

# Contract Between The City of Deltona And I.A.F.F Local 2913

October 1, 2025, to September 30, 2026

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## **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-5th amendment applies to interrogations of Public Employees and FS 447.209.

It is the intent of the parties to this Agreement that all reasonable efforts will be made to resolve differences of opinion through consultation and negotiation before escalation to the grievance process.



## **Article 2 - DOCUMENTATION**

### **Section 1**

The City agrees to provide a copy (electronic format) of each of the following documents to the Union President, Fire Chief, Finance, Legal and Human Resources without a charge;

- A. Final signed contract copy
  - a. in Microsoft Word format on a USB drive.
- B. Final budget, budget changes and amendments for the Department.
- C. Year-end financial statement for the City and the Department.
- D. Current City policy manual and any amendments.
- E. Rules and Regulations (POLICY, or other like names)
- F. Memo's (only valid for 1 year) after initial issue
- G. MOU's (only valid for said date on the agreement)
- H. Grievance/Arbitration results for contract term
- I. Seniority list as specified in contract

### **Section 2 - Formal Correspondence Procedure**

- A. Any time there is a formal correspondence between the Union and Administration (both FD and/or City) it shall be delivered in writing to one of the people listed below:

Union - President, Vice-President or Secretary

Administration - Fire Chief or Deputy Chief

- B. Documents shall be dated; time stamped and include signatures of both the receiving & presenting parties of which then a copy shall be made for presenting parties records.
  - a. As an option to the above: A formal correspondence may be sent via City of Deltona e-mail system labeled Union/City Business. The receiving party shall reply upon opening the e-mail of its delivery to them. This is not to be mistaken for any type of answer to the e-mail but just that the receiving party did in fact receive it. This shall be acknowledgement of receipt.

## **Article 3 - RECOGNITION**

### **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**

- A. This Agreement covers work performed or provided by the City directly related to fire protection, emergency medical service, and related other fire services. These shall be mostly within the City's boundaries but may at times be outside its borders and shall include but may not be limited to: 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.
- B. Both the city and the union agree the future of the fire service is constantly evolving. Both parties therefore, agree that national trends and innovative programs should be applied to our city when shown to be beneficial to our residents, as approved in upcoming budgets.

### **Section 3 - 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.

#### **Article 4 - DUES CHECK-OFF**

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.

## **Article 5 - NEPOTISM**

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

For the purpose of this Article, and pursuant to section 112.3135 Florida Statutes, "Relative" means, with respect to a fire department employee, an individual who is related to the employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister

Employment of relatives will not be permitted in any situation where the Human Resources Department of the City, in consultation with the Fire Chief, determines a conflict of interest exists. It shall be the employee's responsibility and duty to notify and/or discuss any possible nepotism issue that might arise. The Human Resources Department will provide an open door to any possibly affected employee to discuss their particular situation where 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 involved in potential disciplinary actions involving another, or one employee being in the possession of confidential information about another employee. Employment relationships that create an unacceptable appearance of favoritism because of the relationship will be avoided.

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

Any exception to policy must be discussed and approved by Human Resource Director and Fire Chief.

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 the relationship.

## **Article 6 - 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.

### **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 39 (vacation article), and must be approved by the Union President or Vice- President of Local 2913. The approving authority shall contact the Division Chief and the name written on the notes section of the leave in the staffing program.
- C. The Union pool time deductions will be made only from members employed over twelve (12) months.
- D. Business that is mutually beneficial to both parties and requires a union member to be off shall be granted additional vacation slots when necessary. If business is justified then the slot(s) shall be approved by the Fire Chief and the Union President and placed in staffing program under Union Business leave.

\* Exception: 48 hours per year, shall be granted without the need of the Fire Chief's approval.

### **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.

#### Section 4 - Bulletin Board

- A. 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.
- B. All materials placed upon the bulletin board by the Union will be dated and signed by an Executive Board member.
- C. 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.
- D. If approved by Union President and Fire Chief the cities electronic system for information can be shared instead of a regular board.

## **Article 7 - MANAGEMENT RIGHTS**

### **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 workforce. 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 workforces;
- 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;
- 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 workforce, 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*



*Jaw 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.

## **Article 8 - FIREFIGHTERS' RIGHTS**

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.

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

## **Article 9 - POLICIES OF THE FIRE DEPARTMENT**

### **Section 1**

Employees shall comply with all applicable policies of the Employer and amendments thereto, which are currently in effect unless in conflict with an express or specific provision of this agreement and no exigent circumstance exist. 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 - Cities Policies**

- A. Except in exigent circumstances as defined by law, Human Resources will provide the Union President or Vice-President with a copy of all additions, reasonable clarifications, and modifications of the City of Deltona policies at least twenty (20) calendar days before implementing the new rule or regulation.

It is understood that the current city policies are adopted except those that have direct conflict with this agreement in which case this agreement prevails.

- B. City policy applies to members when not covered by this agreement or department policy.

### **Section 3 - Fire Department Policies**

- A. The Fire Department Policies shall be broken down into two main categories: (May be broken into sub-categories under main categories)
  - a. Administrative Category (Policy)
    - i. Will be required to approve through policy committee and City Manager approval before implementation
  - b. Operational Category (Guideline)
    - i. May be implemented without approval of policy committee but should be used for ideas, grammar, and structure.
- B. Fire Department Policy Committee
  - a. Deputy Chief will serve as chair with up to 5 or 6 committee members.
  - b. Intent- ensure administrative policies meet the standards of the law and help promote a safe and fair environment for all employees before being implemented.
  - c. Final approval of administrative category falls with both the Union President and the Fire Chief.

- i. If agreement cannot be established after two attempts of committee, Fire Chief has right to enact policy and union has right to enact grievance procedure if they decide.
- d. All new policies or any updated policies other than grammar or structure shall be posted on email to all members six (6) calendar days prior to being placed into service. If a member has any question about the new policy it should be directed through the chain of command.

## **Article 10 - 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 E, with the following modifications:

- A. 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.
- B. Should a member be tested for alcohol during work hours and found to have a blood alcohol level of .02% or above, the member will be subject to progressive disciplinary action, which may include termination of employment.
- C. 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 City Manager.
- D. 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.
- E. Members will report the names of prescribed drugs being consumed to the "Privacy Officer\*" in accordance with the City's Drug & Alcohol Policy stated in Appendix D. The Privacy Officer shall maintain a record of these prescribed drugs for medical profile information purposes.

Privacy officer\* - within the office of Human Resources and work in conjunction with any fire department privacy officer assigned by the Fire Chief.

## **Article 11 - CIVIL EMERGENCY CONDITIONS**

### **Section 1**

If the City Manager or Governor determines that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or other civil 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 or Governor 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.

- A. If time allows and the event is foreseen the employee should make all necessary preparations and be available to work if required.
- B. All members should be aware that in a "Real" event with catastrophic damage they may not be released for a few days/hours to handle personal matters.

## Article 12 - CONTRACTING OUT/FIREFIGHTER TRAINEE EMPLOYEE

- A. The Employer shall not contract out any bargaining unit work for the purpose of displacing a regular full-time bargaining unit member.
- B. The department from time to time may hire a current certified Florida Paramedic to work while attending (or waiting to attend) a local Minimum Fire Standards course with the goal of becoming a certified Florida Firefighter at completion of school. This agreement mandates the following requirements:
  - a. Current certified Florida Paramedic
  - b. A three-year tour of duty with Deltona Fire Department or prorated amount of money will be reimbursed to the budget.
  - c. Be placed on Other-On-Duty time when attending school on scheduled duty hours
  - d. Will not be paid when at school on non-work scheduled days
  - e. FF Trainee will receive \$~~14.00~~ 16.38/hr. base pay rate until cleared as an FF/PM plus qualified incentives.
    - i. Once firefighter trainee is cleared as a working Volusia County Paramedic within Deltona policy then they shall receive Paramedic incentive.
    - ii. Once fully qualified as a firefighter, base pay will move to the current starting FF/EMT pay
  - f. New employee probationary period will be extended to the period of time trainee spends in school to become certified.
  - g. Be enrolled within 6 months for Fire Standards and obtain a Firefighter State Certification within 12 months or be released from employment; provided, however, that these time limits may be extended one time for an additional 6 months at the discretion of the Fire Chief.
  - h. Firefighter trainee employees will not be utilized to satisfy minimum staffing requirements. Firefighter trainee employees shall be permitted to serve as the second Paramedic, and as the sole Paramedic on an ALS Transport Unit once they have been cleared, when necessary to avoid overtime. Firefighter Trainee employees will not be utilized as the sole Paramedic during times when they are enrolled in minimum standards Fire Training, but may be used as the second medic.

## **Article 13 - RESERVED**



## **Article 14 - 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 with supporting documentation of attempts to correct unwanted actions or behavior and that he cannot satisfy the minimum requirements of his new position.

## Article 15 - HOURS

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

Commencing no earlier than January 2026, the basic work period for bargaining unit employees will consist of a ~~twenty-one (21) day cycle~~ fourteen (14) 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. Any hours worked over the employee's normal work schedule shall be paid at the employee's overtime rate (voluntary, mandatory, and holdover).

Until such a time as the 14-day cycle has been implemented by management and the bargaining unit employees have been provided with their new shifts, all bargaining unit employees will remain in the 21-day cycle.

### 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 [29 U.S.C. 207 (k)]. When working such a schedule, their pay would be computed to yield their normal annualized yearly amount.

## Article 16 - OVERTIME/CALLBACK

### Section 1

- A. The employer shall compensate employees for overtime in accordance with the requirements of the Fair Labor Standards Act.
- B. As of the date of this Agreement, 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.

Commencing no earlier than January 2026, the employer will establish a 14-day work period pursuant to the provisions of 29 U.S.C 207 (K) and CFR 553.230. Once the employer has established a 14-day work period for employees covered in this agreement, It is agreed and understood that the City shall continue to pay overtime compensation in accordance with the requirements of the Fair Labor Standards Act and with the provisions described herein. Employees will earn overtime compensation for all hours worked in excess of 106 hours in a 14-day work period.

Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due an employee only the hours actually worked shall be counted. Such extra compensation shall be creditable toward overtime payable under the FLSA Act. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement. Non-productive hours over the 12 hours referenced in Article 40 Section 1 will count as hours worked, other non-productive hours will not count toward hours worked.

- 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.~~

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.

- D. The 14-day cycle will not occur before January 2026. All bargaining unit employees will remain in the 21-day cycle until the 14-day cycle has been implemented.

## Section 2

- A. Only bargaining unit members shall be utilized for overtime.
- B. Periods of short durations of time\*\* may be voluntarily filled by qualified “Administrative positions\*” who are pre-approved by the Fire Chief and Union President if they are available during normal work hours in order to allow for positions to attend training, appointments or fill short durations of time\*\* for miscellaneous events.
- C. Periods not during normal administrative work hours can be offered to qualified “Administrative Positions\*” who are pre-approved by the Fire Chief and Union President in order to allow for positions to attend training, appointments, or fill short durations of time\*\* for miscellaneous events. If they voluntarily are available to fill the position(s) then their time shall be banked and used within a one-year time frame.
- D. When a bargaining unit member is called in on a “call-out” basis ~~for overtime and has arrived for work~~ he/she is guaranteed a minimum of two hours of pay. ~~work at overtime pay.~~
- E. When a bargaining unit member is held over from an existing shift, he/she will be paid for the time actually held over.
- F. Event pay (City Event, Special Duty Pay, and Outside Employment) shall not count toward ~~as~~ normal overtime hours.

City Event pay shall be provided to members at their overtime rate of pay, for a minimum (2) hours of pay for each event. Training shall include items such as: CPR, ALS, ITLS, ACLS, instructors for internal classes, fire training, special operations training, and etc. This pay will be in lieu of overtime pay for the same event. Exception: Special events pay shall not be used to staff any Fire Department vehicle.

Special Duty Pay shall be provided to members at their overtime rate of pay, for a minimum (2) hours of pay for each event. Events shall include items such as: Spooktacular, Open House, Parades, July 4th, funerals, National night out, sporting events and etc.

Outside Employment Pay shall be provided to members at their overtime rate of pay, for a minimum (2) hours of pay for each event. Events shall include functions like attending the football games, the organization pays for fire and EMT services.

\*Qualified Administrative Position: an employee who completes an agreed-to clearance packet by Fire Chief and Union President.

\*\*Short durations of time: 8 hours or less. Section 3

All overtime will be tracked per the applicable agreed upon SOP and automated staffing program.

#### Section 4

Mandatory overtime will be assigned and directed by the policy agreed to.

- A. Personnel who are mandated shall be able to arrange for someone else to cover any portion of their MOT slot and the working employees' time will be considered voluntary overtime hours.

#### Section 5

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 6

- A. All employees regardless of probationary status are subject to mandatory overtime.
- B. Special events held by the City or on City property requiring public safety services that our department can deliver shall not be contracted out by the City to any outside service provider.
- C. All mandatory overtime hours shall be counted as productive for purposes of overtime calculation under FLSA.

