

# City of Deltona

**DELTONA CITY COMMISSION  
EXECUTIVE SESSION  
AND WORKSHOP MEETING  
MONDAY, JULY 22, 2013  
5:00 P.M.**

**DELTONA CITY HALL  
2<sup>nd</sup> FLOOR CONFERENCE ROOM  
2345 PROVIDENCE BLVD.  
DELTONA, FLORIDA**

*Mayor*  
John C. Masiarczyk, Sr.

*Vice Mayor*  
Zenaida Denizac  
*District 1*

*Commissioners:*

Webster Barnaby  
*District 2*

Heidi Herzberg  
*District 3*

Nancy Schleicher  
*District 4*

Fred Lowry  
*District 5*

Chris Nabicht  
*District 6*

*Acting City Manager*  
William "Dave" Denny

**AGENDA**

1. **CALL TO ORDER:**
2. **ROLL CALL – CITY CLERK:**
3. **PLEDGE OF THE FLAG:**  
  
**PUBLIC COMMENTS – Citizen comments limited to items on the agenda and will take place after discussion of each item.**
4. **BUSINESS:**
  - A. **Executive Session - City Manager requests that the City Commission provide advice concerning the proposed Collective Bargaining Agreement between the City and I.A.F.F., Local 2913 (Firefighters Union).**
    - i) **Mayor announces the commencement of the Executive Session with an estimated length of 30 minutes.**
    - ii) **Mayor announces the names of each Commissioner in attendance along with William D. Denny, Acting City Manager and Robert Rogers, Deputy Fire Chief.**
    - iii) **Mayor closes the session to the public.**

iv) **Discussion re: the proposed Collective Bargaining Agreement between the City and I.A.F.F., Local 2913 (Firefighters Union).**

v) **Mayor reopens meeting to the public.**

vi) **Mayor announces termination of Executive Session.**

**B. Discussion of Refunding of the 2003 Bond Issue and Swaption Termination Agreement.**

**5. CITY MANAGER COMMENTS:**

**6. ADJOURNMENT**

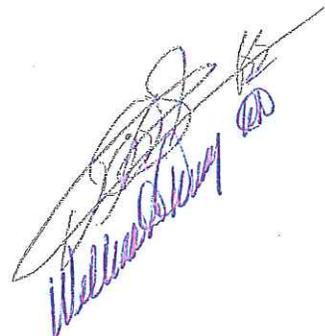
**\*\*NOTE: IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 447.605 (1), THIS EXECUTIVE SESSION WILL BE CLOSED TO MEMBERS OF THE GENERAL PUBLIC AND EMPLOYEES OF THE CITY OF DELTONA WITH THE EXCEPTION OF THE ACTING CITY MANAGER AND DEPUTY FIRE CHIEF.**

**THE PURPOSE OF THE EXECUTIVE SESSION IS FOR DISCUSSION REGARDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND I.A.F.F., LOCAL 2913 (FIREFIGHTERS UNION).**

**NOTE:** If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, Joyce Raftery 48 hours in advance of the meeting date and time at (386) 878-8500.

4/19/13--Mgmt Counterproposal to Union's Contract Proposal dated 4/9/13  
(Prepared: 4/17/13) Corrected 4/23/13  
4/27/13 - Mutually proposed articles and accepted language  
5/10/13 - Mutually proposed articles and accepted language  
5/19/13 - Mutually proposed articles and accepted language  
5/28/13 - Mutually proposed articles and accepted language  
6/18/13- Mutually proposed articles and accepted language



Union Contract  
Between  
The City of Deltona  
and  
I.A.F.F. Local 2913

October 1, 2012 to September 30, 2015

Comment [O1]: Agreed 4/22/13

KEY TO CONTRACT LANGUAGE:

- o New Language: Underlined
- o Old language being struck by proposals: ~~Strike through~~

TA to by city (Dave Denny) \_\_\_\_\_ TA to by Union (Bush Swisher) \_\_\_\_\_ Date TA to: \_\_\_\_ / \_\_\_\_ /2013

TA to by city (Dave Denny) \_\_\_\_\_ TA to by Union (Bush Swisher) \_\_\_\_\_ Date TA to: \_\_\_\_/\_\_\_\_/2013

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TA to by city (Dave Denny) \_\_\_\_\_ TA to by Union (Bush Swisher) \_\_\_\_\_ Date TA to: \_\_\_\_/\_\_\_\_/2013

APPENDIX.....86  
8577

**TO BE UPDATED**

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/11 /2013

Article 1 - PREAMBLE

This Agreement is entered into, by and between the City of Deltona, herein referred to as the Employer, and the Deltona Professional Firefighters, I.A.F.F., Local 2913, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish agreed upon standards of wages, hours, and other terms' and conditions of employment.

It is also the intent of both parties that both federal and state laws will be abided by to include but not limited to items such as Employer and Employee rights, FS 112.82 Rights of Fire Fighters, Weingarten- employee's right to representation, and Garrity Rights-5<sup>th</sup> amendment applies to interrogations of Public Employees and FS 447.209.

Comment [02]: Agreed 2/7/13

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/21/2013

Comment [03]: Agreed 2/7/13

Article 2 - AGREEMENT **DISTRIBUTION**

Section 1

The Employer will compile a master final copy of this Agreement, and provide such a copy to the Union in Microsoft Word format. The Employer shall print and distribute one copy of the Agreement to each station and the union president ~~bargaining unit member.~~

Section 2

~~A Master floppy disk copy of final contract will be provided in Word format to the Fire Chief, Union President, and Union Secretary.~~

Section 3 2

Computerized Format of contract will be available to all employees on the fire department computer system (Firenet or its successor).

TA to by city (Dave Denny) 10 TA to by Union (Bush Swisher) 11 Date TA to: 6/21 /2013

**Article 3 — GENDER**

Comment [04]: Agreed 2/7/13

~~Whenever a male pronoun is used in this Agreement, it shall be construed to refer to both male and female employees.~~

TA to by city (Dave Denny) LD TA to by Union (Bush Swisher) SD Date TA to: 12/21/2013

Article 43 - **RECOGNITION**

Comment [05]: Agreed 2/7/13

Section 1 - Certified Bargaining Agent

The Employer recognizes the Union as the sole and exclusive bargaining agent for Local 2913 as presently certified by PERC. This Article is subject to change as authorized by state law.

Section 2 - Scope of Agreement

This Agreement covers work performed or provided by the City directly related to fire protection, emergency medical service, and related fire/emergency medical services within the City's boundaries, including: protection of life and property by accomplishing fire prevention, public education, fire suppression, fire investigations, handling hazardous material incidents, heavy rescue operations, Emergency Medical Technician services, and Paramedic Services.

TA to by city (Dave Denny) LO TA to by Union (Bush Swisher) BS Date TA to: 6/21/2013

**Article 54 - IDENTIFICATION OF UNION OFFICIAL**

The Union will officially notify the Employer, by written notice to the Fire Chief or his designee, of the names of its officers, stewards, and committee heads. The Employer is not obligated to recognize or deal with any officer, committee head, or steward as a representative of the Union if the Union has not officially notified the Employer that the person is a union officer, committee head, or steward.

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/21 /2013

## Article 56 - DUES CHECK-OFF

### Section 1

Upon receipt of written authorization from an employee covered by this Agreement, the Employer agrees to deduct from the employee's pay, once each pay period, dues and uniform assessments in an amount certified to be current by the Treasurer of the Union. The authorizations are revocable on the employee's request upon thirty (30) days written notice to the parties. The Employer shall remit the total amount of deductions each month to the treasurer of the local union.

~~Section 2~~

Comment [O6]: Agreed 2/7/13

~~The Union agrees to indemnify and hold harmless the Employer and its agents from any claims or demands based on or relating to any payroll deduction of union dues as provided in the Article.~~

TA to by city (Dave Denny) 20 TA to by Union (Bush Swisher) 5 Date TA to: 6/2 /2013

**Article 7 — DISCRIMINATION**

Comment [07]: Agreed 2/7/13

~~The parties to this Agreement agree not to discriminate against any employee because of his membership or non-membership in the union.~~

TA to by city (Dave Denny) MD TA to by Union (Bush Swisher) 6 Date TA to: 6/21 /2013

Comment [OB]: Agreed 2/7/13

Article 68 - NEPOTISM

The City does not automatically prohibit members of the same family from working in the Department.

Employment of relatives will not be permitted in any situation where the Chief determines a conflict of interest exists or where there is substantial likelihood that a conflict of interest will arise, such as a relative working under the direct supervision of another, one relative being responsible for the performance evaluation of another, one relative being directly involved in potential disciplinary actions involving another, or one employee being in possession of confidential information about another employee.

It is the obligation of all affected employees to immediately advise the Chief if a change in his situation occurs or is anticipated that will result in his becoming related to another employee so the effect, if any, of the relationship on Departmental operations is fully explored and appropriate action taken.

A change of shift or station assignment shall be considered but whatever the case either employee shall not be released from employment or from the department on the grounds of relationship.

TA to by city (Dave Denny) 2/10 TA to by Union (Bush Swisher) 17 Date TA to: 6.1.13 /2013

## Article 97 - UNION BUSINESS

### Section 1

Two members of the Union negotiating team shall be allowed to attend negotiating meetings, without loss of pay or applicable benefits. The Employer and the Union shall mutually set these meetings. For purposes of this article, "negotiating meetings" includes mediations, special magistrate hearings and legislative body impasse resolution hearings before the City Commission under FS 447.403.

Comment [09]: Agreed 2/7/13

### Section 2

- (a) Each member shall contribute 6 (six ) hours of vacation time each year to a "Union pool", which shall be used for Union business. The city will continue its past practice of deducting vacation for union pool time provided, the employee authorizes the city in writing to make the deduction. The designation of vacation time to the Union pool shall be made as of January 1 of each year. If any employee does not have six (6) accrued vacation hours available as of January 1, the hours shall be designated to the Union pool as soon thereafter as the hours are accrued.
- (b) Scheduling of Union pool time will be in accordance with Article 45 (vacation article), and must be approved by the Union President or Vice-President of Local 2913.
- (c) The Union pool time deductions will be made only from members employed over twelve (12) months.

### Section 3

The Employer will supply the Union Secretary with a quarterly statement of Union pool time. It will include: total time, names and hours of usage for each quarter.

TA to by city (Dave Denny) MD TA to by Union (Bush Swisher) ES Date TA to: 6/21 /2013

Article **408** - **BULLETIN BOARD**

Comment [010]: Agreed

Section 1

The Union shall have a designated bulletin board 3' X 4' at each fire station for the purpose of posting materials related to Union business.

Section 2

All materials placed upon the bulletin board by the Union will be dated and signed by an Executive Board member.

Section 3

Materials placed on the bulletin board shall not be disrespectful in nature. No material which is sexual, illegal, or derogatory in nature may be posted on the board. Any such material shall be immediately taken down.

Article 911 - **MANAGEMENT RIGHTS**

Comment [O11]: Agreed 2/7/13

Section 1

It is agreed that, except as otherwise provided in this Agreement, the Employer shall have the exclusive right and authority to determine and direct the policies, mode and methods of performing all its work of any sort. Except as expressly limited by a specific provision of this Agreement, the Employer shall have the exclusive right to take any action it deems necessary or appropriate in the management of the Deltona Fire Department and the direction of its work force. All rights and functions, which the Employer has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Employer. Such rights exclusively reserved to the Employer shall include but are not limited to, the following rights:

- (a) To determine the size and composition of its work forces;
- (b) To determine all methods of fire protection and related services, including the right to determine the number and types of equipment, processes, materials, products and supplies to be used, operated or distributed;
- (c) To hire, retire, promote, demote, evaluate, transfer, assign, direct, layoff, recall, reward employees (1);
- (d) To reprimand, suspend, discharge and otherwise discipline employees for proper cause; provided, however, that probationary employees may be discharged for any reason not contrary to law;
- (e) To take such action as is required to maintain efficiency of employees;
- (f) To determine job content and qualification for job classifications;
- (g) To determine the amounts and types of work to be performed by employees;
- (h) To establish and change work rules;
- (i) To engage in experimental and developmental projects using unit employees;
- (j) To establish new jobs and to abolish or change existing jobs;
- (k) To increase or decrease the number of jobs or employees;
- (l) To determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement;

TA to by city (Dave Denny) AD TA to by Union (Bush Swisher) BS Date TA to: 6/21 /2013

- (m) Except as otherwise provided in this Collective Bargaining Agreement, to permanently or temporarily discontinue or contract out functions, services, or other operations. Both parties agree to bargain over this decision and its impact prior to implementation.
- (n) To open new facilities;
- (o) To transfer or assign employees to any fire related facilities;
- (p) To make studies of workloads, job assignments, method of operation and efficiency from time to time and to make changes based on said studies.
- (q) To expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation;
- (r) To institute, modify or terminate any bonus or work incentive plan;
- (s) To control and regulate or discontinue the use of supplies, machinery, equipment, vehicles and other property owned, used, possessed, or leased by it;
- (t) To make or change rules, policies, and practices not in conflict with the provisions of this Agreement;
- (u) Except as otherwise provided in this bargaining agreement, to alter or vary any past practice. Both parties agree to bargain over this decision and its impact prior to implementation (2);
- (v) To introduce new, different, or improved methods, means of processes, maintenance, service, and operations;
- (w) And otherwise generally to manage the Department, direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

(1) Relates to non-disciplinary matters

(2) This shall not apply to established past practices which have been determined by Florida law to be required or mandatory subjects of bargaining

## Section 2

The exercise of management rights shall not preclude the 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 Collective Bargaining Agreement, or from negotiating the impact of the exercise of management rights on terms and conditions of employment.

