

AGREEMENT
Between
The City Of Orlando



and

**The International Association
of Firefighters, Local 1365**



Communications Unit

**October 1, 2016 through
September 29, 2019**

City of Orlando – IAFF Communications
Tentative Agreement CLEAN COPY

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ARTICLE 1 RECOGNITION

This sub-section shall apply only to those employees in the classification: Emergency Communications Specialist I, II or III of the Orlando Fire Department. The City of Orlando recognizes the status of Local 1365, International Association of Firefighters, by virtue of Florida Statutes, Section 447.307 and its certification by the Florida Public Employees Relations Commission in Case No. RC-99-033, as the exclusive collective bargaining representative for all employees in the abovementioned classifications.

ARTICLE 2 MANAGEMENT RIGHTS

Article 2 of the Contract between the City of Orlando and IAFF Local 1365 for sworn Firefighters, Engineers and Lieutenants is incorporated herein by reference.

ARTICLE 3 PREVAILING RIGHTS

All rights, privileges and working conditions enjoyed by those employed as ECSI, ECSII or ECS III, which are not specifically included in this Agreement, shall remain in full force during the term of this Agreement unless changed by mutual consent in writing; provided, however, it is expressly understood that the City retains the right to terminate or amend such rights, privileges or working conditions for proper cause.

**ARTICLE 4
(INTENTIONALLY BLANK)**

**ARTICLE 5
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ARTICLE 6 PERSONNEL SERVICE

On occasion, employees are expected to perform certain duties outside of the Communications Center but which are pursuant to the effective operations of the Fire Department. Management shall not assign duties that are not related to Fire Department/Communication activities.

**ARTICLE 7
(INTENTIONALLY BLANK)**

ARTICLE 8 RULES AND REGULATIONS

- 8.1 Rules and Regulations for the purpose of this Agreement shall be defined as and include: Orlando Fire Department Rules and Regulations, General Orders, Special Orders, Technical and Procedural Information Recording systems, Directives, City Policy, Communication Division Policy and Procedures and any memorandum or other document affecting terms or conditions of employment.
- 8.2 Rules and Regulations in effect as of the effective date of this Agreement shall be the basis of proposed changes and additions to Department Rules and Regulations. Such proposed changes or additions in Rules and Regulations, which apply to members of the Bargaining Unit, shall be forwarded to the Union at least twenty (20) working days prior to the proposed implementation. The Union may present written comments on the proposed initial Rules and Regulations and proposed additions and changes thereto. The parties agree that Rules and Regulations relating to terms and conditions of employment shall not be changed, amended or abridged except by mutual consent, or as otherwise provided for in the Agreement.
- 8.3 In the event management proposes to change or formulate a rule or procedure, and the parties disagree as to whether the new or modified rule or procedure requires the mutual agreement of the parties, and/or the parties are unable to agree on the proposed rule or procedure, the Union may submit the dispute for resolution pursuant to the Grievance Procedure or Arbitration (as incorporated) Articles of this agreement.
- 8.4 Mutually agreed changes in Communication Division Policy and Procedures will bear an effective date of fourteen (14) working days after the posting date. The effective date will be so noted on said Policy and Procedure in conjunction with the revision date.
- 8.5 The Union agrees that its members shall comply with all Fire Department Rules and Regulations, specified in 8.1 above, including those related to conduct and work performance. No disciplinary action will be taken for violation of a posted Rule

or Regulation until the employee has completed one (1) duty shift after posting. (For purposes of the article, the term “posting” is expanded from its traditional meaning to include distribution by e-mail or other electronic means.)

- 8.6 If in the sole discretion of the Mayor, or in his absence the City official so designated by law to act in his stead, it is officially declared that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary benefits shall not be suspended. This provision is subject to grievance and arbitration procedures.

