

# AGREEMENT

between

**THE CITY OF ROCKLEDGE  
FLORIDA**

*(The Public Employer)*

and

**LOCAL #3138  
of the  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS**

*(The Union)*

**2009/2012 AGREEMENT**



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**ARTICLE 1**  
**PREAMBLE**

1.1 This agreement is entered into between the City of Rockledge, hereinafter referred to as the Employer, and the International Association of Fire Fighters, Local 3138, hereinafter referred to as the Union, as exclusive representatives of the Fire Fighters/Lieutenants of the City of Rockledge Fire Department. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment in accordance with Florida Statutes.

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 The Employer hereby recognizes the Union as exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for such Fire Fighters and Lieutenants employed by the City of Rockledge.
- 2.2 In the event that an article of this contract is by mutual consent in need of negotiation, that will be permitted at any time during the contract period, not to exceed one additional item brought by each party during each year. All articles negotiated in this manner must be, before their implementation, ratified by the Union, and agreed to by the City Council of the City of Rockledge. No oral statement of intent shall be binding upon either party, and each is obligated to follow the wording of the contract as written.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities; and all powers and authority of the Employer are retained by the Employer, except as modified by State Law and this agreement. Management officials of the Employer possess the rights, in accordance with applicable laws, regulations, and provisions of the Personnel Management System, but are not limited to, the following:
- A. To manage and direct the employees of the City.
  - B. To hire, promote, transfer, schedule, assign and retain employees in positions with the City.
  - C. To suspend, demote, discharge or take other reasonable disciplinary action against employees for just cause.
  - D. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
  - E. To maintain the efficiency of the operations of the City.
  - F. To determine the methods, means and personnel by which such operations are to be conducted, including the rights to contract and subcontract existing and future work.
  - G. Organization of City government.
  - H. The number of employees to be employed by the City.
  - I. The number, types and grades of positions or employees assigned to an organizational unit, department or project.
  - J. Internal security practices.
  - K. Those matters covered by the City of Rockledge Personnel Manual and the General Operating Procedures of the Rockledge Fire Department, as amended by the City from time to time at the City's sole discretion, without recourse through the grievance procedure after a thirty- (30-) day period for review and comment.
- 3.2 The City has the sole authority to determine the purpose and mission of the City Council and

the amount of the budget to be adopted by the City Council.

- 3.3 If, in the sole discretion of the Employer, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
- 3.4 It is understood by both parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and employees, at the discretion of the Employer, may be required to perform duties not within their job description within the Fire Department; provided, however, Fire Department employees will not be required to perform tasks except those that are fire service-related as determined by the Fire Chief or designee.

**ARTICLE 4**  
**UNION BUSINESS AND REPRESENTATION**

- 4.1 The Union shall notify the Employer in writing of the names of its representatives. The Employer agrees that during the term of this agreement, it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this agreement. Names of Union representatives shall be posted on the Union bulletin board by Union officials and maintained current at all times.
- 4.2 Union representatives shall have the opportunity to investigate and process grievances while on duty, providing such investigation would not interfere with the daily work schedule or other normal responsibilities of the Fire Department, and also providing the Union representative has the permission of the Fire Chief or his designee to do so.
- 4.3 The Union agrees to deal only with the City Manager or his designee in matters requiring mutual consent or other official action.
- 4.4 It is mutually understood and agreed that the Employer shall not compensate the representative of the Union and employees in the Bargaining Unit for time spent in meetings or conferences held in connection with the negotiations of an agreement, for meetings to arbitrate any disputes or for meetings with respect to a dispute which has been referred to an impartial neutral. However, one (1) on-duty representative will be allowed to attend the meeting if adequate staffing is available, and said meeting is held within the city limits and the representative is subject to call for emergency purposes, as determined and approved by the Fire Chief or his designee, with the understanding that approval will not be arbitrarily withheld.



**ARTICLE 5**  
**DUES DEDUCTION**

- 5.1 Employees covered by this agreement may authorize, in writing, payroll deductions for the purpose of paying Union dues. Under no circumstances shall the Employer be required to deduct Union fines, penalties, or special assessments from the pay of any member.
- 5.2 The Union will initially notify the Employer as to the amount of the deductions. Such notification will be certified to the Employer in writing over the signature of an authorized Union official.
- 5.3 Dues shall be deducted on a weekly basis and the funds deducted shall be remitted to the treasurer of the Union within thirty (30) days. The Union agrees to indemnify and hold harmless the Employer, its agents, employees, and officials from and against any claims, demands, damages of causes of action (including, but not limited to, claims, etc., based upon clerical or accounting errors caused by negligence), of any nature whatsoever, asserted by any person, firm, or entity, based upon or related to payroll deduction of Union dues. The Union agrees to defend, at its sole expense, any such claims against the Employer or its agents, employees, and officials. The term "officials" as used herein includes elected and appointed officials.
- 5.4 The payroll deduction shall be revocable by the employee notifying the Employer and the union in writing at least thirty (30) days prior to the date upon which such revocation shall become effective.
- 5.5 No dues deductions shall be made from the pay of any Employee for any payroll period in which the employee's net earnings for that payroll, after other deductions, are less than the amount of dues to be checked off.
- 5.6 An authorization form for dues deduction is included in the appendices of this agreement.

**ARTICLE 6**  
**DISCRIMINATION**

- 6.1 The Employer and the Union agree that there will be no discrimination against any employee because of race, age, color, creed, religion, national origin or sex. The Employer and the Union agree not to discriminate against any employee for his membership or non-membership in the Union.
- 6.2 The Employer and the Union agree that the use of masculine gender pronouns to indicate employees of the Bargaining Unit shall be interpreted to mean both male and female employees, that such usage is in the interest of readability and follows proper rules of English, and, further, that such usage is not intended as, nor shall it be interpreted to be, sexual discrimination.

**ARTICLE 7**  
**PROHIBITION OF STRIKES**

- 7.1 Neither the Union nor any of its officers, agents, or any employee covered by this agreement will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, or any intentional interruption of the operations of the Employer, regardless of the reason for doing so. Any violation of this Article shall subject the violator to the penalties provided for in Sections 447.505 and 447.507, Florida Statutes.
- 7.2 The Union agrees that in the event of any strike, work stoppage, unauthorized picketing or interference with the operation of the Employer, the Union President or, in his absence, another designated officer shall promptly and publicly disavow such strike and work stoppage and order the employees engaged in such activities to return to work.
- 7.3 During the term of this Agreement, the Employer agrees there will be no lockouts by the City.

