



**AGREEMENT**

**Between**

**THE CITY OF MELBOURNE, FLORIDA**

**and the**

**INTERNATIONAL ASSOCIATION**

**of**

**FIREFIGHTERS – LOCAL 1951**

**October 1, 2018 through September 30, 2021**

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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,  
AND TRAINING CAPTAINS.

EXCLUDED: ALL OTHER STAFF ASSIGNED TO THE FIRE DEPARTMENT.

ARTICLE 3 - EMERGENCY VACATION LEAVE DONATIONS

3.1 The parties agree to continue the policy of allowing members to make voluntary contributions of accrued vacation leave in accordance with City policy 8.12 with the exception that bargaining unit members that are shift employees may contribute 56 hours (1 week) to a fellow shift employee. For the purposes of this article:

A. Personal Injury or Illness: Firefighters absent from work due to a personal injury or illness as supported by a physician's note may receive up to 672 hours (12 weeks of leave) donated within any 12 month span beginning the first day of leave after their personal leave balances have been exhausted.

B. Workers Compensation Injury or Illness: Firefighters absent from work due to a workers compensation injury or illness may receive donated vacation leave to supplement their workers compensation leave pay after their personal leave balances have been exhausted. In total, such absence from work may not exceed twelve (12) consecutive months consistent with Article 38.2 – Injury Benefit.

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 submit a request form to the Payroll Division. 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, military status, 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 continue the established time pool to allow union members, acting in an official capacity, time off duty. The time pool may be used for Union business upon approval by the Union President or designee. The Union will continue to account for the use of the union time pool and issue a report on such use to the membership on a quarterly basis. The Union will work with the Chief to minimize overtime caused by the utilization of the union time pool.

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. No shift exchanges will be approved to accommodate use of the union time pool when the number of employees off that shift exceed six (6).

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 time pool.

6.5 The City agrees to provide Administrative Leave for Pension Board Members who will be attending Pension Trustee Schools and/or other educational seminars.

#### 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 monthly at mutually agreeable times. 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. New or revised documents from (SOG) committee meetings shall be presented to the Union for review prior to implementation. Copies of all understandings shall be furnished to the City Manager for his review prior to implementation. All memoranda not incorporated in the standard operating guidelines within two years from its issue date shall become obsolete.

9.2 No policies or procedures will be implemented without prior notification to the Union.

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

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

Employees serving on the Quality Assurance Committee receiving preceptor pay will not receive compensatory time for attending scheduled meetings in that quarter.

## 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 An employee summoned to perform jury duty during his normal working hours shall be granted leave with pay for the time he is absent from work as a result of fulfilling his jury duty obligation. An employee who is released from jury duty prior to the end of his normal shift shall be required to report to his work site immediately after release.

## ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.1 The hours of work and overtime pay will be administered in accordance with the Fair Labor Standards Act (FLSA).

11.2 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 in accordance with 11.3. Authorized overtime will be paid in quarter hour increments; each quarter hour will be computed once seven minutes of the quarter hour has been worked.

11.3 The normal tour of duty for this Agreement shall be a 24 hour period, from 0730 to 0730, and then off for 48 hours. The City has defined the work period as 14 days in length, consisting of 106 hours, to begin at 0000 hours on Saturday and conclude after 14 days at midnight. The use of accrued sick leave shall not be counted as time worked for the purpose of payment for overtime. All hours worked in excess of 106 hours within a 14 day work period shall be compensated at 1½ times the basic rate of pay, and all hours worked up to and including 106 hours shall be compensated at straight time.

11.4 To ensure the safety of the public as well as the employees, no unit member shall work in excess of sixty (60) hours in a seventy-two (72) hour period at any employment. A twelve (12) hour consecutive break must occur prior to returning to shift after completion of sixty (60) hours worked. Furthermore, employees of the bargaining unit shall not be required to work more than forty eight (48) consecutive hours (scheduled).

11.5 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.

Emergency Operations Policy: When a state of local emergency is declared, whether related to weather, a natural disaster, a civil crisis, or any other matter designated as an emergency, 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. 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 paragraph 10 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. Bargaining unit personnel understand that violations of this policy may result in disciplinary action.

