

AGREEMENT  
BETWEEN  
CITY OF PALM BAY, FLORIDA  
AND  
PALM BAY PROFESSIONAL FIRE FIGHTERS  
IAFF LOCAL, 2446  
FIRE SUPERVISOR UNIT

OCTOBER 1, 2006 - SEPTEMBER 30, 2009

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ARTICLE 1  
**PREAMBLE**

- 1.1 This Agreement is entered into by and between the City of Palm Bay, a municipal corporation, hereinafter referred to as the "Employer" and the Supervisor's Unit of the Palm Bay Professional Fire Fighters, Local 2446 of the International Association of Fire Fighters, hereinafter referred to as the "Union."
- 1.2 The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise; and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.
- 1.3 A wording importing the masculine gender shall extend and be applied to females as well as to males.

**ARTICLE 2  
RECOGNITION**

- 2.1 The Employer recognizes the Union, (PERC OR-86-305) as the exclusive bargaining agent for the employees of the Palm Bay Fire Department in the following positions: Full-time employees in the classifications of Deputy Fire Marshall, Training Section Commander, Sr. Fire Inspector, Emergency Management Officer, Emergency Medical Coordinator, Platoon Captain, Apparatus Equipment Facilities Maintenance Manager, Training Officer, Protective Breathing Device Technician, and Training Coordinator, Career Development and Safety Coordinator.

Excluded from the bargaining unit are the positions of Fire Chief, Assistant Chief, Bureau Chief, Deputy Chief, Fire Marshal, Special Investigations Officer, Battalion Chief, and any other employees determined by the Public Employees Relations Commission to be managerial or confidential employees, student help, part-time employees, temporary employees, and all other employees of the Employer. Employees in classifications covered by this Agreement shall hereinafter be referred to as "members".

- 2.2 With regard to the recognition of the classification of Probationary Supervisor, the Employer reserves the right to discharge a Probationary Supervisor under the terms and conditions of its Policy and Procedures covering Probationary Employees.

A Probationary Supervisor is a newly hired employee who has not yet attained the rank of a regular employee with this Department.

- 2.3 An Employee shall have the right to become or not to become a member of the Union.

### **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the prerogative of the Employer to operate and manage the Employer affairs in all respects in accordance with its responsibilities; and the powers or authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer except as modified by State law. Management officials of the Employer retain the rights that include, but are not limited to, the following:

- To manage and direct the employees of the City.
- To hire, promote, transfer, schedule, assign and retain employees.
- To suspend, demote, discharge, or take other disciplinary actions against employees for just cause, and to take disciplinary action and dismiss, with or without just cause, as to new probationary employees.
- To reduce force, or otherwise relieve employees from duties because of lack of funds or other legitimate reasons.
- To maintain the efficiency of the operations of the Employer, including setting standards of service to be offered to the public.
- To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract or subcontract existing or future work, and to control and regulate the use of all equipment and other property of the Employer.
- To determine the organization of the City government.
- To determine the number of employees to be employed by the City.
- To determine the number, types and grades of positions or employees assigned to an organizational unit, department, or project.
- To establish and maintain internal security practices.
- To require Employees to be in good physical and mental condition so that they are able to perform the normal duties of Fire Department personnel.

- To develop and implement reasonable rules and regulations for its Employees not in conflict with the provisions of this Agreement.
- 3.2 The City Council has the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted by the City Council.
- 3.3 Whenever it is determined by the City Manager that Civil Emergency conditions exist, including but not limited to, riots, civil disorders, severe weather conditions, or similar catastrophes, or when such conditions can reasonably be determined to be imminent, the work week and notification provisions of this Agreement shall be suspended by the City Manager during the time of the declared emergency.
- 3.3.1 The parties have agreed to this provision so that in anticipation of a specific emergency, and for the duration of emergency conditions, the Employer can assign staff to prepare, respond, and recover from the emergency and its aftermath without having to follow notification and other similar administrative procedures.

#### **ARTICLE 4 UNION SECURITY**

- 4.1 The Employer will provide two executed originals and a computer disc of this agreement to the Union at no cost.
- 4.2 The Employer agrees not to interfere with the rights of the bargaining unit employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer because of an employee's valid activity in behalf of the Union.
- 4.3 The Employer will provide legal defense of all personnel covered by this contract in accordance with Florida Statutes.

#### **ARTICLE 5 NO STRIKE PROVISION**

- 5.1 Neither the Union nor any of its officers, agents, or any members covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, slow-down, and concerted stoppage of work, illegal picketing, or any intentional interruption of the operations of the Employer.
- 5.2 The Employer shall have the right to discipline or discharge any Member engaging in the activity described in Article 5.1. The only question that may be raised in any proceeding contesting such action is whether the activity described in Article 5.1 was violated by the member to be discharged or disciplined (Florida Statutes Strike Clause).

- 5.3 The International Association of Fire Fighters agree that in the event of any strike, work stoppage, illegal picketing, or interference with the operations of the Employer, a responsible official (i.e., Local Executive Board Member) of the IAFF shall promptly disavow such strike or work stoppage as a violation of Florida law, warn members of the consequences of their actions, and instruct Members to immediately return to work.

## **ARTICLE 6 CHECK OFF**

- 6.1 Any member of the Union who has submitted a properly executed written dues deduction authorization to the Human Resources Director or designee may have his membership dues and uniform assessments deducted from his pay. Dues and uniform assessments shall be deducted from the first two bi-weekly paychecks of each month, and shall be transmitted to the Union accompanied by a list of members' names whose dues and uniform assessments are included. The Union will pay an annual lump sum charge of \$130 for this service during the month of October, which will cover both bargaining units of the Union. It shall be the responsibility of the Union to notify the Human Resources Director or designee of any change in the amount of dues and uniform assessments to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Employer be required to deduct Union fines, penalties, or special assessments from the pay of any member. A member may revoke in writing his authorization for dues deduction at any time.
- 6.2 The Union agrees to indemnify and hold harmless the Employer, its agents, employees, and officials from and against any claims, demands, damages, expenses, liabilities, or causes of action based upon clerical or accounting errors of any nature whatsoever, asserted by any person, firm, or entity based upon or related to payroll deduction of Union dues or uniform assessments. The Union agrees to defend at its sole expense, any such claim against the Employer, its agents, employees, and officials. The term "officials" as used herein includes elected and appointed officials.
- 6.2.1 In the event errors are found in the amount of dues or uniform assessments submitted to the Union, the Employer shall reimburse the Union the amount of the error. The Union agrees that any over payment of dues or uniform assessments shall be returned to the Employer.
- 6.3 The funds deducted monthly shall be remitted to the Treasurer of the Union within five (5) working days following the last payroll of the month.
- 6.4 The payroll deduction shall be revocable by the member notifying the Human Resources Director or designee and the Union in writing at least thirty (30) days in advance of such change.

## **ARTICLE 7 UNION REPRESENTATION**

- 7.1 Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.
- 7.2 Union representatives and agents will be permitted to discuss Union business with members during their duty hours provided such discussions will not interfere with the performance of the member's duties and service to the community. The Union agrees that this privilege shall not be abused.
- 7.3 Copies of Special Orders, General Orders, or Training Bulletins affecting Union members will be made available to the Union.
- 7.4 The Union and Employer agree to meet and confer on matters of mutual interest. These Labor Relations meetings involving members of both Bargaining Units shall normally be held monthly, but more often when requested by either party. It is understood that these special meetings shall not be used to re-negotiate this agreement.
- 7.5 The designated Union Representatives shall be one of the following Executive Board Members:
- Union President
  - Union Supervisory Unit Vice-President
  - Union Rank and File Vice President
  - Union Secretary
  - Union Treasurer
  - Union Attorney
  - Duly appointed FPF or IAFF representative

## **ARTICLE 8 UNION BUSINESS**

- 8.1 Union officials and representatives, up to a maximum of two in any one instance, shall be permitted time off without loss of pay or benefits to perform the following Union business, so long as it is on City property and the time off is approved in advance by the Fire Chief or designee: Representation of Union members during grievance or disciplinary meetings when the official or representative has been requested by said member for such representation, meetings with Department management or City officials, negotiations, and any other Union business to be performed on City property. So long as such business is on the property of the City, the Employer shall provide coverage for said official or representative, and such meetings, hearings, and representation shall not commence until such coverage has been provided.

- 8.2 Computer use shall be in accordance with City of Palm Bay Personnel Rules and Regulations. However, the Union may use e-mail and the City computers for Union business as long as it does not interfere with the efficient operation of the City. The Union shall not store any Union data or documents on City computers, without prior written authorization from the Fire Chief or designee.
- 8.3 Up to a maximum of two union officials/representatives may be off on Union Pool time for Union activities without being counted into the Article 32 cap. A 72-hour notice, when possible, will be given to Fire Department administration to assist in scheduling.
- 8.4 Both parties agree to maintain an IAFF time pool. The Employer shall automatically transfer three (3) hours from each dues paying member's vacation leave into the IAFF time pool. This transfer shall take place July 1 of each year. Time pool hours may be drawn at the written discretion of the IAFF President or designee in increments of at least one (1) hour, provided the administrative procedures and forms are submitted to and approved by the Employer. Any time donated to the time pool shall not be returned to the donor.
- 8.5 Charges against the IAFF time pool shall be kept by the Employer and the IAFF. An IAFF representative may be granted pool time for union business: i.e., to attend public budget hearings, City Council meetings, or resolution of impasse before the City Council. The time pool may also be used by the IAFF to attend National Conferences of the IAFF and FPF meetings, and available training.

## **ARTICLE 9 BULLETIN BOARDS**

- 9.1 The Union shall have the use of bulletin boards located at the Palm Bay Fire Department facilities where Union members are assigned.
- 9.2 Information posted on the bulletin board shall pertain only to Union business and activities. No posted information shall pertain to any political (other than political material relating to Union elections) or controversial subject or reflect badly on the City, its officials, employees or employee organizations. All notices posted shall be signed, dated, and removed by an official of the Union, who shall be responsible for the content of such materials.
- 9.3 The Human Resources Director may authorize removal of offensive postings. Postings that are removed shall be given to the IAFF President with an explanation as to the reason for the removal.

**ARTICLE 10  
GRIEVANCE PROCEDURE**

- 10.1 Any grievance (founded on an alleged violation) of the terms and conditions of this Agreement, shall systematically follow the three (3) step grievance procedure as outlined herein. Any grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. Such grievance shall be limited to an application or non-application of this Agreement to factual situations inasmuch as the legal interpretation of this Agreement is to be determined by the case and statutory law of the State, together with the Charter and ordinances of the City of Palm Bay. Grievances submitted concerning a termination/dismissal shall be submitted at the step three (3) level.
- 10.2 A member having a grievance as above defined shall submit it pursuant to the following procedures:

**STEP ONE**

The member may present his grievance, orally or in writing, to the Battalion Chief.

At this discussion between the member and the Battalion Chief, either of them may request that the designated Union Grievance Representative be present. Discussions will be for the purpose of settling differences and will be informal and in the simplest and most direct manner. It is understood that no member will leave his work place for the purpose of discussing a grievance without first obtaining permission from his Immediate Supervisor/designee. The Battalion Chief shall reach a decision and communicate it, in the same manner as presented by the member, to the member and the designated Union Grievance Representative within five (5) working days from the day the grievance was presented.

NOTE: A working day is considered for this article as any day that City Hall is open for business.

**STEP TWO**

If the grievance is not settled at the first step, the member within five (5) working days after the day the decision was due in step one, may reduce the grievance to writing and present it to the Fire Chief. The Fire Chief shall obtain the facts of the case to this point, and may hold a conference with all parties concerned. Within five (5) working days after receipt of the grievance, the Fire Chief shall notify in writing the member and the designated Union Grievance Representative of his decision on the grievance.

**STEP THREE**

If the answer from the Fire Chief in Step Two is not considered satisfactory by the member, the member and/or the designated Union Grievance Representative may within five (5) working days after the day the decision was due in step two present the written grievance to the Human Resources Director. A meeting shall be held within five (5) working days after receipt of the grievance, unless such time is extended by mutual agreement. At this meeting there will be a full disclosure of all facts relating to the grievance at hand. The Director of Human Resources, or designated representative, will, within five (5) working days after the meeting, render a decision on the resolution of the grievance and furnish a copy in writing to the member, and to the designated Union Grievance Representative or the Union President.

### 10.3 Rules for Grievance Processing

It is agreed:

10.3.1 A member covered by this Agreement may elect to pursue his grievance either through the City Policy and Procedures or through the grievance procedure as provided in Article 10.2.

However, once the member or the Union file a grievance under either procedure, then such grievance may not be changed from one procedure to the other. A grievance must be brought forward within five (5) working days after the occurrence of the event giving rise to the grievance or within five (5) working days after the member, through the use of reasonable diligence, should have obtained the knowledge of the occurrence of the event giving rise to the grievance.

10.3.2 Time limits at any stage of the grievance procedure may be extended by written mutual agreement by the parties involved at the step.

10.3.3 A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the member to proceed to the next step

10.3.4 For the purpose of the grievance procedure only, the day on which the grievance is presented and received by either party shall not be included.

10.3.5 A grievance presented at Step Two and above shall be in writing, dated, and signed by the member and/or the Union Grievance Representative. An answer given and returned to the member or the Union shall be dated and signed by the member representative at that step.

