

# AGREEMENT



**BETWEEN**

**CITY OF COCOA**

**AND**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 2416**

**October 1, 2021 to September 30, 2024**

## TABLE OF CONTENTS

<u>PREAMBLE</u> .....	1
<u>ARTICLE 1 - RECOGNITION</u> .....	1
<u>ARTICLE 2 - DISCRIMINATION</u> .....	2
<u>ARTICLE 3 - SEVERABILITY</u> .....	3
<u>ARTICLE 4 - APPENDICES AND AMENDMENTS</u> .....	3
<u>ARTICLE 5 - PREVAILING RIGHTS</u> .....	3
<u>ARTICLE 6 - MANAGEMENT RIGHTS</u> .....	3
<u>ARTICLE 7 - POLICIES AND PROCEDURES</u> .....	4
<u>ARTICLE 8 - GRIEVANCE PROCEDURE</u> .....	5
<u>ARTICLE 9 - PROBATION</u> .....	8
<u>ARTICLE 10 - DUES DEDUCTION</u> .....	9
<u>ARTICLE 11 - OCCUPATIONAL SAFETY AND HEALTH</u> .....	10
<u>ARTICLE 12 - BULLETIN BOARDS</u> .....	11
<u>ARTICLE 13 - PROMOTIONS</u> .....	12
<u>ARTICLE 14 - NO STRIKE CLAUSE</u> .....	14
<u>ARTICLE 15 - WORKING OUT OF CLASSIFICATION</u> .....	14
<u>ARTICLE 16 - COUNSEL SERVICES</u> .....	15
<u>ARTICLE 17 - ASSIGNMENT DURING NON JOB-RELATED DISABILITY</u> .....	16
<u>ARTICLE 18 - GENDER</u> .....	17

<u>ARTICLE 19 - SANITATION, MAINTENANCE AND UPKEEP</u> .....	18
<u>ARTICLE 20 - STAFFING AND EQUIPMENT</u> .....	18
<u>ARTICLE 21 - DISCIPLINE AND DISCHARGE</u> .....	19
<u>ARTICLE 22 - TRANSFER</u> .....	19
<u>ARTICLE 23 - INVESTIGATIONS</u> .....	20
<u>ARTICLE 24 - PERSONNEL FILES</u> .....	20
<u>ARTICLE 25 - SHIFT EXCHANGE</u> .....	20
<u>ARTICLE 26 – UNIFORMS</u> .....	22
<u>ARTICLE 27 - MILEAGE ALLOWANCE</u> .....	23
<u>ARTICLE 28 - INSURANCE</u> .....	24
<u>ARTICLE 29 - WAGES</u> .....	24
<u>ARTICLE 30 - INCENTIVE PAY</u> .....	26
<u>ARTICLE 31 - HOURS OF WORK AND OVERTIME</u> .....	27
<u>ARTICLE 32 - JOB SECURITY</u> .....	29
<u>ARTICLE 33 - BEREAVEMENT LEAVE</u> .....	29
<u>ARTICLE 34 - JURY DUTY/VOTING</u> .....	30
<u>ARTICLE 35 - VACATION</u> .....	31
<u>ARTICLE 36 - SICK LEAVE</u> .....	33
<u>ARTICLE 37 - HOLIDAYS</u> .....	34
<u>ARTICLE 38 - PERSONAL LEAVE, NON-PAID</u> .....	35

<u>ARTICLE 39 - UNION BUSINESS</u> .....	36
<u>ARTICLE 40 - JOB-RELATED MEDICAL LEAVE OF ABSENCE</u> .....	37
<u>ARTICLE 41 - PENSION</u> .....	39
<u>ARTICLE 42 – EDUCATION/PARAMEDIC SCHOOL</u> .....	41
<u>ARTICLE 43 – SENIORITY</u> .....	41
<u>ARTICLE 44 - PHYSICAL FITNESS PROGRAM</u> .....	42
<u>ARTICLE 45 - DRUGS AND ALCOHOL</u> .....	42
<u>ARTICLE 46 - MEDICAL REQUIREMENTS FOR FIRE FIGHTERS</u> .....	43
<u>ARTICLE 47 - PERSONNEL REDUCTION</u> .....	43
<u>ARTICLE 48 - JOB DESCRIPTIONS</u> .....	44
<u>ARTICLE 49 - ENTIRE AGREEMENT</u> .....	44
<u>ARTICLE 50 - DURATION</u> .....	45
<u>APPENDIX A - JOB DESCRIPTION: FIREFIGHTER (EMT)</u> .....	46
<u>APPENDIX B - JOB DESCRIPTION: FIRE LIEUTENANT (EMT/PARAMEDIC)</u> ...	50
<u>APPENDIX C - JOB DESCRIPTION: FIREFIGHTER (PARAMEDIC)</u> .....	55
<u>APPENDIX D - JOB DESCRIPTION: DRIVER/OPERATOR (EMT OR PARAMEDIC)</u> .....	58
<u>APPENDIX E - GRIEVANCE FORM</u> .....	63
<u>SIGNATURE PAGE</u> .....	65

## **PREAMBLE**

This Agreement is entered into by and between the City of Cocoa, herein referred to as the “City”, and Local 2416, International Association of Firefighters (IAFF), hereinafter referred to as the “Union”, to establish an orderly and peaceful procedure for settling differences which arise, and to set forth an agreement between the parties concerning wages, hours and other terms and conditions of employment.

The Union hereby and herewith covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it, and the employees it represents, will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth.

Likewise, the City hereby and herewith covenants, agrees and represents to the Union that it will faithfully and diligently abide by and be strictly bound to all provisions of this Agreement as set forth herein.

## **ARTICLE 1 - RECOGNITION**

1.1 The parties agree that the Union is recognized as the exclusive bargaining agent for all bargaining unit members of the City of Cocoa Fire Department as determined by the Florida Public Employee Relations Commission and set forth in Certification #206. Covered members include all employees of the City of Cocoa Fire Department in the positions of Firefighter and Fire Lieutenant<sup>1</sup>.

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<sup>1</sup> The City and Union have agreed to jointly file a Unit-Clarification Petition with PERC during Fiscal Year 2022 to add the Driver/Operator position to the bargaining unit.

1.2 The City herewith covenants, agrees and represents to the Union that it recognizes its obligation to bargain with the Union, only through the Union President and/or his/her representative, over wages, hours, and terms and conditions of employment of employees represented by the Union, and that it will faithfully and diligently abide by its obligation to bargain.

1.3 The Union herewith covenants, agrees and represents to the City that it recognizes its obligation to bargain with the City, only through the City Manager and/or his/her representative, over wages, hours, and terms and conditions of employment of employees represented by the Union, and that it will faithfully and diligently abide by its obligation to bargain.

## **ARTICLE 2 - DISCRIMINATION**

2.1 The City and the Union agree not to discriminate in any way, including the application of the articles of this Agreement, against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, sex, color, national origin, age, physical handicap, marital status, creed, political affiliation, or because of activities undertaken for the mutual benefit and protection of members of the Union.

2.2 Members of the bargaining unit agree that they will perform their respective duties loyally and continuously under the terms of this Agreement, and will pledge to protect the interest of the City, to conserve property, protect the public and give service of the highest quality.

2.3 In exchange, the City pledges to the Union and the members of the bargaining unit, employment (provided sufficient funds are available), wages, and those privileges and benefits in accordance with the provisions of this Agreement.

### **ARTICLE 3 - SEVERABILITY**

3.1 If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction because of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and the City will meet at the request of the Union and attempt to agree upon a replacement article or articles.

### **ARTICLE 4 - APPENDICES AND AMENDMENTS**

4.1 Any appendices or amendments that may be mutually agreed upon between the parties during the terms of this Agreement shall be lettered, dated and signed by the appropriate, responsible parties, ratified by the members of the bargaining unit and the City Council, and will become a part of this Agreement and subject to all its other applicable terms.

### **ARTICLE 5 - PREVAILING RIGHTS**

5.1 All rights, privileges, and working conditions enjoyed by bargaining unit employees which are included in this Agreement, shall remain in full force and effect unless changed by mutual consent, or as otherwise allowed by this Agreement or applicable law.

### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.1 The City shall have the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. The City shall also have the right to exercise any

other prerogatives established by law and/or as determined by the Public Employees Relations Commission or a court of competent jurisdiction. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

### **ARTICLE 7 - POLICIES AND PROCEDURES**

7.1 Except as modified by a specific provision of this Agreement, employees covered hereunder shall comply with all rules, regulations, policies, procedures, and practices of the City and the Fire Department, including the Personnel Policies Manual and/or the new Employee Handbook, the Safety Manual and the Managed Care Arrangement.

7.2 The City reserves the right to add, modify, change or delete any existing personnel policies and procedures of the City of Cocoa and the Fire Department provided, however:

1. That no changes or new rules shall negate, override, contradict or circumvent any provision of this Agreement.

2. That the Union shall be notified, in writing, not less than twenty (20) days before the City plans to substantially change or implement a new rule. If either the Union or the City request a ten (10) day extension in writing, it will be granted if requested within ten (10) days prior to policy or procedure effective date. Additional timeframe extensions may be given with mutual agreement between the Union and the City. During this time period the Union will notify the City if it wishes to engage in impact bargaining and identify the impacts to the City.

