

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

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
ALPHABETICAL TABLE OF CONTENTS.....	vii
PREAMBLE.....	1
ARTICLE 1.....	2
NON-DISCRIMINATION.....	2
ARTICLE 2.....	3
UNION RECOGNITION.....	3
ARTICLE 3.....	4
DUES CHECK-OFF.....	4
ARTICLE 4.....	5
PROHIBITION OF STRIKES.....	5
ARTICLE 5.....	6
MANAGEMENT RIGHTS.....	6
ARTICLE 6.....	7
UNION STEWARDS AND REPRESENTATIVES.....	7
ARTICLE 7.....	8
SENIORITY.....	8
ARTICLE 8.....	10
GRIEVANCE PROCEDURE.....	10
ARTICLE 9.....	13
DISCIPLINE.....	13
ARTICLE 10.....	14
BULLETIN BOARDS.....	14
ARTICLE 11.....	15
JURY DUTY AND WITNESS PAY.....	15
ARTICLE 12.....	16
PROMOTION.....	16
ARTICLE 13.....	17
LAYOFF.....	17

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
ARTICLE 14.....	18
SHIFT EXCHANGE	18
ARTICLE 15.....	18
TIME POOL	19
ARTICLE 16.....	19
WORKING OUT OF CLASSIFICATION	20
ARTICLE 17.....	20
CALL BACK PAY	21
ARTICLE 18.....	21
SICK LEAVE.....	22
ARTICLE 19.....	22
HOLIDAYS	24
ARTICLE 20.....	24
VACATION.....	25
ARTICLE 21.....	25
EDUCATION	26
ARTICLE 22.....	26
FUNERAL LEAVE	28
ARTICLE 23.....	28
TRAINING LIBRARY	29
ARTICLE 24.....	29
UNIFORMS - LIFE SUPPORT EQUIPMENT	30
ARTICLE 25.....	30
SAFETY AND HEALTH	31
ARTICLE 26.....	31
LEAVE OF ABSENCE	32
ARTICLE 27.....	32
INSURANCE	33

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
ARTICLE 28	34
HOURS.....	34
ARTICLE 29	35
ENVIRONMENTAL CONDITIONS	35
ARTICLE 30	36
ON THE JOB INJURY.....	36
ARTICLE 31	37
WAGES.....	37
ARTICLE 32	38
LONGEVITY.....	38
ARTICLE 33	39
OVERTIME.....	39
ARTICLE 34	40
DRIVERS.....	40
ARTICLE 35	41
SEVERABILITY.....	41
ARTICLE 36	42
PROBATIONARY PERIOD.....	42
ARTICLE 37	43
PERSONAL LIABILITY PROTECTION.....	43
ARTICLE 38	44
PENSION AND RETIREMENT.....	44
ARTICLE 39	50
INTEGRITY OF FIRE DEPARTMENT	50
ARTICLE 40	51
LIGHT DUTY	51
ARTICLE 41	52
SELF-CONTAINED BREATHING APPARATUS	52

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
ARTICLE 42	53
BILL OF RIGHTS	53
ARTICLE 43	53
SMOKING POLICY	54
ARTICLE 44	54
WELLNESS PROGRAM	55
ARTICLE 45	55
INSPECTOR/FIRE FIGHTER	59
ARTICLE 46	59
INSPECTOR LIEUTENANT	60
ARTICLE 47	60
DRUG TESTING	61
ARTICLE 48	61
INFECTIOUS DISEASES	64
ARTICLE 49	64
CAPTAINS	65
ARTICLE 50	65
OUTSIDE ACTIVITIES	66
ARTICLE 51	66
CIVIL SERVICE RULES	67
ARTICLE 52	67
TERM OF AGREEMENT	68
SIGNATURE PAGE	68
APPENDIX A	69
EDUCATIONAL REIMBURSEMENT	70
APPENDIX B	70
SALARY SCHEDULES	71

