

# COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF **O**CALA

and the

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL 2135

Firefighter & Officer Unit



October 1, 2023 through  
September 30, 2026

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## **PREAMBLE**

WHEREAS, the City of Ocala, Florida, hereinafter referred to as the "City" or the "Fire Department", desires to promote a good relationship between its employees and itself by any proper means; and

WHEREAS, the City is bound by State law to deal with certain employees through their properly designated representatives; and

WHEREAS, IAFF Local 2135, hereinafter referred to as the "Union" is properly certified as the representative of certain employees of the City; and

WHEREAS, the parties desire that the results of such meetings be codified in one (1) document that each side may refer to and rely upon during its term, now therefore, in consideration of the mutual conditions hereinafter stated, the City, the Union, and the employees for whom the Union is the properly certified bargaining agent as of the Execution of this Agreement, all hereby agree as follows.

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ARTICLE 1  
**PURPOSE OF AGREEMENT**

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City, the Union, and the employees covered hereunder; to provide a document containing all of the items of agreements between the City and the Union upon which each party and the employees covered hereunder may refer and upon which each may rely during its term; to provide for peaceful and equitable adjustment of disputes which may arise during the term of the Agreement; and to otherwise promote the effectiveness, efficiency, and morale of the City's Fire Department.

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ARTICLE 2  
**RECOGNITION**

**FIREFIGHTER**

- 2.0 The City recognizes the Union as the bargaining agent for those employees of the Fire Department in the position classification of Firefighter, Fire Equipment Operator, Firefighter/EMT, and Firefighter/Paramedic who have designated the Union as their bargaining agent.
- 2.1 Specifically excluded are the position classifications of Fire Chief, Deputy Fire Chief, Assistant Fire Chief, Battalion Chief, Fire Marshal, Captain, and all non-uniformed and clerical personnel.
- 2.2 The City and the Union agree that the Florida Statutes dealing with collective bargaining for the City's Firefighters contain expressed provisions for withdrawal by a Union member of the Union's representative status.
- 2.3 Nothing in this Article shall require the City to fill any position classification.
- 2.4 Employees serving in their initial probationary period shall have access to the grievance procedure to file a complaint arising out of an alleged violation concerning wages and other terms and conditions of employment covered by this Agreement. However, probationary employees shall have no right to challenge their termination of employment, any disciplinary action, or performance evaluation during the initial probationary period.

**FIRE OFFICER**

- 2.5 The City recognizes the Union as the bargaining agent for those employees of the Fire Department in the position classification of Fire Captain, Training Captain, Fire Safety Captain Inspector, Public Fire/Safety Education Captain, and Logistics Officer & EMS Coordinator who have designated the Union as their bargaining agent.
- 2.6 Specifically excluded are the position classifications of Fire Chief, Deputy Fire Chief, Assistant Fire Chief, Fire Marshal, Battalion Chief, Firefighter, Fire Equipment Operator, Firefighter/EMT, Firefighter/Paramedic, and all clerical personnel.
- 2.7 The City and the Union agree that the Florida Statutes dealing with collective bargaining for the City's Firefighters contain expressed provisions for withdrawal by a Union member of the Union's representative status.
- 2.8 Nothing in this Article shall require the City to fill any position classification.

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ARTICLE 3  
**REPRESENTATIVES OF PARTIES**

- 3.0 The Union agrees to notify the City of the name of its authorized representatives as of the execution of this agreement and of replacement therefore during the term of this agreement.
- 3.1 The City agrees that during the term of this Agreement it will deal only with authorized representatives of the Union in matters requiring mutual consent or the administration of this Agreement.
- 3.2 The Union likewise agrees that during the term of this Agreement the Union and the employees covered hereunder shall deal only with the City Manager or designee in matters requiring mutual consent or the administration of this agreement.
- 3.3 The Parties further agree that neither they nor any of their agents or representatives shall attempt to modify the terms and administration of this agreement in any fashion or manner except in conformance with applicable State law.

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ARTICLE 4  
**NON-DISCRIMINATION**

- 4.0 In the event either party to this Agreement has reason to believe that the other has, in violation of any applicable Federal or Florida law, discriminated against any employee covered by this Agreement on the basis of race, color, religion, sex, national origin, kin, age, handicap, marital status, union membership or non-membership, the party entertaining that view will so notify the party believed to have violated said law in order that said party may conduct such investigations and take such remedial action as it deems appropriate.
- 4.1 It is understood that the only procedure for resolving allegations of such statutory violations is the procedure established by the statute prohibiting the discrimination alleged to have been committed.
- 4.2 Wherever the male gender pronoun is used in this Agreement, such language shall be conducted to refer to male and female employees. Similarly, wherever the female gender pronoun is used in this Agreement, such language shall be construed to refer to female and male employees.

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ARTICLE 5  
**DISTRIBUTION OF AGREEMENT**

The City will furnish one (1) copy of this Agreement to each Executive Board member and maintain an up-to-date copy (with any amendments) on the City's intranet for members to reference during the term of this Agreement.

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ARTICLE 6  
**MANAGEMENT RIGHTS**

- 6.0 The City and the Union agree and intend that the City retains the powers granted under F.S. Sec. 447.209, as may be amended from time to time by the Florida Legislature, unless such powers or prerogatives are consciously, knowingly, deliberately, specifically, expressly, and unambiguously surrendered by the City in this Agreement.
- 6.1 Such powers or prerogatives of the City are as generally described in F.S. 447.209, but are not necessarily limited to this brief description:
- (a) to determine unilaterally the purpose of each of its constituent agencies;
  - (b) to set standards of service to be offered to the public;
  - (c) to exercise control and discretion over its organization and operation;
  - (d) to direct its employees;
  - (e) to take disciplinary action for proper cause;
  - (f) to relieve its employees from duty because of lack of work or for other legitimate reasons;
- 6.2 The City recognizes that the exercise of such rights by the City 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 this Agreement now in force.
- 6.3 It is expressly understood by the parties in this Agreement that the City shall not be deemed to have waived or modified any of the powers or prerogatives reserved by the City under this Article by not exercising said powers or prerogatives either on a particular matter or in a particular manner.
- 6.4 It is expressly understood by the City and the Union that the Union shall not be deemed to have waived its ability to negotiate over the impact of any changes to terms of employment or to working conditions resulting from the City exercising its rights under this Article.

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ARTICLE 7  
**COMMUNICATIONS COMMITTEE**

A Communications Committee consisting of the Fire Chief, Assistant Chief, Union President, and the Union Vice-President will meet at least quarterly or at the request of one of the above to discuss Fire Department related matters.

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ARTICLE 8  
**TIME OFF FOR UNION BUSINESS**

- 8.0 A pool of time will be established where each IAFF union member will contribute \$7.<sup>50</sup> bi-weekly to this account. This pool shall not, at any time, be in the negative.
- 8.1 All time drawn from the Union pool shall be deducted hour for hour. All non-City paid union leave shall be paid from the union pool account at 1.5 times the employee's regular hourly rate regardless of FLSA cycle. Should union leave cause overtime or other payments such as out of classification to be made, the union pool account will, be charged.
- 8.2 An electronic (email) request for use of Union time pool must be submitted to the Fire Chief or designee for approval or disapproval at least forty-eight (48) hours in advance of the requested time-off by one (1) of the four (4) main union officers. Approval may be given provided replacement personnel are available. Notices of less than forty-eight (48) hours may be approved by the Fire Chief or designee. Example: Executive member gets called in for overtime on the day of a union meeting or has other previously scheduled union business.
- 8.3 City paid union leave includes leave for activities that directly support the mission of the fire department or the City, but do not otherwise violate the terms of this Article. This type of paid leave will include time spent conducting collective bargaining agreement negotiations, personnel investigations, and attending monthly local union meetings. Up to four (4) union members (2 per shift) will be granted time off for attendance of the actual days of the IAFF National Convention and the FPF Convention of the State of Florida
- 8.4 All approved leave requests for union business not defined in Section 8.3 will be paid from the Union Time Pool.
- 8.5 Unspent funds set aside for purposes outlined in this Article shall expire at the end of each fiscal year and shall be presented to the Union within sixty (60) days of the closing of the fiscal year or re-deposited in the appropriate City account at the option of the Union.
- 8.6 If it becomes necessary to call in overtime for a member who is off on time pool, the position that is off on time pool is the position to be called in. (Example: If an FEO was off on time pool and it caused a minimum staffing situation that requires the calling in of an overtime person, the person called in for overtime would be an FEO.)

- 8.7 A list will be supplied by the union, including dates, time and participating member's name.
- 8.8 The City agrees to provide a quarterly time pool statement to the Union thirty (30) days after the quarter ends.

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ARTICLE 9  
**WORKDAY, SHIFT SCHEDULES, AND WORK PERIODS**

- 9.0 The workday shall begin at 08:00 hours and end at 08:00 hours the following day.
- 9.1 Personnel shall be ready to report for duty in uniform, with protective safety equipment on assigned unit by 08:00 hours.
- 9.2 The following shift schedule shall be effective for the duration of this contract:
- |                     |                  |                   |
|---------------------|------------------|-------------------|
| Operations division | 24 hours on duty | 48 hours off duty |
| Training division   | 24 hours on duty | 24 hours off duty |
|                     | 24 hours on duty | 24 hours off duty |
|                     | 24 hours on duty | 96 hours off duty |
- (a) Shift Training Captains can be temporarily assigned to forty-hour work schedule if needed for tests, assessment centers or special projects.
- (b) Shift Training Captains may be temporarily assigned (up to 4 hours) to any online or shift work position in order to keep a truck in service.
- 9.3 A "Kelly day" will be selected by each member of the bargaining unit that results in the member being off duty one (1) day within the 42-day Kelly cycle and will be fixed (same day every cycle).
- (a) Selection of the "Kelly day" shall be by seniority in rank.
- (b) Selected each year prior to the selection of vacation days.
- (c) If an employee is transferred to another shift, the employee may choose to keep the Kelley day or select another option, if available, that is more desirable.
- 9.4 There shall be no more than four (4) members off on Kelly day at one time. The conditions for picking "Kelly Days" will be as follows:
- (a) The total number of Captains on vacation and Kelley may be five (5) per day.
- (b) The total number of FEO's on vacation and Kelley may be five (5) per day.
- (c) Firefighter/EMT's and Firefighter/Paramedics may total eight (8) on Kelley and vacation leave, if available.

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ARTICLE 10  
**OVERTIME**

- 10.0 Overtime is defined as work performed pursuant to the City's authorization, which is performed in excess of the work period.
- 10.1 Overtime shall be performed when required by the City.
- 10.2 Scheduled overtime shall have prior approval of the Fire Chief.
- 10.3 Unscheduled overtime shall be utilized for minimum staffing requirements and emergency situations at the discretion of the Fire Chief or designee.
- 10.4 When minimum staffing requires calling personnel for overtime the following process shall be utilized: (exception Article 31, Section 31.5)
- (a) Employees on Kelley Day of the same rank shall be called first.
  - (b) Employees in the same rank shall be called second; including Training Captains after all Line Captains have been called.
  - (c) If the overtime is not filled within the same rank, the rank immediately above the vacancy shall be called, if possible.
  - (d) If the overtime is still not filled, employees who are eligible to work out of class in that position on duty shall be moved up first, followed by the promotional list and then all qualified personnel by state certification.
- 10.5 Prior to mandatory overtime being issued, Prevention Captains who are not scheduled to work and/or on call shall be called. If a Prevention Captain accepts the overtime assignment, they will be compensated based on their 2704-hour rate.
- 10.6 An employee has the right to turn down any overtime assignment, except if a position must be filled and no one else has been found to take the assignment. In this instance, the employee who has the least time in the position must accept the assignment on a rotating basis and will compensated 2 times their regular hourly rate whether or not such payment is required under the FLSA.
- 10.7 FLSA premium overtime (Garcia overtime) work shall be compensated at the rate of one and one half (1.5) times the employee's regular rate of all remuneration for employment paid to, or on behalf of, the employee (example: base hourly rate plus incentives).
- 10.8 Any portion of an hour worked after a shift shall be paid in ¼-hour increments. Any employee reporting late for a shift shall be docked in ¼-hour increments.

## 10.9 FAIR LABOR STANDARDS

- (a) The work period, for purposes of computing overtime premium pay, under the provisions of Section 7 (k) of the Fair Labor Standards Act, shall be a fourteen (14) day period and each succeeding fourteen (14) day period shall constitute a work period.
- (b) Overtime pays at rate of one and one half (1.5) times the regular rate of pay shall be paid for all hours physically worked in excess of one hundred six (106) hours in a work period.
- (c) The City and the Union agree that this Article and all other pertinent Articles may be re-opened for negotiations, by either side, in the event of any Federal alteration of the Fair Labor Standards Act.

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ARTICLE 11  
**TIME EXCHANGE**

- 11.0 Employees may voluntarily exchange time up to 576 hours per contract year with someone qualified to fill their position or rank. Final determination of qualification and the ability to exceed 576 hours per contract year shall be made by the Fire Chief or designee on a case-by-case basis.
- 11.1 All requests for time exchange must be provided to the Fire Chief or designee by 07:00 prior to the beginning of the time exchange.
- 11.2 In accordance with the provisions of the Fair Labor Standards Act, traded time will not be considered by the City in the calculations of hours for which the employee working in an exchanged position is entitled to overtime compensation.
- 11.3 All requests for time exchange must be submitted for consideration to the Fire Chief or his designee, utilizing the appropriate process outlined by the fire department. There shall be no three-way exchanges.
- 11.4 Employees participating in the time exchange will be covered by workers' compensation while working the other person's shift. Employees participating in a time exchange will not receive additional wages for this time.
- 11.5 If the employee who has agreed to work for another employee becomes ill, or fails to report to work, his/her appropriate leave will be charged at rate of one and one half (1.5) times unless the absence is evidenced by a doctor's excuse whereas it will be charged hour for hour. It is mutually understood that the employee agreeing to report to duty in an exchange is totally responsible for appearing and performing the duties of the employee in the agreed time exchange.
- 11.6 Failure to comply with the provisions of Time Exchange may result in a six-month ban from time exchange.

