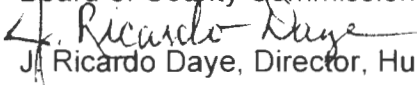




Date: November 9, 2020

To: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

From: 
Ricardo Daye, Director, Human Resources Division

Contact: Reginald Davis, Human Resources Section Manager, (407) 836-5479

SUBJECT: Consent Agenda – November 17, 2020
Collective Bargaining Unit Agreement
Orange County Fire Fighters Association, I.A.F.F., Local 2057 (A-Unit), Fiscal Years 2018-19 through 2020-21

The Orange County Fire Fighters Association, I.A.F.F., Local 2057 (A-Unit) represents a bargaining unit comprised of all employees of the Orange County Fire Rescue Department in the job classifications of Firefighter, Engineer, Lieutenant, Captain, Paramedic, Dispatcher Supervisor and all levels of Dispatchers, Fire Inspectors and Fire Plans Examiners. The County's negotiation team and the IAFF have reached concurrence on a three-year Agreement, which covers the period of October 1, 2018 through September 30, 2021. The Agreement was successfully ratified by union membership November 4 – 7, 2020.

In addition to operational changes, the final negotiations grant all eligible bargaining unit employees wage increases as summarized in the paragraphs below and changes the duration of the Agreement to September 30, 2021.

For Fiscal Year 2018-19, effective October 7, 2018, the final negotiations grant all eligible bargaining unit employees employed under the agreement as of the first full pay period after the date of Board approval of the Agreement, who have not previously received a Fiscal Year 2018-19 wage increase, a minimum of a 5% Base Wage increase, subject to the pay plan maximums.

For Fiscal Year 2019-20, effective October 6, 2019, the final negotiations grant all eligible bargaining unit employees employed under the agreement as of the first full pay period after the date of Board approval of the Agreement, who have not previously received a Fiscal Year 2019-20 wage increase, a minimum of a 5% Base Wage increase, subject to the pay plan maximums. Additionally, revisions to the Agreement includes the addition of a Rescue Diver Incentive.

For Fiscal Year 2020-21, effective October 4, 2020, the final negotiations grant all eligible bargaining unit employees employed under this agreement a minimum of a 4% Base Wage increase. Additionally, revisions to the Agreement includes increases to certain current incentives.

All lump sum and retroactive portions of the Base Wage and incentive increases will be paid as outlined in the bargaining unit Agreement.

Implementation of the Agreement will be coordinated between Human Resources and the Comptroller's Payroll Department following the approval by the Board.

Additionally, while pending the adoption of the above referenced Agreement, a total of 14 IAFF A-Unit employees have been transferred to positions not covered by this Agreement. Since this has occurred during the period of the lengthy negotiation process, these employees failed to receive pay increases prior to their transfer from the A-Unit for Fiscal Year 2018-19 and 2019-20 as applicable. To provide equity to these employees who are still on the County's active payroll, retroactive annual increases for the cited years are necessary, to include all time spent within the IAFF A-Unit Agreement prior to their transfer, to include applicable incentive increases. The impacted employees are:

ID# 104676	ID# 107064
ID# 107475	ID# 112785
ID# 114808	ID# 117518
ID# 119346	ID# 120636
ID# 114140	ID# 114394
ID# 127935	ID# 128864
ID# 107479	ID# 115998

Finally, for the employees identified above who were promoted into the position of Battalion Chief during calendar year 2020, to ensure equity in the Battalion Chief bargaining unit, it will be necessary to recalculate their promotional base hourly wage, as necessary, retroactive to their date of promotion to Battalion Chief.

Action Requested:

Approval and execution of Agreement between Orange County, Florida and Orange County Fire Fighters Association, I.A.F.F., Local 2057 (A-Unit) Fiscal Years 2018-19 through 2020-21; approval of Fiscal Year 2018-19 and 2019-20 annual salary increases to employee ID#s 104676, 107064, 107475, 112785, 114808, 117518, 119346, 120636, 114140, 114394, 127935, 128864, 107479, and 115998 to include applicable incentive increases, retroactive to October 7, 2018; and authorization to recalculate the promotional Base Wage, as necessary, for employees promoted to Battalion Chief during calendar year 2020 retroactive to their date of promotion.

c: Byron W. Brooks, AICP, County Administrator
Danny Banks, Deputy County Administrator

AGREEMENT BETWEEN

ORANGE COUNTY, FLORIDA



AND

**ORANGE COUNTY FIRE FIGHTERS
ASSOCIATION**

I.A.F.F., LOCAL 2057

(A-UNIT)



FISCAL YEARS

2018-19 THROUGH 2020-21

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ARTICLE 1
PREAMBLE

This AGREEMENT is between ORANGE COUNTY, FLORIDA, hereinafter called the "County," and ORANGE COUNTY FIRE FIGHTERS ASSOCIATION, Local 2057, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter called the "Union."

ARTICLE 2
DURATION OF AGREEMENT

- 2.01 This Agreement shall become effective the beginning of the first full pay period immediately following approval by the Board of County Commissioners. Retroactivity of any articles in this Agreement shall be implemented only if and in the manner specifically specified in this Agreement. This Agreement shall thereafter continue in full force and effect until midnight on the 30th day of September 2021. Upon its expiration, this Agreement shall automatically be renewed from year to year unless either party notifies the other in writing by the first Monday of February, 2021 that it desires to renegotiate this Agreement.
- 2.02 Articles may be re-opened only upon mutual agreement of both parties.

**ARTICLE 3
SAVINGS CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect. The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for any such article or section rendered or declared invalid.

The Union and Public Employer agree to reopen any Article of the Agreement when there is Federal or State Legislation enacted that has an adverse impact on and/or prevents the Public Employer's ability to pay benefits contained in the Agreement.

ARTICLE 4
APPENDICES AND AMENDMENTS

Appendices and amendments of this Agreement, if any, shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

ARTICLE 5
RECOGNITION

- 5.01 The County recognizes the Union and its authorized representatives as the sole bargaining agent in regards to wages, terms, and conditions of employment for the following bargaining unit of the County's employees assigned to the Orange County Fire Rescue Department:

INCLUDED: All regular full time and part time Florida Fire Standard certified personnel in the following classifications: Fire Fighter, Engineer, Lieutenant, Captain, Fire Inspector I SRk, Fire Inspector II SRk, Fire Inspector III SRk, and the positions of Fire Inspector I, Fire Inspector II, Fire Inspector III, Paramedic, Fire Plans Examiner I, Fire Plans Examiner II, Fire Plans Examiner III, Dispatcher, Assistant Dispatcher Supervisor and Dispatcher Supervisor.

EXCLUDED: Fire Chief, Deputy Chief, Fire Marshal, Division Chief, Assistant Chief, Assistant Fire Marshal, Battalion Chief, Communications Administrator, Assistant Communications Administrator, maintenance employees, all administrative and clerical employees, and all other employees of Orange County.

- 5.02 Official written notice required under this Agreement, if given by the Union, shall be addressed to the County Administrator, Post Office Box 1393, Orlando, Florida 32802. Official written notice required under this Agreement, if given by the County or Department, shall be addressed to the Orange County Fire Fighters Association, IAFF Local 2057, 6969 Venture Circle, Orlando, FL 32807.
- 5.03 Official email notice required under this Agreement, if given by the County or Department, shall be addressed to officers@ocffa.com.

ARTICLE 6
HUMAN RIGHTS

The parties agree not to discriminate on the basis of age, race, gender, sexual preference, ethnicity, national origin, religion, handicap, disability, or marital status.

ARTICLE 7
GENDER

As the English language lacks a generic singular pronoun signifying both she and he, we have followed the customary and grammatically sanctioned use of masculine pronouns to refer to persons of either sex.

**ARTICLE 8
DUES CHECKOFF**

- 8.01 The County agrees to deduct from the wages on each pay period uniform bi weekly membership dues and uniform assessment, and five "Union checkoff" for each bargaining unit member who signs and submits an authorization card. It is understood that one of the "Union checkoff" dues line may be utilized for the purpose of a PAC fund. The County shall not make deductions for payment of initiation fees or fines. Dues deducted by the County shall be remitted to the Union by electronic funds transfer or similar method within two business days from the date of deduction. Any change in the amount of dues to be deducted will require a written authorization by the President and Treasurer of the Union and will be effective the beginning of the pay period fifteen (15) days from receipt of such written authorization.
- 8.02 The payroll deduction authorized shall be revocable by any affected bargaining unit member in accordance with Florida State Statute 447.303. The payroll deduction of Union dues and uniform assessments shall be stopped at any time by a written and dated request from such bargaining unit member delivered to the Union. Such notice shall be on the form as shown in Appendix B. Within five (5) business days after the Union receives the form, the Union will initial, copy and forward the original form to the County Payroll Department. The effective date for stopping dues checkoff shall be the beginning of the first pay period thirty (30) days from when the request was stamped as received by the Union.
- If, for any reason, the bargaining unit member's employment is terminated, the effective date for stopping dues checkoff shall be the date of termination. Notice of any bargaining unit member's separation of employment from the Fire Rescue Services Department will be forwarded to the Union within thirty (30) days thereafter by Human Resources at Fire Rescue.
- 8.03 No deduction shall be made from the pay of any bargaining unit member for any payroll period in which his net earnings for that period, after other deductions, are less than the amount of dues to be checked off. Upon returning to a full pay status, after dues deductions have been stopped, such dues will re-start automatically and without further authorization from the member.
- 8.04 The Union agrees to indemnify and hold harmless the County, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the County or its agents, employees or officials. The term officials as used herein includes elected or appointed officials.
- 8.05 The County shall forward a copy of any change of address, phone number, and change of name received from union members to the Union and the Union will take appropriate

measures to protect the privacy rights of their members and will secure the information provided to the Union.

ARTICLE 9
BULLETIN BOARDS

- 9.01 The Union will have the use of one bulletin board at each station in which its members regularly work, and bulletin boards to support each Division work location at Fire Rescue's Administrative offices, and at training and other remote sites.
- 9.02 All materials to be placed on the bulletin boards by the Union will be signed by the Union President or his designee. Copies of any material will be delivered to the Fire Chief or his designee for approval within forty-eight (48) hours prior to actual posting.
- 9.03 Material placed on the bulletin board shall pertain only to Union business and activities and shall not contain anything political, controversial, or anything reflecting negatively upon the County, any of its employees, elected officials or officers, its constituents or independent agencies, and shall not, in any event, violate the provisions of the County's Code of Conduct. No material, notices, or announcements that violate the provisions of this section shall be posted. These same rules shall apply to any postings on the Intranet electronic bulletin board.

**ARTICLE 10
STRIKES**

The Union or its members shall not participate in a strike against the County by instigating or supporting in any manner a strike. Any violation of this Article shall subject the violator to the penalties provided under F. S. Chapter 447.507, up to and including termination.

**ARTICLE 11
MANAGEMENT RIGHTS**

- 11.01 Reservation of Rights. The County reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of the Agreement.
- 11.02 The Union and the employees covered under this Agreement recognize and agree that the County has the exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation, reserves the exclusive right to:
- A. exercise complete and unhampered control to manage, direct, and totally supervise all employees of the County;
 - B. decide the scope of service to be performed and the method of service;
 - C. take whatever action may be necessary to carry out the mission and responsibility of the County in unusual and/or emergency situations;
 - D. schedule and assign the work to the employees and determine the size and composition of the work force;
 - E. determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
 - F. hire and/or otherwise determine the criteria and standards of selection for employment;
 - G. promote and/or otherwise establish the criteria and/or procedure for promotions, and to determine the number, grade, and types of positions, in any pay plan which is or may be developed by the County;
 - H. fire, demote, suspend or otherwise discipline for just cause;
 - I. set procedures and standards to evaluate the job performance of all County employees;
 - J. lay off and/or retrieve employees from duty for good cause;
 - K. determine the allocation and content of job classifications and determine all training parameters for all bargaining unit positions, including persons to be trained and extent and frequency of training;

- L. use non unit employees for work performed by employees of the unit in an emergency or for special activity events when good business judgment makes such action advisable;
- M. modify operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the County, good business judgment makes such modification advisable;
- N. determine the number, location and operation of all departments and divisions thereof;
- O. contract and/or subcontract any existing or future work when good business judgment makes such action advisable;
- P. establish, amend, revise and implement any program and/or procedures; modify the structure of any County division, function or any personnel amendment to or required by any function or department;
- Q. institute, modify or terminate any non-monetary work-incentive plan;
- R. control the use of equipment and property of the County;
- S. alter or vary past practices; and
- T. determine the number and rank of employees assigned to a particular unit or station.

11.03 The above rights of the County are not all inclusive but indicate the type of matters or rights, which belong to and are inherent in the County in its general capacity as management. Any of the rights, powers and authority that the County had prior to entering into this collective bargaining agreement are retained by the County. The exercise of the above rights by the County does not preclude employees or their representatives from raising a grievance should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

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

**ARTICLE 12
PREVAILING RIGHTS**

All rights, privileges and working conditions enjoyed by the bargaining unit members which are not specifically included in this Agreement shall remain in full force during the term of this Agreement unless changed by mutual consent in writing; provided, however, it is expressly understood that the County retains the right to terminate such rights, privileges or working conditions for justifiable cause.

ARTICLE 13
RE CERTIFICATION AND MANDATORY TRAINING

- 13.01 It is agreed that re certification training requirements for all certificates required by the Fire Rescue Department shall be done while on duty, if possible.
- 13.02 Should off duty time be required, the bargaining unit member shall be compensated. Such compensation shall be counted as hours worked in accordance with the Fair Labor Standards Act. If an employee is unable to participate due to authorized assignments or authorized leave when on duty training is available, the employee shall be compensated for subsequent off duty time for that training class, with prior managerial approval.
- 13.03 Formal scheduled training will be conducted at times specified by the department. Formal scheduled training shall not be conducted on holidays designated for 56-hour bargaining unit employees in Article 36 of this Agreement.

ARTICLE 14
PROFESSIONAL COUNSELING

- 14.01 The County and Union encourage employees to volunteer in seeking assistance by way of professional counseling. The County agrees to provide professional counseling services, such as the current Employee Assistance Program ("EAP"), to bargaining unit members and their families. When the employee seeks counseling, all matters relating to counseling shall remain confidential and shall not be released to the County unless approved by the employee. However, in cases of supervisory referrals or other requests by the County that the employee seek professional counseling, whether through the EAP or otherwise, including drug and alcohol counseling, counseling information shall be provided to the County, upon its request to the counselor or the employee. This information, however, is limited to program attendance records, program compliance issues, and completion reports. In addition, all counseling records will be subject to disclosure in the event of arbitration involving the employee, if the records are relevant to the issue(s) being arbitrated.
- 14.02 In the event an employee volunteers for assistance, each employee's situation will be reviewed on a case-by-case basis.

**ARTICLE 15
UNION ACTIVITIES**

- 15.01 The County will contribute 1500 hours to the bargaining unit union time pool. Bargaining unit employees shall contribute one hour of Vacation Leave per employee with the total contribution not exceeding the number of bargaining unit employees as of the first full pay period of October of the Fiscal Year. These hours are obtained through member contributions of Vacation Leave in full-hour increments. Each bargaining unit employee employed as of the first full pay period of October of each fiscal year shall in the first full pay period of the following March donate one hour of Vacation Leave. Upon reaching a balance of \$7500 or less, the Union, at its discretion, may hold a contribution drive (of the employees vacation leave, in full hour increments) not to exceed thirty (30) days.

Hours contributed by the County in one fiscal year, which remain unused at the end of that fiscal year, may not be rolled over to any subsequent fiscal year. Hours contributed by the Union may be rolled over, subject to the same restrictions set forth in Sections 15.02 – 15.08.

Union Time Pool hours contributed by the Department and by the Union will be considered hours worked for the purpose of FLSA overtime calculation and Worker's Compensation.

15.02 PROCEDURES

- A. The Fire Rescue Department shall submit the designated Request for Withdrawal form to the Payroll Department for each Union member requesting to use time from the pool within the deadline established by the Payroll Department.
- B. Any corrections, revisions or adjustments necessary for any reason will be made the pay period following written notification of same to the Payroll Department.
- C. No more than a total of three hundred eighty-four (384) hours may be withdrawn from the Time Pool in any two-week pay period. Upon request, but not to exceed two times per year, the Union may request an extension of this limit not to exceed four hundred fifty (450) hours.
- D. The Union Time Pool may be used for Union business upon approval by the Union President or designee. Union business for purposes of this Article shall not involve any political activity in support of any individual candidate for office. Requests for such time off shall be in writing and shall be submitted to the Deputy Chief or designee for approval at least forty-eight (48) hours prior to the time of such requested time off; provided that, when it is impossible to submit written forty-eight (48) hour notice, a request may be submitted verbally with the need for the shorter notice substantiated and later confirmed in writing. Such release shall not be unreasonably denied.

- 15.03 A maximum of five (5) members per 24 hour day will be allowed to utilize time pool.
- 15.04 Any injury received or accident incurred by a Union member whose time is being paid for by the Union Time Pool, or while engaged in activities paid for by the Union Time Pool, shall not be a considered line of duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of employment by the County within the meaning of Chapter 440, Florida Statutes, as amended. This section shall not include benefits attainable through Florida Statutes 112.181.
- 15.05 The Union agrees to indemnify and hold harmless the County, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the County or its agents, employees or officials. The term officials as used herein includes elected or appointed officials.
- 15.06 Withdrawals from the Union Time Pool shall be deducted on an hourly basis, regardless of the employees' rate of pay. However, hours contributed by the Union members will be at their hourly rate and will be used at the hourly rate of the employee using the hours contributed.
- 15.07 Management maintains the authority to authorize leave with pay for union activities when it is believed to be in the best interest of the department and/or the County. Hours authorized under this section will not be deducted from the Union Time Pool nor will they be excluded as time worked for the purpose of FLSA overtime and Worker's Compensation.
- 15.08 Management shall permit up to three (3) members of the Union's bargaining team to attend collective bargaining sessions that are scheduled on a day bargaining team members are scheduled to work and such hours will not be deducted from the Union Time Pool nor will they be excluded as time worked for the purpose of FLSA overtime and Worker's Compensation, as long as staffing does not go below daily minimum staffing requirements.
- 15.09 The Union President, the Vice Presidents, and two other principal officers or staff assistants designated in writing upon Board approval of this Agreement and thereafter annually by October 15 of each fiscal year will not be required to work mandatory overtime shifts, except in declared emergencies.

ARTICLE 16
SAFETY AND HEALTH

16.01 The County and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The County and the Union will cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices for the protection of employees.

16.02 The Union may consult with the County's safety representative and make recommendations in safety matters. The Union shall appoint one voting member to the Orange County Fire Rescue Department Safety Committee. The Safety and Health Committee may meet once per month, but no less than quarterly.

16.03 All protective devices, wearing apparel, and other equipment deemed reasonable and prudent by the Orange County Fire Rescue Department to protect employees from injury shall be provided by the County. Such protective devices, apparel and equipment, when provided, must be used. The Union agrees that neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished hereunder by the County shall be basis for disciplinary action up to and including discharge.

16.04 Bargaining unit members desiring to upgrade to a leather helmet may do so by reimbursing the county for the cost difference between the regular issue helmet and the cost of the leather helmet. The county maintains sole discretion to select the model and style of leather helmet and maintains sole discretion to determine the serviceability of any leather helmet and can require that leather helmets be removed from service for any reason, including safety concerns and appearance.

16.05 The County agrees to meet all regulations pertaining to the Fire Service that are enforced by the State Fire Marshall's Office.

16.06 Bargaining unit members shall not be required to perform station lawn maintenance, including but not limited to: mowing, edging weeding, weed eating, and hedge trimming.

ARTICLE 17
GRIEVANCE AND ARBITRATION PROCEDURE

- 17.01 Members of the bargaining unit will follow all written and verbal orders given by supervisors even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.
- 17.02 For the positions covered under this Agreement, a grievance is a claimed violation of this Agreement and/or Orange County Policy Manual Operational Regulations, Administrative Regulations, Departmental SOPs, and Performance Evaluations that adversely impact pay or promotions or any other County or departmental policy that governs the members of this unit. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee and/or by the Union. Union grievances must be approved by a principal officer and submitted by an Executive Board member and/or union staff member.

An employee must first discuss a grievance with the employee's immediate supervisor. It is the policy of the County and the Union to encourage informal discussion of complaints between management and employees covered by this Agreement. Such discussion should be held with the intent of reaching an understanding that will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article.

In the event that the Union files a separate grievance on the same or related issue that gave rise to the original grievance, all related grievances must be consolidated for review. Union and termination grievances shall be automatically handled at Step 2 by the Fire Chief or designee. The grievant and management may agree to waive Step 1 in any grievance. With regards to transfers, mandatory transfers may proceed to arbitration, while transfers defined in 28.02A (3) of this Agreement shall not be grievable.

Oral warnings and written reprimands will not be considered as a basis for further disciplinary action after eighteen (18) months from the date of discipline unless that discipline resulted from a violation relating to harassment or workplace violence.

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in writing at Step 1 within ten (10) business days after initial knowledge of the action allegedly giving rise to the grievance; which means, within ten (10) business days after knowledge of a final decision which will or may result in the adverse personnel action which is the subject of the grievance.
- B. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph A, above, shall

be conclusively barred on the merits following expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter.

Failure on the part of the County to respond within the time limit set forth at steps one and two automatically moves the grievance to the next step. Failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the County's response shall cause the matter to be barred as set forth in this paragraph.

- C. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the County.
- D. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the County's representative at that step.
- E. In any grievance, there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:
 - 1. A complete statement of the grievance and facts upon which it is based;
 - 2. The section or sections of this Agreement claimed to have been violated and/or Orange County Policy Manual, Operational Regulations, Administrative Regulations, Departmental SOPs, and Performance Evaluations that adversely impact pay or promotions or any other County or departmental policy or practice that governs the members of this unit;
 - 3. The remedy or correction requested.
- F. Unless mutually agreed, all grievance hearings will be held during business hours and when the grievant is on duty whenever possible.
- G. Any grievance filed on behalf of or for the benefit of any employee or employees must specifically name all such employees. A grievance can only be amended within 10 days after the original filing date at the initial Step, except that names may be added no later than the completion of Step 2. No monetary or other relief shall be granted or awarded to any employee not so named unless the County so decides. The amended grievance shall replace the original grievance, and no further amendments of the grievance shall be allowed.
- H. In all cases requiring the aggrieved employee or the Union to timely present a grievance, the grievance must be provided to Human Resources at Fire Rescue via facsimile, email, or hand delivery during the hours of 9:00 AM until 5:00 PM, Monday through Friday, except holidays.

If the grievance is transmitted by facsimile, the grievant must simultaneously

forward the original hard copy by inter-office mail or email to Human Resources at Fire Rescue.

In all cases requiring the aggrieved employee of the Union to timely advance a grievance, the Union or grievant must sign off on the original grievance form at Human Resources at Fire Rescue during the hours of 9:00 AM until 5:00 PM, Monday through Friday, except holidays hereunder.

- I. Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.
- J. Non dues paying members may avail themselves of each step of the grievance procedure.
- K. As used in this Article, the term business days does not include Saturdays, Sundays and Holidays.
- L. New-hire probationary employees hired on or after ratification of this Agreement, and/or the Union on their behalf, cannot arbitrate their separation from employment and can advance the separation grievance no further than Step 3.
- M. Grievance resolutions at any Step shall be implemented only after the written acceptance of the grievance decision by the grieving party or after ten (10) business days of the grievance decision if the grievant has not properly advanced the grievance to the next step, whichever occurs first. If the resolution is accepted or the grievant has failed to advance the grievance within the prescribed timeframe, the grievance shall be barred from moving to the next Step of the grievance and/or arbitration process. Grievance resolutions at any Step shall not be precedent setting unless the Union and County agree that it will be precedent setting.
- N. The County will recognize only the Local President or his designees as speaking on behalf of or binding the Union and/or the bargaining unit in grievances.