- 10.3.6 In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to five (5) calendar days prior to the date the grievance was presented at Step One. This rule shall not apply to pay inequities.
- 10.3.7 When a grievance is reduced to writing, there shall be set forth all of the following:
- A complete statement of the grievance and facts upon which it is based, including the date of occurrence or discovery;
  - The section or sections of this Agreement claimed to have been violated; and
  - The remedy or correction requested.
- 10.3.8 A conference may be called by either party at any step of the grievance procedure.
- 10.3.9 Any grievance filed on behalf of two (2) or more members and in accordance with the grievance procedure shall be signed by the designated Union Grievance Representative and shall enter the grievance procedure at Step Three.
- 10.3.10 Nothing in this contract shall be construed to prevent any public member from presenting, at any time, his own grievance in person or by legal counsel and having such grievances adjusted without the intervention of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement. If the aggrieved member chooses, the bargaining agent will be given a reasonable opportunity to be present at any meeting called for the resolution of such grievance. The Union President shall receive copies of all correspondence with regard to grievances of any member, whether or not the Union is representing such aggrieved member.
- 10.3.11 The designated Union Grievance Representatives shall be one of the following Executive Board Members:
- Union President
  - Union Supervisory Unit Vice-President
  - Union Rank and File Vice President
  - Union Secretary
  - Union Treasurer
  - Union Attorney
  - Duly appointed FPF or IAFF Representative

#### 10.4 Arbitration

If the grievance is not settled in accordance with the provisions of Article 10.2, the aggrieved member or the Union may request arbitration by personally

serving written notice, no later than ten (10) working days after receipt of the Employer's response in Step Three on the Human Resources Department of its intent to arbitrate the grievance. The written notice shall include a written statement of the specific provision(s) of this Agreement at issue. A grievance is considered to be withdrawn and settled if not appealed to arbitration within ten (10) working days after the Employer's response was due in Step Three.

## SECTION 1

Notwithstanding the following provisions of this section, an arbitrator may be mutually selected by the parties to the arbitration proceedings. If an arbitrator cannot be selected by mutual agreement of both parties, then within five (5) working days after the receipt of the appeal to arbitration, the parties shall jointly request the services of the Federal Mediation and Conciliation Service to furnish a panel of five (5) impartial arbitrators particularly skilled in matters involving local government employee relations. The parties shall take turns alternately striking names from the panel until one (1) name is left. The grievant shall have the first strike. The remaining name on the list shall be the arbitrator. The arbitrator shall be notified of his selection no later than five (5) working days by a joint letter from the Employer and the Union requesting that he set a time and place for the hearing.

## SECTION 2

The arbitration shall be conducted under the rules set forth in this Agreement. The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement, or any part thereof or any amendment thereto. The arbitrator shall consider and decide only the specific issue(s) submitted to him in writing by the parties and shall have no authority to consider or rule upon any matter which is not specifically covered by this Agreement. All testimony given at the arbitration hearing shall be given under oath. The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s) which are presented to him, which question(s) must be actual and existing.

The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. Consistent with this section, the decision of the arbitrator shall be based exclusively upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him at the hearing.

The decision of the arbitrator shall be final and binding on both parties, subject to those challenges permitted by law. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such matter.

### SECTION 3

The compensation and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. Where the Union does not represent the aggrieved member and the arbitrator rules in favor of the Employer, the aggrieved member shall be the losing party and will bear full cost of the compensation and expenses of the arbitrator.

In the event of a compromise award, the arbitrator's fees and expenses shall be borne equally by the parties to the arbitration. Each party shall bear the cost of preparing and presenting its own case. The party desiring a record of the proceeding shall pay for the record and/or stenographic services.

## **ARTICLE 11 SICK LEAVE**

11.1 A member who is incapacitated and unable to work shall notify his supervisor at least one (1) hour prior to his scheduled reporting time as designated by the department. The procedure shall be followed for each day the member is unable to work, unless the Fire Chief/designee gives prior approval.

11.2 Sick leave is paid time granted to members for the following purposes:

- Personal illness or injury
- Personal medical, surgical, or optical appointments, dental examinations or treatment which is necessary during working hours.
- To supplement workers' compensation
- Medical disability resulting from pregnancy/child birth
- Care for or the attendance upon a member of a member's immediate family who is afflicted with a serious disease, debilitating injury or serious illness. Immediate family member for purposes of this article shall be defined as: spouse, children, or dependents, and parents.

11.2.1 Members requesting sick leave, which may qualify them for Family Medical Leave Act (FMLA) designation, are responsible for immediately notifying the Human Resources Director or the Human Resource and Benefits Coordinator and completing the required FMLA forms to have their FMLA request considered.

- 11.3 Full time, shift members shall earn sick leave at the rate of twelve (12) hours per month of employment for up to ten (10) full years of service, except as noted in Section 11.4, below. Full time shift members who have more than ten (10) full years of service shall earn sick leave at the rate of fifteen (15) hours per month. Full time, non-shift members with less than ten (10) full years of service shall earn sick leave at the rate of eight (8) hours per month, except as provided in Section 11.4, below. Full time non-shift members who have ten (10) or more full years of service shall earn sick leave at the rate of twelve (12) hours per month of employment. Accrued sick leave is sick leave which is earned but unused at any given time. Probationary members shall not be entitled to the use of sick leave for the first six (6) months of employment; however, probationary members shall accrue sick leave for the first six (6) months of employment as provided in this Article.
- 11.4 A shift member who is hired and begins work on or before the fifteenth day of the month shall earn twelve (12) hours of sick leave for that calendar month. A non-shift member who is hired and begins work on or before the fifteenth day of the month shall earn eight (8) hours of sick leave for that calendar month. A member who begins work after the fifteenth day of the month shall begin to accrue sick leave from the first day of the month following employment.
- 11.5 The Fire Chief, or designee, may require a medical certificate signed by a licensed physician to substantiate a sick leave request for:
- 11.5.1. Any period of absence due to illness of two or more consecutive shifts, for shift members, or three or more consecutive days for non-shift members.
  - 11.5.2. Any period for which sick leave is claimed while a member was in approved vacation status.
  - 11.5.3. Sick leave of any duration if the member in question has demonstrated a habitual or recurrent pattern of absence from duty and has been warned that a certificate will be required as a result. Such medical certificate may be required to be provided at the member's expense
- 11.6 The Employer desires to provide an incentive for members to use sick leave only when actually ill. Therefore a shift member may trade back up to 192 hours of sick leave annually, provided the member maintains at least 360 hours of unused sick leave. A non-shift member may trade back sick leave up to 64 hours annually, provided the member retains at least 120 hours of unused sick leave each calendar year. This leave may be traded back at the rate of one hundred percent (100%) for additional vacation leave. Trade back of sick leave shall not be considered a use of sick leave, however a member's balance of accrued sick

leave shall be reduced by the amount of sick leave hours exchanged for vacation leave hours.

- 11.7 Any member who claims sick leave under false pretenses shall forfeit his sick leave pay for any time taken off and be subject to disciplinary action. The member will have the time without pay.
- 11.8 All earned sick leave in excess of 1,152 hours of sick leave will be paid annually in a lump sum on or about November 15 each calendar year.
- 11.9 In the event a member is unable to perform his regular duties due to illness or injury, the Employer will use its best efforts to assign the member to "light duty" consistent with the member's medical condition. The Employer may require a second medical opinion before placing a member in a light duty assignment. The parties recognize that an appropriate light duty assignment may not always be available. Members who have suffered an on-the-job injury will be given priority for those light duty assignments - that are available within the Fire Department. In making light duty assignments, assignments within the Fire Department shall be given first priority, followed by any light duty assignment available throughout the City.
- 11.10 Any member on sick leave shall be paid straight time for any and all holidays that occur while on such leave. Such time shall not be charged to sick time.
- 11.11 A member making a City-wide or interdepartmental transfer will maintain his accrued sick leave.
- 11.12 Members who are separated in good standing shall receive pay for their accrued and unused sick leave at a rate of fifty percent (50%) for all leave in excess of eighty (80) hours. Members who retire under normal retirement, shall receive pay for their accrued (unused) sick leave at a rate of seventy-five (75%) percent and shall have the option of a lump sum payout on their final check or placing the payout of sick leave in the ICMA VantageCare Retirement Health Savings Plan (See Article 33).
- 11.13 Members who give a sixty (60) hour advance notice for doctor appointments shall be charged actual time. Members not giving a sixty (60) hour advance notice shall be charged a minimum of twelve (12) hours. If the use of sick leave does not cause overtime, the member may return to work in less than 12 hours and be charged with actual time off.
- 11.14 If a member dies on or off duty, the member's estate shall receive full payment of all remaining accrued sick leave.

**ARTICLE 12  
BEREAVEMENT LEAVE**

12.1 Shift members covered by this Agreement shall be granted, upon approval of the Fire Chief/designee, the following time off with pay: In the event of death of a member's spouse or child, or step child living in the member's household; three shifts (72 hours) if not on duty or the balance of the on duty shift and the next three (3) consecutive shifts if on duty. In the event of the death of an immediate family member the member will be granted one shift (1) for an in-state funeral and two shifts (48 hours) for the out-of-state funeral of an immediate family member. The Fire Chief or designee can make exception to allow for step children not living in the members' household, to be treated as living in the household as the Fire Chief or designee deems appropriate.

Non-shift members shall be granted, upon approval of the Fire Chief/designee, the following time off with pay: sixty-four (64) working hours in the event of death of a member's spouse or child, or step child living in the member's household, three (3) eight (8) hour days for the in-state funeral of an immediate family member, and five (5) eight (8) hour days for the out-of-state funeral of an immediate family member.

Proof of death in the form of obituary notice or funeral home notice shall be submitted.

12.2 The member's immediate family shall be defined as the member's: father, mother, father-in-law, mother-in-law, stepchild not living in the member's household, ward, brother, sister, brother-in-law, sister-in-law, grandparents, son-in-law, daughter-in-law, grandchildren, and spouse's grandparents.

12.3 Bereavement leave shall not be charged against any sick or vacation time except as noted in Article 12.4 of this Agreement.

12.4 Should a member require additional time other than provided in Article 12.1 of this Agreement, he may request additional time from the Fire Chief/designee. Any additional time used may be charged to accrued sick or vacation leave, subject to the approval of the Fire Chief/designee.

**ARTICLE 13  
MILITARY LEAVE**

13.1 The Employer and the Union agree to conform to all County, State, and Federal laws dealing with military leave.

13.2 When formally requesting military leave, the member will submit through appropriate Fire Department channels proof of duty by copy of his order from the appropriate military commander.

13.3 The Union recognizes the right of Council to authorize pay on an incident basis.

**ARTICLE 14  
JURY DUTY**

14.1 If a member is called for jury duty, he shall promptly notify his supervisor so that arrangements may be made for his absence from work. Notification shall be at least seventy-two (72) hours before jury duty is to commence, or immediately if the member has been notified of jury duty less than seventy-two (72) hours prior to commencement. Management shall abide by the law pertaining to absence for jury duty.

14.2 Member's serving as jurors during normal duty hours shall be paid at regular time equal to normal work schedule, less the sum received as juror's pay for the time served. The member may keep any pay received for jury duty scheduled on days off. The member shall furnish written evidence to the Employer showing the performance of and compensation for jury duty. Mileage payments shall not be included when calculating jury duty pay. Verification of jury duty while on vacation must be by written verification from the Clerk of the Court and presented to the immediate supervisor after returning from jury duty.

**ARTICLE 15  
VACATION LEAVE**

15.1 Eligibility--Members shall be entitled to earn and accrue vacation leave with pay as provided in this Article. Members shall not be eligible to use vacation leave until satisfactory completion of six (6) months of service. During the probation period, probationary members shall accrue vacation time in the normal manner.

15.2 Accrual Computation and Liquidation of Vacation Leave

15.2.1 Full-time regular members shall earn vacation leave as follows:

YRS OF EMPLOYMENT	NON-SHIFT		SHIFT	
	HRS PER MONTH	HRS PER YEAR	HRS PER MONTH	HRS PER YEAR
1 month less than 6 yrs	8	96	14	168
At least 6 but less than 11	10	120	16	192
At least 11 but less than 16	12	144	17	204
Sixteen (16) or more years	14	168	18	216

- 15.2.2. When there has been a voluntary break of service of fifteen (15) working days or more, the member, upon reinstatement or re-employment will begin earning vacation leave as a new member. For purposes of calculation, new members beginning work between the first and fifteenth of the month will begin earning leave from the first day of the month they were hired, and new members beginning work between the sixteenth and the end of the month will begin earning leave on the first day of the next month.
- 15.2.3. For payroll and separation purposes, vacation leave shall be computed on the basis of a normal fifty-four (54) hour workweek for shift members and normal forty (40) hour week for non-shift members.
- 15.2.4. Shift members must use a minimum of four (4) hours of vacation leave per request. Non-shift members' vacation leave will be liquidated and charged by the hours as used.
- 15.2.5. Vacation leave earned in excess of 240 hours for non-shift members and 324 hours for shift members must be used by the end of the calendar year. Members who have in excess of 240 hours for non-shift members and 324 hours for shift members accrued, unused vacation leave, shall be compensated at 100% of the excess at the pension pay rate(which currently includes State incentive pay and Field Training Medic pay), provided a shift member must have taken at least four (4) shifts of vacation leave in the calendar year, and a non-shift member must have taken at least five working days of vacation leave during the calendar year.
- 15.2.6. Members who have earned vacation leave in excess of 240 hours for non-shift members and 324 hours for shift members and have not taken at least five (5) twenty-four (24) hour shifts (for shift members) or five (5) eight (8) hour days (for non-shift members) at the end of the calendar year will be scheduled for a mandatory leave by the appropriate supervisor at the Department's convenience in order to bring the earned leave accumulation to 240 or 324 hours as appropriate. Members falling in this category will first be reminded by the Department sixty (60) days prior to the end of the calendar year that they are in excess of 240 hours for non-shift members or 324 hours for shift members and have not taken the required amount of time off as stated. Members will be given the opportunity to request the appropriate time off prior to the Department scheduling said time off. If the above stipulations are met, then the mandatory scheduling by the Department will not be subject to the grievance procedures contained in Article 10 of this agreement.

