

# LAUDERHILL FIRE-RESCUE

*IAFF LOCAL 3080*

*CBA*

*2003-2006*



Resolution

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAUDERHILL, FLORIDA

AND

METRO BROWARD PROFESSIONAL FIRE FIGHTERS

LOCAL 3080

OCTOBER 1, 2003 through SEPTEMBER 30, 2006

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**ARTICLE 1**

**NON-DISCRIMINATION**

There shall be no discrimination against any worker namely by reason of race, national origin, religion, color, sex, residence, disability, or Union membership or non-membership. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training; remembering that the public interest is the full utilization of employees' skill and ability without regard to consideration of race, color, creed, national origin, sex, religion, age or disability.



**ARTICLE 3**  
**DUES CHECK-OFF**

The Employer agrees to deduct once each pay period the Union Dues of said employees who individually and voluntarily certify in writing on the prescribed Dues Permit form (Appendix D), that they authorize such deductions. No authorization shall be allowed for payment of initiation fee, assessment of fines. The amount of dues to be deducted shall be certified to the City in writing by the Union President or Treasurer. It shall be the Union's responsibility to notify its members of any dues changes. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the Employer to make the necessary technical and administrative payroll changes and program adjustments.

It is understood and agreed that the Employer will furnish this service to the Union without charge. The City shall remit once each month monies collected to the Treasurer of the Union, by the 15th of the month. The employer's remittance will be deemed correct if the Union does not give written notice to the Employer within thirty days of remittance receipt of its belief with reasons stated therefore, that the remittance is incorrect.

If there is an amount deducted in excess of what is authorized by this agreement, the employee affected shall seek recourse with the Union and not the Employer. No deduction shall be made from the pay of the employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of Union dues. Any employee may withdraw his/her membership in notice to the City and Union upon written request and thirty (30) days notice to the City and Union.

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**ARTICLE 4**

**PROHIBITION OF STRIKES**

Union Activity: The Union agrees that it will not under any circumstances or for any reason, including alleged or actual breach of this agreement by or sympathy for or support of other employees or Union, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott, non-informational picketing, or other interruption of work. However, the employees shall have the right to engage in concerted activities not prohibited by law for the purpose of collective bargaining or other mutual aid or protection.

Employee Activity: Each and every employee in the Bargaining Unit covered by this agreement agrees that he/she will not under any circumstance or for any reason including alleged or actual breach of this agreement by the City or in sympathy for or support of other employees or Union engage in a strike, slowdown, boycott, non-informational picketing, or other interruption of work. It is agreed that any violation of this section shall be grounds for immediate discharge and such discharge shall not be reviewable under the grievance procedure except to determine if violation, in fact occurred.

Right of Discipline: The City has the right to discipline or discharge an employee who instigates, participates in or gives leadership to a ny strike, work stoppage, boycott, non-informational picketing, or slowdown or any curtailment of work or restriction of service or interference with the City.

Union Response: The union agrees that in any event of any strike, work stoppage, non-informational picketing, or interference with the operation of the City, a responsible Official of the Union shall promptly and publicly disavow such strike and work stoppage and order the employees engaged in such a ctivity to return to work.

## ARTICLE 5

### MANAGEMENT RIGHTS

It is the right of the City to determine unilaterally the purpose of its fire department, 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 proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. 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 this agreement or any civil service regulation.

All inherent or common law management rights and functions which the City has not expressly modified or restricted by a special provision of this agreement are retained and vested exclusively in the City.

1  
2 **ARTICLE 6**

3 **UNION STEWARDS AND REPRESENTATIVES**

4 The Union agrees that there shall be no solicitation for membership in the Union,  
5 signing up for members, collecting of any fees, dues or assessments or meetings  
6 on City time, except that each new bargaining unit member will be given an  
7 opportunity to meet with a Union Representative during the City's orientation  
8 period for that employee.

9 A complete list of Union Representatives shall be furnished to the Employer and  
10 any changes of these shall be promptly reported in writing to the City before the  
11 representative can accomplish any duties.  
12

13 It is understood and agreed that an employee functioning as a Union  
14 Representative has productive work to perform and will not leave his/her job  
15 during work hours, except after properly requesting and receiving proper  
16 authorization from the department head or his/her designee and only after stating  
17 what Union duties are to be performed. If, in the opinion of the City, the above  
18 mentioned person is taking unreasonable time to conduct such business, the City  
19 shall have the right to require the Union Representative to return immediately to  
20 productive City work. It is understood that officers of the Union will be permitted  
21 no more than one hour per month to call other stations for Union business.  
22

23 The adjustment of or investigation of grievances will not be conducted on City time  
24 by Union Representatives without prior approval of the Chief.  
25

26 Rules and Regulations: Union Representatives are subject to all City Public  
27 Employer Rules and Regulations pertaining to the conduct of the City Employees  
28 of the Employer. If the Union feels that a problem exists with any proposed Rules  
29 and Regulations, the Manager agrees to review said Rules and Regulations for  
30 legality and appropriateness.  
31

32 Two members of the Bargaining Unit will be allowed time off with pay to attend  
33 any meetings mutually set by the Employer and the Union, subject to emergency  
34 call.  
35

36 The Union President shall be mailed a copy of all City Commission meeting  
37 agendas and supplements prior to the meeting which shall be mailed at the same  
38 time that these documents are sent to the others on the City Clerk's mailing list.  
39

## SENIORITY

**Departmental Seniority:** Departmental seniority is defined as the length of employment within the employees current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.

Classification seniority for Drivers appointed prior to October 1st, 1990 shall be determined using the following criteria:

B. In the event more than one test was given in the same year, with at least six months separation, it shall be considered two separate exams, with the earlier appointees having classification seniority.

Classification seniority for Drivers appointed after 10/01/90 shall be determined by the actual appointment date.

Seniority shall be broken when an employee:

B. Is discharged for cause.

8

1 The Fire Chief shall publish a bid list each June 1st to take effect the following  
2 October 1st, and be in effect for one year. Bidding will be based on classification  
3 seniority and the rank required for the position. The bid list shall apply to the  
4 member's normally assigned shift only, and may be varied from on occasions  
5 requiring training for the members, emergencies, etc.



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## ARTICLE 8

### GRIEVANCE PROCEDURE

In mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violations of the specific terms of this Agreement.

Grievances shall be processed in accordance with the following procedure:

Step 1. The grievant shall present in writing his/her grievance to his/her Shift Commander through the chain of command within five (5) working days of the occurrence of the action or knowledge of the occurrence giving rise to the grievance. The grievant or the supervisor may request that a Union Steward or Local Union Representative be present. Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate, in writing, to the grievant within five (5) working days from the date the grievance was presented to him/her.

Step 2. If the grievance is not settled at the first step, the grievant within three (3) working days of the answer in the first step shall present it to the department head or his/her designee. The department head or his/her designee shall within five (5) working days of receipt of the written grievance conduct a meeting with the grievant and his/her representative, if needed. The grievant may be accompanied at this meeting by a Local Union Representative. The department head or designee shall notify the aggrieved employee of his/her decision not later than five (5) working days following the meeting date.