11.7 Bargaining unit members deployed to other locations outside the City for emergency support shall be paid time and one half for hours worked beyond the normally scheduled work hours and at their regular hourly rate for hours worked during their regularly scheduled shift.

## 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 106 hours within a 14 day period 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 Two employees may exchange shifts upon getting the necessary approval of the Fire Chief or his designee. Such exchange of shifts shall occur within a ninety (90) day period. Shift exchanges related to out of the country travel may be extended to one hundred eighty (180) days with prior approval of the fire Chief or his designee.

Shifts will be charged to the employee scheduled to work the trade if they do not show up for work or cancel at the last minute. 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.

14.3 In the event of a death in the immediate family of Light Duty bargaining members, the employee shall be granted 3 business days off with pay. In the event that the employee must travel outside the State of Florida to attend a funeral, up to 5 business days will be granted with no loss of pay.

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 or alcohol.

To allay public concerns regarding the use of alcohol, 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 to adhere to the City's Drug-Free Workplace Policy adopted by City Council on July 26, 2011 (Section 12.11 of the Personnel Policy Manual) which is in compliance with Section 440.102, Florida Statutes. An annual physical examination will be given to all members of the bargaining unit which will include a drug/alcohol test. Failure to submit to such testing or provide a sample within a reasonable time period (three hours from the first failure to test) is considered a positive test.

15.2 Employees who refuse to comply with the provisions of this Article may be subject to disciplinary action, up to and including dismissal, subject to the grievance procedures of this contract.

## 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) Labor Day (1<sup>st</sup> Monday in September)
- (4) Memorial Day (last Monday in May)
- (5) Independence Day (4<sup>th</sup> of July)
- (6) Veterans Day (11<sup>th</sup> of November)
- (7) Thanksgiving Day (Nationally recognized holiday)
- (8) Day after Thanksgiving
- (9) Christmas Eve (24<sup>th</sup> of December)
- (10) Christmas Day (25<sup>th</sup> of December)

and any other holiday declared by the City Council.

16.2 A. Shift employees who do not work during a holiday will receive 12 hours straight time pay for that holiday.

B. Shift employees who work a holiday on their shift shall be compensated at their regular rate of pay plus a rate of 1 1/2 times the employee's hourly rate for those hours actually worked on that holiday.

C. Employees who work an overtime shift on a holiday shall be compensated at one and one-half times their hourly rate plus one and one-half times the employee's hourly rate for those hours actually worked on that holiday.

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

#### ARTICLE 17 – OUTSIDE EMPLOYMENT

17.1 Full-time employees shall consider the City as their primary employer. Employees engaging in outside employment must notify the Fire Chief of such status, but with the understanding that the City has the right to take appropriate action, subject to the “just cause” and grievance provisions of this Agreement, in the event an employee’s outside employment conflicts or interferes with the employee’s Melbourne employment.

#### 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 of an executive board member 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.

18.4 The City retains the right to suspend, demote, discharge or take other disciplinary action against employees for just cause.

(ARTICLE 19 – RESERVED)

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

20.4 The City and the Union will work together to implement appropriate NFPA standards and FEMA Safety and Health Considerations.

20.5 As a condition of employment, all bargaining unit members hired after April 30, 2017 will refrain from using tobacco/nicotine products, and will provide an annual affirmation of no tobacco/nicotine use. The term “tobacco product” means any product made or derived from tobacco that is intended for human consumption including, but not limited to, cigarettes, cigars, snuff, chew, shisha, snus, electronic cigarettes and tobacco gum. Those in violation may be subject to disciplinary action up to and including termination.

20.6 The City shall maintain the HVAC system maintenance on a regular basis.

20.7 The City shall provide a sealed barrier between the living quarters and the apparatus bays. The City will work to provide a sealed area for bunker gear storage throughout the duration of this contract.

#### 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 uniform items for each employee as specified in the Department SOG 1300 "Uniforms".