3. That the City will not implement new rules until the Union has been given the opportunity to collectively bargain over the change and/or the impact any such changes



may have upon the terms and conditions of employment of the members of the bargaining unit.

4. That when such changes or new rules are implemented, all employees and the Union shall be provided a copy electronically in order for the employees and the Union to become familiar with the content and operation.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.1 A grievance, within the meaning of this Agreement, shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement. All grievances must be filed at Step 1 within sixty (60) calendar days of the occurrence or when the employee should have reasonably been aware of the issue.

INFORMAL STEP: The Union and the aggrieved bargaining unit employee shall discuss verbally with Management the incident or the occurrence that gave rise to the grievance. Management shall respond to the member or the members of the bargaining unit within ten (10) calendar days from the end of the shift that the incident or occurrence was discussed. If the bargaining unit employee or employees believes the incident has not been resolved, he/she shall advance the grievance to Step 1 of the Grievance Procedure.

STEP 1: The grievance will be submitted, in writing on the attached Grievance Form, to the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, shall meet with the Union and the aggrieved employee or employees, within ten (10) calendar days of receipt of the grievance. The Fire Chief, or his/her designee, shall render a written decision within ten (10) calendar days following the Step 1 grievance meeting.

STEP 2: If the grievance is not settled at Step 1, the grievance shall be submitted to the City Manager, or his/her designee, within ten (10) calendar days of when the response was due, in Step 1. The City Manager, or his/her designee, shall meet with the Union and aggrieved employee or employees, within ten (10) calendar days following receipt of the grievance. The City Manager, or his/her designee, shall render a decision within fourteen (14) calendar days following the Step 2 grievance meeting.

STEP 3: Any dispute over the nature and scope of the remedy shall be resolved by the Arbitrator pursuant to this Article. Any grievance not otherwise resolved through the foregoing steps may be referred to arbitration within fourteen (14) calendar days of the time the City Manager's response was due. Any request for extension of the time limit may be granted by written mutual consent.

#### 8.2 Rules of Grievance Procedure:

A. A written grievance shall be dated and signed by the aggrieved employee and the Union representative presenting it. A written decision to the employee shall also be forwarded to the Union representative and shall be dated and signed by the appropriate City representative.

B. All grievances must be reduced to writing at Step 1, and must set forth:

1. A complete statement of the grievance and facts upon which it is based.
2. The remedy of correction requested.
3. The section or sections of this Agreement claimed to have been violated.

C. At any step of the grievance procedure, the Fire Chief or the City Manager may appoint a person to act on his/her behalf.

D. Any of the time limits specified above may be extended by written mutual consent.

E. When a grievance is general in nature in that it applies to a number of members of the bargaining unit having the same or similar issue(s) to be decided, it shall be filed by the President of the Union or his designee.

F. The Union must be invited to attend any meeting where the resolution of a grievance may occur.

G. The Union and/or employee must select either this Grievance Procedure or the City's grievance/hearing procedures as outlined in the City Personnel Policies as to any matter covered by this Agreement. In no case can the Union and/or employee pursue a grievance under this Agreement and a grievance/hearing under the City's Personnel Policies. Whichever procedure is first initiated shall be the Unions/employee's exclusive avenue of formal internal redress.

H. The Union Executive Board shall determine if any Grievance moves to Arbitration.

### 8.3 Rules of Arbitration:

1. The parties to this Agreement will attempt to agree upon an independent arbitrator. If the parties cannot agree, either party will contact the Federal Mediation and Conciliation Service to request a panel of nine (9) arbitrators from which a selection shall be made. Each party has the right to request one (1) new panel of arbitrators. The arbitrator shall have the jurisdiction and the authority to hear a grievance as defined in this Article

and to render a decision which is binding on both parties. However, the arbitrator shall not have authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

2. The parties shall attempt to agree in writing as to the statement of the matter to be arbitrated prior to the hearing.

3. Each party shall bear the expense of its own witnesses and its own legal representatives. The expenditures of the impartial arbitrator shall be borne by the losing party as directed by the arbitrator. In the event there is not a directed losing party, the expense of the arbitrator shall be borne equally. Any party requesting a copy of the transcription of such arbitration hearing shall bear the cost of same.

#### **ARTICLE 9 - PROBATION**

9.1 All new employees in the Fire Department bargaining unit will serve twelve (12) months of probation. New hire probationary employees may be terminated with or without cause at management's discretion during the probationary period. The probationary period for bargaining unit employees promoted from Firefighter to Lieutenant or Firefighter to Driver will be for a period of six (6) months. In the event a bargaining unit employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

9.2 New hire probationary employees may not take vacation during the first six (6) months of the probationary period. After six (6) months they may take vacation as long as they have a satisfactory or above performance evaluation.

9.3 New hire probationary employees will not attend City-sponsored schooling unless approved by the Fire Chief or his/her designee.

9.4 New hire probationary employees shall not be allowed shift exchanges while on probation. Exceptions may be allowed with the approval of the Fire Chief or his/her designee.

9.5 New hire probationary employees on shift shall be tested every three months on streets, addresses, block numbers, fire suppression systems, equipment, standard operating procedures and rules and regulations of the department, firefighting skills, patient care, hazardous materials, driving, operating and pumping of apparatus and equipment. The test shall be a written and performance based test in accordance with the standard operating procedures for probationary employees, and probationary employees shall be required to achieve a minimum score of 75% on all component tests. Probationary employees scoring less than 75% on a component test will be entitled to one (1) retest.

9.6 Probationary employees shall be evaluated as directed by the Fire Chief or his/her designee in accordance with the Department's established policies and procedures.

#### **ARTICLE 10 - DUES DEDUCTION**

10.1 The City shall deduct Union dues from the pay of each bargaining unit employee covered by this Agreement, provided that at the time of such deduction there is in the possession of the Payroll Section of the Finance Department of the City a current written authorization by the bargaining unit employee submitted by the Union. Such authorization may be revoked by the bargaining unit employee at any time upon at least thirty (30) days written notice to the Union and to the Human Resources. Dues shall be deducted on a bi-weekly basis.

10.2 At the time of execution of this Agreement, the Union shall advise the Payroll Section of the City, in writing, of the exact amount of regular monthly dues. Thereafter, if the Union requests the Payroll Section of the City to deduct a different amount of dues, such request shall be effective only upon a written statement by the Treasurer of the Union to the Payroll Section

of the City that the new amount is for regular dues only approved by the members in accordance with the applicable law.

10.3 The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City because of actions taken by the City in good faith reliance of the force and legality of the Union dues check-off forms provided by the Union.

10.4 All amounts deducted from the pay of members pursuant to this Article shall be remitted by electronic payment to the Treasurer or other Union designated financial officer along with an official printout documenting the deductions within ten (10) calendar days of the month following on which the deductions were made.

#### **ARTICLE 11 - OCCUPATIONAL SAFETY AND HEALTH**

11.1 The City agrees to comply with all applicable safety and health laws and regulations applicable. Given the inherent dangers and risks associated with the fire service, the City agrees to implement precautionary measures as necessary to promote the health and safety of its Fire Department personnel.

A. A Fire Department Workplace Safety Committee composed of four (4) members, two (2) members appointed by the Union President and two (2) members appointed by the Fire Chief, or his/her designee. The City's Safety Coordinator shall serve as an advisor to the committee.

B. The goal of the committee is to achieve and maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accident, death, injuries and illness to personnel. The Committee shall adopt rules prescribing the duties and functions of the Fire Department Safety and Health Committee that will be documented in the Cocoa Fire Department Safety and Health Manual. These

rules should include, but are not limited to, assisting in the development and implementation of procedures for conducting workplace safety inspections and reviewing workplace accidents and injuries; evaluating accident prevention and illness-prevention programs; and making recommendations that will include training for Committee members.

C. Safety and Health Committee members may be allowed time off with pay to attend meetings as approved by the Fire Chief or his/her designee and shall receive no additional compensation without prior authorization of the Fire Chief or his/her designee.

11.2 All members covered by this agreement hired on or after October 1, 2015, shall be required to sign an individual agreement to acknowledge they will be a non-user of any tobacco products while on or off duty for the full length of their employment. Tobacco usage is defined as smoking cigarettes, electronic cigarettes, cigars, pipes, or use of any type of tobacco products of any kind at all times, whether on or off duty. Violation of this provision will be subject to disciplinary action, up to and including termination. The parties further agree to encourage members hired before October 1, 2015, to stop using tobacco products. The City shall work with these affected members to develop a tobacco cessation program. Voluntary participation in such program is to be performed off-duty.

## **ARTICLE 12 - BULLETIN BOARDS**

12.1 The City will authorize the Union use of bulletin boards at each Fire Station. The boards will be used only for the following notices:

1. Recreational and social affairs of the Union.
2. Union meetings.
3. Union elections.

4. Reports of Union committees.
5. Newspaper clippings.
6. Other official Union communications.

All notices posted on the Union bulletin boards will contain the signature of the Union Representative. Bulletin boards shall remain neat, organized and its information current.

12.2 Notices and announcements shall not contain anything political or controversial, reflecting upon the City, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted.

