OCEAN CITY-WRIGHT
FIRE CONTROL
DISTRICT

LABOR AGREEMENT

2018 - 2021
2018 – 2021

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OCEAN CITY – WRIGHT CONTROL DISTRICT

AND

OCEAN CITY – WRIGHT FIREFIGHTERS ASSOCIATION

IAFF LOCAL 2879
OCEAN CITY – WRIGHT FIRE CONTROL DISTRICT

ESTABLISHED 1962

BOARD OF FIRE COMMISSIONER

JOHN JOHNSTON, Chairman
AARON BROWN, Vice-Chairman
DONNA LAMBERT, Secretary/Treasurer
ROBERT JANKOWSKI, Commissioner
EDWARD TRAS, Commissioner

MANAGEMENT STAFF

WILLIAM E. LORD
Fire Chief

SCOTT H. FUNCHESS
Deputy Fire Chief

W. MARK BUNDRICK
Deputy Fire Chief

JENNIFER BENEDICT
Financial Administrator
OCEAN CITY – WRIGHT FIREFIGHTERS ASSOCIATION

CLINT COOPER
President

KEVIN HOUSTON
Vice- President

BRAD SASSER
Secretary

TOMAS GARCIA
Treasurer

Blake Good
Department Vice-President
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PREAMBLE

SECTION 1: This agreement is primarily intended to promote the interests of the members of the public who are served by the Employer's fire department, in having at all times available to them the department's services on the most efficient and economical basis. It is contemplated that this agreement will serve the public interest by keeping costs at reasonable levels; by ensuring that members of the bargaining unit will at all times be responsive to and make every reasonable effort to carry forward the department's legitimate activities and functions with alacrity and dispatch and will accept and promptly execute all lawful orders and instructions given to them; and by defining the Employer's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings as well as by providing a procedure for the resolution of any claims that the agreement has been violated by the Employer.

SECTION 2: The Employer and the Union agree to cooperate together to promote the productive use of manpower and equipment for the best protection of the citizens of the District and the maximum efficiency of their tax dollar.

SECTION 3: This Preamble is a statement of intent and policy and is, therefore, not subject to the Grievance Procedure contained in Article 17 of the Agreement.
ARTICLE 1

RECOGNITION

SECTION 1: This agreement is entered into by and between the Ocean City-Wright Fire Control District (hereinafter, the Employer) and the Ocean City-Wright Fire Fighters Association. IAFF Local #2879 (hereinafter, the Union).

SECTION 2: The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer as certified by the Florida Public Employees Relations Commission in case #RC - 82 - 03 L

SECTION 3: Employee membership in the bargaining unit includes; Captains, Lieutenants, Engineers, Firefighters and Fire Inspectors as certified by the Florida Public Employees Relations Commission in Case #UC - 99 - 032.
ARTICLE 2

DUES CHECK-OFF

SECTION 1: Subject to the restrictions set forth in section 447.303, Florida Statutes, the Employer agrees to deduct from the pay of the Employees in the bargaining unit, who authorize such deduction, by way of a written wage assignment, properly written and executed and delivered to the Employer and to transmit to the Union, the amount of the Union Dues and assessments which are uniformly charged by the Union to all members of the unit.

SECTION 2: The Employer shall deduct monthly Union Dues in equal payments from the first two (2) pay periods in each month, with the total dues deductions paid back to the Union on the second pay period of the month. If the employee has insufficient pay coming to them with respect to the first pay period, the employer may deduct the full amount of dues from the second pay period of the month. The Employer has no obligation for that month concerning that Employee if the funds are not available.

SECTION 3: The Employer shall not under any circumstances, be required to deduct more than one (1) months dues or assessments from the pay of any employee with respect to any calendar month. There shall be no obligation to make deductions in order to pay individual dues or assessments in arrears, even if the arrears are due to past honest error on the Employers part.

SECTION 4: The Union agrees to indemnify the Employer and hold it harmless, from and against any liability real or asserted, of any kind of nature whatsoever, to any person or party, on account of the Employers compliance or efforts to comply with this article.

SECTION 5: It shall be the Unions obligation to keep the Employer at all times informed, by certification of a responsible official of the Union, of the amount of the Union Dues and/or assessments deductible from the employees pay and the Employer will accept such certification and be entitled to rely upon its accuracy.

SECTION 6: The Employer will not deduct or transmit to the Union at any time any monies representing fines, fees, penalties or special assessments.

SECTION 7: The obligation to commence making deductions on account of any particular authorization shall become effective with respect to the calendar month following the month in which the authorization is received by the Employer.
ARTICLE 3

SAVINGS CLAUSE

SECTION 1: It is understood and agreed that all provisions of this agreement are subject to and must yield to, the laws of the State of Florida as well as all other laws, regulations, enactment’s and directives having the force of the law.

SECTION 2: Ordinances of the Fire District as the single exception to Section 1, shall yield to the provisions of this agreement, but only in instances where there is a clear conflict between an ordinance provision and some expressed provision of this agreement and this agreement shall be interpreted so as to avoid such conflict whenever such an interpretation is reasonably possible.

SECTION 3: If any provisions of this agreement, or part of a provision shall be declared or rendered null, void or invalid through court action or by reason of legislation, other provisions of the agreement shall remain in full force and effect. If such action occurs, the parties will meet as soon as possible to negotiate a replacement Article.
ARTICLE 4
UNION BUSINESS

SECTION 1: The Employer will consider requests from bargaining unit members for time off to engage in Union business or activity, on an individual basis, always considering that the needs of the Fire District come first. Time off granted for such purposes shall be without pay and the Employers judgment as to its operating needs at any time shall prevail. Permission shall not be arbitrarily withheld. Employees may utilize, PTO or Union Pool Time for purposes of this section.

SECTION 2: It is expected that the investigation and processing of grievances, by the Union or steward, to the extent that the time of unit employees is required, will occur during the off-duty time of those involved.

SECTION 3: The Employer will make its negotiators available to engage in any negotiations or bargaining that may become necessary, at times which are mutually convenient to them and to the Unions non-employee negotiators. The Employer will take into consideration, in responding to requests for negotiations, the work obligations of any employee whom the Union may wish to have present and endeavor to agree to meetings during their off-duty time. Employees attendance at negotiating meetings during work time will be subject to the Employers operating needs, as determined by the Fire Chief and will be on the basis of unpaid leave time.

SECTION 4: The Union, its members, agents, representatives and all persons acting on its behalf, including the Employer's employees covered by this agreement, are strictly prohibited by law and this agreement from soliciting any of the Employer's employees, for union purposes, during the work time of any employee involved and from distributing Union literature in any work area during work time. It is understood and agreed that any employee who violates either of these prohibitions is subject to discipline without recourse. (Work time, for purposes of this article, is any time, exclusive of breaks or meal time, during the hours from 7:00 a.m. to 5:00 p.m.)