TA to by city (Dave Denny) 100 TA to by Union (Bush Swisher) 15 Date TA to: 6/14/2013

Article **4210** - **FIREFIGHTERS' RIGHTS**

Comment [O12]: Agreed 2/7/13

The Employer understands that the requirements of the Firefighters' Bill of Rights, Section 112.80, et. seq., Florida Statutes), are applicable to the members of this bargaining unit. (As a convenient reference, the Bill of Rights is attached to this contract as Appendix A).

An employee shall be informed in writing as soon as practicable when a formal investigation has begun.

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/21/2013

Comment [O13]: Agreed 2/7/13

~~Article 13 - WEINGARTEN RIGHT~~

~~Section 1~~

~~Employees have the right to Union representation under the following circumstances:~~

~~The employee is being questioned by a supervisor; and~~

~~The employee reasonably believes that he might be subject to discipline as a result of questioning.~~

~~Section 2~~

~~When an employee requests Union representation pursuant to Section 1, the Employer will postpone questioning of the employee for a reasonable time until the employee can obtain Union representation. The employee requesting such representation is responsible for contacting an appropriate Union representative.~~

Article **4411** - POLICIES OF THE FIRE DEPARTMENT

Section 1

Employees shall comply with all applicable Fire Department policies of the Employer and amendments thereto, which are currently in effect unless in conflict with an express or specific provision of this agreement. In such case the negotiated provisions of this Collective Bargaining Agreement will control. Amendments shall be made in accordance with the procedures outlined in this Agreement.

Section 2

Except in exigent circumstances as defined by law, the Employer will provide the Union with a copy of all proposed additions and modifications of the rules, regulations and standard operating procedures at least twenty (20) calendar days before implementing the new rule or regulation.

Section 3

The Union will notify the Employer within twenty (20) calendar days if the Union believes that the proposed addition or modification to the Fire Department Policy constitutes a change and the Union wishes to negotiate regarding the change and/or the impact of the change.

Comment [O14]: Union would like current language, city proposal seems to muddy the statement but say the same thing. 4/22/13

Comment [BS15]: Agreed 5/10/13

Section 4

After adoption, changes to rules, regulations, and standard operating procedures will be explained on each shift to the members and will be posted to bulletin boards or distributed via an electronic distribution system (i.e. email, Firenet) all employees must have had the amendment explained to them by the Fire Chief or his designee. Each employee must sign a form or initial the appropriate training form indicating that they have acknowledged the change and understand it. Employees who are absent on any form of approved leave when an adopted amendment is when the changes are explained shall be responsible for obtaining appropriate training as supplied by the fire department. Such employees shall complete the appropriate training form and submit to the Office of the Fire Chief. The Training Division shall notify the Battalion Chief of any missed training on a weekly basis.

Comment [O16]: Agreed to 4/22/13

Section 5

City Policies that may affect the fire department, and are not covered by this contract shall be added to fire department policies after the requirements of sections 2, 3, and 4 are met.

TA to by city (Dave Denny) 100 TA to by Union (Bush Swisher) 15 Date TA to: 6/11 /2013

Section 6

Comment [O17]: Agreed 2/7/13

Any time there is a formal correspondence between the Union and Management it shall be delivered in writing to one of three (3) people listed below:

- |                            |                                       |
|----------------------------|---------------------------------------|
| <u>Union: 1) President</u> | <u>Management: 1) Fire Chief</u>      |
| <u>2) Vice-President</u>   | <u>2) Deputy Chief Operations</u>     |
| <u>3) Secretary</u>        | <u>3) Deputy Chief Administration</u> |

\*\*Titles may change but intended for title of the same job description

Documents shall be dated: times stamped and include a signature of the receiving party of which then a copy shall be made for presenting parties records.

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/21/2013

Comment [O18]: Agreed 2/7/13

## ~~Article 15 - NO STRIKES~~

### ~~Section 1~~

~~The Union and each of its officers, agents, and members agree that they shall not authorize, instigate, promote, sponsor, engage in, condone, call, encourage, ratify or otherwise support a strike of employees, as defined in section 447.203(6), Florida Statutes and the case law interpreting that section.~~

### ~~Section 2~~

~~The Union recognizes that any act in violation of the provisions of this Article constitutes an unlawful act prohibited by Chapter 447 Part II, Florida Statutes.~~

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/21 /2013

Article **4612** - COMPREHENSIVE DRUG & ALCOHOL ABUSE POLICY & PROCEDURES

The union and its members agree to abide by the City's "Drug Free Workplace Program" made part hereto as Appendix B, with the following modifications:

1. Union members shall not use prescription drugs that have been prescribed to another individual. Union members commit to not exceeding recommended dosages of own prescriptions, as prescribed.
2. Should a member be tested for alcohol and found to be under the influence but not up to the legal limit as defined by the State of Florida, the member will be subject to disciplinary action up to but not including termination of employment.
3. Employees arrested for an alcohol or drug-related incident shall notify the Fire Chief. It shall be the responsibility of the Fire Chief to notify the Human Resources Director.
4. Should the City's current Drug Free Workplace Program be changed in any way, both parties agree to bargain over the change and its impact prior to implementation of the change.
5. Members will report the names of prescribed drugs being consumed to the Department's "Privacy Officer" as defined by the Fire Chief. The Privacy Officer shall maintain a record of these prescribed drugs for medical profile information purposes.

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/24 /2013

**Article 4713 - EMERGENCY CONDITIONS**

Section 1

If the City Manager determines that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or other emergency conditions, the Employer may suspend appropriate provisions of this Agreement for the duration of the declared emergency; provided, however, that the Employer shall not suspend the wage rates and monetary fringe benefits provided for in this Agreement.

Section 2

Whenever the City Manager declares an emergency, pursuant to Section 1, the Employer will allow employees to take a reasonable amount of time away from duty with pay where such time is necessary for the employee to see to the safety of his family. When such time is necessary, the Employer shall assure the arrangements are made in a way that is consistent with operational needs of the Department, in order to assure the safety of the community, as well as the employees' families.

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/11 /2013

Article ~~48~~14 - CONTRACTING OUT

Section 1

The Employer shall not contract out any bargaining unit work for the purpose of displacing a regular full-time bargaining unit member . This Article shall not be construed to prevent the Employer from using reserve personnel to provide fire protection and related services to augment and assist regular full-time employees.

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/11/2013

Article 1549 – RESERVES

Any reserve personnel must have satisfactorily completed the following, prior to being allowed to ride or assist on any apparatus:

- 1) State of Florida requirements for career firefighters, and
- 2) Certification as a Florida Emergency Medical Technician (EMT) or as a Florida Paramedic.

TA to by city (Dave Denny) LD TA to by Union (Bush Swisher) JS Date TA to: 6/11 /2013

## Article 2016 - PROBATIONARY PERIOD

### Section 1- New Employee Probation

Employees will have one (1) year probationary period, which may be extended by the Fire Chief for a period of time not to exceed 90 days without being terminated or released from probation. Probationary employees will be periodically evaluated on their job performance pursuant to the applicable fire department policy. Failure to satisfactorily complete the probationary period, including any extension, will result in automatic termination of employment. Probationary employees may be terminated by the City Manager without recourse to the grievance-arbitration procedure herein.

### Section 2- Disciplinary Probation

Disciplinary probation may be used as an element of the disciplinary process to provide an opportunity for behavior modification.

### Section 3- Promotional Probation

Promotional probation is the period of six (6) calendar months following a promotion during which an employee is given the opportunity to satisfy the Employer that he is capable of handling the duties of his new position. An employee on promotional probation may be returned to his former position at any time during the period of probation when it is demonstrated that he cannot satisfy the minimum requirements of his new position.

TA to by city (Dave Denny) 100 TA to by Union (Bush Swisher) 15 Date TA to: 6/21/2013

## Article 24.17- HOURS

### Section 1 – Shift Employees (A, B, C, Shift)

The basic work period for bargaining unit employees will consist of a twenty-one (21) day cycle. The basic tour of duty will normally be twenty-four (24) hours on and forty-eight (48) hours off. Division Chiefs and Acting Division Chiefs shall commence their shift at 0700 hours, and all other personnel shall commence their shift at 0730 hours.

### Section 2 – Other schedules

During the initial training period for new hires and for employees granted light duty with the approval of the Fire Chief and the City Manager, may be assigned a schedule other than a Section 7(k) schedule. When working such a schedule, their annualized hourly rate shall be converted to equal their normal annualized yearly amount.

TA to by city (Dave Denny) LD TA to by Union (Bush Swisher) BS Date TA to: 6/11/2013

## Article 2218 - OVERTIME / CALLBACK

### Section 1

- a. The employer shall compensate employees for overtime in accordance with the requirements of the Fair Labor Standards Act.
- b. The employer has established a 21-day work period pursuant to the provisions of 29 U.S.C. 207 (k) and 29 CFR 553.230. Employees will earn overtime compensation for all hours worked in excess of 159 in the 21-day work period.
- c. Employees are generally scheduled to work for 168 hours in a 21-day work period. The employer shall make appropriate adjustments to an employee's paycheck in the event the employee works more or less than the scheduled 168 hours in the 21-day work period; provided however, that the employer shall pay employees on a weekly basis for 53 hours of work at the regular rate of pay and for 3 hours of work at the applicable overtime rate.
- d. Subparagraph (c) above shall not be construed as a guarantee of pay for any number of hours per week, if the member has no accumulated sick or vacation hours.

### Section 2

- a. Only bargaining unit members shall be utilized for overtime.
- b. When a bargaining unit member is called for overtime he/she is guaranteed a minimum of two hours of work at overtime pay.
- c. Four (4) hours or less of over time shall not cause movement on the automated staffing pick list

Comment [O19]: Agreed 2/7/13

### Section 3

- a. All overtime will be tracked per applicable agreed upon SOP and automated staffing program. Accrued regardless of the purpose shall be recorded by the Operations Division Chief in the overtime log book.
- b. Should the person offered overtime choose not to accept or not answer the phone call, his/her name will be moved to the bottom of the list. The next person on the list would be offered the overtime until the position is filled. If the person at the top of the list is "not available" because of an accepted Fire Department reason, his/her name will remain at the top of the list until the next overtime is offered.

Comment [O20]: Agreed 2/7/13

TA to by city (Dave Denny) 409 TA to by Union (Bush Swisher) 15 Date TA to: 6/12 /2013

Section 4

Mandatory overtime will be assigned and administered by reverse classification seniority of the available qualified personnel ~~needed~~ needed, and it will be tracked by the automated staffing program and the agreed upon SOP. It shall be recorded by the Operations Division Chief in the mandatory overtime log-book.

~~Section 5~~

~~The overtime equalization log for all bargaining unit members will be "zeroed" at the commencement of each calendar year.~~

Section 56

New probationary employees shall not be used for voluntary overtime until a minimum of 6 months on their respective shifts with satisfactory evaluations. Disciplinary probation employees shall not be used for voluntary overtime while on probation.

Section 67

(a) All employees regardless of probationary status are subject to mandatory overtime.

(b) ~~Special events held by the City or on City property requiring fire/EMS services shall not be contracted out by the City to any outside service provider.~~

Comment [O21]: Agreed 2/7/13

TA to by city (Dave Denny) MD TA to by Union (Bush Swisher) B Date TA to: 6/11 /2013

## Article 1923 -- WAGES

Comment [O22]: City Offer, Union counter below

### Section 1

Wages will increase by 3% beginning with the effective date of the contract and in October each year of the contract thereafter.

### Section 2

Starting Fire Fighter pay upon effective date of the contract will be \$11.76/hr (\$34,239.69 annualized) and will increase 3% in October each year of the contract thereafter. Upon ratification of the contract, current Fire Fighters who fall below the new starting base pay will be adjusted to the new rate.

Comment [BS23]: Taken back by city 5/10/13

### Section 1: Step Plan

- a. Effective with the first full pay period after October 1, 2006 employees covered by this CBA shall be placed in the step plan, and be paid in accordance with, the list attached hereto as Appendix C and made part thereof.
- b. Effective with the first full pay period after October 1, 2007 position incumbents will be moved one step within the step plan as delineated by Appendix D, i.e. if an employee is currently in step 7, they will move to step 8. If an employee has reached step 20 the employee will stay in step 20 and will receive a one time cash payment in an amount that gives them a total increase of 5% in year two of the contract.
- c. Effective with the first full pay period after October 1, 2008 position incumbents will be moved one step within the step plan as delineated by Appendix E, i.e. if an employee is currently in step 7, they will move to step 8. If an employee has reached step 20 the employee will stay in step 20 and will receive a one time cash payment in an amount that gives them a total increase of 5% in year three of the contract.
- d. This CBA includes a one time market adjustment of 3.4% first year contract only.

### Section 3: Effect of CBA termination

No wage increases, including step increase, shall be given after the termination of this CBA absent the ratification of a successor CBA in accordance with applicable law.

Article 19 -- Wages

Comment [O24]: Union counter to city proposal 4/22/13

Section 1

A) Effective October 1, 2012 each person currently in the contract shall receive a ~~4.05%~~ 4.0% base pay increase.

Comment [BS25]: City proposal of 4% on 5/10/13

- Each person shall receive in the first pay cycle after ratification the amount shown in Figure A under retro pay that will account for the following retroactive pay: Adjusted total hourly rate counting base pay increase and any current and new incentives difference from October 1, 2012 until current. Also, any overtime shall be recalculated and the difference paid calculating from October 1, 2012 until current.

B) Effective October 1, 2013 each person currently in the contract shall receive a ~~3.53.0%~~ 3.5% base pay increase

Comment [BS26]: New city proposal of 3% on 5/10/13

C) Effective October 1, 2014 each person currently in the contract shall receive a 3.0% base pay increase.

D) If at any time the non-union employee pay scale raises above 3% then so shall Section 1 (C)

Comment [BS27]: Added in order to accept city offer. 5/17/13—On 5/28/13 agreed to language and took out section 1 (b) so only effect final year. Agreed to language.

