

# LAUDERHILL FIRE-RESCUE

*IAFF LOCAL 3080*  
*CBA*  
*2006-2009*



Resolution

Boulger

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN  
THE CITY OF LAUDERHILL, FLORIDA  
AND  
METRO BROWARD PROFESSIONAL FIRE FIGHTERS  
LOCAL 3080

OCTOBER 1, 2006 through SEPTEMBER 30, 2009

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## PREAMBLE

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

**WITNESSETH**

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

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

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

## ARTICLE 1 NON-DISCRIMINATION

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

## ARTICLE 2 UNION RECOGNITION

3 In accordance with the Public Employee Relations Commission Certification Numbers  
4 840 and 844, the Employer recognizes the Union as the exclusive bargaining agent to  
5 represent all Fire Fighters, Inspector/Fire Fighters, Drivers, Lieutenants, Captains and  
6 Battalion Chiefs employed by the City of Lauderhill, for the purpose of Collective  
7 Bargaining with respect to wages, hours, terms and conditions of employment.  
8  
9 Union members shall be permitted to wear small union pins on their uniform shirts.

## ARTICLE 3 DUES CHECK-OFF

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

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

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

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

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## ARTICLE 4

### PROHIBITION OF STRIKES

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

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

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

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

## **ARTICLE 5 MANAGEMENT RIGHTS**

3 It is the right of the City to determine unilaterally the purpose of its fire department, set  
4 standards of services to be offered to the public, and exercise control and discretion  
5 over its organization and operations. It is also the right of the City to direct its  
6 employees, take disciplinary action for proper cause, and relieve its employees from  
7 duty because of lack of work or for other legitimate reasons. The exercise of such  
8 rights shall not preclude employees or their representatives from raising grievances,  
9 should decisions on the above matters have the practical consequence of violating the  
10 terms and conditions of this agreement or any civil service regulation.  
11  
12 All inherent or common law management rights and functions which the City has not  
13 expressly modified or restricted by a special provision of this agreement are retained  
14 and vested exclusively in the City.

## **ARTICLE 6**

### **UNION STEWARDS AND REPRESENTATIVES**

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

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

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

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

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

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

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

## 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.

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

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

ADD, Something, if there is  
a tie, promotion on the same  
day, etc.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

**INVESTIGATIVE 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 Representative be present. Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate, in writing, to the grievant within five (5) working days from the date the grievance was presented to him/her.

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

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

Step 4. If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration or a civil service hearing in writing to the Office of the Manager no later than five (5) working days after the Manager's response is due in Step 3 of the Grievance Procedure. The parties to this Agreement will mutually agree or attempt to agree on an independent arbitrator within five (5) working days from the date that grievance was rejected at the Fourth Step. If this cannot be agreed upon, the parties may request an impartial neutral from the American Arbitration Association. Notwithstanding the above, the party which filed the grievance must request an arbitrator no later than sixty (60) days after

1 requesting arbitration. Otherwise, it will be presumed that the grievance is permanently  
2 withdrawn.

3  
4 Nothing in this part shall be construed to prevent any public employee from presenting,  
5 at any time, his/her own grievance, in person or by legal counsel, to his/her Employer  
6 and having such grievances adjusted without the intervention of the Bargaining Agent, if  
7 the adjustment is not inconsistent with the terms of the Collective Bargaining  
8 Agreement then in effect, and if the bargaining agent has been given reasonable  
9 opportunity to be present at any meeting called for the resolution of such grievance.

10  
11 The arbitration shall be conducted under the rules set forth in this Agreement, subject to  
12 subsequent provisions contained herein. The arbitrator shall have the jurisdiction and  
13 authority to decide a grievance as defined in this Article, and to enforce compliance with  
14 the term and conditions of this Agreement.

15  
16 The Arbitrator shall have no authority to change, amend, add to, subtract from, or other  
17 wise alter or supplement this Agreement or any part thereof, or any amendment  
18 thereto. The Arbitrator shall have no authority to consider or rule upon any matter  
19 which is not a grievance as defined in this Agreement. The Arbitrator may not issue  
20 declaratory or advisory opinions and shall confine himself/herself exclusively to the  
21 question which is present to him/her which question must be actual and existing.

22  
23 Copies of the award of the arbitrator, made in accordance with the jurisdictional  
24 authority under this Agreement, shall be furnished to both parties within twenty (20)  
25 working days of the hearing and shall be final and binding upon both parties. It is  
26 contemplated that the City and the employee shall mutually agree in writing, as to a  
27 statement of the matter to be arbitrated prior to a hearing and if this is done, the  
28 arbitrator shall confine his/her decision to the particular matter thus specified. In the  
29 event of the failure of the parties to so agree on a statement of issue to be submitted,  
30 the arbitrator shall confine his/her consideration to those written statements presented  
31 during the grievance procedure. Each party shall bear the expense of its own  
32 witnesses and its own representatives. The parties shall bear equally the expense of  
33 the arbitrator. Any party requesting a copy of the transcript of such arbitration hearing  
34 shall bear the cost of same.

