CITY COUNCIL AGENDA ITEM #8

DISCUSS/TAKE ACTION ON IAFF CONTRACT

To: City Manager Courtney Barker

From: Assistant City Manager Andy Stewart

Meeting Date: 10/21/2015

Department: Fire

Recommended Action: Approve the IAFF Contract as submitted and ratified by the membership.

Summary: The City and members of the IAFF have met numerous times to reach an agreement on a new 3 year collective bargaining agreement for members of the IAFF union. The current contract includes the compression pay plan that was included in the FY 15/16 budget and also includes a new three-year contract with no opening clauses. Changes to the new three-year contract have been highlighted in red. The contract has been ratified by the members of the union.

Budget Impacts:

Attachments:

- IAFF Contract

#8
10-21-15

Collective Bargaining Agreement

Between

The City of Satellite Beach

And

The Brevard County Professional Firefighters
IAFF Local 2969

Certification Number 1797 -Firefighter/EMT
Certification Number 1798 – Captains

Contract Years 2015-2018

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ARTICLE 1
RECOGNITION

1.01 The City hereby recognizes the IAFF as the exclusive bargaining representative; as defined in Chapter 447 Florida Statutes as amended for all employees employed in the unit defined by the Public Employees Relations Commission in its Certification No. 1797 dated July 2, 2012, which certification includes all regular and probationary employees in the classifications of Firefighter, Firefighter/Paramedic, Firefighter/EMT and Fire Marshall and Certification No. 1798 dated July 2, 2012, which certification includes Captains. It is specifically understood by the parties that all other employees of the City of Satellite Beach are excluded from this recognition.

1.02 Recognition and the terms and conditions of this agreement will terminate immediately upon the revocation of certification by PERC. This agreement is intended to specifically exclude all other member classifications, whether full-time, part-time, compensated, or non-compensated officers, members, or auxiliary members.

1.03 The City will not be called upon to recognize the IAFF as a bargaining agent for any of the City's employees other than those included in the certified unit set forth above, in the absence of a new certification by PERC. Clarifications of and amendments to the bargaining unit as defined above shall be by mutual consent of the City and the IAFF, or in the case of a dispute, by determination of PERC. This shall in no way restrict the right of the City to create, abolish, reclassify and/or modify job duties, descriptions or positions.

ARTICLE 2
MANAGEMENT RIGHTS

2.01 Except as expressly limited by the provisions of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, including but not limited to, its rights to determine and from time to time re-determine, the number of employees, location and types of its various operations, functions and services; the methods, procedures and policies; to discontinue any operation, function or service, in whole or in part, from, with or to any of its departments; to select and direct the working force in accordance with requirements determined by the Employer; to create, modify, or discontinue jobs; to establish and change work schedules and assignments; to hire, transfer, promote or demote employees; to lay off, terminate or otherwise relieve employees from work for lack of work, lack of funds or other legitimate reasons; to suspend, discharge or discipline employees for just cause; and otherwise take such measures as the Employer may determine to be necessary to the orderly and efficient operation of its various functions, services and activities.

2.02 The Employer shall have the right to determine solely, exclusively and unilaterally the purpose of the Fire Department, how this purpose will be met and to exercise complete control, authority and direction over the functions of the Fire Department.

2.03 If, in the sole discretion of the Mayor, or in his absence the Vice-Mayor, or as specified in the City Charter, it is determined that a civil emergency exists, including, but not limited to riots, civil disorder, hurricane conditions, or similar catastrophes or disorders, the provisions of this Agreement may be suspended during the time of the declared emergency, except for the monetary considerations.

2.04 The City agrees that all past and present full time positions (i.e. FF/EMT, FF/Paramedic, Captain/EMT, Captain/Paramedic) shall remain full time positions and will not be replaced with part time positions.

ARTICLE 3
GOVERNING DOCUMENTS

3.01 The Fire Chief, or designee, shall retain the exclusive right to add to, delete, or modify Standard Operating Procedures, or similar directives where such documents impact the standards of services to be offered to the public, exercise control or discretion over the organization, including the conduct of its members, impact its substantive benefits granted under the terms of this Agreement. The exercise of such rights shall not preclude unit members or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

3.02 In the absence of life safety issues, any modifications via Email of Standard Operating Procedures provided for under Section 3.01 above shall be provided to the Union, in writing, and posted at all worksites, at least thirty (30) days prior to the proposed implementation.

3.03 If any conflict(s) occur between this Agreement and City Personnel Policies, Standard Operating Procedures, or other documents noted above in paragraph 3.01, this Agreement shall take precedence. The generally accepted hierarchy of application shall be: The current collective bargaining agreement; Citywide Administrative Policies and Procedures; applicable departmental documents such as:

A. City Personnel Policies: specifically, the Rules and Regulations for the governing of the Fire Department.

B. SOPs: (Standard Operating Procedures) Printed orders of a permanent nature, generally informational, setting forth the conduct concerning the specific circumstances or situations and having the effect and force of the Rules and Regulations.

C. Standing Orders: Standards set forth by the Medical Director of the Department for the care and treatment of the acutely ill or traumatic patient. These procedures may only be carried out by a State Certified Paramedic and/or a State Certified EMT who are approved to do so by the Medical Director.

3.04 In the event the City proposes to change or formulate a Departmental Rule, Regulation or Standard Operating Procedure, including other documents noted under Section 3.01 above, and to the extend the Union believes their rights under this agreement have been violated, the Union may proceed to arbitration by providing the City with written notice of its exercise of this provision within fourteen (14) days of receipt of the written notification of the proposed change.

3.05 Unit members shall comply with all City Personnel Policies and Standard Operating Procedures and other lawful orders and directives issued by the department or its agents.

3.06 If in the sole discretion of the City Manager, or in his/her absence, the City Official so designated by law to act in his/her absence, it is officially declared that civil

emergency conditions exist, including but not limited to, riots, civil disorders, or hurricane conditions, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary benefits shall not be suspended.

3.07 The City will make available to the Union electronic copies of all governing documents referenced in this Article.

ARTICLE 4
PREVAILING RIGHTS

4.01 All rights, benefits and working conditions enjoyed by the unit members at the time this Agreement takes effect, which are not included in this Agreement, and are known to Management, and which do not infringe upon Management Rights consistent with this Agreement pursuant to Florida law, shall not be changed without first providing notice of the change to the Union, in writing and posted at all worksites, at least thirty (30) days prior to the proposed date of implementation.

ARTICLE 5
IAFF REPRESENTATIVES

5.01 The City agrees that during the term of this Agreement to deal only with the authorized representatives of the IAFF bargaining unit in all matters requiring mutual consent or other official action called for by this Agreement. The IAFF agrees to notify the Fire Chief of the name of such authorized representatives as of the execution of this Agreement and each replacement therefore during the term of this Agreement.

5.02 Authorized representatives shall be defined as duly elected or appointed stewards of the IAFF, provided that notification has been provided in writing to the Fire Chief at least twenty-four (24) hours in advance. Until such notice is received, the Fire Chief is under no obligation to recognize the individual as an authorized representative of the IAFF bargaining unit.

5.03 The IAFF bargaining unit likewise agrees that during the term of this agreement the IAFF bargaining unit and the employees covered hereunder shall deal only with the Fire Chief or his/her representative in matters requiring mutual consent or other official action. The IAFF bargaining unit agrees that neither the IAFF bargaining unit nor the employees hereunder shall seek to involve elected officials in the administration (not the approval) of this Agreement, or otherwise in the operation of the City of Satellite Beach Fire Department.

ARTICLE 6
DUES CHECKOFF

6.01 In accordance with Section 447.301, Florida Statutes, employees have the right to form, join, or assist labor unions or labor organization, or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities not prohibited by law for the purpose of collective bargaining or other mutual aid or protection. Employees in the bargaining unit shall have the right to join the IAFF, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that employee's membership or lack of membership in the IAFF or by virtue of that employee holding office or not holding office in the IAFF. This provision shall be applied to all employees in this bargaining unit.

6.02 During the term of this Agreement, the City agrees to deduct IAFF membership dues in an amount established by the IAFF and certified in writing to the City by the President of the IAFF from the pay of those members in the bargaining unit who individually make such requests on a written checkoff authorization form provided by the IAFF. Such deductions will be made when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization. A ten dollar ($10) one-time fee shall be deducted for all new members.

6.03 This article applies only to the deduction of membership dues, if any, and shall not apply to the collection of any fines, penalties or assessments.

A. Deductions for IAFF dues shall continue until either:

(1) Revoked by the member by providing the Fire Chief and the IAFF with thirty (30) days written notice that he is terminating the prior checkoff authorization, using the form set forth in this Article.

(2) Revoked pursuant to Section 447.507, Florida Statutes;

(3) The termination of employment; or

(4) The transfer, promotion or demotion of the member out of this bargaining unit.

6.04 In the event a member's salary earnings within any pay period after deductions for withholding, social security, retirement, health insurance and other priority deductions are not sufficient to cover IAFF dues, it will be the responsibility of the IAFF to collect its dues for that pay period directly from the member.

6.05 The City will not be required to process dues checkoff authorization forms that are:

(1) Incorrectly and/or incompletely filled out;

(2) Postdated; or

(3) Submitted to the City more than sixty (60) days following the date of the member's signature.