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ARTICLE 12  
**SICK LEAVE**

- 12.0 Sick leave is a benefit extended to full-time, regular employees whose absence from work is caused by illness or injury.
- 12.1 All full-time, regular employees assigned to twenty-four (24) hour shift work shall accrue twelve (12) hours of sick leave for each month of continuous service with the City until a maximum eleven hundred (1100) hours have been accrued.
- (a) In recognition of the work ethic of employees who have accrued in excess of eleven hundred (1100) hours, and to provide an additional level of security, an Extended Leave Bank (ELB) will be established. The hours above 1100 will be placed into the ELB. In order to utilize time from the ELB, the employee must have an approved FMLA qualifying event. In addition, the employee must first use sick leave for three (3) regularly scheduled consecutive shifts before utilizing the ELB time bank. Employees who have an FMLA qualifying event that will require them to have multiple medical procedures spread out over a specified time frame will only have to utilize the three (3) consecutive shifts once before utilizing the ELB, regardless of the number of days or weeks between medical procedures. The three (3) consecutive shifts requirement will reset every calendar year.
- 12.2 Employees assigned to twenty-four (24) hour shift work shall accumulate sick leave from their first day of employment and shall continue to do so.
- 12.3 Employees shall be charged hour for hour when taking sick time.
- 12.4 All employees assigned to twenty-four (24) hour shift work are required to notify the on-duty Battalion Chief as early as possible and no later than one (1) hour prior to the start of his/her workday when he/she is unable to report for work because of illness or injury, giving the reason for absence. If an employee calls in after 07:00 hours, it will be documented by the BC on duty. The employee will be charged against their sick leave. If the same employee calls in a second time after 07:00 hours within a 12-month period, their sick leave bank will be charged 1.5 times actual hours scheduled. If an employee calls in a third time after 07:00 hours, the employee will receive 24 hours off without pay.
- 12.5 Sick leave credits accrue to the benefit of probationary employees. However, employees serving their initial six (6) months are not entitled to use sick leave with pay except under special circumstances as approved by the City Manager, in writing.
- 12.6 All full-time, regular employees assigned to a forty (40) hour week schedule will accrue eight (8) hours of sick leave for each month of continuous service with the City until a maximum seven hundred and twenty (720) hours have been accrued.

12.7 Sick leave time off with pay is available to eligible employees for periods of temporary absence due to illness, injury, or to obtain necessary medical care for themselves, or their immediate family as defined as the employee's parents, spouse, children, in-laws, all levels of grandchildren and stepchildren. Note: Under certain conditions, the non-biological, non-adoptive person who reared the employee may qualify as a "parent". Consult with Human Resources/Risk Management if you have questions. Sick leave hours are intended primarily to provide income protection in the event of illness or injury and shall not be used for any other absence. An employee is prohibited from working secondary employment during the actual hours of sick leave. Sick leave is not counted as time worked.

(a) To preclude sick leave abuse, the department head may take disciplinary action in the case of any non-disabled employee, as defined by ADA, who:

1. Takes more than 96 hours (32 hours for 40-hour work week employees) of unexcused sick leave or leave without pay during 12-month period. After a careful review of the circumstances involved, the department head may require a physician's statement. Failure to produce such may result in the forfeiture of one (1) full shift's pay, for each occurrence in the succeeding 12-month period.
2. Uses more than 192 hours of unexcused sick leave, or leave without pay, during a 12-month period. After a careful review of the circumstances involved, the Fire Chief may terminate the employee.
3. Leave taken under the Family and Medical Leave Act shall not be considered as sick leave abuse.

(b) If the employee has a disability, as defined by ADA and if those circumstances necessitate absence beyond the bounds of this policy; the employee is responsible to notify the department head. Appropriate reasonable accommodation will be made if possible. It is the obligation of each employee to inform the City of any condition requiring reasonable accommodation. For sick leave of more than one (1) day in duration, a certificate of a physician may be required, and supervisors may with the City Manager's approval, cause such investigation as deemed necessary.

1. On-the-job injuries: Any employee who is required to be off work due to a compensable injury may receive pay from the City in accordance with established Risk Management Procedures. Detailed information on this and all insurance benefits is available from the Risk Management Department.

12.8 **COMPULSORY LEAVE:** When, in the opinion of the department head, an employee is unable to perform the essential functions of the position, due to any non-work-related injury or illness, the employee may be required to submit to a physical examination by a

physician at the Employee Health Clinic or as directed by the Human Resources Director or designee.

- (c) If the report or medical examination indicates the employee is unable to perform the essential functions of the position with or without reasonable accommodation, the department head may require the employee to take such leave as is medically determined sufficient to enable him or her to perform the essential functions.

12.9 Any employee who retires from the City service at his/her retirement date shall be entitled to receive a cash bonus award based upon the total accumulated sick leave time of retirement up to a maximum of one thousand one hundred (1100) hours for employees assigned to twenty-four (24) hour shift work or seven hundred twenty (720) hours for all full-time, regular employees assigned to forty (40) hour work schedule; the amount of said bonus to be based upon a percentage of unused sick leave, according to the following table, times the hourly rate of pay at retirement:

YEARS OF SERVICE	PERCENTAGE
30 years and over	75%
25 years and over	65%
20 years and over	55%
15 years and over	45%
10 years and over	35%
Less than 10 years	25%

*Subject to retirement requirement set forth in Article 22, years of service stated above may be adjusted to reflect new retirement provisions.*

- (d) Employees will have their total converted dollar amount of unused sick leave time applied to an interest-bearing health savings account that the City will maintain. This account will be used towards the employee's insurance premiums and other qualified medical expenses after separation from the City.

- (e) Bargaining unit employees shall have 1% additional funds withheld on a bi-weekly basis to be applied to this account.

12.10 **Family Medical Leave Act:** Eligible employees may take up to twelve (12) workweeks of paid, unpaid or a combination of paid and unpaid job-protected leave each year for specified family and medical reasons. Calculation of number of hours in a workweek is derived from the total annually scheduled work hours divided by fifty-two (52) weeks.

The National Defense Authorization Act for FY 2010 expands the Family and Medical Leave Act of 1993 requirements with respect to qualifying exigency leave for family of military members and military caregiver leave. Military caregiver leave permits a spouse, son, daughter, parent, or next of kin to take up to 26 workweeks of leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran

who did not receive a dishonorable discharge, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Qualifying exigency leave provides for up to 12 weeks of unpaid FMLA leave for spouses, parents, and children of any member of the armed forces who is either serving in a foreign country on active duty or is called to service in a foreign country. Qualifying exigency leave is available for short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, and post-deployment activities. The provisions of this act will be administered in accordance with the Department of Labor guidelines.

(a) **EMPLOYEE ELIGIBILITY:** To be eligible for family medical leave, the employee must meet both of the following conditions:

1. The employee must have worked at least 12 months for the City.
2. The employee must have worked at least 1,250 hours over the previous 12 months.

(b) **TYPE OF COVERED LEAVE:** To qualify for FMLA leave, the eligible employee must take the leave for one or more of the following reasons.

1. The birth of a child and the care of a newborn child, or placement of a child with the employee for adoption or foster care.
2. To care for the serious health condition of the employee's spouse, parent (not parent-in-law), child under 18 years old, a child over 18 years old who is incapable of self-care because of a mental or physical disability. Note: Under certain conditions, the non-biological non-adoptive person who reared the employee may qualify as a "parent". Consult with Human Resources if you have questions.
3. Because of the employee's serious health condition which makes the employee unable to perform the essential functions of the job.

(c) **SERIOUS HEALTH CONDITION:** The law defines "serious health condition" as an illness, injury impairment, or physical or mental condition which involves any of the following:

1. An overnight stay for inpatient treatment in a hospital, hospice, or residential medical care facility.
2. A period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days and that also involves continuing treatment by or under the supervision of a health care provider.

3. Continuing care by or under the supervision of a health care provider for prenatal care or a chronic or long-term health condition which is incurable or so serious that, if not treated, would result in a period of incapacity of more than three (3) calendar days.
4. Employees with questions about what illnesses are covered under this FMLA policy should consult with the Human Resources/Risk Management Department.

(d) **DURATION OF LEAVE:** Eligible employees may receive up to twelve (12) or (26) workweeks of leave during any “rolling” twelve (12) month period, measured backward from the date of any family or medical leave. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

Eligible employees may take family and medical leave intermittently – which means taking leave in blocks of time, or by reducing the normal weekly or daily work schedule – whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work. Intermittent leave is not normally permitted for the birth of a child or placement of a child for adoption or foster care.

(e) **USE OF PAID AND UNPAID LEAVE:** Eligible employees must exhaust all available paid leave (accrued vacation, compensatory leave, sick leave, or holiday leave) before going on a leave without pay status. Supervisors will be responsible for submitting the employee timecard to payroll and the Human Resources/Risk Management Department while an employee is on FMLA leave. Paid and unpaid leave will be counted against the eligible 12 or 26 weeks of FMLA leave.

(f) **MAINTENANCE OF HEALTH BENEFITS:** The City will maintain coverage for the employee and (if applicable) the employee’s family under the group health plan during family and medical leave. This coverage will be provided if the employee or employee’s family were covered under the plan at the time the leave was taken and on the same terms as if the employee continued to work. Employees must make arrangements with the Human Resources/Risk Management Department to pay the family health plan premiums while on unpaid FMLA leave.

If paid leave is being utilized, the City will automatically deduct the existing dependent health plan premium and all other optional and mandatory deductions unless the employee makes other arrangements with the Human Resources/Risk Management Department.

The City will also continue paying 100% of the employee’s basic life and accidental death & dismemberment insurance.

If the employee chooses not to return to work for reasons other than a continued serious health condition, the employee will be required to reimburse the City the amount it incurred for the employee's health insurance premium during the leave period, whether the leave was paid or unpaid.

(g) **JOB RESTORATION:** Upon returning from a family and medical leave, the employee will normally be restored to the original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. Use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family and medical leave.

(h) **NOTICE AND MEDICAL CERTIFICATION:** When seeking FMLA leave, the employee will be required to provide thirty (30) days' advance notice of the need to take the leave if the need is foreseeable.

When seeking FMLA leave, the employee may be required to provide medical certifications to the Director of Human Resources or designee supporting the need for leave due to a serious health condition affecting the employee or an immediate family member. Second or third medical opinions (at the City's expense) and periodic re-certifications may also be required.

When seeking FMLA leave, the employee shall be required to provide:

1. Periodic reports by phone or in person during the leave regarding status and intent to return to work.
2. Medical certification of fitness for duty before returning to work if the leave was due to the employee's health condition. Certification is to be given to the Human Resources/Risk Management Department.

When leave is needed to care for an immediate family member or for the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so that it will not unduly disrupt the City's operations.

(i) **OUTSIDE EMPLOYMENT:** Employees who wish to obtain new outside employment or retain presently approved outside employment while on FMLA leave must submit the standard "Request for Outside Employment" form to their immediate supervisor for consideration.

(j) **ADDITIONAL INFORMATION:** If an employee fails to provide 30 days' notice for a foreseeable leave with no reasonable explanation for the delay, the leave request may be denied until at least 30 days from the date the City received notice.

If a husband and wife both work for the City, they are entitled to a combined total of 12 workweeks of FMLA leave for the birth of a child, the adoption of a child or a placement of a child in foster care.

To qualify for pre-childbirth FMLA leave, the eligible employee must provide written medical certification issued by a licensed physician to the Human Resources/Risk Management Department supporting the need for leave due to a serious health condition affecting the mother or the unborn child.

Employees who fraudulently obtain FMLA leave are not entitled to job restoration or maintenance of employee benefits.

The City will comply with the requirements of federal law governing FMLA leave. The City does not intend to provide any type of FMLA beyond the minimum federal law requirements, except to the extent that state laws and other policies apply. The City has the right to reject any FMLA leave (and maintenance of employee benefits) that does not meet the minimum federal law requirements. This rejection may take place at any time, even if the City previously granted the FMLA leave or maintained employee benefits.

- (k) **FMLA/Worker's Compensation:** Employees who lose time from work for a work-related injury or illness that constitutes a serious health condition will be placed on Family and Medical Leave, if eligible.

- 12.11 **MILITARY LEAVE:** Military leave will be administered in accordance with Florida Statute Chapter 115 and Florida Administrative Code.

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**ARTICLE 13**  
**HOLIDAYS**

13.0 The City and the Union agree that the following days shall be observed as legal holidays:

New Year's Day	Veterans Day
Martin Luther King Jr. Birthday (observed)	Thanksgiving Day
Juneteenth	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

13.1 Employees assigned to twenty-four (24) hour shifts that are required to work on official holidays shall be paid regular straight time for the shift. However, Juneteenth, Independence Day, Christmas Day, and New Year's Day will be paid 1.5 times their regular hourly rate for hours worked regardless of FLSA cycle and will not be counted towards employee's 300 hours of pensionable overtime.

13.2 Employees assigned to twenty-four (24) hour shifts that are called in to work overtime on official holidays shall be paid 2 times their regular hourly rate for actual hours worked on the official holiday and 1.5 times their regular hourly for the balance of overtime hours worked even if the 1.5 time hourly rate is not required per FLSA requirements.

13.3 Employees assigned to twenty-four (24) hour shifts shall receive one hundred thirty-two (132) hours of holiday in their vacation leave account. Employees in their first month of employment will have their time prorated by month of hire.

13.4 Upon termination of employment, the employee shall be required to reimburse the City a prorated portion of used holiday time. The pro-rated formula will deduct from holiday time taken after October 1 of each year, the amount of twelve (12) hours for each holiday that occurs after October 1 up to the employee's actual termination date. For example: If an employee takes 52 hours of vacation in October and terminates employment on December 1, the employee would be required to reimburse the City for 28 hours of holiday time (52 minus 24 for Thanksgiving Day and day after Thanksgiving). If the employee terminates on November 1, he/she would be required to reimburse the City the full 52 hours taken since no holidays would have occurred between October 1 and November 1. If a shift employee transfers to a 40-hour position, advanced holiday hours shall be deducted from their leave balance.