Step 1

17.03

An aggrieved employee or the Union shall present the fully completed grievance form in writing to Human Resources at Fire Rescue by facsimile, email, or hand delivery within ten (10) business days of knowledge of the occurrence which gave rise to the grievance on the prescribed grievance forms, which shall be standard forms used throughout the grievance procedure.

When a grievance is filed by an individual bargaining unit member, Human Resources at Fire Rescue shall immediately forward a copy of the grievance to the Union office and

email the Principal Officers at the Union email address. The ten-day period in Section 17.02.G will start on the date that the grievance is provided to the Union.

Human Resources at Fire Rescue will notify the Division Chief or his designee to schedule a meeting within no more than ten (10) business days with the grievant and the union representative. The Division Chief or his designee will make a decision and communicate it in writing to the employee, Human Resources at Fire Rescue and the Union within ten (10) business days following the meeting. Any extensions must be submitted to Human Resources at Fire Rescue.

Step 2

17.04 If the grievance has not been resolved at Step 1, an aggrieved employee or the Union shall advance the fully completed grievance form within ten (10) business days of receipt of the written answer from the Step 1 by signing the form, at Human Resources at Fire Rescue, stating the desire to advance the grievance.

Human Resources at Fire Rescue will notify the Fire Chief or designee who will meet with the grievant and the Union within ten (10) business days. The Fire Chief or designee will make a decision and communicate it in writing to the grievant, the Union, and Human Resources at Fire Rescue within ten (10) business days from the date the grievance was heard. Any extensions must be submitted to Human Resources at Fire Rescue. Grievances regarding oral warnings shall not advance beyond Step 2.

Step 3

17.05 If the grievance is not fully resolved at Step 2, the aggrieved employee or Union may sign the original written Grievance Form indicating its desire to advance the grievance to Step 3 within 10 business days from the date of the Step 2 written response. Human Resources at Fire Rescue will forward the original grievance to the County's Human Resources Division within ten (10) business days of receipt of the request to advance the grievance to Step 3.

For terminations the Grievance Adjustment Board shall consist of (1) the Deputy County Administrator or designee, (2) the Union President or designee, and (3) one other supervisory employee of the Orange County Fire Rescue Department outside the bargaining unit and designated by the County's Human Resources Division. For all other grievances, the Grievance Adjustment Board shall consist of (1) a Department Director, Deputy Director or designee; (2) the Union President or designee; and (3) a managerial employee of the Orange County Fire Rescue Department outside the bargaining unit and designated by the County's Human Resources Division. Within ten (10) business days, the County's Human Resources Department shall schedule a Grievance Adjustment Board hearing for a time convenient for the Board and all other involved parties. The majority decision of the Grievance Adjustment Board shall be determinative of the grievance at Step 3, except as provided in 17.02 M above. The Board shall notify the aggrieved employee and the Union in writing of the Board's decision within ten (10) business days following the meeting. Any information that was not available at Step 1 or

Step 2 that might help resolve the grievance may then be submitted by the grievant, management, or the Union for consideration.

Grievances regarding written reprimands and performance evaluations shall not be advanced beyond Step 3.

ARBITRATION

- 17.06 If any grievance over a matter not excluded from arbitration herein that is not resolved by the foregoing grievance procedure, the Union, within fifteen (15) business days after the receipt of the written Grievance Adjustment Board's decision, shall give to the County Administrator by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration. Said written notice is to include a written statement of the position of the Union with respect to the arbitrable issues. After the Union gives notice of its intent to arbitrate, the parties may agree to conduct mediation through the Federal Mediation and Conciliation Service (FMCS) prior to the date of the arbitration hearing.
- 17.07 Within twenty (20) business days from receipt of such notice, the Union shall request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service (FMCS) who reside in the State of Florida. Within ten (10) business days of the receipt of the list from the FMCS the Union and the County will alternately eliminate one at a time from said list of names of persons not acceptable until only one name remains, and that person will be the arbitrator. The County and the Union will alternate in the right to first strike names in successive arbitrations.
- 17.08 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. In the case of a demotion or termination, the arbitration hearing shall be scheduled no later than one hundred twenty (120) days from the selection of the arbitrator unless circumstances beyond the control of the Union or the County causes an extension of this date. The decision of the arbitrator will be served upon the employee or employees aggrieved, the County and the Union in writing. The arbitrator shall endeavor to rule within twenty one (21) business days after the hearing.
- The expense of the arbitrator shall be borne by the losing party but may be at the discretion of the arbitrator. Each party shall be exclusively responsible for compensating its own attorneys, representatives and witnesses.
- 17.09 The submission to the arbitrator shall be based exclusively on the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedure and shall include a copy of this Agreement.

- 17.10 The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of the Agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of said terms or to limit or impair any right that is reserved by this Agreement, by statute or otherwise, to the County or the Union or the employees, or to establish or change any wage or rate of pay in this Agreement.
- 17.11 No decision of any arbitrator or of the County in one case shall create a basis for retroactive adjustment in any other case. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the County, less any interim earnings and unemployment compensation that the employee may or might have received during the period for which the back pay was awarded.
- 17.12 In settlement or other resolution of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of the amount of wages which would have been earned from the County.
- 17.13 It is agreed with respect to the above wages or retroactive adjustment, that the County may determine that back wages or other retroactive adjustment may be warranted for prior periods of time.
- 17.14 The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

ARTICLE 18
DRUG AND ALCOHOL TESTING

- 18.01 The County and the Union mutually agree that employee substance and alcohol abuse constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed in jeopardy if an employee is under the influence of a controlled substance, narcotic, drug or alcohol. Furthermore, the Union and the County will work together to provide a drug free workplace as defined under Florida Statute 440.102. It is further understood that if the above referenced statute is amended or changed in any manner that the impact shall not automatically be passed on to the employee.
- 18.02 To allay public concerns regarding substance and alcohol abuse by Public Safety employees and to mitigate the danger to other employees in the work place and to citizens generally, the County and the Union mutually agree that the following provisions will be implemented:
- A. The Fire Chief or his designee may order an employee to submit to any type of toxicology or alcohol testing deemed appropriate under any of the following circumstances: (1) upon reasonable suspicion that an employee has been on duty or has reported for duty impaired as a result of any controlled substance, narcotic, drug or alcohol use; (2) if an employee has been arrested for any drug related offense; (3) when an employee is operating a Fire Department vehicle involved in an accident or when an employee suffers or experiences a workplace injury when medical attention becomes necessary; or (4) pursuant to random selection process in which at least 2.5% of the employees are tested. Thereafter, the provision of paragraphs B, C, D, and E, below shall apply. For the purpose of this paragraph, the term "reasonable suspicion" shall mean a belief on the part of the Fire Chief, or Deputy Chief, that the information upon which the suspicion is based is reliable; anonymous reports shall not constitute reasonable suspicion but sworn or notarized statements shall be used. For documentation purposes, this information shall be reduced to writing at the time of the order to submit to testing and shall be provided to the employee. Testing shall only be performed upon the employee being ordered to report to a designated work location at a specified time. Employees shall be selected for random testing in such a manner as to ensure that each employee, regardless of rank, will have an equal chance of selection. The Union shall have access to review the selection process to ensure that the selection was random after the process is completed. Any random selection process may be subject to audit by the Union.
- B. In the case where an employee is operating a Fire Rescue Department vehicle that is involved in an accident, the employee will be given the option of reporting to a County approved medical clinic for drug and alcohol testing or to participate in an on-site drug detection processes, referred to as a "drug swipe" and on-site breathalyzer. The swipe is a non-invasive process administered by a designated Safety Officer, to render a preliminary drug screen result. An on-site breathalyzer is administered, by a designated Safety Officer, to render a preliminary alcohol

screening. If the results of the two on-site tests are "non-reactive," the employee will be returned to duty with no further testing required.

If the result of the drug swipe or the on-site breathalyzer are "reactive" which shows a presumptive indication of drugs or alcohol in the system, the employee shall be transported to and from a County approved medical facility for confirmation testing consistent with this article. An on-site breathalyzer result of 0.02 or greater shall be considered "reactive."

Confidentiality will be maintained on a reactive swipe result to the greatest extent possible. The reactive result will be used only to determine the necessity of the employee reporting to a county approved medical facility for additional testing. Reactive results shall not be used for disciplinary purposes. Employees requiring additional testing upon a reactive result will be placed on Relief of Duty with Pay pending results of the additional tests.

- C. Testing will be conducted in accordance with CDL regulations (including splitting the original sample) by a certified laboratory or agency.
- D. Upon written request from the employee, a different certified laboratory or agency will conduct a test on the second portion of the original specimen if the request is received within seventy two (72) hours of the time the employee is notified of a positive test result on the original sample.

If requested to conduct a test on the second sample, the certified laboratory will confirm any positive test result by a gas chromatography test on the second sample of the original specimen.

- E. For alcohol testing purposes, on duty employees will be asked to provide test samples that will be submitted to an appropriate alcohol testing procedure. A 0.04 or greater blood/alcohol level will deem the employee to be impaired and will be considered a positive test result. A positive test could result in disciplinary action up to and including dismissal.
- F. Employees who tamper with or refuse to report for drug testing at the time and place directed will be dismissed.
- G. In accordance with the provisions of Florida Statutes, the test results and all other medical reports shall remain confidential and are not subject to public release. However, the results and reports may be disclosed in any arbitration involving the employee.
- H. Employees may request Union representation during any of the testing procedures, provided that the Union representative does not in any manner interfere with the testing procedures or jeopardize the security of the tests.

I. The County may provide the opportunity for employees to enter a County approved/sponsored rehabilitation program. The parties agree that the County has the sole authority to determine whether to maintain and/or continue any County approved/sponsored rehabilitation program and that any approval for an employee to enter any rehabilitation program may be limited by the County to one opportunity during an employee's employment. An employee may be allowed to voluntarily enter a County approved/sponsored rehabilitation program, assuming that the employee has had no history of substance influence or use, that no disciplinary action is pending (and further that the employee has done nothing for which he could be subject to disciplinary action), and that no accident, injury, reasonable suspicion request, or random selection has occurred at the time of such request. The County and Union encourage employees to volunteer in seeking assistance by way of professional counseling.

J. If an employee enters a County approved/sponsored rehabilitation program in accordance with paragraph I above, then, upon successful completion of rehabilitation (as determined by a County designated physician), the employee shall be returned to his regular duty assignment or the equivalent thereof. If follow up care is prescribed after treatment, such may be imposed by the County as a condition of continued employment. The County shall be allowed complete access to the employee's medical file and counseling records associated with the rehabilitation program.

Immediately upon an employee's discharge from a rehabilitation program, the employee will provide the County with documentation of the follow up care requirements as well as permission for the County to ascertain whether the employee has been and/or is abiding by the program requirements. Moreover, the parties agree that entry into such a rehabilitation program shall be deemed to constitute reasonable suspicion that the employee has in his system or is using controlled substances, narcotics, drugs or alcohol, and that, accordingly, the employee may be subject to testing procedures in accordance with paragraphs C and D above, as required by management, for a period not to exceed six (6) months from the date that the employee returns to duty. Should an employee refuse to submit to testing in accordance with the provisions of this paragraph, to voluntarily enter a County approved/sponsored rehabilitation program, to successfully complete and otherwise comply with the requirements of such program, to comply with the requirements of any follow up care; or, should the employee test positive for drugs or controlled substances, narcotics, or drugs or alcohol during the aforesaid six (6) month period, the employee shall be immediately dismissed.

K. Though both parties agree that drug usage will be viewed with zero tolerance, the County retains the absolute right to determine whether a single positive test result warrants discharge or a lesser disciplinary action. The failure of the County to impose a particular disciplinary action in one situation will not prejudice the County's right to impose such (or a different) disciplinary action in another situation. Section 25.02 shall be considered but will not restrict, in any way, the

absolute right of the County to terminate employment for a single positive drug or alcohol test result.

- L. The County and Union agree that each employee will undergo annual drug testing as part of their annual physicals. All employees who do not receive annual physicals will be drug tested within a two-week period of time from their anniversary date.

ARTICLE 19

VOTING

- 19.01 If early voting is allowed the employee will not be permitted time off to vote. If early voting or absentee balloting is not available, the employee will be granted two hours' time off with pay to vote. If additional time is necessary, it will be treated as Vacation Leave time. Voting time will be scheduled at the discretion of the immediate managerial supervisor in command in such a fashion as to not interfere with normal work production. The location of the bargaining unit member's precinct and his work schedule shall be considered in scheduling time off.

ARTICLE 20
MILEAGE REIMBURSEMENT

- 20.01 Employees who from time to time, or on a permanent assignment basis, are required to use their vehicles for County business shall be compensated for such use at the rate per mile established by the Orange County Office of Management and Budget. This rate is changed from time to time, and it is agreed that should the rate change during the term of this contract the compensation will be adjusted effective the date of change. As used in this Article, County business does not include the trip from the employee's home to the employee's assigned place of duty, or the employee's approved storage place of any assigned vehicle; or the trip from the employee's assigned place of duty to the employee's home, or the employee's approved storage place of any assigned vehicle to the employee's home. If an employee has reported to his assigned place of duty, it includes the actual trip from one assigned place of duty to another and back to the employee's home station or the employee's next assigned duty station for the purpose of gear/equipment storage, only.
- 20.02 Employees assigned bunker gear and bedding will be provided tote bags.

ARTICLE 21
EDUCATIONAL ASSISTANCE

21.01 Employees covered under this collective bargaining agreement are eligible for participation in the County's educational assistance/tuition reimbursement program to the same extent that the program is available to all County employees, except as modified by this Article.

- A. Tuition Reimbursement shall be in accordance with the guidelines outlined within Orange County Policy and Operational Regulations, except as modified by this Article.
- B. The program provides reimbursement for tuition cost, up to \$1,500.00 per fiscal year, for successful completion of approved course work. Books, and other related charges are not reimbursable under this policy.
- C. Employees who separate from County employment for any reason, other than layoff due to organizational needs, prior to completion of one year of employment following completion of approved course work other than course work for a recognized certification addressed in subparagraph D below or paramedic certification addressed in subparagraph F below shall repay the County for any tuition reimbursement received during the employee's last year of County service.
- D. Employees who utilize tuition reimbursement, or any other County sponsored program, to obtain a recognized certification shall be required to function in that capacity as directed by management. An employee who does not function in the capacity for which they have obtained the certification (e.g., relief driver, rescue diver, squad technician) may be required to reimburse the County for the cost of obtaining the certification. For the purposes of reimbursement to the County, the employee shall be required to begin functioning in the capacity for which the certification was obtained no later than 180 days from the last day of the final training class. For each full month that the employee serves in the capacity for which the certification was obtained, the amount of reimbursement to the County shall be reduced by 1/36th. After 36 months of serving in the capacity for which the certification was obtained, no reimbursement will be due to the County for obtaining the certification.

Management at its sole discretion may deny a request to drop a certification obtained through educational assistance, or any other County sponsored program.

This paragraph shall not apply to paramedic certification, which shall be governed by subparagraph F below and any other applicable provisions of this Agreement.

- E. All employees (shift and 40-hour) who work 6 consecutive months (October-March or April-September) without any sick leave use will be granted up to 12 hours of administrative leave for the purpose of attending approved educational classes as defined in this article. Any accrued time provided under this section

must be used within the 6 months following the designated tracking periods (October-March or April-September) or such time will be lost.

- F. Students enrolled in an approved paramedic program, other than those who did not successfully complete a County-paid paramedic program or portion thereof, may be entitled to receive up to \$3,000 in a fiscal year period in tuition reimbursement and/or books for this course work and shall not be restricted to the \$1,500 allocation for a fiscal year period as set forth in section B above. Any unspent dollars up to \$3,000 for a two-year period, may be utilized for approved course work once the paramedic program is successfully completed. The employee must provide an official grade report to the County for course work under this provision, as provided in County Policy. The County reserves the right, upon reasonable notice, to eliminate its tuition reimbursement for paramedic programs as identified in this section.

Upon successful completion of an approved paramedic program, State of Florida paramedic certification, and certification to practice by the Orange County Medical Director's Office, the employee, other than an employee who did not successfully complete a County-paid paramedic program or portion thereof, may be entitled to receive additional tuition reimbursement, up to \$3,000, for tuition expenses which have been paid by the employee for the successful completion of pre-approved paramedic program coursework. To be eligible for the additional reimbursement, the employee must submit the educational assistance form and a receipt for tuition paid to Human Resources no later than sixty (60) calendar days of the date the required certification to practice is received from the Orange County Medical Director's Office. This additional reimbursement shall constitute the employee's \$1,500 tuition reimbursement allocation as set forth in section B above for an additional two fiscal year period. Any unspent dollars up to \$3,000 for the two-year period may be utilized for approved course work.

Employees who separate from County employment for any reason, other than layoff due to organizational needs, prior to completion of thirty-six (36) months of employment following tuition reimbursement for an approved paramedic program shall repay the County for all reimbursement received for the approved paramedic program. Employees who fail to maintain State of Florida paramedic certification, Orange County Medical Director's office certification, or employment as a firefighter/paramedic or higher rank paramedic shall repay the County for all reimbursement received for the approved paramedic program.

Employees who use educational assistance to attend paramedic training will be required to reimburse the County for the entire amount of tuition reimbursement if they are unable to serve as a stand-alone paramedic within six (6) months from the last day of the paramedic training course. The County may make exceptions to this reimbursement at its sole discretion on a case-by-case bases.

- G. Reimbursement owed to the County pursuant to Section 21.01(C), (D), and (F) above shall be taken from the employee's benefits accrued at the time of

termination or resignation. Any amount due to the County exceeding the accrued benefits shall be paid by the employee within the first thirty (30) days after termination or resignation.

- 21.02 Any bargaining unit member who receives a qualifying degree under Section 633.382, Florida statute, as amended, will receive compensation if any, as provided in Section 633.382.
- 21.03 The Department shall reimburse employees for the cost of successful completion of any job-related courses, classes, or certifications on the pre-approved list created and amended by management with the input of the Union. Management, on a case-by-case basis, may approve other certification or training courses submitted by the employee prior to the start of the courses. Reimbursement for job-related courses, classes, or certifications shall be subject to the provisions of Section 21.01 above; provided that the total fiscal year reimbursement for such job-related courses, classes, or certifications and any tuition reimbursement under Section 21.01 shall be limited to \$1,500.00 per fiscal year.

ARTICLE 22 PROMOTIONAL OPPORTUNITIES

- 22.01 It is the policy of the Orange County Fire Rescue Department to consider its own qualified employees for promotional opportunities in employment prior to considering qualified outside applicants, and to give preference for such opportunities to its own qualified employees over outside qualified applicants for those positions listed in this Article. An employee wishing to apply must submit a written (approved) application to Human Resources. An employee wishing to apply must submit a written (approved) application to Human Resources in accordance with the job posting. Employees working under an Employment Agreement or who have received an unsatisfactory performance review and are on a promotion list must meet the criteria in accordance with Article 22.09.
- 22.02 The County agrees to maintain promotional eligibility lists for Assistant Dispatcher Supervisor, Dispatch Supervisor, Engineer, Lieutenant and Captain. Such eligibility lists shall list the names or identification numbers of eligible applicants. Upon the initial posting of eligibility list, employees who do not possess the required education (degree or college credit) or certification will be listed on the promotional list with an asterisk (*) besides their names. To be considered for promotion, these employees must inform Human Resources at Fire Rescue (FR-Administration-FireHRServiceCenter@OCFL.net, FR-EducationUpdate@ocfl.net) and the Union (officers@OCFFA.com) in writing using their County e-mail address, that they have attained the required education or certification along with the required documentation as identified in the promotional announcement. This email and required documentation must be received by Fire Rescue at Human Resources no later than fourteen (14) calendar days prior to the Department's announcement of the promotions for the employee to be considered for that round of promotions. As non-eligible individuals become eligible, the County shall send a department wide e-mail noting the employee's change in eligibility status. The promotional list will be maintained for two years from certification, unless a shorter or longer period of time is agreed to by the County Administrator or designee and the Union President based on legitimate business reasons, such as the individuals remaining on the list are not eligible for promotion (shorter), or the unavailability of a testing vendor (longer). The agreed upon decision to shorten or lengthen the promotional list shall be excluded from the grievance or arbitration procedures. Promotional appointments shall be made within thirty (30) calendar days of an announced vacancy in the respective rank unless good business judgment necessitates a delay.

Employees within the classifications of Fire Inspector I, Fire Inspector II, Fire Inspector I SRK, and Fire Inspector SRK II will be promoted to the next highest classification within the Fire Inspector bargaining unit classifications for which they qualify (a) after serving a minimum of 6 months in the lower classification (b) attaining the qualifications for the higher classification, (c) receiving a satisfactory or higher rating on their most recent performance evaluation, and (d) approval by the Fire Chief. Any such promotion will be effective the beginning of the first pay period after approval by the Fire Chief. Articles 22.09 and 22.14 shall apply to promotions under this provision.

Employees within the classifications of Fire Plans Examiner I and Fire Plans Examiner II will be promoted to the highest classification within the Fire Plans Examiner bargaining unit classifications for which they qualify after six months and upon: (a) attaining the qualifications for the higher classification, (b) receiving a satisfactory or higher rating on their most recent performance evaluation, and (c) approval by the Fire Chief. Any such promotion will be effective the beginning of the first pay period after approval by the Fire Chief. Articles 22.09 and 22.14 shall apply to promotions under this provision.

- 22.03 Orange County Fire Rescue Department Management reserves the right to design, develop, and administer all testing procedures. To be eligible for promotion, employees in special risk positions, at a minimum, must have successfully passed the Incumbent Physical Ability Test ("IPAT") or have passed the IPAT within the previous twenty-four months. If an employee fails the IPAT, he shall have an additional 90 days to pass, and if he passes, shall then be eligible for promotion.

Prior to the posting of testing procedures, the Union President or his designee will be provided an overview of the test components for review and comment. These procedures may consist of written test, assessment centers, candidate schools, intern programs or a mixture of these components. The County shall be responsible for ensuring that all aspects of the promotional process are competitive, content valid, and reflective of the position for which the process is intended to fill. The weighting of each aspect of the procedures will be determined by management. The County shall have the exclusive authority to determine the passing scores for each component of the promotional process and determine the number of candidates that move on to the next step of the promotional process. However, whenever a determination is made regarding groups of employees moving on to the next step in the promotional process, this will be done on the basis of score and performance without knowledge of the candidates' identity. The Orange County Fire Rescue Department shall post notice no less than one hundred forty (140) calendar days prior to the start of a promotional process for a normal testing cycle. In the event a list is exhausted and a test must be given early, the time frame to post the notice shall be mutually agreed upon. Such notice shall include the projected dates for each portion of the process, all source materials to be utilized, and shall set the promotional process start date. This date shall serve as the last day for calculating the minimum qualifications for time-in-grade set forth in section 22.8, regardless of when the actual examination or testing process begins. This posting will also identify additional characteristics that will be considered by the Fire Chief in making selections once a rank order eligibility list is established. The components and weighting of the promotional process shall be posted no later than fourteen (14) business days after the closing date of the posting of the promotional process. The starting date of the testing portion of the promotional process shall be in accordance with the following schedule.

