

A G R E E M E N T

Between

THE CITY OF MELBOURNE, FLORIDA

and the

INTERNATIONAL ASSOCIATION

OF

FIREFIGHTERS - LOCAL 1951

October 1, 1999 through September 30, 2002

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ARTICLE 1 - PREAMBLE

1.1 This Agreement is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the City, and Local 1951, International Association of Firefighters, hereinafter referred to as the Union.

1.2 It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2 - RECOGNITION

2.1 The City recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining for the employees in the unit described below:

INCLUDED: FIREFIGHTERS, DRIVER/ ENGINEERS, FIRE LIEUTENANTS, PARAMEDICS, (FIRE/MEDICS, DRIVER/MEDICS, LIEUTENANT/MEDICS) AND PRECEPTORS/FIELD TRAINING OFFICERS.

EXCLUDED: FIRE CHIEF, ASSISTANT FIRE CHIEFS, TRAINING OFFICERS, BATTALION CHIEFS, FIRE MARSHALS, FIRE CAPTAINS, INSPECTORS, COMMUNICATIONS TECHNICIANS, DISPATCHERS, PRE-PLAN OFFICERS, SECRETARIES, AND CLERICAL EMPLOYEES.

ARTICLE 3 - EMERGENCY LEAVE DONATIONS

3.1 The parties agree to continue the policy of allowing members to make voluntary contributions of accrued vacation leave for the use of employees who, through extended illness or injury recovery periods, have exhausted all of their own sick, vacation or other type of leave.

ARTICLE 4 - PAYROLL DEDUCTIONS

4.1 The City agrees to deduct, once each pay period, dues, assessments, and contributions to the Firefighters benefit fund in an amount certified to be current by the Treasurer of the Local Union from the pay of those employees who individually request in writing to the Director of Personnel that such deductions be made. The total amount of deductions shall be remitted by the City to the Treasurer of

the Union. This authorization shall remain in full force and effect during the term of this Agreement. The contributions to the Firefighters benefit fund will be collected from the same payroll deduction slot presently used for dues deduction. The parties agree that when the City implements its new payroll/personnel system, and an additional slot becomes available, the Union may request to use an additional slot provided it pays any associated costs which may be required for its use.

The City's remittance will be deemed correct if the Union does not give written notice to the City within 30 calendar days after a remittance is received. If the Union feels that the remittance is incorrect, the reason(s) for that belief shall be so stated in the written notice.

4.2 The Union will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against the City on account of any action taken by the City, or any of its agents, in good faith reliance upon forms or documents provided by the Union to the City, regarding payroll deductions.

4.3 Any employee wishing to cancel his authorization for payroll deduction of union dues and contributions to the Firefighters benefit fund may do so by providing no less than thirty (30) days written notice to the Union, reflecting that a copy has been provided to the City.

ARTICLE 5 - NON-DISCRIMINATION

5.1 The City and the Union agree that there shall be no discrimination against any employee because of race, color, creed, religion, sex, age, national origin, or handicap (if such handicap does not interfere with the duties to which assigned), and other non-merit factors or artificial barriers.

5.2 The City and the Union agree that the use of masculine gender pronouns to indicate employees of the bargaining unit shall be interpreted to mean both male and female employees, that such usage is in the interest of readability and follows the proper rules of English, and further that such usage is not intended, nor shall it be interpreted to be, sexual discrimination.

ARTICLE 6 - UNION BUSINESS

6.1 Up to 3 members of the negotiating team shall be allowed time off for all meetings which shall be mutually set by the City and the Union, and this time off shall be without loss of pay.

6.2 If a matter of IAFF business is on the Melbourne City Council agenda, one member of the negotiating team may attend the Council meeting, while on duty and without loss of pay, with prior written approval of the Fire Chief. Member will be required to carry a radio in order to respond to emergency calls.

6.3 City and the Union agree to establish a time pool to allow union members, acting in an official capacity, time off duty to attend City Council meetings, County Commission meetings, meetings of the State Legislature, Pension Trustee Schools and/or other educational seminars and meetings as may be required from time to time. This time pool will be established by voluntary contributions of accrued vacation leave by the employees and will be administered in the same manner as comp time. Employees approved off utilizing the union time pool shall be limited to two (2) personnel per shift.

ARTICLE 7 - BULLETIN BOARDS

7.1 The City agrees to furnish and maintain space for suitable bulletin boards in convenient places in each station and work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

7.2 No material, notices, or announcements shall be posted by the Union which contain anything politically partisan or controversial or anything adversely reflecting upon the City of Melbourne, its employees, or management. The foregoing does not preclude the posting of public records.

ARTICLE 8 - PREVAILING RIGHTS

8.1 All benefits and working conditions enjoyed by the employees at the time this Agreement takes effect which are not included in this Agreement, and which are in writing and known to management, and which do not infringe upon management rights as stated in Article 37 of this Agreement, shall be presumed to be reasonable and proper, and shall not be changed arbitrarily or capriciously.