Step 3. If the grievant does not settle his/her grievance in the second step, the grievant within three (3) working days shall present the written grievance to the Manager or designee. The Manager or designee shall investigate the alleged grievance and shall within five (5) working days following receipt of the written grievance conduct a meeting with aggrieved employee and/or his/her representatives. The Manager or designee shall notify the employee in writing of the decision not later than five (5) working days following the meeting date.

Step 4. If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration or a civil service hearing in writing to the Office of the Manager no later than five (5) working days after the Manager's response is due in Step 3 of the Grievance Procedure. The parties to this Agreement will mutually agree or attempt to agree on an independent arbitrator within five (5) working days from the date that grievance was rejected at the Fourth Step. If this cannot be agreed upon, the parties may request an impartial neutral from the American Arbitration

1 Association. Notwithstanding the above, the party which filed the grievance must  
2 request an arbitrator no later than sixty (60) days after requesting arbitration.  
3 Otherwise, it will be presumed that the grievance is permanently withdrawn.  
4

5 Nothing in this part shall be construed to prevent any public employee from  
6 presenting, at any time, his/her own grievance, in person or by legal counsel, to  
7 his/her Employer and having such grievances adjusted without the intervention of  
8 the Bargaining Agent, if the adjustment is not inconsistent with the terms of the  
9 Collective Bargaining Agreement then in effect, and if the bargaining agent has  
10 been given reasonable opportunity to be present at any meeting called for the  
11 resolution of such grievance.  
12

13 The arbitration shall be conducted under the rules set forth in this Agreement,  
14 subject to subsequent provisions contained herein. The arbitrator shall have the  
15 jurisdiction and authority to decide a grievance as defined in this Article, and to  
16 enforce compliance with the term and conditions of this Agreement.  
17

18 The Arbitrator shall have no authority to change, amend, add to, subtract from, or  
19 other wise alter or supplement this Agreement or any part thereof, or any  
20 amendment thereto. The Arbitrator shall have no authority to consider or rule  
21 upon any matter which is not a grievance as defined in this Agreement. The  
22 Arbitrator may not issue declaratory or advisory opinions and shall confine  
23 himself/herself exclusively to the question which is present to him/her which  
24 question must be actual and existing.  
25

26 Copies of the award of the arbitrator, made in accordance with the jurisdictional  
27 authority under this Agreement, shall be furnished to both parties within twenty  
28 (20) working days of the hearing and shall be final and binding upon both parties.  
29 It is contemplated that the City and the employee shall mutually agree in writing,  
30 as to a statement of the matter to be arbitrated prior to a hearing and if this is  
31 done, the arbitrator shall confine his/her decision to the particular matter thus  
32 specified. In the event of the failure of the parties to so agree on a statement of  
33 issue to be submitted, the arbitrator shall confine his/her consideration to those  
34 written statements presented during the grievance procedure. Each party shall  
35 bear the expense of its own witnesses and its own representatives. The parties  
36 shall bear equally the expense of the arbitrator. Any party requesting a copy of  
37 the transcript of such arbitration hearing shall bear the cost of same.  
38

39 The times indicated on all steps may be extended by mutual agreement.  
40

41 When a grievance is reduced to writing there shall be set forth therein:  
42

- 43 1. A complete statement of the grievance and facts upon which it is  
44 based.  
45

1           2.     The section or section of this Agreement that are alleged to have  
2                 been violated; and

3  
4           3.     The remedy or corrective action requested.  
5

6     A grievance not advanced to the higher step within the time limit provided shall be  
7     deemed permanently withdrawn as having been settled on the basis of the  
8     decision most recently given. Failure on the part of the City to answer within the  
9     time limit set forth in any step will entitle the employee to proceed to the next step.

10  
11     The Union may file a class grievance on behalf of all bargaining unit employees.  
12     The Union shall have the right to assist and represent the employee in the  
13     grievance procedure if so requested by the employee.

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15     Working days for the purpose of this grievance procedure shall be 24-hour shifts  
16     according to the grievant's schedule.

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**ARTICLE 10**  
**BULLETIN BOARDS**

The Union shall be authorized partial use of the suitable bulletin boards, at locations designated by the Employer. The Union may at its own expense, provide a bulletin board at standard size for its own exclusive use in keeping with the decor of the working location.

The Union agrees that it shall only use space on bulletin boards described above for the following purposes:

1. Notice of Union meeting
2. Union elections
3. Reports of Union Committees
4. Recreation and Social Affairs of the Union

All Union materials placed on all bulletin boards shall be signed by the Union Officer or his/her designee and copies of any materials to be posted shall be forwarded to the department head and personnel director.

The posting of any materials, notice of announcement, which violates the provisions of this section shall entitle the Employer to cancel the provisions of this section and the use of the aforesaid bulletin boards.

All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing approved material from bulletin boards in orderly fashion.

1  
2 **ARTICLE 11**

3 **JURY DUTY AND WITNESS PAY**

4 Employees shall be granted time off without loss to straight time pay for reporting  
5 for jury duty upon presentation to their supervisor of satisfactory evidence relating  
6 to jury duty. Fees paid by the court shall be turned over to the City excluding  
7 meals, parking and transportation costs. Upon receipt of a check from the court,  
8 an Employee shall endorse the check to the City and deliver the check to the  
9 City's Finance Department.

10 Employees who have been subpoenaed to testify at a deposition, trial,  
11 administrative hearing or arbitration hearing related to their duties as a City  
12 employee, shall if on duty, be released from duty with pay to testify.  
13

14 Employees who have been subpoenaed to testify at a deposition trial,  
15 administrative hearing or arbitration hearing related to their duties as a City  
16 employee, shall if off duty, be paid straight time at a minimum of 2 hours of his/her  
17 base salary.

**ARTICLE 12**  
**PROMOTION**

The parties agree to follow the current or amended Civil Service Regulations on promotions.

No employee shall be required to take a promotional examination for any position if the employee does not wish to do so.

Notice of an upcoming examination shall be posted at least sixty (60) days prior to the date of the examination, unless an emergency is determined by the Manager. Results of the Civil Service Driver's Test shall be posted at least 60 days prior to the date the lieutenant's test is given. Examination shall not be given on the weekends or holidays. Eligibility requirements shall be determined as of the examination date and shall be posted along with the notice of the examination. The notice shall state the materials which were used to compose the examination and those materials and books shall be placed by the City in the City Hall and Lauderhill Mall branches of the Broward County Public Library under the reference section. The City shall make available, upon request, the name of the supplier of the test reference materials. In order to be eligible to take the lieutenant test, a candidate must have five years of service and have passed the driver's test.

Examination results shall be made available as soon as possible after the examination.

Prior to a lieutenant's test being given, a driver's test will be given, provided that three or more employees are eligible to take the driver's test who were not eligible when the previous driver's test was given.