Rank

- A. Captain – September – November even-numbered years.
- B. Lieutenant - October – December odd-numbered years.

C. Engineer - October – December even-numbered years.

The below defined references are made in this article:

Posting date: The date a promotional process opportunity is posted which will count as the first day of the one hundred and forty (140) day notice.

Application closing date: The date and time all applications must be correctly submitted.

Promotional process start date: The date included in all promotional opportunities postings that represents the projected start date of the first (1st) portion of the testing process and which is used as a deadline for time-in-grade requirements.

22.04 All source materials listed shall be job specific as provided in the current job description. An itemized list of source materials and where source materials may be obtained shall be available through the Orange County Fire Rescue Department Training Bureau concurrent with the posting of the testing notice.

22.05 Applicants must make a passing score on all portions of the test to become eligible for the promotional list, as determined by the Fire Chief without regard to applicant identity.

22.06 SELECTION FROM PROMOTION LIST

A. Promotion to the rank of Engineer, and Lieutenant will be from the appropriate ranked order eligibility list. For the position of Engineer, and Lieutenant, the Chief will promote the top scoring candidate from the list, except for instances where there are documented deficiencies as spelled out in the Agreement.

B. For the positions of Captain, the Chief will utilize a strict Rule-of-4 selection process. In this process, the Chief may select any candidate who scores and is ranked amongst the top four candidates. This selection will be based on both positive and negative characteristics as identified in the posting process. Once a selection is made from the top four scoring candidates, the next eligible person will be taken from the remaining three individuals and the selection process will be repeated until each of the original four has been promoted. At that point, another four employees will be taken from the top of the list and the process will be repeated.

C. Factors affecting this selection may include but are not limited to:

1. Whether the employee has been disqualified since the establishment of the list.
2. Whether the employee desires to be bypassed due to personal reasons.
3. Employees who choose to be bypassed may do this one time and still maintain their position on the promotional list. If an employee requests to

be bypassed a second time, he/she will be removed from eligibility for the duration of the affected list.

4. Items identified in Section 22.09.

22.07 SENIORITY AND EDUCATIONAL POINTS

Implementation of Paragraphs B and C shall commence at the appropriate testing cycle starting in 2016. Employees having a passing score on all portions of the promotional test process and who are eligible for the promotional list will have percentage points added to the score for career accomplishments as outlined below. Points must be declared by the job closing date for the promotional process. The method of declaration will be identified in the posting for the job opening or in an official department communication at the time of the posting for the job opening. Paragraphs "A" and "C" are for all bargaining unit employees. Paragraph "B" is for Operations employees only.

- a) Up to two (2) points will be added for the first seven (7) years in grade for employees taking the promotional exams. The points will be prorated on a basis of 0.0239 points per month as of the promotional process start date. Points will be based upon the applicant's time since attainment of the grade specified in the minimum qualifications for the tested position. For Lieutenant, time in grade will include firefighter and engineer.
- b) Two (2) points will be added to the score of an applicant who is a locally certified paramedic provided that the local certification has been maintained since the time of obtainment and the applicant declares their intent to use these points as stated above. If an individual has dropped their paramedic certification, they shall not be able to reinstate their certification for testing points within less than two (2) years prior to the date of exam. If these points are utilized, the employee must maintain paramedic to maintain the rank. After ten (10) years a person that has been promoted, may apply to drop their certification and the request will be evaluated on a case by case basis.
- c) Additional points will be added to the score for those taking the promotional exam for one of the following certifications/degrees, provided the applicant declares their intent to use these points as stated above:

HazMat Technician (for Operations Only)	.5
Current Paramedic Preceptor (I or II) for 2 years or longer	.5
Orange County Relief Driver qualification (Engineers promotion only)	.5
Associate degree	2
Bachelor degree	3
Master degree	4
Fire Instructor I	.5
Fire Instructor II or III	1
Professional Credentialing through the Center for Public Safety Excellence (i.e., Fire Officer, Fire Marshal, and Chief Training Officer); National Fire Academy (i.e., Executive Fire Officer):	

and, others as identified in the Promotional announcement

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Employees possessing more than one degree shall designate, at the time of application, which single degree will be used to calculate the educational points awarded. Degrees from a U.S. Department of Education or Council for Higher Education (CHEA) accredited college or university qualify for the purpose of awarding the higher number of educational points as set forth above.

- d) The maximum number of points an individual may receive shall be eight (8).

22.08 ELIGIBLE POSITIONS

A. ASSISTANT DISPATCHER SUPERVISOR AND DISPATCHER SUPERVISOR:

- Orange County Fire Rescue Department Management reserves the right to design, develop, and administer the promotional testing procedures for Assistant Dispatcher Supervisor, and Dispatcher Supervisor. The County shall be responsible for ensuring that all aspects of the process are competitive, content valid, and reflective of the position to be filled. Management shall determine the eligibility criteria for each position, the time line for posting, and the application period.

B. ENGINEER: The following requirements must be met for any promotional processes announced after ratification of this Agreement:

- **On or before the posting closing date:**
 - Must currently hold the rank of Firefighter.
 - Must possess and maintain a Florida EMT or Paramedic Certification.
 - An approved Driver/ Operator course certification.
 - A valid Florida Driver's License.
- **On or before the promotional process start date:**
 - Time-in-Grade: A minimum of three years as a bargaining unit Firefighter with Orange County Fire Rescue.
- **On or before the date of promotion:**
 - Florida Certification as a Fire Officer I at the time of promotion.

C. LIEUTENANT: The following requirements must be met for any promotional processes announced after ratification of this Agreement:

- **On or before the posting closing date:**
 - Must currently hold the rank of Firefighter or above.
 - A valid Florida Driver's License.
 - Must possess Orange County Relief Driver Certification.
 - Must currently hold the position of Engineer or if a Firefighter, have an approved Driver/ Operator course certification.
 - Must possess and maintain a Florida EMT or Paramedic Certification.

- **On or before the promotional process start date:**
 - Time-in-Grade: If an Engineer, a minimum of five years total combined time working as bargaining unit Engineer and Firefighter with Orange County Fire Rescue.
 - Time-in-Grade: If a Firefighter, a minimum of six years working as a bargaining unit Firefighter with Orange County Fire Rescue, as of the promotion process start date and has been on a previous or existing Engineers Eligibility list; or a minimum of seven years working as a bargaining unit Firefighter with Orange County Fire Rescue as of the promotion process start date.

- **On or before the date of promotion:**
 - Florida Certification as a Fire Officer II, or Fire Officer I certification attained prior to July 1, 2014. Employees who attained Fire Officer I certification after July 1, 2014, and who sat and were deemed eligible for a Lieutenant promotional process after that date, shall be grandfathered under the Fire Officer I certification requirement for eligibility for the 2017 Lieutenant promotional process. For all Lieutenant promotional processes thereafter, such employees will be required to have Fire Officer II certification for eligibility.
 - Must have attained 40 college credits in Fire Science, Emergency Medical Services, or related fields from an accredited college or university as listed in 22.7C.

D. CAPTAIN: The following requirements must be met for any promotional processes announced after ratification of this Agreement:

- **On or before the posting closing date:**
 - Must currently hold the rank of Lieutenant or above.
 - Must possess and maintain a Florida Paramedic Certification. Any current Captains who do not possess a Florida Paramedic Certification as of the effective date of this Agreement shall be exempt from this requirement so long as they possess and maintain a Florida EMT Certification.
 - A valid Florida Driver's License.
 - Florida Certification as a Fire Officer II, or Fire Officer I certification attained prior to July 1, 2014.
- **On or before the promotional process start date:**
 - Time-in-Grade: Two years as a bargaining unit Lieutenant as of the promotion process start date.
- **On or before the date of promotion:**
 - An AS degree in Fire Science, Emergency Medical Services, or related fields, or an AA Degree, or 50 college credits toward a Bachelor's Degree in Fire Science, Emergency Medical Services, or related fields from an accredited college or university as listed in 22.7C.
 - Must possess Fire Department Safety Officer Certification as recognized by the Department.
 - Qualification for specific positions within this rank will be determined based on assignment needs and functions of the position.

22.09 Employees who have current disciplinary issues in the time periods as defined below or who are involved in criminal activities (as defined below), shall be excluded from promotion for the following time periods, or the expiration of their sentence, whichever is greater, under the following guidelines (nothing in this Article will preclude the County from terminating an individual in accordance with Article 25.5).

The time frame runs from the date the employee receives official documentation from the County requesting the employee's acknowledgment of receipt of the County's notice of discipline.

Unsatisfactory Performance Review	12 Months
Suspended for Disciplinary Reasons	12 Months
Demoted for Disciplinary Reason	18 Months, or as outlined in an employment agreement
DUI Conviction or adjudication withheld	12 months
Misdemeanor Conviction or adjudication withheld (related to Florida Statute 633.351(2))	48 months
Employment Agreement	As outlined in the employment agreement

Employees who are on probation for a misdemeanor directly related to their position shall be excluded during the term of their probation.

Upon arrest and until final resolution of a criminal charge, management has the option to delay any promotion of the individual. If charges are dropped or the individual is found not guilty, he will be promoted to the next available position, even if the promotion list has expired, and his seniority will date from when the individual would have been promoted if charges had not been filed.

22.10 TESTING

- A. Should any question be declared invalid, this shall not be cause for invalidating the test. If any question is declared invalid, that question shall be declared invalid for all persons taking the promotional test. The final score for the test shall be based on the remaining number of questions.
- B. The identity of all promotional applicants shall be concealed by the use of an identification number. Should the County fail to grade a test because of an identifying mark, other than the identification number on the test, the person taking the test shall have the right to grieve the circumstances involved with the failure to grade the test.
- C. The County agrees to ensure a challenge process will be established prior to the administration of any promotional examination.
- D. The County agrees to provide a feedback session within a reasonable time frame following the administration of a promotional process.

22.11 In the event a promotional list becomes exhausted prior to the established testing date, a new promotional test may be given for the appropriate rank as soon as possible considering budgetary and procurement consideration

- 22.12 Any employee involuntarily demoted because of reasons unrelated to performance or disciplinary actions shall retain the right to promotion to the rank from which he was reduced for a period not to exceed three (3) years. If the promotional eligibility list is exhausted, his right to reinstatement carries to the next promotional eligibility list.
- 22.13 If an employee is bypassed in the appointment process, he may request and be granted a meeting with the Fire Chief to discuss the reasons for being bypassed.
- 22.14 Employees promoted to a higher rank within the bargaining unit shall receive an increase of 7½% or the minimum of the new pay grade, whichever is greater. If the 7½% promotional increase places the employee between steps of the new pay grade, the employee shall be placed at the next higher step.
- 22.15 Employees shall be fully compensated as hours worked for attending the Lieutenant and Captain academies. If an employee receives these training opportunities, they will be required to work in the capacities as dictated by management.
- 22.16 Rank is defined as the position obtained by successfully completing a recognized promotional process, placement on a ranked promotional list, and acceptance of said promotion to a rank as defined in this article. No other title or position not identified as a rank may circumvent the promotional process as defined in this article.

22.17 PROBATIONARY STATUS

New hire Fire Rescue employees will be in a probationary status for one (1) year from their date of hire with Fire Rescue, including orientation (Certified Fire Fighters, Paramedics, Communications personnel, Fire Inspectors/Plans Reviewers). Employees hired in the Non-certified process start their probationary status upon certification (Non Certified Firefighters / EMT's, Communications personnel, Fire Inspectors/Plans Reviewers). The new employee's probation may be extended if the employee becomes unable to work full duty for reasons such as military leave, illnesses, or injuries. The new employee's probation will continue upon return to full duty and last until they have completed a total of twelve (12) months of probation. All new employees on probation will be regularly evaluated. All new employees on probation may be separated from employment upon determination of management that they have not successfully completed their probationary period.

Employees promoted to the rank of Firefighter and higher shall serve a promotional probationary period of six (6) months. The promotional probationary period may be extended if the employee becomes unable to work full duty for reasons such as military leave or injuries that are job related. Employees who are on promotional probation may be demoted to their previous rank for performance reasons. Prior to any demotion, the employee will be placed in an additional three (3) month remedial training program and be re-evaluated. Employees on promotional probation will be regularly evaluated.

Paramedics who are promoted to Firefighter and are later demoted to their previous rank for any reason shall be required to meet the requirements of Article 60 based upon their

original date of hire, which means they need to be in the rank of Firefighter based on their original hire date.

- 22.18 No employee within an existing pay grade (rank) shall be surpassed by a newly promoted employee with equal or less longevity if both employees are promoted from the same grade (rank) and held the same previous grades (ranks).

If a newly promoted employee would surpass (be placed in a higher step) an existing employee within the pay grade by virtue of Article 22.14, the existing employee(s) shall be moved to a step equal to that of the newly promoted employee.

- 22.19 Firefighters (Pay Grade 394/390) who are hired after October 8, 2017 shall be promoted to Step 2 of the applicable Step Pay Plan upon successful completion of the Fire Department new-hire orientation program. Employees who have received this promotional increase are not eligible for an annual step increase in the same calendar year in which their promotional increase took effect. This paragraph shall sunset on October 10, 2020, for any employees hired on or after the date of sunset.

Bargaining unit employees who are on the active payroll as of the date of board approval of this Agreement and who were promoted to Firefighter effective October 8, 2017, October 22, 2017, or November 5, 2017, shall retroactively be advanced to Step 2 of the bargaining unit Agreement in place as of the date of their promotion to Firefighter. Retroactive payment of any wages due as a result of this step correction shall be paid to those impacted, provided they are actively employed on the actual date of the payout of the retroactive wages due as a result of this step correction. Retroactivity shall be calculated by multiplying the sum of their Base Wages only (consisting of salary and overtime) by the applicable step increase percentage.

ARTICLE 23
SENIORITY/LONGEVITY

- 23.01 **LONGEVITY:** Longevity, for the purpose of this contract, is defined to be the length of continuous uninterrupted service in a bargaining unit position from the date of hire in the Orange County Fire Rescue Department, including any continuous uninterrupted service as firefighters of the abolished Fire Control Districts.

Longevity continues to accrue during all types of leave.

Exception: When a member is on leave of absence without pay for a period exceeding thirty consecutive days, the total time accumulated over the 30-day period shall not be counted toward longevity accrual. Leave of absence without pay for periods of 30 days, or less, shall not cause an adjustment in longevity accrual. Longevity is used to calculate certain benefits attributable to the member which benefits are based on accrual rates. In the case of layoffs, an employee returned to work to his former position within one year of his layoff shall be considered employed continuously with the Department and his longevity shall be bridged.

- 23.02 **SENIORITY:** Seniority for the purpose of this contract is defined to be the accumulated length of service on a full-time basis in the capacity of a rank or classification, (excluding working out of class) covered by this agreement. It is not necessary that the accumulated service be consecutive, that is without break. Seniority continues to accrue during all types of leave.

If a Fire Rescue Recruit or non-Firefighter Certified Paramedic has met minimum qualifications for the rank of Firefighter (a State of Florida Certificate of Compliance from the Bureau of Fire Standards and a State of Florida EMT or Paramedic certification) upon the start of his OCFRD firefighter orientation, his seniority date will be the date of the start of OCFRD firefighter orientation. If a Fire Rescue Recruit or non-Firefighter certified Paramedic has not met minimum qualification for the rank of Firefighter (a State of Florida Certificate of Compliance from the Bureau of Fire Standards and a State of Florida EMT or Paramedic certification) upon the start of his OCFRD firefighter orientation, his seniority date will be the first full pay period following the date he meets minimum qualifications. This provision shall apply to all OCFRD personnel meeting the above criteria on or after October 1, 2006.

- 23.03 **Exception:** When a member is on leave of absence without pay for a period exceeding thirty consecutive days, the total time accumulated over the 30-day period shall not be counted toward seniority accrual. Leave of absence without pay for periods of 30 days, or less, shall not cause an adjustment in seniority accrual. In the case of layoffs, an employee returned to work to his former position within one year of his layoff shall be considered employed continuously with the Department and his seniority shall be bridged.

When more than one member accumulates the same length of service, seniority in a rank or classification determines the order. In the event seniority is identical, the longevity, as

described in 23.01, shall be used to determine the outcome. In the event seniority or longevity are the same, then the lowest opportunity numbers shall determine the outcome. Opportunity numbers shall be provided annually to the County by the Union and updated in the County's system. Seniority begins on the date of hire, or promotion. It ceases in that rank, or classification, on the date of promotion to a new rank, or classification, and shall be kept in each member's Fire Department personnel record. Seniority, as referred to in this contract, shall be used in the determination of member privileges such as vacation scheduling, eligibility for promotional opportunities, lay off processing, and any other similar procedures referenced in this Article relating to Seniority. Nothing in this provision shall be construed to negatively affect employees acquired through the consolidation of departments.

- 23.04 SEPARATED EMPLOYEES: Employees who are terminated or who voluntarily resign from employment, lose all then-accrued longevity or seniority. Upon rehire, they shall be considered new employees without any seniority or longevity.

ARTICLE 24
PERSONNEL POLICIES: RULES & REGULATIONS

- 24.01 Except as modified by a specific provision of this Agreement, the Orange County Policy Manual, Rules and Regulations, Administrative Regulations, Departmental SOP's; or, any other recognized County or Departmental Policies shall govern the employees covered hereunder. Should the County exercise its discretion to amend or modify any provisions, as stated above, it shall send by certified mail or electronic mail with read receipt, any such amendment or modification to the Union at least thirty (30) days prior to the effective date, except in cases of declared emergencies, and the Union may request impact bargaining. All amendments or modifications shall include underlined and strike through language. The Fire Chief may on a temporary basis (no more than 30 days), implement with Union involvement when possible, an Emergency SOP when operational or administrative actions are warranted.
- 24.02 Amendments, revisions or modifications of rules, regulations, SOPs or policies that conflict with the terms of this Agreement are invalid unless this Agreement is likewise altered as agreed upon by the parties.
- 24.03 The Union agrees that its members shall comply with all rules and regulations. No disciplinary action will be taken for violation of a posted rule or regulation until at least ninety six (96) hours after posting.

ARTICLE 25
DISCIPLINE AND DISCHARGE

25.01 AUTHORIZATION FOR DISCIPLINARY ACTION

Oral warnings and written reprimands may be imposed by immediate supervisors of the affected employee and by all members of higher management for just cause. Suspensions with and without pay, demotions and discharges may be imposed by the Fire Chief, Deputy Chiefs, or their designees for just cause.

25.02 GENERAL STATEMENT

Certain serious offenses will be basis for immediate discharge without regard to prior record, length of service or other considerations. The types of discipline authorized under these policies include discharge, suspension without pay, demotion, written reprimands and oral warnings. Observation/Counseling forms are not considered discipline.

In determining the appropriate disciplinary action, the supervisor will take the following into consideration in each case (this provision does not apply to discipline or discharge for any employee who is found guilty, pleads nolo contendere, or has adjudication withheld as to any felony charge or conviction – such employee may immediately be discharged by management):

- A. The seriousness and circumstances of the particular offense.
- B. The past record of the employee and his length of service.
- C. The lapse of time since the employee last required disciplinary action.
- D. The County practice in similar cases.
- E. The County Corrective Action Guide shall only be used as guidance for determining the level of discipline imposed.

25.03 DISCIPLINARY ACTION RECORDS

All disciplinary action will be recorded in writing, and the record thereof shall be recorded in the official fire department personnel file of affected employee(s) in compliance with applicable records retention guidelines. A copy of all letters of discipline and follow-up letters will be placed in the employee's official fire department personnel file.

Oral Warnings and Written reprimands will not be considered as a basis for further disciplinary action after eighteen (18) months from the date of the discipline. This exclusion does not apply when the offense of the reprimand involves harassment or workplace violence.

25.04 PREDETERMINATION HEARING

Prior to any involuntary termination of employment, demotion or suspension without pay, the affected employee will receive written notice of the proposed action, which shall include a written statement of the reasons for such action and an opportunity to rebut such reasons. The affected employee will thereafter have the right and opportunity to respond in writing to the proposed action and the reasons therefore and to respond orally to such matters before the person having the responsibility for making the decision. Following completion of such procedures, the person responsible for the decision will notify the affected employee in writing of the decision.

25.05 ARREST

An employee who is arrested or indicted may be automatically relieved of duty with pay, or relieved of duty without pay if the arrest or indictment is for a felony pending criminal investigation or prosecution. Normally, within ten (10) working days, a predetermination hearing will occur to afford the employee the opportunity to explain the circumstances surrounding the arrest or indictment and for management to make a determination as to the employee's status. If the employee is relieved of duty with pay, and they and/or their representatives request to delay the predetermination hearing for any reason, the employee shall be placed in a relief of duty without pay status pending the predetermination hearing.

In cases where the predetermination hearing is not held within ten (working) days, if the employee has been automatically relieved of duty without pay, a post relief of duty status hearing will be held within ten (working) days of the arrest or indictment to determine if the no pay status shall continue. If the employee (or his/her representative) is unable to attend the status hearing for any reason, the no pay status shall continue until such hearing is able to be held.

If an employee is convicted of a felony, pleads nolo contendere to a felony, or if adjudication is withheld, management may, in its sole discretion, and without regard to Article 25.02, terminate the employee.

25.06 REFUSAL TO APPEAR OR ANSWER QUESTIONS

Any employee who refuses or fails to appear before any tribunal, legislative committee or other officer, board or body authorized by law or ordinance to conduct any hearing inquiry or who refuses to answer questions relating to or arising out of his employment which may be asked by a person authorized to do so by law, ordinance or by the Fire Chief, County Administrator or Board of County Commissioners, is subject to immediate termination from employment for cause.

25.07 COMMENCEMENT OF INVESTIGATION

No Formal Investigation shall start without the employee and the Union receiving written notification to include the charges that the employee is being investigated for. This written notification shall serve as the official date in regards to 25.08.

When conducted by the Fire Department, Formal Investigations shall commence upon written authorization by the Fire Chief, Deputy Fire Chief or Division Chief/Manager to the investigating officer, the employee, and Union. When conducted by the County's Office of Professional Standard (OPS), Formal Investigations shall commence upon the date OPS notifies the employee and the Union of the investigation.

Formal Investigations for purposes of this Article are defined as inquiries, fact-finding and similar processes during which employees are required to provide written or audio recorded statements at the request of Fire Rescue Management and/or its Investigative Unit and/or the Office of Professional Standards for the purpose of gathering evidence of misconduct.

Formal Investigations for purposes of this Article shall not include initial Safety-Callouts, Workers Compensation Claims, or initial Citizen Contacts conducted by bargaining unit employees/supervisors (A or B-Unit).

25.08 COMPLETION OF INVESTIGATION

Consistent with 25.07, Formal Investigations conducted by the Fire Rescue Department and/or Office of Professional Standards into alleged employee misconduct shall be completed within one hundred (100) calendar days of the date of the commencement of the Formal Investigation (as defined in Section 25.07) except under extenuating or extraordinary circumstances (e.g. referred to Professional Standards other agency involvement, witness unavailability, etc.). If one of the above circumstances arise the Department will send a letter to the Union and the employee notifying of a 60-calendar day extension and identifying the reason why the time limit has been extended. Only one 60-calendar day extension will normally occur. Notwithstanding this, any delays resulting from a request by the union, employee, or union/employee representative or attorney will result in the time limit being automatically extended by an amount of time equal to the delay in addition to any other extensions herein. Thereafter, the investigation shall be closed unless extenuating or extraordinary circumstances exist beyond the control of the Department and such circumstances are provided to the Union and the employee in writing. Formal Investigations not completed within the allotted time shall be limited to a discipline no more severe than written reprimand.