35  
36 The times indicated on all steps may be extended by mutual agreement.

37  
38 When a grievance is reduced to writing there shall be set forth therein:

39  
40 1. A complete statement of the grievance and facts upon which it is based.  
41  
42 2. The section or section of this Agreement that are alleged to have been  
43 violated; and  
44  
45 3. The remedy or corrective action requested.

- 1
- 2 A grievance not advanced to the higher step within the time limit provided shall be  
3 deemed permanently withdrawn as having been settled on the basis of the decision  
4 most recently given. Failure on the part of the City to answer within the time limit set  
5 forth in any step will entitle the employee to proceed to the next step.
- 6
- 7 The Union may file a class grievance on behalf of all bargaining unit employees. The  
8 Union shall have the right to assist and represent the employee in the grievance  
9 procedure if so requested by the employee.
- 10
- 11 Working days for the purpose of this grievance procedure shall be 24-hour shifts  
12 according to the grievant's schedule.

## ARTICLE 9

### DISCIPLINE

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

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

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

## ARTICLE 10

### BULLETIN BOARDS

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

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

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

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

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

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

## ARTICLE 11

### JURY DUTY AND WITNESS PAY

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

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

Employees who have been subpoenaed and report to testify at a deposition trial, administrative hearing or arbitration hearing related to their duties as a City employee, shall if off duty, be paid a minimum of 2 hours at the rate of 1 1/2 times his/her regular hourly base rate of pay.

18 Employees who are called and placed on standby to testify at a deposition, trial,  
19 administrative hearing or arbitration hearing related to their duties as a City employee,  
20 and then are not required to appear, shall, if off duty, be paid one hour at the rate of 1  
21  $\frac{1}{2}$  times his/her regular hourly base rate of pay. If an employee testifies, then he/she  
22 shall be paid a minimum of 2 hours at the rate of  $1\frac{1}{2}$  times his/her regular hourly base  
23 rate of pay.

## **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.

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

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

24 Prior to a lieutenant's test being given, a driver's test will be given, provided that three  
25 or more employees are eligible to take the driver's test who were not eligible when the  
26 previous driver's test was given.  
27

1  
2                   **ARTICLE 13**  
3                   **LAYOFF**

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

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

14

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

17

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

## ARTICLE 14 SHIFT EXCHANGE

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

Shift exchange shall not result in acting out of classification pay. Shift exchanges may be hampered.

## ARTICLE 15 TIME POOL

3 Each employee may contribute up to one shift of vacation, or holiday time at the  
4 employee's option, to the Union time pool. The employee also has the option to  
5 convert sick time to Union time pool at the current sell back rate specified in Article 18  
6 "Sick Leave," lines 26-34, of this Agreement. These contributions will be accounted for  
7 at the employee's base hourly rate at the time of contribution. The Union President will  
8 notify the Department Head at least 24 hours in writing in advance of the date time will  
9 be taken. In emergencies, notification time may be waived with the approval of the  
10 Battalion Chief. The method used to recall will be identical to overtime recall. The  
11 Time Pool shall be charged at the hourly rate of the employee using the time pool;  
12 however, in the event that the use of the time pool creates the need to bring in a  
13 substitute at overtime rates, the Time Pool shall be charged the overtime rate of the  
14 employee(s) brought in as a substitute.

## **ARTICLE 16**

### **WORKING OUT OF CLASSIFICATION**

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

Employees are only eligible to work out of classification in a higher classification or in an acting position if they have passed the current Civil Service test for that classification. 26

11 If employees eligible to work out of classification are not on duty, employees of the rank  
12 to be filled shall be called in on overtime.  
13

## **ARTICLE 17**

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

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Stipulate who can call  
IN for someone

## 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 workday. Accrued sick leave cannot be reduced for absences on pre-arranged overtime workdays, 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:

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

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

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

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

- 1 15.5 – 30.0 shifts at 50%
- 2 30.5 shifts and above at 75%
- 3
- 4 While employed by the City, Battalion Chiefs may not sell back more than 7.5 shifts per anniversary year.