1  
2 **ARTICLE 13**

**LAYOFF**

3 In the event of a layoff for any reason, employees shall be laid off according to  
4 departmental seniority.

5  
6 In the event the City determines that the number of employees must be reduced  
7 for any reason, such reduction in employees shall be based on objective,  
8 reasonable and non discriminatory standards which shall not be arbitrary or  
9 capricious; shall not deprive employees of other rights conferred by this  
10 Agreement or the Laws of Florida or the United States; and will be capable of  
11 uniform application. Layoffs shall follow all steps as defined in the current or  
12 amended Civil Service Rules and Regulations. Past performance shall only be  
13 considered in layoff decisions in the event of a tie in seniority.  
14

15 Severance pay for layoffs shall be one (1) week's pay after one (1) year of service  
16 and two (2) weeks' pay for two (2) or more years of service.  
17

18 Employees shall receive 30 days notice prior to a layoff.



## ARTICLE 14

### SHIFT EXCHANGE

An employee may exchange shift(s) with other employees upon two (2) shifts advanced notice and upon approval of department head or designee. The department head or designee may waive this time period if he/she feels circumstances warrant. Exchanges will be deemed approved unless the employee receives notice that the exchange has been denied within 48 hours of the shift exchange date. If an employee is on approved leave the shift prior to the shift exchange, and has not received shift exchange approval, he/she shall call to confirm shift exchange before 48 hours. If an exchange is denied, the affected employee may request the reason for denial and shall receive said reason from the Chief or designee within five (5) days of the request. Exchanges may be denied for just cause, for disciplinary purposes or if the department head or designee deems departmental operations may be hampered.

Shift exchange shall not result in acting out of classification pay. Overtime shall not be paid for shift exchange.

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**ARTICLE 15**

**TIME POOL**

Each employee may contribute up to one shift of vacation, or holiday time at the employee's option, to the Union time pool. The employee also has the option to convert 4 shifts of sick time to 1 shift of Union time pool. Union members may use the time for Union business. The Union President will notify the Department Head at least 24 hours in writing in advance of the date time will be taken. In emergencies, notification time may be waived with the approval of the Battalion Chief. The method used to recall will be identical to overtime recall. The Time Pool will generally be charged on an hour for hour basis for time used; however, in the event that the use of the time pool creates the need to bring in a substitute at overtime rates, the Time Pool shall be charged 1-1/2 hours for each hour used.

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## **ARTICLE 17**

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### **CALL BACK PAY**

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All employees covered by the terms of this Agreement who are called back to work from off duty (excluding the extension of a shift) shall receive a minimum of three (3) hours pay, at the straight time rate.

1 **ARTICLE 18**

2 **SICK LEAVE**

3 Sick leave with pay shall be granted to regular employees at the rate of .0769  
4 hours for each hour of the 48-hour work week.

5  
6 Employees must notify the Fire Chief or designee no later than one (1) hour  
7 before the beginning of their scheduled work of the reason for their absence.  
8

9 Sick leave shall be charged only when an employee is absent due to injury or  
10 illness on the employee's regular workday. Accrued sick leave cannot be reduced  
11 for absences on pre-arranged overtime workdays, unscheduled call-in overtime  
12 workdays, or any other absences.  
13

14 If, and whenever, use of such leave appears to be abused, or where an employee  
15 consistently uses sick leave as it is earned, the employee may be required to  
16 furnish competent proof of the necessity for such absence. The Employer  
17 reserves the right to investigate all absences of employee and require employee  
18 to furnish a medical certificate. The Employer also reserves the right to require a  
19 sick employee to remain at home while off sick except when seeing a physician or  
20 performing any other necessary task approved first by the Department Head or  
21 designee.  
22

23 Abuse of sick leave, or false claim of illness, injury or exposure to contagious  
24 diseases, or falsification of proof to justify sick leave shall constitute grounds for  
25 disciplinary action and denial of sick leave pay.  
26

27 There will be sick leave liquidation compensation based on the following  
28 conversion:  
29

30 0 - 20 shifts	- 25%
31 21 - 60 shifts	- 30%
32 61 shifts +	- 50%

33

34 For purposes of compensation under this section, one shift shall be equal to  
35 twenty-four (24) hours. Employees must keep a minimum of 40 shifts of sick time  
36 while employed and can sell back all shifts of sick time upon separation from the  
37 City.  
38

39 An employee not utilizing sick leave during any 6 month period shall be awarded a  
40 12 hour floating holiday which may be used during the forthcoming year or added  
41 to the employee's vacation.  
42

43 Notwithstanding the foregoing, sick pay will be granted to Battalion Chiefs at the  
44 rate of 12 shifts per year, accrued biweekly. Battalion Chiefs having more than 15

- 1 shifts of accrued sick leave may liquidate shifts in excess of 15 based upon the
- 2 following schedule:
- 3
- 4 15.5 – 30.0 shifts at 50%
- 5 30.5 shifts and above at 75%
- 6
- 7 While employed by the City, Battalion Chiefs may not sell back more than 7.5
- 8 shifts per anniversary year.

1 **ARTICLE 19**

2 **HOLIDAYS**

3 All employees including probationary employees shall enjoy eleven (11) holidays  
4 per year (at 12 hours per holiday) as designated by the City. Each employee will  
5 receive twelve (12) hours pay at straight time for nine (9) earned holidays which  
6 shall be paid at the time the holiday occurs. The remaining two holidays (total of  
7 24 hours) shall be taken as paid time off in conjunction with vacation leave. An  
8 employee may elect, at his/her discretion and upon approval of the Chief to take  
9 an additional twenty-four (24) hours (two holidays) as compensated time in lieu of  
10 payment for two of the nine paid holidays. All compensated time in lieu of  
11 payment for holidays shall be taken in conjunction with vacation leave earned  
12 during the same period.

13  
14 The employee must work the scheduled shift before and after the holiday or be on  
15 approved paid leave, such vacation leave, compensatory time, floating holiday, or  
16 Kelly Day, to earn holiday pay. Holiday pay shall be paid to employees that are on  
17 sick leave before, on, or after a holiday if no overtime was needed as a result of  
18 sick leave, or if the employee actually works the Holiday.

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**ARTICLE 20**  
**VACATION**

Vacation shall accrue at the following rate:

Upon the first anniversary of employment	- 5 shifts
Upon the fifth anniversary & thereafter	- 6 shifts
Upon the tenth anniversary & thereafter	- 7 shifts
Upon the 15th anniversary and thereafter	- 8 shifts
Upon the 20th anniversary and thereafter	- 9 shifts

Departmental seniority shall be used to select vacations in rotation. During each round each employee shall select from a available vacation dates with a 24-hour minimum per round. If more than one day is picked during a round, those days must be consecutive. The Department Head may deny a vacation request if it results in scheduled overtime or it interferes with the departments operations.

Vacation shall be chosen covering the period from October 1 to September 30. An employee may pick any vacation dates available if such vacation time has accrued as of the date of picking or will accrue within 18 months of the date of picking. If an employee leaves the City and owes the City time because he or she has taken vacation time not accrued, the City will take the equivalent from his or her final paycheck, or check for accumulated sick time.

