

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF ORANGE CITY**



AND

**IAFF LOCAL 5375**



REPRESENTING

ORANGE CITY PROFESSIONAL FIRE FIGHTERS

**FISCAL YEAR 2023/24, 2024/25, 2025/26**

FINAL CONTRACT

**ARTICLE 1**  
**PREAMBLE**

1.1. This Agreement (hereinafter "Agreement" or "Contract") is entered into by and between the City of Orange City (hereinafter the "City") and Orange City Professional Fire Fighters, IAFF Local 5375 (hereinafter the "Union").

**ARTICLE 2**  
**RECOGNITION**

2.1 The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No. 2039 and that the City has the obligation to bargain solely and exclusively with the Union and/or its designees. All other persons not specifically included by the aforementioned certification shall be excluded from the bargaining unit and shall not be covered by the terms of this Agreement. The bargaining unit covered hereunder shall be as follows:

**INCLUDED:** All full-time employees of the City of Orange City in the classifications of Firefighter (EMT/Paramedic) and Fire Lieutenant.

**EXCLUDED:** Fire Chief, Deputy Fire Chief, Fire Battalion Chiefs, EMS Battalion Chief, Fire Marshal, Fire Inspectors, Volunteer Firefighters, and all other employees of the City of Orange City.

2.2 The Union recognizes that it has the obligation to bargain solely and exclusively with the City Manager and/or designees and that, while the Union may express its positions to the City's elected officials, the Union has the obligation to refrain from any bargaining with the City's elected officials.

**ARTICLE 3**  
**PROHIBITION OF WORK STOPPAGES**

3.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

3.2 Should there be any alleged violation of this Article, the Union shall promptly take appropriate action, within its authority, to remedy the situation, including publicly disavowing such action.

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

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

4.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management to manage and direct any and all of its operations, except as expressly limited or modified by a specific provision of this Agreement.

4.2 Accordingly, the City specifically, but not by way of limitation, reserves to itself and retains the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Fire Department, including merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City's good business judgment makes such curtailment or discontinuance advisable;
- B. Set minimum performance standards for service to be offered to the public, including minimum qualifications for positions;
- C. Change, modify or alter the composition and size of the work force;
- D. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- E. Change, increase, reduce, or combine job duties, tasks, or responsibilities for any job, so long as the duties, tasks, and/or responsibilities remain within the generic scope of fire services and medical response or transport services;
- F. Transfer, assign, schedule employees in positions within the organizational structure of the Fire Department; and, in the case of light duty, anywhere within the organizational structure of Fire Department, and if no light duty positions are available in the Fire Department, anywhere within the organizational structure of the City;
- G. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;
- H. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of the employee's assigned job duties, or as part of any periodic or routine physical, as allowed by law;
- I. Determine the number and types of positions as well as the number and types of positions in each classification in any plan which is or may be developed by the City;

- J. Lay off and/or relieve employees from duty due to lack of work, lack of funding or for other legitimate reasons;
- K. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- L. Contract and/or subcontract any existing or future work;
- M. Control the use of equipment and property of the City and determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment (including any equipment or property used in connection with contractual services);
- N. Determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- O. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations; and
- P. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

4.3 The above rights of the City are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management, except as expressly limited or modified by a specific provision of this Agreement.

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

4.5 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, inclement weather, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

4.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

**ARTICLE 5**  
**RULES AND REGULATIONS**

5.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City or the Department, and any amendments thereto, except as expressly superseded or modified by a specific provision of this Agreement.

5.2 Should the City or the Department amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's designee) at least fifteen (15) business days prior to implementation. Nothing herein shall restrict the City or the Department from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of fifteen (15) business days if operational necessity requires such earlier implementation.

5.3 Any matters set forth in City or Department rules, regulations, policies, procedures or operating bulletins which are not expressly and specifically addressed in this Agreement shall not be deemed to be incorporated by reference into this Agreement. The applicable City grievance and/or appeals procedures shall apply to any City or Department rules, regulations, policies, procedures or operating bulletins which are not expressly and specifically addressed in this Agreement, and bargaining unit employees may use the applicable City grievance and/or appeals procedures for such matters.