## ARTICLE 19 HOLIDAYS

All employees including probationary employees shall enjoy the following twelve (12) holidays per year (at 12 hours per holiday):

New Year's Day  
Martin Luther King, Jr. Day  
Washington's Birthday  
Columbus Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day } The shift before is  $\bar{p}$  even  
} if working one of the days

24     Each employee will receive twelve (12) hours pay at straight time for ten (10) earned  
25     holidays which shall be paid at the time the holiday occurs. The remaining two holidays  
26     (total of 24 hours) shall be taken as paid time off in conjunction with vacation leave. An  
27     employee may elect, at his/her discretion and upon approval of the Chief to take an  
28     additional twenty-four (24) hours (two holidays) as compensated time in lieu of payment  
29     for two of the ten (10) paid holidays. All compensated time in lieu of payment for  
30     holidays shall be taken in conjunction with vacation leave earned during the same  
31     period.  
32

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

ADD their assigned  
shift before & after  
the holiday.

## **ARTICLE 20**

### **VACATION**

Vacation shall accrue at the following rate:

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

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

17 Vacation shall be chosen covering the period from October 1 to September 30. An  
18 employee may pick any vacation dates available if such vacation time has accrued as  
19 of the date of picking or will accrue within 18 months of the date of picking. If an  
20 employee leaves the City and owes the City time because he or she has taken vacation  
21 time not accrued, the City will take the equivalent from his or her final paycheck, or  
22 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. The state college tuition rates for courses directly related to an employee's position with the City as follows:

Grade A: 100% reimbursement  
Grade B: 100% reimbursement  
Grade C: 75% reimbursement  
Less than C 0% reimbursement.

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

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

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

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

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

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

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

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

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

16        K. Funds for education to be reimbursed pursuant to this Article 21 shall be  
17      budgeted separately from funds to be used for employee seminars. Individual requests  
18      by employees for attending such seminars will be reviewed by the department in  
19      accordance with past practice.  
20

21        L. The parties hereby agree that the past practice of allowing employees to  
22      attend approved college courses or classes during on-duty hours is discontinued.  
23      Employees wishing to attend approved college courses or classes during on-duty hours  
24      may do so with the approval of the Fire Chief or his designee. Such approval may be  
25      granted if the granting of such approval will not reduce staffing below minimum levels  
26      established by the department on the Staffing Logic Chart ("Minimum Staffing"). If  
27      initial approval is denied because staffing would fall below Minimum Staffing, an  
28      employee may, at the discretion of the Chief or his designee, still be permitted to attend  
29      class (1) with an approved shift exchange and (2) if their stand-in is physically present  
30      at the assignment location. In such cases, advance notice pursuant to Article 14 may  
31      be waived by the Department.  
32

33        M. Subject to the provisions of this Article, employees shall only be  
34      reimbursed for a maximum of fifteen (15) credits hours for either on-line or  
35      correspondence courses or a combination of both per degree. Employees who have  
36      taken on-line and/or correspondence courses before October 1, 2006, will not have  
37      these credits counted toward the fifteen (15) credit hour reimbursement limit per  
38      degree.

*Should be what FOT classes must  
be attended in person*

## ARTICLE 22

### FUNERAL LEAVE

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

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

1  
2                   **ARTICLE 23**  
3                   **TRAINING LIBRARY**  
4

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

## **ARTICLE 24**

### **UNIFORMS - LIFE SUPPORT EQUIPMENT**

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

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

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

## **ARTICLE 25**

### **SAFETY AND HEALTH**

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

**ARTICLE 26  
LEAVE OF ABSENCE**

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

## ARTICLE 27 INSURANCE

The City agrees to pay:

- A. The cost of Health and Dental Insurance for each full-time employee, and
- B. Forty-eight percent (48%) of the cost of each employee's dependent health coverage, and
- C. \$16.79 per month for dependent dental insurance.

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

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

## ARTICLE 28

### HOURS

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

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

## **ARTICLE 29**

### **ENVIRONMENTAL CONDITIONS**

3 The City will provide living facilities that are adequate, clean, and in good condition.  
4  
5 Any problems or concerns with environmental conditions shall be reported through the  
6 department's chain of command structure.

## ARTICLE 30 ON THE JOB INJURY

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

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

## **ARTICLE 31**

### **WAGES**

3 Effective October 1, 2006, employees shall be paid in accordance with the salaries on  
4 Appendix B (seven percent (7%) increase).  
5

6 Effective October 1, 2007 and October 1, 2008, salaries on Appendix B shall be  
7 adjusted by an amount equal to four percent (4%).  
8

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

12 Employees will progress through the pay plan during this contract period based upon  
13 education, time on the job and years of service.  
14

## ARTICLE 32 LONGEVITY

Bargaining unit members with ten (10) to fourteen (14) years of service shall receive two percent (2%) longevity pay paid in a lump sum. Bargaining unit members with fifteen (15) to nineteen (19) years of service shall receive three percent (3%) longevity pay paid in a lump sum. Bargaining unit members with twenty (20) or more years of service shall receive four percent (4%) longevity pay paid in a lump sum

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

## **ARTICLE 33**

All time worked over the schedule hours of duty in a pay period shall be considered as overtime. Overtime will be paid to eligible bargaining unit members, including Battalion Chiefs, at the rate of time and one half of their hourly base rate. The current rotation or designee method of selecting people for overtime work will be continued. The Chief City if deemed necessary.