ARTICLE 9 - RULES AND REGULATIONS

9.1 There shall be an Employee Management Committee established in the City of Melbourne Fire Department which shall consist of 6 members. Three members shall be appointed by the Union and 3 members shall be appointed by the Chief of the Department. This committee shall meet at mutually agreeable times, but not less than semiannually. The purpose of this committee will be to discuss problems and attempt to reach mutual understanding on matters concerning department rules and regulations, policies, and procedures. Grievances and other matters which are subject to the collective bargaining process shall not be made a part of these discussions. Meetings shall be conducted on an informal basis. This committee will function in an advisory capacity only. All memoranda not incorporated in the standard operating guidelines within one year from its issue date shall become obsolete. Copies of all understandings shall be furnished to the City Manager for his review prior to implementation.

ARTICLE 10 - COURT TIME

10.1 Any employee required to appear in court or to give a deposition, while in an off-duty status, as a result of action arising during the employee's official duties, shall be compensated at one and one-half times his regular hourly wage from the time he leaves his home until the time he returns to his home.

10.2 Employees will be entitled to a mileage allowance at the current rate of reimbursement as prescribed by City Ordinance to and from employee's place of permanent residence for a required court appearance, unless a travel fee is paid by said court, or unless transportation is provided by the City.

10.3 All witness, subpoena, and deposition fees by employees for such court appearances shall be endorsed to be payable to the City.

ARTICLE 11 - OVERTIME PAY

11.1 In the event that the need for overtime should occur in the Fire Department because of emergency, sickness, or other unforeseen conditions, overtime shall be paid at 1 1/2 times the basic rate of pay.

ARTICLE 12 - CALL BACK PAY

12.1 All employees covered by the terms of this Agreement who are called back to work while off duty shall be paid a minimum of 4 hours pay at the employee's overtime rate as provided in this Agreement.

12.2 Employees covered by the terms of this Agreement who are required to remain on duty in excess of their normal tour of duty shall be compensated at the employee's overtime rate as provided in this Agreement.

12.3 Time on duty shall start upon notification to report to duty station, and will end upon notification to leave the duty station.

ARTICLE 13 - SHIFT EXCHANGE

13.1 An employee may exchange shifts with employees upon getting the necessary approval of the Fire Chief or his designee. The shift exchange shall not interfere with the normal operation of the Department, and shall not create an overtime situation. Shift exchange shall have no effect on the acting pay provisions of this agreement, and for all purposes the compensation paid shall be to the originally scheduled employee as if he had actually worked the shift.

ARTICLE 14 - DEATH IN FAMILY LEAVE

14.1 In the event of a death in the immediate family of an employee, the employee shall be granted 2 shifts off with pay. In the event that the employee must travel more than 500 miles one way, up to 3 shifts will be granted with no loss of pay.

14.2 The immediate family shall be defined as spouse and children of the member, mother, father, brother, sister, grandparents of the member or those of the member's spouse.

ARTICLE 15 - DRUG TESTING

15.1 The City and the Union mutually agree that the use by employees of unlawful drugs and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs.

To allay public concerns regarding the use of drugs or other illegal controlled substances by Public Safety employees, and to mitigate the danger to other employees in the work place, the City and the Union mutually agree that the following drug testing procedure will be implemented. This procedure will apply to all drug testing performed.

1. The annual physical examination given to all members of the Bargaining Unit will include a urinalysis to determine the presence of any drug or other illegal and/or controlled substance.
2. Test samples will be collected at Employee Health Services or at the certified laboratory. Tests will be conducted by an independent laboratory contracted by the City. The original sample will be divided into three parts and retained by the independent laboratory. The first part will be used for screening, the second for confirmation of a positive test result on the first part, and the third part will be retained for use by the employee for independent testing. An appropriate chain of custody will be established and maintained to ensure the accuracy of test results. The following procedures shall apply as the chain of custody:
 - (a) Immediately after the specimen is collected, the person collecting the specimen shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted in the permanent record book.
 - (b) The person collecting the specimen and the employee shall be present at the same time during these procedures.
 - (c) The person collecting the specimen shall place securely on the bottle an identification label which contains the date, the employee specimen number and any other identifying information provided or required by the agency.
 - (d) The employee shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.