6.06 The IAFF shall indemnify, defend and hold the City, its officers, officials, agents, and members harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the City, its officials, agents, and members in complying with this article. The IAFF shall promptly refund to the City any funds received in accordance with this article which are in excess of the amount of dues which the City has agreed to deduct. The appendix entitled termination of deduction should read:

Instructions to Stop Payment/Deduction of IAFF Dues

I hereby instruct the City of Satellite Beach to stop deducting from my paycheck each month the current regular monthly IAFF dues. A copy of these instructions has been sent to the IAFF in compliance with Florida Statutes.

Name: _____

Address: _____

Signature: _____

Date: _____

6.07 The City shall transfer payment either electronically or by check for each pay period upon completion of payroll.

ARTICLE 7
UNION COMMUNICATIONS

7.01 The City agrees to furnish in the squad room of the Fire Department, wall space not to exceed 36 x 48 inches for an IAFF purchased bulletin board of an equal size. The IAFF bulletin board must be glass encased and locked.

7.02 The use of the IAFF bulletin board space is limited to the following notices:

(1) Recreation and social affairs of the IAFF,

(2) IAFF meetings,

(3) Reports of the IAFF committees,

(4) IAFF benefit programs,

(5) Training and educational opportunities,

(6) Notice and announcement of internal elections, and

(7) Other materials pertaining to the welfare of the IAFF members, excluding election campaign material of any type of kind.

7.03 Notices posted on these bulletin boards shall not contain anything reflecting adversely on the City, of any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation. The Fire Chief shall have the right to remove such material, at which time the IAFF will be notified. Such removal shall not be subject to the grievance procedure in this agreement.

7.04 Notices posted must be dated and bear the name of the IAFF's authorized representative and the Fire Chief or his designee before posting.

7.05 Repeated violations of these provisions by an IAFF authorized representatives shall be a basis for removal of the bulletin board privileges by the Fire Chief. Such removal of privileges shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE 8
PERSONNEL RECORDS

8.01 The City will comply with applicable court orders and Section 119.07(3)(I), Florida Statutes, and until otherwise directed by court order, will not reveal the home address, telephone number, or social security number of active or former fire personnel; the home address, telephone number, social security number, or places of employment of the spouses and children of such personnel; and the names and locations of the schools and day care facilities attended by the children of such personnel.

8.02 It shall be the right of any bargaining unit employee, at reasonable times, to inspect and make a copy of his or her personnel records, internal file, and division file. All Department personnel shall keep personnel records confidential in accordance with applicable law.

ARTICLE 9
LICENSES AND QUALIFICATIONS

9.01 The Union agrees that it is a condition of employment that each unit member acquire and maintain the State and City certifications or qualifications required for his/her given job classifications.

9.02 Failure to obtain or retain the necessary State and/or City certifications or qualifications will result in automatic suspension, without pay, until the State and/or City certifications or qualifications are obtained or reinstated.

9.03 The City will, when feasible, agree to modifications in the work schedule of a unit member to permit attendance of schools for the furtherance of training or education related to fire and medical services for courses which the City is unable to provide where there is no additional cost to the City and there is an adequate qualified unit member available to work the schedules as required. If there is no additional cost to the City, personnel shall be allowed to attend classes leading to certification while on duty.

9.04 The City will provide at least one opportunity, while on duty, and paid for by the City, for required training and/or courses, necessary to maintain a Unit member's State EMT or Paramedic license or any other department required certifications, licenses or credentials.

9.05 Unit members retain the right to recertify licenses, certifications or credentials through outside State approved courses at their own expense.

ARTICLE 10
WAGES

~~For the fiscal year October 1, 2013 to September 30, 2014, all bargaining unit members shall receive an across the board increase of 3%.~~

~~No later than the fiscal year October 1, 2013 to September 30, 2014, bargaining unit members who are being paid a salary below the minimum as reflected on the Cody and Associates study dated June 26, 2013 and attached to this Agreement as Appendix A, shall have his or her salary increased to the minimum.~~

~~During the term of this Agreement in the event the City affords non-bargaining unit employees an across the board non-COLA increase, the same increase shall be afforded to bargaining unit members. Those bargaining unit members who are at or above the maximum salary ranges would likewise receive the same non-COLA increase in a lump sum payment.~~

~~All future increase beyond the term of this Agreement, if any, shall be subject to negotiations by the parties.~~

10.01 During the term of this Agreement, the salary ranges for bargaining unit members shall be as follows:

Firefighter/EMT	~~$31,948 - $49,568~~	$33,547 - $52,333
Firefighter/Paramedic	~~$38,835 - $60,190~~	$40,776 - $63,611
Captain/EMT	~~$36,985 - $57,325~~	$38,834 - $60,581
Captain/Paramedic	~~$44,954 - $69,677~~	$44,956 - $70,131

10.02 ~~For the fiscal year October 1, 2013 to September 30, 2014, all bargaining unit members shall receive an across the board increase of 3%.~~ For the fiscal years October 1, 2015 to September 30, 2016 (FY 15-16), October 1, 2016 to September 30, 2017 (FY 16-17), and October 1, 2017 to September 30, 2018 (FY 17-18), all bargaining unit members shall have their salaries adjusted at the beginning of each fiscal year pursuant to the three year compression plan attached to this Agreement as Appendix ___.

~~10.03 No later than the fiscal year October 1, 2013 to September 30, 2014, bargaining unit members who are being paid a salary below the minimum as reflected on the Cody~~

~~and Associates study dated June 26, 2013 and attached to this Agreement as Appendix A, shall have his or her salary increased to the minimum.~~ In addition to the increases set forth in Section 10.2, in the event that the City affords all first responder employees of the City an increase in FY 15-16, all bargaining unit members shall receive the same percentage increase in FY 15-16. In the event that the City affords all first responder employees of the City an increase in FY 16-17, all bargaining unit members shall receive the same percentage increase in FY 16-17. In the event that the City affords all first responder employees of the City an increase in FY 17-18, all bargaining unit members shall receive the same increase in FY 17-18. Any increases afforded bargaining unit members pursuant to this Section (10.03) are expressly contingent upon the City Council affording increases to first responders in FY 15-16, FY 16-17 and FY 17-18.

10.04 During the term of this Agreement in the event the City affords non-bargaining unit employees an across the board non-COLA increase, the same increase shall be afforded to bargaining unit members. Those bargaining unit members who are at or above the maximum salary ranges would likewise receive the same non-COLA increase in a lump sum payment.

10.05 All future increase beyond the term of this Agreement, if any, shall be subject to negotiations by the parties.

ARTICLE 11
HOURS OF WORK

11.01 Twenty-Four (24) Hours On Duty / Forty-Eight (48) Hours Off Duty Schedule

A. Unit members assigned to a twenty-four (24) hours on duty / forty-eight (48) hours off duty schedule will normally work a repeating cycle of twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty.

(1) The normal Shift of work is a twenty-four (24) hour period commencing at 7:00am.

(2) Any overtime worked shall be paid in accordance with the provisions of Article 13: Overtime and the Fair Labor Standards Act, so long as this Act applies to the City.

ARTICLE 12
CALL BACK PAY

12.01 A unit member who is off duty and required to return to operation duty on an unscheduled basis shall be paid call back pay. The called back unit member shall be paid for the actual hours worked, with a minimum guarantee of 2 hours overtime pay.

ARTICLE 13
OVERTIME

13.01 The Fire Chief shall establish the workweek, hours of work and schedules best suited to meet the needs of the Fire Department and provide service to the community. The normal work period will consist of fifty six (56) hours in a seven (7) day period. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.

13.02 All members shall be available at all times for the performance of duties beyond the ordinary or normal work period as may be required.

13.03 (a). Premium Pay. ~~A bargaining unit employee who actually works greater than 212 hours in a twenty eight (28) day cycle shall receive "premium pay" in the amount of 12 hours of half time pay based upon their regular rate of pay. Only hours actually worked count towards the 212 hour threshold for determining eligibility for premium pay.~~ A bargaining unit employee who actually works 106 hours in a fourteen (14) day cycle shall receive "premium pay" in the amount of 6 hours of half time pay based upon their regular rate of pay.

(b). Overtime Pay. Bargaining unit members who work any hours greater than their regularly scheduled shifts shall be paid time and one half their regular rate of pay. Vacation leave hours and sick leave hours shall count as scheduled hours worked for the purpose of entitlement to overtime pay.

(c). Bargain Unit employees who are on a forty (40) hour work week schedule shall accrue overtime consistent with the City policy for overtime.

13.04 The City will notify employees fourteen (14) days in advance of a permanent change in assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, coverage requirements, emergencies, etc.

13.05 Management may work in place of a bargaining unit employee a maximum of three (3) hours per shift in cases of emergency circumstances by the employee; provided, however, that this maximum hour restriction may be increased where the City Manager projects that the fiscal year fire department overtime budget will be exhausted and shall not exceed 30 days in a fiscal year.

ARTICLE 14
COMPENSATORY TIME

14.01 A unit member may elect, at his/her option, in lieu of overtime pay, compensatory time leave at the applicable straight or overtime rate.

ARTICLE 15
SHIFT EXCHANGES

15.01 Shift Exchange Approval and Qualifications

A. An off-duty unit member shall submit a request for a shift exchange with his/her Supervisor or pre-specified designee, in his/her sole discretion, who may grant the request to exchange tours of duty or days off, without a change in pay. The request shall not be unreasonably denied.