13.5 Holiday hours shall be charged hour for hour.

13.6 Employees assigned to forty (40) hour positions shall observe the official holidays on the day it falls with the following exceptions: If the holiday falls on Sunday, the following Monday shall be observed; If the holiday falls on Saturday, the preceding Friday shall be observed.

- 13.7 Employees assigned to forty (40) hour positions on approval leaves with pay when holidays occur, shall not be charged vacation or sick leave for the holiday concerned.
- 13.8 Employees assigned to forty (40) hour positions that have served their initial probationary period are entitled to one (1) Floating Holiday, as approved by the Fire Chief.
- 13.9 Employees assigned to forty (40) hour positions that are called in for overtime on an official holiday shall be paid at the rate of double time for hours actually worked during the holiday.
- 13.10 Whenever other City employees are granted additional holidays over those which are officially recognized, all bargaining unit personnel will be awarded the same hours. Shift employees will have twelve (12) hours added to their holiday hour's bank.

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ARTICLE 14  
**FUNERAL LEAVE**

- 14.0 The City and the Union agree that in the event of the death of a member of the employee's family, the employee normally shall not receive more than the equivalent of one (1) shift for shift employees or three (3) days for non-shift employees of sick leave with pay for the purpose of attending the funeral.
- 14.1 At the Fire Chief's discretion, excused periods of longer duration may be chargeable as vacation or sick leave time.
- 14.2 For the purpose of this Article, "immediate family" is defined as the employee's parents, spouse, children, stepchildren, grandchildren, grandparents, siblings, in-laws, or other relatives living in the employee's household. Funeral leave is available for other than immediate family members with the Fire Chief's approval.
- 14.3 This Article shall, in no way, be construed to limit the number of funerals an employee shall be permitted to attend as long as the funeral relates to any of the relationships enumerated herein.

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ARTICLE 15  
**JURY DUTY & COURT APPEARANCES**

- 15.0 Employees who are required to perform jury duty during working hours shall be allowed paid time off from work to fulfill their obligation under the law.
- 15.1 Employees must notify their Battalion Chief immediately upon receiving a summons for jury duty.
- 15.2 In litigation where the City of Ocala is a party, an off-duty employee, who is required to appear before a court of law or to give a deposition in the capacity of that employee's official work duty, will be compensated at the overtime rate for a minimum of four (4) hours pay, regardless of the employee's FLSA cycle. If the employee is already on an overtime assignment, the four hours will not overlap other hours of pay. No compensation, nor excused absence without use of vacation time, shall be authorized for any deposition, court appearance, or other absence necessitated by court or legal actions where the City is not a party to the action.

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ARTICLE 16  
**WAGES – FIREFIGHTERS**

- 16.0 Minimum and maximum base pay (not including incentive pay, merit pay, overtime, etc.) of eligible employees, during the term of this Agreement, shall be as described below. All Min and Max amounts will be raised by an additional 2% on October 1, 2024 and October 1, 2025. See Exhibit “A”

**CLASSIFICATION**

FIREFIGHTER/EMT:

Annual Minimum	\$50,000. <sup>26</sup>
Annual Maximum	\$82,100. <sup>00</sup>

FIREFIGHTER/PARAMEDIC: (upon medical director clearance)

Annual Minimum	\$60,208. <sup>26</sup>
Annual Maximum	\$91,758. <sup>00</sup>

FIRE EQUIPMENT OPERATOR/EMT:

Annual Minimum	\$58,352. <sup>73</sup>
Annual Maximum	\$93,204. <sup>00</sup>

FIRE EQUIPMENT OPERATOR/PARAMEDIC:

Annual Minimum	\$68,560. <sup>73</sup>
Annual Maximum	\$102,851. <sup>00</sup>

For contract year October 1, 2023 to September 30, 2024, the firefighters bargaining unit will receive an increase to base pay of \$10,225.<sup>00</sup>.

For contract year October 1, 2024 to September 30, 2025, the firefighters bargaining unit will receive an increase to base pay of 5%.

For contract year October 1, 2025 to September 30, 2026, the firefighters bargaining unit will receive an increase to base pay of 6%.

- 16.1 Current employees who successfully complete the State Paramedic program and attain certification and clearance from the Medical Director shall have \$10,208.<sup>00</sup> added to their base salary.
- 16.2 All above monies for Paramedic shall be paid as long as the certifications are maintained and utilized as requested.

- 16.3 Effective October 1, 2014, employees who have reached the maximum of their wage scale will receive any further wage increase in a lump sum. Lump sum payments are included in the pension contributions, but they are not perpetual.
- 16.4 Employees will receive pay and notice of related benefits (sick leave, vacation leave, deduction of dues, and the like) on a biweekly schedule as determined by the City during the term of this Agreement.
- 16.5 Notification will be made to the bargaining unit of any change to the payroll schedule not less than ninety (90) days in advance of implementation of the change.

### **WAGES - CAPTAINS**

- 16.6 Minimum and maximum base pay (not including incentive pay, merit pay, overtime, etc.) of eligible employees, during the term of this Agreement, shall be as described below:

#### **CLASSIFICATION**

##### **CAPTAIN/EMT:**

Annual Minimum	\$68,296. <sup>54</sup>
Annual Maximum	\$106,588. <sup>00</sup>

##### **CAPTAIN/PARAMEDIC:**

Annual Minimum	\$78,504. <sup>54</sup>
Annual Maximum	\$116,235. <sup>00</sup>

For contract year October 1, 2023 to September 30, 2024, the Captains will receive an increase to base pay of \$10,225.<sup>00</sup>.

For contract year October 1, 2024 to September 30, 2025, the Captains will receive an increase to base pay of 5%.

For contract year October 1, 2025 to September 30, 2026, the Captains will receive an increase to base pay of 6%.

- 16.7 Current employees who successfully complete the State Paramedic program and attain certification and clearance from the Medical Director shall have \$10,208.<sup>00</sup> added to their base salary.
- 16.8 All above monies for Paramedic shall be paid as long as the certifications are maintained and utilized as requested.

- 16.9 Effective October 1, 2014, employees who have reached the maximum of their wage scale will receive any further wage increase in a lump sum. Lump sum payments are included in the pension contributions, but they are not perpetual.
- 16.10 Employees will receive pay and notice of related benefits (sick leave, vacation leave, deduction of dues, and the like) on a biweekly schedule as determined by the City during the term of this Agreement.
- 16.11 Notification will be made to the bargaining unit of any change to the payroll schedule not less than ninety (90) days in advance of implementation of the change.
- 16.12 Notification will be made to the bargaining unit of any change to the payroll schedule not less than ninety (90) days in advance of implementation of the change.

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ARTICLE 17  
**MIN/MAX BASE PAY TABLE**

	<u>10/1/23 - 9/30/24</u>	<u>10/1/24 - 9/30/25</u>	<u>10/1/25 - 9/30/26</u>
<b>Firefighter/EMT:</b>			
Min:	\$50,000. <sup>26</sup>	\$51,000. <sup>27</sup>	\$52,020. <sup>27</sup>
Max:	\$82,110. <sup>00</sup>	\$83,752. <sup>00</sup>	\$85,427. <sup>24</sup>
<b>Firefighter/Paramedic:</b>			
Min:	\$60,208. <sup>26</sup>	\$61,412. <sup>43</sup>	\$62,640. <sup>67</sup>
Max:	\$91,758. <sup>00</sup>	\$93,593. <sup>16</sup>	\$95,465. <sup>02</sup>
<b>Fire Equipment Operator/EMT:</b>			
Min:	\$58,352. <sup>73</sup>	\$59,519. <sup>78</sup>	\$60,710. <sup>18</sup>
Max:	\$93,204. <sup>00</sup>	\$95,068. <sup>08</sup>	\$96,969. <sup>44</sup>
<b>Fire Equipment Operator/Paramedic:</b>			
Min:	\$68,560. <sup>73</sup>	\$69,931. <sup>94</sup>	\$71,330. <sup>58</sup>
Max:	\$102,851. <sup>00</sup>	\$104,908. <sup>02</sup>	\$107,006. <sup>18</sup>
<b>Captain/EMT:</b>			
Min:	\$68,296. <sup>54</sup>	\$69,662. <sup>48</sup>	\$71,055. <sup>72</sup>
Max:	\$106,588. <sup>00</sup>	\$108,719. <sup>76</sup>	\$110,894. <sup>16</sup>
<b>Captain/Paramedic:</b>			
Min:	\$78,504. <sup>54</sup>	\$80,074. <sup>63</sup>	\$81,676. <sup>12</sup>
Max:	\$116,235. <sup>00</sup>	\$118,559. <sup>70</sup>	\$120,930. <sup>89</sup>

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ARTICLE 18  
**CALL – BACK PAY**

- 18.0 Off duty 24-hour shift personnel who are called back to work for unscheduled overtime by the City shall be paid a minimum of four (4) hours pay at 1.5 times their regular hourly rate provided it does not overlap with their regular work schedule. Off duty personnel called back to work must remain on duty for the entire four (4) hours to be compensated for those hours. However, the Fire Chief, or designee, and the employee may agree to allow the employee to leave prior to the employee working four hours and be paid for 2 hours at 1.5 times their regular hourly rate whether or not such payment is required under FLSA.
- 18.1 Off duty 40-hour personnel who are called back to work for unscheduled overtime by the City shall be paid a minimum of four (4) hours pay at 1.5 times their regular hourly rate provided it does not overlap with their regular work schedule. Off duty personnel called back to work must remain on duty for the entire four (4) hours to be compensated for those hours. However, the Fire Chief, or designee, and the employee may agree to allow the employee to leave prior to the employee working four hours and be paid for 2 hours at 1.5 times their regular hourly rate whether or not such payment is required under FLSA.

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**ARTICLE 19**  
**VACATION BENEFITS**

19.0 The City and the Union agree that all members covered by this agreement shall accrue leave based on their date of employment and shall be limited to the following schedule:

(a) Leave for employees assigned to twenty-four-hour shift is as follows:

YEARS OF SERVICE	ANNUAL LEAVE	HOLIDAY HOURS*	SHIFTS OFF	TOTAL MAXIMUM CARRY OVER
< 1 YEAR	48 HOURS, 1.85 HOURS PER PAY PERIOD	**	0	156
1-6 YEARS	120 HOURS, 4.62 HOURS PER PAY PERIOD	132	10	252
6-15 YEARS	192 HOURS, 7.38 HOURS PER PAY PERIOD	132	13	324
15 + YARS	264 HOURS, 10.15 HOURS PER PAY PERIOD	132	16	396

\* Holiday hours credited from Article 13, Holidays.

\*\* Employees in their first year of service shall have all holiday hours pro-rated from date of hire until September 30th.

(b) Employees assigned to forty (40) hour positions shall accrue vacation as follows:

YEARS OF SERVICE	ANNUAL LEAVE
< 1 YEAR	40 HOURS - 1.54 HOURS PER PAY PERIOD
MORE THAN 1 YEAR, LESS THAN 6 YEARS	80 HOURS - 3.08 HOURS PER PAY PERIOD
MORE THAN 6 YEARS, LESS THAN 15 YEARS	120 HOURS - 4.62 HOURS PER PAY PERIOD
MORE THAN 15 YEARS	160 HOURS - 6.15 HOURS PER PAY PERIOD

19.1 Employees assigned to twenty-four shifts shall select leave in the following manner:

- (a) There shall be one (1) list, inclusive of both bargaining units, with five (5) leave slots for each day.
1. The total number of Captains on vacation and Kelly may be five (5) per day.
  2. The total number of FEO's on vacation and Kelly may be five (5) per day.
  3. Firefighter/EMT's and Firefighter/Paramedics may total eight (8) on Kelly and vacation leave, if available.
  4. Unused Kelly day slots may be used as vacation slots as long as the request is made by the conclusion of the shift prior to. Requests to fill an unused Kelly

that occur after the previous shift ends will only be approved if the request, coupled with the number of employees on FMLA or light duty, does not create overtime.

5. If shift staffing has a vacancy, then a Kelly day slot will remain open until the vacancy is filled.
  - (b) Selections will be in increments of one (1) twenty-four (24) hour day and charged hour for hour. Employees after their first year will be allowed to receive their vacation hours on October 1 of each year (in order to allow them to pick vacation days earlier in the year). If an employee leaves the City with a negative balance in their account, the City shall be reimbursed from the employee's final check if needed to make up the shortfall.
  - (c) Leave selection shall be selected by department seniority.
  - (d) Once the vacation list has been compiled, employees may select additional days if they have the time available. This second round shall be selected by department seniority.
  - (e) Once the second round of vacation picks have been completed, all available vacation slots shall be "at large", by "first-come first-served".
- 19.2 Paid leave may not be taken during the initial six (6) months of employment.
- 19.3 Employees assigned to forty (40) hour positions shall select leave by seniority in rank.
- 19.4 Employees on a 24/48 schedule may elect to sell back two (2) vacation days per year. Employees on a 40-hour schedule will be allowed to sell back up to forty (40) hours. The request must be made by October 15th and will be paid on the 2nd pay period of November.
- 19.5 A vacation day(s) becomes open after an employee leaves the shift.
- i.e., Promotion, retirement, transfer, separation etc.
  - The day will be considered open on the shift following the last duty day of that person leaving the shift<sup>1</sup>.
- (a) The open vacation day(s) will be made available to employees of the same rank by seniority, provided they have vacation time available to them or change previously selected vacation day(s).

- (b) After three (3) shifts pass without anyone of that same rank electing to take these days, they shall become available “at large”, by “first-come first-served”<sup>2</sup>.
- (c) This applies only to the actual vacation day(s) that become open after an employee leaves the shift. This is not intended to create a domino effect, where-by the entire shifts vacation list is reselected
- (d) If an employee turns in (cancels) selected vacations pick, that vacation day shall become available “at large”, by “first-come first-served”.

<sup>1</sup> Example, last duty day is April 3; days will be by seniority during April 6, 9, and 12.

<sup>2</sup> Example, On April 13th the days are available by “first-come first-served”.