10 Before working overtime, employees must have worked prior scheduled shift unless  
11 deemed necessary by the Department Head.  
12

13 Employees completing a working alarm or detail while working overtime shall be  
14 afforded a reasonable amount of paid time, not to exceed 30 minutes, to wash up,  
15 shower and change out of work clothes, if said working conditions warrant such.  
16

Add if you don't actually work 48 hours in a week.

OT will be a straight  
tree. Scheduled days off  
one not included. Es:

Kelly, vacation, etc

## **ARTICLE 34 DRIVERS**

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

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

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

## **ARTICLE 35**

### **SEVERABILITY**

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

## **ARTICLE 36**

### **PROBATIONARY PERIOD**

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

## ARTICLE 37

### PERSONAL LIABILITY PROTECTION

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

## **ARTICLE 38**

### **PENSION AND RETIREMENT**

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

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

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

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

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

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

1  
2 The parties agree to use good faith efforts to amend the existing City of Lauderhill  
3 Firefighters' Retirement System (the "System") to provide the following:  
4

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

8  
9 1. Eligibility.

10  
11 A participant of the City of Lauderhill Firefighters' Retirement Trust Fund may enter into  
12 the DROP on the first day of the month following the participant's completion of twenty  
13 (20) years of credited service. The number of months an employee may participate in  
14 the DROP shall be reduced by one month for each month of eligibility following the  
15 completion of twenty (20) years of credited service during which the employee does not  
16 participate in the DROP.

17  
18 Notwithstanding subsection 8, below, for a period of ninety (90) days following the  
19 adoption of the Ordinance implementing the DROP, participants who have completed  
20 twenty (20) years or more of credited service shall have the option to elect DROP  
21 participation ("Initial Eligible Employees"). If that election is made within the ninety (90)  
22 day period, these Initial Eligible Employees shall be granted a full five (5) years of  
23 DROP participation.

24  
25 Initial Eligible Employees who do not elect participation within the ninety (90) day  
26 window provided in this Article, may only participate in the DROP for the number of  
27 months remaining between the first day of the month following the completion of twenty  
28 (20) years of credited service and the maximum DROP participation period.

29  
30 2. Written Election.

31  
32 A participant electing to participate in the DROP must complete and execute the proper  
33 forms, which shall be supplied by the Trust Fund, and must resign his/her employment  
34 with the City.

35  
36 3. Limitation/Disqualification for Other Benefits.

37  
38 A participant may participate in the DROP only once. After commencement of  
39 participation in the DROP, the employee shall no longer earn or accrue additional  
40 vesting credits toward retirement benefits and shall not be eligible for disability or pre-  
41 retirement death benefits in the City of Lauderhill Firefighters Trust Fund.

42  
43 4. Cessation of Contributions.

1      Upon the effective date of a participant's commencement of participation in the DROP,  
2      the participant's contributions to the City of Lauderhill Firefighters Retirement Trust  
3      Fund shall be discontinued.  
4

5      5.      Benefit Calculation.  
6

7      For all City of Lauderhill Firefighters Retirement Trust Fund purposes, the service and  
8      vesting credits of a participant participating in the DROP shall remain as they existed on  
9      the effective date of commencement of participation in the DROP. The participant shall  
10     not earn or be credited with any additional vesting credits after beginning DROP  
11     participation. Service and earnings thereafter shall not be recognized by the City of  
12     Lauderhill Firefighters Retirement Trust Fund or used for the calculation or  
13     determination of any benefits payable by such Trust Fund.  
14

15     The average final compensation of the participant shall remain as it existed on the  
16     effective date of commencement of participation in the DROP. When the participant  
17     actually terminates employment with the City, payment for accrued unused leave  
18     (vacation, holiday, etc.) shall be made. Participants must elect their permanent optional  
19     form of benefit at the time of applying for the DROP.  
20

21     6.      Payments to DROP Account.  
2

23     The monthly retirement benefits, including any future cost of living increases, that would  
24     have been payable had the member elected to cease employment and receive a  
25     normal retirement benefit shall be deposited in the participant's DROP account.  
26

27     7.      DROP Account Earnings.  
28

29     After each fiscal year quarter, the participant's deferred retirement option account shall  
30     be credited at a rate of interest equal to the actual rate of return achieved by the Trust  
31     Fund net of investment and other direct administrative expenses. However, participants  
32     will have the option to deposit DROP account earnings in a fixed investment account to  
33     be determined by the pension board.  
34

35     8.      Maximum Participation.  
36

37     A participant may participate in the DROP for a maximum of sixty (60) months. At the  
38     conclusion of the sixty (60) months, the employee shall terminate his/her employment  
39     with the City. The employee may terminate DROP participation by advancing their  
40     resignation from city employment to a date prior to that submitted by the participant as  
41     part of the DROP application.  
42

43     9.      Expenses.