Section 2

A) Effective October 1, 2013 the starting firefighter base pay shall be increased to \$11.76/hr. (\$34,245.12 annualized). Anyone working within the contract for less than one years' time on October 1, 2013 shall be adjusted to this hourly rate but will not gain the Section 1(B) ~~3.53.0%~~ pay increase.

Section 3

A) Effective upon termination of this contract article 19 wage article ends, however, longevity and a 1.5% cola shall remain in effect each October until a successor agreement is ratified. ~~The cola shall not apply in any year that all city pay increases are not granted.~~

Comment [BS28]: Changed frozen to not granted as discussed 5/28/13 and agreed too.

Comment [BS29]: Mutually agreed language addition on 5/10/13

## Article 2420 - INCENTIVE PAY

### Section 1

The Employer shall pay ~~611.00 per year~~ \$0.21 per hour to the employees who perform each of the identified duties listed below and meet all identified previous requirements, as assigned by the Employer.

1. Special Operations Team member (Members approved on a yearly basis by the Fire Chief)
2. Fire Officer 1 (FO1) ~~Inspector Certification~~
3. Emergency Medical Technicians that have taken and passed ~~Volusia County's or a Deltona IV course~~ after ratification of the contract.
4. Honor Guard Team Members
5. Certified Car Seat Technicians
6. Certified MSA Technicians
7. Fire Instructor
8. Bike Team Member
9. Bilingual Member\*\*

Comment [O30]: Was already agreed to on 2/7/13 without entire sentence however, union agrees with the added word previous to the sentence 4/22/13

Comment [BS31]: Agreed 5/10/13

\*Any new incentives implemented as part of this contract ratification shall be retroactive back to October 1, 2012 and paid upon the first full pay cycle after ratification of this agreement. Existing incentives will start effective first pay cycle after October 1, 2013.

\*\*Bilingual members must be fluent in Spanish or American Sign Language and shall meet qualification of an agreed upon SOP for qualifications of this incentive. It is agreed that this policy shall be retroactive back to October 1, 2012 after qualifications have been established.

Comment [O32]: When going with retro style wages only contract this language was acceptable however, entire contract shall be retro back to Oct 1, 2012 so not necessary 4/22/13

Comment [BS33]: Agreed 5/10/13

These incentive pays shall be paid on an annual basis with a separate check the last pay period in November of each year for the duration of this contract.

### Section 2

Florida Certified Paramedics must pass the "Volusia County Protocol Test" and complete the approved clearing process per SOP or if mandated the clearing process as defined by the Volusia County Medical Director before being authorized to function in the Deltona Fire Department, and, upon doing so, shall receive paramedic incentive pay of \$2.25 per hour. Bargaining unit members who obtain status as a Florida State Certified Paramedic must maintain this certification throughout the remainder of their employment in a bargaining unit position.

### Section 3

- (a) Paramedic Incentive pays shall occur the next full pay period after written verification to the employee by the City that the certification requirements have been met. A dated copy will be provided by the fire administrator who receives the verification to the employee to help track when the incentive shall start.
- (b) Failure to maintain a certification will automatically result in loss of specialty starting on the next full pay period.

(e) Loss of ability to function as a Paramedic in Volusia County due to a state determined disciplinary action\* by the medical director shall result in loss of Paramedic Incentive Pay for the period of time during which the employee is not permitted to function as a Paramedic. The following shall outline the procedure of incentive pay loss.

Comment [O34]: We agree on intent of language but have problems with so generalized. Counter proposal in italicize underline.

(c)

- If a non-contested type disciplinary action then incentive pay shall cease at the next pay cycle.
- If a disciplinary action that may be contested then the term suspension with pay shall apply. This means if found guilty the employee shall reimburse incentive monies back to the city via either direct pay from paycheck or a lump sum payment at the employee's choice.
  - i. Paycheck deduction shall not exceed the normal incentive amount per paycheck normally paid to the employee per pay period.
  - ii. The incentive shall cease the next full pay cycle after the state decision is noted complaint becomes formal.
    - The incentive shall begin again the next full pay cycle after the ability to function as a Paramedic is restored.
    - If there is an appeal process performed and the member wins the case then they shall be reimbursed for any loss of incentive pay.

Comment [BS35]: City having problem with the phrase contested however we both agree on intent of wording so city looking for alternative language.

— Determined by the probable cause panel determining a formal administrative complaint should be filed.

TA to by city (Dave Denny) AD TA to by Union (Bush Swisher) BS Date TA to: 6/21/2013

Article 2521 - EXTREME WEATHER

Section 1

The Employer agrees not to require members of the bargaining unit to perform non-emergency duties outdoors during extreme weather conditions that could endanger the health or safety of the employee.

Section 2

Emergency duties are defined as follows: any duty which, if not completed in a timely manner, will result in an increased risk of health or fire to a person. All other duties are considered non-emergency.

Section 3

The Fire Department shall limit training activities to only those necessary for operational efficiency and shall limit strenuous training evolutions when outside temperatures exceed 92 degrees F and/or a heat index exceeding 95 degrees F. All other activities including but not limited to hydrant inspections, pre-incident planning and fire inspections shall continue uninterrupted.

Section 4

If the heat index should exceed 105 degrees F, then all outdoor activities with the exception of those necessary for operational efficiency, including but not limited to: responding to calls and switching out apparatus, shall stop between the hours of 1200-1800 hours.

Article 2622 - TIME TRADES

Section 1

Employees have the right to exchange shifts or parts of shifts under the following conditions;

- (a) Probationary Employees (new hire or promoted) may not time trade with any position higher than they currently hold.
- (b) Employees may trade within their own rank, or up or down one rank. However, in order for an employee to time trade with another employee not in their rank they must have passed the appropriate relief policy. Time trades may be considered and approved between lesser qualified personnel provided that the time trade does not create a need for overtime usage. Example: Paramedic with EMT.

~~(e) The Operations Division Chiefs shall all requests for time trades and them in a calendar dedicated only to staffing information.~~

~~(d)(c)~~ Time trades must be entered into the automated staffing program approved at least forty-eight (48) hours in advance of the date to be worked. If not entered turned in for approval within this time frame then they may be cancelled for cause\*. (48 hours defined as two consecutive calendar days, not shifts). Once approved the time trade cannot be cancelled based on other leave established after approval.

Comment [036]: Agreed 4/8/13

~~(d)~~ Three way or other mechanisms for greater than two members to complete a time trade will not be permitted must be approved by the Fire Chief.

Comment [037]: Agreed 4/22/13

~~(e)~~ The Union and City agree that time trade members should arrange to get off in time to relieve their next duty assignment on time. Both parties agree that unexpected circumstances occur such as unexpected station shifts in order to maintain staffing per shift and agree that this is part of the business and in these cases the city agrees it is an unavoidable circumstance.

Comment [038]: Agreed 4/8/13

~~(e)~~ Bargaining unit members agree to hold over for up to 30 minutes at the end of the Shift to accommodate for station transfers due to time trades without compensation. If the need for the "hold over" is longer than the 30 minutes due to any alarm the agreement no longer applies. If a bargaining unit member at any time requests compensation for the "hold over" the relieved employee shall be docked 30 minutes of their vacation time.

Comment [039]: Agreed 4/8/13

Section 2

Once the responsible employee accepts the time trade through the automated staffing program, ~~signs the form and the Division Chief has approved the trade~~ the relieved employee no longer

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has the responsibility of the designated time on the form. If the responsible employee is late, sick, or a no show then it shall be treated as if that employee were originally scheduled to work that time slot in accordance with current pertaining fire department policies. Also, if the responsible employee cancels the time trade after the approval process then it shall be his/her responsibility to find coverage.

\* Cause - defined as a request that, as interpreted by the Fire-Division Chief, adversely affects staffing, comes from an unqualified individual, or other wise violates Departmental policies or procedures.

Comment [O40]: Agreed 4/8/13

Article **2327** - MINIMUM SAFE STAFFING LEVELS

Section 1

A minimum staffing level of three (3) personnel on all suppression apparatus (with the exception of brush trucks as outlined below) shall be maintained starting the first day of this agreement. Any new suppression units added to the Department during the agreement shall also be staffed with three (3) personnel.

Brush Vehicles operated by one qualified person may be driven to a scene in a non-emergency mode or may even go emergency when they are following another emergency vehicle that has their minimum staffing level. But under no circumstances may they be involved in direct fire operations without the minimum safe staffing levels. It is the intention of both parties to operate the vehicle with normal duty levels at all times when able to do so.

Section 2

The following vehicles will have a Lieutenant\* position: Aerial and Engine. Rescue vehicles shall be staffed with a ~~Lieutenant\* when available but shall have a minimum of an Engineer\* as part of its regular minimum staffing of two personnel. If such vehicles a rescue is are~~ regularly stationed independent of other vehicles identified in this article that are normally staffed with a Lieutenant then the rescue shall have a Lieutenant. Minimum staffing for rescue vehicles shall be two (2) Firefighters.

The following vehicles will have an Engineer\* position: Aerial, Engine, and Brush\*\*

The following vehicle will have an Operations Division Chief\* position: Operations Vehicle.

The following vehicles will have a Firefighter position: Aerial, Engine and Brush\*\*

\* Exigent circumstances such as hurricane responses, Battalion vehicles shall be staffed with two (2) personnel for safety reasons.

\* May be a ride out of class position in accordance with Fire Department Policies and this contract.

\*\* Engineer position for this vehicle only required under emergency conditions.

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Article ~~2824~~ - HEALTH BENEFITS

Section ~~1~~

~~The Employer will continue to provide covered employees with insurance plans providing benefits comparable to those currently in effect as of the effective date of this collective bargaining agreement. The Employer will pay the cost of the employee's individual coverage.~~

Section ~~31~~

(a) If, in the opinion of Management, a change in the plan/cost becomes necessary, such change shall be negotiated by the parties prior to the implementation of a new insurance plan.

~~(b) If the insurance carrier fails to perform, or the Union is able to find an insurance plan that is better than the current plan (e.g., a plan that offers better benefits at the same cost as the current plan, or lower cost for the same benefits) either party may request to negotiate a new insurance plan.~~

Comment [BS41]: We agree with proposal on 5/28/13 with word cost and dependent on other articles.

Comment [O42]: Was agreed to on 4/8/13 after discussion with city attorney who wrote language of her own that city struck last proposal saying it was our proposal? This was accepted as an alternate by city attorney on same day.

Comment [BS43]: Agreed 5/10/13 but city still checking one more time with city attorney.

Section ~~32~~

Any improvements to City Health Benefits will also be offered to Union Members.

Comment [BS44]: City proposal is to keep section 3 and section 2(a) all other language would be deleted. Union will be considering 5/28/13

Article 2529 - PHYSICAL EXAMINATIONS

Section 1

(a) The Employer will provide a fire related practical physical examination, at no cost to the employee every 12 months. Also, a basic physical examination will be given prior to the practical to ensure no underlying conditions that can be seen exist. This basic examination will include the following:

- (1) Basic blood work (CBC, BMP, Lipid Profile)
- (2) Fat percent
- (3) PPD
- (4) Hepatitis B and C screening
- (5) HIV testing
- (6) Complete Urinalysis

(b) On every other physical examination; i.e. approximately every two (2) years, the employee will be provided with a complete physical examination that will include the following:

- (1) Basic Physical Examination in accordance with section (a)
- (2) Hands on Physical Examination by either a certified doctor or Physicians Assistant
- (3) 12-lead EKG
- (4) Pulmonary function test
- (5) Chest X-ray (as recommended)
- (6) Complete Hearing Exam
- (7) Complete Vision Exam
- (8) Heavy Metal assessment

(e)(b) Every two years an employee over the age of thirty-five will have the option of receiving at no cost a stress test provided by an agreed upon facility by the union executive board and the City Manager:

(c) Upon ratification of this contract the city will provide the option to every member age forty (40) and over\* a Coronary Calcium Scan to establish a baseline. Thereafter, the city will provide the option of this test to all employees turning forty (40)\* and then every five (5) years thereafter, unless contraindicated by the member's physician.  
\*or any member at high risk in accordance with a physician

e) Whenever a question arises from annual physicals regarding any employee's fitness for duty, the Employer may require that employee to submit to further a-physicals and/or psychological examination in order to assure that the employee is fit for duty. The Employer shall pay the cost of such examination. Second opinions will be reviewed and utilized by the

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City Manager for decision making. The cost of the second opinion will be borne by the employee.

- f) The employee shall sign a form authorizing the examining physician or psychologist to provide a copy of the results of his examination to the Employer for any findings pertinent findings. The Employer will provide a copy of the results to the employee upon receiving it within fifteen (15) calendar days.
- g) If any employee is found unfit for duty, a rehabilitation period of at least one (1) year will be provided, if feasible. Any extension of this period shall be established under the direction of a jointly agreed upon physician. The Employer shall utilize the forty-hour (40) schedule during the rehabilitation period if any positions are available that the employee can perform.

Comment [O45]: Agreed to 2/28/13

Section 2

For all other non-workers compensation injuries it is agreed between the parties that once the employee is cleared by their physician and the city decides they desire clearance by their own occupational physician the following shall occur:

- Appointment with occupational physician shall be made by city
- If there is loss of time between the city appointment and the date of the employees clearance back to work form then the city agrees to place the employee on "other on duty" pay for their regular shift hours.
- City appointment shall be made on employees shift date
- City transportation shall be provided to the employee to and from the appointment
- If an employee is not cleared by city physician then pt. shall be placed on "other on duty" time or also have the option of light duty within the fire department with restrictions allowed by city physician.

