

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

OCTOBER 1, 2003 - SEPTEMBER 30, 2006

**TABLE OF CONTENTS**

**ARTICLE 1: PREAMBLE ..... 1**

**ARTICLE 2: RECOGNITION ..... 1**

**ARTICLE 3: MANAGEMENT RIGHTS ..... 2**

**ARTICLE 4: UNION SECURITY ..... 3**

**ARTICLE 5: NO STRIKE PROVISION ..... 3**

**ARTICLE 6: CHECK OFF..... 4**

**ARTICLE 7: UNION REPRESENTATION ..... 4**

**ARTICLE 8: UNION BUSINESS..... 6**

**ARTICLE 9: BULLETIN BOARDS ..... 6**

**ARTICLE 10: GRIEVANCE PROCEDURE ..... 7**

**ARTICLE 11: SICK LEAVE ..... 11**

**ARTICLE 12: BEREAVEMENT LEAVE ..... 14**

**ARTICLE 13: MILITARY LEAVE..... 14**

**ARTICLE 14: JURY DUTY ..... 15**

**ARTICLE 15: ANNUAL LEAVE (VACATION) ..... 15**

**ARTICLE 16: HOLIDAYS ..... 18**

**ARTICLE 17: COMPENSATION ..... 19**

**ARTICLE 18: HIRING, PROMOTION AND CLASSIFICATION ..... 27**

**ARTICLE 19: SENIORITY, LAYOFF AND RECALL..... 30**

**ARTICLE 20: MAINTENANCE OF CONDITIONS..... 32**

<b>ARTICLE 21: JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM .....</b>	<b>32</b>
<b>ARTICLE 22: SEVERABILITY CLAUSE .....</b>	<b>33</b>
<b>ARTICLE 23: PREVAILING RIGHTS .....</b>	<b>34</b>
<b>ARTICLE 24: OUTSIDE EMPLOYMENT .....</b>	<b>34</b>
<b>ARTICLE 25: INSURANCE AND OTHER FRINGE BENEFITS .....</b>	<b>34</b>
<b>ARTICLE 26: UNIFORMS AND EQUIPMENT .....</b>	<b>36</b>
<b>ARTICLE 27: INJURY BENEFITS .....</b>	<b>39</b>
<b>ARTICLE 28 LEAVE OF ABSENCE .....</b>	<b>39</b>
<b>ARTICLE 29 SCHOOLS AND TRAINING .....</b>	<b>40</b>
<b>ARTICLE 30: LEGAL DEFENSE AND INDEMNIFICATION .....</b>	<b>43</b>
<b>ARTICLE 31: LAUNDRY SERVICE .....</b>	<b>43</b>
<b>ARTICLE 32: HOURS OF WORK .....</b>	<b>44</b>
<b>ARTICLE 33: ICMA VANTAGECARE RETIREMENT HEALTH SAVINGS PLAN....</b>	<b>45</b>
<b>ARTICLE 34: ENTIRE AGREEMENT .....</b>	<b>46</b>
<b>ARTICLE 35: PHYSICAL EXAMINATIONS .....</b>	<b>46</b>
<b>ARTICLE 36: DURATION OF AGREEMENT .....</b>	<b>48</b>
<b>ARTICLE 37: PENSION PLAN .....</b>	<b>48</b>
<b>ARTICLE 38: FORMAL INVESTIGATIONS .....</b>	<b>50</b>
<b>ARTICLE 39: ALCOHOL AND SUBSTANCE ABUSE POLICY .....</b>	<b>50</b>
<b>ARTICLE 40: TRANSFER OF CITY SERVICE .....</b>	<b>57</b>



**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 Rank and File 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 Fire Fighter, Driver/Engineer, Lieutenant, and Fire Inspector.

Excluded from the bargaining unit are the positions of Fire Chief, Assistant Chief, Bureau Chief, Deputy Chief, Fire Marshal, Deputy Fire Marshal, Battalion Chief, Apparatus and Facility Maintenance Manager, Senior Fire Inspector, Assistant Special Investigator, Special Investigations Officer, Section Commander, Training Officers, Captains, SCBA Specialist, any employees determined by the Public Employees Relations Commission to be managerial or confidential employees, student help, supervisory employees, part time employees, temporary employees, and all other employees of the Employer.

- 2.2 With regard to the recognition of the classification of Probationary Fire Fighter, the Employer reserves the right to discharge a Probationary Fire Fighter under the terms and conditions of its Policy and Procedures covering Probationary Employees. A Probationary Fire Fighter 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 City 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:
- a. To manage and direct the employees of the City.
  - b. To hire, promote, transfer, schedule, assign and retain employees.
  - c. 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.
  - d. To reduce force, or otherwise relieve employees from duties because of lack of funds or other legitimate reasons.
  - e. To maintain the efficiency of the operations of the City, including setting standards of service to be offered to the public.
  - f. 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 City.
  - g. To determine the organization of the City government.
  - h. To determine the number of employees to be employed by the City.
  - i. To determine the number, types and grades of positions or employees assigned to an organizational unit, department, or project.
  - j. To establish and maintain internal security practices.
  - k. 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.
  - l. 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 If, in the sole discretion of the Employer, it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and other monetary fringe benefits shall not be suspended.

**ARTICLE 4  
UNION SECURITY**

- 4.1 The City 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.

**ARTICLE 5  
NO STRIKE PROVISION**

- 5.1 Neither the Union nor any of its officers, agents, or any employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, slow-down, concerted stoppage of work, illegal picketing, or any intentional interruption of the operations of the City.
- 5.2 The City shall have the right to discipline or discharge any Employee 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 employee 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 City, 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 Employees 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 employees' 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. An employee 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.
- a. In the event errors are found in the amount of dues or uniform assessments submitted to the Union, the City 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 City.
- 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 employee 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:
  - a. Union President
  - b. Union Supervisory Unit Vice-President
  - c. Union Rank and File Vice President
  - d. Union Secretary
  - e. Union Treasurer
  - f. Union Attorney
- 7.6 Both parties agree to the creation of an IAFF time pool. The City shall automatically transfer three (3) hours from each dues paying bargaining unit 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 City. Any time donated to the time pool shall not be returned to the donor.
- 7.7 Charges against the IAFF time pool shall be kept by the City's Paymaster 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.
- 7.8 The use of the time pool shall be handled in the same manner as outlined in Article 8.

**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 vacation or compensatory time for Union activities without being counted into the Article 32.10 cap.
- 8.4 A 72-hour notice, when possible, will be given to Fire Department administration to assist in scheduling.

**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.
- 9.2 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 An employee having a grievance as above defined shall submit it pursuant to the following procedures:

**STEP ONE**

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

At this discussion between the employee 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 employee 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 employee, to the employee 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 employee 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 employee 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 employee, the employee 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 employee, and to the designated Union Grievance Representative or the Union President.

#### 10.3 Rules for Grievance Processing

It is agreed:

- a. An employee 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 employee 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 employee, through the use of reasonable diligence, should have obtained the knowledge of the occurrence of the event giving rise to the grievance.

- b. Time limits at any stage of the grievance procedure may be extended by written mutual agreement by the parties involved at the step.
- c. 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 employee to proceed to the next step.
- d. 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.
- e. A grievance presented at Step Two and above shall be in writing, dated, and signed by the employee and/or the Union Grievance Representative. An answer given and returned to the employee or the Union shall be dated and signed by the employee representative at that step.