21.2 All unit members required to carry a mobile telephone for Fire Department business, and who are provided a mobile telephone by the City, shall have the option to return the mobile telephone to the City and utilize their personal cellular phone for City business. Employees electing this option shall receive a monthly allowance of \$52 which will be paid as a pay supplement of \$26 on the first two pay checks each month. Employees receiving this allowance may be required to provide records of usage in accordance with Florida Statutes §119 - Public Records as amended from time to time.

#### 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 the entry level step of the pay grade or five percent on the base hourly rate per hour, whichever is greater 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 agrees to provide, maintain, perform preventative maintenance, and/or replace when necessary as determined by the Fire Chief or his designee, the items listed below at each fire station. The Union agrees that it is the responsibility of the employees utilizing these items to exercise every effort to maintain them in proper working order. These items include:

- Refrigerator
- Washer and Dryer
- Beds
- Stove
- Lockers for clothes and bunker gear
- Television
- Microwave oven
- Dishwasher
- Recliners
- Coffee Maker
- Plates, bowls, glasses & silverware for 2 times the number of staff assigned to the station.
- HVAC systems
- Ultraviolet air cleaner

#### ARTICLE 26 - INSURANCE

26.1 Members of the bargaining unit and eligible dependents shall participate in the City's group health insurance plan on the same basis as general employees as may be authorized from time to time by the City Council including, but not limited to contribution rates, deductibles, and co-payments; provided the premium for individual Standard HMO coverage shall be paid by the City at 100% through the expiration of the contract that goes into effect on October 1, 2018 or opt out plan (\$150 per month).

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 credited 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. There will be no City contribution towards retiree health insurance for new employees hired on or after October 14, 2014.

26.3 In addition to any life insurance coverage required by law, the City agrees to provide a basic life insurance benefit of one times the base annual salary of the member. This benefit is provided in addition to the in line of duty statutory death benefit payable under §112.191 Florida Statutes. In the event of an in line of duty death, if the combined amount of the basic life insurance benefit and the in line of duty benefit is not equal to or greater than \$100,000, the City will pay the additional amount to reach a minimum death benefit of \$100,000.

26.4 As long as unit members continue to participate in the City health insurance program, the Association has the right to appoint one voting representative to the Employee Benefits Advisory Committee.

### 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 be extended upon written mutual consent between the Union and the City. Filling of all vacancies shall be in accordance with established procedures as amended by this contract.

27.2 The following procedure will be used to create a fair and comprehensive promotional list for the positions of: Driver / Engineer, Lieutenant, and Captain.

The candidates will be administered written and practical tests.

The candidates will be ranked in numerical order based on points from;

- Written test score
- Practical test scores
- Education
- Seniority
- Acting points
- Oral interview (Conducted after ranking of top 5 or 3 candidates from above)

Promotional oral interviews that include any member covered by the collective bargaining agreement shall include the presence of at least one member from the Human Resources department as an observer during the panel interviews and scoring process.

When the fifth candidate's score results in a tie, those candidates will be interviewed. The oral interview will be numerically valued with a comprehensive score between 1 through 8 and based on the following elements:

1. Questions related to the mission of the Department and what the candidate would bring to the promoted position in helping the Department meet its mission
2. A review of the candidate's employment history

After the conclusion of the oral interview, the candidate's overall points will be totaled and the promotional candidate ranking will be established by the interview panel.

Upon completion of the interviews, the promotional board will forward the candidates' final rankings to the Fire Chief. It is understood the Fire Chief ultimately makes the final decision regarding the ranking of the employees on the promotional list and will promote the top three (3) candidates in order of ranking. Once the top three (3) candidates are promoted from the list, a new promotional list will be established as outlined in 27.2. This process shall continue until the next annual promotional testing cycle is completed as outlined in policy 1120. In the event the list of candidates falls below three (3), a new promotional testing cycle may begin for that affected rank.

Written, Practical, and interview scores shall be published after completion of the interview process for candidates to review in accordance with SOG 1120. All scoring sheets shall be made available for review upon request.

Disciplinary issues may make an employee ineligible for promotion, as determined by the Fire Chief, resulting in the employee being removed from acting status. If disciplinary action affects one of the top three candidates, the remaining candidates "top 5 to include ties" will move up in order of ranking to replace the ineligible employee.