Comment [O46]: Language talked about on 4/22/13, needs approval or worked on between parties

Comment [BS48]: Agreed on 5/10/13

Comment [BS47]: New language brought on by a couple of occurrences B Maples as one of them. 5/17/13

Section 23

The Employer shall actively attempt to identify and to limit the exposure of members to contagious diseases in the performance of their duties. When deemed by the Volusia County Medical Director to be necessary then, inoculations, vaccinations and other treatment shall be provided by the Employer. The employer reserves the right to have the employee use the group medical insurance plan when possible. However, any cost incurred by the employee for such a visit shall be paid by the City.

Section 43

Bargaining unit employees shall be advised in writing of test results within a month following testing. If the test results indicate any abnormalities, the employee shall have the right, upon personal request, to meet with a Physician, Nurse Practitioner, or Physician Assistant to discuss test results.

Section 45

TA to by city (Dave Denny) \_\_\_\_\_ TA to by Union (Bush Swisher) \_\_\_\_\_ Date TA to: \_\_\_\_/\_\_\_\_/2013

Bargaining unit employees shall have on record all shots received during the employment within the city. The employee will attempt to provide records of any other shots or inoculations received outside of Deltona employment to the employer as soon as they are received. The employer will keep these records on file with the ability of the employee to access them upon request.

Section ~~56~~

The Fire Department "Privacy Officer" shall maintain hospital pre-admission information provided by the employee to ensure that pertinent information is available to the hospital for effective treatment of the employee.

Section 7

The city hereby agrees from this contract forward that any employee hired by the "District of Deltona" or "The City of Deltona" that did not have a physical prior to hire date but had an employment physical within one year of hire then that physical shall count as a pre-employment physical in all legal matters that such a requirement exists!

Comment [BS49]: Language talked about at 5/10/13 meeting.



112.181A  
.1816A Prescription -

Union - Fire District Does.

Article 3026 - PERSONNEL FITNESS / WELLNESS PROGRAM

Comment [050]: Sections 1-3 approved 4/8/13

Section 1

In order to help provide a healthy work environment, ~~a minimum of up to~~ three (3) bargaining unit members shall be allowed to participate and become certified in accordance with the IAFF/IAFC Peer Fitness Certification Program or appropriate equivalent program. Preferably, a minimum of one Peer Fitness Counselor shall be available for each shift. ~~These members shall develop and implement a fitness program based upon the guidelines set forth in the IAFF/IAFC Fire Service Joint Labor management Wellness / Fitness Initiative or equivalent program.~~

Section 2

Both the employer and members realize the importance of maintaining physical and mental fitness in order to perform the everyday duties required. Therefore, both parties agree to form a committee and establish a policy within one years' time from date of ratification.

Each duty shift crew will be provided with appropriate time as defined by the employer per shift in order to facilitate fitness training. Crew officers shall coordinate training times through the Operations Division Chief and shall remain within the immediate area of the station and/or apparatus and shall retain radios, pagers and any other assigned communications devices.

Members will also be provided with fitness and nutritional education as well as dietary counseling yearly, with follow-up training available upon request. The Peer Fitness Counselors shall provide said educational opportunities or shall make arrangements for scheduling outside educators\*\* as needed.

\*\*If any cost involved must be approved by the city.

~~The program will also provide a quality assurance device that allows for periodic evaluations of the performance of Peer Fitness Counselors and the Peer Fitness Program to ensure effectiveness. Said results shall be made available to the Fire Chief upon request and shall not result in punitive action against members or Peer Fitness Counselors.~~

Section 3

In order to facilitate this program, the following will be implemented within the first 12 months after the ratification of this agreement: each station, as space allows, will be provided with a minimum of, but not limited to, a weight bench with assorted free weights (totaling at least 300 lbs.) assorted dumb bells, a Smith machine or equivalent with appropriate bench, ~~and some form of stationary cardiovascular machine treadmill similar to those already in stations, and some other form of stationary cardiovascular machine as room permits. An exercise room shall be constructed of adequate size to provide the above equipment and room for the entire crew to work out in any new or renovated fire station.~~

~~The Peer Fitness Counselors shall research and make recommendations to the Fire Chief as to what type of equipment is needed. The Fire Chief shall have the final decision of equipment purchases based on recommendations of the committee. Each duty shift crew will be provided with appropriate time as defined by the employer per shift in order to facilitate fitness training. Crew officers shall coordinate training times through the Operations Division Chief and shall remain available to respond should exigent circumstances arise. During training, crews shall~~

~~remain within the immediate area of the station and/or apparatus and shall retain radios, pagers and any other assigned communications devices~~

Section 4

The city shall provide a funded budget to the fire department for the following activities:

1. Annual burn building training (average of 70% of department members to attend per year)
2. Semiannual tower training for special operations team (average of 90% of special ops members attend per year)
3. Provide supplies and hardware for special props such as maze training, RIT training, special operations training. With a minimum funded budget of \$3,000.00 dollars

These training periods may be done wherever the city can obtain the services but both parties agree that the city will strive to bring these facilities to our city when extra funding or grants are awarded that make them affordable. (Burn building, Tower building, special props)

Section 5

The city agrees that the following shall apply:

- The city/department will not deny the use of any personal exercise equipment, prop or approved training regime/course, in common use so as long as a physician, healthcare provider, professional trainer, or Peer fitness trainer has approved said training, equipment or prop in writing and has been submitted via the chain of command for filing. (examples: Crossfit style training, running, Yoga, video exercise programs, sled pull/push)
- The city/department and members will promote a healthy lifestyle and will always encourage new fitness training and ideas.
- If a prop can be constructed to simulate any of the listed job functions below and has been approved by peer fitness trainer then it must be proven to be unsafe by the city/department in order to not be approved via chain of command. (victim search, victim rescue drag, hydrant opening, ladder carry, ladder extension, hose drag, stair climb with equipment, ceiling breach and pull, equipment carry)
- IAFF or similar organization endorsed events such as stair climbs, extrication teams, RIT teams and other like competitions are agreed by both parties to help educate members by bringing in outside expertise and techniques that may have never been identified without these opportunities. Therefore, we shall encourage these programs and equipment associated with them and encourage participation when possible.
- The union agrees that the previous equipment and/or props in section 5 are not mandatory for the city/department to pay for. If the city/department choose not to pay for the equipment/prop and it has been approved then the members or the union may pay for its purchase.

Comment [O51]: Still working on new language for training

Comment [BS52]: Approved on 5/13/13

Comment [BS53]: Agreed to add this language on 5/10/13

Comment [BS54]: Rewrite of previous proposal 5-10-13 need final approval (copied from Orange County fitness SOP and contract)

Comment [BS55]: Took out boxing as requested but agreed to rest of article and its intent, 5/28/13

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~~exercise programs such as Crossfit, Boxing, Running, Yoga, Video exercises and other like programs are both beneficial to the health of the firefighter and to the city by reducing long term injuries and recovery times. Also, endorsed competitions such as stair climbs, extrication teams, RIT teams and other like competitions help increase education and bring in outside expertise that otherwise would not have been able to be used. Therefore, we shall encourage these programs and equipment associated with these programs within our stations as long as they are preapproved via the chain of command.~~

Comment [BS56]: Agreed to on 5/10/13

~~Members will also be provided with fitness and nutritional education as well as dietary counseling yearly, with follow up training available upon request. The Peer Fitness Counselors shall provide said educational opportunities or shall make arrangements for scheduling outside educators as needed.~~

Section 456

At no time will any punitive action be taken against a member based on physical and/or behavioral fitness or assessments.

TA to by city (Dave Denny) LD TA to by Union (Bush Swisher) DS Date TA to: 6/11/2013

## Article 3427 - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1

A "Grievance" is a dispute between the Employer and the employee, or a group of employees, involving the interpretation or application of the collective bargaining agreement.

### Section 2

No grievance will or need be entertained or processed unless prepared in writing in the manner prescribed herein and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee or by the Union. However, if filed by an employee the city must inform the Union President or designee of the grievance and its resolution within five (5) working days of making it.

### Section 3

The Union will inform the Employer in writing of its designated representative when a grievance is filed. The designated representative may process the grievance during duty hours, so long as the processing does not interfere with the Deltona Fire Department's operations. For the purposes of this Article, "processing a grievance" is defined as presentation of the grievance to Management; it does not include time spent in preparation of the grievance on behalf of the employee.

### Section 4

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

#### (a) Step 1:

1. An aggrieved party or the Union shall date and present the grievance in writing to the Fire Chief within ~~ten (10)~~ **twenty (20)** calendar days of the date that the grievant knew or should have known of the occurrence of the action giving rise to the grievance. For purposes of this Article, "calendar days" is defined to include all days regardless of holidays or weekends.

Comment [O57]: Section 1-5 agreed 2/7/13

2. The Fire Chief may within ~~ten (10)~~ **twenty (20)** calendar days of receipt of the written grievance, conduct a meeting with the aggrieved party, for the purpose of attempting to resolve the grievance. The Fire Chief shall notify the aggrieved party and the Human Resources Director in writing of his decision within ten (10) calendar days following the meeting.

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(b) Step 2:

1. If the grievance is not resolved at Step 1, the aggrieved employee or the Union, within ~~ten (10)~~ **twenty (20)** calendar days following receipt of the Fire Chief's decision in Step 1, may submit the grievance to the City Manager.
2. The City Manager may within ~~ten (10)~~ **twenty (20)** calendar days of receipt of the grievance, conduct a meeting with the parties, for the purpose of attempting to resolve the grievance. The City Manager shall notify the aggrieved party in writing of his decision within ten (10) calendar days following the City Manager's receipt of the grievance. The written decision of the City Manager will be rendered within ten (10) of receipt of a timely appeal and will be final, subject only to such other or further proceedings as may be allowed by law.

(c) Informal Resolution of Grievances--The parties are also free to meet and discuss matters in an attempt to reach an informal resolution of potential grievances. However, informal discussions of the matter shall not operate to toll time periods for filing grievances set forth in this section.

Section 5- Request for Arbitration

- (a) If any grievance is not resolved by the foregoing grievance procedure, the Union may request to submit the matter to arbitration.
- (b) Should the Union decline to process a grievance solely because an employee is not a union member, the employee shall have the right to process the grievance through and including arbitration and shall have the same rights and obligations as the Union, provided, the Union shall be entitled to be present at each stage of the procedure.
- (c) A request for arbitration must be submitted in writing to the Fire Chief within ~~ten (10)~~ **twenty (20)** calendar days after receipt of the City Manager's decision.

Section 6- Selection of Arbitrator

Within ten (10) calendar days from receipt of a request to arbitrate, the parties shall confer in an attempt to mutually select an arbitrator to hear the dispute. If the parties are unable to mutually agree on an arbitrator, ~~the Employer shall, within ten (10) days thereafter,~~ request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of at least seven (7) arbitrators to the parties, and shall simultaneously provide a copy of the request to the Union. Upon receipt of the panel from FMCS, the parties shall confer to select the arbitrator from the panel provided. Selection shall be accomplished by alternate striking of names from the list. ~~The party requesting arbitration shall strike first. A coin toss shall determine who strikes first.~~ Either party may reject the entire panel of arbitrators provided by FMCS and request another panel, provided that the party must reject the panel before any names are struck, and provided that no party may reject more than one panel of arbitrators.

Comment [058]: Agreed 4/8/13

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/21/2013

### Section 7- Arbitration Hearing

The arbitrator selected by the parties shall conduct a hearing on the dispute as soon as possible after his selection.

### Section 8- Decision of the Arbitrator

- (a) The power and authority of the arbitrator shall be strictly limited to the determination and interpretation of the express terms of this Agreement. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall not have the power to limit or impair any right that is reserved to the Employer, the Union, or the employees by statute. The arbitrator shall not have the power or authority to establish or change any wage or rate of pay set forth in this Agreement. In disciplinary matters, the issue which may be considered by the arbitrator is whether the Employer has established just cause for action ~~with competent substantial evidence, that the offense that gave rise to the discipline occurred; once this is established, the arbitrator has no power or authority to substitute his judgment for that of the Employer as to the penalty imposed. Provided, however, that the grievant or Union may challenge the penalty imposed if it can be shown that inconsistent penalties were imposed upon different people for the same offense, and the persons penalized had similar disciplinary history~~.
- (b) No decision of any arbitrator, or any resolution of a grievance by the Employer, shall have or constitute binding precedent. Nor shall any decision or resolution create a basis for retroactive adjustment in any other case.
- (c) The arbitrator shall render his decision as to the disputed matter within twenty-one (21) days of the close of the hearing, or within twenty-one (21) days of the date that briefs are submitted, in cases where either of the parties elect to file a brief.
- (d) The decision of the arbitrator is final and binding on all parties, subject to any judicial relief available to either party under Florida law.

Comment [O59]: Agreed 2/7/13

### Section 9- Arbitration Expenses

- (a) ~~The losing party, as determined by the arbitrator, shall pay the costs of the arbitration, including any fees and expenses of the arbitrator. Shall be split equally by the parties.~~
- (b) ~~Each party shall bear its own costs for its witnesses and representatives and will split the costs of the arbitration.~~

Comment [BS60]: After talking with our lawyer and taking into consideration the city and our talks on 5/10/13 this is our proposed language 5/17/13

Comment [BS61]: Talked about on 5/10/13 we agreed something needs to be placed about how arbitration will be paid such as split or ??

Comment [O62]: This was added last meeting without speaking of it.

### Section 10- Time Limitations

- (a) Any time limit imposed on the grievance and arbitration process by this Agreement may be extended upon mutual written Agreement of the parties.

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(b) Any grievance not answered by Management within the time limits provided in this Article automatically advances to the next higher step of the grievance procedure. Any grievance not pursued by the employee within the time limits provided in this Article will be considered abandoned.

c) Any time there is a formal correspondence between the Union and Management it shall be delivered in writing to one of three (3) people listed below:

Union: 1) President

2) Vice-president

3) Secretary

Management: 1) Fire Chief

2) Deputy Chief Operations

3) Deputy Chief Administration

\*\*Titles may change but intended for title of same job description

Comment [O63]: Agreed 2/7/13

Documents shall be dated, times stamped and include a signature of the receiving party of which then a copy shall be made for presenting parties records.