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**ARTICLE 20**  
**UPGRADES**

- 20.0 Prior to being considered for upgrade, the following criteria must be met: SEE Article 21.
- 20.1 Personnel obtaining certification or compliance are responsible for renewal requirements and shall maintain their certification or compliance thereafter. Failure to do so shall result in the loss of upgrade monies.
- 20.2 Firefighters upgraded from a level I position to a level II position shall receive an increase of \$2,393.<sup>00</sup> to their base pay. FEOs upgraded from a level I position to a level II position shall receive an increase of \$3,589.<sup>00</sup> to their base pay. Employees will be required to maintain the requirements of the level I and II position.
- 20.3 Firefighters and FEOs upgraded from a level II position to a level III position shall receive an increase of \$2,500.<sup>00</sup> to their base pay. Employees will be required to maintain the requirements of the level I, II and III positions.
- (a) Employees holding level III status will be required to ride out of class as needed.
- 20.4 The word "compliance" as used in this Article will be interpreted to mean, a certificate of compliance issued to any person satisfactorily complying with the training program requirements listed under the respective categories required to be established by Section 633 or 401, Florida Statutes. Qualifications for a certificate of compliance or certification shall be defined by the certifying agency.

**FIREFIGHTER UPGRADES**

**FIREFIGHTER LEVEL II UPGRADE:**

- 20.5 In order for a Firefighter/EMT I or Firefighter/Paramedic I to be upgraded to a Level II classification they must have completed all the following requirements:
- (a) Must have two (2) years of continuous service with Ocala Fire Rescue.
- (b) Must have successfully completed the following Bureau of Fire Standards and Training or Ocala Fire Rescue approved courses:
3. Pump Operator Certification
4. IS-800: National Response Framework, An Introduction

5. Aerial Operations or USAR Vehicle and Machinery Operations

6. Courage to Be Safe

### **FIREFIGHTER LEVEL III UPGRADE:**

20.6 In order for a Firefighter/EMT II or a Firefighter/Paramedic II to be upgraded to a Level III classification they must have completed all the following requirements:

- (a) Must have three (3) years of continuous service with Ocala Fire Rescue with at least one (1) year as a Firefighter/EMT or Firefighter/Paramedic Level II.
- (b) Must have successfully completed the following Bureau of Fire Standards and Training or Ocala Fire Rescue approved courses:
  - 1. Firefighting Tactics and Strategies I.
  - 2. US&R Vehicle & Machinery Operations Course
  - 3. Forty (40) hour course Rapid Intervention or Rope Ops Level I
  - 4. Fire Service Course Delivery.

### **FIRE EQUIPMENT OPERATOR UPGRADES**

#### **FIRE EQUIPMENT OPERATOR LEVEL II UPGRADE:**

20.7 In order for a Fire Equipment Operator I to be upgraded to Level II they must meet all the following requirements:

- (a) Must have met all the requirements of Fire Equipment Operator I
- (b) Must have a minimum of two (2) years in the rank of Fire Equipment Operator I
- (c) Must have successfully completed the following Bureau of Fire Standards and Training or Ocala Fire Rescue approved courses:
  - 1. IS-300: Intermediate All-Hazard NIMS ICS Review for Expanding Incidents
  - 2. Fire Officer I certification

## **FIRE EQUIPMENT OPERATOR LEVEL III UPGRADE:**

20.8 In order for a Fire Equipment Operator II to be upgraded to Level III they must meet all the following requirements:

- (a) Must have met all the requirements of Fire Equipment Operator II
- (b) Must have a minimum of two (2) years in the rank of Fire Equipment Operator II
- (c) Must have successfully completed the following Bureau of Fire Standards and Training or Ocala Fire Rescue approved courses:
  - 1. Fire Instructor I certification
  - 2. Fire Inspector I certification
  - 3. US&R Rope Rescue Operations

## **ARTICLE 20 – OFFICERS UPGRADES**

20.9 Prior to being considered for upgrade, the following criteria must be met: SEE Article 21.

20.10 Personnel obtaining certification or compliance are responsible for renewal requirements and shall maintain their certification or compliance thereafter. Failure to do so shall result in the loss of upgrade monies.

20.11 Captains upgraded from a level I position to a level II position shall receive an increase of \$5,583.<sup>00</sup> to their base pay. Employees will be required to maintain the requirements of the level I and II position.

20.12 Captains upgraded from a level II position to a level III position shall receive an increase of \$2,500.<sup>00</sup> to their base pay. Employees will be required to maintain the requirements of the level I, II and III positions.

- (a) Employees holding level III status will be required to ride out of class as needed.
- (b) Employees holding level III status will be a Field Training Officer (FTO) and may be temporarily reassigned as necessary for the FTO program.

- 20.13 The word "compliance" as used in this Article will be interpreted to mean, a certificate of compliance issued to any person satisfactorily complying with the training program requirements listed under the respective categories required to be established by Section 633 or 401, Florida Statutes. Qualifications for a certificate of compliance or certification shall be defined by the certifying agency.

**CAPTAIN LEVEL II UPGRADE:**

- 20.14 In order for a Captain I to be upgraded to Level II, they must meet all the following requirements:
- (a) Must have a minimum of (9) years continuous service with Ocala Fire Rescue
  - (b) Must have two (2) years in any rank of Captain
  - (c) Must have successfully completed the following Bureau of Fire Standards and Training or Ocala Fire Rescue approved courses:
    - 1. Fire Officer II certification
    - 2. Fire Inspector II certification
    - 3. Live Fire Instructor certification, or ACLS Instructor, or BLS Instructor.

**CAPTAIN LEVEL III UPGRADE:**

- 20.15 In order for a Captain II to be upgraded to Level III, they must meet all the following requirements:
- (a) Must have ten (10) years continuous service with Ocala Fire Rescue
  - (b) Must have a minimum of two (2) years in the rank of Captain II.
  - (c) Must have successfully completed the following Bureau of Fire Standards and Training or Ocala Fire Rescue approved courses:
    - 1. Fire Officer III certification
    - 2. Incident Safety Officer
    - 3. Blue Card Certification

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ARTICLE 21  
**EDUCATIONAL LADDER**

Rank	Certification	Class	Hours	Total
<b>Firefighter I</b>	FL Compliance	Firefighter II	492	796
	FL License	Emergency Medical Technician	300	
			4	
<b>Firefighter II</b>	Pump Operators	Apparatus Operations	45	151
		Fire Service Hydraulics	45	
		IS-800 - National Response Framework	8	
		Aerial Operations or USAR Vehicle and Machinery Operations	45	
		Courage To Be Safe	8	
<b>FF III</b>		Tactics & Strategies I	45	167
		US&R Vehicle, Machinery Ops	32	
		Rapid Intervention or Rope Ops	45	
		Fire Service Course Delivery	45	
<b>FEO I</b>		Tactics & Strategies I	45	125
		US&R Vehicle, Machinery Ops	32	
		IS-200 - ICS for Single Resources	3	
		Rapid Intervention or Rope Ops	45	
<b>FEO II</b>	Fire Officer I	Fire Service Course Delivery	45	212
		Company Officer	45	
		Building Construction	45	
		Courage To Be Safe	8	
		Tactics & Strategies I	45	
		ICS 300 - Intermediate ICS	24	
<b>FEO III</b>	Fire Instructor I	Fire Service Course Delivery	45	315
	Fire Inspector I	Plans Review	45	
		Codes & Standards	45	
		Building Construction	45	
		Fire Prevention Practices	45	
		Private Fire Protection Systems	45	
		FL US&R Rope Rescue Ops	45	

Rank	Certification	Class	Hours	Total
<b>Captain I</b>	Fire Instructor I	Fire Service Course Delivery	45	315
	Fire Inspector I	Plans Review	45	
		Codes & Standards	45	
		Building Construction	45	
		Fire Prevention Practices	45	
		Private Fire Protection Systems	45	
		FL US&R Rope Rescue Ops	45	
<b>Captain II</b>	Fire Officer II	Fire Service Course Design	45	424
		State Emergency Response Plan	8	
		Fire Prevention Practices	45	
		Courage to Be Safe	8	
		Private Fire Protection Systems	45	
		ICS 300 - Intermediate ICS	16	
		Tactics & Strategies II	45	
	Fire Inspector II	Origin & Cause	45	
		Fire Chemistry	45	
		Fire Protection Systems II	45	
		PIO <u>OR</u> Fire & Life Safety Educator	45	
		LFTI certificate or ACLS or BLS instructor	32	
<b>Captain III</b>	Fire Officer III	I-450 - Advanced ICS	16	283
		Ethical & Legal issues	45	
		Chief Officer	60	
		Courage to Be Safe	8	
		Analytical Approach to Public Fire Protection	45	
		Incident safety officer	45	
		Blue Card	64	

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ARTICLE 22  
**PENSION**

22.0 The City agrees that during the term of this agreement it shall maintain a Firefighter Retirement Plan (hereinafter referred to as “the Plan”), to be amended as set forth in Section 30.3. The Plan shall be administered by the City of Ocala’s Firefighter Pension Board of Trustees (hereinafter “the Firefighter’s Pension Board), as established by Chapter 43 of the City Code of the City of Ocala.

22.1 During the term of this Agreement, the City’s annual contribution to the Plan shall be in accordance with actuarial requirements.

22.2 The parties agree that the Firefighter’s Pension Plan shall be amended as soon as practical following ratification of this Agreement, as follows:

The parties agree that the first \$200,000.<sup>00</sup> of Ch. 175 premium tax revenues received each year shall be applied to reduce the City’s annual required contribution to the pension fund and that 50% of all future Ch. 175 premium tax revenues received in excess of \$200,000.<sup>00</sup> per year shall be applied to reduce the unfunded actuarial accrued liability (UAAL) of the pension fund. The other 50% shall be deposited into the COLA fund. Upon reaching a funded ratio of 90% (actuarial value of assets divided by actuarial liabilities), all the Ch. 175 premium tax revenues received in excess of \$200,000.<sup>00</sup> per year shall be applied to the COLA fund.

The parties agree that DROP participants shall have the option to leave their money in the DROP account post termination and that said monies will either make or lose whatever interest rate the plan earns (net of fees).

22.3 To the extent Chapter 43 of the City’s Code is in any way inconsistent with the terms of this Article, Chapter 43 will be amended to reflect the terms of this Article. The terms of this Article, including the current method for funding the plan and the method for determining City and employee contributions, fully complies with all applicable laws and regulations.

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ARTICLE 23  
**INSURANCE BENEFITS**

- 23.0 The City and the Union agree that insurance benefits, as may be changed from time to time, shall coincide with the insurance benefits provided for all other employees.
- 23.1 Further, the City and the Union agree that this Article may be reopened for negotiations in the event the City should desire to modify coverage which would, in any manner, result in a material reduction or diminution of coverage.
- 23.2 When the City determines that there is reason to change benefits or coverage under the group insurance plan, the following procedure shall apply: (1) the City will provide, in writing, not less than two (2) weeks' notice to the Union of its determination; (2) the City may not implement any reduction in benefits or coverage until completion of negotiations or any impasse has been resolved by the City Council.
- 23.3 Any increase in health care costs will be applied consistent with the application for all City employees.
- 23.4 The City agrees to provide payroll deduction for one (1) additional insurance vendor as designated by the union, with the provision that the vendor must accept electronic funds transfer (EFT) payments.
- 23.5 The City agrees to provide an on-site health center for primary care appointments that shall be open a minimum of five (5) days per week with the exception of City designated holidays. The City on-site health center will observe and be closed on the City designated holidays.
- 23.6 Generic prescriptions from outside physicians will be permitted to be filled by the health center in accordance with the guidelines set forth by the health center.
- 23.7 The City and union agree that one (1) union-appointed representative will be allowed on the Insurance Review Committee. The union understands that the Insurance Review Committee is not a standing committee, and that it will convene on an as needed basis.

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ARTICLE 24  
**EDUCATION BENEFITS**

24.0 The City agrees to pay under guidelines herein; tuition, books, and lab fees for any employees who are taking job-related college or university courses or who are enrolled in a job-related degree programs, if funds are available in the training budget, providing courses have the Fire Chief's or designee prior approval.

24.1 **EMPLOYEE TRAINING:** The City Manager may establish and develop an educational program for employees. The purpose of any City-sponsored and City-paid training will be to enhance proficiency, knowledge, skill, and safety, and to provide for promotional opportunities. Prior approval to attend such classes must be obtained from the Fire Chief or designee.

Full-time, regular employees who are taking job-related college, university, or trade school courses, or who are enrolled in a job-related degree program shall be reimbursed for such courses when financially feasible and when:

- (a) The Fire Chief or designee have approved such courses in advance.
- (b) They successfully complete the course with a minimum grade of "C" or a pass/fail grading system.
- (c) They provide proof of payment within 60 days of course completion.

When these conditions are met, the City shall pay 100% of all out-of-pocket expenses incurred for tuition, registration, books and laboratory fees, excluding monies provided from other authorized sources such as Veteran's Administration benefits, up to \$2,000.<sup>00</sup> or any higher amount that is approved by City policy, per employee per fiscal year. Employees who leave employment of the City of Ocala within one (1) year of receipt of reimbursed funds shall be required to repay a pro-rated amount (amount to be reduced by 1/12 for each full month of employment in the 12-month period after the funds have been paid. Said funds are to be repaid to the City prior to receipt of their final paycheck.

24.2 Licenses and Certifications. Where classes or courses pertain to licenses, certifications, or certificates. If the employee wishes to accept Department tuition pre-payment or reimbursement for the classes or courses, then:

- (a) The Fire Chief must approve such courses or classes in advance.
- (b) The student must pass each of the classes or courses with a "c" grade or "satisfactory" (or equivalent certificate of attendance or completion) rating where grades are not provided (educational seminars).

- (c) The employee shall pass the required certification exam within 365 days of completion of the final class or course or 365 days after date of initial eligibility for certification. Failure to pass certification requirements shall result in the employee reimbursing all fees paid on his/her behalf towards that certificate or license at a pro-rated amount (amount to be reduced by 1/24 for each full month of employment in the 24-month period after the funds have been paid. Said funds are to be repaid to the City prior to receipt of their final paycheck.