**ARTICLE 6**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

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

6.2 A "grievance" is a claimed violation of a specific written provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration. Nothing herein prevents both parties from having an informal discussion to resolve a grievance before filing a formal grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Fire Chief or his designee at Step 2, within the time period prescribed in Step 1. Those matters which are not covered or addressed by this Agreement and which have a separate grievance process established by City or Department policy (such as discipline, claims of discrimination, etc.) shall not be subject to this grievance procedure.

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

**STEP 1:** An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's Battalion Chief or designee within ten (10) calendar days of the occurrence of the event(s) or ten (10) calendar days from the date the grievant knew or should have known of the events which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Battalion Chief or designee shall forward a copy of the grievance to the Fire Chief. To be processed, the grievance at the first Step must be signed by the employee and must state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; (d) the names and addresses of all witnesses to the relevant events; and (e) the specific relief requested. The Battalion Chief or designee shall, within ten (10) calendar days after presentation of the grievance, render a decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Fire Chief, and Human Resources.

**STEP 2:** Any grievance which cannot be satisfactorily settled with the Battalion Chief or designee shall then be taken up with the Fire Chief or designee. The grievance as specified in writing in Step 1 above, shall be filed with the Fire Chief or designee within ten (10) calendar days after the Battalion Chief's response or the due date for the Battalion Chief's response in Step 1 above, whichever is earlier. The Fire Chief and/or designee shall meet with the grievant (whether it be an individual employee or the Union) and the Union representative and shall, within ten (10) calendar days after such meeting, render a decision on the grievance in writing, with copies to the Grievant (if an individual



employee), the Union, and the Human Resources Director.

**STEP 3:** Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the Fire Chief's response or the due date for the Fire Chief's response in Step 2 above, whichever is earlier. The City Manager or designee shall meet with the grievant and Union representative prior to issuing a decision, and the City Manager shall issue a decision in writing within twenty (20) calendar days after such meeting with copies to the Grievant, the Union, the Fire Chief, and Human Resources. The parties may extend this deadline by mutual agreement.

6.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the Union may submit its written notice of arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within ten (10) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at the appropriate Step of the grievance procedure. To the extent permitted by applicable law, the arbitration procedure shall be exclusively reserved to the Union.

6.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

6.6 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make a best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

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

construed by the arbitrator to supersede applicable state and federal laws.

6.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that a specific provision of this Agreement was violated. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

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

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

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

6.11 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.

6.12 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his own. Such fees and/or costs shall be borne by the individual.

6.13 Bargaining unit employees may grieve alleged violations of this Agreement under the Grievance and Arbitration procedure set forth herein, or challenge alleged violations of this Agreement through any other applicable method, but not both. Absent an agreement by the City to defer the challenge to arbitration, the initiation a proceeding outside of the Grievance and Arbitration procedure set forth herein to challenge alleged violations of this Agreement shall result

in the automatic withdrawal/bar to the grievance.

6.14 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any matters under this Agreement relating to probationary employees.

**ARTICLE 7**  
**DUES DEDUCTION**

7.1 Any member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City, may, by request in writing, have his/her membership dues, initiation fees, and uniform assessments in the Union deducted from wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be forwarded by the City to the Union within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or any liability for the improper deduction of dues within the bargaining unit. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to in good faith comply or attempt to comply with the provisions of this Article.

7.2 It shall be the responsibility of the Union to notify the City in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

7.3 Any member of the Union may revoke authorization for deduction of dues provided the member gives written notice to the City and the Union. Upon receipt of such notification, the City shall terminate dues deduction effective the first pay period which has not yet been processed by the City after receiving such notice of such change.