12.3 Any violations of this Section shall entitle the City to immediately remove any offending materials.

### **ARTICLE 13 - PROMOTIONS**

13.1 Promotions shall be in accordance with the Fire Department's Promotions SOPs, as created by the Fire Department. Any changes in this policy will be made by mutual agreement of the City and Union at least three months prior to the test.

A. Applicants must notify the Fire Chief, or his/her designee, at least thirty (30) days prior to the exam date, of their commitment to sit for the exam, along with copies of certifications/degrees applicable to promotion for consideration of the Fire Chief or designee to be time/date stamped for the record. No applicant will be allowed to leave the examining room until the test is completed and turned in.

B. When a vacancy exists the City will make every effort to fill the vacancy within forty-five (45) days.



13.2 Promotions to the rank of Driver-Operator shall be based on the selection of the best qualified bargaining unit employee for the position available in accordance with the Fire Department's Promotions SOP.

A. Consideration for Driver-Operator will require a State of Florida Pump Operators Certification\* and a minimum of two (2) years of unbroken and continuous service as a full-time Firefighter with the City of Cocoa prior to the date of the examination.

B. The eligibility process for as a Driver-Operator will be given in April of odd numbered years (every two years), in order to establish an eligibility list. The eligibility process shall consist of both a written exam and practical exercise. Subject areas and reference materials to be covered on the written exam will be announced ninety (90) days prior to the examination date and made available to all interested parties.

13.3 Promotions to the rank of Lieutenant shall be based on the selection of the best qualified bargaining unit employee for the position available in accordance with the Fire Department's Promotions SOP.

A. Consideration for promotion to Lieutenant will require a Florida Fire Officer One Certification and a minimum of four (4) years of unbroken and continuous service as a full-time Firefighter with the City of Cocoa prior to the date of the examination.

B. The promotional process will be given in April of even numbered years in order to establish an eligibility list. Subject areas and reference materials to be covered on the written exam will be announced ninety (90) days prior to the examination date and made available to all interested parties.

#### **ARTICLE 14 - NO STRIKE CLAUSE**

14.1 The Union and any and all members shall not cause, engage in or sanction any strike, slowdown, or other illegal concerned action for the term of this Agreement. Nor shall there be any strike or interruption of work during the term of this Agreement because of any dispute or disagreement between any other persons who are not signatory parties to this Agreement.

14.2 The Union and any and all members agree that for the term of this Agreement it shall not cause, engage in or sanction any picketing or demonstrating in furtherance of a work stoppage.

14.3 There will be no lock-out by the City for the duration of this Agreement.

#### **ARTICLE 15 - WORKING OUT OF CLASSIFICATION**

15.1 Any member of the bargaining unit required to work in a higher classification shall receive out of classification pay for each hour worked in such capacity in accordance with section 15.2.

15.2 Effective after the 2022 Lieutenant test and the 2023 Driver/Operator test, working out of class will only be offered to members on the eligibility list. Until the new promotional lists have been established, all opportunities for working out of classification within the rank of Lieutenant or Driver/Operator shall be first assigned to Firefighters on the current Lieutenant promotional list or Driver/Operator eligibility list. Once these lists have been exhausted, it should be offered, by seniority, to a member who has completed the requirements of 15.6 of this Article and will receive five percent (5%).

15.3 The pay differential for Driver/Operators on the promotion list will be seven and a half percent (7.5%). The pay differential for Lieutenants on the promotional list will be ten percent

(10%). However, if there is a Lieutenant and/or Driver/Operator working from another shift due to overtime or shift exchange, he/she shall be assigned as a Lieutenant and/or Driver/Operator and working out of classification pay is not applicable.

15.4 Lieutenants that successfully complete the in-house training program shall be eligible for working out of classification as a District Chief, if not in a probationary status and after the check-off is completed and shall receive ten percent (10%). Those that have not completed the training program will receive five percent (5%).

15.5 The City may assign bargaining unit employees to work out of classification to temporarily fill vacancies within Fire Department positions.

15.6 All eligible bargaining unit member will be offered an in-house training program that must be completed successfully to be assigned in a working out of classification position.

## **ARTICLE 16 - COUNSEL SERVICES**

16.1 The City agrees, to the extent provided by its liability insurance, to undertake and pay for the defense of civil damage actions against any bargaining unit employee arising from or out of his/her actions and/or omissions in the course and scope of his/her employment or service as an employee, and the City will file proper and appropriate legal pleadings in such actions; The Union shall be kept fully informed regarding the City's defense of the bargaining unit employee, and shall fully cooperate in such defense.

16.2 The City agrees to indemnify, through its liability insurance, a bargaining unit employee for judgments levied against him/her as a result of the bargaining unit employee's actions while acting in the scope of his/her employment; provided, however, that the City shall have no obligation to defend or indemnify a bargaining unit employee where such employee's actions were

outside the course and scope of his/her employment, or were committed in bad faith, or were committed with malicious purpose, or were committed in a manner exhibiting wanton and willful disregard for human safety or property.

16.3 If the City and a bargaining unit employee are co-defendants in the same civil action, such action shall not be settled by the City unless prior to such settlement the City meets with the bargaining unit employee and his/her attorney, to advise them about settlement.

16.4 The application of this Article will not diminish an employee's rights under Florida Statutes Section 768.28(a).

#### **ARTICLE 17 - ASSIGNMENT DURING NON JOB-RELATED DISABILITY**

17.1 In the event a bargaining unit employee is unable to perform his or her regular duties because of a non-job related condition, the Fire Chief will attempt to provide a light duty assignment, within the Fire Department. The light duty assignment is subject to the following:

- A. Employees are responsible for submitting a written request to Human Resources for consideration of reasonable accommodations, including but not limited to incapacity due to pregnancy, injury, or condition. Upon request, employees procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the American with Disabilities Act (ADA).
- B. Completion of the City's established certification form(s) is essential which includes determination from a competent medical authority that the employee is medically fit to work in a light duty assignment and provide the work limitations and/or restrictions along with a projected duration of these limitations and/or restrictions.

17.2 The Fire Chief, or his/her designee, shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. All light duty assignments shall involve the performance of productive work necessary for the efficient and economical operation of the department and/or City. Any changes in light duty assignments will be coordinated with the Fire Chief or designee in concurrence with Human Resources / Safety & Risk Management.

17.3 Light duty assignments during non-job-related disability shall not exceed ninety (90) consecutive days in a twelve (12) month period, unless otherwise required by applicable law. In the event there is limited light duty work preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Fire Chief and the City Manager and documented in writing.

17.4 In the event the duration of an employee's light duty assignment will be greater than the payroll period, the employee shall be changed to a forty (40) hour workweek with their hourly rate converted to a 40-hour equivalent and their leave accruals shall be adjusted accordingly.

17.5 Employees returning to full duty must submit to Human Resources a completed Return to Work form and obtain approval from Human Resources prior to returning to their normal shift.

## **ARTICLE 18 - GENDER**

18.1 Whenever the male gender is used in this Agreement, it shall be understood to mean male or female members of the bargaining unit unless the context in which it is used renders it biologically unlikely or impossible.

## **ARTICLE 19 - SANITATION, MAINTENANCE AND UPKEEP**

19.1 The City agrees to supply and make available for the benefit of bargaining unit members materials required in the day-to-day maintenance and upkeep of floors, windows, kitchen appliances and utensils, sleeping quarters, showers and bathroom facilities at all Fire Stations or other work locations of bargaining unit members. Furthermore, the City agrees to provide items necessary to satisfactorily maintain sanitary conditions of all quarters within all work locations. This includes the administrative offices in fire stations. Bargaining unit employees are not responsible for maintaining or cleaning the administration take home vehicles.

19.2 Any materials or supplies needed to clean and maintain fire and rescue apparatus will be provided by the City. The City will be responsible for providing appropriate soaps or other cleaning agents to enable bargaining unit members to safely remove lubricants and other slippery materials from apparatus and floors, and to maintain a presentable appearance.

19.3 Agricultural, horticultural, and major facilities repair and non-routine maintenance services provided at other City locations will be provided at all Fire Station facilities.

## **ARTICLE 20 - STAFFING AND EQUIPMENT**

20.1 The City shall determine, in its sole discretion, the type and number of equipment and apparatus to be used in the provision of fire and rescue services. The City shall also determine, in its sole discretion, the number and type of personnel to be assigned the shifts, apparatus and equipment. In establishing such staffing, the City shall consider safety (public employee), cost (including overtime expenses) and all other factors deemed relevant by the City.

20.2 When the food and personal needs of fire or rescue companies require visits to retail establishments, the companies shall be required to stay in service. Every reasonable effort will be

made to secure the vehicle and its contents. Whenever possible, visits to any retail establishment shall be made during the return from another station or from a service connected trip.

### **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

21.1 Management shall have the right to discipline, demote, or terminate a bargaining unit member for just cause.

### **ARTICLE 22 - TRANSFER**

22.1 Members of the bargaining unit shall have the right to temporarily exchange station assignments in the same classification, upon providing at least a minimum of twenty-four (24) hours advanced written request. The request must have the written approval of the Fire Chief or his designee. Any such transfer shall not reduce or impair the ability of the Fire Department to provide necessary services. When a vacancy occurs in a bargaining unit position, the senior member holding that same classification shall be given first consideration for transfer to that vacant position. Employees in a probationary period status are not eligible for station transfers.