SECTION 5: The Employer agrees to set aside space for a bulletin board (not to exceed 30" x 24") to be provided by the Union for its use in informing its membership as to union business. It is, however, agreed and understood that materials to be posted will be submitted to the Fire Chief for review beforehand and that materials which are derogatory, abrasive, abusive, intemperate in language, not related to union business or which are factually inaccurate, may not be posted and may be removed if they are posted.

SECTION 6: The Union Executive Board may meet at the main fire station provided management has been notified of the meeting and it in no way interferes with operations.
ARTICLE 5

MANAGEMENT RIGHTS AND PREROGATIVES

SECTION 1: It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

SECTION 2: The parties agree that each of them had and enjoyed the right and opportunity, during the course of the negotiations giving rise to this agreement, to raise and discuss any issue or demand coming within the scope of lawful collective bargaining. To the extent that any issue that could have been raised is not specifically mentioned or covered herein, this means that the matter remains within the employers reserves and retained rights, although the matter may be specifically treated in a renewal contract at the option of the parties. Each of the parties waives any right to demand collective bargaining on any matter during the term of this agreement, although they reserve the right to meet and confer on a mutual consent basis and without assuming those obligations normally attendant upon legal collective bargaining. Nothing herein shall restrict the employees right to informally raise issues with the employer.

SECTION 3: While it is not possible to anticipate or detail in this agreement all of the rights and prerogatives that the employer retains and reserves, the following list is illustrative: the employer exclusively retains and reserves the rights to: exercise all rights normally exercised by employers and not expressly limited herein: select employees for hire, determine manning requirements, schedule work, determine the duties required by employees in any classification, subcontract all or part of its work or functions, transfer, layoff, recall, put employees on administrative leave of absence status with or without pay, determine the nature and extent of services that are to be performed, regulate the use of equipment, and facilities, make and enforce reasonable work rules, discontinue operations, and take such measures as management may consider to be reasonably necessary to the orderly, efficient and economical operation of the fire department.

SECTION 4: In the event the employer decides to subcontract out unit work, the union shall be given at least one hundred and twenty (120) days notice before said decision is effectuated.
ARTICLE 6

EMPLOYEE RIGHTS

SECTION 1: Public employees shall have the right to form join and participate in or to refrain from forming, joining or participating in, any employee organization of their own choosing.

SECTION 2: Public employees shall have the right to be represented by any employee organization of their own choosing and to negotiate collectively, through a certified bargaining agent, with their public Employer in the determination of the terms and conditions of their employment. Public employees shall have the right to be represented, in the determination of grievances on all terms and conditions of their employment. Public employees shall have the right to refrain from exercising the right to be represented.

SECTION 3: Public employees shall have the right to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection. Public employees shall also have the right to refrain from engaging in such activities.

SECTION 4: Nothing in this part shall be construed to prevent any public employee from presenting, at any time, their own grievances, in person or by legal counsel, to their public Employer and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

SECTION 5: A union insignia is allowed to be worn on the uniform (small pin approximately one-half (1/2") inch in diameter).
ARTICLE 7

RULES AND REGULATIONS

SECTION 1: The employer retains its right to make and enforce reasonable rules and regulations concerning all aspects of the employment relationship, so long as such rules or regulations do not conflict with some expressed provision of this agreement.

SECTION 2: The fact that some condition or practice has prevailed at some time in the past shall not operate to prevent the employer from making rules or regulations governing the matter which do not conflict with expressed provisions of this agreement, and implementation of such changes shall not be hindered or delayed because of impact or effect. The bargaining over the impact may occur provided; the Union presents a timely demand identifying the impact to be negotiated. The parties understand and agree that their public service obligation is paramount of their singular interests, and that changes, which do not violate this agreement and which are positive as to the public interest are desirable.

SECTION 3: A rule or regulation which is not directly in violation of this agreement and which has an ascertainable relationship to the fire district's mission will be deemed reasonable.

SECTION 4: The employer will receive and consider suggestions from the union with reference to the promulgation of rules/regulations or implementation of changes to the existing rules/regulations; the final decision on said rules/regulations being solely in the employer's domain.

SECTION 5: When circumstances permit posting, any new rule or regulation shall be posted at all stations at least seventy-two (72) hours before its effective date.
ARTICLE 8
SHIFT EXCHANGE

SECTION 1: Employees shall have the right to exchange shift assignments, (swap time), as long as the change does not adversely effect the operation of the fire department, provided the Fire Chief or his/her designee has been notified in advance and approves the exchange. Approval will not be withheld unreasonably. (Example, Medic for Medic)

SECTION 2: Employees exchanging shift assignments shall repay said exchange, and all time shall be worked time for worked time. The two employees who have exchanged shifts are responsible for making sure the time is paid back.

SECTION 3: During normal day-to-day operations, employees may work 48 consecutive hours; after this time limit, the employee will not work until he/she has been off duty for 24 hours. Exception: to cover shift change, and swap time not to exceed 2.5 hours in the 24-hour period. The Fire District shall not order employees to work, if the employees have dedicated themselves to work for another employee. It is the responsibility of the Fire District and the employee contacted to determine if they will exceed the 48-hour time frame.
ARTICLE 9
VACANCIES/PROMOTIONS

SECTION 1: It is the policy of the employer to promote from within. However the employer is not obligated to do so and may fill vacancies from outside. For promotion purposes; time in grade begins at the point of full-time employment. However, Relief/Part-Time employees will be used to fulfill manning requirements as needed. The District has the right to create a promotion list which may be used to promote personnel for six months following a promotion test. In the event personnel fail to qualify and promote under this article, the Fire Chief may fill the vacancy as needed. However, those who are promoted and do not possess the education qualification as listed below, must complete those qualifications within one year. Years of service are excluded. Demotions due to the failure to complete those qualifications within the required time period shall not be subject to the grievance and arbitration procedure.

SECTION 2: District requirements for positions above firefighter.

1. Requirements for Engineer are:
   
   A. Three (3) consecutive years of service as a full-time firefighter with the department.
   
   B. Successful completion of Florida Pump Operator Certification.
   
   C. Pass a written exam and Pass a practical assessment as designed, administered, and scored by three (3) Officers selected by the Fire Chief.

2. Requirements for Captain are:
   
   A. Six (6) consecutive years of service as a full-time firefighter with the department and hold the rank of Engineer.
   
   B. State certification as a Fire Officer 1 or possess a two-year degree in a management or fire related field. Possess a State of Florida certificate for Pump Operator and a State of Florida certificate for Hazardous Materials Technician.
   
   C. Pass an assessment center as designed, administered, and scored by three Officers selected by the Fire Chief.

SECTION 3: Applicants who have successfully met the requirements in Section 2 above shall be scored based on the following points:
1. One (1) point for each year of service with the Fire District with two (2) additional points for every five (5) years of service with the District.

2. The following points schedule will apply:

   A. Nine (9) points for two-year degree in Fire Service or Management related field, excluding medical degree where paramedic would be considered the majority of the degree. An additional three (3) points will be allowed in this case.