7.4 No dues deduction shall be made from a member's wages for any period where net pay is less than the amount of dues owed. Net pay shall mean earnings after the required deductions for federal taxes, social security, pensions, dental, health, and life insurance and any other ancillary benefits.

**ARTICLE 8**  
**UNION BUSINESS**

8.1 Unless provided otherwise herein, Union officers and Union representatives shall be paid by the City only when they perform assigned fire and rescue duties and/or work directed by the City. To the extent that employees wish to perform Union duties (such as negotiations, participating in grievance meetings, attending Union conferences, participating in arbitrations, etc.) during normal work schedules, they may utilize Paid Time Off (PTO) hours, shift exchange, or Union time pool hours.

8.2 Each member of the bargaining unit may shall have the right to contribute up to 24 hours of PTO hours to the Union Pool Time once a year in January by submitting a written authorization to the City.

8.3 Use of the Union Time Pool is subject to written approval by the Union President or Designee and with notification to the Fire Chief or Designee. The request of and use of the Union Time Pool shall be made by the Union President or Designee and shall only be used for Union business such as negotiations, participating in grievance meetings, attending Union conferences, participating in arbitrations, etc.

8.4 The Union may contact Finance Department regarding Union Time Pool usage and hours.

**ARTICLE 9**  
**EMPLOYEE MANAGEMENT COMMITTEE**

9.1 There shall be an Employee Management Committee consisting of the following Management and Union representatives:

A. The President of the Union (or designee), two (2) bargaining unit employees, the Fire Chief (or designee), and one (1) command level officer designated by the Fire Chief.

9.2 The Employee Management Committee shall meet quarterly on the dates mutually agreed upon by the participants or more frequently if the parties so agree. The parties may submit lists of topics in advance of the meeting. The sole function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations, including operations, safety and health. The Committee shall not engage in collective bargaining or resolution of grievances.

9.3 Union representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. Union representatives who are on duty may be allowed by the Fire Chief or designees to participate in Committee meetings without loss of pay, provided that it does not cause a staffing shortage, interfere with operations, or cause the City to incur overtime.

**ARTICLE 10**  
**PROBATION**

10.1 All new-hire bargaining unit employees will remain on probationary status for at least a period of one (1) year from date of hire and any extension of the probationary period extended in accordance with the Personnel Policies and Procedures Manual. The probationary period is an important part of the employee review process and shall be utilized for appraisal of an employee's performance and adaptability to the position. Bargaining unit employees who do not satisfactorily complete their new-hire probationary period will be separated from employment without the right to grieve the decision to end the probationary period and their employment.

10.2 Upon successful completion of the initial one (1) year probationary time period and any extension of the probationary period extended in accordance with the Personnel Policies and Procedures Manual, the employee's supervisor will prepare a performance evaluation to be reviewed and approved by the Fire Chief, which shall release the employee from probationary status when approved. A copy will be given to the employee and placed in their personnel file.

10.3 Employees who are promoted will serve a six (6) month probationary period and any extension of the probationary period extended in accordance with the Personnel Policies and Procedures Manual, in the new position commencing with the first day in the new position. Failure to successfully complete this promotional probationary period will result in the employee being returned to the employee's prior position, provided there is a vacant authorized position available.

10.4 Nothing herein shall prevent the Union from representing probationary employees.

**ARTICLE 11**  
**TEMPORARY ASSIGNMENT FOR WORKING IN A POSITION**  
**OF HIGHER CLASSIFICATION AND RIDING OUT OF CLASS**

11.1 The Fire Chief, in his or her discretion, may temporarily assign an employee to work out of class in a vacant position of higher classification. Those employees, who are temporarily assigned by the Fire Chief to a position of higher classification and actually work for twelve (12) or more consecutive hours in the higher classification shall receive an adjustment to their rate of pay equal to the greater of (i) the minimum salary for the higher classification position or (ii) five percent (5%) increase above the employee's current rate of pay for all consecutive hours actually worked in the higher classification.