TABLE OF CONTENTS

<u>ARTICLE NO.</u>		<u>PAGE NO.</u>
APPENDIX C.....		72
POSITION REQUIREMENTS.....		72
APPENDIX D.....		83
PAYROLL DEDUCTION AUTHORIZATION.....		83
APPENDIX E.....		84
MEDICAL RELEASE FORM.....		84

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
B	
BILL OF RIGHTS ARTICLE 42.....	53
BULLETIN BOARDS ARTICLE 10.....	14
C	
CALL BACK PAY ARTICLE 17.....	21
CAPTAINS ARTICLE 49.....	65
CIVIL SERVICE RULES ARTICLE 51.....	67
D	
DISCIPLINE ARTICLE 9.....	13
DRIVERS ARTICLE 34.....	40
DRUG TESTING ARTICLE 47.....	61
DUES CHECK-OFF ARTICLE 3.....	4
E	
EDUCATION ARTICLE 21.....	26
ENVIRONMENTAL CONDITIONS ARTICLE 29.....	35
F	
FUNERAL LEAVE ARTICLE 22.....	28
G	
GRIEVANCE PROCEDURE ARTICLE 8.....	10

H

HOLIDAYS	
ARTICLE 19	24
HOURS	
ARTICLE 28	34

I

INFECTIOUS DISEASES	
ARTICLE 48	64
INSPECTOR LIEUTENANT	
ARTICLE 46	60
INSPECTOR/FIRE FIGHTER	
ARTICLE 45	59
INSURANCE	
ARTICLE 27	33
INTEGRITY OF FIRE DEPARTMENT	
ARTICLE 39	50

J

JURY DUTY AND WITNESS PAY	
ARTICLE 11	15

L

LAYOFF	
ARTICLE 13	17
LEAVE OF ABSENCE	
ARTICLE 26	32
LIGHT DUTY	
ARTICLE 40	51
LONGEVITY	
ARTICLE 32	38

M

MANAGEMENT RIGHTS	
ARTICLE 5	6

N

NON-DISCRIMINATION	
ARTICLE 1	2

O

ON THE JOB INJURY	
ARTICLE 30	36
OUTSIDE ACTIVITIES	
ARTICLE 50	66

OVERTIME	
ARTICLE 33	39

P

PENSION AND RETIREMENT	
ARTICLE 38	44
PERSONAL LIABILITY PROTECTION	
ARTICLE 37	43
PROBATIONARY PERIOD	
ARTICLE 36	42
PROHIBITION OF STRIKES	
ARTICLE 4	5
PROMOTION	
ARTICLE 12	16

S

SAFETY AND HEALTH	
ARTICLE 25	31
SELF-CONTAINED BREATHING APPARATUS	
ARTICLE 41	52
SENIORITY	
ARTICLE 7	8
SEVERABILITY	
ARTICLE 35	41
SHIFT EXCHANGE	
ARTICLE 14	18
SICK LEAVE	
ARTICLE 18	22
SMOKING POLICY	
ARTICLE 43	54

T

TERM OF AGREEMENT	
ARTICLE 52	68
TIME POOL	
ARTICLE 15	19
TRAINING LIBRARY	
ARTICLE 23	29

U

UNIFORMS - LIFE SUPPORT EQUIPMENT	
ARTICLE 24	30
UNION RECOGNITION	
ARTICLE 2	3
UNION STEWARDS AND REPRESENTATIVES	
ARTICLE 6	7

V

VACATION	
----------	--

ARTICLE 20..... 25

W

WAGES

ARTICLE 31..... 37

WELLNESS PROGRAM

ARTICLE 44..... 55

WORKING OUT OF CLASSIFICATION

ARTICLE 16..... 20

PREAMBLE

2 This agreement entered by and between the City of Lauderhill, hereinafter
3 referred to collectively as the Employer, and the Metro Broward Professional Fire
4 Fighters, Local 3080, International Association of Fire Fighters, hereinafter
5 referred to as "Union".

