



Washington State

Council of Fire Fighters

HEALTH, FITNESS & WELLNESS TESTING

WSCFF Convention Resolution 17-09
Health Screening Provider Guide
Sample Collective Bargaining Agreements

2017 WSCFF Convention Resolution

SUBJECT: Annual Confidential Health, Fitness, and Wellness Testing
RESOLUTION #: 17-09

WHEREAS: Annual health, fitness, and wellness testing is critical in the prevention and early detection of risk factors relevant to reducing fire fighter death and disability; and

WHEREAS: The cost of death and disability far outweighs the cost of routine testing; and

WHEREAS: WSCFF members, L&I and self-insured entities could save millions of dollars in claims through appropriate screening, assessments, and prevention; now therefore be it

RESOLVED: That the WSCFF Executive Board create a baseline of recommended tests and screenings from credible sources including the current version of the IAFF/IAFC Wellness Fitness Initiative; and be it further

RESOLVED: The WSCFF Executive Board seek partnerships through stakeholders to further endorse appropriate screening, assessments, and prevention; and be it further

RESOLVED: That the WSCFF Executive Board draft sample collective bargaining language for annual health, fitness and wellness testing, and be it further

RESOLVED: That the WSCFF Executive Board report on their findings at the 2018 Educational Seminar.

SUBMITTED BY: Safety & Health

Committee	Action Taken	Recommendation
Safety & Health		Do Pass
Collective Bargaining		Do Pass
Floor		

ASSIGNED DESIGNATION:

PROVIDER GUIDE FOR PHYSICAL EVALUATION



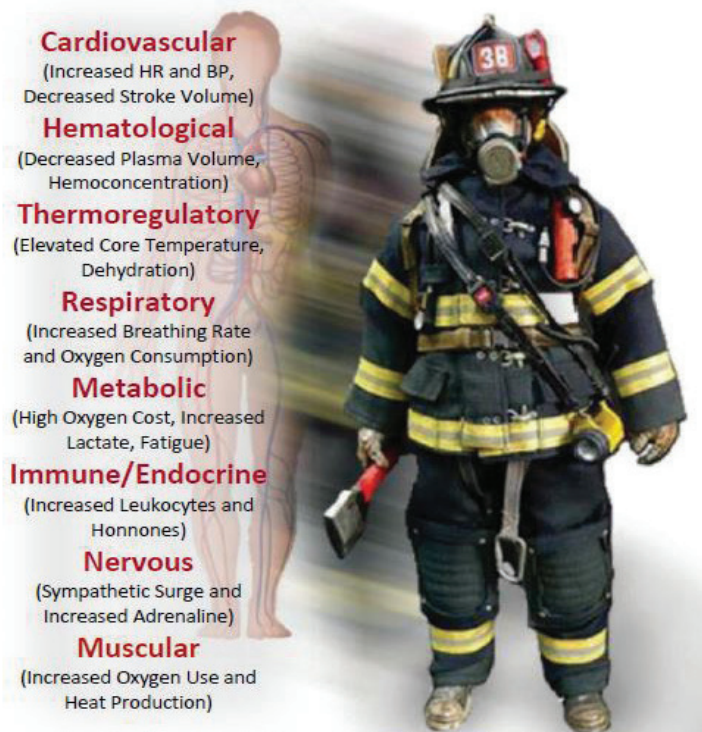
A HEALTHCARE PROVIDER'S GUIDE TO FIREFIGHTER PHYSICALS



YOUR PATIENT IS A FIREFIGHTER!

- Firefighters face unique occupational health risks due to the demands of their job.
- Firefighters routinely operate in harsh work environments with:
 - o excessive heat
 - o emotionally charged situations
 - o toxic chemicals
 - o dense smoke
 - o extreme physical challenges
- Firefighters wear more than 70 pounds of equipment.
- Firefighters breathe compressed air.
- Firefighters represent a distinct subset of the general population.

Firefighters As Tactical Athletes *Physiological Demands of Firefighting*



Adapted from Figure 2 - Smith, D.L., et al. (2010). *Sudden Cardiac Events in the Fire Service*.
First Responder Health and Safety Laboratory, Skidmore College.

These extreme physical, mental and environmental stresses increase the firefighter's risks of morbidity and mortality for:

Cardiovascular events:

Cardiovascular events are the leading cause of Line of Duty Deaths among firefighters¹ and, for every line of duty death, there are an estimated 17 non-fatal cardiac events on duty among firefighters².

Musculoskeletal injuries:

The National Fire Protection Association estimates firefighters get more than 71,000 injuries a year³.

Behavioral health issues:

Of firefighters, 46.8% have considered suicide and 15.5% have had an attempt during the course of their career⁴.

Cancer:

In 32 states and in 9 Canadian provinces, several types of cancer are considered work-related.⁵

Family history and lifestyle habits obviously add to these risks.

The purpose for this document is to assist the healthcare provider in the evaluation, treatment, and ongoing surveillance of the health and wellness of firefighters. The recommendations in this document are supported by ongoing clinical research of firefighters' health and by the extensive experience and expertise of the providers caring for them. These recommendations are offered as assistance for healthcare providers making clinical decisions regarding the medical fitness and/or treatment of firefighters. They are not to take the place of your medically reasonable, appropriate and necessary medical evaluation of the firefighter. As with any clinical references, they should be used with the understanding that ongoing research may result in new information and revised recommendations.

For more information: www.fstaresearch.org/GetChecked
To provide feedback: fstar@iafc.org

PHYSICAL EXAMINATION CHECKLIST

RECOMMENDED YEARLY SCREENING

- ☐ Vitals: BP, HR, RR, Wt, Body Fat Percentage
- ☐ Multi-System PE: skin, mouth, thyroid, vascular, neurologic and musculoskeletal
- ☐ Labs: CMP, CBC, Lipid Panel, TSH, Urinalysis, HbA1c
- ☐ Testing: 12-lead EKG, eye exam, hearing test, oxygen saturation
- ☐ Family History: CVD, sudden cardiac death, diabetes and cancer
- ☐ Personal Health Behaviors: tobacco use, alcohol, exercise, dietary habits

CARDIOVASCULAR HEALTH AND FITNESS

Significant cardiovascular demands of firefighting lead to acute coronary events that account for 45% of deaths among on-duty firefighters, in contrast to 15% of all deaths occurring on conventional jobs. Myocardial infarction is the leading cause of death of firefighters, and these events occur almost exclusively in susceptible firefighters with underlying cardiovascular disease (CVD). It is therefore prudent to thoroughly screen for, and aggressively treat, all CVD risk factors, including diabetes, in this very high risk group of patients.

- ☐ Ischemia is best evaluated by an imaging exercise stress test (nuclear or echocardiography) beginning at age 40 or earlier for clinical suspicion. Exercise stress testing without imaging is not recommended as it may fail to identify one-third of those who may need cardiac intervention (angioplasty or bypass surgery).
- ☐ Consider Coronary Artery Calcium CT scan to evaluate occult coronary artery disease.
- ☐ Echocardiography is recommended once as a baseline to evaluate significant cardiac structural abnormalities, including LVH and HCM.

CANCER

Chronic exposures to heat, smoke, and toxic flame retardants through inhalation, ingestion, and skin absorption put firefighters at risk for many cancers. The National Institute for Occupational Safety and Health (NIOSH) performed a multi-year study of nearly 30,000 firefighters to better understand the potential link between firefighting and cancer. The firefighters studied showed higher rates of certain types of cancer than the general U.S. population in digestive, oral, respiratory, and urinary cancers. Providers should be especially vigilant to conduct cancer screening efforts in these particular areas. The following cancer screening recommendations for firefighters do exceed those of the USPSTF guidelines for the general population. It is because of our extensive clinical experiences dealing with firefighter health issues that we are strongly advocating for these screening tests in this high risk group. We rely on your medical judgment to prescribe the most appropriate screenings in this unique patient population.

- ☐ Colonoscopy or other appropriate colon cancer screening beginning at age 40.
- ☐ Annual PSA with digital rectal exam between 40-45. Sufficient information regarding the risk and benefits of screening and treatment should be discussed.
- ☐ Annual pap smear.
- ☐ Annual mammograms beginning at age 40. Discuss screening at an earlier age if there is a family history or any patient concern.
- ☐ Annual testicular exam and instruction about self-examination.
- ☐ Annual head to toe skin examination and appropriate dermatology follow-up.
- ☐ Urinalysis annually for microscopic hematuria.

MUSCULOSKELETAL INJURIES

The high intensity and dynamic work environment of firefighting leads to a high incidence of musculoskeletal injuries. Low back injuries represent approximately 50% of all job related musculoskeletal injuries among firefighters. These include strains, sprains, and intervertebral disc injuries, often leading to significant morbidity with the possibility of permanent disability. Obesity and deconditioning are strong predictors of musculoskeletal injuries.

- ☐ Address underlying musculoskeletal issues. Assess for full range of motion, low back strength and flexibility as well as core muscle strength.
- ☐ Refer as necessary for treatment.
- ☐ Encourage flexibility and core strengthening exercises.

BEHAVIORAL HEALTH

The mental and physical stress of firefighting and repeated exposure to trauma can lead to depression, anxiety, acute stress reactions, post-traumatic stress, and suicidal ideation. Self-medication with alcohol and drugs can result in substance abuse disorders.

- ☐ Behavior health screening.
 1. Prime MD: http://www.psy-world.com/prime-md_print1.htm
 2. AUDIT & CAGE for Alcohol Screening: <http://pubs.niaaa.nih.gov/publications/arh28-2/78-79.htm>

LUNG DISEASE

In the line of duty, firefighters are often exposed to carbon monoxide and other inhaled toxins, or irritants that may lead to acute respiratory issues such as hypoxemia or bronchoconstriction. Repeated exposure may cause chronic pulmonary disease and abnormal lung function. Changes in lung function and the development of lung disease may be detected with baseline and periodic assessment and should include the following tests.

- ☐ Spirometry: Baseline and annual pulmonary function testing in those with a history of respiratory health problems and in healthy individuals; to include FEV1, FVC, and the absolute FEV1/FVC ratio.
- ☐ Chest x-ray: Baseline chest x-ray in those with any respiratory symptoms or disease and in healthy individuals. Repeat chest x-rays every 5 years or sooner if medically indicated.
- ☐ Consider low dose CT for screening for lung cancer in high risk individuals.

SLEEP DISORDERS

Sleep disorders are highly prevalent in firefighters and include sleep apnea, insomnia, shift-work disorder, and restless leg syndromes. It is imperative to screen firefighters for these disorders since they substantially increase the risks for motor vehicle accidents, cardiovascular disease, diabetes, depression, and anxiety in firefighters.

- ☐ Assess sleep and use of sleep medications.
- ☐ Screen for sleep apnea and consider sleep study as indicated.
- ☐ Helpful screening tools include:
 1. Epworth Sleepiness Scale: <http://bami.us/Sleep/SleepScale.html> / yoursleep.aasmnet.org/pdf/Epworth.pdf
 2. STOP-Bang questionnaire: <http://www.stopbang.ca/osa/screening.php>
 3. Berlin questionnaire: https://www.fairview.org/fv/groups/internet/documents/web_content/s_062202.pdf
 4. Diagnosis of obstructive sleep apnea (OSA) algorithm: guideline.gov/algorithm/6582/NGC-6582_1.pdf

INFECTIOUS DISEASES

Firefighters are often first on the scene of an emergency and may be exposed to HIV, hepatitis (A, B and C), TB and other infectious diseases.

- ☐ Establish immunity by vaccination record review and/or titers and update vaccines including Tdap, MMR, HBV, and Varicella. Consider hepatitis A vaccine.
- ☐ Baseline and periodic screening for HIV, HBV, HCV and other communicable diseases.
- ☐ Provide annual influenza vaccine.

SUPPORTING DOCUMENTS

Standard on Comprehensive Occupational Medical Program for Fire Departments NFPA 1582,
<http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards?mode=code&code=1582>



The **International Association of Fire Chiefs** wishes to acknowledge and thank the following contributors and reviewers for their tireless effort and volunteering their expertise to the development of this Healthcare Provider's Guide to Firefighter Physicals.

CONTRIBUTORS

M. Dominique Ashen, CRNP, PhD · Johns Hopkins University · Baltimore, MD
Darren Cohen, DO · Memorial Hospital · West Pembroke Pines, FL
Kim Favorite · Wellness Coordinator Seattle Fire Department · Seattle, WA
Stan Haimes, MD, MPH · University of Central Florida · Orlando, FL
Michael Hamrock, MD · St. Elizabeth's Medical Center · Boston, MA
Derek Hughes MS, RD/LDN · Broward Sheriff's Office · Hollywood, FL
Sara Jahnke, PhD · Center for Fire, Rescue & EMS Health Research · Lee's Summit, MO
Ellen Kessler, MD, MPH · INOVA Health System · Fairfax, VA
Assistant Fire Chief Todd LeDuc · Broward Sheriff Fire Rescue · Fort Lauderdale, FL
Richard Parker, DO · San Diego Sports Medicine · San Diego, CA
Katie Rusk, PA-C, MS · San Diego Sports Medicine · San Diego, CA
Lance Walker, DO, MPH · PointMed, Inc. · Marietta, GA
Chris Reilly, NRP, MHA · International Association of Fire Chiefs · Fairfax, VA
Jennifer Dietz, MPA · International Association of Fire Chiefs · Fairfax, VA

REVIEWERS

Gautam Desai, DO · Kansas City University · Kansas City, MO
Kyle Ebersole, PhD, LAT, PES · University of Wisconsin · Milwaukee, WI
Gonzalo Fernandez, MD · Occupational Health Partners, PC · Garner, NC
Stefanos Kales, MD, MPH · Harvard Medical School & Harvard T.H. Chan School of Public Health · Cambridge, MA
Greg Lind, ARNP · Firefighter Primary Care · Everett, WA
Alfred Pacifico, PA-C · Fairfax County Public Safety Occupational Health Center · Fairfax, VA
Elizabeth Ratchford, MD · Johns Hopkins University School of Medicine · Baltimore, MD
Peter Scaletty, MD · Emergency Consultants, Inc. · Traverse City, MI
Donald Stewart, MD, MS · Fairfax County Public Safety Occupational Health Center · Fairfax, VA

REFERENCES

To access over 35 targeted research references used as the basis for this document, visit www.fstaresearch.org/resource/?FstarId=11576

1. Rita F. Fahy, et al. Firefighter Fatalities in the United States - 2015. National Fire Protection Association, Fire Analysis and Research Division; June 2016. <http://www.nfpa.org/news-and-research/fire-statistics-and-reports/fire-statistics/the-fire-service/fatalities-and-injuries/firefighter-fatalities-in-the-united-states>
2. Denise L Smith, et al. Extreme sacrifice: sudden cardiac death in the US Fire Service. *Extreme Physiology & Medicine* 2013;2:6; February 2013. <http://extremephysiolmed.biomed-central.com/articles/10.1186/2046-7648-2-6>
3. Karter MJ, Molis JL. US Firefighter Injuries-2011. National Fire Protection Association, Fire Analysis and Research Division; 2012. http://www.tkolb.net/FireReports/2012/2011FF_Injuries.pdf. Accessed August 29, 2013.
4. IH Stanley, et al. Career prevalence and correlates of suicidal thoughts and behaviors among firefighters. *J Affect Disord*. Nov 2015 <http://www.ncbi.nlm.nih.gov/pubmed/26339926>
5. IAFF. Presumptive Law Coverage for Cancer. <http://www.iaff.org/hs/phi/disease/cancer.asp>

ADDITIONAL RESOURCES

NFPA 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments NFPA 1582, <http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards?mode=code&code=1582>

IAFF/IAFC Wellness Fitness Initiative, <https://www.iafc.org/docs/default-source/uploaded-documents/healthwell-wfi3rdedition.pdf?sfvrsn=0>



Visit www.fstaresearch.org to search for research and information you can use.