   OR

   B. Twelve (12) points for a four-year degree in Fire Service or Management related field.

   OR

   C. Fifteen (15) points for a Masters degree in Fire Service or Management related field.

   D. Three (3) points for any Florida Fire College Certification such as FO1, FOII, Pump Operator, Haz-Mat Tech.

   E. Two (2) points for Florida Registered/Licensed Paramedic.

   F. Two (2) points for Membership on any Specialty Team (MARC, LTRT, Haz-Mat)

   G. One (1) point for any Specialty Team Related class with the exception of Haz-Mat, Haz-Mat will be covered under "D" above.

3. Assessment center score, as applicable.

4. The Fire Chief will have a maximum of ten (10) points, which may be given to each candidate.

5. In the event of a tie, time in grade will prevail.

Applicant(s) with the highest total score after completion of section 3 shall receive the promotion.

SECTION 4: Anytime an employee accepts a promotion to any position within the bargaining unit, they shall be on probation for the first nine months in the new position. At any time during the nine month probation period, the employee may be demoted without recourse to the grievance-arbitration procedures provided they are returned to their previous rank, appropriate step and without loss of seniority. Probation may be extended to one year as necessary.
SECTION 5: The District will provide a 30-day notice for all assessment centers or tests. The Fire District will not be responsible for supplying study material for promotions.
ARTICLE 10

PERSONNEL FILES and DISCIPLINARY LETTERS

SECTION 1: Employees access to personnel files will be governed by the laws of the State of Florida relating to public records and OCW policy 1.11.

SECTION 2: The personnel records of employees in the unit, like all other records maintained by the Fire District, are the property of the Employer. The Employers right to place materials in its files is unrestricted. The age of any letter or reprimand in a personnel file shall be a matter of relevancy as to further discipline or discharge, if based in whole or in part on such letter. However; in disciplinary cases the Employer shall not consider letters of reprimand which are over one (1) year old unless such letter(s) relates to prior similar conduct or where a clear pattern of misconduct is evidenced by such letters, which conduct is relied upon in suspending or terminating the employee.

SECTION 3: Written reprimands and other materials considered detrimental to an employee which are placed in their personnel file will first be presented to the employee for signature. The employee is obligated to sign the document and that signature will only be considered an acknowledgment that the employee has seen the document and does not indicate that they agree with or approves the document. Employees may have a copy of any document in their personnel file upon request.
ARTICLE 11

DISCHARGE

SECTION 1: During the first year of their employment with the department all employees are considered to be probationary, meaning in part that they are subject to discipline, up to and including dismissal, without recourse to the grievance procedure. The probationary employee shall receive a supervisor's performance evaluation every sixty (60) days with a recommendation to maintain or release the employee. The final evaluation will be at the end of the one (1) year period, with the same recommendation.

SECTION 2: In any grievance involving a discharge, either the Union or the Fire District may, upon written notice, require the grievance to go directly to arbitration without going through the preliminary steps in the Grievance Procedure.

SECTION 3: It is agreed and understood that all conditions or circumstances warranting discharge cannot be anticipated or detailed in an agreement such as the instant one. The following list of causes, which shall be conclusively deemed just reasons for severance of the employment relationship, is illustrative but not exclusive:

1. Drinking or being under the influence of intoxicants, narcotics, controlled substances or hallucinogens during duty hours.
2. Dishonesty.
3. Fighting on-duty or in uniform.
4. Insubordination.
5. Deliberate violations of a publicized employment rule or regulation.
6. The use of profanity or obscene language in addressing supervisory or managerial personnel in a disrespectful manner.
7. Proven substandard work performance.
8. Repeated failure to abide by prescribed standards as to personal appearance, sanitation or safety.
9. Any physical condition which impairs the employee's ability to perform the duties of their job at a satisfactory level on a regular basis or for a projected period of time exceeding nine (9) months.
11. Having one (1) or more unreported absence or unexcused absence, or a combination of both, during a period of one (1) year.

12. Unauthorized use of Employer property.


14. Excessive use of unexcused sick leave or abusive use of PTO for sickness.

15. Dereliction of duties.

**SECTION 4:** Other than as outlined above discipline may be of a progressive nature.

**SECTION 5:** The District, as the employer, retains its right to impose disciplinary action other than termination for just cause including, but not limited to, suspension with or without pay. Any employee subjected to discipline pursuant to this section shall be placed on probationary status for a period of one (1) year.

**SECTION 6:** If an employee is absent without authorized leave for seven (7) or more consecutive days, the employee shall be considered to have abandoned the position and voluntarily resigned from the District.
ARTICLE 12
ACCESS to PREMISES

SECTION 1: The Union and its representatives, attorneys, agents and persons acting on its behalf shall have access to the Employer's premises and work locations and property, real and personal, on the same basis and subject to the same rules, policies and limitations as the Employer shall observe with regard to members of the general public.
ARTICLE 13
OUTSIDE ACTIVITIES

SECTION 1: Employees shall at all times bear in mind that they are seen by the general public while off duty as well as while on duty, as personnel of the District. They shall, at all times, conduct themselves in such a manner as to bring no discredit, directly or by association, upon the District, and so as to cause no unfavorable publicity to the District.

SECTION 2: Employees accepting employment with any other employer while employed by the Ocean City-Wright Fire Control District shall do so only as long as the employment is not a conflict of interest. Employee’s shall bear in mind the primary employer is the Fire District, it shall take precedence over any other employment or activities, and the employees SHALL arrange their affairs accordingly.

SECTION 3: Employees accepting employment with any other (including self employment) while employed by the Fire District shall notify the Fire Chief in writing with a description of his/her duties.

SECTION 4: When employees are injured off duty, they will be required to have a release back to work. If treatment is by a hospital emergency room and the patient release form does not indicate a follow up with a family doctor or other physician, the release date on the emergency room form shall be accepted.

SECTION 5: No member of the bargaining unit may work at any outside employment, while said employee is on FMLA leave, Sick leave, Catastrophic leave, PTO when calling out sick or while on workers compensation.
ARTICLE 14

MANNING REQUIREMENTS

SECTION 1: The employer shall maintain three (3) paid Firefighters at all stations. In the event departmental manning drops below this number, the Department will utilize part-time employees (Exception of Officer) or pay overtime to fill the positions as needed. The District will offer overtime based on the needs of the District. In the event the District cannot fill an overtime slot, an employee will be required to work.

SECTION 2: The Districts will allow (2) employees per shift to utilize personally accrued paid time off (PTO), educational leave, military leave, sick leave or catastrophic leave time during the same shift. Management retains the right to determine manning as dictated by departmental mission requirements.

SECTION 3: The Inspections Division will be manned as needed to meet mission requirements.
ARTICLE 15

COURT LEAVE

SECTION 1: The employer shall grant leave with pay to an employee for the period of time they are subpoenaed to appear before a court, judge, justice or magistrate for any matter arising directly out of their employment or in a circumstance where they are subpoenaed by the states attorney in a criminal matter arising out of their employment.

