

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

OCTOBER 1, 2018 SEPTEMBER 30, 2021

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PREAMBLE

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

ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union, (PERC OR-86-305) as the exclusive bargaining agent for the employees of the Palm Bay Fire Department in the following positions: Full time employees in the classifications of Fire Fighter, Driver/Engineer, Lieutenant, and Fire Inspector.

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

- 2.2 With regard to the recognition of the classification of Probationary Fire Fighter, the Employer reserves the right to discharge a Probationary Fire Fighter under the terms and conditions of its Policy and Procedures covering Probationary Employees. A Probationary Fire Fighter is a newly hired employee who has not yet attained the rank of a regular employee with this Department.
- 2.3 An Employee shall have the right to become or not to become a member of the Union.

ARTICLE 3 MANAGEMENT RIGHTS

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

- To manage and direct the employees of the City.
- To hire, promote, transfer, schedule, assign and retain employees.
- To suspend, demote, discharge, or take other disciplinary actions against employees for just cause, and to take disciplinary action and dismiss, with or without just cause, as to new probationary employees.
- To reduce force, or otherwise relieve employees from duties because of lack of funds or other legitimate reasons.
- To maintain the efficiency of the operations of the City, including setting standards of service to be offered to the public.
- To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract or subcontract existing or future work, and to control and regulate the use of all equipment and other property of the City.
- To determine the organization of the City government.
- To determine the number of employees to be employed by the City.
- To determine the number, types and grades of positions or employees assigned to an organizational unit, department, or project.
- To establish and maintain internal security practices.
- To require Employees to be in good physical and mental condition so that they are able to perform the normal duties of Fire Department personnel.
- To develop and implement reasonable rules and regulations for its Employees not in conflict with the provisions of this Agreement.

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

ARTICLE 4 UNION SECURITY

- 4.1 The City will provide two executed originals and an electronic copy in Microsoft Word of this agreement to the Union at no cost.
- 4.2 The Employer agrees not to interfere with the rights of the bargaining unit employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer because of an employee's valid activity in behalf of the Union.
- 4.3 The City will provide legal defense of all personnel covered by this contract in accordance with Section 34.13 Code of Ordinances and Florida Statutes.

ARTICLE 5 NO STRIKE PROVISION

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

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

ARTICLE 6 CHECK OFF

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

**ARTICLE 7
UNION REPRESENTATION**

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

**ARTICLE 8
UNION BUSINESS**

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

- 8.2 Computer use shall be in accordance with City of Palm Bay Personnel Rules and Regulations and the Departmental Policies, directives of the Department. However, the Union may use e-mail and the City computers for Union business as long as it does not interfere with the efficient operation of the City. The Union shall not store any Union data or documents on City computers, without prior written authorization from the Fire Chief or designee.
- 8.3 Up to a maximum of two union officials/representatives may be off on Union Pool time for Union activities without being counted into the Article 33 cap. A 72-hour notice, when possible, will be given to the Department administration to assist in scheduling.
- 8.4 Both parties agree to maintain an IAFF time pool. The City shall automatically transfer three (3) hours from each dues paying bargaining unit member's vacation leave into the IAFF time pool. This transfer shall take place July 1 of each year. Time pool hours may be drawn at the written discretion of the IAFF President or designee in increments of at least one (1) hour provided the administrative procedures and forms are submitted to and approved by the City. Any time donated to the time pool shall not be returned to the donor.
- 8.5 Charges against the IAFF time pool shall be kept by the City and the IAFF. An IAFF representative may be granted pool time for union business: i.e., to attend public budget hearings, City Council meetings, or resolution of impasse before the City Council. The time pool may also be used by the IAFF to attend National Conferences of the IAFF and FPF meetings, and available training.

ARTICLE 9 BULLETIN BOARDS

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

**ARTICLE 10
GRIEVANCE PROCEDURE**

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

STEP ONE

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

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

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

STEP TWO

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

STEP THREE

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

10.3 Rules for Grievance Processing

It is agreed:

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

However, once the employee or the Union file a grievance under either procedure, then such grievance may not be changed from one procedure to the other. A grievance must be brought forward within fourteen (14) working days after the occurrence of the event giving rise to the grievance or within fourteen (14) working days after the employee, through the use of reasonable diligence, should have obtained the knowledge of the occurrence of the event giving rise to the grievance.

- 10.3.2 Time limits at any stage of the grievance procedure may be extended by written mutual agreement by the parties involved at the step.
- 10.3.3 A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.
- 10.3.4 For the purpose of the grievance procedure only, the day on which the grievance is presented and received by either party shall not be included.
- 10.3.5 A grievance presented at Step Two and above shall be in writing, dated, and signed by the employee and/or the Union Grievance Representative. An answer given and returned to the employee or the Union shall be dated and signed by the employee representative at that step.

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

10.4 Arbitration

If the grievance is not settled in accordance with the provisions of Article 10.2, the aggrieved employee or the Union may request arbitration by personally serving written notice, no later than ten (10) working days after receipt of the Employer's response in Step Three on the Human Resources Department of its intent to arbitrate the grievance. The written notice shall include a written statement of the specific provision(s) of this Agreement at issue. A grievance is considered to be withdrawn and settled if not appealed to arbitration within ten (10) working days after the Employer's response was due in Step Three.

SECTION 1

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

SECTION 2

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

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

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

SECTION 3

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

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

ARTICLE 11 SICK LEAVE

- 11.1 A member who is incapacitated and unable to work shall notify his supervisor at least one (1) hour prior to his scheduled reporting time as designated by the department. The procedure shall be followed for each day the member is unable to work, unless the Fire Chief/designee gives prior approval.
- 11.2 Sick leave is paid time granted to members for the following purposes:
- Personal illness or injury
 - Personal medical, surgical, or optical appointments, dental examinations or treatment which is necessary during working hours.
 - To supplement workers' compensation
 - Medical disability resulting from pregnancy/child birth
 - Care for or the attendance upon a member of a member's immediate family who is afflicted with a serious disease, debilitating injury or serious illness. Immediate family member for purposes of this article shall be defined as: spouse, children, or dependents, and parents.
- 11.2.1 Members requesting sick leave, which may qualify them for Family Medical Leave Act (FMLA) designation, are responsible for immediately notifying the Human Resources Department and completing the required FMLA forms to have their FMLA request considered.

11.2.2 Prior to medical separation, an FMLA Exhaustion Review Committee, consisting of a panel of three (3): Human Resources Director, Fire Chief, and IAFF Union president (or Designee), will have the opportunity to meet to vote on whether or not the member is deemed eligible for medical separation or provided the opportunity to apply for a Medical Leave of Absence (MLA). This decision will be based on a majority vote of 2:1. Should the leave warrant an MLA, the duration of this type of leave will be established at this time.

11.3 Accrued sick leave is sick leave which is earned but unused at any given time. Probationary members shall not be entitled to the use of sick leave for the first six (6) months of employment; however, probationary members shall accrue sick leave for the first six (6) months of employment as provided in this Article.

Full time, shift members hired prior to April 1, 2011 shall earn sick leave according to the following schedule:

Years of Service		Monthly Hourly Rate of Accrual	Accrual Hours Per Year
Zero through ten years	0 - 10	12	144
Eleven and over	11+	15	180

Full time, non-shift members hired prior to April 1, 2011 shall earn sick leave according to the following schedule:

Years of Service		Monthly Hourly Rate of Accrual	Accrual Hours Per Year
Zero through ten years	0 - 10	8	96
Eleven and over	11+	12	144

Full-time shift members hired after April 1, 2011 and before October 1, 2018 shall earn sick leave according to the following schedule:

Years of Service		Monthly Hourly Rate of Accrual	Accrual Hours Per Year
Zero through ten years	0 - 10	11	132
Eleven and over	11+	13	156

Full-time non-shift members hired after April 1, 2011 and before October 1, 2018 shall earn sick leave according to the following schedule:

Years of Service		Monthly Hourly Rate of Accrual	Accrual Hours Per Year
Zero through ten years	0 - 10	8	96
Eleven and over	11+	10	120

Full-time members hired after October 1, 2018 shall earn sick leave as follows:

Non-Shift		Shift	
Monthly Hourly Rate of Accrual	Accrual Hours Per Year	Monthly Hourly Rate of Accrual	Accrual Hours Per Year
8	96	10	120

- 11.4 Members who are hired and begin work on or before the fifteenth day of the month shall accrue sick leave for that calendar month. Members who begin work after the fifteenth day of the month shall begin to accrue sick leave from the first day of the following month.
- 11.5 The Fire Chief, or designee, may require a medical note signed by a licensed physician to substantiate a sick leave request for:
- Any period of absence due to illness of two or more consecutive shifts, for shift members, or three or more consecutive days for non-shift members.
 - Immediately before, during or immediately following a holiday.
 - When utilizing sick leave when a unit member is scheduled for mandatory training.
 - Any period for which sick leave is claimed while a member was in approved vacation status.
 - When the use of sick leave occurs on a day or days for which annual leave was requested and denied.
 - All pre-scheduled sick leave (i.e. Doctor appointments)
 - Sick leave of any duration if the member in question has demonstrated a habitual or recurrent pattern of absence from duty and has been warned that a certificate will be required as a result. Such medical certificate may be required to be provided at the member's expense.
- 11.6 The Employer desires to provide an incentive for members to use sick leave only when actually ill. Therefore, a shift member may trade back up to 192 hours of sick leave annually, provided the member maintains at least 360 hours of unused sick leave. A non-shift member may trade back sick leave up to 64 hours annually, provided the member retains at least 120 hours of unused sick leave each calendar year. This leave may be traded back at the rate of one hundred percent (100%) for additional vacation leave. Trade back of sick leave shall not be considered a use of sick leave, however a member's balance of accrued sick leave shall be reduced by the amount of sick leave hours exchanged for vacation leave hours.
- 11.7 Any member who claims sick leave under false pretenses shall forfeit his sick leave pay for any time taken off and be subject to disciplinary action. The member will have the time without pay.