Battalion Chiefs shall accrue vacation as follows:

Upon the first anniversary & thereafter	7.5 shifts
Upon the fifth anniversary & thereafter	8 shifts
Upon the tenth anniversary & thereafter	11 shifts

and use 5 shifts per year. A maximum of 22.5 shifts may be banked. 3 shifts of vacation per calendar year may be liquidated at 75% of hourly rate.



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2 J. Appendix A to this contract contains a list of courses agreed to by  
3 the parties as qualifying for reimbursement pursuant to Paragraph A of this Article  
4 and a list of degree programs which qualify for reimbursement pursuant to  
5 Paragraph B of this Article. The City and the Union agree that college curriculums  
6 change from time to time and the City agrees to review such college curriculum  
7 changes to determine eligibility for reimbursement under this Article. It is  
8 understood that Appendix A is only to be used as a guideline and shall not restrict  
9 employees rights to request reimbursement for courses pursuant to paragraphs A  
10 and B which are not listed on Appendix A.  
11

12 K. Funds for education to be reimbursed pursuant to this Article 21  
13 shall be budgeted separately from funds to be used for employee seminars.  
14 Individual requests by employees for attending such seminars will be reviewed by  
15 the department in accordance with past practice.  
16

17 L. The parties hereby agree that the past practice of allowing  
18 employees to attend approved college courses or classes during on-duty hours is  
19 discontinued. Employees wishing to attend approved college courses or classes  
20 during on-duty hours may do so with the approval of the Fire Chief or his  
21 designee. Such approval may be granted if the granting of such approval will not  
22 reduce staffing below minimum levels established by the department on the  
23 Staffing Logic Chart ("Minimum Staffing"). If initial approval is denied because  
24 staffing would fall below Minimum Staffing, an employee may, at the discretion of  
25 the Chief or his designee, still be permitted to attend class (1) with an approved  
26 shift exchange and (2) if their stand-in is physically present at the assignment  
27 location. In such cases, advance notice pursuant to Article 14 may be waived by  
28 the Department.

**ARTICLE 22**

**FUNERAL LEAVE**

The City agrees that when a death occurs in the immediate family of an employee or his/her spouse, that employee will be granted up to 4 shifts off to attend a funeral without loss of pay or benefits.

The immediate family as cited above shall be defined as father, mother, spouse, children, brother, sister, and grandparents.

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**ARTICLE 23**

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**TRAINING LIBRARY**

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The City agrees to maintain a Fire Science reference library at the main fire

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station for all employees.

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**ARTICLE 25**

**SAFETY AND HEALTH**

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3 The parties agree that they will conform to and comply with all applicable laws as  
4 to safety and health and cooperate in providing a safe work place. The Union and  
5 the City agree to use NFPA 1500 as a guide and agree to discuss future changes  
6 which are made to the NFPA 1500 standards.

**ARTICLE 26**

**LEAVE OF ABSENCE**

Leave of absence with or without pay may be granted for any reasonable purpose to an employee by the department head with approval of the Manager or designee. Such leave may be renewed or extended for any reasonable purpose. An employee who is a member of the National Guard or military reserve force of the United States shall be granted leave of absence with pay in accordance with Florida Statutes 115.07.

An employee who is on a duly authorized paid leave of absence shall continue all benefits as provided in this Agreement.

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**ARTICLE 27**  
**INSURANCE**

The City agrees to pay:

A. The cost of Health and Dental Insurance for each full-time employee, and

B. Forty-eight percent (48%) of the cost of each employee's dependent health coverage, and

C. \$16.79 per month for dependent dental insurance.

The current life insurance and disability benefits shall remain in force during the term of this contract at City expense.

An employee will be entitled to Short Term Disability benefits as may be provided by the City for any covered disabling injury which prohibits the Employee from performing his regular job, or any other job, in the Fire Department, which the city may request the Employee to perform during the period of short term injury or illness, provided that the Employee shall not be entitled to such benefits until the Employee has exhausted accrued sick leave, or 15 calendar days following the date of injury or illness, whichever period is longer.



**ARTICLE 28**

**HOURS**

Employees shall have a 48 hour work week. The schedule shall involve working 24/48 (24 on duty, followed by 48 off duty), with the Kelly Day (day off with pay) every 3 weeks averaging out over a year's period to a 48 hour work week. Kelly days shall be chosen according to departmental seniority and scheduling requirements one time during the first quarter of each calendar year.

An employee may be assigned to work other than the 24/48 hour shift for a temporary period when mutually agreed upon by the Department Head and employee, for the purpose of training and education.

**ARTICLE 29**

**ENVIRONMENTAL CONDITIONS**

The City will provide living facilities that are adequate, clean, and in good condition.

Any problems or concerns with environmental conditions shall be reported through the department's chain of command structure.

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1 **ARTICLE 31**

2 **WAGES**

3 Effective October 1, 2003, employees shall be paid in accordance with the  
4 salaries on Appendix B (three percent (3%) increase).  
5

6 Effective October 1, 2004 and October 1, 2005, salaries on Appendix B shall be  
7 adjusted by an amount equal to four percent (4%).  
8

9 Appendix C lists employees' classifications and describes education, service  
10 requirements and job requirements for various classifications.  
11

12 Employees will progress through the pay plan during this contract period based  
13 upon education, time on the job and years of service.  
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**ARTICLE 33**

**OVERTIME**

All time worked over the schedule hours of duty in a pay period shall be considered as overtime. Overtime will be paid to eligible bargaining unit members at the rate of time and one half of their hourly base rate. The current rotation list/seniority method of selecting people for overtime work will be continued. The Chief or designee may, however, revert to those on the list who live within 30 minutes of the City if deemed necessary.

Before working overtime, employees must have worked prior scheduled shift unless deemed necessary by the Department Head.

Employees completing a working alarm or detail while working overtime shall be afforded a reasonable amount of paid time, not to exceed 30 minutes, to wash up, shower and change out of work clothes, if said working conditions warrant such.

The provisions of this Article shall apply to Battalion Chiefs except that Battalion Chiefs shall be paid for all time worked over their regular hours at straight time rates in recognition of the fact that they are exempt employees, as that term is defined by the Fair Labor Standards Act.

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## ARTICLE 35

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### SEVERABILITY

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Should any final decision of any Court of competent jurisdiction or administrative agency or any legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null and void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.



**ARTICLE 36**

**PROBATIONARY PERIOD**

Probation for the purpose of evaluation and wages shall be 105 shifts actually worked on the employees' normally assigned shift from the day of hire. Probation for sick time will be cumulative from the first day of employment and the employee may use these days after his first six months of employment. Vacation days will be accumulated from the date of employment, however, the probationary employee may not use vacation time until he/she has completed his/her probationary period. A probationary employee may be discharged for any reason during his/her probationary period.

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**ARTICLE 37**  
**PERSONAL LIABILITY PROTECTION**

The City of Lauderdale agrees to purchase and maintain continuous coverage of insurance up to the limits of its personal liability protection for each employee covered by this Agreement for personal liability arising out of any act or omission of act in the course of employment unless the employee acted in bad faith, with malice or with wanton and willful disregard of human rights, safety and property.