**ARTICLE 9
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ARTICLE 10 GRIEVANCE PROCEDURE

10.1 Rules of Grievance Processing:

- A. If the grievance is not processed by the City within the time limit provided for that step, the grievance shall automatically proceed to the next step. If the grievance is not processed by the Union within the time provided for that step, the grievance shall be considered dropped.
- B. Each successive step in this procedure must be followed in order. In the case of suspension or discharge, either party may unilaterally waive Step One and Step Two and proceed directly to Step Three. Union grievances not within the decision making responsibility of a Division Chief or Assistant Chief may be entered at Step Two or Three as appropriate.
- C. Each party shall make arrangements for the witnesses called by its side at each step in the procedure.
- D. The names of Union Representatives involved in handling grievances shall be promptly filed by the Union, in writing, with the Labor Relations Manager.
- E. The parties recognize that it is important that grievances be processed and resolved as rapidly as possible. Therefore, the number of days indicated in each step of the Grievance Procedure should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may be extended by mutual agreement as evidenced by waiver, in writing, signed by an authorized representative of the City and the Union.
- F. All days listed in the Grievance Procedure are calendar days, with City designated holidays and weekends excepted.

10.2 A grievance is a dispute, claim, or complaint filed by a Bargaining Unit employee, or the Union arising under the terms of this Agreement. Grievances are limited to matters of interpretation or application of the provisions of this Agreement and any grievance filed shall contain a complete statement of the grievance, reference to the provision, or provisions of the Agreement alleged to have been violated and state the remedy or correction requested.

- 10.3 Copies of the grievance responses at each step will be forwarded to the Labor Relations Manager and the Union office by the responding party.
- 10.4 The disposition, resolution or settlement of any dispute, including grievances, shall have no effect on any other dispute or grievance unless agreed to by the parties in writing.
- 10.5 Grievances shall be processed in accordance with the following procedures:

STEP ONE:

The aggrieved employee or Union shall file the grievance, in writing, with the Division Commander within ten (10) days of the occurrence or when the employee has knowledge of this action, or the event which gave rise to the grievance, on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of a grievance filed directly by an employee, the Division Commander shall forward the grievance to the Union Office and the Labor Relations Manager. The Union may, within five (5) days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Division Commander. The Division Commander will make a decision and communicate it to the employee and the Union on the prescribed form within ten (10) days from the date the grievance or the amended grievance was received.

STEP TWO:

If the grievance has not been satisfactorily resolved at Step One, the employee or the Union may forward the grievance form to the Bureau Commander concerned within ten (10) days of the Division Commander's decision in Step One. Within ten (10) days of the receipt of the grievance at Step Two, the Bureau Commander shall gather the facts and may conduct a meeting with the Union Representative and the aggrieved employee. The Bureau Commander shall respond to the employee and the Union in writing of his decision within ten (10) days after the grievance was received or following the meeting date, whichever date is later.

STEP THREE:

If the grievance is not satisfactorily resolved at Step Two, the aggrieved employee or the Union may, within ten (10) days following the answer at Step Two, present the written grievance to the Fire Chief. Upon receipt of a grievance originally filed at Step Three, the Fire Chief shall forward the grievance to the Union Office and the Union may, within ten (10) days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Fire Chief.

The Fire Chief, or his designee, shall obtain the facts concerning the alleged grievance and may, within ten (10) days of receipt of the grievance from Step Two or an un-amended grievance originally filed at Step Three, or within ten (10) days of receipt of an amended grievance, conduct a meeting with the employee, the Union Representative and the Labor Relations Manager or designee. The Fire Chief will notify the employee, the Union and the Labor Relations Office of his decision in writing within ten (10) days after the grievance was received or following the meeting date, whichever date is later.

ARTICLE 11 ARBITRATION

Article 11 of the Contract between the City of Orlando and IAFF Local 1365 for sworn Firefighters, Engineers and Lieutenants is incorporated herein by reference.

ARTICLE 12 WORK WEEK AND WORK SHIFT

The standard payroll Workweek shall begin at 0001 Hours Sunday and end at 2400 Hours Saturday. Employees will be paid on a bi-weekly basis.

The City agrees that employees covered by this agreement shall be scheduled to work forty (40) hours per seven (7) day week.