B. An off-duty unit member who requests a shift trade for his/her next scheduled shift shall submit a request for a shift exchange with their Supervisor who may grant the request to exchange tours of duty or days off, without a change in pay.

C. The shift exchange may be granted provided that the exchanging unit members are of like job classifications or qualified (defined as "having passed the applicable promotional exam"), to perform the duties of the exchanged rank. All agreements must be in writing, as described below. Requests for shift exchanges shall be made and approved at least twenty-four (24) hours in advance of the specified day(s)/tour(s) of duty to be exchanged. Immediate, emergency shift exchanges may be approved while the requesting unit member is on-duty, at the discretion of their Supervisor or pre-specified designee. The Supervisor shall immediately forward the shift exchange approval to the unit member.

15.02 Verbal Approval

Verbal approval may be granted by the Supervisor or pre-specified designee. The unit member agreeing to the shift trade must notify the approving authority and indicate that they will be working. The unit member will complete the necessary documentation upon reporting to a worksite.

15.03 Obligation to Repay Shift Exchanges

When paying back the shift exchange, the unit member who owes the shift will be responsible and held accountable for that duty time. Repayment date must be noted on shift exchange form and must occur within one hundred eighty (180) calendar days. Repayment date may be changed pending Supervisor approval, however, must still customarily occur within the one hundred eighty (180) calendar days.

15.04 Unit Member Responsibility

The unit member agreeing to work the shift will be responsible and held accountable for the duty time. If the agreeing unit member does not work an approved shift trade due to illness, his/her sick leave bank will be charged. The unit member will be required to provide competent proof of illness for the sick leave bank to be charged. In the event that required competent proof is not provided the unit member's annual leave bank will be charged. If the agreeing unit member does not work an approved shift trade due to a reason other than illness, his/her annual leave bank will be charged and applied to the affected member's leave bank. In the event the agreeing unit member does not have sufficient sick leave or annual leave to be applied against said absence, the time owed shall be deducted from the unit member's sick leave or annual leave once sufficient time has accumulated.

ARTICLE 16
ANNUAL LEAVE

16.01 Accrual Rate

Unit members shall earn annual leave in accordance with the following schedule and shall be credited to unit members' annual leave balance as of the last calendar day of the month. The leave is listed as a total annual accrual and shall be divided between the 12 months evenly.

Months of Service	56 Hour Schedule Annual Leave
0 to 36 months	144 hours
37 to 72 months	156 hours
73 to 108 months	168 hours
109 to 120 months	180 hours
121 to 132 months	192 hours
133 to 144 months	204 hours
145 to 156 months	216 hours
157 to 168 months	228 hours
169 to 180 months	240 hours
181 months or more	252 hours

16.02 New Unit Members

New unit members shall begin earning annual leave as of the first full pay period of employment. Unit members whose first full pay period of employment is one (1) of the two (2) non-accrued periods in each year, will begin accrual the next pay period. Unit members will be entitled to use their annual leave after completing six (6) months of service. Unit members with less than six (6) months of service may use annual leave as a continuation of authorized sick leave. Probationary unit members who have successfully completed the new hire orientation program may be allowed to use their annual leave for unusual circumstances and job-related educational opportunities with prior approval from the Chief.

16.03 Accrual of Annual Leave

A. Usage

(1) Annual leave earned in excess of 1 ½ times the listed annual accrual rate must be used in the calendar year that it is earned, and any excess above these hours shall be lost as of December 31st of that calendar year, except as provided in Section A.2.

(2) It shall be the unit member's sole responsibility to schedule and utilize any accrued or accumulated annual leave in excess of the amounts set forth in Section A.1. by the end of the calendar year. Where the City has prevented the unit member from utilizing annual leave by revoking pre-approved leave during October, November and December and not permitting the unit member to utilize such leave on alternate days before the end of that calendar year, the unit member may convert such annual leave to the unit member's sick leave bank on an hour for hour basis. The City shall make every reasonable effort to re-schedule the revoked annual leave.

16.04 Unpaid Status

Annual leave shall not be earned while a unit member is in an unpaid status of thirty (30) days or longer.

16.05 Leave Purposes

Annual leave may be used for any purpose.

16.06 Scheduling

A. Each unit member shall request the times during the year when he/she desires to schedule annual leave. An annual leave request shall be submitted in a form and by means selected by the City.

B. The City will advise the member if the leave is approved. The City will notify members whose requested approved annual leave has been cancelled and in cases where the request for annual leave is denied for reasons other than standard availability, the City will provide the reason for the cancellation.

C. The Fire Chief, or designee, may deny or cancel an approved annual leave request during the period of a posted notification of mandatory in-service, except when annual leave use has been approved prior to the posting and/or natural or man-made disaster.

D. The Fire Chief, or designee, may continue the use of annual leave if it was approved prior to the occurrence of the natural or man-made disaster.

E. The City shall make every effort to meet the request of the unit member consistent with the requirements of its operations, however, it reserves the right to deny annual leave when such absence would interfere with the effective operation or work schedule of the Fire Department. No "vacation freezes"

shall be instituted during the term of this Agreement except by the City Manager, and in no event for longer than 30 days per fiscal year.

F. Annual leave requests with less than fourteen (14) days' notice require the approval of the Chief or designee.

G. Annual leave requests which are not scheduled at least fourteen (14) days in advance and which incur overtime and are without a replacement secured may only be granted by the Fire Chief or his/her designee, in unusual circumstances such as funerals, family/personal emergencies, or like incidents.

H. If a unit member provides appropriate documentation for the use of sick leave while on annual leave, accrued sick leave shall be charged and not annual leave.

16.07 Cancellation of Approved Annual Leave

A. A unit member shall submit a cancellation for scheduled annual leave in a form and by means selected by the City.

B. In the event a unit member wishes to cancel approved annual leave less than seventy-two (72) hours in advance of the scheduled date, the unit member shall contact the City for the identification of the unit member(s) who has been scheduled to work overtime to replace the unit member. The unit member shall be responsible for notifying the unit member who has been scheduled to work the overtime that has been cancelled. The unit member shall be responsible for confirming the notification with the City to obtain approval for the cancellation.

16.08 Resignation/Separation

A. A unit member who resigns, retires, or is separated in good standing shall be paid for the unused annual leave balance earned by him/her as of the date of separation at the then current rate of pay.

B. In the event of a unit member's death, his/her designated beneficiary or estate shall be paid for the unused annual leave balance at the then current rate of pay.

C. A unit member who is terminated prior to completion of his/her initial probationary period shall not be eligible for annual leave pay.

16.09 Management reserves the right to use mandatory overtime to fill annual leave on holidays within its sole discretion. Denial/cancellation of annual leave on holidays will be in Management's sole discretion.

16.10 Employees who have used at least one hundred twelve (112) hours of vacation time in a calendar may sell back to the City up to one hundred twelve (112) hours of vacation leave annually. Payment will be made in December.

ARTICLE 17
SICK LEAVE

17.01 Permitted Use

Sick leave may be used for the purpose of providing compensation to unit members who are incapacitated and unable to perform their duties due to illness, injury, to attend medical appointments, or an illness or injury of a non-critical nature to a member of the unit member's immediate family which requires the personal care and attention of the unit member. For the purpose of this subsection, immediate family means only members of the unit member's household and natural or adopted children of non-custodial parents or a unit member's non-household parents.

17.02 A unit member who utilizes sick leave shall be paid for all sick leave used at his/her current rate of pay. A unit member shall have his/her sick leave balance reduced by the amount of sick leave utilized.

17.03 Accrual of Sick Leave

Employees shall earn one hundred forty-four (144) hours of sick leave a year computed on the basis of twelve (12) hours per month.

Sick leave may be accrued for a total of no more than one thousand six hundred twenty (1,620) hours for employees.

Employees shall be paid fifty percent (50%) of up to seven hundred twenty (720) hours or a maximum of three hundred sixty (360) hours accumulated sick leave time, upon termination, provided they have completed one year of continuous employment and further provided that termination is due to layoff, retirement, death or when an employee leaves in good standing and gives a minimum of two weeks' notice.

17.04 Notification

A. A unit member who utilizes sick leave in accordance with Section 18.01, shall notify the City of the nature of the use of sick leave and expected period of absence, as soon as possible prior to 0600 hours the day of the regular scheduled reporting day. Emergencies happening outside the above set time frame shall be called in as they occur. Failure to provide notification as outlined above shall be cause for denial of paid sick leave and subject the unit member to progressive disciplinary action.

B. Sick leave notifications that do not provide an expected time period will be considered to be for a full shift, (8, 10, 24 hours) in duration. An employee may not return to duty during the shift that they utilized sick leave unless approval is granted by the Chief or designee.

17.05 Overtime and Holidays

Sick leave shall be charged only against a unit member's regular workday and shall not be charged for absences on pre-arranged overtime workdays or unscheduled call in overtime workdays.

17.06 Restricted Sick Leave

The Department will establish and maintain reasonable controls and requirements to assure that sick leave is used for the purpose of providing compensation in accordance with Section 18.01.

