

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAUDERHILL, FLORIDA

AND

METRO BROWARD PROFESSIONAL FIRE FIGHTERS

LOCAL 3080

OCTOBER 1, 2021 through SEPTEMBER 30, 2024

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PREAMBLE

This agreement entered by and between the City of Lauderhill, hereinafter referred to 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,

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

ARTICLE 1

NON-DISCRIMINATION

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

ARTICLE 2

UNION RECOGNITION

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

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

If the City changes the job titles of any classification covered by this Agreement, any employees in such job classifications will still be members of this bargaining agreement and covered by the terms of this Agreement.

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 (30) calendar 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) calendar days notice to the City and Union.

ARTICLE 4

PROHIBITION OF STRIKES

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

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

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

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

ARTICLE 5

MANAGEMENT RIGHTS

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

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

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 City shall provide the Union will timely notice of any meetings or proceedings involving bargaining unit members that could result in discipline and a union representative shall be permitted to attend any such meetings. The adjustment of or investigation of grievances will not be conducted on City time by Union Representatives without prior approval of the Chief.

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

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

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

ARTICLE 7

SENIORITY

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. If, after October 29, 2012, two (2) or more employees are hired on the same date, their respective seniority will be determined by the date and time on which their respective applications for employment with the City were submitted (i.e., the applicant who submitted his/her application first will have greater seniority). For employees hired prior to October 29, 2012, the past practice of determining seniority for employees hired on the same date (i.e., social security numbers) shall continue.

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 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.

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

Should the Fire Chief or his/her designee desire to change an employee's shift, the City shall provide thirty (30) calendar days advance notice of the shift change to the affected employee. However, this notice provision shall not apply to newly hired probationary employees, employees whose shifts are changed due to promotion and/or if the Fire Chief determines that there are extenuating circumstances and a shift change should occur on a more expedited basis, in which case the Fire Chief or his/her designee will provide the effected employee with a written explanation for his/her decision.

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 the Fire Chief within fifteen (15) calendar days of the occurrence of the action or knowledge of the occurrence giving rise to the grievance. The Fire Chief or his/her designee shall within ten (10) calendar 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 ten (10) calendar days following the meeting date.

Step 2. If the grievant does not settle his/her grievance in the first step, the grievant within seven (7) calendar days shall present the written grievance to the Manager or designee. The Manager or designee shall investigate the alleged grievance and shall within ten (10) calendar 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 ten (10) calendar days following the meeting date.

Step 3. 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 ten (10) calendar days after the Manager's response is due in Step 2 of the Grievance Procedure. The parties to this Agreement will mutually agree or attempt to agree on an independent arbitrator within ten (10) calendar days from the date that grievance was rejected at the Second 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 requesting arbitration. Otherwise, it will be presumed that the grievance is permanently withdrawn.

Nothing in this part shall be construed to prevent any public employee from presenting, at any time, his/her own grievance, in person or by legal counsel, to his/her Employer and having such grievances adjusted without the intervention of the Bargaining Agent, if the adjustment is not inconsistent with the terms of the Collective Bargaining

Agreement then in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

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

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

Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within sixty (60) calendar days of the hearing and shall be final and binding upon both parties. It is contemplated that the City and the employee shall mutually agree in writing, as to a statement of the matter to be arbitrated prior to a hearing and if this is done, the arbitrator shall confine his/her decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his/her consideration to those written statements presented during the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

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

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

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

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

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 will be given the opportunity to acknowledge any disciplinary notice before such notice is placed in his/her file by initialing any such notice and shall have the right to submit one (1) written rebuttal to any such disciplinary notices within ten (10) calendar days of the date on which the disciplinary notice is placed in his/her file. The City shall place in a member's personnel file any written rebuttal prepared by a member to any adverse material placed in their personnel files and any documents or correspondence generated by any third parties that relates to their job performance. Employees shall have the right to Union representation at all meetings concerning discipline or discharge. Discipline shall be accomplished in a constructive, progressive manner. The type of discipline issued by the City shall be consistent with the severity of the conduct and any prior discipline. At the employee's request, vacation time may be used in lieu of suspension.

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

ARTICLE 10

BULLETIN BOARDS

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

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

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

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

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

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

ARTICLE 11

JURY DUTY AND WITNESS PAY

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

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 $\frac{1}{2}$ times his/her regular hourly base rate of pay.