- f. 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.
- g. When a grievance is reduced to writing, there shall be set forth all of the following:
  - 1. A complete statement of the grievance and facts upon which it is based, including the date of occurrence or discovery;
  - 2. The section or sections of this Agreement claimed to have been violated; and
  - 3. The remedy or correction requested.
- h. A conference may be called by either party at any step of the grievance procedure.
- i. Any grievance filed on behalf of two (2) or more employees and in accordance with the grievance procedure shall be signed by the designated Union Grievance Representative and shall enter the grievance procedure at Step Two.
- j. Nothing in this contract shall be construed to prevent any public employee 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 employee 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 bargaining unit member, whether or not the Union is representing such aggrieved employee.
- k. The designated Union Grievance Representatives shall be one of the following Executive Board Members:
  - 1. Union President
  - 2. Union Supervisory Unit Vice-President
  - 3. Union Rank and File Vice President
  - 4. Union Secretary
  - 5. Union Treasurer
  - 6. Union Attorney

## 10.4 Arbitration

If the grievance is not settled in accordance with the provisions of Article 10.2, the aggrieved employee 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 employee, and the arbitrator rules in favor of the Employer, the aggrieved employee 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. An employee 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 employee is unable to work, unless the Fire Chief/designee gives prior approval.
- b. Sick leave is paid time granted to employees for the following purposes:
1. Personal illness or injury.
  2. Personal medical, surgical, or optical appointments, dental examinations or treatment which is necessary during working hours.
  3. To supplement workers' compensation.
  4. .Medical disability resulting from pregnancy/child birth.
  5. Care for or the attendance upon a member of an employee'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.
- c. Employees 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.

- 11.2 Full time, shift employees 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 11.3, below. Full time shift employees 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 employees 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 11.3, below. Full time non-shift employees 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 employees shall not be entitled to the use of sick leave for the first six (6) months of employment; however, probationary employees shall accrue sick leave for the first six (6) months of employment as provided in this Article.
- 11.3 A shift employee 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 employee 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. An employee 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.
- 11.4 The Fire Chief, or designee, may require a medical certificate signed by a licensed physician to substantiate a sick leave request for:
  - a. Any period of absence due to illness of two or more consecutive shifts, for shift employees, or three or more consecutive days for non-shift employees.
  - b. Any period for which sick leave is claimed while an employee was in approved vacation status.
  - c. Sick leave of any duration if the employee 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 employee's expense (11.4.3 only).
- 11.5 The Employer desires to provide an incentive for employees to use sick leave only when actually ill. Therefore, a shift employee may trade back up to 192 hours of sick leave annually, provided the employee maintains at least 360 hours of unused sick leave. A non-shift employee may trade back sick leave up to 64 hours annually, provided the employee 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 an employee's balance of accrued sick leave shall be reduced by the amount of sick leave hours exchanged for vacation leave hours.

- 11.6 Any employee 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 employee will have the time without pay.
- 11.7 No more than 1,152 hours of sick leave may be accrued by any employee. All earned sick leave in excess of 1,152 hours remaining unused on December 31st of any given year, shall be forfeited unless it is placed in the ICMA VantageCare Retirement Health Savings Plan in accordance with 11.7.1.
  - a. Members who accrue more than 800 hours of unused sick leave on June 30 and December 31 of any year shall, in July and January respectively, be allowed to place up to 80 hours of the remaining unused sick leave hours, not to exceed 160 hours in any fiscal year, in an ICMA VantageCare Retirement Health Savings plan at the rate of two to one (50% of the 80 hours). These hours will be paid at the current hourly rate. See Article 33 titled ICMA VantageCare Retirement Health Savings Plan.
- 11.8 In the event an employee is unable to perform his regular duties due to illness or injury, the City will use its best efforts to assign the employee to "light duty" consistent with the employee's medical condition. The City may require a second medical opinion before placing an employee in a light duty assignment. The parties recognize that an appropriate light duty assignment may not always be available. Employees 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.
- 11.9 Any bargaining unit employee 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.
- 11.10 An employee making a City-wide or interdepartmental transfer will maintain his accrued sick leave.
- 11.11 Employees 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. Employees who retire under normal retirement, shall receive pay for their accrued (unused) sick leave at a rate of fifty (50%) 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).

- 11.12 Employees who give a sixty (60) hours advance notice for doctor appointments shall be charged actual time. Employees not giving sixty (60) hours advance notice shall be charged a minimum of twelve (12) hours. If the use of sick leave does not cause overtime, the employee may return to work in less than 12 hours and be charged with actual time off.

## **ARTICLE 12 BEREAVEMENT LEAVE**

- 12.1 Shift employees covered by this Agreement shall be granted, upon approval of the Fire Chief/designee, the following time off with pay: one shift (24 hours) for the in-state funeral of an immediate family member and two shifts (48 hours) for the out-of-state funeral of an immediate family member. Non-shift employees shall be granted, upon approval of the Fire Chief/designee, the following time off with pay: 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.
- 12.2 The employee's immediate family shall be defined as the employee's: spouse, father, mother, father-in-law, mother-in-law, son, daughter, stepchild, ward, brother, sister, brother-in-law, sister-in-law, grandparents, son-in-law, daughter-in-law, grandchildren, and spouse's grandparents.
- 12.3 Employees covered by this Agreement shall be granted, upon approval of the Fire Chief/designee, upon proof of residency, bereavement leave in the event of the death of any person who is an actual member of the employee's household. Shift employees shall be granted one shift (24 hours) and non-shift employees shall be granted three (3) eight (8) hour days.
- 12.4 Bereavement leave shall not be charged against any sick or vacation time except as noted in Article 12.5 of this Agreement.
- 12.5 Should an employee 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 with all County, State, and Federal laws dealing with military leave.

- 13.2 When formally requesting military leave, the employee 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 an employee 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 employee 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 Employee'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 employee may keep any pay received for jury duty scheduled on days off. The employee 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  
ANNUAL LEAVE (VACATION)**

- 15.1 Eligibility--Full-time employees shall be entitled to earn and accrue annual leave with pay as provided in this Article. Under no circumstances shall temporary, part-time, or other non-permanent employees be eligible for annual leave under this Article. Employees shall not be eligible to use annual leave until satisfactory completion of six (6) months of service. During the probation period, probationary employees shall accrue vacation time in the normal manner.
- 15.2 Accrual Computation and Liquidation of Annual Leave (Vacation):
  - a. Full-time regular employees shall earn annual leave as follows:

<u>YRS OF EMPLOY</u>	<u>NON SHIFT</u>		<u>SHIFT</u>	
	<u>HRS PER MONTH</u>	<u>HRS PER YEAR</u>	<u>HRS PER MONTH</u>	<u>HRS PER YEAR</u>

Fire Rank & File

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
16 or more years	14	168	18	216

