

# AGREEMENT

between

The City of Rockledge  
Florida

and

Teamsters  
Local Union No. 769

representing

Fire Department Battalion Chiefs

for the period

October 1, 2008  
through  
September 30, 2011

Amended 2009



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# **Article 1**

## **Preamble**

This Agreement is entered into between the City of Rockledge (the City) and Teamsters Local Union No. 769 (the Union), as exclusive bargaining representatives for the Fire Battalion Chiefs of the City of Rockledge, Florida, Fire Department. It is the purpose of this Agreement to achieve and maintain harmonious relations, to provide equitable and peaceful adjustment of grievances, and to establish standards for wages, hours of work, work rules, and other conditions of employment in accordance with Florida Statutes.

## **Article 2**

# **Recognition**

The City hereby recognizes the Union as exclusive Bargaining representative for the purpose of collective bargaining with respect to wages, hours of work, work rules, and other conditions of employment for the Fire Battalion Chiefs employed by the City of Rockledge.

## **Article 3**

### **Management Rights**

Those matters covered by the City of Rockledge Personnel Manual and the General Operating Procedures of the Rockledge Fire Department, not modified by this Agreement, and as amended by the City from time to time at the City's sole discretion without recourse to the grievance procedure after a thirty (30) day period of review and comment shall constitute Management Rights.

## Article 4

### Union Business and Representation

- A. The Union shall notify the City in writing of the names of its representatives. The City agrees that during the term of this Agreement, it will deal with authorized Shop Stewards and Business Agents of the Union. The Union will notify the City of its Shop Stewards and shall cause to have posted such listing.
  
- B. Shop Stewards shall have the opportunity to investigate and process grievances while on duty, provided such investigation would not interfere with the daily work schedule or other responsibilities of the Fire Department, and also providing the Shop Steward has, prior to, informed the Fire Chief or his designee.
  
- C. The Union agrees to deal only with the City Manager or his designee in matters requiring mutual consent or other official action. The City shall notify the Union in writing of the person designated as “designee”.
  
- D. 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 of 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

### Union Dues

- A. Employees covered by this Agreement may authorize, in writing, payroll deductions for the purpose of paying union dues, initiation fees and assessments. Under no circumstances shall the City be required to deduct Union fines or penalties from the pay of any member.
- B. The Union will invoice, on a monthly basis, the City in the amount due and owing for each member who has authorized payroll deductions.
- C. Union dues shall be deducted on a weekly (48 deduction) basis and the funds deducted shall be remitted to the Secretary-Treasurer of the Local Union by the 10<sup>th</sup> day of the month following dues collection.
  - 1. The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages or causes of action (including, but not limited to, claims etc., based upon clerical or accounting errors not caused by negligence), 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 City or its agents, employees and officials. The term "officials" as used herein includes elected and appointed officials.
- D. The payroll deduction shall be revocable by the employee notifying the City and the Union in writing at least thirty (30) days prior to the date upon which such revocation shall be effective.
- E. 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 period, after other deductions, are less than the amount of dues to be checked off.
- F. An authorization form for dues deduction is included in the appendices of this agreement.

## **Article 6**

### **Discrimination**

- A. The City 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 City and the Union agree not to discriminate against any employee because of his membership or non-membership in the Union.
  
- B. The City and the Union agree that the use of masculine gender pronouns to indicate employees of the bargaining unit shall be interpreted to mean both male and female employees.

## **Article 7**

### **Prohibition of Strikes**

- A. Neither the Union nor any of its officers, agents, or any employee covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, or any intentional interruption of the operations of the City, regardless of the reason for doing so. Any violation of this Article shall subject the violator to the penalties provided in Florida Statutes.
  
- B. The Union agrees that in the event of any strike, work stoppage, unauthorized picketing or interference with the operation of the City, the Union President, or his designee shall promptly and publicly disavow such strike and work stoppage and order the employees engaged in such activities to return to work.
  
- C. The City agrees that it will not lockout employees covered by this Agreement.