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

ARTICLE 12

PROMOTION

The parties agree to follow the current Civil Service Regulations on promotions. For ease of reference only, the City's current Civil Service Rules are attached hereto.

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. Notice shall contain the closing date for an employee to submit an application as well as a seven (7) day date range of when the examination will be held. Should the testing date change, employees will be given at least 15 days' notice of the new test date unless the City and Union agree to a shorter time frame. 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 all of its Fire Stations. 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.

If there is not a qualified eligibility list for drivers, then 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. For the practical portion of the driver's test only, the Union will be allowed to have a representative present to observe the test; however, the representative must hold the rank of driver/engineer or higher and under no circumstances will the Union representative be paid by the City for his/her time while observing the test.

Classification seniority for employees promoted on or after October 1, 2021 will be determined as follows:

1. Date of promotion;
2. Overall promotional test score;
3. Earlier date of first employment in the Fire Department;
4. Date and time of submission of original employment application.

ARTICLE 13

LAYOFF

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

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

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

Employees shall receive 30 days notice prior to a layoff.

ARTICLE 14

SHIFT EXCHANGE

An employee may exchange shift(s) with other employees upon approval of the department head or designee. If an employee is on approved leave the shift prior to the shift exchange, and has not received shift exchange approval, he/she shall call to confirm shift exchange before 48 hours. If an exchange is denied, the affected employee may request the reason for denial and shall receive said reason from the Chief or designee within five (5) days of the request. Exchanges may be denied for just cause, for disciplinary purposes or if the department head or designee deems departmental operations may be hampered.

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

ARTICLE 15

TIME POOL

Each employee may contribute up to one shift of vacation, or holiday time at the employee's option, to the Union time pool. The employee also has the option to convert sick time to Union time pool at the current sell back rate specified in Article 18 "Sick Leave," lines 34-42, of this Agreement. These contributions will be accounted for at the employee's base hourly rate at the time of contribution. The Union President will notify the Department Head at least 24 hours in writing in advance of the date time will be taken. In emergencies, notification time may be waived with the approval of the Battalion Chief. The method used to recall will be identical to overtime recall. The Time Pool shall be charged at the hourly rate of the employee using the time pool; however, in the event that the use of the time pool creates the need to bring in a substitute at overtime rates, the Time Pool shall be charged the overtime rate of the employee(s) brought in as a substitute. Any bargaining unit member may use union time pool for official union business as determined by the Union and with the approval of the Union's District President or his/her designee. The Fire Chief or his/her designee must approve any use of Union Time Pool, provided such approval may not be unreasonably withheld.

ARTICLE 16

WORKING OUT OF CLASSIFICATION

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

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

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

ARTICLE 17
CALL BACK PAY

All employees covered by the terms of this Agreement who are called back to work from off duty (excluding the extension of a shift) shall receive a minimum of three (3) hours pay. Whether that pay shall be at the employee's regular rate or overtime rate shall be determined based on the number of compensable hours worked by that employee during the relevant pay period.

Call back employee will apply any time an employee is directed by the City to report to duty while off duty, regardless of the circumstances.

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. In the event that unexpected circumstances arise that are not related to an employee's own illness or the illness of an employee's immediate family member that necessitates that the employee miss work, that employee may, up to two (2) times per year, take his/her shift off and work his/her next regularly scheduled Kelly day; provided, however, that this may not occur in consecutive Kelly periods. 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.

Employees may be permitted to use up to four (4) shifts of sick leave to attend the funeral of a family member not covered under Article 22 of this Agreement (i.e., aunt, niece, nephew, cousin) at the sole discretion of the Fire Chief or his 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	- 40%
21 - 60 shifts	- 50%
61 shifts +	- 60%

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:

15.5 – 30.0 shifts at 50%
30.5 shifts and above at 75%

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

To liquidate sick leave, employees must notify their shift commanders by April 1 of each year (unless extenuating circumstances arise as determined by the Fire Chief or City Manager); employees will be paid out for such sick leave in accordance with this Article in October of that year.

In the event of an employee's death, the City agrees to issue a check to the employee's beneficiary, within ten (10) business days of the employee's death, for any accrued sick, vacation, holiday and other accrued time that the employee would have been entitled to be paid out for and at the rate of pay that the payout would have been provided to the employee had he/she separated employment with the City.