- b. When there has been a voluntary break of service of fifteen (15) working days or more, the employee, upon reinstatement or re-employment will begin earning annual leave as a new employee. For purposes of calculation, new employees 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 employees beginning work between the sixteenth and the end of the month will begin earning leave on the first day of the next month.
- c. For payroll and separation purposes, annual leave shall be computed on the basis of a normal fifty four (54) hour week for shift employees and normal forty (40) hour week for non-shift employees.
- d. All annual leave will be liquidated and charged by the hours as used.
- e. Annual leave earned in excess of 240 hours for non-shift employees and 324 hours for shift employees must be used by the end of the calendar year. Employees who have in excess of 240 hours for non-shift employees and 324 hours for shift employees accrued, unused annual leave, shall be compensated at 100% of the excess at the pension pay rate (which currently includes State incentive pay, Paramedic pay, and Field Training Medic pay) or allowed to place the remaining unused vacation hours in the ICMA VantageCare Retirement Health Savings Plan at the rate of one to one (100% of the total hours remaining), provided a shift employee must have taken at least five (5) shifts of annual leave in the calendar year, and a non-shift employee must have taken at least five working days of annual leave during the calendar year. (See Article 33 titled ICMA VantageCare Retirement Health Savings Plan.)
- f. Employees who have earned annual leave in excess of 240 hours for non-shift employees and 324 hours for shift employees and have not taken at least five (5) twenty-four (24) hour shifts (for shift employees) or five (5) eight (8) hour days (for non-shift employees) 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. Employees 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 employees or 324 hours for shift employees and have not taken the required amount of time off as stated. Employees 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 Use of Annual Leave--Annual leave may be used for the following purposes:
- a. Vacation.
  - b. Absence for the transaction of personal business.
  - c. Any absence from work not covered by another type of leave provision.
  - d. 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 employee is on annual leave shall not be charged against his annual leave balance.
- 15.5 Scheduling of Annual Leave--Shift Employees requesting annual leave of one shift (24 hours) or less, shall submit the request no later than 60 hours prior to the requested time off. Shift employees requesting annual leave of more than one shift (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 employees who request one day (8 hours) or less shall submit request no later than 3 calendar days in advance, and non-shift employees 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.
- a. To request or cancel a scheduled vacation, an employee 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 employee may cancel at any time.
- 15.6 Payment in Lieu of Vacation--Except as noted in Article 15.2(e) and 15.7 of this Agreement, employees 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 employee shall be entitled to 100% compensation for any unused annual 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. An employee 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.
- 15.8 Employees who retire or "buy out" shall at their option be allowed to place their vacation payout in the ICMA VantageCare Retirement Health Savings Plan. This plan shall be administered in accordance with the Plan Document.

**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  
Employee's Birthday

Effective October 1, 2004, a floating holiday (12 hours for shift employees and 8 hours for non-shift employees) 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.

- a. Eligibility--Full time employees shall be entitled to a floating holiday with pay as provided in this Article. Employees shall not be eligible to use the floating holiday until satisfactory completion of six (6) months of service.
- b. Scheduling of Floating Holiday--Shift Employees 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 employees) must be scheduled. Emergencies and special situations shall be handled on a case by case basis. Non-shift employees 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.
- c. Employees shall not be paid in lieu of taking the floating holiday.

16.2 Whenever possible, non-shift employees will be granted time off on holidays; however, a non-shift employee who is required to work on any such holidays shall be paid time and one-half for the period worked.

16.3 Shift employees scheduled to work on a holiday as defined in Section 16.1 shall receive holiday pay in accordance with Section 16.5. A shift employee 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 bargaining unit members within this contract period.
- 16.5 Holiday Pay--Shift employees 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 employees who are off duty on a holiday identified in Article 16.1, of this Agreement shall receive eight (8) hours of holiday pay. Shift employees 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.

Employees 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 employees shall commence at 0700 hours on the actual date of the holiday, and shall end at 0700 the next day.

Shift employees 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 City will only pay holiday premium pay for hours actually worked during the window period of 0700 to 1900 with the maximum premium pay being twelve (12) hours at one and one-half (1 1/2) of the employee's hourly rate.

## **ARTICLE 17 COMPENSATION**

- 17.1 a. Effective October 1, 2003, base wages shall be increased by 2% rounded to the nearest whole dollar, plus a merit step as outlined in 'i'.
- b. Effective April 1, 2004, base wages shall be increased by 2% rounded to the nearest whole dollar, plus a merit step as outlined in 'i'.
- c. Effective October 1, 2004, step LT17 shall be added to the pay plan.
- d. Effective October 1, 2004 and October 1, 2005, base wages shall be increased 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 2003 and 2004 respectively with a minimum of 2% rounded to the nearest whole dollar and a maximum of 3.5% rounded to the nearest whole dollar, plus a merit step as outlined in 'i'. If the CPI-U exceeds 5%, the Union may request to reopen this article.

1. 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 City agree to make any adjustments recommended by BLS in the following fiscal year. BLS recommendations for calculating index changes shall be considered.
- e. Members who obtain Solo Paramedic status from the Medical Director shall receive additional pay as follows:
  - October 1, 2003, \$4,264 annually, to be paid biweekly.
  - October 1, 2004, \$4,524 annually, to be paid biweekly.
  - October 1, 2005, \$4,784 annually, to be paid biweekly.
- f. Members who obtain State of Florida Paramedic Certification shall receive \$48.00 bi-weekly, for a maximum lifetime of seven (7) payperiods.
- g. A management/labor task force shall be appointed to research whether the City shall apply for a Certificate of Public Convenience and Necessity (COPCN) for EMS transport services. The Union shall appoint up to three (3) members to the task force, and the City shall appoint up to three (3) members. This task force shall issue a report by September 30, 2004. The City shall have the right to determine whether to apply for a COPCN and/or to begin EMS transport services.
- h. In the event a COPCN for EMS transport services is granted and the City begins EMS transport services, members who obtain Solo Paramedic Status from the Medical Director shall receive \$5,000.00 annually, to be paid bi-weekly. In recognition of this increased benefit, no impact bargaining will occur should the COPCN be granted and the City begins EMS transport services.
- i. Merit steps shall be given each fiscal year to those eligible.
  1. All employees covered by this agreement will be evaluated utilizing the appropriate evaluation forms specified by the City.
  2. Salary increments recognizing satisfactory service within established ranges are provided in the pay plan. Employees shall receive a one-step increase in salary, not to exceed the maximum rate on their annual merit review date within their current classification. All merit step increases shall be subject to review for accuracy by the City. Merit Step increases shall be awarded on the basis of satisfactory service by the employee.



3. A unit member will move to the next step in the pay plan provided his annual merit review evaluation is satisfactory. Bargaining unit members hired into the position will be evaluated based on their hire date. Those promoted into the position will be evaluated on their promotional date in accordance with paragraph number 2 above.
4. Members will be evaluated by the appropriate rank authorized by the Fire Chief. All evaluations will require final review and approval by the Fire Chief or designee.
5. Merit Step review shall be done one month prior to the employee's respective anniversary date.
6. In the event an increase is denied based upon an unsatisfactory evaluation, a letter explaining the reasons for denial will be given to the employee along with specific, recommended actions that will correct the basis for the denial. Those individuals receiving an unsatisfactory evaluation will be reevaluated in one month from their original anniversary evaluation date. If found unacceptable at the end of the reevaluation 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 employee 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 employee shall be granted the Merit 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.

17.2 Employees in the bargaining unit shall receive compensation for length of service with the City in accordance with the following schedule:

Years of Service	Amount
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 Employee's anniversary date.

17.3 The base salary for shift employees represents payment for 216 hours worked in a 27 day period. Shift employees who work more than 204 hours in a 27 day period shall receive overtime compensation as follows:

- a. All shift employees 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.
- b. The hourly rate shall be 1/54th of the weekly base pay for the computation of overtime.
- c. Vacation, sick leave, and compensatory time shall be considered as time worked for the purposes of overtime calculations.
- d. Shift employees may accumulate compensatory time to a maximum of one hundred eight (108) hours.
- e. Qualified department Solo Paramedics performing extra duties as Field Training Medics shall receive the following incentive pay:

Effective October 1, 2003	\$8.00 per shift
Effective October 1, 2004	\$9.00 per shift
Effective October 1, 2005	\$10.00 per shift

This incentive shall be paid only while the approved Field Training Medic is actually training an assigned Intern Paramedic and the incentive shall cease once the training is completed.