## Article 8

# Grievance Procedure

- A. In mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed and understood by both parties that there shall be a procedure for the resolution of grievances arising from discipline, application or interpretation of this Agreement that produces as a final step binding arbitration.
- B. A grievance is defined as “any disagreement, including discipline, as to application or interpretation of this Agreement”, submitted by a member or group of members of the bargaining unit or the Union.
- C. The following steps shall constitute the grievance procedure:
- Step 1: The member, with his shop steward or a non-member claiming breach of this Agreement shall first conduct informal discussions with the Fire Chief or his designee regarding the matter at issue. Such discussion shall take place within ten (10) days of when the employee would have known or had reasonable knowledge of the matter. The Fire Chief or his designee shall have five (5) days to provide the employee with an answer.
- Step 2: If the Fire Chief or his designee’s response in Step 1 is unsatisfactory to the employee or the Union, the issue shall be reduced to writing (for members on a form provided by the Union) and submitted to the Fire Chief or his designee for his written response, which shall be provided within five (5) days.
- Step 3: The employee or the Union shall, within five (5) days, present the dispute to the City Manager for his consideration. The City Manager may, within five (5) days of receipt of the grievance, conduct a hearing. If conducted the hearing shall include the member and his business agent, or the employee, the Fire Chief or his designee and any pertinent witnesses. The City Manager shall have fifteen (15) days from the date of said hearing, to render, in writing, an answer to the employee and the Union. If the answer of the City Manager is unsatisfactory to the employee or the Union the matter becomes eligible for appeal to binding arbitration.
- D. After the grievance has been submitted for arbitration, the parties will attempt to agree on an independent arbitrator. If the parties can not agree, then the parties or their representatives shall request a panel of arbitrators from the Federal Mediation and Conciliation Service, the cost of the panel to be borne equally by the parties. The parties shall select the arbitrator by means of alternate striking until only one name remains and that shall be the arbitrator.

- E. The decisions of the Arbitrator shall be final and binding on the City, the employee and the Union. The Arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision of the Arbitrator shall be in writing and rendered to the parties within thirty (30) days of the closing of the hearing.
  
- F. Each party shall bear the expense of its witnesses, other than the grievant, and the cost of any transcript of the proceedings shall be paid by the party requesting such record. The parties shall share equally the normal and reasonable expenses of the Arbitrator.
  
- G. Time limits may be extended at any step by mutual agreement in writing. Extensions shall not exceed fourteen (14) days.
  
- H. The City agrees to inform the Union of any hearing related to a grievance filed in connection with application or interpretation of this Agreement, as described above, and the Union shall be allowed to participate in such hearings, in the case of a non-member the Union shall act only as a witness and not a representative.

## Article 9

### Seniority and Reduction in Force

- A. **City-Wide Seniority** is defined as the length of employment with the City; Full-time employees shall acquire such seniority after completion of a probationary period, at which time such seniority shall be retroactive to date of employment.
- B. **Departmental Seniority** is defined as the length of time of employment within the employee's current department. Departmental seniority shall accrue from the first day of employment in a new department.
- C. **Classification Seniority** is defined as the length of time of employment within a particular classification. Seniority shall accumulate during absences because of paid illness; injury on-the-job, vacation and other authorized leaves.
- D. Seniority will be lost when an employee:
1. Terminates voluntarily;
  2. Is discharged for just cause;
  3. Exceeds an authorized leave of absence;
  4. Fails to notify the City of his intent to return from furlough three (3) days after receipt of such recall notice or fails to report at the assigned time, which will not exceed ten (10) days after receipt of notice by the City . (Certified Mail.)
- E. Reduction in Force shall be accomplished in the following manner:
1. Layoff shall be by classification within a department, in order of inverse seniority, with recall rights to the position.
  2. No regular employee shall be laid off while there is an emergency, temporary, part-time or probationary employee serving in the same classification within the same department.
  3. The laid off employee shall have the right to bump into a lower classification within the department.
  4. In the event the abolished positions are reestablished, those employees affected by the lay off in 1. above, shall, in seniority order, be recalled to their former position.

