

**AGREEMENT**

**Between**

**THE CITY OF MELBOURNE, FLORIDA**

**and the**

**INTERNATIONAL ASSOCIATION**

**of**

**FIREFIGHTERS – LOCAL 1951**

**October 1, 2008 through September 30, 2011**

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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), PRECEPTORS/FIELD TRAINING OFFICERS AND TRAINING CAPTAINS.

EXCLUDED: FIRE CHIEF, ASSISTANT FIRE CHIEFS, BATTALION CHIEFS, FIRE MARSHALS, INSPECTORS, 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, member of the Union Executive Board, or a designee of the Executive Board may attend the Council meeting, while on duty and without loss of pay, with prior 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 mandatory employee contributions as well as voluntary contributions of accrued vacation leave by the employees and will be administered in the same manner as comp time. Mandatory contributions shall be conducted in a semi-annual cycle with one half (1/2) of an employees single pay period vacation accrual contribution into the Union Time Pool. Semi-annual contributions shall occur in the first pay periods in the months of April and October. All unused Union Time Pool hours are considered revolving and shall carry forward into subsequent years.

New employees with less than six (6) months continuous service shall be exempt from the mandatory contribution and shall begin their contribution at the next scheduled contribution cycle. Should the Union Time Pool exceed one thousand (1000) hours, then the next mandatory contribution cycle shall be foregone and the cycle shall commence again only

after the bank balance falls below five hundred (500) hours. Employees approved off utilizing the union time pool shall be limited to two (2) personnel per shift. The union will work with the Chief to minimize overtime caused by the utilization of the union time pool.

6.4 Should a member of the Bargaining Unit, serving in an official capacity, with a City/Municipal Board or on a standing committee need time off to perform official duties or attend a meeting, such time off shall be without loss of pay and benefits nor shall the time be charged against the union pool.

#### 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 a Policies & Standard Operating Guidelines (SOG) Committee established in the City of Melbourne Fire Department which shall consist of six members. Three members shall be appointed by the Union and three 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 two years from its issue date shall become obsolete. Copies of all understandings shall be furnished to the City Manager for his review prior to implementation.

9.2 The City agrees to compensate employees serving in the following committees with compensatory time for all scheduled meetings:

- Labor/Management Committee
- Quality Assurance Committee
- Safety Committee
- S.O.G. Committee

#### 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.

10.4 The City agrees to continue the current practice of excusing employees from duty, with no loss of pay or benefits, at 1930 hours the day prior to their summonsed jury duty.

#### ARTICLE 11 - HOURS OF WORK AND OVERTIME

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. Authorized overtime will be paid in quarter hour increments; each quarter hour will be computed once more than 1/2 of each quarter of one hour has been worked.

11.2 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.

11.3 To ensure the safety of the public as well as the employees, bargaining unit employees shall have 12 consecutive hours of rest in a 72 hour period. Furthermore, employees of the bargaining unit shall not be required to work more than forty eight (48) consecutive hours (scheduled).

11.4 In the event of a declared civil emergency, within the constraints of Article 37.3, employees of the bargaining unit shall not be worked in extreme conditions for more than twenty four (24) hours without a rest period. If at all possible, rest periods should be at least eight (8) hours in length before reassignment to response in extreme conditions.

### 11.5 Emergency Operations Policy

Emergency Operations Policy: When an emergency is declared by the City Manager or his designee, whether related to weather, a natural disaster, a civil crisis, or any other matter designated as an emergency and City Hall is closed as a result thereof, bargaining unit personnel shall be required to work as deemed necessary. Based on the significance of the emergency, expectations for duty including reporting requirements before, during, and after the emergency will be determined and communicated by the Fire Chief or his designee. It is agreed upon that all bargaining unit members are vital members of the City staff and as such are deemed essential personnel to the City during the declared emergency. All bargaining unit members will be paid per the following pay and reporting policy:

1. Certain bargaining unit personnel may be required to work before, during, and after the emergency.
2. Bargaining unit personnel shall be advised of their reporting requirements 24 hours in advance when practical to prepare for duty.
3. All bargaining unit personnel are responsible to remain in contact with their supervisor to assess their responsibilities once an emergency is declared. Failure to do so may result in disciplinary action.
4. Bargaining unit personnel who are required to work shall report for duty as advised by the Fire Chief or his designee.
5. Except as provided in paragraphs 10 and 12 below, bargaining unit personnel shall be paid straight time for their designated work schedule/shift if they are not required to work.
6. Bargaining unit personnel who work during the declared emergency shall be paid at 2 ½ times their regular hourly rate for work performed during their designated work schedule/shift and shall be paid at 1 ½ times their regular hourly rate for work performed outside their designated work schedule/shift.
7. Bargaining unit personnel who have pre-scheduled leave prior to the declaration of an emergency shall contact their supervisor to determine the status of such leave. Bargaining unit personnel on pre-approved leave who are not out of the area and are available to work may be required to report to work. Each situation of pre-approved leave shall be considered based on the reasons prior to the personnel being asked to report back to work. Bargaining unit members on pre-approved leave who are not required to report to work will record their time off as leave time.
8. Bargaining unit personnel who call in sick during a declared emergency and sick leave is approved shall have their sick leave balance reduced in accordance with their regularly scheduled hours.
9. The Fire Chief or his designee has the sole discretion to excuse a bargaining unit member from work during an emergency for a pre-determined time frame based on family situation or personal hardship. The affected employee shall submit a memorandum outlining the hardship or family situation and requesting the use of leave

during the declared state of emergency. As having adequate staff is essential, such leave must be approved in advance. Some special situations that may be considered are:

- a. Both parents are bargaining unit members and they have young children at home.
  - b. The employee is caring for an elderly or special needs person and no other person is available to take over the care giver responsibilities.
  - c. Single parent families where there is no other person available to take care of the employee's children. This includes families where one parent is in active military status stationed outside Brevard County.
10. Following a declared emergency, bargaining unit personnel shall return to their regularly scheduled hours.
11. If an employee is unable to return to work following a disaster, the Fire Chief shall assess the reason for absence, determine if leave will be granted, then determine if the absence will result in disciplinary action.
12. This Emergency Operations Policy shall not apply on weekends or holidays when City Hall is normally closed.
13. Bargaining unit personnel understand that violations of this policy may result in disciplinary action.

#### 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 the employee arriving at his or her duty station to pick up necessary personal protective equipment, 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. (see Article 11.2)

## ARTICLE 14 – BEREAVEMENT 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 outside the State of Florida to attend a funeral, 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 employee, half-brother, half-sister, step-brother, step-sister, step-parents, grandchildren, mother, father, brother, sister, grandparents, grandparents of the employee's spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law; and legal guardians.

If required by the Fire Chief, the employee shall provide proof of a death in family as defined in this article, prior to approval of compensation (i.e. death certificate or obituary).

## 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 a designated alternate location. 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.
  - (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) A copy of the chain of custody form shall be retained in the employee's permanent medical file.
  - (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. This test is paid for by the employee if the second test is positive. 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. 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 vacation, then sick leave, or a leave of absence without pay if vacation and sick leave are exhausted. Those employees who successfully complete a rehabilitation program will be subject to re-testing as described in F.S. Florida Drug Free Act 112.045, 7.d as follow up to said program on a quarterly, semi-annual or annual basis for up to 2 years. However, when circumstances warrant, the City reserves the right to impose appropriate disciplinary action.
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. Testing will also occur when an employee is involved in a workplace vehicle accident. This automatic testing will be limited only to the driver of the vehicle.