## ARTICLE 8

### GRIEVANCE PROCEDURES

8.1 In mutual effort to provide harmonious working relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances between the parties arising from the application or interpretation of this agreement.

8.2 A grievance is defined as "any disagreement, submitted in writing by a member of the bargaining unit or the Union, over the interpretation or application of the terms of this agreement."

8.3 The following steps shall constitute the grievance procedure:

**STEP I:** Any employee claiming a breach of any provision of this Contract may refer the matter, personally and with the Union, in writing in three (3) copies; the original to be presented to the Fire Chief and a copy to the representative of the Union and a copy to the grieved party. Said written grievance shall state the nature of the grievance, the section of the Contract violated and the remedy requested. The Fire Chief shall, within seven (7) calendar days from the receipt of the written grievance, respond in writing to the party with a copy to the Union.

**STEP II:** Thereupon, if the grievance remains unadjusted after Step I, then the grieved party or the representative of the Union may refer the grievance within seven (7) calendar days from the response in Step I, to the City Manager. The City Manager shall have fourteen (14) calendar days from the receipt of the grievance in which to reply in writing.

**STEP III:** Any grievance not processed in accordance with the time limits above shall be considered conclusively abandoned. Any grievance not answered in the time limits will automatically proceed to the next step. Any grievance not resolved in Step II may be referred to arbitration within ten (10) calendar days of the date of the City Manager's response.

8.4 After the grievance has been submitted for arbitration, the parties will attempt to agree on an independent arbitrator. If the parties cannot agree, then the parties or their representatives shall request the panel of arbitrators from the roster provided by the Federal Mediation

Service. The parties shall select an arbitrator from the list by such method as they may jointly elect; or if they are unable to agree on such method, then by the method of alternative striking of names.

- 8.5 The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of the Contract. His decision shall be made in writing.
- 8.6 Each party shall bear the expense of its own witnesses and any transcript of the arbitration hearing. The cost of arbitration shall be paid by the losing party as directed by the arbitrator. In the event there is not a directed losing party, the cost of arbitration shall be borne by the parties equally.
- 8.7 Time limits may be extended at any step by mutual agreement in writing. Extensions will not exceed fourteen (14) calendar days.
- 8.8 The Arbitrator shall decide all contract issues brought before him, including the need for arbitration, should it arise.
- 8.9 The City agrees to inform the Union of any hearing related to a grievance filed in connection with the Fire Department for personnel covered by this contract.

**ARTICLE 9**  
**SENIORITY AND REDUCTION IN FORCE**

- 9.1 **City-Wide Seniority.** City-wide seniority is defined as the length of employment with the City. Such seniority shall be acquired by full-time employees after completion of a probationary period, at which time seniority shall be retroactive to the first day of employment.
- 9.2 **Departmental Seniority.** Departmental seniority is defined as the length of employment within the employee's current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.
- 9.3 **Classification Seniority.** Classification seniority is defined as the length of time of employment within a particular classification. Seniority shall accumulate during paid absences because of illness, injury on the job, vacation or other authorized leave. An employee will retain seniority, but will not accrue seniority during an authorized leave of absence without pay.
- 9.4 Seniority will be lost when an employee:
- A. Terminates voluntarily;
  - B. Is discharged for just cause;
  - C. Exceeds an authorized leave of absence;
  - D. Fails to notify the City of his intentions to return from recall within three (3) calendar days, and/or failure to report at the assigned time, which will not exceed ten (10) calendar days, after given notice by the City (Certified Mail).
- 9.5 **Reduction in Force.** Should a reduction in the Public Employer's work force become necessary, terminations by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

- A. Layoff shall be by classification within a department.
  - 1. Upon establishing the number of employees to be laid off within a classification in a department, the Public Employer shall lay off in accordance with seniority.
- B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the same department.
- C. The laid-off employee shall have the right to bump into a lower classification within the department.
- D. In the event the abolished positions are reestablished, those individuals affected shall have first right of refusal to their former positions.

**ARTICLE 10**  
**MAINTENANCE**

- 10.1 The Employer agrees to supply and make available all materials required as determined by the Employer in the day-to-day maintenance and upkeep of all fire stations.



**ARTICLE 11**  
**PERSONNEL FILES**

- 11.1 Employees of the Bargaining Unit will have the right to review, upon reasonable notice, or copy at their expense their official or departmental personnel file.
- 11.2 Employees in the Bargaining Unit have the right to include in their personnel files any certificates, awards or records of achievement which pertain to the employee's occupation relative to fire service.
- 11.3 The Employer agrees that Bargaining Unit members shall have the right to include in their personnel files written refutation (including witness statements) of any material related to a grievance proceeding.
- 11.4 It is also agreed by both parties that, upon request by employee to management, any material related to a written or verbal reprimand will be removed from any Departmental files, (not to be confused with official files kept exclusively at City Hall) on any member after twelve (12) months of refraining from action that caused infraction. It is also hereby understood that such infraction has been sufficiently settled and not to be brought up again in future discussions. The term *Departmental files* will cover any file kept on any member and retained within the Fire Department.

**ARTICLE 12**  
**BULLETIN BOARDS**

12.1 The Union shall be authorized to utilize in each fire station, bulletin board space for the posting of Union elections, appointments and meeting dates and any other business pertaining to the Union. It shall be the responsibility of the Union to keep its bulletin boards current and in neat and presentable order. All materials posted shall be initialed by one of the officials of the Union and shall be removed by an official of the Union. All materials posted upon Union bulletin board space, in accordance with the above rules, shall be the property of the Union.

**ARTICLE 13**  
**LABOR-MANAGEMENT COMMITTEE**

- 13.1 By mutual agreement of the Employer and the Union, there is hereby established a joint Labor-Management Committee, which shall consist of not more than two (2) members designated by the Union, and the Fire Chief and a member from his staff.
- 13.2 This Committee shall meet at least once each year or by mutual consent. The meeting may be held during working hours, if so approved by the Fire Chief.
- 13.3 The purpose of these meetings will be to discuss matters of mutual concern.
- 13.4 It is further understood, however, that any recommendations made by this Committee shall not be binding upon Management or the Union.