## **Article 10**

# **Maintenance**

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

## Article 11

### Personnel Files

- A. Employees of the bargaining unit will have the right to review, upon reasonable notice, or copy at their expense their official departmental personnel file.
- B. 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.
- C. The City agrees that bargaining unit members shall have the right to include in their personnel file written refutation (including witness statements) of any material related to a grievance proceeding.
- D. It is agreed by the parties that, upon request by the employee, any material related to any verbal reprimand or written reprimand will be removed from any Departmental files, (not to be confused with official files kept exclusively at City Hall) of any member after twelve (12) months of refraining from action that caused the infraction. It is 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 within the Fire Department.
- E. The City of Rockledge recognizes that all employees are to be afforded due process when accused of rule or policy violations. The City recognizes the following classes of employees and establishes procedures that an employee may elect to use.
  - 1. Probationary Employees
    - a. Name Clearing Hearing - Generally, probationary employees have only a "liberty interest" during the process. Any disciplined employee may request a name clearing hearing when a public record indicates that he acted improperly and it affects his good name and reputation associated with employment. The purpose of the hearing is to afford the employee an opportunity to refute stigmatizing information and pursue the removal of that information, as well as any unsubstantiated allegations, from public record. In all cases, employees who wish to have a Name Clearing Hearing must request it to their Department Head.

## 2. Non-Probationary Employees

- a. Grievance Procedure - An employee may use the grievance procedure to appeal a disciplinary action taken against him when there is a disagreement over the issues discipline. The grievance procedure to be utilized is established within the manual or within labor agreements. During an appeal the employee will retain seniority status by must accept any disciplinary action. Should the disciplinary action be reversed on appeal, the employee is entitled to have returned to him all wages for time lost, not to exceed a normal workweek.
- b. Pre-Determination Hearing - Accused employees facing discipline that could result in dismissal, suspension, or demotion for disciplinary reasons shall be offered a pre-determination hearing by their Department Head. The purpose of this hearing is to afford the employee an opportunity to present information to explain his action and/or dispute the charges prior to a disciplinary decision. Attendance to a scheduled hearing is optional for the employee.
- c. Name Clearing Hearing - Any disciplined City employee may request a name clearing hearing when a public record indicates that he acted improperly and its affects his good name and reputation associated with employment. The purpose of the hearing is to afford the employee and opportunity to refute stigmatizing information and pursue the removal of that information, as well as any unsubstantiated allegations, for public record. In all cases, employees who wish to have a Name Clearing Hearing must request it to their Department Head.

## **Article 12**

### **Bulletin Boards**

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 other business pertaining to Union activities.

## **Article 13**

### **Labor Management Committee**

- A. By mutual agreement of the City 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 the City Staff.
- B. This Committee shall meet as needed or at other time by mutual agreement. The meeting may be held during working hours, if so approved by the Fire Chief.
- C. The purpose of these meetings will be to discuss matters of mutual concern other than those, which are considered collective bargaining issues.
- D. 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**

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 to the Union.

## **Article 15**

### **Retirement**

- A. The City, its employees and the Union agree to adhere to all the provisions of the Retirement Plan as administered by the Retirement Committee and approved by the City Council.
  
- B. 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.
  
- C. The City and employee shall each contribute seven percent (7%) of the employee's base pay to the retirement plan.

## Article 16

### Discipline and Discharge

- A. The City agrees to comply with the Florida Statutes-Fire Fighters Bill of Rights-in matters concerning discipline and discharge.
1. Any questioning 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.
  2. No Battalion Chief shall be subjected to questioning without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the Battalion Chief of the nature of the investigation.
  3. All questioning shall be conducted at a reasonable time of day, preferably when the Battalion Chief is on duty, unless the importance of the questioning or investigation is of such a nature that immediate action is required.
  4. The Battalion Chief 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 questioning.
  5. Questioning sessions shall be of reasonable duration and the Battalion Chief shall be permitted reasonable periods for rest and personal necessities.
  6. The Battalion Chief being questioned shall not be subjected to offensive language or offered any incentive as an inducement to answer any question.
  7. A complete record of any questioning shall be made, and if a transcript of such questioning is made, the Battalion Chief under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
  8. An employee or officer of the City may represent the City, and an employee organization may represent any member of the bargaining unit desiring such representation in any proceedings.
  9. No Battalion Chief 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.
- B. All matters of discipline will follow the outline of the policy stated in the General Operating Procedures of the Rockledge Fire Department, as amended. Provided however, the provisions of the General Operating Procedures are not in conflict with the provisions of this Agreement, and in such case the Agreement shall prevail.

## **Article 17**

### **Duty Hours**

The duty hours of employees shall be, for those assigned to on-line fire service three (3) shifts of 24-hours on duty and 24-hours off duty within five (5) consecutive days followed by four (4) consecutive 24-hour periods off, and for those employees assigned to off-line fire service five (5) consecutive 8-hour days within a seven (7) consecutive days.