A. Definitions

Proof of illness/injury – An original physician's note. The note will contain, as a minimum: the unit member's name, date the unit member was physically seen by the physician (or medical practice) and the signature of the physician (or authorized member of the physician's medical practice). Additionally the unit member may provide medically competent proof for chronic medical conditions. The Department may contact the physician to verify the legitimacy of the proof of illness/injury.

17.07 Requirements to Provide Proof of Illness/Injury

Proof of illness/injury must be provided automatically under the following circumstances:

- Immediately before, during or immediately following a holiday
- When out sick for three (3) or more consecutive duty days
- When utilizing sick leave when a unit member is scheduled for mandatory training
- When the use of sick leave occurs on a day or days for which annual leave was requested and denied
- All pre-scheduled sick leave (i.e. Doctor appointments)

In those circumstances where management has a reasonable belief that sick leave is not being used in accordance with 18.01, the City may require competent medical documentation be furnished providing the notification is made to the unit member prior to or during the period the sick leave is being utilized.

17.08 Sick Leave Units

No sick leave shall be granted in units of less than one-half (½) hour, however, after the initial one-half (½) hour, sick leave may be taken in units of one-quarter (¼) hour.

17.09 Illness While on Vacation

In the event a unit member becomes ill or suffers an injury/disability while on vacation, at the unit member's option, the time off may be charged to any available sick leave upon furnishing appropriate evidence as to the illness or disability.

17.10 Sick Leave Bonus

Employees who use no sick leave during a calendar year shall be credited with twenty-four (24) hours of annual leave.

17.11 Sick Leave Donation

Employees may donate a maximum of fifteen (15) hours per calendar year of their sick leave to another employee or employees that have no sick leave accumulation. Each donation shall be subject to the approval of the receiving employee's department head.

17.12 Sick Leave Sell Back

Employees may request to "sell back" to the City one hundred twelve (112) hours of sick leave upon accruing 1,620 hours of sick leave. Payment will be made in December. Only one request and one payment shall be made per calendar year. The deduction of hours of sick leave from the employee's total will be made at the time of the request.

ARTICLE 18
HOLIDAYS

18.01 Days Observed

A. The following is a list of approved holidays:

- New Year's Day – 1
- Memorial – 1
- Independence – 1
- Labor – 1
- Thanksgiving – 2
- Christmas – 2

The actual dates shall be published at the beginning of each calendar year by the City Manager in accordance with the following formula:

B. Bargaining unit employees will be permitted seventy two (72) floating holiday hours each fiscal year. Bargaining unit employees hired after October 1 of each year will receive the appropriate pro rata share of the floating holidays for each year.

Floating holidays are subject to the following:

(1) It is the intent of these rules to have the employees take their floating holidays during the fiscal year in which they were earned, otherwise all hours remaining at the end of the fiscal year will revert to zero.

(2) Floating holidays are approved by the Fire Chief.

(3) If it is not possible for an employee to take his/her floating holidays as requested, they will be rescheduled for other days. Under no circumstance will any eligible employee be paid for floating holidays in lieu of time off.

ARTICLE 19
EDUCATION LEAVE

19.01 Unit members may be granted education leave, with permission of the Fire Chief, or designee, with pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skills and professional ability.

19.02 A unit member shall submit his/her request for education leave, with written justification, to the Fire Chief, or his/her pre-specified designee, at least fourteen (14) calendar days in advance of the date the administrative leave is to be used.

ARTICLE 20
MILITARY LEAVE

20.01 Regular employee who are commissioned reserve officers or reserve enlisted personnel on the United States military or naval service or members of the Florida State National guard, shall be entitled to leave of absence from the respective duties without loss of pay for such time as they shall be ordered to military service of field training in an active duty or active duty for training status, for a period not to extend seventeen (17) consecutive calendar days in any calendar year.

20.02 The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such Order or statement shall accompany the formal request for military leave at least two (2) weeks in advance.

20.03 Regular employees who are members of the Armed Forces Reserve or Florida National Guard shall be excused from work without pay to attend active duty training drills as required. Evidence of membership in the applicable organization shall be provided to the department of the employee. Requests for such absences from work shall be made by the employee in writing. The submission of the applicable Reserve or National Guard training schedule, specific to the employee, will satisfy this requirement. Except upon declaration of civil emergency conditions, if there is a conflict between departmental scheduling and required military training, the department will make every effort to excuse the employee from work.

ARTICLE 21
JURY DUTY

21.01 A unit member who is required to report for jury duty or jury service on a regularly scheduled workday shall be placed on jury leave with pay for the period of time which the unit member is required to report or serve. Any fees received for jury duty shall be retained by the unit member. The unit member shall not be eligible for reimbursement by the City for any meals, lodging, travel or other expenses incurred while serving as a juror. If the unit member, due to residence, must serve jury duty outside of Brevard County, the unit member may be required to use other leave for any time requested in order to actually report for jury duty, (e.g. unit member would like the 2nd half off to report to jury duty the next day).

21.02 A unit member shall notify his/her supervisor, if it is a scheduled workday, when released from jury duty. If the unit member is released from jury duty within one (1) hour of the end of the schooled workday, he/she shall not be required to return to duty and shall receive the normal duty day pay and benefits. Otherwise, the unit member shall return to the duty station or workplace when release from jury duty or jury service.

ARTICLE 22
VOTING

22.01 A unit member working 24 hour shifts, who is registered to vote and whose regular duty falls on the date of the Primary, General or Special Election, is expected to utilize early voting and/or obtain an absentee ballot for voting purposes. Such unit members who fail to make the adequate arrangements must charge annual leave or leave without pay at the beginning of their shift for voting purposes.

22.02 Such unit members, who due to circumstances beyond their control, i.e. shift changes, exchanges or mandatory overtime, are unable to obtain an absentee ballot, may be granted leave if their shift hours coincide with all hours the polls are open.

ARTICLE 23
FUNERAL LEAVE

Funeral leave may be granted with pay for a period not to exceed two (2) 24 hour shifts in the event of death in the immediate family (hours will not be deducted from vacation or sick leave). Immediate family includes:

- Father
- Mother
- Brother
- Stepbrother
- Sister
- Stepsister
- Husband
- Wife
- Child
- Stepchild
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Brother-in-law
- Sister-in-law
- Son-in-law
- Daughter-in-law
- Legal Guardian
- Any other relative living in the same household as employee

ARTICLE 24
MATERNITY/PATERNITY LEAVE

24.01 A unit member shall be entitled to secure a maternity or paternity leave of absence without pay for childbirth, recovery, and/or child rearing following birth or adoption for a period of up to twelve (12) weeks. Unit members who are eligible for paid leave may be required to utilize such paid benefits prior to taking leave without pay.

24.02 A pregnant unit member shall request maternity leave by notifying her immediate supervisor of the date she will begin said leave at least two (2) weeks prior to the anticipated date of delivery. In the event of an adoption, the unit member shall notify her immediate supervisor of the date she will begin said leave with at least two (2) weeks prior notice. The unit member shall return to her previous rate of pay and benefits on the day of delivery. The unit member shall return to her previously assigned duties and benefits at any time during the leave of absence upon the presentation of a medical certification from her person physician (if necessary) indicating that she is able to perform her original duties.

24.03 A male unit member shall request paternity leave by notifying his immediate supervisor of the date he will begin said leave with at least two (2) weeks prior notice. The unit member shall return to his previously assigned duties at his previous rate of pay and benefits at any time during the leave of absence.

24.04 Sick leave or other applicable benefits may be used for any absence during pregnancy and/or childbirth and subsequent recovery, consistent with established parameters for such leave or benefit utilization.

24.05 All leave time will count towards any FMLA time benefit owed to both maternity/paternity leave.

24.06 In the event that both employees affected work for the City, the twelve (12) weeks FMLA allotted time is an aggregate amount of leave shared by both City employees.

ARTICLE 25
LEAVE OF ABSENCE WITHOUT PAY

A unit member may request and be granted a leave of absence in accordance with City Policy, including leaves of absence under the Family Medical Leave Act.

ARTICLE 26
WORKERS COMPENSATION

26.01 Any employee who sustains a work-related sickness or injury shall process his/her claim in accordance with the Florida State Workers' Compensation Law.

26.02 If it is determined the injury or sickness falls under the coverage, and, if such sickness or injury is not caused by the negligence of employee, and, if there is lost time involved, any non-probationary employee may be granted a leave of absence at base salary, less payment from Workers' Compensation, up to a maximum of four (4) weeks in a calendar year. At the expiration of the four (4)-week period, if the employee is still disabled, continued absence may be charged to earned sick leave or vacation less payment from Worker's Compensation.

26.03 Any payment received from Workers' Compensation by the employee shall offset any salary received so that in no case will the amount of total compensation be more than base salary.

ARTICLE 27
LIGHT DUTY

27.01 Many slight injuries and sicknesses may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sicknesses. Providing the physician states that "light duty" work is acceptable, this employee may, upon approval by the Fire Chief, report to his/her supervisor for assignment within the department.

27.02 The department may assign such duties as the health and condition of the involved employee permits, but only in cases where bona fide jobs or duties are available. In addition, such assignments will be allowed only when the Fire Chief determines that the employee can, in fact, be productively employed at "light duty."