An employee becoming pregnant after the completion of the initial probationary period shall be entitled to the same rights as any non-probationary employee who has a temporary condition that limits his/her ability to perform his/her essential job functions.

The City agrees to allow employees to donate sick time to another employee. An employee may receive up to twenty (20) shifts of donated sick time in a two (2) year period, provided that such employee first exhaust his/her paid sick leave. The Fire Chief may, at his sole discretion, allow an employee who has already used twenty (20) shifts of donated sick leave in a two (2) year period to receive additional donated sick time in sixteen (16) shift increments. The Chief's decision in this regard is final and may not be grieved. An employee who has used twenty (20) or more shifts of donated sick leave will not be eligible to use donated sick leave again until two (2) years from the date of the employee's most recent usage of donated sick leave, unless the Fire Chief, at his sole discretion, allows an employee to use additional donated sick leave during that time. To donate hours, the donor must maintain a minimum of one hundred (100) hours of sick leave. Hours will be donated at the employee's regular rate and will be converted to the recipient's regular rate.

ARTICLE 19

HOLIDAYS

All employees including probationary employees shall enjoy the following thirteen (13) holidays per year (at 13 hours per holiday):

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

Each employee will receive thirteen (13) hours pay at straight time for thirteen (13) earned holidays which shall be paid at the time the holiday occurs. An employee may elect, at his/her discretion and upon approval of the Chief, to take twenty-four (24) hours (two holidays) as compensated time in lieu of payment for two of the thirteen (13) paid holidays. An employee who elects this option will receive two (2) hours of paid holiday time to account for the 25th and 26th hours.

All compensated time in lieu of payment for holidays shall be taken in conjunction with vacation leave earned during the same period.

The employee must work the scheduled shift before and after the holiday or be on approved paid leave, such as vacation leave, compensatory time, floating holiday, or Kelly Day, to earn holiday pay. Holiday pay shall be paid to employees that are on sick leave before, on, or after a holiday if no overtime was needed as a result of sick leave, or if the employee actually works the Holiday. For example, an employee assigned to the shift on duty during an actual holiday shall not receive holiday pay if he/she uses sick leave resulting in overtime on the holiday. An employee assigned to a shift that is not on duty during the actual holiday shall not receive holiday pay if he/she uses sick leave resulting in overtime during his/her assigned shift immediately before and/or immediately 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	- 8 shifts
Upon the 15th anniversary and thereafter	- 9 shifts
Upon the 20th anniversary and thereafter	- 10 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.

Employees, except Battalion Chiefs, may liquidate vacation time, in twenty-four (24) hour blocks only, at the following rates: The first 72 hours shall be paid at a rate of 100%; additional 24 hour blocks above 72 hours shall be paid at the rate of 75% of their regular hourly rate to a maximum of half of their earned vacation time (in the event that an employee has an odd number of vacation days remaining, he/she may sell back slightly more than half of their earned time such that he/she will have an even number of earned days remaining). To liquidate vacation, employees must notify their shift commanders by April 1 of each year; employees will be paid out for such vacation in October of that year. If an employee leaves the City and owes the City time because he or she has liquidated 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 100%.

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.

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

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

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

L. The parties hereby agree that the past practice of allowing employees to attend approved college courses or classes in person during on-duty hours is discontinued. The parties agree that virtual attendance of classes may improve an employee's effectiveness and/or performance and may prepare them for increased responsibility. As such, employees may be permitted to attend courses virtually while on duty so long as such attendance does not interfere with their job duties.

M. Subject to the provisions of this Article, employees shall only be reimbursed for a maximum of fifteen (15) credits hours for either on-line or correspondence courses or a combination of both per degree, unless such courses are taken at any school listed in Appendix A, in which case there shall be no cap; provided, however, that reimbursement shall be at the Florida state public university rate. However, there are certain classes which the City will not reimburse for if taken on-line, which include tactics, mega-code training and other Fire Officer classes that the Fire Chief in his sole discretion believes require classroom attendance. Employees who have taken on-line and/or correspondence courses before October 1, 2006, will not have these credits counted toward the fifteen (15) credit hour reimbursement limit per degree.