22.2 Any transfer, whether temporary or to fill a vacant position, may be granted as long as there is no cost or additional expense to the City.

22.3 If the City determines a shift transfer is required, the least senior firefighter in the job classification, to include EMT/Paramedic and Solo-Paramedic, that is necessary shall be moved.

22.4 Once the member has been transferred based on the operational need once in a 12-month period and that member would be subject to a second transfer based on the operational need in the same 12-month period, then that member shall be skipped and the transfer will fall to the next least senior member of that shift.

### **ARTICLE 23 - INVESTIGATIONS**

23.1 The City shall comply with the Firefighter Bill of Rights whenever a bargaining unit member is under investigation and/or discipline may be given. Bargaining unit members may request Union representation (including legal counsel) for an investigation/hearing that may lead to discipline.

### **ARTICLE 24 - PERSONNEL FILES**

24.1 Members of the bargaining unit have the right to review or copy their official personnel files in the Human Resources Division or any Florida Statute Chapter 119 public records that pertain to the members of the bargaining unit in accordance with the City of Cocoa policy of fees for duplication of public records.

24.2 Members of the bargaining unit have the right to include in any personnel files any certificates, records of achievement, and rebuttal to any derogatory information.

24.3 The City agrees that a copy of adverse or derogatory written material will not be placed in the file of any member of the bargaining unit until a copy is provided to the employee.

24.4 Oral and Written discipline over 24 months in the personnel file will not be considered as a basis for further disciplinary action. This exclusion does not apply when the offense of the reprimand involves harassment or workplace violence.

### **ARTICLE 25 - SHIFT EXCHANGE**

25.1 A request to exchange shifts form shall be filled out, signed, and turned in to the Fire Chief or his/her designee at least one shift in advance of the requested shift exchange date by the employees agreeing to exchange shifts. Except for unforeseen circumstances, the request shall include the date the employee requesting the shift exchange will pay the employee working the



shift exchange back. Requests for shift exchange may be denied by the Fire Chief or his/her designee, if the shift exchange will interfere with the operation and/or activities of the Fire Department.

25.2 Shift exchange will be in writing and signed by both parties participating in the exchange on department approved forms. Tracking of exchanged time shall be the responsibility of bargaining unit members. All exchanged time, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee. All shift exchanges must be completed within 12 months.

25.3 Shift exchanges may be granted as long as there is no cost or additional expense to the City and does not interfere with the operation and or activities of the Fire Department, to include, but not limited to maintaining the type and level of service as determined by the City.

25.4 Lieutenants may only exchange with another Lieutenant or Firefighter on the current Lieutenant Promotional List, or members who have completed the requirements in 15.6. Driver/Operators may only exchange with another Driver/Operator or Firefighter on the current Driver/Operator Promotional List, or members who have completed the requirements in 15.6. Effective after the 2022 Lieutenant test and the 2023 Driver/Operator test, shift exchanges will only be offered to members on the eligibility list. In the event the promotional list is exhausted, as there are no members on the list, employees exchanging shifts must be able to fulfill all the duties of the position/employee with which they are exchanging shifts.

25.5 The unit member agreeing to work the shift will be responsible and held accountable for the duty time. If the agreeing unit member agrees to work for another unit member but calls in sick and does not report for work, a physician's note will be required of the employee in order to utilize sick leave to cover lost time from work. The agreeing member is not eligible to

use vacation on a shift that he/she has agreed to work. In the event a unit member has failed to report to duty on an agreed shift exchange on multiple occasions, the unit member will lose the privilege for the shift exchange for one year.

25.6 All shift exchanges will be for time only. No other compensation is allowed.

## **ARTICLE 26 – UNIFORMS**

26.1 Shift bargaining unit employees will be furnished all items of required uniforms in accordance with applicable Department Policy on an as needed basis and subject to annual budget appropriations and availability of item:

1. Uniform shirts, long or short sleeve=
2. Uniform or workout shorts
3. Dark blue uniform trousers
4. 1-1/4 inch black leather belt
5. Cocoa Fire Department badges
6. Name tags
7. T-shirts or casual style shirt
8. C.F.D. (Cocoa Fire Department) baseball type cap
9. Logo job shirt

26.2 The City will continue to replace any articles of uniform as they become worn, torn, or otherwise unserviceable due to normal wear and tear. Any member of the bargaining unit found to have lost, damaged, or destroyed articles of uniform through negligence will be required to pay for replacements. The cost of any required replacement, in such case, shall be through weekly deductions from the member's paycheck, of not more than twenty-five dollars (\$25.00).

26.3 In lieu of a cleaning allowance, washers and dryers will be maintained in each of the stations. City washing machines and dryers may only be used for washing City issued items and linens/bedding used at the station.

26.4 Upon separation from employment with the City of Cocoa Fire Department, all issued equipment and serviceable uniforms will be returned. Any bargaining unit employee who retires from the City may retain one badge and a helmet.

26.5 Uniforms and/or equipment issued by the City shall not be worn off duty unless performing a function for the City or in the best interest of the City, with the permission of the Fire Chief. Non-uniform t-shirts can be worn off duty with the permission of the Fire Chief.

26.6 The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred (\$100.00) dollars and prescription eye wear not to exceed two hundred (\$200.00) dollars, if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered. Members of the bargaining unit will be reimbursed up to one hundred (\$100.00) dollars annually each fiscal year, for the purchase of shoes approved by the Fire Chief.

#### **ARTICLE 27 - MILEAGE ALLOWANCE**

27.1 Bargaining unit employees using their private vehicle for Fire Department business with prior approval of the Fire Chief or his/her designee, shall be compensated at the applicable City rate.

## **ARTICLE 28 - INSURANCE**

28.1 The City will pay one hundred percent (100%) of the cost of the member's plan premiums, (up to the cost of the Core Plan), and fifty percent (50%) of the cost of the Core Plan for dependent premiums or other costs, providing sufficient revenues permit. For Fiscal Year 2022, the City will absorb the cost of the dependent coverage increase on the health plan.

28.2 The City will pay one hundred percent (100%) of the cost of member's long-term disability coverage.

28.3 Health and hospitalization benefits for future retirees will be provided in accordance with City Resolution 95-27 and Resolution 2008-133, as may be amended by City Council.

28.4 The Union will be allowed to have a representative on any Advisory Committee formed to review Health and Hospitalization Insurance.

28.5 The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the Union with thirty (30) days of notice of any proposed changes. Bargaining unit employees shall also be able to participate in the City's flexible spending plan on the same basis as other City employees.

## **ARTICLE 29 - WAGES**

29.1 Effective the first pay period of Fiscal Year 2022, the City shall provide a seven percent (7%) wage increase for bargaining unit members employed prior to January 1, 2021. For Fiscal Year 2023 and 2024, the City shall provide bargaining unit members with a three percent (3%) wage increase based on budgetary appropriations and Council budget adoption. If another bargaining unit receives more than a 3% percent across the board, the union may open this Article

for negotiations. If the 3% wage increase for Fiscal Year 2023 and 2024 is not appropriated by Council, the City shall give notice of such to the union, and this article will automatically reopen solely for the purposes of negotiating wages for the fiscal year at issue.

29.2 For Fiscal Year 2022, bargaining unit members hired after January 1, 2021 will be brought to the new minimum. For Fiscal Year 2023 and 2024, bargaining unit members employed for a partial fiscal year will receive a prorated wage increase equivalent to the number of full calendar months they were employed. For example, a Firefighter with a new hire date of June 15, will be eligible for 3/12 of the annual wage increase, in accordance with 29.1, with counting months of July- September and new hire that starts on June 1 would receive 4/12 of the annual wage increase with counting the month of hire as a full month.

29.3 Under no circumstances will employees be eligible to receive a wage increase above the maximum for their pay grade. Once the maximum has been reached, the employee will receive a lump sum for equivalent wage increase amount.

29.4 Employees who are promoted to Lieutenant or Driver/Operator Classification shall be placed in the new rank at the minimum, or receive a 5% increase, as defined in the City Personnel Policies, whichever is greater.

29.5 The Pay Plan for bargaining unit members is:

<b>Classification</b>	<b>Firefighters</b>	<b>Driver/Operator</b>	<b>Lieutenants</b>
Minimum	\$38,116	\$46,488	\$57,954
Maximum	\$66,300	\$69,600	\$82,800

### ARTICLE 30 - INCENTIVE PAY

30.1 The parties agree that incentive pay increments for various certifications and educational attainments shall continue to be included in hourly rates of pay, as per Article 29, Wages.

30.2 The City agrees to provide adequate on duty training to all members of the bargaining unit who operate motorized equipment.

30.3 The City agrees, for the duration of this Agreement, all members of the bargaining unit who are or become eligible for the educational incentive pay amounts established pursuant to "Florida Firefighter Standards and Training" in Florida Statutes, Chapter 633, will continue to receive such amounts.

30.4 All bargaining unit employees hired prior to October 1, 2021 holding a valid Paramedic certification shall receive \$ .77/hour. The benefit of "patch pay" shall be eliminated once there are no existing employees utilizing this benefit.