SECTION 2: Leave with pay will not be granted for any proceedings involving employee discipline, arbitration cases, PERC cases, workers compensation cases, unemployment compensation cases or any case where one (1) unit employee or the union subpoenas a unit employee.
ARTICLE 16

SENIORITY

SECTION 1: Seniority is defined as continuous service with the Fire District and is that time actually spent on active payroll plus those periods specified in section 2 of this article. The seniority date shall be an employee’s last date of hire and it is agreed that the seniority provisions of this agreement shall not apply to employees who have not completed their probationary period, however; upon the satisfactory completion of their probationary period the employee will be entered on the seniority list as of the original date of hire.

SECTION 2: In computing an employee’s seniority, the following periods of time shall be computed:

1. Approved Leaves of Absence.
2. Any Holiday Recognized in this Agreement.
4. Periods of Temporary Lay-Off for a Regular Employee up to Two (2) Years.
5. Periods of Illness or Accident up to One (1) Year.
6. Periods of Service in the Armed Forces of the United States.
7. Pregnancy.

SECTION 3: Unless otherwise stated, an employee shall be terminated and shall lose all accumulated seniority if:

1. They voluntarily quit with or without giving prior notice to the Fire District.
2. They are discharged for just cause.
3. They have been continuously laid-off for a period of more than two (2) years.
4. They fail to return to work within one hundred twenty (120) hours after receipt of notification to return to work by certified mail or telegram at their last known address shown in the Fire District’s records.
5. They fail to return to work at the end of any period specified in section 2 unless the employee has notified the Fire Chief of their availability to return and the Fire Chief agrees to extend the employee’s absence from work.
SECTION 4: Prior Fire District employees, who have lost their accumulated seniority and are subsequently re-hired by the Fire District, shall be considered as "new employees" for all purposes under this agreement.
ARTICLE 17

GRIEVANCE and ARBITRATION

SECTION 1: The function of this Article is to assist in the administration of this agreement, but not to add provisions to or change the provisions of the existing agreement. A grievance is defined only as any charge of a violation of a specific term of this agreement, subject to any exclusions appearing in other articles of this agreement. The definition of a grievance herein shall be strictly construed. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of Union members.

SECTION 2: Whenever a grievance as defined above, shall arise between the Fire District and the Union, the grievance shall be handled as follows:

Step 1: Within five (5) working days of the act or event, which gives rise to the grievance, or within five (5) calendar days of the date the grievant first became aware of the event, the grievance shall be submitted in writing to the Fire Chief. The written grievance shall state the nature of the grievance, the act or acts complained of and when the act or acts occurred, the identity of the employee(s) who claim to be aggrieved, the precise article, section and/or subsection of the agreement claimed to have been violated and the remedies sought. The Chief shall provide a written response to the employee(s) within five (5) working days.

Step 2: If the grievance is not settled in Step 1 above, and within ten (10) working days of receiving the Fire Chief response, a Union representative, and grievant(s) may meet with the Fire Chief in attempt to discuss settlement of the grievance. If the grievance is not settled, subject to the provisions of section 2. The grievance may be submitted to arbitration by the Union.

SECTION 3: The Fire District shall at all times have the right to require unit employees to divulge to it any information or knowledge, direct or secondary, that they may have concerning any aspect of the employment relationship between the Fire District any employee concerning any investigations relating to grievances or verbal complaints and suggestions, to the end that the Fire District shall be able to fully and completely evaluate all such matters and shall be able to carry out all of its functions on the basis of the best information available. Failure of an employee to cooperate in such an investigation may result in discipline.

SECTION 4: Arbitration proceedings must be initiated by the serving of a written request for arbitration by the Union within ten (10) days of the meeting held in step 2 above.
SECTION 5: As soon after the request for arbitration is served, the Union shall request Federal Mediation and Conciliation Service (FMCS) to supply the parties with a panel of seven (7) arbitrators. Within five (5) days after the receipt of such panel, the parties will meet or confer by telephone to select the arbitrator. If unable to agree on the arbitrator, the Union and the Fire District shall each have the right to strike three (3) names from the list and the name remaining shall be the arbitrator. The party grieving shall strike first.

SECTION 6: Issues of arbitrability shall be bifurcated from the substantive issues and will be initially decided by separate arbitrator who is selected pursuant to the process outlined in section 5. Whenever possible, issues of arbitrability will be determined by means of hearing conducted by conference call. The arbitrator shall have twenty (20) days to render a decision on arbitrability.

SECTION 7: No matter shall be accepted by the arbitrator as arbitrable unless the grievance contends that a specific section of this contract has been violated. Only grievances, which have been filed in writing and processed in accordance with the time limits as set forth in sections 1, 2, and 4 above shall be subject to arbitration. Failure to meet said time limits shall be conclusively deemed to be abandonment of the grievance. However, any time limit provided in this Article may be extended by mutual agreement of the parties. All time limits exclude Saturday, Sunday and Holidays.

SECTION 8: The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence as soon as is practicable. The arbitrator shall issue a decision within forty-five (45) days of the close of the hearing or submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as modified by the provisions of this agreement, the arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

SECTION 9: The arbitrator selected or appointed shall decide the dispute and such decision shall be final and binding upon the parties. The arbitrator shall not have the power to amend, modify, alter or subtract from this agreement or any provision thereof. The cost of arbitration, including the arbitrator’s fee, shall be borne equally by the parties, except that either party desiring a transcript shall pay for it and each party shall bear the cost of preparing and presenting its own case.

An arbitrator’s award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.
SECTION 10: The Union will not be required to process non-union members grievances. Union representatives may process grievances on non-scheduled work time unless the Fire Chief permits processing of a specific grievance during working time.

SECTION 11: No complaint or grievance resolved at either Step 1 or 2 shall constitute a precedent for any purpose unless agreed to in writing by the parties.

SECTION 12: The filing or pendency of any grievance or arbitration proceedings under this Article shall not operate to impede, preclude, or delay the District from taking the action complained of.

SECTION 13: It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, the Grievant requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the District shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure.

As an exception to this provision, a grievant may file a charge with the EEOC or FCHR while the grievance is in progress when such filing becomes necessary to meet state and/or federal filing deadlines. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the District’s response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

SECTION 14: A grievance which has been filed at Step 2 and on which no action has been taken by the Grievant or the Union for sixty (60) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.
ARTICLE 18
PERSONNEL REDUCTION

SECTION 1: In the event of a reduction in force, the employer will consider a number of relevant factors in determining selections for layoff. The public interest being of prime importance. Factors to be considered include:

1. Training and experience.
2. Employees overall performance record.
3. Seniority.

As between two (2) employees, if one (1) and two (2) above are relatively equal, then seniority shall prevail.

SECTION 2: Recall will be in reverse order of lay offs. No new bargaining unit employees will be hired by the District until all laid off members of the bargaining unit are offered recall.