The employee shall be required to 'practice' or use that professional certification or license on behalf of the City or Department for a minimum of 12 calendar months from the date of license or certification or shall be required to reimburse the City for the full amount of all tuition, books, registration, testing, licensure/registration, laboratory, and other such fees (excluding reimbursement of any payroll, leave, or overtime monies) paid by the City on behalf of the student. EXCEPTION: Where, in the exclusive judgment of the Fire Chief, the employee cannot use that certification due to job classification or assignment.

- 24.3 Employees who leave employment of the City of Ocala within one (1) year of receipt of funds and who have not completed at least 12 calendar months of service after receipt of the license or certification shall be required to repay 100% of said funds to the City prior to receipt of their final paycheck.
- 24.4 Books purchased with department funds shall be returned to the Training division. Books which are purchased with money from the employees \$2,000.<sup>.00</sup> allotted allowance is property of the employee.
- 24.5 In addition to the wage rates established by this Agreement, the City shall provide time-off, with pay, for fire and EMS related courses, provided that such courses are mandated by the City. The City may allow employees to fulfill all or any portion of their initial EMT or Paramedic certification requirements while on duty, including classroom and/or clinical training. When above minimum staffing, EMT and Paramedic students will be given first consideration above all other classes (such as USAR, OPS and FSFC). Nothing contained in this Agreement shall be construed to mean that the City has any obligation to allow any current or future employees to fulfill all or any portion of their initial EMT or Paramedic certification requirements while on duty.
- 24.6 Those courses, and under unforeseen circumstances, recertification requiring overtime shall have prior approval of the Fire Chief.
- 24.7 When in the exclusive judgment of the Fire Chief or designee, an employee has satisfactorily completed a total of 280 hours of City recognized job-related training, said employee shall be entitled to a one-time educational pay increase of \$1,914.<sup>.00</sup>, said monies to increase the employee's base salary at the time of his/her certification.

- 24.8 Training received for certification as a Firefighter, Emergency Medical Technician, or Paramedic, shall not apply toward the 280 hours of training referred to above.
- 24.9 A college or university - level course may be used toward 40 hours of these educational benefits with approval of the Fire Chief.
- 24.10 Fire Safety Inspector Certification - Upon certification as Fire Safety Inspector - 1, employees shall be entitled to receive a \$360 annual allowance paid bi-weekly.
- 24.11 Fire Officer I Certification - Upon certification as a Fire Officer I and successful completion of the State Pump Operator exam, Firefighters and FEO's shall be entitled to receive a \$360 annual allowance paid bi-weekly. Captains will receive a \$720 annual allowance paid bi-weekly.
- 24.12 Bilingual Pay - Employees who can speak conversational Spanish, American Sign Language, or other languages at the discretion of the Fire Chief, shall be entitled to receive a \$360 annual educational allowance for each language paid bi-weekly. To be eligible for this allowance, the employee must pass a conversational examination administered by a certified teacher of that language. The employee must pay any fee charged for the administration of this exam. The employee must recertify every two (2) years to maintain eligibility.
- 24.13 Forestry Red Card - upon successful completion of the requirements for the US Forestry Red Card certification (including the pack test), the employee will receive a \$360 annual allowance paid bi-weekly, provided the certification is current.
- 24.14 Incident Command Blue Card – Upon successful completion of the requirements for the Blue Card Hazard Zone Incident Command Certification (including 3-day Certification Lab), Firefighters and FEO's shall be entitled to receive a \$360 annual allowance paid bi-weekly provided the certification is current. Captains will receive a \$720 annual allowance paid bi-weekly provided the certification is current.
- 24.15 Special Operations qualifications as outlined in Article 27 – Employees that meet all the requirements for placement on the special operations team, including state certified Hazardous Materials Technician, but are not currently on the team shall receive \$360 annual allowance paid bi-weekly.
- 24.16 Live Fire Training Instructor – Employees that have and maintain a current state certification will receive \$60 per day when they perform as a Live Fire Safety instructor.
- 24.17 ACLS Instructors - Employees that have and maintain a current ACLS Instructor certification will receive \$60 per day when they perform as an ACLS instructor.

- 24.18 Except where otherwise specified, incentives awarded in this Article shall not alter the employee's base pay or pay grade.
- 24.19 Supplemental compensation will be paid to all eligible firefighters for possession of a degree upon official acceptance and notification from the Bureau of Fire Standards and Training as long as it is required under F.S 633.42 and Rule 69A-37.085.

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ARTICLE 25  
**CLOTHING AND EQUIPMENT ALLOWANCE**

25.0 The City and the Union agree that each employee shall be issued the following items when hired:

Four (4) pair of station trousers (female or male style)	One (1) uniform short-sleeve dress shirt
Four (4) station shirts	One (1) uniform long-sleeve dress shirt
Five (5) T-shirts	Two (2) sweatshirts
Three (3) pair of exercise shorts	Two (2) sweatpants
Two (2) pair of uniform shorts	Two (2) badges
One (1) jacket	Two (2) name tags
One (1) pair uniform dress trousers	Two (2) collar brass
	Two (2) baseball style hats

25.1 For all of the above, type and style to be determined at the sole discretion of the Fire Chief. The Union may form a committee to make recommendations to the Fire Chief on the above items. At any time, the Fire Chief/Fire Department changes logos and style of uniforms, all employees will be provided with an allotment of no less than two (2) of each affected garment. This cost will not be deducted from the employee's individual uniform budget.

25.2 An individual uniform budget will be established for each member annually exclusive of 1st year employees. Each member will be allotted \$500 annually for the purchase of uniform items, restricted to their own use, excluding the items listed to be purchased from the Uniform Allowance Section of this Article. This account does not belong to the member, nor does it have any cash value to the member. No member may donate, give, or otherwise transfer any amount of their account to anyone else. Only such uniform items approved by the Chief may be purchased from this budget. Standard City purchase methods will be used for these uniform purchases. The uniform store will be available for ten (10) months every year excluding August and September. The appropriation expires at the end of each Fiscal Year, with no roll-overs into the next year unless the uniform order was unable to be filled due to external backorders. Any uniform items purchased, with annual total costs in excess of the amount herein, shall be at the sole expense to the member and/or reimbursed to the City, unless otherwise approved by the Fire Chief.

- 25.3 Shoes and belts are to be solid black. Belt buckles are to be plain or as approved by the Fire Chief. Socks are to be solid navy blue, black, or white in color, as approved by the Fire Chief.
- 25.4 It shall be the responsibility of individual employees to maintain their uniforms in a neat and clean manner, such determination to be made in the exclusive judgment of the Fire Chief or designee.
- 25.5 Protective clothing and devices and other equipment required by the City to be worn or carried by employees shall be furnished by the City. The type, style, and quantity of such protective clothing devices and other equipment are at the sole discretion of the Fire Chief, with suggestions from the health and safety committee.
- 25.6 Replacement of protective clothing and equipment will be accomplished when necessary, in the exclusive judgment of the Fire Chief.
- 25.7 No article of clothing or equipment provided for herein shall be used during off-duty hours, except as authorized by the Fire Chief.
- 25.8 The City and the Union agree that each employee shall be paid an annual allowance of \$750, to be prorated and paid annually for: uniform maintenance, purchase of shoes, socks, belts, pillows, blankets, sheets, and bath towels. Annual payment will be made by October 31st.

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ARTICLE 26  
**MISCELLANEOUS EMPLOYEE BENEFITS**

- 26.0 Employees required to use personal vehicles when ordered to report to another duty station without prior notification after reporting to or leaving from his/her regular duty station shall be paid \$10.<sup>00</sup> per move.
- 26.1 The City agrees to furnish one (1) local newspaper in each Fire Station.
- 26.2 The City agrees to provide basic cable television to each Fire Station.
- 26.3 The City agrees to provide a washer, dryer, and laundry supplies (to include bleach and laundry detergent) to each Fire Station at all times.
- 26.4 The City agrees to provide internet access to each Fire Station. Individual usage of the internet shall be governed by the City's Internet Usage Policy. Inappropriate use of the internet may result in the revocation of internet access from the Fire Station where the violation occurs.
- 26.5 Electronic or network system failures shall not result in a violation of this agreement and are not subject to the grievance procedure.

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ARTICLE 27  
**SPECIAL OPERATIONS TEAM & USAR TEAM**

- 27.0 The Special Operations/USAR Team consists of personnel that have been trained in technical rescue, trench rescue, confined space rescue and hazardous materials identification and response. The City and the Union agree that both parties will participate in the promotion of all aspects of the team.
- 27.1 The City and the Union understand that regularly scheduled drills shall be required to facilitate a cohesive and functioning Special Operations Team / USAR Team.
- 27.2 The Special Operations Team / USAR Team shall consist of a minimum of thirty-two (32) Ocala Fire Rescue bargaining unit members, with a minimum of twenty-four (24) trained for USAR Team activities.
- 27.3 Special Operations team member requirements shall be:
- (a) The individual must be a minimum rank of Firefighter/EMT II or Firefighter/Paramedic II.
  - (b) The individual must submit in writing to the Special Operations Commander requesting to be placed on the Special Operations list.
  - (c) The individual qualifications will be reviewed by the Fire Chief or designee.
  - (d) The individual applying must have a minimum of fifty (50) Special Operations educational points, to include five (5) of the following classes with each class being worth ten (10) points:
    - 1. Rope Operations
    - 2. Confined Space Rescue
    - 3. Trench Rescue
    - 4. Vehicle Machinery Operations
    - 5. Hazmat Technician with State certificate
    - 6. On Scene Commander (Fire Officer I state certificate)
    - 7. Structural Collapse Operations
    - 8. Rope Technician
    - 9. Vehicle Machinery Technician
    - 10. Structural Collapse Technician
  - (e) Once the individual has satisfied the (50) point minimum the following courses may be applied toward his point goal:
    - 1. Hazmedic

- 27.4 Selection to the Special Operations Team / USAR Team will be based on the following point system: (classes taken, seniority and time on list)
- (a) Seniority credit shall be awarded at the rate of one (1) point for each year of continuous satisfactory service, to a maximum of ten (10) points.
  - (b) Time on the list shall be awarded at the rate of one-half (1/2) point per year to a maximum of five (5) points.
  - (c) The candidate accumulating the highest total score shall be selected to the team.
  - (d) In the event two (2) candidates are rated equal after all points are calculated, the member with the most department seniority will be offered the position. First selection to the USAR team will be the most qualified personnel coming from the USAR List.
  - (e) Second consideration will be given to members that meet the qualifications for the special operations waiting list.
- 27.5 Once assigned to the Special Operations Team, the new member will have one (1) year to cross-train in specialty areas they have not completed providing classes are offered locally. Documentation will be furnished by team members of any class cancellations and a copy of student's application. Failure to cross train will result in removal from the team. All members of the Special Operations Team are required to be Operations Level in five (5) disciplines: Ropes, VMR, Confined space and Trench. All members are also required to be a Hazmat Technician with state certification.
- 27.6 Once assigned to the USAR Team, the new member will have one (1) year to cross-train in specialty areas they have not completed providing classes are offered locally. Documentation will be furnished by team members of any class cancellations and a copy of student's application. Failure to cross train will result in removal from the team. All members are required to be Technician Level in all six (6) disciplines in order to be considered deployable or qualified: Ropes, VMR, Trench, Confined Space, Hazmat and Structural Collapse.
- 27.7 Incentive pay will be paid annually after certification by the special operations team leaders task force that each individual has received annual refresher training. Incentive pay will be paid biweekly.
- (a) Dismissal from team will result in forfeiture of any remaining incentive monies.
  - (b) Annual incentive pay will be prorated for new team members from the date appointment to the team.
  - (c) Special Operations Team Members will be entitled to receive \$2,760.<sup>00</sup> per year.

(d) USAR Team Members will be entitled to receive \$600 per year.

(e) USAR Team Members considered on deployment will report to a City of Ocala Team Leader selected by the City of Ocala USAR Commander prior to deployment and all members will be paid (portal to portal) for all hours outside their regularly scheduled duty days.

(f) When USAR members are deployed on their normal duty day they will be paid for 24 hours regardless of actual hours worked.

27.8 The City of Ocala shall ensure that entrance, annual and exit physicals are performed on all team members in accordance with all federal and state laws.

27.9 When the employee has a verifiable work-related contact with a hazardous materials or substance, the supervisor shall complete an accident report and the employee shall report to the Fire Chief or designee who, at the employee's or the employer's request, will send the employee to the employee clinic. If a toxic blood level test or any other procedure is administered, the results of the test shall become part of the employee's permanent medical record.

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ARTICLE 28  
**AIRCRAFT RESCUE FIREFIGHTING TEAM | ARFF**

- 28.0 The City of Ocala will develop and maintain a trained ARFF (Aircraft Rescue Firefighting) team.
- 28.1 The City and the Union agree that both parties will participate in the promotion of all aspects of the team.
- 28.2 The ARFF Team will consist of up to 20 Ocala Fire Rescue bargaining unit members. When an ARFF team member or members are part of the daily minimum staffing, there shall be a minimum of one (1) ARFF member at the assigned ARFF station.
- 28.3 The ARFF team shall consist of an equal number of Captains, FEOs, and FF's on each shift if those ranks are represented with qualified personnel. If there is not an equal number of each rank available, an open position will be filled by the order of the list.
- 28.4 ARFF team member requirements shall be:
- (a) The individual must be a minimum Firefighter/EMT II or Firefighter/Paramedic II.
  - (b) The individual must submit in writing to the ARFF Team Leader requesting to be placed on the ARFF list.
  - (c) Comply with the FAA's CFR Part 139 required qualifications for ARFF Firefighters.
- 28.5 Selection to the ARFF team will be based on the following point system (seniority, education, time on list, and written test). The wait list will be maintained and kept up to date quarterly by ARFF Team Leader.
- (a) The ARFF written test will be given when an individual is seeking placement on the team or when the current list is vacant. This is a pass/fail test.
  - (b) Seniority credit shall be awarded at the rate of (1) point for each year of continuous satisfactory service, to a maximum of ten (10) points.
  - (c) Time on the list shall be awarded at the rate of one-half (1/2) point per year to a maximum of five (5) points.
  - (d) 50 points for having a 40-hr. basic ARFF certification.
  - (e) When an opening occurs, the candidate accumulating the highest total score in the rank needed shall be selected to the team first.

