

# LAUDERHILL FIRE-RESCUE

*IAFF LOCAL 3080*  
**CBA**

**2000-2003**



Resolution

*CURRAN*

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10 COLLECTIVE BARGAINING AGREEMENT  
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22 THE CITY OF LAUDERHILL, FLORIDA  
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BETWEEN

THE CITY OF LAUDERHILL, FLORIDA

AND

METRO BROWARD PROFESSIONAL FIRE FIGHTERS

LOCAL 3080

OCTOBER 1, 2000 THROUGH SEPTEMBER 30, 2003

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4 **AGREEMENT**

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

10 **WITNESSETH**

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

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

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

1  
2                   ARTICLE 1  
3                   NON-DISCRIMINATION

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

14

## 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.

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

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

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

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

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

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

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 any 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 activity to return to work.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

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

17 All inherent or common law management rights and functions  
18 which the City has not expressly modified or restricted by  
19 a special provision of this agreement are retained and  
20 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

1 documents are sent to the others on the City Clerk's  
2 mailing list.  
3  
4

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4       ARTICLE 7  
5       SENIORITY  
6  
7  
8  
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10  
11       City Wide Seniority is defined as an employee's length of  
12       employment with the City. Such seniority shall be acquired  
13       by full time employees after completion of a probationary  
14       period at which time seniority shall be retroactive to the  
15       first day of employment. The City wide seniority shall  
16       apply to accrual of all benefits.

17  
18       Departmental Seniority: Departmental seniority is defined  
19       as the length of employment within the employees current  
20       department. Departmental seniority shall accrue as of the  
21       first day of employment or transfer into a new department.

22  
23       Classification Seniority: Classification seniority is  
24       defined as the length of employment within a particular  
25       Civil Service classification. For purposes of this  
26       Agreement the applicable civil service classifications  
27       shall be fire fighters, drivers, lieutenants, captains and  
28       battalion chiefs.

29  
30       Classification seniority for Drivers appointed prior to  
31       October 1st, 1990 shall be determined using the following  
32       criteria:

33  
34       A. Classification seniority shall be determined by  
35       the year in which the Driver's test was given.

36  
37       B. In the event more than one test was given in the  
38       same year, with at least six months separation, it shall be  
39       considered two separate exams, with the earlier appointees  
40       having classification seniority.

41  
42       C. Departmental seniority shall be used in the event  
43       of a tie in classification seniority.

44  
45       Classification seniority for Drivers appointed after  
46       10/01/90 shall be determined by the actual appointment  
47       date.

48  
49       Seniority shall accumulate during absences because of  
50       illness, injury, vacation or other authorized leave.  
51       Seniority shall be broken when an employee:

52  
53       A. Terminates voluntarily  
54       B. Is discharged for cause.

1  
2 The City shall post a seniority list in each station  
3 showing all three types of seniority during October of each  
4 year. Objections must be filed with the Chief within one  
5 month of posting.  
6

7 The Fire Chief shall publish a bid list each June 1st to  
8 take effect the following October 1st, and be in effect for  
9 one year. Bidding will be based on classification  
10 seniority and the rank required for the position. The bid  
11 list shall apply to the member's normally assigned shift  
12 only, and may be varied from on occasions requiring  
13 training for the members, emergencies, etc.  
14

**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

1 employee in writing of the decision not later than five (5)  
2 working days following the meeting date.  
3

4 STEP 4. If a grievance, as defined in this article, has  
5 not been satisfactorily resolved within the grievance  
6 procedure, the grievant may request arbitration or a civil  
7 service hearing in writing to the Office of the Manager no  
8 later than five (5) working days after the Manager's  
9 response is due in Step 3 of the Grievance Procedure. The  
10 parties to this Agreement will mutually agree or attempt to  
11 agree on an independent arbitrator within five (5) working  
12 days from the date that grievance was rejected at the  
13 Fourth Step. If this cannot be agreed upon, the parties  
14 may request an impartial neutral from the American  
15 Arbitration Association.  
16

17 Nothing in this part shall be construed to prevent any  
18 public employee from presenting, at any time, his/her own  
19 grievance, in person or by legal counsel, to his/her  
20 Employer and having such grievances adjusted without the  
21 intervention of the Bargaining Agent, if the adjustment is  
22 not inconsistent with the terms of the Collective  
23 Bargaining Agreement then in effect, and if the bargaining  
24 agent has been given reasonable opportunity to be present  
25 at any meeting called for the resolution of such grievance.  
26

27 The arbitration shall be conducted under the rules set  
28 forth in this Agreement, subject to subsequent provisions  
29 contained herein. The arbitrator shall have the  
30 jurisdiction and authority to decide a grievance as defined  
31 in this Article, and to enforce compliance with the term  
32 and conditions of this Agreement.  
33

34 The Arbitrator shall have no authority to change, amend,  
35 add to, subtract from, or other wise alter or supplement  
36 this Agreement or any part thereof, or any amendment  
37 thereto. The Arbitrator shall have no authority to  
38 consider or rule upon any matter which is not a grievance  
39 as defined in this Agreement. The Arbitrator may not issue  
40 declaratory or advisory opinions and shall confine  
41 himself/herself exclusively to the question which is  
42 present to him/her which question must be actual and  
43 existing.  
44

45 Copies of the award of the arbitrator, made in accordance  
46 with the jurisdictional authority under this Agreement,  
47 shall be furnished to both parties within twenty (20)

1 working days of the hearing and shall be final and binding  
2 upon both parties. It is contemplated that the City and  
3 the employee shall mutually agree in writing, as to a  
4 statement of the matter to be arbitrated prior to a hearing  
5 and if this is done, the arbitrator shall confine his/her  
6 decision to the particular matter thus specified. In the  
7 event of the failure of the parties to so agree on a  
8 statement of issue to be submitted, the arbitrator shall  
9 confine his/her consideration to those written statements  
10 presented during the grievance procedure. Each party shall  
11 bear the expense of its own witnesses and its own  
12 representatives. The parties shall bear equally the  
13 expense of the arbitrator. Any party requesting a copy of  
14 the transcript of such arbitration hearing shall bear the  
15 cost of same.

16  
17 The times indicated on all steps may be extended by mutual  
18 agreement.

19  
20 When a grievance is reduced to writing there shall be set  
21 forth therein:

22  
23 1. A complete statement of the grievance and facts  
24 upon which it is based.

25  
26 2. The section or section of this Agreement that are  
27 alleged to have been violated; and

28  
29 3. The remedy or corrective action requested.

30  
31 A grievance not advanced to the higher step within the time  
32 limit provided shall be deemed permanently withdrawn as  
33 having been settled on the basis of the decision most  
34 recently given. Failure on the part of the City to answer  
35 within the time limit set forth in any step will entitle  
36 the employee to proceed to the next step.