11.8 Employees hired prior to April 1, 2011 may accrue up to the maximum accumulation of 1,152 hours. When an employee's accrual balance drops below 702 hours than 702 hours shall be the new maximum accrual for the employee. All earned sick leave in excess of the maximum accruals will be paid annually in a lump sum on or about November 15th each calendar year.

For all shift members hired on or after April 1, 2011 the maximum sick leave accrual shall be capped at 702 hours. The maximum sick leave accrual for non-shift members shall be capped at 520 hours. All earned sick leave in excess of the maximum accruals shall be paid annually in a lump sum on or about November 15th each calendar year.

11.9 In the event a member is unable to perform his regular duties due to illness or injury, the Employer will use its best efforts to assign the member to "light duty" consistent with the member's medical condition. The Employer may require a second medical opinion before placing a member in a light duty assignment. The parties recognize that an appropriate light duty assignment may not always be available. Members who have suffered an on-the-job injury will be given priority for those light duty assignments - that are available within the Fire Department. In making light duty assignments, assignments within the Fire Department shall be given first priority, followed by any light duty assignment available throughout the Employer.

11.10 Any member on sick leave shall be paid straight time for any and all holidays that occur while on such leave. Such time shall not be charged to sick time.

11.11 A member making a City-wide or interdepartmental transfer will maintain his accrued sick leave.

11.12 Members who are separated in good standing shall receive pay for their accrued and unused sick leave—at a rate of fifty percent (50%) for all leave in excess of eighty (80) hours. Members who retire under normal retirement, shall receive pay for their accrued (unused) sick leave at a rate of seventy-five (75%) percent. For all members hired on or after April 1, 2011 who are separated in good standing shall receive pay for their accrued and unused sick leave as follows:

0-5 years	0%
6-10	20%
11-15	40%
16-20	50%
Normal retirement	75%

11.13 Members who give a sixty (60) hour advance notice for doctor appointments shall be charged actual time. Members not giving a sixty (60) hour advance notice shall be charged a minimum of twelve (12) hours. If the use of sick leave does not cause

overtime the member may return to work in less than 12 hours and be charged with actual time off.

- 11.14 If a member dies on or off duty, the member's estate shall receive full payment of all remaining accrued sick leave.

ARTICLE 12 BEREAVEMENT LEAVE

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

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

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

- 12.2 The member's immediate family shall be defined as the member's: father, mother, father-in-law, mother-in-law, stepchild not living in the member's household, ward, brother, sister, brother-in-law, sister-in-law, grandparents, son-in-law, daughter-in-law, grandchildren, and spouse's grandparents.
- 12.3 Bereavement leave shall not be charged against any sick or vacation time except as noted in Article 12.4 of this Agreement.
- 12.4 Should a member require additional time other than provided in Article 12.1 of this Agreement, he may request additional time from the Fire Chief/designee. Any additional time used may be charged to accrued sick or vacation leave, subject to the approval of the Fire Chief/designee.

**ARTICLE 13
MILITARY LEAVE**

- 13.1 The Employer and the Union agree to conform with all County, State, and Federal laws dealing with military leave.
- 13.2 When formally requesting military leave, the employee will submit through appropriate Department channels proof of duty by copy of his order from the appropriate military commander.
- 13.3 The Union recognizes the right of the Employer to authorize pay on an incident basis.

**ARTICLE 14
JURY DUTY**

- 14.1 If an employee is called for jury duty, he shall promptly notify his supervisor so that arrangements may be made for his absence from work. Notification shall be at three (3) weeks before jury duty is to commence, or immediately if the employee has been notified of jury duty less than three (3) weeks prior to commencement. Management shall abide by the law pertaining to absence for jury duty.
- 14.2 Member's serving as jurors during normal duty hours shall be paid at regular time equal to normal work schedule, less the sum received as juror's pay for the time served. The employee may keep any pay received for jury duty scheduled on days off. The employee shall furnish written evidence to the Employer showing the performance of and compensation for jury duty. Mileage payments shall not be included when calculating jury duty pay. Verification of jury duty while on vacation must be by written verification from the Clerk of the Court and presented to the immediate supervisor after returning from jury duty.

**ARTICLE 15
VACATION LEAVE**

- 15.1 Members shall be entitled to earn and accrue vacation leave with pay as provided in this Article. Members shall not be eligible to use vacation leave until satisfactory completion of six (6) months of service. During the probation period, probationary members shall accrue vacation time in the normal manner.
- 15.2 Accrual Computation and Liquidation of Vacation Leave
 - 15.2.1 Full-time regular members hired prior to October 1, 2018 shall earn vacation leave as follows:

YRS OF EMPLOYMENT	NON-SHIFT		SHIFT	
	HRS PER MONTH	HRS PER YEAR	HRS PER MONTH	HRS PER YEAR
Zero through five years	8	96	13	156
Six to ten years	10	120	15	180
Eleven to fifteen years	12	144	16	192
Sixteen (16) or more years	14	168	17	204

Full-time regular members hired after October 1, 2018 shall earn vacation leave as follows:

YRS OF EMPLOYMENT	NON-SHIFT		SHIFT	
	HRS PER MONTH	HRS PER YEAR	HRS PER MONTH	HRS PER YEAR
Zero through five years	8	96	12	144
Six to ten years	10	120	14	168
Eleven or more years	11	132	15	180

- 15.2.2. When there has been a voluntary break of service of fifteen (15) working days or more, the member, upon reinstatement or re-employment will begin earning vacation leave as a new member. For purposes of calculation, new members beginning work between the first and fifteenth of the month will begin earning leave from the first day of the month they were hired, and new members beginning work between the sixteenth and the end of the month will begin earning leave on the first day of the next month.
- 15.2.3. For payroll and separation purposes, vacation leave shall be computed on the basis of a normal fifty-three (53) hour workweek for shift members and normal forty (40) hour week for non-shift members.
- 15.2.4. Shift members must use a minimum of twelve (12) hours of vacation leave per request, unless otherwise authorized in writing by the Fire Chief or Designee. Non-shift members vacation leave will be liquidated and charged by the hours as used.
- 15.2.5. Vacation leave earned in excess of 240 hours for non-shift members and 324 hours for shift members must be used by the end of the calendar year. Members who have in excess of 240 hours for non-shift members and 324 hours for shift members accrued, unused

vacation leave, shall be compensated at 100% of the excess at their regular hourly rate, provided a shift member must have taken at least seventy-two (72) hours of vacation leave in the calendar year, and a non-shift member must have taken at least forty hours (40) of vacation leave during the calendar year. Furlough time required to be taken by employees of the bargaining unit shall be considered as fulfilling the minimum use requirement of this article.

15.2.6. Members who have earned vacation leave in excess of 240 hours for non-shift members and 324 hours for shift members must use at least seventy-two (72) hours (for shift members) or forty (40) hours (for non-shift members) in the calendar year and will be scheduled according to Article 33. On or about September 1 of each year, members who have not scheduled the required annual leave shall be notified by the department. Beginning October 1 members who have not scheduled the required leave shall be scheduled by their supervisor and so scheduled at the department's discretion. So long as the above requirements are met, this mandatory scheduling shall not be a subject of the Grievance process outlined in Article 10 of this agreement.

15.3 Vacation leave may be used for the following purposes:

1. Vacation.
2. Absence for the transaction of personal business.
3. Any absence from work not covered by another type of leave provision.
4. If a member has exhausted all sick leave, and has accumulated vacation leave, said member will be permitted to use his vacation leave as sick leave, provided a doctor's note is submitted.
5. Department related Training and Education: Should staffing permit, members attending Department related training and education may request Administrative time in lieu of personal vacation; the use of Administrative time for training and education shall not cause the department to pay overtime for the absence. If staffing cannot cover, then the member shall use Vacation time for training and education.

15.4 Holidays during vacation--Holidays occurring while the member is on vacation leave shall not be charged against his vacation leave balance.

15.5 Scheduling of Vacation Leave for shift members shall be pursuant to Article 33. Non-shift members who request one day (8 hours) or less shall submit request no later than 3 calendar days in advance, and non-shift members requesting more than a day (8 hours) or more shall submit the request no later than 7 calendar days in advance of said requested time off. Emergencies and special situations shall be handled on a case by case basis.

15.6 Payment in Lieu of Vacation--Except as noted in Article 15.2.5 and 15.7 of this Agreement, members shall not be paid in lieu of vacation.

- 15.7 Upon separation of employment due to layoff, death, line-of-duty injury, resignation, or retirement, the member shall be entitled to 100% compensation for any unused vacation leave. This does not apply to any separation not in good standing (i.e., termination for cause, resignation to avoid discipline, etc.), or separation with less than six months service. A member with less than six months service, who separated as a result of death or line of duty injury, would also be eligible for the above stated benefit.