SECTION 3: Before any lay off begins under section 1 above, the employer shall first contact the union and the parties shall make every reasonable attempt to devise a plan, which will avoid a lay off. If the parties cannot reach an agreement on such a plan, then section 1 above will be utilized to effectuate the lay off.
ARTICLE 19

WORKING OUT OF CLASSIFICATION

SECTION 1: Any employee working out of classification one rank above the position he/she normally holds within the Bargaining Unit for eight (8) consecutive shifts, shall receive an 8% increase in base pay.

SECTION 2: Pay will be retroactive to the first day.
ARTICLE 20
FACILITY SANITATION, MAINTENANCE and UPKEEP

SECTION 1: The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire stations. The Employer furthermore agrees to supply all items necessary to maintain satisfactory conditions of all quarters within all of the fire stations.
ARTICLE 21

AMENDMENTS and SUPPLYING AGREEMENT

SECTION 1: This agreement shall be prepared by the Employer and supplied to the Union by placing it on the mass storage device within thirty (30) working days after final ratification. The District will also provide (1) one printed copy for each station.

SECTION 2: All amendments of this agreement shall be numbered or lettered, dated and signed by the responsible parties and shall become a part of this agreement.
ARTICLE 22

PENSION and RETIREMENT

SECTION 1: The District agrees to provide a Defined Benefit Plan (Chapter 175 Local Law Plan) for all eligible State Certified Firefighter employees and to continue the Defined Contribution Plan (457) currently in place for all other employees.

SECTION 2: The employees shall contribute 7% of their pay to the plan they participate in. The employer shall contribute to the Defined Benefit Plan the percentage amount of pay necessary as determined by an actuary to keep the plan financially sound. However, this amount will not go below that which the Employees contributes. For employees in the Defined Contribution Plan, the employer shall contribute 15% percentage of base pay for those employees. Those who are participating in the Defined Benefit Plan may voluntarily participate in the Defined Contribution Plan. However, the District will NOT contribute to more than one plan per employee.

SECTION 3: Defined Benefit Plan: Current employees who were hired prior to October 1, 2014 will receive a 3% multiplier for each year of credited service. Annual final compensation will be calculated on total annual salary. For those who are hired after October 1, 2014 the benefit will consist of a 3% multiplier for each year of credited service. Employees must have 10 years of service to become vested in the plan. Annual final compensation will be calculated on base pay plus Paramedic or EMT incentive.

SECTION 4: It is agreed, any and all excess state funds shall be used to pay down the existing Unfunded Actuarial Liability of the District’s Pension Plan, as permitted by law.

SECTION 5: All new employees that qualify for the Defined Benefit (Chapter 175) Plan must participate in this plan.
ARTICLE 23

INSURANCE

SECTION 1: The Employer shall pay one hundred percent (100%) of the cost of the premium for the employee’s medical coverage (insurance). The employer shall pay sixty-five percent (65%) of the cost of the dependent coverage for employees who elect to have such coverage. Insurance coverage shall be solely within the District’s domain to choose which company offers the best coverage that is within the District's economical allowances.

SECTION 2: The Employer shall provide a minimum of thirty five thousand ($35,000.00) life insurance protection for each paid employee. The Employer shall pay one hundred percent (100%) of the total cost of the premium.

SECTION 3: The Employer shall pay one hundred percent (100%) of the cost of the premium for the employee’s dental insurance coverage. The dental plan will be selected and provided by the department for employees only.

SECTION 4: The Employer shall offer a health insurance stipend in the amount of $60.00 per pay period to eligible employees who choose to opt-out of the health insurance plan. Eligible employees will only be permitted to opt-out if he or she has proof of health insurance coverage through any other qualifying source.
ARTICLE 24
EDUCATION

SECTION 1: Employees, after one year of service with the Department, shall acquire each year in October, 120 hours of paid time off at their basic rate of pay to attend fire service related higher education courses. Employees, who have been placed on probation as a result of disciplinary action, will not be allowed to use the benefits of this article until the probationary period has expired. Education leave which had been approved prior to such disciplinary action will not be affected.

SECTION 2: Educational leave will be considered equal to (PTO) paid time off in its administration that only two people are allowed scheduled time off at one time. However, in the event an employee calls out sick, education leave will be cancelled if it creates overtime.

SECTION 3: Employees may elect to attend approved fire service or medical service related courses by one of the following methods:

A. Educational Leave for attendance at the Florida State Fire College, National Fire Academy or other locations outside the immediate geographical area. (Geographical area being that of Escambia, Santa Rosa, Okaloosa, Walton or Bay Counties of North West Florida)

OR

B. Employees may attend approved classes in the local geographical area (Escambia, Santa Rosa, Okaloosa, Walton or Bay Counties of North West Florida) at no loss of overtime or use of educational leave under the following conditions:

1. Time off cannot exceed 12 hours, including travel time.
2. Manning does not drop below 3 personnel per station
3. Qualified people must fill the appropriate positions of officer, driver and firefighter
4. The requesting employee is responsible to assure these conditions are met
5. Cannot create an overtime situation
6. The Shift Officer approves of the request
(Abuse of this section would prohibit the individual from these privileges by requiring them to apply for educational leave. Example would be attending a four-hour class at OWC Niceville campus and being away from duty for six hours)

The employee may use educational leave to attend “local” classes to assure time off as indicated in Section 2 above.

SECTION 4: Employees who are enrolled in approved fire service courses, seminars or other related course work in pursuance of a degree, are required to receive a passing grade of "C". Failure to receive a passing grade will require the employee to pay back the tuition paid by the Fire District.

SECTION 5: $14,000.00 will be placed in the training fund each fiscal year for employee use on a first come-first enrollment basis, these funds will not be carried forward to the next budget if not used. Employees are required to complete the proper request form which must be approved by the Fire Chief. No employee will receive more than $750.00 per semester. Funds will not be held for any employee, employees will be granted funds at the time of enrollment. Members who have other sources for college tuition must exhaust those sources prior to using the training funds, I.E., VA AND PELL GRANTS. The District will provide initial tuition assistance for those who use other sources of college tuition. This assistance will be reimbursed to the District upon receipt of funds. Tuition assistance will apply to tuition and lab fees only. However, the District will pay for books related to the Paramedic class as long as the books remain the property of the District. Book codes will be used if available. All other requested course material and registration fees will be at the expense of the student.

SECTION 6: Any employee who is required by the employer to use their private vehicle for departmental business or schooling will be reimbursed at the rate of forty-eight (.48) cents per mile.

SECTION 7: Employees who use the educational assistance program and leave employment with the District will be required to reimburse the District according to the following appropriate schedule. Employees who leave employment due to a medical issue are exempt from reimbursement.