37  
38 The Union may file a class grievance on behalf of all  
39 bargaining unit employees. The Union shall have the right  
40 to assist and represent the employee in the grievance  
41 procedure if so requested by the employee.

42  
43 Working days for the purpose of this grievance procedure  
44 shall be 24-hour shifts according to the grievant's  
45 schedule.

## ARTICLE 9 DISCIPLINE

A non-probationary employee shall not be disciplined except for just cause. A written statement indicating charges and reasons for such action shall be presented to him/her first.

Employees shall receive copies of all documents filed in their personnel file. Employees shall have the right to Union representation at all meetings concerning discipline or discharge. At the employee's request, vacation time may be used in lieu of suspension.

Disciplinary action taken will be fair and uniform with other such action taken by the Department under the same circumstances with consideration also being given to the employee's past employment record.

## 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.

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.

12 Employees who have been subpoenaed to testify at a  
13 deposition, trial, administrative hearing or arbitration  
14 hearing related to their duties as a City employee, shall  
15 if on duty, be released from duty with pay to testify.  
16

17 Employees who have been subpoenaed to testify at a  
18 deposition trial, administrative hearing or arbitration  
19 hearing related to their duties as a City employee, shall  
20 if off duty, be paid straight time at a minimum of 2 hours  
21 of his/her 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 LAYOFF**

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

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

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

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

## ARTICLE 14 SHIFT EXCHANGE

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

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

## ARTICLE 15 TIME POOL

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

19

ARTICLE 16  
WORKING OUT OF CLASSIFICATION

Bargaining unit members who are assigned to perform the duties of a higher classification not included in the City's pay plan shall receive a 7.5% increase added to their base salary for time actually worked in the higher classification.

Employees are only eligible to work out of classification in a higher classification or in an acting position if they have passed the current Civil Service test for that classification.

If employees eligible to work out of classification are not on duty, employees of the rank to be filled shall be called in on overtime.

**ARTICLE 17  
CALL BACK PAY**

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.

## ARTICLE 18 SICK LEAVE

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

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

Sick leave shall be charged only when an employee is absent due to injury or illness on the employee's regular work day. Accrued sick leave cannot be reduced for absences on pre-arranged overtime work days, unscheduled call-in overtime 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.

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

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

40 - 60 shifts - 25%  
60 - 90 shifts - 37.5%  
90 - over - 50%

For purposes of compensation under this section, one shift shall be equal to twenty-four (24) hours, so that compensation is based upon 25% of twenty-four (24) hours.

An employee not utilizing sick leave during any 6 month period shall be awarded a 12 hour floating holiday which

1 may be used during the forthcoming year or added to the  
2 employee's vacation.

3  
4 Notwithstanding the foregoing, sick pay will be granted to  
5 Battalion Chiefs at the rate of 12 shifts per year, accrued  
6 biweekly. Battalion Chiefs having more than 15 shifts of  
7 accrued sick leave may liquidate shifts in excess of 15  
8 based upon the following schedule:

9  
10 15.5 - 30.0 shifts at 50%  
11 30.5 shifts and above at 75%

12  
13 While employed by the City, Battalion Chiefs may not sell  
14 back more than 7.5 shifts per anniversary year.

15

## ARTICLE 19 HOLIDAYS

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

18  
19 The employee must work the scheduled shift before and after  
20 the holiday or be on approved paid leave, such vacation  
21 leave, compensatory time, floating holiday, or Kelly Day,  
22 to earn holiday pay. Holiday pay shall be paid to  
23 employees that are on sick leave before, on, or after a  
24 holiday if no overtime was needed as a result of sick  
25 leave, or if the employee actually works the Holiday.

## **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 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 department's 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.

1  
2  
3  
4  
ARTICLE 21  
5  
6  
EDUCATION  
7

8 Pursuant to the procedure established in Paragraph C, the  
9 City shall reimburse an employee:  
10

11 A. One hundred percent (100%) of state college  
12 tuition rates for courses directly related to an employee's  
13 position with the City.  
14

15 B. Fifty percent (50%) of state college tuition  
16 rates for courses not directly related to an employee's  
17 position with the City, but which are within a degree  
18 program directly related to an employee's position with the  
19 City.  
20

21 C. Requests for educational assistance shall be  
22 submitted along with all supporting documentation prior to  
23 enrollment and shall be subject to the prior approval of  
24 the Manager or his/her designee.  
25

26 D. Reimbursement as outlined above shall be made,  
27 provided the course has been successfully completed.  
28

29 E. In the event any Employee shall take advantage of  
30 the benefits provided in this Article then the Employee  
31 shall become obligated to remain in the employ of the City  
32 for a minimum of twelve (12) months following the  
33 conclusion date of any course for which the City has made  
34 payment hereunder. In the event any Employee shall  
35 voluntarily terminate his/her employment with the City  
36 prior to twelve (12) months following the conclusion date  
37 of any course for which the City has made payment  
38 hereunder, then said employee shall repay to the City all  
39 tuition reimbursed to him/her for that course, within the  
40 previous year.  
41

42 F. Books, Registration, and other incidental costs  
43 (smocks, name badges, etc.) for courses described in  
44 Paragraphs A and B shall be borne by the employee.  
45

46 G. Any special schooling seminars, or classes  
47 required or approved by the City, will be paid in full by  
48 the City.  
49

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

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

12                   J. Appendix A to this contract contains a list of  
13 courses agreed to by the parties as qualifying for  
14 reimbursement pursuant to Paragraph A of this Article and a  
15 list of degree programs which qualify for reimbursement  
16 pursuant to Paragraph B of this Article. The City and the  
17 Union agree that college curriculums change from time to  
18 time and the City agrees to review such college curriculum  
19 changes to determine eligibility for reimbursement under  
20 this Article. It is understood that Appendix A is only to  
21 be used as a guideline and shall not restrict employees  
22 rights to request reimbursement for courses pursuant to  
23 paragraphs A and B which are not listed on Appendix A.

24                   K. Funds for education to be reimbursed pursuant to  
25 this Article 21 shall be budgeted separately from funds to  
26 be used for employee seminars. Individual requests by  
27 employees for attending such seminars will be reviewed by  
28 the department in accordance with past practice.

29                   L. The parties hereby agree that the past practice  
30 of allowing employees to attend approved college courses or  
31 classes during on-duty hours is discontinued. Employees  
32 wishing to attend approved college courses or classes  
33 during on-duty hours may do so with the approval of the  
34 Fire Chief or his designee. Such approval may be granted  
35 if the granting of such approval will not reduce staffing  
36 below minimum levels established by the department on the  
37 Staffing Logic Chart ("Minimum Staffing"). If initial  
38 approval is denied because staffing would fall below  
39 Minimum Staffing, an employee may, at the discretion of the  
40 Chief or his designee, still be permitted to attend class  
41 (1) with an approved shift exchange and (2) if their stand-  
42 in is physically present at the assignment location. In

1 such cases, advance notice pursuant to Article 14 may be  
2 waived by the Department.  
3

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.