5. Employees who are using a drug lawfully prescribed by a physician are encouraged to notify the Employee Health Nurse of that situation. In the event that a prescribed drug causes a positive drug screen, the employee shall provide the Employee Health Nurse with the prescription for further consultation with the Medical Review Officer.
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" shall be consistent with the Confirmation Levels as outlined in Florida Administrative Code 59A-24-006-5.3.f.1 as amended.

## ARTICLE 16 - HOLIDAYS

16.1 The following holidays are those recognized and observed:

- (1) New Year's Day (1<sup>st</sup> of January)
- (2) Martin Luther King, Jr., Birthday (3<sup>rd</sup> Monday of January)
- (3) President's Day (3<sup>rd</sup> Monday in February)
- (4) Labor Day (1<sup>st</sup> Monday in September)
- (5) Memorial Day (last Monday in May)
- (6) Independence Day (4<sup>th</sup> of July)
- (7) Veteran's Day (11<sup>th</sup> of November)
- (8) Thanksgiving Day (Nationally recognized holiday)
- (9) Day After Thanksgiving
- (10) Christmas Eve (24<sup>th</sup> of December)
- (11) Christmas Day (25<sup>th</sup> of December)

and any other holiday declared by the City Council.

Effective October 2009 the City and the IAFF agree to increase the vacation accrual rate by sixteen (16) hours per holiday for a total of thirty two (32) hours per year for shift employees, and increase the vacation accrual rate by eight hours per holiday for a total of sixteen (16) hours per year for non-shift employees, and decrease the holiday schedule by two (2) days, Presidents Day and Veterans Day.

16.2 In addition to their regular pay,

A. Shift employees not scheduled to work on a holiday, and who do not work, will receive 12 hours straight time pay for the holiday.

B. Shift 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. Shift 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.

D. Non-shift employees shall be compensated in accordance with the City's Policies and Procedures.

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 - DISCIPLINE AND DISCHARGE

18.1 Whenever a bargaining unit employee is questioned by Management in connection with any matter in which an employee may be subject to disciplinary action based on his response to the questioning, the employee may request Union representation during the questioning.

18.2 An employee requesting Union representation is responsible for contacting the appropriate representative and obtaining the representative's attendance at the meeting.

18.3 The City will delay questioning an employee who requests Union representation for a reasonable time to allow for obtaining a Union representative.

#### 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 maintain the current minimum-manning levels as indicated below. However, recognizing the impact the current fiscal situation has on the City and Department budget the City and Union agree to reduce the staffing at Station 73 by one (1) person. This reduction will be effective October 1, 2009 and the option shall expire on September 30, 2011 or ratification and approval of the contract commencing October 1, 2011, whichever is later.

The City and the Union agree that the current minimum station staffing of one (1) Lieutenant, one (1) Driver/Engineer, and two (2) Firefighters is the base for day to day operations with the exception being Station 73, and may need adjusting from time to time based on the actual equipment that is available due to regular maintenance or repair as a result of accidents and or equipment failure. The parties agree additional equipment may need to be placed in service within the life of this agreement.

If during the term of this contract the City establishes and funds an additional station, that station will be manned with four (4) additional employees (1 Lieutenant, 1 Driver/Engineer, and 2 Firefighters).

In the event the City designates ALS engines, the City agrees that said engines shall be manned by a minimum of three (3) personnel.

1. All engine companies shall operate with a minimum of four (4) personnel except for the engine company assigned to Station 73 (Airport) which will have a minimum of three (3) personnel.
2. All Stations shall operate with a minimum of Engine Company.
3. All Truck Companies shall operate with a minimum of three (3) personnel. If an Aerial device is permanently placed in a fire station in lieu of an Engine, said Aerial device shall be manned with the minimums commensurate with an Engine Company.
4. All one-piece Engine Companies (operating as the second Engine in a station) shall operate with a minimum of three (3) personnel.
5. All Squads/Rescues (not part of a two-piece Engine Company) shall operate with a minimum of two (2) personnel.
6. All Airport Crash Units (operating as part of a multi-equipment Crash/Engine Company) shall operate with one (1) Driver/Engineer. In addition, the Crash Units will be backed up by at least one Engine Company with a minimum of three personnel consistent with 19.1, paragraph 4, section 1, above. It will be the intent of this provision to have at least one Lieutenant on the Crash Units when possible. When that is not possible, a chief officer will assume command functions.