A: For general Fire Service related courses, Emergency Medical Technician and any other associated degree courses:

1. From course/class completion through 365 days 100%
2. 366 days through 730 days 50%
3. Employees with fifteen (15) years of continuous service with the District are exempt from reimbursement

B: For Paramedic or Firefighter Standards:

1. From course completion/certification through 365 days 100%
2. 366 days through 730 days 75%
3. 731 days through 1,095 days 50%
4. 1,096 days through 1,460 days 25%
5. There is no exemption for reimbursement for Paramedic or Firefighter Standards
ARTICLE 25

SICK LEAVE

SECTION 1: Sick leave will terminate as those who have such separate from service. Employees will no longer be offered sick leave. Paid Time Off (PTO) Article 26 will be replacing this article. (Both articles 25 and 26 should be used together to avoid confusion).

SECTION 2: Sick Leave shall be used as needed for sickness, only by the employee earning such leave. The trading, transferring or giving away personal earned sick leave is prohibited.

SECTION 3: Any employee using sick leave shall notify the Shift Chief of the illness on the first day of sick leave prior to 0630 hours.

SECTION 4: Regardless of circumstances shift employees will be required to have a doctor’s excuse upon returning to work if out sick for two (2) shifts. Forty (40) hour employees will be required to have a doctor’s excuse before returning to work after being out sick for three (3) days. All injuries shall require a Doctor’s release for duty.

SECTION 5: Employees will receive payment of sick leave upon separation of service by way of resignation, retirement or death at a rate up to a maximum of two hundred and fifty (250) hours at ten (10) years of service, three hundred and seventy-five (375) hours at fifteen (15) years service and five hundred (500) hours at twenty (20) years service. Forty (40) hour employees shall receive a maximum of eighty-three (83) hours at ten (10) years of service, one hundred eleven (111) hours at fifteen (15) years of service and one hundred sixty-six (166) hours at twenty (20) years of service. Discharged employees will receive no payment. Employees with less than ten (10) years service will not receive sick leave payable upon resignation or retirement. Employees with less than ten (10) years will receive payment of accrued sick leave up to two hundred and fifty (250) hours if killed in the line of duty.

SECTION 6: An employee who tenders their resignation is prohibited from using sick leave for the remainder of their employment. Any time off, not including the use of accrued vacation, will be without pay.
ARTICLE 26

Paid Time Off (PTO)

SECTION 1: Each employee shall be eligible for Paid Time Off beginning their first day of service, in accordance with the following schedule:

- Shift personnel will receive 13 hours of leave per pay period.
- Forty (40) hour personnel will receive 7 hours of leave per pay period.

SECTION 2: Paid Time Off (PTO) can be utilized for vacation time or sick time off with pay. (However, it is the employee’s responsibility to inform the Officer in charge which leave balance the employee desires to use when calling out sick, sick leave if available or PTO). Employees are required to notify the on-duty shift office no later than 0630 when calling out sick. Employees will provide 72 hours notice when requesting Paid Time Off for the purpose of vacation time off with pay. Employees may accumulate and carry no more than 500 hours of Paid Time Off.

SECTION 3: Employees using PTO for sickness shall supply a written doctor's excuse when off for two consecutive shifts or when returning from an injury.

SECTION 4: Paid Time Off will be at the employee's regular rate of pay.

SECTION 5: Paid Time Off is a individual benefit to be used only by the employee earning such time. The trading, transferring or giving away earned vacation time to another employee will not be permitted.

SECTION 6: Employees may request Paid Time Off (PTO) up to 180 calendar days prior to start date of vacation.

SECTION 7: Employees will receive payment of Paid Time Off upon separation of service by way of resignation, retirement or death. Payment will be calculated based on the employee’s base rate of pay.

SECTION 8: Employees may use PTO or Sick Leave if available for family illness. Employee may not use more than twelve (12) hours without a documented reason unless the employee is a single parent or the spouse is ill.
ARTICLE 27

COMPASSIONATE LEAVE

SECTION 1: Employees will be given ninety-six (96) hours per calendar year for shift personnel, 56 hours for forty (40) hour personnel to attend a funeral in the employee's immediate family. If additional time off is needed, the employee may use sick leave or vacation leave. Immediate Family is defined as: spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandchildren, and grandparents. For a funeral more than three hundred (300) miles from the Fire District, the employee shall be allowed necessary time off for travel purposes. Travel time shall be granted upon request of the employee when, in the employer's judgment, such additional time is warranted.

SECTION 2: If a family death involves the employee’s spouse, child or parent the leave may be extended at the discretion of the Fire Chief.
ARTICLE 28
CONTINUING CONDITIONS

SECTION 1: Family and friends are allowed to visit the stations between 5:00 p.m. and 9:00 p.m. Visitors are allowed to bring extra uniforms or other needed items during the day before 5:00 p.m. However, visitors are not allowed to disrupt the other employees.

SECTION 2: Employees may leave early if relieved by oncoming personnel, after approval from the Shift Chief.

SECTION 3: The District will furnish all beds, mattresses, and lockers for shift personnel.
ARTICLE 29
NO STRIKES, LOCKOUTS-INTERFERENCE WITH OPERATIONS

SECTION 1: The Union does not assert and will not assert or advocate any right of unit employees to strike, slowdown, or otherwise hinder the employer's operations, and agrees that such actions should be discouraged by strong contract language.

SECTION 2: The parties cognizant of all laws, regulations, directives and rules directed to the prevention of work stoppages or slowdowns by public employees in Florida.

SECTION 3: The employer shall have all rights and remedies provided to it in this agreement and this Article, in addition to, and not in lieu of, all other rights and remedies inuring to its benefit from any source whatsoever.

SECTION 4: For and in behalf of each and every employee in the bargaining unit, the union agrees that there shall not at any time be any strike, slowdown, work stoppage, hindrance, or interference with work or operations, or any form of concerted refusal to work or cessation of work, by the Union or any employee in the bargaining unit for any reason whatsoever, including but not being limited to, violations or claimed violations of this agreement, or unfair labor practices, claimed or actual.

SECTION 5: The employer will not engage in any lockout of employees, meaning a refusal to permit the unit employees as a group to work in aid of a bargaining position or in support of any employer position as to wages, hours and working conditions.
ARTICLE 30

PROTECTIVE CLOTHING AND EQUIPMENT

SECTION 1: The Employer shall continue to furnish and maintain at no cost to the employee all respiratory apparatus, individual SCBA air masks, gloves, helmets, coats, pants, boots, and any other safety or health equipment required by statute or applicable agency rule.

SECTION 2: The unexplained loss and/or obvious abuse to issued protective clothing and equipment will be replaced at the employee's own expense. The safe guarding of department issued equipment/clothing is the responsibility of the employee to which it is assigned.

