

LAUDERHILL FIRE-RESCUE

IAFF LOCAL 3080

CBA

2000-2003



Resolution

CURRAN

COLLECTIVE BARGAINING AGREEMENT

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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33
34
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36
37
38
39
40
41
42
43
44
45

TABLE OF CONTENTS

<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>	AGREEMENT		2
<u>5</u>	ARTICLE 1 NON-DISCRIMINATION		3
<u>6</u>	ARTICLE 2 UNION RECOGNITION		4
<u>7</u>	ARTICLE 3 DUES CHECK-OFF		5
<u>8</u>	ARTICLE 4 PROHIBITION OF STRIKES		6
<u>9</u>	ARTICLE 5 MANAGEMENT RIGHTS		7
<u>10</u>	ARTICLE 6 UNION STEWARDS AND REPRESENTATIVES		8
<u>11</u>	ARTICLE 7 SENIORITY		10
<u>12</u>	ARTICLE 8 GRIEVANCE PROCEDURE		12
<u>13</u>	ARTICLE 9 DISCIPLINE		15
<u>14</u>	ARTICLE 10 BULLETIN BOARDS		16
<u>15</u>	ARTICLE 11 JURY DUTY AND WITNESS PAY		17
<u>16</u>	ARTICLE 12 PROMOTION		18
<u>17</u>	ARTICLE 13 LAYOFF		19
<u>18</u>	ARTICLE 14 SHIFT EXCHANGE		20
<u>19</u>	ARTICLE 15 TIME POOL		21
<u>20</u>	ARTICLE 16 WORKING OUT OF CLASSIFICATION		22
<u>21</u>	ARTICLE 17 CALL BACK PAY		23
<u>22</u>	ARTICLE 18 SICK LEAVE		24
<u>23</u>	ARTICLE 19 HOLIDAYS		26
<u>24</u>	ARTICLE 20 VACATION		27
<u>25</u>	ARTICLE 21 EDUCATION		28
<u>26</u>	ARTICLE 22 FUNERAL LEAVE		31

<u>1</u>	ARTICLE 23	TRAINING LIBRARY.....	32
<u>2</u>	ARTICLE 24	UNIFORMS - LIFE SUPPORT EQUIPMENT.....	33
<u>3</u>	ARTICLE 25	SAFETY AND HEALTH.....	34
<u>4</u>	ARTICLE 26	LEAVE OF ABSENCE.....	35
<u>5</u>	ARTICLE 27	INSURANCE.....	36
<u>6</u>	ARTICLE 28	HOURS.....	37
<u>7</u>	ARTICLE 29	ENVIRONMENTAL CONDITIONS.....	38
<u>8</u>	ARTICLE 30	ON THE JOB INJURY.....	39
<u>9</u>	ARTICLE 31	WAGES.....	40
<u>10</u>	ARTICLE 32	LONGEVITY.....	41
<u>11</u>	ARTICLE 33	OVERTIME.....	42
<u>12</u>	ARTICLE 34	DRIVERS.....	43
<u>13</u>	ARTICLE 35	SEVERABILITY.....	44
<u>14</u>	ARTICLE 36	PROBATIONARY PERIOD.....	45
<u>15</u>	ARTICLE 37	PERSONAL LIABILITY PROTECTION.....	46
<u>16</u>	ARTICLE 38	PENSION AND RETIREMENT.....	47
<u>17</u>	ARTICLE 39	INTEGRITY OF FIRE DEPARTMENT.....	54
<u>18</u>	ARTICLE 40	LIGHT DUTY.....	55
<u>19</u>	ARTICLE 41	SELF-CONTAINED BREATHING APPARATUS.....	56
<u>20</u>	ARTICLE 42	BILL OF RIGHTS.....	57
<u>21</u>	ARTICLE 43	SMOKING POLICY.....	58
<u>22</u>	ARTICLE 44	WELLNESS PROGRAM.....	59
<u>23</u>	ARTICLE 45	INSPECTOR/FIRE FIGHTER.....	64
<u>24</u>	ARTICLE 46	INSPECTOR LIEUTENANT.....	65
<u>25</u>	ARTICLE 47	DRUG TESTING.....	67