The Department Medical Director shall establish a minimum of two (2) Field Training Medics per shift and the minimum requirements and standards. All approved Field Training Medics shall maintain all skill levels established by the Department Medical Director. The Medical Director shall have the authority to remove any Field Training Medic.

If the Field Training Medic is off or there is not one available then the existing system of assigning an Intern to a Shift Solo Medic shall prevail, with above-outlined compensation.

- 17.4 The base salary for non-shift employees represents payment for forty (40) hours worked in a seven (7) day work week (2,080 hours annually). Non-shift employees who work more than forty (40) hours in a work week shall (at employee'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 employees may accumulate compensatory time to a maximum of eighty (80) hours.
- 17.5 Call Back--An employee who is recalled to work while in off duty status shall receive one hour pay at the employee's regular hourly rate in addition to pay for any hours worked after recall. Employees 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 employees and one hundred eight (108) hours for shift employees.

When an employee responds to a notice of recall, all time spent by the employee 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. Employees 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 employees and one hundred eight (108) hours for shift employees.

17.6 Emergency Pay--Any employee required to work beyond his normal duty hours during an emergency declared by the City Manager, or designee, shall be compensated at one and one-half (1½) times the regular hourly rate for the time worked. Employees 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 employees and one hundred eight (108) hours for shift employees.

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

An employee 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 employee's freedom to engage in personal activities is restricted. Stand by status for shift employees shall be compensated at the regular hourly rate as defined in Section 17.3 of this agreement for all hours during which the employee is on stand by. If time spent on stand by status results in the shift employee working more than 204 hours in a 27 day period, the employee shall be compensated as defined in Article 17.3. An employee on stand by status shall keep the Department apprised of his location at all times.

The Employer and the Union agree that unit employees 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 employee is free to pursue normal off duty activities shall not be considered time worked merely because such employee may receive a recall to duty during such period.

17.8 Effective October 1, 2003, employees who meet minimum service requirements stated in Article 18 for the positions listed below and who hold the required State of Florida certifications and who are on the current list of eligibles are also required to serve in the Acting Rank for the special compensation outlined in 17.18.

POSITION	REQUIRED CERTIFICATION
Driver/Engineer	Pump Operator
Fire Lieutenant	Fire Officer I
Captain	Fire Officer II

- a. Employees currently on a list of eligibles, who do not hold the above-listed certifications, and are eligible to act in a higher position shall receive \$40 bi-weekly. In acknowledgment of this special compensation, the employee is required to serve in the Acting Rank when called upon to do so without additional compensation.
- 17.9 A position deemed vacant will require a prudent effort by the department to fill said vacancy within ninety (90) days. A position shall be deemed vacant if the employee in that position leaves the employment of the Palm Bay Fire Department. Should an employee of the bargaining unit move up to a rank not covered by the Union, the conditions of the acting position will be established in a memo of understanding between the Employer and the Union.
- 17.10 Reimbursement for Mileage--Any employee who is authorized by the Employer to use his own vehicle in the performance of official Fire Department duties, shall be compensated in accordance with City Policy.
- 17.11 Compensation for Required Training--Employees 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 employee working more than 204 hours in a 27 day work period, the employee shall be compensated for hours worked in excess of 204 hours as defined in Article 17. 3.
- 17.12 Section 633.382 Florida Statutes will govern educational reimbursements, as will Article 29 of this Agreement.

To receive educational reimbursement, there shall be an agreement signed by the employee and notarized. The agreement will stipulate that the employee will remain in City employment for a minimum period of one full year after completion of an approved course for reimbursement. The employee promises to repay on a pro-rata basis the amount provided for the period of service not completed prior to departure or dismissal. The employee will follow Educational Policy and Procedures.

In the event of an employee's death, payments to the City will be waived. In the event of an employee's job related disability, payments to the City will be waived until such time as the employee is reinstated to full unrestricted duty. If the employee must retire as a result of a job related disability the balance of the payment to the City will be waived.

- 17.13 In return for receiving his supplement, as described in Article 17.1, it is understood that the Department Solo Paramedic is responsible for maintaining his 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.
- a. If there is a change in the minimum requirements by the Department's Medical Director, the City will immediately establish a labor/management task force to address the changes and training requirements for said changes in the minimum requirements.
- 17.14 A bargaining unit employee 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 employee would have received a merit increase and the promoted employee has a satisfactory or better performance evaluation, the promotional salary shall be based on the increased salary the employee would have received in the former position.
- 17.15 Budgeted Special Response Team (SRT) members established by the Department shall receive a bonus of \$702 annually, payable in bi-weekly installments. To apply for vacant positions, all members shall meet all Department minimum standards. Before approval, members shall successfully complete the State standards course for Haz-Mat I and II, hold an open water certificate from any nationally recognized diving association, and pass at least a minimum of forty (40) hours in specialty rescue courses. The Department shall pay all costs for Department required seminars and Department approved non-in-service training. Members of the bargaining unit approved and designated by the Department as SRT Team Leaders shall receive an additional \$208.00 annually payable in bi-weekly installments.
- 17.16 Fire Inspectors who are required to be "On Call" shall be compensated at the rate of \$70.00 for each week (seven consecutive day period) of on call status. "On Call" shall be defined as the period of time an employee must remain within a 30-minute distance of the City of Palm Bay, be ready for recall to duty, and continually be available by pager, telephone, or radio.

On Call status shall not be considered as time worked for overtime purposes nor shall on call compensation be included in the employee's base pay for overtime calculations.

17.17 Compensation for Non-Shift Employees Training

- a. Non-shift employees who are required by the employer to attend training courses shall be compensated as follows:

1. The non-shift employee shall receive his base salary rate for time spent in required training. Travel time to and from required training shall be included in training time.
  2. If the time spent in required training results in a non-shift employee working more than forty (40) hours in a 7 day work period, he shall be compensated for hours worked in excess of 40 as specified in Article 17.3 of this agreement.
  3. The non-shift employee shall be permitted the use of a City vehicle to attend required training, if one is available. If one is not available, the non-shift employee shall be reimbursed for use of his own vehicle in accordance with City Policy and Procedures.
- b. Non-shift employees who are approved to participate in non-required training courses shall be compensated as follows:
1. If the training is during normal duty hours, the employee shall receive his base pay during normal duty hours. No compensation shall be paid for travel time or training outside normal duty hours.
  2. Non-shift employees shall be permitted the use of a City vehicle to attend non-required, approved training courses, if available.

17.18 Effective October 1, 2003, employees who meet the minimum service requirement stated in Article 18 for the below-listed positions and who hold the below-listed State of Florida certifications and who are on the current list of eligibles are required to serve in the acting rank when called upon to do so without additional compensation. Employees in the bargaining unit shall receive bi-weekly compensation shown below for each of the following:

Firefighter:

- State certified Fire Officer I -- \$10
- State certified Fire Officer II -- \$10
- State certified Pump Operator -- \$50\*
- State certified Fire Instructor -- \$30

Driver/Engineer:

- State certified Fire Officer I -- \$50\*
- State certified Fire Officer II -- \$10
- State certified Fire Instructor -- \$30

Lieutenant:

- State Certified Fire Officer II -- \$50\*
  - State Certified Fire Instructor -- \$30
- a. Training and testing for the above certifications shall be at the expense of the employee.
  - b.\* If an employee outlined above is not on a current list of eligibles for the applicable acting rank or if the employee demonstrates that he is not qualified to perform in the acting rank, or is not permitted to act in a higher position in accordance with Article 18.10, his compensation shall be \$10 bi-weekly for each certificate.
  - c. Employees holding Instructor certifications shall be required to teach in the area of certification on their normal shift when requested by the Department.