ARTICLE 16 HOLIDAYS

- 16.1 The following holidays shall be observed:

- New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day Following Thanksgiving
- Christmas Day
- Member's Birthday

- 16.2 Shift members who are scheduled to work on such holidays shall use their leave bank if granted time off. A shift member scheduled to work on a holiday who reports sick shall be charged with sick leave for the hours missed during the shift.
- 16.3 Shift members scheduled to work on a holiday as defined in Section 16.1 shall receive holiday pay in accordance with Section 16.5. A non-shift member who is required to work on such holidays shall be paid time and one-half for the period worked.
- 16.4 Any additional day proclaimed as a holiday or a day off by the City Manager or Mayor and Council shall be given to the members within this contract period.
- 16.5 Shift members who work at least the first twelve (12) consecutive hours (0700-1900) on a holiday, shall receive 12 hours of base pay for holidays identified in Article 16.1. Shift members who work less than the first twelve (12) consecutive hours (0700-1900) on a holiday shall receive eight (8) hours of base pay for holidays identified in Article 16.1. Shift members who do not work on a holiday and those that work only from 1900-0659 shall receive eight (8) hours of base pay for holidays identified in Article 16.1. Shift members will receive a lump sum payment for holidays to be paid on the first pay day in December. Shift member will not have the option to receive holiday pay in the pay period following the holiday.

- 16.6 A holiday for twenty-four (24) hour shift workers shall commence at 0700 on the actual date of the holiday and shall end at 0659 hours the next day. For on duty holiday pay, the first twelve (12) hours are defined as 0700-1900.
- 16.7 Easter Sunday is not recognized as a paid holiday defined above however Easter Sunday shall generally be observed within the Stations as Holiday Routine.
- 16.8 September 11 of each year shall be a quiet day of reflection within the facilities; any training for that day shall be limited to Firefighter Safety and Health issues.

ARTICLE 17 COMPENSATION

17.1 Salary System and Wages

Effective October 1, 2018, the City and the IAFF agree upon the following pay increases:

- October 1, 2018 3% increase and move the members back into a step plan
- October 1, 2019 1 step increase
- October 1, 2020 1 step increase

17.1.1 Effective October 1, 2018 Firefighters shall be placed into the step plan as follows:

Step	Hourly Rate (based on 2756 hours per year)	Annual Rate
1	13.72	\$37,803
2	14.12	\$38,937
3	14.54	\$40,105
4	15.00	\$41,308
5	15.44	\$42,548
6	15.90	\$43,824
7	16.38	\$45,139
8	16.87	\$46,493
9	17.37	\$47,888
10	17.90	\$49,324
11	18.43	\$50,804
12	18.98	\$52,328
13	19.56	\$53,898
14	20.14	\$55,515
15	20.75	\$57,180
16	21.37	\$58,896

17.1.2 Effective October 1, 2018 Fire Inspectors shall be placed into the step plan below:

Step	Annual Salary
1	\$37,803
2	\$38,938
3	\$40,106
4	\$41,310
5	\$42,549
6	\$43,825
7	\$45,140
8	\$46,494
9	\$47,889
10	\$49,326
11	\$50,805
12	\$52,329
13	\$53,900
14	\$55,516
15	\$57,182

17.1.3 Effective October 1, 2018 Driver/Engineers shall be placed into the step plan below:

Step	Hourly Rate (based on 2756 hours per year)	Annual Rate
1	16.87	\$46,494
2	17.37	\$47,889
3	17.90	\$49,325
4	18.43	\$50,805
5	18.98	\$52,329
6	19.56	\$53,899
7	20.14	\$55,516
8	20.75	\$57,182
9	21.37	\$58,897
10	22.02	\$60,664
11	22.66	\$62,484
12	23.35	\$64,359
13	24.05	\$66,289
14	24.77	\$68,278
15	25.52	\$70,326

17.1.4 Effective October 1, 2018 Fire Lieutenants shall be placed into the step plan below:

Step	Hourly Rate	
1	19.56	\$53,900
2	20.14	\$55,517
3	20.75	\$57,182
4	21.37	\$58,898
5	22.02	\$60,665
6	22.66	\$62,485
7	23.35	\$64,359
8	24.05	\$66,290
9	24.77	\$68,279
10	25.52	\$70,327
11	26.29	\$72,437
12	27.07	\$74,610
13	27.88	\$76,848
14	28.72	\$79,154
15	29.58	\$81,527

17.1.5 All IAFF bargaining unit members who are at the top of the pay plan or achieve the top step of the pay plan during the life of this Agreement will receive a 3% lump sum payment for the wage increase amount above the top step. The 3% lump sum payment above the top step will be paid out in the same pay period as all other IAFF bargaining unit members. The lump sum payment above top step will not be pensionable.

17.2 Solo Paramedic

17.2.1 Members who obtain Solo Paramedic status from the Medical Director shall receive \$5,500 annually, to be paid in biweekly installments.

17.2.1.1 Solo Paramedics may earn additional compensation for possession of the following certifications:

PHTLS – Prehospital Trauma Life Support	\$500 annually, paid bi-weekly
AMLS – Advanced Medical Life Support	\$500 annually, paid bi-weekly

17.2.2 In return for receiving the supplement, described in this article for being a solo paramedic, the member shall maintain their own skills to the level set forth by the Medical Director. If the minimum requirements change, the Medical Director will establish the allowable time limits for attaining new skills, standards, or certification requirements in accordance with required training.

17.2.3 Qualified department Solo Paramedics performing extra duties as Field Training Medics shall receive \$10.00 per shift as incentive pay. This incentive shall be paid only while the approved Field Training Medic is

actually training an assigned Intern Paramedic and the incentive shall cease once the training is completed.

- 17.2.4 If there is a change in the minimum requirements by the Department's Medical Director, other than changes prescribed by Federal Law, the Employer will immediately establish a labor/management task force to address the changes and training requirements for said changes in the minimum requirements.
- 17.2.5 The Department Medical Director shall establish a minimum of two (2) Field Training Medics per shift and the minimum requirements and standards. All approved Field Training Medics shall maintain all skill levels established by the Department Medical Director.
- 17.2.6 If the Field Training Medic is off or there is not one available then the existing system of assigning an Intern to a Shift Solo Medic shall prevail, with above- outlined compensation.
- 17.2.7 Members who obtain State of Florida Paramedic Certification shall receive \$48.00 bi-weekly, for a maximum lifetime of seven (7) pay periods. It is understood that the maximum of seven (7) pay periods may be extended, upon the request of the member, at the sole and complete discretion of the Fire Chief, when the member is not able to obtain solo paramedic due to circumstances beyond their control. The maximum time extended is an additional seven (7) pay periods, for a total of fourteen (14) pay periods.
- 17.2.8 Emergency Medical Technicians (EMTs) may earn additional compensation for possession of the following certifications:

PHTLS – Prehospital Trauma Life Support	\$500 annually, paid bi-weekly
AMLS – Advanced Medical Life Support	\$500 annually, paid bi-weekly

17.3 Longevity

Members in the bargaining unit shall receive compensation for length of service with the Employer in accordance with the following schedule:

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

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

It is specifically agreed and understood by the parties that the above longevity will be suspended and shall not be paid or accrued or applied during the term of this collective

bargaining agreement, subject to the re-opener clause shown elsewhere in this agreement.

Longevity payments are frozen. Longevity payments will resume only by mutual agreement through the collective bargaining process.

17.4 **Overtime**

17.4.1 Shift Members

Shift members will receive one and one-half (1 ½) times their base hourly rate, which includes all incentives (such as Solo Paramedic pay), and all incentives provided in this agreement and extra pay required by the FLSA to be included in the statutory overtime rate, for all hours worked in excess of 106 hours in a 14 day work period. A shift member's base hourly rate of pay shall be the hourly rate identified in 17.1., plus all incentives as outlined in this agreement.

17.4.1.1 All leave time shall be considered as time worked for the purposes of overtime calculation.

17.4.2 Non-shift Members

Non-shift will receive one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours worked. Hours must actually be worked, or be sick leave hours, in order to count toward overtime computation.

17.4.3 Except at the sole discretion of the Fire Chief/designee members are only eligible to work overtime within rank or an acting position as defined in 17.9.

17.5 **Compensatory Time**

17.5.1 Members who are on shift may accumulate compensatory time to a maximum of ninety-six (96) hours. These hours may be converted to compensatory time by an annual election which must be made to Human Resources and submitted by November 30th for the next calendar year.

17.6 **Call Back**-A member who is called back to work while in off duty status shall receive one hour pay at the member's regular hourly rate in addition to pay for any hours worked after call back.

When a member responds to a notice of call back, all time spent by the member after reporting for duty shall be considered hours worked for the purposes of overtime calculation. Travel time will be paid as actual time worked, up to one hour.

Hold over-A member is who is required to be held over at the conclusion of their shift will only be paid in increments of fifteen (15) minutes.

17.7 **Emergency Pay** Any member required to work during a declared emergency declared by the City Manager shall be compensated in accordance with the pay provisions of the city's Administrative Code 31.19. Members shall earn overtime in accordance with FLSA.