Whenever management meets with an employee concerning discipline, or potential discipline, the employee shall be informed of his right to have a union representative and, upon request of the employee the meeting shall proceed only with the attendance of Union representation.

25.09 THE FIREFIGHTER BILL OF RIGHTS

Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.

- A. The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.
- B. No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.
- C. All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
- D. The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.
- E. Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods of rest and personal necessities.
- F. The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.
- G. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
- H. An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.
- I. No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this part.

- 25.10 The Fire Rescue Department, shall identify, and shall utilize, only properly recognized disciplinary forms and or/documents.
- 25.11 Except as provided in Section 25.05, employees shall be granted a Predetermination Hearing prior to termination, demotion, or suspension without pay, unless the employee has been arrested on a felony charge and is placed in jail and cannot be present at a normally-scheduled Predetermination Hearing or there is a medical separation under Article 34. In such cases no Predetermination Hearing is required.

ARTICLE 26
UNIFORMS AND EQUIPMENT

- 26.01 All uniforms (with exception of those items listed in 26.08), safety equipment, and insignia that employees are required to wear in performance of their work shall be furnished by the County to employees without cost. It shall be the obligation of the employees to maintain such items in good and presentable condition and to notify the County in advance of a need for replacement of any such item.
- 26.02 The County will furnish one pair of the required uniform shoes per unit employee on an as needed basis, not to exceed one pair per fiscal year. The employee may purchase higher cost uniform shoes by contributing the incremental amount at their own personal expense. The County shall establish and may from time-to-time unilaterally change the procedure and arrangements for furnishing such shoes. The Union and employees agree to abide by such procedures and arrangements established by the County.
- 26.03 Employees may wear one union pin no larger than one inch in size on dress uniforms. No other pin, mark, or sticker shall be worn on uniforms, protective clothing and associated equipment, unless approved in writing by the Fire Chief. No insignia other than insignia prescribed by the Orange County Fire Rescue Department shall be worn with any required uniform unless approved in writing by the Fire Chief.
- 26.04 With their required uniforms, employees shall furnish and wear socks or stockings. Socks may not be visible unless complementary to the pant color. Employees who for documented medical reasons must wear special footwear may do so with written approval of Management. Employees shall also furnish a black belt.
- 26.05 The County agrees to provide, at no cost to the employee, all safety equipment and protective clothing required to meet all regulations pertaining to the Fire Service that are enforced by the Florida Fire Marshal's Office.
- 26.06 The County will maintain sufficient sets of protective clothing in reserve to be utilized by employees when their clothing is in the process of being replaced, repaired, or decontaminated. Employees will not be required to drop off or pickup protective clothing while off duty.
- 26.07 The Department provides a harness for all portable radios used in the field units. An employee who loses or damages a portable radio, due to neglect or improper care, shall reimburse the County for the cost of the radio, or up to \$250.00, whichever is less. Payment may be made over a period of three (3) months.
- 26.08 Employees who choose to purchase any of the following department approved items (Station T-Shirts, Fund-raising T-Shirts, Job Shirts, and Beanie Hats) may do so at their own expense. These items may be worn on duty in accordance with department policy or with approval from the Fire Chief.
- 26.09 The parties agree that this Article may be amended by a Memorandum of Agreement.

ARTICLE 27
REPLACEMENT OF PERSONAL PROPERTY

The County agrees to reimburse the full cost of prescription eye glasses and contact lenses not to exceed two hundred dollars (\$200.00) and up to one hundred dollars (\$100.00) for wrist watches damaged in the performance of duty, provided adequate proof of such damage, the circumstances of the event and some reasonable evidence of the value of the damaged items are presented to the Fire Rescue Department's Safety Officer for processing and verification of loss. The employee must submit the original paid receipt for the new replacement item in order to be reimbursed.

ARTICLE 28
EMPLOYEE TRANSFER/FLOATING

28.01 POLICY

It is necessary for operational purposes to transfer employees on a permanent and temporary basis between assigned locations. Such transfers shall be considered work assignments, and shall be in seniority order (unless otherwise set forth below) as long as the employee meets the operational needs and requirements of the position (this includes, but is not limited to, rank, Technical Rescue Certification, EMS Certifications, Hazardous Materials training, and relief driver). In addition, an employee seeking a transfer must have a satisfactory annual performance review and must not have had a disciplinary action above a written reprimand during the previous twelve months.

28.02 A. NORMAL TRANSFER REQUESTS

1. Unless otherwise noted below, employees may submit any number of requests only for specific stations and shifts during the months of January and July of each year. Employees may not request for specific units with the exception of staffed tankers, truck companies, or Special Operations units. Vacancies shall be filled by the requester having the highest seniority, provided operational needs are met.
2. Requests that are made during the month of January shall remain in effect from February 1st through July 31st or until the employee is transferred. Requests that are made during the month of July shall remain in effect from August 1st through January 31 of the following year or until the employee is transferred.
3. Newly hired employees having less than thirty-six (36) months of continuous service, may submit a transfer request in accordance with the provisions of this article provided, however, that the Division Chief or designee may elect not to grant the transfer request and may implement a transfer as he deems necessary.
4. The employee may remove his request by providing written notice provided the request to be removed is received prior to the start of the selection process. Management will notify the Union and all bargaining unit members five business days before the start of the selection process. In addition, Management will allow two Union representatives to attend the actual transfer selection process and review Management's transfer decisions before they are posted or announced to employees. For purposes of this Section, the "start of the selection process" means 12:00 a.m. on the selected date.
5. If an employee has multiple requests, management may transfer the employee to any of the requested positions. Employees may receive only

one requested transfer during a transfer cycle, unless specified in Article 28.10 subsection 1.

6. Following approval of any requested transfer, any additional request submitted by the transferred employee will be purged for the remainder of the submission cycle.

B. SPECIAL BID REQUEST

1. If for any reason the County opens a new station or places an additional staffed unit in service, the Fire/ Rescue Department will announce a special bid process. The special bid process will only be applicable for the new station or additional unit(s).
2. All qualified employees will be allowed to submit their names for the new assignment. The County will make a good faith effort to give all employees a minimum of thirty (30) days after notice of an announced opening is received at each station to bid for the new assignment(s).

C. UNIT RELOCATION

1. The relocation of an existing unit from one station to another will not be considered as the opening of a new unit.
2. Employees assigned to a relocated unit shall have the first option of transferring with the unit. Employees who opt not to remain with the unit will be assigned as determined by management for operational needs.
3. If a vacancy occurs by the reassignment of a unit, that vacancy will be filled by the bid process as defined in 28.02B.

D. UNIT RECLASSIFICATION

1. The reclassification of an existing unit from one type to another (e.g. Engine to a Truck, or Truck to an Engine) will not be considered as the opening of a new unit or taking an existing unit out of service for transfer purposes.
2. Employees assigned to a reclassified unit shall have the first option of staying with the unit if they meet all qualifications (e.g. Truck or Squad) at the time the unit is placed in service. The County will be responsible for identifying the qualifications required (if any). Employees who do not meet the qualifications or do not opt to remain with the reclassified unit may, at management's discretion, be relocated through personnel displacement as outlined in 28.08.

3. If a vacancy occurs by the reclassification of a unit, the vacancy on the reclassified unit will be filled by the special bid process as defined by 28.02 B.

E. FILLING OPEN POSITION

Requests and special bid process shall be filled by the following procedures:

1. The requester on the transfer list or the special bidder having the highest seniority shall fill the vacancy, provided operational needs are met, unless otherwise set forth below.
2. When no request to fill an open position has been made on the transfer list, management will fill the open position from the appropriate promotional list if applicable. If there are no employees on an appropriate promotional list or no employees with a normal transfer request, management will fill the vacancy through a mandatory transfer. Prior to implementing a mandatory transfer, management will post the opening for nine (9) days and will transfer the most senior qualified respondent. If no responses are received, management will fill the open position by mandatory transferring the least senior employee who meets all requirements and operational needs of the open position. When an employee with greater than 36 months of continuous service is subjected to a mandatory transfer to fill an open position, the employee who is subjected to the mandatory transfer will be given the opportunity for a mutual consent transfer in accordance with 28.03.
3. Positions held by Lieutenants or Engineers assigned to a shift (and not assigned to a station and unit), when vacated, do not constitute an opening for purposes of this Article.
4. An employee may not submit a request for the station and shift to which they are already assigned except for employees assigned to staffed tankers, truck companies, and Special Operations units, or employees working, stations housing the staffed tankers, truck companies, and Special Operations units.
5. An employee may not submit a special bid or 9 day transfer request for the same position in which they are being transferred from (e.g. an employee is mandatory transferred from E63/A under a mandatory transfer, resulting in the announcement of a 9 day transfer process for E63/A. That employee may not special bid back to E63/A as a part of the same process).

28.03 MUTUAL CONSENT TRANSFERS

Mutual consent transfers shall be allowed for individual station assignments, provided operational needs are met in the transfer, and as approved by the Division Chief, or his designee in accordance with Sections 28.01 and 28.02.

Individuals that receive a mutual consent transfer with someone who then submits notice to retire or resign, must serve in that capacity for at least six (6) months prior to the employee's separation of employment.

No mutual consent transfer will be processed for any employee who has submitted notice of intent to terminate employment.

Employees on a promotional list shall be granted a mutual consent transfer, unless their promotion date is made public by personnel order or other notification.

If an employee is subjected to a mandatory transfer, the employee will be given the opportunity to do a mutual consent transfer. In this circumstance, neither employee will have to forfeit pre-approved scheduled vacation time.

28.04 TEMPORARY HARDSHIP TRANSFER

A temporary hardship transfer may be allowed for individual station assignments and approved within 10 business days on a case-by-case basis by the Division Chief or his designee, provided all pertinent information including the beginning and ending dates of the assignment is received by management and operational needs are met. Upon termination of the hardship, the employee shall return to their previous assignment. Temporary hardship transfers shall not extend beyond six (6) months.

28.05 FLOATING TEMPORARY ASSIGNMENTS

For the purpose of floating assignments, the least senior, on-duty employee who meets vacancy requirements and who is with any station that exceeds minimum staffing (other than temporary assignments related to training requirements or to fill certification requirements as outlines in 28.05 G & H) within a battalion, shall be reassigned, provided, however, the employee has successfully completed the six-month probationary assessment. The following exceptions to this section shall apply (see also Section 28.10):

- A. Employees may volunteer to float. Selection shall be made based on seniority in the rank needed. The most senior individuals in the rank affected who are in the capacity of a floater shall have the first choice of floating assignments.
- B. A paramedic student, provisional paramedic, probationary or paramedic assigned for remedial training to a Firefighter/paramedic II (preceptor) shall not be eligible for a floating assignment. The preceptor conducting the training shall also be excluded from a floating assignment. The employee assigned to a preceptor may be subject to a floating assignment, consistent with the other provisions of this section, when the assigned preceptor is off-duty. The

preceptor conducting the training may also be subject to a floating assignment, consistent with the other provisions of this section, when the assigned paramedic student, provisional paramedic, probationary or paramedic assigned for remedial training is off-duty, or when the preceptor has no assigned paramedic student, provisional paramedic, probationary or paramedic assigned for remedial training. The preceptor may request that both the preceptor and the assigned paramedic student, provisional paramedic, probationary or paramedic assigned for remedial training be floated to another station or unit to experience different call volumes, response areas, or for other reasons that are beneficial in the judgement of the preceptor. Such requests will be evaluated by management on a case by case basis.

- C. In the event an employee has been assigned to a specific station or unit to be evaluated due to a performance problem, that person shall be exempt from a floating assignment until the employee is released from the evaluation process.
- D. The least senior employee may not be eligible for a floating assignment if the employee is assigned by the Fire Rescue Department to a formal activity, such as a training class or other activity, if the operational needs of the Department cannot be met in the transfer.
- E. Any individual working a floating assignment who has been temporarily reassigned (floated) to fill a temporary vacancy will not assume seniority rights over permanently assigned personnel at that station, so long as operational needs are met.
- F. No persons assigned to the front seat of a special operations unit can displace or be displaced by another person of the same rank in the station in regards to floating regardless of seniority.
- G. Notwithstanding the foregoing, employees may be floated for up to the entire shift to meet the operational need of participating in training activities.
- H. Employees holding specialized certifications such as truck company, special operations squad, paramedic, rescue diver, rescue climber, and other Department-recognized certifications may be floated for up to the entire shift to fulfill operational need for that certification or to participate in training related to that certification.

28.06 TRANSPORTATION

As operational needs permit, if an employee does not have personal transportation for reassignment, the Battalion Chief may provide transportation to and from the new work location if prior notification of work assignment is not given. Personnel are off duty, after being properly relieved, at the end of their shift and will not be paid for time spent waiting for return transportation.

28.07 TRANSFER RESTRICTIONS

Transfers, permanent, temporary and floating, shall not be used as a means of discipline. Management shall, however, have the right to transfer in cases of harassment or EEO investigations, personnel conflicts, or other remedial measures. In these cases, every attempt should be made to place the displaced personnel to a station with an opening. The least senior qualified personnel on the shift and rank affected shall fill the displaced position.

28.08 PERSONNEL DISPLACEMENT

In the event that a unit(s) is permanently taken out of service, or staffing of a unit is changed, resulting in the displacement of assigned personnel, the following procedure will take place. (for the purpose of this Article, a unit moved from one station assignment to another or the change in the classification of an existing unit shall not constitute a unit taken out of service):

- A. The displaced individuals shall be placed on a list in the order of their seniority as defined in Article 23. A separate list shall be made for each shift. For the purpose of this Article, this list will be referred to as the Displaced List.
- B. A second list will be made and shall include the names of those individuals assigned specific stations and shifts (not including "floating" personnel who are not assigned to a specific station) with the least seniority. A separate list shall be made for each shift. For the purpose of this Article, this list shall be referred to as the Least Senior List, and shall only include enough names to allow each person on the Displaced List one chance to displace a person on the Least Senior List based on seniority.
- C. The individual with the highest seniority on the displaced list will have the opportunity to assume the position of any individual of equal rank, qualifications and lesser seniority on the least senior list on the same shift, provided operational needs are met (i.e., a non-paramedic cannot assume the position of a paramedic on an ALS unit). The individual with the next highest seniority on the displaced list will have the next pick. This procedure will continue until all individuals on the displaced list have the opportunity to displace someone on the least senior list.
- D. In the event any unit that was taken out of service is placed back in service or where staffing displacements are otherwise reversed within a one-year period, employees displaced shall have the option of being reassigned to their original assignments.
- E. Lieutenants, and Engineers displaced from positions on units may be assigned to a shift as a floating Engineer or Lieutenant. Firefighters may be assigned to a station for operational needs.

- F. Any employee on the least-senior list who is not bumped out of their station is subject to being bumped by another person on the least-senior list who was bumped and who has more seniority.

28.09 VACANCIES

Vacancies shall be defined as openings under minimum staffing.

28.10 TRANSFER EXCEPTIONS

The following exceptions shall apply to Transfers and Floating Assignments:

1. Transfer Limitations

An individual employee shall only receive one voluntary transfer (Normal Transfer Request, response to a 9 Day Announcement Mutual Consent Transfer) and one mandatory transfer per transfer cycle. Personnel displacement and Special Bid Transfers are exempt from this limitation.

- 2. All newly hired probationary employees may be initially assigned to a station and shift for operational needs as per current practice (at least six (6) months).

3. Special Operations Squads

At the sole discretion of the Division Chief or designee, qualified employees may be assigned to Special Operations (Squad) from a list of qualified employees who have submitted a written request for assignment to said units.

4. Truck Companies and Tankers

Qualified employees may submit a request for assignment in accordance with 28.02 to a truck company or a staffed tanker. The most senior qualified employee who has submitted a transfer request to said unit shall be transferred.

5. Special Operations Stations

The most qualified senior employee who has submitted a transfer request to a station that houses a Squad or Truck shall be transferred.

6. Equal Seniority Floating

For purposes of this Article, employees with less than three years of service shall be considered as having equal seniority for floating purposes. The Division Chief or his designee shall make all reasonable efforts to ensure that such assignments are equally distributed amongst this group of employees.

28.11 EXTRA (FLOATING) ENGINEERS AND LIEUTENANTS

- A. Floating Engineers and Lieutenants are assigned to a shift, not a particular Unit, Battalion or Station. Floating Engineers and Lieutenants may be temporarily assigned on a daily basis to meet operational needs as determined by management.
- B. Each floating Engineer and Lieutenant will be assigned by Management to an oversight Battalion Chief for the purposes of supervisory oversight. Each floating Engineer and Lieutenant will also be permitted to select a station within the area of their oversight Battalion Chief for the purposes of uniform and gear storage. These administrative assignments are not considered station assignments as defined in 28.02 1. A.
- C. The Operations Division will maintain a "floating Engineer/Lieutenant" email address. Floating Engineers and Lieutenants may request transfers between administrative assignments at any time through an email to the floating Engineer/Lieutenant email address. Floating Engineers and Lieutenants may cancel their requests through the same process at any time.
- D. In cases where two Floating Engineers or Lieutenants have requested the same assignment, Seniority/Longevity will be used to determine the transfer.
- E. Prior to assigning newly-promoted Engineers or Lieutenants to floating positions, management will process floating Engineer or Lieutenant transfer requests.
- F. Floating Engineers and Lieutenants may mutually exchange assignments with other Floating Engineers and Lieutenants within the same rank through a Mutual Consent Transfer as approved by management. Engineers and Lieutenants holding a permanent station/shift or unit assignment may enact a Mutual Consent transfer with a floating Engineer or Lieutenant within the same rank as approved by management.
- G. Floating Engineers and Lieutenants have full transfer rights to eligible positions (specific stations/shifts or special operations units) as outlined in Article 28.
- H. Transfers from one floating Engineer or Lieutenant position to another floating Engineer or Lieutenant position will not be counted against the transfer limitations outlined in 28.10 subsection 1. Mutual Consent Transfers between floating Engineers and Engineers with permanent assignments or floating Lieutenants and Lieutenants with permanent assignments will count against transfer limitations.

28.12 Unit employees who are moved from 56 hours to a 40-hour assignment will have their base hourly rate converted to a 40-hr base hourly rate in accordance with existing practice.

28.13 Unit employees who are moved from 56 hours to a 40-hour assignment at the discretion of management (excluding light duty or discipline-related assignments), will be paid extra compensation consisting of 7-1/2% adjustment to their base hourly rate of pay for all hours worked in a 40-hour capacity, including accrued paid leave hours, union time pool, and holiday pay. The extra compensation will not be applied to hours related to light duty, discipline-related assignments, hours spent while participating in non-mandatory training or any other time not specifically named in this Article. Employees who are moved from 56 to a 40-hour assignment and assigned to ride out of class shall receive extra compensation (7-1/2%) *or* Working Out of Class pay, whichever is greater. Maximum Benefit: At no time will a 40-hour employee receive both extra compensation (7-1/2%) and Working Out of Class.

ARTICLE 29
JURY/WITNESS SERVICE

- 29.01 Employees required to be available for jury selection or service shall be granted the necessary time off with pay from scheduled duty upon presentation to the superior officer of satisfactory evidence relating to such duty.
- A. When an employee is required to report for the start of jury duty on a day following his regular shift, he may be relieved with pay ten (10) hours prior to the end of the shift for 56 hour employees and twelve (12) hours prior to the end of the shift for dispatch employees.
 - B. An employee serving on such duty shall report to his assigned work location upon being completely released from jury duty if at least four (4) hours of his work day or shift are still in effect for a 40 hour employee and 12 hours for a 56 hour employee.
- 29.02 An employee who is subpoenaed as a prospective juror or as a witness shall be granted leave with pay. Any employee serving in the capacity of a witness (subpoena) for the County shall be compensated for a minimum of four hours, or for actual time the court is in session and the employee is waiting to give testimony. Travel time or time the court is not in session shall not be a basis for compensation. Any fees paid by the court shall be remitted to the County.
- 29.03 In no case shall administrative leave with pay, or overtime pay as defined in this agreement or Orange County Policy Manual, be granted for court attendance when an employee is the defendant or is engaged in personal litigation, unless such actions are a result of any act performed as a part of his official duties as an employee of the County.

ARTICLE 30
MILITARY DUTY

The County shall grant commissioned reserve officers or reserve enlisted personnel in the United States military, naval service, or National Guard, engaged in ordered training, a paid leave pursuant to Florida Statute, Section 115.07. The County will allow an employee who is normally assigned to work 24-hour shifts up to a total of 15 shifts leave of absence.

ARTICLE 31 INSURANCE

- 31.01 The County will make available health and welfare insurance programs on a group basis to unit employees to the same degree that such insurance is provided to other County employees. The County reserves the right to terminate the group insurance program or any part thereof at any time with prior notice to the Union.
- 31.02 The health insurance program will be optional to all eligible employees who will pay a proportionate share, as determined from time-to-time by the County, of each bi weekly or other premium through deductions from payroll. The County reserves the right to reduce or enlarge the benefits payable under any coverages, to alter or cease any coverages, to raise or lower any "out of pocket" amounts and to raise or lower any deductibles.
- 31.03 The County reserves the right to make any changes in the cost of any of the insurance or its contribution level.
- 31.04 It is agreed that, in the event of a premium increase or other increase in the cost to the County of providing any of the insurance, such increase will be paid by the employees in the same proportion to the County's contribution in which such affected employees presently pay for such coverage, or in any other proportion as determined by the County under this Article. Such increases shall be deducted from wages and shall be administered in the manner presently in effect.
- 31.05 The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and of increased amounts to be paid by employees under the Article.
- 31.06 No employee may be a member of more than one County approved medical plan at a time. The County shall pay a portion of the plan. Such portion is to be discretionary with the County and subject to change at the County's discretion. The Union agrees that any insurance plan offered herein may make any change or alteration in cost, coverage, benefits, amounts thereof or any other characteristics, all such changes being beyond the County's control.
- 31.07 Participating employees may make changes to their insurance elections if they experience a family status change as outlined in the Wellness for Life Plan. The employee has 30 days from the day the family status change occurs to notify the Benefits Section of the change.
- 31.08 The County agrees that certain employees, or surviving dependents of deceased or injured employees, may continue their group medical insurance coverage under the following conditions:
- A. Upon the in line of duty death of an employee, the surviving dependents shall receive medical coverage at no cost until such time as the surviving spouse remarries, a child reaches age 26 or, if covered on the TRICARE Supplement

Plan is unmarried and reaches age 21 (age 23 if a full-time student); a child of a covered dependent child (grandchild) reaches the age of 18 months; a disabled child marries or is no longer dependent on the surviving spouse for support. Additionally, the surviving dependents may continue vision and dental coverage premium free providing certain conditions are satisfied, in accordance with the County's insurance policy.

Upon the non in line of duty death of an employee, group medical coverage for surviving dependents may be continued for one (1) year from the date of the employee's death.

As per County policy, in regards to employee deaths, annual base compensation rate will include total compensation.

The surviving dependents may have the right to continue medical, dental and vision coverage beyond the premium free period or when their dependency status changes under the Consolidated Omnibus Budget Reconciliation Act of 1986 COBRA. Under COBRA, the surviving dependent would be responsible for payment of premiums plus a 2% administrative cost.

- B. Employees who retire may continue their group medical insurance coverage. The retiree will pay the full premium. To assist in this cost, the County will provide a monthly subsidy to retired employees who have retired from service under the Board of County Commissioners and are receiving Florida Retirement System benefits. The monthly subsidy will begin after the Human Resources benefits department has received proof that the employee has health insurance. Subsidy payments are not retroactive. The subsidy will provide \$3.00 per month for every year of service to a maximum of 30 years; up to the cost of the employee premium, whichever is lower.