However, the employee or the City may request, for 40-hour employees, a “flex” schedule, any agreement on a flex schedule must be by mutual agreement of the City and the employee.

## Article 18

### Overtime and Callback Pay

- A. All time worked over the work cycle will be compensated at time and one-half (1½) the base rate of pay.
- B. Call-Back Pay. When the Employer requires the employee to return to work for duty not on their assigned shift, the Employer shall compensate the employee for a minimum of two (2) hours pay at one and one-half (1½) times the employee's base rate of pay, subject to Section A above.
- C. Time on duty shall commence upon reporting for duty and shall end upon notification to leave the duty station.
- D. Employees who are required to remain on-duty in excess of their normal tour of duty shall be compensated at one and one-half (1½) times the employee's base rate of pay for all hours worked beyond the normal tour of duty, subject to Section A above.
- E. Overtime shall be allocated among eligible employees pursuant to the General Operating Procedures of the Fire Department, as amended from time to time.
- F. Compensation for Off-Duty Training Employees will be compensated at one and one-half (1½) times their base rate of pay when mandatory by the department to attend training, subject to Section A above.
- G. 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 (1½) of their base rate of pay, subject to Section A above.
- H. When a Battalion Chief is on vacation, and the subordinate employee of that shift that is acting as Shift Commander is then absent, and that absence creates the requirement for overtime, the members of the Bargaining Unit shall be given the right of first refusal for the overtime created thereby.

- I. If a Lieutenant is absent from work and the City determines the need to fill the position, Battalion Chiefs shall be eligible only after one attempt has been made to contact all lieutenants and firefighters.

## Article 19

### Uniforms, Equipment and Vehicles

- A. The City shall furnish to all employees a standard uniform. The city 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:
1. Safety Helmet
  2. Bunkercoat with Liner
  3. Bunkerpants with Liner
  4. One (1) pair of Bunkerboots
  5. One (1) pair of Fire Retardant Gloves
  6. One (1) set of Suspenders
  7. Nomex Hood
  8. Five (5) pair Blue 50/50 Polyester Pants
  9. Two (2) White Uniform Shirts
  10. One (1) Black Leather Belt
  11. One (1) Navy Blue Jacket with Liner
  12. Set of Brass
  13. Nametag
  14. One (1) Long Sleeve White Uniform Shirts (optional)
  15. Four (4) Golf type Shirts (white)
  16. One (1) Black Tie (optional)
  17. Ear Plugs
  18. One (1) Pair Work Gloves
  19. One (1) Long Sleeve Sweat type Work Shirt
  20. Three (3) T-Shirts with City/Departmental Markings
- B. 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.
- C. The City 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.

D. The Logistics Battalion Chief, or equivalent, will be provided a vehicle to take home so that citizen community services duties can be accomplished. The person shall reside in the corporate boundaries of the City of Rockledge, and shall only use vehicle for official duties that are City-related.

## **Article 20**

### **Rules and Regulations**

The City agrees that departmental rules and regulations, which affect wages, hours, and other conditions of employment, shall not violate the provisions of this Agreement and dispute shall be subject to the Grievances/Arbitration procedures of this Agreement.

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

## **Article 21**

### **Time Exchange**

- A. All time exchanges must be approved by Fire Chief or his designee. Approval of a time exchange shall not be arbitrarily or unreasonably withheld.
  
- B. Time exchange will be in writing and the employee will secure proper approval prior to the time exchange. Time exchanges shall be limited 120 hours per employee, per year, with a limitation of not more than ten (10) times per calendar year. However, no limit shall apply to exchanges made for the purposes of employee education or training.

## **Article 22**

### **Safety and Health**

- A. The City agrees to make every effort to provide the highest standards of safety and health in the Fire Department in order to eliminate accidents, deaths, injuries and illness. Further, the Union agrees to cooperate and encourage all employees to work in a safe manner.
  
- B. The City shall accept written recommendations for the employees, or the Union, with respect to unsafe conditions or other safety ideas. Within thirty (30) days of receipt of an idea or recommendation the City will provide the employee or the Union a written response.
  
- C. All members of the bargaining unit will participate in the Hepatitis B inoculation program, the cost of such program to be borne by the City.
  