## Article 17 - WAGES

### Section 1

~~A. Effective October 1, 2023 each bargaining unit member shall receive a 3% pay increase as defined in Section 2 of this article. Effective April 1, 2024 each bargaining unit member shall receive a 2% pay increase as defined in section 2.~~

~~B. Effective October 1, 2024 each bargaining unit member shall receive a 3% base pay increase as defined in Section 2 of this article. Effective April 1, 2025 each bargaining unit member shall receive a 2% pay increase as defined in section 2.~~

A. Each bargaining unit member will receive a 10% raise added to their base (B) rate or Bx10%. Effective date of October 1 annually is defined as the first full pay roll during the month to reflect the new fiscal year.

### Section 2

~~A. Base hourly rate plus longevity = (B+L) x % = increase.~~

### Section 3

Effective October 1, ~~2023~~ 2025, the starting firefighter base pay shall be ~~\$15.30~~ \$17.16 per hour.  
~~October 1, 2024, the starting salary shall increase to \$15.60 per hour.~~

~~Any bargaining unit member working for the City whose hourly rate is less than \$15.30 per hour shall have their hourly rates increased to \$15.30 per hour effective retroactively to September 30, 2023 and to \$15.60 effective October 1, 2024. For bargaining unit members who are still in their probationary period as of the ratification of this agreement, upon completion of their probationary period thereafter during the life of this Agreement, the employee will receive a half of the prior year increase in base pay, effective upon the first full pay period following completion of the probationary period.~~

### Section 4

Effective upon termination of this Agreement on September 30, ~~2025~~ 2026, Article 17, Wages, ends; however, longevity and a 2% wage increase shall apply each October until a successor Agreement is ratified. The wage increase shall not apply in any year that city wide pay increases are not granted.

## Article 18 - INCENTIVE PAY

## Section 1

- A. The employer shall pay \$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.

A maximum of four (4) \*duties per employee will be assigned by the Employer.

\*Exception: Neither special ops incentive or the state certified hazmat technician incentive shall not count towards the maximum of 4. If an employee has both their special ops certification and is a state certified hazmat technician, it is possible for that employee to receive a total of 6 incentives.

- B. Incentives beginning October, 1 2023 (\$0.21 per hour)
- a. Special Operations Team member (Members approved on a yearly basis by the Fire Chief) \*
  - b. Emergency Medical Technicians that have taken and passed a Deltona IV course.
  - c. Honor Guard Team members
  - d. Certified Car Seat Technicians
  - e. Certified MSA Technicians
  - f. Fire Instructor
  - g. Bike Team Member
  - h. Bilingual Member
  - i. Peer Fitness Advisors/Trainers
  - j. Fire Officer 1 or Inspector Certificate
  - k. Working out of class
  - l. State Certified Hazmat Technician
- C. These incentives shall have a POLICY that is mutually agreed upon by the parties and shall be utilized to set performance levels that must be met in order to qualify on a yearly basis. If the levels are not met in accordance with the POLICY, then the incentive shall be ceased and annual incentive adjusted accordingly. After meeting POLICY standards and upon approval of the Fire Chief or their designee, the incentive may be restored to the Member.



## Section 2

~~Special event pay for such events and training shall be provided to members at a rate of \$32.00 per/hr. for a minimum (2) hours of pay for each event. Events shall include items such as: Spooktacular, Open House, Parades, July 4th, funerals, National night out, sporting events and etc. Training shall include items such as: CPR, ALS, ITLS, ACLS, instructors for internal classes, fire training, special operations training and etc. This pay will be in lieu of overtime pay for the same event. Exception: Special events pay shall not be used to staff any Fire Department vehicle. Doesn't apply if used in a special event.~~

## Section 3

Florida Certified Paramedics must pass the "Volusia County Protocol Test" and complete the approved clearing process per POLICY 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 \$3.06 per hour on October 1, 2023. The~~ Paramedic Incentive will increase to ~~\$3.43 on October 1, 2024. \$3.77 on October 1, 2025.~~

- A. Paramedic Incentive pay 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. Once cleared by Volusia County Protocol Test and entered into the Deltona clearing process, then employee can be paid the current paramedic incentive rate. ~~the minimum required clearing hours shall be retroactively paid by ½ the incentive amount to the employee.~~
- C. Failure to maintain a certification will automatically result in loss of specialty starting on the next full pay period.
- D. Loss of ability to function as a Paramedic in Volusia County due to a ~~state determined~~ disciplinary action\* 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.
  - a. The incentive shall cease the next full pay cycle after the state complaint becomes formal.
  - b. The incentive shall begin again the next full pay cycle after the ability to function as

- a Paramedic is restored.
- c. If there is an appeal process performed and the member wins the case then they shall be reimbursed for any loss of incentive pay.

Bargaining unit members who obtain status as a Florida State Certified Paramedic, whose paramedic education was paid for by the city, must maintain this certification, except for extenuating circumstances such as state or county suspension of certification, throughout the remainder of their employment in a bargaining unit position. If they fail to maintain the certification of Paramedic then they shall reimburse the city for any educational funds given to them for the course. The reimbursement must be mutually agreeable and in a fiscally responsible manner that does not put the employee in a financial hardship.

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

#### Section 4

Rescue Seat Pay. Incentive - The "Rescue Seat" incentive shall be \$3.00 per hour for bargaining unit Paramedics assigned to the transport unit and \$2.00 per hour for bargaining unit EMTs. This additional incentive shall be pensionable.

#### Section 5

Paramedic FTOs will receive an additional \$1.00 per hour while supervising Paramedic trainees in the Deltona Paramedic clearing process.

## **Article 19 - EXTREME WEATHER/REHAB**

### **Section 1**

- A. When training bargaining members in activities or evolutions that are normally conducted outdoors and it is predicted that the heat index will exceed 105 degrees F the employer shall consider finding or providing an area that will shelter from direct sunlight exposure, providing misting systems and/or fans, and providing an air-conditioned area/unit for breaks. The officer in charge shall provide hydration breaks every twenty (20) minutes, the hydration break should last a minimum of five (5) minutes, or in accordance with NFPA 1584 based on the activities performed. The lead instructor as identified by the training/operations division shall have completed and documented a review of NFPA 1584 annually. If any members experience symptoms such as dizziness, nausea, vomiting, chest pain, shortness of breath or any symptom of concern they are obligated to report it to the instructor in charge right away.

### **Section 2**

Whenever a training or working scene is predicted to be of concern to the members health in respect to nutrition or hydration as determined by a Division Chief or above, the city agrees to provide water, electrolytes, and nutrition for the employee within reason.

These may be purchased by city credit card with this article being the prior approval for its purchase.

## Article 20 - TIME TRADES

### ~~Section 1~~

- ~~A. Employees have the right to exchange shifts or parts of shifts under the following conditions;~~
- ~~B. Probationary Employees (new hire or promoted) may not time trade with any position higher than they currently hold.~~
- ~~C. 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.~~
- ~~D. Time trades must be entered into the automated staffing program at least fifty-six (56) hours in advance of the date to be worked. If not entered for approval within this time frame then they may be canceled for cause\*. (56 hours defined as two and one-half consecutive calendar days, not shifts)~~
- ~~E. Once approved either by automated staffing program or Division Chief the time trade cannot be canceled based on other leave established after approval. except for the following conditions:~~
  - ~~a. If a time trade working (TTW) employee is injured or is predicted to be out for medical reasons more than 60 calendar days from injury/medical time then the original trades after the agreed time period shall be changed to Pending (with notes) by this article until the injured member is able to return to work. This does not prevent members from working for the injured member in that time period. (They will not be able to record payback time on staffing until they are cleared to work). If possible, the employee that was working shall help the TTN employee find coverage however, the responsibility of the shift falls back to the TTN employee in this situation.~~
  - ~~b. Anyone working a time trade working (TTW) shall not be approved for vacation time for the same time period. Except for extenuating circumstances approved by the Fire Chief.~~

- ~~c. Three way or other mechanisms for greater than two members to complete a time trade must be approved by the Fire Chief or their designee.~~
- ~~d. 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.~~

## ~~Section 2~~

~~Once the responsible employee accepts the time trade through the approved format, the relieved employee no longer 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 Division Chief, adversely affects staffing, causes overtime that would not have occurred otherwise, or comes from an unqualified individual, or otherwise violates Departmental policies or procedures.~~

## Section 1 - Eligibility and Procedures

Employees may exchange work have the right to shifts or parts of shifts under the following conditions:

### A. Qualifications and Rank:

1. Time trades are intended to be between employees of equal rank and qualification.
2. Employees may trade up or down one rank, provided the substituting employee is listed on the Working Out of Rank (WOR) eligibility list for that position.
3. All reasonable efforts should be made to trade with employees of equal qualifications unless no other qualified option exists.

#### B. Probationary Restrictions:

1. Probationary Firefighters may not work for a non-probationary firefighter within their first six (6) months of employment.
2. Promotional probationary employees may time trade, however the supervisor must ensure that their probationary period is still completed and if necessary extended to account for time.

#### C. Submission and Timeliness:

1. All time trades must be submitted in the automated staffing program a minimum of five (5) working shifts or 336 hours in advance.
2. If submitted within 336 hours of the scheduled work time, a time trade may be denied if it results in overtime, and the substitute employee:
  - a. Is not qualified for a Paramedic position,
  - b. Is not qualified for a WOR position, or
  - c. Is not qualified for a Special Operations position.

Note: Movement of existing personnel should be considered before denial.

#### D. Cancellation of Approved Trades:

1. Once approved by either the automated staffing system or the Division Chief, a time trade may only be canceled under the following exception:

- a. ~~The Fire Chief may cancel trades assigned to the Time Trade Not Working (TTN) employee if the Time Trade Working (TTW) employee is projected to be out for more than 30 calendar days due to injury or illness and the trade is creating undue overtime.~~ If a time trade working (TTW) employee is injured or is predicted to be out for medical reasons more than 30 calendar days from injury/medical time then the original trades after the agreed time period shall be changed to Pending (with notes) by this article until the injured member is able to return to work. This does not prevent members from working for the injured member in that time period. (They will not be able to record payback time on staffing until they are cleared to work). If possible, the employee that was

working shall help the TTN employee find coverage however, the responsibility of the shift falls back to the TTN employee in this situation.

b. In such cases, work responsibility will revert to the original employee who was scheduled to work. (Original TTN)

#### E. Leave Restrictions During Time Trades:

Employees assigned to work a TTW shift may not be approved for vacation or leave during the same shift.

#### F. Multi-Party Trades:

Any time trade involving three or more employees or using alternate mechanisms (e.g., rotating coverage chains) must receive prior approval from the Fire Chief or their designee. Except for extenuating circumstances approved by the Fire Chief.

### Section 2 - Responsibility and Accountability

#### A. Transfer of Responsibility:

1. Once a time trade is accepted through the approved system, the TTW (Time Trade Working) employee assumes full responsibility for that shift.
2. The relieved employee (TTN) is no longer responsible for that duty time, except as stated under Section 1D regarding medical exceptions.

#### B. Attendance and Disciplinary Accountability:

1. If the TTW employee is late, absent, or calls in sick, it will be treated as if the TTW employee were originally scheduled to work. Disciplinary actions will be applied per standard attendance policy.
2. If the TTW employee wishes to cancel the trade post-approval, it is their sole responsibility to arrange for alternate, qualified coverage.

## Article 21 - MINIMUM SAFE STAFFING LEVELS

### Section 1

A minimum staffing level of three (3) personnel on all suppression apparatus shall be maintained. Any new suppression units added to the Department during the agreement shall also be staffed with three (3) personnel.

A. Exceptions:

- a. 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 the remainder of the Engine or Aerial 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.
- b. Units that drop below minimum safe staffing levels and have at least two members in unit due to extraordinary situations (i.e. riders to assist in EMS transport, transporting other FD units) will still respond to calls for service but will not perform tasks outside of their capabilities (ALS versus BLS) and will maintain safe working conditions in order to protect the welfare of the department personnel and general public. This shall be an exception and not for regular staffing purposes.
- c. The City will not reduce staffing or existing operational and promotional positions that exist as of ~~September 18, 2023~~ [October 1, 2025](#).

### Section 2

The following vehicles will have a Lieutenant\* position: Aerial and Engine. Rescue vehicles shall be staffed with a minimum of an engineer\* as part of its regular minimum staffing of two personnel. If a rescue is regularly stationed independent of other vehicles identified in this article that are normally staffed with a Lieutenant.

The following vehicles will have an Engineer\* position:

- A. Aerial
- B. Engine
- C. Brush
- D. Rescue/[Medic](#)



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

- A. Operations Vehicle

The following vehicles will have a Firefighter position:

- A. Aerial
- B. Engine
- C. Brush
- D. Rescue/Medic

\*Maybe a ride out of class position in accordance with fire department policies and this contract.

### Section 3 - Rescue Apparatus

- A. One member must be a department cleared Paramedic
- B. All minimum staffing employees must have at least six months on the job

## **Article 22 - 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 core plan coverage.

- A. An equal to or less than a fifty (50) percent increase in deductible's or out of pocket expenses may be implemented prior to resolution of negotiations.