30.5 Procedures for attaining Solo Paramedic status shall be established in accordance with the Department's established policies and procedures. Once an employee is released by the medical director and Fire Chief to be a "solo status" paramedic, an incentive pay of \$2.31 per hour will become effective. If a member loses the privilege to practice as a paramedic through discipline or action by the state this incentive pay shall be halted until the privilege is restored.

30.6 The City shall pay twenty-five dollars (\$25.00) bi-weekly to any employee holding any two (2) of the below five (5) certifications/courses of study:

- A. State of Florida Fire Officer II, III, or IV (only one (1) of the four (4) can be utilized)
- B. State of Florida Fire Instructor I, II, or III (only one (1) of the three (3) can be utilized)
- C. State of Florida Live Fire Instructor I or II (only one (1) of the two (2) can be utilized)

D. National Fire Academy Incident Safety Officer Certificate or equivalent approved by the Fire Chief

E. State of Florida Smoke Diver or equivalent approved by the Fire Chief.

### **ARTICLE 31 - HOURS OF WORK AND OVERTIME**

31.1 The City shall establish a work period consisting of twenty-seven (27) days. Payment for overtime will be one and one-half (1-1/2) in excess of (200) hours of actual work in the twenty-seven (27) day work period as provided in the Fair Labor Standards Act. Fifty hours will constitute a normal workweek. The normal weekly wage for on-shift bargaining unit employees is derived by dividing the annual salary amount by two thousand six hundred (2,600) hours and multiplying by fifty (50). The City agrees to pay members of the bargaining unit at the rate of one and one-half (1-1/2) times the regular rate of pay for every hour worked outside of the normal twenty-seven (27) day work period schedule. It is understood that all time worked beyond the fifty (50) hour scheduled workweek will be at the rate of one and one-half (1-1/2) for overtime. Paid leave for vacation and witness duty for City purposes, will be counted as time worked for the purposes of computation of overtime. Sick leave, bereavement, short term military leave, and Jury Duty do not count as time worked for the purposes of computing overtime, unless issued mandatory overtime. Bargaining unit members called back to work from off duty shall be paid for all hours worked with a minimum of two (2) hours regardless of a lesser number of hours actually worked.

31.2 On-shift bargaining unit employees will work a week which averages fifty (50) hours per week running from Monday to Sunday. There will be a three (3) platoon system; twenty-four (24) hours on duty, twenty-four (24) off duty, commencing at 7:30 a.m. and ending at 7:30

a.m. the next morning, followed by twenty-four (24) hours off duty, cycled successively, until three (3) shifts have been worked. Thereafter, there will be a break of ninety-six (96) hours. All 27-day cycles will have nine (9) scheduled duty days.

31.3 The maximum number of on-shift Fire Department personnel allowed to be off at the same time is three (3); only two officers shall be allowed to take the same time off, unless approved by the Fire Chief or his designee. The maximum number of personnel allowed to be off on F.L.S.A. day is two (2).

31.4 It is understood and agreed, should there be a change in the Fair Labor Standards Act or circumstances adversely impacting the City, both sides shall meet and renegotiate a new work schedule.

31.5 Every attempt will be made to establish and post a monthly duty roster at least one week prior to the last scheduled shift of each month. Periodic breaks of ninety-six (96) consecutive hours will be taken off as scheduled, unless they are exchanged in accordance with Article 25, Shift Exchange. The same provisions will apply to time off and exchange of F.L.S.A. day.

31.6 Bargaining unit employees shall be required to return to work while off duty or to hold over on shift when deemed necessary by the City and the City has first attempted to procure a volunteer through the overtime list. Bargaining unit employees called back to work from off duty status or held over for less than one hour, shall be compensated for time worked rounded to the nearest five minutes and will have the pay added to their regular weekly paycheck for the week in which the overtime was worked.

31.8 On-shift bargaining unit employees will be granted one (1) F.L.S.A. day, also referred to as "Kelly" day, each 27-day cycle for a full year. On-shift bargaining unit employees



will select their F.L.S.A. days by December 31 of each year, starting with the most senior member and going down to the least senior member. This will enable us to maintain our two hundred (200) hours in the twenty-seven (27) day cycle. F.L.S.A. days may be changed or exchanged with more than forty-eight (48) hours of notice, unless it creates overtime, subject to approval of the Fire Chief or his/her designee. Criteria set forth under Shift Exchange, Article 25 shall be applied. F.L.S.A. day requests shall have priority over all other leaves.

31.9 On-shift bargaining unit employees will be granted time to rest during each twenty-four (24) hour work period requiring them remain available to respond to the needs of the department without delay. Normally, the hours to provide this rest time will be as follows: 4:30 p.m. to 7:00 a.m. on weekdays; 12:00 p.m. to 7:00 a.m. on Saturdays; and upon completion of routine duties, scheduled activities and prior authorization of the shift commander on Sundays and Holidays.

31.10 Overtime procedures for staffing and special events/activities shall be established in accordance with the Department's established policies and procedures.

### **ARTICLE 32 - JOB SECURITY**

32.1 The city warrants that, for the life of this contract, there will be no transitioning (i.e. to the County or private services) of Fire Services.

### **ARTICLE 33 - BEREAVEMENT LEAVE**

33.1 In the event of a death of a member of the bargaining unit employee's immediate family, a maximum of three (3) shifts off within seven (7) calendar days shall be granted following notification of death for attendance at the funeral. Extensions of the seven (7) calendar day time

frame will be at the discretion of the Fire Chief. In unusual cases, the Fire Chief, and/or designee, may approve additional time off utilizing sick and/or vacation leave.

33.2 The immediate family of the bargaining unit employee will be defined only as: spouse, mother, father, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, brother, sister, employee's/spouse's grandparents or grandchildren. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the Fire Chief.

33.3 A bargaining unit employee notified of death of a member of the immediate family during duty hours shall be granted leave for the duration of that shift. This leave will not be counted as Bereavement Leave in Article 33.1. Bereavement leave will start the following day.

#### **ARTICLE 34 - JURY DUTY/VOTING**

34.1 Any member of the bargaining unit ordered to report for jury duty shall be given sufficient time off with pay to carry out his/her civic responsibility. Before being relieved from his/her department duty, the employee will furnish official documentation of having been selected to serve. No deduction will be made by the City for any compensation for carrying out said jury duty or job-related deposition requirements.

34.2 Upon completion of jury duty or deposition schedule each day, the bargaining unit member shall report back to complete the scheduled shift.

34.3 Under special circumstances members of the bargaining unit who are registered to vote will be allowed sufficient time off via vacation leave to vote in local, state, and national elections, as long as level of service is maintained and there is no additional cost to the City. Notice to participate in the voting process shall be provided to the District Chief or his/her designee one (1) shift prior to Election Day.

34.4 Bargaining unit employees shall not be eligible for reimbursement by the City for any meals, lodging, travel or other expenses incurred while serving as a juror or to participate in the voting process.

**ARTICLE 35 - VACATION**

35.1 Vacation leave is a planned absence. Therefore, bargaining unit employees must request and have **prior** approval from their supervisor in order to take vacation. Supervisory approval of vacation requests shall be based on factors including, but not limited to operational needs, activities and workload, timeliness of request; available accrued vacation time, etc.

35.2 Shift employees are entitled to vacation with pay as follows:

<u>Years of Service</u>	<u># of Shifts</u>
1 – 5	8
6 – 10	9
11 – 15	10
16 and over	12

35.3 Non-Shift employees are entitled to vacation with pay as follows:

<u>Years of Service</u>	<u>Hours per Year</u>
1 – 5	88
6 – 10	104
11 – 15	128
16 and over	152

First choice vacation requests for the year must be submitted to the Shift Commander by December 31, and run consecutively (they may include FLSA Days throughout). Vacation requests will be considered on the basis of seniority, consistent with the needs and requirements of the department.

35.4 Any other vacation requests during the year must be submitted in writing at least twenty-four (24) hours in advance, in increments of not less than two (2) hours based on a first come basis. The City will make every effort to meet the written request; however, the needs of the department will be given first consideration.

35.5 Vacation requests less than twenty-four (24) hours in advance may be granted by the District Chief on Duty, subject to the operational needs of the department at that time including but not limited to:

- A. The bargaining unit employee reports to his/her duty station in uniform and ready to work;
- B. One or more of the three (3) leave slots set forth in Article 31.2 are not being used for any part of the shift.
- C. Does not result in a downgrade in the level of service from ALS to BLS.
- D. Overtime is not created.

35.6 Maximum vacation time allowed to be taken at one time is one (1) year of accrual.

35.7 Bargaining unit employees who are separated in good standing from the City and who have accrued vacation to their credit at the time of separation shall be paid the hourly rate for the accrued shift days not to exceed two (2) year's accrual, provided the employees provides two (2) working weeks of advance written notice.

35.8 In the event of an employee's death, accrued vacation leave, if any, shall be paid at the hourly rate to his/her beneficiary or estate.

35.9 If a bargaining unit member becomes sick while on vacation, the time necessary to recover from the sickness will be charged to sick leave, not annual vacation, at the discretion of the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, may request written explanation supporting his/her request to change to sick leave.