The following guidelines will be incorporated in all changes which affect the promotional process:

- 1) An advanced four (4) month notice will be issued with any procedural changes.
- 2) The union will be involved with procedural changes in the testing process.
- 3) Labor and Management will meet in the month of May annually to discuss any opportunities for improvement or changes required for future testing.

27.3 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 five percent (5%) 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. For employees who meet education criteria under 39.3, upon promotion, all education steps shall be backed out, the employee placed in the appropriate pay step, all education steps shall then be added and the employee will be placed in the proper step of their new rank.

27.4 All testing and interviews may be attended by the Union President or designee and must use the Union time pool if on duty or agree to accept compensatory time if off duty. Overtime will only be paid at the Fire Chief's discretion. All scheduled testing and interviews will take place in the event a union representative is not present.

27.5 All new and promoted unit members shall be considered on probation for a period of not less than twelve (12) months from the date of hire or promotion. The City, for good reason, may extend the probationary period for a unit member for a period not to exceed a total probationary period of eighteen months. Notice of such extension shall be furnished in writing to the unit members prior to the completion of the probationary period. Any approved leave of absence in excess of ten (10) days shall cause the unit member's probationary period to be extended by the amount equal to the leave taken. In the event a unit member returns to light duty, the probationary period will be extended until the unit member returns to full duty. Upon the unit member's return, the probationary period will resume and continue until fully completed.

#### ARTICLE 28 - PERSONNEL REDUCTION

28.1 Reduction in force by lay-off shall be in order of Department seniority number with the least seniority being laid off first. Lay-off shall include the right of senior members of the bargaining unit in highest 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 specific article(s) and section(s) 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) and/or a Union representative shall within ten (10) calendar days meet with the appropriate Battalion/Division Chief to discuss the issue prior to presenting a written grievance to the appropriate Division Chief based on the nature of the complaint. Any discussions shall be informal for the purpose of settling differences in the simplest and most direct manner. If the issue is not resolved by the Battalion/Division Chief the aggrieved employee or Union representative shall submit a written grievance within ten (10) calendar days of their meeting with the Battalion/Division Chief. Upon receipt of the written grievance the Battalion/Division Chief shall reach a decision and communicate same in writing to the aggrieved employee and the Union within 10 calendar days from the date the written grievance was presented to him. The written reply shall state the grievance, the decision by the Battalion/Division Chief, 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 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 Human Resources Manager. The Human Resources 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 Human Resources 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. 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 non-prevailing party, who will be determined by the arbitrator, shall bear the entire expense of the arbitrator. If the arbitrator's decision is split, 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 meet with the appropriate Battalion/Division Chief (Step 1) within 10 calendar days after the member 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 Article(s) or section(s) 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 29.2.

## ARTICLE 30 - FIREFIGHTERS' PENSION AND RETIREMENT PLAN

30.1 Retirement benefits and employee contributions for members covered by this Agreement shall be as provided in the City of Melbourne Firefighters' Retirement System (the "Plan"). All changes to the existing Plan shall take effect upon ratification of the Collective Bargaining Agreement and approval of the City Council and upon adoption of the implementing ordinance (the "effective date").

30.2 The pension multiplier will remain at 3.25% for credited service earned for members employed prior to October 10, 2017. The pension multiplier shall be 3.0% for all members employed on and after October 10, 2017.

30.3 "Salary" for pension purposes on and after March 24, 2015, shall exclude payments of overtime in excess of 300 hours per fiscal year. Holiday pay on regular work days shall not be factored into the 300 hour calculation. Neither the City nor the employee shall make pension contributions on overtime hours excluded from the definition of "Salary" for pension purposes.

30.4 "Salary" for pension purposes on and after March 24, 2015, shall exclude payments for accrued sick and annual leave; provided, for employees employed on March 24, 2015, "Salary" shall include the lesser of the amount of sick or annual leave time accrued as of March 24, 2015 or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement.

30.5 The maximum pension benefit for members who are employed and have not reached the normal retirement date as of March 24, 2015, and members hired on or after March 24, 2015, shall be \$90,000 annually.

30.6 The DROP interest rate, at the election of the employee, shall be the plan investment rate or 1.3% per annum for members who enter the DROP on or after March 24, 2015.