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, specifically, the firefighter safety standard (two in, two out) as it relates to the number of personnel assembled at the scene of a structure fire prior to engaging in interior structural fire fighting. Therefore, the City agrees to establish standard operational procedures and commit to diligently work towards compliance, ensuring the highest level of service to our citizens.

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 utilized at a reduced capacity of three (one Lieutenant, one Driver/Engineer, and one Firefighter) until the City's required manning level has been restored. It is further understood that should this reduction in manpower extend beyond four (4) hours, mandatory overtime shall be used to restore the minimum manning during the hours of 07:30 a.m. and 12:00 a.m. Overtime may be used to restore minimum manning during the hours of 12:00 a.m. and 7:30 a.m.

#### 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 and socks. The City shall provide and maintain the quantity of the following uniform items for each employee covered by the terms of this agreement.

Two dress short sleeve shirts	One Gym Shorts
Three uniform pants	One Sweat Pants
One Sweat Shirt	One Long Sleeve Dress Shirt
Five two-button collared golf shirts	One Dress Pants
One job shirt	One Tie
One leather belt	One Badge
One set of Collar Brass	One Winter Coat
One pair of Work Shoes/Boots	One Traffic Vest
One High Visibility Parka	

All items above and one fitted sheet, one flat sheet and one pillow case shall be issued to all new hires and replaced as needed. However, employees may elect to purchase their own sheets and pillow case and receive reimbursement in the amount equal to the cost paid for such City-provided items.

Employees covered by the terms of this agreement may purchase work shoes/boots with the cost reimbursed up to the actual cost of the work shoes/boots issued by the City provided the shoes/boots purchased by the employee meet or exceed the standard of the City issued shoes/boots.

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 and leather turnout boots that meet NFPA requirements when replacement is required to reduce fatigue and stress thereby increasing the productivity of fire fighters. 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.

## 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 rate of \$2.20 per hour 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.

24.4 Employees who are required to use their personal vehicle for City business or travel in the course of their employment shall receive reimbursement for such use at the applicable current rate pursuant to the City's travel policy. Such reimbursement shall be paid quarterly. Employees temporarily reassigned to a different station for more than two shifts (forty-eight hours) shall report to the reassigned station and will not be allowed travel reimbursement for the duration of that temporary assignment.

## ARTICLE 25 – COMMUNITY ITEMS

25.1 The City and the Union agree to provide each Station with the items listed below:

- Refrigerator
- Washer and Dryer
- Beds
- Stove
- Lockers for clothes and bunker gear
- Television
- Microwave oven
- Dishwasher
- Recliners

## ARTICLE 26 - INSURANCE

26.1 The parties agree the members of the bargaining unit will be covered by the City's Group Health Insurance Plan, and the City will contribute to this coverage at the same rate as general employees and retirees.

26.2 Effective April 1, 2010, the City will make monthly contributions toward standard health insurance coverage for retirees at the rate of 2% per year of service with the City up to a maximum of 50%. Said City contribution toward retiree health insurance coverage shall be paid until the retiree reaches normal Medicare age.

26.3 In addition to any life insurance coverage required by law, the City agrees to provide a minimum of \$25,000 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 bargaining unit position above that of a firefighter, 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 as amended by this contract.

The City and the Union agree the current examination and promotional procedures for filling vacant Driver/Engineer and Lieutenant positions, as outlined in Melbourne Fire Department Operation Policies Policy 1006 dated June 2007, are accepted as part of this agreement and shall not be changed arbitrarily.