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

A member on standby status is required to respond to a telephone or radio call back and be ready to return to work. During this time the member's freedom to engage in personal activities is restricted. Stand by status for shift members shall be compensated at the regular hourly rate as defined in this article for all hours during which the member is on standby. If time spent on standby status results in the shift member working more than the hours identified in this article as hours worked for base pay, the member shall be compensated as defined in this article. A member on standby status shall keep the Department apprised of his location at all times.

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

17.9 **Acting Relief List/Ride Up**

Any member deemed qualified by Fire Chief/designee can be required to serve in an acting capacity. If required to serve in an acting capacity the member shall be compensated five percent (5%) or the minimum of the grade for all hours worked in an acting capacity. Fire Chief/designee will exhaust the promotional eligibility list when possible prior to mandating other members to work in an acting capacity. Compensation for "acting" work will not be considered pension based salary but will be included when calculating the member's overtime rate of pay.

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

17.11 **Training Required/Non-required**

17.11.1 Compensation for required training for shift members who are required to attend off-duty training by the Fire Chief/designee will be paid for such

time at base salary rate. If time spent in required training results in a shift member working more than the hours identified as base pay in this article the member shall be compensated accordingly.

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

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

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

17.12 A member who receives a promotion shall receive the minimum level for the new position or a 6% increase in base salary, whichever is greater.

17.13 Bi-lingual Compensation: Members who speak fluently, in the languages of Spanish, Creole, or French, and have passed a competency test given by a department selected language instructor to assure proficiency and articulacy, will be paid a \$10 bi-weekly compensation. Members receiving this compensation are expected to translate and speak in their assigned language as needed.

17.14 **Educational Incentive**

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

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

Effective April 1, 2020, members whose position does not require and who hold one of the below-listed State of Florida certifications shall receive a bi-

weekly compensation as shown below. Compensation will be paid for the highest level certificate only.

- State certified Fire Officer I -- \$40
- State certified Fire Officer II - \$40
- State certified Fire Officer III - \$40

17.14.2 Members who hold State certified Fire Instructor shall receive \$20 bi-weekly. Members holding Instructor certifications shall be required to teach in the area of certification on their normal shift when requested by the Department.

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

17.14.4 Members of the bargaining unit who hold an Associate degree shall receive the incentive of five hundred (\$500.00) dollars annually; Members of the bargaining unit who hold a bachelor's degree shall receive the incentive of seven hundred fifty (\$750.00) dollars annually. Members holding these degrees shall receive incentive for one (1) degree.

17.15 **Technical Rescue Team (TRT)** This section(17.15) is held in abeyance while the Fire Chief studies the needs for the team and the proper name for the team. The program will be updated and re-vamped. We will meet on or near April 1, 2019 to discuss the possibility of a MOU to address the changes.

17.15.1 Upon completion of the certification process for TRT and assignment to the Team, the team member shall receive \$30.00 bi-weekly.

17.15.2 Participation in training and certification courses will be voluntary and, on the member's, own time, off duty.

17.15.3 All TRT members may be assigned to Stations as determined by the Chief and as operational necessity requires. TRT members who voluntarily request re-assignment to another work station shall not receive the bi-weekly incentive for TRT. TRT members who are promoted or re-assigned due to operational necessity shall maintain their bi-weekly incentive as long as they maintain their TRT certifications.

17.16 If during the term of Agreement, Subsection 6.01(b) of the City Charter (restricting a budget increase to a maximum of 3% over the budgeted ad valorem revenues for the previous fiscal year) is rescinded, the City and the IAFF agree to re-open this article.

- 17.17 If during the term of this Agreement, the IAFF can produce documentation showing that entry level wages for the positions within its bargaining units are dropping in the market area, then the City and IAFF agree to re-open this article with a 30 day written notice by either party.

ARTICLE 18 HIRING, PROMOTION AND CLASSIFICATION

18.1 Definitions:

Internal candidate: Current Palm Bay Fire Department member.

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

Years of Service: Years of service as a paid (non-reserve) member of the Palm Bay Fire Department.

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

18.3 Test Administration

All exams for promotions covered by this agreement may be offered once a year. The Fire Chief can extend the promotional eligibility list for an additional year, for a maximum total of two years. Members receiving a passing score during any testing cycle may maintain that score in perpetuity. Members may attempt to improve their score, but they will never have their score reduced below the highest passing score achieved in any promotional testing process after ratification of this agreement. Promotional eligible lists become effective upon certification of the Human Resources Department and the expiration of the previous eligibility list.

The annual job-related promotional examination process for each rank shall be conducted, provided a minimum of three (3) eligible unit members give notice and are eligible to test. If there are less than three (3) eligible unit members, the City, in its sole discretion, shall utilize an administrative system for promotions.

18.3.1 Title - Driver/Engineer

- 18.3.1.1 Service requirements: Minimum of three (3) years as a certified Firefighter with the Palm Bay Fire Department and Apparatus Operator certification by the State of Florida, Bureau of Fire Standards and Training.

18.3.1.2 The Driver/Engineer promotional examination shall consist of questions and tasks concerning duties and responsibilities that a Palm Bay Driver/Engineer may be reasonably expected to encounter on the job. The practical portion of the exam shall contain driving of at least one vehicle from each of the vehicles to which a driver may be assigned. The promotional examination may include an evolution using any one or a combination of vehicles.

18.3.2 Title-Lieutenant

18.3.2.1 Service requirements: Minimum of five (5) years of consecutive service from the last date of hire with the Palm Bay Fire Department service as a certified Firefighter and a minimum of one (1) year as a Driver/Engineer.

Certification Requirements:

- Fire Officer I

18.3.2.2 The Lieutenant promotional examination shall consist of job specific questions and tasks concerning duties and responsibilities that a Palm Bay Fire Lieutenant may be reasonably expected to perform. Grading will be done by internal and/or external raters.

18.4 Posting and Examination

18.4.1 The announcement of the promotional examinations shall be posted at least sixty (60) calendar days in advance of the examination date, at all Department facilities. Each notice shall have a closing date thirty (30) calendar days after posting. No additional candidates shall be accepted after the closing date. All candidates must meet the requirements by the day before the exam process begins.

18.4.2 Within fifteen (15) calendar days after the closing date, all candidates who signed up shall be notified in writing of acceptance or denial (with reasons attached). A copy of the examinee list will be sent to the Union President. Candidates shall be permitted to borrow books and other study material from the Department using established Department procedures for such borrowing, and the items shall be borrowed for a reasonable amount of time, depending on the number of candidates signed up for the exam. Textbooks shall be the responsibility of the examinee.

18.4.3 Management reserves the right to establish all testing criteria. Seniority in rank will be considered first in the case of ties, if rank seniority is equal then Department seniority will be considered the deciding factor in the event of tie scores in promotional examinations. If a tie still exists after considering

these areas, then a coin toss shall determine the promotion. The Fire Chief will announce the promotional examination schedule for the calendar year by January 15 of each year through a memo to all bargaining unit personnel.

18.4.4 In all promotional examinations, a member must pass each phase, before moving to the next phase. In cases where a phase is pass/fail, the member must attain a passing score prior to moving to the next phase.

18.4.5 Members receiving an overall passing score on the promotional examination will have bonus points added to their overall score. Bonus points will be a combination of seniority and education / certification points. A maximum total of three (3) bonus points will be available.

Seniority Points – For every five (5) full years of service $\frac{1}{2}$ point shall be awarded to a maximum of two (2) points for seniority.

Education Points – for the listed education designations below. Degree must be in one of the following fields: Fire Science, Fire Management, Emergency Medical Services (EMS), or Nursing. Members may only receive the highest point value for the degree they hold.

Associates Degree – $\frac{1}{2}$ Point
Bachelor's Degree – 1 Point

Bonus points shall only be applied during the promotional testing process and eligibility list posting. This would include additional bonus points earned in between testing cycles.

18.5 Promotional Eligibility List:

A list shall be posted in ranking order (high score at top, low score at bottom). This list will be posted at all Department facilities, with a copy sent to the Union President. This list will be posted in accordance with established Department Policy and Procedures. Members included within the bargaining unit are expected to accept a promotion that they are offered; upon declining a promotion, the member will be removed from the list and will not be eligible for promotion for a period of twelve (12) months from the date of declination.

18.5.1 Members who have had any disciplinary action within the one (1) year period immediately prior to the promotional examination shall not be permitted to take the promotional examination. Member(s) on a promotional eligibility list who are disciplined will not be considered for promotion and shall not act in any rank higher than his full-time rank within the one (1) year period from the date of discipline.

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

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

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

18.7 Fire Chief's Interview:

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

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

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

18.8 New hires shall serve a twelve (12) month probationary period. Upon promotion to any rank, a member shall serve a six- (6) month promotional probationary period in the new position. Upon satisfactory completion of the probationary period, the member shall attain full time status for the position. If the member fails to satisfactorily complete the promotional probationary period, he shall be returned to the position held prior to the promotion. A member may otherwise be disciplined or discharged for just cause during the promotional probationary period.

18.9 Any member, with the approval of the Fire Chief, may take a voluntary downgrade to a position of lower rank for which the member is qualified. This voluntary demotion will not force bump anyone from their current position. If there is no position available, the member may not take a voluntary downgrade. The member's pay will be adjusted to the position as if they had never left the position.

18.10 Any member residing on the promotion eligibility list shall be required to serve in the appropriate acting rank on his normal shift when requested by management.