11.2 An employee that has completed the minimum requirements set forth by the Department and who is able to work as an officer (Firefighter to Lieutenant or Lieutenant to Battalion Chief) may be assigned by the Fire Chief or his designee to ride out of class to fill in for an absent Lieutenant or Battalion Chief. Those employees assigned to ride out of class to fill in for an absent Lieutenant or Battalion Chief and actually work for twelve (12) or more consecutive hours as a Lieutenant or Battalion Chief shall receive an adjustment to their rate of pay equal to the greater of (i) the minimum salary for the higher classification position or (ii) five percent (5%) increase above the employee's current rate of pay for all consecutive hours actually worked in the higher classification.

11.3 The selection and assignment of an employee for temporary assignment to working a position in a higher classification or riding out of class as set forth above shall be at the sole discretion of the Fire Chief and is not grievable under this Agreement.



**ARTICLE 12**  
**PROMOTIONS**

12.1 Promotional procedures and eligibility for promotions to positions included in the bargaining units under Article 2 (Recognition) shall be included in a notice of testing for promotion. The notice of testing for promotions shall be made at least 30 days prior to the date of the testing.

12.2 Promotional procedures and eligibility for promotions to positions excluded from the bargaining units under Article 2 (Recognition) shall be at the City's discretion.

12.3 Following any promotional exam, those bargaining unit members who pass the exam standards shall be placed on a promotional list, which shall be valid for a one year period. The Fire Chief, in his discretion, may select any candidate ranked in the top three of the promotional list for promotion.

12.4 The Fire Department shall provide study materials at each station for promotional exams.

**ARTICLE 13**  
**SHIFT EXCHANGES**

13.1 Shift exchanges may be used by bargaining unit employees for education, training, and certification purposes, and the City may approve shift exchanges for other purposes in its discretion.

13.2 Bargaining unit employees working a shift exchange will be covered by the City's workers' compensation during such periods.

13.3 Shift exchanges shall be in accordance with Fire Department policies.

**ARTICLE 14**  
**SENIORITY, LAYOFFS AND RECALLS**

14.1 Seniority dates for firefighter employees shall consist of continuous service with the City computed from the date of full-time employment with the City. Seniority dates for lieutenant employees shall consist of continuous service with the City computed from the date of promotion to lieutenant.

14.2 In the event of the need in the reduction of the work force, employees shall be laid off in inverse order of seniority within their classifications.

14.3 Employees will be recalled in inverse order of lay off for up to one year after the date of layoff. The City further agrees no new employees will be hired in the affected classification until all employees who have been laid off and are eligible for recall have been given an opportunity to return to work provided they have maintained the certifications and/or qualifications for the position from which they were laid off. Employees shall be notified of their recall by certified mail, return receipt requested, to the address in their official personnel file.

14.4 Upon being recalled to work, an employee will be credited with the seniority date prior to the layoff.

**ARTICLE 15**  
**BULLETIN BOARDS**

15.1 The City shall furnish the Union with space for bulletin boards board (not to exceed thirty-six (36) inches by forty-eight (48) inches) at the Fire Stations to be placed in locations designated by the Fire Chief or designee. The Union shall utilize the bulletin boards only to post the following:

- A. Notice of Union meetings
- B. Notice of Union elections and Union election results
- C. Copies of Union's constitution, by-laws and amendments
- D. Recreational and social affairs of the Union
- E. Copy of the Agreement
- F. Names of local Union officials
- G. Notice of Dues (changes)
- H. Local and International Union newsletter
- I. Minutes of Union meetings

15.2 All material to be posted on the bulletin board shall be submitted to the Fire Chief or designee for review simultaneous with posting. Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City, the Fire Department, or any of their elected or appointed officials or employees. The Union agrees that it will monitor posting of materials on the bulletin boards and that the City may remove any material which it believes violates this article after notifying the Union of the violation.