17.19 Educational Incentive:

- a. Employees who have an Associate's Degree shall receive \$104.00 annually, to be paid bi-weekly.
- b. Employees who have a Bachelor's Degree shall receive \$312.00 annually, to be paid bi-weekly. The incentive for Associate's and Bachelor's shall not be combined.

**ARTICLE 18  
HIRING, PROMOTION AND CLASSIFICATION**

18.1 Definitions:

Internal candidate: Current Palm Bay Fire Department employee.

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 Process

Title--Driver/Engineer

A Driver/Engineer examination will be given twice a year between January 1 and March 31 and July 1 and September 30. An employee may elect to retake the examination or carry over his score for two (2) years. That score will be merged with the existing list.

- a. Phase 1 Service requirements--Minimum of three (3) consecutive years from the last date of hire as a certified Firefighter with the Palm Bay Fire Department, and a minimum of nine (9) credit hours toward a college degree, as well as requirements set forth by the Department.
- b. Phase 2 Service requirements effective October 1, 2004: Minimum of three (3) consecutive years from the last date of hire as a certified Firefighter with the Palm Bay Fire Department and Apparatus Operator certification by the State of Florida, Bureau of Fire Standards and Training.
- c. The Driver/Engineer promotional examination shall consist of questions and tasks concerning duties and responsibilities that a Palm Bay Driver/Engineer may be reasonably expected to encounter on the job. The practical portion of the exam shall contain driving of at least one vehicle from each of the vehicles to which a driver may be assigned. The promotional examination may include an evolution using any one or a combination of vehicles.

#### 18.4 Title--Lieutenant

A Lieutenant's examination will be given twice a year between April 1 and June 30 and October 1 through December 31. An employee may elect to retake the examination or carry over his score for two (2) years. That score will be merged with the existing list.

- a. Phase 1 Service requirements effective October 1, 2003: Minimum of four (4) years of consecutive service from the last date of hire with the Palm Bay Fire Department, including two years as a certified fire fighter, one year as a Driver/Engineer, and a minimum of twenty-one (21) credit hours toward a Fire Science and/or EMS Degree.
- b. Phase 2 Service requirements effective October 1, 2004: Minimum of five (5) years of consecutive service from the last date of hire with the Palm Bay Fire Department and a minimum of one (1) year as a Driver/Engineer. Successful completion of the State of Florida, Bureau of Fire Standards and Training FFP1810—Firefighting Tactics and Strategy I (40 hours), FFP2811—Firefighting Tactics and Strategy II (40 hours), and FFP2720—Company Officer (40 hours).
- c. The Lieutenant promotional examination shall consist of job specific questions and tasks concerning duties and responsibilities that a Palm Bay Fire



Lieutenant may be reasonably expected to perform. Grading will be done by internal and external raters.

- 18.5 The promotional examinations for Phase 1 shall be posted at least ninety (90) calendar days in advance of the examination date, at all Fire Department facilities. All promotional examinations for Phase 2 shall be posted at least sixty (60) calendar days in advance of the examination date, at all Fire Department facilities. Each notice shall have a closing date thirty (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.
- 18.6 Within fifteen (15) calendar days after the closing date, all candidates who 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 number of candidates signed up for the exam. Textbooks shall be the responsibility of the examinee.
- 18.7 Management reserves the right to establish all testing criteria. Seniority with the Palm Bay Fire Department will be considered the deciding factor in the event of tie scores in promotional examination.
- 18.8 In all promotional examinations, an employee must pass each phase, with a 70% or better score before moving to the next phase. In cases where a phase is pass/fail, the employee must attain a passing score prior to moving to the next phase.
- 18.9 Within fourteen (14) calendar days after a promotional examination, a listing 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. One of the top three candidates on the list shall be selected for the promotion. This list will be posted in accordance with established Department Policy and Procedures. Employee's included within the bargaining unit are expected to accept a promotion that they are offered; however, said employee may decline one time and keep their standing on the list. Upon declining the second round of promotion, the bargaining unit employee will be removed from the list.
- 18.10 Bargaining unit employees who have had any disciplinary action within the one (1) year period immediately prior to the promotional examination shall be permitted to take any promotional examination. However, said employee(s), shall not be considered for promotion and shall not act in any rank higher than his full time rank within the one (1) year period from the date of discipline.

- 18.11 All promotional examinations shall be given to Palm Bay Fire Fighters and Supervisory unit employees first. All current bargaining unit members shall be considered inside candidates.

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

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

- 18.12 New hires shall serve a twelve (12) month probationary period. Upon promotion to any rank, an employee shall serve a six-month promotional probationary period in the new position. Upon satisfactory completion of the probationary period, the employee shall attain full time status for the position. If the employee fails to satisfactorily complete the promotional probationary period, he shall be returned to the position held prior to the promotion. An employee may otherwise be disciplined or discharged for just cause during the promotional probationary period.
- 18.13 Any employee, with the approval of the Fire Chief, may take a voluntary downgrade to a position of lower rank for which the employee is qualified, and for which a vacancy is available. The employee's pay will be adjusted to the position as if they had never left the position.
- 18.14 Any employee qualified to serve in an acting rank shall be required to serve in the appropriate acting rank on his normal shift when requested by management.
- 18.15 The City will notify the Union in advance whenever possible of upcoming changes in personnel policies and procedures or job descriptions. Nothing in this language will waive any right that the Union may have to bargain with respect to these issues.

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

- 19.1 Definition: Seniority is the uninterrupted length of service of an employee since his last date of hire by the Palm Bay Fire Department.
- a. Definition: Qualified is the employee who has satisfactorily completed the probationary period in a position.

- 19.2 Accrual: An employee accrues seniority during all periods of approved leave with pay. An employee accrues seniority during periods of unpaid leave which do not exceed 30 consecutive days in duration. Seniority accrual is suspended on an employee's thirty-first (31st) consecutive day of unpaid leave and remains suspended until the date of his return to duty.
- a. The parties agree that employees 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 an employee resigns and is subsequently rehired within one month, the employee'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 an employee'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, employees shall be laid off in reverse order of seniority. Employees who are laid off shall have the right to "bump" a less senior employee in a lower ranking position in the Department, provided the employee is qualified for the lower ranking position.
- 19.5 Recall:
- a. Employees in layoff status retain recall rights for twelve (12) months from the date of layoff. The names and seniority dates of laid off employees shall be placed on a recall list, a copy of which shall be supplied to the Union.
- b. Notice of Recall shall be given to the employee by Certified mail, return receipt requested, sent to the most recent address contained in the laid off employee's personnel records. If the employee desires to be recalled, it is the responsibility of the laid off employee to keep the employer advised of his current address. An employee 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 fourth (4th) working day, after the receipt of notice, or the employee 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. An employee who is offered recall, must report fit for duty, within 10 working days of his notification to the Director of Human Resources, or lose recall rights.
- c. Employees shall be recalled in order of seniority as shown on the recall list, and in accordance with Article 19.5 above. The employee 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.

- d. Upon return of a laid off employee to a bargaining unit position, the recalled employee 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 times of recall. Benefits are to be based on length of service at time of lay off.
  - e. Seniority shall not accrue during layoff, however, upon recall the employee shall have the same seniority as he had at the time of layoff.
- 19.6 An employee shall lose seniority as a result of:
- a. Termination of employment, including resignation.
  - b. Retirement.
  - c. Layoff exceeding twelve (12) months.
  - d. 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 bargaining unit 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 bargaining unit members against Hepatitis B, at employees' discretion, and at no cost to the employee.