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

4

5 10. Payout.

6

7 a) Upon the termination of a DROP participant's City employment (for any reason,  
8 whether by resignation, discharge or death), the retirement benefits payable to the  
9 participant or to the participant's beneficiary (if the participant selected an optional form  
10 of retirement benefit which provides for payments to the beneficiary) shall be paid to the  
11 member, the member's beneficiary or the member's estate and shall no longer be  
12 deposited into the participant's DROP account.

13

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

17

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

21

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

26

27

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

32

33 11. Death.

34

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

41

42 F. Effective October 1, 2000, all firefighter retirees and firefighter designated  
43 beneficiaries receiving benefits on October 1, 2003 or thereafter may be eligible for an  
44 annual health insurance subsidy. Such health insurance subsidy shall be computed as  
45 follows:

1  
2 Seventy-five percent (75%) of the City of Lauderhill Firefighters Retirement Trust Fund's  
3 prior year's actuarial gain remaining after the application of annual cost of living  
4 adjustments plus seventy-five percent (75%) of any increase in the percentage of  
5 covered payroll received by the City pursuant to Section 175.121, Florida Statutes, over  
6 the amount received by the City in 1997 shall be defined as the "available actuarial  
7 gain."

8  
9 The available actuarial gain for a fiscal year shall be calculated by the following June 1  
10 and shall be paid in the following October to the City of Lauderhill or to the individual  
11 firefighter retiree or firefighter survivor to be utilized per capita to subsidize up to one  
12 year's payments for retiree health insurance due from each firefighter retiree and  
13 firefighter survivor who receives benefits from the Trust Fund, which payments shall be  
14 equal to the premium cost for such insurance as provided by the City of Lauderhill.

15  
16 Should the available actuarial gain not be fully expended by this health insurance  
17 subsidy, then the balance, together with any unexpended available actuarial gain from  
18 prior years, shall be accrued by the Trust Fund in a "Future Benefit Reserve Account."  
19 Such account shall be used only to pay the full cost of additional future benefits to the  
20 Trust Fund's retirees and designated beneficiaries. Determination and payment of such  
21 future benefits are hereby delegated by the City to the Board of Trustees in its sole  
22 discretion.

23  
24 Premium costs shall be determined in accordance with Section 112.0801, Florida  
25 Statutes.

26  
27 Participants in the DROP shall not receive credit for such health insurance subsidy.

28  
29 The City agrees to take appropriate steps to implement the following changes to the  
30 pension plan as soon as practicable:

31  
32 1. For all years of employment beginning on October 1, 2003, members shall  
33 receive a four percent (4%) retirement benefit. The existing three percent (3%)  
34 retirement benefit shall continue to apply to all years of service prior to October 1, 2003.

35  
36 2. The retirement benefit shall be based on the average of annual earnings for the  
37 highest consecutive three (3) years of the ten (10) full years immediately preceding the  
38 actual retirement or termination date.

39  
40 3. The DROP period shall be increased to five (5) years. Current DROP  
41 participants may extend their participation in the DROP by up to an additional twenty-  
42 four (24) months for a total of five (5) years.

43  
44 4. A current member may choose to enter the DROP either upon reaching twenty  
45 (20) or more years of service or upon earning an eighty percent (80%) pension benefit.

1       DROP participation is for a maximum of five (5) years. If the member waits until  
2 attaining the eighty percent (80%) accrued benefit to enter the DROP, any delay in  
3 entering the DROP after reaching eighty percent (80%) will result in a commensurate  
4 reduction in maximum DROP participation. DROP entry shall be accomplished by  
5 submitting an application to the Pension Board no later than ninety (90) days after the  
6 member becomes eligible to enter the DROP. Current members at the time of signing  
7 this bargaining agreement who have achieved twenty (20) years of service or eighty  
8 percent (80%) or more of the pension / retirement benefit, may enter into a five (5) year  
9 DROP during the ninety (90) day window following the amendment of the pension  
10 ordinance.

