

# AGREEMENT

between

**THE CITY OF ROCKLEDGE  
FLORIDA**

*(The Public Employer)*

and

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

*(The Union)*

**2019-2021 AGREEMENT**



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**ARTICLE 1**  
**PREAMBLE**

D. 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, including but 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 forty-five (45) 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 Deputy 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 Deputy Fire Chief or his/her designee to do so.
- 4.3 The Union agrees to deal only with the City Manager or his/her 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 while off duty 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. The bargaining unit president and vice president will be allowed to attend the aforementioned meetings on duty, and not subject to call if adequate staffing is available, and said meeting is held within the city limits, as determined and approved by the Deputy Fire Chief or designee. Bargaining unit members who are on duty will be allowed to attend the aforementioned meetings within the city limits, but shall be subject to call, and not cause disruption in the day to day operations of the department, as determined by the Deputy Fire Chief or designee.

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

- 5.1 Bargaining Unit Members 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 each pay period 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 Bargaining Unit Member for any payroll period in which the Bargaining Unit Member's net earnings for that payroll, after other deductions, are less than the amount of dues to be checked off.

**ARTICLE 6**  
**DISCRIMINATION**

6.1 The Employer and the Union agree that there will be no discrimination against any Bargaining Unit Member because of race, age, color, creed, religion, national origin or sex. The Employer and the Union agree not to discriminate against any Bargaining Unit Member for his membership or non-membership in the Union.

**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/her absence, another designated officer shall promptly and publicly disavow such strike and work stoppage and order the bargaining unit members 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 place 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 bargaining unit member 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 Deputy 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 Deputy 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/she shall have no power to alter, modify, amend, add to or detract from the terms of the Contract. His/her 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/her, 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 bargaining unit members 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 bargaining unit member'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. A bargaining unit member will retain seniority, but will not accrue seniority during an authorized leave of absence without pay.
- 9.4 Seniority will be lost when a bargaining unit member:
- A. Terminates voluntarily;
  - B. Is discharged for just cause;
  - C. Exceeds an authorized leave of absence;
  - D. Fails to notify the City of his/her 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 bargaining unit member to be laid off within a classification in a department, the Public Employer shall lay off in accordance with seniority.
- B. No regular bargaining unit member 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 bargaining unit member 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 Bargaining unit members 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 within their employment of the city.
- 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 bargaining unit member to the Deputy Fire Chief, 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 Deputy Fire Chief and a member from his/her 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 Deputy 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 bargaining unit members shall be the sole responsibility of the bargaining unit at no expense to the Employer. The City will agree, however, to provide one (1) paper copy and a digital copy via email (digital copy must be a commonly used format such as Microsoft Word or PDF) 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 bargaining unit member's base pay to the Retirement Plan.
- 15.2 Upon request, when leaving the employ of the City, the bargaining unit member may withdraw all funds contributed by him/her, plus interest.
- 15.3 Both parties agree that any and all accumulations of base and additional premium tax revenues have been and shall continue to be applied to reduce the unfunded actuarial accrued liability of the plan through September 30, 2024, pursuant to Chapter 175, Florida Statute. The parties agree that the City will establish a defined contribution plan (share plan) as a component of the Plan in accordance with Florida Statute 175.351 (2015 SB172), but the defined contribution plan will not be funded.
- 15.4 Bargaining unit members hired after October 1, 2012 shall have a benefit level as follows: 2.75% per year for 25 years and 1.25% for the next five years for a maximum multiplier of 75% of eligible pay as defined by the Retirement Plan. There shall be no increase in the multiplier after 30 years of employment.

**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 forty-five (45) day period for review and comment.

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

17.1 The current schedule of duty hours will be a twenty-four (24) hour period from 0730 to 0730 for the duration of this Contract, unless modified by mutual agreement.