<u>1</u>	ARTICLE 48	INFECTIOUS DISEASES.....	71
<u>2</u>	ARTICLE 49	CAPTAINS.....	72
<u>3</u>	ARTICLE 50	OUTSIDE ACTIVITIES.....	73
<u>4</u>	ARTICLE 51	CIVIL SERVICE RULES.....	74
<u>5</u>	ARTICLE 52	TERM OF AGREEMENT.....	75
<u>6</u>	APPENDIX A	COURSES.....	77
<u>7</u>	APPENDIX B	WAGES.....	79
<u>8</u>	APPENDIX C	NEW POSITION REQUIREMENTS.....	80
<u>9</u>	APPENDIX D	DUES DEDUCTION FORM.....	87
<u>10</u>	APPENDIX E	MEDICAL RELEASE FORM.....	88

11

1 ARTICLE INDEX

2

3

4 ARTICLE

PAGE

5

6

BILL OF RIGHTS

ARTICLE 42 57

BULLETIN BOARDS

ARTICLE 10 16

CALL BACK PAY

ARTICLE 17 23

CAPTAINS

ARTICLE 49 72

CIVIL SERVICE RULES

ARTICLE 51 74

DISCIPLINE

ARTICLE 9 15

DRIVERS

ARTICLE 34 43

DRUG TESTING

ARTICLE 47 67

DUES CHECK-OFF

ARTICLE 3 5

EDUCATION

ARTICLE 21 23

ENVIRONMENTAL CONDITIONS

ARTICLE 29 38

FUNERAL LEAVE

ARTICLE 22 31

GRIEVANCE PROCEDURE

ARTICLE 8 12

HOLIDAYS

ARTICLE 19 26

HOURS	
ARTICLE 28	37
INFECTIOUS DISEASES	
ARTICLE 48	71
INSPECTOR LIEUTENANT	
ARTICLE 46	65
INSPECTOR/FIRE FIGHTER	
ARTICLE 45	64
INSURANCE	
ARTICLE 27	36
INTEGRITY OF FIRE DEPARTMENT	
ARTICLE 39	54
JURY DUTY AND WITNESS PAY	
ARTICLE 11	17
LAYOFF	
ARTICLE 13	19
LEAVE OF ABSENCE	
ARTICLE 26	35
LIGHT DUTY	
ARTICLE 40	55
LONGEVITY	
ARTICLE 32	41
MANAGEMENT RIGHTS	
ARTICLE 5	7
NON-DISCRIMINATION	
ARTICLE 1	3
ON THE JOB INJURY	
ARTICLE 30	39
OUTSIDE ACTIVITIES	
ARTICLE 50	73
OVERTIME	
ARTICLE 33	42

PENSION AND RETIREMENT	
ARTICLE 38	47
PERSONAL LIABILITY PROTECTION	
ARTICLE 37	46
PROBATIONARY PERIOD	
ARTICLE 36	45
PROHIBITION OF STRIKES	
ARTICLE 4	6
PROMOTION	
ARTICLE 12	18
SAFETY AND HEALTH	
ARTICLE 25	34
SELF-CONTAINED BREATHING APPARATUS	
ARTICLE 41	56
SENIORITY	
ARTICLE 7	10
SEVERABILITY	
ARTICLE 35	44
SHIFT EXCHANGE	
ARTICLE 14	20
SICK LEAVE	
ARTICLE 18	24
SMOKING POLICY	
ARTICLE 43	58
TERM OF AGREEMENT	
ARTICLE 52	75
TIME POOL	
ARTICLE 15	21
TRAINING LIBRARY	
ARTICLE 23	32

UNIFORMS - LIFE SUPPORT EQUIPMENT

ARTICLE 24 33

UNION RECOGNITION

ARTICLE 2 4

UNION STEWARDS AND REPRESENTATIVES

ARTICLE 6 8

VACATION

ARTICLE 20 27

WAGES

ARTICLE 31 40

WELLNESS PROGRAM

ARTICLE 44 59

WORKING OUT OF CLASSIFICATION

ARTICLE 16 22

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2
3
4 AGREEMENT

5 This agreement entered by and between the City of
6 Lauderdale, 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

12 WHEREAS, this agreement reduces to writing the
13 understandings of the Employer and the Union to comply with
14 the requirements contained in Chapter 447, Florida
15 Statutes, as amended; and
16

17 WHEREAS, this agreement is entered into to promote a
18 harmonious relationship between the Union and the Employer
19 and to encourage more effective employee service in the
20 public interest; and,
21