For those employees forced to retire by the County due to an illness or injury from which a workers' compensation award has been issued, the subsidy will provide \$5.00 per month for every year of service to a maximum of 30 years, up to the cost of the employee premium, whichever is lower. The minimum subsidy shall be \$75 per month. Employees will be eligible for only one of the subsidy rates stated above.

- C. Employees who are disabled because of an illness, not related to County employment, may continue their group insurance coverage while covered by approved Family and Medical Leave. The employee's portion of insurance premium will continue to be deducted while leave time is available. If the employee exhausts all leave balances while covered by approved Family and Medical Leave, the employee may pay his portion of insurance premium directly to payroll to continue the coverage.

If an employee is on leave without pay beyond Family and Medical Leave or other personal reasons not related to County employment, the employee will be offered COBRA to continue group medical insurance.

D. Employees who are disabled because of illness or catastrophic in line of duty injury may continue their group insurance coverage. Coverage for the injured employee, injured employee's spouse and for each dependent child of the injured employee shall be in accordance with Florida Statute 112.191.

31.09 Any employee or retiree who wishes to continue the insurance coverage as provided in paragraph 31.08 must contact the Human Resources Division to apply for the continued coverage and to make the necessary arrangements for the payment of the required premiums. Such contact with the Human Resources Division must be in writing within thirty (30) calendar days following the date of death, retirement or placement on leave of absence without pay.

31.10 All of the benefits granted in paragraph 31.08 and all of the agreements made pursuant to paragraph 31.08 by the County are expressly conditioned upon, subject to and limited by all rights granted to and reserved by the County in this Article.

31.11 The Union shall have a representative on the Employee Benefits Committee, which is charged with the responsibility of developing the recommendations for benefits to be presented to the Board of County Commissioners for approval.

31.12 In the event of the death of an eligible bargaining unit employee, the County shall deduct \$25 from the net pay of each bargaining unit employee who has provided the County a written authorization for the deduction. This deduction shall occur in the first full pay period after the County is notified by official letter from the Union advising of an eligible bargaining unit employee's death. An eligible bargaining unit employee is defined as an employee who has an official written authorization for the deduction on file with the County. The County shall remit the monies collected to the Union and the Union shall bear sole responsibility and liability for forwarding the monies to the deceased bargaining unit employee's designated beneficiary and/or estate, as appropriate.

Upon implementation of this contract and thereafter upon initial hire, all bargaining unit employees will be provided a one-time opportunity to provide their written authorization for the \$25 deduction. The authorization may be revoked by providing written notice to the County & Union. No other opportunities to provide written authorization will be provided. The County may at its sole discretion substitute the written authorization with an electronic acknowledgement.

ARTICLE 32
OUTSIDE EMPLOYMENT

32.01 County employment must be considered an employee's primary employment. An employee choosing to maintain outside employment (working for an employer other than the County, engaging in or self-employment or rendering services for interest) or seeking to serve as a volunteer in any fire, EMS, or safety-related capacity must submit to the following:

- A. Written notification (company or entity name and job title only) shall be forwarded to the County before commencing outside employment and before any change in outside employment occurs. Verification of outside employment will be provided to the Division Chief on an annual basis, including representation that such employment does not violate Section 32.02. The County will be responsible for determining whether the specific employment represents a conflict of interest to Orange County or violates the restrictions in Section 32.02, and such determination shall be final. The notification shall be done by ID number only.
- B. Notification of outside employment must be provided upon request of the Fire Rescue Department or the County's workers' compensation carrier whenever an employee files a Notice of Injury claim with Orange County.

32.02 Outside employment shall not:

- A. Interfere with the performance of County duties or conflict with County interests.
- B. Be in violation of Orange County Personnel Policy.
- C. Occur during a period in which the employee is receiving paid sick leave or other leave (including workers' compensation leave) from Orange County.
- D. Be covered by the County's workers' compensation benefits if an employee is injured, disabled, or becomes ill as a result of outside employment.
- E. Utilize County time, equipment, facilities, vehicles or other County property.
- F. Be with another Fire or Rescue Department or provider or involve any fire-related work, including any volunteer work in these capacities (except in declared emergencies). This provision will not apply to any employees who, as of October 1, 2002, currently have approval for work in any fire-related capacity or who are employed through the Safer Grant Program. Those employees who had approval as of October 1, 2002, must submit a new notification to management and obtain approval pursuant to section 32.01A if there is any change in their job status.
- G. Take place within 8 hours before the employee's regularly scheduled work-shift with the County.

ARTICLE 33
LAYOFF/REDUCTION IN CLASSIFICATION

- 33.01 LAYOFF OR REDUCTION IN CLASSIFICATION: When a member is reduced to the next lower job classification, seniority in the next lower job classification shall be computed by including previously accumulated service in the lower position to which he has been returned, plus time served in the higher position from which he is being reduced.
- 33.02 LAYOFFS: If a layoff becomes necessary, the Fire Rescue Department shall notify the Union of the number of positions to be eliminated in each affected rank and the following procedure shall be used.
- A. Employees shall be laid off based on seniority as defined in the Seniority/Longevity article of this collective bargaining agreement; this results in the employee(s) with the least seniority being laid off or bumped first. Forty (40) hour employees will have the right of lateral transfer (bumping rights) so long as one (1.) and two (2.) under 33.02, B., are met.
 - B. Any employee who would have been laid off or bumped shall be entitled to bump an employee in another rank in the Fire Rescue Department. To exercise the bumping rights, the employee must meet the following:
 - 1. Has more seniority than the employee to be bumped, and;
 - 2. Has previously held a position in the lower rank, and holds a current certification, and meets the qualifications required of that assignment.
 - 3. Employees who do not meet existing criteria for the position but previously held that position may be granted a time waiver to achieve these requirements. Waivers will be granted on a case by case basis at the discretion of management.
 - C. A bumped employee can exercise the same bumping privilege (B. 1. and B. 2.) into a lower rank in the Department.
 - D. A Dispatcher Supervisor may bump to an Assistant Dispatcher Supervisor position.
- 33.03 A copy of any Notice of Layoff shall be mailed to the employee's last known address. During any period in which there are laid off or demoted personnel, any hiring or promotions within the bargaining unit shall be accomplished using the affected personnel in the inverse order of layoff or demotion.

Two weeks' notice shall be given to any employee if a layoff takes place. The employee must exercise the bumping privilege within 30 calendar days of receipt of the layoff notice.

- 33.04 A laid off employee shall be recalled to duty by telephone and certified mail at least ten days prior to the date he is required to report. A copy of any such written notice shall be mailed to the employee's last known address.
- 33.05 Employees that promote outside the bargaining unit shall have the ability to exercise the bump back privilege as defined under 33.02 b.
- 33.06 Position held shall mean the employee performed the duties of the rank in question for at least one full pay period or, while serving in a higher rank, had taken and passed a promotional exam for the rank in question, been offered the rank in question in the normal promotional selection process, and turned the promotion down to remain in the higher-ranked position.

ARTICLE 34
MODIFIED TEMPORARY DUTY AND MEDICAL SEPARATION

- 34.01 An employee who misses work as a result of a work related injury that is compensable under the Workers' Compensation Law, Chapter 440, Florida Statutes (or subsequently amended), shall receive his normal salary for the time actually missed up to a maximum of seven (7) calendar days, beginning with the date of injury.
- 34.02 If the employee is unable to resume work at the end of seven (7) calendar days, Workers' Compensation will begin on the eighth (8th) day in accordance with the Workers' Compensation Law now in effect (or with statutory provisions if subsequently amended).
- 34.03 Employees injured as a result of a work related accident or illness resulting in a Workers' Compensation claim or off-duty illness, injury or any other medical condition which creates an inability for the employee to perform his normal work duties, may be placed in a modified temporary duty assignment subject to the following conditions:
- A. Assignments will only be available for employees who have incurred on the job injuries or illnesses first, followed by off-duty injuries or illnesses.
 - B. All policy guidelines for Workers' Compensation must be followed. (See WORKERS' COMPENSATION CLAIMS in the Personnel Policies and Procedures Manual).
 - C. Employees must be certified by the County designated physician as eligible for a modified temporary assignment.
 - D. All assignments must have prior concurrence of the appropriate Division Manager and the Fire Rescue Department Safety and Wellness Bureau
- 34.04 All assignments will be subject to availability as determined by management and will be made subject to certification of the employee's eligibility by the County designated physician or personal physician in the case of off-duty injury or illness.
- 34.05 Placement on any modified temporary duty assignment will be made first within the Division where the employee worked when the injury occurred and second, within that department. Each Department and Division will develop, assign and monitor their own modified temporary duty assignments according to operational needs. Any changes in modified temporary duty assignments will be coordinated with the Fire Rescue Department Safety and Wellness Bureau.
- 34.06 Work hours for all modified temporary assignments will be at the discretion and based on operational needs of the Division providing the assignment.
- 34.07 Consideration will be given to the employee's condition and requirements for access to follow up treatment.

- 34.08 If released for modified temporary duty by the County designated physician, the employee must report for an assignment when the division or department makes the assignment available.
- 34.09 The County will contact the employee by telephone when possible, and additionally, employees will be contacted by certified return receipt mail for the purpose of verification.
- 34.10 Following an on the job injury, all employees will follow the guidelines for Workers' Compensation claims as outlined in the Orange County Personnel Policy manual. The County designated physician will certify eligibility for an assignment and will act as primary case manager. The County designated physician will recertify eligibility on a regular basis in coordination with the Risk Management Division.
- 34.11 Modified temporary assignments will be reviewed after 90 calendar days from the date of assignment to modified temporary duty, and may be extended in Management's sole discretion. Modified temporary assignments shall not exceed six months without review. Once an employee reaches 90 days but not later than six months on a temporary assignment or has been unable to work in his permanently assigned position for a total of six months, the employee, a member from fire rescue risk management, and the Deputy Chief or his designee will meet. The purpose of the meeting will be to determine if the employee can produce any medical evidence that he may return to full duty within 30 days. Management will have the sole discretion to extend the temporary assignment or defer the medical separation process if the employee provides medical evidence that he will be able to return to his regular duty assignment. If, in the sole discretion of management, the employee fails to produce medical evidence that he can return to full duty, management has the right to medically separate the employee. Management will not be required to use the PDH process to effect a medical separation. An employee who is released by the County designated physician as medically capable of performing all assigned duties of the position held when injured will be returned to this position immediately, subject to any necessary training or updates required by management.
- 34.12 An employee will be entitled to a second medical opinion at the employee's expense. If the medical opinions differ, then the final return to work determination will be made by the County designated physician.
- 34.13 The County will comply with the Americans with Disabilities Act for all eligible medically separated employees. In addition, the County may offer other assistance to a medically separated employee as it deems necessary or appropriate. Upon meeting Maximum Medical Improvement (MMI) the employee, unable to return to the job, will be placed in the Americans with Disability Act process and if no alternate position within the county can meet the employee's necessary reasonable accommodations, the employee may be terminated without a Predetermination Hearing.
- 34.14 Employees placed in a modified temporary duty assignment will retain the full rate of pay received at the time of injury and will be paid by the Division in which they worked when injured.

34.15 Employees will have no change in classification during assignment to a modified temporary duty position. All benefits will continue and no break in service or loss of classification will occur.

ARTICLE 35
BEREAVEMENT LEAVE

- 35.01 In the event of a death in the bargaining unit member's immediate family, those working a twenty four (24) hour shift shall be granted two (2) shifts off not charged to any leave balance.
- 35.02 In the event of a death in the bargaining unit member's immediate family, those working a forty (40) hour work week shall be granted four (4) scheduled workdays or 40 hours off, whichever is greater, not charged to any leave balance.
- 35.03 Should a bargaining unit member require additional time other than provided in the above, the bargaining unit member may request additional shift(s) with pay charged to sick leave or vacation leave subject to the approval of the Fire Chief or his designee.
- 35.04 Employees may be required to provide reasonable documentation to establish relationship as defined in 35.05 and documentation of the death: such as, marriage certificate, birth certificate, funeral service program, obituary, or death certificate. Any request for such documentation will be made after the employee returns from leave. The requested documentation must be submitted within 15 calendar days after the request is made.

IMMEDIATE FAMILY

- 35.05 Immediate family shall be defined for this contract as spouse, mother, father, son, daughter, grandson, granddaughter, sister, brother, legal guardian, mother in law, father in law, daughter in law, son in law, stepparents, stepchildren and grandparents.

ARTICLE 36
HOLIDAYS

- 36.01 Employees in the bargaining unit who work a forty (40) hour week shall observe and receive pay at straight time for eight (8) or ten (10) hours for the following holidays, in conjunction with the regularly scheduled daily hours for the holiday.
- 36.02 Employees in the bargaining unit who work a fifty-six (56) hour work week shall receive holiday pay in addition to the applicable rate of pay for the following holidays worked, in addition to the applicable rate of pay, employees shall receive an additional .5 times the base hourly rate plus incentives. For the purpose of this article, the holiday period will be defined as a twenty-four (24) hour cycle starting at midnight and ending at midnight. Employees will be compensated for actual hours worked.
- A. New Year's Day
 - B. Martin Luther King, Jr. Day
 - C. Independence Day
 - D. Labor Day
 - E. Thanksgiving Day
 - F. Day after Thanksgiving Day
 - G. Christmas Eve Day
 - H. Christmas Day
 - I. Memorial Day
 - J. For 40-hour employees, one (1) additional floating holiday each calendar year, to be used at the discretion of the employee upon working 6 consecutive months in the 40-hour position. For 56-hour employees, Veterans Day will be utilized for the purpose of holiday pay.

ARTICLE 37 SICK LEAVE

All bargaining unit members shall be granted sick leave.

37.01 Accrual of Sick Leave

- A. Sick leave shall be accumulated by all eligible forty (40) hour work week employees at the rate of .0462 hours for each hour worked in the regularly scheduled work week. This leave, which equals one regular work day per month, will be credited at the end of each pay period. The limit on the number of hours of sick leave benefits accumulated by such an employee shall be 2080.
- B. Sick leave for fifty-six (56) hour week employees shall be accumulated by all eligible employees at the rate of .0784 hours for each hour worked in the regularly scheduled twenty-four (24) hour shift, provided that the calculation shall be made on the accumulation of sick leave and shall be applied on the basis of the first 106 hours in each pay period. This leave, which equals nine (9) twenty-four (24) hour shifts per year, will be credited at the end of each pay period. The limit on the number of hours of sick leave benefits accumulated by such an employee shall be 2920 hours.
- C. Fifty-six (56) hour employees who are assigned to a forty (40) hour work week due to a workers compensation related injury shall have their leave converted to a 40-hour equivalent and shall accrue at the 40-hour rate; however, the fifty-six (56) hour maximum accrual limit shall continue to apply while in a forty (40) hour capacity. Upon return to a fifty-six (56) hour capacity, such employees shall have their leave converted to a 56-hour equivalent and shall accrue at the 56-hour rate; however any accrued hours over the fifty-six (56) hour maximum accrual limit shall be forfeited.

37.02 Use of Sick Leave Benefits

Sick leave is not a right which an employee may use at his discretion, but rather a negotiated benefit for use in case of personal sickness, disability or legal quarantine because of exposure to contagious disease. Up to two scheduled work days per fiscal year may be used for the illness and care of immediate family members. Fraudulent use of sick leave may result in discipline, up to and including termination. Sick leave hours do not constitute hours worked under the Fair Labor Standards Act.

37.03 Medical Justification

The immediate supervisor is responsible for determining to his satisfaction that an employee is not capable of performing his job duties. The supervisor may require an employee to present medical evidence from a licensed physician, physician's assistant or nurse practitioner that he is, or was, physically or mentally unfit to work.

If it is determined that the employee is physically or mentally unfit to continue working, the supervisor may require the employee to use any part of his accrued sick leave or vacation leave. The supervisor may thereafter require the employee to take such leave without pay as is medically determined sufficient to restore him to normal health.

37.04 NOTIFICATION OF UNSCHEDULED ABSENCE

Employees who are unable to report for duty because of illness or any other reason shall call the on duty Battalion Chief or their immediate supervisor one hour prior to start of duty or notify Telestaff in accordance with department policy. Failure to do so shall be basis for discipline.

37.05 CONVERSION OF SICK LEAVE

Conversion of sick leave for employees going from a forty (40) hour work week to fifty-six (56) hour work week and the reverse of this is accomplished by multiplying the hours of accrued sick leave by the appropriate factor.

Conversion Factor, 40 to 56 Hour: 1.400

Conversion Factor, 56 to 40 Hour: 0.7143

37.06 LEAVE BANK

Both parties agree that employees covered under this contract are eligible for the Leave Bank program as referenced and in accordance with Orange County policy and procedures.

**ARTICLE 38
VACATION LEAVE/PERSONAL LEAVE**

Vacation leave for permanent employees shall be earned and accrued in accordance with the following:

38.01 ACCRUAL RATES (40 Hour Employees)

Years Continuous Service	Accrual Rate Per Hour	Vacation Equivalent In Regular Work Days
Under 5 years	.0462	12
Over 5 years	.0539	14
Over 6 years	.0577	15
Over 7 years	.0616	16
Over 8 years	.0654	17
Over 9 years	.0693	18
Over 10 years	.0731	19
Over 15 years	.0808	21

38.02 ACCRUAL RATE (56 Hour Employees)

Years Continuous Service	Accrual Rate Per Hour	24-hour Shifts
Under 1 year	.0697	8
1 through 5 years	.1045	12
Over 5 through 10 years	.1132	13
Over 10 through 15 years	.1306	15
Over 15 years	.1480	17

The calculation for 56-hour personnel shall be made and the accrual of vacation leave shall take place on the basis of the first 106 hours in each pay period.

38.03 During each fiscal year, each 40-hour and 56-hour employee employed as of October 1 of that fiscal year, with less than fifteen years of service will be entitled to five Personal Days. Employees who have 15 years of service as of October 1 of each fiscal year will receive six Personal Days. These days will be awarded on the first full pay period of each fiscal year. The use of Personal Days shall be in full day increments. Personal Days will be converted to the 40 or 56 hour daily equivalent dependent upon the employee's schedule.

- A. Personal leave may be carried over from year to year, but, effective March 31, 2004, shall not exceed a total of 18 days. Any additional personal days that would otherwise be accrued shall not accrue and shall be forfeited.
- B. Upon separation from employment, employees shall not be entitled to any payment for unused personal days.

38.04 CONVERSION OF VACATION LEAVE TIME

Conversion of vacation time for employees going from a forty (40) hour work week to fifty-six (56) hour work week and the reverse of this is accomplished by multiplying the hours of accrued vacation leave by the appropriate factor.

Conversion Factor, 40 to 56 Hour: 1.400

Conversion Factor, 56 to 40 Hour: 0.7143

38.05 MAXIMUM ACCRUAL AND FORFEITURE

The maximum amount of vacation leave any employee may accrue and have to his credit at any time is the amount which can be accrued in two years at the applicable rate under the foregoing tables. Any additional vacation leave which would otherwise be accrued shall not accrue and shall be forfeited.

Fifty-six (56) hour employees who are assigned to a forty (40) hour work week due to a workers compensation related injury shall have their leave converted to a 40-hour equivalent and shall accrue at the 40-hour rate; however, the fifty-six (56) hour maximum accrual limit shall continue to apply while in a forty (40) hour capacity. Upon return to a fifty-six (56) hour capacity, such employees shall have their leave converted to a 56-hour equivalent and shall accrue at the 56-hour rate; however any accrued hours over the fifty-six (56) hour maximum accrual limit shall be forfeited.

38.06 USE OF VACATION LEAVE

Fire Rescue Department management shall make every effort to require earned vacation leave to be used on a current yearly basis in order to provide all employees with vacation. Earned vacation leave shall be used only with prior authorization from management and shall not be authorized or used prior to the time it is earned. Pay advances shall not be provided for vacation purposes.

ARTICLE 39
COMPENSATION UPON SEPARATION OF EMPLOYMENT

39.01 Compensation representing an employee's unused and earned vacation time, earned but unpaid overtime pay, and earned but unpaid holiday pay, and any appropriate accrued but unused sick leave time as described in 39.02 shall be added to the last check of an employee whose employment is severed for any reason at the employee's last regular hourly rate of compensation.

39.02 An employee who separates from County employment with ten (10) continuous years of regular service shall be paid unused but accrued sick leave, subject to the following limitations:

- A. Payment at separation for twenty-five percent (25%) of earned sick leave for forty (40) hour employees shall not exceed five hundred twenty (520) hours.
- B. Payment at separation for twenty-five percent (25%) of earned sick leave for fifty-six (56) hour employees shall not exceed seven hundred thirty (730) hours.

All payments made under this provision shall be made at the employee's rate of pay as of the effective date of separation.

39.03 DEFERRED RETIREMENT OPTION PROGRAM (DROP)

- A. Employees who choose to enter the DROP plan may sell back up to a maximum of 500 hours of accrued vacation leave hours before entering the program.
- B. If the employee chooses to sell back accrued vacation leave hours before entering the DROP plan, the maximum accrual shall remain at two years.
- C. Upon final retirement, the employee shall be eligible to sell back two years' worth of accrued and unused vacation leave minus the amount sold back before entering the DROP.

39.04 An employee may elect to deposit the difference of his compensation upon separation funds into his deferred compensation up to maximum allowed by law, provided that this election creates no additional costs or expense for the County.

ARTICLE 40
WAGES/INCENTIVE PAY

40.01 Subject to the provisions of paragraph 40.03 below, the County will pay salaries in accordance with the pay plan/grades attached to this Agreement. Wages/Incentive Pay for Dispatchers, Assistant Dispatcher Supervisors, Dispatcher Supervisors and Paramedics, and any increases thereto, will be paid according to their respective Articles (53 & 58).

40.02 PERFORMANCE REVIEW DATES

Employee performance reviews shall be completed between August 1 and September 15 of each fiscal year.

40.03 WAGE INCREASE

A. Fiscal Year 2018-19

Effective October 7, 2018, all eligible bargaining unit employees employed under this Agreement as of the first full pay period after the date of Board approval of this Agreement who have not previously received a Fiscal Year 2018-19 wage increase, shall receive a minimum of a 5% wage increase by being slotted in the Fiscal Year 2018-19 Step Pay Plans provided in the Appendix at their current step in the Fiscal Year 2017-18 Step Pay Plans, and then advancing one step. Employees at the maximum of the pay range, and unable to move the one step, will receive the remainder of the 5% increase as a one-time lump sum payment not added to their base wages.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. The retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 7, 2018 and continuing to be in the bargaining unit, on active payroll in this bargaining unit (the A unit) upon implementation. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2018-19 base wages only (consisting of salary and overtime), while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2018-19 through the last full pay period in 2018-19 by the appropriate percentage as outlined.

B. Fiscal Year 2019-20

Effective October 6, 2019, all eligible bargaining unit employees employed under this Agreement as of the first full pay period after the date of Board approval of this Agreement who have not previously received a Fiscal Year 2019-20 wage increase, shall receive a minimum of a 5% wage increase by being slotted in the Fiscal Year 2019-20 Step Pay Plans provided in the Appendix at their current step in the Fiscal Year 2018-19 Step Pay Plans, and then advancing one step.

Employees at the maximum of the pay range, and unable to move the one step, will receive the remainder of the 5% increase as a one-time lump sum payment not added to their base wages.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. The retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 6, 2019 and continuing to be in the bargaining unit, on active payroll in this bargaining unit (the A unit) upon implementation. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2019-20 base wages only (consisting of salary and overtime), while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2019-20 through the last full pay period in 2019-20 by the appropriate percentage as outlined.