Current work shifts are 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m. Permanent changes to the Communications Unit's work schedule shall only be made with a minimum notice of thirty (30) calendar days. In the event management wishes to establish a work shift less than eight (8) hours or more than ten (10) hours in duration, changes must be by mutual consent with the Union. Each shift, employees will receive time with pay away from their work stations for one (1) meal break of thirty (30) minutes and two (2) breaks during the shift not to exceed fifteen (15) minutes each, workload permitting. These break times will be at the discretion of and with the approval of supervision but shall not be unreasonably denied.

Employees on duty during the changeover from standard time to Daylight Savings Time shall be paid their regular hours without loss of pay. Employees on duty during the changeover from Daylight Savings Time to standard time shall be compensated for the additional time worked.

**ARTICLE 13
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ARTICLE 14 PAY PERIOD

Article 14 of the Contract between the City Of Orlando and IAFF Local 1365 for sworn Firefighters, Engineers and Lieutenants is incorporated herein by reference.

ARTICLE 15 PAY PLAN

15.1 Effective for the term of this Agreement, the following pay schedules shall apply:

Effective October 1, 2016			
Compensation Pay Range Name	Description	Minimum	Maximum
FEC01	Fire Communication Specialist I	13.74	14.15
FEC02	Fire Communication Specialist II	14.74	22.08
FEC03	Fire Communication Specialist III	15.74	23.62
Effective January 1, 2017			
Compensation Pay Range Name	Description	Minimum	Maximum
FEC01	Fire Communication Specialist I	15.48	16.48
FEC02	Fire Communication Specialist II	16.57	24.83
FEC03	Fire Communication Specialist III	17.71	26.57
Effective October 1, 2017			
Compensation Pay Range Name	Description	Minimum	Maximum
FEC01	Fire Communication Specialist I	15.87	16.89
FEC02	Fire Communication Specialist II	16.98	25.45
FEC03	Fire Communication Specialist III	18.15	27.23

Effective October 1, 2018			
Compensation Pay Range Name	Description	Minimum	Maximum
FEC01	Fire Communication Specialist I	16.26	17.31
FEC02	Fire Communication Specialist II	17.41	26.09
FEC03	Fire Communication Specialist III	18.61	27.92

15.2 A. Effective January 1, 2017 the base pay rate of each bargaining unit employee will be increased in an amount equal to 7.5% of the employee's base rate immediately prior to such adjustment or to the minimum of their current pay range, whichever is greater.

- B. Effective January 1, 2017 there will be a one-time 1% adjustment to the base pay of employees who are in the FEC03 classification prior to January 1, 2017.
 - C. Effective October 1, 2017 and again October 1, 2018, the base rate of each bargaining unit employee will be adjusted in an amount equal to 2.5% of the employee's base rate immediately prior to such adjustment.
- 15.3 If any adjustment would result in a computed pay rate over the maximum of the applicable wage grade, the maximum will apply and any remaining difference will be paid in the form of a lump sum.
- 15.4 ECS Progression
- ECS I Requires high school graduation (or GED); one (1) year of experience using computers, computer-aided dispatch (CAD) systems and/or other dispatch or communications systems; type 25 correct words a minute minimum; and attainment of overall satisfactory performance and satisfactory completion of any job related proficiency tests.
- ECS II Requires a minimum of 12 months experience as a fully functional and competent emergency communications specialist (or equivalent); possession of a valid Emergency Medical Dispatch (EMD) Certification; and overall satisfactory performance and satisfactory completion of any required job related proficiency tests.
- ECS III Requires a minimum of 36 months of experience as an ECS I and/or ECS II with the Orlando Fire Department; possession of a valid EMD Certificate; satisfactory completion of any job related proficiency and basic supervisory courses; and agreement to serve as center supervisor when necessary.
- ECS III promotional opportunities will be offered to these Communications Specialists once per year. Qualified employees interested in applying for the ECS III promotional course and tests that are offered must submit their interest in writing to their shift supervisor.
- 15.5 It is understood that whenever an employee has the option under this agreement to elect to receive Comp time in lieu of payment, the election shall apply to all such

hours in a particular pay period (i.e. hours will either be all Comp time or all paid time). In the event that the election of Comp Time would result in the maximum allowable cap being exceeded, all such hours in the pay period will be paid out.