22 WHEREAS, the Union understands that the Employer is
23 engaged in furnishing essential public service which
24 affects health, safety and welfare of the general public
25 and the Union recognizes the need to provide continuous and
26 reliable service to the public.
27

ARTICLE 1
NON-DISCRIMINATION

1
2
3
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

1
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3
4 In accordance with the Public Employee Relations Commission
5 Certification Numbers 840 and 844, the Employer recognizes
6 the Union as the exclusive bargaining agent to represent
7 all Fire Fighters, Inspector/Fire Fighters, Drivers,
8 Lieutenants, Captains and Battalion Chiefs employed by the
9 City of Lauderhill, for the purpose of Collective
10 Bargaining with respect to wages, hours, terms and
11 conditions of employment.

12
13 Union members shall be permitted to wear small union pins
14 on their uniform shirts.
15

ARTICLE 3
DUES CHECK-OFF

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

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

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

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

ARTICLE 4
PROHIBITION OF STRIKES

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

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

26
27 Right of Discipline: The City has the right to discipline
28 or discharge an employee who instigates, participates in or
29 gives leadership to any strike, work stoppage, boycott,
30 non-informational picketing, or slowdown or any curtailment
31 of work or restriction of service or interference with the
32 City.

33
34 Union Response: The union agrees that in any event of any
35 strike, work stoppage, non-informational picketing, or
36 interference with the operation of the City, a responsible
37 Official of the Union shall promptly and publicly disavow
38 such strike and work stoppage and order the employees
39 engaged in such activity to return to work.
40

ARTICLE 5
MANAGEMENT RIGHTS

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3
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.

16
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.
21

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

ARTICLE 7
SENIORITY

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

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

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

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

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

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

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

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

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

Seniority shall be broken when an employee:

- A. Terminates voluntarily
- 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.
46

ARTICLE 9
DISCIPLINE

1
2
3
4 A non-probationary employee shall not be disciplined except
5 for just cause. A written statement indicating charges and
6 reasons for such action shall be presented to him/her
7 first.

8
9 Employees shall receive copies of all documents filed in
10 their personnel file. Employees shall have the right to
11 Union representation at all meetings concerning discipline
12 or discharge. At the employee's request, vacation time may
13 be used in lieu of suspension.

14
15 Disciplinary action taken will be fair and uniform with
16 other such action taken by the Department under the same
17 circumstances with consideration also being given to the
18 employee's past employment record.
19

ARTICLE 10
BULLETIN BOARDS

1
2
3
4 The Union shall be authorized partial use of the suitable
5 bulletin boards, at locations designated by the Employer.
6 The Union may at its own expense, provide a bulletin board
7 at standard size for its own exclusive use in keeping with
8 the decor of the working location.

9
10 The Union agrees that it shall only use space on bulletin
11 boards described above for the following purposes:

- 12
13 1. Notice of Union meeting
14 2. Union elections
15 3. Reports of Union Committees
16 4. Recreation and Social Affairs of the Union

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

22
23 The posting of any materials, notice of announcement, which
24 violates the provisions of this section shall entitle the
25 Employer to cancel the provisions of this section and the
26 use of the aforesaid bulletin boards.

27
28 All costs incidental to preparation and posting of Union
29 material shall be at the expense of the Union. The Union
30 is responsible for posting and removing approved material
31 from bulletin boards in orderly fashion.
32

ARTICLE 11
JURY DUTY AND WITNESS PAY

1
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4 Employees shall be granted time off without loss to
5 straight time pay for reporting for jury duty upon
6 presentation to their supervisor of satisfactory evidence
7 relating to jury duty. Fees paid by the court shall be
8 turned over to the City excluding meals, parking and
9 transportation costs. Upon receipt of a check from the
10 court, an Employee shall endorse the check to the City and
11 deliver the check to the City's Finance Department.

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

17
18 Employees who have been subpoenaed to testify at a
19 deposition trial, administrative hearing or arbitration
20 hearing related to their duties as a City employee, shall
21 if off duty, be paid straight time at a minimum of 2 hours
22 of his/her base salary.
23

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

1
2
3
4 In the event of a layoff for any reason, employees shall be
5 laid off according to departmental seniority.

6
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.

18
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.

22
23 Employees shall receive 30 days notice prior to a layoff.
24

ARTICLE 14
SHIFT EXCHANGE

1
2
3
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.