- (e) The person collecting the specimen shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.
 - (f) If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
 - (g) While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the person collecting the specimen. If the person collecting the specimen leaves his or her work station momentarily, the specimen and custody form shall be taken with him or her or shall be secured.
3. A positive test will result in a Gas Chromatography/Mass Spectrometry confirmatory test of the original sample by the laboratory. At this time the employee may request a portion of the original sample to be tested by a recognized independent laboratory of the employee's choice. The cost of the test will be paid by the City if the test results are negative. A positive result on the re-test will result in an interview with the Fire Chief or an Assistant Fire Chief and the Employee Health Nurse. Outside counseling and rehabilitation will be offered through the Employee Assistance Program to help the employee correct any problem he may have. Dismissal will not be imposed for the first positive test. To ensure the safety of the general public and other employees, any employee testing positive will be removed from active duty and be placed on either annual leave, sick leave, or a leave of absence without pay if annual and sick leave are extinguished. Those employees who successfully complete a rehabilitation program will be subject to re-testing at least 2 times at random during the next year; said tests to be in addition to that which is given with the annual physical.
4. Upon reasonable suspicion (a reasonable ground of suspicion, supported by circumstances sufficiently strong in themselves to warrant a cautious man in believing the accused man to be guilty) that an employee has been on duty, or has reported for duty, under the influence of any unlawful drug or other illegal controlled substance. Drug testing will be conducted on employees every time the City believes there is

a reasonable cause or suspicion that the employee may be placing themselves or others at risk due to the influence of drugs and/or alcohol. An observation of an employee exhibiting erratic or unusual behavior, including but not limited to: chronic lateness or absenteeism, unexplained or lengthy disappearances during the day, chronic irritability, paranoia, sharp mood swings, unexplained or abrupt changes of an employee's appearance, behavior, or unexplained inability to perform normal work duties will be reported to supervisory personnel. The immediate supervisor and at least one additional supervisory personnel must witness and confirm that the employee appears to be under said influence. The decision to require the employee to submit to a urinalysis will require the written approval of the Fire Chief or his designee.

5. Employees who are using a drug lawfully prescribed by a physician are encouraged to notify the Employee Health Nurse of that situation.
6. Employees who refuse to comply with the provisions of this Article will be subject to disciplinary action, up to and including dismissal.
7. Cutoff values below which test results shall be reported as "negative" are as follows:

DRUG	DETECTION LEVELS
Marijuana	100 ng/ml
Cocaine	300 ng/ml
Methaqualone	750 ng/ml
Opiates	300 ng/ml
Amphetamines	1,000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Phencyclidine	75 ng/ml

ARTICLE 16 - HOLIDAYS

16.1 The following holidays are those recognized and observed:

- (1) New Year's Day
- (2) Martin Luther King, Jr., Birthday
- (3) President's Day
- (4) Labor Day
- (5) Memorial Day

- (6) Independence Day
- (7) Veteran's Day
- (8) Thanksgiving Day
- (9) Day After Thanksgiving
- (10) Christmas Eve - (24th of December)
- (11) Christmas Day

and any other holiday declared by the City Council.

16.2

In addition to their regular pay,

- A. Employees not scheduled to work on a holiday, and who do not work, will receive 12 hours straight time pay for the holiday.
- B. Employees scheduled to work on a holiday shall be compensated at the rate of 1 1/2 times the employee's hourly rate for those hours actually worked.
- C. Employees not scheduled to work on a holiday, but who are called in to work, will receive 12 hours straight time pay for the holiday in addition to compensation at the rate of 1 1/2 times the employee's hourly rate for those hours actually worked.

16.3

In addition to their regular pay,

- A. Employees not scheduled to work on January 1, New Year's Day, and who do not work will receive 12 hours straight time pay or may elect to bank 24 hours compensatory time for the holiday.
- B. Employees scheduled to work on January 1, New Year's Day, shall be compensated at the rate of 1 1/2 times the employee's hourly rate for those hours actually worked or may elect to bank 24 hours compensatory time for the holiday.
- C. Employees not scheduled to work on January 1, New Year's Day, but who are called in to work will receive 12 hours straight time pay or may elect to bank 24 hours compensatory time for the holiday in addition to compensation at the rate of 1 1/2 times the employee's hourly rate for those hours actually worked.

ARTICLE 17 - APPENDICES AND AMENDMENTS

17.1 All appendices and amendments to this Agreement shall be dated and signed by the parties and shall be subject to the applicable provisions of this Agreement.

ARTICLE 18 - TELEVISION SETS AND MICROWAVE OVENS

18.1 The City shall continue to keep the television sets in good repair, making prompt repairs or replacement of the sets as required. All replacement sets shall be at least 20" color sets.

18.2 The City shall provide microwave ovens for each station. The employees agree to sign over the ownership of the microwave ovens currently in Stations #1, #2, #3, #4, #5, #6, and #7. The City agrees to repair or replace damaged ovens promptly. All replacement ovens shall be at least seven hundred (700) watts.