WITNESSETH

9 WHEREAS, this agreement reduces to writing the understandings of the
10 Employer and the Union to comply with the requirements contained in Chapter
11 447, Florida Statutes, as amended; and

13 WHEREAS, this agreement is entered into to promote a harmonious relationship
14 between the Union and the Employer and to encourage more effective employee
15 service in the public interest; and,

17 WHEREAS, the Union understands that the Employer is engaged in furnishing
18 essential public service which affects health, safety and welfare of the general
19 public and the Union recognizes the need to provide continuous and reliable
20 service to the public.

1
2

ARTICLE 1 NON-DISCRIMINATION

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

ARTICLE 2 UNION RECOGNITION

In accordance with the Public Employee Relations Commission Certification Numbers 840 and 844, the Employer recognizes the Union as the exclusive bargaining agent to represent all Fire Fighters, Inspector/Fire Fighters, Drivers, Lieutenants, Captains and Battalion Chiefs employed by the City of Lauderhill, for the purpose of Collective Bargaining with respect to wages, hours, terms and conditions of employment.

10 Union members shall be permitted to wear small union pins on their uniform shirts

ARTICLE 3

DUES CHECK-OFF

3 The Employer agrees to deduct once each pay period the Union Dues of said
4 employees who individually and voluntarily certify in writing on the prescribed
5 Dues Permit form (Appendix D), that they authorize such deductions. No
6 authorization shall be allowed for payment of initiation fee, assessment of fines.
7 The amount of dues to be deducted shall be certified to the City in writing by the
8 Union President or Treasurer. It shall be the Union's responsibility to notify its
9 members of any dues changes. Any change in the amount of the Union Dues
10 would be effective in a time reasonable to allow the Employer to make the
11 necessary technical and administrative payroll changes and program adjustments.
12

13 It is understood and agreed that the Employer will furnish this service to the Union
14 without charge. The City shall remit once each month monies collected to the
15 Treasurer of the Union, by the 15th of the month. The employer's remittance will
16 be deemed correct if the Union does not give written notice to the Employer within
17 thirty days of remittance receipt of its belief with reasons stated therefore, that the
18 remittance is incorrect.
19

20 If there is an amount deducted in excess of what is authorized by this agreement,
21 the employee affected shall seek recourse with the Union and not the Employer.
22 No deduction shall be made from the pay of the employee for any payroll period in
23 which the employee's net earnings for that payroll period, after other deductions,
24 are less than the amount of dues to be checked off.
25

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

ARTICLE 4

PROHIBITION OF STRIKES

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

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

18
19 Right of Discipline: The City has the right to discipline or discharge an employee
20 who instigates, participates in or gives leadership to any strike, work stoppage,
21 boycott, non-informational picketing, or slowdown or any curtailment of work or
22 restriction of service or interference with the City.
23

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

ARTICLE 5

MANAGEMENT RIGHTS

3 It is the right of the City to determine unilaterally the purpose of its fire department,
4 set standards of services to be offered to the public, and exercise control and
5 discretion over its organization and operations. It is also the right of the City to
6 direct its employees, take disciplinary action for proper cause, and relieve its
7 employees from duty because of lack of work or for other legitimate reasons. The
8 exercise of such rights shall not preclude employees or their representatives from
9 raising grievances, should decisions on the above matters have the practical
10 consequence of violating the terms and conditions of this agreement or any civil
11 service regulation.

12
13 All inherent or common law management rights and functions which the City has
14 not expressly modified or restricted by a special provision of this agreement are
15 retained and vested exclusively in the City.

ARTICLE 6

UNION STEWARDS AND REPRESENTATIVES

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

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

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

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

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

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

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

ARTICLE 7

SENIORITY

3 City Wide Seniority is defined as an employee's length of employment with the
4 City. Such seniority shall be acquired by full time employees after completion of a
5 probationary period at which time seniority shall be retroactive to the first day of
6 employment. The City wide seniority shall apply to accrual of all benefits.