20
21 Shift exchange shall not result in acting out of
22 classification pay. Overtime shall not be paid for shift
23 exchange.
24

ARTICLE 15

TIME POOL

1
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3
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

1
2
3
4 Bargaining unit members who are assigned to perform the
5 duties of a higher classification not included in the
6 City's pay plan shall receive a 7.5% increase added to
7 their base salary for time actually worked in the higher
8 classification.

9
10 Employees are only eligible to work out of classification
11 in a higher classification or in an acting position if they
12 have passed the current Civil Service test for that
13 classification.

14
15 If employees eligible to work out of classification are not
16 on duty, employees of the rank to be filled shall be called
17 in on overtime.
18
19

ARTICLE 17
CALL BACK PAY

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

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

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3
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.
26

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 departments operations.

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

Battalion Chiefs shall accrue vacation as follows:

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

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

ARTICLE 21
EDUCATION

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

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

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

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

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

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

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

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

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

6 I. In April of each year, employees shall submit
7 requests for courses to be taken during the following
8 fiscal year and reimbursed pursuant to this Article. If
9 such requests are granted by the City and money is placed
10 in the City budget for such courses, an employee not
11 enrolling in the budgeted course, must submit a written
12 explanation to the City as to why the course was not taken.
13

14 J. Appendix A to this contract contains a list of
15 courses agreed to by the parties as qualifying for
16 reimbursement pursuant to Paragraph A of this Article and a
17 list of degree programs which qualify for reimbursement
18 pursuant to Paragraph B of this Article. The City and the
19 Union agree that college curriculums change from time to
20 time and the City agrees to review such college curriculum
21 changes to determine eligibility for reimbursement under
22 this Article. It is understood that Appendix A is only to
23 be used as a guideline and shall not restrict employees
24 rights to request reimbursement for courses pursuant to
25 paragraphs A and B which are not listed on Appendix A.
26

27 K. Funds for education to be reimbursed pursuant to
28 this Article 21 shall be budgeted separately from funds to
29 be used for employee seminars. Individual requests by
30 employees for attending such seminars will be reviewed by
31 the department in accordance with past practice.
32

33 L. The parties hereby agree that the past practice
34 of allowing employees to attend approved college courses or
35 classes during on-duty hours is discontinued. Employees
36 wishing to attend approved college courses or classes
37 during on-duty hours may do so with the approval of the
38 Fire Chief or his designee. Such approval may be granted
39 if the granting of such approval will not reduce staffing
40 below minimum levels established by the department on the
41 Staffing Logic Chart ("Minimum Staffing"). If initial
42 approval is denied because staffing would fall below
43 Minimum Staffing, an employee may, at the discretion of the
44 Chief or his designee, still be permitted to attend class
45 (1) with an approved shift exchange and (2) if their stand-
46 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

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

8
9 The immediate family as cited above shall be defined as
10 father, mother, spouse, children, brother, sister, and
11 grandparents.
12

ARTICLE 23
TRAINING LIBRARY

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

ARTICLE 24
UNIFORMS - LIFE SUPPORT EQUIPMENT

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

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

18
19 All life support equipment shall be maintained by the
20 Employer, to insure the highest level of safety standard
21 possible.
22

ARTICLE 25
SAFETY AND HEALTH

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

ARTICLE 26
LEAVE OF ABSENCE

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

12
13 An employee who is on a duly authorized paid leave of
14 absence shall continue all benefits as provided in this
15 Agreement.
16

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.

ARTICLE 28
HOURS

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

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

ARTICLE 29
ENVIRONMENTAL CONDITIONS

1
2
3
4 The City will provide living facilities that are adequate,
5 clean, and in good condition.

6
7 Any problems or concerns with environmental conditions
8 shall be reported through the department's chain of command
9 structure.
10

ARTICLE 30
ON THE JOB INJURY

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2
3
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.
23

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.

ARTICLE 32
LONGEVITY

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

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

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

New hirees after 10/1/88 shall not be eligible for longevity participation.

ARTICLE 33
OVERTIME

1
2
3
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.
12

13 Before working overtime, employees must have worked prior
14 scheduled shift unless deemed necessary by the Department
15 Head.
16

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.
22

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.
28

ARTICLE 34
DRIVERS

1
2
3
4 Fire department "Combat Vehicles" shall only be driven to
5 emergency scenes by employees who are drivers.