ARTICLE 19 - MANNING AND STRENGTH OF COMPANIES

19.1 To provide the highest quality of emergency medical care and provide the best fire protection to the citizens of Melbourne, the City agrees to establish and maintain minimum-manning levels as follows:

- Station #1 - 1 LT, 1 D/E, 1 F/F
- Station #2 - 1 LT, 1 D/E, 1 F/F
- Station #3 - 2 LT, 3 D/E, 1 F/F
- Station #4 - 1 LT, 1 D/E, 2 F/F
- Station #5 - 1 LT, 1 D/E, 2 F/F
- Station #6 - 1 LT, 1 D/E, 1 F/F
- Station #7 - 1 LT, 1 D/E, 2 F/F
- 8th Engine Co. - 3 Personnel

The City and union agree that in the event an 8th Station is established during the term of this Contract that the eighth engine company personnel will be used to initially man such station.

19.2 The City agrees that it will comply with all state laws and their associated rules covering manning of fire companies and all ALS Certified Units.

19.3 In the event sufficient Firefighters are not on duty to maintain the City's established minimum manning levels, affected units of apparatus may be taken out of service until the City required manning level has been restored. It is further understood that should this reduction in manpower extend beyond three (3) hours, overtime shall be used to restore the minimum manning.

ARTICLE 20 - SAFETY AND HEALTH

20.1 The City and the Union agree to cooperate to the fullest extent in the promotion of safety.

20.2 One employee representing the Union shall be a member of the City's Safety Committee.

20.3 The parties agree that they will adhere to all rules imposed by the State of Florida relating to safety and health of Firefighters.

20.4 When scheduling outdoor, non-emergency activities, weather conditions will be a consideration.

ARTICLE 21 - CLOTHING ALLOWANCE AND EQUIPMENT

21.1 All uniforms, protective clothing, or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the City, with the exception of underwear, socks, and shoes. The City shall order the following uniform items by November 1st.

- Two dress short sleeve shirts
- Three uniform pants
- Two uniform shorts
- Five two-button collared golf shirts
- Two sweat shirts
- One leather belt

However, any of the above listed items may be substituted for other uniform or uniform related items such as a badge, collar brass, winter coat, work shoes or boots, etc.

21.2 Any uniform or related equipment damaged or destroyed while an employee is acting in the performance of his official duties shall be replaced by the City at no cost to the employee, provided that same is not the result of his own negligence. Shoes or boots damaged or destroyed shall only be replaced if they are nonporous leather. The City agrees to inspect all personal protective equipment annually for

fit and condition. Said inspection shall be documented for use in safety gear replacement planning.

21.3 Any employee who shall have damaged or broken his prescription eyeglasses, U.V. shielding sunglasses, false teeth, partial plate, personal clothing, including shoes, or wristwatch, while engaged in the performance of his assigned duties, shall have the same repaired or replaced (whichever is least costly) by the City. The maximum cost of the repair or replacement shall not exceed one hundred dollars (\$100.00). To qualify for such compensation, the damage shall not have been the result of normal wear and tear, negligence, misuse on the part of the employee, or failure to use proper eye protection equipment when it has been provided by the City. Claims for compensation must be supported by reasonable proof of damage, and must be reported to the City within 10 calendar days of the damage.

21.4 The City agrees to ensure the airport authority provides crash gear for the airport personnel as required under FAA regulations and/or NFPA standards.

21.5 The City will continue to purchase new lightweight structural turn out gear that meets NFPA requirements. The City agrees "used bunker gear" will not be issued to employees. The exception to this rule is for temporary use while ordering replacement gear or for cleaning gear.

The City and the Union understand that a serious illness and/or disease can be spread by soiled uniforms. Therefore the City agrees to provide each station with a heavy-duty washer and dryer for laundering uniforms at the stations. The City also agrees to provide each employee with one regular sheet, one fitted sheet and one pillowcase. Each station shall be provided with a supply of dishtowels. The guidelines will be determined by the Chief and addressed in the Standard Operating Procedures.

ARTICLE 22 - PROHIBITION OF STRIKES

22.1 Neither the Union nor any of its officers, agents, or any employee covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, or any intentional interruption of the operations of the City, regardless of the reason for so doing. Any violation of this Article shall subject the violator to the penalties provided for in Sections 447.505 and 447.507, Florida Statutes.

ARTICLE 23 - WORKING OUT OF CLASSIFICATION

23.1 Any member of the bargaining unit who is required to accept the responsibilities and carry out the duties of a position or rank above that which he holds shall be compensated at the higher rate of pay applying to that position while so acting, in accordance with current practice.

23.2 All acting time shall be paid quarterly.

ARTICLE 24 - DUTIES

24.1 Employed as full-time professional firefighters for the City, it will be each member's primary responsibility to provide for the prevention and extinguishment of fires, delivery of emergency medical care and the protection of life and property.

24.2 Employees of the Fire Department shall not be required to perform duties which require the professional licensing of an individual in order to perform a specific job or task with the exception of Emergency Medical Technicians and Paramedics. These tasks or duties must also be of the nature of requiring a specialized training and competence by the licensed individual.