**ARTICLE 16**  
**HOURS OF WORK AND OVERTIME**

16.1 Hours actually worked by bargaining unit members in excess of one hundred six (106) hours in a fourteen (14) day work period pay cycle shall be compensated at 1-1/2 times the employees' regular rate of pay. Any paid leave (including PTO leave or sick leave) or unpaid leave shall not count as hours worked for purposes of overtime. While assigned to work on a 42 hour a week peak load scheduled, bargaining unit members shall be compensated at 1-1/2 times the employees' regular rate of pay for hour actually worked in excess of eighty-hour (84) in a fourteen (14) day work period pay cycle.

16.2 Overtime selection shall be done in accordance with the Fire Department's policy. This policy may be adopted and amended by management with input from the Union.

16.3 No fifty-six (56) hour or forty-two hour (42) work week shift member shall be authorized to work more than fifty (50) continuous hours without a minimum of ten (10) hours off-duty rest, except in case of an emergency.

16.4 If an employee is called back to work after being released from duty, the employee will receive a minimum of three (3) hours paid time starting at the time of reporting to the worksite and ending upon release by supervisor. If Department meetings are held and off-duty employees are required to attend, the employees shall receive a minimum of two (2) hours pay for attending such meetings.

16.5 It is understood the normal working hours for fifty-six (56) hour shift members shall be twenty-four (24) continuous hours on duty followed by forty-eight (48) continuous hours off duty. Except as required to ensure normal operating requirements of a fire station, the Department will make effort to permit down-time for all shift employees starting no later than 1700 hours until 0630 hours.

16.6 Any paid leave, scheduled 14 days prior to the employee's absence, will be considered time worked for the purposes of overtime.

**ARTICLE 17**  
**HOLIDAYS**

17.1 The following shall constitute the official holidays for full-time bargaining unit employees:

New Year's Day	Veterans Day
Birthday of Martin Luther King, Jr.	Thanksgiving Day
Presidents Day	Day after Thanksgiving Day
Memorial Day	Christmas (2 Days)
Independence Day	Spring Day
Labor Day	

Employees will receive 12 hours of straight time pay for a holiday.

17.2 Other days may be declared as holidays by the City Council. The second day for Christmas shall be Christmas Eve.

17.3 Bargaining unit employees who begin working a shift on the day of a holiday (i.e., the on-coming shift for the actual day of the holiday) will be paid 1.5 times their hourly rate for the entire shift or part thereof that they actually work. Leave taken for or during the shift shall be paid at straight time.

**ARTICLE 18**  
**BEREAVEMENT LEAVE**

18.1 When a death occurs in the immediate family of an employee, that employee shall be granted bereavement leave without loss of pay for forty-eight (48) consecutive hours for deaths in state, and seventy-two (72) hours for deaths out of state. Bereavement leave must be taken within 6 months of the date death in the immediate family, unless otherwise approved by the City Manager. Additional time may be taken by the employee as PTO or leave without pay with approval by the Fire Chief or designee.

18.2 Immediate family is defined as the employee's spouse or qualified domestic partner (certified on a form provided by the City), and the parents, grandparents, children, grandchildren, brothers, stepbrothers, sisters, stepsisters, stepchildren, and step-parents of either the employee or the spouse.

**ARTICLE 19**  
**PAID TIME OFF**

19.1 Paid Time Off (PTO) hours are accrued by regular full-time employees based on consecutive length of service with the City according to the following schedule:

	<i>42 hrs/wk</i>	<i>56 hrs/wk</i>
	<u><i>Bi-Weekly Accrual</i></u>	<u><i>Bi-Weekly Accrual</i></u>
<i>0 - 5 years</i>	<i>6.5</i>	<i>8.7</i>
<i>5+ - 10 years</i>	<i>7.6</i>	<i>10.1</i>
<i>10+ - 15 years</i>	<i>8.7</i>	<i>11.5</i>
<i>15+ - 20 years</i>	<i>9.8</i>	<i>12.9</i>
<i>20+ - 25 years</i>	<i>10.9</i>	<i>14.3</i>
<i>25+ years</i>	<i>12.0</i>	<i>15.7</i>

19.2 Regular employees may use PTO leave for any reason including vacation, illness, medical appointments, personal business, etc. Employees are still required to arrange and obtain prior/advance approval of paid time off leave. Supervisors can consider same day requests for illnesses.

