bulletin board at each fire station location and one in the Communicator's work area for the posting of official union notices. The boards shall be covered with glass and under lock. The key shall remain in the possession of the on-duty the district shall provide a bulletin board at each fire station location for officer of the Reedy Creek Improvement District fire department. These boards shall be used for the display of the following notices: union meetings, union appointments, union elections, and official union social affairs and any district-issued information. It is agreed that no union matter of any kind shall be posted in and about the premises of the district

except on said boards. It is agreed by the union and management that it is the responsibility of each employee to be knowledgeable of notices posted. All such union notices shall bear a posting date.

Article 32 - Labor Management Communication Committee

SECTION 1. ESTABLISHING THE COMMITTEE

The District and the Union agree to establish a Labor Management Communications Committee composed of two (2) members from each party. Both the District and the Union shall each appoint one (1) permanent member; and one (1) member will be appointed by the Union from their membership, and one (1) member by the District from an area of responsibility relating to proposed agenda topics. The General Manager of Administration and Services, Labor Relations Officer or non-Fire Services designee, will preside at all meetings.

SECTION 2. MEETING FREQUENCY

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

SECTION 3. WAIVERS

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

Article 33 - Prevailing Rights

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

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

Article 34 - Policies and procedures

SECTION 1. DEFINITIONS

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

SECTION 2. PROVIDING COPIES

The District shall provide a copy of the applicable rules and regulations to the Union and shall post a copy in each fire station, and shall provide a copy of proposed new or different policies fourteen (14) days prior to posting.

SECTION 3. RELATION TO GRIEVANCE PROCEDURE

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

SECTION 4. LABOR MANAGEMENT COMMUNICATIONS COMMITTEE

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

SECTION 5. EFFECTIVE DATES

New or different policies or procedures will not become effective until they have been posted and legally implemented for seven (7) days

SECTION 6. WAIVER OF UNION RIGHTS

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

Article 35 - Alcohol And Drug Abuse Policy

This policy shall apply to the Reedy Creek Fire Fighters Association bargaining unit employees, and may not be changed, except after negotiation with and written acceptance by the Union. This Agreement shall remain in effect for the duration of the parties' bargaining relationship unless changed by mutual agreement or modified by an arbitrator or court of competent jurisdiction. For purposes of this Agreement, the terms "drug" or "drug tests" shall include both drugs and alcohol, as appropriate.

The District and the Union recognize that many areas of the District's operations involve hazardous work with the potential for personal injury or property damage and that all areas involve directly or indirectly the public at large. Therefore, it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its customers and its employees. The parties agree that this policy shall be administered with high regard for employees' expectation to privacy and shall normally provide an

opportunity for employee rehabilitation. As part of its efforts to achieve that goal, it must require that its work be performed by employees who do not use illegal drugs or misuse controlled substances and/or alcohol as follows:

SECTION 1. EMPLOYEE INFORMATION AND OFF-DUTY CONDUCT

A. The District and the Union will provide for all personnel, on District time, an orientation program prior to implementation of the policy and will answer questions posed by employees regarding the policy's application. New hire employees shall not be tested prior to being provided a copy of this policy.

B. The District recognizes that employees have a right to privacy and that any adverse action taken against any employee for off-duty conduct shall take into account the employee's right to privacy and the demonstrated impact of the employee's conduct on his job performance, the District's reputation, or the public's perception of the District's contract performance. Any disciplinary action for such drug-related conduct will be subject to the grievance procedure. With respect to any alleged off-duty related conduct, the arbitrator will be specifically instructed to balance the employee's right to privacy in his off-duty time with other legitimate job-related concerns in weighing the contractual propriety of disciplinary action.

SECTION 2. GROUNDS FOR TESTING

Employees will be subject to drug and alcohol testing under the following circumstances:

A. Where there is an objective reasonable basis that an employee has an in-system presence of any illegal drug, controlled substance or alcohol, herein after referred to as "substances", while on duty. For purposes of this Agreement, the terms "employee" or "bargaining unit employee" includes not only persons employed in positions covered by the Reedy Creek Fire Fighters Association, collective bargaining agreement, but also persons being recalled into such positions.