30.7 The benefit change in sections 30.2 and 30.5 above shall not apply to any Plan member who is employed and has reached age 55 with 10 or more years of credited service or 25 years of credited service regardless of age as of March 24, 2015. Such members who are employed and not participating in the DROP shall be subject to the maximum pension benefit provisions in effect prior to March 24, 2015.

30.8 The employee contribution rate shall increase from 6.0% to 7.5% effective the first pay check after April 1, 2015. Employees entering DROP on and after October 10, 2017, will continue to contribute 6.5% of their salary toward the Firefighters' pension plan.

30.9 Effective October 1, 2018, through mutual consent, the City and Union agree to establish and fund a defined contribution Share Plan to comply with Florida Statutes Chapter 175. An individual share account shall be established for each qualified participant. Qualified participants for purposes of the Share Plan will include active members and members in DROP. In order to be a qualified participant as an active member, a person must be employed by the City of Melbourne as a Firefighter on October 1 for the year in which the Premium tax dollars are received.

The Share Plan will be funded solely and entirely by available Chapter 175 premium tax monies during years in which there are available funds pursuant to mutual consent of the City and the Union.

All persons will vest in the Share account after 10 years of employment, as determined by their hire date. For employees who terminate employment or who are terminated prior to vesting for any reason, the balance credited to that employees Share account shall be redistributed equally to all other participants' Share accounts.

All Share plan funds shall be comingled with other assets of the Pension Plan for investment purposes. The Share plan accounts will recognize net gains and losses at the same rate as the Pension plan. Individual Share accounts will be adjusted for gains or losses at the same rate as the total plan investments, net of brokerage commissions, transaction costs, and management fees, as soon as practicable after the end of each calendar quarter.

Quarterly investment plan reports detailing gains and losses will be available for review.

Share accounts will be adjusted annually to account for costs, fees and expenses of the share plan administration.

A vested participant shall receive the shares credited to their account upon leaving employment with the City for any reason, other than entering DROP. The Pension Board of Trustees shall be authorized to adopt any rules necessary for the efficient operation of the Share Plan.

The share plan shall be funded as follows:

- a) The Union's share of the current accumulated unallocated excess Insurance premium tax dollars (\$129,310.00), shall be split evenly among each member. This shall occur during the first pay period in October 2018, or as soon as practicable thereafter.
- b) The City and Union, through mutual consent, agree that 50% of the Chapter 175 premiums in excess of the 2012 level (\$587,854.00), including all supplemental premiums received, shall be used to fund the share plan, with an equal share being credited to each member. These credits will occur within 30 days of receipt by the City of the Premium tax dollars, as well as the supplemental premium tax dollars, or as soon as practicable thereafter.

#### 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/TRAINING

**33.1 Tuition Grant Program** - The Union and the City agree to encourage Firefighters to further their education. The City shall budget \$15,000 per fiscal year for this program. The City shall, subject to availability of budgeted funds, provide a grant for one class each year 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 Eastern Florida State 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. Funds will be used for promotional required courses or College Degree Fire/EMS service classes.
- 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.
  - a. 100% reimbursement for an "A"
  - b. 80% reimbursement for a "B"
  - c. 60% reimbursement for a "C"
- 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.
- F. Grant selection will conform to the following: First, courses required for promotion to Driver/Engineer or Lieutenant, Second, two (2) year Associate degree programs will receive precedence over the second half of four year Bachelor Degree programs and Third, Master Degree programs.

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. At the conclusion of the course, paper books shall be returned to the City for future training purposes. If an employee fails to return the book within 30 days of the conclusion of the course, or if the returned book is not in sufficient reuse condition as determined by the Fire Chief, the employee shall be charged one half the cost of the book not to exceed seventy five dollars (\$75). Such charge will occur through a payroll deduction. eTextbooks will be exempt from this return policy.

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.

Tuition reimbursement forms must be submitted within 30 days of the conclusion of a course.

Note: Tuition aid grants will be awarded for additional classes based on availability of funds and shall be distributed equitably among employees based on the above criteria and SOG 1021.