**ARTICLE 14**  
**DISTRIBUTION OF AGREEMENTS**

14.1 Distribution of the Bargaining Unit Agreement to new and current employees shall be the sole responsibility of the bargaining unit at no expense to the Employer. The City will agree, however, to provide one (1) copy to the Union President at no cost.

**ARTICLE 15**  
**RETIREMENT**

- 15.1 The City and the Union agree to adhere to all provisions of the Retirement Plan as administered by the Retirement Committee and approved by the City Council. The City and employee shall each contribute seven percent (7%) of the employee's base pay to the Retirement Plan.
- 15.2 Upon request, when leaving the employ of the City, the employee may withdraw all funds contributed by him, plus interest,, and all funds due him under vested interest. The Employer agrees to use all funds received from the State of Florida Insurance Fund exclusively for the benefit of fire fighters as required by State Law.

**ARTICLE 16**  
**DISCIPLINE AND DISCHARGE**

16.1 The Employer agrees to comply with the Florida Statutes - Fire Fighters Bill of Rights - in matters concerning discipline and discharge, as listed below:

- A. The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.
- B. No fire fighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the fire fighter of the nature of the investigation. The fire fighter shall be informed beforehand of the names of all complainants.
- C. All interrogations shall be conducted at a reasonable time of day, preferably when the fire fighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
- D. The fire fighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.
- E. Interrogation sessions shall be of reasonable duration and the fire fighter shall be permitted reasonable periods for rest and personal necessities.
- F. The fire fighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.
- G. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the fire fighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
- H. An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.
- I. No fire fighter shall be discharged, disciplined, demoted, denied promotion or seniority,, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by

reason solely of his or her exercise of any of the rights granted or protected by this part.

- 16.2 All matters of discipline will follow the outline of the policy stated in the General Operating Procedures of the Rockledge Fire Department, as amended by the City from time to time at the City's sole discretion, without recourse through the grievance procedure after a thirty-(30-) day period for review and comment.

**ARTICLE 17**  
**DUTY HOURS**

17.1 The current schedule of duty hours will be retained for the duration of this Contract.



**ARTICLE 18**  
**OVERTIME AND CALL-BACK PAY**

- 18.1 All time worked over the work cycle will be compensated at time and one-half (1-1/2) the base rate of pay; however, time worked shall not include any leave except vacation leave.
- 18.2 Call-Back Pay. When the Employer requires the employee to return to work for duty not on their assigned shifts, the Employer shall compensate the employee for a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base rate of pay, subject to Section 18.1.
- 18.3 Time on duty shall commence upon reporting for duty and shall end upon notification to leave the duty station.
- 18.4 Employees who are required to remain on-duty in excess of their normal tour of duty, or are required to report for duty prior to their normal tour of duty, shall be compensated at one and one-half (1-1/2) times the employee's base rate of pay for all hours worked beyond the normal tour of duty, subject to Section 18.1.
- 18.5 Overtime shall be allocated among eligible employees pursuant to the General Operating Procedures of the Fire Department, as amended from time to time.
- 18.6 Compensation for Off-Duty Training. Employees will be compensated at one and one-half (1-1/2) times their base rate of pay when mandatory by the department to attend training, subject to Section 18.1.
- 18.7 Any employee who is required to serve on a committee during off-duty time will be paid at a rate of one-and-one-half (1.5) times their base rate of pay, subject to Section 18.1.
- 18.8 Compensation for Mandatory Off-Duty Meeting. Employees who are required to attend a meeting during off-duty time will be compensated with compensatory time at the rate of one

and one-half (1-1/2) times the actual time spent at a meeting, not to exceed twelve (12) hours of compensatory time per year

**ARTICLE 19**  
**UNIFORMS AND EQUIPMENT**

19.1 The Employer shall furnish to all employees a standard uniform when hired. The Employer shall also furnish each employee a set of turn-out gear (bunker gear). This equipment shall meet or exceed NFPA and OSHA standards. The required equipment and uniform are as follows:

- A. Safety Helmet
- B. Bunkercoat with Liner
- C. Bunkerpants with Liner
- D. Pair of Bunkerboots
- E. Pair of Fire Retardant Gloves
- F. Set of Suspenders
- G. Nomex Hood
- H. Four (4) Pair Blue Poly/Cotton Pants/Shorts (determined by Fire Chief)
- I. Two (2) Blue Uniform Shirts (White for Lieutenant)
- J. Black Leather Belt
- K. Navy Blue Jacket with Liner
- L. Set of Brass
- M. Nametag
- N. Long Sleeve Blue Uniform Shirt (White for Lieutenants)
- O. Black Tie
- P. Four (4) Work Shirts (gray)
- Q. Ear Plugs
- R. Work Gloves
- S. One (1) Long Sleeve Work Shirt

19.2 Any employee who breaks, damages, destroys or loses personal items necessary to perform his duties may submit a request for reimbursement. Such reimbursement shall be subject to reasonableness and approved by the City Manager, as recommended by the Fire Chief or his designee, prior to reimbursement being received.

19.3 The Employer agrees that any employee who shall receive any breakage or damage to his uniform or assigned personal departmental equipment in the line of duty shall have it replaced at no cost to the employee. The replacement for the damaged equipment shall be ordered within ten (10) working days. The employee will be furnished with safe temporary

equipment until the replacement is secured. Any employee who loses, damages, or destroys due to negligence his uniform or assigned personal departmental equipment shall replace the article at his own expense, which may be deducted from his own paycheck, providing this expense does not exceed \$10.00 per month.

**ARTICLE 20**  
**PROMOTIONS**

20.1 Promotions to the rank of Lieutenant will be determined by the procedures outlined in the General Operating Procedures of the Rockledge Fire Department, as amended from time to time.

**ARTICLE 21**  
**WORKING OUT OF CLASSIFICATION**

- 21.1 The Employer agrees to compensate any fire fighter who is required to accept the responsibility and carry out the duties of Lieutenant for ten (10) hours or more on any one (1) shift at the rate of \$20.00 per shift. The Fire Chief shall determine when this criteria has been met, and shall forward same for payment.
- 21.2 The Employer agrees to compensate any lieutenant who is required to accept the responsibility and carry out the duties of a battalion chief due to absence of the battalion chief for ten (10) hours or more on any one (1) shift at the rate of \$30.00 per shift. There shall be a limitation of \$2,000 per contract year (October 1 - September 30) in total payout by the City during said contract year.