(f) In the event two (2) candidates are rated equal after all points are calculated, the member with the most department seniority in the rank will be offered the position. The need of the ARFF team will be based on the lowest rank represented at the time of vacancy.

(g) All other candidates will be placed on the waiting list. Personnel not having the basic ARFF certification at the time of the test will be allowed to submit their certificate for points upon completion and their placement on the list adjusted.

28.6 The Department will provide relief if on duty during the scheduled annual ARFF burn.

28.7 ARFF team members will receive a \$2,000.<sup>00</sup> annual incentive paid bi-weekly.

(a) Annual incentive pay will be prorated for new team members from date of appointment to the team.

28.8 Required minimum education for ARFF members shall be defined within the ARFF SOG's / Airport certification manual / emergency plan (ACM/ EP).

28.9 Members that do not complete the required training will forfeit their incentive monies ARFF pay incentive monies and will be removed from the team.

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ARTICLE 29  
**HONOR GUARD**

- 29.0 The City and the Union agree that both parties will participate in the promotion of all aspects of formulating an Honor Guard consisting of up to twelve (12) members.
- 29.1 The City and the Union understand that regularly scheduled drills shall be required to facilitate a cohesive and functioning Honor Guard.
- 29.2 The official details of the Honor Guard shall be to represent Ocala Fire Rescue at funerals, flag ceremonies, recommended by the team task force and other details as assigned by the Fire Chief or designee.
- 29.3 When the Honor Guard functions in its official capacity, or in a regular scheduled drill, the members that are not on duty shall be paid at their overtime rate. Members that are on duty will be allowed to participate without providing their own relief.
- 29.4 All Honor Guard Members are required to complete the State Honor Guard class when available. Cost for the class will be paid by the City. After successful completion, the Honor Guard team member will be entitled to receive an annual incentive pay of \$600 after a written request has been submitted to the Fire Chief or his designee.
- 29.5 The City shall provide transportation to all official details of the Honor Guard.
- 29.6 Members of the Honor Guard shall elect a Commander to serve as coordinator. Members of the Honor Guard team shall also elect two (2) additional team members to serve in conjunction with the Commander. These three (3) members shall constitute the team task force for Ocala Fire Rescue's Honor Guard. Their duties shall include development and implementation of standard operation guidelines shall include performance standards and attendance requirements for the Honor Guard.
- 29.7 Members of the department requesting to be considered for a position on the Honor Guard shall submit a written request to the Commander.
- 29.8 The Honor Guard Task Force shall review requests for team membership and forward their recommendation to the Fire Chief. Final determination shall be made by the Fire Chief.
- 29.9 The Honor Guard Task Force may request the removal of any team member, for violation of the standard operating guidelines to the Fire Chief for final determination.
- 29.10 The City shall be responsible for furnishing and maintaining the Honor Guard team members a dress uniform. Type and style of the dress uniform shall be made by the Fire Chief based on a recommendation by the Honor Guard Task Force.

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ARTICLE 30  
**VACANCIES, PROMOTIONS**

- 30.0 When a full-time regular vacancy (no longer occupied or date of posting for new positions) occurs in any position classification within the bargaining unit, it will be filled by lateral transfer first, then from the top of the current promotional list within thirty (30) working days or sixty (60) working days if an Assessment Center/Promotional Process is to be done, whenever possible, provided however, the filling of all positions must have City Manager approval.
- 30.1 The promotional list in effect at the time the vacancy occurs shall be used.
- 30.2 All promotions will be made in accordance with the following criteria:
- (a) Regularly scheduled Promotional Lists shall be valid for a period of two (2) years. Out of cycle lists will remain effective until the next regularly scheduled test list becomes effective.
  - (b) Normal scheduled testing for Officers (Captains) will be done during odd numbered years.
  - (c) Normal scheduled testing for FEO's (Fire Equipment Operators) shall be done during even numbered years.
  - (d) Years of continuous service for minimum eligibility requirements and additional years of service points will be calculated as of May 1<sup>st</sup>. In the event that an out of cycle test must be given all the same parameters for testing qualifications will be followed. A member must turn in all minimum educational requirements prior to being eligible to take the written exam. Years of service and minimum time in grade requirements will be calculated to the date the list becomes effective.
  - (e) Employees who have been demoted without prejudice may be allowed to sit for the next scheduled biannual Assessment Center/Promotional Process. All previous service in rank may be considered, at the Fire Chief's sole discretion, as continuous service toward fulfillment of the time requirements.
  - (f) Demotions for cause (with prejudice) and employees serving disciplinary probation are not eligible to sit for the Assessment Center/Promotional Process or qualification process for the length of any probationary period.
  - (g) Firefighters promoting to FEO will receive an increase in base salary of \$4,500.<sup>00</sup> or will be placed at the bottom of the FEO's pay range, whichever is greater.
  - (h) FEO's promoting to Captain will receive an increase in base salary of \$7,000.<sup>00</sup> or will be placed at the bottom of the Captain's pay range, whichever is greater.

- 30.3 Prior to being considered for promotion, the following criteria must be met:
- (a) Successful completion of a written exam: a score of eighty percent (80%) is required to be eligible to move to the FEO practical exam and/or Captain's Assessment Center/Promotional Process. The written exam will count as twenty five percent (25%) of the total score.
  - (b) Successful completion of Practical Exam shall require a minimum score of eighty percent (80%) to be eligible for placement on the Promotional List. The Practical Exam will count for seventy-five (75%) of the total score.
  - (c) The formula for calculating scores is as follows; 200-point total with 150 maximum points for the assessment center & 50 maximum points for the written exam.
  - (d) After totaling test scores, education, in grade points, and seniority points shall be added.
- 30.4 Assessment Center/Promotional Process will be conducted bi-annually during the month of April with the Officers' testing completed in the odd-numbered calendar years, and the FEO's' testing completed in the even-numbered calendar years.
- (a) All minimum educational requirements, all Veterans preferences/points and training must be turned in by April 1st by 5:00 p.m., or the day of the written exam on an out of cycle test.
  - (b) Study materials will be available by January 15<sup>th</sup>
  - (c) All testings will be completed by April 30<sup>th</sup>
  - (d) The Union shall be allowed to have an observer present during the administration of the Assessment Center/Promotional Process.
  - (e) The employees testing will have the opportunity to review any video or audio in the presence of a union representative and a training representative prior to the posting of the list
- 30.5 Prior to the beginning of the testing process, a coordinating meeting will occur with test administrators and union officials for the purposes of determining:
- (a) proposed take home projects
  - (b) The need to video and provide audio for all tactical segments of the testing process
  - (c) the process to utilize or review video and audio

(d) the opportunities for Union officials to observe the processes

- 30.6 A sign-up sheet for personnel desiring to participate in an FEO's practical exam and/or Captain's Assessment Center/Promotional process will be made available in the Training Division where personnel may sign-up from November 1 to December 15, prior to the test process.
- 30.7 Failure to notify the Training Division as stated above shall result in the individual not being allowed to sit for the promotional test and/or Assessment Center/ Promotional Process, for that year only. It shall not disqualify the person for future promotional tests or Assessment Centers/Promotional Process.
- 30.8 No one shall be allowed to sit for a test after the posted starting time.
- 30.9 To be eligible to sit for the Assessment Center/Promotional Process the following criteria must be met:
- (a) The word "compliance" as used in this Article will be interpreted to mean "a certificate of compliance issued to any person satisfactorily complying with the training program requirements listed under the respective categories required to be established by Section 633 or 401, Florida Statutes. Qualifications for a certificate of compliance or certification shall be defined by the certifying agency.
  - (b) Personnel obtaining certification or compliance are responsible for renewal requirements and shall maintain their certification or compliance thereafter.
  - (c) Employees shall be in probationary status for a period of one (1) year from their date of hire. In order to be removed from probationary status, the employee must receive a minimum of a "Satisfactory" performance evaluation.
  - (d) "Approved" means accredited by the Florida State Fire College or Florida State Fire Marshal's Office, Bureau of Standards and Training. College credit hour courses may be approved by the Fire Chief or designee.

**30.10 FIRE EQUIPMENT OPERATOR**

- (a) In order for a candidate to be eligible to sit for the Fire Equipment Operator Assessment Center/Promotional Process, they must have four (4) years of continuous service and be a FF II.
- (b) Must have successfully completed the following Bureau of Fire Standards and Training or Ocala Fire Rescue approved courses:
  - 1. Tactics & Strategies I
  - 2. US&R Vehicle and Machinery Operations
  - 3. IS-200 – ICS For Single Resources

#### 4. Rapid Intervention or Rope Ops Level 1

- (c) FEO Promotion: begin assignment on rescue, and move to fire engine, tower, or squad by seniority in grade.

### 30.11 **FIRE CAPTAIN**

When a vacancy occurs the first consideration shall be given to qualified employees currently holding a Captain's position. Second consideration shall be from those qualified on the current promotional list (selection process starting at the top of the promotional list).

- (a) In order for a candidate to be eligible to sit for the Captain I Assessment Center/Promotional Process they must have three (3) years as a promoted FEO and be an FEO II and;
- (b) Must have successfully completed the following Bureau of Fire Standards and Training or Ocala Fire Rescue approved courses:
  - 1. Fire Instructor I
  - 2. Fire Inspector I
  - 3. Urban Search and Rescue, Vehicle and Machinery Technician or Blue Card

### 30.12 **OTHER CAPTAIN POSITIONS:**

The following Captain positions are appointed positions at the discretion of the Fire Chief: Training Specialist, Fire Safety Inspector, Logistics Officer & EMS Coordinator.

#### 1. *CAPTAIN TRAINING SPECIALIST*

- (a) Promotions made into this position shall not be eligible to transfer to any other Captain's position for a period of two (2) years.
- (b) Candidate must possess the following certifications within one year of appointment:
  - 1. CPR Instructor Certification and maintain thereafter;
  - 2. LFTI I Certification and maintain thereafter;
  - 3. Paramedics must possess ACLS Instructor
- (c) Any Captain transferring into Training must remain in the position for a minimum of one (1) year. After one year, the employee may request a transfer from the Training division dependent on an employee of the same rank being willing to transfer into their position.

## *2. CAPTAIN FIRE SAFETY INSPECTOR*

- (a) Promotions made into this position shall not be eligible to transfer to any other Captain's position for a period of three (3) years.
- (b) Candidate must possess the following certifications within eighteen (18) months of appointment:
  - 1. Compliance from the Bureau of Fire Standards and Training as a Fire Investigator
- (c) Any Captain transferring into Prevention must remain in the position for a minimum one (1) year. After one year, the employee may request a transfer from the Prevention division dependent on an employee of the same rank being willing to transfer into their position.

## *3. CAPTAIN LOGISTICS OFFICER & EMS COORDINATOR*

- (a) Promotions made into this position shall not be eligible to transfer to any other Captain's position for a period of two (2) years.
- (b) Candidate must possess the following certifications within one year of appointment:
  - 1. CPR Instructor Certification and maintain thereafter;
  - 2. ACLS Instructor Certification and maintain thereafter;
  - 3. EMT/Paramedic Certification.
- (c) Any Captain transferring into Logistics must remain in the position for a minimum of one (1) year. After one year, the employee may request a transfer from the Logistics division dependent on an employee of the same rank being willing to transfer into their position.

30.13 Employees who are on duty during the administration of the Assessment Center/Promotional Process will be allowed time off to sit for the Assessment Center/Promotional Process without furnishing their relief, at the sole discretion of the Fire Chief or designee

30.14 Seniority credit for promotions shall be awarded as follows:

- (a) FEO Assessment Center/Promotional Process at the rate of ½ point for each year of continuous satisfactory service. There is no maximum number of years/points.
- (b) Captain Assessment Center/Promotional Process at the rate of ½ point for each year of continuous satisfactory service. There is no maximum number of years/points.

- 30.15 It is agreed that seniority credits shall be computed as of May 1.
- 30.16 Employees participating in the FEO and/or Captain's Assessment Center who are certified as a Fire Officer II shall be given three (3) points. Employees participating in the promotional process for FEO shall receive three (3) points upon state certification of FO I. Employees participating in the FEO and/or Captain's Assessment Center Promotional process, who are State of Florida certified Paramedics cleared by the Medical Director shall be given five (5) points. Employees participating in the FEO and/or Captain's Assessment Center Promotional process, who are certified as Fire Inspector I shall be given three (3) points.
- 30.17 Captain's candidates with an Associate degree from a regionally accredited college/university shall be given two (2) points or employees with a bachelor's degree shall be given four (4) points.
- 30.18 FEO's candidates with an Associate degree from a regionally accredited college/university shall be given two (2) points or employees with a bachelor's degree shall be given four (4) points.
- 30.19 Whenever a current promotional list is vacated, a new Assessment Center/Promotional Process will not be held until the end of the two (2) year period or until a vacancy occurs.
- 30.20 Employees who are re-assigned from shift work to a daily work schedule shall be given a shift differential of ten (10%) percent added to their base pay. Shift differential shall be added to base pay, after any increase for a promotion.
- 30.21 As of the effective date of this contract, employees will maintain their current seniority and rank for promotions.