1  
2 If the City is notified by the State that pre-funding is required, this article  
3 shall be re-opened for further discussion and negotiations.  
4

5 The parties agree to use good faith efforts to amend the existing City of  
6 Lauderhill Firefighters' Retirement System (the "System") to provide the following:  
7

8 E. Effective October 1, 2000, a Deferred Retirement Option Plan  
9 ("DROP") shall be established and administered by the Board. A firefighter may  
10 enter the DROP as set forth herein.  
11

12 1. Eligibility.  
13

14 A participant of the City of Lauderhill Firefighters' Retirement Trust Fund  
15 may enter into the DROP on the first day of the month following the  
16 participant's completion of twenty (20) years of credited service. The  
17 number of months an employee may participate in the DROP shall be  
18 reduced by one month for each month of eligibility following the completion  
19 of twenty (20) years of credited service during which the employee does not  
20 participate in the DROP.  
21

22 Notwithstanding subsection 8, below, for a period of ninety (90) days  
23 following the adoption of the Ordinance implementing the DROP,  
24 participants who have completed twenty (20) years or more of credited  
25 service shall have the option to elect DROP participation ("Initial Eligible  
26 Employees"). If that election is made within the ninety (90) day period,  
27 these Initial Eligible Employees shall be granted a full five (5) years of  
28 DROP participation.  
29

30 Initial Eligible Employees who do not elect participation within the ninety  
31 (90) day window provided in this Article, may only participate in the DROP  
32 for the number of months remaining between the first day of the month  
33 following the completion of twenty (20) years of credited service and the  
34 maximum DROP participation period.  
35

36 2. Written Election.  
37

38 A participant electing to participate in the DROP must complete and  
39 execute the proper forms, which shall be supplied by the Trust Fund, and  
40 must resign his/her employment with the City.  
41

42 3. Limitation/Disqualification for Other Benefits.  
43

44 A participant may participate in the DROP only once. After commencement  
45 of participation in the DROP, the employee shall no longer earn or accrue

1 additional vesting credits toward retirement benefits and shall not be  
2 eligible for disability or pre-retirement death benefits in the City of Lauderhill  
3 Firefighters Trust Fund.  
4

5 4. Cessation of Contributions.  
6

7 Upon the effective date of a participant's commencement of participation in  
8 the DROP, the participant's contributions to the City of Lauderhill  
9 Firefighters Retirement Trust Fund shall be discontinued.  
10

11  
12 5. Benefit Calculation.  
13

14 For all City of Lauderhill Firefighters Retirement Trust Fund purposes, the  
15 service and vesting credits of a participant participating in the DROP shall  
16 remain as they existed on the effective date of commencement of  
17 participation in the DROP. The participant shall not earn or be credited with  
18 any additional vesting credits after beginning DROP participation. Service  
19 and earnings thereafter shall not be recognized by the City of Lauderhill  
20 Firefighters Retirement Trust Fund or used for the calculation or  
21 determination of any benefits payable by such Trust Fund.  
22

23 The average final compensation of the participant shall remain as it existed  
24 on the effective date of commencement of participation in the DROP.  
25 When the participant actually terminates employment with the City,  
26 payment for accrued unused leave (vacation, holiday, etc.) shall be made.  
27 Participants must elect their permanent optional form of benefit at the time  
28 of the applying for the DROP.  
29

30 6. Payments to DROP Account.  
31

32 The monthly retirement benefits, including any future cost of living  
33 increases, that would have been payable had the member elected to cease  
34 employment and receive a normal retirement benefit shall be deposited in  
35 the participant's DROP account.  
36

37 7. DROP Account Earnings.  
38

39 After each fiscal year quarter, the participant's deferred retirement option  
40 account shall be credited at a rate of interest equal to the actual rate of  
41 return achieved by the Trust Fund net of investment and other direct  
42 administrative expenses. However, participants will have the option to  
43 deposit DROP account earnings in a fixed investment account to be  
44 determined by the pension board.  
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8. Maximum Participation.

A participant may participate in the DROP for a maximum of sixty (60) months. At the conclusion of the sixty (60) months, the employee shall terminate his/her employment with the City. The employee may terminate DROP participation by advancing their resignation from city employment to a date prior to that submitted by the participant as part of the DROP application.

9. Expenses.

There shall be an administrative fee directly charged for the administration and operation of each member's DROP account equal to the expense of administering that employee's account.

10. Payout.

- a) Upon the termination of a DROP participant's City employment (for any reason, whether by resignation, discharge or death), the retirement benefits payable to the participant or to the participant's beneficiary (if the participant selected an optional form of retirement benefit which provides for payments to the beneficiary) shall be paid to the member, the member's beneficiary or the member's estate and shall no longer be deposited into the participant's DROP account.
- b) Within thirty (30) days after the end of any calendar quarter following the termination of a participant's employment, the balance in the participant's DROP account shall be payable at the participant's option:
  - (i) In full in a single lump sum payment, all accrued DROP benefits, plus interest, less withholding taxes remitted to the Internal Revenue Service (IRS), paid to the DROP participant or surviving beneficiary, or;
  - (ii) As a direct rollover into any qualified plan that accepts rollovers, as defined in Section 402(c)(8)(B), Internal Revenue Code (IRC). If benefit is to be paid to a designated beneficiary, the transfer shall be to an individual retirement account or annuity as described in Section 402 (c)(9), IRC.

1 Regardless of the option selected by the participant, the Board of Trustees  
2 has the right to accelerate payments in order to comply with Section  
3 401(A)(9) of the Internal Revenue Code and the right to withhold payments  
4 to comply with Section 415 of the Internal Revenue Code.  
5

6 11. Death.  
7

8 If a DROP participant dies before the account balance is paid out in full, the  
9 participant's designated beneficiary shall have the same rights as the  
10 participant to elect and receive the pay-out options set forth in paragraph  
11 10 above. DROP payments to a beneficiary shall be in addition to any  
12 retirement benefits payable to the designated beneficiary. Participants who  
13 are or have been DROP participants are not eligible for pre-retirement  
14 death or disability benefits.  
15

16 F. Effective October 1, 2000, all firefighter retirees and firefighter  
17 designated beneficiaries receiving benefits on October 1, 2003 or thereafter may  
18 be eligible for an annual health insurance subsidy. Such health insurance subsidy  
19 shall be computed as follows:  
20

21 Seventy-five percent (75%) of the City of Lauderhill Firefighters Retirement Trust  
22 Fund's prior year's actuarial gain remaining after the application of annual cost of  
23 living adjustments plus seventy-five percent (75%) of any increase in the  
24 percentage of covered payroll received by the City pursuant to Section 175.121,  
25 Florida Statutes, over the amount received by the City in 1997 shall be defined as  
26 the "available actuarial gain."  
27