### **ARTICLE 36 - SICK LEAVE**

36.1 On shift bargaining unit employees accrue sick leave at the rate of twelve (12) hours per calendar month. Non-shift bargaining unit members receive eight (8) hours per month. Accrual is unlimited.

36.2 Paid sick leave will be granted to bargaining unit members when they are ill, if there are sufficient hours of accrual available. Sick leave is a privilege which shall be primarily reserved for personal sickness. In the event the bargaining unit employee needs to care for a spouse or child, five (5) days per year may be used. Medical leaves qualified for Family Medical Leave may be granted under the City's policy and applicable Federal law. Additional time may be granted upon the approval of the Fire Chief.

36.3 Employees will notify their District Chief or designee at least one (1) hour before the start of their scheduled shift. Failure to provide sufficient notification shall result in disciplinary action.

36.4 A physician's note will be required of the employee in order to utilize sick leave to cover lost time from work if more than two (2) consecutive shifts, or if there is a pattern of abuse. Abuse of sick leave may be grounds for progressive discipline.

36.5 Bargaining unit employees shall have the option of participating in the City's Sick Leave Incentive Programs under the same terms as the City's general employees.

36.6 Sick leave will be paid, as follows, in the event of termination by:

1. **Resignation** Twenty-five percent (25%) of all accumulated unused sick leave at current hourly rate, up to a maximum of 720 hours with a minimum of five (5) years of continuous service with the City prior to resignation with a two (2) working weeks of advance written notice. Utilization of sick leave during the resignation notice period shall require a physician's note.

2. **Normal Retirement** (As defined in the Pension Plan Ordinance) – Bargaining unit employees hired prior to October 1, 2007 will receive one hundred percent (100%) of all accumulated sick leave, up to a maximum payment of one thousand seven hundred twenty-eight (1,728) hours. Employees hired October 1, 2007 or after shall receive 100% of all accumulated sick leave, up to a maximum of one thousand and eighty (1080) hours. Employees hired on or after August 1, 2013, shall receive 66 2/3% of the sick leave balance not to exceed seven hundred twenty (720) hours.

3. **Disability Retirement** (As defined in the Pension Plan Ordinance) - Same as normal retirement above.

4. **Death** - In the event of death, the bargaining unit employee's estate or beneficiary will be paid at the same rate as normal retirement.

36.7 For the purpose of computing sick leave of less than one (1) hour, increments of the nearest ten (10) minutes will be used.

### **ARTICLE 37 - HOLIDAYS**

37.1 The following are recognized as holidays by the City:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
3. President's Day (Washington's Birthday) (3rd Monday of February)

4. Memorial Day (Last Monday of May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday of September)
7. Veteran's Day
8. Thanksgiving Day (4th Thursday in November)
9. Day after Thanksgiving (4th Friday in November)
10. Christmas Day (25th Day in December)
11. Employee's Birthday – employee will take his birthday off within 30 days.

37.2 Bargaining unit employees on-shift will be paid in the September timeframe at the end of each fiscal year for the first ten above listed holidays at the employee's hourly rate of pay up to a maximum 100 hours. Bargaining unit employees who are working a modified shift (light duty) or workers compensation will receive time off with pay for the holiday. If a bargaining unit employee is not employed, is working a modified shift (light duty) or workers compensation, or is on leave of absence at a time of reimbursement, the employee's pay will reflect a percentage of the 100 hours pay (i.e., seven (7) holidays observed, seven-tenths (7/10) of 100 hours.

### **ARTICLE 38 - PERSONAL LEAVE, NON-PAID**

38.1 The Fire Chief or his/her designee, with the concurrence of the City Manager, may allow each member of the bargaining unit up to six (6) shifts per year personal leave for reasons not covered by Articles in this Agreement. This time is non-paid and non-cumulative.

38.2 Due consideration will be given to requests for personal leave without pay in line with the requirements of the Department and budgetary impact

## ARTICLE 39 - UNION BUSINESS

39.1 The Union shall notify the Fire Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Fire Chief, in writing, of any change of the designation of such officials. No Union official will be recognized by the City unless the Fire Chief receives written notification from the Union of his/her designation. One member of the bargaining unit elected or appointed to Union office may be afforded time off with pay to perform their Union functions subject to **prior** approval of the Fire Chief, or his/her designee. This will be limited to the President and/or his or her appointed designee. This would include attendance at regular or special meetings, which would involve the Fire Department, contract negotiations, and activities related to grievance handling without loss of pay or applicable benefits, as long as it does not interfere with the operations of the Fire Department or result in payment for overtime or working out of classification.

39.2 Two (2) members of the Union negotiating team may be allowed to attend meetings which shall be mutually set by the City and the Union without loss of pay or applicable benefits.

39.3 The President of the Union or his/her designee may be allowed time off with pay to attend any and all meetings of the City Council, as long as this does not interfere with the operations of the Fire Department or result in payment for overtime or working out of classification.

39.4 All provisions of this Article require the **prior** approval of the Fire Chief, or his/her designee.

39.5 Union business will be considered as one (1) of the three (3) leave slots, as outlined in Article 35.5.



39.6 The Union shall be provided 144 hours per fiscal year for union business annually for union business not specifically outlined above. Time off for pension related business will not be considered union business under this article. Such hours off need to be requested, in writing, to the Fire Chief in advance, like vacation time, and are subject to 39.5 above.

#### **ARTICLE 40 - JOB-RELATED MEDICAL LEAVE OF ABSENCE**

40.1 The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

40.2 All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety manual using the appropriate City forms.

40.3 Bargaining unit employees who sustains a compensable on-the-job injury and who is determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law.

40.4 The City shall provide bargaining unit employees with paid injury leave—equal to their regular weekly pay during the first seven (7) days from the date of the compensable on-the-job injury. During the first two (2) months from the date of the compensable on-the-job injury, the City will supplement the workers' compensation wage benefit up to 100% of the bargaining unit employees' regular weekly gross wages. The City Manager may, at his discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. After the first two (2) months from the date of the compensable on-the-job injury (or the period as extended by the City Manager), bargaining unit employees may supplement their workers' compensation wage benefits with their accumulated sick leave, compensation time and vacation leave, provided that the combined income

from their accumulated leave and their workers' compensation wage benefits do not exceed 100% of their regular weekly gross wages including all benefits and deductions.

40.5 Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

40.6 Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

40.7 Upon a bargaining unit member's return to duty from a job related injury or illness, all medical related appointments and/or treatments that occur during normal working hours shall be charged to unit member's accrued sick leave balance or other accrued leave if the paid workers' compensation leave has been exhausted. Bargaining unit members shall make every effort to schedule medical related appointments and/or treatments during non-working hours so as to minimize disruption to the operation.

40.8 In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour work week while working a modified Monday through Friday schedule. The temporary light duty assignment shall not exceed 120 consecutive days.

## ARTICLE 41 - PENSION

41.1 Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as provided below. All changes to the existing Plan will take effect on October 1, 2021 (the "effective date").

41.2 Plan benefits for credited service on and after the effective date will be the same as the Plan provisions in effect prior to the effective date, except as follows:

a. For employees hired after November 9, 2015, the normal retirement date will be the earlier of age 55 with 10 years of credited service or 25 years of credited service regardless of age, and separation from employment. For employees the normal retirement date shall be age 52 with 10 or more years of credited service or 25 years of credited service regardless of age.

b. Effective on and after the effective date, compensation for pension purposes shall be base pay including state funded incentives, holiday pay, driver and paramedic (solo or non-solo) pay, but excluding overtime in excess of one hundred (100) hours per fiscal year, payments for non-City events (special details), and payments for unused sick and annual leave; provided, payments of unused sick and annual leave shall be included for employees who were employed and not participating in the DROP on August 8, 2013, in an amount equal to the leave hours accrued on the August 8, 2013 or the amount paid out upon termination of employment, whichever is less.

c. For Members hired after the effective date, Average Final Compensation will be the five (5) highest of the last ten (10) years of credited service. Members hired

prior to the effective date shall continue the average of the highest three (3) consecutive years of the last ten (10) years of credited service.

41.3. The benefit changes in section 41.2 (with exception of 41.2(b)) above will not apply to any employee who has reached age 52 with 10 or more years of credited service or 25 years of credited service regardless of age on the effective date. Such employees will continue to accrue benefits in accordance with the Plan provisions in effect on the day before the effective date, for as long as they are employed by the City and eligible to accrue benefits under the Plan.

41.4 The parties agree that all funds in the excess state monies reserve (\$550,678.25 on 10/1/14) shall be applied to reduce the unfunded actuarial accrued liability of the Plan. In addition, the parties agree that all premium tax revenues received in the future pursuant to Chapter 175, Florida Statutes shall be applied to reduce the Unfunded Actuarial Accrued Liability to the Plan. The parties agree that the City will establish a defined contribution plan (share plan) as a component of the Plan in accordance with 2015 SB 172, but that the defined contribution plan will not be funded at this time. At such time as the City and Union mutually agree to allocate ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

41.5 Effective on and after the effective date, if the City's annual required contribution (ARC) increases five percent (5%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Firefighters' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases greater than twenty percent (20%), this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = \$1,720,919; UAAL = \$8,546,033]. For purpose of this section, any additional unfunded actuarial accrued liability will continue to be amortized as level payments over a period of twenty (20) years.