ARTICLE 23  
TRAINING LIBRARY

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

ARTICLE 24  
UNIFORMS - LIFE SUPPORT EQUIPMENT

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

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

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

1  
2                   **ARTICLE 25**  
3                   **SAFETY AND HEALTH**  
4

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

## ARTICLE 27 INSURANCE

The City agrees to pay:

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

B. One-third (1/3) of the cost of each employee's dependent health coverage, and

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

The City further agrees to pay all dependent coverage premium increases from October 1, 2000 through September 30, 2001. All premium increases subsequent to that period shall be borne by the employee being provided with the coverage. The employee shall have all reductions to dependent coverage premiums deducted from their contributions.

The current life insurance and disability benefit 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.

1  
2  
3  
4  
ARTICLE 28  
HOURS

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

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

16  
17

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

4 SECTION 1. All cases of injury occurring on the job  
5 shall be filed for action under the provisions of the  
6 Workers Compensation Law. Full-time employees with the  
7 City shall be entitled to receive their regular salary from  
8 the first day of injury. The City pays the employee the  
9 difference between the Workmen's Compensation check and  
10 his/her regular salary. This will continue for a period  
11 which shall be determined by a review and recommendation of  
12 the department head and approval by the Manager, after  
13 consideration of a competent medical doctor's  
14 recommendation. In determining on the job injury, the City  
15 and the Union agree to all provisions of Florida Statute  
16 112.18 in effect at the time of the signing of this  
17 agreement. Compensated Time Off will continue to accrue  
18 during the period of disability due to on the job injury.

19  
20 SECTION 2. Except as provided above, the parties agree  
21 to be governed by, accept and operate under the Worker's  
22 Compensation Ordinance No. 92-181 dated September 30, 1992.

## ARTICLE 31 WAGES

Effective October 1, 2000, employees shall be paid in accordance with the salaries on Appendix B.

Effective October 1, 2001 and October 1, 2002, salaries on Appendix B shall be adjusted by an amount equal to the increase in the "CPI" for the preceding 12 months.

For the purpose of this article the term "CPI" shall mean: the Consumer Price Index, All Urban Consumers, U.S. City Average as published by the Bureau of Labor Statistics.

Notwithstanding the increase as described in the CPI, in no event shall the adjustments effective October 1, 2001 and October 1, 2002 be less than 2% and no more than 4%.

Appendix C lists employees classifications and describes education, service requirements and job requirements for various classifications.

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

1  
2  
3  
4 ARTICLE 32  
5 LONGEVITY  
6  
7

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

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

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

25 New hires after 10/1/88 shall not be eligible for  
26 longevity participation.

**ARTICLE 33**

4 All time worked over the schedule hours of duty in a pay  
5 period shall be considered as overtime. Overtime will be  
6 paid to eligible bargaining unit members at the rate of  
7 time and one half of their hourly base rate. The current  
8 rotation list/seniority method of selecting people for  
9 overtime work will be continued. The Chief or designee  
10 may, however, revert to those on the list who live within  
11 30 minutes of the City if deemed necessary.

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

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

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

## ARTICLE 34 DRIVERS

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

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

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

1  
2  
3  
ARTICLE 35  
SEVERABILITY

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

10

ARTICLE 36  
PROBATIONARY PERIOD

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

1  
2  
3  
4 **ARTICLE 37**  
5 **PERSONAL LIABILITY PROTECTION**  
6  
7  
8  
9

10 The City of Lauderhill agrees to purchase and maintain  
11 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.

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.

9  
10 A. Effective October 1, 1997, all active members of the  
11 retirement system shall be eligible to receive a retirement  
12 benefit equal to three percent (3.00%) of average final  
13 compensation multiplied by the number of years of  
14 creditable service. The three percent (3.00%) multiplier  
15 shall be retroactive for all years of credited service.  
16 This provision shall only apply to persons who are actively  
17 employed as firefighters as of October 1, 1997. This  
18 provision shall not apply to any person who is a separated  
19 vested member, or who is in receipt of retirement benefits.

20 B. Effective October 1, 1998, normal retirement shall  
21 occur on the earlier of the completion of twenty (20) years  
22 of credited service, or the attainment of age fifty-five  
23 (55) with ten (10) years of credited service. In the case  
24 of an employee who has left the service of the City with  
25 more than ten (10) years of service, but less than twenty  
26 (20) years of service, normal retirement shall be upon the  
27 attainment of age fifty-five (55).  
28

29  
30 3. C. Effective October 1, 1997, the employee  
31 contribution rate shall be 13.72 percent (13.72%) of pay.

32  
33 4. D. Effective October 1, 1999, and based upon  
34 procedures and methods adopted by the Board, as determined  
35 to be proper by the fund's actuaries, benefits currently  
36 payable under this article shall be increased from time to  
37 time. The funds required for the financing of any benefits  
38 under this provision shall be derived solely from the  
39 investment return of fund assets, both realized and  
40 unrealized, as allocable to firefighters and beneficiaries  
41 receiving benefits under the article, and only in such  
42 amount as exceeds the investment return assumed for  
43 purposes of the actuarial valuation of the fund and the  
44 total experience gain under the plan as compared to the  
45 actuarial assumptions. The benefit increase granted in any  
46 one calendar year shall in no event exceed three percent of  
47 the amount being paid immediately prior thereto. Further,

1 any increase granted under this provision shall be  
2 expressed as a percentage of a retiree's current benefit,  
3 and such percentage shall be uniform as respects all  
4 retirees in any given year, except that retirees whose  
5 payments start during a fiscal year shall receive a pro  
6 rata increase reflecting the number of payments received  
7 divided by twelve. The increase shall be calculated for  
8 each year ending September 30, and shall be payable  
9 beginning the following October 1. The implementation of  
10 this paragraph 4"D" shall be subject to prior receipt by  
11 the City of notification from the state that no pre-funding  
12 of this benefit shall be required.

13  
14 If the City is notified by the State that pre-funding is  
15 required, this article shall be re-opened for further  
16 discussion and negotiations.

17  
18 The parties agree to use good faith efforts to amend the  
19 existing City of Lauderhill Firefighters' Retirement System  
20 (the "System") to provide the following:

21  
22 E. Effective October 1, 2000, a Deferred Retirement  
23 Option Plan ("DROP") shall be established and administered  
24 by the Board. A firefighter may enter the DROP as set  
25 forth herein.

26  
27 1. Eligibility.