**ARTICLE 22**  
**RULES AND REGULATIONS**

22.1 The Employer agrees that departmental rules and regulations which affect wages, hours, and other conditions of employment shall be subject to the grievance procedure.

The Union agrees that its members shall comply with Fire Department Rules and Regulations, amended by the City from time to time at the City's sole discretion, without recourse through the grievance procedure after a thirty- (30) day period for review and comment or a time agreed to by mutual consent.

**ARTICLE 23**  
**TIME EXCHANGE**

- 23.1 All time exchanges must be approved by the duty officer in charge of the shift where the exchange will take place. In the absence of the duty officer, approval must be obtained from the Fire Chief.
- 23.2 Time exchange will be in writing, and with approval being required by the Fire Chief and/or his designee. Further, the employee requesting the time exchange is obligated for all time worked during the exchange period. Paramedics are required to do time exchange with other certified paramedics unless approved by the Fire Chief or his designee.
- 23.3 It is understood and agreed that the exchanging of time will not interfere with the operation of the Fire Department or create added expense such as overtime or payment for working out of classification.
- 23.4 Any approval of a time exchange by the shift supervisor shall not be arbitrarily withheld.



**ARTICLE 24**  
**SAFETY AND HEALTH**

- 24.1 The Employer agrees to make every reasonable effort to provide the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, deaths, injuries and illnesses in the Fire Service. In this article, the Union, through its various representatives, committees, officers, and agents, has been accorded certain participatory opportunities relating to employee safety and health. The Union hereby agrees to cooperate and encourage all employees to work in a safe manner.
- 24.2 The Employer agrees to receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Within thirty (30) days of receipt, the Employer shall give a written reply to the employee/Union regarding the disposition of their recommendation.
- 24.3 All members of the Bargaining Unit will participate in the Hepatitis B inoculation program.
- 24.4 The City physical will be provided through the health insurance. The City will reimburse the employee for any co-payments that are required (if applicable).

**ARTICLE 25**  
**LEGAL DEFENSE AND INDEMNIFICATION**

25.1 The Employer agrees to undertake the defense of any employee of the Bargaining Unit against civil damage suits resulting from their actions while acting in the scope of their employment. The extent of the protection undertaken by the Employer shall be that provided in the current liability group insurance policy.

## **ARTICLE 26**

### **HOLIDAYS**

26.1 The Employer agrees to recognize the following paid holidays for all employees of the Bargaining Unit:

- A. The first day of January: **New Year's Day**
- B. The third Monday of January: **Martin Luther King's Birthday**
- C. The last Monday of May: **Memorial Day**
- D. The fourth day of July: **Independence Day**
- E. The first Monday of September: **Labor Day**
- F. The eleventh day of November: **Veterans Day**
- G. That day in November proclaimed as **Thanksgiving Day**
- H. The day following Thanksgiving Day (effective 2001)
- I. The twenty-fifth day of December: **Christmas Day**
- J. **One (1) Floating Holiday** (granted to employees who have six (6) months of unbroken service with the City; the Floating Holiday is a paid holiday and shall not be eligible for use by the employee).

26.2 An additional Floating Holiday, to be observed as a day off, will be granted annually to employees who have six (6) months of unbroken service with the City. Approval of the date for the Floating Holiday will be subject to scheduling and shall not create overtime. The Floating Holiday must be used within the current calendar year and cannot be carried over into the next calendar year.

26.3 The Employer agrees to compensate eligible employees for one-hundred-twelve (112) hours of holidays on the first pay period in December of each year at the employee's hourly base rate of pay. The employee must be on the payroll on the date the holiday occurs in order to

be paid for that holiday in December.

- 26.4 If an employee is on sick leave the calendar day prior to, of, or after the holiday, the said employee shall not receive pay for that holiday. (The only exception to this provision is if the employee is on a scheduled sick leave for surgery, previous injury, or previous illness that is documented by a doctor's certificate presented to the Fire Chief, or an employee who must leave to attend to an immediate family member due to illness or injury.)

**ARTICLE 27**  
**VACATIONS**

27.1 The Employer agrees to provide the employee a benefit in accordance with the following:

1 through 3 years:	144 hours
4 through 7 years:	168 hours
8 through 12 years:	216 hours
13 through 18 years:	288 hours
19 through 24 years:	312 hours
Over 25 years:	336 hours

27.2 Employees taking vacation after completing probation may take their vacation in increments of not less than four (4) hours. Employees may use vacation leave for purposes of non-fire-related schooling or education, subject to scheduling.

27.3 A Bargaining Unit member is entitled to utilize of vacation time without notice, provided that the following conditions are met:

- A. The Bargaining Unit member must report to work his regularly scheduled shift;
- B. The Bargaining Unit member's use of vacation leave without notice cannot operate to create overtime for any other Bargaining Unit member; and
- C. The Bargaining Unit member's use of vacation leave without notice cannot cause the department to fall below minimum staffing requirements.

27.4 With the approval of the Fire Chief, up to one-hundred-forty-four (144) hours may be carried forward into the next year of employment. In no case shall the carry forward be for a period in excess of one (1) year.

Employees with greater than twelve (12) years of service may carry forward up to 168 hours of vacation to the next year of employment. In addition, they may reduce the carry forward to 144 hours and be paid for up to 24 hours at their current rate of pay on the anniversary. However, qualified employees shall request this option in writing to the City Manager at least seven (7) days prior to their anniversary date; otherwise, the buy-back option is automatically null and void.

27.5 Employees becoming sick while on vacation and desiring to use sick time in lieu of vacation time shall submit a request to the Fire Chief, accompanied by a doctor's certificate of illness; the Fire Chief shall determine whether sick leave shall be used, based on the merits of the case presented.