### **Section 2**

- 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 implementation of a new insurance plan. However, the employer will pay the cost of the employee's individual coverage.
  - a. If by the first day of the new plan year is reached and the parties have not reached a resolution then the following shall apply:
    - i. If the core plan increase is twenty five percent (25%) or less, the implementation shall take place while the negotiation process continues and both parties agree that any future resolution to the negotiation process shall be retroactive to October 1st of the implementation year. However, the employer shall continue to pay the cost of the employee's core plan individual coverage.
    - ii. If the core plan increase is greater than twenty five percent (25%) the negotiations shall continue in accordance with all applicable laws without implementation unless agreed by both parties.
- 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.

### **Section 3**

The City will continue an employee health benefits advisory committee that reports to the City

Manager to discuss health care options for the annual health benefits renewal process. The committee will make health benefits renewal recommendations to the City Manager. The Union will be guaranteed participation on this committee.

#### Section 4

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

## Article 23 - 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:
  - a. Basic blood work (CBC, BMP, Lipid Profile)
  - b. Fat percent
  - c. PPD
  - d. Hepatitis B and C screening
  - e. HIV testing
  - f. 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:
  - a. Basic Physical Examination in accordance with section (a)
  - b. Hands on Physical Examination by either a certified doctor or Physician's Assistant
  - c. 12-lead EKG
  - d. Pulmonary function test
  - e. Chest X-ray (as recommended)
  - f. Complete Hearing Exam
  - g. Complete Vision Exam
  - h. Heavy Metal assessment
- C. 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.
- D. 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, if recommended by the member's physician. The City and the Union will continue to evaluate the benefits of new technology to prevent cardiac problems. *\*or any member at high risk in accordance with a physician determination.*

- 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 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 City Manager for decision making. The cost of the second opinion will be borne by the employer.
- 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 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, when such finding is made in relation to the employer supplied annual physical exam or any follow-up appointments related to that exam, a reasonable rehabilitation period for whatever time period is needed for rehabilitation, will be provided, if deemed necessary by an agreed upon physician, and if the employee is deemed fit for such rehabilitation by such physician. 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.
- H. If a member is scheduled for their physical and takes leave after being scheduled, they shall be responsible for attending the physical on their own time. However, it will be scheduled through administration.

## 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:

- A. Appointment with occupational physician shall be made by city.
- B. If there is loss of time between the city appointment and the date of the employee's clearance back to work form then the city agrees to place the employee on "other on duty" pay for their regular shift hours.
- C. City appointment shall be ASAP unless extenuating circumstances such as pre- existing plans that dictate otherwise. Employee shall promptly get pertinent medical records to occupational physician prior to appointment. If the appointment falls on a non-

shift day the employee will be paid overtime, mileage or will be provided the use of a city vehicle.

- D. City transportation shall be provided to the employee to and from the appointment, if available and requested.
- E. If an employee is not cleared by city physician then the employee shall be placed on light duty within the fire department with restrictions allowed by city physician, or use leave time at option of employee.

### Section 3

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 4

Bargaining unit employees shall be advised in writing of test results within a month following testing. If life threatening issues are revealed; the employee shall be notified verbally or in writing as soon as possible. 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 5

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 6

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.

## **Article 24 - PERSONNEL FITNESS / WELLNESS PROGRAM**

### **Section 1**

- A. In order to help provide a healthy work environment, a minimum of 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 two Peer Fitness Counselor shall be available for each shift.
- B. The City of Deltona will provide all necessary resources to ensure all certified Peer Fitness Trainers (PFT) meet the minimum CEU requirements to maintain the American Council on Exercise Certification. Such resources include but not limited to: reasonable financial assistance, reasonable travel, reasonable vehicle usage and reasonable staffing substitution.

### **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.*

### **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 dumbbells, a Smith machine or equivalent with appropriate bench, 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. Reasonable recommendations from the peer fitness advisors shall be used when updating equipment.

#### Section 4

The city agrees that the following shall apply:

- A. 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: Cross fit style training, running, Yoga, video exercise programs, sled pull/push)
- B. The city/department and members will promote a healthy lifestyle and will always encourage new fitness training and ideas.
- C. 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)
- D. 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 encourages participation when possible.
- E. The union agrees that the previous equipment and/or props in section 3 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.

#### Section 5

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



behavioral fitness or assessments in accordance with the personnel fitness/wellness program.

## Section 6

Subject to budget and staffing, the Fire Chief shall set up a personal wellness program for firefighters, that will also be made available, when feasible, to other city employees. This shall be mutually agreeable with the Union President.

## **Article 25 - 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:**

- a. An aggrieved party or the Union shall date and present the grievance in writing to the Fire Chief within 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 excluding holidays.
- b. The Fire Chief shall within 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 twenty (20) calendar days following the meeting.

B. Step 2

- a. If the grievance is not resolved at Step 1, the aggrieved employee or the Union, within twenty (20) calendar days following receipt of the Fire Chief's decision in Step 1, may submit the grievance to the City Manager.
- b. The City Manager may within twenty (20) calendar days of receipt by the City Manager 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 or her decision within twenty (20) calendar days following the meeting with the parties. The written decision of the City Manager will be rendered within twenty (20) calendar days following the meeting with the parties, 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 twenty (20) calendar days after receipt of the City Manager's decision.

Section 6 - Selection of Arbitrator

Within twenty (20) 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, they shall, 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. 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.

#### 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.
- 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 (20) days of the close of the hearing, or within twenty (20) days of the date that briefs are submitted, in cases where either of the parties elects 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.

#### Section 9 - Arbitration Expenses

Fees and expenses of the arbitrator shall be split equally by the parties.

## 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.
- 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.

## **Article 26 - LIFE INSURANCE**

The Employer shall provide life insurance protection for each employee in an amount equal to one and one-half (1½) 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.

## **Article 27 - 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 policy.

### **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**

Due to staffing needs as determined by Division Chief, higher-level position paramedics, to include Division Chief rank, may ride down to fill paramedic or rank positions.

### **Section 4 - Competence Test for WOR**

If a competence test is failed the member shall have thirty (30) days to retest and pass or this will end their continual service time for promotional purposes. This is a responsibility on the member to work with the training officer for scheduling.

### **Section 5 - Temporary Long-Term Assignment**

When long term vacancies occur due to injury, military leave or other like problems the union realizes that it becomes a burden on the department to fill the higher positions. For this reason, the following will occur:

- A. Long term vacancy shall be defined as any position that shall be open for more than 3 consecutive months with documentation.
- B. Once the Fire Chief or his designee determines the long-term assignment is beneficial to the department then it shall be offered to the members on the most recent list from top to bottom. Once it is accepted then that person shall fulfill all responsibilities

as if it was a permanent position.

- a. The person accepting the position shall receive a temporary pay increase equal to promotion for the time in the position. At the conclusion of the temporary assignment their pay shall be decreased the same amount that it was increased from.
- C. If no one voluntarily accepts the position, then the Fire Chief or their designee may pick from the list to make a forced temporary assignment. Certain considerations shall be used such as:
  - a. Family matters
  - b. Scheduled time away from work (vacation etc.)
- D. If no list is currently in effect, then the Fire Chief and the Union President or their designees shall attempt to agree on a temporary solution in order to fulfill the long-term assignment.
- E. There shall be no gain by the individual in the temporary long-term assignment over anyone else in future testing or eligibility for a permanent position except for the obvious gained experience.
- F. The long-term temporary assignment will be filled the next full pay cycle of when the set parameters above have been met.
- G. All time accrued in a Temporary long-term assignment shall equally reduce those individuals probationary time at the time of promotion, to that same assignment and only within one year of vacating the temporary assignment and shall be documented to the individuals personnel file.



## Article 28 - LIGHT DUTY ASSIGNMENTS

### Section 1

The City Manager, in consultation with 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 [or illness](#). 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 [or illness](#).

### Section 2

- A. A bargaining unit member, if approved by the City Manager in consultation with the Fire Chief, shall be assigned to light duty in accordance with the member's medical certified restrictions. The City Manager, at his/her discretion may assign bargaining unit members to any Division, group or work area in the City organization, provided such work is available and meets the limitations of the injury within the city organization. The employee will maintain all rights as documented in the Local 2913 CBA, and all employee discipline shall be determined by the Fire Chief. The employee will only be moved out of Fire Department assigned light-duty if the following exists; Administration positions are fully staffed, and the employee has been on light-duty assignment for 30 days or more.

### Section 3

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

For all other non-workers compensation for injuries/illness, 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:

A. Appointment with occupational physician shall be made by the city.

B. The employee agrees to supply the required paperwork to the city physician in a timely manner. The time starts when physicians have the paperwork as confirmed by HR.

C. If there is *lapse* 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.

D. City appointment shall be ASAP unless extenuating circumstances such as pre existing plans that dictate otherwise. Employees shall promptly get pertinent medical records to occupational physician prior to appointment. If the appointment falls on a non-shift day the employee will be paid overtime *and receive*, mileage *reimbursement* or will be provided with the use of a city vehicle.

E. City transportation shall be provided to the employee to and from the appointment, if available and requested.

F. If an employee is not cleared by city physician, then the employee work status shall be discussed between HR, Department Privacy Officer, and union president. It shall be based on restrictions allowed by city physician or use leave time at the option of employee.

#### Section 4

Whenever a member normally assigned to a 24on/48off work schedule is temporarily assigned to a standard employee schedule for light duty assignment they shall be paid as if they were working their normal duty shift. Bargaining unit members assigned to approved light duty standard employee schedule shall not accrue holiday compensatory time if the employee is not working the holiday. Employees will accrue vacation/sick leave or paid leave, based on their normal accrual rate.

#### ~~Section 4.5~~

~~Approval by the City Manager shall not be unreasonably withheld.~~

## **Article 29 - 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.

## **Article 30 - 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 cover 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 determined by the Fire Chief or his designee.

### **Section 4**

Each employee shall be supplied an account with \$169.00 credit each October to be used to purchase the following items:

- A. Pair of authorized footwear for daily work duty
- B. Pair of running/walking/CrossFit shoes
- C. Pair of authorized glossy Class A dress shoes
- D. Authorized duty or Class A belt wear
  - a. The credit shall roll over each year to a max of \$338.00 and banked for purchase of PPE or advanced protective gear recommended by the Health and Safety Committee and approved by the Fire Chief.
  - b. The credit may not be used to purchase any item other than what is identified here.

- c. No cash payout may be gained from this credit.

## 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 within the employees' control.

## **Article 31 - EDUCATION INCENTIVE PAY PLAN**

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)).

## **Article 32 - 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 gross wage at the time of injury (plus any increases the employee would have received under this Agreement).
- 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 City Manager in consultation with 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 City Manager in consultation with the Fire Chief retains the right to determine if and when light duty assignment shall be made and how long the assignment will last. The employee will only be moved out of Fire Department assigned light-duty if the following exists; Administration positions are fully staffed, and the employee has been on light-duty assignment for 30 days or more.

- 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 and will be subject to termination.



## **Article 33 - 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.

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.

### **Section 2**

An employee hired on or before September 30, 2006 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
10 years	25%
20 years	50%
25 years	75%
30 years	100%

### **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.
- B. If employee from Section 3 (a) works 25 or more years then they shall receive 40% of accumulated sick leave instead of the 25% stated in (a).

## Article 34 - PENSION PLAN

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 existing benefit provisions under the Plan will not be decreased during the term of this Agreement.

Members will continue to make an 11.4% contribution to the plan. The city will contribute no less than 16% of payroll. In the event that current enhancements to the plan (COLA) can no longer be funded in full by Premium Tax Dollars, then the city will make up such shortfall.

Both parties agree to the following agreements attached to this contract in order to comply with the changes in Florida Statutes Chapter 175:

- A. Appendix A "Mutual Consent and Acknowledgment between the City of Deltona ("City") and the Deltona Professional Firefighters Local 2913 ("Union")
- B. Appendix B "Memorandum of Understanding between City of Deltona ("City") and the Deltona Professional Firefighters Local 2913 ("Union")

The parties agree that the Fire pension Board will conduct an Actuarial Study regarding:

- ~~A. Increasing the age limit for DROP eligibility from age 60 to age 65.~~
- B. Increasing the pension retirement health subsidy from \$10.00 per month to \$25.00 per month for each year of service (maximum of \$625.00 per month)

Upon completion of the actuarial study, the parties agree to engage in negotiations regarding the results of the actuarial study.

**The parties agree to negotiate increasing the pension retirement health subsidy from \$10.00 per month to \$25.00 per month for each fiscal year of service (maximum of \$625.00 per month) using the results of the actuarial study completed by the Fire Pension Board in 2025.**

- A. Due to the nature of our job the City and Union agree to include a Line of Duty Death Benefit that would be equal to the Line of Duty Disability Benefit that is currently included in the ordinance.

The Fire Chief may grant pension trustees time off to attend board approved pension related

training to keep up with investment trends and their knowledge base to perform their fiduciary duties as a pension trustee. The City shall bill the pension fund for actual cost incurred to backfill the Trustees position and be placed back into the fire department budget.

## **Article 35 - 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, tasks with as much objectivity as possible and any disciplinary measures taken or letters of accommodation or awards.

## **Article 36 - PROMOTIONS AND ASSESSMENT**

### **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 email 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.

### **Section 3 - Eligibility for Promotion and Assessment**

- 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 reprimand 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 reprimand 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 FM LA/military leave 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.
- E. Employees must be qualified to be promoted to the new classification thirty (30) days prior to the first day of the promotional examination.