Should the number one (1) candidate not receive the promotion, the employee shall be advised by the Fire Chief or his designee, in person, prior to the promotion being announced.

27.2 To expedite the process of implementing and maintaining "Advanced Life Support" to the entire city, the Union and City agrees to establish a hiring preference for Paramedics. The Union and City further agree to work with the Medical Director to establish a review process for prospective Paramedics.

## 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.

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 the Assistant Chief of Operations. Any discussions shall be informal for the purpose of settling differences in the simplest and most direct manner. The Assistant Chief of Operations 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 Assistant Chief of Operations, 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 Manager. The Personnel Manager 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 Manager 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 the Assistant Chief of Operations (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 Increase the pension multiplier from 3.0% to 3.25% effective October 1, 2008 for all new retirees on or after that date. The unfunded actuarial liability for all members is to be paid from a one time initial payment from the Enhanced Benefit Account (EBA) based on information obtained from the February 6, 2008 actuarial impact analysis by Freiman Little Actuaries. In addition to the use of EBA funds, certain premium tax funds that are currently unallocated shall be designated for use by the Pension Plan to reduce the accrued liability associated with this benefit increase. The use of unallocated premium tax will reduce the amount of EBA funds needed to pay the balance of the unfunded actuarial accrued liability. The annual cost of funding this benefit improvement shall be paid by increasing the employee's contribution by 1.25%; said increase shall be added to the current 4.75% for a total contribution by the employee of 6.0% effective the first paycheck in April 2009. However, members who retired including those who entered the Deferred Retirement Option Program (DROP) on or after October 1, 2008 and who received a sick and/or vacation leave distribution shall pay the additional 1.25% employee contribution (for a total of 6.0%) on those sick and vacation leave distributions.

The 6.0% employee contribution rate shall be set for three years. For the fiscal years beginning October 1, 2011 and October 1, 2014, there shall be an actuarial valuation to recalculate the cost of this benefit improvement. Up to 50% of the unallocated premium tax (State) funds shall be used to offset the employee's contribution and up to 50% of the unallocated premium tax (State) funds shall be used to offset the employer's contribution for this multiplier increase.

30.3 To the extent sufficient funds are available in the EBA, five (5) years after retirement the monthly supplemental benefit shall be increased by fifty percent (50%) (Note: from \$5.00 to \$7.50) Should insufficient funds be available in the EBA to pay both the increased supplement and the variable cost of living adjustment, then the monthly supplement shall be

paid first and the funds remaining in the EBA shall be used to provide the variable cost of living adjustment on a pro rata basis.

### 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 to bargaining unit members excluding DROP participants in an amount not to exceed the prevailing credit hour rate for undergraduate courses, as appropriate, at the University of Central Florida and two-year degree programs, as appropriate, at the Brevard Community College rate, 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 or is a Paramedic certification class.
- 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.
- E. For the paramedic certification class the employee must become a State Certified Paramedic.

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 fifty (\$150) 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 following the completion of the course:

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

In the event an employee covered by this Agreement is involuntarily laid off, the reimbursement requirements above shall be waived.

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 accordance with established City policy.

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

In addition, the City will pay the biannual (every two years) re-certification fee for Certified Emergency Medical Technicians and Paramedics.

Re-certification training for Emergency Medical Technicians and Paramedics shall be provided by the City.

33.4 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 or partial vacation. Partial vacation will be approved pursuant to the provisions of Article 34.
- 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 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 Paramedic course because of failing grades, expulsion, or by not completing the course requirements by the end of

the regular class schedule will be required to reimburse the City the cost of tuition and books for the course.

33.5 The City and the Union agree to implement a series of re-occurring fire suppression classes covering subjects such as tactics and strategies, incident command, confined space rescue, vehicle extrication, pump operator, etc. The City further agrees to, whenever possible, provide college-level courses at the training facility to allow more employees the opportunity to attend.