28 The available actuarial gain for a fiscal year shall be calculated by the following  
29 June 1 and shall be paid in the following October to the City of Lauderhill or to the  
30 individual firefighter retiree or firefighter survivor to be utilized per capita to  
31 subsidize up to one year's payments for retiree health insurance due from each  
32 firefighter retiree and firefighter survivor who receives benefits from the Trust  
33 Fund, which payments shall be equal to the premium cost for such insurance as  
34 provided by the City of Lauderhill.  
35

36 Should the available actuarial gain not be fully expended by this health insurance  
37 subsidy, then the balance, together with any unexpended available actuarial gain  
38 from prior years, shall be accrued by the Trust Fund in a "Future Benefit Reserve  
39 Account." Such account shall be used only to pay the full cost of additional future  
40 benefits to the Trust Fund's retirees and designated beneficiaries. Determination  
41 and payment of such future benefits are hereby delegated by the City to the Board  
42 of Trustees in its sole discretion.  
43

44 Premium costs shall be determined in accordance with Section 112.0801, Florida  
45 Statutes.



1  
2 Participants in the DROP shall not receive credit for such health insurance  
3 subsidy.  
4

5 The City agrees to take appropriate steps to implement the following changes to  
6 the pension plan as soon as practicable:  
7

8 1. For all years of employment beginning on October 1, 2003,  
9 members shall receive a four percent (4%) retirement benefit. The existing three  
10 percent (3%) retirement benefit shall continue to apply to all years of service prior  
11 to October 1, 2003.  
12

13 2. The retirement benefit shall be based on the average of annual  
14 earnings for the highest consecutive three (3) years of the ten (10) full years  
15 immediately preceding the actual retirement or termination date.  
16

17 3. The DROP period shall be increased to five (5) years. Current  
18 DROP participants may extend their participation in the DROP by up to an  
19 additional twenty-four (24) months for a total of five (5) years.  
20

21 4. A current member may choose to enter the DROP either upon  
22 reaching twenty (20) or more years of service or upon earning an eighty percent  
23 (80%) pension benefit. DROP participation is for a maximum of five (5) years. If  
24 the member waits until attaining the eighty percent (80%) accrued benefit to enter  
25 the DROP, any delay in entering the DROP after reaching eighty percent (80%)  
26 will result in a commensurate reduction in maximum DROP participation. DROP  
27 entry shall be accomplished by submitting an application to the Pension Board no  
28 later than ninety (90) days after the member becomes eligible to enter the DROP.  
29 Current members at the time of signing this bargaining agreement who have  
30 achieved twenty (20) years of service or eighty percent (80%) or more of the  
31 pension / retirement benefit, may enter into a five (5) year DROP during the ninety  
32 (90) day window following the amendment of the pension ordinance.  
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## ARTICLE 40

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### LIGHT DUTY

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An employee injured on or off duty who has applied for disability payments or

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Worker's Compensation Insurance, may be required to work light duty if medically

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permitted.

**ARTICLE 41**

**SELF-CONTAINED BREATHING APPARATUS**

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3 The Employer agrees to maintain all Self-Contained Breathing Apparatus  
4 (S.C.B.A.) according to manufacturer's recommended specifications and  
5 certification.

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7 All firefighters shall receive individual masks for S.C.B.A. units.

**ARTICLE 42**  
**BILL OF RIGHTS**

Both parties agree to follow Sections 112.80 – 112.84, Florida Statutes, entitled  
"Firefighters' Bill of Rights".

**ARTICLE 43**

**SMOKING POLICY**

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3 It is a condition of employment for employees hired after 10/1/88, that a candidate  
4 hired not use tobacco products on or off duty during his or her employment with  
5 the City Fire Department.

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**ARTICLE 44**  
**WELLNESS PROGRAM**

It is mutually agreed that the following Wellness Program is designed to improve the overall health of the Firefighters and will not be used for comparison or evaluation.

The Wellness Program shall consist of educational seminars, physical exercise, physical ability tests, medical examinations and a joint effort between the City and the Union to improve the mental and physical health of the Firefighters. Participation in the Wellness Program shall be mandatory.

The goals of the Wellness Program are for improvement and all efforts shall be in this direction. Personnel are asked not to push themselves beyond their physical limits. All activities shall be on an individual level. The program shall outline areas to exercise, not the amount of exercise.

The educational classes and seminars will be organized by a sub-committee of the City's Safety Committee (Occupational Safety and Health Committee), and shall have as its members, representatives of the City and Union. The classes and seminars will be taught by qualified instructors and be designed to educate the employees in all areas of health, fitness, stress management, diet, non-smoking and other related areas and will be offered on-duty to each shift. Seminar time is considered training time. No overtime or extra pay will be permitted for attendance at these classes and seminars unless attendance is ordered by the Chief or his designee.

Physical exercise shall be conducted at the fire station for on duty personnel during daylight hours, unless conditions warrant another time period. No employee will be required to exercise for more than 45 minutes per day although employees will be permitted and encouraged to exercise for longer periods. On-duty exercise at other City facilities may be appropriate if approved first by the Manager. Exercises shall consist of those to increase strength, endurance and flexibility. The use of weight machines and exercise machines is required and such machines will be supplied by the City. All costs for equipment shall be borne by the City. Exercises shall be done in the manner and using the techniques as mutually agreed upon by the Union and the City.

**Required Exercise**

The following exercises are recommended:

1. Stretching and flexibility exercises

2. Walk, jog or run at least one mile or ride the exercise cycle or do any other agreed upon aerobic exercise

3. Weight training

4. Cool down/stretching

The employee will at some point during the workout reach 60% of his/her target heart rate for at least 15 minutes during the course of that work out.

The City will maintain all equipment in proper and safe condition.

Accurate training records of the time, date and activity shall be kept by the employee's supervisor to insure that the program is being conducted properly. All training records will be inspected by the Wellness Committee twice yearly to insure uniform and correct adherence to the intent and goals of the program.

All participants will be permitted to use the City's facilities such as the pools and gyms, at no cost, on their off duty time.

A Wellness Program medical examination will be performed annually, on-duty by a physician mutually agreed upon by the Union and City. The cost of the exam shall be borne by the City and shall not affect the cost of the employees' medical insurance. If conditions warrant and the approved physician deems it necessary, additional testing and care may be suggested and performed at the employees' option. As a result of the Wellness Program, if it is found that an employee is not fit for duty because of a medical or emotional problem, he/she shall be given sick leave, vacation, disability and other benefit leaves which he or she is eligible for before adverse personnel action is taken. A mutually agreed upon confidentiality form signed by the physician either authorizing return to work, or denying the employee for medical reasons for return to work or approving return to work with exceptions, will be used by the doctor to notify the City of the employees exam results to protect patient/doctor confidentiality. Blood and urine tests will only be those specified below.

Any medical tests performed, in conjunction with the annual physical, should be mutually agreed upon by both parties.