28  
29 A participant of the City of Lauderhill Firefighters'  
30 Retirement Trust Fund may enter into the DROP on the  
31 first day of the month following the participant's  
32 completion of twenty (20) years of credited service.  
33 The number of months an employee may participate in  
34 the DROP shall be reduced by one month for each month  
35 of eligibility following the completion of twenty (20)  
36 years of credited service during which the employee  
37 does not participate in the DROP.

38  
39 Notwithstanding subsection 8, below, for a period of  
40 ninety (90) days following the adoption of the  
41 Ordinance implementing the DROP, participants who have  
42 completed twenty (20) years or more of credited  
43 service shall have the option to elect DROP  
44 participation ("Initial Eligible Employees"). If that  
45 election is made within the ninety (90) day period,  
46 these Initial Eligible Employees shall be granted a  
47 full three (3) years of DROP participation.

1  
2 Initial Eligible Employees who do not elect  
3 participation within the ninety (90) day window  
4 provided in this Article, may only participate in the  
5 DROP for the number of months remaining between the  
6 first day of the month following the completion of  
7 twenty (20) years of credited service and the maximum  
8 DROP participation period.

9  
10 2. Written Election.

11  
12 A participant electing to participate in the DROP must  
13 complete and execute the proper forms, which shall be  
14 supplied by the Trust Fund, and must resign his/her  
15 employment with the City.

16  
17 3. Limitation/Disqualification for Other Benefits.

18  
19 A participant may participate in the DROP only once.  
20 After commencement of participation in the DROP, the  
21 employee shall no longer earn or accrue additional  
22 vesting credits toward retirement benefits and shall  
23 not be eligible for disability or pre-retirement death  
24 benefits in the City of Lauderhill Firefighters Trust  
25 Fund.

26  
27 4. Cessation of Contributions.

28  
29 Upon the effective date of a participant's  
30 commencement of participation in the DROP, the  
31 participant's contributions to the City of Lauderhill  
32 Firefighters Retirement Trust Fund shall be  
33 discontinued.

34  
35 36 5. Benefit Calculation.

37  
38 For all City of Lauderhill Firefighters Retirement  
39 Trust Fund purposes, the service and vesting credits  
40 of a participant participating in the DROP shall  
41 remain as they existed on the effective date of  
42 commencement of participation in the DROP. The  
43 participant shall not earn or be credited with any  
44 additional vesting credits after beginning DROP  
45 participation. Service and earnings thereafter shall  
46 not be recognized by the City of Lauderhill  
47 Firefighters Retirement Trust Fund or used for the

1 calculation or determination of any benefits payable  
2 by such Trust Fund.  
3

4 The average final compensation of the participant  
5 shall remain as it existed on the effective date of  
6 commencement of participation in the DROP. When the  
7 participant actually terminates employment with the  
8 City, payment for accrued unused leave (vacation,  
9 holiday, etc.) shall be made. Participants must elect  
10 their permanent optional form of benefit at the time  
11 of the applying for the DROP.  
12

13 6. Payments to DROP Account.  
14

15 The monthly retirement benefits, including any future  
16 cost of living increases, that would have been payable  
17 had the member elected to cease employment and receive  
18 a normal retirement benefit shall be deposited in the  
19 participant's DROP account.  
20

21 7. DROP Account Earnings.  
22

23 After each fiscal year quarter, the participant's  
24 deferred retirement option account shall be credited  
25 at a rate of interest equal to the actual rate of  
26 return achieved by the Trust Fund net of investment  
27 and other direct administrative expenses.  
28

29 8. Maximum Participation.  
30

31 A participant may participate in the DROP for a  
32 maximum of thirty-six (36) months. At the conclusion  
33 of the thirty-six (36) months, the employee shall  
34 terminate his/her employment with the City. The  
35 employee may terminate DROP participation by advancing  
36 their resignation from city employment to a date prior  
37 to that submitted by the participant as part of the  
38 DROP application.  
39

40 9. Expenses.  
41

42 There shall be an administrative fee directly charged  
43 for the administration and operation of each member's  
44 DROP account equal to the expense of administering  
45 that employee's account.  
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47 10. Payout.  
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- 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.

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

#### 11. Death.

If a DROP participant dies before the account balance is paid out in full, the participant's designated beneficiary shall have the same rights as the

1 participant to elect and receive the pay-out options  
2 set forth in paragraph 10 above. DROP payments to a  
3 beneficiary shall be in addition to any retirement  
4 benefits payable to the designated beneficiary.  
5 Participants who are or have been DROP participants  
6 are not eligible for pre-retirement death or  
7 disability benefits.  
8

9 F. Effective October 1, 2000, all firefighter retirees  
10 and firefighter designated beneficiaries receiving  
11 benefits on October 1, 2003 or thereafter may be  
12 eligible for an annual health insurance subsidy. Such  
13 health insurance subsidy shall be computed as follows:  
14

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

25 The available actuarial gain for a fiscal year shall  
26 be calculated by the following June 1 and shall be  
27 paid in the following October to the City of  
28 Lauderhill or to the individual firefighter retiree or  
29 firefighter survivor to be utilized per capita to  
30 subsidize up to one year's payments for retiree health  
31 insurance due from each firefighter retiree and  
32 firefighter survivor who receives benefits from the  
33 Trust Fund, which payments shall be equal to the  
34 premium cost for such insurance as provided by the  
35 City of Lauderhill.  
36

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

1  
2 Premium costs shall be determined in accordance with  
3 Section 112.0801, Florida Statutes.  
4  
5 Participants in the DROP shall not receive credit for  
6 such health insurance subsidy.  
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ARTICLE 39  
INTEGRITY OF FIRE DEPARTMENT

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

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

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4       **ARTICLE 40**  
5       **LIGHT DUTY**  
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An employee injured on or off duty who has applied for disability payments or Worker's Compensation Insurance, may be required to work light duty if medically permitted.

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4 **ARTICLE 41**  
5 **SELF-CONTAINED BREATHING APPARATUS**  
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8 The Employer agrees to maintain all Self-Contained  
9 Breathing Apparatus (S.C.B.A.) according to manufacturer's  
10 recommended specifications and certification.

8 All firefighters shall receive individual masks for  
9 S.C.B.A. units.  
10

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4      **ARTICLE 42**  
5      **BILL OF RIGHTS**  
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Both parties agree to follow Sections 112.80 - 112.84,  
Florida Statutes, entitled "Firefighters' Bill of Rights".