15.6 Pay Upon Promotion

All promotions from one ESC classification to another shall result in an increase of seven percent (7.0%) of base hourly rate or to the minimum of the range of the new classification, whichever is higher.

ARTICLE 16 OVERTIME

All authorized work performed in excess of forty (40) hours in any one (1) work week shall be considered as Overtime and shall be paid at the appropriate hourly rate in accordance with the Fair Labor Standards Act for each hour worked. In lieu of Overtime pay employees may opt for comp time and may accumulate up to one hundred fifty (150) hours of comp time.

For purposes of Overtime computation, personal leave or floating holidays scheduled less than thirty (30) calendar days prior to the start of the pay period in question, sick leave, therapy or treatment for job injury, voting time, standby, blood donor time, bereavement leave, jury duty, annual military leave, shall not be considered as time worked. Personal leave or floating holidays scheduled and approved more than thirty (30) calendar days and comp time scheduled and approved more than fourteen (14) calendar days prior to the start of the pay period in which they fall count as hours worked for Overtime purposes.

Overtime work may be required from time to time and shall be distributed equitably among Bargaining Unit employees of the OFD Communications Unit as far as the character of the work and the employee's qualifications permit. Although temporary imbalances in the equitable distribution of Overtime may occur, supervision shall make its best efforts to distribute Overtime equitably over an extended period of time.

ARTICLE 17 CALL BACK PAY

- 17.1 All employees who are called back to work from off-duty, shall be paid for a minimum of four (4) hours straight-time or the actual number of hours worked, whichever is greater, at the appropriate rate for each such Call Back. The four (4) hour minimum payment shall apply only one (1) time in any consecutive eight (8) hour period.
- 17.2 The four (4) hour minimum Call Back compensation will be granted only when an employee is called back from an off-duty status without prior notice for the actual performance of his regular job duties. Reporting for service awards, staff meetings, and committee meetings, shall not be considered as Call Back and shall be compensated hour-for-hour at the appropriate rate of pay, if any.

ARTICLE 18 WORKING OUT OF CLASSIFICATION

Those required to work out of class as a communications center supervisor shall receive the hourly rate equal to that of the minimum of the range for that supervisory position or a seven percent (7%) increase in their current hourly rate, whichever is greater. This out of class pay shall be paid on an hour for hour basis provided a minimum of at least one (1) hour is worked (non cumulative).

ARTICLE 19 OTHER COMPENSATION

A. Certified Training Officer (CTO) Pay

Those employed as of 10/01/02, who have obtained and retained a Certified Training Officer (CTO) certificate, shall constitute the CTO pool. Those in that pool shall receive forty (\$40) bi-weekly and will perform training of new and existing employees as required. Such training activities shall include assisting in the preparation and maintenance of instructional materials. Employees who subsequently obtain CTO certification may be added to the pool at the sole discretion of the Fire Chief.

B. Shift Differential

A Shift Differential of ninety cents (\$0.90) per hour shall be paid for all hours worked on evenings and/or midnight shifts, regardless of shift assignment.

C. Skills Pay

Those possessing valid EMT Certification will receive thirty cents (\$0.30) per hour, Twenty-four Dollars (\$24.00) bi-weekly, skills remuneration, those with paramedic certification – Sixty Cents (\$0.60) per hour, Forty eight (\$48.00) bi-weekly, skills remuneration (only one (1) bonus paid – the highest, for multiple certifications).

D. Longevity Pay

An annual longevity payment based on length of pensionable service will be paid to current fulltime eligible employees as of the first (1st) pay period in October in accordance with City Policy and Procedure, 808.5 – Pay Plan. Length of service will be determined as of October 1st of each year. The following schedule of payment, or that contained in City Policy and Procedure, 808.5, whichever is higher, will apply:

Years of Service	Amount
0 to less than 5 years	\$ 0.00
5 to less than 10 years	\$ 400.00

10 to less than 15 years	\$ 700.00
15 to less than 20 years	\$1,000.00
20 to less than 25 years	\$1,200.00
25 years or more	\$1,500.00

ARTICLE 20 PENSION AND RETIREMENT

The City shall continue funding the Defined Contribution Pension Plan specific provisions of which are found in the completed plan documents.