- 15.3 Vacation leave may be used for the following purposes:
- Vacation
  - Absence for the transaction of personal business
  - Any absence from work not covered by another type of leave provision.
  - If a member has exhausted all sick leave, and has accumulated vacation leave, said member will be permitted to use his vacation leave as sick leave, provided a doctor's note is submitted
- 15.4 Holidays during vacation--Holidays occurring while the member is on vacation leave shall not be charged against his vacation leave balance.
- 15.5 Scheduling of Vacation Leave--Shift Members requesting vacation leave shall submit the request no later than 60 hours prior to the requested time off. Shift members requesting vacation leave of more than one shift twenty-four hours (24 hours) or more, shall submit the request no later than two (2) shifts in advance of the time requested off. Emergencies and special situations shall be handled on a case by case basis. Non-shift members who request one day (8 hours) or less shall submit request no later than 3 calendar days in advance, and non-shift members requesting more than a day (8 hours) or more shall submit the request no later than 7 calendar days in advance of said requested time off. Emergencies and special situations shall be handled on a case by case basis.
- 15.5.1 To request or cancel a scheduled vacation, a member must notify the Captain in charge of staffing sixty (60) hours prior to the start of the vacation. If the vacation does not cause overtime the member may cancel at any time.
- 15.6 Payment in Lieu of Vacation--Except as noted in Article 15.2.5 and 15.7 of this Agreement, members shall not be paid in lieu of vacation.
- 15.7 Upon separation of employment due to layoff, death, line-of-duty injury, resignation, or retirement, the member shall be entitled to 100% compensation for any unused vacation leave. This does not apply to any separation not in good standing (i.e., termination for cause, resignation to avoid discipline, etc.), or separation with less than six months service. A member with less than six months service, who separated as a result of death or line-of-duty injury, would also be eligible for the above stated benefit.

## **ARTICLE 16 HOLIDAYS**

- 16.1 The following holidays shall be observed:

New Years Day  
Martin Luther King's Birthday

Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day Following Thanksgiving  
Christmas Day  
Member's Birthday

Effective October 1, each fiscal year, a floating holiday (twelve (12) hours for shift members and eight (8) hours for non-shift members) shall be added to the above holiday list. This holiday must be taken within the current fiscal year. Payment for use of floating holiday shall be at straight time.

- 16.1.1 Eligibility: Full time members shall be entitled to a floating holiday with pay as provided in this Article. Members shall not be eligible to use the floating holiday until satisfactory completion of six (6) months of service.
- 16.1.2 Scheduling of Floating Holiday: Shift Members requesting use of the floating holiday shall submit request no later than 60 hours prior to the requested time off. The full holiday (12 hours for shift and 8 hours for non-shift members) must be scheduled. Emergencies and special situations shall be handled on a case by case basis. Non-shift members who request the floating holiday shall submit their request no later than 3 calendar days in advance. Emergencies and special situations shall be handled on a case by case basis.
- 16.1.3 Members shall not be paid in lieu of taking the floating holiday.
- 16.2 Whenever possible, non-shift members will be granted time off on holidays; however, a non-shift member who is required to work on any such holidays shall be paid time and one-half for the period worked.
- 16.3 Shift members scheduled to work on a holiday as defined in Section 16.1 shall receive holiday pay in accordance with Section 16.5. A shift member scheduled to work on a holiday who reports sick will be additionally charged with sick leave for the hours missed during the day.
- 16.4 Any additional day proclaimed as a holiday or a day off by the Mayor and Council will be given to the members within this contract period.
- 16.5 Holiday Pay: Shift members who are actually on duty and working on a holiday identified in Article 16.1, of this Agreement shall receive twelve (12) hours of

holiday pay. Shift members who are off duty on a holiday identified in Article 16.1, of this Agreement shall receive eight (8) hours of holiday pay. Shift members who are due holiday pay will have the option to receive such pay for all holidays, except Christmas, on an annual basis in the form of a lump sum bonus to be paid on the first pay day in December of each year at their current rate.

Members who do not elect this option shall receive holiday pay in the pay period following the holiday. Holiday pay for Christmas shall be paid on the first pay day in January.

- 16.6 A holiday for shift members shall commence at 0700 hours on the actual date of the holiday, and shall end at 0700 the next day.

Shift members who are on duty on a holiday, as identified in Article 16.1 of this Agreement will receive additional premium pay as described below:

For calculation of holiday premium pay, the Employer will only pay holiday premium pay for hours actually worked during the window period of 0700 to 1900 with the maximum premium pay being six (6) hours at one and one-half (1 1/2) of the member's hourly rate.

## **ARTICLE 17 COMPENSATION**

### **17.1 Salary System and Wages**

17.1.1 For the duration of this agreement, base wages shall be increased on October 1<sup>st</sup> of each year by the annual average percent change in the Consumer Price Index for All Urban Consumers (CPI-U) for all U.S. Cities and all items not seasonally adjusted published by the Bureau of Labor Statistics (BLS) for each calendar year, with a minimum of 2% rounded to the nearest whole dollar and a maximum of 3.5% rounded to the nearest whole dollar. If the CPI-U exceeds 5%, the Union may request to reopen this article.

In the event that the CPI-U index base is changed from the current standard reference base of 1982-84 = 100 or other changes in the structure of the index are made by the BLS, the Union and the Employer agree to make any adjustments recommended by BLS in the following fiscal year. BLS recommendations for calculating index changes shall be considered.

17.1.2 Effective October 1, 2006, the step is increased to 3.0%.

17.1.3 Effective October 1, 2007, the step is 3.0%.

17.1.4 Effective October 1, 2008, the step is 3.0%.

17.1.5 A step increase shall be given each fiscal year to those eligible on anniversary of hire or promotion date. A member covered by this agreement will be evaluated utilizing the appropriate evaluation forms specified by the Employer. The City Manager or his designee retains the right to administer and amend the evaluation system. member will move to the next step in the pay plan, provided his annual step review evaluation is satisfactory.

Members hired into the position will be evaluated based on their hire date. Those promoted into their current position will be evaluated on their promotional date.

Members will be evaluated by the appropriate rank authorized by the Fire Chief. All evaluation will require final review and approval by the Fire Chief or designee.

In the event an increase is denied based upon an unsatisfactory evaluation, a letter explaining the reasons for denial will be given to the member along with specific, recommended actions that will correct the basis for the denial. Those individuals receiving an unsatisfactory evaluation will be re-evaluated in one month from their original anniversary evaluation date. If found unacceptable at the end of the re-evaluation they will be required to wait until their normal anniversary evaluation date. If the reason for the finding of unacceptable evaluation is for violation of policies and/or rules and regulations the member may be disciplined up to and including dismissal. The intent of this subsequent evaluation is to quickly assess the areas that need improvement and to positively alter unsatisfactory areas of performance. Upon being found satisfactory the member shall be granted the Step (provided they are not at the top of their range) on the newly established evaluation date. However, the anniversary date will revert to the appropriate anniversary date in the next year.

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17.1.6 Effective October 1, 2006, Career Development & Safety Coordinators and Sr. Fire Inspector and Apparatus Equipment Facility Maintenance Manager shall be placed in the Pay Plan.

Step	10/1/2005	Step	10/1/2006
1	\$46,654	1	\$48,123
2	\$47,703	2	\$49,567
3	\$48,776	3	\$51,054
4	\$49,874	4	\$52,585
5	\$50,996	5	\$54,163
6	\$52,142	6	\$55,788
7	\$53,319	7	\$57,461
8	\$54,516	8	\$59,185
9	\$55,744	9	\$60,961
10	\$56,999	10	\$62,789
11	\$58,280	11	\$64,673
12	\$59,593	12	\$66,613
13	\$60,933	13	\$68,612
14	\$62,304	14	\$70,670
15	\$63,706	15	\$72,790

17.1.7 Effective October 1, 2007 Career Development & Safety Coordinators shall be placed in the Pay Plan.

Step	Includes 3.2% CPI 10/1/2007
1	\$51,153
2	\$52,688
3	\$54,268
4	\$55,897
5	\$57,573
6	\$59,301
7	\$61,080
8	\$62,912
9	\$64,799
10	\$66,743
11	\$68,746
12	\$70,808
13	\$72,932
14	\$75,120
15	\$77,374

Effective October 1, 2007 Apparatus Equipment Facility Maintenance Manager will advance one step.

17.1.8 Effective October 1, 2006, Platoon Captain shall be placed in the Pay Plan.

Step	10/1/2005	Step	Includes 3.4% CPI 10/1/2006	Includes 3.2% CPI 10/1/2007
		1	\$52,585	\$54,268
		2	\$54,163	\$55,896
6	\$52,142	3	\$55,788	\$57,573
7	\$53,319	4	\$57,461	\$59,300
8	\$54,516	5	\$59,185	\$61,079
9	\$55,744	6	\$60,961	\$62,911
10	\$56,999	7	\$62,789	\$64,799
11	\$58,075	8	\$64,673	\$66,743
12	\$59,593	9	\$66,613	\$68,745
13	\$60,934	10	\$68,612	\$70,807
14	\$62,304	11	\$70,670	\$72,932
15	\$63,706	12	\$72,790	\$75,119
16	\$65,140	13	\$74,974	\$77,373
17	\$66,605	14	\$77,223	\$79,694
		15	\$79,540	\$82,085

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17.1.9 Effective October 1, 2006, Protective Breathing Apparatus Technician shall be placed the Pay Plan.

Step	10/1/2005	Step	10/1/2006	Includes 3.2% CPI 10/1/2007
1	\$40,288	1	\$41,511	\$42,840
2	\$41,195	2	\$42,757	\$44,125
3	\$42,212	3	\$44,039	\$45,449
4	\$43,068	4	\$45,360	\$46,812
5	\$44,037	5	\$46,721	\$48,216
6	\$45,028	6	\$48,123	\$49,663
7	\$46,040	7	\$49,567	\$51,153
8	\$47,077	8	\$51,054	\$52,687
9	\$48,137	9	\$52,585	\$54,268
10	\$49,220	10	\$54,163	\$55,896
11	\$50,327	11	\$55,788	\$57,573
12	\$51,461	12	\$57,461	\$59,300
13	\$52,617	13	\$59,185	\$61,079
14	\$53,802	14	\$60,961	\$62,911
15	\$55,011	15	\$62,789	\$64,799

Effective October 1, 2007 Protective Breathing Apparatus Technician will advance one step.

17.2 Solo Paramedic

17.2.1 **Effective 10/01/06** Members who obtain Solo Paramedic status from the Medical Director shall receive \$4,784 annually, to be paid biweekly.

17.2.2 **Effective 10/01/07** Members who obtain Solo Paramedic status from the Medical Director shall receive additional pay for consecutive months of service in a solo paramedic status as follows:

Months of Service (with City of Palm Bay)	Dollar Amount
0-36	\$5,000
37-72	\$6,000
73 and over	\$7,000

The amount of additional pay for solo paramedic status shall be paid biweekly as long as the member maintains their solo paramedic status.

17.2.2 In return for receiving the supplement, described in this article for being a solo paramedic, the unit member shall maintain their own skills to the level

set forth by the Department Medical Director. If the minimum requirements change, the Medical Director will establish the allowable time limits for attaining new skills, standards, or certification requirements in accordance with required training.

17.2.3 If there is a change in the minimum requirements by the Department's Medical Director, other than changes prescribed by Federal Law, the Employer will immediately establish a labor/management task force to address the changes and training requirements for said changes in the minimum requirements.

17.2.4 Members who obtain State of Florida Paramedic Certification shall receive \$48.00 bi-weekly, for a maximum lifetime of seven (7) pay periods. It is understood that the maximum of seven (7) pay periods may be extended, upon the request of the member, at the sole and complete discretion of the Fire Chief, when the member is not able to obtain solo paramedic due to circumstances beyond their control. The maximum time extended is an additional seven (7) pay periods, for a total of fourteen (14) pay periods.

### 17.3 Longevity

17.3.1 **Effective 10/01/06** Members in the bargaining unit shall receive compensation for length of service with the Employer in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
At least 5 but less than 10	\$ 520.00
At least 10 but less than 14	\$1,040.00
14 or more	\$1,560.00

The payment for length of service shall be payable in one lump sum during the month following the Member's anniversary date.

17.3.2 **Effective 10/01/07** Members shall receive compensation for length of service with the Employer in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
At least ten (10) but less than fourteen (14)	2.3% of base
At least fourteen (14) but less than twenty (20)	5.0% of base
Twenty and beyond	7.0% of base

The payment for length of service shall be payable in one lump sum during the month following the Member's anniversary date.

### 17.4 Overtime

**17.4.1 Effective 10/1/06:** The base salary for shift members represents payment for 216 hours worked in a 27 day period. Shift members who work more than 204 hours in a 27 day period shall receive overtime compensation as follows:

17.4.1.1 All shift members will be paid one and one-half times their regular rate of pay for hours worked above 204 hours in the established twenty-seven (27) day work period.