## Section 4 - Examinations

All promotional examinations may 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 assessment entity that is agreeable by the Union President and the Chief. Upon completion of the examinations, the assessment entity will provide the Chief with a list of the employees' scores for each section and the total score of the entire assessment 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.

## Section 5 - Minimum Assessment Score

- A. All candidates must pass each section of the examination, with a seventy (70%) or better rating. Candidates who fail to achieve a minimum score of (70%) or better rating on any part section of the promotional process may complete the assessment process, but not be placed on the promotional list, and will be removed from working out of class list until refresher training is completed.
- B. 0.1% will be added to a candidate's practical test score up to a maximum of 5% for every continuous month they are cleared to ride out of class for the position they are testing for.
- C. Should a member be "un-cleared" to ride out of class after failing a promotional exam, the training division, will outline a consistent plan for the member to re-clear.

Note: If candidate who fails a promotional test is cleared with the training department 30 days or less after the last day testing, then they shall be considered as meeting the term continuous service per letter (b) above.

## Section 6 - Assessment Structure

- A. Engineer
  - a. **Written Section (100 questions)** = forty (40) percent weighted score
    - i. Current Policies
    - ii. Books agreed to by training officer and union representative
  - b. **Practical Section** = sixty (60) percent weighted score
    - i. Practical pumping scenario(s) from any apparatus in service within our department

- ii. Practical aerial scenario(s) from any aerial in service within our department
  - iii. Practical tool scenario(s) which may include:
    - 1. Maintenance procedures
    - 2. Usage of the tool(s)
    - 3. Multiple tools
  - iv. Practical road driving course(s) within our city
  - v. Practical obstacle driving course(s)
- B. Lieutenant
  - a. **Written Section (100 questions)** = forty (40) percent weighted score
    - i. Current Policies
    - ii. Books agreed to by training officer and union representative
  - b. **Practical Section** = sixty (60) percent weighted score
    - i. Oral presentation
    - ii. Role Play Scenario(s)
    - iii. Tactical Scenario(s)
- C. Division Chief
  - a. **Written Section (100 questions)** = forty (40) percent weighted score
    - i. Current Policies
    - ii. Books agreed to by training officer and union representative
  - b. **Practical Section** = sixty (60) percent weighted score
    - i. Oral Presentation
    - ii. Subordinate Counseling
    - iii. Fire Chief Interview Panel
    - iv. Tactical Scenario(s)

## Section 7 - Maintenance and Selection

- A. The promotional list will be maintained:
  - a. Two (2) years from the date of the exam, or until the list is exhausted, whichever occurs first for Engineers & Lieutenants
  - b. Three (3) years from the date of the exam, or until the list is exhausted, whichever occurs first for Division Chief
- B. The Fire Chief shall refer to the existing promotional lists to fill vacancies
- C. If the list has expired or has exhausted a new promotional assessment will be given when the following applies:

- a. There is a vacancy for the position
  - b. There is no vacancy, but three or more candidates are available
- D. 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 8- 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 six (6) months after the assessment date, then the following shall occur in sequence:

- A. Refer to the Temporary Long-Term Assignment Article if this still does not resolve then;
- B. The Chief and the Union shall meet and formulate a plan to staff the position that is acceptable to both parties. If this does not resolve then;
- C. 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.

#### Section 9- Grandfather

Any person holding a current position or on current promotional list (not working out of class or temporary promoted) as of October 1, 2023 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 assessment, in order to determine validity of assessments, and/or needed training for individual or groups.

\*exception - Any promotional testing during the term of this contract will allow any new educational requirements marked with an asterisk within each rank to be accepted within two years after promotion date.

#### Section 10 - Engineer Eligibility

Eligible candidates shall meet the following minimum requirements.

- A. Three (3) 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 (not required to sit for test).
- F. Currently on the Working out of Classification list for Engineer previously for the last three
  - a. (3) months
- G. Aerial Operations State of Florida approved class \*

#### Section 11- Lieutenant Eligibility

Eligible candidates shall meet the following minimum requirements:

- A. State of Florida "Fire Officer I" and "Fire Officer II\*" certification
- B. State of Florida Inspector Certification\*
- C. AS or AA degree within two years of promotion or placement on promotional list
- D. Has the following college classes: English I, (may substitute Report Writing for English I)
- E. Two (2) years of continuous full-time employment in the City of Deltona Fire Department as an Engineer
- F. Satisfactory or better rating on their last Performance Evaluation.
- G. Not on any form of probation.
- H. Currently on the Working out of Classification list for Lieutenant and has been on Working out of Class list for previous (3) months.

#### Section 12- Division Chief Eligibility

Eligible candidates shall meet the following minimum requirements:

- A. Minimum of a Bachelor's Degree from an accredited educational institution
- B. Successfully completed all required portions of the testing process with passing scores (not required to sit for test)
- C. State of Florida "Fire Officer 3\*" certification
- D. Three (3) years of continuous full-time employment in the City of Deltona Fire Department as a Lieutenant
- E. Must be a State of Florida certified Paramedic and a cleared Volusia County Paramedic.
- F. Satisfactory or better rating on their last Performance Evaluation
- G. Not on any form of probation.
- H. Currently on the Working Out of Classification list for Division Chief and has been on Working Out of Class list for previous (3) months.

## Section 13

Any employee promoted to a higher-level position shall be given a 5% pay increase consistent with ~~Article 17~~ the previously agreed upon formula of Base hourly rate plus longevity =  $(B + L) \times \% =$  increase. 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.

## **Article 37 - 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.
  - a. 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. Station preference will go by classification seniority as feasible and as determined by the Deputy Chief.
- F. Any other choices, unless indicated in the contract, and when feasible, will be made by the following seniority preference order:
  - a. Rank
  - b. Classification seniority
  - c. Department seniority

### **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

- A. 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.
  - a. In the event personnel reduction or other workforce 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.
  - 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.
- B. 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.
- C. 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.
- D. 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.
- 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.

### **Article 38 - SEVERABILITY**

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

## **Article 39 - VACATION TIME**

### **Section 1**

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

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 policy.

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.

## 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 five (5) employees to be on vacation 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 additional overtime, is within 132 hours of target shift, and the Chief determines it will not adversely affect operations.

- A. If additional personnel are added to the department, then the following formula shall be used to determine allowable vacation spots
  - a. Multiply total budgeted shift personnel by 18%



## Section 5

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

## Section 6

An employee may not put in for vacation hours that they do not currently have banked. The employee may not assume they will accumulate the remainder of time they owe.

## Section 7 - Annual Vacation Seniority Pick

- A. Employees shall select their annual vacation period on a Department-wide seniority per shift basis. Each shift shall start the process on their first shift of December each year and be completed by December 20th of the same year. The Division Chief of each shift shall coordinate the process by using a calendar and providing three rounds of picks with a maximum amount of days available according to seniority. Only one holiday\* may be picked by a member in each round.
- B. For the purpose of the vacation article the following holidays Martin Luther King Day, Memorial Day and Labor Day shall include the Saturday and Sunday prior to the Monday which they are observed; for Good Friday shall include the Saturday and Sunday after Good Friday is observed; for New Year's Day, Independence Day and Veterans' Day shall include the day before and the day after; for Thanksgiving Day and Thanksgiving Friday shall include the day before or the day after but not both in a consecutive pick; for Christmas Eve and Christmas Day shall include the day before or the day after but not both in a consecutive pick; and any time the City Commission may by motion designate other days as special holidays on a one-time basis, if done prior to vacation picks it shall include the day before and the day after.
  - a. 0-10.9 years may pick up to four shifts each round
  - b. 11- 20.9 years may pick up to six shifts each round
  - c. 21+ years may pick up to eight shifts each round

NOTE: During the annual vacation seniority picks you may exceed section 6 by having up to 50% above your annual accrual rate.

C. Process

- a. The Division Chief shall contact the most senior member on their shift and ask them to pick shifts that they want. If available then they shall be approved and the next most senior member shall have their turn. Once round one is completed then it starts all over for round two and continues until round three is completed.

D. Absent Employee

- a. There are several shifts provided to complete this process which gives flexibility. The DC may use face to face, phone or for last resort an employee who knows they shall not be available may leave vacation picks with their DC in a written format. (Absentee ballot)

E. Completion

- a. At 1900 hours on December 22nd the remainder of the annual calendar shall be opened for a first come first serve basis. This gives any employees that perceive a problem to address it with their DC prior to the opening of the calendar.

## Section 8 - Vacation Rules

If a vacation slot is canceled due to any circumstance within 56 hours of its use and if it creates overtime, then it shall not be filled without permission from the Fire Chief or their designee.

## Section 9

Whereas the City and the Union realize there is a benefit to the taxpayers, management and bargaining unit members to allow for a buyback/rollover of accrued leave time the following benefit shall be incorporated into the Contract between the City of Deltona and Local 2913

- A. Any bargaining unit member who has a minimum of 168 hours in their vacation leave account may sell, one time annually, a max of 56 hours of vacation leave back to the city. The sellback will be at their current hourly rate of pay and be rolled into the employees pre-tax or after-tax voluntary 457 deferred compensation plan, or be paid out to the employee the first non-payroll week of December. Provided that after the rollover or payment, there remains a balance of 112 hours in the employee's bank.
- B. Any bargaining unit member who has a minimum of 476 hours in their vacation leave account may sell an additional, onetime annually, a max of 56 hours of vacation leave back to the city at their current hourly rate of pay. It can also be rolled into the

employees pre-tax or after-tax voluntary 457 deferred compensation plan the first non-payroll week of December. Provided that after the rollover or payment, there remains a balance of 364 hours in the employee's bank.

## **Article 40 - SICK LEAVE**

### **Section 1**

Employees sick leave of 12 hours or less continuous in a shift shall be counted as "hours worked" Mandatory quarantine hours are considered as hours worked for purposes of calculating overtime entitlement.

56-Hour Employees (Shift A, B & C) shall earn seven 7 hours of sick leave each pay period. The 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.

Exception: No sick leave accrual will count following these circumstances: 1) Leave without pay.

### **Section 2**

Sick leave may be used for any sickness or disability not arising out of or in the course of employment. Sick leave 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 Division Chief. Additional hours may be approved for exigent circumstances with approval of the Fire Chief or authorized designee. Employees on sick time or FMLA will restrict their activities to those in line with the illness, injury or restriction incurred.

### **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 workday. 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 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. Verification of

sick leave must meet the following definition: Document given to an employer certifying that an employee's absence from work was due to illness or injury. The illness or injury may relate to the employee, or a person the employee needs to take care of such as a child, spouse, parent, or someone deemed appropriate by the Division Chief on duty. The verification must contain the date when work will be missed, the date the employee will be able to return to work, and the employee's name, and the name and title of the person signing the note. A verification shall be accepted within a two-week period after occurrence.

- a. The following persons can sign a verification of sick leave:
  - i. Physician
  - ii. Physician's assistant
  - iii. Nurse practitioner
  - iv. Representative of urgent care center
  - v. Representative of an emergency room department
  - vi. Representative of a day care or school stating that they will not accept the employee's child for the day.
- 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, sick leave rules will still apply.
- D. Anytime that a division chief makes the decision to send an employee home from work to due to illness or injury then it shall be deemed as an excused sick day. A Division Chief or Working out of Class can send an employee home from work due to illness or injury with proper documentation.

Exception: Shall not be if an employee is subject to leave without pay. If an employee is subject to leave without pay, the Division Chief must have Fire Chief approval to send the employee home.

#### Section 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. \*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 5

Employees on sick time will restrict their activities to those in line with the illness and/or injury incurred.

## Section 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 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 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.

## Section 8

Within (3) three months of the signing of this agreement both the Fire Chief and Union President agree to formulate a mutually acceptable sick usage policy to include the definition of sick abuse and how it interacts with the disciplinary policy.

## **Article 41- EMPLOYEE COMPRESSION**

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## **Article 42 - 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 proceedings as a witness on City related business under subpoena by the City or third party.

### **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 workday 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.

\* If an employee is subpoenaed as a result of responding to an accident or emergency whether on or off duty, it shall be considered to be involving the City.

### **Section 4**

Jury Duty or Witness under Subpoena not involving the City

An employee subpoenaed in a matter not involving the City shall be allowed to use whatever leave is available to that employee, and that leave shall be considered excused, and if no leave is available, the employee shall be allowed to take leave without pay for the time needed to respond to the subpoena.



## Section 5

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.

## **Article 43 - BEREAVEMENT LEAVE**

### **Section 1**

An employee shall be allowed two consecutive shift days off with pay for bereavement leave. These days may be taken anytime within thirty (30) days of the bereavement event. However, once taken must be consecutive and not split into individual days.

- A. A death in the immediate family. For the purpose of this Article, immediate family shall include the following:
  - a. The employee's spouse or significant other.
  - b. 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 or significant other\*.
- B. The birth or adoption of a child of the employee

\*Significant other/Domestic partner: Someone in a relationship with an employee and has lived with them for one year or more.

### **Section 2**

A member may use bereavement sick leave beyond bereavement leave without any consequence or responsibilities up to another three (3) consecutive employee shift sick days. These must be taken consecutively, do not need be taken in same time allotment as Section 1, but do have to be taken within thirty (30) days from bereavement event and shall count as hours worked.