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### Article 3228 - LIFE INSURANCE

The Employer shall provide life insurance protection for each employee in an amount equal to one and one-half ( $1\frac{1}{2}$ ) times the employee's annualized compensation. However, the life insurance benefit for any covered employee shall not exceed \$150,000. The benefit shall be in addition to the life insurance benefits that Florida Statutes require Employers to provide for firefighters. The Employer shall pay one hundred percent (100%) of the premium.

Should the life insurance benefit increase for general employees, such change will be offered to Union Members.

Short-Term Disability – benefit shall be maintained at least at its current level or above. The employer shall pay one hundred percent (100%) of the premium.

TA to by city (Dave Denny) ADA TA to by Union (Bush Swisher) BS Date TA to: 6/21/2013

| Article 3329 - WORKING OUT OF RANK

Section 1

The Employer shall determine when it is necessary to require a member to work out of rank on a temporary basis. The Employer agrees that members on any type of probation will not be used for working out of rank in a higher position than that which they currently hold. In addition, in order for a member to work out of rank, the member must meet all requirements as defined by the current applicable Fire Department SOP.

Section 2

When a member is temporarily assigned and functions in a higher rated job then they shall be paid an additional one dollar (\$1.00) per hour as additional compensation for work performed in the higher rated job. This Article relates to firefighter working as engineer, engineer working as lieutenant, and lieutenant working as Operation Division Chief.

Section 3

Higher-level position paramedics may ride down to fill paramedic positions.

TA to by city (Dave Denny) LD TA to by Union (Bush Swisher) BS Date TA to: 6/11/2013

| Article **3430** - LIGHT DUTY ASSIGNMENTS

Section 1

The Fire Chief may give consideration to light duty assignments for bargaining unit members who apply for such duty based upon an off duty injury. This consideration shall include but not be limited to individual circumstance, capability, and work availability. Bargaining unit members that are approved for an off duty injury based light duty must utilize sick leave or other leave as approved, to attend physician appointments, therapy, or other medical necessary appointments related to the injury.

Section 2

A bargaining unit member, if approved by the Fire Chief, shall be assigned to light duty in accordance with the member's medical certified restrictions. The Fire Chief, at his discretion may assign bargaining unit members to any Division, group or work area in the Fire Rescue Department, provided such work is available and meets the limitations of the injury.

Section 3

A member normally assigned to a 24on/48off work schedule temporarily assigned to a forty (40) hour light duty assignment shall be paid as if they were working their normal duty shift. Bargaining unit members assigned to approved light duty assignments shall not accrue holiday compensatory time.

TA to by city (Dave Denny) 10 TA to by Union (Bush Swisher) 15 Date TA to: 6/21/2013

**Article 3531 - FACILITIES MAINTENANCE**

The employees will be responsible for proper care and cleaning of the area and facilities provided.

The employees agree to perform normal station duties and housekeeping maintenance. The Employer will provide cleaning supplies for both the station and apparatus.

Firefighters will not be required to perform general maintenance or painting to building (inside or outside).

This article is not intended to discourage any employee from voluntarily performing general maintenance or painting if they choose to do so.

TA to by city (Dave Denny) AD TA to by Union (Bush Swisher) BS Date TA to: 6/21 /2013

## Article 3632 - UNIFORMS, PROTECTIVE CLOTHING, AND EQUIPMENT

Input from the firefighters and their Union representatives as to all aspects of uniforms, protective clothing and equipment will be considered by the Chief of the Fire Department. The Employer will provide the uniforms, protective clothing and equipment that are considered appropriate and safe by standards applied in the profession.

### Section 1

All employees shall be provided with uniforms in accordance with fire department policies, which covers all aspects of issue, maintenance and replacement of the uniforms. Should any member require prescription safety eye wear, it will be provided by the City as per City policy.

### Section 2

All employees shall be provided with protective clothing and equipment in accordance with fire department policies, which covers all aspects of issue and replacement of the protective clothing and equipment.

### Section 3

The Employer will pay for the cleaning of protective gear on a quarterly basis or, after an incident that requires decontamination due to biological or carcinogen type agents as determined by the Fire Chief or his designee.

### Section 4

The employer shall provide up to one pair of boots and up to one belt to each bargaining unit member each calendar year. Style and availability shall be determined by the employer based on recommendations by the uniform committee and items will be replaced on a one for one basis. No less than 3 styles and/or brands of boots shall be available. After inspection and upon discretion of the Fire Chief or authorized designee, used boots may be returned to the employee for use as a backup pair.

### Section 5

Members shall be held financially accountable for replacement of uniforms, protective equipment or clothing, and boots or belts if it is determined that negligence of the part of the member creates damage or loss, or if stolen from an unsecured area.

TA to by city (Dave Denny) 100 TA to by Union (Bush Swisher) 15 Date TA to: 6/21/2013

## Article **3733** - EDUCATION INCENTIVE PAY PLAN

### Section 1

Employees who meet certain educational criteria will receive incentive pay in addition to their regular base rate of pay, as provided below:

- (a) Employees who complete thirty-two (32) semester hours of credit towards an Associate's or Bachelor's Degree shall receive \$0.10 per hour.
- (b) Employees who obtain an Associate's Degree, or sixty-four (64) hours of credit towards a Bachelor's Degree shall receive \$0.20 per hour (which shall be paid in lieu of the amount shown in subsection (a)).
- (c) Employees who obtain an Associate's Degree and complete an additional thirty-two (32) hours towards a Bachelor's Degree, or employees who have completed ninety-six (96) hours towards a Bachelor's Degree, shall receive \$0.30 per hour (which shall be paid in lieu of the amount shown in subsections (a) and (b)).
- (d) Employees who obtain a Bachelor's Degree shall receive \$0.40 per hour (which shall be paid in lieu of the amount shown in subsections (a), (b) and (c)).

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#### Article 3834 - SUPPLEMENTAL WORKER'S COMPENSATION

The Employer hereby agrees to pay benefits to an employee injured in the line of duty in accordance with the following definitions, terms and conditions:

- (a) Employees who suffer injuries, which are incurred in the line of duty, shall receive compensation as provided for in this Article.
- (b) An injury shall be deemed to have been incurred in the line of duty if such injury is compensable under Florida Worker's Compensation Law.
- (c) The amount of compensation received shall be the amount required to supplement funds received from the Florida Worker's Compensation Law and any other disability or other income plan provided by the Employer, either by law or by agreement, to the point where the sum of the supplement herein provided and all other payments herein described equal the employee's weekly net wage at the time of injury (plus any increases the employee would have received under this Agreement). For purposes of this Article, weekly net wage is defined as the amount of pay the employee receives each week after deductions are made for social security, income tax, voluntary deductions, and pension contributions.
- (d) The term "Disability," as used in this Article means incapacity because of injury to earn in the same or any other employment the wages, which the employee was receiving at the time of injury.
- (e) It is the intent of this Article to provide supplemental compensation for in the line of duty injuries only. This Article shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of the terms of this section, the decisions concerning definition of those terms issued under the Florida Worker's Compensation Law shall control.
- (f) Employees claiming benefits under this Article shall notify the Fire Chief or his designee of their injury on the same duty shift that the injury occurred.
- (g) An employee claiming benefits for an on duty injury shall accept light duty within the Fire Department as directed by the Fire Chief if the injury permits, or forfeit the benefit. The Employer shall pay for the employee to be examined by a physician of the Employer's choice in order to determine whether the employee can perform light duties. Any employee assigned to a less strenuous position due to job-related disability shall continue to accumulate seniority attached to his normally assigned position. The Fire Chief retains the right to determine if and when light duty assignment shall be made and how long the assignment will last.

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(h) An employee who works for any other employer or for himself while on worker's compensation shall not receive the supplement provided in paragraph (c) above and will be subject to termination if he performs work or engages in any activities inconsistent with the restrictions placed on his activities by the doctor treating him.

Article 3935 - **COMPENSATION AT SEPARATION**

Section 1

An employee who resigns, is discharged, or who is otherwise separated from his employment with the Department shall be compensated for all time worked, and for unused vacation time at 100%. Such payment shall be at the employee's rate of pay as of the date of resignation, discharge, or termination. Newly hired employees, on probationary status who resign or are terminated, do not qualify for this benefit.

Comment [O64]: Still discussing dependent on wages 4/22/13

Comment [BS65]: Not sure if article agreed to or not will discuss next meeting waiting city approval 5/10/13

Comment [BS66]: Agreed to on 5/28/13

Comment [BS67]: After discussion everything agreed to except with the agreement to health insurance article we are requesting 100% after 25 years instead of 30 years as suggested by city.

Section 2

An employee hired on or before September 30, 2005 will be paid accumulated sick leave at the employee's final rate of pay upon termination of employment based on the table below:

Years in Department	Percentage used to Calculate Payoff
<del>9 years or less</del> .....	<del>0%</del>
10 years .....	<del>0%</del> 25%
<del>15 years</del> .....	<del>25%</del>
20 years .....	50%
25 years .....	75%
<u>30 years</u> .....	<u>100%</u>

Section 3

a. An employee hired after October 1, 2006 with ten (10) years service is paid 25% of accumulated sick leave, at the employee's final rate of pay upon termination of employment.

a.b. If employee from Section 3 (a) works 25 or more years then they shall receive 30% of accumulated sick leave instead of the 25% stated in (a).

Section 4

An employee whose employment with the City is terminated (to include the employee being fired or dismissed from the City) for any reason other than retirement, death, lay-off or resignation with proper two (2) weeks notice, shall have no right to cash in accrued sick leave. Under such circumstances the accrued sick leave is forfeited and the employee shall have no claim to payment for accrued sick leave.

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**Article ~~40~~36 - PENSION PLAN**

Comment [O68]: Tentatively agreed on 2/7, waiting for outcome of senate and house bills

Comment [O69]: New language to give the board flexibility to pick and choose between the best options for the plan. 5/13/13

The Parties recognize that the covered members in the Bargaining Unit are participants in the City of Deltona's Firefighters Pension Plan, the Local Law Plan established under the authority of Florida Statutes Chapter 175. The City agrees to continue to participate in such Plan, on behalf of the Bargaining Unit employees and further agrees that the benefit provisions under the Plan will not be decreased during the term of this Agreement.

~~The ability of the City to provide additional benefits contemplates the use of additional insurance premium tax funds available to the City under FL Statute Chapter 175. Additional benefits are subject to the State of Florida Division of Retirement permitting the use of additional insurance premium tax funds. Ongoing discussions of enhancements to the pension plan are anticipated and will require separate approval of the additional benefits by the City Commission after ratification of this Collective Bargaining Agreement (CBA).~~

Members will continue to make an 8% contribution to the plan. The city will contribute no less than 16% of payroll. The city and the union agree to use available premium state tax dollars to enhance the current pension plan to include a minimum of the following improvements:

- 1) Cost of living adjustment (COLA) shall be added to the plan of at least 1.50% to a maximum of 3.00% with all other details determined by the pension board.
- 2) Extend the DROP acceptance election period ~~time~~ as recommended by the board
- 3) Extend the DROP term as recommended by the board
- 4) Allow credit for military and past public service members

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## | Article 4437 - PERFORMANCE EVALUATION

### Section 1

The Fire Chief, or his representative, shall conduct performance evaluations for each employee consistent with the applicable or prevailing fire department policies but, in any event, once a year on or before the employee's anniversary date of hire or promotion.

### Section 2

The employee will have an opportunity to review the completed evaluation and enter his written comments thereon.

### Section 3

Performance evaluations will not be used as a substitute for disciplinary action. The Employer shall follow the appropriate disciplinary procedures in order to correct inappropriate behavior. The goal of performance evaluations will be to ensure that employees perform their jobs to the best of their abilities and gain a better understanding of what is expected on the job. Written performance reviews will be based on an employee's overall performance in relation to job responsibilities and will also take into account conduct, demeanor, and record of attendance and tardiness.

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## Article 4238 -- PROMOTIONS

### Section 1

Promotions to the rank of Engineer, Lieutenant, and Division Chief shall be accomplished as provided for in this Article.

### Section 2

The Employer shall post a notice of the promotional examinations for a job classification covered by section 1 in a department wide memo and departmental e-mail at least sixty (60) days prior to the date of the first examination of the series. Employees wishing to take the promotional examination must apply in writing at least thirty (30) calendar days prior to the first examination date as prescribed in notice. The Chief shall determine both the contents and process of the examinations and post a list of the study material required at least thirty calendar days prior to the first examination date.

### Section 3 -- Eligibility

- (a) Employees must have and retain the minimum requirements for the classification, which is posted as provided in Sections 9, 10 and 11.
- (b) Employees with a written warning or greater that were within six (6) months prior to the date of the first examination shall not be eligible for promotion. However, they may still apply and test so that they will be on the list for the next series of promotions if any.
- (c) Employees shall be suspended from the Promotion List if they receive a written warning or greater. They shall not be eligible to be promoted until they are discipline free for six (6) months from the last infraction.
- (d) Employees who would otherwise be promoted who are on an approved leave of absence, except under FMLA conditions, at the time of their selection will be passed over but retain their place on the Promotion List if they can return to work capable of performing the duties of the new classification within 90 calendar days.

### Section 4 -- Examinations

All promotional examinations will be conducted by the City. In lieu of the City conducting the examinations, the City and Union may mutually agree to have examinations conducted by a third party outside testing entity that is agreeable by the Union President and the Chief. Promotional exams will be held as follows. Examinations for Engineer will be held the second full week in October of odd numbered years. Examinations for Lieutenant will be held the second full week in October of even numbered years. Examinations for Division Chief will be held the second

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full week in October of an even numbered year once every four years. Upon completion of the examinations, the testing entity will provide the Chief with a list of the employees' scores for each section and the total score of the entire testing process for each employee. The employee total score will be used to rank the employees from highest to lowest with the highest score being designated as number one on the Promotion List for the particular job classification.