#### ARTICLE 34 - VACATIONS

34.1 Twenty-four hour shift employees of the bargaining unit shall be eligible for vacation with pay in accordance with the following schedule:

One through five years-----	Six shifts	(144 hours)
Six through nine years-----	Seven shifts	(168 hours)
Ten through fourteen years---	Eight shifts	(192 hours)
Fifteen years or more-----	Eleven shifts	(264 hours)

Effective October 2009 the City and the IAFF agree to increase the above vacation accrual rate by thirty-two (32) hours per year and decrease the holiday schedule by two days, Presidents Day and Veterans Day.

Employees with under ten years of service may accrue up to a maximum of 1080 hours of vacation leave. Employees with ten or more years of service may accrue up to a maximum of 1500 hours of vacation leave.

Firefighters with more than 1500 hours of accrued vacation leave as of the date of ratification shall be allowed to exceed the 1500 hours maximum. These individuals shall not exceed a maximum of 2160 hours. In the event their vacation balance is reduced to less than 1500 hours, then the 1500 hour maximum shall apply.

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

- 2 Lieutenants
- 2 Drivers
- 3 Firefighters

Employees may elect to schedule vacation leave for six (6) hours or twelve (12) hours for job related school. In the event a class is cut short or cancelled beyond the employee's control the employee may return to work and only be charged for the time actually taken. Vacation requests for six (6) or twelve (12) hours shall be submitted on the appropriate forms and require no less than seventy-two (72) hours notice prior to the day leave is requested.

Employees shall be allowed to schedule vacation up to ninety (90) days prior to the actual time off with the exception of extended leave requests or travel out of the country which will be allowed one hundred and eighty (180) days prior approval.

34.2 Non-shift employees will accumulate vacation leave in accordance with the following schedule:

One through five years	80 hours
Six through nine years	96 hours
Ten through fourteen years	120 hours
Fifteen years or more	176 hours

Effective October 2009 the City and the IAFF agree to increase the above vacation accrual rate by sixteen (16) hours per year and decrease the holiday schedule by two days, Presidents Day and Veterans Day.

34.3 Non-shift employees shall accrue compensatory leave in accordance with the City's Personnel Policies and Procedures. Twenty-four hour shift personnel shall accrue a maximum of 120 hours of compensatory time.

34.4 One time per calendar year employees may cash out up to one-half of their current annual accrual at the employee's then current rate of pay, provided that the resulting accrued vacation leave balance after the buyback will remain greater than 140 hours.

#### ARTICLE 35 - SICK LEAVE

35.1 Sick leave shall accrue at the rate of 12 hours per month for 24 hour shift employees with a maximum accrual of 1008 hours. Non-shift employees shall accrue leave at the rate of 8 hours per calendar month, or 96 hours per year, up to a maximum of 720 hours. Sick leave shall be charged on the basis of 1 hour for each hour used. Once the maximum accrual is reached, members shall be paid for one-half (50%) of the accrued hours in excess of 1008 hours (720 hours for forty hour a week employees). The payment will be made at the employee's applicable rate of pay and will be made no later than the fifteenth of December.

35.2 In the event that sick leave is required for personal illness, the employee shall notify the Battalion Chief at least one 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 shift 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.

Any non-shift 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 eight (8) hours of sick leave to eight (8) 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.

37.2 Except as provided in this Agreement, management officials of the City retain the rights, in accordance with applicable laws, regulations, and provisions of the Personnel Rules and Regulations which are not in conflict with this Agreement, which 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 in positions with the City.
- C. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- D. To relieve employees from duties because of lack of work, funds, or other legitimate reasons.
- E. To maintain the efficiency of the operations of the City.
- F. To determine the methods, means, and personnel by which such operations are to be conducted.

- G. Organization of City government.
- H. The number of employees to be employed by the City.
- I. The number, types, and grades of positions or employees assigned to an organizational unit, department, or project; provided, however, that ranks and positions existing within the bargaining unit upon the effective date of this Agreement will remain in effect throughout the duration of this Agreement.
- J. Internal security practices.
- K. Those matters covered by the Personnel Regulations.