- 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 Fire Inspectors will no longer be permitted to exercise on city time.
- 21.7 Bargaining unit members shall maintain themselves in a good physical condition in order to perform the duties of the position in a proficient and safe manner.

Bargaining unit members, except Fire Inspector, shall participate in the Candidate Physical Ability Test (CPAT) program. Time requirements for the program will be established through an internal validation process and implemented as a requirement during phase three (3).

Participation shall be while on duty. No overtime will be paid for physical training.

Phase one (1) shall be implemented in FYE2004 and participation shall be voluntary; phase two (2) shall be implemented in FYE2005 and participation shall be mandatory with no time requirements; and phase three (3) shall be implemented in FYE2006 and participation shall be mandatory with established time requirements for completion.

Any above-listed bargaining unit member who is unable to meet the time requirement for completion will be placed in a rehabilitation program while still maintaining their operational assignment. The City and the Department physician will develop and manage each need on an individual basis.

- 21.8 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 employees covered by this agreement may not receive benefits or rights greater than other City employees.
- 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 City 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 Employees must notify the Fire Chief, or designee, prior to accepting and working for another employer that provides medical service.
- 24.3 Employees working for another employer that provides medical service, who file a workers' compensation claim with the City, are required to provide proof that the injury, accident, and/or exposure occurred in the course and the scope of their employment with the City. Failure to provide such proof will result in the City's denial of the claim.

**ARTICLE 25  
INSURANCE AND OTHER FRINGE BENEFITS**

- 25.1 For the FY03/04, FY04/05, FY05/06, the City agrees to provide a Plan of Benefits for full-time regular employees 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 City. All cafeteria benefits would be charged to the employee electing the benefits.

25.3 Any increases in premiums to the core benefits during the term of this Agreement shall be paid by the City. The core level of benefits are:

- a) Individual Employee Health (elective)
- b) Basic Employee Life/AD & D
- c) Dependent Life
- d) Basic Employee Long Term Disability
- e) Dependent Health (elective)

Cafeteria benefits are elective for all employees. 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:

- a) Employee Dental
- b) Dependent Dental
- c) Short Term Disability
- d) Supplemental Employee Life
- e) Supplemental Dependent Life
- f) Employee Vision
- g) Dependent Vision

25.4 Cafeteria benefits are selected at the option of the employee. The City will contribute \$13.74 bi-weekly per employee toward cafeteria benefits or \$23.66 bi-weekly per employee toward cafeteria benefits for employees with dependents.

25.5 Newly hired employees will be eligible for insurance coverage and City 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 City.

25.6 The City 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 City'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 employee (after tax dollars) in their bi-weekly paycheck.

**ARTICLE 26  
UNIFORMS AND EQUIPMENT**

26.1 Standard uniforms, protective clothing, and protective devices required of employees in the performance of duties shall be furnished by the employer without cost to the employees.

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.

a. Probationary Firefighters 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

b. Probationary 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 bargaining unit member will be credited the sum of \$396.00 for purchasing approved uniforms from the Fire Department and designated vendors.

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

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

New employees, 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 bargaining unit member with their uniform credit.

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

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

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

The following items will be available for purchase:

- Class A, B, and C shirts
- 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

- a. Bargaining unit members may purchase, with their uniform bank, dress jacket and dress hat, authorized by the Fire Chief, with a department patch only.
- 26.4 Employees promoted to the position of Lieutenant shall receive one (1) Class "A", three (3) Class "B", and three (3) Class "C" shirts at the time of promotion. Badges and collar brass will be issued upon promotion.
- 26.5 Engine/Truck companies may wear approved Union tee shirts on the following duty days:
- a. Saturdays
  - b. Sundays
  - c. Holidays

The City is not responsible for Union tee shirts.

- 26.6 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 City issues the winter coat.
- 26.7 Employer shall repair or replace, at its option and at no cost to the Employee, only those items purchased for the employee in the current fiscal year which are damaged or destroyed in the line of duty. Sunglasses, corrective lenses, and watches that are damaged or destroyed in the line of duty, shall be repaired or replaced by the employer within thirty (30) days from the filing of such claim at a cost not to exceed \$20.00 for sunglasses; \$50.00 for watches and \$200.00 for corrective lenses. Repair or replacement by the City shall be based on the finding that misconduct or negligence by the employee was not a factor in the reported damaged or destroyed equipment. The employer is not required to honor claims

for repair or replacement if misconduct or negligence on the part of the employee is the factor of the claim.

**ARTICLE 27  
INJURY BENEFITS**

- 27.1 The Employer agrees that in the event of an on-the-job injury to a bargaining unit 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 employee is picked up by Workers' Compensation.
- 27.2 The Employer agrees that all reports and changes involving bargaining unit employees 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 bargaining unit employee injured on the job shall be paid for that entire work day. Whenever the employee 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 City agrees to pay for the full day. The employee 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 bargaining unit 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 employee is physically able to return to full duty status within a reasonable amount of time. Employees on the temporary forty (40) hour a week light duty assignment shall be covered by this Agreement as a non-shift employee 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 bargaining unit employee 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 bargaining unit 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 bargaining unit employee.

- 28.3 The Employer agrees that any bargaining unit employee 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. Employees 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 employee 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 A permanent employee who desires to obtain reimbursement by the employer for a job related college or technical certification course (or prerequisite for such course or course of study) shall, prior to enrolling in such course and paying registration fee, submit an Educational Program Approval Form for an Associates, Bachelors or Masters degree to the City Manager through appropriate department channels. The request shall state:
- a. The institution, course of study, and job-related purpose of the course;
  - b. The degree major/certificate sought;
  - c. The total number of semester/quarter hours for which reimbursement is sought and the approximate cost thereof;
  - d. The estimated completion date for the program or semester.
- 29.2 Two courses per semester may be reimbursed.
- 29.3 The City Manager, after considering the recommendation of the Chief (or his designee), shall grant or deny the request for reimbursement. The City Manager's decision shall be final, except as provided in this article.
- a. If the City Manager has not responded to a letter of intent approved by the Chief within two weeks from the date of submission to the Chief, the request shall be deemed approved.
  - b. An employee may submit a letter of intent for a plan of education which exceeds one semester in length. Approval for such a plan shall not be governed by section 1 above. Approval for such a plan of education may be

revoked for any succeeding semester not less than thirty (30) days prior to the last day for registration for that semester.