### **Section 3**

While on any type of leave under this Article, employees are not eligible for any type of overtime except for scheduled FLSA time.

## **Article 44 - EDUCATIONAL ASSISTANCE PROGRAM**

### **Section 1 - Education Leave**

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

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**

As long as the City of Deltona participates in the EMS transport service then the revenue received will be used as follows even if a successor agreement is not in place by expiration of this contract.

- A. \$100,000 to the City Education Fund for all employees per fiscal year.
- B. \$120,000 to the Fire Department training budget per fiscal year.
- C. Maintain the Assistant Chief of EMS position per fiscal year.
- D. Maintain the Captain of EMS/Training position per fiscal year.
- E. Maintain the Quality Assurance position per fiscal year.
- F. Remaining revenue after numbers 1-5 will be used to help fund the fire department operations budget per fiscal year.
- G. These commitments by the City shall extinguish the obligations it agreed to in the Memorandum of Understanding entered into between the City and the Union on December 2020, attached to this Agreement as Appendix E.

### **Section 3**

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

## **Article 45 - 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 activities 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 26 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 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.

## **Article 46 - 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 at 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.

## **Article 47 - RECERTIFICATION/TRAINING**

### **Section 1 - General**

- A. The City will provide the following certifications:
  - a. EMT and paramedic re-certification class(s)
  - b. CPR
  - c. ACLS
  - d. PEPP or PALS
- B. If an employee misses scheduled classes, then it shall be at their own expense and time to attend them. However, training will help them as necessary to schedule.
- C. Maintenance of any other certifications besides those listed in A will be at the employee's expense and time.
- D. The employer will pay and facilitate the re-certification process of all current lead paramedics and EMT's; however, the ultimate responsibility rests with the certificate holder.
- E. 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. The employee is responsible to inform the employer of such need before the certification expires.
- F. 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.

### **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.

### **Section 3**

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

- A. Annual burn building training (average of 70% of department members to attend per year)
- B. Semiannual tower training for special operations team (average of 90% of special ops

members attend per year)

- C. Provide supplies and hardware for special props such as maze training, RIT training, special operations training. 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)
- D. It will be the department's goal to provide in a cost neutral manner, in-house state certified fire type classes of at least one per quarter. These classes may be, but are not limited to, the following:
  - a. Engineer
  - b. Aerial
  - c. Fire Officer Series
  - d. Instructor
  - e. Inspector or Investigator
  - f. CAFS or foam
  - g. Any classes pertaining to promotional study material
  - h. Etc.
- E. Whenever possible in-house instructors shall be utilized but both parties realize the class itself may dictate outside expertise.
- F. Members shall not work time trade working (TTW) shifts or overtime shifts while in class.
- G. Class maximums are on a first come first serve basis, however, the first 30 days shall be left open for in-house personnel only. The last 30 days of the required 60-day notice shall be also filled by any outside department members.
- H. Employees attending mandatory training will be paid Event pay for non-duty days.
- I. For each class taught the city shall furnish enough material for the students to learn from.
  - a. Example: ten students = ten books
  - b. The materials such as books may be kept by the training department for future classes.
- J. If a member drops out of a class, such member will reimburse the City for the costs incurred by the city relating to the member taking the class.



## **Article 48 - LONGEVITY**

### **Section 1- Gift**

On each bargaining unit member's tenth (10th) Fire Department seniority anniversary date, a leather helmet of the same quality as 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 their length of service with the city in accordance with the following schedule.

- A. Five (.05) cents per hour per year of service with the Deltona Fire Department for all members holding the rank of firefighter.
- B. 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.

## Article 49 - HOLIDAY ARTICLE

### Section 1 - Observed Holidays

- A. New Year's Day, January 1
- B. Martin Luther King Day, 3rd Monday in January
- C. Good Friday
- D. Memorial Day, last Monday in May
- E. [Juneteenth, June 19](#)
- F. Independence Day, July 4
- G. Labor Day, first Monday in September
- H. Veterans' Day, November 11
- I. Thanksgiving Day
- J. Thanksgiving Friday
- K. Christmas Eve, December 24
- L. 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 (24hours) 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 192 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. New employees shall only receive payment for 11.2 hours of holiday pay per Holiday on new employee probation as defined in article 14 section 1.

### Section 3

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.

- A. For the purpose 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 1st until 0730 hours on January 2nd with the exception of the division chief who begins and ends shift at 0700 hours.

## **Article 50 - 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.

## **Article 51 - DURATION**

### **Section 1**

This Agreement shall be effective October 1, ~~2023~~ 2025 and shall remain in full force through September 30, ~~2025~~ 2026.

### **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.

## 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, ~~2022~~ 2025.

Signed at Deltona, Florida

For the City:

For the Union:

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Doc Dougherty  
City Manager, City of Deltona.

---

Date

---

Brandon Brower  
President IAFF Local 2913

---

Date

## 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 - regular full-time employee

EMS - Emergency Medical Services

EMT - Emergency Medical Technician (Florida)

PERC - Public Employees Relations Commission

Productive Time: Employees using 12 hours or less of continuous sick leave during a shift shall be counted as “hours worked/productive time” and shall be eligible for overtime.

**Productive Time** – the portion of hours an employee spends actively performing tasks that contribute directly to the City’s operations or services, such as: vacation, time trades -when an employee engages in a time trade (shift trade) with another employee, the hours of the time trade not (TTN) working employee’s regularly scheduled shift shall be credited and counted as hours worked), and holiday compensation time.

## **APPENDIX**

Appendix A - Mutual Consent and Acknowledgment between the City of Deltona ("City") and the Deltona Professional Firefighters Local 2913 (Union)

Appendix B - Memorandum of Understanding between City of Deltona ("City") and the Deltona Professional Firefighters Local 2913 ("Union")

Appendix C - Educational Assistance

Appendix D - Drug Free Work Policy

Appendix E - Memorandum of Understanding between City and Deltona Professional Firefighters, IAFF Local 2913 dated December 14, 2020.

## Appendix A

### **Mutual Consent and Acknowledgment Between the City of Deltona ("City") And the Deltona Professional Firefighters Local 2913 ("Union")**

The City and Union have mutually consented in accordance with Florida Statutes Chapter 175.351(1)(g) that the City shall receive Chapter 175 Premium Tax funds in an amount up to \$450,000 annually which shall be used to reduce the city's annual pension contribution.

The City and Union have mutually consented in accordance with Florida Statutes Chapter 175.351(1)(g) that any amount of Chapter 175 INSURANCE PREMIUM TAX DISTRIBUTIONS that exceed \$450,000 annually, shall be split between the parties at fifty percent (50%) of the overage, above \$450,000 being deposited into the Share Plan accounts of the members, with fifty percent (50%) of the overage, above \$450,000 being used to reduce the pension fund's unfunded liability, if any, and then to reduce the City's annual pension contribution.

The City and Union have mutually consented in accordance with Florida Statutes Chapter 175.351(1)(g) that the current excess funds of \$280,653 as of October 1, 2014 shall be split with fifty percent (50%) of such amount to be used to initially fund the Share Plan required by the State and in compliance with Article 36 of the 2015-2018 Collective Bargaining Agreement between the Deltona Professional Firefighters IAFF 2913 and the City of Deltona, with fifty percent (50%) of such amount to be used to reduce the City's unfunded liability under the pension plan.

For the City:

For the Union:

Doc Dougherty  
City Manager, City of Deltona

Date

Brandon Brower  
President IAFF Local 2913

Date



## **Appendix B**

### **Memo of Understanding Between City of Deltona ("City") and Deltona Professional Firefighters Local 2913 Firefighters ("Union")**

The City and Union agree that Chapter 175 premium tax revenues will be used in accordance with the Mutual Consent Acknowledgment signed by the parties on October 1, 2015.

A share plan, in accordance with the mutual consent acknowledgment will be created to implement the provisions of Chapter 175 Florida Statutes as amended by Chapter 2015-39, Laws of Florida to be funded solely with Chapter 175 Premium Tax revenues. Section 175.351 (6) requires that a defined contribution plan component (share plan) be established within the pension plan. Initial funding for the share plan shall be in accordance with the mutual consent acknowledgment.

The mechanics of the share plan shall be established within the pension plan as follows:

- A. For accounting purposes, an individual share account shall be established for each active member, excluding DROP. By definition an active member is a member who is currently making a monthly contribution to the pension plan. The plan shall account for each member's share account balance as provided herein.
- B. The initial allocation of the excess state monies reserve shall be made to the share accounts of eligible members based on the credited service of each eligible member. Each eligible member shall receive an initial allocation equal to the total months of credited service of all eligible members divided by the total months of credited service of the individual member.
- C. In future years in which there are available funds, each eligible member shall receive an equal share of the available funds, less administrative expenses, deposited into his/her share account.
- D. On January 1 of each year, share accounts shall be credited with interest at an annual rate equal to the market rate of return on pension fund investments for the preceding year.
- E. Available funds and share account balances shall be comingled with pension fund assets for investment purposes, and invested by the board of trustees with other pension fund assets.
- F. The plan administrator shall provide an annual statement to the board of trustees and each share plan member on or before March 1 of each year showing each member's individual share account balance and the interest credited to the members account for that year.
- G. The expense of administering the share plan for the preceding plan year shall be

determined by the board of trustees and charged against the available funds received for that year, before allocations are made to the member share accounts.

- H. A member's share account shall be distributed to the member within 60 days following retirement. All or any portion of a members share account distribution may
  - i. *Be rolled over to an IRA or other qualified plan in accordance with the International Revenue Code.* If a member dies before retirement, the members share account balance on the date of death shall be distributed to the member's designated beneficiary(ies).
  - I. In the event a share plan member separates from City Employment before attaining years of credited service, or separates from the City employment after attaining 10 years of credited service but elects to receive a refund of member contributions in lieu of any benefit from the plan, the member shall forfeit his/her share account balance,
    - i. and the forfeited account balance shall be used to reduce the city's annual pension contribution.

For the City:

For the Union:

Doc Dougherty  
City Manager, City of Deltona

Date

Brandon Brower  
President IAFF Local 2913

Date

## Appendix C

### 9.8 Educational Incentives and Benefits.

The City may, within available funds and budgetary restraints, reimburse up to one hundred percent (100%) of the costs of tuition and books incurred by an employee taking approved courses of instruction in pursuit of an approved degree or diploma at an approved educational institution. Reimbursement is limited to \$5,000 for classes taken per fiscal year (Reimbursements will be paid to the employee on a quarterly basis) or as indicated by the collective bargaining agreement and is subject to available funding of the benefit as determined by the City Manager as well as the following:

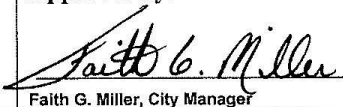
- A. The course is approved as part of a program for an institutional degree.
- B. There is no duplicate payment for the same course. If the course is reimbursable through some other source, the provisions of the City's educational incentives program do not apply.
- C. Requirements to obtain these benefits are:
  - a. Full-time employment with the City for at least twelve (12) months prior to an employee being eligible to apply for educational benefits.
  - b. The educational training may be at the community college or university level.
  - c. Any employee interested in educational benefits must turn in to the Department Director a "Request for Educational Assistance Funds" form prior to the start of the course(s). The form requires information concerning course content, costs and dates of attendance.
  - d. Employees will use off-duty time to attend any course of instruction not required by the City as a part of any in-service training program.
  - e. Within the fiscal budget year limit, the City may pay the actual costs (tuition and books) for the employee attending courses based on the attainment of a grade of "B", or "satisfactory/passing" completion of courses that are not letter graded.
  - f. In order to qualify for reimbursement, all courses attended **must be approved in advance** by the City Manager and must be contributory to the long-range value of

the employee to the City.

- g. After successful completion of the course(s), the employee must provide the HR Director with original receipts for all tuition and book costs, and a copy of the final grade, certification, or degree in order to receive reimbursement.
- h. An employee using the educational reimbursement program will reimburse the City for tuition and book expenses in the event he/she does not remain employed with the City for one (1) full year after completion of the course(s).