FSTAR is managed by the International Association of Fire Chiefs and is funded by a FEMA/AFG/Fire Prevention and Safety grant award.



Firefighter Cancer Support Network

"Together We Can Make A Difference"

Annual physical Components

All evaluations need to include a review of lab results for specific known Fire Service cancer risks including **testicular, prostate, skin, brain, rectum, stomach, bladder, and colon cancer, non-Hodgkin's lymphoma, multiple myeloma and malignant melanoma.**

Medical History Questionnaire

A health history questionnaire must be completed to provide baseline information with which to compare future medical concerns.

Hands-on Physical Examination (To Include)

Vital Signs – Height, weight, blood pressure, temperature, heart rate and respiratory rate

HEENT – Head, Ears, Eyes, Nose and Throat

Neck – Major vessels, lymph nodes, endocrine structures, physiological functioning, abnormal masses, land enlargement or suspicious skin lesions.

Cardiovascular - Inspection, auscultation, percussion and palpation.

Pulmonary - Inspection, auscultation, percussion and palpation.

Gastrointestinal - Inspection, auscultation, percussion and palpation.

Genitourinary - Hernia exam (Also, see cancer screening).

Lymph Nodes - The examination of organ systems must be supplemented with an evaluation of lymph nodes in the cervical, axillary, and inguinal regions.

Neurological - The neurologic exam for uniformed personnel must include a general mental status evaluation and general assessment of the major cranial/peripheral nerves (motor, sensory, reflexes).

Musculoskeletal - Includes an overall assessment of range of motion (ROM) of all joints.

Additionally, observation of the personnel performing certain standard office exercises or functions is helpful in assessing joint mobility and function.

Skin - Inspect for color, vascularity, lesions and edema

Blood Analysis - The following are components of the blood analysis. At a minimum, laboratory services must provide these components in their automated chemistry panel (aka SMAC 20) and complete blood count (CBC) protocols.

White Blood Cell Count

Red Blood Cell Count (Hematocrit)

Differential

Platelet Count

Liver Function Tests

Includes SGOT/AST, SGPT/ALT, LDH, Alkaline Phosphatase, and Bilirubin, Albumin

Cholesterol

Includes: Total Cholesterol, Low Density Lipoprotein (LDL-C) level, High Density Lipoprotein (HDL-C) level, and Total Cholesterol/HDL Ratio, Triglycerides

Glucose

Sodium

Albumin

HbA1c

Potassium

Calcium

Blood Urea Nitrogen

Carbon Dioxide

C-reactive protein

Creatinine

Total Protein



Washington State
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Firefighter Cancer Support Network

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Urinalysis

Dip Stick (Includes pH, Glucose, Ketones, Protein, Blood, and Bilirubin)

Microscopic (Includes WBC, RBC, WBC Casts, RBC Casts, and Crystals)

Vision Tests

Assessment of vision must include evaluation of distance, near, peripheral, and color vision.

Evaluate for common visual disorders including cataracts, macular degeneration, glaucoma and diabetic retinopathy.

Pulmonary (Spirogram)

FVC, FEV₁, FEV₁ / FVC Ratio, Peak expiratory flow rate, Pre/Post Bronchodilator, D_LCO

Chest X-Ray (Initial Baseline)

Repeat Chest x-ray (Every 3 years – optional, Every 5 years – Mandatory)

Aerobic / Cardiovascular Evaluation

Resting 12 lead (Annually)

Stress EKG with Vo₂ value calculated

Cancer Screening Elements

Clinical Breast Examination

Mammogram – Annual beginning at age 40

Pap Smear

Testicular Exam

Digital Rectal Exam

Fecal Occult Blood Testing

Bladder Cancer

Colonoscopy (Discuss with Dr.)

Prostate Specific Antigen (PSA): Annual on all male uniformed personnel who have a positive family history of prostate cancer or are African-American beginning at age 35. All male uniformed personnel beginning at age 40.

Immunizations and Infectious Disease Screening

Hepatitis A Vaccine

Hepatitis B Virus Vaccine

Hepatitis C Virus Screen

Tuberculosis Screen (Annual PPD)

Tetanus/Diphtheria Vaccine (Booster)

Measles, Mumps, Rubella Vaccine (MMR)

Measles Vaccine

Mumps Vaccine

Rubella Vaccine

Polio Vaccine

Varicella Vaccine

Influenza Vaccine

Human Papilloma Virus (HPV)

HIV Screening (Required to be offered)



Washington State
Council of Fire Fighters



Firefighter Cancer Support Network

"Together We Can Make A Difference"

Heavy Metal and Special Exposure Screening

Arsenic (urine)

Mercury (urine)

Lead (urine)

Lead (blood)

Aluminum

Antimony

Bismuth

Cadmium

Chromium

Copper

Nickel

Zinc

Organophosphates (RBC cholinesterase)

Polychlorinated Biphenyls (blood)

Optional Screens:

Testosterone: Total

Testosterone: Free

Thyroid (TSH)

Electron Beam Tomography (EBT)

Reporting of biometric data

Please provide your patient with the following information to input into their confidential medical file.

Blood Pressure _____ / _____

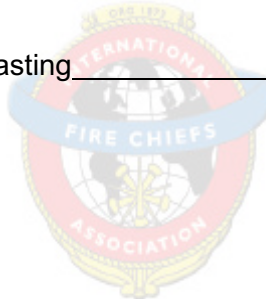
Total Cholesterol _____ HDL _____ LDL _____

Triglycerides _____

Glucose _____ Fasting/Non-fasting _____

Waste Girth _____

Hip Girth _____



Washington State
Council of Fire Fighters



Firefighter Cancer Support Network

"Together We Can Make A Difference"

The following is the standard physical examination protocol recommended by firefighting industry standards.

For additional information regarding fire service annual medical evaluations see NFPA 1582 (sections 7.5 through 7.7) and the IAFF/IAFC Wellness Fitness Initiative (WFI) Chapter 2

- For Physician Use Only -			
WELLNESS MEDICAL EXAMS			
Complex Preventive Medical Exam < 40 yrs old	99395	Initial Comprehensive Medical Exam-New pt 40+ yrs	99386
Complex Preventive Medical Exam 40 + yrs old	99396	Initial Comprehensive Medical Exam-New 19-39 yrs	99385
Established Review	99213	Other:	
FIREFIGHTER EXAM LABS			
Comprehensive Metabolic Panel (CMP)	80053	Complete CBC, Automated (to include)	85025
Albumin Potassium		HGB WBC & Platelet Count	
Bilirubin; Total Protein; total		HCT Automated Differential WBC	
Calcium; Total Sodium		RBC	
Carbon Dioxide (bicarbonate) Transferase		Urinalysis with Microscopy	81001
Chloride (ALT)(SGPT) &		PSA, Total (males – all ages)	84152
transferase Creatinine Aspirate Amino		HEP C/A/B	86803
(AST)(SGOT) Glucose Urea Nitrogen (Bun) Incl		(optional) HIV	86703
VAP Phosphatase Triglycerides		(optional) Thyroid TSH	84443
Alkaliine CR protein; High		(optional) Testosterone; total	84402
sensitivity		Testosterone; free	84403
Hemaglobin A1C (diabetes screen)		Bilirubin: Direct	82248
WELLNESS PROCEDURES			
Chest X-Ray 2 View	71020	Resting EKG	93000
Pulmonary Spirometry/NO BRONCHDILATOR/NO DIFF	94010	Maximal Treadmill Stress Test/CLINICAL EVAL/FUNCTIONAL CAPACITY	93015

_____/_____/_____
Physician's Signature

Healthcare Facility (please print)



SAMPLE COLLECTIVE BARGAINING LANGUAGE

WORKING AGREEMENT

BETWEEN



and



JULY 1, 2015 THROUGH JUNE 30, 2018

ARTICLE 19
PAYROLL

- 19.1 Paydays for District employees shall be in accordance with existing practice, which shall not be changed without at least sixty (60) days prior notice to the Union.

ARTICLE 20
WELLNESS

- 20.1 The District and the Union will work cooperatively to implement and maintain a comprehensive Wellness/Fitness Program. The details of this program will be contained in the Wellness Initiative Book. The Program will be under the direction of the Wellness/Fitness Advisory Committee. This committee will be made up of two (2) representatives appointed by the District and two (2) representatives appointed by the Union, and will facilitate the development of measurable and appropriate performance benchmarks for all aspects of Program. The Labor/Management process retains ultimate discretion and full authority concerning the formulation and approval of all policies under the Program.

ARTICLE 21
HEALTH AND WELFARE

- 21.1 Effective July 1, 2015, the District agrees to pay the actual invoiced cost increase up to 8% over the current \$1,419 per eligible employee per month to the Trust established by the Union. Actual invoice cost savings less than an 8% will be divided between the District and the Union with half due to the Union by July 15th. Actual invoice cost between 8% and 10% will be paid equally by the District and Union. Actual invoice cost over 10% will be negotiated between the District and the Union.

Effective July 1, 2016, the District agrees to pay the actual invoiced cost increase up to a maximum of 8% over the FY 15-16 contribution per month per eligible employee. Actual invoice cost savings less than an 8% will be divided between the District and the Union with half due to the Union by July 15th. Actual invoice cost between 8% and 10% will be paid equally by the District and Union. Actual invoice cost over 10% will be negotiated between the District and the Union.

Effective July 1, 2017, the District agrees to pay the actual invoiced cost increase up to a maximum of 8% over the FY 16-17 contribution per month per eligible employee. Actual invoice cost savings less than an 8% will be divided between the District and the Union with half due to the Union by July 15th. Actual invoice cost between 8% and 10% will be paid equally by the District and Union. Actual invoice cost over 10% will be negotiated between the District and the Union.

The District will make a good-faith effort to make the monthly payment to the Trust by the fifth of each month, but in no event later than the tenth of each month.

Agreement Between
International Association of Firefighters
Union Local #1604 - representing
Firefighters

and

City of Bellevue

January 1, 2013 thru December 31, 2015



The provisions of this article shall not be subject to the provisions of Article 24 – Grievance Procedure of this agreement.

ARTICLE 29. MERP – MEDICAL EXPENSE REIMBURSEMENT PROGRAM

29.1

The City shall allow bargaining unit members to participate in the Washington State Council of Firefighters M.E.R.P. (Medical Expense Reimbursement Program). By acting as a payroll agent, the City shall withdraw the contribution amount (on a pre-tax basis) from each bargaining unit member's salary, and forward the monies to the WSCFF Employee Benefit Trust. The Union will provide the assistance of the Treasurer from IAFF Local 1604, if needed, and requested by the City to assist with setup and troubleshooting. The only obligation of the City shall be to perform payroll deduction during the term of the contract. The City shall have no legal obligation(s) to MERP.

29.2

The contribution rate shall be deducted from the employee's paycheck on a pre-tax basis at a monthly rate established by the Union for this bargaining unit. The Union shall have the option to adjust the contribution rate every December for a January 1 adjustment.

29.3

These contributions shall be included as salary for the purpose of calculating retirement benefits, to the extent authorized by the Department of Retirement Systems (DRS). M.E.R.P. contributions will be withdrawn in the paycheck opposite of which Union dues are withdrawn.

29.4

The City will cooperate with the WSCFF Employee Benefit Trust, and the Treasurer from IAFF Local 1604 in allowing a payroll audit to ascertain if the proper amount of contributions have been made if necessary.

ARTICLE 30. ANNUAL FITNESS EVALUATION – FITNESS TESTING

This constitutes the agreement between the International Association of Fire Fighters, Local 1604 ("Union") and the Fire Administration of the City of Bellevue ("City") regarding the Fire Department's Annual Fitness Evaluation and the availability/eligibility of, and qualifiers for, the Wellness Physical. For the purposes of this Article, the term "parties" refers to the Union and the City.

1. The parties agree that an annual cardio sub-maximal fitness exam ("CSFE") for all members subject to Operations shall be mandatory.
2. The parties agree that the standards required for the CSFE shall be consistent with the IAFF/IAFC Fitness Initiative as it pertains to metabolic output standards. Currently, the minimum metabolic output standard is 39.55 ml/kg. The parties will confer should the IAFF/IAFC change or cause to be changed the Metabolic Output Standards.
3. The parties agree that failing to pass the objective metabolic output standards during the CSFE will subject a member to the procedures and standards outlined in the attached Corrective Action Matrix.

4. The parties agree that the City will give notice and an opportunity to bargain prior to the City making changes to the cardio fitness protocols or standards, or to the rights, privileges, or benefits established by this Article as required by law.
5. The parties agree that the CSFE established by this MOU will be administered by representatives from the Fire Training Division (TRAINING) and by Peer Fitness Trainers (PFTs) that are selected from amongst Fire Department personnel.
6. The parties agree that TRAINING and the Personal Fitness Trainers (PFTs) will administer the annual AFE. Both TRAINING representatives and PFTs shall be considered equal in authority for the purposes of administering the CSFE and will be available to test non-shift-work personnel and members returning to duty from disability consistent with required TRAINING re-entry.
7. At the election of any member, the parties agree that such member shall be granted an exemption from the CSFE for the year he or she participates in the Wellness Physical program and, in so doing, is also able to provide documentation that he or she was able to successfully reach the metabolic output standards identified in Paragraph 3 of this Article . In order to obtain such exemption, the member must provide a copy of the [standardized form setting forth the required metabolic output standards] signed by an authorized representative of the Wellness Physical program. The member shall not be required to provide or waive access to any other documents, medical information, or medical records that are otherwise created under the Wellness Physical program.
8. The parties agree that members who participate in the Wellness Physical may receive, at the discretion of the administering physician, a written target heart rate to be utilized in the Department's CSFE that is more tailored to the individual and in excess of the target heart rate for that individual as derived by the accepted target heart rate formula normally used under the CSFE. This target heart rate is to be used in the member's CSFE during years that the member is not eligible for a Wellness Physical. However, the target heart established during participation in a Wellness Physical must be renewed each year that a member becomes eligible to participate in another Wellness Physical. Target heart rates that were established during Wellness Physicals that predate a new eligibility year may not be used in years subsequent to such new eligibility.
9. As a substitute for meeting the CSFE standards established by this MOU, the parties agree that a member may, at any time (including while being subjected to the procedures set forth in the Corrective Action Matrix), provide documentation from a physician of the member's choice that he or she is able to successfully reach the metabolic output standards identified in Paragraph 3 of this Article. In order to obtain such exemption, the member must provide a copy of the [standardized form setting forth the required metabolic output standards] signed by the physician chosen by the member. The member shall not be required to provide or waive access to any other documents, medical information, or medical records that are otherwise created by or available to the member's physician.
10. The parties agree to the content of the Annual Fitness Assessment form and to the [standardized form setting forth the required metabolic output standards].
11. The parties agree that each member, unless exempted per this Article , shall complete all the components on the Annual Fitness Assessment..
12. The parties agree that the strength and tower walk components of the Annual Fitness Assessment shall not be treated strictly as "pass/fail" and shall therefore not be used as a

basis to subject a member to the Corrective Action Matrix established by this MOU. In addition, the parties agree that assessment of performance under these components of the Annual Fitness Assessment shall take into consideration that there may be transient or temporary non-debilitating conditions that may not represent a liability to a member, a crew, or the Department but that otherwise affect performance under these components. Participation in these components of the Annual Fitness Assessment shall continue to be non-punitive. However, the Department retains the authority to address this circumstance by requiring an evaluation of the member by a health care professional

13. The parties agree that each annual CSFE cycle shall be addressed in the Corrective Action Matrix as a singular event and that previous discipline from past fitness evaluations shall not be considered in any subsequent CSFE cycle.
14. Nothing in this Article or the Corrective Action Matrix shall be construed to have waived a member's "just cause" rights under the collective bargaining agreement, and the terms of this MOU and Corrective Action Matrix shall be enforced pursuant to the grievance procedure in the parties' current collective bargaining agreement.
15. In the event a member either passes or fails the annual CSFE, but is observed to be in physical distress a decision to send the member for a fitness for duty evaluation shall include a discussion between representatives of Fire Administration, Local 1604 and the member. The member shall be on paid administrative leave pending the results of said fitness for duty evaluation, and the member would remain outside of the corrective action matrix. This provision does not change the Department's authority under Article 1000, Section 11 of the Standard Operating Procedures regarding sending a member for a fitness for duty evaluation unrelated to a CSFE.