19.3 No employee shall be granted paid time off leave unless the time shall have already accrued prior to the leave period. Paid time off leave shall not be used in increments of less than one quarter hour (fifteen minutes).

19.4 Full-time employees, upon separation or retirement with six (6) month's service, will receive payment of all unused accrued paid time off leave up to a maximum of 580 hours.

19.5 Employees participating in the Florida Retirement System Deferred Retirement Option Program (DROP) who receive a PTO payout upon entering DROP will have those hours deducted from the maximum payout (580) upon final separation. All other hours will be forfeited.

19.6 Sick leave hours in excess of those converted to PTO will be retained by the employee. Such hours may be used for absences of a minimum of one (1) scheduled workweek (*i.e.*, 40, 42, or 56 hours) which are due to the illness of the employee or to care for an immediate family member or eligible service member as defined by the Family and Medical Leave Act (FMLA). **(Note: Sick leave hours are NOT eligible for payment upon separation and shall be forfeited.)**

19.7 A balance between work life and personal life is essential for maximum productivity. Therefore, employees with one (1) year up to five (5) years of service shall be required to utilize a minimum of one week of paid time off leave per fiscal year (42 hours or 56 hours depending on employee's schedule). Employees who have more than five (5) years of service shall be required to utilize a minimum of two weeks of paid time off leave per fiscal year (or 84 or 112 hours depending on employee's schedule).



19.8 PTO may not be used to extend a separation or retirement date without City Manager approval.

19.9 Annual cash out of PTO shall be in accordance with City policy and the same as applicable to general non-bargaining unit employees of the City.

**ARTICLE 20**  
**UNIFORMS AND EQUIPMENT**

20.1 The City agrees to provide the following clothing/equipment without cost to bargaining unit members upon employment with the City:

- Uniform trousers, normal duty - 4 pair
- Duty T-shirts - 4
- Long sleeve Duty T-shirt - 2
- Polo type shirts - 4
- Class A shirt - 1
- Class B shirt - 1
- Job shirt/jacket - 1
- Brass - 1 set
- Boot allowance – 1 pair per year (\$150 allowance)
- Rain gear - 1 set
- Pair of workout shorts – 2
- Class A Uniform Cover

20.2 Bargaining unit members shall be required to maintain the clothing and equipment provided by the City in an acceptable condition. All assigned uniforms and equipment shall be returned to the City in the event of separation of employment. Bargaining unit employees shall receive one boot allowance upon hire, and, thereafter, bargaining unit employees shall receive one boot allowance each year after hire and may request the City replace/repair issued clothing and equipment listed above damaged due to normal wear and tear at times and in a manner prescribed by the Department.

20.3 The City shall reimburse up to \$50 toward the cost of specialty adaptive lens and frames for SCBA units, and once a year upon approval of the Fire Chief, reimburse up to \$50 toward the cost of specialty adaptive lens and frames damaged at work.

**ARTICLE 21**  
**HEALTH INSURANCE**

21.1 Bargaining unit employees shall be provided health insurance in the same manner and on the same terms, conditions, and costs as provided to non-management, non-bargaining unit employees of the City.

**ARTICLE 22**  
**WAGES**

22.1 For Fiscal Year 2023, effective upon the first day of the first pay period of the fiscal year bargaining unit employees shall receive a minimum of a 4% base pay increase or the same base pay increase as non-bargaining unit employees, whichever is higher.

22.2 For Fiscal Years 2024 and 2025, wage increases, if any, shall be established through reopener negotiations. The parties agree to meet no sooner than January and no later than April to begin negotiations.

22.3 Wage increases, if any, after the expiration of this Agreement shall be solely established through the collective bargaining process.