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

Classification Seniority: Classification seniority is defined as the length of employment within a particular Civil Service classification. For purposes of this Agreement the applicable civil service classifications shall be fire fighters, drivers, lieutenants, captains and battalion chiefs.

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

15 A. Classification seniority shall be determined by the year in which the
20 Driver's test was given.
21

22 B. In the event more than one test was given in the same year, with at
23 least six months separation, it shall be considered two separate exams, with the
24 earlier appointees having classification seniority.
25

26
27 C. Departmental seniority shall be used in the event of a tie in
28 classification seniority.

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

32
33 Seniority shall accumulate during absences because of illness, injury, vacation or
34 other authorized leave.

34 other authorized leave.
35 Seniority shall be broken when an employee:

- 37 A. Terminates voluntarily
- 38 B. Is discharged for cause.

39
40 The City shall post a seniority list in each station showing all three types of
41 seniority during October of each year. Objections must be filed with the Chief
42 within one month of posting.

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.

ARTICLE 8

GRIEVANCE PROCEDURE

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

8. Grievances shall be processed in accordance with the following procedure:

10 Step 1. The grievant shall present in writing his/her grievance to his/her
11 Shift Commander through the chain of command within five (5) working days of
12 the occurrence of the action or knowledge of the occurrence giving rise to the
13 grievance. The grievant or the supervisor may request that a Union Steward or
14 Local Union Representative be present. Discussion will be informal for the
15 purpose of settling differences in the simplest and most direct manner. The
16 immediate supervisor shall reach a decision and communicate, in writing, to the
17 grievant within five (5) working days from the date the grievance was presented to
18 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.

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

37 Step 4. If a grievance, as defined in this article, has not been satisfactorily
38 resolved within the grievance procedure, the grievant may request arbitration or a
39 civil service hearing in writing to the Office of the Manager no later than five (5)
40 working days after the Manager's response is due in Step 3 of the Grievance
41 Procedure. The parties to this Agreement will mutually agree or attempt to agree
42 on an independent arbitrator within five (5) working days from the date that
43 grievance was rejected at the Fourth Step. If this cannot be agreed upon, the
44 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. 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.

14
15 Working days for the purpose of this grievance procedure shall be 24-hour shifts
16 according to the grievant's schedule.

ARTICLE 9

DISCIPLINE

3 A non-probationary employee shall not be disciplined except for just cause. A
4 written statement indicating charges and reasons for such action shall be
5 presented to him/her first.
6
7 Employees shall receive copies of all documents filed in their personnel file.
8 Employees shall have the right to Union representation at all meetings concerning
9 discipline or discharge. At the employee's request, vacation time may be used in
10 lieu of suspension.
11
12 Disciplinary action taken will be fair and uniform with other such action taken by
13 the Department under the same circumstances with consideration also being
14 given to the employee's past employment record.

ARTICLE 10

BULLETIN BOARDS

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

8 The Union agrees that it shall only use space on bulletin boards described above
9 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

15
16 All Union materials placed on all bulletin boards shall be signed by the Union
17 Officer or his/her designee and copies of any materials to be posted shall be
18 forwarded to the department head and personnel director.

18
19 The posting of any materials, notice of announcement, which violates the
20 provisions of this section shall entitle the Employer to cancel the provisions of this
21 section and the use of the aforesaid bulletin boards.
22

23
24 All costs incidental to preparation and posting of Union material shall be at the
25 expense of the Union. The Union is responsible for posting and removing
26 approved material from bulletin boards in orderly fashion.

ARTICLE 11
JURY DUTY AND WITNESS PAY

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

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

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.