CORRECTIVE ACTION MATRIX

This matrix assumes continued failure of the Department's CSFE in the time prescribed and that a member is unable to produce documentation from his or her chosen physician, or an authorized representative of the Wellness Physical program, that he or she was able to successfully reach the metabolic output standards identified in Paragraph 3 of this Article . If at any time a member is able to produce such documentation, he or she shall not be required to undergo any evaluation by the City's physician for purposes of determining compliance with the Annual Fitness Assessment and, shall be regarded as having met the requirements of the CSFE, and shall not be subject to any further discipline related to compliance with said Assessment or any of the requirements set forth in the Corrective Action Matrix.

First Failure:

If the member fails the CSFE, the member is to remain on normal duty assignment and another evaluation shall be given at a later date, but no sooner than 30 days from the date of the First Failure, except as provided in section 16 of the Article .

Second Failure:

If the member fails the CSFE again, the member shall be relieved of duty, and placed on paid Administrative Leave pending the scheduling and completion of an assessment to be made by the Department's designated physician. The Department designee shall schedule the member to see a physician chosen by the City for the sole purpose of obtaining an accurate maximal cardio heart rate and to document that the member was or was not able to successfully reach the metabolic output standards identified in Paragraph 3 of this Article . If the member is able to reach such metabolic output standards, he or she shall be deemed to have met the required expectations under this Corrective Action Matrix. Certification of having reached such standards shall be documented on the [standardized form setting forth the required metabolic output standards] by signature of the Department's designated physician.

If a member does not pass the CSFE as provided under this section, due solely to insufficient fitness, he or she shall be placed on Modified Duty for up to 30 days.

During the time that the member is on Modified Duty, the member will be required to exercise on duty for two hours every, day, (unless prohibited by a health care professional) with a primary emphasis on cardio/pulmonary improvement. Members may have PFT assistance if desired consistent with operational demands. The Department may require PFT assistance. The Member may voluntarily take a monitored CSFE at any time during this period and will return to full duty status if he or she passes. Absent such voluntary CSFE, the member shall be re-evaluated again at a later date, but no sooner than 30 days from date of the Second Failure.

Third Failure:

If the member fails the CSFE again due solely to fitness, Modified Duty status shall be re-evaluated based on the member's effort and. If continued Modified Duty is granted, the member shall continue the work-out schedule as described above. The member can resume full duty status if he or she passes a CSFE at any time during this period. If the member is not granted continued Modified Duty status, the member shall be allowed to use accrued paid time off or leave without pay until he or she passes the CSFE within the time frame required by this section. The member will receive a written reprimand, and shall be re-evaluated again at a later date, but no sooner than 30 days from date of the Third Failure.

Fourth Failure:

If the member fails the CSFE again due solely to fitness, Modified Duty status shall be re-evaluated based on the member's effort and progress. If continued Modified Duty is granted, the member shall continue the work-out schedule as described above. If the member is not granted continued Modified Duty status, the member shall be allowed to use accrued paid time off or leave without pay until he or she passes the CSFE within the time frame required by this section. The member can resume full duty status if he or she passes a monitored CSFE at any time during this period. The member shall receive a second written reprimand, and be re-evaluated again at a later date, but no sooner than 30 days from date of the Fourth Failure.

Fifth Failure:

If the member fails the CSFE again, due solely to fitness Modified Duty status shall be re-evaluated based on the member's effort and progress. If continued Modified Duty is granted, the member shall continue the work-out schedule as described above. If the member is not granted continued Modified Duty status, the member shall be allowed to use accrued paid time off or leave without pay until he or she passes the CSFE within the time frame required by this section. The member can resume full duty status if he or she passes a monitored CSFE at any time during this period. The member shall be subjected to discipline up to and including possible suspension. The member shall be re-evaluated again at a later date, but no sooner than 30 days from date of the Fifth Failure and no sooner than 150 days from the initial failure.

Sixth Failure:

If the member fails the CSFE again due solely to fitness, he or she shall receive a notice of intent to terminate, and shall be terminated,

If the member is terminated under this provision, such termination shall not be regarded as being based upon any form of misconduct or as disciplinary in nature and shall not result in any other adverse employment consequences within the control of the City including, but not limited to, other employment opportunities with the City, application for unemployment benefits, or references requested by other outside employers.

The above disciplinary matrix applies to those who fail a CSFE solely due to fitness. If a member is unable to meet the required standards because of an injury, illness, and/or disability, documentation of such injury, illness, and/or disability, the use and consequences of sick, disability leave or charge time, shall occur per the Department's regular established procedures. . The member will be permitted to retake the CSFE upon health care provider releasing the member to full duty.

ARTICLE 31. WELLNESS**31.1 Wellness**

A Joint health and Wellness Committee (JHWC) will be established. The JHWC will meet quarterly on Wellness, or more frequently as needed.

The JHWC will be comprised of four members (two appointed by Fire Administration and two appointed by the Union's Executive Board).

The goal for the funding of a joint City-Union investment in funds and resources is to increase firefighter wellness to reduce illnesses, risk of sudden death, decrease occupational injuries, reduce time loss, increase workforce health, employee morale and public safety.

31.2 Employer Support

The Employer will invest and budget in the Wellness Program over the term of the contract, subject to budgetary considerations.

Use of allocated funds will be decided by the JHWC and shall include but not be limited to the following as prioritized by the JHWC.

- To funding of a physical exam for each bargaining unit member over the contract term

- To provide selected educational resources (e.g. wellness/fitness, classroom materials, successful fire department models, wellness/fitness video library)
- To provide Peer Fitness trainer support

31.3 Union Support

The Union agrees to pay for tuition and travel expenses for JHWC committee approved by Peer Fitness trainers to selected conferences/training classes/seminars. The Department agrees to provide work coverage for members attending such conferences/training class/seminars. Time spent attending the selected conferences/training classes/seminars will not be viewed as compensable time, if the conferences/training classes/seminars occur outside their normally assigned shift.

To reduce the cost associated with mandatory participation, the Union and its members will not claim that time spent completing physical examinations associated with the Wellness Exam is compensable time under the terms of the Agreement, if the Wellness Exam is compensable time under the terms of the Agreement, if the Wellness Exam is conducted outside of their normally assigned shift..

During September-October each year, the JHWC will secure written documentation for the money spent, as to any monetary savings to the Department (e.g. by reduced incidence of occupational injury, time loss, absence due to illness, etc.). The goal of such documentation is to demonstrate and/or justify the savings associated with the Wellness Program for the City.

If such documentation is not provided or is not sufficient, the Wellness Program may be modified or suspended by the Employer and shall not be subject to the grievance procedure.

31.4. Funding

To achieve the above goals, both parties agree that a long term commitment to the Wellness Program will enable collection of better data, and achievement of more success in justifying the above funding and the need for additional funding.

31.5 Program Requirement

Member participation shall be mandatory, however non-punitive, for all LEOFF personnel.

ARTICLE 32. PHYSICALLY CAPABLE *

relating to fitness-for-duty

32.1

The parties recognize that in accordance with Washington State law pertaining to safety standards for firefighters, the City is obligated to ensure that when respiratory protection is used under specific work site conditions, that such use does not present an unreasonable health risk to an employee. To meet this obligation the City is authorized to identify, retain, or appoint licensed health care professionals ("LCHP's") to evaluate and make recommendations regarding whether such employee is medically able to use a respirator (i.e. to be given a "Respiratory Clearance").

32.2

The parties further recognize that in accordance with Washington State Law pertaining to safety standards for firefighters, the City is also obligated to ensure that employees who are expected to do interior structural firefighting are physically capable of performing duties that may be assigned to them during emergencies, and that the City is not permitted to allow employees with known physical limitations reasonably identifiable to the City to participate in structural fire fighting emergency activities unless the employee has been released by a physician to participate in such activities.

32.3

The parties recognize that the LHCP's role in the Medical Monitoring Program is to provide independent medical advice to the City based on the LHCPs best judgment with regard to application of the requirements of the Washington Administrative Code. The parties further recognize that in the course of the Medical Monitoring Program, the LHCP may identify certain medical conditions or issues for individual employees which are relevant to the legally mandated safety standards that require additional information in order to determine whether the employee meets the standards. In such cases the LHCP shall identify the issue(s) to the employee and the Chief.

32.4

The parties agree that where the LHCP's determination of a LEOFF 2 bargaining unit member's ("member") physical capability is not in agreement with the member's personal physician's determination, the procedure set forth herein shall apply.

When authorized by the member, all relevant medical records will be shared between the LHCP and the member's personal physician. Should the member elect not to provide medical records from his/her personal physician, and/or if the two physicians are still in disagreement after review and discussion, all relevant medical records shall be presented to a third party health care provider for an independent opinion on whether the member is physically capable.

The Fire Chief will exercise his/her responsibility and authority, as set forth in this Agreement, to consider these opinions and any other relevant information and make a determination whether to terminate or retain the bargaining unit member.

32.5

The parties have determined that the two health care providers will select the neutral third physician in such a manner so as to locate physicians that both health care providers recognize as experts in these types of fields, and in an effort to maintain costs – located in the State of Washington. Should both health care providers recommend a neutral third party expert that would require unusual cost or travel expenses outside the State of Washington, the Union reserves the right to pay such expenses on behalf of the member.

32.6

The member is responsible for all costs associated with consulting his/her treating physician under their normal claims experience. The City is responsible for all further costs initiated by the City and associated with evaluating the member's ability to perform essential job functions and/or any other applicable law that involves direct costs for services associated with such evaluations, screenings and examinations.

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
FIRE FIGHTERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 3rd day of
November, 2015,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County"), and the County Forester and Fire
Warden

AND

LOS ANGELES COUNTY FIRE FIGHTERS,
LOCAL 1014, IAFF, AFL-CIO

Section 8. Catalina Island Assignment

Effective July 1, 1994, employees who are assigned to work on a permanent basis on Catalina Island and who are not provided living quarters, shall be entitled to compensation at a rate four schedules higher than the base rate established by this Article.

Section 9. Shooting Bonus

Fire fighters assigned as arson investigators shall receive shooting bonus as follows:

- | | |
|--------------------------|------------------------|
| a.) Marksman | \$2.00 per pay period |
| b.) Sharpshooter | \$4.00 per pay period |
| c.) Expert | \$8.00 per pay period |
| d.) Distinguished Expert | \$16.00 per pay period |

Section 10. Wellness/Fitness For Life Bonus

All permanent safety employees in the bargaining unit shall receive a bonus of up to twelve (12) standard salary levels contingent upon successful completion of the Fitness-for-Life! Program as provided for in Appendix A.

APPENDIX A

WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, aerobic capacity, and wellness.

Requirements to qualify for bonus.

Four standard salary levels:

1. Annually complete 12 hours of Wellness/Fitness-for-Life Continuing Education.
2. Complete a medical evaluation at ages 25, 30, 35, 40, 42, 44, 46, 48, 50 and annually thereafter. The medical evaluation must be completed within birth month, or within two weeks preceding or following the birth month. This testing window may be extended for participants who are ill or injured.

Four additional standard salary levels:

3. Annually complete a physical fitness assessment and achieve the following targets:
 - a) Push-ups: 24 within 60 seconds
 - b) Crunches: 35 within 60 seconds or Plank: Hold for 60 seconds.

Four additional standard salary levels:

4. Annually complete an aerobic test and achieve a VO2 Max as follows:

<u>Age Group</u>	<u>VO2 Max Target</u>
Less than 30 years	40
30-40 years	38
41-50 years	36
More than 50 years	34

Optional Medical Testing:

Bargaining unit members may request blood testing every year during their annual scheduled fitness testing.

142985--0

MEMORANDUM OF UNDERSTANDING

CITY OF PHOENIX

AND

PHOENIX FIRE FIGHTERS ASSOCIATION

LOCAL 493

2016 - 2019

- D. An employee who has been on extended leave (paid or unpaid) of two (2) months or longer shall have the next annual uniform allowance reduced by one-twelfth (1/12) of the annual allowance for each month of extended leave.
- E. **HONOR GUARD** - The Phoenix Fire Department Honor Guard is a professional organization that represents the Fire Department at official events, memorial services and fire fighter's funerals. **Through the work of the United Phoenix Fire Fighters Association, a registered 501c-3 non-profit association (ID#866053047), the Honor Guard provides public education and community service. Each year of this agreement, the Chief Financial Officers will direct \$25,000 to the non-profit association, which has been charged to the total compensation of the Unit 5 economic package, to support the work and related expenses of maintaining the Honor Guard.**

Section 5-7. Tuition Reimbursement

- A. Employees who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
 - 1. The maximum sum reimbursable to employees each fiscal year shall be \$6,500.
 - 2. To be eligible for any reimbursement, employees must have successfully completed academic or training courses approved in advance by the Fire Chief and the Human Resources Director and meet the requirements of A.R. 2.51 as may be amended, provided such amendments are not in conflict with the M.O.U.

Section 5-8. Wellness, Health and Fitness

Each employee shall contribute one dollar (\$1.00) per month to the UPFFA Health and Fitness Equipment fund. These funds will be transferred monthly to the union. The funds, plus accrued interest, will be used to purchase additional fitness equipment, and address wellness and benevolence issues, with the purchase of fitness equipment being the priority. The Health and Fitness labor management committee shall oversee the funds and purchase equipment after reviewing input from all Fire Department personnel. Employees who are opposed to contributing to the fund may fill out a form in December requesting a refund of their previous year's contributions. The contribution will be deducted from the first paycheck of each month. The City Auditor Department may conduct annual audits of this fund. Any payments not adequately supported by the documentation of expenses will be returned to the fund by the Fire Union.

Section 5-9. Worker's Compensation

- A. Employees who agree to participate in the Fire Department's health centers consultation and rehabilitation programs shall continue to receive one hundred percent (100%) of their current rate of pay while off-duty due to an industrial injury based on



Collective Bargaining
Agreement for Fiscal
Year 2018/2020
Between

The International
Association of Firefighters
Local #2066, AFL-CIO-CLC
and

The City of Midwest City

Midwest City, Ok

Oklahoma

CBA Between Midwest City and IAFF Local 2066

Contract Year 2018/2020

Additionally, the City agrees to the following provisions as concerns future employee and/or dependent insurance premium increases:

1. The City Manager will notify Local 2066, in writing, of any premium increase recommendations of the Insurance Committee that are being taken to the City Council for approval.
2. Said notification will specify the exact dollar amount of increase for the employee premium and/or for the dependent premium being recommended to the Council.
3. The written notice shall be delivered to Local 2066 prior to the date of the premium increase recommendation being presented to the City Council for approval.