**33.2 City Sponsored Training** (that requires travel) - 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 Job-Related Education/Training** - The City shall budget \$5,000 per fiscal year for this Education/Training. Employees may attend a maximum two classes per person per fiscal year. Individuals requesting time off to attend a job-related class provided for herein, i.e., specialty training, 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. Personnel attending school at the Fire Department's request will not be required to use standby or vacation procedures. The requesting individual will promptly return to duty following the class.
- C. Personnel requesting to attend a specialty fire training or conference off duty may submit for reimbursement for the registration fee only. If attendance is approved, the attendee shall be responsible to prepare a training outline. If the outline is approved by Fire Administration, the attendee may be asked to provide instruction to fellow personnel.

**33.4 Initial Paramedic Certification Training** – Individuals approved or required to attend paramedic training shall schedule shift friendly courses or classes when offered. If no shift friendly courses or classes are available the employee will be given administrative leave to attend. Individuals will return to duty promptly following class.

- A. Personnel attending Paramedic school at the City's expense which includes tuition, books and other associated fees approved by the Fire Chief or his designee 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. Paramedic course reimbursement costs will be over four (4) years in accordance with Article 33.1.
- B. Personnel required by an employment contract to attend paramedic school may be terminated if they fail to successfully obtain State certification by the predetermined deadline.

**33.5 EMT/Paramedic Recertification** -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 in accordance with Department Policy 5018.

**33.6 Local Training** - The City and the Union agree to work together 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.

**33.7 Supplemental Compensation** - The Fire Chief will, without delay, fill out and submit Associates Degree and or Bachelor's Degree documentation upon receipt from an employee, to the State educational incentive program and allow the State to determine if it meets qualifications.

**33.8 ARFF Training** - Personnel (Drivers and Lieutenants) assigned to ARFF must receive ARFF certification as soon as possible and no later than six months from the date of transfer. Personnel must maintain City-sponsored initial ARFF certification of a minimum of six years.

In the event an employee covered by this Agreement leaves the Melbourne International Airport Fire Station due to a voluntary bid transfer, the employee will be required to refund to the City a pro-rated amount of the cost of their initial ARFF certification training. Such refund shall be computed based on the following sliding scale following the date of receipt of ARFF certification:

Within one year:	100% of cost of the initial ARFF certification training
Within two years:	67% of cost of the initial ARFF certification training
Within three years:	33% of cost of the initial ARFF certification training

Repayment is not required under the following circumstances:

- a) Involuntarily laid off
- b) Promotion
- c) Normal retirement

## ARTICLE 34 - VACATIONS

34.1 Twenty-four hour shift employees of the bargaining unit hired on or before October 14, 2014 shall be eligible for vacation with pay in accordance with the following schedule:

One through five years-----	160 hours
Six through nine years-----	184 hours
Ten through fourteen years---	208 hours
Fifteen years or more-----	280 hours

Employees may accrue up to a maximum of 1080 hours of vacation leave.

Twenty-four hour shift employees hired after October 14, 2014, shall be eligible for vacation with pay in accordance with the following schedule:

One through seven years-----	160 hours
Eight through nineteen years--	208 hours
Twenty years or more -----	280 hours

Employees hired after October 14, 2014, may accrue up to a maximum 672 hours of vacation leave.

The number of employees allowed off per shift is six (6), with no more than four (4) in the same rank, to be determined by the Department seniority number on the day on which it was requested.

Employees may elect to schedule vacation or compensatory leave for six (6) hour or twelve (12) hour blocks required for classes during their scheduled shift 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, after a minimum of six (6) hours, 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) hour notice prior to the day leave is requested.

Employees shall be allowed to schedule vacation or compensatory leave in 24 hour increments, such time must be credited in full to either vacation or compensatory time, or a combination of six (6) hour blocks of vacation and compensatory time to equal 24 hours. Employees may not use compensatory time that is accrued in the same pay period. Scheduled vacation leave will be approved up to ninety (90) days prior to the actual time off to include any contiguous shifts 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 to include any contiguous shifts.