17.4.1.2 The hourly rate shall be 1/54th of the weekly base pay for the computation of overtime.

17.4.1.3 Vacation, sick leave, and compensatory time shall be considered as time worked for the purposes of overtime calculations.

17.4.1.4 Shift members may accumulate compensatory time to a maximum of one hundred eight (108) hours.

**17.4.2 Effective 10/1/07:** The base salary for shift members represents payment for 112 hours worked in a 14 day period. Shift members who work more than 112 hours in a 14 day period shall receive overtime compensation as follows:

17.4.2.1 All members on shift will be paid one and one-half times their regular rate of pay for hours worked above 106 hours in the established fourteen (14) day work period. The half time hours between 106 and 112 will be considered Premium time and will not be reduced due to 17.4.2.3.

17.4.2.2 The hourly rate shall be 1/54th of the weekly base pay including incentives for the computation of overtime.

17.4.2.3 Only hours actually worked, plus sick leave and holiday time will be considered as time worked for the purposes of overtime calculations.

17.4.2.4 Members who are on shift may accumulate compensatory time to a maximum of one hundred eight (108) hours. Premium time is eligible to be converted to compensatory time for members currently enrolled 10/01/2006; annual calendar enrollment shall be elected by members and submitted to Human Resources by November 30<sup>th</sup> for the next calendar year.

17.4.2.5 Except at the sole discretion of the Fire Chief/designee members are only eligible to work overtime one (1) rank below their permanently assigned rank. On the Thanksgiving and Christmas holiday members are eligible to work overtime in any rank below their permanently assigned rank.

17.5 The base salary for non-shift members represents payment for forty (40) hours worked in a seven (7) day work week (2,080 hours annually). Non-shift members who work more than forty (40) hours in a work week shall (at member's option) earn compensatory time at a rate of one and one-half (1½) hours earned for one hour worked, or be paid at one and one-half (1½) times the hourly rate for each hour worked in excess of forty (40) hours. Non-shift members may accumulate compensatory time to a maximum of eighty (80) hours.

17.6 Call Back

17.6.1 A member who is recalled to work while in off duty status shall receive one hour pay at the member's regular hourly rate in addition to pay for any hours worked after recall. Members may elect to receive compensatory time at the rate of one and one-half (1½) hours for each hour worked on call back, in lieu of pay up to a maximum of eighty (80) hours for non-shift members and one hundred eight (108) hours for shift members.

When an member responds to a notice of recall, all time spent by the member after reporting for duty shall be considered hours worked for the purposes of overtime calculation. Travel time will be paid as actual time worked, up to one hour. Members may elect to receive compensatory time at one and one half (1½) hours for each hour worked in lieu of pay up to a maximum of eighty (80) hours for non-shift members and one hundred eight (108) hours for shift members.

17.7 Emergency Pay

17.7.1 Benefits received (provided they do not violate the FLSA) during a declared emergency shall reflect the provisions of the city's Personnel Rules and Regulations Rule XXIV.

17.8 Stand by Status

17.8.1 Stand by Status is defined as any period of time during which an member is ordered by the Fire Chief/designee to remain in a given location in readiness to perform work if the need arises.

A member on stand by status is required to respond to a telephone or radio call back and be ready to return to work. During this time the member's freedom to engage in personal activities is restricted. Stand by status for shift members shall be compensated at the regular hourly rate as defined in this article for all hours during which the member is on stand

by. If time spent on stand by status results in the shift member working more than 112 hours in a 14 day period, the member shall be compensated as defined in this article. An member on stand by status shall keep the Department apprised of his location at all times.

The Employer and the Union agree that members may be recalled to duty at any time deemed necessary by the Department and are expected to respond after notice of recall within one hour or less. Time during which an member is free to pursue normal off duty activities shall not be considered time worked merely because such member may receive a recall to duty during such period.

#### 17.9 Acting

Members on the eligibility list are required to serve in the Acting Rank for the special compensation of \$40.00 bi-weekly. In acknowledgement of this special compensation, the member is required to serve in the Acting Rank when called upon to do so without additional compensation. If a member on an eligibility list demonstrates that they are not qualified to perform in the acting rank then he shall not receive the special compensation stated above.

17.9.1 Platoon Captain: Members who meet the following criteria are eligible to be on the acting list for Platoon Captain:

- 17.9.1.1 Completed eight (8) years of employment as a certified Firefighter inclusive of three (3) years as a Lieutenant with the City of Palm Bay.
- 17.9.1.2 Possess state certification as a Fire Officer I.
- 17.9.1.3 Possess an A.S. degree preferably in Fire Science or EMS.
- 17.9.1.4 Demonstrate to the satisfaction of the Fire Chief/designee the ability to perform duties and responsibilities that a Platoon Captain may be expected to perform.

17.10 Should a member act in a rank not covered by a collective bargaining agreement the member shall receive pay for all hours engaged in such an acting position at an hourly salary rate adjustment of a five percent (5%) increase to the member's current hourly rate or the minimum rate of the higher classification, whichever is greater.

#### 17.11 Training Required/Non-required

17.11.1 Compensation for required training for shift members who are required to attend off-duty training by the Fire Chief/designee will be paid for such time at base salary rate. If time spent in required training results in a shift member working more than the hours identified as base pay in this article the member shall be compensated accordingly.

17.11.2 Compensation for required training for non shift members who are required to attend training shall be paid base salary for time spent in training. Travel time shall be included in training time. Time spent training that causes a member to exceed 40 hours in a work week shall be implemented as specified in this Article.

17.11.3 Compensation for non-required training for non-shift members who are approved to participate in non-required training courses shall be compensated as follows:

- If the training is during normal duty hours, the member shall receive his base pay during normal duty hours. No compensation shall be paid for travel time or training outside normal duty hours.
- Non-shift members shall be permitted the use of a City vehicle to attend non-required, approved training courses, if available.

17.12 A member who receives a promotion shall receive the minimum level for the new position or a five percent (5%) increase in base salary, whichever is greater. If, within thirty (30) days of the promotion, the promoted member would have received a step increase and the promoted member has a satisfactory or better performance evaluation, the promotional salary shall be based on the increased salary the member would have received in the former position.

17.13 Members who are required to be On Call shall receive one hour of straight time pay for each day they are required to be on call and be available by pager or cell phone after normal work hours. The one hour earned under this article shall not count toward overtime accrual. A member who is recalled to work while in "on call" status shall receive a minimum of two hours pay for all hours actually worked after recall, whichever is greater. On call shall be defined as the period of time a member must remain within a forty-five (45) mile distance of the City of Palm Bay, be ready for recall to duty, and continually be available by pager, telephone, or radio. Members will be selected to wear a pager or be on call from a voluntary sign-up sheet. If an insufficient number of volunteers are available to wear a pager for on call, the Employer shall have the right to require the least senior qualified member to wear a pager and/or be on call.

17.14 Educational Incentive

17.14.1 Members whose position does not require and who hold the below-listed State of Florida certifications shall receive bi-weekly compensation shown below for each of the following:

- State certified Fire Officer I -- \$10
- State certified Fire Officer II -- \$10

17.14.2 Sr. Fire Inspector who holds the below listed state of Florida certifications shall receive bi-weekly compensation shown below for each of the following:

- State certified Fire Inspector II - \$10
- State Certified Fire Investigator I - \$10
- State certified Fire Officer I -- \$10
- State certified Fire Officer II -- \$10

17.14.3 Members whose position does not require and who hold State certified Fire Instructor shall receive \$30 biweekly. Members holding Instructor certifications shall be required to teach in the area of certification on their normal shift when requested by the Department.

17.14.3.1 Training and testing for the above certifications shall be at the expense of the member.

**Effective 10/01/06**

17.14.4 Members who earn an Associate's Degree shall receive \$104.00 annually, to be paid bi-weekly.

17.14.5 Members who earn a Bachelor's Degree shall receive \$312.00 annually, to be paid bi-weekly.

**Effective 10/01/07**

17.14.6 Members who earn an Associate's degree (after entry level or lateral entry placement), in approved subject areas shall receive an additional \$500 annually paid bi-weekly. Members who were employed prior to 10/01/07 who had their Associate's degree prior to employment with the City shall receive \$500 annually to be paid bi-weekly. Any member hired after 10/01/07 must have earned their Associate's degree after entry level or lateral entry placement with the City.

17.14.7 Members who earn a Bachelor's degree (after entry level or lateral entry placement), in approved subject areas shall receive an additional \$750 annually paid bi-weekly. Members who were employed prior to 10/01/07 who had their Bachelor's degree prior to employment with the Employer, shall receive \$750 annually to be paid bi-weekly. Any member hired after 10/01/07 must have earned their Bachelor's degree after entry level or lateral entry placement with the Employer. Members receiving this benefit are not eligible for the additional payment for an Associate's degree.

17.15 Technical Rescue Team (TRT)

- 17.15.1 Upon completion of the certification process for TRT and assignment to the Team, the team member shall receive \$30.00 bi-weekly.
  - 17.15.2 Participation in training and certification courses will be voluntary and on the member's own time, off duty.
  - 17.15.3 All TRT members may be assigned to Station 92 or located throughout the Department from time to time as an operational necessity requires. TRT members who voluntarily request re-assignment to another work station shall not receive the bi-weekly incentive for TRT. TRT members who are promoted or re-assigned due to operational necessity shall maintain their bi-weekly incentive as long as they maintain their TRT certifications.
  - 17.15.4 The Fire Department will select the individuals to attend voluntary training. The selection will be based on operational necessity of the Department and seniority in their current position.
- 17.16 Any Member assigned the duties and responsibilities of the "Infectious Control Officer" shall receive \$10.00 per day for each day they are not on duty and required to respond as the Infectious Control Officer. This shall not be considered as time worked for overtime purposes nor shall it be included in the member's base pay for overtime calculations.
- 17.17 Travel  
 Compensation for travel will be reimbursed to the member for mileage where appropriate and in accordance with applicable Florida Statutes or City Policy, whichever is higher.

**ARTICLE 18**  
**HIRING, PROMOTION AND CLASSIFICATION**

18.1 Definitions:

Internal candidate: Current Palm Bay Fire Department member.

External candidate: Experience is with Palm Bay and/or other paid Fire Department(s) and all requirements are to be comparable to requirements for internal candidates.

18.2 The Union shall be permitted to have a maximum of two off duty representatives present during all aspects of entry level testing and bargaining unit promotional testing. The Human Resources Department shall notify the Union President in writing at least 48 hours in advance of the dates, time and locations of the examinations

18.3 Promotional Elements

### 18.3.1 Title - Protective Breathing Device Technician

- Service Requirement - Minimum of 1 year as a Palm Bay Fire Fighter.
- Breathing apparatus training leading to certification is required.

### 18.3.2 Title - Career Development and Safety Coordinator (CDSC) (Administrative Rank of Captain)

- Service Requirements - Minimum of eight (8) years of service with the Palm Bay Fire Department inclusive of a minimum of three (3) years of service as a Palm Bay combat (shift) Lieutenant.
- Certification/Education Requirements
  - Fire Fighter Certification.
  - State of Florida, Bureau of Fire Standards and Training Fire Officer I certification.
  - State of Florida, Bureau of Fire Standards and Training Fire Service Instructor I Certification.
  - C.P.R. instructor Certification.
  - EMT certification required. Paramedic certification is preferred.
  - Associate's Degree, preferably in Fire Science or EMS.

18.3.2.1 Internal Candidates who do not currently possess an Associate's Degree and who timely submit an application will be considered for the position. Upon appointment to the position of CDSC will have two (2) years from the date of appointment in which to obtain an Associate's Degree. Should the member fail to successfully obtain an Associate's Degree, the member will: forfeit the position of CDSC and Be reduced in rank to a vacant position to which the member meets the minimum requirements of such position or placed in a layoff status and eligible for first consideration when a vacancy occurs for any lower position to which the member is minimally qualified. A member that accepts the position under these terms agrees to waive their right to the grievance procedure or other legal remedies should they be removed for failure to obtain an Associate's Degree within the time frame prescribed.

### 18.3.3 Title - Senior Fire Inspector

- Service Requirement - Minimum of six (6) years of service with the Palm Bay Fire Department inclusive of two (2) years of service as a Fire Inspector.
- Certification/Education requirements.
  - Fire Fighter Certification
  - EMT Certification
  - Fire Inspector
  - Building Inspector
  - A.S. Degree, preferably in Fire Science and/or Building Construction Profession (As described in Article 29)

#### 18.3.4 Title - Apparatus, Equipment and Facilities Maintenance Officer.

- Service Requirements - Minimum of six (6) years of service with the Palm Bay Fire Department.
- Certification/Education requirements.
  - Fire Fighter Certification
  - EMT Certification
  - Palm Bay Fire Department approved Breathing Apparatus Training that meets OSHA Requirements
  - Minimum of 21 credit hours towards an AA or AS Degree, preferably in Fire Science, Business or related field.

#### 18.3.5 Title - Platoon Captain

A Combat Captain's examination will be offered each year between July 1 and September 31. A member may retake the examination or carry over their score for two years. That score will be merged with the existing list. If an additional examination is needed prior to the next scheduled test date, Human Resources will meet with the Union to agree on another date.