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ARTICLE 31  
**WORKING OUT OF CLASSIFICATION**

- 31.0 Upon ratification, any person covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank, one (1) step above that which they normally hold shall be compensated at the rate of \$2.<sup>00</sup> per hour for Acting F.E.O., \$3.<sup>00</sup> per hour for Acting Captain position and \$4.<sup>00</sup> per hour for Acting B/C or Fire Marshall positions, on an hour for hour basis. Employees holding a Level III position will be required to ride out of class as needed.
- 31.1 No employee shall move up more than one (1) rank when riding out of class.
- 31.2 Final determination and approval for acting responsibilities shall be made by the Fire Chief or designee.
- 31.3 Selection of employees to serve in an acting capacity of a Captain shall be as follows:
- (a) First – Employees on the current promotional list shall ride up according to their placement on that list.
  - (b) Second – FEO III's by seniority in grade.
  - (c) Third – Senior FEO II's by seniority in grade.
  - (d) Fourth – FEO I's by seniority in grade.
  - (e) An FEO that has a lower upgrade can ride out before a higher upgrade if all parties are in agreement.
- 31.4 Selection of employees to serve in an acting capacity of a FEO shall be as follows:
- (a) First – FEO-R lateral employee from within the station where the FEO-E vacancy occurs. Any other FEO-E vacancies will be filled with FEO-R's by seniority in grade. FEO-R employees have the ability to refuse the lateral transfer option on a semi-annual basis.
  - (b) Second – Employees on the current promotional list by placement on the list.
  - (c) Third – FF III's by seniority in grade.
  - (d) Fourth – FF II's by seniority in grade.
  - (e) Any FF that has a lower upgrade can ride out before a higher upgrade if all parties are in agreement.



- 31.5 Employees that are working out of class and are held in past the end of the work shift will have the out of class compensated at the rate of one and one half (1.5) times the appropriate out of class compensation.
- 31.6 Employees who do not want to be considered for moving to work out of class must furnish the Battalion Chief a letter. Letters can be submitted at any time during the year and will be in effect until rescinded. Once rescinded, another letter cannot be submitted by the same employee for the period of one (1) year. Employees who have submitted letters shall ride out of class if needed based on seniority with least in grade seniority III position riding out of class first. Personnel on current promotional list cannot submit a letter.
- 31.7 Employees on probation shall not be considered for work out of classification during their probationary period.
- 31.8 If, in the exclusive judgment of the Fire Chief or designee, there are no qualified employees on the shift in question, a qualified employee of that rank which is vacant shall be called in to work.

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ARTICLE 32  
**GRIEVANCE PROCEDURE**

- 32.0 It is the policy of the City and the Union to encourage informal discussions between employees and the Fire Chief concerning any complaints or suggestions employees may wish to discuss.
- 32.1 Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to all concerned without need for recourse to the formal grievance procedure.
- 32.2 The term “grievance” as used in this Agreement, shall mean a complaint by an employee or union representative against the City alleging failure to comply with a specific provision of this Agreement.
- 32.3 All grievances arising under the terms of this Agreement shall be handled as follows:
- 32.4 **STEP ONE:** The aggrieved employee and/or Union representative shall discuss the grievance with the Assistant Fire Chief within fourteen (14) calendar days of the occurrence of the act which gave rise to the grievance. In the event the Assistant Fire Chief is not available within the given time period, the grievance will advance directly to the Fire Chief.
- (a) The Assistant Fire Chief shall attempt to adjust the matter and respond to the employee within seven (7) calendar days of the time the alleged grievance is brought to the attention of the Assistant Fire Chief.
- 32.5 When a grievance is general in nature (class action), in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure, within the time limits provided for the submission of a grievance in Step 1 and will be signed by all aggrieved employees or union representative. When a class action grievance has been filed on behalf of any or all employees, no other grievance may be filed on the matter in question.
- 32.6 All grievances must be processed within the time limits herein provided unless extended by mutual agreement, in writing.
- 32.7 **STEP 2:** If the grievance has not been satisfactorily resolved per Step 1, above, the aggrieved employee may reduce the grievance to writing with a statement containing the basic factual information necessary to a full discussion of the grievance (the action, remedy, or adjustment requested and the aggrieved person’s signature and the date signed), and a statement of the specific provision(s) of the contract alleged to have been violated.

- (b) Such written grievances shall be presented to the Fire Chief or designee within seven (7) calendar days from the time the Assistant Fire Chief's response was due in Step 1.
- (c) If no such written grievance is filed within the time allowed, or if Step 1 is not followed, the grievance shall be considered to be terminated and barred for all contractual and legal purposes.
- (d) The Fire Chief or designee shall meet with aggrieved employees and/or a Union representative, within five (5) calendar days from the date of receipt of the grievance and shall respond in writing within seven (7) calendar days of the meeting.

32.8 **STEP 3:** If the grievance has not been resolved satisfactorily per Step 2, the employee may present a written appeal to the City Manager or designee within seven (7) working days from the time the response was due in step 2.

- (a) The City Manager or designee shall meet with the employee and the Union representative, within seven (7) calendar days.
- (b) The City Manager or designee shall respond, in writing, within fourteen (14) calendar days from the date of the meeting.

32.9 Any grievance not answered by Management within the time limits provided above automatically advances to the next higher step of the grievance procedure.

32.10 **STEP 4:** If a grievance, as defined above, has not been satisfactorily resolved, the Union may request arbitration, in writing, to the Office of the City Manager, no later than seven (7) calendar days after the City Manager's response is due per Step 3.

- (a) If no such written demand is presented within the aforementioned seven (7) calendar days, the grievance shall be considered to be terminated and barred.
- (b) Said written demand for arbitration shall set forth the issue(s) in dispute and the specific provision(s) of this Agreement alleged to have been violated.
- (c) The City shall present its answer, in writing, to the Union within ten (10) calendar days after receiving the demand for arbitration.
- (d) Said answer shall set forth the City's position and any additional provision(s) of this Agreement which it feels related to the issue(s).
- (e) The arbitration shall be based on the aforesaid written demand and the answer shall be strictly limited thereto.

- (f) If the City and the Union fail to agree upon and select an impartial umpire within seven (7) calendar days after the issue(s) for arbitration are formed, either party may request (and must notify the other party in writing) the Federal Mediation and Conciliation Service to name seven (7) persons who shall be affiliated with neither the City nor the Union, nor be employees of any Federal or State Agency, to serve as impartial umpire.
- (g) The City and the Union shall each alternately strike three (3) of the persons so named and the seventh or remaining person so named shall be the impartial umpire. A flip of the coin shall determine who strikes the first name.
- (h) Either party has the right to reject, entirely, the first panel provided by the Federal Mediation and Conciliation Service.
- (i) An impartial umpire may hear and decide only one (1) grievance unless otherwise agreed to by written agreement of the parties.
- (j) Both parties shall be given ample notice of the time and place of all hearings before the impartial umpire and shall be afforded ample opportunity to present to the impartial umpire evidence and contentions pertinent to the question(s) at issue, but no evidence shall be presented to, and no contention shall be before the impartial umpire, which is not pertinent to the question(s) at issue, and which was not raised in the aforesaid demand and answer.
- (k) Under no circumstances shall the impartial umpire render any decision which extends, modifies, suspends, alters, adds to, or amends this Agreement, or otherwise covers matters not already covered by a specific provision of this Agreement in light of the internal customs and past practices of this specific bargaining unit only.
- (l) The arbitrator may not issue declamatory or advisory opinions and shall confine himself/herself exclusively to the grievance presented to him/her, which grievance must be actual and existing at the commencement of the arbitration hearing.
- (m) The decision of the impartial umpire, on any issues before him/her in accordance with the provisions of this Agreement, shall be rendered within thirty (30) calendar days of the post-hearing brief, if submitted with the impartial umpire. The decision of the impartial umpire shall be final and binding upon the parties hereto.
- (n) The decision of the impartial umpire shall be final and binding upon the parties hereto.
- (o) In the event of failure to pursue such legal remedy within sixty (60) calendar days, the decision of the impartial umpire shall be final and binding.

- (p) The fees and expenses of the impartial umpire, including the cost of transcripts, shall be paid by the party found to be in default by the arbitrator.
- (q) Each party shall bear the expense of its own witnesses and representatives.
- (r) Notwithstanding the above, employees shall have the option of utilizing City Grievance Procedure as outlined in the Employee Handbook or this grievance and arbitration procedure, but no employee shall be allowed to use both.
- (s) The limits contained in this Article may be extended by mutual agreement, in writing.
- (t) Any grievance or claim not submitted according to the foregoing procedures shall be foreclosed for all contractual and legal purposes.

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ARTICLE 33  
**LAYOFF AND RECALL**

- 33.0 In cases of a reduction in force the least senior Firefighter shall be the first laid off.
- 33.1 In the event of recalls from layoff, firefighters shall be recalled in the reverse order of layoff provided the employee concerned is physically capable of returning to work.
- 33.2 For a period of two (2) years following a layoff, no new firefighter shall be hired by the City without allowing those firefighters on layoff an opportunity to return to work provided said firefighter can meet all State minimum standards requirements, certification, and statutes.
- 33.3 The employee shall have the responsibility of keeping address files current and shall notify the City and the Union of any change of address within twenty-one (21) days of the occurrence.

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ARTICLE 34  
**PROHIBITION OF STRIKES**

- 34.0 "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence, in whole or in part, of any group of employees from the full and faithful performance of their duties of employment with the City of Ocala, the employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.
- 34.1 Employees covered by this Agreement, the Union, or its officers, agents, and representatives, agree that Section 447.505 of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees of the City of Ocala from participation in a strike against the City of Ocala, the employer, by instigating or supporting, in any manner, a strike.
- 34.2 Employees shall have the constitutional right to informative picketing according to law.
- 34.3 Any violation of this Article shall subject the violator(s) to disciplinary action up to including discharge.

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ARTICLE 35  
**SUSPENSION OF AGREEMENT**

The City and the Union agree that in the event of a catastrophe or other dire state of emergency declared to exist by the nation, state, or municipal government, the provisions of this Agreement shall be suspended during the period of such state and the City takes exclusive control and direction of the Fire Department for such period, with the exception of the monetary benefits of this contract.

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ARTICLE 36  
**PAYROLL DEDUCTION OF DUES**

- 36.0 The City agrees to deduct Union dues biweekly, in an amount to be certified as correct by the Union Secretary/Treasurer, from the pay of those Union members who individually request in writing that such deduction be made. The total amount shall be remitted by the City to Local 2135 on a biweekly basis.
- 36.1 The Union agrees to indemnify, save, and hold harmless the City from any and all suits, claims, and judgments arising out of the City's compliance with the terms of this Article.
- 36.2 Authorization is revocable at the employee's will upon thirty (30) days written notice by the employee to the City and the Union.
- 36.3 Once an employee has voluntarily revoked payroll deduction of dues in accordance with this Article, no further payroll deduction of dues is authorized for a minimum of ninety (90) days.

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ARTICLE 37  
**UNION MEETINGS**

- 37.0 Four (4) Union meetings per year, inclusive of both bargaining units may be conducted at any City of Ocala fire station.
- 37.1 Union votes shall not be conducted at any Ocala Fire station between the hours of 08:00 to 17:00.
- 37.2 On duty personnel shall be allowed to attend Union meetings or votes off fire department property with the expressed authorization of the Fire Chief.
- 37.3 There will be no relocation of equipment or personnel to facilitate the conducting of Union meetings unless approved by the Fire Chief or designee.
- 37.4 The above is with the Fire Chief or designee approval and on the condition, it will not interfere with the operation of the Fire Department.

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ARTICLE 38  
**BULLETIN BOARDS**

- 38.0 The City and the Union agree that the Union may provide a bulletin board at each fire station for posting, by the Union, of notices of meetings or other Union official information only.
- 38.1 Specifications shall be approved by the Fire Chief or designee and the Union President or designee. The City will provide a location for a bulletin board at each station, which will accommodate a minimum of a 3' X 4' bulletin board.
- 38.2 It shall be the responsibility of the Union President or designee to ensure that all postings are kept current, professional, and maintained in an orderly manner. Postings shall be initialed by the Union President or designee and dated at the time of posting. Those postings not having the proper authorization shall be removed within 24 hours upon notification.

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ARTICLE 39  
**BUILDING AND EQUIPMENT MAINTENANCE**

- 39.0 The Union and the City agree that employees shall be required to perform any duties relating to firefighting, which include routine tasks and duties relative to their equipment and living quarters.
- 39.1 The performance of electrical, mechanical, plumbing work, and any other professional repairs which would normally require the expertise of a professional, shall not be performed by employees.
- 39.2 Reasonable determination to be made at the sole discretion of the Fire Chief or his designee.
- 39.3 Repairs and maintenance that are for health or safety reasons shall be completed in a timely manner by the appropriate professional.
- 39.4 Suitable living accommodations shall be provided to employees while repairs are being made by the appropriate professional.

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ARTICLE 40  
**PHYSICAL FITNESS PROGRAM**

- 40.0 Annual physical examination, including EKG's, shall be administered to all members during the term of this agreement; said physical examinations to be scheduled based on the workload of the Employee Health Clinic.
- 40.1 If during the period of this contract, a physical fitness program is presented, the Fire Chief and the Union will discuss the program and make a recommendation to the City Manager for final approval.
- 40.2 Fifty percent (50%) of the bargaining unit will be offered an integrated medical exam that combines an annual physical with early detection testing for major diseases such as heart disease, stroke, cancer, diabetes, and aneurysms each year.

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ARTICLE 41  
**MEALS POLICY**

- 41.0 The City and Union agree that each Fire Department employee shall be allowed to eat shift meals at a food serving establishment, provided the establishment will be in their territory. The unit will be available for emergency calls.
- (a) On duty personnel may go to a family style establishment that serves alcohol provided no one at your table (on or off duty, employee or civilian) consumes any alcoholic beverages. Excluded from this approval are any establishments that are of the sports bar type, or establishments that would seem inappropriate or reflect negatively upon the Fire Department's image to the public. It will be the responsibility of the Officer in charge (or the senior person present) to monitor the situation and make sure this article is strictly adhered to. Any concerns about the appropriateness of any establishment will be directed to the Fire Chief for clarification prior to going to a questionable establishment.