18.11 The Employer will notify the Union in advance whenever possible of upcoming changes in personnel policies and procedures or job descriptions. Nothing in this language will waive any right that the Union may have to bargain with respect to these issues. 18.12 Any fire inspector required to perform fire investigation shall have successfully completed both a Fire Chemistry and Fire Cause and Origin course of at least 40 hours each.

ARTICLE 19
SENIORITY, LAYOFF, RECALL

19.1 Definition: Seniority is the uninterrupted length of service of a member since his last date of hire by the Palm Bay Fire Department.

19.1.1 Definition: Qualified is the member who has satisfactorily completed the probationary period in a position.

19.1.2 Definition: Bumping Due to Position Elimination is defined by rank seniority, meaning the last promoted will be the first bumped in succession through the ranks.

19.2 Accrual: A member accrues seniority during all periods of approved leave with pay. A member accrues seniority during periods of unpaid leave which do not exceed 30 consecutive days in duration. Seniority accrual is suspended on a member's thirty-first (31st) consecutive day of unpaid leave and remains suspended until the date of his return to duty.

19.2.1 The parties agree that members who resign from City service for any length of time will begin credit for consecutive service from the date of their re-hire, and for purpose of this article their seniority date would not apply. If a member resigns and is subsequently rehired within one month, the member's seniority date will be their original hire date. However, that seniority date will not apply to their eligibility date for promotion.

19.3 Application: Seniority shall be used to govern layoff and recall and shall apply for the purpose of a member's vacation preference, with the exception of the Union President, who will be last to be laid off.

19.4 Lay Off: In the event of a lay off for any reason, members shall be laid off in reverse order of seniority. Members who are laid off shall have the right to "bump" a less senior member in a lower ranking position in the Department, provided the member is qualified for the lower ranking position. If the member being laid off is able to "bump" to position, they shall not be eligible to make more than the highest pay for their new position.

19.5 Recall:

19.5.1 Members in layoff status retain recall rights for twenty-four (24) months from the date of layoff. The names and seniority dates of laid off members shall be placed on a recall list, a copy of which shall be supplied to the Union.

19.5.2 Notice of Recall shall be given to the member by Certified mail, return receipt requested, sent to the most recent address contained in the laid off

member's personnel records. If the member desires to be recalled, it is the responsibility of the laid off member to keep the employer advised of his current address. A member who receives notice of recall, and desires to be recalled shall execute the return receipt and notify the Director of Human Resources no later than the close of business on the tenth (10th) working day, after the receipt of notice, or the member will lose recall rights. If a notice of recall is unclaimed after ten (10) or more days from the date it was mailed, or it is returned, it shall be presumed that the address was incorrect. A member who is offered recall, must report fit for duty, within twenty (20) business days of his notification to the Director of Human Resources, or lose recall rights.

19.5.3 Members shall be recalled in order of seniority as shown on the recall list, and in accordance with Article 19.5 above. The member with greatest seniority shown on the list shall be recalled first. If after recall, vacancies shall exist due to refusal or denial of recall, the Employer may fill the vacancies through the normal hiring process.

19.5.4 Upon return of a laid off member to a bargaining unit position, the recalled member shall be placed at the same pay step he occupied at time of lay off and will receive the rate of pay for that position at the time of recall. Benefits are to be based on length of service at time of lay off.

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

19.6 A member shall lose seniority as a result of:

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

ARTICLE 20 MAINTENANCE OF CONDITIONS

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

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

ARTICLE 21
JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

- 21.1 The Employer and Union desire to maintain high standards of safety and health in the Fire Department to eliminate, insofar as possible, accidents, deaths, injuries, and occupational illnesses.
- 21.2 Protective devices, wearing apparel and other equipment necessary to properly protect members shall be provided by the Employer.
- 21.3 The Union president, or designee, will serve on the City Safety Committee.
- 21.4 The Employer agrees to vaccinate members against Hepatitis B, at members' discretion, and at no cost to the member.
- 21.5 The Employer agrees to establish the type and amount of protective devices through the medical director's suggestion and provide said items to the Department members to help guard against communicable disease.
- 21.6 All members who are required to be certified as a Firefighter and are certified shall be permitted to exercise while on duty.

21.7 **Physical Condition**

21.7.1 The Employer and the Union agree to adopt Physical fitness standards. The fitness assessment tests aerobic capacity, muscular strength, muscular endurance, body composition, flexibility.

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

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

Follow up assessments will be scheduled at the request of the member if they feel they are capable of meeting the minimum standards. There will be at least 30 days between each assessment. Members will have up to

12 months to improve their results of the previous evaluation or meet the minimum standards to result in a retroactive step increase to the member's effective date according to Article 17. Once 12 months has passed the member will forfeit the step increase not attained.

- 21.8 The Employer and Union understand the importance of a joint occupational safety and health program and will work together for the implementation of appropriate NFPA standards or equivalent standards such as accreditation.
- 21.9 Studies provided by the International Association of Firefighters (IAFF), the International Association of Fire Chiefs (IAFC) and the National Fire Protection Association (NFPA) agree that adequate staffing on fire apparatus is both effective to the residents we serve and provides for a margin of safety for firefighters. Adequate staffing of our fire apparatus is beneficial to the city by reducing its liabilities and it reduces the potential of injuries to its firefighters. The city recognizes these three agencies as leaders in developing the safety and standards within the Fire Service.

ARTICLE 22 SEVERABILITY CLAUSE

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

ARTICLE 23 PREVAILING RIGHTS

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

ARTICLE 24 OUTSIDE EMPLOYMENT

- 24.1 The Employer and the Union agree that no member of the Palm Bay Fire Department shall expose themselves to further risk by serving as a paid or non-paid member of any other municipal or private agency providing emergency fire service. This provision shall not apply to any member that was hired with funds provided by the State or Federal Government, where the City's acceptance of said funds would prohibit the restriction of service as a non-paid member of another municipal or private agency providing emergency fire service.
- 24.2 Members must notify the Fire Chief, or designee of all outside employment. The Fire Chief may deny outside employment where the Fire Chief believes said outside employment may pose a conflict with Departmental Operations. The Fire Chiefs denial and explanation of denial shall be provided in writing.
- 24.3 Members working for another employer that provides medical service, who file a workers' compensation claim with the Employer, are required to provide proof that the injury, accident, and/or exposure occurred in the course and the scope of their employment with the Employer. Failure to provide such proof will result in the Employer's denial of the claim.

ARTICLE 25 INSURANCE AND OTHER FRINGE BENEFITS

- 25.1 Members of the Bargaining Unit, covered retirees, and eligible dependents may participate in the City's group health insurance plan as implemented annually including, but not limited to contribution rates. Any changes to the existing health insurance plan shall be subject to the bargaining process.

Plans provided as follows:

- 25.1.1 The health insurance plan begins January 1st annually, referred to herein as the Plan Year.
- 25.1.2 The Plan is separated into those benefits called core benefits and those called cafeteria plan benefits. All core benefits will be the responsibility of the Employer for the Plan Year. All cafeteria benefits shall be charged to the member electing the benefits.

The core level benefits are:

1. Individual Employee Health
2. Basic Employee Life/AD & D
3. Dependent Life
4. Basic Employee Long Term Disability

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

Cafeteria plan benefits are:

1. Employee Dental
2. Dependent Dental
3. Short Term Disability
4. Supplemental Employee Life
5. Supplemental Dependent Life
6. Employee Vision
7. Dependent Vision
8. Dependent Health (elective)
9. Supplemental, Accident, Cancer, Hospitalization, and Critical Illness
10. Flexible Spending Accounts

25.1.3 For the 2019 Plan Year the table below will reflect the contributions of the member.

	2019 OAPIN		2019 OAP		2019 HDHP	
	Employee Bi-weekly Premium	Employer Bi-weekly Premium	Employee Bi-weekly Premium	Employer Bi-weekly Premium	Employee Bi-weekly Premium	Employer Bi-weekly Premium
Employee Only	\$ 33.28	\$309.53	\$34.75	\$347.54	\$0.00	\$298.24
Employee + Spouse	\$140.02	\$581.07	\$170.94	\$633.18	\$125.47	\$501.88
Employee + Children	\$126.66	\$525.65	\$154.64	\$572.77	\$113.50	\$454.01
Employee + Family	\$170.10	\$860.50	\$214.27	\$934.96	\$152.43	\$744.19

25.2 Cafeteria benefits are selected at the option of the member. The Employer will contribute \$13.74 bi-weekly per member toward cafeteria benefits or \$23.66 bi-weekly per member toward cafeteria benefits for members with dependents.

25.3 Newly hired members will be eligible for core benefits insurance coverage and City financial contribution to the cafeteria plan on the first day of the month following sixty (60) calendar days of continued full-time employment with the Employer.

25.4 The Employer and the Union will continue to participate in an Insurance Committee for the purpose of monitoring the financial integrity of the Insurance plan and to make recommendations to the City's Human Resources Director as to the insurance needs of City personnel. One (1) representative of the IAFF shall be a member of the Committee. This Committee shall meet when necessary.

- 25.5 The employer will assure that life insurance policies are free from conventional endorsement which may invalidate the policy because of smoke or chemical fume inhalation. The employer will make available to members and their dependents, mental health assessment and counseling (limited benefit) services provided to improve health, wellness, crisis intervention or family well-being.
- 25.6 The employee premiums in the chart above (25.1.4) will be in place for the 2019 and the 2020 insurance plan years. A re-opener will be utilized for the third year, insurance plan year 2021, if necessitated by insurance cost increases. Recognizing that the costs associated with the health industry are volatile, the City and the Union agree to meet to negotiate the plan benefits and contributions to be effective any benefit year.