- Service Requirements--Minimum of eight years of service with the Palm Bay Fire Department inclusive of a minimum of three (3) years of service as a combat (shift) Lieutenant.
- Certification/Education Requirements:
  - Fire Fighter Certification
  - EMT Certification
  - State of Florida Bureau of Fire Standards and Training Fire Officer I certification
  - A.S. Degree, preferably in Fire Science or EMS

## 18.4 Posting and Examination

18.4.1 All written promotional examinations shall be posted at least sixty (60) calendar days in advance of the said examination date at all Fire Department facilities. Each position shall have a closing date 30 calendar days after posting. No additional candidates shall be accepted after the closing date. The last date for meeting minimum requirements is the last day of the quarter in which the examination is scheduled to be given.

18.4.2 Within thirty (30) calendar days after the closing date, all candidates signed up shall be notified in writing of acceptance or denial (with reasons attached). A copy of the examinee list will be sent to the Union President. Candidates shall be permitted to borrow books and other study material from the department using established department procedures for such borrowing, and the items shall be borrowed for a reasonable amount of time, depending on the amount of candidates signed up for the exam. Text books shall be the responsibility of the examinee.

18.4.3 In all promotional examinations, a member must pass each phase, with a 70% or better before moving to the next phase. In cases where a phase is pass/fail, the member must attain a passing score prior to moving to the next phase.

## 18.5 Promotional Eligibility List

A list shall be posted in ranking order (high score at top, low score at bottom). This list will be posted at all Fire Department facilities, with a copy sent to the Union President. This list will be posted in accordance with established Department Policy and Procedures.

18.5.1 All portions of the examination (i.e. written, practical, interview, or any other testing component) shall be completed by the end of the designated quarter. (Example: an examination scheduled for the July through September quarter, must be completed by September 30<sup>th</sup>).

18.5.2 All subsequent Eligible Lists will be in effect through the last day of the designated quarter. The new Eligible List will become effective the first day of the next quarter.

18.5.3 The new Eligible List will not be made public until the first day of the designated quarter.

18.5.4 Member's covered under the bargaining unit are expected to accept a promotion that they are offered; however, said member may decline one

time and keep their standing on the list. Upon declining the second round of promotion, the member will be removed from the list.

18.5.5 Members within one (1) year of any disciplinary action shall be permitted to take any promotional examination. However, said member, shall not be considered for promotion or shall not act in any rank higher than his full time rank within the one (1) year window from date of discipline.

18.6 All promotional examinations shall be given to Palm Bay Fire Fighters and Supervisory unit members first. All current members shall be considered as an inside candidate.

If no member qualifies or passes the promotional examination, then and only then will it be given to outside candidates.

A member may elect to be considered as an outside candidate if desired, if they did not qualify as an in-house candidate (by making said election in writing) however, under no circumstances may a member apply as an inside and outside candidate. If applying as an outside candidate, promotional contract provisions dealing with pay or benefits do not apply.

18.7 Fire Chief's Interview:

18.7.1 The Fire Chief/designee shall conduct a one-on-one interview with the top five (5) candidates on the list provided by Human Resources.

18.7.2 The Fire Chief/designee may use any official documentation of the City in evaluating candidates. Upon written request, a minimum of five (5) days prior to a one-on-one interview, the applicant shall be provided a copy of documentation provided to the Chief/designee at least one hour prior to the one-on-one interview with the applicant.

18.7.3 The Fire Chief /designee will announce his selection within five (5) business days from the conclusion of the last applicant interview. If the Chief/designee does not select anyone from the list they shall provide a written explanation as to why. The Fire Chief/designee will use the existing list to continue the selection process

18.7.4 In the event a promotional vacancy occurs in the same rank before another promotional examination is given, a candidate will be selected from the top five (5) names on the list.

- 18.8 New hires shall serve a twelve (12) month probation period. Upon promotion to any rank, a member shall serve a six-month promotional probationary period in the new position. Upon satisfactory completion of the promotional probationary period, the member shall attain full time status for the position in which he was promoted. If the member fails to satisfactorily complete the promotional probationary period, he/she shall be returned to the position held prior to the promotion. A member may otherwise be disciplined or discharged for just cause during the promotional probationary period.
- 18.9 Any member may take a voluntary downgrade to a position of lower rank, with approval of the Fire Chief, for which the member is qualified, and for which a vacancy is available. The member's pay will be adjusted to the position as if they had never left the position.
- 18.10 Classification -The Employer will notify the Union in advance whenever possible of upcoming changes in personnel policies and procedures or job descriptions. Nothing in this language shall waive the right that the Union may have to bargain with respect to these issues.
- 18.11 This Unit is made up of both line (combat) and administrative personnel. The combat line personnel have the classification of Platoon Captain and all other personnel in this unit are administrative personnel.
- 18.12 In order to promote or transfer within the Supervisors Bargaining Unit all members must meet all eligibility requirements set in position requirements. Administrative ranks alone do not meet the minimum service and certification requirements for any combat position unless member has achieved the minimum requirements in other assignments per the Contract. No benefits of office are attached to the administrative rank of Lieutenant or Captain.

## **ARTICLE 19 SENIORITY, LAYOFF, RECALL**

- 19.1 Definition: Seniority is the uninterrupted length of service of a member since his last date of hire by the Palm Bay Fire Department.
- 19.1.1 Definition: Qualified is the member who has satisfactorily completed the probationary period in a position.
- 19.2 Accrual: A member accrues seniority during all periods of approved leave with pay. A member accrues seniority during periods of unpaid leave which do not exceed 30 consecutive days in duration. Seniority accrual is suspended on a member's thirty-first (31st) consecutive day of unpaid leave and remains suspended until the date of his return to duty.

- 19.2.1 The parties agree that members who resign from City service for any length of time will begin credit for consecutive service from the date of their re-hire, and for purpose of this article their seniority date would not apply. If a member resigns and is subsequently rehired within one month, the member's seniority date will be their original hire date. However, that seniority date will not apply to their eligibility date for promotion.
- 19.3 Application: Seniority shall be used to govern layoff and recall, and shall apply for the purpose of a member's vacation preference, with the exception of the Union President, who will be last to be laid off.
- 19.4 Lay Off: In the event of a lay off for any reason, members shall be laid off in reverse order of seniority. Members who are laid off shall have the right to "bump" a less senior member in a lower ranking position in the Department, provided the member is qualified for the lower ranking position.
- 19.5 Recall:
- 19.5.1 Members in layoff status retain recall rights for twenty-four (24) months from the date of layoff. The names and seniority dates of laid off members shall be placed on a recall list, a copy of which shall be supplied to the Union.
- 19.5.2 Notice of Recall shall be given to the member by Certified mail, return receipt requested, sent to the most recent address contained in the laid off member's personnel records. If the member desires to be recalled, it is the responsibility of the laid off member to keep the employer advised of his current address. A member who receives notice of recall, and desires to be recalled shall execute the return receipt and notify the Director of Human Resources no later than the close of business on the tenth (10<sup>th</sup>) working day, after the receipt of notice, or the member will lose recall rights. If a notice of recall is unclaimed after ten (10) or more days from the date it was mailed, or it is returned, it shall be presumed that the address was incorrect. A member, who is offered recall, must report fit for duty, within twenty (20) business days of his notification to the Director of Human Resources, or lose recall rights.
- 19.5.3 Members shall be recalled in order of seniority as shown on the recall list, and in accordance with Article 19.5 above. The member with greatest seniority shown on the list shall be recalled first. If after recall, vacancies shall exist due to refusal or denial of recall, the Employer may fill the vacancies through the normal hiring process.
- 19.5.4 Upon return of a laid off member to a bargaining unit position, the recalled member shall be placed at the same pay step he occupied at time of lay

off, and will receive the rate of pay for that position at the time of recall. Benefits are to be based on length of service at time of lay off.

19.5.5 Seniority shall not accrue during layoff, however, upon recall the member shall have the same seniority as he had at the time of layoff.

19.6 A member shall lose seniority as a result of:

- Termination of employment, including resignation.
- Retirement.
- Layoff exceeding twenty-four (24) months.
- Absence without authorization exceeding three (3) consecutive working days.

## **ARTICLE 20 MAINTENANCE OF CONDITIONS**

20.1 Work rules, regulations, policies and procedures of the Fire Department in effect on the effective date of this Agreement or issued after the effective date of this Agreement shall remain in full force and effect if not in conflict with any articles or sections of this Agreement.

20.2 A written rule, regulation, policy or procedure in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy, or procedure to be compatible with this Agreement. A special conference shall be deemed appropriate to resolve conflicts arising under this article.

## **ARTICLE 21 JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM**

21.1 The Employer and Union desire to maintain high standards of safety and health in the Fire Department to eliminate, insofar as possible, accidents, deaths, injuries, and occupational illnesses.

21.2 Protective devices, wearing apparel and other equipment necessary to properly protect members shall be provided by the Employer.

21.3 The Union president, or designee, will serve on the City Safety Committee.

21.4 The Employer agrees to vaccinate members against Hepatitis B, at members' discretion, and at no cost to the member.

21.5 The Employer agrees to establish the type and amount of protective devices through the medical director's suggestion and provide said items to the Department members to help guard against communicable disease.

21.6 All members who are required to be certified as a Firefighter and are certified shall be permitted to exercise while on duty.

21.7 All non-shift members who are required to be certified as a Firefighter and are certified shall be permitted to leave their normal work station the last hour of their workday Monday, Wednesday and Friday to exercise at either the City's Community Center or one of the Fire Stations. When leaving their work station the member will indicate to their supervisor where they are going to exercise. If the member elects to exercise during the designated time they must be at that site for the remainder of their work schedule.

21.8 **Physical Condition**

21.8.1 The Employer and the Union agree to adopt ARA/Human Factors a nationally recognized and validated standard to determine firefighter fitness. The fitness parameters established by ARA/Human Factors will establish the fitness requirements. The fitness assessment tests aerobic capacity, muscular strength, muscular endurance, body composition, flexibility.

21.8.2 Upon ratification of this agreement the department shall have the appropriate number of staff certified as ARA/Fitness evaluators.

21.8.3 Effective 10/1/06 members who undergo a Physician signed fit for duty physical examination may volunteer to undertake the ARA Fitness assessment to provide preliminary benchmark parameters.

21.8.4 Effective 10/1/7 it shall be required that all members, who may be required to work a shift, undergo the Physician signed fit for duty physical examination as presented in Article 35. All members shall submit to the fitness assessment. Refusal to submit to annual fitness assessments will be grounds for discipline, up to and including termination. For fiscal year 07/08 only, the fitness assessments will be used as benchmark parameters for both the department as well as benchmarks for the member to improve any areas of deficiency.

21.8.5 Beginning 10/1/8 it shall be required that all members, who may be required to work a shift, undergo the Physician signed fit for duty physical examination as presented in Article 35. All members shall submit to the fitness assessment. Refusal to submit to annual fitness assessments will be grounds for discipline, up to and including termination. Members who are unable to meet the minimum standards shall be prohibited from working outside of their regularly scheduled work hours until such time as they improve their results of the previous evaluation or meet the minimum standards. Members who are unable to meet the minimum fitness

standards will be ineligible for promotional opportunities and step increases until such time as they improve their results of the previous evaluation or meet the minimum standards.

It shall be the members' responsibility to meet and maintain their physical fitness level to the minimum standard.

Follow up assessments will be scheduled at the request of the member if they feel they are capable of meeting the minimum standards. There will be at least 30 days between each assessment. Members will have up to 12 months to improve their results of the previous evaluation or meet the minimum standards to result in a retroactive step increase to the members' effective date according to Article 17. Once 12 months has passed the member will forfeit the step increase not attained.

- 21.9 The Employer and Union understand the importance of a joint occupational safety and health program and will work together for the implementation of appropriate NFPA standards or equivalent standards such as accreditation.

## **ARTICLE 22 SEVERABILITY CLAUSE**

- 22.1 If any article or section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 22.2 In the event of invalidation of any article or section, both the Employer and the Union agree to meet within ten (10) working days of such determination or within an extended period upon mutual agreement for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **ARTICLE 23 PREVAILING RIGHTS**

- 23.1 Wages, hours, benefits, and conditions of employment in effect on the effective date of this agreement shall, except as modified herein, be maintained during the term of this agreement.
- 23.2 Nothing in this agreement is to be construed to mean that members covered by this agreement may not receive benefits or rights greater than other City members.
- 23.3 Any dispute, grievance, or arbitration filed by a member of the bargaining unit concerning this article shall first be approved by the members of the Union Executive Board.

## **ARTICLE 24 OUTSIDE EMPLOYMENT**

- 24.1 The Employer and the Union agree that no member of the Palm Bay Fire Department shall expose themselves to further risk by serving as a paid or non-paid member of any other municipal or private agency providing emergency fire service.
- 24.2 Members must notify the Fire Chief, or designee, prior to accepting and working for another employer that provides medical service.
- 24.3 Members working for another employer that provides medical service, who file a workers' compensation claim with the Employer, are required to provide proof that the injury, accident, and/or exposure occurred in the course and the scope of their employment with the Employer. Failure to provide such proof will result in the Employer's denial of the claim.