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4                   ARTICLE 43  
5                   SMOKING POLICY  
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It is a condition of employment for employees hired after 10/1/88, that a candidate hired not use tobacco products on or off duty during his or her employment with 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

1 done in the manner and using the techniques as mutually  
2 agreed upon by the Union and the City.  
3  
4

5 REQUIRED EXERCISE  
6

7 The following exercises are recommended:  
8

- 9 1) Stretching and flexibility exercises  
10
- 11 2) Walk, jog or run at least one mile or ride the  
12 exercise cycle or do any other agreed upon  
aerobic exercise  
13
- 14 3) Weight training  
15
- 16 4) Cool down/stretching  
17

18 The employee will at some point during the workout reach  
19 60% of his/her target heart rate for at least 15 minutes  
20 during the course of that work out.  
21

22 The City will maintain all equipment in proper and safe  
23 condition.  
24

25 Accurate training records of the time, date and  
26 activity shall be kept by the employee's supervisor to  
27 insure that the program is being conducted properly. All  
28 training records will be inspected by the Wellness  
29 Committee twice yearly to insure uniform and correct  
30 adherence to the intent and goals of the program.  
31

32 All participants will be permitted to use the City's  
33 facilities such as the pools and gyms, at no cost, on their  
34 off duty time.  
35

36 A Wellness Program medical examination will be  
37 performed annually, on-duty by a physician mutually agreed  
38 upon by the Union and City. The cost of the exam shall be  
39 borne by the City and shall not affect the cost of the  
40 employees' medical insurance. If conditions warrant and  
41 the approved physician deems it necessary, additional  
42 testing and care may be suggested and performed at the  
43 employees' option. As a result of the Wellness Program, if  
44 it is found that an employee is not fit for duty because of  
45 a medical or emotional problem, he/she shall be given sick  
46 leave, vacation, disability and other benefit leaves which  
47 he or she is eligible for before adverse personnel action

1 is taken. A mutually agreed upon confidentiality form  
2 signed by the physician either authorizing return to work,  
3 or denying the employee for medical reasons for return to  
4 work or approving return to work with exceptions, will be  
5 used by the doctor to notify the City of the employees exam  
6 results to protect patient/doctor confidentiality. Blood  
7 and urine tests will only be those specified below.

8  
9 Any medical tests performed, in conjunction with the annual  
10 physical, should be mutually agreed upon by both parties.

11  
12 Blood and Urine Tests

13  
14 CBC (Compare Blood Count)

15 CMP (Comprehensive Metabolic Panel, as attached)

16 Cholesterol

17 Triglycerides

18 TSH (Thyroid)

19 Standard Urinalysis (test for urobilinogen, nitrates,  
20 blood, bilirubin, ketones, glucose, protein, PH, specific  
21 gravity, color and appearance)

22  
23 Comprehensive Metabolic Panel

24  
25 A/G Ratio

26 Albumin

27 Alkaline Phosphatase

28 AST (SGOT)

29 BUN

30 BUN/Creatinine Ratio (C)

31 Calcium

32 Carbon Dioxide

33 Chloride

34 Creatinine

35 Globulin (C)

36 Glucose

37 Potassium

38 Sodium

39 Sodium

40 Total Bilirubin

41 Total Protein

42  
43 (C) = Calculated Tests

44

45

46

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

- 7 1) Don a breathing apparatus.
- 8 2) Climb the Aerial Ladder while elevated to 65  
9 feet (at safe recommended climbing angle).
- 10 3) Advance 50 feet of 3 inch hose to the second  
11 floor via the stairs (dry rolled or flaked).
- 12 4) Carry the 1 1/2 inch "HI-RISE" kit to the third  
13 floor via the stairs (10' of 2" hose and 75' of 1  
14 1/2" hose, one gated Y and one 1 1/2 nozzle).
- 15 5) Advance a 1 1/2 pre-connect 100 feet on a flat  
16 surface (advance a dry 1 1/2 on a flat surface).
- 17 6) Swim 50 meters in the pool (any style).
- 18
- 19
- 20
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25 The test will be performed with full bunker gear with the  
26 obvious exception of the swim

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

30 A re-test shall be taken three months after the first in  
31 the event of failure by an employee. If an employee is  
32 unable to pass the physical agility test on his/her second  
33 try, a final third test will be given within the next three  
34 months, or sooner if the employee requests. A medical exam  
35 may be required before any re-test if recommended by the  
36 Doctor. During re-testing, an employee shall continue to  
37 serve on active duty unless medically restricted. At no  
38 time will the initial physical agility test be given  
39 without first receiving the annual medical exam and  
40 authorization by the program's physician (Appendix E). An  
41 on-duty Union Representative shall be permitted to be  
42 present at all tests. The agility test shall not be given  
43 after an emergency response of longer than one hour and at  
44 least one hour rest shall be given upon return from any  
45 response.

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

- 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 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 vacation conversion would be based on the formula 1.2 X 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.

1 9) City shall provide one (1) personal day off per year  
2 for each Fire Inspector.  
3

## ARTICLE 47

### DRUG TESTING

5       1. The City may require any employee to submit to a drug  
6       or alcohol test when it has a reasonable suspicion that the  
7       employee to be tested is under the influence of or using  
8       illegal drugs, narcotics, or alcohol. The term "reasonable  
9       suspicion", for the purposes of this policy, shall be  
10      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.

1  
2 (B) The test shall be performed at a reputable  
3 hospital or laboratory certified by the State of  
4 Florida as a medical laboratory, which complies  
5 with the scientific and technical guidelines for  
6 federal drug testing programs and the standards  
7 for certification of laboratories engaged in  
8 urine drug testing for federal agencies issued by  
9 the Alcohol, Drug Abuse and Mental Health  
10 Administration of the U.S. Department of Health  
11 and Human Services and comply with applicable  
12 Florida Statutes.

13  
14 (C) Urine and/or blood specimens shall be drawn or  
15 collected at a laboratory, hospital, doctor's  
16 office or medical facility. A union  
17 representative shall be allowed to accompany the  
18 employee, if requested, to the test and observe  
19 the collection of the specimen. If the City or  
20 the laboratory requires an observer when the  
21 urine specimen is given, the observer shall be of  
22 the same sex as the employee being tested. All  
23 specimen containers and vials shall be sealed  
24 with evidence tape and labeled in the presence of  
25 the employee and the union representative, if  
26 available.

27  
28 (D) At the time the urine specimen or blood samples  
29 are collected, two samples shall be taken. In  
30 the event that an employee's test results are  
31 positive, a second test using the second sample,  
32 different from the first may be conducted at a  
33 laboratory of the employee's choosing at the  
34 employee's option and expense to verify the  
35 results. If the second test is negative, the  
36 employee will be reimbursed by the City for the  
37 cost of the second test. The failure of the  
38 Union or the employee to have a second test  
39 performed or present the results to the City  
40 shall not be used against the employee as a basis  
41 for discipline and shall not be introduced or  
42 referred to in any arbitration or appeal  
43 proceeding. After considering the results of the  
44 second test, if any, the City may take such  
45 disciplinary action as is appropriate pursuant to  
46 this agreement. Such disciplinary action may  
47 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

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

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

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

(I) Employees who seek voluntary assistance for alcohol and substance abuse through the Employee Assistance Program may not be disciplined for seeking such assistance. Request from employees

1 for such assistance shall remain confidential to  
2 the employees or officers without the employee's  
3 consent. Employees enrolled in substance abuse  
4 programs as outpatients, shall be subject to all  
5 City rules, regulations and job performance  
6 standards.  
7

ARTICLE 48  
INFECTIOUS DISEASES

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

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

30 The City may administer base-line tests for tuberculosis  
31 and Hepatitis A and B to bargaining unit members.  
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5      **ARTICLE 49**  
6      **CAPTAINS**  
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In order to be a Captain he/she shall have passed the current Civil Service test for Captains. The City shall determine the number of Captain positions created and maintained.