27.6 VACATION SCHEDULES

- A. Vacation schedules will be made up by the shift commander, with the approval of the Fire Chief, on a basis of seniority and department work schedules. Vacations shall be arranged as to be mutually convenient to both the employee and the Employer, when possible, but should a conflict occur, the requirements of the Employer shall prevail. Individuals with the greatest seniority are limited to selecting the dates they desire for one (1) vacation period each calendar year. Two (2) shift personnel may be on vacation simultaneously, to include Battalion Chiefs with Lieutenants, as scheduling may permit.
- B. The Fire Chief may change the vacation schedule, if required.
- C. Vacations may be taken any time during the calendar year, subject to the approval of the Fire Chief. Vacation requests for the year must be submitted in writing to the shift commander.
- D. Should an employee be required to work during his assigned vacation period, he shall be granted his vacation at a later date.
- E. The Employee shall have the right to cancel his vacation upon giving a minimum notice of one (1) hour in advance to the shift commander prior to taking the vacation leave.
- F. Termination/retirement pay for available vacation leave shall follow the following formula:

Divide the amount of the normal weekly salary by fifty-six (56) hours to determine the hourly rate; multiply the hourly rate by the number of vacation hours available.

$$(\text{normal weekly salary}) \div (56 \text{ hours}) = (\text{hourly rate}) \times (\text{available hours})$$

**ARTICLE 28**  
**SICK LEAVE**

28.1 GENERAL POLICY

- A. Paid sick leave will be granted to all Bargaining Unit members when they are ill, if they have accumulated sufficient sick hours on their record. Vacation time may be used after accumulated sick leave has been exhausted.
- B. Sick leave will be accumulated at the rate of twelve (12) hours per month and charged by actual hours used, subject to Section 28.6.
- C. Sick leave is a privilege which shall be allowed only for personal sickness or quarantine because of contagious disease in an employee's family.
- D. No employee may use accumulated sick leave prior to the end of his probationary period without the approval of the Fire Chief and the City Manager.
- E. Sick leave available and remaining unused as of September 30, 1996 will be converted at the rate of one day equals twenty-four (24) hours.
- F. The time of day indicated on the Battalion Chief's cell phone will be the official time.

28.2 If an employee is to be absent from duty due to sickness, he must notify his supervisor or department office not less than thirty (30) minutes prior to the time he is scheduled to be at work. Violation of this provision shall result in the following disciplinary action:

- A. First Offense: Written reprimand
- B. Each subsequent offense beyond the first offense shall result in loss of pay for that day in accordance with Article 30.4 of the Contract.

28.3 No employee is permitted to use sick leave that has not already been accumulated, except by approval of the City Manager.

28.4 A doctor's certificate of illness may be required of the employee in order to utilize sick leave to cover lost time from work if more than six (6) shifts are used in a 12-month period.

28.5 Employees required to leave their positions in order to take care of family members who are

ill are permitted to use ninety-six (96) hours of sick leave per calendar year, except in extenuating circumstances as approved by the Fire Chief and the City Manager.

Family members are defined as the following relatives of the employee or the employee's spouse: mother, father, brother, sister, children, grandchildren or grandparents.

28.6 Sick leave may be accumulated with no limit for use purposes and may not be taken in increments of less than one (1) hour.

28.7 Sick leave shall only apply to an employee's health. Sick leave shall not be used for vacation or personal time off. Abuse of sick leave shall be grounds for termination.

28.8 PAYMENT FOR SICK LEAVE

A. Upon termination (including retirement) of the employee for any reason, excepting discharge for cause, accumulated sick leave will be paid at the employee's current base rate of pay (see 28.8 [C]) for fifty percent (50%) of the accumulated hours.

B. No sick leave will be paid any employee upon separation from the City if said employee has been employed less than one (1) continuous year, or if employee fails to give at least one (1) week notice.

C. Termination/retirement pay for available sick leave shall follow the formula defined below:

Divide the amount of the normal weekly salary by fifty-six (56) hours to determine the hourly rate; multiply the hourly rate by the number of sick leave hours available.

(normal weekly salary). (56 hours) = (hourly rate) x (available hours)

D. Payment of available sick leave at termination/retirement is subject to the following maximum limits:

1 through 15 years:	50% of available hours up to 1200 hours
More than 15 years:	50% of available hours up to 1500 hours

E. At time of termination/retirement, if the amount of available sick leave exceeds 300 hours, the City may pay out subject to Section 9.7 of the City Personnel Policies and Procedures Manual.



**ARTICLE 29**  
**MILITARY LEAVE**

- 29.1 Employees covered by this agreement who are military reservists shall be granted annual military leave on all days in which they may be engaged in a field exercise or other training ordered under the provisions of the United States Military Regulations. However, this leave shall not exceed those limitations provided within Chapter 115 of the Florida Statutes. Any and all leave time which exceeds those limitations will be considered leaves of absence without pay, unless the employee elects to use accumulated vacation time.
- 29.2 The employee shall notify the Fire Chief or his designee prior to his going on military leave, and shall state, if known, the time said employee will be required to be away.

**ARTICLE 30**  
**WAGES**

30.1 Effective the pay week commencing October 2, 2008, each member of the Bargaining Unit shall receive a three percent (3%) increase in base pay within the following pay ranges. The new wage range for Bargaining Unit members shall be as follows, effective October 2, 2008:

	<b><u>Firefighter</u></b>	<b><u>Lieutenant</u></b>
Minimum	\$32,960.00	\$51,809.00
Maximum	\$51,809.00	\$61,000.00

30.2 Any member promoted to a higher rank whose salary in the lower rank equals or exceeds that of the minimum salary for the higher position shall receive a minimum increase of five percent (5%) of base salary, provided, however, that the salary of the promoted bargaining unit member shall not exceed the salary of the lowest paid bargaining unit member who has greater time of service in the promoted rank. No bargaining unit member shall be above the pay maximum for their category. If a member reaches the maximum for his position prior to the October 2, 2008 increase in base pay, that member shall receive a lump sum equivalent to three percent (3%) of his base salary; the lump sum shall be paid in quarterly installments. The City reserves the right to alter this provision if it becomes apparent that this provision has resulted in a promoted bargaining unit member receiving an insufficient pay raise, under which circumstances the City may, in its sole discretion, elect to issue a higher pay raise.

30.3 For the purposes of calculating the FLSA cycle, time worked shall be limited to vacation or holiday leave only. The FLSA pay shall be calculated every two weeks (14 days).

30.4 Any employee who has unpaid leave time, for any reason, shall realize a reduction in pay equivalent to the hours of said unpaid time.

30.5 Pursuant to the condition of Section 4.10 of the Personnel Policies and Procedures Manual of the City of Rockledge, longevity pay shall be given to bargaining unit employees.

30.6 Any employee who receives his EMT certification after employment shall receive a \$1,000

increase within the appropriate range.

30.7 As of October 1, 2008, employees who have served in the rank of lieutenant for more than three (3) years and less than five (5) years shall receive an additional \$500 in base pay.

As of October 1, 2008, employees who have served in the rank of lieutenant for more than five (5) years and less than ten (10) years shall receive an additional \$750 in base pay.