ARTICLE 28
COURT APPEARANCES

28.01 Work Related On-Duty Appearance

A unit member who is subpoenaed, summoned or ordered to appear as a witness, defendant or deponent, on a regularly scheduled workday, on behalf of the City as a result of the unit member's employment with the City shall be considered to be on duty and shall receive all pay and benefits, as provided in this Agreement, for all times associated with the subpoena, summons or order. The unit member shall be paid the mileage allowance, as provided by this Agreement, unless a travel fee is provided by the Court or transportation is provided by the City. If the unit member is released from the appearance within one (1) hour of the end of his/her assigned shift he/she may not be required to return to duty and shall receive the normal duty day pay and benefits. Otherwise, the unit member shall return to the duty Station or workplace when released from the appearance.

28.02 Work Related Off-Duty Appearance

A unit member who is subpoenaed, summoned or ordered to appear as a witness, defendant or deponent, while off-duty, on behalf of the City as a result of the unit member's employment with the City shall be considered to be on duty and shall be paid one and one half (1 ½) time the unit member's hourly rate of pay, with a minimum payment of two (2) hours straight time, for all time associated with the subpoena, summons or order. On duty status only applies for the period of time that the employee is actively performing duties related to the required appearance, (i.e. in the courtroom, at the courthouse, attorney's office, not in a "stand-by" to wait scenario). Any fees awarded shall be retained by the unit member. The unit member shall be paid the mileage allowance, as provided by this Agreement, for the distance to and from the unit member's residence and the location of the appearance, unless a travel fee is provided by the Court.

A unit member required to appear in court while on scheduled vacation leave shall be considered to be on duty for the appearance time upon presentation of the required documentation.

28.03 Non-Work Related Court Appearance

A unit member who appears in court as a witness, plaintiff or defendant due to personal litigation or criminal charge or whose appearance is voluntary shall be required to use leave or leave without pay, at his/her option, for any such absence from work.

ARTICLE 29
LEGAL PROTECTION

29.01 The Employer will undertake the defense of any employee against civil damage suits filed against the employee involving any act, event or omission of action in the scope of the employee's employment or function. It shall be the separate responsibility of the employee to determine whether or not a countersuit should be filed on his behalf, and the employee shall make the necessary arrangements for the employment of counsel concerning the filing of the countersuit. The Employer will notify the employee of any suit or countersuit filed in such an action. Subject to the monetary limitations set forth in Section 768.28, Florida Statutes, the Employer will indemnify the employees for those judgments levied against them in accordance with Section 768.28, Florida Statutes, as a result of any negligent act, event or omission of action within the scope of the employee's employment or function. The Employer shall not be responsible for any punitive damages, which may be entered against an individual employee.

29.02 The City shall provide upon a unit member's request, legal representation when the unit member is required by subpoena to appear as a witness in court or provide a deposition by the State Attorney, Public Defense or Federal agency where the City is a named party in a lawsuit and the above referenced appearance is a result of legal action arising out of an incident which occurred during the unit member's official duties with the City.

ARTICLE 30
FORMAL INVESTIGATION INTERVIEW

30.01 Where applicable, Department investigations for disciplinary actions shall be conducted pursuant to Florida Statute 112.80, commonly known as the Firefighter Bill of Rights. (Appendix B)

30.02 When a unit member is facing disciplinary actions, the City shall serve the unit member with Formal Investigation paperwork prior to the beginning of the investigation.

30.03 The unit member is allowed to have one (1) personal representative (who may be the Union representative), or an attorney, present during a formal investigation interview. All copies of interview documentation, items to be discussed during the formal interview, and the identity of the interviewers, shall be supplied to the employee no less than twenty four (24) hours prior to the interview.

30.04 No pre-disciplinary notice shall be served on a Friday for a hearing to be held the following Monday.

30.05 The unit member (or Union) is allowed one (1) continuation to last no more than seven (7) calendar days, to secure a representative.

ARTICLE 31
DISCIPLINE AND DISCHARGE

31.01 All disciplinary action shall be administered in accordance with City Policy.

ARTICLE 32
REDUCTIONS IN FORCE

32.01 When for any lawful reason the City determines that it must reduce its workforce, the City, in its sole discretion, shall determine the number of unit members and ranks to be reduced. The City Manager shall consider the recommendations of the Union, where such recommendations are submitted in a timely manner, prior to the final determination of layoff.

32.02 Where a layoff is proposed as part of a preliminary budget submittal, the City shall provide the Union President, in writing, the number of positions in each rank that are to be reduced no later than September 16th (or the next business day) of the year prior to the next fiscal year. Layoffs shall occur in the following order, as applicable:

A. No bargaining unit employee with regular (non-probationary) status in an affected class shall be subject to layoff while an employee on probationary status is serving in that class.

B. In the event that the number of budget positions for a particular rank is to be reduced, the City shall first eliminate any vacant positions for that rank.

C. In the event the elimination of vacant positions for that rank does not satisfy the total position reduction for that rank, then such unit member shall be laid off on the basis of the following factors, each weighted equally; length of service with the City and performance evaluations for the past three years; or for the entire period where the length of service with the City is less than three years. In the event that two (2) or more employees affected have the exact same amount of service, the employee with the lowest performance evaluation record will be laid off first.

D. In the event of a reduction of force, the Department will consider a number of relevant factors in determining selections for layoff, the public interest being of primary importance. Factors to be considered include:

(1) Seniority

(2) Training, experience and position, including certifications.

(3) Employee's overall performance/disciplinary record.

E. Any employee to be laid off who has advanced to his present classification from a lower classification within the certified unit shall be given the opportunity to bump to his/her former position in a lower classification provided his seniority while in the lower classification exceeded the seniority of the most junior employee in that classification.

32.03 After a workforce reduction has been completed and where the City subsequently increases the number of budgeted unit member positions for a rank where one or more unit members were displaced, such unit members who were displaced or laid off will be given notice for recall to their former ranks.

32.04 The City shall recall or reclassify, as applicable, in order of greatest seniority in rank at time of displacement or layoff.

32.05 Notice of recall shall be sent to the unit member's last known address by certified mail. A laid off unit member shall provide the City with any subsequent change in address. A unit member being recalled from layoff shall have fourteen (14) calendar days after notification was mailed to accept or reject the recall offer and two (2) calendar weeks from the date of acceptance to return to work. The City agrees to consider extending these time limits in unusual circumstances when there is no necessity for a more timely appointment. If a unit member fails to contact the City in the fourteen (14) calendar days, the unit member will be considered to have rejected the recall.

32.06 If it should become necessary for the City to reduce its workforce by a layoff of one (1) or more employees covered by this Agreement, those employees laid off shall receive severance pay pursuant to the current City policies governing such pay.

32.07 The affected employee shall receive a written notice of the City's intent to reduce its workforce no less than thirty (30) calendar days prior to the last day of work.

32.08 A given employee who is laid off shall be compensated for 100% of his/her unused leave

ARTICLE 33
INFORMATION TO THE UNION

33.01 The Fire Chief, or his/her designee, shall forward to the Union President or designee, a list of any appointments, hirings, and/or terminations regarding unit members during a given month. A list containing such information for a given month shall be provided by the tenth (10th) day of the following month.

33.02 The Fire Chief, or his/her designee, agrees to provide the Union President or designee, with copies of suspensions or any other disciplinary actions as they relate to unit members as authorized in Article 32.

33.03 The Union will be charged the applicable copy charge, as set forth by the City.

ARTICLE 34
GRIEVANCES AND ARBITRATION

34.01 Grievance

A grievance is a formal complaint made by a grievant, who may be a unit member, concerning the application of the expressed terms of this Agreement, including the Merit Systems Policies and Procedures. All discipline and discharge shall be for proper cause.

Computation of time related to written grievances shall begin the date the grievance is marked received and shall not include the day the grievance is filed, or reply received, or any Saturday, Sunday or observed holiday within said period. The Union President and grievant shall be notified by e-mail or other timely manner, of when the grievance was received. Time limits, at any stage of the grievance procedure, may be extended by written, mutual agreement of the parties involved, at that step.

Grievances not advanced to the next step of the process by the grievant within the prescribed time limit shall be deemed withdrawn as having been settled on the basis of the decision rendered. Failure on the part of the City to answer within the time limit set forth in any step shall result in the member or the Union having the right to proceed to the next step of the grievance process or in the member's or the Union's discretion, the right to extend the grievance until such time as a response is received.

At any step of the grievance procedure, the person named as the Union or the City representative may be changed, and an alternate appointed.

The Union may file a grievance at Step 3, if the dispute involves a termination from employment.

At any step in the grievance procedure, the grievant may request a Union representative to attend and participate in the specified meetings.

At no time shall any disciplinary paperwork be placed into the employee's personnel file until the window for a grievance has expired.

34.02 Formal Grievance Procedure

Follows City Policy.

34.03 Arbitration

If represented by the Union, the Union can decide not to take a grievance to arbitration.

No member can proceed to Arbitration if not represented by the Union.

If the grievance is not settled during the grievance procedure, the Union or the grievant, may give written notice to the City Manager of the intent to submit the matter to arbitration no later than seven (7) business days from the receipt of the Step 2 decision.

Within seven (7) business days following receipt of the arbitration notice by the City Manager, the Union President and the City Manager, or their respective designee, shall meet to attempt to select an arbitrator by mutual agreement.

In the event an agreement cannot be reached on the selection of an arbitrator, the Union President shall request Federal Mediation and Conciliation Service to provide a panel of arbitrators within seven (7) business days of the arbitrator selection meeting.