**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, the floating holiday, and jury duty (should it occur during bargaining unit members scheduled work hours).
- 18.2 Call-Back Pay. When the Employer requires the bargaining unit member to return to work for duty not on their assigned shifts, the Employer shall compensate the bargaining unit member for a minimum of two (2) hours pay at one and one-half (1-1/2) times the bargaining unit member'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 Bargaining Unit Members who are required to remain on-duty in excess of their normal tour of duty, or are required to report for duty for any reason, shall be compensated at one and one-half (1-1/2) times the bargaining unit member'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 Any bargaining unit member 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 18.1.
- 18.7 Compensatory Time: Employees who are requested to attend a meeting/event/other activity/training during off-duty time will be compensated with compensatory time at the rate of one and one-half (1½) times the actual time spent on duty working, Compensatory time

shall be capped at 120 hours per Bargaining Unit Member.

- 18.8 Compensatory time may be used as vacation, subject to guidelines of Article 27, VACATION. However, compensatory time is not considered as time worked, Article 18.1.

**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 bargaining unit member 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 (navy)
- Q. Ear Plugs
- R. Work Gloves
- S. One (1) Long Sleeve Work Shirt

Note: The above list applies to all upon initial hiring or promotion, as applicable, by the City. The replacement of any of these items will be on an as needed basis. The items to be replaced shall be returned to the Deputy Fire Chief or his/her designee.

19.2 Any bargaining unit member who breaks, damages, destroys or loses personal items during scope of employment (i.e.: prescription glasses, contact lenses, and watches) 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 Deputy Fire Chief or his/her designee, prior to reimbursement being received. In cases of negligence, there shall be no reimbursement. Reimbursement is not to exceed \$100 for

watches and \$200 for eye wear based on actual receipts.

19.3 The Employer agrees that any bargaining unit member who shall receive any breakage or damage to his/her uniform or assigned personal departmental equipment in the line of duty shall have it replaced at no cost to the bargaining unit member. The replacement for the damaged equipment shall be ordered within ten (10) working days. The bargaining unit member will be furnished with safe temporary equipment until the replacement is secured. Any bargaining unit member who loses, damages, or destroys due to negligence his/her uniform or assigned personal departmental equipment shall replace the article at his/her own expense, which may be deducted from his/her own paycheck, providing this expense does not exceed \$50.00 per pay period.

19.4 Non-probationary bargaining unit members covered by this Agreement who purchase approved equipment for use on the job as a firefighter shall be reimbursed up to \$200 per fiscal year, based on submittal of a valid receipt and request for reimbursement. The approved list of equipment is:

- 1) Tools (specialized firefighting combination tools)
- 2) Flashlights (helmet mounted lights with mounting hardware and coat lights)
- 3) Gloves (NFPA/ANSI structural gloves and extrication gloves)
- 4) NFPA/ANSI safety glasses and goggles
- 5) Approved navy job shirts and/or caps with Fire Department logo
- 6) Additional work shirts beyond those provided in 19.1(P) (May be purchased by City in lieu of reimbursement)
- 7) Work shoes/boots
- 8) Any additional equipment as approved by the Deputy Fire Chief and Public Safety Director. The bargaining unit member shall request approval prior to the purchase of the equipment to be eligible for reimbursement.

**ARTICLE 20**  
**PROMOTIONS**

20.1 The process for 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 at the City's sole discretion, without recourse through the grievance procedure, after a forty-five (45) day period for review and comment.

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

- 21.1 The Employer acknowledges that fire department bargaining unit members who are required to temporarily accept the responsibility and authority of a higher rank are required to complete specialized training, and are expected to perform to the same standards of members holding that rank.
  
- 21.2 The Employer agrees to compensate any fire fighter who is directed to carry out the duties and responsibilities of Lieutenant at the rate of \$1.50 per hour for all hours serving in the Lieutenant position.
  
- 21.3 The Employer agrees to compensate any lieutenant who is directed to carry out the duties and responsibilities of battalion chief at the rate of \$1.50 per hour for all hours serving in the battalion chief position.

**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 forty-five (45) day period for review and comment or a time agreed to by mutual consent.