## **ARTICLE 25 INSURANCE AND OTHER FRINGE BENEFITS**

- 25.1 For the duration of this contract, the Employer agrees to provide a Plan of Benefits for full-time regular members as described in this Article.
- 25.2 The Plan of Benefits is separated into those benefits called core benefits and those called cafeteria plan benefits. All core benefits will be the responsibility of the Employer. All cafeteria benefits would be charged to the member electing the benefits.
- 25.3 Any increases in premiums to the core benefits during the term of this Agreement shall be paid by the Employer. The core level of benefits are:
- Individual Employee Health (elective)
  - Basic Employee Life/AD & D
  - Dependent Life
  - Basic Employee Long Term Disability
  - Dependent Health (elective)

Cafeteria benefits are elective for all members. Any increases in premiums to the cafeteria plan benefits during the term of this agreement shall be paid by the Employee. Cafeteria plan benefits are:

- Employee Dental
- Dependent Dental
- Short Term Disability

- Supplemental Employee Life
  - Supplemental Dependent Life
  - Employee Vision
  - Dependent Vision
- 25.4 Cafeteria benefits are selected at the option of the member. The Employer will contribute \$13.74 bi-weekly per member toward cafeteria benefits or \$23.66 bi-weekly per member toward cafeteria benefits for members with dependents.
- 25.5 Newly hired members will be eligible for insurance coverage and Employer financial contribution to the cafeteria plan on the first day of the month following ninety (90) calendar days of continued full-time employment with the Employer.
- 25.6 The Employer and the Union will continue to participate in an Insurance Committee for the purpose of monitoring the financial integrity of the Insurance plan and to make recommendations to the City's Human Resources Director as to the insurance needs of City personnel. One (1) representative of this Bargaining Unit shall be a member of the Committee. A representative of the Human Resources Department shall also be a member of the Committee. This Committee shall meet when necessary.
- 25.7 The employer will assure that life insurance policies are free from conventional endorsement which may invalidate the policy because of smoke or chemical fume inhalation.
- 25.8 Members who are not covered under the Employer's health insurance program (Article 25.3.1, PPO or HMO), either as an employee or dependent, shall have added an additional \$520.00 per year, to be paid in bi-weekly increments, to their cafeteria sheet credits. The balance of the cafeteria sheet credits not spent will be paid to the member (after tax dollars) in their bi-weekly paycheck.
- 25.9 Recognizing that an employee contribution rate increase has not occurred since prior to December 1996, the City and the Union agree to meet to negotiate an increase in the employee contribution rates for the HMO and PPO plans to be effective benefit year 2007 and/or 2008.

## **ARTICLE 26 UNIFORMS AND EQUIPMENT**

- 26.1 Standard uniforms, protective clothing, and protective devices required of members in the performance of duties shall be furnished by the employer without cost to the members.
- 26.2 The required uniform is defined as:

- Class "A" - Long-sleeve button down uniform shirt with badge and accoutrements.
- Class "B" department golf style pullover shirt
- Class "C" - Department t-shirt.

26.2.1 Probationary members covered by this unit shall be issued:

- 1 Class A uniform shirt
- 3 Class B pullover shirts
- 5 Class C t-shirts
- 1 complete set badges/collar brass
- 2 BDU pants
- 1 dress pant
- 1 jumpsuit
- 1 uniform belt
- 1 tie
- 1 uniform winter jacket
- 5 gym shorts
- 1 baseball-type cap
- 1 pair footwear that meets appropriate ANSI standards
- 1 pager
- 1 SCBA mask and regulator
- 1 Structural Firefighter Ensemble (including helmet, bunker coat, suspenders, bunker pants, boots, gloves, and hood)
- 2 pillowcases
- 2 bath towels
- 2 wash cloths
- 2 sheets for bunks
- 1 blanket
- 1 gym bag

26.2.2 Probationary Sr. Fire Inspectors shall be issued:

- 1 Class A uniform shirt
- 7 Class B pullover shirts (with Fire Insp. designation)
- 3 Class C t-shirts
- 1 complete set badges/collar brass
- 6 pants
- 3 jumpsuits
- 1 tie
- 1 uniform winter jacket
- 1 baseball-type cap
- 1 pair footwear that meets appropriate ANSI standards

Note: Probationary employees may be issued used equipment, which is in good condition and meets current safety standards.

26.3 Each October 1<sup>st</sup>, every member will be credited the sum of three hundred ninety six dollars (\$396.00) for purchasing approved uniforms from the Fire Department and designated vendors.

Each member shall maintain a sufficient inventory of clean and serviceable uniforms for their assigned duty schedule, to include overtime assignments.

Members who do not utilize the annual amount will be paid one dollar (\$1.00) for every two dollars (\$2.00) of unused credit. Such payment shall be made in the first paycheck in December.

New members, upon completion of their twelve month probationary period, shall receive \$33.00 for each full month remaining in the fiscal year for the purchase of uniforms.

New uniform articles/equipment, designated by the Fire Chief, shall be added to the below list of items available for purchase by the member with their uniform credit.

Members, with the exception of Fire Loss Management, may purchase and wear BDU shorts on duty.

If the Employer determines a uniform article is to be replaced and the former article may no longer be worn, the Employer will provide each member an initial issue which shall not be deducted from the member's credit for uniforms.

Replacement of lost, damaged, or destroyed uniforms shall be at the member's expense unless the member demonstrates that the loss, damage, or destruction was not the result of the member's negligence or misconduct.

The following items will be available for purchase:

- Class A, B, and C shirts
- Dress jacket
- Dress hat with hat badge
- Plain pants
- BDU pants
- BDU shorts
- Gym shorts
- Jumpsuits
- Baseball-type caps
- Ties
- Winter jackets
- Belts
- Protective station footwear
- Gym bags

Pillowcases  
Bath towels  
Sheets  
Blankets

26.3.1 Members may purchase, with their uniform bank, dress jacket and dress hat, authorized by the Fire Chief, with a department patch only.

26.4 Engine/Truck companies may wear approved Union tee shirts on the following duty days:

- Saturdays
- Sundays
- Holidays

The Employer is not responsible for Union tee shirts.

26.5 In the event it becomes necessary to wear a winter coat, and said Firefighter has not been issued one, the Firefighter will be permitted to wear a Union coat until the Employer issues the winter coat.

26.6 The Employer shall repair or replace at no cost to the member, issue uniform components or equipment that are damaged or destroyed in the line of duty. In the event that a member's personally-owned utility equipment, including sunglasses, corrective lenses and watches, etc. (not to include jewelry), is damaged or destroyed in the line of duty, the Employer agrees to repair or replace such equipment within a reasonable time at a cost not to exceed \$100, provided that a replacement limit of \$150 shall apply to corrective lenses destroyed in the line of duty.

## **ARTICLE 27 INJURY BENEFITS**

27.1 The Employer agrees that in the event of an on-the-job injury to a member, such member shall be carried on the rolls of the City of Palm Bay Fire Department and the time lost as a result of an on-the-job injury will not be charged to any existing or future sick leave until the member is picked up by Workers' Compensation.

27.2 The Employer agrees that all reports and changes involving members suffering from on-the-job injuries as contemplated under Chapter 440, Florida Statutes, will comply with the Workers' Compensation Law.

27.3 The Employer agrees that any member injured on the job shall be paid for that entire work day. Whenever the member is on duty, any time spent receiving medical care for an on-the-job injury shall be paid as time worked. If a whole day is used due to a doctor's visit, then the Employer agrees to pay for the full day. The member shall submit a written doctor's note verifying the date and time of the doctor's visit.

- 27.4 The Employer shall attempt to provide any member who is injured on the job, a temporary light duty position within the department/city according to the doctor's specific "light duty" requirements. This temporary forty (40) hour a week assignment will be with the intent that the member is physically able to return to full duty status within a reasonable amount of time. Members on the temporary forty (40) hour a week light duty assignment shall be covered by this Agreement as a non-shift member for the duration of the temporary assignment.

## **ARTICLE 28 LEAVE OF ABSENCE**

- 28.1 The Employer agrees that leave of absence without pay for a period not to exceed thirty (30) days may be granted for any reasonable purpose upon the approval of Fire Chief, Human Resources Director, and City Manager. An additional period not to exceed sixty (60) days may be approved by the Fire Chief, Human Resources Director and the City Manager.
- 28.2 The Employer agrees that any member may upon request, be granted a leave of absence without pay by the City Manager for educational purposes at any accredited educational institution provided it is related to the member's employment. This period shall be for a maximum of six (6) months including use of annual leave, sick leave, and compensatory time at the request of the member.
- 28.3 The Employer agrees that any member who is on a duly authorized leave of absence without pay for less than ninety (90) days will continue their accrued seniority up to the date they started the leave. Members may maintain health benefits while on an authorized leave of absence without pay by paying the full cost of premiums.
- 28.4 Approval of leave without pay will indicate the total period of time the member expects to be away from duty. It will also stipulate the conditions of reinstatement. Normally, there can be no guarantee of entitlement to position.

## **ARTICLE 29 SCHOOLS AND TRAINING**

### **29.1 PARAMEDIC CERTIFICATION**

Upon ratification of this collective bargaining agreement members may request department sponsorship to attend paramedic certification training. If the request is approved the course costs (tuition, fees, and books) will be provided in advance. In an effort to create the least operational impact to the Department, the members are expected to attend their classes at one facility and schedule their attendance to the clinicals, where possible, off duty. Any exception to

scheduling attendance to training off duty must be approved by the Fire Chief or designee.

Prior to receiving sponsorship, the member shall enter into an agreement to reimburse the Employer if the member leaves employment within four (4) years of becoming a solo-paramedic with the Department or if they are unsuccessful in achieving solo-paramedic status with the Department. Reimbursement will be a prorated amount reflective of the cost of the program they attended.

Members sponsored by the Employer as outlined above shall maintain their solo-paramedic status with the Department for the same four (4) year period. Exceptions to this provision are at the sole and complete discretion of the Fire Chief.

- 29.2 Upon request and at the sole discretion of the City Manager, the member may be granted unpaid leave of absence for educational purposes at any accredited institution when it is related to the member's employment.
- 29.3 Members are required to attend E.M.T. refresher classes during normal duty hours. E.M.T. refresher hours will be provided in accordance with the monthly training calendar. Make-up training for approved vacation leave, sick leave, Department business, or other classes required by the Department or the Medical Director will be scheduled quarterly.
- 29.4 In the event of a member's death, educational repayments to the Employer will be waived. In the event of a member's job related disability, repayments to the Employer will be waived until such time as the member is reinstated to duty. If the member must retire as a result of a job related disability, the balance of the payments to the Employer will be waived.

## **ARTICLE 30 EDUCATIONAL REIMBURSEMENT**

### **30.1 PURPOSE**

The purpose of the educational reimbursement program is to provide encouragement for members to improve their ability to serve the residents of the City.

The tuition reimbursement program provides reimbursement to full-time regular members for tuition and textbook costs for job-related college courses which are required for an undergraduate, graduate, or advanced degree. Lab fees are also eligible for reimbursement. In order to be eligible for reimbursement, such institutions must be recognized by the Council for Higher Education Accreditation ([www.chea.org](http://www.chea.org)). Correspondence school courses and programs are not eligible

for reimbursement under this program. Additionally eligible are courses which are for required non-credit preparatory purposes, job enhancement, for technical certification.

## 30.2 FUNDING

The ability to provide educational reimbursement is subject to the availability of funds.

## 30.3 REIMBURSEMENT AMOUNTS

30.3.1 A maximum of 24 credit hours per calendar year may be reimbursed for undergraduate degrees..

30.3.2 A maximum of 15 credit hours per calendar year may be reimbursed for graduate or advanced degree courses up to the University of Central Florida graduate per credit on-campus charge and paid per Section 30.3.3.1 and 30.3.3.2.

30.3.3 Reimbursement for approved educational expenses up to the University of Central Florida per credit hour on-campus charge will be as follows:

30.3.3.1 100% reimbursement for courses in which a final grade of "A, B, or C" is achieved; or for courses in which a grade is not issued but the member presents documentation of successful completion of the course.

30.3.3.2 No reimbursement for courses in which the final grade of "D or F" is achieved, or from which the member has not been successfully completed, or from which the member has withdrawn or been issued an incomplete, or for a course which was audited.

30.3.3.4 If it is determined by the City Manager that there is sufficient funding, the City Manager may authorize reimbursement beyond the requirements of Section 30.3.1 and 30.3.2.

## 30.4 REPAYMENT REQUIREMENTS

30.4.1 In order to become eligible for educational reimbursement, a member must execute a formal contractual agreement with the Employer which provides the following:

- 30.4.1.1 The member agrees to remain in City employment for a minimum of one year from the end of the course or semester for which the member receives reimbursement;
- 30.4.1.2 The member agrees to repay, pro-rated, (% of months) amounts received for educational reimbursement if the member's City employment terminates (except for disability termination or layoff) within one year from the end of the course or semester for which the member receives reimbursement;
- 30.4.1.3 The member agrees that any funds, including accrued vacation and sick leave balances, held for the member on the date of a member's termination may be applied to satisfy the member's liability for education reimbursement repayment under the agreement; and,
- 30.4.1.4 The member agrees to pay all costs, including a reasonable attorney's fee, necessary to collect sums due in the event the Employer is required to institute legal action to recover educational reimbursement funds for which the member is liable.

## 30.5 PROCEDURE

The procedure for tuition reimbursement shall be established by the City Manager and provided to City employees.

### **ARTICLE 31 LAUNDRY SERVICE**

- 31.1 The Employer shall provide a washer and dryer at each Fire Station for the sole purpose of maintaining Department issued clothing and bed linens. The shift members shall make a reasonable attempt to combine shift members laundry to obtain the best cost effective service. Department members will not be required to wash non-shift members' laundry.
- 31.2 Each member shall be responsible for his own linens.
- 31.3 Unit members may use department facilities and products for cleaning personal items worn and used while on duty.