Said written communication will not be intended to change in any manner any other relationship of the parties in regards to the health insurance programs or premiums, but will simply serve to give Local 2066 prior notice of the Health Insurance Committee's recommendations to the Council for approval.

ARTICLE 29

LIFE INSURANCE

SECTION 1. The Employer shall provide life insurance for members of the Fire Department with a basic benefit of thirty thousand dollars (\$30,000) and a double indemnity benefit for accidental death in the amount sixty thousand dollars (\$60,000).

SECTION 2. To have optional life insurance extended to members of the bargaining unit, the Union must have 100 percent (100%) of members elect to participate. The Employer shall pay fifty percent (50%) of any premium with the employee paying the remaining fifty percent (50%).

ARTICLE 30

HEALTH PHYSICAL

SECTION 1. The Employer agrees to pay the cost of a physical examination for employees. The Department will be divided as equally as possible into one-thirds (1/3) and in any given year one-third (1/3) of the department will be given the opportunity to attend an annual physical examination regardless of age.

The physical shall coincide with the needs of the physical fitness program. The physical shall consist of the following:

- History and physical
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)
- X-Ray chest and spine
- Lumbar-sacral spine X-ray at Employees Discretion
- Pulmonary function exam
- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostate Exam and PSA (if over 30)
- Static and Isoinertial Testing of Arm/Pull and Lifting tests
- A testicular exam for all male employees regardless of age
- Hepatitis C antibody screen
- Hepatitis B antibody screen
- Tdap immunization
- MMR Booster immunization at the employee's discretion
- Hepatitis A vaccination at the employee's discretion
- HIV Screen
- Calcium Scoring Test for all employees over 40

SECTION 2. If the Employer has reasonable cause to question a firefighter's physical fitness (health) to perform his/her assigned responsibilities, it may elect to require the individual to submit to a special physical examination at the Employer's expense or notify the individual employee of the necessity to review the results of the physical examination provided herein. If the employee refuses to release such results, the issue will be resolved through the grievance procedure, including arbitration, with the cost being borne equally by both parties.

ARTICLE 31

WORKING ON PERSONAL PROPERTY

Members of the bargaining unit shall be allowed, with the approval of the immediate supervisor, to work on personal items after regular working hours are over, provided there is no Fire Department business to be done. This type of activity may be performed under the following conditions:

- A. Work will not constitute a major overhaul of personal property.
- B. Work shall be limited to projects of a non-compensatory nature.
- C. No City equipment or supplies will be used.

AGREEMENT

BY AND BETWEEN

THE VALLEY REGIONAL FIRE AUTHORITY

AND

THE INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS' LOCAL #1352

**Firefighter, Firefighter Specialist, Deputy Fire Marshal, Captain and Assistant Fire
Marshal Bargaining Unit**

January 1, 2017 through December 31, 2019

This agreement is between the Valley Regional Fire Authority (hereinafter called the "VRFA") and the International Association of Fire Fighters' Local #1352 (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties as to conditions of employment for Firefighter, Firefighter Specialist, Deputy Fire Marshal, Captain and Assistant Fire Marshal whom the VRFA recognizes the Union as the collective bargaining representative.

Valley Regional FA

Auburn, WA

the Agreement and will not have jurisdiction to add to, detract from, or alter in any way the provision of this Agreement. Any decision within the jurisdiction of the Arbitrator will be final and binding upon the parties. The award and/or findings by the Arbitrator will be binding upon all parties concerned

- 9.5 **Arbitration Board Option** - By mutual agreement the parties may elect to establish an Arbitration Board, which will consist of a representative of the Union, a representative of the VRFA, and an Arbitrator mutually selected from FMCS. The chairman of the Board will be the FMCS Arbitrator. The fees and expenses of the Arbitrator will be divided equally between the VRFA and the Union; provided, however, that each party will bear the cost of presenting its own case. The Board's decision will be based solely upon its interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The award and/or findings by the Board will be binding on all parties concerned.
- 9.6 **Time Limits** - Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Article 10 – IAFF/IFC Wellness Fitness Initiative

- 10.1 **Program** - The VRFA and the Union agree to implement and abide by the provisions in the IAFF/IAFC Joint Labor/Management Wellness-Fitness Initiative. It is the intent of both parties to use the Initiative as a tool to achieve compliance with laws and standards regarding firefighter health and safety.
- 10.2 **Annual Physicals** - Members will utilize their preventative medical insurance benefit to pay for any qualified cost associated with a member's annual physical that will not incur any out-of-pocket cost to the member. The VRFA will continue to pay for any test or procedure associated with a member's annual physical that is not paid for by their preventative medical insurance benefit.

Article 11 – Probationary Terms of Employment

- 11.1 **Term** - Probationary periods upon initial appointment will not exceed one (1) year in length. Probationary periods may be extended at the discretion of the Administrator or designee in the case of an extended absence from work during the probationary period. During a member's initial probationary period, he/she may be discharged by the VRFA at will and does not have cause protection. Any discharge during a member's initial probationary period is not subject to the grievance procedure.

AGREEMENT

between

CITY OF INDIANAPOLIS

and

INDIANAPOLIS PROFESSIONAL FIRE FIGHTERS, LOCAL 416

EFFECTIVE

January 1, 2017 through December 31, 2020

EXHIBIT A

Indianapolis Fire Department

IAFF/IAFC Wellness Fitness Initiative

<u>Category</u>	<u>Service</u>	<u>Definition/Explanation</u>	<u>Interval</u>
Laboratory	Urinalysis (UA)	Current dip urine expanded to include microscopic analysis on all fire fighters	Annual
	Hepatitis B (HBV)	Baseline Hepatitis B. Vaccination Conversion	All x 1 and new recruits
	Antibody Titer		
	Hepatitis C (HCV)	Baseline Hepatitis C Virus Testing	All x 1 and new recruits
	Panel -- UA, HBV, HCV	Items grouped into a panel to decrease cost	
Radiology	Prostrate Specific Antigen (PSA)	Screen for Prostate Cancer	Required Annually for Males>50 -- Offered to Male 40-49
	HIV	Aids Test	Annually by Request
	Pelvic/PAP	Cervical Cancer Screen	Optional Annually all Females
	Mammogram	Breast Cancer Screen	Optional Through Benefit Plan
	Chest X-ray	Environment and Hazardous Material Screen for Disease	All Every Five years
Fitness	Hand Grip	Strength Test	
	Dynamometer(2)		
	Hip/Thigh Dynamometer	Strength Test	
Drug, Alcohol, Tobacco, and Steroid Testing			

Format: (Article.Section.Subsection)

Indianapolis, IN (L0416)

IV.1.a-b: Establishment of Health and Safety Committee

IV.11: Annual physicals provided by City

IV.12: Subsidized membership at fitness center

VII.1.4.c-e: Wellness/physical fitness program related to reduced health care costs

VII.9: Physical fitness incentive

Los Angeles County, CA (L1014)

9.10: Wellness/Fitness for life bonus

Appendix A: Wellness/Fitness for life program details

Phoenix, AZ (L0493)

5.8: Wellness/Fitness monthly contributions

Tualitan Valley Fire and Rescue, Tualitan, OR (L1660B)

Pop: ~26,000

6.4.2.d: Reimbursement related to required annual physical

20.1: Wellness/Fitness program and oversight committee

Valley Regional Fire Authority, Auburn, WA (L1352)

Pop: ~70,000

10.1: Agreement to abide by IAFF/IAFC Wellness-Fitness Initiative

10.2: Annual Physicals

Bellevue, WA (L1604)

Pop: ~144,000

30: Outline of Fitness Evaluations including corrective measures

31: Establishment of joint health and wellness committee

32: "Physically Capable" relating to fitness-for-duty for fire suppression duties

Midwest City, OK (L2066)

30.1: Outline of annual physicals provided by employer

30.2: Special case physical examinations

Idaho Falls, ID (L1565)

Pop: ~61,000

XIV.3: City's right to require physical examinations

XIV.4: City's obligation to provide funds for physical fitness equipment at stations

XIV.6: Administration of joint fitness program and pertinent details

XXII.1-3: Establishment of Health and Safety Committee including membership and purpose

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BALTIMORE COUNTY ADMINISTRATION**



AND

**THE BALTIMORE COUNTY
PROFESSIONAL FIRE FIGHTERS ASSOCIATION**



JULY 1, 2016 THROUGH JUNE 30, 2019

ARTICLE 20 - DEPARTMENTAL WELLNESS AND FITNESS

Section 20.1 - Purpose and Scope.

- A. To take care of our own members as well as we take care of others.
- B. To provide the highest quality service to the community.
- C. To meet all wellness requirements necessary for fire service personnel, and decrease the escalating disability costs.
- D. To be proactive by investing resources and personnel to provide programs to maintain healthy, fit, and capable Fire and EMS service personnel throughout their career and for quality retirement life.

Section 20.2 - Wellness and Fitness Initiative.

- A. The Department and Association both recognize the value of a healthy, well and fit workforce.
- B. The Department has established and will continue to maintain a Standard Operating Procedure (Personnel 19) that considers the recommendations of the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative (WFI).
- C. The Department has additionally established and will continue to maintain a Standard Operating Procedure (SOP 400-14) that ensures each member engages in physical activities during the course of their duties.
- D. The wellness/fitness program shall be a positive program and not be punitive in design.
- E. It is agreed that any changes made to Personnel 19 within the duration of this MOU shall only be made by mutual agreement between the Department and the Association.

Section 20.3 - Fitness Core Group.

- A. Consistent with the physical fitness Standard Operating Procedure (Personnel 19), the Department will establish a Fitness Core Group that will include representation from IAFF Local 1311.
- B. The Fitness Core Group will meet no less that two times a year to discuss the progress of physical fitness within the Department.
- C. The Fitness Core Group will consider the recommendations of the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative (WFI) as they develop the fitness program.

Section 20.4 - Peer Fitness Trainers.

- A. The Department agrees to consider the IAFF Peer Fitness Trainer (PFT) Program as a model for delivery of the program.
- B. The purpose of the PFT modeled program is to provide a fitness trainer standard consistent with the health and fitness needs of the Fire Service and the Baltimore County Fire Department.
- C. Once a PFT has successfully passed the certification examination, they will have demonstrated they possess the knowledge and skills required to design and implement fitness programs, improve the wellness and fitness of the members, assist in the physical training of recruits, and assist the broader community in achieving wellness and fitness.
- D. PFT's shall receive a Supplemental Pay as enumerated in Section 10.25 herein.

Section 20.5 - Employee Assistance Program. The County and Department shall maintain an Employee Assistance Program (EAP) for all employees. Members are strongly encourage to take full advantage of this benefit when the need may arise.

Section 20.6 - Medical Exams.

- A. Realizing the benefit of early detection and prevention, each member shall receive a Medical Exam within every eighteen (18) months consistent with the fitness Standard Operating Procedure (Personnel 19).
- B. If so desired, a member will be afforded a complete NFPA 1582 Physical by the Medical Facility under contract with Baltimore County.
- C. Each member that obtains an Annual Physical by the Medical Facility under contract with Baltimore County during their off duty time shall be granted four (4) hours of Compensatory Time.
- D. An individual's personal medical history and condition is a private and confidential matter. As such all reports and paperwork shall be treated confidentially and be compliant with local, state, and federal laws. Including but not limited to HIPPA.

ARTICLE 21 - DURATION AND SCOPE OF MEMORANDUM

Section 21.1 - Separability. In the event any portion of this Memorandum of Understanding should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific portion thereof specified in the court's decision; and upon issuance of such a decision, the Administration and the Association agree to meet and confer on the invalidated portion.

Section 21.2 - Implementation of Memorandum of Understanding. The administration shall introduce all legislation necessary to implement and give full force and effect to the provisions of any Memorandum of Understanding negotiated to succeed this Memorandum of Understanding, and the Administration and Association shall support all such legislation, both before the Personnel and Salary Advisory Board and the County Council. The Association will be given an opportunity to review this proposed legislation prior to its submission to the Personnel and Salary Advisory Board and the County Council.

Section 21.3 - Duration.

- A. Subject to Section 4-504 of the Labor and Employment Article of the Annotated Code of Maryland and subsection (B) hereof:
- B. This Memorandum of Understanding shall become effective July 1, 2016 and shall continue in full force and effect until June 30, 2019. This Memorandum of Understanding shall be automatically renewed from year to year after June 30, 2019 unless:
 - 1. Prior to October 15, 2018, either party may give the other written notice of a desire to terminate, modify or amend this Memorandum of Understanding effective as of June 30, 2019.
 - 2. Subject to Section 4-504 of the Labor and Employment Article of the Annotated Code of Maryland and the provisions of Subsection (A) above, for Fiscal Year 2000 and each year thereafter, this Memorandum of Understanding shall be executed by the County Executive, and the County Executive shall offer a resolution for adoption by the County Council ratifying the fiscal obligations for that year under this Memorandum of Understanding, or
- C. If the resolution referred to in (B) above or any other legislation necessary to effectuate the terms of this agreement is not adopted by the County Council, the parties shall recommence negotiations if either party so requests.
- D. It is agreed that changes in M.O.U. sections relating to promotional, disciplinary, and/or grievance issues may be made by mutual agreement between the Administration and the Association.



2018- 2020 Agreement Between City of Bellefontaine and IAFF 351

05-08-2018
1371-04
17-MED-09-1104
K36768

AN AGREEMENT BETWEEN
THE CITY OF BELLEFONTAINE
AND
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS,
LOCAL 351

EFFECTIVE: JANUARY 1, 2018

EXPIRATION: DECEMBER 31, 2020

the Director or his designees schedule the meetings during employees' workday, the employees shall be paid while attending such meetings.

15.02 The Union and the City agree that the health, safety and well-being of all employees requires compliance with the City's Alcohol and Drug Testing Policy. Each employee shall be issued a copy of this policy. In addition, a copy shall be placed in the employee's resource manual.

15.03 The City and the Union are committed to encouraging and facilitating wellness and fitness within the work force. The City and the Union believe that fitness within the work force is of direct benefit to both the employee and the Employer. To this end the City and the Union agree to work together to create a wellness program for the bargaining unit members. The structure of this program has not been identified. It has not been determined what combination of wellness testing, fitness testing or other measures may be appropriate. Likewise it has not been determined whether the programs should be voluntary or mandatory. Likewise, the costs or affordability of a program have not been quantified. Without otherwise limiting the approaches of study to result in a feasible program, the Union and the City agree that any final proposals will require review and approval of the legislative authority of the City as a modification to this Agreement.

ARTICLE 16 PERSONNEL FILES

16.01 Employees shall be allowed to examine their personnel file(s) upon submitting a written request to the Service-Safety Director or his Department Head, as appropriate.

16.02 The time for reviewing the file shall be determined by the Service-Safety Director or Department Head, as appropriate, except that the time shall be during regular office hours. The Service-Safety Director or Department Head, or their designee shall be present during the review.

16.03 Employees shall be allowed to submit written explanations or rebuttals to any inaccuracies of documents contained in the file. Such explanations or rebuttals shall be attached to the document called in question and remain in file with such questioned document.