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ARTICLE 42  
**HEALTH AND SAFETY**

- 42.0 The City and the Union agree to provide the highest standards of health and safety in the Fire Department in order to eliminate as much as possible: accidents, deaths, injuries, and illness. In this Article, the Union, through its representatives, has been accorded certain participatory rights relating to employee safety and health. It is not the intention that these provisions shall diminish the employer's rights and responsibilities herein described.
- 42.1 The City and the Union agree that both parties will actively participate in the promotion of all aspects of health and safety to include, but not limited to, the physical fitness program, the training program, and the utilization of all safety equipment and procedures. The City and the Union agree to consider the United States Fire Administration guidelines for training exercises.
- 42.2 There shall be a joint health and safety committee composed of four (4) members, two (2) appointed by the Union and two (2) by the Employer and from those four (4) members a chairperson shall be selected.
- (a) Meet at least quarterly, during the months of October, January, April, and July or at the request of two (2) members. The Chairperson of the Health and Safety Committee shall assure that minutes are taken and provided to the Fire Chief for record keeping.
  - (b) Establish procedures for workplace safety inspections by the committee to review all health and safety issues including but not limited to periodic inspections of Fire Department facilities and apparatus, protective equipment, protective clothing and devices, review work methods and conditions, and training procedures.
  - (c) Establish procedures for investigating all workplace accidents, safety-related incidents, illnesses, and deaths.
  - (d) Evaluate accident prevention and illness prevention programs.
  - (e) Prescribe guidelines for the training of safety committee members.
  - (f) Make written recommendations for preventive or corrective action for hazardous conditions or unsafe work conditions related to any or all matters stated above. To research and prepare recommendations on any matter pertaining to the health and safety of employees.
  - (g) All such recommendations shall be forwarded to the Fire Chief and include a suggested target date for implementation.

(h) Any other issues or requirements as may be set forth from time to time by the State Fire Marshal in accordance with F.S. 633.810.

42.3 Health and Safety Committee members covered by this agreement shall be compensated their regular hourly wage while engaged in workplace safety committee or workplace safety coordinator training, meetings or other duties incurred by being a part of this committee.

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ARTICLE 43  
**NON-TOBACCO**

- 43.0 The City will continue its practice of October 1, 1987, of hiring individuals who don't smoke on duty or off duty.
- 43.1 Any employee hired after October 1, 1987, who smokes on or off duty, shall be subject to discipline up to and including discharge.
- 43.2 Effective October 1, 1990, the City will hire only individuals who have not been users of tobacco or tobacco products for at least one (1) year immediately preceding application.
- 43.3 An employee hired after October 1, 1990, who uses tobacco or tobacco products on, or off duty shall be subject to discipline up to and including discharge.
- 43.4 Although employees have the right to grieve disciplinary actions after their initial probationary periods have been completed, the Union agrees that the policy itself will not be grieved.
- 43.5 During annual physicals and upon reasonable suspicion, employees may be screened for tobacco use.

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ARTICLE 44  
**SUBSTANCE ABUSE POLICY**

- 44.0 **Purpose:** The City of Ocala recognizes its responsibility to provide a safe and healthy working environment for all employees and its obligation to the citizenry to hire and offer continued employment only to those individuals who are and who remain drug-free. For these reasons, all employees must report to work completely free from the presence of drugs and the effects of alcohol.
- 44.1 **POLICY STATEMENT:** All bargaining unit members are prohibited from manufacturing, using, being under the influence of, having present in their system, possessing, dispensing, or distributing controlled substances, narcotics, and other mind-altering substances at any time because of their illegality and the risk to fellow employee and the public.
- 44.2 Included in this prohibition are lawful controlled substances which have been illegally or improperly obtained.
- 44.3 Employees arrested or implicated in the use, sale, or possession of controlled substances, drugs, or other mind-altering substances may be immediately suspended without pay, after a pre-suspension hearing by the Fire Chief or designee. Each case will be investigated and evaluated on its own merit and circumstances, and the employee may be subject to discipline up to and including termination.
- 44.4 If the use of controlled substances, narcotics, or other mind-altering substances is found on City property or suspected on City property, the proper law enforcement officials will be notified immediately.
- 44.5 "Controlled substances," for purposes of this article are defined as such drugs, narcotics or mind-altering substances which are controlled by Florida or federal law.
- 44.6 Controlled substances include, but are not limited to: amphetamines, barbiturates, benzodiazepines (Librium, Valium), hallucinogens, Methadone, methaqualone (quaalude), opiates (codeine, heroin, morphine hydromorphone), cocaine, cannabinoids (marijuana), phencyclidine (PCP), propoxyphene (Darvon), steroids, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein.
- 44.7 Regular, probationary, and temporary employees shall be required to sign the consent to substance screen and submit to urinalysis testing or blood alcohol level testing upon reasonable suspicion, as defined below:

Reasonable suspicion is defined as some basis for believing that a violation of the policy has occurred including, but not limited to:

- (a) Observable phenomena at work such as direct observation of controlled substance or alcohol use or the physical symptoms or manifestations of being under the influence of controlled substances or alcohol; or any accident or on-the-job injury;
- (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (c) A report of controlled substances or alcohol use provided by a reliable and credible source;
- (d) Information that an employee has caused or contributed to an on-the-job injury or accident;
- (e) Information that an employee has outside his/her job responsibilities sold, solicited, possessed, manufactured, dispensed, distributed, used or transferred controlled substances or alcohol while on the job;
- (f) Information that an employee has used, sold, solicited, dispensed, distributed, possessed, manufactured or transferred controlled substances off-the-job; or
- (g) Any other reason to suspect that an employee has violated the provisions of this policy.

Examples of observable phenomena include but are not limited to the following: any accident or on-the-job injury, confusion, disorientation, lowered concentration, slurred speech, lowered efficiency, excessive or increased absenteeism, excessive or increased tardiness to work or from breaks or any other change in observable behavior which affects work performance. (Any or all of these observable behaviors could also indicate the onset or aggravation of a disability as defined by ADA. Prior to drug testing based on these observed behaviors, the Employee Clinic will review the employee's confidential medical file and advise the Human Resources Director or designee on any known disability which could cause said behaviors. It should also be noted that the disabled employee who is illegally using prescription drugs or abusing prescription drugs or using illegal drugs is not exempt from this policy.)

- 44.8 Any employee being tested for reasonable suspicion may be placed on paid administrative leave until the test results are available to the Fire Chief or designee. The decision to place the employee on paid administrative leave rests with the Fire Chief or designee and will be based on observable phenomena and risk to the safety of the employee, co-workers, and citizens.
- 44.9 Any regular, probationary, or temporary employee who refuses to sign the consent to substance screen form and submit to urinalysis testing or blood alcohol level testing because of reasonable suspicion will be terminated without notice.

- 44.10 Any temporary employee, or any probationary employee who has not completed six (6) months of employment, who signs the consent to substance screen form and tests positive or has a blood alcohol level in excess of .00 will be terminated.
- 44.11 Any regular employee who tests positive or has a blood alcohol level in excess of .00 will be subject to appropriate disciplinary action and may be suspended without pay until the employee test results are negative. The Fire Chief or designee will look at each case on an individual basis.
- 44.12 If there is a suspension as the result of a positive drug or alcohol test, the employee shall use earned vacation time first, then earned sick time during the suspension.
- 44.13 As a condition of continuing employment, the employee may be required to participate in the Employee Assistance Program (EAP) for treatment at the employee's expense (after the allotted initial meetings provided by the current EAP contract) and will be put on a six (6) month probationary period during which time he/she will be carefully monitored for reasonable suspicion and shall submit to unannounced follow-up urinalysis and blood alcohol level testing.
- 44.14 Any regular employee who tests positive or who has a blood alcohol level in excess of .00 shall additionally submit to unannounced urinalysis and blood alcohol level tests for a period of two (2) years from the time of the original positive test.
- 44.15 Any regular employee who refuses Employee Assistance Program treatment, refuses to sign the Release of Information form, or refuses to keep scheduled EAP appointments may be terminated without notice.
- 44.16 The sole purpose of the EAP Release of Information Form is to enable the City to discover the level of employee participation and completion of the program.
- 44.17 Urinalysis test results, blood alcohol level results, and EAP participation information will be maintained in a file separate from the personnel file and will not be available to the general public, other employees, or to management except on a strict need-to-know basis.
- 44.18 If the results of any unannounced follow-up test are positive, the employee will be terminated.
- 44.19 All test results shall become the property of the employee health clinic and shall be maintained there as part of the employee's confidential medical history.
- 44.20 While at the work site, employees are prohibited from possessing controlled substances, narcotics, or alcohol on their person, in their lockers, desks, or city vehicles.

- 44.21 The desks, lockers, cabinet, drawers, and city vehicles utilized by employees are City property and, with reasonable suspicion, he/she must remove such lock upon request and permit a search for management.
- 44.22 If an employee places a personal lock on a locker, desk, cabinet, or other storage area, upon reasonable suspicion, he/she must remove such lock upon request and permit a search by management.
- 44.23 The approved use of prescription drugs by a physician and over-the-counter medications is not prohibited; however, employees may be subject to discipline up to and including discharge for the abuse of said drugs.
- 44.24 Further, any employee using drugs at the direction of a physician and over-the-counter medications will immediately notify his/her supervisor when the use of these substances may affect his/her job performance such as causing dizziness or drowsiness. Employees are responsible to learn from their physicians whether or not such drugs can affect performance.
- 44.25 Employees with an alcohol or drug problem are encouraged to seek assistance on their own by contacting the employee clinic, the Employee Assistance Program or a drug rehabilitation center directly. Employees are advised to seek treatment from agencies with which the City has contracts or preferred provider agreements.
- 44.26 Discussions with clinic staff and professional counselors are strictly confidential and the employee's job security will not be jeopardized by voluntarily seeking treatment.
- 44.27 Because the City has the same responsibility to provide a safe and healthy working environment whether treatment is voluntary or mandatory, the employee seeking voluntary treatment will be subject to the same rules as the employee who tests positive or who has a blood alcohol level in excess of .00 under the reasonable suspicion criteria.
- 44.28 An employee who observes or has knowledge of another employee who may have violated this policy or any of its provisions, must promptly report that fact to his/her immediate supervisor, or department head, or Human Resources. Failure to do so will subject the employee to discipline up to and including termination.
- 44.29 Employees will be subject to discipline, up to and including discharge, for refusal to cooperate with investigations arising from this article.

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ARTICLE 45  
**PROFESSIONAL APPEARANCE/ GROOMING**

- 45.0 Moustaches, facial hair, and hair styles that pose a safety concern, as determined in the sole discretion of the Fire Chief, are prohibited.
- 45.1 Hair must be clean and neatly groomed and shall not present a ragged, neglected, or unkempt appearance. Designs by shaving certain parts of the head are not permitted, i.e., Mohawk, Monk or letters or symbols. If a Company Officer needs assistance in determining whether a hair style is extreme or bizarre, they should call the on-duty Battalion Chief.
- 45.2 In no event shall the length of the hair or the style impair the proper wearing of the helmet, hood, or self-contained breathing apparatus.
- 45.3 Hair may be of any color that naturally occurs in human hair. Any stripes or spots, excluding those of natural occurrence, is not permitted.
- 45.4 The wearing of a wig or hairpiece while in uniform is allowed. When worn, it shall conform to the haircut criteria specified in this policy.
- 45.5 Personnel shall be clean shaven when reporting for duty or representing the Department except as noted below.
- 45.6 Sideburns must be cut or maintained so they do not contact the self-contained breathing apparatus (SCBA) face piece seal and must be completely covered by the protective hood.
- 45.7 Mustaches may be worn, but must be cut, neatly groomed, and maintained so they do not contact the exhalation valve or face piece seal of any SCBA.
- 45.8 Employees must limit visible body ink to the arms and legs. Any other body ink shall be limited to that which can be covered by fire department issued uniform apparel and donned prior to public appearances and emergency incidents.
- 45.9 The Fire Chief shall make final determinations regarding this Article.

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ARTICLE 46  
**WEARING OF JEWELRY**

- 46.0 It is the intent of the City and the Union to provide and to operate with the highest possible levels of safety and health for all members. This concern for safety applies to all members of the Fire Department. Therefore, the wearing of jewelry about the ears and facial area while on duty is prohibited.
- 46.1 Necklaces, crosses, pendants, and medallions shall not be worn exposed while on duty. It is permissible to wear such items beneath undershirts.
- 46.2 Body piercing ornamentation is not allowed if visible to the public while in uniform.
- 46.3 The Fire Chief shall make final determination regarding this article.

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ARTICLE 47  
**AMENDMENTS**

- 47.0 For the duration of this Agreement, the terms will be maintained however, this agreement may be amended at any time with the mutual consent of the parties.
- 47.1 Amendments dealing strictly with operations and procedural changes may be executed by the Chief Negotiator.
- 47.2 Amendments having any monetary value or impact shall be ratified by the City Council, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto.

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ARTICLE 48  
**ENTIRE AGREEMENT**

- 48.0 Inasmuch as the parties had, during the negotiations leading to this Agreement, full and unrestricted opportunity to bargain over any mandatory subject of bargaining, the Union hereby waives any and all rights to bargain during the term of this Agreement over the acquisition of any right, privilege, amenity, condition or benefit not specifically set forth herein
- 48.1 The City similarly waives any and all rights to bargain, during the term of this Agreement, to divest employees of any right, privilege, amenity, condition, and ambiguously provided for herein.
- 48.2 It is understood that the foregoing is inapplicable to negotiations for a new contract to take effect after the stated expiration date of this Agreement, even though such negotiations may occur during the stated term of this Agreement.

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**ARTICLE 49**  
**DURATION**

This Agreement shall be effective as of October 1, 2023, except as otherwise indicated in this Agreement, and shall remain in force and effect through September 30, 2026.

**CITY OF OCALA:**

By: \_\_\_\_\_  
Peter Lee  
City Manager - City of Ocala

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
James Hilty Sr.  
President - Ocala City Council

\_\_\_\_\_  
Date

**ATTEST:**

By: \_\_\_\_\_  
Angel B. Jacobs  
Clerk – City of Ocala

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
William E. Sexton  
Attorney – City of Ocala

\_\_\_\_\_  
Date

**IAFF LOCAL 2135:**

By: \_\_\_\_\_  
Bradley Hardy  
President Local 2135  
Professional Fire Fighters of Ocala

\_\_\_\_\_  
Date