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## 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.

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

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

SECTION 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.

SECTION 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.

1  
2                   ARTICLE 52  
3                   TERM OF AGREEMENT  
4

5                   This contract will commence October 1, 2000 and remain in  
6                   effect until September 30, 2003.  
7

8                   All provisions of this Agreement shall be effective as of  
9                   the date of ratification by both parties.  
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6 AGREEMENT  
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10  
11 Agreed to this 22 day of March, 2001, and  
12 between the respective parties through an authorized  
13 representative or representatives of the Union and by the  
14 Manager of the City.

15 ATTEST:

16   
17 Paul Lagala  
18 President, IAFF  
19 LOCAL 3080

20   
21 Robert S. Kleemann  
22 Dist. Vice President II  
23 LOCAL 3080

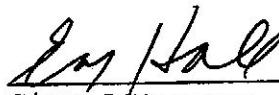
24 ATTEST:

25   
26 Judith Higgins  
27 City Clerk  
28  
29

30   
31 James L. Pennington  
32 City Manager  
33 CITY OF LAUDERHILL  
34

35 Approved as to form:

36   
37 Special Labor Counsel  
38 Richard Jay Weiss  
39  
40

41   
42 City Attorney  
43 Earl Hall  
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4 APPENDIX A  
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8 Northwood College of Business and Management  
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18 100% - Reimbursement  
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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.

100% for Lieutenants Only

1. BUS 232 Human Resource Management.  
2. ENG 220 Business Writing.  
3. ECON 401 Public Policy.  
4. 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.

100% for Lieutenants and Inspectors Only

1. SPC 1024 Introduction to Speech.

1 APPROVED DEGREE PROGRAMS GUIDELINES  
2

3 Northwood College of Business & Management  
4

5 A.S. - Fire Science and Management.  
6 B.S. - Management/Fire Science Management.  
7

8 Broward Community College  
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10 A.S. - Fire Science Technology.  
11 A.S. - Emergency Medical Services Technology.  
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**APPENDIX B**

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1  
2 APPENDIX C  
3 NEW POSITION REQUIREMENTS  
4  
5

6 BATTALION CHIEF  
7  
8  
9

10 - ASSOCIATE DEGREE IN FIRE SCIENCE OR EMERGENCY  
11 MEDICAL SERVICES  
12 - E.M.T.  
13  
14

15 BATTALION CHIEF-4  
16  
17

18 - SAME AS BATTALION CHIEF BUT WITH A BACHELORS DEGREE  
19 IN FIRE SCIENCE  
20  
21

22 BATTALION CHIEF-P  
23  
24

25 - SAME AS BATTALION CHIEF BUT WITH PARAMEDIC  
26  
27

28 BATTALION CHIEF-P4  
29  
30

31 - SAME AS BATTALION CHIEF-P BUT WITH A BACHELORS DEGREE  
32 IN FIRE SCIENCE  
33  
34

35 TRAINEE  
36  
37

38 - NON-CERTIFIED NEW HIRES, OR  
39 - NEW HIRES WITH LESS THAN 6 MONTHS SERVICE  
40  
41

42 FIREFIGHTER  
43  
44

45 - STATE CERTIFIED FIREFIGHTER AND COMPLETED 6 MONTHS  
46 OF SERVICE  
47  
48

49 FIREFIGHTER 1  
50  
51

52 - FIRE OFFICER I (OR FIRE SCIENCE CERTIFICATE)  
53 - AIR PACK TECHNICIAN  
54  
55

56 FIREFIGHTER 2  
57  
58

59 - ASSOCIATES DEGREE IN FIRE SCIENCE  
60 - FIRE OFFICER I (OR CERTIFICATE) + AIR PACK  
61 TECHNICIAN  
62  
63

- ASSOCIATES DEGREE IN FIRE SCIENCE + AIR PACK  
TECHNICIAN

## FIREFIGHTER 3

- ASSOCIATES DEGREE IN FIRE SCIENCE + AIR PACK  
TECHNICIAN

**FIREFIGHTER 4**

- E.M.T.

**FIREFIGHTER 4-F**

- SAME AS FIREFIGHTER 4 BUT WITH PARAMEDIC

## FIREFIGHTER 5

- E.M.T. + FIRE OFFICER I (OR CERTIFICATE)
- E.M.T. + AIR PACK TECHNICIAN

**FIREFIGHTER 5-F**

- SAME AS FIREFIGHTER 5 BUT WITH PARAMEDIC

## **FIREFIGHTER**

- E.M.T. + FIRE OFFICER I + AIR PACK TECHNICIAN
- E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE

**FIREFIGHTER 6-F**

- SAME AS FIREFIGHTER 6 BUT WITH PARAMEDIC

## **FIREFIGHTER**

- E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE + AIR PACK  
TECHNICIAN

**FIREFIGHTER 7-E**

- SAME AS FIREFIGHTER 7 BUT WITH PARAMEDIC

1  
2  
3        DRIVER  
4  
5  
6

- THREE (3) YEARS OF SERVICE IN DEPARTMENT AND HAVE PASSED A CIVIL SERVICE DRIVERS TEST (OR A DEPARTMENTAL DRIVERS TEST IF TAKEN PRIOR TO OCTOBER 1, 1990)

7  
8        DRIVER A  
9

- SAME AS DRIVER, BUT WITH ACTING LIEUTENANT

10  
11        DRIVER 1  
12

- FIRE OFFICER I (OR FIRE SCIENCE CERTIFICATE)
- AIR PACK TECHNICIAN

13  
14        DRIVER 1A  
15

- SAME AS DRIVER I BUT WITH ACTING LIEUTENANT

16  
17        DRIVER 2  
18

- ASSOCIATE DEGREE IN FIRE SCIENCE
- FIRE OFFICER I (OR CERTIFICATE) + AIR PACK TECHNICIAN

19  
20        DRIVER 2A  
21

- SAME AS DRIVER 2 BUT WITH ACTING LIEUTENANT

22  
23        DRIVER 3  
24

- ASSOCIATE DEGREE IN FIRE SCIENCE + AIR PACK TECHNICIAN

25  
26        DRIVER 3A  
27

- SAME AS DRIVER 3 BUT WITH ACTING LIEUTENANT

28  
29        DRIVER 4  
30

- E.M.T.