16.04 Should any contents of any employee's personnel file be the subject of a grievance, the Union with the employee's presence and approval, shall be granted access to those documents in question and have the right to photocopies of such documents at the prevailing charge per copy.

16.05 In the event the Service-Safety Director deems questioned documents to be inaccurate, he shall remove such documents or the inaccurate portions thereof.

16.06 All action of record will be maintained in each member's personnel file throughout his period of employment, with the exception that any records of documented warnings and written reprimands will be removed from the file, upon the request of the member, two (2) years after such action was taken, provided no further corrective action has occurred.

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS

LOCAL 49, AFL-CIO

May 1, 2015- April 30, 2018



ARTICLE 30 WELLNESS

Section 30.1 Physical Fitness Program.

The parties agree that it is in their mutual interests for employees to be in good physical condition. In order to ensure employees are physically able to perform their fire suppression duties, the parties agree that the Bloomington Fire Department standard operating procedure titled "Annual Job Physical Fitness Testing" dated June 15, 1994 shall remain in effect for the duration of this Agreement. It is understood that there shall be no change in the standard operating procedure without mutual consent, in writing, by both the Union and the City.

Section 30.2 Wellness Initiative.

The goal of the annual Wellness Initiative is for personal fitness improvement and the ability to detect medical issues early. All personnel shall participate in a mandatory, annual, non-punitive and confidential Wellness Physical. All appointments shall be arranged and paid for by the City and will be conducted while the employee is on duty. No individual medical information obtained from the testing under the Wellness Initiative will be shared with the City by the Health Care Provider.

ARTICLE 31 PROBATIONARY EMPLOYEES

Probationary employees shall be subject to all provisions of this Agreement except that:

- (a) Hours and schedules may be changed as necessary to complete required training.
- (b) Probationary employees who do not satisfactorily complete requirements of probation may be dismissed at the

COLLECTIVE BARGAINING AGREEMENT

between

BROWARD SHERIFF'S OFFICE



and

BROWARD COUNTY PROFESSIONAL FIREFIGHTERS AND PARAMEDICS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC
LOCAL 4321



EFFECTIVE OCTOBER 1, 2015 – SEPTEMBER 30, 2018

ARTICLE 32
SAFETY / HEALTH / WELLNESS

- A. The parties agree to abide by published standards on sanitation, safety, and health in accordance with applicable Federal and State statutes or county ordinances pertaining thereto, as mutually agreed upon by the Joint Occupational Safety and Health (J.O.S.H.) Committee.
- B. Protective devices, wearing apparel, and other equipment necessary to properly protect the Bargaining Unit Members shall be provided by the Sheriff, and shall meet or exceed the level of protection currently provided to the personnel.
- C. J.O.S.H. committee shall be established and administered by Fire Rescue Administration. This Committee shall at a minimum include three (3) representatives and one (1) alternate representative appointed by the Union and three (3) representatives and one (1) alternate representative of the Fire Rescue Department's management and the Sheriff's Director of Risk Management or his/her designee, and additional members as mutually agreed to by both parties. One member, elected by the Committee, shall serve as the Chairperson. Chairpersonship shall be on a one year rotating term. Fire Rescue Administration will assign a staff person to serve as the recording secretary.
- D. This committee will post in advance the scheduled dates to meet which at a minimum is quarterly each calendar year and at mutually agreed times. An unscheduled meeting may be called by the Chairperson, Union or Management. The purpose of all meetings is to discuss safety and health issues and make recommendations concerning safety and health practices of the Fire Rescue Department. The purpose of such meetings shall not be to resolve grievances or negotiate contract language. All meetings must have a quorum. A quorum constitutes two (2) representatives/alternates from management and two (2) representatives/alternates from the Union.
- E. The three (3) primary J.O.S.H. Committee members shall be permitted to attend committee meetings on duty without the use of union time pool. Off duty attendance shall be compensated at the appropriate rate of pay.
- F. The J.O.S.H. Committee shall conduct meetings for the purpose of developing and making recommendations for implementing Safety/Health/Wellness programs and shall monitor such programs for effectiveness.
- G. The J.O.S.H. Committee established by this Agreement may evaluate changes in specifications for protective clothing, equipment, tools, appliances and apparatus that relate to safety, before

implementation by the Department, and may issue advisory reports to the Fire Chief concerning such changes. The Committee shall be notified in advance of any proposed changes to the above-mentioned specifications.

- H. Fire Rescue Administration shall provide administrative support for all J.O.S.H. meetings. The meeting agenda and complete accurate minutes of each meeting will be made available electronically to all Fire Rescue personnel within one (1) week of the J.O.S.H. meeting taking place.
- I. Effective October 1, 2011, two (2) bargaining unit members of the JOSH Committee will be allowed to attend the International Association of Firefighters John P. Redmond Foundation Symposium on the Occupational Health and Hazards of the Fire Service. The BSO will provide two (2) shifts paid time off for each of the two (2) bargaining unit members to attend biennially. The BSO will provide registration costs up to a maximum of five hundred dollars (\$500.00) biennially, for each of the two (2) bargaining unit members to attend.
- J. The parties agree that the Joint Occupational Safety and Health (JOSH) Committee will be responsible to review and investigate in cases involving an injury to bargaining unit members and to make recommendations to the Fire Chief on matters of safety. JOSH committee members will be notified whenever a bargaining unit member is injured.
- K. Medical exams for all bargaining unit members will be administered every two (2) years by BSO, subject to funding, while the employee is on-duty, commencing January of 2017. All bargaining unit employees shall be required to take the medical exam. The physical will be conducted at contracted facilities mutually agreeable to BSO and the Union and shall consist of the following minimum requirements: NFPA 1582 compliant medical exam, 12 lead EKG interpreted by a licensed Cardiologist when abnormalities are identified, Chest X-Ray as recommended by examining physician (at the employee's option), Mammogram at the employees option, Hepatitis screening and immunization, Heavy Metal testing, Prostate Specific Antigen (PSA) test for all males age forty (40) or over and to other males as recommended by examining Physician, Ultrasound Body Scan as recommended by the examining physician.
- L. During the term of this agreement, the parties agree to discuss and consider adoption of the IAFF/IAFC Wellness Fitness Initiative project as the guidelines for employee health and wellness.
- M. BSO agrees that the results of the physical information shall remain confidential between the employee and the health care provider (s).

- N. 4321 agrees that should the results of the mandatory medical examination result in a bargaining unit member filing a workers compensation claim that the information from such physical related to the claim shall then be made available to BSO for the purpose of claim evaluation.



Agreement

between

**Charlotte County, Florida
Board of County Commissioners**

and

**Suncoast Professional
Firefighters and Paramedics
Local 2546
of the
International Association of Firefighters
AFL-CIO**

**Collective Bargaining Agreement
for the period of
October 1, 2015 - September 30, 2018**

reimburse the County for these items. If the full cost of reimbursement is not made the County may pursue collection of these costs by all lawful means.

22.4 - Blood Borne Pathogens Prevention

Union and County agree to comply with the Department's Blood Borne Pathogens Policy, which shall comply with OSHA Standard 1910.1030 and be in accordance with all applicable laws.

22.5 - Wellness Program

Union and County recognize the unique working situations confronted by Fire/EMS personnel and how these situations can increase exposure to injury. Thus it is incumbent upon both the Union and County to promote injury prevention through properly designed injury prevention training programs. The County will institute the Fit Responder Program which is specifically designed to reduce injuries among first responders. The employee's participation in this program is voluntary and the program is non-punitive in nature.

22.6 - Physical Examinations

Union and County mutually agree that physical fitness, strength and agility are important requirements for jobs in the Fire and Emergency Medical Services and are of great concern to all employees and Management.

All employees shall receive an annual physical through the Employee Health Center in accordance with NFPA 1582, Chapter 7 *Occupational Medical Evaluations of Members*.

Confidentiality shall be maintained and any results will be subject to review only by the employee and examining physician. The County will not have access to these results unless authorized by the employee in writing or as otherwise provided for by law.

22.7 – Facility Safety

All Fire Department facilities shall comply with all legally-applicable health, safety, building and fire code requirements.

Approved as to
form only:

[Signature]
Date: 3/7/2018

City of Cheyenne
City Contract No.: 6808

2018 – 2019

Collective Labor Agreement

Between

**City of Cheyenne, Wyoming
2101 O'Neil Avenue
Cheyenne, Wyoming 82001**

And

**Cheyenne Firefighters
Local Union No. 279,
International Association of Firefighters
P.O. Box 674
Cheyenne, Wyoming 82001-0674**



SECTION 26. WELLNESS/FITNESS PROGRAM

The City agrees to provide an annual physical for all Members per National Fire Protection Association 1582 guidelines. In addition, specialty team members will receive any additional testing as required by the standard.

Furthermore, the City and the Union agree to adopt and promote the International Association of Fire Chief's International Association of Fire Fighters Peer Fitness and Wellness Program.

This benefit does not constitute a prevailing right.


AGREED TO FOR THE

2018-2019 COLLECTIVE LABOR AGREEMENT

THIS 2 DAY OF April, 2018



Jonathan Bertsch, President
I.A.F.F. Local No. 279



Marian J. Orr, Mayor
City of Cheyenne



Collective Bargaining Agreement

City of Claremore

&

IAFF Local 1077

Fiscal Year 2017-2018

ARTICLE 5-Medical Evaluation/Fitness & Wellness Program

Section 1

The City and the Union agree that department personnel are required to receive yearly medical evaluations in order to comply with requirements of NFPA 1582, the Oklahoma Firefighters Retirement and Pension System, the Oklahoma Occupational Health and Safety Act, and the Oklahoma Workers' Compensation Commission. The employer will provide the medical evaluations at no cost to the employees where required by law, rule, or adopted standard.

Section 2

The City and the Union, both recognizing the physical demands of the mere nature of firefighting, and the stresses associated in the day to day operations of the department, shall strive to expand upon the fitness requirements of NFPA 1582, by continuing their work thru the 1500 Committee, and Labor/Management meetings, in an effort to meet the fitness needs of the Claremore Fire Department. These efforts shall be guided by NFPA 1583, and shall be reduced in writing, with the intention of being added to the Collective Bargaining Agreement, upon approval.

COLLECTIVE AGREEMENT

Between

THE CITY OF GRANDE PRAIRIE

And

**THE GRANDE PRAIRIE FIREFIGHTERS' ASSOCIATION
LOCAL 2770 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS**

JANUARY 01, 2015 to DECEMBER 31, 2017

15. JOINT LABOUR RELATIONS COMMITTEE

15.01 The parties agree that there shall be a Joint Labour Relations Committee established for purposes of facilitating discussions concerning matters of mutual concern.

Both parties serve to maintain mutually agreed to Terms of Reference for the Labour Relations Committee.

The Committee shall consist of a minimum of two (2) representatives from each party of this Agreement, but at no time shall such representation from either party exceed three (3).

15.02 The Committee shall meet upon the request of either party, but shall not meet more often than once every month, unless some urgent matter shall arise. At least five (5) calendar days prior to any meetings of the Committee, each party shall deliver to the other party a notice of the matters to be discussed at the said meeting.

16. OCCUPATIONAL HEALTH AND SAFETY

16.01 Accident Prevention

16.01.01 The City and the employees will co-operate to assure safe working methods and conditions and devise plans for furtherance of safety measures in keeping with all rules and regulations laid down from time to time by Alberta Occupational Health & Safety and by the Workers' Compensation Board of Alberta.

16.01.02 Employees are expected to report any accidents and unsafe conditions to the City as soon as possible.

16.02 Joint O.H. & S. Committee

16.02.01 The parties agree that there shall be a Joint Occupational Health and Safety Committee established for the purpose of discussing and resolving matters concerning health and safety.

16.02.02 The Occupational Health & Safety Committee shall consist of two (2) representatives from the Association and two (2) representatives from the City and shall not meet more often than once every month, unless some urgent matter shall arise

16.03 Wellness Fitness Initiative (WFI)

The parties agree to work together to maintain a wellness fitness program.

17. UNIFORMS

17.01 The City agrees that if any employee is required to wear any kind of station wear or

STATE EMPLOYMENT
RELATIONS BOARD

2017 MAR 27 A 9:08

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AGREEMENT

BETWEEN

HAMILTON TOWNSHIP, FRANKLIN COUNTY, OHIO

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL NO. 3344

July 1, 2016 through June 30, 2019

ARTICLE 28

WELLNESS ASSESSMENT

Section 1. Occupational Health Program. The Township Board of Trustees may, at its option, institute and require members to participate in an occupational health program designed, in part, to provide: rehabilitative services in cases of illness or injury; alcohol and drug testing and/or treatment services; physical evaluations, assessments or review; and such other programs and/or services as may, from time to time, be determined by the Board.

Section 2. Fitness Program. In recognition of the hazardous and physical nature of responding to emergency incidents, it is in the best interest of both the Township and Union to ensure that members possess the physical capacity to perform the arduous tasks of emergency response with efficiency and minimal risk. To this end, the Township may develop and implement a physical fitness program ("PFP"). Subject to the provisions of Section 3, below, the purpose of PFP is not punitive in nature, and it is not the intention of the Township to discipline participating Members who are physically capable of performing the Member's duties, but who nevertheless do not meet targeted physical fitness objectives of the PFP. It is anticipated that the PFP will consist of numerous factors, including physical assessments, testing, examinations and fitness training. Members shall, to the best of their ability, cooperate with and participate in all phases of the PFP. A member who does not meet the physical fitness criteria established by the PFP may be required to follow a specified physical fitness program. Members directed to follow such program will be subject to on-going evaluation in order to monitor the member's progress toward meeting the fitness criteria. A participating member who is physically capable of performing his duties will not be disciplined for failing to meet the targeted physical fitness criteria. However, a member will be disciplined for failing to either cooperate with or participate to the best of their ability in the PFP.

Section 3. Fitness for Duty. The Fire Chief may require a member to be examined and approved fit for duty by a physician designated and paid for by the Township in those instances where it is believed that the Member may not be able to fulfill all of the duties of the member's position without restriction due to a chronic medical (i.e. physical or mental) condition. In the event the physician determines that member is not physically or mentally capable of performing the member's duties as a Firefighter/Paramedic and the member disagrees with the determination, the member may obtain, at his cost, an opinion from a physician selected by the member. If the second opinion differs from the original determination, the Fire Chief may require that the member obtain a third opinion from a physician jointly selected by the Fire Chief and member and paid for by the Township. If the Fire Chief and member are unable to agree upon a selection, the Township's work-health provider shall make the selection. The opinion of the third physician shall be final and binding on both the Township and member. In the case of each such examination, the member shall authorize the release to the Fire Chief and his designee(s) the results of each examination and all records arising therefrom. If, as a result of such examination(s), it is determined that the member is not physically or mentally capable of performing the member's duties as a Firefighter/Paramedic, the member will be given up to a six (6) month period of time to rehabilitate his condition. During this six (6) month rehabilitation period, the Township may reasonably accommodate the member and assign him to any suitable position to the extent such accommodation is practicable within the Department. If no position is available, the member shall utilize sick leave and vacation leave, or, alternatively, such other paid leave as may be available to the member. During any rehabilitation period, the Fire Chief may require the member to provide progress reports from the member's attending physician and/or submit to an examination(s) by a physician designated and paid for by the Township. In

all cases, the member shall authorize the release to the Fire Chief and his designee(s) the results of each examination and all records arising therefrom. If, at the end of the six (6) month rehabilitation period, or such longer period as the member is able to utilize as a result of paid leave accrued to his credit, the member remains unable to perform his duties, the member may be separated from service. In addition to and notwithstanding anything to the contrary contained herein, the Fire Chief may place a member on sick leave (or, if none is available, on another form of the member's accrued paid leave or, if none, on unpaid leave) in those instances where it is believed that the Member may not be able to fulfill all of the duties of the member's position without restriction due to a temporary medical (i.e. physical or mental) condition. The Fire Chief may require the member to provide a satisfactory medical clearance prior to the member's return to duty.