Within seven (7) business days of receipt of the panel of arbitrators the City Manager and the Union President shall meet and beginning with the Union President, alternately strike a name from the panel of arbitrators, until one name remains. That person shall be designated as the Arbitrator and the Federal Mediation and Conciliation Service shall be informed of this decision, and shall proceed to establish a hearing date. The Union President and the City Manager shall alternately be the first party to strike a name from the panel of arbitrators for subsequent arbitrations during the period of this Agreement.

The Union and the City shall attempt to mutually agree, in writing, as to the statement of the matter to be arbitrated prior to the hearing. In the event that the parties fail to agree on a statement of the issues to be submitted, a written statement of the grievance and issues to be decided shall be presented to the Arbitrator by each party. Wherever possible, such statements shall be presented to the Arbitrator and exchanged between the parties two (2) weeks prior to the arbitration hearing date. Rights of the parties shall not be prejudiced by the inability or failure to comply with this subsection. The Arbitrator shall confine his decision to the particular matter specified in the Submission statement(s).

The Arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing by the Union and the City. The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute his or her judgment for that of management in any area identified in this Agreement or by law as a management right, and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. He/she shall have no other authority to consider or rule upon on any other matter.

In any arbitration proceeding, regarding discipline, up to and including termination, the Arbitrator shall sustain or uphold the decision of the City if the City establishes that the City's decision regarding the unit member is supported by a preponderance of the evidence, conversely, should the City fail to establish that the City's decision regarding the unit member is supported by a preponderance of the evidence, the Arbitrator shall sustain the grievance.

Any hearing before an Arbitrator selected through the Federal Mediation and Conciliation Service shall be conducted in accordance with the rules of that service. All expenses of the Arbitrator and/or Service shall be split equally by the Union and the City.

Either party may hire a stenographer to be present at the hearing. The party requesting the stenographer will be required to pay for this service. In the event both parties request a stenographer to be present, they shall share the cost of this service equally. The Arbitrator shall be provided a copy of any transcripts of the hearing at no cost.

The decision of the Arbitrator shall be final and binding upon the aggrieved unit member, the City and the Union. The Arbitrator shall not have the power to alter, modify, amend, add to, or detract from the specific, expressed terms of this Agreement. The Arbitrator shall not have the authority to limit or impair any right that is reserved by this Agreement.

No decision of the Arbitrator shall have application earlier than fourteen (14) days prior to the filing of the written grievance.

In the event the Arbitrator concludes that the subject matter of the grievance is within the scope of the Management Rights Clause, and no expressed language of the Agreement provides a specific basis for an alleged breach of this Agreement, the Arbitrator shall dismiss the grievance with the ruling that the subject matter of the grievance is within the reserved rights of the City.

34.04 Class Action Grievance

When the action or actions of the City affect a number of unit members in a similar manner, the Union may file a Class Action Grievance on behalf of the affected unit members.

34.05 Management Grievance

Any Management grievance shall be presented by the Fire Chief to the Union President by any provision of written notice citing and describing the dispute and referencing the specific section or sections of this Agreement which have been violated. A copy of such notice will be provided to the City Manager. The Union President shall give a written response to the Fire Chief within seven (7) business

days of the date of receipt of the Management grievance. If the City is not satisfied with the resolution specified by the Union President in the Union's written response, the City may exercise its statutory rights with the Public Employee Relations Commission, pursuant to Florida law.

ARTICLE 35
SENIORITY

35.01 Definitions

The following definitions are applicable as provided in the respective Articles in this Agreement:

A. Department Seniority is defined as the length of continuous service with the Satellite Beach Fire Department, measured from the bargaining unit member's initial or adjusted date of employment.

B. City Seniority is defined as the length of cumulative service with the City, measured from the bargaining unit member's initial or adjusted date of employment with the City.

ARTICLE 36
PROBATIONARY EMPLOYEES

36.01 Newly hired unit member shall serve a probationary period of six (6) month from successful completion of the new hire orientation program. The termination of a probationary unit member shall not be subject of a grievance or appeal.

ARTICLE 37
WORK OUT OF CLASS

37.01 It is understood that every incidental duty connected with operations cannot be listed in job classification descriptions. Unit members may be required to perform duties that are not contained in job classification descriptions. Company in-service inspections shall be considered a routine part of the duties for Fire Rescue personnel.

37.02 Personnel who have met the qualifications to promote and have agreed or requested to participate in the Acting Officer Program along with those employees who are presently on the promotional list will constitute the Eligibility List. Unit members on the Eligibility List may be temporarily assigned to the applicable Acting Officer's position. No unit member who has failed a previous promotional exam may be placed into an Acting Officer position until that unit member successfully passes a subsequent promotional exam. Temporary assignments shall not be used to fill permanent openings.

37.03 Personnel who have met the qualifications to promote and have agreed or requested to participate in the Acting Officer Program, shall remain eligible for such participation up to a two (2) year maximum. Members that are part of the acting program must sit for the next applicable examination. To continue in the program beyond the two (2) year timeframe, the unit member must pass the applicable promotional exam and be placed on the promotional Eligibility List.

37.04 The Eligibility List will be administered by assigning the acting positions to those unit members on the existing promotional list first, and then offering Acting positions to the remaining Eligibility List on a voluntary basis, as long as there is no crossing of personnel between shifts.

37.05 In those cases where an Acting position is expected to exist for longer than thirty (30) days, a unit member shall be utilized from the promotional list of candidates in rank order qualified for that specific available vacancy. Subsequent Acting positions shall be filled on a rotating basis, regardless of shift.

37.06 A unit member who is designated as an Acting Officer in Charge by the Fire Chief shall receive a $1000 increase to his/her annual base pay.

ARTICLE 38
PROMOTIONAL OPPORTUNITIES

38.01 Within six months of the vacancy of any position above the lower range in any category, the vacancy will be filled by the promotion of employees within the City Service.

38.02 No employee shall be eligible for a promotion examination whose last performance rating was less than "Satisfactory."

ARTICLE 39
EDUCATION

39.01 Education benefits will be provided to bargaining unit members pursuant to City Policy.

ARTICLE 40
TRAINING

40.01 Night Drills

When on duty, night drills will typically be concluded by 2200 hours. It is understood that the hours may be extended for pre scheduled (more than one shift in advance) training events.

40.02 Mandatory off duty Training

For mandatory training that occurs outside the unit member's normally scheduled shift, unit members shall be paid for all hours of mandatory off duty training at the applicable rate of pay, with a minimum guarantee of two (2) straight time hours. Mandatory off duty training sessions will normally be conducted between 0800 and 2200 hours. Notification of mandatory off duty training periods shall be provided to affected unit members at least thirty (30) days in advance. Where reasonably possible, if the unit member has approved leave during this period already scheduled, they will be considered excused and required to attend a make-up session.

ARTICLE 41
HEALTH AND WELLNESS PROGRAM

41.01 With the exception of unit members involved in a Department directed Physical Fitness Health and Wellness Program, the Captains may require a minimum of one (1) hour, workload permitting, for physical conditioning of unit members. Captains may allow unit members the ability to exercise for more than one (1) hour, if time allows. Each unit member may select a group of exercises that is conducive to his/her physical condition and personal goals.

41.02 Unit members will participate in at least one (1) hour of physical exercise, including warm-up and cool-down, each twenty-four (24) hour tour of duty, at a time scheduled by the Station Captain.

41.03 The City will provide strength training equipment for the use of unit members. Unit members shall be allowed to use equipment on a voluntary basis off-duty.

ARTICLE 42
INSURANCE

42.01 Employees will be provided with medical, surgical and hospitalization benefits in accordance with the provisions of the City's health insurance plan, said plan being the plan available to all City employees.

42.02 If the employee chooses dependent health insurance coverage, the City shall pay fifty percent (50%) of the premium cost for dependent health insurance coverage. The employee shall pay the remaining fifty percent (50%) dependent premium cost to the City through payroll deductions. The rates will be adjusted from time to time based on the premium charges, which are charged to the City.

42.03 The City shall furnish a dental plan to the bargaining unit employees. Monthly premiums for the bargaining unit employee shall be paid by the City. Dependent coverage shall be paid by the bargaining unit employees.

42.04 The City shall furnish a vision plan to the bargaining unit employees. Monthly premiums for the bargaining unit employee and his/her dependents shall be paid by the City.

42.05 All employees hired on or after April 3, 1996, upon retirement, the employee may purchase health insurance coverage for him/herself and dependents consistent with provisions of law. All costs shall be paid by the employee.

42.06 Employees hired before April 3, 1996, upon retirement, shall have insurance coverage for him/her paid for by the City. The retiree may purchase health insurance coverage for dependents consistent with provisions of law. All costs for dependent coverage shall be paid for by the retiree.

ARTICLE 43
HEALTH & SAFETY

43.01 The City and the Union desire to maintain high standards of safety and health in firefighting, prevention, training, emergency medical services, and other related areas; to eliminate, in so far as reasonably possible, accidents, deaths, injuries, health hazards and occupational illnesses.

43.02 Protective devices, wearing apparel and other equipment necessary to properly protect firefighters and emergency medical personnel, shall be provided by the City. These devices, apparel and equipment shall be inspected on a periodic basis to ensure proper care and maintenance.