ARTICLE 26 UNIFORMS AND EQUIPMENT

- 26.1 Standard uniforms, protective clothing, and protective devices required of members in the performance of duties shall be furnished by the employer without cost to the members and shall be replaced due to normal wear at no cost to the employee. The full list of items provided to members is listed in the departments Standard Operating Guidelines (SOG).
- 26.2 The Fire Chief, or designee, shall designate the uniforms and equipment required of unit members in the department and such required uniform items (except personal items such as socks and undergarments) will be issued by the Department to each unit member. The department shall retain the right to require different duty uniforms for specific events anytime during a unit members tour of duty.

26.2.1 Bunker Boots: When the Department replaces the firefighter's bunker boots, due to expiration, the Department will give the member the option to purchase their own bunker boots. The member will be allowed to select a boot that meets or exceeds the NFPA standards 1500 and 1971. The procedure will be:

- Three (3) months prior to the required replacement, the member may purchase the bunker boots.
- The member will submit their receipt to Logistics for reimbursement processing.
- The Department will reimburse the member \$300.00 towards their purchase.
- If the purchase price is less than \$300.00, the member will only be reimbursed for the amount spent.
- If the member's boots are damaged during duty and need to be replaced, this purchase option will apply.

26.2.2 Duty Boots: To provide members more options for duty footwear, the Department will provide a reimbursement program for individuals who wish to purchase their duty boots. The requirements for this program are:

- Member must be due for duty boot replacement. (Dates are tracked by Logistics)
- The Department will reimburse the member \$100.00 towards their purchase.
- This option will only be allowed, at a minimum every 18 months.
- The duty boots must be black and should be able to be polished.
- They are required to be composite toe.
- Should the duty boots be damaged during duty, and need to be replaced, this purchase option will apply.

26.2.3 Helmets: When the Department replaces the firefighter's helmet, due to expiration or promotion to Lieutenant, the Department will give the member the option to purchase their own helmet. The member will be allowed to select a helmet that meets or exceeds the NFPA standard 1851. The procedure will be:

- Three (3) months prior to the required replacement, the member may purchase the helmet.
- The member will submit their receipt to Logistics for reimbursement processing.
- The Department will reimburse the member \$330.00 towards their purchase.
- If the purchase price is less than \$330.00, the member will only be reimbursed for the amount spent.
- If the member's helmet is damaged during duty and needs to be replaced, this purchase option will apply.

26.3 The department will provide bargaining unit members with one (1) SCBA mask and one (1) Regulator to fit the SCBA Mask, if recommended by the manufacturer.

26.4 Shift members may wear approved Union tee shirts on the following duty days:

1. Saturdays
2. Sundays
3. Holidays

The Employer is not responsible for Union tee shirts. Union t-shirt must be a reasonable facsimile of the department issued uniform tee shirt and/or polo shirt as determined by mutual agreement by the Fire Chief and the Union President.

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

26.6 Uniform and equipment items which are damaged or lost through no fault of the unit member will be replaced by the employer. Damage to or loss of uniform articles

because of neglect or intentional misuse may be grounds for disciplinary action and the unit member may be required to replace the damaged or lost item paying the depreciated cost.

The Employer shall repair or replace at no cost to the Member, issue uniform components or equipment that are damaged or destroyed in the line of duty. In the event that a member's personally-owned non-firefighting utility equipment, including sunglasses, corrective lenses, watches, etc. (not to include jewelry), is damaged or destroyed in the line of duty, the Employer agrees to repair or replace such equipment within a reasonable time at a cost not to exceed two hundred (\$200) provided that a replacement limit of three hundred (\$300) shall apply to corrective lenses destroyed in the line of duty.

- 26.7 Upon retirement or promotion, each unit member may elect to retain their issued badge and/or helmet. Retirees shall have the option to retain their dress uniforms. Additional gear may be retained with the approval of the Battalion Chief or designee.
- 26.8 Upon cessation of employment with Palm Bay Fire Rescue, with the exception of the above (26.7), all issued equipment and uniforms will be surrendered by the unit member. If a unit member fails to turn in all of his/her issued equipment, the final paycheck, including any benefits owed may be withheld (within the constraints of state and federal laws). Nothing contained herein prohibits the City from seeking criminal or civil satisfaction for missing items.

ARTICLE 27 INJURY BENEFITS

- 27.1 Any full time member covered by this agreement who sustains a temporary disability as a result of and arising out of employment by the City, shall, in addition to the benefits payable under the Workers' Compensation Law of the State of Florida, be entitled to the following:
 - 27.1.1 During the first two weeks (shift 106/non-shift 80) working hours of such disability, the member shall receive net supplemental pay based upon his/her net take home pay reduced by the Workers' Compensation indemnity payment.
- 27.2 Any such member injured may be required by the City to be reexamined as provided for by Florida Statute by a medical doctor, specified and provided by the City, who shall determine the member's condition and fitness for full or partial return to duty.
- 27.3 In the event a member fails to return to duty due to a disagreement between medical doctors for the member and the City, the dispute shall be resolved as outlined in Florida State Statute 440.134 and the Workers Compensation Managed Care Grievance Procedure.

- 27.4 If a member, due to an on-the-job-injury, is temporarily or partially disabled from performing the duties of his/her classification but is determined to be able to perform "light duty", the member may be required to return to such duty or suffer loss of the job-connected disability leave supplemental benefits. Assignment to "light duty" shall be considered a temporary assignment, without reduction in pay. Such reassignment shall be to other duties commensurate with medical and mental fitness, availability of suitable work, and his/her qualifications for the position.
- 27.4.1 The Employer agrees that any member injured on the job shall be paid for that entire work day. Employees released to full duty or light duty will be compensated (including travel time) per visit at the straight time rate for medical care for an on-the-job injury. This time will be recorded as Workers Compensation Medical Appointment time and is paid at the straight hourly rate and not counted towards overtime calculation. The member shall submit a written doctor's note verifying the date, time and duration of the doctor's visit. This paid time is to make the member whole for the work week and to eliminate the use of sick or vacation leave time. There shall be no additional hours, pay, or bank time created by use of this benefit.
- 27.5 No member will be entitled to job-connected disability leave with the herein described benefits where an injury has been determined to have been the result of intentional self-infliction or where the disability or illness continues as a result of the member's failure to cooperate with the medical advice or corrective therapy.
- 27.6 Whenever a member is out on non-controverted job related disability leave, the City agrees to compensate the member at a rate of pay that the member would normally be entitled to regardless of the timeliness of payment to the City from the insurance company.
- 27.7 When receiving Workers' Compensation benefits, employees shall be entitled to all benefits as described in this contract except that any member receiving 17.4 through 17.10 Compensation shall not be eligible to receive that benefit.

ARTICLE 28 LEAVE OF ABSENCE

- 28.1 The Employer agrees that leave of absence without pay for a period not to exceed thirty (30) days may be granted for any reasonable purpose upon the approval of Fire Chief, Human Resources Director, and City Manager. An additional period not to exceed sixty (60) days may be approved by the Fire Chief, Human Resources Director and the City Manager.
- 28.2 The Employer agrees that any bargaining unit employee may upon request, be granted a leave of absence without pay by the City Manager for educational purposes at any accredited educational institution provided it is related to the

bargaining unit member's employment. This period shall be for a maximum of six (6) months including use of annual leave, sick leave, and compensatory time at the request of the bargaining unit employee.

- 28.3 The Employer agrees that any bargaining unit employee who is on a duly authorized leave of absence without pay for less than ninety (90) days will continue their accrued seniority up to the date they started the leave. Employees may maintain health benefits while on an authorized leave of absence without pay by paying the full cost of premiums.
- 28.4 Approval of leave without pay will indicate the total period of time the employee expects to be away from duty. It will also stipulate the conditions of reinstatement. There can be no guarantee of entitlement to position.

ARTICLE 29 PARAMEDIC SCHOOL AND TRAINING

29.1 PARAMEDIC CERTIFICATION

Members may request Department sponsorship to attend paramedic certification training. If the request is approved the course costs (tuition, fees, and books) will be provided in advance. In an effort to create the least operational impact to the Department, the members are expected to attend their classes at one facility and schedule their attendance to the clinicals, where possible, off duty. Any exception to scheduling attendance to training off duty must be approved by the Fire Chief or designee.

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

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

- 29.2 Upon request and at the sole discretion of the City Manager, the member may be granted unpaid leave of absence for educational purposes at any accredited institution when it is related to the member's employment.
- 29.3 Members are required to attend E.M.T. refresher classes during normal duty hours. E.M.T. refresher hours will be provided in accordance with the monthly training calendar. Make-up training for approved vacation leave, sick leave, Department business, or other classes required by the Department or the Medical Director will be scheduled quarterly.

- 29.4 In the event of a member's death, educational repayments to the City will be waived. In the event of a member's job related disability, repayments to the City will be waived until such time as the member is reinstated to duty. If the member must retire as a result of a job related disability, the balance of the payments to the City will be waived.
- 29.5 Members who have obtained the Fire Chief's/designee approval will be permitted to attend paramedic school or training without loss of pay or benefits, whether or not the City is providing financial assistance.