B. As part of a post-accident investigation in cases where:

1. The individual(s) subject to testing is directly linked to the accident, and,
2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or property damage estimated to exceed forty five hundred dollars (\$4,500.00), and,
3. The District documents an objective reasonable basis for the test based upon the employee's alertness, coordination, reaction, response or other specific actions or conduct. The parties agree that an accident does not, in and of itself, document an objective reasonable basis to test, however, it may be considered a significant component of the objective reasonable basis to test.

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

C. In the event a government agency duly concerned with the Reedy Creek Improvement District (i.e., Department of Transportation, etc.) advises the District that employees in specified classifications will be required by law to

undergo job certification physical examinations, including drug tests as a condition of future employment, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with the government regulations and the procedures established by this Agreement and shall not commence until the Union and the District have had a reasonable opportunity to discuss the impact of the government directive.

D. There shall be no random testing, except as provided in Section 9, nor mass testing. There shall be no testing for controlled substances during a medical/physical examination, except as may be required by participation in the EAP.

E. Anonymous communications shall not constitute reasonable suspicion.

SECTION 3. OBSERVATION AND NOTICE PROCEDURES

A. An employee will not be tested under Section 2 A. above unless his actions and/or conduct or other work-related circumstances provide an objective reasonable basis to believe that the employee may have taken drugs or alcohol and/or is suffering from impairment that will in some way adversely affect his alertness, coordination, reaction, response, safety, or the safety of others, while on duty. Such observation will be initially documented by the Commander or higher level of management and confirmed by another member of management wherever possible. Employees will not be subject to such testing without the express written consent of a senior member of management different from the observation supervisor nor without authorization from Labor Relations.

B. Management's observations will be discussed with the employee to afford the employee an opportunity to provide a reasonable explanation for the actions/conduct. Any employee under observation/evaluation for testing shall be entitled to request the presence of a Union Official in pre-test meetings with management. Provided a Union Official has been requested and is available, no specimen will be collected until the Union Official can discuss the matter with management. The Union agrees that the procedures described in Section 3 shall not operate in a manner that will impede timely collection of a biological specimen.

C. Refusal to provide a biological specimen will result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

SECTION 4. DRUG TESTING PROCEDURES

A. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the District will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the District has a specific objective reason to believe that the employee may attempt to contaminate a test specimen. Proof of any form of tampering, altering, or diluting of a specimen by the employee will result in discharge. No employee shall be required to collect a blood or urine specimen from another employee.

Test specimens shall be sent only to laboratory facilities certified by an appropriate federal or state agency. The drug test laboratory and the specimen

collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the District to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.

If a dispute should arise over the selection of drug test laboratories, such dispute shall be resolved by arbitration. The laboratory(s) selected must, upon request, identify the drugs tested for, the methods used, the manufacturers of the test, the analytical limits and levels used, the methods of reporting results and the chain of custody procedures used to produce forensically acceptable test results. To be qualified under this section, the laboratory must participate in a program of "blind proficiency" testing where they analyze samples sent by an independent party.

C. The drug test will be performed utilizing urinalysis to screen for the following substances:

- o Amphetamines
- o Cocaine
- o Marijuana
- o Opiates
- o Phencyclidine

The initial test shall use an immunoassay that meets the requirements of the Food and Drug Administration for Commercial Distribution. All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically acceptable method of confirmation will be used. All confirmed positive test results will be verified by a Medical Review Officer prior to release to the District.

D. Test thresholds. The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be as follows:

| EMIT Screen Drug | Confirmation Cut-Off | Cut-Off |
|---------------------|-------------------------|----------|
| Marijuana | 100ng/ml | 15ng/ml |
| Cocaine | 300ng/ml | 150ng/ml |
| Opiates | 300ng/ml | 300ng/ml |
| Amphetamines | 1000ng/ml | 500ng/ml |
| Phencyclidine | 25ng/ml | 25ng/ml |

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

E. Specimen Re-analysis. The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the employee and follow-up re-analysis at the request of the Union or the employer. Any re-

analysis performed will be done on the original sample provided. The Medical Review Officer shall endeavor to notify the employer and the employee of positive test results within five (5) working days after receipt of the specimen. The employee may request, in writing, a re-analysis within three (3) working days from notice of positive test result. Additionally or as an alternative, the employee may have the sample tested at a certified laboratory of his choice. Should this test result be negative, the test results will be considered negative.