The City will contribute a base contribution equal to seven percent (7%) of pensionable employee earnings. In addition, Defined Contribution Pension Plan participants may elect to contribute up to three percent (3%) of their pensionable income to the DC Pension Fund, the City will match this contribution. All Pension Plan participant contributions will be deducted from each paycheck.

Earnings for Pension purposes, means base pay, shift differential, longevity, sick leave, personal leave, holiday pay, compensatory time and working out of class pay. Earnings do not include lump sum payments for leave or bonus payments or as otherwise are excluded by the Plan. No more than two thousand eighty (2,080) hours of pay shall be credited in any Plan year.

**ARTICLE 21
MILEAGE ALLOWANCE
(INTENTIONALLY BLANK)**

ARTICLE 22 EDUCATIONAL REIMBURSEMENT

Article 22 of the Contract between the City of Orlando and IAFF Local 1365 for sworn Firefighters, Engineers and Lieutenants is incorporated herein by reference.

ARTICLE 23 EQUIPMENT ISSUE

23.1 A. The following articles will be issued by the OFD Supply Section to each employee after successful completion of the training program with the City and will be replaced, as needed

5 – shirts

- Three (3) polo shirts
- Two (2) dress shirts: (one (1) short-sleeve and one (1) long-sleeve)

4 - pairs of work trousers or skirts

1 - metal badge

1 - work jacket

1 - metal name plate

1 - identification card

1 - sweat shirt

2 - black uniform belts

2 - pairs of work shoes

EMT or Paramedic shoulder patches, as applicable

1 – tie

5 – pairs of jersey socks

B. Special Teams/Functions

The Department shall provide any required uniform item(s) or equipment for any member of a special team/function and the replacement of such uniform item(s) or equipment.

23.2 All clothing shall be replaced by the employee when it becomes obsolete or un-serviceable. The Fire Department, however, shall replace equipment that is rendered un-serviceable due to job-related situations.

23.3 The above equipment issue may be changed or modified by mutual consent.

23.4 Each October 1st, every Bargaining Unit member will be credited the sum of Five Hundred Dollars (\$500.00) for purchasing additional or replacement uniform issue from the Fire Department designated uniform vendor. Unit members who do not utilize the annual amount will be paid One Dollar (\$1.00) for every Two Dollars (\$2.00) of unused credit. Such payment shall be made as soon as practical after

the end of each fiscal year. Upon separation from employment unused credits will be paid One Dollar (\$1.00) for every Two Dollars (\$2.00) and prorated on a basis of Forty Dollars (\$40.00) per full-month clothing allowance from 10/1. In any case if the payment amount due is less than Ten Dollars (\$10.00), the City is not required to make payment.

New employees shall receive a prorated amount of the uniform credit determined by their date of hire as follows:

October to March	-	\$250.00
April to September	-	\$125.00

**ARTICLE 24 - 31
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ARTICLE 32 INSURANCE

32.1 The City agrees to provide flexible benefit credits necessary to pay for:

A. Insurance:

Life Insurance	One times salary for full time permanent employees. \$10,000 for permanent part-time employees
Accidental Death and Dismemberment	One times salary for full time permanent employees. \$10,000 for permanent part-time employees
Long Term Disability:	50% of pay

B. Health Insurance

Regardless as to the plan selected by the employee, the City will fund insurance contributions at the HMO plan rate in the Group Health Insurance program as follows:

- Employee-Only – 95%
- Employee and spouse – 73%
- Employee and child(ren) – 73%
- Family coverage – 73%

C. If the City should desire to change the current Cityflex Credit Allocation matrix, or to reduce the current level of health or life insurance, the City will advise the Union in writing by September 1st preceding the calendar year in which the change would become effective. If the parties fail to reach negotiated agreement on these changes, the Union may submit any unresolved issues to the Orlando City Council by October 1st preceding the calendar year in which the change would become effective for a final resolution.

- D. It is recognized that during the term of this Agreement, the City may secure a different health plan administrative services carrier or be subject to federal or state legislative mandates involving insurance coverage and payments. The union may appoint one union member to provide input to the RFP Advisory Committee formed for the selection of the Health Plan Administrative Services carrier.