**ARTICLE 23**  
**DRUG-FREE WORKPLACE**

23.1 The City is committed to providing a safe work environment and fostering the well-being and health of its employees. That commitment is jeopardized when a City employee illegally uses drugs on and/or off the job; comes to work under the influence; possesses, distributes or sells drugs in the workplace; or uses alcohol on the job. The City and the Union agree that all bargaining unit members work in safety sensitive positions which may be subject to drug testing. Drug testing, if any, shall be governed solely by the City's current City's Drug-Free Workplace Policy and not this Agreement, and bargaining unit employees must use the applicable procedure or City appeal process as to such policy.

**ARTICLE 24**  
**EDUCATION REIMBURSEMENT/INCENTIVES**

24.1 The City promotes on-the-job training for the purpose of improving the performance of employees, improving the quality of service rendered to the public and aiding employees to equip themselves for greater responsibilities and advancement to higher positions when available.

A. If an employee requests to take a training class in accordance with City policy, upon approval by the Fire Chief and the City, the City will pay for 100% of the tuition.

B. Employees who do not remain in the City's employment for one (1) year after satisfactory completion of a training class paid for by the City will be obligated to reimburse the City for amounts paid toward course expenses as follows:

6 months or less after satisfactory completion of course = 100%

6 months to 12 months after satisfactory completion = 50%

C. Where the City requires an employee to complete a training class, the City shall pay the cost for tuition, books and transportation. Employees are not obligated to reimburse the City for amounts paid toward these City required course expenses.

24.2 Effective upon the first day of the first pay period of fiscal year 2023 bargaining unit members that possess a State of Florida Paramedic certification and who have successfully completed the Volusia County Medical Director's clearing process will receive a paramedic incentive in the sum of \$11,000 per year. This incentive will be paid at an hourly rate of \$3.78 (or \$5.04 for 42 hour a week Peak Schedule employees) and will not be subject to pay adjustments (annual raise or COLA). Bargaining unit members that possess a State of Florida Paramedic certification and who have started but not successfully completed the Volusia County Medical Director's clearing process will receive one-half of the \$11,000 per year Paramedic incentive pay – \$5,500 per year – so long as they are progressing towards completion. Bargaining unit members who do not successfully complete the Volusia County Medical Director's clearing process or who lose their clearance from the Medical Director will not receive any Paramedic incentive pay.

24.3 Effective upon the first day of the first pay period of fiscal year-2023 eligible employees shall receive up to a cumulative maximum, \$0.42 hourly combined for any and all incentives identified in Tables I, II, and III below.

A. Effective upon the first day of the first pay period of fiscal year 2023/24 employees who receive and maintain a recognized State of Florida certification listed in Table I, will be eligible for a, hourly incentive. Any level I certification will be paid an, hourly incentive of, \$0.06, level II certification will be paid an hourly incentive of , \$0.10, and level III certification will be paid an hourly incentive of, \$0.14. Incentives will be paid only on the highest certification. The educational incentive will be paid bi-weekly and shall commence the month following notification

to the Human Resources Department. The employee will be responsible for providing documentation which shall be a Certificate issued by the State of Florida Fire College.

B. Effective upon the first day of the first pay period of fiscal year 2023/24 employees who attend a specific class (certification) listed in Table II, will be eligible for a, hourly incentive of, \$0.03 per certification. To be eligible for class incentives, the employee shall complete and maintain at least one certificate in two of the three categories (A, B, or C) listed. A maximum of two certificates will be paid in any one category and six overall or maximum of, \$0.18 hourly. The appropriate educational incentive will be paid bi-weekly and shall commence the month following notification to the Human Resources Department. The employee will be responsible for providing documentation which shall be a copy of the class certificate.

C. Effective upon the first day of the first pay period of fiscal year 2023/24 employees who possess and maintain an instructor’s certificate listed in Table III, will be eligible for a, hourly stipend of, \$0.06 per certificate. A maximum of two stipends will be paid or, \$0.12 per month. The appropriate educational incentive will be paid bi-weekly and shall commence the month following notification to the Human Resources Department. The employee will be responsible for providing documentation which shall be the instructor’s Certificate.