ARTICLE 22

FUNERAL LEAVE

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

The immediate family as cited above shall be defined as father, mother, spouse, children, brother, sister, grandparents, and grandchildren. An employee may use leave under this Article for the death of his/her stepparent, stepchild and/or stepsibling at the sole discretion of the Fire Chief or his designee.

ARTICLE 23
TRAINING LIBRARY

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

ARTICLE 24

UNIFORMS - LIFE SUPPORT EQUIPMENT

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

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

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

ARTICLE 25

SAFETY AND HEALTH

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. The City and Union agree to collaborate on amending the City's safety and health policies as part of the Labor Management Committee process.

ARTICLE 26

LEAVE OF ABSENCE

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

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

26.2 Paternity Leave

Any employee whose spouse gives birth or adopts a child will be granted up to the maximum allowable time off under the Family Medical Leave Act (currently 12 weeks) regardless of whether that employee's spouse also works for the City.

ARTICLE 27

INSURANCE

The City agrees to pay:

- A. The cost of Health and Dental Insurance for each full-time employee, and
- B. Fifty five percent (55%) 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.

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.

The parties agree to implement a post-retirement health savings plan within a reasonable period of time of identifying a third party vendor capable of establishing and administering such plan.

ARTICLE 28

HOURS

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

An employee may be assigned to work other than the 24/48 hour shift when mutually agreed upon by the Department Head and employee.

ARTICLE 29

ENVIRONMENTAL CONDITIONS

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

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

ARTICLE 30

ON THE JOB INJURY

Section 1. All cases of injury occurring on the job shall be filed for action under the provisions of the Workers Compensation Law. Full-time employees with the City shall be entitled to receive their regular salary from the first day of injury. The City will pay the employee the difference between the Workmen's Compensation check and his/her regular salary for ninety (90) calendar days regardless of whether the employee is able to perform any work for the City. This period may be extended for a period which shall be determined by a review and recommendation of the department head and approval by the Manager, after consideration of a competent medical doctor's recommendation. In determining on the job injury, the City and the Union agree to all provisions of Florida Statute 112.18 in effect at the time of the signing of this agreement. Compensated Time Off will not continue to accrue during the period of disability due to on the job injury unless the employee is still in pay status (through the use of his/her own paid time off) and/or is able to perform some work during that time. Any bargaining unit employee placed on modified or light duty status shall only perform work that is consistent with the employee's medical limitations.

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

ARTICLE 31

WAGES

Section 1 Pay Plan

The City will compensate bargaining unit employees consistent with the pay plan attached hereto as Exhibit B.

Employees will progress through the pay plan during this contract period on their anniversary dates of employment within their classifications.

Section 2 COLAs

Effective October 1 of each year during the term of this Agreement, employees shall receive a cost of living salary increase in an amount equal to the change in the CPI, which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve (12) month change from July of the prior year to the July of the year in which the increase occurs based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than three percent (3%), the salary increase will be three percent (3%) and if the CPI is less than one (1%), the salary increase will be one percent (1%).

Section 3 Incentive Pay

Firefighters and Driver Engineers who have the Fire Officer Certification will receive incentive pay equal to one percent (1%) of their base pay.

Bargaining unit members shall receive a pay differential of five percent (5%) for each hour worked on an ALS transport unit, provided that such member works on such unit for a minimum of four (4) consecutive hours.

All bargaining unit members who as of September 30, 2018 are receiving pay incentives for having an associates and/or bachelors degree or who as of that date are pursuing either or both such degrees will be eligible to receive incentive pay equal to two and three quarters percent (2.75%) of their base pay when they have obtained an associates degree and five and one half percent (5.5%) of their base pay when they have obtained a bachelor's degree. No other members will be entitled to this incentive pay. A member can receive one but not both of the foregoing educational incentive pays.

Pursuant to Chapter 633.382(1)(b), Florida Statutes, Fire personnel who possess an Associate's degree will receive an educational incentive of \$50/month and Fire personnel who possess a Bachelor's degree will receive an educational incentive of

\$110/month. To the extent that the foregoing statute is amended during the term of this Agreement, the parties agree to meet within a reasonable time of such amendment to address whether such changes will apply to bargaining unit members.

ARTICLE 32

LONGEVITY

In consideration of long and faithful service to the City, the City shall provide longevity pay to bargaining unit employees as set forth herein.

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

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 to each employee who has not separated from employment with the City prior to that payment date within thirty (30) days of each such employee's respective anniversary date of employment.