- 29.4 An Employee who has received the City Manager's approval for educational reimbursement shall, at the end of the course of study, or of the semester (in the case of a continuing degree program), submit to the Chief (or his designee) the following documents:
- a. An itemized receipt showing payment for tuition (including enrollment fees) and books utilized during each course of study;
  - b. A transcript, report card or other verifiable document reflecting the grade achieved by the employee for the completed course(s).
- 29.5 The Employer shall provide reimbursement for approved educational expenses according to the following schedule up to the per credit hour charge made by Brevard Community College, or the University of Central Florida.
- a. 100% reimbursement for courses in which a final grade of "A" is achieved; or for courses in which a grade is not issued but the employee presents documentation of successful completion of the course.
  - b. 80% reimbursement for courses in which a final grade of "B" is achieved.
  - c. 60% reimbursement for courses in which a final grade of "C" is achieved.
  - d. No reimbursement for courses in which the final grade of less than "C" is achieved, or from which the employee has withdrawn or been issued an incomplete.
- If the employee receives the tuition reimbursement from any other source, the reimbursement provided by the City shall be reduced by the amounts received from the other sources. Employees shall be required to inform the City of tuition reimbursement received from any other source.
- 29.6 Any Department sponsored paramedic student enrolled in the state certification course shall be reimbursed one hundred (100%) percent for tuition at the end of each semester successfully completed, upon submittal of appropriate receipts and compliance with the other provisions of this article. Any Department sponsored student enrolled in an authorized state certification course at a non-state sponsored school shall be reimbursed one hundred (100%) percent for tuition at the completion of the program, upon submittal of appropriate receipts and compliance with the other provisions of this article.
- 29.7 In order to receive educational reimbursement an employee must execute a formal contractual agreement with the employer which provides that;

- a. The employee agrees to remain in the City employment for a minimum of one year from the end of the course or semester for which the employee receives reimbursement or 2 years for paramedic reimbursement; and
  - b. The employee agrees to repay, pro rated, amounts received for educational reimbursement if the employee's City employment terminates within one year from the end of the course or semester for which the employee receives reimbursement; and
  - c. The employee agrees that any funds, including accrued vacation and sick leave balances, held for the employee by the Employer on the date of an employee's termination may be applied to satisfy the employee's liability for education reimbursement repayment under the agreement; and
  - d. The employee 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 employee is liable.
- 29.8 Whenever possible, the Employer agrees to modify the working schedule of bargaining unit employees attending advanced schools or college courses that are job related.
- A bargaining unit employee upon request may be granted unpaid leave of absence by the City Manager at his discretion for educational purposes at any accredited institution when it is related to the bargaining unit member's employment.
- 29.9 Bargaining unit 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 annual leave and sick leave, department business, or other classes required by the Department or the Medical Director will be scheduled quarterly.
- a. A management/labor task force shall be appointed to recommend training program for bargaining unit members. The Union and the City shall each appoint 3 members to this task force. The task force shall provide a report to the Human Resources Director within six months. The report will outline in detail the methodology to be used in allocating on-duty training time, recommend specific courses and/or certificates to be completed.
- 29.10 In the event of an employee's death, educational repayments to the City will be waived. In the event of an employee's job related disability, repayments to the City will be waived until such time as the Employee is reinstated to duty. If the

employee must retire as a result of a job related disability, the balance of the payments to the City will be waived.

- 29.11 If staffing permits, employees who have obtained fire management approval, will be permitted to attend job related schools or training without loss of pay or benefits, whether or not the City is providing financial assistance. The employee shall be required to fill out a vacation request to be used in the event it is needed for the employee to take the day off. It is understood between the parties that the employee's absence will not cause the City to be responsible for any overtime payments and that minimum staffing includes any previously scheduled, department approved training.
- 29.12 A management/labor task force shall be appointed to recommend training program for bargaining unit members. The Union and the City shall each appoint 3 members to this task force. The task force shall provide a report to the Human Resources Director within six months. The report will outline in detail the methodology to be used in allocating on-duty training time, recommend specific courses and/or certificates to be completed.

**ARTICLE 30  
LEGAL DEFENSE AND INDEMNIFICATION**

- 30.1 The City will provide legal defense of all personnel covered by this contract in accordance with Section 111.07, Florida Statutes.

**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 bargaining unit 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 employees 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.
- a. 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.
  - b. 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 employees doing the shift exchange must be equal or higher in rank and certifications.
  - c. The City 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 employees shall normally work a five (5) day, forty (40) hour workweek (Monday-Friday). Non-shift employees 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 employee's supervisor. The commencement of the work day for non-shift employees 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 employee 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 Fire Inspectors, who are certified Firefighters in accordance with Florida Statute 633.34 - 633.35, may be temporarily assigned to shift work due to emergencies, in which case they shall be subject to all provisions of this agreement relating to shift work. For the purpose of this section, emergencies shall include, but are not limited to: natural disasters, civil disorders, acts of God, extreme fire conditions, and any emergency declared by the City Manager. Shift assignments shall consist of one or more 27 consecutive day cycles. Individual Fire Inspectors may be assigned to work up to four 27 days cycles (108 total) within a twelve month



period. Non shift inspectors who are assigned to shift work shall be given at least 72 hours notice in advance of shift assignment.

- 32.6 The Employer shall attempt to establish a voluntary list for temporary shift assignment. Only non-shift employees who are certified Firefighters, in accordance with Florida Statute 633.34 - 633.35 may be placed on the voluntary list. In the absence of a voluntary list, the Employer reserves the right to assign non-shift employees to temporary shift work in accordance with this section. Non-shift employees assigned to temporary shift work may be required to perform non-shift activities related to their job description.
- 32.7 Kelly Day's shall be selected every June or July of the 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.
- 32.8 Kelly Day exchange without regards to rank will be permitted if the Kelly Day staffing requirement is met.
- 32.9 Eight (8) hours will be added to vacation accumulation per year effective July 1, 1997, for shift employees.
- 32.10 The following formula will be used to schedule off duty time for the reasonable use of compensatory time, vacation, etc.:
  - a. 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 compensatory time, vacation, and other accrued time (to be inclusive of both bargaining units).
  - b. 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 Employees 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 employees 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 City may agree to further benefits, that do not have a cost, or will not in the future become a cost to the City, in the Plan Document for benefits that are not already provided for in the Collective Bargaining Agreement. The City is not required to agree to any benefit not provided for in the Collective Bargaining Agreement and the decision of the City 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 are 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 bargaining unit employees, 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. The City 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 Bargaining unit employees 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 City. Failure to provide a copy of the results may result in disciplinary action.

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

a. The physical examination shall consist of the following areas:

History and Vitals  
Height and Weight  
Sugar Albumin  
Vision Test  
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

\*\* Mammography (Optional for certified female fire fighters over the age of 40 at the discretion of the employee)

\*\* Hepatitis Screen (optional for certified fire fighters at the discretion of the employee)

\*\* Rubella Immunization (optional for certified female fire fighters of child bearing age at the discretion of the employee)

\*\* Note: Are to be given at time of physical only except for exposure

\* Note: Chest x-ray shall be optional for all employees, at employees' discretion, except in the following case: If the attending physician feels it is in the best interest of the employee 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.

b. 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 employee and the Employer's medical representation.

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

- 35.4 A complete copy of the results of the physical shall be provided to each employee, at no cost to the employee, upon completion of the physical. Upon receipt of a stamped self-addressed envelope by the testing lab from the employee, a copy of the urine testing shall be sent to each employee by the testing lab.
- 35.5 Bargaining unit 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 City 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 employee 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, 2003, upon the ratification by both parties, and shall continue in full force and effect until September 30, 2006. Negotiations for FY05/06 shall commence the first Monday in May 2006.

**ARTICLE 37  
PENSION PLAN**

- 37.1
  - a. Except as provided otherwise in this article, the Employer agrees to maintain the present retirement plan for Firefighters for the duration of this Agreement. (See Appendix A).
  - b. The Employer agrees to make changes to the retirement system effective October 1, 2003, that enables Employees to receive the benefits listed below.

- Seventy – five percent (75%) line-of-duty disability.
- One hundred dollar (\$100.00) monthly supplement for lifetime of member.
- Buy-back of military service, prior Palm Bay employment or service with another paid Fire Department with member paying the full actuarial cost of this additional service.
- Inclusion of holiday pay in pension rate.
- In the event that only sixty (60%) percent of the Chapter 175 funds for purchasing benefits is available, then the longevity benefit shall be purchased in lieu of the holiday pay.
- The employee shall pay any difference between the funds available for purchasing benefits with Chapter 175 Premium Tax Credits and the actual funds required to purchase the above listed benefits.