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

14
15 For the purpose of this Article, "Combat Vehicles" shall
16 mean fire engines and ladder trucks.
17
18

ARTICLE 35
SEVERABILITY

1
2
3
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

1
2
3
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.
15

ARTICLE 37
PERSONAL LIABILITY PROTECTION

1
2
3
4 The City of Lauderdale agrees to purchase and maintain
5 continuous coverage of insurance up to the limits of its
6 personal liability protection for each employee covered by
7 this Agreement for personal liability arising out of any
8 act or omission of act in the course of employment unless
9 the employee acted in bad faith, with malice or with wanton
10 and willful disregard of human rights, safety and property.
11

ARTICLE 38
PENSION AND RETIREMENT

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

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

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

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

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

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

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.

46
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.

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.

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

Participants in the DROP shall not receive credit for such health insurance subsidy.

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.

ARTICLE 40
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.

ARTICLE 41
SELF-CONTAINED BREATHING APPARATUS

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4 The Employer agrees to maintain all Self-Contained
5 Breathing Apparatus (S.C.B.A.) according to manufacturer's
6 recommended specifications and certification.
7

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

ARTICLE 42
BILL OF RIGHTS

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

ARTICLE 43
SMOKING POLICY

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4 It is a condition of employment for employees hired after
5 10/1/88, that a candidate hired not use tobacco products on
6 or off duty during his or her employment with the City Fire
7 Department.
8

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 REQUIRED EXERCISE

5
6 The following exercises are recommended:

- 7
8 1) Stretching and flexibility exercises
9
10 2) Walk, jog or run at least one mile or ride the
11 exercise cycle or do any other agreed upon
12 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
20 Standard Urinalysis (test for urobilinogen, nitrates,
21 blood, bilirubin, ketones, glucose, protein, PH, specific
22 gravity, color and appearance)

23
24 Comprehensive Metabolic Panel

25
26 A/G Ratio
27 Albumin
28 Alkaline Phosphatase
29 AST (SGOT)
30 BUN
31 BUN/Creatinine Ratio (C)
32 Calcium
33 Carbon Dioxide
34 Chloride
35 Creatinine
36 Globulin (C)
37 Glucose
38 Potassium
39 Sodium
40 Sodium
41 Total Bilirubin
42 Total Protein

43
44 (C) = Calculated Tests
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
8 1) Don a breathing apparatus.
- 9
10 2) Climb the Aerial Ladder while elevated to 65
11 feet (at safe recommended climbing angle).
- 12
13 3) Advance 50 feet of 3 inch hose to the second
14 floor via the stairs (dry rolled or flaked).
- 15
16 4) Carry the 1 1/2 inch "HI-RISE" kit to the third
17 floor via the stairs (10' of 2" hose and 75' of 1
18 1/2" hose, one gated Y and one 1 1/2 nozzle).
- 19
20 5) Advance a 1 1/2 pre-connect 100 feet on a flat
21 surface (advance a dry 1 1/2 on a flat surface).
- 22
23 6) Swim 50 meters in the pool (any style).

24
25 The test will be performed with full bunker gear with the
26 obvious exception of the swim

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

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

1
2 An employee shall be entitled to postpone the agility test
3 with just cause. At least 72 hours advance written notice
4 shall be given to the Union and each employee before the
5 agility test is given.
6

ARTICLE 45
INSPECTOR/FIRE FIGHTER

1. A Fire Inspector shall be responsible for carrying out assigned inspections and tasks in the field of fire prevention.
2. The Inspector/Fire Fighter shall receive an additional 8% on his/her current Firefighter or Driver base pay.
3. Normal work schedule shall consist of a 40 hour work week (10 hour day during the day light hours, Monday through Saturday) except during approved leave.
4. Vacation benefits shall be as follows:

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

All vacation time and sick time earned on shift work and unused when the employee transfers to the day shift shall be converted equitably based on the formula $.833 \times$ the number of hours earned on shift work. It is understood that should the day inspector later transfer back to shift work, that this conversion would be based on the formula $1.2 \times$ hours accrued.
5. Funeral Leave - The daytime inspector shall be eligible for up to 40 hours funeral leave.
6. It is understood that the inspector would not be scheduled for shift work or combat duties except for training purposes or in the event of an emergency.
7. City shall pay for any educational expense the City considers necessary for inspector certification and its Continuing Education Credit requirements.
8. The City shall provide one (1) personal day off per year for each Fire Inspector.
9. All other benefits awarded to the Fire Fighter in the IAFF Collective Bargaining Agreement will continue to be in effect unless amended herein this Article.