C. Fiscal Year 2020-21

Effective October 4, 2020, all eligible bargaining unit employees employed under this Agreement shall receive a minimum of a 4% wage increase by being slotted in the adjusted Fiscal Year 20-21 Step Pay Plans provided in the Appendix at their current step in the Fiscal Year 2019-20 Step Pay Plans. The Step Pay Plans, as provided in the Appendix, have been adjusted by a minimum of 4%. There will be no step movement for Fiscal Year 2020-21.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. The retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 4, 2020 and continuing to be in the bargaining unit, on active payroll in this bargaining unit (the A unit) upon implementation. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2020-21 base wages only (consisting of salary and overtime), while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2020-21 through the last full pay period in 2020-21 prior to implementation by the appropriate percentage as outlined.

D. Future Increases beyond Fiscal Year 2020-21

Any future increases to employee base pay or incentives beyond Fiscal Year 2020-21 shall be negotiated.

E. Employees who have received a promotional increase in accordance with Article 22.19 are not eligible for an annual step increase in the same calendar year in which their promotional increase took effect.

ARTICLE 40A - Incentive Pays

40.04 Longevity

Longevity pay is in addition to the base hourly pay rate and is not included in the step plan implemented in this Agreement. Effective Fiscal Year 20/21 (October 4, 2020), the Longevity Pay rate table has been adjusted. Implementation of the adjusted table shall occur the first full pay period after the employee reaches his/her next Completed Years of Service milestone in Fiscal Year 20/21. Thereafter, employees will be entitled to longevity pay the first full pay period after the employee completes the requisite continuous years of service as provided for in the table labeled "Completed Years of Service" Occurring in Fiscal Year 20/21. Until then, the Completed Years of Service table Occurring Prior to Fiscal Year 20/21 shall remain in effect. Layoffs or authorized leaves of absence without pay shall not constitute a break in service; however, any time lost in these occurrences shall not be counted as time worked for calculating years of service unless the employee returns to work in their former position within one year of layoff and longevity shall be bridged. The additional longevity pay shall be paid in accordance with the applicable longevity pay rate table:

Completed Years of Service Occurring Prior to Fiscal Year 20/21:

Completed Years of Service	56 Hour Employee Hourly Rate	40 Hour Employee Hourly Rate
5 years	0.15	0.21
10 years	0.30 (total)	0.42 (total)
15 years	0.60 (total)	0.84 (total)
20 years	0.90 (total)	1.26 (total)
25 years or more	\$1.20 (total)	\$1.68 (total)

Completed Years of Service Beginning in Fiscal Year 20/21:

Completed Years of Service	56 Hr Rate	40 Hr Rate
0		
1		
2		
3		
4		

5	\$0.25 (total)	\$0.35 (total)
6	\$0.30 (total)	\$0.42 (total)
7	\$0.35 (total)	\$0.49 (total)
8	\$0.40 (total)	\$0.56 (total)
9	\$0.45 (total)	\$0.63 (total)
10	\$0.50 (total)	\$0.70 (total)
11	\$0.55 (total)	\$0.77 (total)
12	\$0.60 (total)	\$0.84 (total)
13	\$0.65 (total)	\$0.91 (total)
14	\$0.70 (total)	\$0.98 (total)
15	\$0.75 (total)	\$1.05 (total)
16	\$0.80 (total)	\$1.12 (total)
17	\$0.85 (total)	\$1.19 (total)
18	\$0.90 (total)	\$1.26 (total)
19	\$0.95 (total)	\$1.33 (total)
20	\$1.00 (total)	\$1.40 (total)
21	\$1.05 (total)	\$1.47 (total)
22	\$1.10 (total)	\$1.54 (total)
23	\$1.15 (total)	\$1.61 (total)
24	\$1.20 (total)	\$1.68 (total)
25 and up	\$1.25 (total)	\$1.75 (total)

40.05 56-hour and 40-hour employees who are qualified and licensed as paramedics under all State and local requirements including Orange County Fire Rescue requirements shall receive paramedics incentive compensation (as illustrated below) for each hour or portion thereof worked including any hours of paid sick leave, paid vacation, paid military leave, or any paid hours used during any pay period for the term of this contract.

Bargaining unit employees on the active payroll as of the beginning of the first full pay period following Board approval of this agreement who are eligible for the retroactivity payment of the paramedic incentive will be retroactively paid the difference between the paramedic incentive previously paid during FY 18-19 and FY 19-20 and the new paramedic incentive rate as reflected in the following paramedic incentive pay rate table:

Paramedic Incentive Pay				
	56 Hour Employee		40 Hour Employee	
	Hourly	Annually	Hourly	Annually
Paramedic Effective 9/24/17	\$2.74	\$8,008.80	\$3.85	\$8,008.00
Paramedic Preceptor – Training (*Effective upon Board Approval) (Only when assigned with student(s))	\$1.50		\$2.10	
Paramedic Preceptor – Designated	\$0.25		\$0.35	

*Effective date defined as the first full pay period after the date of Board approval of this Agreement.

40.06 Should it become necessary to appoint additional Preceptors for operational requirements, the Fire Rescue Department will determine the number of additional personnel needed. Preceptors will be compensated as illustrated by table in section 40.05.

To be certified as Preceptor personnel must meet the following requirements:

- A. Pass the written test as determined by the testing agency.
- B. Must have served as paramedic for the Orange County Fire Rescue Department for three (3) continuous years.
- C. All Preceptors must complete all training and courses that may be required by the department.
- D. Must precept paramedics or EMT's as required by the Fire Department. Firefighters/ Preceptors will be assigned to designated Rescue's, as determined by the Department, and will have the primary responsibility of precepting EMT and paramedic students. Employees holding the rank of Engineer and Lieutenant, holding a Preceptor rating, will have the primary responsibility of instruction of EMS related classes offered by the Department. However, if operational needs dictate, the Department reserves the right to determine work assignments for Preceptors, including assigning Firefighter Preceptors to instruct EMS classes, and Lieutenant and Engineer Preceptors to precept students.

- E. Must provide in-service instruction and training as deemed necessary by the Fire Rescue Department. Failure to meet established standards will result in loss of preceptor pay.

Fire/ Rescue will determine number and assignment of Preceptors.

Preceptors will only receive Preceptor training pay when assigned with student(s).

Preceptor training pay (paid for hours performing duties of a Preceptor) is in addition to the Preceptor designated pay which shall be paid for all hours of paid time.

- 40.07 No incentive compensation under this Article or otherwise shall be paid or received by any paramedic employees who for any reason related to work performance or otherwise ceases to perform paramedic duties or functions.

40.08 INSPECTOR/PLANS EXAMINER CERTIFICATION PAY

Inspector Pay applies to all Fire Inspector classifications covered under the IAFF contract and permanently assigned to the Office of the Fire Marshal (OFM).

Certification programs eligible for certification pay for Fire Inspectors:

- National Fire Protection Association Certified Fire Plan Examiner
- State of Florida Fire Safety Inspector II (Only applicable to those in the Fire Inspector I Job Code)
- Fire and Life Safety Educator I (Only available for members receiving the certification pay as of March 26, 2017)
- NFPA Certified Fire Protection Specialist (CFPS)
- State of Florida Certified Fire and Life Safety Educator
- International Code Council Commercial Fire Alarm Inspector
- International Code Council Commercial Fire Sprinkler Inspector
- International Code Council Residential Fire Sprinkler Inspector/Plans Examiner

Certification programs eligible for certification pay for Fire Plans Examiner:

- National Fire Protection Association Certified Fire Plan Examiner
- State of Florida Fire Safety Inspector II (Only applicable to those in the Fire Plans Examiner I Job Code)
- NFPA Certified Fire Protection Specialist (CFPS)
- State of Florida Certified Fire and Life Safety Educator
- International Code Council Commercial Fire Alarm Plans Examiner I
- International Code Council Commercial Fire Sprinkler Plans Examiner
- International Code Council Residential Fire Sprinkler Inspector/Plans Examiner

For those eligible employees possessing up to three (3) of the above listed certifications, within their pay classification, an incentive of \$0.30 per certification for each hour or portion thereof worked including any hours of paid sick leave, paid vacation, paid military leave, or any paid hours used during any pay period for the term of this contract shall be paid with the total incentive limited to \$ 0.90.

NFPA certifications must be through the NFPA and contain certification dates. Loss of or failure to recertify any of the certifications shall result in loss of that incentive amount.

The employee is responsible for the costs associated with obtaining certifications and all recertification costs associated with Article 40.08. However, for eligible expenses, the employee may avail themselves of the educational assistance reimbursement process in Article 21 or the County's Training and Development program as outlined in the Orange County Policy Manual and Operational Regulations.

40.09 INSPECTOR/PLANS EXAMINER TRAINING

- A. Employees in the classifications of Fire Inspector I, II and III, and Fire Plan Examiner I, II, and III who are assigned by the Fire Marshal or his designee to train Office of the Fire Marshal employees shall be paid an additional \$1.00 per hour for all hours they are actually performing training duties.

40.10 ASSIGNMENT/QUALIFICATION PAY

- A. Squad Technician Qualification Pay

Employees who are qualified to perform the duties of Special Operation Squad, Technicians, shall receive special pay in recognition for special training. The incentive compensation will be in accordance with Article 40.10 J.

- B. Truck Technician Qualification Pay

Employees who are qualified to perform the duties of Special Operations Truck Technicians, shall receive special pay in recognition for special training. The incentive compensation will be in accordance with Article 40.10 J

C. Special Unit Assignment Pay

Employees who are designated by the Fire Chief to serve on OPS-13, designated rescue diver unit, or Truck/Quint Units, will receive special pay in recognition for special training and assignment to the units. The incentive compensation will be in accordance with Article 40.10 J for every hour or portion thereof worked on the unit. No incentive compensation under this section shall be paid to or received by an employee who for any reason related to work performance or otherwise ceases to perform duties relative to Special Operation or functions.

D. Plans Review Assignment Pay

Fire Plans Examiners will receive the plans review assignment pay in accordance with Article 40.10 J for all hours. Fire Inspectors will receive the plans review assignment pay in accordance with Article 40.10 J only for hours assigned plans review activities.

E. Rescue Climber Qualification Pay

Employees who are qualified to perform the duties of Rescue Climber, shall receive special pay in recognition for special training. The incentive compensation will be in accordance with Article 40.10 J.

F. Rescue/Medic Unit Assignment Pay

Those certified personnel who on a daily basis are assigned to a Rescue/Medic unit (maximum of two) will receive special pay. The incentive compensation will be in accordance with Article 40.10 J for each hour or portion thereof worked on the unit.

G. OPS 13 Qualification Pay

Employees who are qualified to perform the duties of OPS-13 Driver, shall receive special pay in recognition for their qualifications. The incentive compensation will be in accordance with Article 40.10 J.

H. Rescue Diver Qualification Pay

Employees who are qualified to perform the duties of Rescue Diver, shall receive special pay in recognition for special training. The incentive compensation will be in accordance with Article 40.10.J.

I. The County, in its sole discretion, shall determine the total number of positions eligible for qualification pay and the units eligible for assignment pay. All qualified

members shall be paid the appropriate assignment pay for actual hours worked on a unit designated as eligible for such pay by the County.

J. Pay Amounts

Employees, if qualified, shall be eligible to receive all of the following unit assignment and qualification pays.

Rescue Diver Qualification Pay, shall be paid retroactively to those employees qualified as of October 6, 2019 (the effective date), and beginning on the first full pay period following the date the qualification was attained to those who were not Rescue Diver qualified as of October 6, 2019.

Unit Assignment and Qualification Pay		
	56 Hourly Rate	40 Hourly Rate
Squad Technician Qualification Pay	\$1.50	\$2.11
Truck Technician Qualification Pay	\$0.50	\$0.70
Special Unit Assignment Pay	\$0.50	\$0.70
Plans Review Assignment Pay	N/A	\$0.75
Rescue Climber Qualification Pay	\$0.25	\$0.35
Rescue/Medic Unit Assignment Pay	\$0.50	\$0.50
OPS 13 Qualification Pay	\$0.50	\$0.70
Rescue Diver Qualification Pay Effective 10/6/19	\$0.50	\$0.70

40.11 The incentive pay for Paramedic, Longevity, Unit Qualification Pay and Preceptor-Designated set forth in this Article, will be paid for each hour or portion thereof worked including any hours of paid sick leave, paid vacation, paid military leave, or any paid hours used during any pay period for the term of this contract. Assignment Pays shall only be paid on actual hours worked in the assignment, and not on hours of paid sick leave, paid vacation, paid military leave, union time pool time, hours worked outside of the assignment, or any paid hours used during any pay period for the term of this contract.

40.12 In the sole discretion of the Fire Chief, and in accordance with the FLSA, the Department may establish a weighted average rate of pay for certified personnel temporarily or otherwise assigned to 40-hour/non-shift work at Fire Headquarters or other locations, when such personnel are assigned to field duties on a temporary or as needed basis (for training purposes or otherwise). These rates will be posted by the Fire Chief or his designee prior to assigning an individual to field work.

ARTICLE 41
WORK DAY, WORK WEEK, and WORK PERIOD

41.01 WORK DAY AND WORK WEEK FOR 40 HOUR EMPLOYEES

- A. Eight (8) hours shall constitute a normal work day and forty (40) hours shall constitute a normal work week. When agreed upon by both the employee and management, a ten (10) hour work day may become the normal work day. This will require the employee to work four (4) ten hour days. A scheduled day off, during the week, shall be agreed upon by the employee and management. Flextime may be offered equitably by management and accepted at the discretion of the employee.
- B. All employees are required to be present at and on their assigned jobs for the total hours in the work day and work week unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded, charged and paid (with applicable leave usage), in addition to all hours worked.
- C. To ensure equal distribution between battalions, 40-hour employees who choose to work overtime in the field in a 56-hour position will be placed in a single battalion based on seniority.

41.02 WORK SHIFT AND WORK PERIOD FOR 56 HOUR EMPLOYEES

- A. Twenty four (24) hours shall constitute a normal shift. The work period contemplated in Section 7(k) of the Fair Labor Standards Act will be fourteen (14) consecutive days.
- B. All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded, charged and paid (with applicable leave usage), in addition to all hours worked.

41.03 PAY PERIOD

The pay period shall be fourteen (14) consecutive days, beginning at 7:30 p.m. every other Saturday.

41.04 EXTRA DUTY ASSIGNMENTS

Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning.

41.05 OVERTIME AND OVERTIME COMPENSATION

- A. Except as provided in this Article, overtime hours and overtime compensation shall be defined and implemented as prescribed by the Fair Labor Standards Act

and the United States Department of Labor regulations existing from time to time there under insofar as applicable. The County will treat unit employees regularly assigned to a forty (40) hour week under Section 7(a) of the Fair Labor Standards Act ("FLSA") and all other unit employees under Section 7(k) of the FLSA.

- B. For purposes of FLSA overtime, only actual hours worked will be compensable. Holidays, bereavement leave, annual or authorized leave, personal days, sick leave, jury duty, and other non-assigned or non-working hours shall not constitute hours worked for FLSA overtime purposes. Employees who take scheduled bereavement leave during a pay period when overtime hours are worked by that employee shall be paid overtime compensation for actual hours worked in accordance with this Article. Mandatory holdover time shall be compensated at time and a half.
- C. All hours worked by employees, and all straight time compensation and overtime compensation (except as otherwise indicated by certain provisions of this Article) will be recorded, calculated and paid on the basis of actual hours worked in a pay period, and in work weeks or work periods, as the case may be. However, if an employee has pre-scheduled vacation time (vacation leave) during a pay period in which he is required to work a mandatory shift, then the employee shall be entitled to additional half time for the mandatory hours worked. This exception applies only for the employee who is required to work the additional mandatory hours. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act and the above referenced regulations.
- D. Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of management in accordance with department policy and/or SOP's.
 - 1. Anytime the hiring of overtime is found by management to be necessary, this hiring of overtime shall be done on a rank for rank basis. The only exception will be when extras exist county wide in the rank below the opening, an extra from that rank may be moved up to ride out of class. This shall be done by hiring a lieutenant to fill a lieutenant's position, an engineer to fill an engineer's position, etc., using the selection policy approved by the Fire Chief, unless management determines that a business necessity exists.
 - 2. Anytime an overtime position cannot be filled by a member of that rank, the members of the next lower rank shall be offered the overtime in accordance with the overtime selection policy approved by the Fire Chief unless management determines that a business necessity exists.

When overtime cannot be filled by a member of the vacant rank, if there are multiple openings on a single unit, the highest position on that unit will be filled first.

3. Any time an individual is sent home prior to the end of his scheduled overtime shift; the Department will utilize the policy of last hired/first sent home as long as operational needs are met. This procedure will be applied on a Battalion by Battalion basis.
- E. The term fiscal year as used in this Article shall mean the first two week pay period beginning on or after October 1 in each year for the duration of this Agreement.
 - F. Upon the effective date of the Agreement, bargaining unit employee who have a compensatory time balance as of that date are eligible to continue to earn and use compensatory time. All other bargaining unit employees shall not be eligible to earn compensatory time.

ARTICLE 42
WORK IN CERTAIN HIGHER CLASSIFICATIONS

42.01 Management has the right to assign any employee to work in a higher classification.

These rates apply only if the individual works at least four (4) consecutive hours in the higher classification.

The higher classifications to which this Article applies are:

- A. Engineer on units designated as engines, truck companies, tankers, rescue/medic, or other service units, with assigned Engineers;
- B. Lieutenant on units designated as engines, truck companies, rescue/medic, or other service units with assigned Lieutenants;
- C. Captains;
- D. Battalion Chief;
- E. Any other position deemed appropriate by the Department.

42.02 For the purpose of working out of class in the position of Lieutenant, a Firefighter must be on the current eligibility list, have successfully completed a training class in Acting Lieutenant, and have been qualified by a sitting Lieutenant. All engineers promoted after October 1, 1999, will be required to successfully complete the Acting Lieutenant training and have been qualified by a sitting Lieutenant. Engineers must have been promoted for one year before working out of class as a Lieutenant. Eligible Engineers and Firefighters on the lieutenant's promotional list are exempt from this exception.

42.03 For employees assigned to work in a higher classification, the below rates apply.

Working as	Amount Per Shift
Engineer	\$50.00
Lieutenant	\$60.00
Captain	\$70.00
Battalion Chief Assistant Fire Marshal	\$80.00

The employees must work a minimum of four (4) consecutive hours in the higher classification to earn this pay.

At no time will an employee be compensated for working in higher classification as defined in Article 42.03 and compensated for working a temporary duty assignment as defined in Article 28.11 at the same time. An employee can only be compensated for one or the other, if applicable to their work time.

- 42.04 In the event any employee works in a higher classification for a period of 60 consecutive calendar days, that employee may request replacement in that capacity.

**ARTICLE 43
CALL BACK/STANDBY**

43.01 Call back pay is special pay which is provided to compensate an employee who is hired to return to work on an unscheduled basis after the employee has completed a regularly assigned shift and left the Fire Rescue property to which the employee is assigned. Eligibility for call back is as follows:

- A. Call back pay shall be paid with a minimum guarantee of four (4) hours' pay. Only actual hours worked shall count for the purpose of overtime calculations.
- B. Any employee who is on duty and is instructed and assigned to remain on duty is not eligible for the four (4) hours minimum call back pay.
- C. Any employee required to return to work four (4) or fewer hours prior to his regularly scheduled starting time is not eligible for the four (4) hours' minimum call back pay.
- D. An employee who is called back and reports for duty under this Article shall be released from duty when the employee's services are no longer required.

If an employee is required to work from home or off-site the Department may request adequate documentation or proof of hours worked at home or off-site.

43.02 A standby duty assignment may be requested by a supervisor who needs an employee to be immediately available for work because of the likelihood of an urgent situation arising on the employee's off-duty time. This may include nights, weekends, or holidays.

Employees who are assigned to standby duty will receive two (2) hours of straight time pay on regular work days and on regular scheduled days off. This compensation is not considered as hours worked for the purpose of overtime pay eligibility.

When called to work, employees on standby duty are paid the overtime rate for actual hours worked.

In lieu of paid compensation, employees who are eligible under Article 41.05 (F) may request compensation time in accordance with the Work day, Work week article of this agreement.

ARTICLE 44
SPECIAL EVENTS ACTIVITIES/ CODE ENFORCEMENT ACTIVITIES
FIRE WATCH/AFTER HOUR INSPECTIONS/PLAN REVIEW ACTIVITIES

- 44.01 It is agreed that all events requiring fire suppression fire watch, or EMS services, where the Fire Rescue Department charges a fee, excluding donations, shall be provided by properly certified bargaining unit members. Members of the Reserve Organization may be used where donations are received, as deemed appropriate by management.
- 44.02 Selection of personnel to work special event/code enforcement activities shall be accomplished by using those employees who have submitted their names, in writing, to be placed on a Special Events Activities overtime list. Those personnel eligible and approved can sign up on TeleStaff and will be selected in accordance with TeleStaff criteria. In the event no one on the list agrees to work, the Department overtime procedures shall be followed.
- 44.03 Overtime is a guarantee of four (4) hours at the overtime rate. Overtime begins at the time requested by the vendor and ends at the time requested by the vendor. In cases where the special event/code enforcement standby ends before the required four (4) hours the individual will be paid the overtime rate for the minimum four (4) hour requirement.
- 44.04 Code enforcement activities and Fire Watch shall be defined as a service to clients who temporarily introduce an unusual hazard into a public building or facility. The selection for code enforcement and Fire Watch activities shall be done in accordance with the S. O. P. for code enforcement standby. Payment for such activity shall be in accordance with 44.03.
- 44.05 After hour inspections and Plan Review Activities shall first be offered to qualified bargaining unit employees who are assigned to the Office of the Fire Marshal (OFM), who have submitted their names, in TeleStaff or other staffing program, for overtime. The selection for these activities shall be done in accordance with the S.O.P. for Code Enforcement. Payment for such activity shall be in accordance with section 44.03.

ARTICLE 45
JOB RELATED PHYSICIAN VISIT

Employees suffering an injury or illness due to a job related activity and instructed by a superior to receive medical attention shall be paid at their regular rate of pay for the time the resulting medical treatment and examination requires him to be away from his assigned shift. The County shall ensure that such employees have appropriate transportation to and from the place of treatment, provided the employee is in an on duty status. The benefit hereby granted is limited to that provided by workers' compensation.

ARTICLE 46
MEDICAL EXAMINATION

46.01 As part of the Fire Rescue Department Respiratory Protection Program, annual medical examinations will be provided to all Special Risk certified personnel. Examinations will be paid for by the Department, will be scheduled during off-duty time, and will be compensated at the normal hourly rate. Forty-hour employees will schedule their medical examination during working hours.

In odd number years, personnel will have at a minimum the items listed in 46.03, provided that the cost does not exceed the cost of items located in 46.02. In even number years, personnel will have at a minimum the items listed in section 46.02.