22.2 One (1) printed copy of all current Policies and Procedures/Standard Operating Procedures (SOP) of the Fire Department will be maintained at all three stations. Posting of changes to the Fire Department SOP will be done through Target Solutions software. .

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

- 23.1 All time exchanges must be in writing and 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 Deputy Fire Chief.
- 23.2 The employee requesting the time exchange is obligated for all time worked during the exchange period.
- 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 out of category pay.
- 23.4 In no case will a shift trade cause the department to fall below the minimum required three (3) paramedics, or likewise cause overtime for another paramedic. However, for a paramedic to trade time with a non-paramedic, at least four (4) paramedics must be scheduled for duty on the day that the trade is requested. If less than four (4) paramedics are scheduled for duty on the day the trade is requested, the paramedic requesting the trade must trade with another paramedic.
- 23.5 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 Refer to Article 43 for City physical.

**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 Bargaining Unit Members:

- 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
- I. The twenty-fifth day of December: **Christmas Day**
- J. **One (1) Floating Holiday** (granted to bargaining unit members 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 bargaining unit member).

26.2 An additional Floating Holiday, to be observed as a day off, will be granted annually to bargaining unit members 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 bargaining unit members for one-hundred-twelve (112) hours of holidays on the first pay period in December of each year at the bargaining unit member's hourly base rate of pay. The bargaining unit member must be on

the payroll on the date the holiday occurs in order to be paid for that holiday in December.

- 26.4 If a bargaining unit member is on sick leave the calendar day prior to, of, or after the holiday, the said bargaining unit member 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 Deputy Fire Chief, or a bargaining unit member 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 bargaining unit member a benefit in accordance with the following:

1 through 3 years (First Anniversary):	144 hours
4 through 7 years (Fourth Anniversary):	168 hours
8 through 12 years (Eight Anniversary):	216 hours
13 through 18 years (Thirteenth Anniversary):	288 hours
19 through 24 years (Nineteenth Anniversary):	312 hours
Over 25 years (Twenty-Fifth Anniversary):	336 hours

27.2 Bargaining Unit Members taking vacation after completing probation may schedule their vacation in increments of not less than one (1) hour. A bargaining unit member's use of vacation shall always be subject to scheduling, and shall not, under any circumstances, operate to create overtime or cause the department to fall below minimum staffing requirements.

27.3 Vacation without notice shall be defined as any vacation request which is submitted after the start of the bargaining unit member's regular shift. A Bargaining Unit member is entitled to utilize vacation time without notice, provided that the member reports for his regularly scheduled shift, and that the conditions set forth in 27.2 and 27.6 (A) are met.

27.4 With the approval of the Deputy Fire Chief, up to one-hundred-forty-four (144) hours may be carried forward into the next year of employment. In the event that the availability of vacation leave is limited for more than one hundred and twenty (120) days due to leave of another member and there is sufficient documentation that vacation leave was consistently unavailable, the amount of hours carried forward may be increased with written request prior to anniversary date and approval by the Deputy Fire Chief and City Manager. In no case shall the carry forward be for a period in excess of one (1) year.

Bargaining Unit Members with greater than twelve (12) years of service may carry forward up to 168 hours of vacation to the next year of employment. As an alternative, they may reduce the carry forward to 144 hours and be paid for up to 48 hours at their current base rate of pay on the anniversary. However, qualified bargaining unit members 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 Bargaining Unit Members becoming sick while on vacation and desiring to use sick time in lieu of vacation time shall submit a request to the Deputy Fire Chief, accompanied by a doctor's certificate of illness; the Deputy Fire Chief shall determine whether sick leave shall be used, based on the merits of the case presented.