#### Blood and Urine Tests

CBC (Compare Blood Count)

CMP (Comprehensive Metabolic Panel, as attached)

Cholesterol

Triglycerides

TSH (Thyroid)

1  
2 Standard Urinalysis (test for urobilinogen, nitrates, blood, bilirubin, ketones,  
3 glucose, protein, PH, specific gravity, color and appearance)  
4

5 Comprehensive Metabolic Panel  
6

7 A/G Ratio  
8 Albumin  
9 Alkaline Phosphatase  
10 AST (SGOT)  
11 BUN  
12 BUN/Creatinine Ratio (C)  
13 Calcium  
14 Carbon Dioxide  
15 Chloride  
16 Creatinine  
17 Globulin (C)  
18 Glucose  
19 Potassium  
20 Sodium  
21 Sodium  
22 Total Bilirubin  
23 Total Protein  
24

25 (C) = Calculated Tests  
26  
27

28 At the end of each year, in the month of February, a job related physical ability  
29 test will be conducted on-duty during week-day, daylight hours before 1700 hours,  
30 and shall consist of Job related tasks, and shall be so designed as to measure the  
31 proficiency of Firefighters. The yearly test shall consist of the following:  
32

- 33 1. Don a breathing apparatus.
- 34
- 35 2. Climb the Aerial Ladder while elevated to 65 feet (at safe  
36 recommended climbing angle).
- 37
- 38 3. Advance 50 feet of 3 inch hose to the second floor via the stairs (dry  
39 rolled or flaked).
- 40
- 41 4. Carry the 1 1/2 inch "HI-RISE" kit to the third floor via the stairs (10'  
42 of 2" hose and 75' of 1 1/2" hose, one gated Y and one 1 1/2 nozzle).
- 43
- 44 5. Advance a 1 1/2 pre-connect 100 feet on a flat surface (advance a  
45 dry 1 1/2 on a flat surface).



1  
2 6. Swim 50 meters in the pool (any style).  
3

4 The test will be performed with full bunker gear with the obvious exception of the  
5 swim  
6

7 Once each evolution is begun, it is to be conducted continuously and without rest  
8 until completion. There shall be a 5 minute rest after evolution 2, 3 and 4.  
9

10 A re-test shall be taken three months after the first in the event of failure by an  
11 employee. If an employee is unable to pass the physical agility test on his/her  
12 second try, a final third test will be given within the next three months, or sooner if  
13 the employee requests. A medical exam may be required before any re-test if  
14 recommended by the Doctor. During re-testing, an employee shall continue to  
15 serve on active duty unless medically restricted. At no time will the initial physical  
16 agility test be given without first receiving the annual medical exam and  
17 authorization by the program's physician (Appendix E). An on-duty Union  
18 Representative shall be permitted to be present at all tests. The agility test shall  
19 not be given after an emergency response of longer than one hour and at least  
20 one hour rest shall be given upon return from any response.  
21

22 An employee shall be entitled to postpone the agility test with just cause. At least  
23 72 hours advance written notice shall be given to the Union and each employee  
24 before the agility test is given.

**ARTICLE 45**  
**INSPECTOR/FIRE FIGHTER**

1. A Fire Inspector shall be responsible for carrying out assigned inspections and tasks in the field of fire prevention.

2. The Inspector/Fire Fighter shall receive an additional 8% on his/her current Firefighter or Driver base pay.

3. Normal work schedule shall consist of a 40 hour work week (10 hour day during the day light hours, Monday through Saturday) except during approved leave.

4. Vacation benefits shall be as follows:

Upon first anniversary of employment & thereafter	2 work weeks
Upon fifth anniversary and thereafter	3 work weeks
Upon tenth anniversary and thereafter	4 work weeks

All vacation time and sick time earned on shift work and unused when the employee transfers to the day shift shall be converted equitably based on the formula  $.833 \times$  the number of hours earned on shift work. It is understood that should the day inspector later transfer back to shift work, that this conversion would be based on the formula  $1.2 \times$  hours accrued.

5. Funeral Leave - The daytime inspector shall be eligible for up to 40 hours funeral leave.

6. It is understood that the inspector would not be scheduled for shift work or combat duties except for training purposes or in the event of an emergency.

7. City shall pay for any educational expense the City considers necessary for inspector certification and its Continuing Education Credit requirements.

8. The City shall provide one (1) personal day off per year for each Fire Inspector.

9. All other benefits awarded to the Fire Fighter in the IAFF Collective Bargaining Agreement will continue to be in effect unless amended herein this Article.

**ARTICLE 46**  
**INSPECTOR LIEUTENANT**

1. The Fire Inspector/Lieutenant pay scale shall be 8% above the Lieutenant pay scale.

2. Normal work schedule shall consist of a 40 hour work week (10 hour day during the day light hours, Monday through Saturday) except during approved leave.

3. Vacation benefits shall be as follows.

Upon first anniversary of employment	
& thereafter	2 work weeks
Upon fifth anniversary and thereafter	3 work weeks
Upon tenth anniversary and thereafter	4 work weeks

All vacation time and sick time earned on shift work and unused when the employee transfers to the day shift shall be converted equitably based on the formula  $.833 \times$  the number of hours earned on shift work. It is understood that should the day inspector later transfer back to shift work, that this vacation conversion would be based on the formula  $1.2 \times$  hours accrued.

4. Funeral Leave - The daytime inspector shall be eligible for up to 40 hours funeral leave.

5. It is understood that the inspector would not be scheduled for shift work or combat duties except for training purposes or in the event of an emergency.

6. City shall pay for any educational expense necessary for inspector certification.

7. The Lieutenant's promotional exam will be broken into two lists, one for Lieutenant and one for Lieutenant Fire Inspector. An employee may choose to be on one or both lists. Placement on a list will be based on test scores.

8. All other benefits awarded to the Fire Lieutenants in the IAFF Collective Bargaining Agreement will continue to be in effect unless amended herein this Article.

9. City shall provide one (1) personal day off per year for each Fire Inspector.

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## ARTICLE 47

### DRUG TESTING

1. The City may require any employee to submit to a drug or alcohol test when it has a reasonable suspicion that the employee to be tested is under the influence of or using illegal drugs, narcotics, or alcohol. The term "reasonable suspicion", for the purposes of this policy, shall be defined as follows:

(A) Aberrant or unusual on-duty behavior of an employee.

(B) Behavior which is a recognized and accepted symptom(s) of intoxication or impairment caused by controlled substances.

(C) The behavior is not reasonably explained as resulting from causes other than the use of controlled substances.

2. Behavior described in paragraphs A, B and C above must be personally observed by an employee's immediate supervisor or other supervisor reporting the behavior. The employee will be offered an opportunity to offer explanation to the recommending supervisor prior to being ordered to take the drug test. No drug testing will be conducted without the written approval of the Department Head or his designee and either the Manager or his/her designee. Said approval shall indicate who is to be tested and why the test was ordered, including the specific objective fact constituting reasonable suspicion. A copy of this document shall be provided to the employee.

3. Refusal to submit to drug testing pursuant to the procedures outlined in this Article after being ordered to do so may result in disciplinary action, up to and including termination.

4. The following procedures shall apply to the blood and urine tests administered to employees:

(A) The City may request urine and/or blood samples. The employee may, at his sole option and expense, upon request receive a blood test in addition to a urine test if none was ordered.