11       G.     Each retiree, including retirees who retired prior to October 1, 2006, shall have  
12 their monthly retirement benefits increased by a sum equal to 1.5% per year (the  
13 "COLA"), to be paid monthly. For those persons who retired prior to or on October 1,  
14 2003, the first COLA payment will be due on October 1, 2006, and each successive  
15 COLA increase shall be paid on each October 1 thereafter. For all other retirees, the  
16 first COLA payment will be due on the third anniversary of the retiree's retirement, and  
17 each successive COLA increase shall be paid on each successive anniversary of date  
18 of the retiree's retirement. Such COLA shall be paid to each designated beneficiary  
19 following the retiree's death, with increases as set forth above.

20       H.     Effective October 1, 2006, the City agrees to establish and participate in a post-  
21 employment retiree Health Savings Plan ("Plan") as a benefit for the bargaining unit  
22 members. This Plan will allow employees to voluntarily place funds in a health  
23 insurance retirement account. For all employees who participate, the City shall match  
24 the employee's contribution into the Plan up to one percent (1%) of his/her base salary  
25 per fiscal year. Base salary for the purposes of this Section is defined as the  
26 employee's salary with no additional adjustments (i.e. no overtime, longevity, or any  
27 other salary adjustments). Employees shall be responsible for any and all  
28 administrative fees associated with the set up and maintenance of the Plan. The  
29 employees shall follow all rules and regulations set by the Plan administrator. The Plan  
30 administrator shall be chosen by the City and the City may change the Plan  
31 administrator at its sole discretion.

## **ARTICLE 39**

### **INTEGRITY OF FIRE DEPARTMENT**

3 Should the City decide to contract out, transfer, merge or consolidate the services  
4 presently performed by the Fire Department, all rights and benefits guaranteed under  
5 this contract for bargaining personnel shall be continued for the term of this Agreement.  
6  
7 Should the City decide to contract out, transfer, merge or consolidate such services the  
8 City shall notify the Union in writing at least 45 days before the City's decision becomes  
9 final. Within 10 days from the receipt of the City's notice, the Union may seek to  
10 bargain the impact of the City's decision to contract out, transfer, merge or consolidate  
11 such services by making written demand upon the City. Should the Union demand  
12 impact bargaining the parties shall, within 10 days from the City's receipt of the Union's  
13 demand, commence good faith impact bargaining. For purpose of this Article, impact  
14 bargaining shall include alternative to the City's proposed contracting out, transferring,  
15 merging or consolidating of services.

## **ARTICLE 40**

### **LIGHT DUTY**

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

## **ARTICLE 41**

### **SELF-CONTAINED BREATHING APPARATUS**

3 The Employer agrees to maintain all Self-Contained Breathing Apparatus (S.C.B.A.)  
4 according to manufacturer's recommended specifications and certification.  
5  
6 All firefighters shall receive individual masks for S.C.B.A. units.

1  
2                   **ARTICLE 42**  
3                   **BILL OF RIGHTS**

4     3 Both parties agree to follow Sections 112.80 – 112.84, Florida Statutes, entitled  
5     4 "Firefighters' Bill of Rights".

1  
2                   **ARTICLE 43**  
3                   **SMOKING POLICY**

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

## **ARTICLE 44**

### **WELLNESS PROGRAM**

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

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

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

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

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

### Required Exercise

The following exercises are recommended:

1. Stretching and flexibility exercises
2. Walk, jog or run at least one mile or ride the exercise cycle or do any other agreed upon aerobic exercise
3. Weight training

1  
2       4. Cool down/stretching  
3

4       The employee will at some point during the workout reach 60% of his/her target heart  
5       rate for at least 15 minutes during the course of that work out.  
6

7       The City will maintain all equipment in proper and safe condition.  
8

9       Accurate training records of the time, date and activity shall be kept by the employee's  
10      supervisor to insure that the program is being conducted properly. All training records  
11      will be inspected by the Wellness Committee twice yearly to insure uniform and correct  
12      adherence to the intent and goals of the program.  
13

14      All participants will be permitted to use the City's facilities such as the pools and gyms,  
15      at no cost, on their off duty time.  
16

17      A Wellness Program medical examination will be performed annually, on-duty by a  
18      physician mutually agreed upon by the Union and City. The cost of the exam shall be  
19      borne by the City and shall not affect the cost of the employees' medical insurance. If  
20      conditions warrant and the approved physician deems it necessary, additional testing  
21      and care may be suggested and performed at the employees' option. As a result of the  
22      Wellness Program, if it is found that an employee is not fit for duty because of a  
23      medical or emotional problem, he/she shall be given sick leave, vacation, disability and  
24      other benefit leaves which he or she is eligible for before adverse personnel action is  
25      taken. A mutually agreed upon confidentiality form signed by the physician either  
26      authorizing return to work, or denying the employee for medical reasons for return to  
27      work or approving return to work with exceptions, will be used by the doctor to notify the  
28      City of the employees exam results to protect patient/doctor confidentiality. Blood and  
29      urine tests will only be those specified below.  
30