For those eligible employees who separate from employment with the City prior to their respective anniversary dates, longevity pay shall be disbursed along with their final pay and will be calculated on a prorated basis according to base pay earned since their previous longevity check (or anniversary date for employees receiving longevity pay for the first time).

ARTICLE 33

OVERTIME

All time worked over the schedule hours of duty in a pay period shall be considered as overtime. Overtime will be paid to eligible bargaining unit members, including Battalion Chiefs, at the rate of time and one half of their hourly base rate. The current rotation list/seniority method of selecting people for overtime work will be continued with the following exceptions: employees will not move to the bottom of the list unless they work more than eight (8) hours of overtime. An employee called in from home after twenty hundred hours (2000 hrs) has the choice to rotate or maintain their position on the rotation list. The Chief or designee may, however, revert to those on the list who live within 30 minutes of the City if deemed necessary.

The City agrees that it will maintain one overtime list based on date of last hire.

The City agrees to continue to work with the Union and fill overtime positions for details in advance. The City also agrees to advise the Union of upcoming details as they become aware of them. A separate list will be created for individuals interested in being included on a detail list. The list will be updated twice yearly during the months of October and April. This is the only time employees will have the ability to add or remove themselves from the list, except for new hires, who may be added to the bottom of the list three months after their date of hire.

To be eligible to work overtime, an employee cannot have called in sick on his/her prior scheduled shift unless deemed necessary by the Department Head.

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

An employee who works forty-eight (48) hours on shift is required to have a minimum of twelve (12) hours off before being recalled for duty unless the Chief, in his sole discretion, determines otherwise.

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.

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

ARTICLE 35

SEVERABILITY

Should any final decision of any Court of competent jurisdiction or administrative agency or any legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null and void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect. Should any provision of this Agreement be invalidated in accordance with this Article, the parties will meet as soon as practicable to address how to proceed as relates to such invalidated provisions.

ARTICLE 36

PROBATIONARY PERIOD

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

Probation for the purpose of promotion shall be 105 shifts actually worked on the employees' normally assigned shift from the date of promotion.

ARTICLE 37

PERSONAL LIABILITY PROTECTION

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

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.

Except as provided herein, the City will maintain the existing pension ordinance provisions regarding benefits and contributions to the Firefighters Pension Fund (the "Plan") for the duration of the Agreement.

In the Agreement between the parties for the period October 1, 2018 through September 30, 2021, the parties agreed to amend the pension ordinance as follows::

1. The multiplier for future service for Tier One and Tier Two Members will be 3.0%
2. The cost of living adjustment for a member's pension benefit based on service after ratification of this Agreement will be one percent (1%), which will commence five years after separation from City service. Each employee will receive no more than eight (8) cost of living adjustments to their benefit during their lifetime.
3. Average final compensation shall be the average of the highest annual compensation received by a member during the highest 5 consecutive years of credited service out of the last 10 years; provided, in no event will a member's average final compensation be less than the highest 3-year average (for Tier 1 members) or 4-year average (for Tier 2 members) as of the date of adoption of the ordinance amendment implementing this change.
4. For Tier One and Tier Two Members, employee contributions will decrease to 12.72% upon ratification, 11.72% on October 1, 2019 and 10.72% on October 1, 2020.
5. Eligibility for normal retirement will remain unchanged, except that Tier 2 Members may retire or enter the DROP at 20 years of service regardless of age (currently they may retire at 20 years of service but not DROP until 25 years of service).
6. DROP – employees may remain in the DROP for up to 7 years, provided that while in the DROP, employees will contribute three percent (3%) of payroll earnings to the pension plan. For members who are in the DROP as of the ratification date of this Agreement, they may remain in the DROP for up to five years without making a contribution to the Plan, but must contribute three

percent (3%) of the payroll earnings to the pension plan for any period in the DROP beyond five complete years. DROP earnings will be variable and based on the performance of the Plan with a floor of zero and a cap of 5% per year. Any earnings in excess of five percent (5%) will go back into the Plan.