- D. 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 23**

### **Legal Defense and Indemnification**

The City agrees to undertake the defense of any employee of the bargaining unit against civil damage suits resulting from their actions while acting within the scope of their employment.

## Article 24

### Holidays

- A. The City agrees to recognize the following paid holidays. Of these approved holidays the only ones that the employee will receive in time away from work are outlined in Article 24 (B) and (C).
1. New Year's Day
  2. Martin Luther King's Birthday - The Third Monday of January
  3. Memorial Day - the last Monday of May
  4. Independence Day
  5. Labor Day - The first Monday of September
  6. Veterans Day - The eleventh day of November
  7. Thanksgiving Day
  8. Day After Thanksgiving Day (effective calendar year 2003)
  9. Christmas Day
  10. Two (2) Floating Holidays (granted to employees who have six (6) months of unbroken service with the City.
- B. One of the Floating Holidays is a paid holiday that shall not be observed as a day off by shift personnel. The second Floating Holiday is to be observed as a day off. Approval of the date for the Floating Holidays will be subject to scheduling and shall not create overtime. The Floating Holidays must be used within the current calendar year and cannot be carried over into the next calendar year.
- C. The City agrees to compensate eligible employees for one hundred twelve (112) hours of holiday pay on the first payday after December 3rd of each year at the employee's hourly base rate. Upon separation, employees will be paid for any holiday that has occurred prior to his separation.
- D. 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 present to the Fire Chief, or an employee who must leave to attend to an immediate family member due to illness or injury.)
- E. Forty-hour employees will receive a day off on each of the holidays listed above. They will be

compensated with holiday pay only if required to work by the Fire Chief or his designee.

## Article 25

### Vacations

- A. The City agrees to provide vacation, based on City-Wide seniority, in accordance with the following:

	<b>Shift Employees</b>	<b>Non-Shift Employees</b>
1-3 years	144 hours	80 hours
4-7 years	168 hours	96 hours
8-12 years	216 hours	120 hours
13-19 years	288 hours	160 hours
20-23 years	312 hours	176 hours
24 plus years	336 hours	200 hours

- B. Non-probationary employees may take their vacation in increments of not less than four (4) hours, provided they have given notice to their supervisor and it does not reduce staffing below minimum requirements or impact normal operations. Further, the approval of the vacation is at the sole discretion of the Fire Chief or his designee. Employees may also use vacation leave for the purpose of non-fire related education or schooling subject to scheduling.
- C. Up to one-hundred-forty-four (144) hours of vacation may be carried forward into the next vacation year. However, in no case shall the carry forward be for a period in excess of one (1) year. This limitation shall be eighty (80) hours for non-shift personnel. Additionally, shift personnel may be paid for up to 48 hours (non-shift limited to 40 hours) if they have greater than 144 hours available at their anniversary date (80 hours for non-shift personnel), but in no case can they go under 144 hours (80 for non-shift personnel).
- D. 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 upon the merits of the case as presented.

- E. The Fire Chief, or his designee, will make up vacation schedules and employees shall request vacation in writing. Vacations will be arranged so as to be mutually convenient to both the employee and the City, whenever possible, but should a conflict occur, the requirements of the City shall prevail. The Fire Chief may change the vacation schedule, if required. Should an employee be required to work during his assigned vacation period, he shall be granted his vacation at a later date.
  
- F. Vacations may be taken any time during the calendar year, subject to the approval of the Fire Chief. Vacations requests shall be honored in seniority order, within the bargaining unit, with advance notice to the Fire Chief.
  
- G. The employee shall have the right to cancel his vacation upon giving written notice to the Fire Chief not less than 24 hours prior to the commencement of his vacation period.
  
- H. Liquidation, for pay, of accrued and unused vacation time available on the date of separation shall be as follows:

Normal weekly salary divided by the number of scheduled hours within a workweek multiplied by the available hours.