<b>Table I (Incentive paid for the highest level of education in each row)</b>		
Level I (\$0.06/hr)	Level II (\$0.10/hr)	Level III (\$0.14/hr)
Fire Officer I	Fire Officer II	Fire Officer III
Fire Safety Inspector I	Fire Safety Inspector II	Fire Safety Inspector III
Instructor I	Instructor II	Instructor III
Pump Operator		

<b>Table II (\$0.03 per hour per certificate: maximum of \$0.18 per hour)</b>		
Category A	Category B	Category C
Rope Operations	Rope Technician	Tower Rescue
Health and Safety Officer	Incident Safety Officer	Confined Space
Vehicle Machinery Operations	Vehicle Machinery Tech	Structural Collapse
Car Seat Technician	Trench Rescue	Hazardous Material Tech
Aerial Operations		Swift Water Rescue

<b>Table III (\$0.06 per hour per certificate: maximum of \$0.12)</b>
CPR Instructor
ACLS Instructor
PALS / PEPP Instructor
ITLS / PHTLS Instructor
Live Fire Training Instructor I, II, or III

24.4 An hourly incentive (\$0.17 per hour for employees on a 2912 annual schedule and \$0.22 per hour for employees on a 2184 annual schedule) will be paid to employees utilized as paramedic mentor/preceptor. A paramedic preceptor will be defined as a paramedic that has the skills and ability (following department guidelines) to mentor a paramedic in training prior to the clearing process with the County Medical Director. This mentoring / precepting period will commence once an employee has obtained the State of Florida paramedic certification and has been assigned to a preceptor. This mentoring period will cease after training is completed (employee has completed the testing/clearing process with the Volusia County Medical Director).



**ARTICLE 25**  
**SEVERABILITY**

25.1 If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

**ARTICLE 26**  
**ENTIRE AGREEMENT AND DURATION**

26.1 This agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this agreement.

26.2 This agreement shall remain in effect through September 30, 2026.

**SIGNATURE PAGE**

INTERNATIONAL ASSOCIATION OF CITY OF ORANGE CITY  
FIRE FIGHTERS

By: Ben W.D.

Its: \_\_\_\_\_

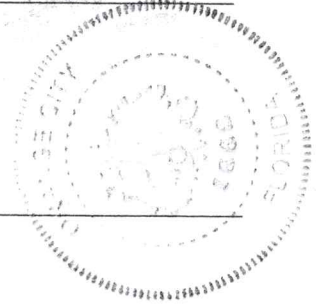
Date: 9/26/2023

By: Dale Arrington  
Dale Arrington, City Manager

Date: 9/15/2023

ATTEST:

Kaley Burlison  
Kaley Burlison, City Clerk



**GRIEVANCE FORM**

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**STEP 1:**

**GREIVANCE:**

(a) Date of events which gave rise to the grievance: \_\_\_\_\_

(b) Specific Article(s) of Agreement violated: \_\_\_\_\_

(c) Statement of fact(s)\*: \_\_\_\_\_  
\_\_\_\_\_

(d) Names of all witnesses: \_\_\_\_\_

(e) Specific relief requested: \_\_\_\_\_

**RESPONSE:** The Grievance is: \_\_\_\_\_ Denied \_\_\_\_\_ Granted

\_\_\_\_\_  
Battalion Chief

\_\_\_\_\_  
Date

**STEP 2:**

**GREIVANCE:** The Grievance was not resolved at Step 1 for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**RESPONSE:** The Grievance is: \_\_\_\_\_ Denied \_\_\_\_\_ Granted

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Date

**STEP 3:**

**GREIVANCE:** The Grievance was not resolved at Step 2 for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**RESPONSE:** The Grievance is: \_\_\_\_\_ Denied \_\_\_\_\_ Granted

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date