## 27.6 VACATION SCHEDULES

- A. All bargaining members will have the opportunity to select, by seniority, one block of vacation consisting of consecutive shifts in the month of November each year. Any vacation selected in this round cannot be cancelled within thirty (30) days of that vacation time with the exception of extenuating circumstances as determined by the Deputy Fire Chief. Thereafter, vacation will be scheduled by the shift commander at the time the request is received, with the approval of the Deputy Fire Chief, on a basis of department work schedules (first come/first serve). Vacations shall be arranged as to be mutually convenient to both the bargaining unit member and the Employer, when possible; should a conflict occur, the requirements of the Employer shall prevail. . Two (2) shift personnel may be on vacation simultaneously, to include Battalion Chiefs with Lieutenants, as scheduling may permit.
- B. The Deputy 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 Deputy Fire Chief. Vacation requests for the year must be submitted in writing to the shift commander.
- D. Should a bargaining unit member be required to work during his/her assigned vacation period, he/she shall be granted his/her vacation at a later date.
- E. The bargaining unit member shall have the right to cancel his/her vacation upon giving a minimum notice of twelve (12) hours in advance of shift reporting time to the shift commander prior to taking the vacation leave. The bargaining unit member shall have the right to cancel his/her vacation upon giving a minimum notice of one (1) hour in advance to the shift commander one time per calendar year.
- F. Termination/retirement pay for available vacation leave shall follow the following formula:

Divide the amount of the normal pay cycle by 112 hours to determine the hourly rate; multiply the hourly rate by the number of vacation hours available.

(normal pay cycle) / □ (112 hours) = (hourly rate) x (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. A bargaining unit member on probation who is unable to report for duty due to illness may use accumulated sick leave, however, in all cases will be required to submit a doctor's certificate of illness. If the probationary bargaining unit member leaves employment prior to completing probation, any sick leave utilized in first twelve (12) months will result in reimbursement to the City and will be deducted from final paycheck or retirement funds.

28.2 If a bargaining unit member is to be absent from duty due to sickness, he/she must notify the on duty shift commander via the Battalion Chief's city issued cell phone not less than thirty (30) minutes prior to the time he/she is scheduled to be at work. The time indicated on the Battalion Chief's city issued cellphone will be the official time. If Battalion Chief/shift commander is unable to answer the cellphone, the time of day the voicemail was received as indicated on the Battalion Chief's city issued cellphone will be the official time. 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 bargaining unit member is permitted to use sick leave that has not already been accumulated, except by approval of the City Manager. Should a Bargaining Unit Member be absent, claiming sickness, and fail to comply with rules and regulations of this Article, such

Bargaining Unit Member shall then be charged leave without pay. Sick leave shall not accrue during any leave without pay. For example, if a Bargaining Unit Member is charged leave without pay or if a Bargaining Unit Member is suspended without pay for twenty-four (24) or more hours during any part of the calendar month, that Bargaining Unit Member will not accrue/earn a sick day for said calendar month.

28.4 A doctor's certificate of illness may be required of the bargaining unit member 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 Bargaining Unit Members 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 Deputy Fire Chief and the City Manager.

Family members are defined as the following relatives of the employee or the bargaining unit member'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 a bargaining unit member's health. Sick leave shall not be used for vacation or personal time off. Abuse of sick leave will result in progressive disciplinary action as outlined in the City of Rockledge Policy and Procedure manual.

28.8 If bargaining unit member accumulates more than 800 hours of available sick leave, the bargaining unit member may elect to convert not more than twenty-four (24) hours of sick leave to vacation leave. If bargaining unit member does not utilize any sick leave the prior calendar year, he/she may convert an additional twenty-four (24) hours of sick leave to vacation leave. To be eligible under this section, the bargaining unit member must not have violated any provision of this article within the previous calendar year. This vacation time shall be limited to once per calendar year and may not be carried forward from year to year. This shall require approval in writing by the City Manager, following a written request

submitted by the eligible bargaining unit member.