ARTICLE 46
INSPECTOR LIEUTENANT

- 1) The Fire Inspector/Lieutenant pay scale shall be 8% above the Lieutenant pay scale.
- 2) Normal work schedule shall consist of a 40 hour work week (10 hour day during the day light hours, Monday through Saturday) except during approved leave.
- 3) Vacation benefits shall be as follows.

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

All vacation time and sick time earned on shift work and unused when the employee transfers to the day shift shall be converted equitably based on the formula $.833 \times$ the number of hours earned on shift work. It is understood that should the day inspector later transfer back to shift work, that this vacation conversion would be based on the formula $1.2 \times$ hours accrued.
- 4) Funeral Leave - The daytime inspector shall be eligible for up to 40 hours funeral leave.
- 5) It is understood that the inspector would not be scheduled for shift work or combat duties except for training purposes or in the event of an emergency.
- 6) City shall pay for any educational expense necessary for inspector certification.
- 7) The Lieutenant's promotional exam will be broken into two lists, one for Lieutenant and one for Lieutenant Fire Inspector. An employee may choose to be on one or both lists. Placement on a list will be based on test scores.
- 8) All other benefits awarded to the Fire Lieutenants in the IAFF Collective Bargaining Agreement will continue to be in effect unless amended herein this Article.

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

ARTICLE 47
DRUG TESTING

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

- (A) Aberrant or unusual on-duty behavior of an employee.
- (B) Behavior which is a recognized and accepted symptom(s) of intoxication or impairment caused by controlled substances.
- (c) The behavior is not reasonably explained as resulting from causes other than the use of controlled substances.

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

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

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

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

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

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

ARTICLE 48
INFECTIOUS DISEASES

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

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

30
31 The City may administer base-line tests for tuberculosis
32 and Hepatitis A and B to bargaining unit members.
33

ARTICLE 49
CAPTAINS

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5 In order to be a Captain he/she shall have passed the
6 current Civil Service test for Captains. The City shall
7 determine the number of Captain positions created and
8 maintained.
9

ARTICLE 50
OUTSIDE ACTIVITIES

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4 Employees may not participate in Outside Activities which
5 will pose a recurring conflict between his/her private
6 interests and his/her public duties, would violate state
7 law or which would impede the full and faithful discharge
8 of his/her public duties.
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ARTICLE 51
CIVIL SERVICE RULES

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

6
7 SECTION 2. Notwithstanding anything in the Civil
8 Service Ordinance or Resolution to the contrary:

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

13
14 B. The "Rule of Three Scores" shall apply to
15 promotional vacancies.

16
17 SECTION 3. In the event of any conflict between the
18 terms of this Agreement and any provision in any Civil
19 Service Ordinance or Resolution, the terms of this
20 Agreement shall prevail.
21

ARTICLE 52
TERM OF AGREEMENT

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

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

AGREEMENT

Agreed to this 22 day of March, 2001, and
between the respective parties through an authorized
representative or representatives of the Union and by the
Manager of the City.

ATTEST:



Paul Lagala
President, IAFF
LOCAL 3080

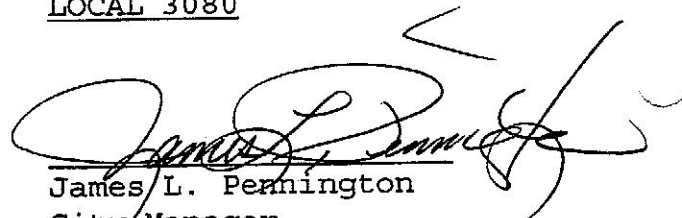


Robert S. Klemann
Dist. Vice President II
LOCAL 3080

ATTEST:



City Clerk

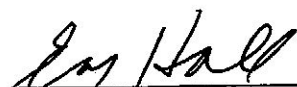


James L. Pennington
City Manager
CITY OF LAUDERHILL

Approved as to form:



Special Labor Counsel
Richard Jay Weiss



City Attorney
Earl Hall

APPENDIX A

Northwood College of Business and Management

100% - Reimbursement

1. All FSFC and FFP courses.
2. BUS 311 if taken on campus only.
3. BUS 312 if taken on campus only.
4. MATH 333 if taken on campus only.
5. BUS 240 Public Relations.
6. CSM 101 Introduction to Computers.
7. BUS 479 Seminar I - if fire related, must submit syllabus.
8. BUS 480 Seminar II - if fire related, must submit syllabus.