### **ARTICLE 32 HOURS OF WORK**

- 32.1 For shift members, a work shift shall normally be defined as a twenty-four (24) consecutive hour tour of duty with an interim of forty-eight (48) consecutive hours off. The change of shift will commence at 7:00 a.m. (0700 hours).
- 32.2 All cases of shift exchange will be reviewed and approved by the Fire Chief/designee.
- 32.2.1 When requesting a shift exchange, more than 60 hours in advance, the appropriate form must be submitted to the District Captain. The shift exchange form shall be forwarded to the ESB Secretary as soon as it is completed.
- 32.2.2 When requesting a shift exchange, within 60 hours or less of the exchange, the District Captain shall be verbally notified of the shift exchange. This notification may occur through the station officer. The appropriate form shall be completed and submitted to the ESB Secretary by the District Captain as soon as practicable. The members doing the shift exchange must be equal or higher in rank and certifications.
- 32.2.3 The Employer will maintain the shift exchange forms for daily attendance purposes. The forms will be kept by the ESB Secretary in accordance with the State Retention Schedule.
- 32.3 Non-shift members shall normally work a five (5) day, forty (40) hour workweek (Monday-Friday). Non-shift members shall receive one, fifteen (15) minute break in the morning and one, fifteen (15) minute break in the afternoon, and a one-half hour unpaid meal period. The two fifteen minute breaks may be combined with the meal period with the approval of the member's supervisor. The commencement of the work day for non-shift members shall begin between 7:00 a.m. (0700) and noon as assigned by the Employer. Changes in work hours shall be noticed at least 40 hours in advance unless agreed by the member and employer.
- 32.4 It is agreed and understood that a twenty-four (24) hour Kelly Day (a paid day off) shall be scheduled every twenty eight (28) shifts, to implement and attain the average of a fifty-four (54) hour work week
- 32.5 Kelly Day's shall be selected during the second complete Kelly Day cycle of every odd year. Selection will be based on Department's seniority by shift. For the purpose of calculating overtime a Kelly Day shall be considered as time worked. However, there shall be no premium pay on a Kelly Day cycle. Change of classification may result in a change of selected Kelly Day.
- 32.6 At the discretion of the Employer, the Employer shall attempt to establish a voluntary list for temporary shift assignment. Only non-shift members who are

certified Firefighters, in accordance with Florida Statute 633.34-633.35 may be placed on the voluntary list. The Employer reserves the right to assign non-shift members to temporary shift work in accordance with this section. Non-shift members assigned to temporary shift work may be required to perform non-shift activities related to their job description. The Employer reserves the right to determine who can be assigned to temporary shift work.

- 32.7 Sr. Fire Inspector shall be assigned to temporary shift work at the discretion of the Employer.
- 32.8 Sr. Fire Inspector shall be required to work one shift as a Firefighter once per quarter each fiscal year as assigned by the Fire Chief/designee. When on shift as described in this section Fire Inspector/Firefighters shall not be included in minimum manning. To the extent possible the shift assignment will not be scheduled on a Holiday. The member shall be given 30 days notice identifying the date of their shift assignment. The Fire Chief/designee can modify the date within the 30 day timeframe in the case of an emergency.
- 32.9 Kelly Day exchange will be permitted if the daily staffing requirements are met.
- 32.10 Eight (8) hours will be added to vacation accumulation per year for shift members.
- 32.11 The following formula will be used to schedule off duty time for the reasonable use of compensatory time, vacation, etc.:
  - 32.11.1 Twenty percent (20%) rounded up to the next whole number of the regularly scheduled assignments on shift work shall, except under emergency circumstances, be allowed the use of their accrued time (to be inclusive of both bargaining units).
  - 32.11.2 All time off under this provision will be reduced by the number of regularly scheduled shift personnel on paid military leave (normal reserve training 17 days), vacation, and by the number of personnel on their Kelly Day off (to be inclusive of both bargaining units).ARTICLE 33

## **ICMA VANTAGECARE RETIREMENT HEALTH SAVINGS PLAN**

- 33.1 Members may enroll in the ICMA VantageCare Retirement Health Savings Plan at their option. The ICMA VantageCare Retirement Health Savings Plan is a program that allows members to accumulate pre-tax funds for post-employment medical expenses. Various types of funds may be contributed to the Plan. (See Articles 11 and 15 for information on vacation and sick leave accrual contributions.)

- 33.2 The ICMA VantageCare Retirement Health Savings Plan shall be administered in accordance with the Plan Document. The Plan Document shall be available for review in the Human Resources Department during normal business hours.
- 33.3 The Employer may agree to further benefits that do not have a cost, or will not in the future become a cost to the Employer, in the Plan Document for benefits that are not already provided for in the Collective Bargaining Agreement. The Employer is not required to agree to any benefit not provided for in the Collective Bargaining Agreement and the decision of the Employer to not allow an additional benefit shall not be subject to negotiations or impact bargaining for the duration of this Contract.

#### **ARTICLE 34 ENTIRE AGREEMENT**

- 34.1 The parties acknowledge that during the negotiations that resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining.
- 34.2 The understanding and agreements arrived at by the parties after the exercise of such right and opportunity is set forth in this Agreement.
- 34.3 All appendices and amendments to this Agreement, if any, shall be in writing, dated and signed by the responsible parties, and shall be subject to all provisions of this Agreement. The Agreement shall be binding upon all successors of the parties hereto in all respects.

#### **ARTICLE 35 PHYSICAL EXAMINATIONS**

- 35.1 All members, who have completed their initial probationary period, and who undergo a complete physical, shall do so during the window period from June 1 through August 31 of each year. Although a volunteer program, there shall be a minimum requirement for line (combat) personnel to take a physical every two (2) years and administrative employees every three (3) years. Effective 10/1/07 it shall be required that all members, who may be required to work a shift, undergo the physical examination. The Employer agrees to meet with the Union after the close of the window to evaluate the quality of the physical and to receive Union recommendations.
- 35.2 Members who wish to use their own doctor for their physical must include, at a minimum, the items contained in 35.3 and must receive the prior approval of the Fire Chief or designee. Cost of this physical is 100% borne by the unit member. A copy of the results of the physical must be given to the Employer. Failure to provide a copy of the results may result in disciplinary action.

35.3 All members shall undergo illegal substance abuse urine testing as part of the physical, whether they use the Employer's doctor or their own doctor for their physical.

35.3.1 The physical examination shall consist of the following areas:

- History and Vitals
- Height and Weight
- Sugar Albumin
- Audio Screen
- Pulmonary Function
- Physician's Examination
- E.K.G.
- Urinalysis for illegal substance abuse and nicotine
- CB/Chem 24 Blood Test
- Chest X-Ray or TB test

Note: Chest x-ray shall be optional for all members, at members' discretion, except in the following case: If the attending physician feels it is in the best interest of the member to have a chest x-ray. The Department and Union encourage those who smoke to consult with the attending physician in reference to the possible benefits of yearly chest X-rays.

- \* Mammography (Optional for certified female fire fighters over the age of 40 at the discretion of the member)
- \* Colorectal screening
- \* Hepatitis Screen (optional for certified fire fighters at the discretion of the member)
- \* Rubella Immunization (optional for certified female fire fighters of child bearing age at the discretion of the member)

\*Note: Above tests are to be given at time of physical only, except for exposure

35.3.2 Cardiovascular Wellness Program, performed on Fire Department property, to include:

- HDL Blood Testing, and Titer
- \* Health and Fitness Profile
- Retest of Fitness Profile
- Body Composition Analysis
- \*\* Cardiac Treadmill Stress Test for members age 40 and over

\*Denotes the Following: To include orientation, and individual program including individual physical fitness program. If the physician's interpretation of program indicates the need for a stress EKG, this will be discussed with the member and the Employer's medical representation.

**\*\*Voluntary**—must be requested by the member during scheduling of their physical examination. If requested, the Employer will provide the test at Employer expense, not to exceed one test every two years by a physician designated by the Employer

- 35.4 A complete copy of the results of the physical shall be provided to each member, at no cost to the member, upon completion of the physical. Upon receipt of a stamped self-addressed envelope by the testing lab from the member, a copy of the urine testing shall be sent to each member by the testing lab.
- 35.5 Members who test positive on illegal substance abuse testing during the physical shall be considered as having tested positive on duty and shall be suspended without pay. A second test from the original specimen shall be immediately ordered.
- 35.6 Any member who feels they have been exposed to a contagious disease will, upon concurrence of the Department's Infectious Control Officer, be tested at Employer expense, as soon as reasonably possible after the incident is reported.
- 35.7 If the Doctor determines further testing is required due to a condition that is covered under the heart and lung bill, a First Report of Injury will be completed and the member will be referred to a worker's compensation doctor for the required tests. The tests results will be sent to the examining doctor for completion of the physical examination. Additional testing for a condition not covered by the heart and lung bill will be borne by the unit member.

### **ARTICLE 36 DURATION OF AGREEMENT**

- 36.1 Except as otherwise provided, this Agreement shall take effect October 1, 2006, upon the ratification by both parties, and shall continue in full force and effect until September 30, 2009. Negotiations for FY09/10 shall commence the first Monday in May 2009 or when both the union and management agree.

### **ARTICLE 37 PENSION PLAN**

- 37.1 The Employer and the Union agree to the following Pension Plan Changes with an effective date of 10/01/06:

37.1.1 Amend the City of Palm Bay Code of Ordinances 55.08 as follows:

(B) *Pre-retirement death.*

(1) ~~Upon the death of a member not eligible for retirement, his beneficiary, or his estate if there is no beneficiary, shall receive the return of his accumulated contributions.~~ *Death benefits in line of duty.* Any member who dies, whose death was directly caused by performance of his duty as a firefighter, shall, upon being established to the satisfaction of the board, the beneficiary shall be entitled to a monthly pension equal to the members accrued benefit, but in any event the minimum amount paid to such beneficiary shall be seventy-five percent (75%) of the members average final compensation.

(2) *In-line-of-duty presumption:*

(a) *Presumption.* Any death of a member caused by hypertension or heart disease shall be presumed to have been suffered in line of duty unless the contrary is shown by competent evidence; provided that such member shall have successfully passed a physical examination upon entering into such service, including cardiogram, which examination failed to reveal any evidence of such condition.

(b) *Additional presumption.* The presumption provided for certain communicable diseases in Fla. Stat. § 112.181, as amended from time to time, shall apply only to those conditions described in that statute that are diagnosed on or after January 1, 1996.

(3) ~~Upon the death of a member having at least ten (10) years of credited service, his beneficiary shall be entitled to the benefits otherwise payable at the member's early or normal retirement date.~~ *Death benefits not in line of duty.* Any member with ten (10) years or more credited service who dies shall, which death is not directly caused by the performance of the members duties as a firefighter, shall, upon establishing the same to the satisfaction of the board, the beneficiary shall be entitled to a monthly pension equal to the members accrued benefit, but in any event the minimum amount paid to the members beneficiary shall be twenty-five percent (25%) of the members average final compensation.

(4) Upon the death of a member eligible for retirement who had not elected an optional form of benefit, it shall be presumed that such member had elected a monthly benefit payable for life but with one hundred twenty (120) payments guaranteed in any event and retired immediately proceeding his death; provided, however, that the resulting benefit may not be less than the amount of member's accumulated contributions. If the deceased member had elected an

optional form of benefit, benefits, if any, shall be payable in accordance with such election. In the event of either in line of duty death or death not in line of duty as described in 55.08(2) and (3), the beneficiary shall have the option of receiving the pension benefit in a lump sum.

37.1.2 The surviving spouse shall have the option of purchasing COBRA, at cost, for the duration of the Death Benefit provided in the City Code of Ordinances, Section 55.08.

37.2 The Employer and the Union agree to the following Pension Plan changes with an effective date of 10/01/07:

37.2.1 The normal retirement date for such firefighter members shall be revised to include retirement upon completion of twenty-five (25) years of credited service as a firefighter, regardless of age, at eighty-five percent (85%) of average final compensation.

37.2.2 The normal retirement benefit for such members who have completed more than twenty (20) years of credited service as a firefighter shall be revised to an amount equal to five percent (5%) of average final compensation multiplied by the member's credited service in excess of twenty (20) years, up to a maximum of one hundred percent (100%) of average final compensation at the completion of twenty-eight (28) years of service.

37.2.3 Members who either terminate while vested or reach normal retirement or early retirement shall receive a supplemental benefit of twenty-five (\$25) per month for each year of credited service. This benefit shall only be paid for the life of the member and will not be paid to disabled members who are being retained on the Employer's insurance at the expense of the Employer. The benefit shall commence upon the entry to the DROP or receipt of retirement benefits and separation from the Employer and shall cease when the member attains the age of Medicare.

37.3 Effective October 1, 2007, the member contribution for firefighter members shall be increased by 1.9% to 8.76% of compensation, to fund the long term cost of the benefit enhancements in 37.2 above.

37.4 The Employer and the Union agree, that if the plan members vote and approve an increase in the existing monthly supplement by the monthly value of the current Chapter 175 Excess State Monies Reserved as determined by the Pension fund's Actuary, then the Employer shall amend the City Code of Ordinances Section 55 accordingly.

- 37.5 The Employer and the Union agree to meet in April of 2008 to discuss the possibility of amending the disability benefit to include the monthly supplement benefit which at the effective date of this agreement was \$189.00.
- 37.6 The Employer and the Union agree to meet in April of 2008 if the receipt of State funds ("175 money") increases to the point where it can fully fund additional benefits.