## 28.9 PAYMENT FOR SICK LEAVE

- A. Upon termination (including retirement) of the bargaining unit member for any reason, excepting discharge for cause, accumulated sick leave will be paid at the bargaining unit member'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 bargaining unit member upon separation from the City if said bargaining unit member has been employed less than one (1) continuous year, or if bargaining unit member fails to give at least a two (2) week notice.
- C. Termination/retirement pay for available sick leave shall follow the formula defined below:

Divide the amount of the normal pay cycle by 112 hours to determine the hourly rate; multiply the hourly rate by the number of sick leave hours available.

$$(\text{normal pay cycle}) / \square (112 \text{ hours}) = (\text{hourly rate}) \times (\text{available hours})$$

- 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 Bargaining Unit Members 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 bargaining unit member shall notify the Deputy Fire Chief or his/her designee prior to his/her going on military leave, and shall state, if known, the time said bargaining unit member will be required to be away.

**ARTICLE 30**  
**WAGES**

30.1 Effective the first full pay period commencing in the new fiscal year Bargaining Unit Members shall receive a 3% increase of their current base salary. The wage range for bargaining unit members shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
Firefighter	\$37,500	\$53,000
Lieutenant	\$54,500	\$68,000

30.2 Any member promoted to a higher rank whose salary 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 in service in the promoted rank. No bargaining unit member shall be above the maximum for their category. Bargaining Unit Members reaching the maximum salary for their position as of October 1 of any year shall receive a lump sum payment of \$1,000 added to their holiday pay.

30.3 For the purposes of calculating the FLSA cycle, time worked shall be defined by Article 18.1. 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.

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

31.1 All benefits and working conditions enjoyed by the bargaining unit members 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 Bargaining Unit Members covered by this agreement may be granted, upon approval of the Deputy Fire Chief or his designee, time off with pay, in the event of a death in his/her 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. To be eligible for pay, a newspaper clipping, funeral memorial card, certification of the obituary or death certificate may be submitted for verification.
- 32.2 The bargaining unit member'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 bargaining unit member needs additional time off, it may be deducted from sick leave, if deemed appropriate by the Deputy Fire Chief or his/her designee.
- 32.4 If notified of a death in his/her immediate family during duty hours, the bargaining unit member 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 Bargaining unit members 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/her supervisor of satisfactory evidence relating to said jury duty. Upon receipt of *jury duty pay*, the bargaining unit member will notify the City of the amount received, same to be deducted from the next regularly received payroll check.
- 33.2 Bargaining unit members 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 bargaining unit members official duty, shall be compensated for a minimum of two (2) hours at the bargaining unit members hourly base rate of pay pursuant to FLSA. 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 bargaining unit member to have required court appearances or depositions scheduled during duty hours.
- 33.3 The provisions of this Article do not apply to bargaining unit members who volunteer for jury duty or any other type of judicial service.

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

- 34.1 Maternity Leave. Bargaining unit members 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 bargaining unit member's physician, but in no case shall the leave exceed 180 consecutive calendar days.
- 34.2 The bargaining unit member may use all accrued sick and vacation leave prior to the commencement of the leave of absence without pay.
- 34.3 Paternity and Adoption. Bargaining unit members 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 bargaining unit members 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 bargaining unit member is capable of returning to full duty status within a reasonable time, as determined by the Deputy Fire Chief.
- 36.2 The employer agrees that bargaining unit members 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 bargaining unit member covered by this agreement:
- A. If unable to return to duty the bargaining unit member shall be paid his/her 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 bargaining unit member shall be entitled to receive all workers compensation benefits after the one-hundred-eighty (180) calendar day period.
  - C. A bargaining unit member 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 bargaining unit member shall be remitted to the City weekly by said bargaining unit member.
  - D. Any bargaining unit member who is able to return to work after an injury shall be reinstated to his/her former position, providing he/she 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 S.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 two (2) 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 a bargaining unit member's services terminate by reason of his/her death, his/her 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 a bargaining unit member be discharged for just cause he/she 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 bargaining unit member 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 and continuing education program (which includes training conferences/seminars, hands on training programs, or other similar educational opportunities) for bargaining unit members covered by this Agreement in an effort to promote and encourage an upgrading of the educational level of its firefighting and fire prevention personnel. This program will be based upon the following principles:
- A. The bargaining unit member 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 bargaining unit member must submit the tuition reimbursement form to the Deputy Fire Chief , and have advanced approval from the Deputy Fire Chief and City Manager that the course qualifies for tuition reimbursement, prior to enrollment in the course. The courses must be required for a degree program that is Fire Department related.
  - C. The City will budget up to \$31,000 per fiscal year for tuition reimbursement and continued education. Each bargaining unit member will be able to use a max of \$3,600 per fiscal year of the budgeted funds. Once the budgeted funds have been depleted, no further approval of reimbursement or continued education will be granted for the fiscal year. .
  - D. Tuition reimbursement shall be as follows:
    - Final Grade of "C" or better, or "Pass" in a Pass/Fail course: Reimbursement will be provided for tuition and books, based on submittal of valid receipts.
  - E. The City agrees to pay for continuing education programs, training conferences/seminars, hands-on training programs, or similar educational opportunities which are job related but not necessarily administered by an accredited institution.
    - The program/class/seminar/conference will be job related as determined by the Deputy fire chief and shall be pre-approved
- 38.2 Whenever minimum staffing is available, the Employer agrees to modify the working schedules of Bargaining Unit members attending advanced schools and courses which are job-related. This will at no time cause overtime or out-of-category pay for the City nor