The promotional eligibility lists will go in effect on November 1<sup>st</sup> of the year in which the test is given and will be maintained for a period of two (2) years for Engineer and Lieutenant, and four (4) years for Division Chief. Should the preceding list be depleted a new promotional exam will be given within six (6) months.

#### Section 5 – Minimum Test Score

- (a) All candidates must pass each section of the examinations, excluding the Chief's interview with a seventy (70%) or better rating in order to be eligible for placement on the promotional list. Candidates who fail to achieve a minimum score of 70% or better on any part of the promotional process shall not move on to the next portion nor be placed on the promotional list.
- (b) The Fire Chief's Oral Interview Board shall be comprised of the Fire Chief and/or his designee and two members of an outside fire agency with at least a rank above the position being tested for and in that position more than (1) year.
- (c) The Fire Chief's Oral Interview Board will rank the candidate with a score of 1-5 with that corresponding number being the number of percentage points added to the candidate's final percentage score provided by the testing entity prior to the final promotional listing of candidates.

#### Section 6 – Maintenance and Selection

After the exam is given, the promotional list will be maintained for a period of two (2) years from the date of the exam or until the list is exhausted, whichever first occurs. The Chief shall refer to the existing promotional list to fill vacancies during the two (2) years following the exam. If the list has expired a new promotional exam will be given in a timely manner. The Chief will offer employees on the promotional list the vacancy based on the highest to lowest rankings of their total scores with the highest total score being promoted first.

#### Section 7 – No Employee eligible to fill vacancy

~~In the event, no employee meets the requirements of this article for a permanent position vacancy and none shall meet the requirements within three (3) months after the test date, then the Chief and the Union shall meet and formulate a plan to staff the position that is acceptable to both parties. Should the parties be unable to reach agreement on an acceptable plan, all options shall be submitted to the City Manager by the Fire Chief and the Union, in consultation with Human Resources, for final determination on filling the vacant position.~~

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#### Section 8 – Grandfather

Any person holding a current position as of October 1, 2006 who does not meet the Article's eligibility requirements for promotion will be considered "Grandfathered in." This does not make them ineligible for in house testing, in order to determine validity of tests, and/or needed training for individual or groups.

#### Section 9 – Engineer Eligibility

Candidate's eligible for promotion to engineer shall meet the following minimum requirements.

- (a) Two (2) years of continuous full time service in the City of Deltona Fire Department as a firefighter
- (b) Non-Volunteer State of Florida "Pump Operator" Certificate
- (c) Satisfactory or better rating on their last Performance Evaluation
- (d) Not on any form of probation
- (e) Successfully completed all required portions of the testing process with passing scores.
- (f) Currently on the Working out of Classification list for Engineer. (shall not be valid for any test within 6 months of ratification)

Comment [070]: Agreed 4/8/13

#### Section 10 – Lieutenant Eligibility

Candidates eligible for promotion to Lieutenant shall meet the following minimum requirements:

- (a) State of Florida "Fire Officer I" certification;
- (b) State of Florida "Fire Officer II" certification;
- (c) Successfully completed all required portions of the testing process with passing scores.
- (d) Two (2) years of continuous full time employment in the City of Deltona Fire Department as an Engineer.
- (e) Satisfactory or better rating on their last Performance Evaluation
- (f) Not on any form of probation
- (g) Currently on the Working Out of Classification list for Lieutenant

#### Section 11 – Division Chief Eligibility

Candidates eligible for promotion to Division Chief shall meet the following requirements:

- (a) Minimum of a Bachelor's Degree in Emergency Medical Services, Fire Science, Emergency Management, Organizational Management, Public Administration, Public Health or Business Administration.
- (b) Successfully completed all required portions of the testing process with passing scores.
- (c) Four (4) years of continuous full time employment in the City of Deltona Fire Department as a Lieutenant.
- (d) Must be a State of Florida certified Paramedic.
- (e) Satisfactory or better rating on their last Performance Evaluation
- (f) Not on any form of probation

Comment [071]: Agreed 2/7/13

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(g) Currently on the Working Out of Classification list for Division Chief

Section 12

Any employee promoted to a higher level position shall be placed into the appropriate step for the new rank classification to where a minimum of at least a 5% pay increase will occur. Any employee demoted to a lower level position shall receive a decrease in pay, equal to the amount of increase they received for the promotion and shall be returned to their appropriate step in the lower position.

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## Article **4339** - SENIORITY, LAYOFF AND RECALL

### Section 1

- (a) Department-wide seniority shall be defined as continuous service in the Deltona Fire Department, calculated from the first day of most recent full-time paid service. - If hired on the same day then how they were placed on the hiring list at the time of their hiring shall determine their seniority. Number 1 on the list will be most senior in that group and etc.
- (b) Classification seniority shall be defined as continuous service in the employee's current classification, calculated from the first day of most recent full-time paid service in that classification. If two or more employees are promoted simultaneously, classification seniority will be based upon the promotional test placement.
- (c) Citywide seniority – Employees that transfer from another department in the City will not have any departmental seniority. Fire Department seniority shall start on the first day of full-time employment as a firefighter.
- d) A list for each (a) and (b) seniority will be kept current on the computer database and be accessible by all fire department members.

**e) Shift preference will go by Department-wide seniority per classification as feasible. Any other choices when feasible will be made by the following seniority preference order:**

- 1. Rank**
- 2. Classification seniority**
- 3. Department seniority**

Comment [O72]: Agreed 2/7/13

### Section 2

- (a) Any employee who is laid off and has not been recalled for one (1) year, or who fails to contact the Employer or report for work following the receipt of a recall notice as required by Section 6 of this Article, or who fails to return to work upon the date directed, or agreed, after a leave of absence, shall lose his seniority.
- (b) Employees who are resigning or being terminated shall lose all seniority privileges at the completion of his last duty day that was agreed to.

### Section 3:

- I. The first employees to be laid off shall be the probationary employees in each classification. Employees are subject to layoff in the order of least classification seniority to most classification seniority, provided all employees not laid off possess the necessary basic skills and abilities to perform the job for which position they are filling.

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- (a) In the event personnel reduction or other work force adjustment is necessary, the Employer will determine how many employees in each particular job classification must be laid off.
- (b) Once the Employer makes the initial determination of how many employees in each classification must be laid off, employees shall be laid off by classification, in accordance with the following procedure:
- (c) Employees subject to layoff will have the right, in accordance with their classification seniority, to transfer or downgrade (commonly referred to as "bumping") to another position for which they are qualified. The bumping procedure is as follows:
  - 2. Affected employees shall have five (5) calendar days from the date they are notified by the Employer to notify the Employer that they intend to "bump" instead of taking the layoff. The employee must identify the position in which he intends to bump.
  - 3. If the employee possesses the minimum qualifications for that position, he may bump the junior employee in the classification over whom he has departmental seniority and the bump shall take effect within five (5) calendar days of the date that the employee notifies the Employer of his intent to bump.
  - 4. An employee bumping to a different job classification pursuant to this section shall be placed on a trial period of not less than thirty (30) days. If the employee cannot satisfactorily perform the duties of the position to which the employee has transferred, the transferring employee shall be laid off, and the former occupant of the position returned to his job.

#### Section 4

Any employee who is laid off shall receive one month's annualized severance pay, plus accrued annual vacation benefits and unused sick time, as provided for in this Agreement.

#### Section 5

- (a) Employees on layoff status have preference to recall. In the event of a recall, employees shall be called back to work in the inverse order of the layoff.
- (b) In the event an employee is to be recalled the Human Resources Department shall notify him by certified mail, return receipt requested, not less than fourteen (14) days prior to the date he is to report for duty.
- (c) Failure of an employee to keep the Human Resources Department informed of his current address shall relieve the employer of all responsibility with regard to the notification time frame.

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- (d) The employee shall contact the Human Resources Department within three (3) days of the date that he receives the recall notice, and shall inform the Human Resources Department whether he intends to return to work. An employee who fails to contact the Human Resources Department within three (3) days of receipt of the recall notice or who fails to report to duty as scheduled on recall from a layoff shall be considered to have voluntarily terminated his employment unless such employee has notified the Human Resources Department and is excused from duty by the Fire Chief.
- (e) Employees recalled after layoff shall be reinstated at their last position prior to the layoff and retain their seniority.

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Article ~~4440~~ - SEVERABILITY

Comment [O73]: Agreed 2/7, reviewed by lawyers and agreed 4/8/13

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court of competent jurisdiction action after all rights of appeals have been exhausted or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

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Article **4541** - VACATION TIME

Section 1

(a) Bargaining unit employees shall earn vacation leave, which shall accrue bi-weekly, according to the following schedule:

Time	Annual Amount	Bi-weekly Accrual Rate
From beginning of employment until completion of 1 year*	168 hours	6.460 hours
From start of 2nd year until completion of 5th year	216 hours	8.306 hours
From start of 6th year until completion of 9th year	264 hours	10.152 hours
From start of 10th year until completion of 14th year	312 hours	12.000 hours
From start of 15th year until separation	360 hours	13.846 hours

\*Employees will accrue vacation leave from the beginning of employment, but will not be permitted to use leave or be entitled to leave upon separation until they have completed new hire probationary status.

Section 2

Employees may select their annual vacation period on a Department-wide seniority per shift basis, by the 7th of December by 1700 hours for the next calendar year. Process of submission shall be determined by the applicable agreed upon SOP.

Vacation requests that are not submitted in December for the following calendar year will be reviewed on a first come first serve basis. Employees must submit such request via the automated staffing program and applicable agreed upon SOP. Employees may be required to submit such request in writing to their immediate supervisor not less than two (2) days prior to the beginning of the

Comment [BS74]: Agreed previous but also on 5/10/13

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~~requested vacation period. The Operation Division Chief will notify the employee whether the request is granted or denied.~~

The Fire Chief may require an employee to change their scheduled vacation period in case of exigent circumstances where the employee is needed to remain on the job in order to maintain the operational efficiency of the Fire Department. In such cases, the Employer will reimburse the employee for any nonrefundable costs incurred by the employee as a result of the cancellation or postponement of their vacation plans.

Comment [JJV75]: Was taken out on 2/8/13 city placed back in on 4/22/13, Union okay with change.

Comment [BS76]: Verified 5/10/13

### Section 3

Employees are required to take a minimum of ninety-six (96) hours of vacation per calendar year. Employees may carry unused vacation time forward from year to year, except for the minimum requirement, which will be forfeited if not taken. This requirement will not be applied to employees under new hire probationary status at any time during the first eighteen (18) months of employment.

### Section 4

Absent exigent circumstances the Employer will allow up to ~~three (3)~~ four (4) employees to be on vacation or Union pool time per shift, with only 2 members from the same rank allowed off. Additional personnel within each rank may be granted vacation or union pool time off provided that the request does not create overtime and the Chief determines it will not adversely affect operations. If additional personnel are added to the department then the following formula shall be used to determine allowable vacation spots:

Multiply total budgeted shift personnel by 18% and rounding to the nearest whole number using general math rules, i.e., 4.49 or less is rounded down to 4; 4.50 or above is rounded up to 5

Comment [JJV77]: Rest of language agreed to earlier city added this on 4/22/13, union okay with

Comment [BS78]: Verified 5/10/13

(Example: 23 currently on shift at time of signing so:  $23 \times 18\% = 4.14$  ~~vacation slots~~ = 4 vacation slots)

- ~~(a) October 1, 2007 the allowable vacation slots will increase to four (4) employees per shift.~~
- ~~(b) October 1, 2008 the allowable vacation slots will increase to five (5) employees per shift provided that additional bargaining unit positions have been filled to staff an additional apparatus.~~

### Section 5:

~~Vacation hours authorized and taken are to be counted as "hours worked" towards overtime in any applicable payroll period.~~

### Section 6

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Vacation shall be picked in order of Department-wide seniority. ~~If a choice is possible then shift preference will go by Department wide seniority per classification. Any other related choices will be made by the following preference order:~~

Comment [O79]: Agreed 2/7/13, moved to seniority article

- ~~(1) Rank~~
- ~~(2) Classification seniority~~
- ~~(3) Department seniority~~

~~Section 7~~

Comment [O80]: Agreed 2/7/13 will be moved to SOP to be more flexible

~~Numbering one to highest number will number each block of time for vacation from first choice to last choice. Choice one will be given to the most "department senior" shift person. Then the second senior person will receive the next block choice and so on. Once an employee's highest rated choice is received they cannot gain another block of time until all employee's who submitted properly have received a block of time. Then the system starts again with the next highest choice. It is not the Union's or the City's intent to allow all holidays to be taken by most senior people but rather give them the first choice of their most important one to have off~~

Article 4642 - SICK LEAVE

Section 1

~~Sick leave hours used shall not be credited as "hours worked" for payroll purposes based on two-week pay period for calculation of overtime purposes.~~

A one-time sick leave usage of time up to 24 hours per pay period shall be credited as "hours worked". however, if more than one sick time leave of time during the pay period then sick leave hours used shall not be credited as "hours worked" for payroll purposes. A payroll period is based on two week pay cycle. The responsibility of this portion of article shall fall on the finance department!

Examples:

- 1- Employee calls out sick for one shift up to a 24-hour time (or one shift) during a payroll period equates to sick leave hours to be credited as "hours worked".
- 2- Calls out sick more than one shift (any amount of hours in any combination) within the same payroll period would equate to all the sick leave time in that pay period to NOT be credited as "hours worked".

Comment [O81]: Proposed 4/22/13 due to causing employees coming to work sick in order not lose any money. This in turn creates more sick employees. Not the original intent of this language.