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

One through five years-----	88 hours
Six through nine years-----	104 hours
Ten through fourteen years -----	128 hours
Fifteen years or more -----	184 hours

Non-shift employees hired after October 14, 2014 shall accrue vacation leave in accordance with the following formula:

One through seven-----	88 hours
Eight through nineteen-----	128 hours
Twenty years or more-----	184 hours

Non-shift employees may accrue up to a maximum of 520 hours of vacation leave.

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 80 hours of compensatory time. Non-shift personnel shall accrue in accordance with City Policy.

34.4 One time per calendar year employees may cash out up to one-half of their current annual vacation 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.

34.5 All vacation leave accumulated prior to the effective date of this Agreement and that exceeds the maximum accumulation per this Agreement shall be retained by the employee until the pay period in which the annual maximum accrual true up occurs which follows the payroll that includes the Christmas and New Years holidays, typically occurring after January 1<sup>st</sup> of each year.

34.6 Emergency vacation sell back will allow an employee to cash out their accrued vacation leave so long as their balance remains greater than 140 hours. The employee request shall be in writing to the Fire Chief stating the type of emergency, amount of hours requested and remaining balance.

#### ARTICLE 35 - SICK LEAVE

35.1 Sick leave for twenty-four hour shift employees covered by the bargaining unit shall accrue at the rate of 12 hours per month with a maximum accrual of 1008 hours. Shift employees hired after October 14, 2014, shall have a maximum accrual of 588 hours. Non-shift employees shall accrue sick leave at the rate of 8 hours per calendar month, or 96 hours per year, up to a maximum of 720 hours. Non-shift employees hired after October 14, 2014, shall have a maximum accrual of 360 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 the maximum accrual. 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 shall begin accruing upon the date of hire and may be used upon the completion of one month's employment.

35.4 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.

35.5 For existing employees hired on or before October 14, 2014, those 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. In lieu of a quarterly conversion, unit members hired after October 14, 2014, shall participate in an annual sick leave to vacation leave conversion at the rate of 4 sick leave hours to 1 vacation leave hour when they exceed their maximum sick leave accrual threshold. This conversion will take place no later than the 15<sup>th</sup> of December of each year beginning December 2014.

35.6 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.

35.7 Improper use of sick time is subject to progressive disciplinary action.

#### 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 Upon retirement, whether entering DROP or terminating employment, eligible employees may receive payment for all or any portion of their sick leave at the payout rate of 50%. Any hours which receive such treatment are then fully depleted and no longer carried.

#### 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.

38.2 Employees who have suffered an on-the-job injury or illness shall be entitled to receive donated vacation leave once the employee's personal sick and vacation leave balances are exhausted to supplement their workers compensation injury leave pay; such absence from work shall not exceed twelve (12) consecutive months.

## ARTICLE 39 - WAGES AND DIFFERENTIALS

- 39.1 a. For FY 2019, the salary schedules shall be increased across the board by 3.0% effective the first pay period in October 2018.
- b. For FY 2020, members shall receive a step increase effective the first pay period in October 2019.
- c. For FY 2021, members shall receive a step increase effective the first pay period in October 2020.

Any future wage increases shall be subject to the negotiation process.

39.2 For the duration of this contract, 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 a longevity pay bonus effective the same date as step increases are processed for members who have not reached the top of their respective pay grade. Longevity pay will be paid 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 New employees who possess a State of Florida Fire Officer 1 certification prior to employment with the City shall be hired at step one in the appropriate pay grade. Employees who have earned an Associates, Bachelors, or Masters Degree prior to employment with the City shall be advanced to step two in the appropriate pay grade effective the date of the approved State supplemental compensation letter.

Existing employees who earn a Fire Officer 1 certification as outlined above during their employment with the City, and who have not been awarded step advancement due to a degree, shall advance one step in the appropriate pay grade effective the first pay period of the month following the date the certificate is provided to the department. Employees who earn an Associates, Bachelors, or Masters Degree approved for State supplemental compensation beyond the Fire Officer 1 certification shall advance one additional step effective the date of the approved State supplemental compensation letter. If a Fire Officer certification is not held at the time the degree is earned, the employee will advance two steps in the appropriate pay grade upon the date of the approved State supplemental compensation letter, and shall not receive any additional step advancement if the Officer certification is attained following the degree. The intent of this article 39.3 is to provide a maximum two-step increase for education while never losing education steps through the promotional process as outlined in article 27.3.