SECTION 3: Employees will reimburse the District for any equipment that is damaged or destroyed because the employee's misuse or malfeasance. However, employees will not be expected to pay more than the Districts insurance deductible. Excluding the first offence which shall consist of a written reprimand.
ARTICLE 31
HOLIDAYS

SECTION 1: The following holidays shall be recognized:

1. New Years Eve
2. Memorial Day
3. Labor Day
4. Thanksgiving Day
5. Christmas Day
6. New Years Day
7. 4th of July
8. Veterans Day
9. Christmas Eve
10. Martin Luther King Day
11. Presidents Day

SECTION 2: Holiday pay shall be computed by the following manner: shift personnel shall be compensated at a rate of one and one-half (1&1/2) times their regular rate. Personnel working the majority of the holiday will receive the full 24 hours of holiday pay. (Christmas...0700 Christmas morning thru 0700 following day). Forty (40) hour personnel, if the holiday falls on a Saturday then it will be observed on Friday or the following Monday with pay. All holidays will be observed on the day established by the federal government.

SECTION 3: Employees will not be allowed to take more than one Major holiday (Christmas, Thanksgiving) off during the same year, unless every employee on shift has been offered the holiday off and declined the opportunity. Employees will rotate the opportunity to take the holiday each year, no employee will be allowed to take the same holiday each year until all personnel have had the opportunity to enjoy the holiday.
ARTICLE 32

HOURS

SECTION 1: Fire suppression employees shall work three (3) platoons, twenty-four (24) hour shifts. The twenty-four (24) hour shift shall commence daily at 07:00 a.m. hours and continue through 07:00 a.m. hours the following day. Daily employees down time will be at the discretion of the Shift Chief.

SECTION 2: The Fire Inspector(s) shall work an eight (8) hour shift and a forty (40) hour week.

SECTION 3: All employees shall receive a one (1) hour lunch from 11:00 a.m. to 12:00 noon unless a work assignment results in it being changed on a given shift. Employees will also receive two (2) fifteen (15) minute breaks each day which will be set in advance or taken with the approval of the station officer.

SECTION 4: Management reserves the right to make mandatory station changes to meet the minimum requirements or any other unforeseen event that might require a station change of an employee.
ARTICLE 33

WAGES and BASIC RATE OF PAY

SECTION 1: All employees will be paid on a fourteen (14) day pay period. All wages will be paid in the form of direct deposit to a bank of the employee’s choice. The District will only deposit to one account per employee. Pursuant to law, the District will change an employee’s account two times in a one year period, additional changes will be allowed, however the employee will be required to pay a twenty-five (25) dollar service charge. It is the employee’s sole responsibility to keep the District’s Financial Administrator informed of any banking account changes. The District will not be held liable for inaccurate information provided by the employee or banking facility. Upon changing of accounts ample time will be allotted for transitional paperwork to be completed and processed.

SECTION 2: During the term of this agreement, upon the employee’s even year anniversary date, a pay increase of 3% will be effective the following pay period. Such increases will expire on midnight of September 30, 2021. Each employee who actively participates and trains on one or more of the following special teams, HAZMAT, LTRT and MARC, will receive one payment each year in the amount of five hundred dollars ($500.00) which will be applied the first pay period of December. A commitment form will be required for this incentive. Following the expiration of this agreement, the pay increases set forth in this Article will be subject to negotiation and therefore shall not constitute the status quo.

SECTION 3: Effective the first pay period in October of 2018, each employee will receive a one-time pay adjustment. Twenty-four (24) hour line employees will receive a pay increase of one dollar ($1.00) per hour. Bargaining unit employees who work forty hours per week, will receive an increase equivalent to three thousand dollars ($3000.00) annually.

SECTION 4: Promotional increases will be based on 8% of base pay or the starting pay of the appropriate rank, whichever is greater.

SECTION 5: The starting pay by rank:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Captain</td>
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</tr>
<tr>
<td>Inspection Captain</td>
<td>$19.50</td>
</tr>
<tr>
<td>Fire Engineer</td>
<td>$15.00</td>
</tr>
<tr>
<td>Inspection Lieutenant</td>
<td>$16.00</td>
</tr>
<tr>
<td>Firefighter</td>
<td>$12.25</td>
</tr>
</tbody>
</table>

SECTION 6: The basic rate of pay equals annual salary divided by 2916 hours for shift employees and 2080 hours for forty (40) hour employees.
ARTICLE 34
UNIFORM ALLOWANCE

SECTION 1: Shift employees shall receive an initial issue of three (3) T-shirts, two (2) uniform shirts, two (2) Polo style shirts, two (2) pair of uniform pants and two (2) pair uniform shorts. Fire Inspectors shall be issued three (3) T-shifts, four (4) uniform shirts and four (4) pair pants. These uniform items (pants and shirts) will be replaced on an as needed basis due to fair wear and tear. Employees may purchase additional department T-shirts at their own expense.

SECTION 2: The maintenance of the uniform is at the employee's expense. Weight gain will not be considered fair wear and tear and thus replacement uniforms will be at the employee's expense.

SECTION 3: Shorts must be worn with low top shoes and low cut socks; shorts may not be worn with a jacket.
ARTICLE 35

EDUCATIONAL DIFFERENTIAL

SECTION 1: In addition to the wage rates established by this agreement, the employer shall pay an additional $0.50 per hour above base hourly wage for certification as a Florida E.M.T. or an additional $2.65 per hour above base hourly wage for certification as a Florida Paramedic and any other educational incentives which are fully reimbursable by the State of Florida.

SECTION 2: Paramedic and EMT Incentive:

A. The Department will not be obligated to pay more than 15 Paramedics the incentive. All other Paramedics will receive the EMT incentive. In the event a Paramedic wishes not to perform as such, they may request in writing the opportunity to step down and forfeit their Paramedic incentive. The Fire Chief will select the next Paramedic to fill the vacant slot.

B. Paramedics will not receive any Paramedic incentive unless/until Okaloosa County has authorized the Paramedic to perform Advanced Life Support skills while working for the District.

SECTION 3: Emergency Medical Technicians

A. Employees with Florida EMT but uncertified as Florida Firefighter II will receive the base wage of firefighter according to the pay scale until such time as the employee achieves Firefighter II. At that time the employee will receive the EMT incentive.

SECTION 4: Employees may not collect both incentives.
ARTICLE 36

JOB RELATED MEDICAL LEAVE OF ABSENCE

SECTION 1: Employees unable to work due to a job-related condition shall follow Chapter 440 of the Florida Statutes. Sick Leave/PTO may be used until Workman's Compensation payments start. While the employee remains on workman's compensation the District will deduct from the employees accrued sick leave/PTO, on a bi-weekly basis, the amount of time needed to pay for employee elected benefits to the nearest full hour. FMLA, if applicable, will begin at the time of the job-related injury or illness.

SECTION 2: While on workers compensation, employees will not be considered for promotion.

SECTION 3: Employees shall not accrue PTO while on workers compensation. In the event the employee should exhaust their sick/PTO leave before returning to duty the employee will reimburse the District for the costs of the elected employee benefits. Should the employee not reimburse the District for elected benefits, the elected benefits shall be suspended. Seniority will continue to accrue.
ARTICLE 37

COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF

SECTION 1: An employee who resigns or is laid off shall be paid accordingly for all their accumulated Paid Time Off at the time of termination.