24.3 Employees of the bargaining unit shall not be required to assist in the search for, or removal of, any bomb, reported bomb, explosive, or incendiary device which requires the expertise of an explosives expert. Employees may volunteer for such assignments if they are requested to do so by the explosives expert.

ARTICLE 25 - HOURS

25.1 The normal tour of duty for this Agreement shall be a 24 hour period, from 0730 to 0730, and then off for 48 hours. Under the provisions of the Fair Labor Standards Act, the City has defined the work period as 27 days in length, consisting of 204 hours. For the purpose of the Fair Labor Standards Act, the use of accrued leave shall be counted as time worked.

ARTICLE 26 - INSURANCE

26.1 It is understood that the Union will continue to purchase and administer group medical insurance coverage for members of the bargaining unit, from a qualified carrier of the Union's choice.

26.2 Effective October 1, 1999, and for the balance of contract year 1999-2000, the City will contribute each month to the selected provider, an amount per covered employee up to \$178.36 per individual member and \$191.20 for each member electing dependent coverage. For subsequent contract years, the City agrees to increase or decrease its contribution to the Firefighter's insurance plan by the percentage the City's comprehensive plan is increased or decreased at the City's last renewal. However, in no event will the City pay more than the premium required by the Union's provider.

26.3 It is agreed that City contributions for any new employee will not commence until he has met the same conditions of eligibility that apply to the City-administered plan. It is also agreed that the City shall continue to make contributions of fifty percent (50%) of the employee coverage for all retired members of the bargaining unit.

26.4 It is agreed that monthly contributions to the group medical insurance plan will be paid directly to the qualified carrier or trust fund selected by the Union, based on verifiable enrollment information to be provided by the Union, which specified single or family unit coverage for each member of the bargaining unit. The City agrees to issue the monthly check for group medical insurance as soon as practical after the first pay period of each month.

26.5 In addition to any life insurance coverage required by law, the City agrees to provide \$20,000 of term life insurance for each member of the bargaining unit.

ARTICLE 27 - VACANCIES AND PROMOTIONS

27.1 When a permanent vacancy occurs in any position, it shall be filled within thirty (30) days of the vacancy, or upon a mutually agreed extension of the official severance of the vacating department member from the Fire Department, unless prior written notice is provided to the Union by the City. Filling of all vacancies shall be in accordance with established procedures.

The City and the Union agree the current examination and promotional procedures, as outlined in S.O.G. 3.17, are accepted as part of this agreement and shall not be changed. Any technical changes to the test must be made at least six (6) months prior to the test date. There will be a one-year advance notice of any substantial change to the test.

The following two changes shall be made to the current language in the examination and promotional procedures:

Delete, "a proposed change will be initiated at a later date" from S.O.G. 3.17 C.

Add; should the number one (1) candidate not receive the promotion, the employee shall be advised by the Fire Chief, in person, prior to the promotion being announced.

27.2 To expedite the process of implementing "Advanced Life Support" to the entire city, the Union and City agrees to establish a hiring preference for medics. The Union and City further agree to work with the Medical Director to establish a review process for prospective medics. The number of employees performing the duties of a solo paramedic and/or apprentice paramedic will be established by the Fire Chief.

ARTICLE 28 - PERSONNEL REDUCTION

28.1 Reduction in force by lay-off shall be in order of seniority with the employee with the least seniority being laid off first. Lay-off shall include the right of senior members of the bargaining unit in higher ranked positions to "bump," or roll back members of the bargaining unit in lower classifications who possess less seniority. Recall shall be in reverse order of lay-off and no new employees shall be hired until all members of the bargaining unit on lay-off have been returned or given the opportunity to return to work.

28.2 Notice of recall shall be sent by certified mail or other appropriate manner, to the laid off member, with a copy to the Union, at his last known address. If the member fails to respond within five (5) working days from the date of receiving the notice of recall, signifying his intent to return to work within another five (5) days, he shall be considered to have quit. Recall rights for any member shall expire two (2) years from the date of lay-off.

28.3 Loss of mail by the postal service will extend all aspects of the employee's recall rights, by an amount of time equal to the delay caused by the mail's loss.

28.4 There shall be no reduction in force affecting bargaining unit positions unless prior written notice is provided to the Union.

ARTICLE 29 - GRIEVANCE PROCEDURE

29.1 Any grievance, defined as a claim reasonably based on a violation of the terms and conditions of this Agreement, shall systematically follow the 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.

29.2 Step 1: The aggrieved employee(s) or Union representative shall present a written grievance to their Division Head. Any discussions shall be informal for the purpose of settling differences in the simplest and most direct manner. The Division Head shall reach a decision and communicate same in writing to the aggrieved employee and the Union within 10 calendar days from the date the grievance was presented to him. The written reply shall state the grievance, the decision by the Division Head, and the reason for reaching that conclusion.