## Appendix D

### Drug Free Work Policy

<b>CITY OF DELTONA</b>			
<b>ADMINISTRATIVE POLICY AND PROCEDURE</b>			
<b>EFFECTIVE DATE</b> 07-01-11	<b>POLICY NUMBER</b> CW08-07	<b>PAGE NUMBER</b> 1 of 20	<b>SUPERSEDES POLICY DATED:</b> 03-01-07; 06-01-08; 11-04-09
<b>Subject: Drug Free Workplace - Drug &amp; Alcohol Abuse Policy</b>		<b>Approved by:</b>  Faith G. Miller, City Manager	
		<b>Date</b> 7/1/11	
<p>The City of Deltona is a "Drug Free Workplace" as defined in Florida Statutes, Chapters 112 and 440 and Florida Administrative Code, Chapter 59A.</p> <p>It is the City of Deltona's intent to provide its employees, citizens, visitors and environment with a safe and healthful workplace, free from the negative effects associated with drug/alcohol use or dependence.</p> <p><b>1.01 PURPOSE &amp; SCOPE</b></p> <p>A. The City of Deltona is committed to providing a safe work environment; fostering the well being and health of its employees and maintaining a Drug Free Workplace Program to promote a drug free work place.</p> <p>This program is intended to comply with the Drug Free Workplace Program requirements set forth in the Drug Free Workplace Act of 1988, in §440.101-440.102, F.S. and Rules 59A-24 F.A.C. (Florida Administrative Code). State and/or Federal laws and regulations may subject certain employees to additional drug testing requirements. Any employee who violates the program is subject to disciplinary action up to and including termination.</p> <p>B. This policy applies to applicants for employment and to City employees in all classifications, at all locations, with the exception of Firefighters who are covered by the policy in the current collective bargaining agreement.</p> <p>C. The policies and procedures set forth in the City's Drug Free Workplace and Alcohol Policy constitute statements on policy only and are not to be interpreted as a contract of employment between the City and any of its employees. The City reserves the right to change, modify or delete any of the Program's provisions and policies, at any time, with or without prior notice. The policies contained in this Drug Free Workplace Program supersede all prior City policies on substance abuse.</p> <p><b>1.02 POLICY</b></p> <p>A. <u>Illegal controlled substances</u>. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.</p> <p>B. <u>Alcohol abuse</u>. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or</p>			

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being transported in City vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

- C. The City will not permit any employee to report to work, or to perform his or her duties, under the influence of illegal or illegally obtained drugs or while under the influence of alcohol. In addition, the City shall remove a CDL driver from all safety-sensitive work under the following condition: a breath alcohol test result that is equal to or greater than .02 but less than .04. The employee shall not return to safety-sensitive functions until:

- (1) The employee's alcohol concentration measures less than 0.02; or
- (2) The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

- D. It is against City policy to report to work, or work, under the influence of prescription drugs that result in an employee being unable to perform the essential functions of his/her job or which result in a direct threat to the health or safety of the employee or others in the workplace. Any employee, who is taking such a prescription drug which may affect his /her ability to work, must advise his/her supervisor before reporting to work under such medication. The supervisor receiving this information will notify the Risk Manager of such information so the following can be determined:

1. If the City determines that such prescription use does not pose a direct threat to the employee, or others in the workplace, or does not result in the employee being unable to perform the essential functions of his/her job, the employee may be permitted to work. If a City selected physician indicates in writing that such use creates a direct threat to the health or safety of the employee or other employees in the workplace or impairs the employee's ability to perform the essential functions of his/her job which cannot be reasonably accommodated, the City may temporarily reassign the employee or direct the employee to take medical leave during the period of treatment.
2. Improper use of "prescription drugs" is prohibited and will result in disciplinary action up to and including termination. The use of prescription medicine not prescribed to the employee is deemed improper use. Prescription medication must be kept in its original container if such medication is taken during work hours or on City property.

- E. All applicants and employees as condition of employment are required to sign the City of Deltona Drug Free Workplace Acknowledgement of Receipt, Understanding and Drug Screening Consent. By signing these forms you acknowledge that you have read, understand and have received a copy of the City's Drug Free Workplace Program. A consent form must also be signed. Signed copies of these forms will be maintained in the employee's personnel file in the HR Department.

- F. Employees arrested for an alcohol or drug-related incident must immediately notify his/her Department Director, Risk Manager and the HR Director of the arrest if the incident occurs under one or more of the following conditions:

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1. During scheduled working hours;
  2. While operating a City vehicle on City or personal business;
  3. While operating a personal vehicle on City business;
  4. When the employee's job description requires a valid Florida Driver's License;
  5. Anytime a possible violation of Section 1.02 (A) or (B) is involved, failure to notify the Department Director, Risk Manager and the HR Department will result in disciplinary action up to and including termination.
- G. Any employee who refuses to submit to a drug test may forfeit his/her eligibility for medical and indemnity benefits under the Florida Worker's Compensation law and the Division Drug Testing Rules. Such employee will be subject to disciplinary action up to and including termination of employment with the City and denial of unemployment benefits.
- H. It is the responsibility of City supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee may have a drug or alcohol problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. In addition, any supervisor observing behavior changes that negatively affect an employee's work performance may initiate a Supervisory Referral to EAP for the employee of concern. Notice of the Supervisory Referral will be provided to the City's HR Department. The EAP provider shall not transmit or otherwise, communicate any privileged information and communication between the counselor and employee, which shall remain strictly confidential. Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who has a substance abuse problem to seek help.
- I. It is a condition of employment to abide by the terms of the City's Drug Free Workplace Program. Any employee who violates the program is subject to disciplinary action up to and including termination, as provided in Section 1.08.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer help to those who need it, while sending a clear message that illegal use of drugs and the abuse of alcohol are incompatible with employment with the City of Deltona.

#### **1.03 TYPES and PROCESS OF TESTING**

##### **A. Applicant Testing**

All job applicants offered a position with the City shall be subject to either a pre or post employment offer drug/alcohol testing as a prerequisite to employment or continuation of employment with the City. It is the obligation of the job applicant to notify the approved testing facility of any controlled substances prescribed for the job applicant by a physician or dentist.

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All job applicants offered a position with the City must take and pass a drug/alcohol screening. Any successful applicant who refuses to be drug tested will not be considered for employment. Successful applicants who take a post offer test and fail or refuse to take such a test will be terminated.

#### **B. Commercial Drivers License Random Testing:**

Employees maintaining a commercial drivers license (CDL) used in the performance of City business will be subject to random drug and alcohol testing pursuant to Federal Regulation 49 CFR Parts 40 and 655 testing. Employees selected for random testing shall be chosen using a scientifically valid random selection process applied to the pool of CDL drivers employed by the City and maintaining a CDL for the purpose of City business. Due to the randomness of the selection process any specific employee may or may not be chosen several times consecutively as selection to any testing does not eliminate the employee from returning to the CDL pool for future selections. Notice of selection will be announced with no forewarning and the selected employees shall immediately report to a specified location at a specific date and time.

#### **C. Post Accident Testing for Alcohol/ Illegal Controlled Substances – Classes of Employees/Circumstances, Subject to applicable law:**

##### **1. Employees in Special Risk and Safety Sensitive Positions.**

- a. Special risk employees include all firefighter EMTs and firefighter paramedics regardless of his/her rank.
- b. Safety sensitive employees include all employees in all classifications who perform work during which impairment could pose a threat to co-workers, the public, City property or the environment. Examples of a safety-sensitive employee include, but is not limited to, employees required to have and maintain a CDL license, employees who operate a motor vehicle for City business, employees operating dangerous machinery or heavy equipment, employees working with medium to high voltage electricity, employees performing work which requires confined space entry, trenching and shoring, employees required to wear respirators and employees working at water/wastewater/solid waste handling and disposal facilities. It is anticipated that designation as a safety-sensitive employee will apply to an extraordinary majority of City employees who work in field operations or at water/wastewater/solid waste handling and disposal facilities.
- c. Other employees who are considered special risk or safety sensitive shall be notified of said status.
- d. Special Risk and Safety-Sensitive applicants and employees are subject to testing on the same basis as other employees under Section 1.03 (C)(2), except no reasonable suspicion is required for testing such employees for alcohol/illegal controlled substances:



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- i. When involved in any accident that results in any personal injury, including any one that becomes a Worker's Comp claim or property damage occurs
- ii. As otherwise allowed or required by law, including CDL random drug testing.

#### 2. Non-Safety Sensitive

Non safety-sensitive employees are those employees who do not perform any function that meets the definition of safety-sensitive as described in 1.03 (C) (1) (b). Examples of non safety sensitive employees are, but not limited to, employees who primarily perform administrative and clerical work and do not operate a motor vehicle for City business. Employees in this category are subject to post accident drug and alcohol testing as described in the next subsection.

#### 3. Circumstances for Drug and Alcohol Testing

Employees going to a drug/alcohol testing site will be transported to that site by a supervisor. The supervisor does not have to be a direct report or work in the same section or department but any employee holding a higher level position in the organization. In the event no supervisor is available personnel from Risk Management or HR may be requested to perform this duty.

- a. **Post Accident** - When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the City's equipment or vehicles at any time where in the opinion of the Risk Manager the employee was at fault or the employee's conduct contributed to the accident. Under no circumstance will an employee undergoing drug and/or alcohol testing return to any safety-sensitive job until the testing results are reported to the City. The employee may be assigned to a temporary non safety-sensitive job or placed on leave until the results are received by the City.

i. **Drug and Alcohol Field Screening** – The City has the capability of performing rapid, in-situ field screening for drugs and alcohol. This process may only be conducted by trained, authorized managerial employees. The subject employee must agree to participate in the program. There is a specific procedure for conducting the field screening, "Field Screening Procedure, revised 10/22/09". Negative results will immediately return the employee back to work; positive results will require the subject employee to be transported to a certified drug and alcohol testing facility for verification and in accordance with this policy. **Note:** this method of drug and alcohol screening cannot be used for an accident defined by USDOT, 49CFR Part 382.303 as a CDL accident – involving a commercial motor vehicle the driver of which is cited and (1) a vehicle involved is disabled and towed away, or (2) a person involved needing offsite medical treatment, or (3) any fatality resulting from the incident.

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- b. **Reasonable Suspicion** - When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more employees, supervisors or managers that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and particular facts and reasonable inferences drawn from those facts in light of experience. Such finds must be documented on the "Reasonable Suspicion Testing Form". A copy of this form will be retained in a confidential file held by the HR Department for at least twelve (12) months.

Among other things, such facts and inferences may be based upon:

- i. Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- ii. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- iii. A report of drug use;
- iv. Evidence that an individual has tampered with a drug test during his employment with the City;
- v. Information that an employee has caused, contributed to, or been involved in an accident while at work;
- vi. Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs;
- vii. Frequent absences from work without a satisfactory explanation.

#### D. Follow-Up Testing

1. If in the course of employment, an employee enters an Employee Assistance Program for drug-related problems, or an alcohol or drug rehabilitation program, and returns to work after successfully completing the program, the employee must submit to drug and/or alcohol testing as a follow up to such program on a minimum semi-annual basis for at least two (2) years. An executed "Agreement for Continued Employment with the City of Deltona" must be in place.
2. The HR Department will schedule the testing and will not provide advance notice as to when the testing is to occur.
3. In the event of a confirmed positive follow-up test, the employee will be terminated.

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#### **E. Routine Fitness for Duty**

A drug/alcohol test will be administered at all annual physicals that are job related and consistent with operational consideration for safety sensitive and special risk employees.

#### **F. Return-to-Duty**

Return-to-duty drug/alcohol testing may be required for an employee who has:

1. returned to work after being absent for 30 calendar days or more,
2. a CDL license as a requirement of the job and has been suspended, with or without pay, following an alcohol test with a concentration  $\geq .02$  but less than  $.04$ . Upon returning to work, the employee is required to have another alcohol screening. Should the test results be  $> .02$ , the employee will be terminated.

### **1.04 CONDITIONS OF TESTING**

#### **A. Confidentiality**

Pursuant to State of Florida Statutes, Chapter 440.102 (8), all information, interviews, reports, statements, memoranda and drug/alcohol test results, written or otherwise, received by the City of Deltona in conjunction with its Drug/alcohol Testing Program, are considered confidential communications exempt from the provisions of s.119.07 and will not be disclosed or released, except as authorized pursuant to state and federal law or regulations or written consent by the person tested.

#### **B. Drug/alcohol Screening Consent Form**

The execution of an "Awareness Acknowledgment and Drug/alcohol Screening Consent" will be required of each applicant/employee submitting to a drug/alcohol test. Refusal to execute this consent will result in disqualification for further employment consideration, or will result in disciplinary action up to and including termination of employment with the City.

### **1.05 TESTING PROCEDURES**

#### **A. Transportation**

Transportation of an employee for the purpose of post accident drug and alcohol testing shall be performed by a supervisory employee. Under no circumstance is an employee permitted to transport himself/herself to the collection facility. Transportation of an employee determined to be visibly or otherwise impaired will be arranged by the Department Director or designee or HR Director. Under no circumstances will an impaired employee be permitted to drive, or be

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permitted to work. If, in the opinion of the Department Director or Supervisor, corroborated by another Department Director, Supervisor or the HR Director, an employee is determined to be impaired, arrangements will be made to transport the employee to his/her home. If the employee insists on driving, the employee will be told that the police will be notified or called in to assist in the escort of the employee from the premises. After normal laboratory hours, the employee will be taken to another designated after-hours collection site.

#### **B. Substances Tested For:**

Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:

1. Amphetamines
2. Barbiturates
3. Benzodiazepines
4. Cannabinoids (marijuana)
5. Cocaine
6. Methadone
7. Methaqualone
8. Opiates (heroin, morphine, codeine)
9. Phencyclidine (pcp)
10. Propoxyphene

#### **C. Licensed Laboratory, Collection Site(s)**

The collection site person will require the employee being tested to present a photo ID, for identification purposes. If the employee does not have proper ID, the collection site person will contact the designated agency authority who can positively attest to the identity of the employee.