SECTION 2: Any employee terminated for disciplinary reasons shall receive no payment for accumulated Paid Time Off under this Article.
ARTICLE 38

OVERTIME AND CALL BACK PAY

SECTION 1: All overtime hours, which are approved by the Fire Chief, or his designee shall entitle the employee to overtime pay at the rate of time and one-half and are calculated based on the total number of hours actually worked within a pay period.

SECTION 2: Overtime will be dictated by the needs of the District.

SECTION 3: The District utilizes 106-hour per 14-day pay period for the purpose of calculating overtime. Due to the District’s 24 hours on, 48 hours off shift schedule, the number of hours an employee is scheduled to work fluctuates between 120 hours and 96 hours. If during a pay period an employee is only scheduled to work 96 hours, the employee will receive overtime pay for any hours worked in excess of 96 hours subject to the condition that the employee does not use leave time during that pay period.
ARTICLE 39

JURY DUTY

SECTION 1: While serving on jury duty an employee shall be permitted time off to perform their civic duty without loss of leave time or overtime. Upon their release from jury duty, the employee will be required to notify his supervisor and return for duty as compliant with their regular schedule.
ARTICLE 40

PERSONAL APPEARANCE

SECTION 1: The requirements for personal appearance are necessary to maintain uniformity within the department. All members of the bargaining unit will maintain a neat and orderly appearance while on duty. Employees will maintain good personal hygiene.

SECTION 2: Many hair styles are acceptable, as long as they are neat and conservative. Employees using dyes, tints, or bleaches must use a natural hair color.

SECTION 3: Sideburns are hair grown in front of the ear and below the point where the top portion of the ear attaches to the head. Sideburns will not extend below the top of the opening of the ear and will not be styled to taper, flair, or come to a point.

SECTION 4: Facial hair; employees shall be clean shaven with the exception of a neatly maintained mustache which shall remain 1/2 inch above the jaw line and be trimmed, taper and tidy as approved by the Fire Chief. This policy will be applied consistently toward each bargaining unit member.

SECTION 5: Cosmetics must be applied modestly and conservatively.

SECTION 6: All personnel shall keep their fingernails clean and neatly trimmed.

SECTION 7: Tattoos and brands are prohibited on the head, face, neck (anything above the t-shirt neck line). Tattoos and brands shall not be offensive, extremist, indecent, sexist, or racist.

SECTION 8: Jewelry shall be limited to one necklace, wedding ring and medical alert tags.
ARTICLE 41

PERFORMANCE EVALUATION

SECTION 1: Written performance evaluations will be conducted, as a minimum, annually during the month of June. New employees and promoted employees will receive evaluations every sixty (60) days until successful completion of the probationary period. Written performance evaluations may also be utilized when an employee performs in an exceptional manner or has proven substandard work performance. The purpose of the evaluation is to keep the employee informed as to their work performance.

SECTION 2: The evaluation will be in written paragraph form and should address the following areas: Job Understanding, Job Performance, Dependability, Cooperation and an Overall Performance. Rating will range from Unsatisfactory, Fair, Satisfactory, Good, or Excellent. This section should also address the employee's strengths, weaknesses and actions needed to improve Job Performance. The form will provide for Employee's Comments concerning the evaluation and the employee's signature. Each evaluation will contain the immediate Supervisor's signature and the Reviewing Officer's signature.

SECTION 3: The rank of Engineer will be the lowest rank that can conduct an Employee Performance Evaluation of a subordinate.

SECTION 4: All unsatisfactory ratings will be explained in writing and supporting counseling documentation maybe attached to the evaluation if available. Upon receipt of an unsatisfactory rating, the individual will be re-evaluated after ninety (90) days. Receipt of two (2) unsatisfactory ratings within a one (1) year period will be grounds for disciplinary action up to demotion or dismissal.
ARTICLE 42

EXTREME WEATHER

SECTION 1: It is readily recognized that emergencies may arise during periods of extreme weather. In an effort to maintain a high state of readiness during such periods, shift employees should not be required to perform physically strenuous, non-emergency duties outdoors. Extreme conditions are represented by temperatures below thirty-two (32) degrees Fahrenheit or above one-hundred (100) degrees Fahrenheit or wind chill factors below twenty (20) degrees Fahrenheit or heat indexes above one-hundred (100) degrees Fahrenheit. In addition, outdoor duties should not be performed under conditions of rain, snow or high winds. Such conditions increase the possibility of severe injury and/or illness. The Shift Chief will determine the type work and duties that may be performed by employees during extreme weather conditions.
ARTICLES 43

JOINT SAFETY and HEALTH

SECTION 1: It is the Employer’s and the Union’s intention and desire to obey the laws of the State of Florida with reference to matters of safety and health.

SECTION 2: The Union and the unit employees will at all times cooperate with the Employer in its efforts to comply with all of its legal obligations by reporting any unsafe conditions to management in a prompt and efficient manner.

SECTION 3: Employees and the Employer will use their best reasonable efforts to maintain all gear and equipment used by them in first class condition.

SECTION 4: The District and Union will establish a working Safety Council to set safety standards and establish a safety training program to identify areas that are potentially hazardous and to take corrective action. The safety council will meet quarterly, (every three (3) months), or as needed when other matters of concern arise. These meetings shall not be considered collective bargaining.
ARTICLE 44

CATASTROPHIC LEAVE

SECTION 1: At the Fire Chief or designee discretion, employees may be allowed to use catastrophic leave for major injuries and illness in accordance with law.

SECTION 2: Criteria required for catastrophic leave:

A. Employee has exhausted all PTO and (Sick Leave if applicable).

B. Employee must provide a letter from their physician describing the employee’s condition, estimated time before employee can return to work, and light duty status.

C. Upon submission of the physician’s letter, the Fire Chief or their designee at his discretion, may approve the use of Catastrophic Leave. Decisions will be made on a case-by-case basis, including whether the leave is an undue burden on the District.

SECTION 3: Employee will not accrue PTO while on Catastrophic Leave.

SECTION 4: Employees will be limited to 360 hours of Catastrophic Leave. The Fire Chief may extend the leave at his/her discretion.
ARTICLE 45

DURATION OF AGREEMENT

This agreement shall be effective as of October 1, 2018, after ratification by the employees in the Bargaining Unit and by the Employer. It shall remain in effect through midnight on September 30, 2021.

Any article in this contract may be re-opened for negotiations if both parties (Employer and Bargaining Unit) jointly agree in writing to do so.

This agreement shall automatically be renewed for one year unless either party shall have notified the other in writing at least ninety (90) days prior to the expiration date of the intent to modify the agreement.

Date Signed: 7/31/2018

For the Ocean City-Wright Fire Control District

For the Ocean City-Wright Firefighters Association IAFF, Local #2879

John Johnston, Chairman
Board of Fire Commissioners

Glint Cooper, President

William Lord, Fire Chief

Kevin Houston, Vice-President