ARTICLE 13

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

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

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

18 Employees shall receive 30 days notice prior to a layoff

ARTICLE 14

SHIFT EXCHANGE

3 An employee may exchange shift(s) with other employees upon two (2) shifts
4 advanced notice and upon approval of department head or designee. The
5 department head or designee may waive this time period if he/she feels
6 circumstances warrant. Exchanges will be deemed approved unless the
7 employee receives notice that the exchange has been denied within 48 hours of
8 the shift exchange date. If an employee is on approved leave the shift prior to the
9 shift exchange, and has not received shift exchange approval, he/she shall call to
10 confirm shift exchange before 48 hours. If an exchange is denied, the affected
11 employee may request the reason for denial and shall receive said reason from
12 the Chief or designee within five (5) days of the request. Exchanges may be
13 denied for just cause, for disciplinary purposes or if the department head or
14 designee deems departmental operations may be hampered.
15
16 Shift exchange shall not result in acting out of classification pay. Overtime shall
17 not be paid for shift exchange.

ARTICLE 15 TIME POOL

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

ARTICLE 16

WORKING OUT OF CLASSIFICATION

3 Bargaining unit members who are assigned to perform the duties of a higher
4 classification not included in the City's pay plan shall receive a 7.5% increase
5 added to their base salary for time actually worked in the higher classification.
6
7 Employees are only eligible to work out of classification in a higher classification or
8 in an acting position if they have passed the current Civil Service test for that
9 classification.
10
11 If employees eligible to work out of classification are not on duty, employees of the
12 rank to be filled shall be called in on overtime.
13

ARTICLE 17

CALL BACK PAY

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

ARTICLE 18

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.

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.

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.

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

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.

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

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

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.

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.

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.

ARTICLE 19 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.

ARTICLE 20

VACATION

3 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

11 Departmental seniority shall be used to select vacations in rotation. During each
12 round each employee shall select from available vacation dates with a 24-hour
13 minimum per round. If more than one day is picked during a round, those days
14 must be consecutive. The Department Head may deny a vacation request if it
15 results in scheduled overtime or it interferes with the department's operations.
16

17 Vacation shall be chosen covering the period from October 1 to September 30.
18 An employee may pick any vacation dates available if such vacation time has
19 accrued as of the date of picking or will accrue within 18 months of the date of
20 picking. If an employee leaves the City and owes the City time because he or
21 she has taken vacation time not accrued, the City will take the equivalent from his
22 or her final paycheck, or check for accumulated sick time.
23

24 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

30 and use 5 shifts per year. A maximum of 22.5 shifts may be banked. 3 shifts of
31 vacation per calendar year may be liquidated at 75% of hourly rate.
32

ARTICLE 21 EDUCATION

3 Pursuant to the procedure established in Paragraph C, the City shall reimburse an
4 employee:

A. One hundred percent (100%) of state college tuition rates for courses directly related to an employee's position with the City.

B. Fifty percent (50%) of state college tuition rates for courses not directly related to an employee's position with the City, but which are within a degree program directly related to an employee's position with the City.

C. Requests for educational assistance shall be submitted along with all supporting documentation prior to enrollment and shall be subject to the prior approval of the Manager or his/her designee.

D. Reimbursement as outlined above shall be made, provided the course has been successfully completed.

E. In the event any Employee shall take advantage of the benefits provided in this Article then the Employee shall become obligated to remain in the employ of the City for a minimum of twelve (12) months following the conclusion date of any course for which the City has made payment hereunder. In the event any Employee shall voluntarily terminate his/her employment with the City prior to twelve (12) months following the conclusion date of any course for which the City has made payment hereunder, then said employee shall repay to the City all tuition reimbursed to him/her for that course, within the previous year.

F. Books, Registration, and other incidental costs (smocks, name badges, etc.) for courses described in Paragraphs A and B shall be borne by the employee.

G. Any special schooling seminars, or classes required or approved by the City, will be paid in full by the City.

H. Any employee who has been denied educational assistance pursuant to this article shall be given a written explanation for such denial within 3 shifts of such determination.

I. In April of each year, employees shall submit requests for courses to be taken during the following fiscal year and reimbursed pursuant to this Article. If such requests are granted by the City and money is placed in the City budget for such courses, an employee not enrolling in the budgeted course, must submit a written explanation to the City as to why the course was not taken.