37.3 If, in the sole discretion of the City Council, 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 monetary fringe benefits shall not be suspended.

37.4 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and employees, at the discretion of the City, may be required to perform duties not within their job descriptions within the Fire Department, provided those duties are reasonably connected to carrying out the mission of the Fire Department.

#### ARTICLE 38 - INJURY BENEFIT

38.1 The City agrees that in the event of an on-the-job-injury to a bargaining unit employee, said member will be carried at full pay on the rolls of the Fire Department, and the time lost as a result of an on-the-job injury will not be charged against any existing sick leave time for the first 7 calendar days.

#### ARTICLE 39 - WAGES AND DIFFERENTIALS

39.1 Effective upon ratification covered employees shall advance one step in their respective salary schedule retroactive to the first paycheck in April 2009.

All employees who are promoted to a higher rank will receive a salary increase to the minimum for that rank. If the minimum pay step in the new rank results in less than a two-step pay increase for the employee in their current salary, the employee shall be placed in a step which equals a minimum two-step increase. Employees promoted to a day position will receive a two-step differential which is forfeited if an employee returns to a 24-hour shift schedule.

39.2 Employees who are at the top of their respective pay grade and who have completed at least fourteen years of service in the Combat Division of the Fire Department shall receive an annual longevity pay bonus in accordance with the following schedule:

14 years to 18 years of service	\$ 500.00
19 years to 23 years of service	\$1000.00
24 years of service and above	\$1500.00

39.3 Employees who have earned a Fire Technology Certificate through Brevard Community College or through a program which contains similar curriculum and contact hours shall advance one step above the step they would fall into based on their time in rank. Employees who have earned an Associate Degree in Fire Science beyond the Fire Technology Certificate shall advance one additional step. The parties agree that completion of any seven of the Fire Technology classes in the Associate Degree in Fire Science shall be the equivalent of a Fire Technology Certificate. Employees who have earned an Associates Degree in Emergency Medicine (EMS) shall advance two steps in lieu of the Fire Technology Certificate and Fire Science Degree. The intent of this article is to provide a maximum two-step increase for education.

Employees licensed and performing the duties of a solo paramedic and while assigned as a preceptor or fire instructor shall receive an incentive pay of \$100.00 per month. The selection and number of preceptors will be made by the Fire Chief and the Medical Director.

39.4 Effective the first pay check in April 2010 employees shall advance one step in their respective salary schedule.

39.5 Effective the first pay check in April 2011 employees shall advance one step in their respective salary schedule.

39.6 All licensed Paramedics achieving Solo status, as approved by the Melbourne Fire Department's Medical Director, and functioning as a Solo Paramedic shall receive an incentive in accordance with the following schedule:

0 years service through 2 completed years service	= \$4000
2 years service through 4 completed years service	= \$4500
4 years service through 6 completed years service	= \$5000
6 years service through 8 completed years service	= \$5500
8 years service through 10 completed years service	= \$6000
10+ years service	= \$6500

Effective October 1, 2005, employees shall be placed into the appropriate schedule based on their years of Solo Paramedic service on that date. Employees shall advance through the schedule as applicable each year on October 1<sup>st</sup> based on years of service as of that date.

Paramedics with previous experience as a Solo Paramedic in a similar service may be slotted in the previous schedule based on a factor of fifty percent for each full year of completed service as determined by the Fire Chief.

39.7 The Union and the City agree that to effectively provide ALS service to the citizens of Melbourne a minimum number of Solo Paramedics is needed. This number will be determined by multiplying the number of ALS permitted vehicles being manned within the Fire Department as follows: For the first five (5) ALS permitted vehicles, the multiplier shall be six (6). For any

additional ALS vehicles, the multiplier shall be four (4). As the number of manned ALS permitted vehicles may change from time to time so will the required number of Solo Paramedics. A Solo Paramedic may at his discretion drop his Solo status so long as the number of Solo Paramedics on staff is above the minimum as determined by this contract.