## Article 26

### Sick Leave

#### General Policy

- A. Paid sick leave will be granted to all bargaining unit employees covered by this Agreement 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. Shift employees shall accumulate sick leave at the rate of twelve (12) hours per month and charged as actual hours used in increments of not less than 8 hours. Those employees of the bargaining unit assigned to forty- (40-) hour workweek will earn sick leave at the rate of eight (8) hours per month. Non-shift personnel are exempt from the minimum usage of eight (8) hours, but will be charged in not less than one (1) hour increments.
- C. Sick leave is a privilege which shall be allowed only for the following:
1. personal illness or injury
  2. Personal medical or dental appointments that cannot be scheduled other than during working hours.
  3. To supplement Worker's Compensation after six (6) months
  4. Personal medical/disability from pregnancy or childbirth.
- D. If an employee is absent from duty due to sickness, he must notify his supervisor or department officer-in-charge 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:
- First Offense: Written Reprimand
- Each subsequent offense within a 12-month period shall result in a loss of pay for that day in accordance with Article 28 of this agreement.
- E. No employee is permitted to use sick leave that has not already been accumulated, except with the approval of the City Manager.
- F. A doctor's certificate of illness may be required of the employee in order to utilize sick leave to cover time lost from work.

G. Employees required to leave their position to take care of dependents who are ill in their household, are permitted to use forty-eight (48) hours of their accrued sick leave per calendar year. Non-shift personnel shall be governed by a limitation of 40 hours.

H. 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.

I. 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 the employee fails to give at least one (1) week notice.

J. Payment for Sick Leave

1. Termination/Retirement pay shall be in accord with the following schedule:

a. Fifty percent (50%) of unused accumulated sick leave, subject to the following caps for both accrual and payment

1) Shift personnel will have a cap of 5,760 hours for use purposes; non-shift personnel will have a cap of 3,200 hours for use purposes. Employees with hours accumulated beyond the cap, as of October 1, 1999, shall not accumulate more hours until, and unless, they fall below the stated cap.

2) For payment purposes, the cap shall be 2,240 hours for shift personnel and 1,600 for non-shift personnel.

3) Termination/Retirement pay for available sick leave shall follow the formula as defined below:

Divide the amount of the normal weekly salary by the number of hours within a workweek, multiplied by the number of available hours, subject to the provisions of Section (J)(1)(a)(2) of this article.

K. At the time of termination/retirement, if the amount of available sick leave exceeds 500 hours, the City may, at its option, pay the monies due in a manner consistent with the provisions of Section 9.7 of the Personnel Policies and Procedures Manual of the City, as amended from time to time.

L. Shift personnel at or above 3600 hours at their anniversary date can reduce their accumulation by

36 hours and be paid same at their current base rate of pay. Shift personnel at or above 5000 hours shall reduce their accumulation by 48 hours and be paid same at their current base rate of pay. For non-shift personnel, this provision shall be limited to 16 hours.

M. Effective January 1, 2006, if an employee accumulates more than 3,200 hours (1,600 hours for non-shift personnel) of available sick leave, the employee may elect to convert not more than twenty-four (24) hours of sick leave to personal time. For shift personnel, this time must be used in not less than a 24-hour increment, and not less than an 8-hour increment for non-shift personnel. This personal leave is limited to twenty-four (24) hours per calendar year and may not be carried forward on an annual basis. This shall require approval in writing by the City Manager, following a written request submitted by the eligible employee through the Fire Chief. The day(s) of use shall be designated when the conversion of time is requested.

## **Article 27**

### **Military Leave**

- A. 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 in 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.
  
- B. The employee shall notify the Fire Chief or his designee prior to going on military leave and shall state, the time said employee will be required to be away.

## Article 28

### Wages

- A. The Employer agrees to compensate members of the Bargaining Unit within the following pay range an increase of three percent (3%) above their current base pay, effective the pay week beginning October 2, 2008:
- MINIMUM: \$59,000.00
- MAXIMUM: \$68,000.00
- NOTE: If a bargaining unit covering employees of the City of Rockledge receives a higher wage percentage increase (other than the Fraternal Order of Police), this bargaining unit shall be adjusted to that percentage.
- B. For purposes of calculating the FLSA cycle for overtime pay, time worked shall be limited to vacation leave, bereavement leave, and paid military leave only, and shall be calculated every two weeks effective October 10, 2002. In the event the IAFF FLSA cycle for overtime pay is modified, this unit shall return to the cycle in effect on September 30, 2002.
- C. Any employee who has unpaid leave, for any reason, shall realize a reduction in pay equivalent to the hours of said unpaid time.
- D. The City agrees to provide longevity pay as outlined in Section 4 of the Personnel Policies and Procedures Manual of the City.
- E. The Employer agrees to compensate employees having achieved an Associates Degree in Fire Science, or a Bachelors Degree in any field, a \$780.00 annual stipend, the same to be paid in weekly increments. Employees receiving an Associates Degree in a field other than Fire Science shall receive a \$300.00 annual stipend.
- F. The Employer agrees to compensate employees having attained state certification as paramedic a \$2,250.00 annual stipend, the same to be paid in weekly increments. The City also agrees, with proper documentation, to reimburse employees for the actual cost of tuition and books required to achieve paramedic certification; the reimbursement shall not exceed \$2,250.00.