1
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

3 The City agrees that when a death occurs in the immediate family of an employee
4 or his/her spouse, that employee will be granted up to 4 shifts off to attend a
5 funeral without loss of pay or benefits.
6
7 The immediate family as cited above shall be defined as father, mother, spouse,
8 children, brother, sister, and grandparents.

1
2

ARTICLE 23
TRAINING LIBRARY

3 The City agrees to maintain a Fire Science reference library at the main fire
4 station for all employees.

ARTICLE 24

UNIFORMS - LIFE SUPPORT EQUIPMENT

3 All uniforms (with the exception of shoes, socks, and underclothes) and all
4 protective clothing, required in Departmental Rules and Regulations and the
5 Departmental Policy Manual, required of the employees to wear in the
6 performance of their duties shall be furnished by the Employer without cost to the
7 Employee.

8
9 Employees shall be responsible for maintaining clean and neat uniforms. The
10 employee shall be responsible for replacement of all lost items. The Employer
11 shall be responsible for replacement due to normal wear and tear, on-the-job
12 damage and theft from employer's premises and vehicles, providing the employee
13 was not negligent and acted in accordance with department policy.

14
15 All life support equipment shall be maintained by the Employer, to insure the
16 highest level of safety standard possible.

ARTICLE 25 SAFETY AND HEALTH

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

3 Leave of absence with or without pay may be granted for any reasonable purpose
4 to an employee by the department head with approval of the Manager or
5 designee. Such leave may be renewed or extended for any reasonable purpose.
6 An employee who is a member of the National Guard or military reserve force of
7 the United States shall be granted leave of absence with pay in accordance with
8 Florida Statutes 115.07.
9
10 An employee who is on a duly authorized paid leave of absence shall continue all
11 benefits as provided in this Agreement.

ARTICLE 27 INSURANCE

3 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.

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

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

ARTICLE 28

HOURS

3 Employees shall have a 48 hour work week. The schedule shall involve working
4 24/48 (24 on duty, followed by 48 off duty), with the Kelly Day (day off with pay)
5 every 3 weeks averaging out over a year's period to a 48 hour work week. Kelly
6 days shall be chosen according to departmental seniority and scheduling
7 requirements one time during the first quarter of each calendar year.

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

1

2

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5

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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.

ARTICLE 30 ON THE JOB INJURY

3 Section 1. All cases of injury occurring on the job shall be filed for action under
4 the provisions of the Workers Compensation Law. Full-time employees with the
5 City shall be entitled to receive their regular salary from the first day of injury. The
6 City pays the employee the difference between the Workmen's Compensation
7 check and his/her regular salary. This will continue for a period which shall be
8 determined by a review and recommendation of the department head and
9 approval by the Manager, after consideration of a competent medical doctor's
10 recommendation. In determining on the job injury, the City and the Union agree to
11 all provisions of Florida Statute 112.18 in effect at the time of the signing of this
12 agreement. Compensated Time Off will continue to accrue during the period of
13 disability due to on the job injury.

14
15 Section 2. Except as provided above, the parties agree to be governed by,
16 accept and operate under the Worker's Compensation Ordinance No. 92-181
17 dated September 30, 1992.

ARTICLE 31

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.
14

ARTICLE 32 LONGEVITY

3 Bargaining unit members with ten (10) or more years of service shall receive two
4 percent (2%) longevity pay paid in a lump sum. Bargaining unit members with 15
5 or more years of service shall receive three percent (3%) longevity pay paid in a
6 lump sum.

8 Bargaining unit members who meet the length of service criteria set forth in this
9 Article are entitled to longevity pay. Longevity pay shall be calculated according to
10 base pay, and shall be disbursed during the month of November to all eligible
11 employees who have not separated from employment with the City prior to that
12 payment date.

14 For those eligible employees who separate from employment with the City prior to
15 the November payment date, longevity pay shall be disbursed along with their final
16 pay and will be calculated on a prorated basis according to base pay earned
17 during the period between the employee's anniversary date and the employee's
18 date of separation.