Comment [BS82]: Intent agreed to on 5/10/13 just working on language 5/17/13

Comment [BS83]: Changed to clarify intent of article and agreed on 5/28/13

56-Hour Employees (Shift A, B & C) shall earn seven (7) hours of sick leave each pay period. Same rate shall apply to Worker's Compensation or light duty assignments.

Sick leave accrual will be pro-rated based on regularly scheduled hours worked or paid within a pay period.

Section 2

Sick leave may be used for any sickness or disability not arising out of or in the course of employment. Sick leave, ~~up to 12 hours from the beginning of the shift,~~ may also be used to attend to sick members of the employee's immediate family, or those who reside in the employee's household, and to attend medical appointments of the employee which were scheduled and approved in advance of the workday by the ~~Operation~~-Division Chief. Additional hours may be approved for exigent circumstances with approval of the Fire Chief or authorized designee.

Comment [O84]: Agreed 2/7/13

Section 3

- (a) ~~To be eligible for sick leave, an employee must notify the Employer of their inability to report to work not later than sixty (60) minutes prior to the beginning of the employee's normal work day. Absent extenuating circumstances which prevented the employee from notifying the Employer, failure to timely notify the Employer of intended absence will result in denial of sick leave for that day. An employee must notify the Employer each day of absence due to illness or injury, unless the illness or injury will result in the employee's absence of more than two (2) workdays, in which case the expected duration of absence will be communicated to the Employer. Employees who are absent for~~

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extended periods (i.e., more than one (1) work week) shall notify the Employer of their status at least once each week.

(b) The Employer may require an employee at any time to verify a request for sick leave. Abuse of sick leave by an employee shall be cause for disciplinary action.

(c) If an employee takes sick leave and does not have the time accumulated, then this time off will be without pay. Vacation time may be used in lieu of sick time if available, only with prior approval from the Fire Chief or authorized designee.

Comment [JJV85]: Approved 2/7/13

#### Section ~~4~~

~~(a) Any fifty six (56) hour employee who does not use any sick leave in a calendar year will receive twenty four (24) hours off with pay.~~

Comment [O86]: Attached to wages, compensation and pension.

~~(b) Any fifty six (56) hour employee who only takes sick leave on one day in a calendar year will receive twelve (12) hours off with pay.~~

Comment [BS87]: Agreed to if change to "hours worked" is finalized. 5/10/13

#### Section ~~5~~ 4

The Employer will pay one hundred percent (100%) of an employee's accumulated sick leave at their current total hourly pay rate to the beneficiary(s)\* of any employee who dies while employed by the Deltona Fire Department.

Comment [O88]: Agreed prior to 2/7/13

\* The beneficiary(s) for the purpose of this section shall be designated by the employee on the "Life Insurance Beneficiary Designation Card" on file with the Human Resources Department.

#### Section ~~4~~ 5

Employees on sick time will restrict their activities to those in line with the illness and/or injury incurred. Employees shall not perform any outside employment while on paid sick leave.

Comment [O89]: Agreed prior to 2/7/13

#### Section ~~5~~ 6 – Family and Medical Leave (FMLA)

Leaves, which qualify under FMLA, will be administered pursuant to such law and implementing regulations. Negotiated benefits and entitlements available to the employee for such leave will be applied and exhausted first. Any remaining period of leave under FMLA will be unpaid after exhaustion of earned benefits or contractual entitlements.

#### Section ~~8~~ 7 – Special Functions

The City and the Union recognize that individuals often volunteer their time for special functions of the City or the Fire Department that help to endorse public image, safety, and education. Therefore, if an employee is required or authorized to perform a function or is training for one

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that is a City or Fire Department approved event, and if they are injured or die while performing such a function then it shall be treated as a line of duty event.

TA to by city (Dave Denny) MD TA to by Union (Bush Swisher) BS Date TA to: 6-21 /2013

## Article 4743 - CIVIL LEAVE

### Section 1

The Employer shall grant an employee leave with full pay for any absence necessary for serving on jury duty or attending court proceedings as a witness on City related business under subpoena by the City or third party.

Comment [O90]: Agreed 2/7/13

### Section 2

Employees after having been released or having finished any part of the above activities must report back to duty immediately thereafter.

### Section 3 – Jury Duty or Witness under Subpoena involving the City.

The City shall make up the difference between a regular full-time employee's pay for his normal schedule provided the employee:

- (a) Advises his Operation Division Chief no later than (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- (b) Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled work day or shift unless he gets permission from his Division Chief not to return.
- (c) Provides the City with a copy of the check or other acceptable evidence of the amount of pay received from the Court.

### Section 4

Employees who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released.

### Section 5- Voting

Employees who work on a scheduled national, state or local election day shall be given time off without loss of pay, sick time, or vacation time. The time shall be a maximum of two hours which will be coordinated with their Operation Division Chiefs provided they make arrangements in advance.

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## Article ~~4344~~ - COMPASSIONATE LEAVE

Comment [BS91]: Article agreed to on 5/10/13

### Section 1

An employee shall be allowed ~~seven (7)~~ five (5) calendar days off with pay for the scheduled shifts that occur within the ~~seven (7)~~ five (5) calendar days of the occurrence of one of the following events.

Comment [O92]: Agreed but dependent on wage, pension and etc. 2/7/13

a) A death in the immediate family. For the purpose of this Article, immediate family shall include the following:

1. The employee's spouse.
2. The child, parent, (including foster parent, stepmother, or stepfather), sister, brother, step-brother, step-sister, grandparent, and grandchild, of either the employee or the employee's spouse.
3. It will be up to the City Manager's discretion, based upon recommendation of the Fire Chief, whether an employee's significant other shall be considered under section (a)(1) and (a)(2) of this article.

(b) The birth or adoption of a child of the employee

### Section 2

A member may use sick leave beyond compassionate leave without any consequence or responsibilities up to another seven (7) calendar-sick days.

Comment [JJV93]: Will agree to article if this change is made 4/22/13

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## Article 4945 - EDUCATIONAL ASSISTANCE PROGRAM

### Section 1 – Education Leave

The Fire Chief, or his designee, (e.g. The Operation Division Chief) have the authority to permit employees to take leave in accordance with vacation Article article (vacation article #) for educational purposes. Leave granted under this Article is compensable time to the employee.

Comment [094]: Clean up of old language agreed first article and meeting.

The Employer reserves the right to allow or require employee(s) to attend training conferences, seminars, briefing sessions, or other functions of a similar nature that the Chief determines will improve, maintain, or upgrade the individual's fire or EMS related certifications, skills and professional ability.

### Section 2 – Educational Reimbursement

The City will reimburse each bargaining unit member up to a maximum of \$2,500.00 per year, as funds are available, for college credit or vocational classes and/or books for classes taken and completed with a certificate of completion or grade of "C" or better. The employee will be responsible for providing proper documentation of grades and receipts paid.

### Section 3

Any improvements to City Educational Assistance Program will also be offered to Union Members.

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## Article ~~50~~46 - PARENTAL LEAVE

### Section 1

Pursuant to this collective bargaining agreement, in the event of pregnancy, the City will provide bargaining unit members up to 26 weeks of leave in addition to that provided by FMLA.

### Section 2

Any bargaining unit employee who becomes pregnant shall notify the Fire Chief, or his designee, immediately upon confirmation of such pregnancy.

During the employee's pregnancy, she will be permitted to remain working in her current capacity unless she provides the Department, after each Doctor's visit, with certification from a doctor licensed to practice medicine in the State of Florida stating that he/she believes that the employee's continued employment during pregnancy will jeopardize the health or well-being of the employee, unborn baby, or health and safety of co-workers; provided, the Fire Chief may require such certification if the Chief has reasonable cause to believe the health, safety or well-being of the employee, unborn baby or co-workers will be jeopardized by her continuing to work, or she is not performing the essential functions of her job with or without reasonable accommodation but without undue hardship to the Department. The Fire Chief, will at that time, provide, such an employee with light duty or other responsibilities, preferably within the Fire Department or if unavailable, within the City. This will be done based on medical certification provided by the employee's physician.

Any employee assigned to such work shall continue to receive all compensation and fringe benefits, including but not limited to accumulation of sick and vacation leave and seniority attached to the employee's normally assigned position. If the employee cannot continue to work, the employee shall be permitted to take unused sick leave and/or vacation leave, apply for disability leave of absence or otherwise take an unpaid leave of absence pending delivery of the baby. After delivery of the baby, or at the point her doctor recommends it, the female employee may take a leave of absence consistent with those permitted for all other types of disabilities permitted by the employer, until such time as the employee's doctor verifies that the employee is able to return to work. If after being medically cleared to return to full duty work, the employee wishes to take additional leave, the employee will be permitted to use the balance of the 38 weeks of total leave not already used.

~~Any male employee who requests leave as a result of a spouse's pregnancy, complications related to the spouse's pregnancy, or the birth of a child, shall be permitted to take unused sick leave and/or vacation time or otherwise take an unpaid leave of absence, consistent to that allowed for female employees.~~

### Section 3

The City will maintain any pre-existing health coverage during the leave period and, once the leave is concluded, will reinstate the employee to the same or an equivalent job. The employee

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will be responsible for payment of any dependent health coverage premiums and voluntary payroll deductions during the leave.

Nothing in this Article shall be construed to waive any right or benefit an employee may have under existing law.

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## Article 5147 - PERSONNEL FILES

### Section 1- Review by Unit Members

Members of the bargaining unit have the right to review and/or copy official personnel files, and any other public records pertaining to the member of the bargaining unit. The Employer may charge the bargaining unit member for copies of any material provided pursuant to this Article. The cost for copies shall be the same as that which the Employer charges non-employees for copies of public records.

### Section 2- Review by Union Officials

Union officials have the right to inspect and/or copy all non-confidential public records, as defined in Chapter 119, Florida Statutes. The Employer may charge the Union for copies of any material provided pursuant to this Article. The cost for copies shall be the same as that which the Employer charges non-employees for copies of public records.

### Section 3- Inclusion Upon Request

Upon request of the employee, the Employer will include the following in the employee's personnel file: copies of certificates and records of achievement related to the employee's employment, and rebuttal of derogatory material.

### Section 4- Disclosure

The Employer will provide the Union with information related to the employment status of bargaining unit employees within a fourteen (14) working day period after receipt of written request for such information from the Union. Provided, that nothing in this Section shall be construed to require the Employer to disclose information that is required or allowed by law to be kept confidential.

### Section 5 – Disciplinary Records

The employer will not regard any oral or written reprimand for an infraction as a prior offense if the occurrence was more than one year to the date of the current infraction for escalating disciplinary actions.

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## | Article 5248 – RECERTIFICATION

### Section 1- General

The City will provide a bi-annual EMT and paramedic re-certification class to permit employees who are EMT/paramedic certified to attend while on duty. If an employee, for any reason, does not attend the City-provided course, re-certification for EMT or paramedic will be at their own expense. Certifications such as CPR, ACLS or PEPP/PALS may be repeated annually as required to ensure availability of the class. Maintenance of any other certifications, with the exception of the EMT certification and those required as a condition of an employee keeping their current position, will be at the employee's expense. The employer shall facilitate the re-certification of all paramedics and EMT's; however the ultimate responsibility for re-certification rests with the certificate holder.

### Section 2- Sickness

If an employee is subject to an extended personal illness or injury prior to dates set for re-certifications in Section 1 the employer will pay and arrange for or conduct a similar recertification class.

Due to the nature of the article, a doctor's note will be required for either the family member or the employee who is sick on the day of the scheduled class.

TA to by city (Dave Denny) AD TA to by Union (Bush Swisher) BS Date TA to: 6/21 /2013

## Article 5349 – LONGEVITY

### Section 1 – Gift

On each bargaining unit member's tenth (10th) Fire Department seniority anniversary date, a leather helmet of the same quality of all other previous years will be presented to the member. This helmet will be considered to be a gift from the City and Fire Department for his service. The employee will keep the helmet even after the employee or employer terminates his employment.

### Section 2

Employees in the bargaining unit shall receive compensation for length of service with the city in accordance with the following schedule.

1. Five (.05) cents per hour per year of service with the Deltona Fire Department for all members holding the rank of firefighter.
2. Ten (.10) cents per hour per year of service with the Deltona Fire Department for all members holding the ranks of Engineer, Lieutenant, and Operations Division Chief.

TA to by city (Dave Denny) 100 TA to by Union (Bush Swisher) § Date TA to: 1/21 /2013

## Article ~~5450~~ HOLIDAY ARTICLE

### Section 1 – Observed Holidays

- New Year's Day, January 1
- Martin Luther King Day, 3rd Monday in January
- Good Friday
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, first Monday in September
- Veterans' Day, November 11
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve, December 24
- Christmas Day, December 25

Any time the City Commission may by motion designate other days as special holidays on a one-time basis.

### Section 2 – Holiday Pay

If a holiday falls on an employee's off duty day, he shall receive 11.2 hours of holiday pay at his regular straight time rate of pay, or have a shift (24 hours) added to "holiday time" at the employee's discretion. Such "holiday time" if paid at separation of employment shall be equal to 11.2 hours of pay for each 24 hours of "holiday time" accrued. "Holiday time" accruals shall not exceed 180 hours. Should an employee exceed this limit they will automatically receive 11.2 hours of pay and shall not have the discretion to add time until the accrual limit has dropped.

### Section 3 - On Duty Holiday Pay

If an employee is required to work one of the designated holidays, he shall receive payment at his regular rate of pay for all hours worked in addition to holiday pay as stated above in Section 2.

For purposes of bargaining unit employees, the holiday will be designated at the start of the respective shift until the conclusion of that shift. Example; New Year's Day shall be paid from 0730 hours on January 1<sup>st</sup> until 0730 hours on January 2<sup>nd</sup> with the exception of the Division Chief who begins and ends shift at 0700 hours.