43.03 The City agrees to vaccinate bargaining unit members against Hepatitis B, at the unit member's discretion, and at no cost to the unit member.

43.04 The City shall designate the Department Infectious Disease Control Officer(s) and shall establish procedures for bargaining unit members to notify the Officer(s) in the event of a significant exposure to a patient or victim, as defined in the Ryan White Act.

ARTICLE 44
UNIFORMS AND EQUIPMENT

44.01 All combat firefighting personnel shall be provided with personal protective equipment and other equipment which shall meet the required N.F.P.A, O.S.H.A., N.I.O.S.H., Federal or State Standards and shall include, but not be limited to.

A. Helmet for Structural Firefighting

B. Protective Clothing/Equipment for Structural Firefighting

C. Gloves for Structural Firefighting

D. Personal Protective Eyewear

E. Ear Protection

44.02 The unit member is responsible for maintaining issued gear and equipment in an acceptable condition and shall wear the gear and equipment in the manner required by regulations issued by the Fire Chief.

44.03 Safety equipment issued by the City must be worn by unit members under the conditions and circumstances required by Department regulations. Failure to abide by said regulations may result in disciplinary action up to and including discharge.

44.04 The Fire Chief, or designee, shall designate the uniforms and equipment required of unit members in the Department and such required uniform items (except personal items such as socks and undergarments) will be issued by the Department to each unit member.

44.05 Union pins and insignias approved by the Fire Chief, or designee, may be displayed on unit member uniforms.

44.06 Uniform items which are damaged through no fault of the unit member, will be replaced by the City. Damage to uniform articles as a result of neglect or intentional misuse as determined by the City will be grounds for disciplinary action and the unit member will be required to replace the damaged or lost item at his/her cost.

44.07 A unit member who wishes to purchase his/her own safety equipment may do so as long as the equipment meets or exceeds the standards described above at the time of purchase and is approved by the Fire Chief, or designee. Safety equipment purchased by the unit member that is damaged as set forth in 45.06 will be replaced with comparable priced safety equipment.

44.08 When a known hazardous material or biohazard is found to be involved in an incident, every reasonable effort will be made to replace the gear until proper decontamination can be accomplished.

44.09 Upon cessation of employment with Satellite Beach Fire Department, all issued equipment and uniforms will be surrendered by the unit member. If a unit member fails to turn in all of his/her issued equipment, his/her final paycheck, including any benefits owed may be withheld to the extent permitted by law. Nothing contained herein prohibits the City from seeking criminal or civil satisfaction for the missing items.

ARTICLE 45
UNIFORM/EQUIPMENT. LOSS OR DAMAGE

45.01 Should any Unit employee suffer loss or damage to his uniform or any item of personal property approved for on-duty use, in the line of duty, not due to neglect or misconduct, the City shall have it repaired or replaced at no cost to the employee, subject to approval by the Fire Chief.

45.02 The following limits shall apply to watches, eyeglasses, contact lenses, retainers and dentures:

Item	Maximum Contribution by City
Watch	$50.00
Eyeglasses	$100.00 for frame; $50 for each lens
Contact Lenses	$20.00 for each lens
Retainers	$40.00
Dentures	$120.00

45.03 In the event of an injury covered by Workers' Compensation, Workers' Compensation shall apply to replacement of eyeglasses or dentures.

45.04 Claims pursuant to this Article must be supported with reasonable proof of loss and reported to the Fire Chief or designee as soon as reasonably practicable.

ARTICLE 46
MILEAGE ALLOWANCE

46.01 Any employee covered in the bargaining unit who is required to provide their own transportation with the use of the privately owned vehicle, for City business, shall be compensated for such use at the current mileage rate established by Section 112.061, of the Florida Statutes.

46.02 The term "City business" shall be defined as specific assignment to an employee by his/her supervisor which requires the employee to travel, from an assigned work site to another, when City transportation is not made available. This shall not include commuting to or from the employee's place of residence to his/her assigned reporting point.

46.03 Reimbursement requests shall be submitted on a City form within five (5) working days.

46.04 Mileage will not be paid for attendance of mandatory meetings, physicals, or overtime assignments.

ARTICLE 47
SECURITY

47.01 The City hereby agrees not to discipline a unit member for lost or stolen City equipment unless said loss results from the intentional or negligent actions of the unit member or otherwise violates Department policy.

ARTICLE 48
SUSPENSION OF AGREEMENT DURING EMERGENCIES

48.01 If in the sole discretion of the City it is determined that emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or other similar catastrophes, the provisions of this Agreement, reasonably necessary to meet the circumstances of the emergency, may be suspended by the City during the time of the declared emergency, provided unit members shall be paid their regular rate to include overtime pay for hours actually worked, when applicable.

A. Within thirty (30) days of the conclusion of the stated emergency, the Union must place in writing any alleged violations which the Union has good cause to believe may have occurred during the suspension of the Agreement.

B. The Fire Chief and the Union must meet within fourteen (14) calendar days of receipt of the Union's written notice in an attempt to mediate any alleged violation.

C. If the mediation is unsuccessful, unit members may file a grievance.

ARTICLE 49
NON-DISCRIMINATION

49.01 Neither the City nor the Union shall discriminate or sanction intimidation against any unit member because of his/her membership, or lack of membership in the Union, or for the exercise of any rights or privileges provided under this Agreement or by any Federal, State, or local law or ordinance. The City and the Union further agree that neither shall discriminate against any unit member because of his/her race, color, creed, national origin, sex or age.

49.02 The City and the Union further agree that the use of the masculine gender pronouns to indicate unit members shall be interpreted to mean both male and female unit members, and that such usage is in the interest of readability and follows the proper rules of English, and further that such usage is not intended, nor shall it be interpreted to be, sexual discrimination.

ARTICLE 50
APPENDICES AND AMENDMENTS

50.01 All appendices and amendments to this Agreement shall be lettered, dated, and signed by the responsible parties, and shall be part of this Agreement.

50.02 Any and all appendices, amendments and/or Memorandums of Understanding (MOUs) to this or previous agreements that conflict with this agreement shall expire with implementation of this contract.

ARTICLE 51
SEVERABILITY

51.01 The City and the Union agree, in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction or becomes unlawful by action of the Florida Legislature, the remainder of the Agreement shall remain in full force and effect.

51.02 If such action occurs, the Union and the City agree they shall meet within fifteen (15) working days to negotiate and agree upon a replacement Article.

ARTICLE 52
VIOLENCE IN THE WORKPLACE

52.01 The City and Satellite Beach Fire Department will not tolerate physical actions or verbal statements that incite, suggest, or threaten violence against an employee, officer, agent, citizen and/or patient of the City.

52.02 Any unit member who, on or off duty, threatens violent actions against another City employee or acts in a violent manner towards a City employee, regardless of that employee's job function with the City government, shall be subject to immediate discipline up to and including discharge.

ARTICLE 53
PENSION PLAN

53.01 The City shall provide a Pension Plan for all unit members to guarantee a monthly life income after their retirement.

53.02 The City agrees that the amount of monthly income payable to a unit member who retires on or after his/her normal retirement date shall be an amount at least equal to the number of years of credited service multiplied by three percent (3%) of his/her average final compensation, based upon an average of the three (3) highest years of credited service during the ten (10) years preceding termination of employment or retirement.

53.03 Federal income tax shall be figured on the net amount after the contribution is deducted for the Retirement Fund.

53.04 For the term of this Agreement, the parties agree as follows:

1. The entire Florida Statute Chapter 175 annual tax premium payments afforded to the City by the State of Florida for fiscal years 15-16; 16-17 and 17-18 shall be utilized by the City as its annual contribution to the Pension Plan for each of those fiscal years respectively.

2. The accrued amount of Chapter 175 funds as of October 1, 2015 shall be used to fund a 401A Plan for bargaining unit employees, as established and administered by the City of Satellite Beach Pension Plan Board.

ARTICLE 54
PROHIBITION OF STRIKES

54.01 The Union and its membership agree that it will not under any circumstance or for any reason, participate in or engage in any strike, slowdown intentional interference with the work, boycott, or picketing which is intended to, or has the effect of, deterring employees of Satellite Beach Fire Rescue from performing their assigned duties.

54.02 It shall be a violation of this Agreement for any unit member, while on duty, to fail to or refuse to cross or pass any picket line if such a failure or refusal should in any way cause a delay or interruption in carrying out the duties of Satellite Beach Fire Rescue.

54.03 The Union agrees that any violation of this section shall be grounds for immediate discharge, and such a discharge or other disciplinary action will not be reviewable under any grievance procedure, except to determine if in fact, a violation has occurred.

54.04 The Union further agrees that in the event of any strike, work stoppage or interference with the operation of the City, a responsible official of the Union shall promptly and publically disavow such activities, and forward written orders to any unit members engaged in such activities, to return to work immediately.

54.05 The Union agrees to post on the bulletin boards, as reference in Article 7 of this Agreement, notices, which order the prohibited activities to cease immediately.

54.06 These Union responses shall occur immediately upon receipt of written notice from the Office of the City Manager or the City of Human Resources Director, that such prohibited activities have occurred or are taking place.

54.07 Nothing herein shall preclude the City from using other remedies and/or penalties provided by law in the cause of a public employee strike.