ARTICLE 33 OVERTIME

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

9

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

12

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

16

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

ARTICLE 34

DRIVERS

3 Fire department "Combat Vehicles" shall only be driven to emergency scenes by
4 employees who are drivers.

6 In order to be promoted to a driver, a candidate must have three years of service
7 in the department and have passed the current Civil Service Driver's Test. Drivers
8 who took a departmental driver's test and were appointed to the position of driver
9 prior to June 1, 1990 shall be considered promoted to Civil Service Driver as of
10 October 1, 1990.

12 For the purpose of this Article, "Combat Vehicles" shall mean fire engines and
13 ladder trucks.

ARTICLE 35

SEVERABILITY

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

ARTICLE 36

PROBATIONARY PERIOD

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

ARTICLE 37

PERSONAL LIABILITY PROTECTION

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

ARTICLE 38

PENSION AND RETIREMENT

The City of Lauderhill Firefighters' Pension Trust Fund Board ("Board") will consist of two representatives designated by the bargaining unit, one member appointed by the Board, and two members appointed by the City Commission.

A. Effective October 1, 2003, all active members of the retirement system shall be eligible to receive a retirement benefit equal to four percent (4.00%) of average final compensation multiplied by the number of years of creditable service. The three percent (3.00%) multiplier shall apply for all years of credited service prior to October 1, 2003. This provision shall only apply to persons who are actively employed as firefighters as of October 1, 2003. This provision shall not apply to any person who is a separated vested member, or who is in receipt of retirement benefits.

B. Effective October 1, 1998, normal retirement shall occur on the earlier of the completion of twenty (20) years of credited service, or the attainment of age fifty-five (55) with ten (10) years of credited service. In the case of an employee who has left the service of the City with more than ten (10) years of service, but less than twenty (20) years of service, normal retirement shall be upon the attainment of age fifty-five (55).

C. Effective October 1, 1997, the employee contribution rate shall be 13.72 percent (13.72%) of pay.

D. Effective October 1, 1999, and based upon procedures and methods adopted by the Board, as determined to be proper by the fund's actuaries, benefits currently payable under this article shall be increased from time to time. The funds required for the financing of any benefits under this provision shall be derived solely from the investment return of fund assets, both realized and unrealized, as allocable to firefighters and beneficiaries receiving benefits under the article, and only in such amount as exceeds the investment return assumed for purposes of the actuarial valuation of the fund and the total experience gain under the plan as compared to the actuarial assumptions. The benefit increase granted in any one calendar year shall in no event exceed three percent of the amount being paid immediately prior thereto. Further, any increase granted under this provision shall be expressed as a percentage of a retiree's current benefit, and such percentage shall be uniform as respects all retirees in any given year, except that retirees whose payments start during a fiscal year shall receive a pro rata increase reflecting the number of payments received divided by twelve. The increase shall be calculated for each year ending September 30, and shall be payable beginning the following October 1. The implementation of this paragraph "D" shall be subject to prior receipt by the City of notification from the state that no pre-funding of this benefit shall be required.

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.

1 8. Maximum Participation.

2
3 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
4 terminate his/her employment with the City. The employee may terminate
5 DROP participation by advancing their resignation from city employment to
6 a date prior to that submitted by the participant as part of the DROP
7 application.

8
9 9. Expenses.

10
11
12 There shall be an administrative fee directly charged for the administration
13 and operation of each member's DROP account equal to the expense of
14 administering that employee's account.

15
16 10. Payout.

17
18 a) Upon the termination of a DROP participant's City
19 employment (for any reason, whether by resignation,
20 discharge or death), the retirement benefits payable to the
21 participant or to the participant's beneficiary (if the participant
22 selected an optional form of retirement benefit which provides
23 for payments to the beneficiary) shall be paid to the member,
24 the member's beneficiary or the member's estate and shall no
25 longer be deposited into the participant's DROP account.