In the event a Solo Paramedic requests to drop his Solo status and the number of Solo Paramedics is at or below the minimum a panel of four (4) Melbourne Fire Department employees shall be convened. This panel shall consist of the Asst. Chief of EMS, the Training Coordinator, or one other Asst. Fire Chief, and two Solo Paramedics chosen by the Union. The panel will hear the employee's case and determine by a majority vote as to whether the employee may drop his Solo status. In the event of a tie, a written summary of the case shall be presented to the Medical Director for his determination. The panel's decision will be final and may not be contested.

In the event the Department's Medical Director directs the Asst. Chief of EMS to remove the Solo status of an existing Solo Paramedic the Asst. Chief of EMS shall convene the above-mentioned panel to hear the employee's side of the issue(s). If by majority vote the panel decides the Medical Director's decision is warranted, the employee's Solo status will be suspended. Any suspension of Solo status shall be accompanied by a plan set forth by the Medical Director for the employee to regain his Solo status.

If by majority vote the panel decides the Medical Director's decision is not warranted, the Asst. Chief of EMS shall work with the Medical Director to work towards an acceptable solution to address the issue(s) in concern.

The City agrees to continue encouraging its existing employees to attain Paramedic training, and will continue the practice of paying tuition for the Paramedic program up front as well as recruiting paramedics. The City will continue the practice of allowing employees time off from work, without loss of pay and/or benefits, to attend class and labs for Paramedic training. Employees shall be required to maintain their Solo Paramedic status for a period of six (6) years to fulfill their obligation in relation to any pre-employment stipulation or agreement to obtain their Paramedic certification and Solo status.

39.8 In the event an employee is no longer providing EMT, EMT-I, Paramedic or Solo Paramedic service the employee's salary/incentive shall be adjusted accordingly.

ARTICLE 40 - DURATION OF AGREEMENT

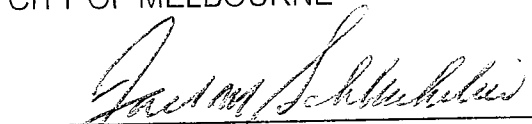
40.1 This Agreement shall be effective as of October 1, 2008, and shall remain in full force and effect until September 30, 2011.

40.2 This Agreement is accepted as the total contract between the City of Melbourne and Local 1951, International Association of Firefighters, and is recognized to include all previous Memoranda of Agreement.

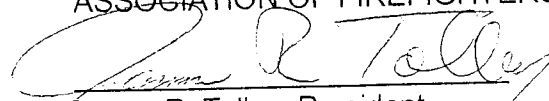
40.3 Negotiations may be opened by either party 90 days prior to September 30, 2011. At least 120 days prior to the expiration of this agreement, the parties will meet to discuss conceptual goals, proposals, and ground rules in preparation for negotiations.

40.4 In accordance with the provisions of Florida Statutes, Chapter 447, should the City fail to appropriate sufficient funds to support this contract, the parties shall meet to bargain over the impact on affected parts of the agreement.


CITY OF MELBOURNE

  
\_\_\_\_\_  
Jack M. Schluckebier, City Manager  
DEC 17 2009

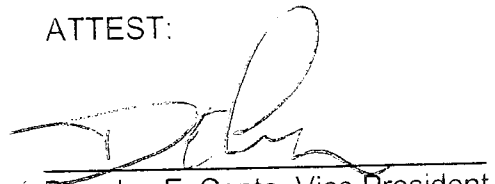
LOCAL 1951, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

  
\_\_\_\_\_  
James R. Tolley, President

ATTEST:

  
\_\_\_\_\_  
Cathleen A. Wysor, City Clerk

ATTEST:

  
\_\_\_\_\_  
Douglas E. Conte, Vice President