### **ARTICLE 38 FORMAL INVESTIGATIONS**

- 38.1 The Employer agrees to abide by Sections 112.80-112.84, Florida Statutes, otherwise known as the Florida Fire Fighters Bill of Rights, with regards to formal investigations.
- 38.2 When the Employer decides to initiate changes in its current disciplinary policies the bargaining unit will be afforded the opportunity to negotiate the same prior to its implementation.
- 38.3 The Union President, or in his absence, designee shall receive notice whenever a member comes under a formal investigation by the department.
- 38.4 Upon the completion of a formal investigation all involved members will receive written notification from the Chief's office stating the final disposition of the investigation. The Union shall receive a copy of said disposition.

### **ARTICLE 39 ALCOHOL AND SUBSTANCE ABUSE POLICY AND TESTING**

- 39.1 Purpose:
- 39.1.1 It is the City's policy that members present themselves for duty, free of the influence of illegal drugs or other intoxicants. The use of illegal drugs and the abuse of alcohol by City employees constitute a danger to the member, fellow employees, and the general public. The use, sale, or possession of an illegal drug or alcohol in the workplace may negatively affect the Employer's efficiency in providing service to its citizens and can have an adverse impact on how the public perceives the Employer and its employees. The use, sale, or possession of an illegal drug by Firefighters is more serious because it destroys the credibility of the Firefighter and adversely impacts the member's job performance. For this reason, the possession, distribution, manufacture, sale, or being under the influence of an illegal drug by a Firefighter will be grounds for immediate termination.
- 39.1.2 The use, consumption, possession, distribution, manufacture, or being under the influence of illegal drugs or alcohol by employees while performing job duties for the Employer is specifically prohibited.

- 39.1.2.1 Members are prohibited from possessing an open container of alcohol, using, distributing or being under the influence of alcohol while on the job or on Employer property. Employer property includes such areas as parking lots, vehicles, break rooms and locker rooms.
- 39.1.2.2 The use, consumption, possession, distribution, manufacture, sale, or being under the influence of illegal drugs, whether on or off duty, is prohibited as it may affect on-the-job performance and the confidence of the public in the Employer's ability to provide services and meet its obligations. The use, consumption, possession, distribution, manufacture, sale, or being under the influence of illegal drugs by members at any time, whether on duty or off duty, is specifically prohibited and is grounds for immediate termination.
- 39.1.2.3 If an employee has knowledge of the use and/or presence of alcohol or illegal drugs in the workplace, he should immediately report this information to his supervisor or to the Human Resources Department. Reports, complaints and investigations will be kept confidential to the extent permitted by law.

## 39.2. Definitions:

- 39.2.1 Drug Test or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
- 39.2.2 "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests shall use an immunoassay procedure or an equivalent, or shall use a more accurate scientifically accepted method approved by the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
- 39.2.3 "Confirmation test", "confirmed test" or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

39.2.4 "Illegal drug" means any narcotic, barbiturate, marijuana, central nervous system stimulant, hallucinogen, cocaine or any controlled substance as defined by Section 893.03, Florida Statutes, as amended from time to time, not possessed or used in accordance with a lawful prescription.

39.2.5 "Specimen" means blood or urine of the human body capable of revealing the presence of drugs or their metabolites or alcohol.

39.2.6 "Adulterated or tampered specimen" means a specimen reflecting the presence of a foreign substance, reflecting clinical signs or characteristics not associated with a normal specimen, or if an endogenous substance is present at a concentration greater than the normal physiological concentration. An adulterated or tampered with specimen that is unable to be tested due to tampering or adulterants will be considered as a refusal to submit to the test and the member will be subject to disciplinary action, up to and including termination.

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

39.2.8 "Safety-sensitive position" means any position, including a supervisory position covered by this Agreement, in which a drug impairment would constitute an immediate and direct threat to public health or safety.

39.2.9 "Special risk" means members who are required as a condition of employment to be certified under chapter 633 or chapter 943.

### 39.3. Circumstances When Testing May Be Required:

39.3.1 This section applies only to employees who use their Commercial Drivers License for the benefit of the City. The City Manager, or designee, may require an employee to submit to drug and/or alcohol testing as required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382 et seq. This federal regulation also known as "CDL Testing" requires testing for alcohol as well as for controlled substances. Drug and alcohol threshold levels and procedures for CDL testing shall be as specified in 49 CFR 382, et seq.

39.3.2 The City Manager, or designee, may also require a member to submit to testing when the member's immediate supervisor (Lieutenant or above) and a supervisor of the rank of Battalion Chief or above have a reasonable suspicion to believe that the member has possessed, used, distributed or been under the influence of illegal drugs or alcohol in violation of this

policy. A reasonable or founded suspicion is an opinion which is based on specific and articulable facts and reasonable inferences drawn from those facts in light of experience. A supervisor may suspect that a member is using or under the influence of illegal drugs or alcohol by observing symptoms or behavior, including but not limited to:

1. Excessive Absenteeism or chronic lateness.
2. Drowsiness or sleepiness.
3. Alcohol on breath.
4. Slurred or incoherent speech.
5. Unusually aggressive behavior.
6. Lack of manual dexterity or coordination.
7. Unexplained work related accident or injury.
8. Arrest for drug or alcohol related crime.
9. Vehicle accident with death or injury to member or another.
10. For members who use their CDL's for the benefit of the City, any DOT related incident resulting in injury or property damage.
11. Suffered a worker's compensation injury.
12. Abnormal conduct or erratic behavior and/or a significant deterioration in work performance.
13. A report of drug use provided by a reliable and credible source.
14. Evidence that an individual has tampered with a drug test during his or her employment with the City.
15. Reliable information that a member has caused or contributed to an accident while at work.
16. Evidence that a member has used, possessed, sold, solicited, or transferred drugs outside of his job related responsibilities.

The decision to require the member to submit to testing in the case of suspected alcohol abuse, or in the case of suspected drug abuse, will require the approval of the City Manager, or designee, upon recommendation of the member's immediate supervisor (Lieutenant or above) and a supervisor of the rank of Battalion Chief or above, prior to any test taking place. The cost of such test shall be the Employer's responsibility. Members who are using a lawfully prescribed drug are encouraged to notify their department head and/or the Human Resources Department in advance of taking a drug test. The Police Department will be notified if illegal drugs are found or involved. The Employer, in coordination with law enforcement officers, reserves the right to search Employer property and facilities.

39.3.3 On a random basis, provided that no member shall be randomly tested more than two (2) times in the same calendar year. Twelve and one-half percent (12.5%) of the bargaining unit shall be tested quarterly. Random selection shall be made by an independent contractor.

39.3.4 Routine fitness for duty. The Employer shall require an member to submit to a drug test if the test is conducted as part of a routinely scheduled member fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group.

39.4 Testing Procedures:

39.4.1 All specimens will be collected at a designated facility as arranged through the Human Resources Department. Chain of custody procedures, security procedures, and specimen collection (access to authorized personnel only, privacy, and integrity and identity of specimen) at the designated facility shall be in accordance with HHS Guidelines. The collection facility and the substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines, except as specifically amended herein.

39.4.1.1 Members who are required to submit to a test for the presence of alcohol or illegal drugs shall sign an authorization releasing all test results and records to the Employer. Any member who refuses to sign such authorization, or who refuses to submit to alcohol or drug testing in accordance with this policy, shall be subject to disciplinary action, up to and including termination.

39.4.1.2 While awaiting the results of the initial and confirmation test results, the member will be removed from active duty and placed on administrative leave with pay. If the test results are positive, the member shall be placed on annual leave or leave without pay.

39.4.2 The threshold level or cut-off limit for drugs shall be as established by HHS and/or SAMHSA. The threshold level for determination that a member is under the influence of alcohol shall be a threshold of .05 for reasonable suspicion and a threshold of .08 for random testing.

39.4.3 In testing for the presence of alcohol, testing that provides quantitative results showing the amount of alcohol present in the blood will be utilized.

39.4.4 In testing for the presence of illegal drugs, the following procedures shall be followed:

39.4.4.1 The member shall be required to provide two specimens at the time of collection.

39.4.4.2 The first of the samples shall be submitted for the initial drug test:

39.4.4.2.1 The Employer shall comply with the initial drug testing parameters set forth in Chapter 59A-24.006(4) (e) 1; and Florida Administrative Code, as may be amended from time to time. If the results of this test are negative, no further testing will be conducted, unless the Employer determines the confirmation test is necessary.

39.4.4.3 If the results of the initial test are positive, the sample will be submitted for the confirmation test to verify the initial test results:

39.4.4.3.1 The Employer shall comply with the confirmation drug testing parameters set forth in Chapter 59A-24.006(f) 1; and Florida Administrative Code, as may be amended from time to time.

39.4.4.4 If the results of the second test are positive, only after a MRO (Medical Review Officer) has given the member an opportunity to explain the positive test results, the Employer shall be notified of the results. The Employer shall notify the member of the results. At that time, the member may elect to have the second sample subjected to testing. The member has the choice of having the second sample tested at the Employer designated lab, at Employer expense, or at another lab, that meets the specifications established in 39.4.1, at the member's expense. The Employer will reimburse the member for the expense of the alternate lab, if the results are negative, to a maximum of the amount the Employer would have spent if the Employer's designated lab had conducted the second testing. If the tests on the second sample are positive, or if the member does not request testing of the second sample, the Employer may take corrective action as provided below, including disciplinary action where appropriate.

39.4.5 The possession, distribution, manufacture, sale, or being under the influence of an illegal drug by a member will be grounds for immediate termination. Any member found to have possessed, used, or been under the influence of alcohol while on duty shall be discharged.

39.4.6 Any member who feels a need for alcohol treatment may request and will receive treatment through the City's Employee Assistance Program (EAP).

Those who voluntarily come forward before being mandatorily requested to go for an alcohol screening will be permitted to continue employment with the Employer, provided they comply with all requirements of the alcohol treatment and/or rehabilitation program.

39.4.7 Any member who has a need to enter a substance abuse program may request and will receive treatment through the City's Employee Assistance Program (EAP). Members who voluntarily come forward before being mandatorily requested to go for a drug test will be permitted to continue employment with the Employer, provided they comply with all requirements of the substance abuse program. While in the program the member will be allowed to return to work if the authorized treating physician/psychologist approves; if not, the member may be placed on sick leave, vacation, compensatory time or leave without pay until approved to return to work.

39.4.7.1 The member will be required to sign a "last chance agreement". Said agreement requires the member to complete the approved treatment program/plan. If the member does not successfully complete the approved treatment program/plan as determined by the authorized treating physician/psychologist, the member shall be terminated.

39.4.7.2 If the member successfully completes the approved treatment program/plan, the member will be subject to four (4) random tests for two (2) years following completion of the approved treatment program/plan. Refusal to submit to a random test or have a positive, adulterated or tampered specimen, after rehabilitation, shall be terminated.

39.4.8 Those members who successfully complete a course of treatment or rehabilitation will be subject to unannounced testing for alcohol for a period of one year following completion of the treatment/rehabilitation program. A test result indicating the presence of alcohol during this period will result in the member's discharge from City employment.

39.4.9 Any member who is arrested for or convicted of a crime involving substance abuse is required to notify the Employer's Human Resources Department no later than twenty-four hours after such arrest or conviction.

39.4.10 Members who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the Employer. The Employer shall release relevant information contained in those records only to those Employer management officials and

representatives directly involved in employment related decisions involving that member. This shall not limit the Employer from providing work-related information regarding the member to the member's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.

- 39.5 If a member disputes the certification of reasonable suspicion, the member must nonetheless, submit to testing as ordered while simultaneously filing a grievance over the order. The grievance must be orally communicated to the Employer at the time the testing is ordered. The member may file this grievance through the designated Union grievance representative, legal counsel, or any other means as stated in Florida Statutes. The grievance shall immediately be subjected to the expedited arbitration process of the Federal Mediation and Conciliation Service unless the Employer and the Union mutually agree to a local arbitrator. A finding of no reasonable suspicion means the specimen shall be destroyed, and the member shall suffer no adverse consequences. Pending the arbitrator's decision, which shall be final and binding, the test sample(s) shall be preserved. The related costs of the expedited arbitration and preserving the test sample(s) shall be borne by the losing party. Where the Union does not represent the member and the arbitrator rules in favor of the Employer, the member shall be deemed the losing party and bear full costs. Refusal to submit to testing under the terms stated above may be grounds for disciplinary action, up to and including dismissal.

#### **ARTICLE 40 TRANSFER OF CITY SERVICE**

- 40.1 In the event of the transfer of the Fire Department or any of its functions to any other governmental or private entity, all rights and benefits of the transferred members shall remain in effect for the term of this agreement.
- 40.2 Affected members must be offered a comparable position to their current classification or severance pay equal to three years base pay, and six months of COBRA health insurance payments. Said payments are the responsibility of the entity assuming control of the Fire operations.
- 40.3 This article will be for all members employed at time of take over or who have been laid off within the last year.
- 40.4 The Union agrees to hold the City harmless for enforcement of this article.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVE ON THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Lee R. Feldman  
City Manager

\_\_\_\_\_  
Ray Roberts, President  
PBPF, Local 2446

\_\_\_\_\_  
Jonathan Lewis  
Deputy City Manager

\_\_\_\_\_  
James Bliss, Vice-President  
PBPF, Local 2446

\_\_\_\_\_  
George Hunt  
Human Resources Director

Approved as to legal sufficiency:

\_\_\_\_\_  
James Stokes  
Deputy City Attorney

THIS AGREEMENT HAS BEEN RATIFIED BY THE CITY COUNCIL OF THE CITY OF PALM BAY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
John J. Mazziotti  
Mayor

ATTEST:

\_\_\_\_\_  
Alice Passmore  
City Clerk

\_\_\_\_\_  
Date