ARTICLE 30 EDUCATIONAL REIMBURSEMENT

- 30.1 Education (tuition) reimbursement will be provided in accordance with City policy.

ARTICLE 31 LAUNDRY SERVICE

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

ARTICLE 32 HOURS OF WORK

- 32.1 For shift members, a work shift shall "normally" be defined as a twenty-four (24) consecutive hour tour of duty with an interim of forty-eight (48) consecutive hours off. The change of shift will commence at 7:00 a.m. (0700 hours).
- 32.2 All cases of shift exchange will be reviewed and approved by the Fire Chief/designee.
- 32.2.1 When requesting a shift exchange, more than 60 hours in advance, the appropriate form must be submitted to the District Chief. The shift exchange form shall be forwarded to the department Administrative Secretary as soon as it is completed.

- 32.2.2 When requesting a shift exchange, within 60 hours or less of the exchange, the District Chief shall be verbally notified of the shift exchange. This notification may occur through the station officer. The appropriate form shall be completed and submitted to the ESB Secretary by the District Chief as soon as practicable. The members doing the shift exchange must be equal or higher in rank and certifications.
- 32.2.3 The Employer will maintain the shift exchange forms for daily attendance purposes. The forms will be kept by the ESB Secretary in accordance with the State Retention Schedule.
- 32.3 Non-shift members shall normally work a five (5) day, forty (40) hour workweek (Monday-Friday). Non-shift members shall receive one, fifteen (15) minute break in the morning and one, fifteen (15) minute break in the afternoon, and a one-half hour unpaid meal period. The two fifteen minute breaks may be combined with the meal period with the approval of the member's supervisor. The commencement of the work day for non-shift members shall begin between 7:00 a.m. (0700) and noon as assigned by the Employer. Changes in work hours shall be noticed at least 40 hours in advance unless agreed by the member and employer.
- 32.4 It is agreed and understood that a twenty-four (24) hour Kelly Day shall be scheduled every twenty-one (21) shifts, to implement and attain the average of a fifty-three (53) hour work week
- 32.5 Kelly Day's shall be scheduled in accordance with Article 33.
- 32.6 At the discretion of the Employer, the Employer shall attempt to establish a voluntary list for temporary shift assignment. Only non-shift members who are certified Firefighters, in accordance with Sections 633.34 and 633.35, Florida Statutes, may be placed on the voluntary list. The Employer reserves the right to assign non-shift members to temporary shift work in accordance with this section. Non-shift members assigned to temporary shift work may be required to perform non-shift activities related to their job description. The Employer reserves the right to determine who can be assigned to temporary shift work.

ARTICLE 33 SCHEDULE LEAVE

- 33.1 For all shift members Article 33 shall describe the procedure for requesting and scheduling Kelly and Vacation leave days.
- 33.2 It shall be the responsibility of all bargaining unit shift members to request advanced leave in compliance with this article.

33.3 The Fire Chief/designee shall manage the use of leave and maintain the daily staffing to accomplish the fire-rescue mission.

33.3.1 Maximum Personnel Permitted to Be Off on Kelly Day or Vacation Leave

A maximum of six (6) members will be permitted off on scheduled leave. This is to include all Kelly and Vacation Days. For each shift day a maximum of two (2) members will be permitted off on a Kelly Day, which will leave four (4) vacation slots available for scheduling on those days. Where only one (1) member is off on a Kelly Day, five (5) vacation slots will be available for scheduling on those days.

33.3.2 Minimum Number of Officers and Driver/Engineers On-Duty

At no time shall more than three (3) Lieutenants or three (3) Driver/Engineers be permitted off on scheduled leave at the same time.

33.3.3 Kelly Day

Members may be permitted to swap Kelly Days, as long as the swap occurs within the same Kelly Day cycle and the maximum number of members off is not exceeded.

33.3.4 Vacation

Vacation leave must be requested in a minimum of twelve (12) consecutive hours. Members may be permitted to swap Vacation Days, as long as the maximum number of members and the minimum number of officers and driver/engineers off is not exceeded.

Emergencies and special circumstances, including educational needs, shall be handled on a case by case basis with the approval of the Fire Chief/designee.

The Fire Chief/designee may exceed the maximum number of allowed members off, on the day of the shift, as long as it does not create overtime.

33.4 Scheduling Procedure

33.4.1 Scheduling of Kelly Days

Kelly Days shall be selected during the second complete Kelly Day cycle of every odd year. Selection of Kelly Days will be based on Department seniority by rank and by shift.

33.4.2 Scheduling of Vacation Leave

Scheduling of vacation shall be made by submitting the request in writing, no sooner than twelve (12) months prior to the dates being requested, to the Fire Chief/designee.

Vacation leave requests for twelve (12) to twenty-four (24) hours must be submitted in writing to the Fire Chief/designee no less than 60 hours prior to the requested leave. However, if vacation leave slots are available when a member reports for duty they may request in writing vacation leave of twelve (12) to twenty-four (24) hours for that shift, as long as approval of the vacation leave does not cause overtime to be incurred. Approval of short notice is at the sole discretion of the fire chief/designee and shall not be withheld arbitrarily.

Vacation leave requests in excess of twenty-four (24) hours must be submitted in writing to the Fire Chief/designee no less than two (2) of the member's shifts prior to the requested leave.

To cancel scheduled vacation/scheduled leave a member must notify the District Chief in charge of staffing no less than 60 hours prior to the start of the vacation leave time. If the vacation leave does not cause overtime, the member may cancel the vacation at any time.

Vacation or leave requests may be bumped by members with seniority for requested date(s) that are more than 120 days out. Once scheduled vacation/leave is within the 120 day window, the member cannot be bumped from the scheduled leave.

Vacation or leave requests made less than 120 days from the requested date will be approved as received (in accordance with Article 33.3) and cannot be bumped.

In the event two or more members submit a request for vacation leave and the requests are submitted on the same calendar day and the requests are for the same period, the requests will be based upon seniority in accordance with Article 19.1.

ARTICLE 34 ENTIRE AGREEMENT

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

**ARTICLE 35
PHYSICAL EXAMINATIONS**

35.1 All recognized certified members, who have completed their initial probationary period, shall undergo a complete physical, April 1 through June 30 of each year. The Employer agrees to meet with the Union to evaluate the quality of the physical and to discuss mutual recommendations.

35.2 The physical examination shall consist of the following areas:

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

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

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

* Colorectal screening

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

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

* Tuberculosis screen annually; method of screening shall be in accordance with current applicable CDC guidelines. Annual physicals will be done through blood test.

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

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

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

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

**Voluntary—must be requested by the member during scheduling of their physical examination. If requested, the Employer will provide the test at Employer expense.

- 35.3 A complete copy of the results of the physical shall be provided to each member, at no cost to the member, upon completion of the physical.
- 35.4 Any member who feels they have been exposed to a contagious disease will, upon concurrence of the Department's Infectious Control Officer (or in the event there is no Departmental Infectious Control Officer, then the District Chief), be tested at Employer expense, as soon as reasonably possible after the incident is reported.
- 35.5 If the Doctor determines further testing is required due to a condition that may be covered under Section 112.85 FS (Heart and Lung bill) a First Report of Injury will be completed and the member referred to a worker's compensation adjuster. Additional testing for a condition not covered by the heart and lung bill will be borne by the member.

ARTICLE 36 DURATION OF AGREEMENT

- 36.1 Except as otherwise provided, this Agreement shall take effect on October 1, 2018 and remain in effect until September 30, 2021. Negotiations for a successor agreement shall commence in February 2021.

ARTICLE 37 FIREFIGHTERS RETIREMENT PLAN

- 37.1 The pension benefits and employee pension contributions of bargaining unit employees shall be as provided in the City of Palm Bay Police and Firefighters Pension Fund ("Retirement Fund"), The plan of benefits and employee

contributions in effect on the ratification date of this agreement shall remain in effect for the duration of this agreement.

37.2 The use of future Chapter 175 funds shall be in accordance with State Law.

37.3 In the event that there is a change to the State Law that governs the use of Chapter 175 funds, then either party may reopen this Article, with written notice to the other party, within ninety (90) days of the effective date of such change, to the extent necessary to implement such changes.

ARTICLE 38

DISCIPLINE, DISCHARGE AND FORMAL INVESTIGATIONS

38.1 The Employer agrees to abide by Sections 112.80-112.84, Florida Statutes, otherwise known as the Florida Fire Fighters Bill of Rights, with regards to formal investigations.

38.2 When the Employer decides to initiate changes in its current disciplinary policies the bargaining unit will be afforded the opportunity to negotiate the same prior to its implementation.

38.3 The Union President, or in his absence, designee shall receive notice from the department whenever a member comes under a formal investigation or has been notified of potential discipline or discharge.

38.4 Upon the completion of a formal investigation or the discipline/discharge process, the principal members involved as well as the Union President / designee will receive written notification from the Chief's office stating the final disposition.

38.5 The union recognizes that discipline is a management right, however a member of the bargaining unit shall only be disciplined or discharged for just cause. The union recognizes that a probationary member of the bargaining unit shall be subjected to discipline or discharge under State Law.

38.6 Whenever it is alleged that an employee has violated any rule, regulation, or policy that is non-criminal in nature, for which the employee can and/or may be disciplined up to and including discharge, the bargaining unit member shall be notified within fourteen (14) calendar days from the date the city first became aware of the alleged violation.