As of October 1, 2008, employees who have served in the rank of lieutenant for more than ten (10) years shall receive an additional \$1,000 in base pay.

In no case shall the salary enhancements provided above cause the employee's salary to exceed the maximum established for the position.

**ARTICLE 31**  
**PREVAILING RIGHTS**

31.1 All benefits and working conditions enjoyed by the employees at the time this agreement takes effect which are not included in this agreement, and known to the Employer and which do not infringe upon Management Rights as stated in Article 3 of this agreement shall be presumed to be reasonable and proper.

**ARTICLE 32**  
**BEREAVEMENT LEAVE**

- 32.1 Employees covered by this agreement may be granted, upon approval of the Fire Chief or his designee, time off with pay, in the event of a death in his immediate family. This shall commence the day following the date of death. This shall not exceed two (2) shifts in-state and three (3) shifts out-of-state, but in no case shall it exceed seven (7) consecutive calendar days from the first day after the date of death.
- 32.2 The employee's immediate family shall be as defined in the City of Rockledge Personnel Policies and Procedures Manual.
- 32.3 Bereavement leave as defined herein shall not be charged to vacation leave or sick leave; however, if the employee needs additional time off, it may be deducted from sick leave, if deemed appropriate by the Fire Chief or his designee.
- 32.4 If notified of a death in his immediate family during duty hours, the employee shall be granted the duration of the shift off with pay. Bereavement leave will start the following day as specified in Section 32.1 of this article.

**ARTICLE 33**  
**JURY DUTY/COURT TIME**

- 33.1 Employees covered by this agreement shall be granted time off with pay and without loss of Fair Labor Standards Act pay for reporting for jury duty upon presentation to his supervisor of satisfactory evidence relating to said jury duty. Upon receipt of *jury duty pay*, the employee will notify the City of the amount received, same to be deducted from the next regularly received weekly payroll check.
- 33.2 Employees covered by this agreement who are required to appear in court or to give a deposition while on an off-duty status, as a result of action arising during the employee's official duty, shall be compensated at one and one-half (1.5) times the employee's hourly base rate of pay. This time shall be based on time spent at the courthouse or other facility and shall require proof of appearance and time, and to be signed by an authorized court official. Every effort shall be made by the Employer and the employee to have required court appearances or depositions scheduled during duty hours.
- 33.3 The provisions of this Article do not apply to employees who volunteer for jury duty or any other type of judicial service.

**ARTICLE 34**  
**MATERNITY, PATERNITY & ADOPTION LEAVE**

- 34.1 Maternity Leave. Employees covered by this agreement may request a leave of absence without pay for the period immediately preceding, during, and following the delivery of a baby. Such leave shall not be less than that recommended by the employee's physician, but in no case shall the leave exceed 180 days.
- 34.2 The employee may use all accrued sick and vacation leave prior to the commencement of the leave of absence without pay.
- 34.3 Paternity and Adoption. Employees covered by this agreement will be allowed to use up to ninety-six (96) hours of accrued sick leave for the purpose of being with their spouse during and following the delivery of a child or for the purpose of taking care of the business of a scheduled adoption. This leave shall be subject to the limitations of Article 28.6 of this agreement.

**ARTICLE 35**  
**GROUP HOSPITALIZATION AND LIFE INSURANCE**

35.1 The Employer agrees to maintain a medical, surgical, maternity, life, hospitalization benefits group insurance benefit.

35.2 The Employer agrees to maintain the present rate of contribution toward premium payment of group hospitalization insurance, if structured by the City; otherwise, City reserves the right to adjust contribution and benefit levels if imposed by another level of government. However, the City agrees to provide an equivalent benefit as provided to the general employees of the City.

Employee: 100%

Dependent: 50%



**ARTICLE 36**  
**INJURY BENEFITS**

- 36.1 The Employer agrees to attempt to provide employees covered by this Agreement who suffer an on-the-job injury a temporary light duty position if cleared by the treating physician. This light duty position will be with the intent that the employee is capable of returning to full duty status within a reasonable time, as determined by the Fire Chief.
- 36.2 The employer agrees that employees covered by the Agreement who suffer an on-the-job injury shall be allowed to select their own physician for medical care (with prior approval of the City Manager). All reports and charges of physicians shall comply with the laws of the State of Florida.
- 36.3 The employer agrees that in the event of an on-the-job injury to any employee covered by this agreement:
- A. If unable to return to duty the employee shall be paid his full wages from the date of the injury for a period not to exceed one-hundred-eighty (180) consecutive calendar days. All workers compensation benefits received by the injured employee shall be endorsed to the employer.
  - B. The employee shall be entitled to receive all workers compensation benefits after the one-hundred-eighty (180) calendar day period.
  - C. An employee injured on the job shall not lose any benefits to which they are entitled while on temporary disability except insofar as all premiums paid by the employee shall be remitted to the City weekly by said employee.
  - D. Any employee who is able to return to work after an injury shall be reinstated to his former position, providing he is qualified to perform the work and is released by the treating physician.
  - E. This section shall be applicable to injuries which occur in the course of the performance of fire fighter duties and responsibilities as outlined in the Departmental G.O.P., and shall exclude sports-related injuries which occur on duty, unless required as a part of a defined physical fitness training program.

## ARTICLE 37

### COMPENSATION UPON TERMINATION OF EMPLOYMENT

- 37.1 The Employer agrees that upon one (1) week's written notice of intent to resign or retire from service with the City and after completion of the probationary period, an employee shall be eligible to receive the following:
- A. Accumulated vacation time;
  - B. Accumulated sick leave, in accordance with Article 28 of this agreement;
  - C. Accumulated overtime;
  - D. Accumulated Holiday pay; and
  - E. Accumulated retirement benefits in accordance with the provisions of the Retirement Plan.
- 37.2 The Employer agrees that should an employee's services terminate by reason of his death, his beneficiary(ies) will be eligible to receive the following:
- A. Accumulated vacation time;
  - B. Accumulated sick leave, in accordance with Article 28 of this agreement;
  - C. Accumulated overtime;
  - D. Accumulated Holiday pay;
  - E. Accumulated retirement benefits in accordance with the provisions of the Retirement Plan; and
  - F. Life Insurance for Fire Fighters as required by State Statute.
- 37.3 The Employer agrees that should an employee be discharged for just cause he shall be eligible to receive the following:
- A. Accumulated vacation time (after one (1) year of continuous employment);

- B. Accumulated overtime;
- C. Accumulated Holiday pay; and
- D. Accumulated retirement benefits in accordance with the provisions of the Retirement Plan.
- E. It is understood that accumulated sick leave will not be paid upon discharge for just cause.