All drug/alcohol testing will be conducted by a City designated facility that is licensed by the Department of Health and Human Services or the Agency for Health Care Administration (AHCA). The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, transfer and storage. The initial and confirmation tests will include testing for all drugs at the specified cut-off levels according to §59A-

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24 F.A.C. The City retains the right to change or add collection sites and laboratories.

**Collection Sites:**

After hours, Post Offer, On-the-job Accident or Injury collection sites:  
Florida Hospital CentraCare  
4451 W. First Street, Sanford, FL 32771  
(Central Florida Regional deleted)

**Laboratory:**

Quest Diagnostics Laboratories (DHHS Certified)  
3175 Presidential Drive, Atlanta, GA. 30340

**D. Reporting Medication Which May Alter or Affect a Drug Test Result**

An applicant or employee will be given the opportunity by the testing facility and the Medical Review Officer (MRO) for the collection facility to report the use of any prescription drugs or over the counter medications that may affect the results of the test both before and after the test.

**E. Cost of Testing**

The City will pay the costs of initial and confirmation drug testing that it requires of both job applicants and employees. Applicants and employees will pay the cost of any additional drug testing not required by the City.

**F. Collection Site and Laboratory Analysis Procedures**

**1. Collection Site Personnel – A specimen for a drug test will be taken or collected by:**

- a. A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment; or
- b. A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.

**2. Testing Laboratory**

- a. The laboratory used to analyze initial or confirmation drug specimens will be licensed and approved by the State of Florida, Agency for Health Care Administration, using criteria established by the Department of Health and Human Services, or a laboratory certified by the Department of Health and Human Services. The State of Florida, Agency for Health Care Administration has published Drug Free Workplace Standards, §59A-24, F.A.C. (Florida Administrative Code) that must be followed by laboratories.

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- b. All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, re-testing, storage of specimens, instruments calibration and reporting of results will be in accordance with state laws and rules established by the Agency for Health Care Administration and/or the Department of Health and Human Services.
- c. The laboratory will provide assistance to the employee or job applicant for the purpose of interpreting any positive confirmed test results.

**1.06 REVIEW OF TEST RESULTS**

**A. Medical Review Officer (MRO)**

The City of Deltona has engaged licensed physicians, through contractual arrangement with the collection sites provider, as Medical Review Officers. The MRO is responsible for receiving and reviewing all confirmed test results from the testing laboratory. The MRO is also responsible for contacting all positively tested donors to inquire about possible prescriptive or over-the-counter medicines that could have caused a positive test result. In addition, the MRO shall explain the retention of a split-sample and the permissible conditions and time frames under which the donor may have this split-sample analyzed at another ACHA laboratory at the donor's expense. Names, addresses and telephone numbers of our MRO are available at the HR office.

**B. Reporting Results & Notice to Donor**

**1. Negative Results**

- a. Pre and Post Employment Testing - The testing laboratory will report all negative drug test results to the MRO immediately, and must provide the MRO quantification of the test results upon request. Immediately thereafter the MRO will advise the City's Human Resources Department of the results.
- b. Immediately after receipt of a negative test result from the MRO, the City's Human Resources Department will inform the donor and Department Director.
- c. Post Accident and CDL Random Testing - The testing laboratory will report all negative drug test results to the MRO immediately, and must provide the MRO quantification of the test results upon request. Immediately thereafter the MRO will advise the City's Risk Manager of the results.
- d. Immediately after receipt of a negative test result from the MRO, the City's Risk Manager will inform the donor and the donor's supervisor and/or Department Director.

**1. Positive Results**

- a. Pre and Post Employment Testing - The testing laboratory will report all positive drug test

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results to the MRO immediately, and must provide the MRO quantification of the test results upon request. Immediately thereafter the MRO will advise the City's Human Resources Department of the results.

- b. Post Accident and CDL Random Testing - The testing laboratory will report all positive drug test results to the MRO immediately, and must provide the MRO quantification of the test results upon request. Immediately thereafter the MRO will advise the City's Risk Manager of the results.
- c. Immediately after receipt of a positive test result from the MRO, in accordance with Section 1.06 (B)(2)(b), the City's Human Resources Director or Risk Manager will inform the donor and the donor's Department Director or supervisor, if the Director is not readily available, so the subject employee may be removed from safety-sensitive work.
- d. The Human Resources Director or his designee or Risk Manager will notify the applicant/employee of a confirmed positive test result from the laboratory and give the applicant/employee the opportunity to explain the results to them.
- e. All initial test results of employees will be confirmed as provided by the Florida Workers' Compensation Law and the Division Drug Testing Rules §59A-24 F.A.C., et seq. A confirmation test is a second analytical test to identify the presence of a drug.
- f. Additionally, the donor may, within five (5) working days, from the date of notification, explain or contest the positive test result with the MRO and submit information to the MRO explaining or contesting the test result.

#### **1.07 CHALLENGES TO TEST RESULTS**

- A. The donor may, within five (5) working days after receiving notice of a confirmed positive test result, submit information to the City's HR Director and Risk Manager explaining or contesting the test result(s).
- B. If the employee's explanation or challenge of a confirmed positive test result is deemed unsatisfactory by the City's HR Director and Risk Manager, the HR Department will notify the employee.
- C. When an employee is disciplined as a result of a positive drug test, the employee may contest the validity of the test in addition to the disciplinary action pursuant to the grievance process in an applicable collective bargaining agreement or complaint procedure contained in the City's Personnel Policies and Procedures Manual, but not both.
- D. The donor may contest the drug test results pursuant to applicable law or to the rules adopted by the AHCA. It is the donor's responsibility to notify the lab of any administrative or civil action brought.



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- E. The donor, after written notice of a positive test result, shall be permitted by the employer to have a portion of the collected specimen retested at a AHCA licensed and approved laboratory of his/her choosing and at the donor's cost. Notice of this action must be given to the HR Department and reasonable time shall be allowed to return the results before conducting a hearing regarding any disciplinary action; however, the time frame in section 1.07 A. remains in effect. **Note:** For CDL testing this must be accomplished within 3 days of notice of positive result.

#### **1.08 CONSEQUENCES OF POSITIVE TEST RESULTS/DISCIPLINARY ACTION**

##### **A. Job Applicants**

If the results of a post-offer drug test are confirmed positive, the job applicant will be disqualified from further employment consideration and may not be allowed to reapply for a period of six (6) months.

##### **B. Employees**

Employees who violate Section 1.02 (A, B, C, D, E or F) or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time or to have violated the City's Drug/Alcohol Abuse Policy, shall be subject to disciplinary action as provided below:

1. The City reserves the right to suspend an employee with or without pay pending the results of a drug/alcohol test or the outcome of an investigation related to a violation of the City's Drug Free Workplace and Alcohol Policy.
2. Any non-safety sensitive or non-special risk employee, whose test results are confirmed positive, will be subject to disciplinary action up to and including termination.
3. Any employee who is terminated on the basis of a confirmed positive test may forfeit his or her eligibility for all workers' compensation, medical and indemnity benefits, as well as unemployment compensation benefits. Any City group health insurance in effect may not cover injuries sustained in the course and scope of employment.
4. An employee in a special risk (firefighter of any rank) or safety-sensitive position, as defined in 1.03 (C)(1)(b), who violates Section 1.02 (A) will be discharged for the first positive result if the drug confirmed is an illicit drug under F.S. Chapter 893 or any other applicable law.
5. If an employee violates Section 1.02 (B) involving alcohol abuse he/she may be subject to disciplinary action up to and including termination. If an employee is permitted to enter a employee assistance program in lieu of termination, the City may place the employee on leave without pay while the employee is participating in the program. However, the employee will be



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permitted utilize accumulated vacation and sick pay during the leave.

6. In the event that the City, at its discretion, permits an employee to enter an Employee Assistance Program (EAP) or drug rehabilitation program, the employee may be suspended without pay after signing an "Agreement for Continued Employment" with the City. During this suspension period the employee will report to the Employee Assistance Program (EAP) provider or other rehabilitation program and follow whatever advice is prescribed. After furnishing proof that the employee has successfully followed the advice for treatment, the employee will be re-tested as provided in Section 1.03 (D). If the employee's tests are clear, the employee will be permitted to return to work; provided work is available that the employee is qualified to perform. If the employee should test positive or fail to follow the advice for treatment of the EAP, or fail to sign the agreement, he/she will be subject to immediate termination. In the event of a second confirmed positive test, the employee will be terminated.
7. Any supervisor or employee, who, in good faith, reports an alleged violation of this policy will not be harassed, retaliated against or discriminated against in any way.

#### **1.09 VOLUNTARY TREATMENT OPTIONS**

- A. The City supports a sound treatment effort. No employee will be retaliated against for voluntarily seeking assistance for problems related to drug/alcohol use and/or abuse; however seeking such assistance does not excuse unsatisfactory attendance and job performance as directed by the City. It is the City's desire that individuals will be allowed to address and resolve any drug and/or alcohol problem on a confidential basis.
- B. In order to afford an effective means of helping employees cope with substance abuse which may be interfering with his/her job performance, the City of Deltona has contracted with an Employee Assistance Program provider which offers our employees and their families substance abuse treatment and rehabilitation services. Pertinent information regarding these services is available by contacting our current EAP provider or by contacting the City's Human Resources Office.
- C. Confidential EAP Participation-Voluntary and Confidential Employee Submission  
  
Should an employee realize that he or she has developed a dependence on drugs, alcohol or any controlled substance, he or she is advised to seek trained, professional assistance immediately. Employees are encouraged to seek rehabilitation voluntarily, to address and resolve any drug and alcohol-related problems on a confidential basis without City involvement. All employees, however, who enter a voluntary rehabilitation program, must inform the City for the purpose of determining whether or not it is appropriate for the employee to remain on the job, particularly safety-sensitive or special risk positions, as provided in the Union Contract, or a temporary assignment to a non safety-sensitive position is possible. The City may require the conditions of (D) (1) (a), (b) and (c), or (D) (2) to be met.
- D. Employees who report Substance Abuse to the City

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**1. Non-Safety Sensitive / Non-Special Risk Employees**

Unless the City determines that the employee's condition or rehabilitation activities are such that he/she may continue to work in his/her or another position either full-time or part-time during the rehabilitation process, a non-safety sensitive or non-special risk employee who voluntarily reports a substance abuse problem to management may be permitted to take leave without pay, in order to obtain substance abuse rehabilitation and may use accrued leaves normally available to employees.

Such a leave is conditioned upon the employee:

- (a) signing the "Agreement for Continued Employment",
- (b) actually enrolling in a rehabilitation program, and
- (c) providing the City with written verification from the program's counselors on a weekly basis that the employee has, in fact, enrolled and is, in fact, successfully participating in the program.

**2. Safety Sensitive / Special Risk Employees**

If an employee in a special risk or safety-sensitive position voluntarily enters or is directed to enter a rehabilitation program, the employee will not be allowed to continue to work in any special risk or safety-sensitive position until satisfactory completion. The City may transfer the employee to another position or place the employee on leave while he/she is participating in the program. The employee will be permitted to use any accumulated accrued leave if placed on leave without pay.

Such a leave is conditioned upon the employee:

- (a) signing the "Agreement for Continued Employment",
- (b) actually enrolling in a rehabilitation program, and
- (c) providing the City with written verification from the program's counselors on a weekly basis that the employee has, in fact, enrolled and is successfully participating in the program.

E. Participation in any evaluation, treatment, or counseling program will be at the employee's expense, unless the employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits. An employee who needs evaluation or treatment should refer to the City's FMLA leave policy if eligible for such leave.

F. If the employee presents written proof that he/she has successfully completed the program within the time prescribed, he/she will be eligible to return to work with the City of Deltona. The employee will undergo follow-up testing as provided in Section 1.03 (D) above.

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G. Other than as required by law, this policy does not require the City to hold any position open nor create a position for employees who successfully complete drug rehabilitation counseling.

H. Nothing in this policy is to be construed as an obligation upon the City to provide, or to pay for, substance abuse counseling except to the extent it may, from time to time, be available to participating employees as part of the City's fringe benefit package or if otherwise required by law.

#### **1.10 DRUG FREE WORKPLACE AWARENESS/EDUCATION PROGRAM**

A. The City will display and distribute a copy of the City's Drug Free Workplace Program, and notice of drug testing on vacancy announcements.

B. Prior to testing, all employees and applicants for employment will be given: (1) a copy of the Drug Free Workplace Policy, (2) a list of drugs that may alter or affect a drug test, (3) a list of local Employee Assistance Programs and (4) a list of local alcohol and drug rehabilitation programs.

A notice of our drug testing policy will also be posted on the official bulletin boards at the employee's worksite and copies of the policy will be made available, during the regular business hours of the City of Deltona HR office, for inspection by the general public.

#### **1.11 INVESTIGATION**

A. Because our primary concern is the safety and welfare of our employees and the public, and their working environment, the City may or may not prosecute in matters involving illegal substances depending on the impact to the efficient operation of the City government. The City will turn all confiscated drugs over to the proper law enforcement authorities. Further, the City reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.

B. Any investigation into the activities of a certified firefighter must be in accordance with the provisions of §112.80 – 112.84 F.S.

#### **1.12 REPORTING VIOLATION(S) OF THE POLICY**

A. Reporting Violations: It is the obligation of every employee of the City to report violations of the City's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including discharge.