An example as to how the change in benefit as relates to COLA is as follows:

Assume a firefighter has 12 years of past credited service when the changes take effect. His 12 years of past service earned a 4.0% per year benefit multiplier, so $12 \times 4\% = 48\%$ of his Average Final Compensation (AFC) will receive a 1.5% annual COLA with a 3-year delay. Let's say he earns 8 more years of credited service (at a 3% benefit multiplier) and then enters the DROP. He will have earned an additional 24% ($8 \times 3\%$) of his AFC after the effective date of the change. His total retirement benefit will then be $(12 \times 4\% + 8 \times 3\%) = (48\% + 24\%) = 72\%$ of AFC. The first part, 48% of his AFC, will receive the current 1.5% annual COLA for life after a 3-year delay. The second part, 24% of his AFC, will receive a 1.0% COLA (with a max of 8 COLAs) with a 5-year delay after separation from employment with the City.

If we put actual numbers to this and assume his final AFC at retirement is \$80,000 per year, his total annual pension benefit at retirement will be \$57,600 per year ($= 72\% \times \$80,000$). Of this amount \$38,400 (48% of AFC) would receive a 1.5% annual COLA for life after a 3-year delay and \$19,200 would receive a 1.0% COLA (with a max of 8 COLAs) after a 5-year delay following separation from employment with the City. So there would be two pieces of the benefit to keep track of, each receiving a different COLA.

The final AFC used would be the greater of the 3-year (Tier 1) or 4-year (Tier 2) AFC as of the effective date or the final 5-year average as of the retirement date.

Effective as soon as practicable following ratification of this Agreement, the City will amend its pension ordinance as follows, with the changes below being effective prospectively and with the changes not applying to any members eligible for normal retirement as of the date of the City's amendment of its pension ordinance:

1. All employees who remain in the drop beyond 5 years (and up to the cap of 7 years) will be required to contribute three percent (3%) of payroll earnings to the pension plan during that period of time only. For members who are in the five years of the DROP as of the ratification date of this Agreement, they will cease making any contribution to the Plan unless and until they complete five years in the DROP and remain in the DROP at that time. DROP earnings will be variable and based on the performance of the Plan with a floor of zero and a cap of 5% per year. Any earnings in excess of five percent (5%) will go back into the Plan.

2. All employees are eligible to enter DROP upon reaching age 50 with 10 years of service.

All other benefits, rights and privileges will remain the same.

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

An employee injured on or off duty who has applied for disability payments or Worker's Compensation Insurance, may be required to work light or modified duty if medically permitted. An employee who cannot fulfill the job requirements of his/her position due to a medical impairment may request to be placed on light duty. The decision to grant an employee's request for light or modified duty is at the sole discretion of the Fire Chief and may not be grieved. While on light or modified duty, an employee shall participate in all departmental training or classes as long as such activities do not pose any risk to the employee.

Modified Duty for Pregnancy/Maternity

At the request of a pregnant employee and upon the submission of a medical certification of pregnancy, the City may allow such employee to work in a light/modified capacity for the duration of the employee's pregnancy in the sole discretion of the City Manager and/or Fire Chief. During this time, the employee shall perform any and all duties assigned to her by the City, so long as such duties are not hazardous to the employee and do not pose a risk to the employee's pregnancy. If no light or modified duty is available, the City may, in the sole discretion of the City Manager or Fire Chief, allow the employee to take paid time off without any deduction to the City's leave banks. During any such approved light / modified duty or paid time off, the bargaining unit member shall continue to receive full pay and benefits as though she was still in regular full duty status with the City.

ARTICLE 41

SELF-CONTAINED BREATHING APPARATUS

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

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

ARTICLE 42
BILL OF RIGHTS

Both parties agree to follow Sections 112.80 – 112.84, Florida Statutes, entitled “Firefighters’ Bill of Rights”.

ARTICLE 43

SMOKING POLICY

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

ARTICLE 44

WELLNESS PROGRAM

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

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

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

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

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

Required Exercise

The following exercises are recommended:

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

3. Weight training
4. Cool down/stretching

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

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

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

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

A Wellness Program medical examination will be performed annually, on-duty by a physician mutually agreed upon by the Union and City. As part of the annual medical examination after the completion of 1, 3, 6 and 9 years of City service and every completed year thereafter, employees shall, at their option, also be provided with a comprehensive medical evaluation by Lifescan, Inc. The cost of the exam (including the Lifescan, Inc. exam as applicable) shall be borne by the City and shall not affect the cost of the employees' medical insurance. If conditions warrant and the approved physician deems it necessary, additional testing and care may be suggested and performed at the employees' option. As a result of the Wellness Program, if it is found that an employee is not fit for duty because of a medical or emotional problem, he/she shall be given sick leave, vacation, disability and other benefit leaves which he or she is eligible for before adverse personnel action is taken. A mutually agreed upon confidentiality form signed by the physician either authorizing return to work, or denying the employee for medical reasons for return to work or approving return to work with exceptions, will be used by the doctor to notify the City of the employees exam results to protect patient/doctor confidentiality. Blood and urine tests will only be those specified below.