Initial tests and re-analysis requested by the District will be paid by the District; costs of re-analysis for reconciliation will be split between the employee and the District. In the event the initial test is proven to be a false positive the employee shall be reimbursed for cost of test procedures paid for by the employee.

SECTION 5. alcohol testing procedures

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

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

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

SECTION 6. NEGATIVE TEST RESULTS

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

SECTION 7. positive test results require eap participation

A. Any employee who has a confirmed positive test will be required to participate in the Employee Assistance Program (EAP). Failure to seek and receive EAP assistance or failure to abide by the terms and conditions or prescribed treatment will be grounds for discharge. Participation in the EAP shall be taken into account in considering appropriate disciplinary action. In the event of a first-time positive test, disciplinary action shall be limited, except as provided in Section 7.b., to the normal disciplinary referral notification process and the employee shall be released from duty and placed on a leave of absence until referral to the EAP or return to work. No employee shall be discharged as a result of their first positive drug or alcohol test pursuant to Section 2 above, so long as he/she agrees to participate in the EAP, subject to the terms and conditions of the District's prevailing health insurance. In instances where it is necessary, a leave of absence may be granted for treatment or rehabilitation through the EAP for substances on the same basis as it is granted for other medical conditions. Employees on leave of absence in accordance with the above shall be eligible to utilize available vacation or sick leave. Employees who test positive under this policy after an initial positive test, as referenced herein above, are subject to disciplinary action, not excluding termination.

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

SECTION 8. TEST RESULTS COMMUNICATED BY MRO

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

SECTION 9. RANDOM TESTING

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

SECTION 10. EMPLOYEE DISCIPLINE AND LEGAL RIGHTS

A positive random test after referral to the EAP shall be conclusive proof of just cause for termination. When and if it becomes necessary to impose discipline for drug-related conduct or job performance, as per Section 7.B., discipline will be judged by the contractual just cause standard and will be subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds consent as to particular documents personal to him/her, the District agrees to provide the Union, in advance, with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this policy, neither the District nor the Union waive any legal rights. The parties agree that this drug policy

shall not diminish the rights of individual employees under state or federal law relating to drug testing.

SECTION 11. MANAGEMENT/UNION OFFICIALS TRAINING

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

SECTION 12. HOLD HARMLESS

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

Article 36 - Miscellaneous

SECTION 1. FIRE SAFETY INSPECTION DUTIES

A. Employees shall perform such inspection duties as recommended by the communities major insurance carrier and the property owners as necessary to assure the fire safety of all structures in the District. Because of the unique circumstances of the District community, some standard inspection practices may be adjusted to meet changing conditions.

B. Inspection duties shall be carried out as specified in S.O.P. 96-001.

C. The District reserves the right to amend the inspection activities referenced above through revision or prioritizing activities based upon emergency responses, training activities, staffing, seasonal business fluctuations or other situations which might impact the accomplishment of these duties.

D. FSI certified employees shall be compensated as referenced in this agreement. FSI certification is a condition of continued employment.

E. The total number of annual Level Two Inspections shall not exceed 5085 on a fiscal year basis.

Article 37 - Interpretation

SECTION 1. AMENDMENT BY MUTUAL ACTION

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

SECTION 2. ALTERNATE PROVISIONS

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

Article 38 - SEVERABILITY

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement is held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

Article 39 - Term Of Agreement

SECTION 1. TERM

This Agreement, with the exception of the effective dates for wage rates contained in Addendum "A," shall be effective as of the third (4th) day of January, 1998, and all terms and conditions thereof with the exception of the aforesaid Addendum "A" shall continue in full force and effect until the thirty-first (31st) day of December, 2001. This Agreement shall be self-renewing on the thirty-first (31st) day of December, 2001, and for yearly periods thereafter unless written notice of desire to change or terminate this Agreement is given by either party to the other sixty (60) days prior to the December 31st expiration date. In the event that such notices are given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

SECTION 2. COMPLETE AGREEMENT

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