46.02 Conducted on even number years:

- A. Medical History
- B. Height and Weight record
- C. Vision Screening
- D. Blood Pressure and Pulse
- E. Audiometric Testing
- F. Pulmonary Functions Test
- G. 12 Lead EKG
- H. Chest X Ray (Every other year unless requested)
- I. Blood Tests - Glucose, BUN (Urea Nitrogen), Creatinine/Serum, BUN/Creatinine Ratio, Uric Acid/Serum, Calcium/Serum, Phosphorus/Serum, Cholesterol, Triglycerides, Total Bilirubin, LDH, Alkaline Phosphatase, SGOT, SGPT, Protein/Total Serum, Albumin, Globulin, A/G Ratio, Sodium, Potassium, Chloride, CO₂, Anion Gap
- J. Stress EKG will be provided every two years to personnel over the age of 40. NOTE: If requested by the examining physician a Stress EKG will be performed regardless of age if significant deficiencies are found in A, D, F, G, and K listed above.
- K. Physician Exam
- L. TB Test
- M. HIV test upon request
- N. Breast exam
- O. Prostate and PSA exams

46.03 Conducted on odd number years will be the following:

- A. Ultrasound Scans (echocardiogram heart, carotid artery, aortic aneurysm, liver, pancreas, gall bladder, kidneys, spleen, abdominal organs, ovaries/uterus, testicular/prostate, bladder, and thyroid)
- B. Cardio Pulmonary (Cardiac treadmill stress test, electrocardiogram, pulmonary lung capacity);

- C. Fitness Analysis -NFPA 1583 Standards (body composition, 8-level fitness analysis, diet & nutrition, personal exercise prescription);
 - D. Laboratory Analysis (comprehensive metabolic panel, complete blood count, lipid panel with glucose, thyroid function, prostate specific antigen, urinalysis);
 - E. Comprehensive Medical Exam and Consultation (physical exam NFPA 1582 standards, hearing conservation and vision exam, consultation of results with a wellness plan).
- 46.04 The primary purpose of this program is to identify and inform personnel of any possible health risks. Employees will be notified within thirty (30) days of any abnormal finding requiring medical follow up. All follow up medical appointments will be made during off duty time.
- 46.05 Upon request, employees may obtain a copy of their blood test results from the medical facility.
- 46.06 Squad and Rescue Diver physicals shall include a medical surveillance exam.

ARTICLE 47
ANTI SMOKING POLICY

- 47.01 All firefighters hired on or after October 1, 1989, shall be non-tobacco users at the time of hire as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, cigars, pipes, or use of any type tobacco products of any kind at all times, whether on or off duty. Any firefighter hired on or after October 1, 1989, who violates this provision will be subject to disciplinary action, up to and including discharge.
- 47.02 The parties further agree to cooperate to encourage firefighters hired before October 1, 1989, to stop using tobacco products. The County shall provide at the Bargaining Unit member's option a nicotine cessation program, when available through the County's health insurance programs. It is understood that participation in such programs is to be done on the member's personal time and is, therefore, not compensable.
- 47.03 All firefighters hired before October 1, 1989, shall be permitted to use tobacco products in the engine room and outdoors only. No use of tobacco products of any kind shall be permitted in any other locations, including but not limited to: the Station house and Department vehicles and apparatus. Any firefighter who violates this provision will be subject to disciplinary action, up to and including discharge.
- 47.04 Bargaining unit employees may be subject to tobacco testing.

**ARTICLE 48 – DISPATCH
WORK DAY, WORK WEEK, WORK PERIOD, PAY PERIOD
EXTRA DUTY, AND OVERTIME HOURS
OF WORK; WORK DAY AND WORK WEEK**

48.01 For 12-hour employees, twelve (12) hours constitutes a normal work day and a minimum of forty two (42) hours constitutes an average work week. The normal 12-hour day shift shall start at 6:30 a.m. and end at 6:30 p.m. The normal 12-hour night shift shall start at 6:30 p. m. and end at 6:30 a.m.

Shifts may be 8, 10, or 12 hours, and begin at times necessary to handle peak calls or dispatcher needs, as determined by management.

Employees desiring to work an 8 or 10 hour shift may do so with management approval provided operational needs are met. Additionally, management has the right to schedule newly hired employees to eight (8), ten (10) or twelve (12) hour shifts.

The County specifically reserves the right to staff the dispatch area as it deems necessary to serve the needs of the department, and it will maintain minimum staffing to provide safe operation of the dispatch area. Changes to minimum staffing will be reviewed with a union officer and the steward, who works in the dispatch area, in the labor-management committee process before the changes can be implemented. No County division may operate on less than a forty (40) hour work week unless specifically approved by the County Administrator or designee. An exception exists under County policy which allows for special holidays and other activities within the work week.

48.02 The seven (7) calendar day work week starts on Sunday at 6:30 a.m. and ends at 6:30 a.m. the following Sunday, except for those individuals who work a non-twelve-hour shift. Those individuals' work week will be the same as other county employees.

48.03 All full time employees are required to be present and working in their assigned jobs for the total hours in the work week unless absence from duty is authorized by the appropriate authority in accordance with these personnel policies. All absences must be properly recorded and charged to an employee's applicable leave balance. If there is no leave balance the absence will be considered time off without pay.

48.04 Two Dispatch Supervisors may be assigned to a forty (40) hour work schedule. When agreed upon by the employee and management, an eight (8) or a ten (10) hour work day may become the normal work day. A ten (10) hour work day will require the employee to work four (4) ten-hour days. The scheduled days off shall be agreed upon by the employee and management.

48.05 Nothing herein shall constitute a guaranteed minimum number of working hours per week.

OVERTIME & OVERTIME COMPENSATION

- 48.06 The employment and work programs shall be scheduled to reduce or eliminate overtime work.

It is anticipated, however, that employees may be required to work when necessary to complete work assignments or meet deadlines. Mandatory overtime hours, worked in excess of two (2) hours, shall be compensated at one and one half (1 ½) times the regular rate of pay for all hours in the mandatory overtime assignment.

- 48.07 Employees who work more than their regularly scheduled hours will be paid at their straight time rate of pay for all hours worked up to and including forty (40) hours in a week. Hours worked in excess of forty (40) hours in a work week will be paid at one and one half (1 1/2) the regular rate of pay.

The policy regarding overtime pay may vary in order to comply with the provisions established by the Fair Labor Standards Act.

- 48.08 Personal, sick, term, funeral, holidays, jury leave and absence from duty are not considered as time worked to accumulate total weekly hours required to be eligible for premium overtime pay.

- 48.09 Any Department-required annual drug test will be paid for by the Department, will be scheduled during off-duty time, and will be compensated at two (2) hours of the employee's normal hourly rate unless the employee provides documentation that the test took longer than two (2) hours through no fault of the employee, in which case the employee will be compensated at the actual number of hours spent by the employee at the testing facility.

**ARTICLE 49 - DISPATCH
MINIMUM CALL BACK PAY**

- 49.01 Minimum call back pay is provided to compensate off duty employees who are not on assigned standby duty and who are assigned to report to work on an unscheduled basis.
- 49.02 An employee eligible for call back pay is paid for the actual hours worked or a minimum guarantee of three (3) hours straight time pay, whichever is greater. Only actual hours worked count toward eligibility for premium overtime pay.
- 49.03 Employees are eligible for call back pay as follows:
- A. Any employee who is off duty and hired to report to work on an unscheduled basis is eligible for call back pay, providing the reporting time is more than three (3) hours before the start of the employee's next regular shift.
 - B. When an employee is on duty and directed or assigned to continue or remain at work, the extra work time is considered as scheduled work. The employee is not eligible for the minimum call back pay.

**ARTICLE 50 - DISPATCH
OLD SICK LEAVE**

- 50.01 Current Orange County employees do not accrue Sick Leave. However, some County employees previously earned Sick Leave while employed by the County until the County abolished Sick Leave accrual. Employees who have a carry-over balance of accrued but unused Old Sick Leave may use this Old Sick Leave until the accrual balance is exhausted, subject to the Orange County Personnel Policies.
- 50.02 The use of Old Sick Leave is a benefit granted to an employee for use in the event of personal sickness, bodily injury, quarantine, required physical or dental examinations or treatment and exposure to a contagious disease when continued work may jeopardize the health of others.
- 50.03 Old Sick Leave may be used only with the approval of the Division Manager and cannot be authorized unless an accrued balance exists.
- 50.04 Upon termination, employees with ten (10) continuous years of permanent service* with the government of Orange County may be paid one hour for every four hours of accrued Old Sick Leave.
- *An employee's continuous service date is established as the most recent date of hire and cannot precede the date the employee reported for and began work.
- 50.05 An employee not otherwise eligible in accordance with the policy stated above and who separates from County service, shall forfeit accrued unused Old Sick and Term Leave and no payment shall be made to the employee.
- 50.06 Holidays occurring when an employee is receiving Old Sick Leave benefits are not chargeable against the employee's accrued Old Sick Leave.

**ARTICLE 51 - DISPATCH
HOLIDAYS**

- 51.01 The following shall be recognized as holidays designated by the Board of County Commissioners:
1. New Year's Day
 2. Independence Day
 3. Labor Day
 4. Thanksgiving Day
 5. Day after Thanksgiving
 6. Christmas Eve Day
 7. Christmas Day
 8. Martin Luther King, Jr. Day
 9. Memorial Day
 10. One (1) additional day each calendar year at the employee's discretion subject to prior supervisory approval.
- 51.02 To qualify for holiday pay, an employee must work the last scheduled work day before and the first scheduled work day after the holiday, unless on approved paid leave.
- 51.03 When an employee does work on one of the above holidays, the employee is paid one and one half (1 1/2) times regular rate of pay for actual hours worked on the holiday plus holiday pay at the regular rate of pay for up to the number of hours usually scheduled. Hours paid as holiday pay under these circumstances are counted toward the minimum hours per week required to be eligible for premium overtime pay.
- 51.04 If the work requirements are such that an employee is required to work on any official holiday, the employee receives holiday pay for the scheduled hours, and receives pay for the hours actually worked at a rate of one and one half (1 ½) times the employee's regular hourly rate.
- 51.05 Employees on personal, term, or sick leave during periods when officially designated holidays occur do not have the day of the holiday charged against accrued leave.
- 51.06 Employees, who actually work on the traditional holidays, rather than County designated holidays, shall receive compensation at their appropriate rate of pay in addition to the holiday pay.

**ARTICLE 52 - DISPATCH
EMPLOYEE TRANSFER**

- 52.01 It is necessary, for operational purposes, to transfer employees on a permanent and temporary basis between assigned shifts. Such transfers shall be considered work assignments. Employees may volunteer for the reassignment and the most senior employee shall have the first choice as long as they meet vacancy requirements. If no one volunteers, the least senior employee who meets the vacancy requirements shall be reassigned.
- 52.02 The Orange County Fire Rescue Department shall maintain a list of employee transfer preferences, in seniority order, and make permanent shift changes according to this list, as long as the employee meets the requirements of the position open (this includes, but is not limited to rank).
- 52.03 Requests for specific shift assignments may be made in the month of October and April of each year. If for any reason the County opens a new position, the Department will announce for a special bid process. The County will make a good faith effort to give all employees a minimum of thirty (30) days after notice of an announced opening is received to bid for the new assignment.
- 52.04 As approved by the Division Manager, mutual consent transfers shall be allowed for individual shifts assignments, provided operational needs are met in the transfer.

**ARTICLE 53 - DISPATCH
WAGES**

53.01 PERFORMANCE REVIEW DATES

Employee performance reviews shall be completed between August 1 and September 15 of each fiscal year.

53.02 WAGE INCREASES

A. Fiscal Years 2018-19 and 2019-20

Dispatchers and Assistant Dispatch Supervisors have already received their Fiscal Year 2018-19 and 2019-20 wage increases. There will be no additional wage increases for these fiscal years.

B. Fiscal Year 2020-21

Effective October 4, 2020, all eligible Dispatch bargaining unit employees on the active payroll shall receive a minimum of a 4% wage increase by being slotted in the Fiscal Year 2020-21 Step Pay Plans provided in the Appendix at their current step in the Fiscal Year 2019-20 Step Pay Plans, and then advancing one step. Employees at the maximum of the pay range, and unable to move the one step, will receive the remainder of the 4% increase as a one-time lump sum payment not added to their base wages.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. The retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 4, 2020 and continuing to be in the bargaining unit, on active payroll in this bargaining unit (the A unit) upon implementation. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2020-21 base wages only (consisting of salary and overtime), while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2020-21 through the last full pay period in 2020-21 by the appropriate percentage as outlined.

C. Future increases

Any future increases to employee base pay or incentives beyond Fiscal Year 2020-21 shall be negotiated.

Article 53A – Dispatch Incentive Pay

53.03 Longevity pay is in addition to the base hourly pay rate and is not included in the new step plan of the Agreement. Employees will be entitled to longevity pay the first full pay period after the employee completes the requisite continuous years of service. For purposes of this Section, continuous years of service shall be defined as the length of continuous service with the Orange County Fire Rescue Department or predecessor districts in a position covered by this Agreement as defined in Article 23. Layoffs or authorized leaves of absence without pay shall not constitute a break in service; however, any time lost in these occurrences shall not be counted as time worked for calculating years of service unless the employee returns to work in their former position within one year of layoff and longevity shall be bridged. The additional longevity pay shall be paid in accordance with the following longevity pay rate table:

Completed Years of Service	Hourly Rate
5 years	\$0.21 (total)
10 years	\$0.42 (total)
15 years	\$0.84 (total)
20 years	\$1.26 (total)
25 years or more	\$1.68 (total)

53.04 INCENTIVE PAY

Trainer Qualification Pay: Dispatchers and Assistant Dispatch Supervisors who are qualified as Dispatcher/Trainers under all Orange County Fire Rescue requirements, and who are receiving Dispatcher/Trainer incentive compensation as of March 26, 2017, shall continue to receive Dispatcher/Trainer incentive compensation in the amount of \$0.50 for each hour or portion thereof worked, including any hours of paid sick leave, paid personal leave, paid military leave, or any paid hours used during any pay period for the term of this contract. If an employee receives this pay, they will be required to work as a trainer as dictated by management; if they fail to do so, they will permanently lose the incentive. No additional employees shall receive Dispatcher/Trainer incentive compensation.

Trainer Assignment Pay: For those employees qualified as Dispatcher/Trainers who are receiving the \$0.50 Dispatcher/Trainer incentive compensation and who are assigned by management to a trainee shall receive \$0.50 for each hour worked or any portion thereof while assigned a trainee. For those employees qualified as Dispatcher/Trainers who are not receiving the \$0.50 Dispatcher/Trainer incentive compensation and who are assigned by management to a trainee shall receive \$2.00 for each hour worked or any portion thereof while assigned a trainee.

Trainer Academy Pay: For those employees who are qualified as State Certified Public Safety Telecommunicator Instructors, when assigned to an academy in an instructor capacity, will receive an additional compensation of \$1.00 for each hour worked or any portion thereof.

Employees assigned simultaneously as a trainer and an instructor shall receive only one incentive of \$2.00 for each hour worked or any portion thereof. Management shall have full discretion in selecting individuals for such position and determine the number required for each shift.

53.05 SHIFT DIFFERENTIAL

Employees who work half or more of their regularly scheduled hours between 3:00 p.m. and 11:00 p.m. will receive \$0.35 per hour in addition to their regular rate of pay as a second shift differential for all hours worked.

Employees who work half or more of their regularly scheduled hours between 11:00 p.m. and 7:00 a.m. will receive \$0.50 per hour in addition to their regular rate of pay as a third shift differential for all hours worked.

**ARTICLE 54 - DISPATCH
PERSONAL AND TERM LEAVE**

54.01 All Dispatchers, Assistant Dispatcher Supervisors, and Dispatcher Supervisors shall earn Personal Leave for each hour worked in their regularly scheduled work week. This leave will be credited to employees at the end of each pay period and will accrue in accordance with the following schedule:

Length of Continuous Service	Hours Accrued Per Pay Period	Days Accrued Per Year	Maximum Accrued Days, Total
Under 5 years	8.30	18	54
Over 5 years	9.23	20	60
Over 6 years	9.69	21	63
Over 7 years	10.15	22	66
Over 8 years	10.62	23	69
Over 9 years	11.08	24	72
Over 10 years	11.54	25	75
Over 15 years	12.46	27	81

54.02 The above hours accrued per pay period are based upon a twelve (12) hour work shift. Any permanent reduction in the length of an employee's shift will result in a corresponding reduction in the number of hours accrued per pay period.

54.03 Personal Leave may be used for periodic vacations subject to prior approval of the division manager or his designee. Personal Leave shall not be authorized prior to the time it is earned and credited to the employee.

54.04 Employees shall continue to accrue Personal Leave while in any authorized paid leave status.

54.05 The maximum number of Personal leave hours employees may accrue at any one time is the amount they would accrue during a three (3) year period at their current rates of accrual.

54.06 Employees leaving the employment of the County shall be paid at the employee's current rate of Pay.

54.07 All bargaining unit members shall earn Term Leave at the rate of 0.0364 hours for each regular hour worked in their regularly scheduled work week, or 72 hours per year. This leave will be credited to employees at the end of each pay period.

- 54.08 Employees assigned to an eight (8) or ten (10) hour shift, may use Term Leave when unable to work after being absent for forty (40) consecutive work hours or longer because of an extended illness or injury that is medically incapacitating. Employees assigned to a twelve (12)-hour shift, may use Term Leave when unable to work after being absent for thirty-six (36) consecutive work hours or longer because of an extended illness or injury that is medically incapacitating.
- 54.09 Once an employee has reached the thirty-six (36) or forty (40) hour threshold, and subject to verification of illness or injury, the employee may request conversion of any Personal Leave hours used during the initial thirty-six (36) or forty (40) consecutive hours of absence to Term Leave. Accrued balances will be adjusted accordingly, if needed.
- 54.10 Personal and Term Leave may be used in one-tenth (1/10th) of an hour increments; provided however, that scheduled personal leave shall not be used in less than three (3) hour increments.
- 54.11 Upon termination, employees with ten (10) continuous years of permanent service * with the government of Orange County shall be paid the rate of one hour of Term Leave for every four hours of accrued Old sick or Term Leave.

* An employee's continuous service date is established as the most recent date of hire and cannot precede the date the employee reported for and began work.

An employee not otherwise eligible in accordance with the policy stated above and who separates from County service shall forfeit accrued unused Sick and Term Leave and no payment shall be made to the employee.

Holidays occurring when an employee is receiving Sick Leave or Term Leave benefits are not chargeable against the employee's accrued Sick Leave or Term Leave.

**ARTICLE 55 - DISPATCH
BEREAVEMENT LEAVE**

- 55.01 All eligible employees shall be granted a benefit of four (4) scheduled consecutive work days or 40 hours; whichever is greater, not charged to any leave balance for death of a member of the employee's immediate family. If additional time is requested, it may be taken with the Division Manager's approval, which shall be leave without pay or Personal Leave.
- 55.02 Immediate family shall be defined as spouse, mother, father, son, daughter, grandson, granddaughter, sister, brother, legal guardian, mother in law, father in law, daughter in law, son in law, stepparents, stepchildren and grandparents.
- 55.03 Employees may be required to provide reasonable documentation to establish relationship as defined in 55.02 and documentation of the death; such as, marriage certificate, birth certificate, funeral service program, obituary, or death certificate. Any request for such documentation will be made after the employee returns from leave. The requested documentation must be submitted within 15 calendar days after the request is made.

**ARTICLE 56 - DISPATCH
WORK IN HIGHER CLASSIFICATIONS**

56.01 Employees who are required to work in higher classifications will be paid extra compensation, as provided below, to begin after the completion of four (4) consecutive hours worked in the higher classification.

Working as:	Amount per shift:
Assistant Manager, Fire Communications	\$24.00
Dispatch Supervisor	\$21.00
Assistant Dispatcher Supervisor	\$18.00

56.02 Management shall determine the number of positions which are required to achieve minimum staffing on each shift. Out of class assignments are based on the need to achieve a minimum number of employees in specified positions.

56.03 The Division will attempt to equalize these assignments among eligible employees.

**ARTICLE 57 – PARAMEDIC
WORK DAY, WORK WEEK, WORK PERIOD
PAY PERIOD, EXTRA DUTY, AND OVERTIME
HOURS OF WORK; WORK DAY AND WORK WEEK**

- 57.01 Shifts may be 8, 10, or 12 hours, and begin at times necessary to handle peak calls or needs as determined by management. The County reserves the right to staff the paramedic function as it deems necessary to serve the needs of the department. Any change in work hours will be noticed to the Union with sixty (60) days.
- 57.02 All full time employees are required to be present and working in their assigned jobs for the total hours in the work week unless absence from duty is authorized by the appropriate authority in accordance with County policies. All absences must be properly recorded and charged to an employee's applicable leave balance. If there is no leave balance the absence will be considered time off without pay.
- 57.03 Nothing herein shall constitute a guaranteed minimum number of working hours per week.
- 57.04 Management shall have full discretion in selecting individuals for such positions and determine the number required for each shift. During absences, management shall determine if replacements are needed; however, these replacements shall not be subject to additional pay other than hourly rate of pay and overtime as FLSA applies.
- 57.05 The pay period shall consist of fourteen (14) consecutive days. Each pay period starts at 12:00 a.m. (00:00 military time) on Sunday and ends at 11:59 p.m. (24:00 military time) on Saturday.
- 57.06 Management has the sole right and authority to discontinue the employment of the Paramedic classification.
- 57.07 During minimum standards training, bargaining unit employees may have their schedules altered to accommodate training.

Overtime & Overtime Compensation

- 57.08 The employment and work programs shall be scheduled to reduce or eliminate overtime work. It is anticipated, however, that employees may be required to work when necessary to complete work assignments or meet deadlines and staffing needs.
- 57.09 Employees who work more than their regularly scheduled hours will be paid at their straight time rate of pay for all hours worked up to and including forty (40) hours in a week. Hours worked in excess of forty (40) hours in a work week will be paid at one and one half (1 1/2) the regular rate of pay.
- 57.10 Personal, term, bereavement, holidays, jury duty leave and absence from duty are not considered as time worked in the calculation of overtime payment eligibility.

**ARTICLE 58 – PARAMEDIC
WAGES**

58.01 The County will pay salaries in accordance with the pay plans in this Agreement.

58.02 PERFORMANCE REVIEW DATE(S)

Employee performance reviews shall be completed between August 1 and September 15 of each fiscal year.

58.03 WAGE INCREASES

A. Fiscal Year 2018-2019

Effective October 7, 2018, all eligible bargaining unit employees employed under this Agreement as of the first full pay period after the date of Board approval of this Agreement who have not previously received a Fiscal Year 2018-19 wage increase, shall receive a 5% base wage increase, not to exceed the maximum of their pay range. Any portion of the 5% increase that exceeds the maximum of their pay range will be paid in a one-time lump sum payment not added to their base wage.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. The retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 7, 2018 and continuing to be in the bargaining unit, on active payroll in this bargaining unit (the A unit) upon implementation. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2018-19 base wages only (consisting of salary and overtime), while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2018-19 through the last full pay period in 2018-19 by the appropriate percentage as outlined.

B. Fiscal Year 2019-20

Effective October 6, 2019, all eligible bargaining unit employees employed under this Agreement as of the first full pay period after the date of Board approval of this Agreement who have not previously received a Fiscal Year 2018-19 wage increase, shall receive a 5% base wage increase, not to exceed the maximum of their pay range. Any portion of the 5% increase that exceeds the maximum of their pay range will be paid in a one-time lump sum payment not added to their base wage.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. The

retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 6, 2019 and continuing to be in the bargaining unit, on active payroll in this bargaining unit (the A unit) upon implementation. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2019-20 base wages only (consisting of salary and overtime), while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2019-20 through the last full pay period in 2019-20 by the appropriate percentage as outlined.