Step 2: If it is not settled satisfactorily at Step 1, the aggrieved employee or the Union within 10 calendar days shall forward a final written version of the grievance to the Fire Chief. The Fire Chief shall meet with the aggrieved employee, who may be accompanied by a representative from the Union, within 10 calendar days after receipt of the grievance unless such time is mutually extended in writing. The Fire Chief shall obtain the facts and forward his decision to the aggrieved employee and the Union no later than 10 calendar days following the meeting date.

Step 3: If the grievance is not settled in the second step, the grievant or the Union shall, within 10 calendar days after receipt of the Step 2 decision, present the written grievance to the Personnel Director. The Personnel Director shall investigate the alleged grievance and shall meet with the aggrieved employee within 10 calendar days after receipt of the grievance. The grievant may be accompanied at this meeting by a Union representative. The Personnel Director shall obtain the facts and forward his recommendations to the City Manager and the Union within 10 calendar days after the meeting. The City Manager shall have 10 calendar days to consult with any of the parties involved and render a decision in writing to the grievant and the Union.

Step 4: If a grievance has not been satisfactorily resolved within the grievance procedure, either party may request arbitration. A request for arbitration must be made in writing within 10 calendar days of the decision rendered in Step 3 of the procedure.

The Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of arbitrators. After the panel is received from the FMCS, the representative of the Union, or the employee, as the case may be, and the City shall meet and alternately strike names until one arbitrator remains. The named arbitrator shall be selected as the impartial arbitrator. The

party requesting arbitration shall strike the first name. Prior to this striking of names, either party, the Union or City, may request FMCS to provide another impartial neutral panel from which to choose. Notwithstanding the provisions of this section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceeding.

The arbitrator shall have the jurisdiction and the authority to hear a grievance as defined in this article and to render a decision which is final and binding upon the parties, as required by law. The arbitrator in rendering his decision, shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this agreement or any part thereof or any amendment thereto. Any question concerning arbitrability will be decided by the arbitrator selected to hear the grievance.

Each party shall bear the expense of its own witnesses and its own representatives. The parties shall equally share the expense of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall be responsible for its cost.

29.3 Rules of Grievance Processing:

- A. A grievance must be brought forth as soon as it shall reasonably have become known to exist. In the event a grievance arises, the employee must submit a grievance to his Division Head (Step 1) within 10 calendar days after he has knowledge of this grievance.
- B. The time limit at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- C. The grievance presented at Steps 2 and 3 shall be dated and signed by the aggrieved employee or the grievant's representative presenting it. Any decision rendered shall be presented to the employee and the Union in writing, dated, and signed by either the Fire Chief or the City Manager, as appropriate. In the settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to 30 days prior to the filing of said grievance.
- D. When a written grievance is presented, the City's representative shall acknowledge receipt of it and date thereof in writing.

- E. Grievances not advanced to the higher step within the time limit period shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.
- F. When a grievance is reduced to writing there shall be set forth:
1. A complete statement of the grievance and facts upon which it is based.
 2. The section or sections of this Agreement claimed to have been violated.
 3. The remedy or correction requested.
 4. If the employee decides not to be represented by the Union, any adjustment of the grievance shall not be inconsistent with the terms of this collective bargaining agreement. Further, the Union shall be given reasonable opportunity to be present on any meeting called for the resolution of such grievance.
- G. The parties shall attempt to agree in writing as to the statement of the dispute to be arbitrated prior to the hearing. In the event of failure of the parties to so agree, the arbitrator shall confine his consideration to the written statement of the grievance pursuant to Step 2 of Section 29.1.

ARTICLE 30 - FIREFIGHTERS' PENSION AND RETIREMENT PLAN

30.1 In addition to sums presently being paid by the City as its contribution to the Firefighters' Pension Trust Fund, the City agrees that it will continue to credit employees hired prior to May 9, 1978 with an amount equal to five (5) percent of earnings as a member contribution to the Firefighters' Pension Trust Fund as provided in Section 23-80 (A) (2) of the City of Melbourne Code.

30.2 The City agrees that it will increase its contributions to the Firefighters' Pension Trust Fund in an amount sufficient to allow an increase in pension benefits whereby the definition of average monthly earnings is amended to provide as follows:

Average monthly earnings means one-twelfth of the arithmetic average of annual earnings for the five (5) highest consecutive calendar years of service of the ten (10) calendar years immediately preceding the retirement or termination of a member.

This change will become effective 10/1/88.

30.3 The parties agree that the City shall amend the Firefighters' Pension Trust Fund to provide that the pension multiplier will increase to 3% for a participant who is in the employ of the City on or after October 1, 1995. Additionally, the parties agree that the employee contribution will be 4.75%.