TA to by city (Dave Denny) LD TA to by Union (Bush Swisher) BS Date TA to: 6/21/2013

Article ~~55~~5351 - COMPLETE AGREEMENT

Section 1

It is understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth herein, and that this document correctly sets forth the effect of all preliminary negotiations, understandings and agreements and supersedes any previous agreements and past practices, whether written or verbal.

Section 2

This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties, or as provided for in Section 447.403, Florida Statutes.

TA to by city (Dave Denny) DD TA to by Union (Bush Swisher) BS Date TA to: 6/28/2013

## Article ~~565352~~ – DURATION

### Section 1

This Agreement shall be effective October 1, ~~2006~~ **2012** and shall remain in full force through September 30, ~~2009~~ **2015**.

### Section 2

Either party may request to negotiate a successor agreement by submitting a written request to negotiate to the other party prior to the expiration of this Agreement. The Employer and the Union shall begin negotiations for a successor agreement within thirty (30) days of the request to negotiate, unless the parties mutually agree to postpone such negotiations.

### Section 3

~~Upon expiration of this Agreement and in the absence of a completed agreement, this Agreement shall remain in full force and effect and automatically renew from year to year until a new agreement is negotiated by both parties.~~

Comment [O95]: Current language city left out of proposal without comment 4/22/13

### Section 4

~~Should CBA negotiations not be finalized by the expiration date of the contract then in effect, benefits successfully renegotiated will be made retroactive to the effective date of the new CBA.~~

Comment [O96]: Same as above

Comment [BS97]: Resolved on 5/10/13

Comment [BS98]: Was taken out in 2011 and imposed by the city.

### Section 5

~~The city and the union agree to form a wage salary survey committee and to have a survey completed by September 30, 2015.~~

Comment [BS99]: Agreed to on 5/28/13

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## CONTRACT AND WORKING AGREEMENT

This Contract and Working Agreement has been made between the City of Deltona and the Deltona Professional Fire Fighters, I.A.F.F. Local 2913, effective October 1, 2012.

Signed at Deltona, Florida

For the Union:

\_\_\_\_\_  
John Vicaro, Union President

For the City:

\_\_\_\_\_  
Dave Denny, City Manager

TA to by city (Dave Denny) LD TA to by Union (Bush Swisher) BS Date TA to: 6/21/2013

## GLOSSARY

Annualized Compensation – annual compensation including FLSA required overtime pay

Base Hourly Rate – basic hourly rate of pay, not including incentives or overtime

Base Yearly Rate – Annual salary (hourly rate x 2912) minus FLSA and any other overtime or incentives

CBA – Collective Bargaining Agreement

EKG - Electrocardiogram

Employee – ~~non probationary~~, regular full-time employee

Comment [O100]: Agreed 4/22/13

EMS - Emergency Medical Services

EMT - Emergency Medical Technician (Florida)

PERC - Public Employees Relations Commission

Comment [BS101]: New language 5/13/13

## APPENDIX

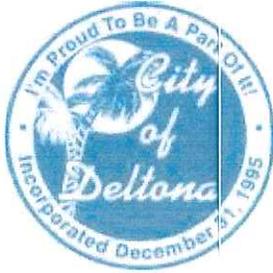
Appendix A - ~~Firefighter's Bill of Rights~~ Retroactive pay and new rates for October 1, 2012

Appendix B - ~~City of Deltona Drug Free Workplace and Alcohol Abuse Program~~ October 1, 2013 pay increases

Appendix C - ~~Step Pay Worksheet for placing current employees into steps, effective October 1, 2006 and Step Plan effective October 2006~~ October 1, 2014 pay increases

Appendix D - ~~Step Pay plan effective October 2007~~ October 1, 2012 list of employees and incentives received as stated in this contract.

Appendix E - ~~Step Pay plan effective October 2008~~



## AGENDA MEMO

**TO:** Mayor & City Commission **AGENDA DATE:** 7/22/2013  
**FROM:** William D. Denny, Acting City Manager **AGENDA ITEM:** 4 - B  
**SUBJECT:** Discussion of Refunding of the 2003 Bond Issue and Swaption Termination Agreement.

<b>LOCATION:</b>	Deltona Water Utility
<b>BACKGROUND:</b>	The City's Financial Advisor, Mark Galvin, Senior Vice President of FirstSouthwest, will give a presentation of the current status of the refunding of the Utility System Revenue Bonds, Series 2003 and the termination of the Swaption Agreement. The presentation will be followed by a Question & Answer session.
<b>ORIGINATING DEPARTMENT:</b>	Finance
<b>SOURCE OF FUNDS:</b>	Deltona Water Utility
<b>COST:</b>	TBD
<b>REVIEWED BY:</b>	Finance Director, Acting City Manager
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	N/A - Presentation Only.
<b>POTENTIAL MOTION:</b>	N/A - Presentation Only.
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, Acting City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• Financial Plan Presentation</li></ul>



Contact

Mark P. Galvin

Senior Vice President

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Mark.Galvin@firstsw.com



Workshop Presentation  
Utility System Revenue Debt Overview

July 22, 2013

**CITY OF DELTONA, FLORIDA**

# Utility System Revenue Bonds, Series 2003

Original Issue Amount: \$81,725,000

Currently Outstanding: \$ 71,880,000

Interest Rates: 3.75% to 5.25%

Final Maturity: October 1, 2033

Underlying Bond Credit Ratings: A1 / A / A+ (Moody's / S&P / Fitch)

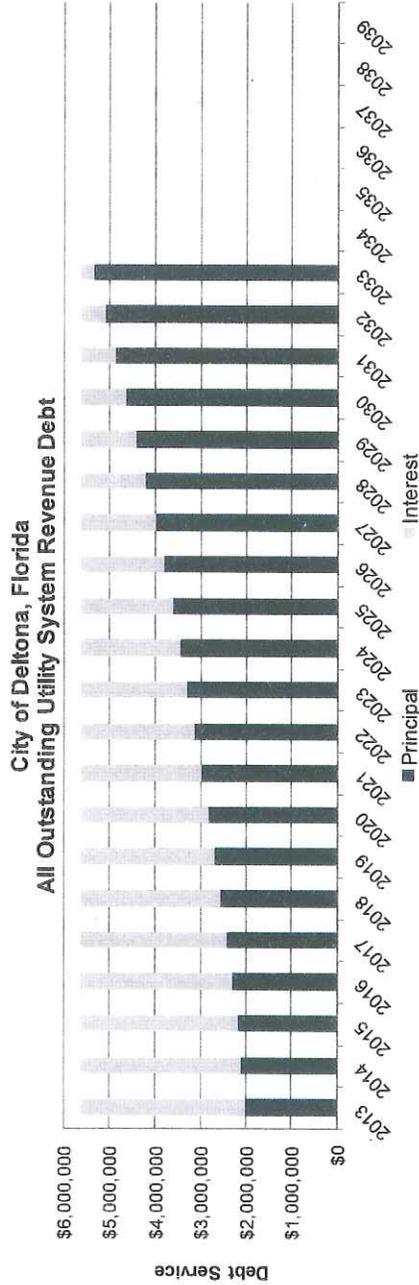
Credit Enhancement / Bond Insurer: MBIA / National Public Financial

Call Provisions: 10/1/2013 @ 100%

Max. Annual Debt Service (MADS): \$5,618,137

Pledged Funds: Net Revenues of the Utility System plus Sewer and Water Connection Fees

Debt Service Reserve (DSR): Originally funded through the purchase of a DSR Surety Policy from MBIA later funded with cash after MBIA downgrade (\$5,618,137)



## Interest Rate Swaption - Review

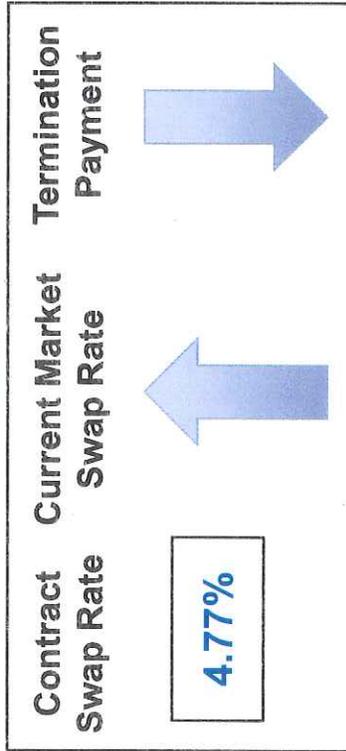
- The City Commission, on August 15, 2006, entered into an interest rate swap option or “Swaption” with Citibank, N.A. (“Citibank” or the “Swap Provider”) relating to the City’s Utility System Revenue Bonds, Series 2003 (the “Series 2003 Bonds”). The purpose of this derivative transaction was to synthetically realize savings from a future refunding of the Series 2003 Bonds.
- Under the terms of the Agreement, the City sold a one time option to Citibank that gives them the option to put the City into a fixed payer swap on October 1, 2013. Under the fixed payor swap, the City will receive 61.5% of 30 day LIBOR plus 32 basis points and will pay a rate of 4.77% to the Swap Provider. The swap would then expire on October 1, 2033 (the final maturity of the Series 2003 Refunding Bonds). The variable rate received under the swap would be utilized to hedge variable rate bonds that would be issued to refund the Series 2003 Bonds.
- Citibank paid the City an upfront fee of \$3,206,837 for this one time swap option.
- If interest rates at the option date (10/1/13) are sufficiently low enough to merit Citibank exercising their option, Citibank will then will pay the City an additional \$781,000 to be used to offset the issuance costs associated with the variable rate refunding bonds. If interest rate are not low enough to exercise the option the Swaption will expire.
- Mid Market Termination Payment as of July 9, 2013 was \$16,514,608\*

\*Termination payment is a function of market conditions & excludes unwinding costs; preliminary subject to change.

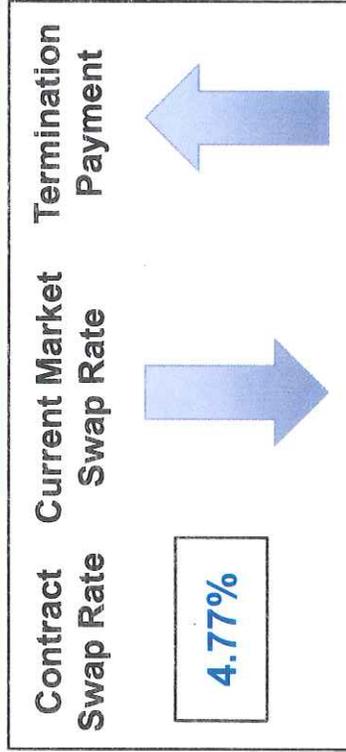
## Impact of Interest Rates on Termination Payment

- Termination Payment amount is based on market conditions at the time of termination
- Termination Payment will increase or decrease depending on a change in prevailing swap rates which historically track the U.S. Treasury Securities rates
- Mid-Market Termination Payment as of October 19, 2012: \$21,129,517<sup>1</sup>
- Mid-Market Termination Payment as of July 9, 2013: \$16,514,608<sup>1</sup>

### If Swap Rates Increase



### If Swap Rates Decrease



<sup>1</sup>As of end-of-day 10/19/2012 & 7/9/2013. Does not represent what actual termination would be as of that date. Excludes Unwinding Costs. Value will change based upon market conditions.

## Interest Rate Swaption - Alternatives

- The Swaption will be exercised on October 1, 2013
- On October 22, 2012 we discussed three Options:
  - Option 1 – Terminate the Swaption and use existing cash reserves to pay the Termination Payment
    - City doesn't have sufficient Cash Reserves
  - Option 2 - Swaption is exercised and Series 2003 Bonds are refunded with variable rate debt.
    - City accepts the risks associated with variable rate debt with a Swap.
    - Under current structure of the Swaption the annual debt service compared to the Series 2003 Bonds increases.
  - Option 3 - Terminate the Swaption and incorporate the termination payment into a fixed rate refunding of the Series 2003 bonds
    - Use the Series 2003 Debt Service Reserve to offset the Termination Payment
    - In order to reduce pressure on water and sewer rates annual debt service would be kept at Series 2003 (\$5.6 million) levels by increasing the final maturity date.

## The Financing Plan

- **The Financing (Option 3):**
  - City did not want the risks associated with a variable rate bond issue with a interest rate swap
  - Did not want to further increase annual debt service putting additional pressure on water and sewer rates
  - Wanted the flexibility to take advantage of future refinancing opportunities for debt service savings

## The Financing Plan

### Steps Completed So Far:

- Water and Sewer Rate Study was completed and the new utility rate structure has been adopted based on the Fixed Rate Financing Proposal (Option 3)
- Selection of Financing Team through a RFP process
  - Bond Counsel ( Akerman Senterfitt)
  - Disclosure Counsel (Greenberg Traurig)
  - Underwriting Team
    - Raymond James & Associates (Senior Manager)
    - J P Morgan,
    - Bank of America/Merrill Lynch
    - RBC Capital Markets
- Consulting Engineers Report (Quenton L. Hampton Associates) and a Feasibility Report (Burton & Associates) are almost complete and will be included in the Preliminary Official Statement
- In the process of finalizing the SRF Loan for the Wastewater Treatment Plant
- FitchRatings has affirmed the existing Series 2003 Bonds A+ Underlying Rating
- In continuous negotiations with Swap Provider (Citibank) to unwind the Swaption

## The Financing Plan

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- **Remaining Steps**
  - Secure Ratings on the Series 2013 Bonds
  - Negotiate Final Termination Payment
  - Get Final Approval from the City Commission at the August 19, 2013 Meeting
  - Sell the Bonds and Terminate the Swaption in Late August / Early September
  - Close the Series 2013 Bonds - Early to Mid September

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Questions & Comments?

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