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34  
35  
36  
37  
38  
DRIVER 4A

- SAME AS DRIVER 4 BUT WITH ACTING LIEUTENANT

DRIVER 4-P

- SAME AS DRIVER 4 BUT WITH PARAMEDIC

DRIVER 4-AP

- SAME AS DRIVER 4A BUT WITH PARAMEDIC

DRIVER 5

- E.M.T. + FIRE OFFICER I (OR CERTIFICATE)
- E.M.T. + AIR PACK TECHNICIAN

DRIVER 5A

- SAME AS DRIVER 5 BUT WITH ACTING LIEUTENANT

DRIVER 5-P

- SAME AS DRIVER 5 BUT WITH PARAMEDIC

DRIVER 5-AP

- SAME AS DRIVER 5A BUT WITH PARAMEDIC

DRIVER 6

- E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE
- E.M.T. + FIRE OFFICER I (OR CERTIFICATE) + AIR PACK TECHNICIAN

DRIVER 6A

- SAME AS DRIVER 6 BUT WITH ACTING LIEUTENANT

DRIVER 6-P

- SAME AS DRIVER 6 BUT WITH PARAMEDIC

DRIVER 6-AP

- SAME AS DRIVER 6A BUT WITH PARAMEDIC

DRIVER 7

- E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE + AIR PACK  
TECHNICIAN

DRIVER 7A

- SAME AS DRIVER 7 BUT WITH ACTING LIEUTENANT

**DRIVER 7-B**

- SAME AS DRIVER 7 BUT WITH PARAMEDIC

DRIVER 7-AP

- SAME AS DRIVER 7A BUT WITH PARAMEDIC

**LIEUTENANT**

- FIRE OFFICER I (NEW LIEUTENANTS ONLY)

LIEUTENANT 2

- ASSOCIATE DEGREE IN FIRE SCIENCE
- ATR PACK TECHNICIAN

LIEUTENANT 4

- E.M.T.
- BACHELORS DEGREE IN FIRE SCIENCE

1 - ASSOCIATE DEGREE IN FIRE SCIENCE + AIR PACK  
2 TECHNICIAN

3 LIEUTENANT 4-P

4 - SAME AS LIEUTENANT 4 BUT WITH PARAMEDIC

5 LIEUTENANT 6

6 - E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE  
7 - E.M.T. + AIR PACK TECHNICIAN  
8 - BACHELORS DEGREE IN FIRE SCIENCE + AIR PACK  
9 TECHNICIAN

10 LIEUTENANT 6-P

11 - SAME AS LIEUTENANT 6 BUT WITH PARAMEDIC

12 LIEUTENANT 8

13 - BACHELORS DEGREE IN FIRE SCIENCE + E.M.T.  
14 - E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE + AIR PACK  
15 TECHNICIAN

16 LIEUTENANT 8-P

17 - SAME AS LIEUTENANT 8 BUT WITH PARAMEDIC

18 LIEUTENANT 10

19 - BACHELORS DEGREE IN FIRE SCIENCE + E.M.T. + AIR PACK  
20 TECHNICIAN

21 LIEUTENANT 10-P

22 - SAME AS LIEUTENANT 10 BUT WITH PARAMEDIC

23 CAPTAIN

24 - FIRE OFFICER I + 24 CREDITS TOWARD FIRE SCIENCE  
25 DEGREE

CAPTAIN 2

- ASSOCIATE DEGREE IN FIRE SCIENCE

CAPTAIN 4

- E.M.T.  
- BACHELORS DEGREE IN FIRE SCIENCE

CAPTAIN 4-P

- SAME AS CAPTAIN 4 BUT WITH PARAMEDIC

CAPTAIN 6

- E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE

CAPTAIN 6-P

- SAME AS CAPTAIN 6 BUT WITH PARAMEDIC

CAPTAIN 8

- BACHELORS DEGREE IN FIRE SCIENCE + E.M.T.

CAPTAIN 8-P

- SAME AS CAPTAIN 8 BUT WITH PARAMEDIC

1  
2  
3 APPENDIX D  
4  
5

6  
7 METRO-BROWARD PROFESSIONAL FIRE FIGHTERS LOCAL 3080  
8  
9

10  
11 REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION  
12

13 Name: \_\_\_\_\_ Employee #: \_\_\_\_\_  
14  
15

16 Employer: \_\_\_\_\_  
17

18 Date: \_\_\_\_\_  
19

20 I hereby authorize the Payroll Department to stop the  
21 payroll deduction of Union dues from my wages to the Metro-  
22 Broward Professional Fire Fighters Local 3080.  
23

24 Employee Signature  
25

26 President or Treasurer Signature  
27

28 METRO-BROWARD PROFESSIONAL FIRE FIGHTERS LOCAL 3080  
29

30 PAYROLL DEDUCTION AUTHORIZATION  
31

32 Name: \_\_\_\_\_ Employee #: \_\_\_\_\_  
33

34 Employer: \_\_\_\_\_  
35

36 Date: \_\_\_\_\_  
37

38 I hereby authorize the Payroll Department to start the  
39 payroll deduction of Union dues from my wages to the Metro-  
40 Broward Professional Fire Fighters Local 3080.  
41