54.08 This article shall not preclude the union or its member from an information picket.

ARTICLE 55
SAVINGS CLAUSE

55.01 This Agreement, upon ratification, supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

55.02 The parties acknowledge 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 not removed by law from the area of collective bargaining, and that the understanding and agreement arrives at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

55.03 The City and IAFF, during the term of the agreement, voluntarily and unequivocally waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

55.04 Nothing herein shall preclude the City or the IAFF from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

55.05 The Parties recognize that during the term of this Agreement situation may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the IAFF is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amended this Agreement, without having to be ratified by bargaining unit members.

ARTICLE 56
POLITICAL ACTIVITY

56.01 The City shall not prohibit a Member from or discriminate against his/her engaging in political activities or campaigning while off duty, provided that the member does not:

A. Wear a uniform or any part thereof which would identify the individual as an employee of the City or use property (including documents or records) of the City.

B. Display or otherwise lead others to believe the member is carrying a badge, baton or gun.

C. Hold themselves out as a member of the Fire Department, expect that a truthful response to a legitimate question shall not be a violation of this section.

ARTICLE 57
DURATION OF AGREEMENT

~~This Agreement shall be effective upon ratification by both parties, through September 30, 2015; provided, however, that for the fiscal year October 1, 2014 to September 30, 2015, Article 10, wages shall be subject to re-opening for negotiations, along with three additional articles each by the City and the Union.~~

~~In order to re-open Articles for re-negotiation, each party must identify in writing to each other the articles to be re-negotiated on or before April 1, 2014.~~

This Agreement shall be in full force and effect from October 1, 2015 through September 30, 2018. Either party may open negotiations for a successor agreement by giving written notice to the other no later than April 1, 2018. Upon expiration of this Agreement on September 30, 2018, there will be no continuation of any wage increases as set forth in Article 10, Wages, unless the parties mutually agree in writing to do so.

Satellite Beach City Manager

President, IAFF, Local 2969

APPENDIX A
(COMPRESSION SPREADSHEET)

APPENDIX B
FIREFIGHTER BILL OF RIGHTS

112.80 Short title.—

This part may be cited as the "Firefighters' Bill of Rights."

112.81 Definitions.—

As used in this part:

(1) "Firefighter" means a person who is certified in compliance with s. 633.408 and who is employed solely within the fire department or public safety department of an employing agency as a full-time firefighter whose primary responsibility is the prevention and extinguishment of fires; the protection of life and property; and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and control of fires.

(2) "Employing agency" means any municipality or the state or any political subdivision thereof, including authorities and special districts, which employs firefighters.

(3) "Informal inquiry" means a meeting by supervisory or management personnel with a firefighter about whom an allegation of misconduct has come to the attention of such supervisory or management personnel, the purpose of which meeting is to mediate a complaint or discuss the facts to determine whether a formal investigation should be commenced.

(4) "Formal investigation" means the process of investigation ordered by supervisory personnel, after the supervisory personnel have previously determined that the firefighter shall be reprimanded, suspended, or removed, during which the questioning of a firefighter is conducted for the purpose of gathering evidence of misconduct.

(5) "Administrative proceeding" means any nonjudicial hearing which may result in the recommendation, approval, or order of disciplinary action against, or suspension or discharge of, a firefighter.

(6) "Interrogation" means the questioning of a firefighter by an employing agency in connection with a formal investigation or an administrative proceeding but shall not include arbitration or civil service proceedings. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.

112.82 Rights of firefighters.—

Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.

(1) 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.

(2) No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

(3) All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

(4) The firefighter 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.

(5) Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

(6) The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.

(7) A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

(8) 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.

(9) No firefighter 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.

112.83 Rights of firefighters with respect to civil suits.—

If an agency employing firefighters fails to comply with the requirements of this part, a firefighter employed by such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such employing agency is headquartered and permanently resides for an injunction to restrain and enjoin such violation of the provisions of this part and to complete the performance of the duties imposed by this part.

112.84 Rights of firefighters nonexclusive.—

(1) The rights of firefighters as set forth in this part shall not be construed to diminish the rights and privileges of firefighters that are guaranteed to all citizens by the Constitution and laws of the United States and of this state or limit the granting of broader rights by other law, ordinance, or rule. These rights include the right to bring suit against any individual, group of persons, association, organization, or corporation for damages, either monetary or otherwise, suffered during the performance of the firefighter's official duties or for abridgment of the firefighter's rights, civil or otherwise, arising out of the performance of his or her official duties.

(2) This part is neither designed to abridge nor expand the rights of firefighters to bring civil suits for injuries suffered in the course of their employment as recognized by the courts, nor is it designed to abrogate any common-law or statutory limitation on the rights of recovery.

CITY COUNCIL AGENDA ITEM #9

DISCUSS/TAKE ACTION ON INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY AND THE CITY ESTABLISHING A CENTRALIZED ADDRESSING AUTHORITY

To: City Manager Courtney Barker

From: Assistant City Manager Andy Stewart

Meeting Date: 10/21/2015

Department: Building & Zoning

Recommended Action: Approve the Interlocal Agreement between the City and Brevard County establishing a centralized addressing authority.

Summary: The City is currently under a 2007 Interlocal Agreement which requires the City to follow a certain process for address assignments. Assigning addresses is coordinated through Brevard County's Emergency Management Department, which manages the countywide Automatic Location Identification Database for the 9-1-1 emergency system. Addresses must be approved by the Emergency Management Department to ensure differences in street names are maintained and number addresses can be identified by emergency responders.

The City currently relies on the County for this process. Staff would like to continue to use the County as a resource for address assignment. Our need for address assignment is too low to justify creating a function and process within our Building Department.

Therefore, we are recommending approving this agreement, which we believe is a comprehensive list of needed tasks and information necessary to maintain the countywide system. We are also recommending delegating this responsibility to the County.

Budget Impacts: $2,931.61 and will be paid from the General Government Services budget.

Attachments:

- Proposed Interlocal Agreement with Brevard County Providing a Centralized Addressing Authority.

#9
10-21-15

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF _____, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this _____day of _____, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF _____, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2015 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional _5 years_ unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:
Residential structures
Commercial structures
Utility equipment/cabinets
Lift stations
Docks
Boat houses
Communications towers
Subdivision lighting
Development fencing/signage/gates
Development recreational facilities
Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

(i) Any City Ordinance/Resolution currently authorizing/regulating addressing.

(ii) Any future amendments to such ordinances.

(iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.

(iv) Any City Ordinance/Resolution relating to roadway vacating.

(v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.

(vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

(i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

(i) Assignment of all addresses to individual properties.

(ii) Assignment of all addresses to utility equipment.

(iii) Assignment of all addresses to and within subdivision plats (residential and commercial).

(iv) Assignment of all addresses to commercial site plans.

(v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.

(vi) Issue any necessary address change and/or verification letters.

(vii) Conduct site visits as necessary.

(viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.

(ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.

(x) Process submitted annexations completed by City; update County records.

(xi) Process submitted vacatings completed by City; update County records.

(xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

(A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

City of Satellite Beach
565 Cassia Blvd.
Satellite Bch, Fl 32937

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

_____
Scott Ellis, Clerk

_____
Robin Fisher, Chairman
Brevard County Board of County Commissioners

As Approved by the Board on _____

ATTEST:

City/Town of

_____
City/Town Clerk

_____
Mayor or (his/her designee)

Exhibit A

Schedule of Annual 911 Addressing Fee

Population Based on 2010 Census (Alphabetical Order)

		$157,000 (.29 cents)
POPULATION	MUNICIPALITY	FEE PER POPULATION*
206,469	Brevard (Unincorporated)	$ 59,876.01
9,912	Cape Canaveral	$ 2,874.48
17,140	Cocoa	$ 4,970.60
11,231	Cocoa Beach	$ 3,256.99
3,850	Grant-Valkaria	$ 1,116.50
2,720	Indialantic	$ 788.80
8,225	Indian Harbour Beach	$ 2,385.25
2,757	Malabar	$ 799.53
76,068	Melbourne	$ 22,059.72
3,101	Melbourne Beach	$ 899.29
662	Melbourne Village	$ 191.98
103,190	Palm Bay	$ 29,925.10
900	Palm Shores	$ 261.00
24,926	Rockledge	$ 7,228.54
10,109	Satellite Beach	$ 2,931.61
43,761	Titusville	$ 12,690.69
18,355	West Melbourne	$ 5,322.95
	TOTAL ANNUAL FEE:	$157,579.04

***Calculation:**
Total Value Required ÷ Total County Population = Cost per person x Municipality population = Municipality fee.

Brevard County Population: 543,376

Exhibit B

Schedule of 911 Addressing Fees

Fees to be paid by applicant

(A) Address Assignment (for newly recorded plats or approved site plans):

Official residential address.....$ 5.00/address

Official commercial/industrial address.....$ 5.00/address

Official commercial unit address.....$ 5.00/unit

Property owner requested address change (not for 9-1-1 purposes).....$50.00

(B) Street Naming or Renaming:

Recording Fee.....Pursuant to Clerk's recording fee

Street Naming by Citizen Request.....$50.00/name
Plus $25.00 per address change, if required.

Street Re-naming by Citizen Request.....$75.00/name
Plus $25.00 per address change, if required.

(C) Building Permit Address Fee (if Brevard County issues permit):

Official residential address.....$30.00/address

Official commercial/industrial address.....$50.00/address

Official commercial unit address.....$35.00/unit