37.4 The Employer agrees that in the event there is a reduction in force, severance pay will be granted as follows:

- 1 through 5 years service : 2 weeks pay
- 6 through 10 years service : 4 weeks pay
- 11 through 25 years service : 6 weeks pay
- over 26 years service : 8 weeks pay

In addition to the severance pay, the employee shall be eligible to receive the following:

- A. Accumulated vacation time (after one (1) year of continuous employment);
- B. Accumulated sick leave in accordance with Article 28 of this agreement;
- C. Accumulated overtime;
- D. Accumulated Holiday pay; and
- E. Accumulated retirement benefits in accordance with the provisions of the Retirement Plan.

## ARTICLE 38

### EMPLOYEE EDUCATION AND INCENTIVE PAY

38.1 The Employer agrees to continue to offer a tuition reimbursement program for employees covered by this Agreement in an effort to promote and encourage an upgrading of the educational level of its fire fighting and fire prevention personnel. This program will be based upon the following principles:

- A. The employee must be registered at an accredited institution in a career-related course (to include courses required in the curriculum for attainment of a degree in Fire Science, fire, or job-related subject).
- B. To obtain reimbursement for tuition, the employee must inform the Fire Chief, in writing, of the title of course, the beginning and ending dates of the course, and have approval from the Fire Chief that the course qualifies for tuition reimbursement, prior to enrollment in the course.
- C. Only one (1) course per any given semester shall be eligible for reimbursement; however, the City may approve additional courses at the City's sole discretion on a case-by-case basis.
- D. Tuition reimbursement shall be as follows:

Final Grade of "C" or better, or "Pass" in a Pass/Fail course: 100%

38.2 The Employer agrees to reimburse the employee for fifty percent (50%) of the cost of new textbooks and 100% of the cost of used textbooks purchased while taking courses in accordance with the principles outlined in Section 38.1 of this article. All text books purchased under this article shall become the property of the City of Rockledge upon course completion.

38.3 Whenever minimum staffing is available, the Employer agrees to modify the working schedules of Bargaining Unit employees attending advanced schools and college courses which are job-related. This will at no time cause overtime or out-of-category pay for the City. Employees may be required to drive a City vehicle and carry a radio or pager, and be subject to emergency call.

38.4 Any Fire Fighter/Lieutenant successfully completing EMT certification after being employed by the City of Rockledge shall be reimbursed up to \$500.00 (with supporting documentation), which shall serve to cover expenses for tuition, books, lab fees, and insurance. The Employer agrees to bear all costs for EMT re-certification. The Employer further agrees to provide transportation and time off for attendance of classes, if necessary. It is understood that such time off shall not disrupt departmental activities or cause overtime.

38.5 An employee receiving financial aid from some other source (i.e., V. A. Pell Grant) automatically negates enforcement of Article 38.1, 38.2, and 38.4.

38.6 The City agrees to provide incentive pay for Bargaining Unit Members as follows:

A. All Bargaining Unit members are entitled to and shall receive incentive pay at the rate of \$25.00 per week provided that they have attained, and continued to maintain, State certification as a driver engineer.

B. All Bargaining Unit members are entitled to, and shall receive incentive pay at the rate of \$25.00 per week provided that they have attained, and maintained, State certification for Fire Officer-I status.

C. If a Bargaining Unit Member has both the Driver Engineer and Fire Officer-I Certificates, the member shall receive incentive pay to a maximum of \$40.00.

D. Any Bargaining Unit Member (non-paramedic status) who is certified as an EMTI shall receive an incentive of \$10 per week.

A Bargaining Unit member's incentive pay will be included in all relevant wage and salary calculations associated with retirement and overtime.

38.7 Paramedic Education and Compensation

A. There shall be a maximum of seven (7) active paramedic positions per shift for purposes of incentive pay.

B. The City agrees to pay for the cost of training and certification for current Bargaining Unit members seeking to obtain paramedic certification. The City will further pay the costs of re-certification and necessary continuing education for maintaining licensure for all Bargaining Unit members who hold paramedic certification, regardless of whether or not they occupy one of the active positions as a paramedic.

- C. Upon commencement of the first City-sponsored training course for paramedics, those Bargaining Unit members holding state paramedic certification as of the effective date of this contract shall be reimbursed for actual expenses incurred by that Bargaining Unit member in conjunction with obtaining paramedic certification, not to exceed four thousand dollars (\$4,000.00). Further, any Bargaining Unit member who has already initiated paramedic certification prior to the effective date of this agreement, but who has not yet attained paramedic certification, shall be reimbursed for his actual expenses incurred in the course of seeking paramedic certification, not to exceed four thousand dollars (\$4,000.00), limited to 21 positions.
- D. Overtime shall be reasonably authorized to allow Bargaining Unit members to complete paramedic certification. The Fire Chief, or his designee, shall have reasonable discretion in using overtime to accommodate schedules in order to allow Bargaining Unit members the opportunity to complete required clinical hours; overtime shall be utilized only after all reasonable efforts are made to meet minimum staffing requirements without causing overtime.
- E. All paramedics who receive paramedic training and obtain certification at the expense of the City, or who are reimbursed for their training pursuant to paragraph 3 above, shall be required to sign a two-year service contract with the City which shall obligate them, in the event that they voluntarily separate from their employment with the City, to reimburse the City as follows:
  - 1. Any employee voluntarily separating from the City within 12 months of obtaining certification shall reimburse the City for 100% of the expenses paid by the City in respect of that Bargaining Unit member's paramedic education.
  - 2. Any employee voluntarily separating from the City after 12 months, but before 24 months, of obtaining certification shall reimburse the City for 50% of the expenses paid by the City in respect of that Bargaining Unit member's paramedic education.

This paragraph covers only the actual payments made by the City to outside sources and does not include reimbursement to the City for any overtime expenses, internal administrative expenses, on-duty time utilized by the employee in pursuit of the program or any other incidental costs. The date by which the above periods are to be calculated shall be commensurate with the date upon which the Bargaining Unit members obtains state certification or the effective date of the contractual provisions presently being negotiated, whichever date is later.