B. Good Faith Reports: Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies or truthfully participates in an investigation, or any supervisory or managerial employee who investigates or takes action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated

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against, or discriminated against in any manner.

- C. Bad Faith Claims: Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

**1.13 REPORTING AND CONVICTION OF ALLEGED CRIMES INCLUDING DRUGS OR ALCOHOL**

- A. All employees must report to the HR department and his/her supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law not later than the next day after they become aware of it. Failure to so report may result in immediate termination.
- B. Upon conviction of a crime of any degree involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the City may at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's drug and/or alcohol policy. If, in the opinion of the City Manager in consultation with the City's Risk Manager and HR Director, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee.

**1.14 EMPLOYEE RIGHTS**

In addition to other rights provided elsewhere in this Policy, Employees shall have the following rights:

When testing to determine the presence of alcohol/illegal controlled substances:

1. Employees and job applicants have the right to consult with the testing laboratory and/or MRO for technical information regarding prescription and non-prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
2. All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis unless otherwise required or allowed by applicable law.
3. For tests under Section 1.03 (C)(3) (b), the Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test.

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4. Employee may upon his request have a representative present at said meeting; however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the City that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test will result in disciplinary action as provided in Section 1.08.
5. If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a union representative.
6. Prior to the collection of samples, the employee may request an opportunity to admit alcohol/drug dependence or use, and seek EAP assistance. Rehabilitation resulting from EAP will follow the requirements of Section 1.09 (D).
7. Upon commencement of sample collection, e.g., deposition of a specimen into a collection vessel, exhalation through a breathalyzer or administration of a brow swipe, the opportunity for admission of drug/ alcohol use or dependence and enter an EAP has expired.

#### **1.15 CONCLUSION**

It is in the best interest of the City of Deltona to maintain a workplace that is free from the presence of alcohol and drugs and free from the impairments associated with alcohol and drug use and/or abuse.

Our concerns with respect to employee safety and health, product quality, and integrity and security of our equipment and workplace require that we take an active approach to maintain a safe, healthy, drug and alcohol free work environment for all employees. In attaining, and furthering these goals, the City of Deltona has established a Drug Free Workplace and Alcohol Abuse Program that is intended to comply with the Drug Free Workplace Program requirements under §440.101-440.102 F.S. and implementing regulation (59A-24.001 et seq., F.A.C.) promulgated by the State of Florida, Agency for Health Care Administration (AHCA).

#### **1.16 DEFINITIONS**

For the purposes of this program, unless the context requires otherwise, the following words are defined as indicated.

**Alcohol or Alcoholic Beverages** – beer, wine, and all forms of substances containing ethyl alcohol.

**Criminal Conviction** – a finding of guilt (including a plea of nolo contendere) or imposition of sentence, fine, or probation, by any judicial body charged with the responsibility of determining violations of criminal drug statutes.

**Criminal Drug Law** – a criminal law involving the manufacture, distribution, dispensation, sale,

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consumption, possession or usage of any drug or alcohol.

**Chain of Custody** – the methodology of tracking specified materials or substances, for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each state of handling, testing, and storing of specimens and reporting of test results.

**"Confirmation Test", "Confirmed Test", or "Confirmed Drug Test"** – a second analytical procedure used to identify the presence of a specified drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

**Drug** – illegal drugs, prescription drugs, and legal non-prescription drugs or over-the-counter drugs that alter mood, consciousness or coordination.

**Drug Rehabilitation Program** – service provider established pursuant to §397.311 (28) F.S., that provides confidential, timely, and expert identification, assessment and resolution of employee drug abuse.

**"Drug Test" or "Test"** – any chemical, biological, or physical instrumental analysis administered by a laboratory certified by the U.S. Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence/absence of a drug or its metabolites.

**Employee** – a person working for salary, wages or other remuneration for any employer. Any regular, part time or temporary employee of the City is included in this definition. In addition, any volunteer covered under §440.02 (15)(d)(6) F.S..

**Employee Assistance Program (EAP)** – an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an EAP provides diagnosis and treatment services, these services will in all cases be provided by service providers pursuant to §397.311 (28) F.S.,

**Incident Report** – the report of an occurrence involving an employee's action or lack of action considered by a supervisor necessary to be documented includes any violation of a department rule.

**Initial Drug Test** – a sensitive, rapid and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the U.S. Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

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**Illegal Drug** – any drug or controlled substance, the possession of, sale, or consumption of which is illegal, under federal, state, or municipal law or which is legally obtainable but has been obtained illegally or **without proper prescription**.

**Impaired** – an employee is deemed impaired if the employee, while on or off duty, has taken a drink of an alcoholic liquor or beverage or consumed or ingested a drug which affects the employee while on duty, so in the slightest degree the employee is less able either mentally or physically or both, to exercise clear judgment or perform in a competent manner the assigned duties and tasks.

**Medical Review Officer (MRO)** – a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

**Objective** – treating facts without distortion.

**On Duty** – any time during which an employee is on duty as an employee of the City of Deltona, on controlled on-call status, on a meal or other work break, operating City equipment or acting as a City representative in an official capacity.

**Prescription or Nonprescription Medication** – a drug or medication obtained pursuant to a prescription as defined by §893.02 F.S. or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments or injuries.

**Random Testing** – the drug and alcohol testing of employees selected for such testing through a scientifically valid random selection process; for CDL drivers, pursuant to 49 CFR Part 655.

**Reasonable Suspicion Drug Testing** – drug testing based on a belief that an employee is using or has used drugs in violation of the City's policy drawn for specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inference may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug. This will include but not be limited to: An employee's exhibition of other characteristic symptoms or drug or alcohol use (i.e. glassing or bloodshot eyes, odor of an alcoholic beverage or marijuana on the breath, slurred speech, poor coordination and/or reflexes, inordinate mood swings, difficulty in concentrating).
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.



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3. A documented report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his/her employment.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on the City's premises or while operating the City's vehicle, machinery or equipment.

**Safety-Sensitive Position** – a position in which an alcohol/ drug impairment constitutes an immediate and direct threat to co-workers, the public, City property or the environment. Examples of a safety-sensitive employee include, but is not limited to, employees required to have and maintain a CDL license, employees who operate a motor vehicle for City business, employees operating dangerous machinery or heavy equipment, employees working with medium to high voltage, employees performing work which requires confined space entry, trenching and shoring, employees required to wear respirators and employees working at water/wastewater/solid waste handling and disposal facilities. It is anticipated that designation as a safety-sensitive employee will apply to an extraordinary majority of City employees who work in field operations or at water/wastewater/solid waste handling and disposal facilities.

**Special Risk Position** – a position that is required to be filled by a person who is certified under §633 or §943, F.S. Special Risk positions with the City include firefighter of any rank and police officer.

**Specimen** – tissue, hair or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

**Supervisor** – one who has the oversight and charge of some place, institution, department, organization, etc. with the authority to direct employee action.

**Technical Assistance** – required assistance by the MRO to the City, the employee and/or the applicant, with regard to drug testing.



Appendix E  
Memorandum of Understanding  
Between City and Deltona Professional Fire Fighters, IAFF Local 2913 dated December 14,  
2020.

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into this 14<sup>th</sup> day of December, 2020, by and between the CITY OF DELTONA (hereinafter referred to as "City"), and DELTONA PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL 2913 (hereinafter referred to as "Union")

WHEREAS, the CITY and UNION are parties to a collective bargaining agreement ("CBA") with a term covering October 1, 2018 through September 30, 2022; and

WHEREAS, a dispute has arisen between the CITY and UNION regarding the language contained in Article 17 – Wages of the CBA, specifically as it relates to Sections 1 (c), 2 (c) and 6, and

WHEREAS, additionally the CITY and UNION have been engaged in discussions related to how the "transport monies" provided for in Article 44 – Educational Assistance Program, Section 2 (B) are to be utilized, and

WHEREAS, it is the desire of the CITY and the UNION to resolve each of these outstanding issues in a way that is fair and in such a way as to avoid protracted, grievances, expensive negotiation, arbitration or other forms of litigation:

NOW THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED, that the CITY and the UNION upon execution and ratification of this MOU agree to resolve the outstanding issues as listed above as follows:

**Article 17 – Wages**

1. The UNION agrees to extend the deadline for the CITY's completion of the wage and benefit study provided for in Article 17, Section 6 of the CBA until July 1, 2021 with the understanding that any wage increase (Delta) resulting from that wage and benefit study called for under the terms of the CBA shall be applied retroactively to employee base wage rates effective with the first full pay period following October 1, 2020.

Tentative Agreement CITY HKN Date 12/14/2020

Tentative Agreement UNION [Signature] Date 11/24/20

**Article 44 – Educational Assistance Program, Section 2 (B)**

2. The UNION and CITY agreed in Article 44 of the Collective Bargaining Agreement that \$100,000 of the transport fees per year (beginning with the 20/21 fiscal year) will go to the City's General Fund and the remainder to the Fire Department for education of bargaining unit members, department training and overtime for training on duty members. There was no cap on the additional funds being allocated to the Fire Department. As to any residual funds in the Transport Fee Account – these funds would carry forward to be a negotiating point in the next contract as to the percentage above \$100,000 going to the City's General Fund.
3.
  - a. 20% of the current accumulated transport funds (less funds that have already been distributed for training) shall be moved to an account to be utilized solely for additional –education–for bargaining unit members, department training and overtime or event pay (per the CBA) to cover bargaining unit members for training as approved by the Fire Chief and UNION.
  - b. \$150,000 of the current accumulated transport funds shall be utilized for the assistance of the development of a Fire Department training center in Deltona.
  - c. Up to \$75,000 of the current accumulated transport funds shall be utilized for sanitation equipment for Deltona transport units to increase safety levels for patients and bargaining unit members.

Tentative Agreement CITY



Date 12/14/2020

Tentative Agreement UNION



Date 1/24/21

- d. Up to \$120,000 of the transport funds per year (20/21 and 21/22) shall be set aside to off-set the CITY's costs associated with establishing and filling an EMS Assistant Chief job classification. These funds shall be made available to the City only after the Commission approves the establishment of the EMS Assistant Chief position. This job classification will serve to enhance the delivery of EMS services and will help streamline Deltona Fire Department transport delivery. Should this job classification not be established by September 30, 2022 then these funds shall be returned to the funds available for the education of bargaining unit members, department training and overtime or event pay to cover bargaining unit members for training as approved by the Fire Chief and Union.
- e. With the approval of this MOU, the City agrees to establish an EMS Quality Assurance position. Up to \$60,000 of the transport funds per year (20/21 and 21/22) shall be set aside to off-set the CITY's costs associated with establishing and filling an EMS Quality Assurance job classification. These funds shall be made available to the City only after the Commission approves the establishment of the EMS Quality Assurance position. This job classification will serve to enhance the delivery of EMS services and will also be responsible for assisting the City in applying for available state, federal and other Fire and EMS grant monies. Should this job classification not be established by September 30, 2022 then these funds shall be returned to the funds available for the education of bargaining unit members, department training and overtime or event pay to cover bargaining unit members for training as approved by the Fire Chief and Union.

4. The UNION and CITY agree to utilize any remaining accumulated transport monies AND future annual recurring monies derived via EMS transport fees as provided for under Article 44, Section 2 as follows:

Tentative Agreement CITY  Date 12/14/2020

Tentative Agreement UNION  Date 11/24/20

- a. Transport EMS funds can be utilized to fund the costs associated with sending up to three bargaining unit members to Paramedic training annually. This will be the first use of any future transport revenues received in accordance with Article 44, Section 2.
  - b. Annual transport revenues will be utilized to fund the costs associated with three additional Paramedic training programs per year.
  - c. Annual transport funds will be utilized to establish and fund an EMT IV program for current EMT bargaining unit members as established in the current CBA.
  - d. Effective with the first full pay period following October 1, 2020, the UNION and CITY to agree to establish an additional "rescue seat" incentive for bargaining unit members assigned to the transport units each shift. The "rescue seat" incentive shall be \$2.00 per hour for bargaining unit Paramedics assigned to the transport unit and \$1.00 per hour for bargaining unit EMTs assigned to the transport unit. This additional incentive shall be pensionable and shall be funded from current accumulated transport as well as future annual transport revenues.
5. It is the intent of the CITY and the UNION that the provisions of Paragraph 3 (b), 3 (d) and 3 (e) of this MOU be treated as a separate binding contract between the CITY and UNION that is entered into and that is enforceable outside the provisions of the current collective bargaining agreement. It is the intent of the parties that all other provisions outlined in this MOU shall be incorporated as a part of and shall be enforceable under the terms of the current collective bargaining agreement.
  6. Any transport funds remaining at the end of any fiscal year not utilized or allocated in accordance with this MOU shall remain in the Fire Department's transport fee account and shall be made available for future Fire Department expenditures, subject to future collective bargaining.

Tentative Agreement CITY  Date 12/14/2020

Tentative Agreement UNION  Date 11/24/20

**SIGNATURE PAGE**

**CITY OF DELTONA - CITY COMMISSION**

By: MAYOR



Dated: 12/14/2020

Date Ratified: 12/14/2020

**DELTONA PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL 2913**

By:



Dated: 3/12/21

Date Ratified: 1/18/21