disrupt the daily operations of the fire department. . The City agrees to allow attendance for pre-approved continuing education courses and fire related college courses (with fire course prefixes only), as long as adequate staffing levels permit. Bargaining unit members may be required to use vacation time to attend courses if staffing is not available. Due to daily staffing levels not being known until the beginning of shift, the vacation cancelation provision under Article 27.6.E. shall not apply.

38.3 The Employer agrees to bear all costs for EMT re-certification. The Employer agrees to provide time off for attendance of classes, if necessary. It is understood that such time off shall not disrupt departmental activities or cause overtime.

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

38.5 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. 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.

38.6 Paramedic Education and Compensation

A. There shall be a maximum of seven (8) active paramedic positions per shift for purposes of incentive pay (total of 24 active paramedic positions).

B. The City will 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. The City agrees that no existing Bargaining Unit members shall be subject to termination for not obtaining paramedic certification.

D. Bargaining unit members serving in active paramedic positions as designated by the Fire Chief shall receive incentive pay as follows:

- Paramedic Certification (designated active) = \$3,000 annually
- 
- Solo Paramedic = \$6,500 annually

Annual incentive shall be paid incrementally each pay period.

38.7 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 forty-five (45) 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 bargaining unit members 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 bargaining unit member, 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. A bargaining unit member'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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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  
Stress Test  
EKG  
SMA (Biochemical test battery)  
Pulmonary Functioning Test  
CBC  
Audiogram (if indicated)  
Urinalysis

However, every third year, the annual physical shall be a life scan instead of the annual physical.

43.2 Results will be made available to the bargaining unit member 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 bargaining unit member 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 bargaining unit member.
- Follow-up is required with the bargaining unit member'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 bargaining unit member or other legal action. Your medical file will be maintained by our office, future examinations will be included in this file.



**ARTICLE 44**  
**TEMPORARY ASSIGNMENT**

The City of Rockledge does not recognize “light duty” as an applicable phrase with regard to the ability of an individual to perform his/her job function. However, it reserves the right to permit temporary assignment for up to sixty (60) days, if doing so serves the best interest of the City and has the concurrence of the Department Director and the City Manager.

**ARTICLE 45**  
**DURATION**

44.1 This agreement shall become effective upon ratification by both parties and shall remain in full force and effect until its expiration date of September 30, 2021. It is agreed and understood by both parties that Article 15 RETIREMENT, Article 30 WAGES and one additional article per side shall be opened for negotiations in years two and three (Fiscal Year 2020 and 2021) of this contract.

Ratified by the Bargaining Unit. September 10, 2018.

Amended by the Bargaining Unit September 9, 2019

Approved by the Rockledge City Council on September 19, 2018.

Amended by the Rockledge City Council on September 18, 2019.

FOR THE CITY:

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Mayor

FOR THE UNION:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Representative