ARTICLE 29

TRAINING COURSE TUITION CREDIT

Section 1. Tuition Credit. Members who have completed eighteen (18) months of continuous active service may be eligible for tuition credit, up to a maximum of \$500.00 per calendar year, for training courses of instruction voluntarily undertaken that are approved in advance by the Fire Chief and Board of Trustees and are deemed necessary and job related. Job relatedness and the need for the training will be determined by the Fire Chief and Board of Trustees in their sole and absolute discretion. In addition to the remaining Sections in this Article, the training course tuition program shall be subject to the following additional conditions:

- A. Course Approval. All course work and the sponsor shall be approved in advance by both the Fire Chief and Board of Trustees. The member's request for approval shall be submitted to the Fire Chief in writing and shall contain the name and description of the proposed training course, the sponsor, the grading policy for the proposed course, the scheduled locations, times and dates of the course, the actual tuition cost and the amount of any financial assistance available to the member. Unless otherwise directed by the Fire Chief, the member shall make such request at least thirty (30) days before the start of the course.
- B. Attendance. Unless otherwise approved by the Fire Chief, training courses are to be taken on other than scheduled working hours. Furthermore, any situation which requires a member's presence on the job (i.e., mandatory classes, training, emergency, overtime or the like) shall take complete and final precedence over any times scheduled for courses. Furthermore, the Fire Chief reserves the right to cancel any previously approved training course based upon the needs of the Department.
- C. Financial Assistance. Financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the tuition credit the member may otherwise be eligible for under this Article.
- D. Ineligible Fees. No payment will be made for transportation, meals or any other expenses connected with any course other than the actual tuition cost for the approved training course.

AGREEMENT

between

CITY OF INDIANAPOLIS

and

INDIANAPOLIS PROFESSIONAL FIRE FIGHTERS, LOCAL 416

EFFECTIVE

January 1, 2017 through December 31, 2020

EXHIBIT A

Indianapolis Fire Department

IAFF/IAFC Wellness Fitness Initiative

<u>Category</u>	<u>Service</u>	<u>Definition/Explanation</u>	<u>Interval</u>
Laboratory	Urinalysis (UA)	Current dip urine expanded to include microscopic analysis on all fire fighters	Annual
	Hepatitis B (HBV)	Baseline Hepatitis B. Vaccination Conversion	All x 1 and new recruits
	Antibody Titer		
	Hepatitis C (HCV)	Baseline Hepatitis C Virus Testing	All x 1 and new recruits
	Panel -- UA, HBV, HCV	Items grouped into a panel to decrease cost	
Radiology	Prostrate Specific Antigen (PSA)	Screen for Prostate Cancer	Required Annually for Males>50 -- Offered to Male 40-49
	HIV	Aids Test	Annually by Request
	Pelvic/PAP	Cervical Cancer Screen	Optional Annually all Females
	Mammogram	Breast Cancer Screen	Optional Through Benefit Plan
	Chest X-ray	Environment and Hazardous Material Screen for Disease	All Every Five years
Fitness	Hand Grip	Strength Test	
	Dynamometer(2)		
	Hip/Thigh Dynamometer	Strength Test	
Drug, Alcohol, Tobacco, and Steroid Testing			

AGREEMENT BETWEEN

the

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL #2545**

and the

CITY OF KIRKLAND

January 1, 2018 - December 31, 2020

- 20.2.b In the case of a member who is occupationally exposed the City will provide for the cost of post exposure monitoring. Test results will be provided to each individual for their follow up care or treatment if necessary. Necessary records will be provided to Labor and Industry for their disposition of the case. A copy of this record will be maintained in a secured medical file in Human Resources.
- 20.2.c An employee, who dies from occupational exposure or from complications thereof, will receive all benefits afforded from a work-related injury or illness, within the control and authority of the City.

Section 20.3

- 20.3.a The City and Union agree to develop a wellness fitness initiative and be partners in pursuing funding through the budget process. The Joint Health and Wellness Committee (20.1) shall establish a department wellness fitness program that is educational and rehabilitative, and non punitive. Furthermore, it shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline and closely follows or meets the intent of the initiative. The program shall include:

Candidate Physical Ability Testing (CPAT)
Confidential Wellness Medical Physicals
Daily Physical Fitness Program, including certified peer fitness training
Rehabilitation and Behavioral Health as needed
Annual Fitness Evaluation, conducted by certified peer fitness trainers

The Department wellness fitness program will be submitted in the budget process in order to seek funding to implement other aspects of the program which have a cost element.

- 20.3.b Pending budget approval, during the term of the Agreement, the City agrees to initiate the comprehensive wellness and medical program as provided by Washington Institute of Sports Medicine and Health. This program shall be exclusively confidential between the program administrator and the Employee, and shall include:

Wellness Medical Physical Exam
Individual Action Plan for overall improved Health
Early Health Risk Identification
Early Disease Detection
Early intervention and Remediation

Unless otherwise recommended by Washington Institute of Sports Medicine and Health, participation shall be mandatory for all LEOFF employees in at least one wellness and medical assessment during the term of the Agreement in order to establish a “base-line” for individual and group recommendations.

Section 20.4 Respiratory Protection Policy

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF LONG BEACH

and

THE LONG BEACH FIREFIGHTERS
ASSOCIATION LOCAL 372

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, AFL-CIO

OCTOBER 1, 2016 to SEPTEMBER 30, 2019

An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date. For example, if an employee retires June 30, of the year, \$600 will be deposited in the employee's plan account during the month of July ($\$1,200/12 \text{ months} = \$100 \times 6 \text{ months} = \600).

2. Upon retirement from the City or any time thereafter, if an employee chooses to withdraw from the City's health and dental insurance programs, the City will make the following payments into the employee's plan account. These payments will come from the employee's unused sick leave account. The payments will be made within the first month after the employee's retirement or withdrawal from the City's health and dental insurance program and in January of each subsequent calendar year. Payments will be made on a pre-tax basis.

The City shall contribute \$10,752 to the employee's plan account each year of the contract. This amount was derived by adding the City's health insurance contribution on the beginning date of the contract plus \$100 per month. These payments will come from the employee's unused sick leave account.

An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date.

In no event will the City pay any amount which exceeds the cash equivalent value of the employee's unused sick leave hours at the employee's effective retirement date.

- B. In accordance with current City policy, when a retiree withdraws from the City's health insurance program and is no longer participating as an employee or dependent, he/she will not be permitted to re-enroll at a later date.
- C. Any represented employee who retires on or after December 1, 2001, will be eligible for the Integral Part Trust.
- D. The following will be appointed as trustees: Director of Human Resources, City Treasurer and one representative from the Long Beach Firefighters Association.
- E. The parties agree and understand that the parameters of the program are subject to IRS rules and regulations.

Section V – Wellness Program

Employees who have fully participated in the City approved Fire Wellness Program during a prior calendar year will receive \$100 per month in the subsequent calendar

year beginning January 1, 2009. Employees must requalify each year. This stipend will also be considered part of the total compensation formula. The Union and the City will agree upon the specific components of the Program by September 30, 2008.

Beginning January 1, 2010 employees who achieve the agreed upon Wellness Program benchmarks or better will receive an additional \$100 per month. This stipend shall not be considered as part of the total compensation formula. Employees must requalify each year. Benchmarks are to be agreed upon by the Union and the City before January 1, 2009.

The maximum total wellness payment for any employee is \$200 per month for both participation and achievement of benchmarks.

There will be a limited re-opener on April 1, 2010 to re-evaluate the pay level for the wellness achievement pay which will be based on a review of the organizational health and productivity metrics, which may include sick leave usage and work related injury claims.

If the City and the Union have difficulty coming to agreement on Program components, achievement benchmarks or pay levels following the April 1, 2010 Re-opener they will utilize Agreement Dynamics and its RESOLVE Process or a similar approach to come to agreement.

Section VI — Continuation of Health Insurance for Surviving Spouse

1. The City will deposit 2000 hours of Sick Leave into the deceased employees account for the purposes of providing a continuation of Health Insurance for the Surviving Spouse and/or eligible dependents if it is determined by a Workers' Compensation judgment that the deceased member's cause of death is deemed related to the member's employment.
2. Said premium payment shall continue until:
 - a. The dependent child becomes 19 or is no longer a full time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;
 - b. The spouse becomes eligible for Medicare, at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier;
 - c. There is insufficient accumulated unused sick leave to pay the required monthly premium.

COLLECTIVE LABOR AGREEMENT

between

CITY OF MERIDIAN

and

**MERIDIAN FIREFIGHTERS
I.A.F.F. LOCAL 4627**



Effective

October 25, 2016 – September 30, 2018

1 the primary responsibility of ALS support and therefore an additional licensed paramedic must
2 be on the apparatus for it to be considered as an ALS response.

4 **ARTICLE 24 – SALARIES**

5 Wages for all UNION members shall be as fixed and set forth in APPENDIX “A”,
6 attached hereto.

8 **ARTICLE 25 – ALCOHOL & DRUG POLICY**

9 The DEPARTMENT and its UNION members agree to abide by the City of Meridian’s
10 Alcohol and Drug Policy. The policy in effect at the time of the execution of this contract is
11 included in this agreement as APPENDIX “B”. It is agreed that changes made to this policy,
12 shall not apply to the UNION without written consent of its members.

14 **ARTICLE 26 – HEALTH AND WELLNESS**

15 **26.1 Health**

16 **The overall health and wellness of a firefighting force is essential to safely and**
17 **effective respond to and mitigate the various emergencies the Department is responsible**
18 **for.** In that spirit, the CITY shall provide mandatory physicals to every Department employee
19 that has an obligation to respond to an incident. The City shall maintain a budget sufficient to
20 allow each employee required to respond to an incident a physical every two (2) years.
21 Employees will be placed on a rotational schedule to be determined and maintained by the
22 DEPARTMENT.

23 The physicals shall be done through the Department’s contracted physician that both
24 CITY and the UNION agree upon, or his/her designee. The only medical information that the
25 CITY shall receive from the physician is a proof of attendance. All other documentation and
26 personal medical information shall be directed to the member receiving the physical and no
27 medical information shall be shared with the CITY by the physician without the individual
28 member’s consent.

30 **26.2 Fitness/Exercise**

31 The DEPARTMENT and the UNION shall develop a fitness and exercise program for
32 all firefighting personnel. The program shall be based on identified best practice and shall

1 include the following components: education, department standards/success factors, and
2 Department sponsored remediation if necessary. The program may be managed by a peer
3 directed program or managed through a separate vendor or both, jointly agreed upon by the
4 DEPARTMENT and the UNION, depending on the availability of funding. Participation in the
5 program shall be mandatory for all personnel that respond to emergency scenes.

7 **ARTICLE 27 – REQUEST FOR REDUCTION IN RANK**

8 Subject to the following provisions and as set forth below, any fulltime suppression,
9 inspection, or Chief Officer Employee (Employee) of the Meridian Fire Department (“MFD”)
10 may request to return to a former fulltime suppression classification of a lower rank than their
11 current classification he/she previously held within MFD or their former department.
12 Additionally, if necessitated as a disciplinary measure, the Chief may demote a member of the
13 UNION to a former position using the same process as outlined in this Article. For the purposes
14 of this Article no current member may be involuntarily demoted for the purpose of providing an
15 opening for a person requesting a return to a former position held or being demoted.

17 **27.1 Eligibility**

- 18 A. An Employee may request to be returned to a prior fulltime suppression of a lower
19 rank than their current rank within the MFD from which he/she was promoted;
- 20 B. An Employee who has not previously held a fulltime suppression classification at
21 MFD may request to be moved to a lower than their current rank fulltime
22 suppression classification they held at their former department **IF** all of the
23 following criteria are met:
- 24 i. 5 years or longer with the MFD in a rank higher than the suppression
25 classification being requested.
 - 26 ii. All MFD minimum qualifications have been met for the suppression
27 classification being requested.
 - 28 iii. The employee making the request has completed all necessary testing and has
29 achieved a passing score for the suppression classification being requested.

30 When a Chief Officer, having special knowledge of MFD’s testing process (including,
31 but not limited to, testing procedures, written and oral board questions, scenario based assessments,
32 manipulative skills etc.), the Department must hire an external panel to conduct the test.

AGREEMENT

BETWEEN

CITIES OF NEENAH AND MENASHA

AND

LOCAL 275 OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

January 1, 2016 – December 31, 2018

Article 33 - Physical Fitness

- A. The Fire Chief may order any firefighter, regardless of rank, to take a physical examination if a reasonable doubt exists as to the physical ability of the firefighter to perform his/her or her regular duties. This examination will be performed at City expense by the City Physician or a qualified physician of the fire-fighter's choice.
- B. Any corrective measures, other than surgery, prescribed by the examining physician will be followed or the firefighter shall be subject to disciplinary action. The City must establish that the condition impairs the firefighter in the performance of his/her or her regular duties
- C. If a reasonable doubt exists as to the accuracy of the diagnosis, the firefighter may, at his/her or her expense, seek a second qualified medical opinion.
- D. The wellness and fitness program shall be maintained and enhanced by the City. The City will assume the cost of maintenance on exercise equipment previously provided by the City. The City and Union agree to split the cost of purchase of future exercise equipment used in the fitness program. The Chief in his/her discretion may delay replacement of any equipment due to budget constraints or if the equipment is damaged due to negligent use.

Article 34 - Maintenance of Benefits

Beginning 1/1/03, any benefit presently in effect specifically or not specifically referred to in this Agreement shall remain in effect for the duration of this Agreement. Maintenance of benefits will be established during 2003 and take effect in 2004.

Article 35 – Residency

There are no residency restrictions on all Union members.

Article 36 - Outside Employment

- A. Each member of the Fire Department shall devote his/her whole time and attention to the business of the Department while on duty. He shall be allowed to secure outside part-time employment providing it does not interfere with his/her work as a Fire Fighter. He shall inform the Chief of this employment and where he is to be reached in case of an emergency while off duty.
- B. In the event any emergency exists whereby the Department Head calls the Employee to duty outside his/her normal shift, said Member agrees to report regardless of the fact that he may be engaged in the gainful part-time employment provided for in this section.

**Agreement
Between
The City of Orlando**



&



**The International
Association of Firefighters
Local 1365**

**October 1, 2017
through September 30, 2019**

ARTICLE 37

PHYSICAL FITNESS

- 37.1 Each Company Commander shall schedule, workload permitting, a maximum of sixty (60) minutes of physical exercise (including warm up and cool down) for each twenty-four (24) hour tour of duty; members must participate in this program. This exercise will be of a nature and at locations as currently approved by the Fire Chief, or his designee, or as may be subsequently amended by mutual agreement.

Unit members working a forty (40) hour week, workload permitting, may participate in up to a total of ninety (90) minutes of physical exercise (including warm-up and cool down) each week. These exercise sessions shall normally be forty-five (45) minutes in duration and shall also be scheduled by and approved by the Fire Chief or his designee.