41.6 Upon ratification of this Agreement effective October 1, 2021, the Plan shall be amended by the City to provide for a service incurred disability retirement benefit equal to sixty (60%) of a member's average monthly salary if the disability occurs as a result of an active shooter event or mass killing.

#### **ARTICLE 42 – EDUCATION/PARAMEDIC SCHOOL**

42.1 Where bargaining unit employees are required by the Fire Chief to do training on off-duty time, they shall be compensated at the appropriate rate of pay for the time spent for the training, including travel time.

42.2 Education policies shall be established in accordance with City Policy.

42.3 New hires at time of hire that have obtained the State of Florida Certification as a Paramedic or current employees who obtain State of Florida Certification as a Paramedic upon ratification of this contract, will receive a one-time payment of \$3,500 after being certified by the Medical Director as a solo-paramedic and completion of probation.

42.4 In the event the employee leaves employment within three (3) years of receiving the bonus, the payment will be repaid by the employee at one hundred percent (100%).

#### **ARTICLE 43 – SENIORITY**

Seniority as used in this Agreement shall be defined as the period of time employed within the classification (IE: Firefighter, Driver/Operator, Lieutenant). Exceptions to this application is for annual vacation request and FLSA request, which uses the date of hire for seniority application and Personnel Reduction (Article 47). Should more than one employee have the same seniority date, the first letter of their last name at the date of hire shall define seniority starting with the letter

“A” to “Z”. Should more than one employee have the same first letter in the last name, the second letter shall define seniority, then the third, and so on and so on.

#### **ARTICLE 44 - PHYSICAL FITNESS PROGRAM**

44.1 Bargaining unit employees may participate in exercise or work out activities while on duty as approved by the Fire Chief or his designee. Any injuries sustained while on duty shall be considered job related injuries.

44.2 Employees are expected to remain at their daily assigned stations when participating in fitness activities. If for some reason there is a need to move to another location, prior authorization by the Fire Chief or his designee must be obtained. Approval shall be based on the needs and activities of the Department.

44.3 The City and Union will form a physical fitness committee, consisting of two (2) members from the Union appointed by the President and two (2) members from the City.

#### **ARTICLE 45 - DRUGS AND ALCOHOL**

45.1 The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

45.2 Employees may request Union representation during any of the testing procedures.

#### **ARTICLE 46 - MEDICAL REQUIREMENTS FOR FIRE FIGHTERS**

46.1 To ensure bargaining unit employees are medically capable of performing their required duties and reduce the risk of injuries and illness, bargaining unit employees shall receive, at the City's expense, annual medical physicals, providing sufficient budget funds are available.

46.2 Bargaining unit employees shall be required to participate in Fit for Duty examinations. Additional tests and examinations including, physiological evaluations, may be included and required as deemed necessary by management or designated Fit-for-Duty physician.

46.3 Bargaining unit employees who do not meet the minimum requirements for medical certification, shall be managed by the City in accordance with applicable department, City, state and federal rules and regulations.

#### **ARTICLE 47 - PERSONNEL REDUCTION**

47.1 Reduction in force by layoff by job classification within the bargaining unit shall be in order of seniority, defined as the period of time employed within a classification, with the bargaining unit employee having the least seniority being laid off first. Should more than one employee have the same hire date, the first letter of their last name at the date of hire shall define seniority starting with the letter "A" to "Z". Should more than one employee have the same first letter in the last name, the second letter shall define seniority, then the third, and so on and so on.

Layoff shall include the right of senior members of the bargaining unit in higher ranked positions to “bump” or roll back members of the bargaining unit in lower classifications and possessing less seniority. Recall shall be in reverse order of layoff and no new employees shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work.

47.2 Notice of recall shall be sent to the Union and the laid-off member of the bargaining unit at his/her last known address by certified mail, return receipt requested. If any member fails to respond to the recall notice within fourteen (14) calendar days from the date of receiving the notice of recall, he/she shall be considered terminated. Recall rights for any member of the bargaining unit shall expire eighteen (18) months from the date of layoff.

#### **ARTICLE 48 - JOB DESCRIPTIONS**

The members of the bargaining unit will perform duties as described in the Job Descriptions. (See Appendix A, B C, and D).

#### **ARTICLE 49 - ENTIRE AGREEMENT**

49.1 This Agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties, in a written and signed amendment to this Agreement.

49.2 This Agreement shall supersede any conflicting or inconsistent rules, regulations or practices.

49.3 Any and all written agreements, letters of understanding, and/or memorandum of understanding entered into by the City and the Union prior to the effective date of this Agreement



shall be null and void unless specifically and expressly incorporated by written reference in this Agreement.

#### **ARTICLE 50 - DURATION**

50.1 This entire Agreement, unless specified within, shall become effective October 1, 2021 and remain in effect up to and including September 30, 2024

50.2 If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, other than as specified in Article 29 – Wages and Article 41 - Pension, official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

50.3 Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

## **APPENDIX A - JOB DESCRIPTION: FIREFIGHTER (EMT)**

### **FIRE DEPARTMENT**

#### **GENERAL STATEMENT**

Under minimal supervision, performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms, and operating associated equipment and apparatus; and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

#### **SPECIFIC DUTIES AND RESPONSIBILITIES**

##### **JOB FUNCTIONS**

Responds to incidents requiring firefighting, patient care, rescue, hazardous material response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols for Basic and enhanced Basic Life Support; administers necessary emergency medical care requiring the use of

suction units, immobilization equipment, and oxygen delivery systems and other approved equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

#### **MINIMUM TRAINING AND EXPERIENCE**

Graduation from high school, or GED.

## **SPECIAL REQUIREMENTS**

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards.  
Must hold current Certification as an Emergency Medical Technician. Possession of a valid Florida driver's license.

## **PREFERRED REQUIREMENTS**

State of Florida Certified Pump Operator

State of Florida Certified Fire Officer I

State of Florida Aerial Operations Course

## **MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED**

### **TO PERFORM ESSENTIAL JOB FUNCTIONS**

**Physical Requirements:** Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication equipment ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

### **PERFORMANCE INDICATORS**

**Knowledge of Job:** Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge

of basic emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments.

**APPENDIX B - JOB DESCRIPTION: FIRE LIEUTENANT (EMT/PARAMEDIC)**

**FIRE DEPARTMENT**

**GENERAL STATEMENT OF JOB**

Under minimal supervision, performs supervisory and skilled firefighting and emergency response work in directing and coordinating activities of a company of firefighters on an assigned shift. Work involves training, instructing and disciplining subordinates; determining proper deployment of equipment in emergency response situations; and ensuring the proper maintenance of apparatus and equipment. Employee is also responsible for commanding emergency response operations until relieved of command by a superior officer. Employee is subject to the usual hazards of emergency response work. Reports to a District Chief.

**SPECIFIC DUTIES AND RESPONSIBILITIES**

**ESSENTIAL JOB FUNCTIONS**

Responds to emergency response alarms, determining equipment and personnel to be deployed and providing input into determining the route to be taken by the fire company; directs work of firefighters pending arrival of a superior officer, supervising laying of hose lines, placement of ladders and apparatus, direction of streams of water, ventilation of buildings, rescue of persons and salvage operations. Performs necessary emergency rescue work and patient care in accordance with established protocols for Basic and enhanced Basic Life Support; administers necessary emergency medical care requiring the use of suction units, immobilization equipment, oxygen delivery systems and other approved equipment. Assigns, directs and supervises company of firefighters in daily station routine, ensuring adherence to applicable City and department policies and procedures and contract; assists and advises subordinates, as necessary, resolving problems as

non-routine situations arise; ensures that the routine schedule for the day is followed by all assigned personnel; defines priorities and makes work assignments.

Supervises and assist with cleaning, inspection and return of equipment to station after emergency response operations; supervises cleaning and maintenance of department buildings, vehicles and equipment, and assists in requisition and distribution of personal equipment, tools, clothing, etc.

Participates and conducts training of subordinate firefighters in various facets of emergency response, including firefighting, emergency rescue, patient care, confined space and hazardous material response methods and techniques; prepares pre-fire plans for buildings and facilities.

Prepares and administers tests for subordinates. Performs inspections as required.

Evaluates firefighters' performances during emergency and non-emergency response operations; evaluates performance of equipment and apparatus before, during and after emergency response operations; prepares and maintains associated reports for superiors.

Supervises and participates in testing of apparatus and equipment to ensure proper operational capacity.

Prepares and maintains various activity logs and reports; performs duties of District Chief in his/her absence.

### **ADDITIONAL JOB FUNCTIONS**

Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community.

In the absence of a superior officer, conducts preliminary investigations into personnel accidents and equipment failures during emergency response operations; prepares reports and recommendations drawn from conclusions of such investigations, disciplines subordinates where necessary, including written and verbal reprimands. Recommends more severe disciplinary action

to superiors. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, when the need arises.

### **MINIMUM TRAINING AND EXPERIENCE**

Graduation from high school or GED, Possession of a Certificate of Compliance as a firefighter from the Florida Bureau of Fire Standards and possess a current State of Florida EMT certification. And State of Florida Paramedic Certification with solo status if promoted after ratification of contract. Four (4) years of experience in firefighting and emergency response, with the City of Cocoa Fire Dept. Possession of a valid Florida's Driver's License. State of Florida Fire Officer I certification. Completion of Cocoa Fire Department Lieutenant class.