The parties also agree that the City shall amend the Firefighters' Pension Trust Fund to change the normal retirement eligibility for all members to 25 years of service regardless of age or age 62 with any amount of service (provided, however, that those participants employed prior to May 9, 1978, shall continue to be eligible for normal retirement after age 50), and to change early retirement eligibility to age 50 or 20 years of service.

The parties agree that the City shall amend the Firefighters' Pension Trust Fund to create a Deferred Retirement Option Plan (DROP). Each employee will become eligible for the DROP upon their normal retirement date. The DROP will have a maximum of five years participation for each member and shall be similar to the DROP Plan adopted for other City employees.

30.4 The parties agree that the City shall amend the Firefighters Pension Trust Fund Ordinance to provide a new section on "Variable cost of living adjustment" by creating an "ENHANCED BENEFITS ACCOUNT." Each member that is receiving either a normal or early retirement shall receive a supplemental (lump sum) retirement benefit in accordance with the following provisions:

- A. On March 1 of each year the amount available for supplemental retirement benefits shall be determined to be the sum of:
 1. Fifty percent (50%) of the amount by which the Plan's net investment income (gross investment income less all costs associated with the investments) exceeds the Plan's investment objective of an eight percent (8%) yield for the preceding fiscal year, and
 2. Fifty percent (50%) of the amount by which the premium taxes collected and distributed by the State pursuant

to Section 30 - 43 of the Melbourne City Code (hereinafter referred to as "Premium Tax Distribution") exceed 5.6% of covered payroll for the Members during the preceding fiscal year.

The investment objective and the percentage of covered payroll shall hereinafter be referred to as the "Benchmark Rates."

- B. If the sum pursuant to the calculation in (A) above results in a positive amount, said supplemental retirement funds, shall be credited to the Enhanced Benefits Account as of April 1 of each year and used to provide supplemental retirement benefits as follows:
1. Supplemental retirement benefits are only payable to Members retired as of the preceding September 30.
 2. The supplemental retirement benefits balance shall be allocated among the eligible Retirees based upon (a) the number of full months of retirement during the preceding fiscal year and (b) in proportion to the amount of each Retiree's actual monthly retirement benefit.
 3. The amount of the annual supplemental retirement benefit shall be determined by the Pension Trust Fund Board in an actuarially sound manner and shall be limited to the amounts available in the Enhanced Benefits Account.
- C. In the event any undisbursed funds remain in the Enhanced Benefits Account after payment of the annual supplemental benefit such excess shall be carried forward to the next year. The parties agree that any funds carried forward in the Enhanced Benefits Account shall be credited with investment earnings achieved by the Pension Trust Fund attributable to said funds.
- D. In the event that any question regarding the application of these paragraphs arises, the parties agree that the decision of the Firefighters' Pension Trust Fund Board shall control.

ARTICLE 31 - SEVERABILITY CLAUSE

31.1 If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and Employer will meet as soon as possible and agree upon a replacement article or articles.

ARTICLE 32 - BINDING AGREEMENT

32.1 This Agreement shall be binding on the successors and assigns of both parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of ownership or management of either party hereto, by any change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE 33 - EDUCATION

33.1 Tuition Grant Program the Union and the City agree to encourage Firefighters to further their education. The City shall, subject to availability of budgeted funds, provide a grant, in an amount not to exceed the prevailing credit hour rate for either undergraduate or graduate courses, as appropriate, at the University of Central Florida, for any accredited courses not funded by other sources, which have been completed by an employee if the following requirements are met.

- A. The course is a required part of a degree program that is job related.
- B. Approval to attend is obtained by the employee prior to attendance.
- C. A final grade of "C" or better is earned for undergraduate courses.
- D. A final grade of "B" or better is earned for graduate courses.

The costs for books and other fees required or assessed by the educational institution shall be borne by the City up to a maximum of one hundred (\$100) dollars per approved course.

In the event an employee covered by this Agreement leaves the City's employment after receiving a tuition grant for any approved course, the employee will be required to refund to the City a pro-rated amount of the grant. Such refund shall be computed based on the following sliding scale:

Within one year:	100% of grant
Within two years:	75% of grant
Within three years:	50% of grant
Within four years:	25% of grant
After four years:	0% of grant

Approval or disapproval for attendance shall be the decision of the Fire Chief. His decision concerning sub-paragraphs A and B shall be final.

33.2 Where the best interests of the City are served by schooling, seminars, or classes for the employees covered by this Agreement, actual costs incurred shall be borne by the City as approved by the City. The City shall pay meals for all mandatory education and/or certification courses requiring travel in excess of one hundred (100) miles and requiring attendance prior to 8:00 A.M. and requiring attendance later than 5:00 P.M.