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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APPENDIX C
NEW POSITION REQUIREMENTS

BATTALION CHIEF

- ASSOCIATE DEGREE IN FIRE SCIENCE OR EMERGENCY MEDICAL SERVICES
- E.M.T.

BATTALION CHIEF-4

- SAME AS BATTALION CHIEF BUT WITH A BACHELORS DEGREE IN FIRE SCIENCE

BATTALION CHIEF-P

- SAME AS BATTALION CHIEF BUT WITH PARAMEDIC

BATTALION CHIEF-P4

- SAME AS BATALION CHIEF-P BUT WITH A BACHELORS DEGREE IN FIRE SCIENCE

TRAINEE

- NON-CERTIFIED NEW HIRES, OR
- NEW HIRES WITH LESS THAN 6 MONTHS SERVICE

FIREFIGHTER

- STATE CERTIFIED FIREFIGHTER AND COMPLETED 6 MONTHS OF SERVICE

FIREFIGHTER 1

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

FIREFIGHTER 2

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

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FIREFIGHTER 3

- ASSOCIATES DEGREE IN FIRE SCIENCE + AIR PACK TECHNICIAN

FIREFIGHTER 4

- E.M.T.

FIREFIGHTER 4-P

- 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-P

- SAME AS FIREFIGHTER 5 BUT WITH PARAMEDIC

FIREFIGHTER 6

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

FIREFIGHTER 6-P

- SAME AS FIREFIGHTER 6 BUT WITH PARAMEDIC

FIREFIGHTER 7

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

FIREFIGHTER 7-P

- SAME AS FIREFIGHTER 7 BUT WITH PARAMEDIC

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DRIVER

- 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)

DRIVER A

- SAME AS DRIVER, BUT WITH ACTING LIEUTENANT

DRIVER 1

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

DRIVER 1A

- SAME AS DRIVER I BUT WITH ACTING LIEUTENANT

DRIVER 2

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

DRIVER 2A

- SAME AS DRIVER 2 BUT WITH ACTING LIEUTENANT

DRIVER 3

- ASSOCIATE DEGREE IN FIRE SCIENCE + AIR PACK TECHNICIAN

DRIVER 3A

- SAME AS DRIVER 3 BUT WITH ACTING LIEUTENANT

DRIVER 4

- E.M.T.

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

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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-P

- 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
- AIR PACK TECHNICIAN

LIEUTENANT 4

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

- 1 - ASSOCIATE DEGREE IN FIRE SCIENCE + AIR PACK
2 TECHNICIAN
3
4

LIEUTENANT 4-P

- 5
6 - SAME AS LIEUTENANT 4 BUT WITH PARAMEDIC
7
8

LIEUTENANT 6

- 9
10 - E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE
11 - E.M.T. + AIR PACK TECHNICIAN
12 - BACHELORS DEGREE IN FIRE SCIENCE + AIR PACK
13 TECHNICIAN
14

LIEUTENANT 6-P

- 15
16
17 - SAME AS LIEUTENANT 6 BUT WITH PARAMEDIC
18
19

LIEUTENANT 8

- 20
21 - BACHELORS DEGREE IN FIRE SCIENCE + E.M.T.
22 - E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE + AIR PACK
23 TECHNICIAN
24