(B) The test shall be performed at a reputable hospital or laboratory certified by the State of Florida as a medical laboratory, which complies with the scientific and technical guidelines for federal drug testing programs and the standards for certification of laboratories engaged in urine drug testing for federal agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services and comply with applicable Florida Statutes.

(C) Urine and/or blood specimens shall be drawn or collected at a laboratory, hospital, doctor's office or medical facility. A union representative shall be allowed to accompany the employee, if requested, to the test and observe the collection of the specimen. If the City or the laboratory requires an observer when the urine specimen is given, the observer shall be of the same sex as the employee being tested. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee and the union representative, if available.

(D) At the time the urine specimen or blood samples are collected, two samples shall be taken. In the event that an employee's test results are positive, a second test using the second sample, different from the first may be conducted at a laboratory of the employee's choosing at the employee's option and expense to verify the results. If the second test is negative, the employee will be reimbursed by the City for the cost of the second test. The failure of the Union or the employee to have a second test performed or present the results to the City shall not be used against the employee as a basis for discipline and shall not be introduced or referred to in any arbitration or appeal proceeding. After considering the results of the second test, if any, the City may take such disciplinary action as is appropriate pursuant to this agreement. Such disciplinary action may include referral to a substance abuse program or Employee Assistance Program for Assessment, counseling and referral for treatment and rehabilitation as appropriate.

(E) The results of urine and blood tests performed hereunder will be held confidential to the extent permitted by law. Tests shall be performed for the presence of alcohol, non-prescribed controlled substances, chemical adulteration and/or narcotic drugs.

(F) Tests shall be conducted using recognized technologies and recognized testing standards. The following standards shall be used to determine what level of detected substances shall be considered as positive:

<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION</u>
AMPHETAMINE	300 NG/ML AMPHETAMINE	300 NG/ML GC-MS
MARIJUANA	100 NG/ML DELTA-THC	100 NG/ML GC-MS
COCAINE	300 NG/ML METABOLITE	300 NG/ML GC-MS
OPIATES	300 NG/ML MORPHINE	300 NG/ML GC-MS
PCP	25 NG/ML PCP	25 NG/ML GC-MS
METHAQUALONE	300 NG/ML	300 NG/ML GC-MS

1 Levels which are below those set above shall be determined as negative  
2 indicators. Tests for other non-prescribed controlled substances will be in  
3 accordance with federal government screening and confirmation standards.  
4

5 (G) The employee shall be presented with a copy of the laboratory report  
6 of all specimens which were tested.  
7

8 (H) At the conclusion of the drug testing, in the event a positive test is  
9 indicated and disciplinary action is taken, the employee may grieve such discipline  
10 through the contractual grievance arbitration procedure.  
11

12 (I) Employees who seek voluntary assistance for alcohol and substance  
13 abuse through the Employee Assistance Program may not be disciplined for  
14 seeking such assistance. Request from employees for such assistance shall  
15 remain confidential to the employees or officers without the employee's consent.  
16 Employees enrolled in substance abuse programs as outpatients, shall be subject  
17 to all City rules, regulations and job performance standards.

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The presumptions contained in this Article and in Florida Statute 112.18 shall not apply to Bargaining Unit members who, after February 1, 1993, engage in outside activity, except those activities authorized by the City, of an emergency hazardous nature, such as EMS, firefighting (volunteer or otherwise), ambulance transport, hospital trauma or other outside employment involving exposure to tuberculosis or Hepatitis A and B or the handling of hazardous materials in quarantines or with concentrations in excess of those normally found in the home.

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## **ARTICLE 49**

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### **CAPTAINS**

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In order to be a Captain he/she shall have passed the current Civil Service test for

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Captains. The City shall determine the number of Captain positions created and

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maintained.



**ARTICLE 50**  
**OUTSIDE ACTIVITIES**

Employees may not participate in Outside Activities which will pose a recurring conflict between his/her private interests and his/her public duties, would violate state law or which would impede the full and faithful discharge of his/her public duties.

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**ARTICLE 51**  
**CIVIL SERVICE RULES**

1. The parties agree to be governed by, accept and operate under the current Civil Service Ordinance.

2. Notwithstanding anything in the Civil Service Ordinance or Resolution to the contrary:

A. The examination process for bargaining unit positions shall be promotional closed competitive with application dates specified.

B. The "Rule of Three Scores" shall apply to promotional vacancies.

3. In the event of any conflict between the terms of this Agreement and any provision in any Civil Service Ordinance or Resolution, the terms of this Agreement shall prevail.

**ARTICLE 52**

**TERM OF AGREEMENT**


This contract will commence October 1, 2003 and remain in effect until September 30, 2006.


All provisions of this Agreement shall be effective as of the date of ratification by both parties.

SIGNATURE PAGE


Agreed to this      day of      , 2004, and between the respective parties  
through an authorized representative or representatives of the Union and by the  
Manager of the City.

ATTEST:

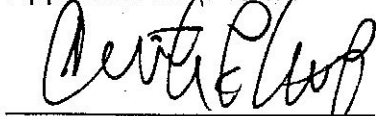
  
Thomas DiBernardo  
President, IAFF  
LOCAL 3080

  
Robert S. Klemann  
Dist. Vice President II  
LOCAL 3080

ATTEST:

  
Charles Faranda  
City Manager  
CITY OF LAUDERHILL

Approved as to form:

  
Special Labor Counsel  
Christopher F. Kurtz

  
City Attorney  
Earl Hall

## **APPENDIX A**

### **EDUCATIONAL REIMBURSEMENT**

#### **Northwood College of Business and Management** **100% - Reimbursement**

1. All FSFC and FFP courses.
2. BUS 311 if taken on campus only.
3. BUS 312 if taken on campus only.
4. MATH 333 if taken on campus only.
5. BUS 240 Public Relations.
6. CSM 101 Introduction to Computers.
7. BUS 479 Seminar I - if fire related, must submit syllabus.
8. BUS 480 Seminar II - if fire related, must submit syllabus.
9. BUS 232 Human Resource Management.
10. ENG 220 Business Writing.
11. ECON 401 Public Policy.
12. FIN 301 Local Government.

#### **Broward Community College** **100 % Reimbursement**

1. All FFP and EMS Courses.
2. ENC 2201 Technical Report Writing.
3. POS 1112 State and Local Government.
4. CGS 1100 Introduction to Computer Applications.
5. HSC 1531 Medical Terminology.
6. BSC 1085 Anatomy & Physiology I.
7. BSC 1085L Anatomy & Physiology I Lab.
8. BSC 1086 Anatomy & Physiology II.
9. BSC 1086L Anatomy & Physiology II Lab.
10. APB 1600 Pharmacology I.
11. SPC 1024 Introduction to Speech.

#### **APPROVED DEGREE PROGRAMS GUIDELINES**

**Northwood College of Business & Management**  
A.S. - Fire Science and Management.  
B.S. - Management/Fire Science Management.

**Broward Community College**  
A.S. - Fire Science Technology.  
A.S. - Emergency Medical Services Technology.

**APPENDIX B**  
**SALARY SCHEDULES**