C. Fiscal Year 2020-21

Effective October 4, 2020, all eligible bargaining unit employees on the active payroll shall receive a 4% base wage increase, not to exceed the maximum of their pay range. Any portion of the 4% increase that exceeds the maximum of their pay range will be paid in a one-time lump sum payment not added to their base wage.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. The retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 4, 2020 and continuing to be in the bargaining unit, on active payroll in this bargaining unit (the A unit) upon implementation. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2020-21 base wages only (consisting of salary and overtime), while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2020-21 through the last full pay period in 2020-21 by the appropriate percentage as outlined.

58.04 FUTURE INCREASES BEYOND FISCAL YEAR 2020-21

Any future increases to employee base pay or incentives beyond Fiscal Year 2020-21 shall be negotiated.

**ARTICLE 59 – PARAMEDIC
PERSONAL AND TERM LEAVE**

59.01 All Paramedics shall earn Personal and Term leave for each hour worked in their regularly scheduled work week based on a seventy-six (76) or eighty (80) hour pay period. The leave will be credited to the employee at the end of each pay period and will for 12-hour employees in accordance with the following schedule:

12-hour Shifts

Plan Type	After Months Service	Hrs Earned per regular hour	Regular Hours per Pay Period	Personal Leave hours earned per Pay Period	Maximum hours Balance
Personal	0	0.0729	76	5.54	288.00
Term	0	0.0243	76	1.85	96.2

59.02 The above hours accrue each pay period based upon a twelve (12) hour, a ten (10) hour or eight (8) hour work shift. Any permanent reduction in the length of an employee’s shift will result in a corresponding reduction in the number of hours accrued per pay period.

59.03 Personal Leave may be used for periodic vacations, illness and other absences, subject to prior approval of the employee’s supervisor. Personal Leave shall not be authorized prior to the time it is earned and credited to the employee.

59.04 Employees shall continue to accrue Personal Leave while in any authorized paid leave status.

59.05 The maximum number of Personal Leave hours employees may accrue at any one time is the amount they would accrue during a two (2) year period at their current rate of accrual.

59.06 Employees leaving County employment shall be paid out any accrued Personal Leave balances in accordance with County Policy.

59.07 Upon an employee’s transfer from the Paramedic classification to the Firefighter/Paramedic classification, all Personal Leave shall be converted to Vacation Leave in accordance with Article 38 of this agreement using the 1.4 conversion factor.

59.08 Term Leave shall accrue for each hour worked in the regularly scheduled work week but not exceeding eighty (80) or seventy-six (76) in a pay period. The leave will be credited to the employee at the end of each pay period.

59.09 Term Leave may be used for employee absences in accordance with County Policy.

59.10 Upon an employee’s transfer from the Paramedic classification to the Firefighter/Paramedic classification, all Term leave shall be converted to Sick Leave in accordance with Article 37 of this agreement using the 1.4 conversion factor.

59.11 NOTIFICATION OF UNSCHEDULED ABSENCE

Employees who are unable to report for duty because of illness or any other reason shall call the on duty Battalion Chief or their immediate supervisor no later than 06:30 prior to start of duty or notify Telestaff in accordance with department policy. Failure to do so shall be basis for discipline.

**ARTICLE 60 – PARAMEDIC
PROMOTIONS/STATUS CHANGE**

- 60.01 Employees in the Paramedic classification agree to, prior to reaching three (3) years of employment to meet the requirements of the Firefighter classification. Either upon reaching three (3) years of employment, or upon the desire of the department, the employee shall be moved from the Paramedic pay plan to Step 1 of the Firefighter pay step plan or to the higher nearest step to the employee's Paramedic current rate of pay.
- 60.02 Nothing in this Agreement shall prohibit the Orange County Fire/ Rescue Department from terminating the employment of a Paramedic when upon reaching three (3) years employment the minimum requirements for the position of Firefighter have not been met.

Employees not meeting the minimum qualifications by the three (3) year employment anniversary may be separated from county employment without access to Article 17 - Grievance and Arbitration Procedure of this contract. It is the sole discretion of Fire Rescue Management to extend the three (3) year time frame limitation due to case-by-case circumstances and/or operational need.

**ARTICLE 61 – PARAMEDIC
HOLIDAYS**

61.01 Paramedic Only employees in the bargaining unit who are assigned to twelve (12) hours shifts shall receive holiday pay in addition to the applicable rate of pay for the following holidays worked. in addition to the applicable rate of pay, employees shall receive an additional .5 times the base hourly rate. For the purpose of this article, the holiday period will be defined as a twenty-four (24) hour cycle starting at midnight and ending at midnight. Employees will be compensated for actual hours worked on the holiday.

Paramedic Only employees in the bargaining unit who are assigned to eight (8) or ten (10) hour shifts shall observe and receive holiday pay at straight time for eight (8) or ten (10) hours for the following holidays, in which the County or school is closed in conjunction with their regularly scheduled hours for the holiday unless otherwise assigned to work on that day. Employees who are not scheduled to work or attend class on the holiday will not receive the holiday pay.

- A. New Year's Day
- B. Martin Luther King, Jr. Day
- C. Independence Day
- D. Labor Day
- E. Thanksgiving Day
- F. Day after Thanksgiving Day
- G. Christmas Eve Day
- H. Christmas Day
- I. Memorial Day
- J. Veterans Day

**ARTICLE 62 - PARAMEDIC
BEREAVEMENT LEAVE**

- 62.01 All eligible employees shall be granted a benefit of four (4) scheduled consecutive work days or 40 hours; whichever is greater, not charged to any leave balance for death of a member of the employee's immediate family. If additional time is requested, it may be taken with the Division Manager's approval, which shall be leave without pay or Personal Leave.
- 62.02 Immediate family shall be defined as spouse, mother, father, son, daughter, grandson, granddaughter, sister, brother, legal guardian, mother in law, father in law, daughter in law, son in law, stepparents, stepchildren and grandparents.
- 62.03 Employees may be required to provide reasonable documentation to establish relationship as defined in 62.02 and documentation of the death; such as, marriage certificate, birth certificate, funeral service program, obituary, or death certificate. Any request for such documentation will be made after the employee returns from leave. The requested documentation must be submitted within 15 calendar days after the request is made.

**ARTICLE 63 - PARAMEDIC
JOB RELATED PHYSICIAN VISIT**

Employees suffering an injury or illness due to a job related activity and instructed by a superior to receive medical attention shall be paid at their regular rate of pay for the time the resulting medical treatment and examination requires him to be away from his assigned shift. The County shall ensure that such employees have appropriate transportation to and from the place of treatment, provided the employee is in an on duty status. The benefit hereby granted is limited to that provided by workers' compensation.

ARTICLE 64 - PARAMEDIC MEDICAL EXAMINATION

- 64.01 As part of the Fire/ Rescue Department Respiratory Protection Program, annual medical examinations will be provided to all paramedic personnel. Examinations will be paid for by the Department, will be scheduled during off-duty time, and will be compensated at the normal hourly rate.
- 64.02 Included in the physical will be the following:
- A. Medical History
 - B. Height and Weight record
 - C. Vision Screening
 - D. Blood Pressure and Pulse
 - E. Audiometric Testing
 - F. Pulmonary Functions Test
 - G. 12 Lead EKG
 - H. Chest X Ray (Every other year unless requested)
 - I. Blood Tests - Glucose, BUN (Urea Nitrogen), Creatinine/Serum, BUN/Creatinine Ratio, Uric Acid/Serum, Calcium/Serum, Phosphorus/Serum, Cholesterol, Triglycerides, Total Bilirubin, LDH, Alkaline Phosphatase, SGOT, SGPT, Protein/Total Serum, Albumin, Globulin, A/G Ratio, Sodium, Potassium, Chloride, CO₂, Anion Gap
 - J. Stress EKG will be provided every two years to personnel over the age of 40. NOTE: If requested by the examining physician a Stress EKG will be performed regardless of age if significant deficiencies are found in A, D, F, G, and K listed above.
 - K. Physician Exam
 - L. TB Test
 - M. HIV test upon request
 - N. Breast exam
 - O. Prostate and PSA exams
- 64.03 The primary purpose of this program is to identify and inform personnel of any possible health risks. Employees will be notified within thirty (30) days of any abnormal finding requiring medical follow up. All follow up medical appointments will be made during off duty time.
- 64.04 Upon request, employees may obtain a copy of their blood test results from the medical facility.

**ARTICLE 65 - PARAMEDIC
MINIMUM CALL BACK PAY**

- 65.01 Minimum call back pay is provided to compensate off duty employees who are not on assigned standby duty and who are assigned to report to work on an unscheduled basis.
- 65.02 An employee eligible for call back pay is paid for the actual hours worked or a minimum guarantee of three (3) hours straight time pay, whichever is greater. Only actual hours worked count toward eligibility for premium overtime pay.
- 65.03 Employees are eligible for call back pay as follows:
 - A. Any employee who is off duty and hired to report to work on an unscheduled basis is eligible for call back pay, providing the reporting time is more than three (3) hours before the start of the employee's next regular shift.
 - B. When an employee is on duty and directed or assigned to continue or remain at work, the extra work time is considered as scheduled work. The employee is not eligible for the minimum call back pay.

**FY 18/19 through FY 20/21
Firefighter
Pay Grade 394/390**

APPENDIX

Firefighter 56 Hour			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	14.79	15.09	15.70
2	15.24	15.55	16.18
3	15.70	16.02	16.67
4	16.18	16.50	17.17
5	16.67	17.00	17.69
6	17.17	17.51	18.22
7	17.69	18.04	18.77
8	18.22	18.59	19.34
9	18.78	19.15	19.92
10	19.35	19.73	20.52
11	19.93	20.33	21.15
12	20.53	20.94	21.79
13	21.15	21.57	22.45
14	21.79	22.22	23.13
15	22.45	22.89	23.83
16	23.14	23.58	24.55
17	23.84	24.30	25.29
18	24.56	25.04	26.05
19	25.31	25.79	26.84
20	26.08	26.58	27.65

Firefighter 40 Hour			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	20.77	21.19	22.04
2	21.40	21.83	22.71
3	22.05	22.49	23.40
4	22.72	23.17	24.11
5	23.41	23.87	24.84
6	24.12	24.59	25.59
7	24.85	25.33	26.36
8	25.60	26.10	27.15
9	26.37	26.89	27.97
10	27.16	27.70	28.81
11	27.98	28.53	29.68
12	28.82	29.39	30.57
13	29.69	30.28	31.49
14	30.58	31.19	32.44
15	31.51	32.13	33.42
16	32.46	33.10	34.43
17	33.44	34.10	35.47
18	34.45	35.13	36.54
19	35.49	36.19	37.64
20	36.56	37.28	38.78

**FY 18/19 through FY 20/21
Engineer
Pay Grade 395/341**

APPENDIX

Engineer 56 Hour			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	17.49	17.84	18.56
2	18.02	18.38	19.12
3	18.56	18.94	19.70
4	19.12	19.51	20.30
5	19.70	20.1	20.91
6	20.30	20.71	21.54
7	20.91	21.34	22.20
8	21.54	21.98	22.87
9	22.19	22.64	23.56
10	22.86	23.32	24.27
11	23.55	24.02	25.00
12	24.26	24.74	25.75
13	24.99	25.49	26.53
14	25.74	26.26	27.33
15	26.52	27.05	28.15
16	27.32	27.87	29.00
17	28.14	28.71	29.87

Engineer 40 Hour			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	24.45	24.94	25.94
2	25.19	25.69	26.72
3	25.95	26.46	27.53
4	26.73	27.26	28.36
5	27.54	28.08	29.21
6	28.37	28.93	30.09
7	29.22	29.8	31.00
8	30.10	30.7	31.93
9	31.01	31.62	32.89
10	31.94	32.57	33.88
11	32.90	33.55	34.90
12	33.89	34.56	35.95
13	34.91	35.6	37.03
14	35.96	36.67	38.14
15	37.04	37.77	39.29
16	38.15	38.91	40.47
17	39.30	40.08	41.69

**FY 18/19 through FY 20/21
Lieutenant
Pay Grade 396/321**

APPENDIX

Lieutenant 56 Hour			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	19.68	20.08	20.89
2	20.27	20.69	21.52
3	20.88	21.31	22.17
4	21.51	21.95	22.84
5	22.16	22.61	23.53
6	22.83	23.29	24.24
7	23.52	23.99	24.97
8	24.23	24.71	25.72
9	24.96	25.46	26.50
10	25.72	26.23	27.30
11	26.50	27.02	28.12
12	27.30	27.83	28.97
13	28.12	28.67	29.84
14	28.97	29.53	30.74
15	29.84	30.42	31.67
16	30.74	31.34	32.62

Lieutenant 40 Hour			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	27.63	28.19	29.32
2	28.46	29.04	30.21
3	29.32	29.91	31.12
4	30.20	30.81	32.06
5	31.11	31.74	33.03
6	32.05	32.70	34.02
7	33.01	33.68	35.04
8	34.00	34.69	36.09
9	35.02	35.73	37.18
10	36.08	36.81	38.30
11	37.17	37.92	39.45
12	38.30	39.06	40.64
13	39.45	40.23	41.86
14	40.64	41.44	43.12
15	41.87	42.69	44.42
16	43.13	43.97	45.76

**FY 18/19 through FY 20/21
Captain
Pay Grade 323/325**

APPENDIX

Captain 56			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	22.99	23.45	24.39
2	23.68	24.16	25.13
3	24.39	24.89	25.89
4	25.13	25.64	26.67
5	25.89	26.41	27.47
6	26.67	27.21	28.30
7	27.47	28.03	29.15
8	28.30	28.87	30.03
9	29.15	29.74	30.93
10	30.03	30.64	31.87
11	30.93	31.56	32.83
12	31.86	32.51	33.82
13	32.83	33.49	34.84
14	33.82	34.50	35.89

Captain 40			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	32.29	32.94	34.26
2	33.26	33.93	35.29
3	34.26	34.95	36.35
4	35.29	36.00	37.44
5	36.35	37.08	38.57
6	37.44	38.20	39.73
7	38.57	39.35	40.93
8	39.73	40.53	42.16
9	40.92	41.75	43.43
10	42.15	43.01	44.74
11	43.42	44.30	46.08
12	44.73	45.63	47.47
13	46.07	47.00	48.9
14	47.45	48.41	50.37

**FY 18/19 through FY 20/21
Fire Inspector & Fire Plans Examiner I
Pay Grade 324**

APPENDIX

Fire Inspector & Fire Plans Examiner I			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	19.42	19.81	20.61
2	20.01	20.41	21.23
3	20.61	21.03	21.88
4	21.23	21.66	22.54
5	21.87	22.31	23.22
6	22.53	22.98	23.92
7	23.21	23.67	24.64
8	23.91	24.38	25.38
9	24.64	25.12	26.15
10	25.38	25.88	26.94
11	26.15	26.66	27.75
12	26.94	27.46	28.59
13	27.75	28.29	29.45
14	28.59	29.14	30.34
15	29.45	30.02	31.25

**FY 18/19 through FY 20/21
Fire Inspector & Fire Plans Examiner II
Pay Grade 326**

APPENDIX

Fire Inspector & Fire Plans Examiner II			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	24.91	25.41	26.43
2	25.66	26.18	27.23
3	26.43	26.97	28.05
4	27.23	27.78	28.90
5	28.05	28.62	29.77
6	28.90	29.48	30.67
7	29.77	30.37	31.59
8	30.67	31.28	32.54
9	31.59	32.22	33.52
10	32.54	33.19	34.53
11	33.52	34.19	35.57
12	34.53	35.22	36.64
13	35.57	36.28	37.74

**FY 18/19 through FY 20/21
Fire Inspector & Fire Plans Examiner III
Pay Grade 345**

APPENDIX

Fire Inspector & Fire Plans Examiner III			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	26.57	27.11	28.20
2	27.37	27.93	29.05
3	28.19	28.77	29.93
4	29.04	29.64	30.83
5	29.91	30.53	31.76
6	30.81	31.45	32.72
7	31.74	32.40	33.70
8	32.70	33.38	34.72
9	33.69	34.38	35.76
10	34.71	35.41	36.84
11	35.76	36.48	37.95
12	36.84	37.58	39.09
13	37.95	38.71	40.27
14	39.09	39.87	41.48

**FY 18/19 through FY 20/21
Fire Inspector I SRk
Pay Grade 346**

APPENDIX

Fire Inspector I SRK			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	27.48	28.03	29.15
2	28.31	28.87	30.03
3	29.16	29.74	30.93
4	30.04	30.64	31.87
5	30.94	31.56	32.83
6	31.87	32.51	33.82
7	32.83	33.49	34.84
8	33.82	34.5	35.89
9	34.84	35.54	36.97
10	35.89	36.61	38.08
11	36.97	37.71	39.23
12	38.09	38.84	40.41
13	39.24	40.01	41.63
14	40.42	41.21	42.88
15	41.64	42.45	44.17
16	42.89	43.73	45.50

**FY 18/19 through FY 20/21
Fire Inspector II SRk
Pay Grade 322**

APPENDIX

Fire Inspector II SRK			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	32.14	32.79	34.10
2	33.11	33.78	35.13
3	34.11	34.80	36.20
4	35.14	35.85	37.29
5	36.20	36.93	38.41
6	37.29	38.04	39.57
7	38.41	39.18	40.76
8	39.57	40.36	41.99
9	40.76	41.57	43.25
10	41.99	42.82	44.55
11	43.25	44.11	45.89
12	44.55	45.44	47.27
13	45.89	46.81	48.69
14	47.27	48.22	50.15

**FY 18/19 through FY 20/21
Fire Inspector III SRk
Pay Grade 347**

APPENDIX

Fire Inspector III SRK			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	34.06	34.74	36.13
2	35.09	35.79	37.22
3	36.15	36.87	38.35
4	37.24	37.98	39.50
5	38.36	39.12	40.69
6	39.51	40.30	41.91
7	40.70	41.51	43.17
8	41.92	42.76	44.47
9	43.18	44.05	45.81
10	44.48	45.37	47.19
11	45.82	46.73	48.61
12	47.20	48.13	50.07
13	48.62	49.58	51.57
14	50.08	51.07	53.12
15	51.58	52.60	54.72

**FY 18/19 through FY 20/21
Dispatcher
Pay Grade 360**

APPENDIX

Dispatcher			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	15.15	18.00	18.18
2	15.60	18.54	18.73
3	16.07	19.10	19.30
4	16.55	19.67	19.88
5	17.06	20.26	20.48
6	17.57	20.87	21.10
7	18.11	21.49	21.74
8	18.65	22.14	22.40
9	19.22	22.80	23.08
10	19.80	23.49	23.78
11	20.40	24.19	24.50
12	21.01	24.92	25.24
13	21.65	25.66	26.00
14	22.31	26.43	26.78
15	22.98	27.23	27.59
16	23.67	-	-
17	24.38	-	-
18	25.12	-	-
19	25.88	-	-

**FY 18/19 through FY 20/21
Asst. Dispatcher Supervisor
Pay Grade 361**

APPENDIX

Asst. Dispatcher Supervisor			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	17.73	21.00	21.21
2	18.26	21.63	21.85
3	18.81	22.28	22.51
4	19.38	22.95	23.19
5	19.96	23.64	23.89
6	20.57	24.34	24.61
7	21.19	25.08	25.35
8	21.83	25.83	26.11
9	22.49	26.60	26.90
10	23.18	27.40	27.71
11	23.88	28.22	28.55
12	24.61	29.07	29.41
13	25.35	29.94	30.30
14	26.12	30.84	31.21
15	26.90	31.76	32.15
16	27.71	-	-
17	28.55	-	-

**FY 18/19 through FY 20/21
Dispatcher Supervisor
Pay Grade 362**

APPENDIX

Dispatcher Supervisor			
Step	FY 18 -19	FY 19 -20	FY 20 -21
1	23.05	24.00	24.24
2	23.73	24.72	24.97
3	24.45	25.46	25.72
4	25.18	26.23	26.50
5	25.94	27.01	27.30
6	26.73	27.82	28.12
7	27.53	28.66	28.97
8	28.36	29.52	29.84
9	29.23	30.40	30.74
10	30.11	31.31	31.67
11	31.02	32.25	32.62
12	31.95	33.22	33.60
13	32.92	34.22	34.61
14	33.92	35.25	35.65
15	-	36.31	36.72
16	-	37.39	37.82
17	-	38.51	38.96
18	-	39.67	40.13

**FY 18/19 through FY 20/21
Paramedic
Pay Grade 311**

APPENDIX

Paramedic (311)	Min	Max
Current	\$ 16.79	\$ 17.81
FY 18-19	\$ 17.16	\$ 18.70
FY 19-20	\$ 17.53	\$ 19.64
FY 20-21	\$ 18.23	\$ 20.43



ORANGE COUNTY FIRE FIGHTERS ASSOCIATION

I.A.F.F. LOCAL 2057

6969 Venture Circle
Orlando, FL 32807
Office (407)389-2057
Fax (407)657-6512
www.OCCFA.com

**APPLICATION FOR MEMBERSHIP IN THE ORANGE COUNTY FIRE FIGHTERS ASSOCIATION,
LOCAL 2057 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AND THE FLORIDA
PROFESSIONAL FIRE FIGHTERS**

I, (PRINT CLEARLY) _____ the undersigned, do hereby:

- A. Apply for membership in the Orange County Professional Fire Fighters, I.A.F.F. Local 2057, F.P.F.F, and agree to abide by their constitution and bylaws.
- B. Authorize the above named organization (P.E.R.C. registration # OR-766-1128) to be my exclusive bargaining agent.
- C. Authorize Orange County payroll department to deduct dues and deductions from my wages or salary in the amount certified by the Treasurer of the Orange County Professional Fire Fighters.

Signature Date

Home Address City Zip

Cell Phone Employee # Badge # Date Of Hire

----- Below this line for Union Use ONLY and NOT to be sent to County -----

Station / Shift Birth Date

Personal Email Address (Not your County Email)

If you are a transfer from another IAFF Local:

Local # _____ Local Name - _____ IAFF # (if known) _____

Orange County Professional Fire Fighters
International Association of Fire Fighters – Local 2057

APPENDIX B

TERMINATION OF AUTHORIZATION FOR DUES CHECK-OFF

I, (Print Name) _____, HEREBY STATE THAT I HAVE A CURRENT AUTHORIZATION FOR DUES CHECK-OFF ON FILE WITH THE ORANGE COUNTY PROFESSIONAL FIRE FIGHTERS-IAFF LOCAL 2057 AND I WISH TO REVOKE THAT AUTHORIZATION.

I UNDERSTAND THAT BY SIGNING THIS FORM AND DELIVERING IT TO LOCAL 2057, I SURRENDER ALL RIGHTS AND BENEFITS I HAVE AS A MEMBER OF THE LOCAL.

I FURTHER UNDERSTAND THAT THIS TERMINATION OF AUTHORIZATION WILL BE FORWARDED TO MY EMPLOYER BY LOCAL 2057 AND WILL BECOME EFFECTIVE WHEN PROCESSED BY THAT EMPLOYER IN ACCORDANCE WITH STATE STATUTE 447.303 F.S. (1991).

Signature

Employee County ID #

Date

Employee OCFRD Badge #

UNION USE BELOW THIS LINE ONLY

Union Officer Acknowledgement

Union Date Received Stamp Below:

THIS CONTRACT AGREED TO THIS _____ DAY OF NOV 17 2020 2020.

Byron W. Brooks

Byron W. Brooks, AICP
County Administrator
Orange County

Eric Siena

Eric Siena, 1st Vice President
Orange County Fire Fighters Association,
I.A.F.F., Local No. 2057

THIS AGREEMENT APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2020.

NOV 17 2020

Katie Smith

Deputy Clerk, Orange County Board
of County Commissioners

Byron W. Brooks

for Jerry L. Demings
Orange County Mayor