33.3 All of this education must be earned while a City employee to receive the above stipulated benefits.

- 33.4
- a) All Certified **Emergency Medical Technicians** (as defined in F.A.C. 64E-2008) will receive a differential of \$1250 per year for this certificate.
 - b) All certified Emergency Medical Technicians who become **EMT I** as certified by the Medical Director shall receive \$1750 per year differential.
 - c) All employees licensed as a **Paramedic** (as defined in F.A.C. 64E-2.009) will receive \$2000 per year differential.
 - d) All licensed **Paramedics receiving Solo status** (as approved by the Melbourne Fire Departments Medical Director) and functioning as a Solo Paramedic will receive \$4,000 per year differential

Differential payments as set forth in subparagraphs a, b, c, & d above shall not be cumulative and each employee shall only receive one differential payment at the highest level for which they qualify.

In addition, the City will pay the biyearly (every two years) recertification fee of Certified Emergency Medical Technicians and Paramedics.

Re-certification training for Emergency Medical Technicians and Paramedics shall be provided on duty. Should the need arise for employees to ride with another agency to obtain the needed experience with advanced life support, such time shall be done on duty as manning permits.

33.5 Job-Related Schooling - Individuals requesting time off to attend a job-related class provided for herein, i.e., EMT/Paramedic, fire technology, will be approved, provided the following conditions are met:

- A. Personnel needing time off to attend approved job-related classes will be required to use a standby. Partial vacation will be approved provided it does not reduce manning of companies below minimum.
- B. The requesting individual will return to duty following the class.
- C. Personnel attending school at the Fire Department's request will not be required to use standby or vacation procedures.
- D. Personnel attending EMT and Paramedic school by their request and at the City's expense, shall be held accountable for completing the course. For those employees that do not complete the EMT or Paramedic course because of failing grades, expulsion, or by not completing the course requirements will be required to reimburse the City the cost of tuition and books for the course.

ARTICLE 34 - VACATIONS

34.1 Twenty-four hour shift employees of the bargaining unit shall be eligible for vacation with pay if they have been in continuous employment with the City on September 30, 1987, in accordance with the following schedule:

One through five years-----Five shifts (120 hours)
Six through nine years-----Six shifts (144 hours)
Ten through fourteen years-----Eight shifts (192 hours)
Fifteen years or more-----Eleven shifts (264 hours)

Vacation leave not taken in any one year may be accumulated as follows:

Under ten years service-----Up to 1,080 hours maximum
Over ten years service-----Up to 2,160 hours maximum

Twenty-four hour shift employees of the bargaining unit hired on and after October 1, 1987 shall be eligible for vacation with pay in accordance with the following schedule:

One through five years-----Five shifts (120 hours)
Six through nine years-----Six shifts (144 hours)
Ten through twenty years-----Eight shifts (192 hours)
Twenty-one years or more-----Eleven shifts (264 hours)

Vacation leave not taken in any one year may be accumulated as follows:

Under ten years service-----Up to 720 hours maximum
Over ten years service-----Up to 1,440 hours maximum

The number of employees allowed off per shift is as follows:

2 Lieutenants
2 Drivers
4 Firefighters

However, the total number of solo paramedics allowed off, in any combination of Lieutenants, Drivers and Firefighters shall not exceed three.

ARTICLE 35 - SICK LEAVE

35.1 Sick leave shall accrue at the rate of 12 hours per month, with no maximum accrual amount. Sick leave shall be charged on the basis of 1 hour for each hour used.

35.2 In the event that sick leave is required for personal illness, the employee shall notify his duty station at least one-half hour prior to his required starting time.

35.3 Sick leave becomes effective upon the completion of one month's employment.

35.4 All sick time accumulated prior to the effective date of this Agreement shall be retained by the employee.

35.5 Sick leave shall be charged only against an employee's regular work day, and shall not be charged for absences on pre-arranged overtime work and unscheduled call-in overtime work days. Sick leave, once taken, may not be converted to vacation leave.

35.6 Employees with a sick leave accumulation of two hundred forty (240) hours or more may convert twenty-four (24) hours of sick leave to twenty-four (24) hours of vacation leave once per quarter as long as no sick leave has been used during that quarter. For the purpose of this article, the first quarter starts on October 1 and ends on December 31.

35.7 Any employee covered by this Agreement who works a full year and does not use any sick leave within that period (October 1 through September 30) will be allowed to convert an additional twenty-four (24) hours of sick leave to twenty-four (24) hours of vacation leave.

ARTICLE 36 - UNUSED SICK LEAVE

36.1 If a member dies while an active member of the Fire Department, his beneficiary or estate will receive compensation for all hours of unused sick leave at his current hourly rate of pay.

36.2 An employee shall be entitled to receive terminal leave pay upon his retirement for a period of time equal to 1/2 of such employee's unused, accumulated sick leave at his current rate of pay. Retirement is defined as an employee's termination from City employment for retirement under the provisions of the Melbourne Firefighters' Pension Trust Fund.

ARTICLE 37 - MANAGEMENT RIGHTS

37.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City, provided that actions taken by the City are not in conflict with the provisions of this Agreement.