## **Article 29**

### **Bereavement Leave**

- A. Employees covered by this Agreement may be granted time off with pay, in the event of a death in his immediate family. This shall commence the day following the date of death, and shall not exceed two (2) shifts in-state, and three (3) shifts out-of-state. However, in no case shall the leave exceed five (5) calendar days (in-state) or seven (7) calendar days (out-of-state) from the first day after the date of death. Personnel assigned to a forty-hour week shall follow the provisions enumerated in the Personnel Policies and Procedures Manual of the City, as amended from time to time at its sole discretion.
  
- B. The employee's immediate family shall be as defined in the City of Rockledge Personnel Policies and Procedures Manual of the City
  
- C. 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 or vacation, at the employee's option, if deemed appropriate by the Fire Chief or his designee.
  
- D. 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 date as defined in Section A of the article.
  
- E. Under special circumstances, an employee may request to use another form of leave as a supplement to bereavement leave with the approval of, and at the sole discretion of the City Manager or his designee.

## **Article 30**

### **Jury Duty/Court Time**

- A. A Employees covered by this Agreement shall be granted time off with 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 and it will be deducted from his next regularly received paycheck. For purposes of computing overtime, time spent on jury duty shall be considered as time worked.
  
- B. 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 (1½) 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. Every effort shall be made by the City and the employee to have required court appearances or depositions scheduled during duty hours.
  
- C. The provisions of this Article do not apply to employees who volunteer for jury duty or any other type of judicial service.

## **Article 31**

### **Maternity, Paternity and Adoption Leave**

#### **A. 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.

The employee may use all accrued sick and vacation leave prior to the commencement of such leave.

#### **B. Paternity and Adoption**

Employees covered by this Agreement will be allowed to use up to forty-eight (48) hours of accrued sick leave for the purpose of being present at the delivery of or making arrangements for adoption of a child. This leave shall be subject to Article 26 (E) of this Agreement.

## Article 32

### Group Hospitalization and Life Insurance

- A. The Employer agrees to maintain a medical, surgical, maternity, life, hospitalization benefits group insurance benefit.
  
- B. The Employer agrees to maintain the present percentage 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 33

### Injury Benefits

- A. 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.
- B. The Employer agrees that employees covered by this 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 physician shall comply with the laws of the State of Florida.
- C. The Employer agrees that in the event of an on-the-job injury to any employee covered by this Agreement:
1. If unable to return to duty the employee shall be paid his full wages from the date of the injury for a period of 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.
  2. The employee shall be entitled to receive all workers' compensation benefits after the one-hundred-eighty (180) calendar day period.
  3. 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 the said employee.
  4. 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.
  5. 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 part of a defined physical fitness training program.

## Article 34

### Compensation Upon Termination of Employment

- A. The Employer agrees that upon one (1) week's notice of intent to resign or retire from the service of the City and after completion of the probationary period, an employee shall be eligible to receive the following:
1. Accumulated vacation time;
  2. Accumulated sick leave, in accordance with Article 26 of this agreement;
  3. Accumulated overtime;
  4. Accumulated holiday pay;
  5. Accumulated retirement benefits in accordance with the provisions of the Retirement Plan in force at the date of resignation, or retirement.
- B. 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:
1. Accumulated vacation time;
  2. Accumulated sick leave, in accordance with Article 26 of this agreement.
  3. Accumulated overtime;
  4. Accumulated holiday pay
  5. Accumulated retirement benefits in accordance with the provisions of the Retirement Plan in force at the time of death; and
  6. Life Insurance for Fire Fighters as required by State Statute.
- C. The Employer agrees that should an employee be discharged for just cause he shall be eligible to receive the following:
1. Accumulated vacation time (after 1 year of continuous employment)
  2. Accumulated overtime;

3. Accumulated holiday pay; and
4. Accumulated retirement benefits in accordance with the provisions of the Retirement Plan in force at the date of termination.
5. It is understood that accumulated sick leave will not be paid upon discharge for just cause.