- 37.2 The Department will administer the IAFF/IAFC Wellness Initiative to all members. Unit members will participate in said program, including attendance at periodic meetings and classes on various related subjects, as mutually agreed upon by the Department and the Union.

*MEMORANDUM OF UNDERSTANDING
between
CITY OF OXNARD
and*

*LOCAL 1684, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO*

FISCAL YEARS

July 1, 2014 THROUGH August 31, 2018

TABLE OF CONTENTS

c. Reinstatement

Any Unit employee who has resigned from City service may apply for reinstatement within one (1) year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation if there is a vacancy in that classification. The Unity employee will have his or her seniority rights related to leave accruals and longevity pay reinstated and shall not be required to serve a new probationary period, but shall have no other rights, privileges or benefits accrued by him/her during his/her previous employment. This section will not apply to reinstatement after military service.

37. Wellness Program

City supports the continuation of the current physical fitness, wellness, light duty and/or a non-tobacco use program consistent with guidelines developed jointly by the International Fire Chief's Association and the Union with respect to Unit employees. City will make every reasonable effort to continue to fund these programs.

38. Temporary Relocation

- a. The Fire Chief shall have the right to temporarily reassign a Unit employee assigned to fire suppression duties who works on 24-hour shifts to another fire station for up to ten 24-hour shifts when there is a reasonable suspicion as defined by the Oxnard Fire Department's Administrative Policy No. 1025-0-96, as determined by the Fire Chief that such employee is creating or contributing to a hostile work environment, under the following conditions.
 - 1) If more than one Unit employee is suspected of engaging such activity, the determination as to which employee or employees shall be relocated shall be based upon seniority in rank, with the least senior Unit employee being temporarily relocated before a more senior Unit employee;
 - 2) An employee who is temporarily relocated will remain on the same "shift" while being moved to a different fire station.
 - 3) The employee replacing any temporarily relocated employee shall be on the same "shift";
 - 4) In determining which employee on the same shift to replace the temporarily relocated employee, first preference shall be given to volunteers. If there are no volunteers, then the least senior employee in the same classification on the same shift shall be selected to replace the temporarily relocated employee.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**PASCO COUNTY, FL
BOARD OF COUNTY COMMISSIONERS**

AND

**PASCO COUNTY PROFESSIONAL FIRE FIGHTERS
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS
(IAFF) LOCAL 4420**

Rank and File Bargaining Unit

From October 1, 2017 to September 30, 2020

ARTICLE 37
WELLNESS AND FITNESS PROGRAM

- 37.1 The Fire/Rescue Department and Union representatives, during the duration of this contract may develop a non-punitive Wellness and Fitness Program giving consideration to the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative.
- 37.2 All bargaining unit members will receive a NFPA 1582 compliant firefighter physical, NFPA 1583 fitness evaluation, and the vendor's prevention-based testing program (Ultrasound-aided) physical exam.

Baseline Physical exam-

Vital signs

Lab studies to include:

Urinalysis

CBC

Blood Chemistry – (for Special Operations/hazmat Team members to include Heavy Metals)

Reticulocyte count

Blood lead

Cholinesterase

Carboxyhemoglobin

Vision test

Audiometric test-7 frequencies

Chest X-Ray-PA view w/grade B radiology

Pulmonary Function Test

Stress EKG

Review of occupational and medical history

Physical Examination



10-12-16
16-MED-01-0046
2243-01
K34809

AGREEMENT BETWEEN
PLAIN TOWNSHIP, STARK COUNTY, OHIO
AND THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS (IAFF)
LOCAL 2967

Effective 07:00 March 13, 2016
07:00 March 23, 2019

SERB Case No. 2016-MED-01-0046

ORIGINAL

However, the remaining unaffected provisions of the contract shall not be altered or rendered void, invalid, and unenforceable by any of the foregoing events, and the remaining unaffected provisions shall remain in full force and effect, as if such void, invalid, and unenforceable provision had not been included herein.

PROVISION 37: HEALTH & WELLNESS POLICY

The parties hereby agree and acknowledge that firefighting is a high hazard job, and the work is at time extremely physically demanding. Firefighting involves heavy lifting and maneuvering in awkward and unstable positions, all while wearing heavy clothing and protective gear in a dangerous environment. Firefighters face an increased risk of illness and injury due to cardiovascular issues during periods of intense physical work performance. It is the intent of this policy to provide a wellness and fitness policy in order to address these very real and important risks. In fact, the New England Journal of Medicine, after undertaking extensive study on this issue, found as follows:

The implications of the study for firefighters are clear. Modifiable risk factors, whether or not they are related to occupation, should be aggressively addressed. We concur with the recommendations of the National Institute for Occupational Safety & Health arising from the Firefighter Fatality Investigation and Prevention Programs. ...Wellness and fitness programs should be implemented to reduce risk factors for cardiovascular disease.

In addition, contained within the New England Journal of Medicine Study were certain identifiable risk factors increasing a firefighter's risk of harm in the line of duty. Those factors included, but were not limited to, the following:

- Obesity
- Type 2 Diabetes
- Tobacco use
- High blood pressure
- High cholesterol
- Sedentary lifestyle

It is the desire of the Plain Township Board of Trustees that the health and wellness of its employees is a collective, cooperative effort. The Plain Township Board of Trustees will continue to provide health and nutritional information in the form of educational brochures and health fairs. In addition, the Plain Township Board of Trustees encourages the use of its current health care plan for both diagnosis and monitoring of all of the health conditions of its employees, so that conditions can be discovered, taken care of and treated.

If, during any physical examination performed by a qualified physician, it is recommended that a physical treadmill stress test be performed, the Plain Township Board of Trustees

agrees to pay the cost of such test if done through the Plain Township Board of Trustees' provider.

All new hires hired after March 18, 2007 shall be required to sign and acknowledge that they do not, and will not use, tobacco products of any kind during their term of employment with Plain Township. Should a new hire hired after the effective date of this Collective Bargaining Agreement as referenced above violate the tobacco policy, it shall be an offense subject to discipline up to and including termination. All firefighters hired after March 18, 2007 shall be required to take and pass the Annual Physical Performance Evaluation as outlined above in each calendar year of their continued employment.

HEALTH & WELLNESS POLICY

Physical Performance Evaluation:

All bargaining unit employees hired or promoted after March 18, 2007, and those taking advantage of the available health & wellness benefit for gym memberships as outlined in this Collective Bargaining Agreement, shall be required to submit to an annual physical performance evaluation as mutually agreed upon by management and the union, and as set forth in Appendix A. This test must be completed in a time of nine-and-one-half (9½) minutes.

- The employee must have a physician's statement saying that employee is able to perform the necessary physical requirements, including but not limited to heavy lifting and maneuvering.
- If the employee does not pass the initial physical evaluation, he may retest PSA ninety to one-hundred-twenty (90-120) days from the initial test.
- If the employee does not pass the retest, he may submit to a physical exam by a predetermined medical facility.
- If the employee does not pass the physical exam by the predetermined medical facility, he may undergo a physician prescribed rehabilitation program, and then repeat the exam process.
- If the employee elects not to undergo a physician prescribed rehabilitation program, he shall be suspended without pay until the medical examination and PSA are successfully passed.
- If the employee elects to undergo a physician prescribed rehabilitation program, following completion of same, he may elect to take a fourth PSA within ninety to one-hundred-twenty (90-120) days after failure of the third PSA.
- If the employee fails the fourth PSA, he shall be suspended without pay until the PSA are successfully passed

Failure to successfully complete the Annual Physical Skills Assessment within the twenty-four (24) consecutive months following the Initial Physical Skills assessment attempt is subject to termination of employment.

Any bargaining unit employee that passes the Annual Physical Skills Assessment and provides proof of attendance of at least seventy-five (75) visits in a twelve (12) month period shall receive reimbursement for gym memberships up to a maximum of four-hundred dollars (\$400).

Please see Section A containing the Plain Township Fire Department Annual Physical Abilities Skill Assessment for Combat Firefighters, and the flow chart outlining the steps necessary for compliance contained in Section A (attached hereto and incorporated herein by reference).

MEMORANDUM OF UNDERSTANDING

between

CITY OF SAN RAFAEL

and

SAN RAFAEL FIREFIGHTERS' ASSOCIATION

I.A.F.F., LOCAL 1775

JULY 1, 2016 - JUNE 30, 2018

6.10.3 *Medical Standards*

The City will establish pre-employment medical standards for all classifications represented by the San Rafael Firefighters' Association, I.A.F.F., Local 1775. A medical standards ordinance to be applicable to Fire Department personnel in the classification of Firefighter, Firefighter-Paramedic, Engineer, and Captain will be discussed by the City and the Association and will be adopted only after mutual agreement by both parties.

6.10.4 *Physical Fitness Program*

Members of the Association have agreed to adhere to the provisions of the Employee Wellness/Fitness Program as outlined below:

A. Wellness/Fitness Committee

Fire Management will manage a Wellness/Fitness Committee with representation comprised of both Fire Management and representatives of the Association. The purpose of the Committee is to maintain a comprehensive Wellness/Fitness program to improve the physical and general health of all unit employees.

B. Wellness/Fitness Program

Employees shall participate in a Wellness/Fitness program conducted by a mutually agreed upon provider.

1. Comprehensive Fitness Assessment and Profile

A fitness evaluation will be conducted annually by a mutually agreed upon provider. This evaluation may include, but not limited to:

- a. 12 lead EKG printout with computer interpretation at rest
- b. Pulmonary function recording of lung capacity and flow rates
- c. Resting and exercise blood pressure measurement
- d. 12 lead EKG printout during graded exercise treadmill test
- e. Body composition evaluation
- f. Abdominal endurance crunch test
- g. Pushup evaluation of upper body strength and endurance
- h. Grip strength
- i. Lower body strength test
- j. Trunk, legs, shoulder and spinal flexibility tests
- k. Health appraisal and coronary risk questionnaire
- l. Individual fitness profiles compiled from above evaluations

2. Blood Chemistry Panel

The blood chemistry panel shall include, but not limited to the following:

- a. Glucose, Bun, Creatine, Bun/Creatine ration, SGOT, SGPT, LDH, GGTP, Billirubin, Alkaline Phosphate, Calcium, Phosphorus, Magnesium, Sodium, Potassium, Chloride, Uric Acid, Triglyceride, Cholesterol (HDL & LDL and Coronary risk ratio), Globulin, Albumin, Total Protein and A/G Ratio, PSA for male and OCS for female employees.

3. Lecture Series and Individual Presentations

The wellness Portion of the program will include the following:

- a. Lecture series on health, nutrition, injury prevention, and exercise science topics.

- b. Literature for topic specific needs or interests dealing with wellness and fitness to be provided at each work site.

4. Physical Fitness

Unit employees will have up to 2 hours per day for physical fitness and personal and facility readiness, unless an emergency or call for service prevents a workout. Unit employees shall adhere to the physician's recommended physical fitness program. Unit employees must be in their uniforms and ready for duty after completing their workout. Captains shall schedule workout time for each Company. On occasion, Department management may adjust workout times when necessary to accommodate other Department business.

The City will provide funds to purchase additional exercise equipment for each fire station during the term of this agreement. The equipment to be purchased shall be determined by a physical fitness committee and approved by the Chief.

C. The Program

This program is designed to provide an effective method for keeping employees healthy by implementing methods for early detection of potential health issues. The City shall pay for annual examination associated with this program and will adhere to all HIPAA confidentiality issues. All medical records are strictly confidential in accordance with State and Federal law. Participation in this program is mandatory.

D. Annual Examination

The City shall provide a physical examination conducted by a cardiologist annually for all unit employees to include a stress EKG. In addition, each male unit employee shall receive a digital prostate exam and hernia examination. The physician shall provide all female unit employees a mammogram and Pap Smear examination.

The physician will evaluate all employees' EKG, fitness, and blood chemistry plan results and will provide a confidential summary to each employee. Employees are responsible for adhering to the recommendations indented by the Cardiologist, for actually participating in the lectures series and for reading the literature provided by the City.

E. Examinations and Scheduling

The physical examination, including laboratory test, spirometer test, Chest X-ray and Stress EKG shall be administered while employees are on duty as scheduled by the City. Employees agree to take such stress EKG and physical examination when scheduled.

F. Agreement to Abide to Examinations Findings

Employees agree to abide by the findings of the medical examination and to comply with the medical examiner's prescribed plan to correct medical deficiencies, including excess weight. All subsequent additional medical examinations shall be arranged for and paid for by employees. This understanding is not intended to waive any rights of the employee under State law.

G. Findings Make Known to City and Employee

Medical findings determined through such examinations shall be made known to the employee in writing by the physician. The City shall be notified of any work restrictions resulting from said examination, if applicable.

2016-2018 CONTRACT

BETWEEN

SPOKANE COUNTY FIRE DISTRICT 8

AND

SPOKANE COUNTY FIRE DISTRICT 8
FIREFIGHTERS LOCAL 3711
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

ARTICLE 28

Health and Fitness

The Fire District and the Union agree that physical training and physical fitness requirements would mutually benefit the Fire District, its employees, and the general public. Towards that end, the District agrees to support a Peer Fitness Trainer (PFT) and IAFF/IAFC Wellness/Fitness Initiative (WFI) program that is available to the employee on a voluntary basis and is non-punitive in nature. Upon written request by either the Fire District or the Union, the parties shall agree to schedule negotiating sessions at a mutually convenient time to bargain over matters of concern regarding physical training and physical fitness equipment as it relates to new equipment purchasing and an equipment replacement program. The Fire District shall have no duty to bargain over physical fitness requirements for any other employees other than fulltime, fully compensated fire fighters, including applicants, residents, and volunteers.

**FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2016– JUNE 30, 2019**

CITY OF STOCKTON

**FIRE UNIT
MEMORANDUM OF UNDERSTANDING**

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers Milias Brown Act (Government Code sections 3500 3511) ("MMBA") and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2016 and ending on June 30, 2019. This agreement shall supersede all other existing agreements on the matters set forth herein.

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2016– JUNE 30, 2019

- b. Administrative Firefighter. Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter with pay increases of two and one-half percent (2.50%) per annum to a maximum of thirteen point three three percent (13.33). Note: The FLSA rate was 3.33% so this rate is not increasing.
- c. Administrative Firefighter/Engineer. Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter/Engineer with pay increases of two and one-half percent (2.50%) per annum to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33%, so this rate is not increasing.

13.15 Longevity Pay

(a) Grandfathered Longevity Tier One: Employees hired on or before June 30, 2011, who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional one and one quarter percent (1.25%) of top step pay for their classification.

(b) Grandfathered Longevity Tier Two: Employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an additional eight and three-quarters percent (8.75%) of top step pay for their classification. Effective July 1, 2016, the City agrees to continue the Tier Two longevity pay for the eligible members at the 8.75% rate, rather than the previously negotiated rate of four and three-quarters (4.75%) based on the association's agreement in prior MOU's to redirect City HRA contributions to buy back this benefit.

13.16 Wellness-Fitness Program

The purpose of the Department's Wellness-Fitness Program is to develop, promote, enhance and maintain the wellness and fitness of members of the Department. The program will be based upon medical testing guidelines established by the International Association of Fire Fighters (IAFF) Joint-Labor Management Wellness Fitness Initiative.

- a. Participation in the Wellness-Fitness Program is mandatory for the programs testing, evaluations, and daily physical training requirements.

FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2016– JUNE 30, 2019

- b. Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.
- c. All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.
- d. Labor and management will continue to collaborate on the Department's Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.