32.2 Benefits upon retirement:

- A. Bargaining Unit employees who retire shall be provided with Three Thousand Dollars (\$3,000) of permanent life insurance upon retirement at no cost to the retiree.
- B. Eligibility for City-provided health insurance benefits for retirees shall be in accordance with City Policy and Procedure Section 808.51 (City Payment of Retiree Health Insurance), as amended herein.
Employees hired on or after January 1, 2006, are not eligible after retirement to any health insurance coverage funded by the City, nor to any City contribution toward such coverage.
- C. Eligible retirees hired prior to January 1, 2006, shall be eligible for a City percentage contribution toward their post-employment health insurance premium payment to the City's Group Health Insurance Plan in an amount equal to the amount paid by the City for employee only HMO coverage based upon the employee's credited pension service at the time the employee terminates active employment or ceases long-term disability status, as referenced in City Policy and Procedure Section 808.51.

Schedule of Percentages

Credited Years of Pension Service	Percentage of the amount paid by City for active Employee Only HMO coverage
20 or more	100%
15 but less than 20	75%
10 but less than 15	50%
Less than 10 years	0%

1) Eligibility for this benefit under the foregoing schedule will be effective upon termination of City employment for any employee who was employed by the City prior to January 1, 2006 and who: a) is eligible to receive a DB pension immediately upon termination or b) who is a member of the City's Defined Contribution Pension Plan and is either: a) at least fifty-five (55) with at least ten (10) years of credited service, or b) who is any age with twenty-five (25) or more years of credited service. Effective January 1, 2018, retirees, their spouse and their dependent child(ren) enrolled in the City's group health insurance plan at the time of retirement (or enrolled January 1, 2018 if already retired) may continue coverage after retirement in accordance with Plan eligibility requirements. If at any point the retiree, their spouse, or their dependent child(ren) cease coverage under the City's group insurance plan for any reason at any time after retirement, they will not be permitted to re-enroll. A retiree who continues uninterrupted coverage after retirement may add a new spouse only if they marry after retirement. A retiree who continues uninterrupted coverage after retirement may add a new dependent child and an existing spouse only if the dependent child is born or adopted after retirement. The new spouse or dependent child must be added within 31 days inclusive of the date of the marriage, birth, or adoption. Retirees eligible for a City contribution are required to make timely application for Medicare. Once such retiree becomes eligible for Medicare, the City will provide health insurance coverage, secondary to Medicare, under the City's Group Health Plan and will pay the entire cost of the individual retiree contribution for such secondary coverage unless that cost exceeds the cost of the individual contribution then currently being paid by the City for active employees (employee only coverage), in which case the lesser of the two shall apply.

2) Retirees are responsible for the full-cost of any group dependent coverage they are eligible for and elect. Dependent coverage must be the same type as the retiree's (e.g., POS, HMO).

- 3) Retirees must agree to payroll deduction of premium payments from their pension checks. If the cost of the premium exceeds the net pension payment or if the former employee/retiree is not receiving a pension directly from the City Of Orlando or its agents, the retiree shall pay directly any balance due to the appropriate vendor as directed by the City of Orlando Human Resources Division. Should a premium payment be more than sixty (60) days in arrears, the retiree's group coverage will be automatically terminated by the Employee Benefits Section with the retiree so notified.

32.3 Long Term Disability

- A. Those on long-term disability under the City's LTD program with a date of hire prior to January 1, 2006 or with a date of LTD disability before June 30, 2017 will receive one hundred percent (100%) of the City's portion of the current contribution for active Employee Only HMO coverage, regardless of credited years of pension service, while they are on LTD.
- B. Employees hired on or after January 1, 2006 and with a date of LTD disability on or after June 30, 2017, who meet the age and service requirements stated in policy 808.51 may elect to remain on the City Group Health plan at their expense with no City contribution, while they are on LTD.
- C. Employees hired on or after January 1, 2006 and with a date of LTD disability on or after June 30, 2017 who do not meet the age and service requirements stated in policy 808.51 are not eligible for any City funding and are not eligible to participate or remain on the City's health insurance plan.
- D. These amounts may be adjusted at such time as the LTD recipient becomes eligible to apply for Medicare coverage to provide an aggregate equivalent benefit. LTD recipients on the City's Group Health plan are required to make timely application for Medicare. LTD recipients who elect a distribution under the terms of the Defined Contribution (DC) Pension Plan, will no longer be eligible for any further City contribution for health insurance unless they meet the hire date, age and service requirements as indicated.