37.2 The Union recognizes the Employer's right and duty to maintain the actuarial soundness of the existing contributory Fire Fighters' retirement system in order to provide secure retirement benefit for all present participants.

37.3 The City agrees to provide long term disability benefits to members of the unit. The long term disability will pay up to a maximum of sixty six and two thirds percent (66 2/3%) of the employees base salary. All qualifications, restrictions, and definitions of how the plan is to function shall be conveyed to the Union through the written insurance policy obtained by the City. The liability on the part of the City to provide long-term disability for both on the job and off the job injury to a maximum of sixty-six and two thirds (66 2/3%) percent of Base Monthly Pay shall be limited to the restrictions of the Policy.

37.4 The City shall provide Health Insurance Benefits for all employees and their dependents who retire due to a service connected disability as defined in the City of Palm Bay Police-Fire Pension Plan. The Health Insurance benefits shall be offered under the City's group rate with the employee paying for the entire cost for a single or family plan. The Health Insurance benefits provided in this article shall not be less than the benefits provided to current employees.

37.5 The City and Union agree that a break in service shall be defined by City policy.

37.6 To prevent a break in service to a members pension while out on worker's compensation and/or Family Medical Leave Act, or military leave, the City will pay its portion on the normal bi-weekly salary provided the employee selects the option of paying their portion on their normal bi-weekly salary.

In case of absences and/or as specifically authorized by statute for military duty greater than 30 days, the member is responsible for making their pension whole, to prevent a break in service within 90 days after returning to work.

**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 City 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 bargaining unit member comes under a formal investigation by the department.
- 38.4 Upon the completion of a formal investigation all involved Bargaining Unit 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:
  - a. It is the City's policy that employees 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 employee, fellow employees, and the general public. The use, sale, or possession of an illegal drug or alcohol in the workplace may negatively affect the City's efficiency in providing service to its citizens and can have an adverse impact on how the public perceives the City 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 employee'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.
  - b. The use, consumption, possession, distribution, manufacture, or being under the influence of illegal drugs or alcohol by employees while performing job duties for the City is specifically prohibited.
    - 1. Employees are prohibited from possessing an open container of alcohol, using, distributing or being under the influence of alcohol while on the job or on City property. City property includes such areas as parking lots, vehicles, break rooms and locker rooms.

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 City'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 bargaining unit members at any time, whether on duty or off duty, is specifically prohibited and is grounds for immediate termination.
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:

- a. 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.
- b. "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.
- c. "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.
- d. "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.
- e. "Specimen" means blood or urine of the human body capable of revealing the presence of drugs or their metabolites or alcohol.
- f. "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 employee will be subject to disciplinary action, up to and including termination.

- g. "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.
- h. "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.
- i. "Special risk" means employees 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:

- a. 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.
- b. The City Manager, or designee, may also require an employee to submit to testing when the employee'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 employee 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 an employee 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 employee or another.
10. For employees 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 an employee has caused or contributed to an accident while at work.
16. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs outside of his job related responsibilities.

The decision to require the employee 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 employee'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 City's responsibility. Employees 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 City, in coordination with law enforcement officers, reserves the right to search City property and facilities.

- c. On a random basis, provided that no employee 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.
- d. Routine fitness for duty. The City shall require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee 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:

- a. 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.

1. Employees 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 City. Any employee 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.
  2. While awaiting the results of the initial and confirmation test results, the employee will be removed from active duty and placed on administrative leave with pay. If the test results are positive, the employee shall be placed on annual leave or leave without pay .
- b. The threshold level or cut-off limit for drugs shall be as established by HHS and/or SAMHSA. The threshold level for determination that an employee is under the influence of alcohol shall be a threshold of .05 for reasonable suspicion and a threshold of .08 for random testing.
- c. In testing for the presence of alcohol, testing that provides quantitative results showing the amount of alcohol present in the blood will be utilized.
- d. In testing for the presence of illegal drugs, the following procedures shall be followed:
1. The employee shall be required to provide two specimens at the time of collection.
  2. The first of the samples shall be submitted for the initial drug test:
    - (a) The City 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 City determines the confirmation test is necessary.
  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:
    - (a) The City 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.

4. If the results of the second test are positive, only after a MRO (Medical Review Officer) has given the employee an opportunity to explain the positive test results, the City shall be notified of the results. The City shall notify the employee of the results. At that time, the employee may elect to have the second sample subjected to testing. The employee has the choice of having the second sample tested at the City designated lab, at City expense, or at another lab, that meets the specifications established in 39.4.1, at the employee's expense. The City will reimburse the employee for the expense of the alternate lab, if the results are negative, to a maximum of the amount the City would have spent if the City's designated lab had conducted the second testing. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, the City may take corrective action as provided below, including disciplinary action where appropriate.
  - e. The possession, distribution, manufacture, sale, or being under the influence of an illegal drug by a bargaining unit member will be grounds for immediate termination. Any employee found to have possessed, used, or been under the influence of alcohol while on duty shall be discharged.
  - f. Any employee 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 City, provided they comply with all requirements of the alcohol treatment and/or rehabilitation program.
  - g. Any employee who has a need to enter a substance abuse program, may request and will receive treatment through the City's Employee Assistance Program (EAP). Employees who voluntarily come forward before being mandatorily requested to go for a drug test will be permitted to continue employment with the City, provided they comply with all requirements of the substance abuse program. While in the program the employee will be allowed to return to work if the authorized treating physician/psychologist approves; if not, the employee may be placed on sick leave, vacation, compensatory time or leave without pay until approved to return to work.
    1. The employee will be required to sign a "last chance agreement". Said agreement requires the employee to complete the approved treatment program/plan. If the employee does not successfully complete the approved treatment program/plan as determined by the

authorized treating physician/psychologist, the employee shall be terminated.

2. If the employee successfully completes the approved treatment program/plan, the employee 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.
  - h. Those employees 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 employee's discharge from City employment.
  - i. Any employee who is arrested for or convicted of a crime involving substance abuse is required to notify the City's Human Resources Department no later than twenty-four hours after such arrest or conviction.
  - j. Employees 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 employee. This shall not limit the Employer from providing work-related information regarding the employee to the employee'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 an employee disputes the certification of reasonable suspicion, the employee must nonetheless, submit to testing as ordered while simultaneously filing a grievance over the order. The grievance must be orally communicated to the City at the time the testing is ordered. The employee 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 City and the Union mutually agree to a local arbitrator. A finding of no reasonable suspicion means the specimen shall be destroyed, and the employee 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 employee, and the arbitrator rules in favor of the City, the employee 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 employees shall remain in effect for the term of this agreement.
- 40.2 Affected employees 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 \_\_\_\_\_, 2003

FOR THE CITY

FOR THE UNION

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

\_\_\_\_\_  
Benjamin J. Kiszkiel, President  
PBPF, Local 2446

\_\_\_\_\_  
Dan Greenfield  
Deputy City Manager

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

\_\_\_\_\_  
Denise A, Burgin  
Human Resources Director

\_\_\_\_\_  
Robert Youhas, Secretary  
PBPF Local 2446

Approved as to legal sufficiency:

\_\_\_\_\_  
Leonard Carson, Esq.  
Carson & Adkins

THIS AGREEMENT HAS BEEN RATIFIED BY THE CITY COUNCIL OF THE CITY OF PALM BAY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

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

ATTEST:

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

\_\_\_\_\_  
Date