26
27 b) Within thirty (30) days after the end of any calendar quarter
28 following the termination of a participant's employment, the
29 balance in the participant's DROP account shall be payable at
30 the participant's option:

31
32 (i) In full in a single lump sum payment, all accrued DROP
33 benefits, plus interest, less withholding taxes remitted
34 to the Internal Revenue Service (IRS), paid to the
35 DROP participant or surviving beneficiary, or;

36
37 (ii) As a direct rollover into any qualified plan that accepts
38 rollovers, as defined in Section 402(c)(8)(B), Internal
39 Revenue Code (IRC). If benefit is to be paid to a
40 designated beneficiary, the transfer shall be to an
41 individual retirement account or annuity as described in
42 Section 402 (c)(9), IRC.

43
44

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.

ARTICLE 39

INTEGRITY OF FIRE DEPARTMENT

3 Should the City decide to contract out, transfer, merge or consolidate the services
4 presently performed by the Fire Department, all rights and benefits guaranteed
5 under this contract for bargaining personnel shall be continued for the term of this
6 Agreement.

8 Should the City decide to contract out, transfer, merge or consolidate such
9 services the City shall notify the Union in writing at least 45 days before the City's
10 decision becomes final. Within 10 days from the receipt of the City's notice, the
11 Union may seek to bargain the impact of the City's decision to contract out,
12 transfer, merge or consolidate such services by making written demand upon the
13 City. Should the Union demand impact bargaining the parties shall, within 10 days
14 from the City's receipt of the Union's demand, commence good faith impact
15 bargaining. For purpose of this Article, impact bargaining shall include alternative
16 to the City's proposed contracting out, transferring, merging or consolidating of
17 services.

**ARTICLE 40
LIGHT DUTY**

3 An employee injured on or off duty who has applied for disability payments or
4 Worker's Compensation Insurance, may be required to work light duty if medically
5 permitted.

1

ARTICLE 41

2

SELF-CONTAINED BREATHING APPARATUS

3

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

4

5

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

6

7

ARTICLE 42 BILL OF RIGHTS

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

ARTICLE 43

SMOKING POLICY

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.

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 X 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 X 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

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

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

10 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

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

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

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

30 6. City shall pay for any educational expense necessary for inspector
31 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.

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

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

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 substance's 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.

ARTICLE 48

INFECTIOUS DISEASES

3 Any condition or impairment of health caused by Hepatitis A or B or tuberculosis
4 as defined by the U.S. Public Health Service contracted after January 1, 1993
5 shall be presumed to have been accidental and to have been suffered in the line
6 of duty, this presumption being rebuttable. The employee shall be presumed to
7 be totally disabled from the duties of a firefighter while diagnosed as having such
8 a disease. An employee claiming condition or impairment under this Article shall
9 provide to the City a medical authorization waiving the physician/patient
10 confidentiality relating to the claimed condition or impairment. If the employee
11 claiming hereunder refuses to supply the medical authorization referred to above,
12 then the claimed condition or impairment shall not be presumed to have been
13 incurred in the line of duty.

14

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

22

23 The City may administer base-line tests for tuberculosis and Hepatitis A and B to
24 bargaining unit members.

ARTICLE 49

CAPTAINS

3 In order to be a Captain he/she shall have passed the current Civil Service test for
4 Captains. The City shall determine the number of Captain positions created and
5 maintained.

ARTICLE 50

OUTSIDE ACTIVITIES

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

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:

9 A. The examination process for bargaining unit positions shall be
10 promotional closed competitive with application dates specified.
11

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

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

ARTICLE 52

TERM OF AGREEMENT

3 This contract will commence October 1, 2003 and remain in effect until September
4 30, 2006.

5
6 All provisions of this Agreement shall be effective as of the date of ratification by
7 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

Charles Faranda
City Manager
CITY OF LAUDERHILL

ATTEST:

Approved as to form:

Special Labor Counsel
Christopher F. Kurtz

Christopher F. Kurtz

John H. Lee

Mr. Hall

City Attorney

By Mr.
Earl Ha

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