- E. Employee LTD recipients must agree to payroll deduction of premium payments from their LTD checks. If the cost of the premium exceeds the net LTD payment, the LTD recipient shall pay directly any balance due to the appropriate vendor as directed by the City of Orlando Human Resources Division. Should a premium payment be more than sixty (60) days in arrears, the LTD recipients group coverage will be automatically terminated by the Employee Benefits Section with the LTD recipient so notified.

**ARTICLE 33
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ARTICLE 34 HEALTH AND SAFETY

- 34.1 The City and the Union agree that they will conform to and comply with the laws as to safety, health, sanitation and working conditions required by federal, state and local law. The City and the Union will cooperate in eliminating Health and Safety hazards. In order to effect such cooperation, the City and the Union agree to the formation of the Communications Health and Safety Committee.
- 34.2 The Committee shall be comprised of three (3) employer representatives, one (1) of whom shall be the FSSB Deputy Chief, who shall serve as chair and two (2) representatives of the Union.
- 34.3 Three (3) Committee members must be present to constitute a quorum. A majority vote of members will be required to issue written recommendations to the Fire Chief, who shall communicate his decision, in writing, to the Committee.
- 34.4 The Committee shall meet at least quarterly. Notice of the meetings will be posted at the O.O.C. and each Committee member shall be notified through the electronic communications system.
- 34.5 All time spent as a member of the Committee shall be without loss of pay when Committee members are attending during regular work shifts and permission is received from their supervisor.
- 34.6 The minutes of each meeting and all recommendations made by the Committee, whether adopted or not, shall be posted at the O.O.C.

**ARTICLE 35 - 40
(INTENTIONALLY BLANK)**

ARTICLE 41 DISTRIBUTION AND SOLICITATION

Article 41 of the Contract between the City of Orlando and IAFF Local 1365 for sworn Firefighters, Engineers and Lieutenants is incorporated herein by reference.

ARTICLE 42 DUES DEDUCTION

Article 42 of the Contract between the City of Orlando and IAFF Local 1365 for sworn Firefighters, Engineers and Lieutenants is incorporated herein by reference.

**ARTICLE 43 - 49
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ARTICLE 50
REPLACEMENT OF PERSONAL PROPERTY

Article 50 of the Contract between the City of Orlando and IAFF Local 1365 for sworn Firefighters, Engineers and Lieutenants is incorporated herein by reference.

**ARTICLE 51
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ARTICLE 52 INDEBTEDNESS

Article 52 of the Contract between the City of Orlando and IAFF Local 1365 for sworn Firefighters, Engineers and Lieutenants is incorporated herein by reference.

ARTICLE 53 SAVINGS CLAUSE

Article 53 of the Contract between the City of Orlando and IAFF Local 1365 for sworn Firefighters, Engineers and Lieutenants is incorporated herein by reference.

ARTICLE 54 DURATION

- 55.1 This Agreement shall take effect on October 1, 2016 and shall continue in full force and effect until September 29, 2019. In order to renegotiate this Agreement; written notice shall be given by either party, by March 1, 2019.
- 55.2 Any notice to be given under this Agreement shall be given by certified mail or email. If given by the Union, it shall be addressed to the Director of Human Resources, City of Orlando, P.O. Box 4990, Orlando, Florida, 32802-4990 or Ana.Palenzuela@cityoforlando.net. If given by the City, it shall be addressed to the Orlando Professional Firefighters, Local # 1365, 4005 North Orange Blossom Trail, Orlando, Florida 32804. Either party may provide notice to the other of an address change during the term of this agreement and subsequent notices shall be sent to the revised address(es).