### **SPECIAL REQUIREMENTS**

Must be on the current Driver/Operator List, once established.

### **PREFERRED TRAINING/EDUCATION REQUIREMENTS**

Completion of State of Florida Fire Officer II certification and/or Associate's Degree in Fire Science or EMAS as recognized by the State of Florida for educational incentive pay (this will become a requirement in the future).

### **MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED**

#### **TO PERFORM ESSENTIAL JOB FUNCTIONS**

Physical Requirements: Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including computers, typewriters, calculators, copiers, mechanic's tools and such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, hand tools, electric tools,



hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Must be physically able to operate a motor vehicle. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons within the department.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet division goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Policy Implementation: Has a clear and comprehensive understanding of all applicable laws and ordinances, as well as all applicable City and departmental policies, procedures, standard operating procedures, rules, regulations, and safety and health policies and procedures. Adheres to all applicable laws and ordinances, as well as all applicable City and departmental policies, procedures, standard operating procedures, rules, regulations, and safety and health policies and procedures, in the discharge of duties and responsibilities and ensures the same from subordinate staff.

## **PERFORMANCE INDICATORS**

**Knowledge of Job:** Has considerable knowledge of the principles, methods and equipment used in firefighting, fire prevention, patient care, rescue operation, confined space and hazardous material response. Has considerable knowledge of applicable laws and ordinances and of applicable City and departmental policies, procedures, standard operating procedures, rules,

regulations, and safety and health policies and procedures. Has considerable knowledge of the operating characteristics and service requirements of firefighting equipment and apparatus. Has considerable knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has considerable knowledge of street layout, block numbers, buildings and the locations of fire hydrants in the City. Has general knowledge of basic emergency medical procedures and techniques. Has satisfactory knowledge of modern techniques and methods of fire and emergency response administration with special attention to firefighting principles, practices, and procedures. Has sufficient knowledge of the principles and practices of municipal fire department organization and administration. Has sufficient knowledge of the current literature, trends and developments in the field of firefighting, patient care, emergency rescue, confined space and hazardous material response. Is able to plan, direct and coordinate the effective use of fire fighting and patient care equipment, apparatus and personnel. Is able to maintain discipline and respect of subordinates and to lead and command effectively. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to prepare and maintain routine work records and reports. Is able to train and instruct in modern firefighting and patient care principles, practices, and procedures. Is able to effectively express ideas orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required.

## **APPENDIX C - JOB DESCRIPTION: FIREFIGHTER (PARAMEDIC)**

### **FIRE DEPARTMENT**

#### **GENERAL STATEMENT**

Under minimal supervision, performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms, and operating associated equipment and apparatus; and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

#### **SPECIFIC DUTIES AND RESPONSIBILITIES**

##### **JOB FUNCTIONS**

Responds to incidents requiring firefighting, patient care, rescue, hazardous material response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols for Basic and Advanced Life Support; administers necessary emergency medical care requiring the use of suction units, immobilization equipment, and oxygen delivery systems and other approved Advanced Life Support Equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing

smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

### **MINIMUM TRAINING AND EXPERIENCE**

Graduation from high school, or GED.

### **SPECIAL REQUIREMENTS**

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards. Must hold current Certification as an State of Florida Paramedic (EMT-P), Current BLS, ACLS, PALS or Equivalent, BTLS or Equivalent. Possession of a valid Florida driver's license.

### **PREFERRED REQUIREMENTS**

State of Florida Certified Pump Operator  
State of Florida Certified Fire Officer I  
State of Florida Aerial Operations Course

### **MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED**

### **TO PERFORM ESSENTIAL JOB FUNCTIONS**

**Physical Requirements:** Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication tools ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

### **PERFORMANCE INDICATORS**

**Knowledge of Job:** Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge of Advanced Life Support (ALS) emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required.

**APPENDIX D - JOB DESCRIPTION: DRIVER/OPERATOR (EMT or PARAMEDIC)**

**FIRE DEPARTMENT**

**GENERAL STATEMENT**

This is specialized work driving and operating heavy duty and/or specialized motorized vehicles for firefighting, rescue, or other fire department operations. Under minimal supervision, drives and operates associated equipment and apparatus; performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

**SPECIFIC DUTIES AND RESPONSIBILITIES**

**JOB FUNCTIONS**

Safely drives fire apparatus, vehicles, and crew to and from dispatched emergencies, operates pumps, elevating ladders, booms, and other equipment assigned or relative to apparatus. Safely drives and operates fire apparatus and vehicles in non-emergency situations. Makes pumper hook ups as necessary: maintains proper pressures on hose lines: checks motors and operating unit during operations, and makes necessary adjustments or changes. Cleans apparatus, tools, and equipment after use and assures everything is in proper working condition and returned to proper place. Responds to incidents requiring firefighting, patient care, rescue, hazardous material

response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols and level of training (EMT or Paramedic); administers necessary emergency medical care requiring the use of suction units, immobilization equipment, and oxygen delivery systems and other approved equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition (including warning lights, siren and related equipment) and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor

maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

### **MINIMUM TRAINING AND EXPERIENCE**

Graduation from high school, or GED.

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards.

Must hold current Certification as an Emergency Medical Technician and/or Paramedic

Two years of unbroken service as a firefighter in the Cocoa Fire Department

State of Florida Pump Operator Certification

Have successfully completed the Cocoa Fire Department Driver/Operator course

### **SPECIAL REQUIREMENTS**

Possession of a valid Florida driver's license.

Current Emergency Vehicle Operator Certification (EVOC)

### **PREFERRED REQUIREMENTS**

State of Florida Certified Fire Officer 1

State of Florida Aerial Operations Course

### **MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED**



## **TO PERFORM ESSENTIAL JOB FUNCTIONS**

**Physical Requirements:** Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication equipment ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

## **PERFORMANCE INDICATORS**

**Knowledge of Job:** Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Sufficient knowledge in Fire Service Hydraulics and Aerial Operations. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Stays informed about sprinkler and standpipe connections in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard

to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments.

**APPENDIX E - GRIEVANCE FORM**  
**CITY OF COCOA/IAFF**

<b>Name: (Print)</b>	
<b>Job Title:</b>	<b>Emp. ID #:</b>
<b>Date of Alleged Violation:</b>	
<b>Policy/Section and/or Contract/Article Violated:</b>	
<b>Provide a Brief Description of the Grievance:</b>	
<b>Your Suggested Remedy:</b>	
<b>Grievant's Signature:</b>	<b>Date:</b>
<b>Union Rep's Signature:</b>	<b>Date:</b>

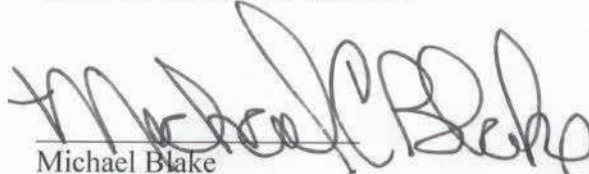
Note: Prior to filing a written grievance, the Union and the aggrieved employees shall discuss verbally with management, the incident or the occurrence that gave rise to the grievance.

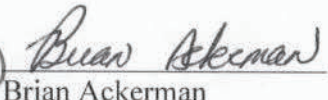
<b>STEP 1 – Fire Chief: (Stamp received and give copy to the grievant or Union Rep.)</b>	
<b>Signature of Receiving Party:</b>	<b>Date:</b>
<b>STEP 2 – City Manager (Stamp received and give copy to the grievant or Union Rep.):</b>	
<b>Signature of Receiving Party:</b>	<b>Date:</b>
<b>Referred to Arbitration (Stamp received and give copy to the grievant or Union Rep.):</b>	
<b>Signature of Receiving Party:</b>	<b>Date:</b>

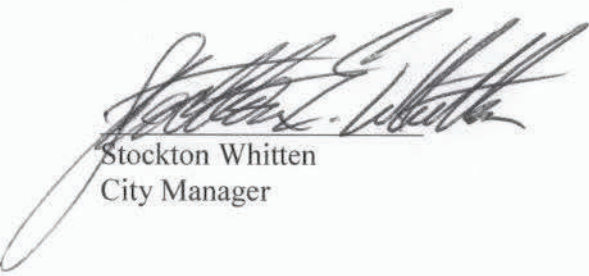
SIGNATURE PAGE

CITY OF COCOA, FLORIDA

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 2416

  
\_\_\_\_\_  
Michael Blake  
Mayor

  
\_\_\_\_\_  
Brian Ackerman  
President

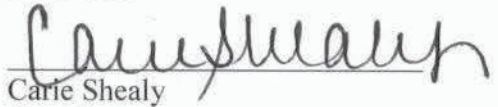
  
\_\_\_\_\_  
Stockton Whitten  
City Manager

  
\_\_\_\_\_  
Alex Candelario  
Vice-President

9-14-2021  
\_\_\_\_\_  
Date

9/29/21  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Carrie Shealy  
City Clerk

Date: 9-14-2021  
\_\_\_\_\_