42 Employee Signature  
43

44 President or Treasurer Signature  
45

1  
2  
3  
4 APPENDIX E  
5 MEDICAL RELEASE FORM  
6  
7

8 EMPLOYEE NAME \_\_\_\_\_  
9

10 PHYSICIAN \_\_\_\_\_  
11  
12

13       A. THERE ARE NO SIGNIFICANT ABNORMALITIES.  
14  
15       B. THERE ARE SOME ABNORMALITIES AND THE  
16 INDIVIDUAL HAS BEEN ADVISED ACCORDINGLY.  
17 THESE ABNORMALITIES SHOULD NOT INTERFERE  
18 WITH VIGOROUS PHYSICAL FITNESS ACTIVITIES OR  
19 THE INDIVIDUAL'S JOB PERFORMANCE AS A  
20 FIREFIGHTER.  
21  
22       C. THERE ARE SOME ABNORMALITIES AND THE  
23 INDIVIDUAL HAS BEEN ADVISED ACCORDINGLY.  
24 THESE ABNORMALITIES MAY INTERFERE WITH  
25 VIGOROUS PHYSICAL FITNESS ACTIVITIES OR THE  
26 INDIVIDUAL'S JOB PERFORMANCE AS A  
27 FIREFIGHTER. ADDITIONAL TREATMENT AND  
28 TESTING IS REQUIRED WITHIN FOURTEEN (14)  
29 DAYS, UNLESS AN INDIVIDUAL'S PHYSICIAN  
30 INDICATES THAT MORE TIME IS NEEDED TO  
31 INTERPRET THE RESULTS OF THESE TESTS, AT  
32 WHICH TIME AN EXTENSION MAY BE GRANTED. IF  
33 TREATMENT/TESTING IS NOT COMPLETED, THE  
34 INDIVIDUAL WILL BE AUTOMATICALLY  
35 RECLASSIFIED AS A CATEGORY D OR E.  
36  
37       D. THERE ARE ABNORMALITIES THAT REQUIRE FURTHER  
38 CARE AND THE INDIVIDUAL HAS BEEN ADVISED  
39 ACCORDINGLY. THE INDIVIDUAL SHOULD NOT  
40 ENGAGE IN VIGOROUS PHYSICAL FITNESS  
41 ACTIVITIES AND IS INCAPACITATED FOR DUTY AS  
42 A FIREFIGHTER UNTIL THESE ABNORMALITIES ARE  
43 CORRECTED. THE INDIVIDUAL CAN PERFORM LIGHT  
44 DUTY WITHIN THE FIRE DEPARTMENT UNTIL THESE  
45 ABNORMALITIES ARE CORRECTED.  
46  
47       E. THERE ARE ABNORMALITIES THAT REQUIRE FURTHER  
48 CARE AND THE INDIVIDUAL HAS BEEN ADVISED  
49 ACCORDINGLY. THE INDIVIDUAL SHOULD NOT  
50 ENGAGE IN VIGOROUS PHYSICAL FITNESS  
51 ACTIVITIES AND IS INCAPACITATED FOR DUTY AS

1  
2  
3  
4  
5  
A FIREFIGHTER UNTIL THESE ABNORMALITIES ARE  
CORRECTED.

PHYSICIAN'S NAME  
SIGNATURE

FIRE FIGHTER 10/1/00 THRU 9/30/01

	A	B	C	D	E	F	G	H	I	J	K
TRAINEE	31075										
F.F.	34626	35908	37290	38670	40049	41433	42814	44195	45675	46960	48340
F.F. 1	34871	36285	37652	39056	40449	41846	43241	44638	46032	47429	48824
F.F. 2	35217	36624	38038	39443	40849	42281	43670	45080	46487	47899	49307
F.F. 3	35562	36983	38408	39829	41250	42876	44088	45522	46942	48369	49790
F.F. 4	36255	37715	39170	40618	42087	43521	44971	46424	47872	49326	50777
F.F. 4P	39951	41557	43160	44757	46353	47954	49554	51153	52750	54352	55848
F.F. 5	36615	38078	39545	41009	42472	43938	45404	46870	48333	49801	51265
F.F. 5P	40345	41956	43574	45188	46798	48416	50030	51646	53256	54874	56488
F.F. 6	36983	38441	39922	41400	42875	44357	45838	47316	48792	50273	51752
F.F. 6P	40728	42357	43990	45518	47244	48876	50506	52138	53764	55387	57025
F.F. 7	37311	38804	40298	41790	43281	44775	46288	47762	49253	50750	52242
F.F. 7P	41113	42757	44404	46048	47691	49338	50881	52629	54270	55920	57584

**Battalion Chief**  
**October 1, 2000 thru September 30, 2001**

	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>
<b>BC</b>	<b>62,038</b>	<b>63,899</b>	<b>65,817</b>	<b>67,791</b>
<b>BC4</b>	<b>63,279</b>	<b>65,177</b>	<b>67,133</b>	<b>69,146</b>
<b>BCP</b>	<b>68,359</b>	<b>70,409</b>	<b>72,522</b>	<b>74,698</b>
<b>BC4P</b>	<b>69,726</b>	<b>71,818</b>	<b>73,972</b>	<b>76,192</b>

## DRIVER/ENGINEER 10/1/00 THRU 9/30/01

	D	E	F	G	H	I	J	K
DR	40822	42281	43741	45198	46660	48117	49573	51036
DR A	42884	44418	45950	47482	49018	50548	52079	53615
DR 1	41230	42704	44178	45651	47127	48598	50069	51546
DR 1A	43313	44862	46409	47957	49508	51053	52600	54152
DR 2	41639	42028	44616	46102	47592	49080	50566	52056
DR 2A	43272	45305	46869	48432	49988	51560	53119	54688
DR 3	42047	43550	45054	46554	48059	49561	51061	52567
DR 3A	44171	45751	47328	48907	50488	52065	53641	55223
DR 4	42879	44411	45946	47499	49012	50542	52073	53609
DR 4A	45045	46655	48268	49871	51488	53098	54704	56317
DR 4-P	47248	48937	50625	52313	54004	55691	57376	59071
DR 4A-P	49635	51409	53185	54956	56734	58505	60276	62053
DR 5	43291	44839	46387	47934	49483	51028	52573	54124
DR 5A	45480	47104	48731	50355	51984	53605	55229	56860
DR 5-P	47702	49407	51113	52817	54524	56227	57931	59638
DR 5A-P	50113	51904	53695	55485	57278	59067	60856	62652
DR 6	43704	45266	46830	48389	49953	51515	53075	54639
DR 6A	45912	47554	49195	50834	52479	54116	55755	57400
DR 6-P	48156	49878	51600	53318	55043	56762	58478	60207
DR 6A-P	50590	52397	54207	56012	57825	59630	61435	63247
DR 7	44116	45692	47271	48846	50424	52000	53574	55158
DR 7A	46344	48001	49658	51313	52973	54628	56281	57940
DR 7-P	48612	50348	52086	53822	55562	57298	59032	60773
DR 7A-P	51067	52892	54718	56541	58369	60194	62014	63845

## OFFICERS 10/1/00 THRU 9/30/01

	F	G	H	I	J	K
LT	49745	51402	53061	54718	56375	58032
LT 2	50740	52430	54122	55813	57503	59193
LT 4	52252	53993	55735	57475	59217	60959
LT 4P	57575	59492	61414	63332	65248	67168
LT 6	53257	55031	56806	58581	60357	62131
LT 6P	58682	60637	62595	64549	66504	68460
LT 8	54261	56069	57879	59686	61494	63303
LT 8P	59789	61781	63774	65766	67759	69751
LT 10	55266	57107	58851	60792	62633	64474
LT 10P	60896	62925	64956	66986	69014	71043
CAPT	52259	53999	55742	57484	59224	60966
CAPT 2	53303	55079	56856	58633	60409	62184
CAPT 4	54892	56720	58551	60380	62209	64038
CAPT 4P	60483	62497	64516	66533	68545	70564
CAPT 6	55948	57811	59677	61542	63405	65269
CAPT 6P	61648	63701	65757	67811	69864	71919
CAPT 8	57003	58902	60803	62702	64602	66501
CAPT 8P	62810	64902	66997	69089	71182	73277