LIEUTENANT 8-P

- 25
26
27 - SAME AS LIEUTENANT 8 BUT WITH PARAMEDIC
28

LIEUTENANT 10

- 29
30
31 - BACHELORS DEGREE IN FIRE SCIENCE + E.M.T. + AIR PACK
32 TECHNICIAN
33

LIEUTENANT 10-P

- 34
35
36 - SAME AS LIEUTENANT 10 BUT WITH PARAMEDIC
37

CAPTAIN

- 38
39
40 - FIRE OFFICER I + 24 CREDITS TOWARD FIRE SCIENCE
41 DEGREE
42
43

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

APPENDIX D

METRO-BROWARD PROFESSIONAL FIRE FIGHTERS LOCAL 3080

REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION

Name: _____ Employee #: _____

Employer: _____

Date: _____

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

Employee Signature

President or Treasurer Signature

METRO-BROWARD PROFESSIONAL FIRE FIGHTERS LOCAL 3080

PAYROLL DEDUCTION AUTHORIZATION

Name: _____ Employee #: _____

Employer: _____

Date: _____

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

Employee Signature

President or Treasurer Signature

APPENDIX E
MEDICAL RELEASE FORM

EMPLOYEE NAME _____

PHYSICIAN _____

A. THERE ARE NO SIGNIFICANT ABNORMALITIES.

B. THERE ARE SOME ABNORMALITIES AND THE INDIVIDUAL HAS BEEN ADVISED ACCORDINGLY. THESE ABNORMALITIES SHOULD NOT INTERFERE WITH VIGOROUS PHYSICAL FITNESS ACTIVITIES OR THE INDIVIDUAL'S JOB PERFORMANCE AS A FIREFIGHTER.

C. THERE ARE SOME ABNORMALITIES AND THE INDIVIDUAL HAS BEEN ADVISED ACCORDINGLY. THESE ABNORMALITIES MAY INTERFERE WITH VIGOROUS PHYSICAL FITNESS ACTIVITIES OR THE INDIVIDUAL'S JOB PERFORMANCE AS A FIREFIGHTER. ADDITIONAL TREATMENT AND TESTING IS REQUIRED WITHIN FOURTEEN (14) DAYS, UNLESS AN INDIVIDUAL'S PHYSICIAN INDICATES THAT MORE TIME IS NEEDED TO INTERPRET THE RESULTS OF THESE TESTS, AT WHICH TIME AN EXTENSION MAY BE GRANTED. IF TREATMENT/TESTING IS NOT COMPLETED, THE INDIVIDUAL WILL BE AUTOMATICALLY RECLASSIFIED AS A CATEGORY D OR E.

D. THERE ARE ABNORMALITIES THAT REQUIRE FURTHER CARE AND THE INDIVIDUAL HAS BEEN ADVISED ACCORDINGLY. THE INDIVIDUAL SHOULD NOT ENGAGE IN VIGOROUS PHYSICAL FITNESS ACTIVITIES AND IS INCAPACITATED FOR DUTY AS A FIREFIGHTER UNTIL THESE ABNORMALITIES ARE CORRECTED. THE INDIVIDUAL CAN PERFORM LIGHT DUTY WITHIN THE FIRE DEPARTMENT UNTIL THERE ABNORMALITIES ARE CORRECTED.

E. THERE ARE ABNORMALITIES THAT REQUIRE FURTHER CARE AND THE INDIVIDUAL HAS BEEN ADVISED ACCORDINGLY. THE INDIVIDUAL SHOULD NOT ENGAGE IN VIGOROUS PHYSICAL FITNESS ACTIVITIES AND IS INCAPACITATED FOR DUTY AS

1
2
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A FIREFIGHTER UNTIL THESE ABNORMALITIES ARE
CORRECTED.

PHYSICIAN'S NAME

SIGNATURE

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

TRAINEE	A	B	C	D	E	F	G	H	I	J	K
	31075										
F.F.	34525	35908	37290	38670	40049	41433	42814	44196	45575	46960	48340
F.F. 1	34871	36285	37662	39056	40449	41846	43241	44638	46032	47429	48824
F.F. 2	35217	36624	38038	39443	40849	42261	43670	45080	46487	47899	49307
F.F. 3	35562	36983	38408	39829	41250	42676	44098	45522	46942	48369	49790
F.F. 4	36285	37715	39170	40618	42087	43521	44971	46424	47872	49326	50777
F.F. 4P	36961	41557	43160	44757	46353	47954	49554	51153	52750	54352	55949
F.F. 5	36615	38078	39545	41009	42472	43938	45404	46870	48333	49801	51265
F.F. 5P	40345	41856	43574	45196	46798	48418	50030	51646	53256	54874	56488
F.F. 6	36963	38441	39922	41400	42875	44357	45836	47316	48792	50276	51752
F.F. 6P	40728	42357	43990	45618	47244	48876	50506	52138	53764	55397	57025
F.F. 7	37311	38804	40298	41790	43281	44775	46268	47762	49253	50750	52242
F.F. 7P	41113	42757	44404	46048	47691	49338	50981	52629	54270	55920	57584

Battalion Chief
October 1, 2000 thru September 30, 2001

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

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	55228	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	58951	60792	62633	64474
LT 10P	60896	62825	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