- F. A Bargaining Unit member who accepts paramedic certification at the expense of the City shall be obligated to use all good faith efforts and due diligence to obtain state certification. Any Bargaining Unit member who fails to use good faith efforts and due diligence to obtain state certification shall be required to reimburse the City for the actual expenses incurred by the City in conjunction with that paramedic's training. This paragraph covers only the actual payments made by the City to outside sources and does

not include reimbursement to the City for any overtime expenses, internal administrative expenses, on-duty time utilized by the employee in pursuit of the program or any other incidental costs.

- G. The City agrees that no existing Bargaining Unit members shall be subject to termination for not obtaining paramedic certification.
- H. Bargaining Unit Members employed after September 30, 2003 and having already attained paramedic status shall immediately receive the \$3,000 annual incentive pay. An additional \$1,000 annual incentive pay shall be granted when solo status is achieved, but in no case earlier than ninety (90) days after employment. The final \$1,000 incentive pay shall be granted ninety (90) days after solo status has been achieved, but no sooner than 180 days after the initial date of employment, subject to the limitations of 38.7 (A).

Bargaining Unit Members who have served in solo paramedic status for three (3) or more years and employed by the City for five (5) or more years shall receive additional annual incentive pay of \$500. Bargaining Unit Members who have served in solo paramedic status for six (6) or more years and employed by the City for ten (10) or more years shall receive additional annual incentive pay of \$1,000.

- 38.8 If any Bargaining Unit member covered by this contract is unable to perform the duties of a paramedic or driver/engineer for a period greater than sixty (60) calendar days, said Bargaining Unit member will not receive the incentive pay until said member can again perform said duties without restrictions.

**ARTICLE 39**  
**SAVINGS CLAUSE**

39.1 If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.



**ARTICLE 40**  
**ENTIRE AGREEMENT OF THE PARTIES**

40.1 The parties acknowledge and agree that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all understandings and agreements arrived at by the parties after exercise of the right and opportunity are set forth in this agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this agreement. This agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining.

**ARTICLE 41**  
**APPENDICES AND AMENDMENTS**

41.1 All appendices and amendments of this agreement shall be numbered and signed by the responsible parties and shall be subject to all the provisions of this agreement.

**ARTICLE 42**  
**DRUG FREE WORKPLACE**

42.1 The City maintains a drug free workplace policy. The City reserves the right to require all employees to have an additional physical examination by a doctor of the City's choice which may include, at the City's discretion, a psychological examination and drug and controlled substance testing. One of the purposes of the said physical examination is to determine the use and/or abuse of controlled drugs and substances. In addition, the City reserves the right, upon written documentation, to request any employee to take a drug and/or controlled substance test and/or psychological examination with a showing of reasonable individualized suspicion that said employee, while on duty, is under the influence of drugs or alcohol or used a controlled substance, as defined by Florida Statutes. Such testing will be accomplished by breathalyzer, urinalysis or blood test. An employee's refusal to submit to testing, upon request based upon foregoing standard, may be cause for immediate termination. The Bargaining Unit agrees to support efforts by the City to maintain a drug-free workplace and to comply with provisions of the Workers Compensation Drug Testing Policy.

42.2 Policy and Procedure. Any employee suspected of using, abusing or illegally possessing any drug or controlled substance will be covered by these provisions:

- A. Reasonable individualized suspicion shall be based upon personal observation and written documentation by a supervisor or manager. All documentation must include the following:
  - 1. Dates of suspicion
  - 2. Behavior or observation of any or all of the following:
    - a) Exhibiting erratic or unusual behavior
    - b) Chronic lateness or absenteeism
    - c) Unexplained or lengthy disappearance during the day
    - d) Paranoia
    - e) Irritability
    - f) Suspiciousness
    - g) Sharp mood swing
    - h) Changes of appearance and behavior

- i) Abrupt change in ability to perform normal work duties
  - j) Other reasonable causes
  
- B. Upon implementation of a physical examination/testing procedure, the City will immediately notify the Union office of the action taken and the name of the suspected employee.
  
- C. All test results shall be kept confidential and shall be available only to designated Employer representatives, designated Bargaining Unit representatives or designated legal representatives.
  
- D. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment, the qualification of the lab personnel, the chain of custody of the specimen, and the accuracy rate of the laboratory. The employee may request a retest at his/her own expense at the same facility within twenty-four (24) hours of the first test.
  
- E. Discipline related to a confirmed positive test result shall be consistent with the seriousness of the infraction, including rehabilitation without pay up to termination, at the discretion of the Employer.

**ARTICLE 43**  
**EMPLOYEE PHYSICALS**

43.1 The City shall provide all members an annual physical examination by a doctor of the City's choice. The following minimum requirements shall be included in the physical.

Basic examination  
Range of motion testing  
Chest X-Ray  
EKG  
SMA (Biochemical test battery)  
Pulmonary Functioning Test  
CBC  
Audiogram (if indicated)  
Urinalysis

43.2 Results will be made available to the employee by the doctor conducting the examination.

43.3 The physician will provide a letter to the City on fitness for duty, stating: "This is a statement of fitness to perform the necessary functions of a firefighter. Medical results are confidential in nature and will only be released by consent of the employee or other legal action. Your medical file will be maintained by our office, future examinations will be included in this file.

The letter shall indicate the following:

At this time, the examination indicates that:

- This employee IS FIT to perform firefighting activities.
- This employee is NOT FIT to perform firefighting activities.
- Results have been discussed with the employee.
- Follow-up is required with the employee's physician or this office.
- Follow-up is not required.

This is a statement of fitness to perform the necessary functions of a firefighter. Medical results are confidential in nature and will only be released by consent of the employee or other legal actin. Your medical file will be maintained by our office, future examinations will be included in this file.

**ARTICLE 44**  
**DURATION**

44.1 This agreement shall become effective upon ratification by both parties after October 1, 2009 and shall remain in full force and effect until its expiration date of September 30, 2012. The Agreement is subject to limited renegotiation on a yearly basis, including the issue of wages and two (2) issues per party, per year, which may be chosen by either party in advance of the annual renegotiation.

Ratified by the Bargaining Unit this 26th day of September 2009.

Approved by the Rockledge City Council this 7th day of October 2009

FOR THE CITY:

FOR THE UNION:

/s/ James P. McKnight  
City Manager

/s/ Steve Deatherage  
President

/s/ Larry L. Schultz  
Mayor

/s/ Jeff Hughey  
Representative