31      Any medical tests performed, in conjunction with the annual physical, should be  
32      mutually agreed upon by both parties.  
33

34      Blood and Urine Tests  
35

36      CBC (Compare Blood Count)  
37

38      CMP (Comprehensive Metabolic Panel, as attached)  
39

40      Cholesterol  
41

42      Triglycerides  
43

44      TSH (Thyroid)  
45

46      Standard Urinalysis (test for urobilinogen, nitrates, blood, bilirubin, ketones, glucose,  
47      protein, PH, specific gravity, color and appearance)  
48

49      Comprehensive Metabolic Panel

1  
2 A/G Ratio  
3 Albumin  
4 Alkaline Phosphatase  
5 AST (SGOT)  
6 BUN  
7 BUN/Creatinine Ratio (C)  
8 Calcium  
9 Carbon Dioxide  
10 Chloride  
11 Creatinine  
12 Globulin (C)  
13 Glucose  
14 Potassium  
15 Sodium  
16 Sodium  
17 Total Bilirubin  
18 Total Protein  
19  
20 (C) = Calculated Tests

21  
22  
23 At the end of each year, in the month of February, a job related physical ability test will  
24 be conducted on-duty during week-day, daylight hours before 1700 hours, and shall  
25 consist of Job related tasks, and shall be so designed as to measure the proficiency of  
26 Firefighters. The yearly test shall consist of the following:  
27  
28 1. Don a breathing apparatus.  
29  
30 2. Climb the Aerial Ladder while elevated to 65 feet (at safe recommended  
31 climbing angle).  
32  
33 3. Advance 50 feet of 3 inch hose to the second floor via the stairs (dry rolled  
34 or flaked).  
35  
36 4. Carry the 1 1/2 inch "HI-RISE" kit to the third floor via the stairs (10' of 2"  
37 hose and 75' of 1 1/2" hose, one gated Y and one 1 1/2 nozzle).  
38  
39 5. Advance a 1 1/2 pre-connect 100 feet on a flat surface (advance a dry 1  
40 1/2 on a flat surface).  
41  
42 6. Swim 50 meters in the pool (any style).

43 The test will be performed with full bunker gear with the obvious exception of the swim  
44  
45

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

3  
4 A re-test shall be taken three months after the first in the event of failure by an  
5 employee. If an employee is unable to pass the physical agility test on his/her second  
6 try, a final third test will be given within the next three months, or sooner if the employee  
7 requests. A medical exam may be required before any re-test if recommended by the  
8 Doctor. During re-testing, an employee shall continue to serve on active duty unless  
9 medically restricted. At no time will the initial physical agility test be given without first  
10 receiving the annual medical exam and authorization by the program's physician  
11 (Appendix E). An on-duty Union Representative shall be permitted to be present at all  
12 tests. The agility test shall not be given after an emergency response of longer than  
13 one hour and at least one hour rest shall be given upon return from any response.

14  
15 An employee shall be entitled to postpone the agility test with just cause. At least 72  
16 hours advance written notice shall be given to the Union and each employee before the  
17 agility test is given.

## **ARTICLE 45**

### **INSPECTOR/FIRE FIGHTER**

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

2. The Inspector/Fire Fighter shall receive an additional 8% on his/her current Firefighter, Driver or Paramedic 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 2 Work weeks  
3 work weeks

Upon tenth anniversary and thereafter 4 work weeks

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

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

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

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

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

9. All other benefits awarded to the Plaintiff.

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

3 work weeks

4 work weeks

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

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

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

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

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

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

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

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44

*Random*

## 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.

*Change to include supervisor*  
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.

*- incl  
e mail  
on  
Verbal*

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

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

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

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

(C) Urine and/or blood specimens shall be drawn or collected at a laboratory, hospital, doctor's office or medical facility. A union representative shall be allowed to

1 accompany the employee, if requested, to the test and observe the collection of the  
2 specimen. If the City or the laboratory requires an observer when the urine specimen is  
3 given, the observer shall be of the same sex as the employee being tested. All  
4 specimen containers and vials shall be sealed with evidence tape and labeled in the  
5 presence of the employee and the union representative, if available.

6  
7 (D) At the time the urine specimen or blood samples are collected, two  
8 samples shall be taken. In the event that an employee's test results are positive, a  
9 second test using the second sample, different from the first may be conducted at a  
10 laboratory of the employee's choosing at the employee's option and expense to verify  
11 the results. If the second test is negative, the employee will be reimbursed by the City  
12 for the cost of the second test. The failure of the Union or the employee to have a  
13 second test performed or present the results to the City shall not be used against the  
14 employee as a basis for discipline and shall not be introduced or referred to in any  
15 arbitration or appeal proceeding. After considering the results of the second test, if any,  
16 the City may take such disciplinary action as is appropriate pursuant to this agreement.  
17 Such disciplinary action may include referral to a substance abuse program or  
18 Employee Assistance Program for Assessment, counseling and referral for treatment  
19 and rehabilitation as appropriate.