Employees licensed and performing the duties of a solo paramedic and while assigned as a preceptor or quality assurance member shall receive incentive pay of \$100.00 per month, paid quarterly. The selection and number of preceptors will be made by the Fire Chief and the Medical Director. Employees assigned as a fire instructor shall receive incentive pay of \$100.00 per month for each month they provide instruction to fire personnel, paid quarterly.

ARFF personnel assigned to station 73 will be compensated in the amount of 5% per month, paid quarterly calculated on base pay. ARFF certified personnel not assigned to station 73 will be compensated in the amount of 5% per hour in addition to their regular pay calculated on base pay, when used to backfill absent ARFF personnel at station 73.

ARFF certification classes will be provided by the City as needed. The City agrees to compensate employees for travel, classroom, and study time while attending ARFF training in accordance with SOG 1023 – ARFF Training.

39.4 All employees receiving their Paramedic certification will receive a one-time incentive in the amount of \$1000. Upon achieving Solo status, as approved by the Melbourne Fire Department's Medical Director, Paramedics functioning as a Solo Paramedic shall receive an annual incentive in accordance with the following schedule:

0 years service through 2 completed years service	= \$5000
3 years service through 4 completed years service	= \$5500
5 years service through 6 completed years service	= \$6000
6+ years service	= \$6500

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 hired after October 1, 2018, with previous experience as a Solo Paramedic in a similar service shall be slotted in the previous schedule based on a factor of fifty percent for each full year of completed service.

39.5 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 staffed 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 staffed 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 Division Chief of EMS, the Division Chief of training, or one other Fire Officer, 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 Division Chief of EMS to remove the Solo status of an existing Solo Paramedic the Division 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 Division Chief of EMS shall work with the Medical Director to work towards an acceptable solution to address the issue(s) in concern.

In the event a Solo Paramedic is not at work for a period that extends beyond one month (excluding workers compensation approved injuries and approved vacation or compensatory leave), or is working in a light duty status and not performing the Solo Paramedic duties, the Solo Paramedic incentive shall be suspended until the employee returns to regular duty status.

The City agrees to continue encouraging its existing Firefighters to attain Paramedic training, and will continue the practice of paying tuition, books, and approved costs only for the Paramedic program up front as well as recruiting paramedics. The City will allow Firefighters time off from work, without loss of pay and/or benefits, to attend class and labs for Paramedic training for a maximum of 60 hours. Employees shall be required to maintain their Solo Paramedic status for a period of four (4) years to fulfill their obligation in relation to any pre-employment stipulation or agreement to obtain their Paramedic certification and Solo status.

39.6 In the event an employee is no longer providing 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, 2018, and shall remain in full force and effect until September 30, 2021.

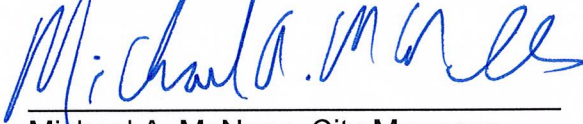
40.2 This Agreement is accepted as the total contract between the City of Melbourne and Local 1951, International Association of Firefighters, and is recognized to include all previous Memoranda of Agreement.

40.3 Negotiations may be opened by either party 90 days prior to September 30, 2021. 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. In addition, on an annual basis during the term of this Agreement, each party shall have the right to reopen up to three non-economic articles for negotiation.

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.

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.

CITY OF MELBOURNE

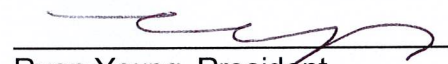


Michael A. McNees, City Manager

11-26-18

Date

LOCAL 1951, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

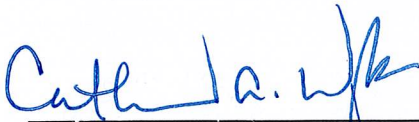


Ryan Young, President

11/20/18

Date

ATTEST:



Cathleen A. Wysor, City Clerk

ATTEST:



Douglas E. Conte, Vice President