D. 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:

1. Accumulated vacation time (after 1 year of continuous employment)
2. Accumulated overtime;
3. Accumulated holiday pay; and
4. Accumulated retirement benefits in accordance with the provisions of the Retirement Plan in force at the date of the reduction in force.

## Article 35

### Employee Education and Incentive Pay

- A. 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:
1. 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).
  2. To obtain reimbursement for tuition, the employees must inform the Fire Chief, in writing, of the title of the 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.
  3. Only one (1) course per any given semester shall be eligible for reimbursement.
  4. Tuition reimbursement shall be as follows:      Final Grade of “C” or better: 100%
- B. 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 outlines in Section A of this article. All textbooks purchased under this article shall become the property of the City of Rockledge upon course completion.
- C. Whenever minimum staffing is available, the Employer agrees to modify the working schedules of Bargaining Unit employees attending advanced schools and college courses that 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.
- D. The Employer agrees to bear all costs of 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.
- E. An employee receiving financial aid from some other source (i.e., V. A., Pell Grant) automatically negates enforcement of Sections 1, 2, and 4.

## **Article 36**

### **Savings Clause**

- A. If any provision of this Agreement, or 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 City and the Union shall, as soon as practicable, meet to negotiate replacement provisions, the remaining parts or portions of this Agreement shall remain in full force and effect.

## Article 37

### Physical Examination/Testing Procedure

- A. The City reserves the right to require all employees to have an annual 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 or reasonable 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 the foregoing standards, may be grounds for immediate termination. The Bargaining Unit agrees to support efforts by the City to maintain a drug-free workplace and to comply with the provisions of the Workers' Compensation Drug Testing Policy.
- B. Policy and Procedure: Any employee suspected of using, abusing, or illegally possessing any drug or controlled substance will be covered by these provisions:
1. Reasonable individualized suspicion shall be based upon personal observation and written documentation by a supervisor or manager. All documentation must include the following:
    - a. Dates of suspicion
    - b. Behavior or observation of any or all of the following:
      - 1) Exhibiting erratic or unusual behavior
      - 2) Chronic lateness or absenteeism
      - 3) Unexplained or lengthy disappearance during the day.
      - 4) Paranoia
      - 5) Irritability
      - 6) Suspiciousness
      - 7) Sharp mood swing
      - 8) Changes in appearance of behavior
      - 9) Abrupt change in ability to perform normal duties
      - 10) Other reasonable causes.
  2. 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.

3. All test results shall be kept confidential and shall be available only to designated Employee representatives, designated Bargaining Unit representatives, or designated legal representatives.
4. 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 own expense, at the same facility within twenty-four (24) hours of the first test.
5. 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.
6. The consent form for an employee's authorization of testing is as follows:

*I, (employee name), voluntarily agree to submit to a physical examination, including breathalyzer, blood or urine analysis, by qualified personnel.*

*Further, I authorize any and all physicians, medical facilities, testing facilities and clinics to deliver the results of said examination or testing to the City Manager of the City of Rockledge or designee.*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Date*

## Article 38

### Duration

This agreement shall become effective on October 1, 2008, and expire on September 30, 2011.

During the term of this Agreement and upon proper notice by either party, Article 28 WAGES and two (2) other articles per party may be opened annually. For the period from October 1, 2009 through September 30, 2010, where across-the-board pay raises are granted to any other employee group, the same shall be provided to this bargaining unit.

Ratified by the Bargaining Unit Members on the 24th day of September 2008.

The 2009 amendments to this agreement were ratified by the Union on July 15, 2009.

Authorized by the City Council of the City of Rockledge, Florida, at its meeting on the 1st day of October 2008.

The 2009 amendments to this agreement were authorized by the City Council of the City of Rockledge, Florida at its regular meeting held October 7, 2009

#### FOR THE CITY:

#### FOR THE BARGAINING UNIT:

/s/ Larry L. Schultz  
Mayor

/s/ Jeptha L. Sunday  
Jeptha L. Sunday, Shop Steward

/s/ James P. McKnight  
City Manager

/s/ Daisy Q. Gonzalez  
Daisy Q. Gonzalez, Business Agent