WORKING AGREEMENT

BETWEEN



and



JULY 1, 2015 THROUGH JUNE 30, 2018

ARTICLE 19
PAYROLL

- 19.1 Paydays for District employees shall be in accordance with existing practice, which shall not be changed without at least sixty (60) days prior notice to the Union.

ARTICLE 20
WELLNESS

- 20.1 The District and the Union will work cooperatively to implement and maintain a comprehensive Wellness/Fitness Program. The details of this program will be contained in the Wellness Initiative Book. The Program will be under the direction of the Wellness/Fitness Advisory Committee. This committee will be made up of two (2) representatives appointed by the District and two (2) representatives appointed by the Union, and will facilitate the development of measurable and appropriate performance benchmarks for all aspects of Program. The Labor/Management process retains ultimate discretion and full authority concerning the formulation and approval of all policies under the Program.

ARTICLE 21
HEALTH AND WELFARE

- 21.1 Effective July 1, 2015, the District agrees to pay the actual invoiced cost increase up to 8% over the current \$1,419 per eligible employee per month to the Trust established by the Union. Actual invoice cost savings less than an 8% will be divided between the District and the Union with half due to the Union by July 15th. Actual invoice cost between 8% and 10% will be paid equally by the District and Union. Actual invoice cost over 10% will be negotiated between the District and the Union.

Effective July 1, 2016, the District agrees to pay the actual invoiced cost increase up to a maximum of 8% over the FY 15-16 contribution per month per eligible employee. Actual invoice cost savings less than an 8% will be divided between the District and the Union with half due to the Union by July 15th. Actual invoice cost between 8% and 10% will be paid equally by the District and Union. Actual invoice cost over 10% will be negotiated between the District and the Union.

Effective July 1, 2017, the District agrees to pay the actual invoiced cost increase up to a maximum of 8% over the FY 16-17 contribution per month per eligible employee. Actual invoice cost savings less than an 8% will be divided between the District and the Union with half due to the Union by July 15th. Actual invoice cost between 8% and 10% will be paid equally by the District and Union. Actual invoice cost over 10% will be negotiated between the District and the Union.

The District will make a good-faith effort to make the monthly payment to the Trust by the fifth of each month, but in no event later than the tenth of each month.



K35408
0762-04
16-MED-10-1244
03-13-2017

AGREEMENT BETWEEN
THE CITY OF UPPER ARLINGTON, OHIO
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 1521

EFFECTIVE
January 1, 2017 through December 31, 2019

HSA plans. Other than providing for a permissible recoupment of the City's HSA contribution under the circumstances provided above, this paragraph is not meant to add to or alter the HSA Plan(s).

It is understood that the City may change to a mandatory* HSA plan subject to the following provisions:

1. Yearly deductibles shall be \$2000 for single coverage in network and \$4000 for family coverage in network.
2. In addition, the City will make the following contributions to each enrolled and participating members Health Savings Account:

Family Coverage	—	\$2500
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Single Coverage	—	\$1250
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The above payment amounts shall be semi-annually in the first full pay periods in January and July of each year.

Members who are newly hired during the year shall have the City's contribution to their HSA prorated based on the potential number of months to be employed by the City in the initial year of hire.

*"mandatory" meaning it would be the only option available to such bargaining unit members for the type of insurance the HSA covers.

ARTICLE 24

PHYSICAL FITNESS / WELLNESS & MENTAL HEALTH PROGRAMS

Section 24.1. Daily Physical Fitness Program.

- A. The City shall require members to participate in a Union and City designed and endorsed daily physical fitness program. The members shall exercise on duty at a specified time mutually agreed upon by the City and the Union. The City may allow all members to participate in voluntary fitness activities while on duty during times when no other scheduled events are taking place. The Chief reserves the right to approve or prohibit any such voluntary fitness activities. The City may make available voluntary diet programs to all members.
- B. The City shall provide each fire station with the necessary exercise equipment to properly follow the required daily physical fitness program.

Section 24.2. Physical Fitness Evaluations.

- A. The Physical Fitness Team and Safety and Health Team shall develop the annual physical fitness evaluation using the Fire Service Joint Labor Management Wellness/Fitness Initiative and professionally recognized fitness criteria. The Chief reserves the right to approve the annual physical fitness evaluation developed by the Physical Fitness Team and Safety and Health Team.
- B. The Fitness Team and the Safety and Health Team shall evaluate the fitness program and the annual evaluation test annually. This will ensure the maximum benefit to all participants on the fitness program.

- C. Members shall participate to the best of their ability in all phases of an annual physical fitness evaluation.
- D. A member who does not meet the fitness criteria, established by the Fitness Team in accordance with the Fire Service Joint Labor Management Wellness/Fitness Initiative, shall follow a physical fitness program developed in consultation with an exercise physiologist hired by the City in consultation with the Union. Members shall follow their individual programs during work hours. Direct supervisors will receive a list of members following a mandatory physical fitness program.
- E. Members following a physical fitness program shall be re-evaluated periodically or until the member meets the fitness criteria.
- F. No punitive action shall be taken by the City against any member for failing to meet the physical fitness criteria. A member may be disciplined for failing to participate to the best of their ability in the physical fitness program.

Section 24.3. Medical Evaluation.

- A. Schedule. The City will provide each member of the bargaining unit with a Basic Medical Evaluation and/or a Full Medical Examination in accordance with the schedule set forth as follows:

- 1. **Basic Medical Evaluation**

- a. Performed annually

- 2. **Full Medical Examination**

- a. Ages 29 and under – at least every three (3) years
 - b. Ages 30 to 39 – at least every two (2) years
 - c. Ages 40 and above – every year

- B. Content.

- 1. The annual Basic Medical Evaluation shall consist of the following:
 - a. An interval medical history
 - b. An interval occupational history, including significant exposures
 - c. Height and weight
 - d. Blood pressure
 - e. Heart rate and rhythm
 - f. Physical Fitness Evaluation
 - (1) 12 Lead ECG
 - (2) VO2 Max Test
 - (3) Body Composition
 - (4) Muscular Endurance
 - (5) Muscular Strength
 - (6) Flexibility



Agreement Between the

**SUNCOAST PROFESSIONAL FIREFIGHTERS AND
PARAMEDICS, IAFF LOCAL 2546**

and the

WEST MANATEE FIRE & RESCUE DISTRICT

October 1, 2015 through September 30, 2018

Article #33

Health & Wellness

Statement of Policy

It is the policy of the District to enhance firefighter health and fitness through the implementation and maintenance of policies, procedures, practices, rules and standards that enhance firefighter health and wellness. This policy should enhance the firefighter's ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

- A. The District shall be in compliance with NFPA 1582 Comprehensive Occupational Medical Programs for Fire Departments.
- B. The District shall be in compliance with NFPA 1583 Health Related Fitness Programs for Fire Departments.
- C. The District shall conduct semi-annual physical ability testing for all line personnel.
- D. The District shall adopt Physical and Medical standards, rules, policies, procedures, and work practices in conjunction with the Health and Wellness Committee, Fire Department Physician and Wellness Coordinator.
- E. The Wellness Coordinator will function as an advisor to the Health & Wellness Committee and Safety Committee in matters of policy and procedures affecting the fitness program. The objective will be to insure that effective measures are incorporated into the fire department operations and to monitor the Health and Wellness Program for conformance with state, and federal mandates for firefighter fitness.
- F. The Wellness Coordinator will make recommendations to the Fire Chief, and if directed by the Fire Chief, will work with supervisors to develop specific programs for the improvement of firefighter fitness. The Wellness Coordinator will not be involved in the day-to-day activities of firefighter fitness —this remains the responsibility of fire department officers and management.
- G. The District shall furnish the necessary equipment to maintain the health and fitness of the workforce as necessary.
- H. Each firefighter shall comply with the Health and Wellness Initiative as well as rules, policies, procedures, and work practices established by the District. A firefighter who knowingly fails to comply with this Policy may be subject to disciplinary action by the District.
- I. It shall be mandatory for each firefighter to participate in daily stretching and cardio-exercise as determined by the Wellness Coordinator.

Purpose

- To establish procedures for the prevention of injury and disease by providing fitness education techniques, prevention-oriented health care, and job specific rehabilitative services.
- To provide programs that will strengthen personnel so that their mental, physical and emotional capabilities are resilient enough to withstand the stresses and strains of life and the workplace.
- To ensure that all of our employees receive appropriate and necessary support and assistance during a personal or family crisis.

Procedures

Medical Evaluations- A Medical Evaluation will be conducted on all personnel to determine whether an individual is physically and mentally able to perform essential job duties. Medical Evaluations include Annual Physical, Fitness Assessment and Drug/Alcohol Testing.

- A. Annual Physicals- Testing will be conducted on all certified personnel every twelve (12) months in accordance with NFPA 1582. The physical may include:
 - Hands-On Physical Examination Laboratory Testing of Blood, Urine, and Vision Screening
 - Hearing Screening, Pulmonary Test Chest X-Ray, Resting EKG
 - Aerobic/Cardiopulmonary Testing, Immunizations and Infectious Disease Screening, SCBA and Airborne Pathogens Fit Testing, Calcium Cardiac Testing
 - Department Fitness Assessment
- B. Fitness for Duty Exam- When any District employee's physical and/or psychological ability to perform essential job functions are in question, a supervisor may require the employee to submit to a physical and/or psychological assessment from a District authorized medical provider at West Manatee Fire Rescue's expense.
- C. Drug/Alcohol Testing- Drug and Alcohol testing will be performed on all fire rescue personnel for the following reasons in accordance with District Policy 2.8 (in effect at the signing of 2016-2018 CBA) – Drug Free Workplace:
 - Reasonable Suspicion
 - Randomly
 - Annual Physical

D. Unsuccessful Completion of a Medical Evaluation may result in the following:

- Notification to the Fire Chief by the District designated physician
- Immediate relief of duty
- Subject to the Medical Review Process
- Chief notifies Wellness Coordinator and employee to develop a Return to Work Plan

Fitness Assessment

All certified operational personnel shall be subject to biannual fitness testing. These assessments consist of Fitness Evaluations in accordance with NFPA 1582 and District approved Work Performance Evaluation. Operational personnel are defined as a Battalion Chief and below. The evaluations are a mandatory and confidential fitness assessment.

- A. Fitness Evaluation- Mandatory fitness evaluations will be performed on all firefighters to determine baseline fitness levels and to evaluate progress from year to year. The evaluation will be made up of five specific areas outlined in NFPA 1582.

Aerobic Capacity, Body Composition, Muscular Strength, Muscular Endurance, Flexibility

- B. Work Performance Evaluation (WPE) - The WPE is utilized to evaluate incumbents on their abilities to perform physical firefighting tasks or their ability to return to duty following an extended departure for medical reasons. The WPE will be completed wearing full turnout and SCBA while breathing air. The WPE consists of:

- Ladder Carry Ladder Raise Forcible Entry
- Stair Climb with Hose Load
- Hose Drag
- Ceiling Breach and Pull
- Equipment Carry
- Victim Rescue Drag

- C. Successful completion of the WPE is considered to be completion of all eight components within 9 minutes.

- D. Any line personnel that miss ten (10) consecutive shifts for a health-related issue will be required to have physician clearance and complete the WPE prior to returning to duty.

- E. If a member has a medical problem that prevents them from participating in the WPE, they will be relieved of duty and the evaluation will be postponed until they are cleared by the District designated physician. If the employee has concerns regarding the results of their Fitness Assessment they can request an appointment with the Wellness Coordinator.

- F. Unsuccessful completion of the WPE will result in the following:

Immediate notification to the appropriate Battalion Chief to schedule a Pre-Determination Hearing to determine work status. If the member is to be immediately removed from duty, compensation will be determined according to the reason for unsuccessful completion of the WPE. If it is determined that an incomplete was the result of a medical condition or injury, then the member will be able to use Sick Time for compensation. If the incomplete is determined to be a result of lack of conditioning with no underlying medical condition, the member will be expected to use Vacation Time for compensation and disciplinary action may follow.

Wellness Coordinator assigns the employee a Peer Fitness Trainer to help them train with the goal of being able to complete the WPE. Employee will retake the WPE as soon as medically cleared. If the re-evaluation is unsuccessful, the employee will continue to train with a Peer Fitness Trainer until they are able to complete the WPE.

Rehabilitation

For employees who have received a long term injury, job specific rehabilitation is available. To utilize this program, you can contact the Wellness Coordinator or Peer Fitness Trainer.

Behavioral Health

The behavioral health component of the Wellness Fitness Initiative provides important tools to assist all personnel in achieving a high level of job performance and ability to cope effectively with the emotional, physical, and mental stress of work and personal life. These tools consist of Employee Assistance Program, Critical Incident Stress Management (CISM), and Educational Awareness.

- A. EAP - The District provides Employee Assistance Program (EAP) services to help employees and their immediate family members solve personal and family challenges in a confidential manner.
- B. CISM - CISM Teams are available on a 24-hour basis to conduct defusing and debriefings for personnel who have been exposed to events of extraordinary emotion or which overwhelm their ability to cope with job related stresses.
- C. Education Awareness- The Wellness Coordinator distributes educational material on a variety of topics of interest to the health and welfare of uniformed personnel and their families. The Wellness Coordinator and Peer Fitness Trainers can assist in weight control and fitness, etc.

Record Keeping

- A. Confidential permanent Health-Related Fitness Program file is established and maintained for each member of the District. These records are maintained by the Wellness Coordinator.

Peer Fitness Trainers (PFT)

Knowledgeable employees in a wide variety of areas including exercise science, anatomy & physiology, assessment exercise programming, behavior changes and basic nutrition. These employees must meet and maintain the requirements set forth by the certifying agency. The PFT's are the resource that is utilized to meet the requirements of the District's Health & Wellness Initiative.

Incentive Program

It is the goal of West Manatee Fire & Rescue to make every effort to insure that our personnel are in the best condition possible, prepared both physically and mentally, in the performance of their duty.

The wellness program was developed to encourage personnel to continually improve and maintain their physical condition including muscular strength and cardiovascular fitness. This can be accomplished through exercise that will elevate the heart rate in accordance with the American College of Sports Medicine (ACSM) target heart rate. (ACSM Guidelines and method for calculating THR are located in the workout binder located at each station and in the F Drive)

The program will reward our personnel compensatory time of 24 hours for shift personnel and 16 hours for staff personnel who achieve documented activity during a six-month period. There will be two periods, which will run from January 1st through June 30th and July 1st through December 31st. During these time periods the employees must complete 24 hours of cardiovascular fitness time, which elevates the heart rate to the age relative target heart rate (see chart.) This may be accomplished through the use of any of the following exercises or equipment: Running, power walking, treadmill, stair climber, elliptical machine or fitness cycle. These times must be documented by the officer in charge at each station on the form provided at the time completed. This fitness time must be obtained evenly throughout the month and at no time will more than 4 hours be granted during a month. However, exceptions can be made on a case by case basis if it involves illnesses, vacation or training, in such cases the Battalion Chief may allow the employee to increase their monthly totals during the prevailing months to "catch up" any lost time. The compensatory time may be used only when the shift is at full staffing and is approved by the Battalion Chief or senior officer.

The maximum accumulated time shall be 72 hours for shift personnel and 48 hours for staff personnel.

At the time of employment separation, there is no cash value to the employee.

To use Wellness Leave, the employee shall initially request Vacation Leave. If the shift is fully covered without the use of overtime the time will be converted to Wellness Leave.