20  
21 (E) The results of urine and blood tests performed hereunder will be held  
22 confidential to the extent permitted by law. Tests shall be performed for the presence of  
23 alcohol, non-prescribed controlled substances, chemical adulteration and/or narcotic  
24 drugs.

25  
26 (F) Tests shall be conducted using recognized technologies and recognized  
27 testing standards. The following standards shall be used to determine what level of  
28 detected substances shall be considered as positive on urine specimens:

30 DRUG	31 SCREENING TEST	32 CONFIRMATION
33 Amphetamines	34 1000 ng/mL	35 500 ng/mL
36 Barbiturates	37 300 ng/mL	38 150 ng/mL
39 Benzodiazepines	40 300 ng/mL	41 150 ng/mL
42 Cocaine	43 300 ng/mL	44 150 ng/mL
Alcohol (Ethanol)	0.04g/dl	0.04g/dl (blood specimen)
Cannabinoids (Marijuana)	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	150 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phenacyclcline	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	150 ng/mL

45 Minimum cutoff detection levels for drugs or their metabolites for the purposes of  
determining a positive test result will be the same as those set by the Agency for Health

1 Care Administration. As those levels change so will the levels in this contract. Levels  
2 found below those set above shall be determined as negative indicators.  
3  
4

5 Levels which are below those set above shall be determined as negative indicators.  
6 Tests for other non-prescribed controlled substances will be in accordance with federal  
7 government screening and confirmation standards.  
8

9 (G) The employee shall be presented with a copy of the laboratory report of all  
10 specimens which were tested.  
11

12 (H) At the conclusion of the drug testing, in the event a positive test is  
13 indicated and disciplinary action is taken, the employee may grieve such discipline  
14 through the contractual grievance arbitration procedure.  
15

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

## **ARTICLE 48**

### **INFECTIOUS DISEASES**

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

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

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

1  
2

## ARTICLE 49

### CAPTAINS

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

More  
requirements

## **ARTICLE 50 OUTSIDE ACTIVITIES**

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

## **ARTICLE 51**

### **CIVIL SERVICE RULES**

3           1. The parties agree to be governed by, accept and operate under the  
4 current Civil Service Ordinance.  
5  
6           2. Notwithstanding anything in the Civil Service Ordinance or Resolution to  
7 the contrary:  
8  
9           A. The examination process for bargaining unit positions shall be  
10 promotional closed competitive with application dates specified.  
11  
12          B. The "Rule of Three Scores" shall apply to promotional vacancies.  
13  
14          3. In the event of any conflict between the terms of this Agreement and any  
15 provision in any Civil Service Ordinance or Resolution, the terms of this Agreement  
16 shall prevail.

1  
2                   **ARTICLE 52**  
3                   **TERM OF AGREEMENT**

4                   3 This contract will commence October 1, 2006 and remain in effect until September 30,  
5                   4 2009.  
6                   5 All provisions of this Agreement shall be effective as of the date of ratification by both  
7                   6 parties.  
7

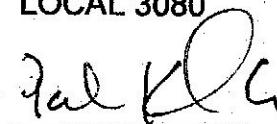
## SIGNATURE PAGE

Agreed to this      day of      , 2006, and between the respective parties through an authorized representative or representatives of the Union and by the Manager of the City.

ATTEST:



George Farrell  
President, IAFF  
LOCAL 3080



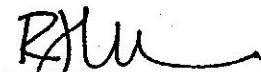
Paul Kalarovich  
Dist. Vice President II  
LOCAL 3080

ATTEST:

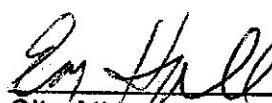


Charles Faranda  
City Manager  
CITY OF LAUDERHILL

Approved as to form:



Special Labor Counsel  
Richard Weiss



City Attorney  
Earl Hall

1  
APPENDIX A

2 EDUCATIONAL REIMBURSEMENT

3 Northwood College of Business and Management

4 Reimbursement as specified in section A of Article 21 of this Agreement

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

5 Broward Community College

6 Reimbursement as specified in section A of Article 21 of this Agreement

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

12 APPROVED DEGREE PROGRAMS GUIDELINES

13 Reimbursement as specified in Section B of Article 21 of this Agreement

14 Northwood College of Business & Management

15 A.S. - Fire Science and Management.

16 B.S. - Management/Fire Science Management.

18 Broward Community College

19 A.S. - Fire Science Technology.

20 A.S. - Emergency Medical Services Technology.