38.7 The city and union agree that discipline shall be accomplished in a constructive, progressive manner so as to rehabilitate and correct an offender if at all possible.

38.8 Except in cases where there is conflict with this agreement, the discipline process shall follow city and/or department policies related to disciplinary actions.

ARTICLE 39
ALCOHOL AND SUBSTANCE ABUSE POLICY AND TESTING

39.1 Purpose:

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

39.1.2 The use, consumption, possession, distribution, manufacture, or being under the influence of illegal drugs or alcohol by members while performing job duties for the Employer is specifically prohibited.

39.1.2.1 Members are prohibited from possessing an open container of alcohol, using, distributing or being under the influence of alcohol while on the job or on City property. City property includes such areas as parking lots, vehicles, break rooms and locker rooms.

39.1.2.2 The use, consumption, possession, distribution, manufacture, sale, or being under the influence of illegal drugs, whether on or off duty, is prohibited as it may affect on-the-job performance and the confidence of the public in the Employer's ability to provide services and meet its obligations. The use, consumption, possession, distribution, manufacture, sale, or being under the influence of illegal drugs by members at any time, whether on duty or off duty, is specifically prohibited and is grounds for immediate termination.

39.1.2.3 If a member has knowledge of the use and/or presence of alcohol or illegal drugs in the workplace, he should immediately report this information to his supervisor or to the Human Resources Department. Reports, complaints and investigations will be kept confidential to the extent permitted by law.

39.2. Definitions:

39.2.1 Drug Test or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

- 39.2.2 "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests shall use an immunoassay procedure or an equivalent or shall use a more accurate scientifically accepted method approved by the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
- 39.2.3 "Confirmation test", "confirmed test" or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- 39.2.4 "Illegal drug" means any narcotic, barbiturate, marijuana, central nervous system stimulant, hallucinogen, cocaine or any controlled substance as defined by Section 893.03, Florida Statutes, as amended from time to time, not possessed or used in accordance with a lawful prescription.
- 39.2.5 "Specimen" means blood or urine of the human body capable of revealing the presence of drugs or their metabolites or alcohol.
- 39.2.6 "Adulterated or tampered specimen" means a specimen reflecting the presence of a foreign substance, reflecting clinical signs or characteristics not associated with a normal specimen, or if an endogenous substance is present at a concentration greater than the normal physiological concentration. An adulterated or tampered with specimen that is unable to be tested due to tampering or adulterants will be considered as a refusal to submit to the test and the member will be subject to disciplinary action, up to and including termination.
- 39.2.7 "Chain of Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing specimens, and reporting of test results.
- 39.2.8 "Safety-sensitive position" means any position, including a supervisory position covered by this Agreement, in which a drug impairment would constitute an immediate and direct threat to public health or safety.
- 39.2.9 "Special risk" means members who are required as a condition of employment to be certified under chapter 633 or chapter 943.

39.3. Circumstances When Testing May Be Required:

- 39.3.1 This section applies only to members who use their Commercial Driver's License for the benefit of the Employer. The City Manager, or designee,

may require an employee to submit to drug and/or alcohol testing as required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382 et seq. This federal regulation also known as “CDL Testing” requires testing for alcohol as well as for controlled substances. Drug and alcohol threshold levels and procedures for CDL testing shall be as specified in 49 CFR 382, et seq.

39.3.2 The City Manager, or designee, may also require a member to submit to testing when the member’s immediate supervisor of Battalion Chief or above have a reasonable suspicion to believe that the member has possessed, used, distributed or been under the influence of illegal drugs or alcohol in violation of this policy. A reasonable or founded suspicion is an opinion which is based on specific and articulable facts and reasonable inferences drawn from those facts in light of experience. A supervisor may suspect that a member is using or under the influence of illegal drugs or alcohol by observing symptoms or behavior, including but not limited to:

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

The decision to require the member to submit to testing in the case of suspected alcohol abuse, or in the case of suspected drug abuse, will require the approval of the City Manager, or designee, upon recommendation of the member’s immediate supervisor of Battalion Chief or above, prior to any test taking place. The cost of such test shall be the Employer's responsibility. Members who are using a lawfully prescribed drug are encouraged to notify their department head and/or the Human Resources Department in advance of taking a drug test. The Police

Department will be notified if illegal drugs are found or involved. The Employer, in coordination with law enforcement officers, reserves the right to search City property and facilities.

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

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

39.3.5 Post Vehicle Accident Testing. All unit members will be subject to urine drug and breath alcohol testing if they are involved in an accident that results in any one of the following: a fatality, OR injuries requiring medical attention away from the accident scene, OR in which one (1) or more vehicles incur a disabling damage AND is transported away, OR the unit member receives a citation because of the accident.

Post vehicle accident drug and alcohol tests must be performed as soon as possible. Tests must be performed as soon as the scene is concluded following an accident. If an alcohol test is not administered within two (2) hours following the accident, the City must still attempt to administer the test, and must also prepare and maintain on file a record stating the reason(s) the test was not properly administered. The requirement to do post-accident testing should in no way interfere with necessary medical attention.

39.4 Testing Procedures:

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

39.4.1.1 Members who are required to submit to a test for the presence of alcohol or illegal drugs shall sign an authorization releasing all test results and records to the Employer. Any member who refuses to sign such authorization, or who refuses to submit

to alcohol or drug testing in accordance with this policy, shall be subject to disciplinary action, up to and including termination.

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

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

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

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

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

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

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

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

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

39.4.4.4 If the results of the second test are positive, only after an MRO (Medical Review Officer) has given the member an opportunity to explain the positive test results, the Employer shall be notified of the results. The Employer shall notify the

member of the results. At that time, the member may elect to have the second sample subjected to testing. The member has the choice of having the second sample tested at the Employer designated lab, at Employer expense, or at another lab, that meets the specifications established in 39.4.1, at the member's expense. The Employer will reimburse the member for the expense of the alternate lab, if the results are negative, to a maximum of the amount the Employer would have spent if the Employer's designated lab had conducted the second testing. If the tests on the second sample are positive, or if the member does not request testing of the second sample, the Employer may take corrective action as provided below, including disciplinary action where appropriate.

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

39.4.6 Any member who feels a need for alcohol treatment may request and will receive treatment through the City's Employee Assistance Program (EAP). Those who voluntarily come forward before being mandatorily requested to go for an alcohol screening will be permitted to continue employment with the Employer, provided they comply with all requirements of the alcohol treatment and/or rehabilitation program.

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

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

39.4.7.2 If the member successfully completes the approved treatment program/plan, the member will be subject to four (4) random

tests for two (2) years following completion of the approved treatment program/plan. Refusal to submit to a random test or have a positive, adulterated or tampered specimen, after rehabilitation, shall be terminated.

- 39.4.8 Those members who successfully complete a course of treatment or rehabilitation will be subject to unannounced testing for alcohol for a period of one year following completion of the treatment/rehabilitation program. A test result indicating the presence of alcohol during this period will result in the member's discharge from City employment.
 - 39.4.9 Any member who is arrested for or convicted of a crime involving substance abuse is required to notify the City's Human Resources Department no later than twenty-four hours after such arrest or conviction.
 - 39.4.10 Members who are required by this Article to take a test shall be required to sign an authorization form releasing the records of such tests to the Employer. The Employer shall release relevant information contained in those records only to those Employer management officials and representatives directly involved in employment related decisions involving that member. This shall not limit the Employer from providing work-related information regarding the member to the member's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.
- 39.5 If a member disputes the certification of reasonable suspicion, the member must nonetheless, submit to testing as ordered while simultaneously filing a grievance over the order. The grievance must be orally communicated to the Employer at the time the testing is ordered. The member may file this grievance through the designated Union grievance representative, legal counsel, or any other means as stated in Florida Statutes. The grievance shall immediately be subjected to the expedited arbitration process of the Federal Mediation and Conciliation Service unless the Employer and the Union mutually agree to a local arbitrator. A finding of no reasonable suspicion means the specimen shall be destroyed, and the member shall suffer no adverse consequences. Pending the arbitrator's decision, which shall be final and binding, the test sample(s) shall be preserved. The related costs of the expedited arbitration and preserving the test sample(s) shall be borne by the losing party. Where the Union does not represent the member and the arbitrator rules in favor of the Employer, the member shall be deemed the losing party and bear full costs. Refusal to submit to testing under the terms stated above may be grounds for disciplinary action, up to and including dismissal.

ARTICLE 40
TRANSFER OF CITY SERVICE

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

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

16th DAY OF November, 2018

FOR THE CITY



Gregg Lynk
City Manager

FOR THE UNION



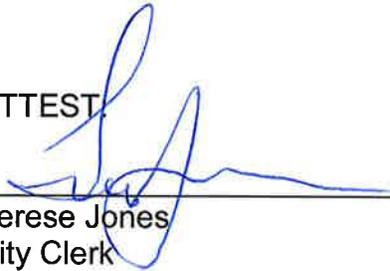
Brian Gent, President
IAFF Local 2446



John Mellace, Vice-President
IAFF Local 2446

THIS AGREEMENT HAS BEEN RATIFIED BY THE CITY COUNCIL OF THE CITY OF PALM BAY ON THIS 16th DAY OF November, 2018.

ATTEST



Terese Jones
City Clerk



William Capote
Mayor

November 16, 2018

Date