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

Blood and Urine Tests

CBC (Compare Blood Count)
CMP (Comprehensive Metabolic Panel, as attached)
Cholesterol
Triglycerides

TSH (Thyroid)

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

Comprehensive Metabolic Panel

A/G Ratio

Albumin

Alkaline Phosphatase

AST (SGOT)

BUN

BUN/Creatinine Ratio (C)

Calcium

Carbon Dioxide

Chloride

Creatinine

Globulin (C)

Glucose

Potassium

Sodium

Sodium

Total Bilirubin

Total Protein

(C) = Calculated Tests

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

1. Don a breathing apparatus.
2. Climb the Aerial Ladder while elevated to 65 feet (at safe recommended climbing angle).
3. Advance 50 feet of 3 inch hose to the second floor via the stairs (dry rolled or flaked).
4. Carry the 1 1/2 inch "HI-RISE" kit to the third floor via the stairs (10' of 2" hose and 75' of 1 1/2" hose, one gated Y and one 1 1/2 nozzle).

5. Advance a 1 1/2 pre-connect 100 feet on a flat surface (advance a dry 1 1/2 on a flat surface).

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

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

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

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

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

ARTICLE 45

INSPECTOR/FIRE FIGHTER

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

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

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

4. Vacation benefits shall be as follows:

Upon first anniversary of employment

& thereafter 2 work weeks

Upon fifth anniversary and thereafter 3 work weeks

Upon tenth anniversary and thereafter 4 work weeks

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

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

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

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

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

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

10. The Lieutenant's promotional exam shall 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 Lieutenants' promotional exam test scores.

ARTICLE 46

SPECIAL ASSIGNMENT

1. An employee shall receive an additional 8% on his/her current base pay.
2. Normal work schedule shall consist of a 40 hour work week (10 hour day during the day light hours, Monday through Saturday) except during approved leave.
3. Vacation benefits shall be as follows.

Upon first anniversary of employment

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

All vacation time and sick time earned on shift work and unused when the employee transfers to the day shift shall be converted equitably based on the formula .833 X the number of hours earned on shift work. It is understood that should the day employee 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 employee shall be eligible for up to 40 hours funeral leave.

5. It is understood that the employee 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 the City considers necessary for their certification and its Continuing Education Credit requirement as it pertains to the special assignment position the employee is functioning in.

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

8. City shall provide one (1) personal day off per year for each employee working in a special assignment.

9. Employees under special assignment will be eligible to have their names added to the detail overtime list in accordance with Article 33 – Overtime.

ARTICLE 47

DRUG TESTING

1. Bargaining unit members are prohibited from using illegal drugs or legal drugs outside of the scope of their permitted use at any time whether on or off duty and are prohibited from being under the influence of alcohol while on duty.

2. The City may require any employee to submit to a drug or alcohol test pursuant to the City's Drug Testing policy applicable to all City employees. For random drug testing, the City's drug testing contractor will randomly draw the names of 16 bargaining unit members per calendar quarter. Reasonable suspicion testing will be conducted in accordance with City policy.

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

4. The following procedures shall apply to the drug and alcohol tests administered to employees:

(A) The City may request urine samples for the presence of drugs and a breathalyzer test for the presence of alcohol. A urine sample shall be split and one part of the split sample shall be screened instantly; the other sample will be sent to a laboratory and tested only if the instant test results are positive. If the instant sample tested positive, the employee will be placed on administrative leave without pay pending the results of the confirmatory test. If the confirmatory test reveals a negative result, the employee will be provided with back pay retroactive to the date he/she was placed on leave without pay. A breathalyzer test result of over .02 for the presence of alcohol will necessitate a second test being conducted 15 minutes later. If the result is between .02 and .04 blood alcohol level on the second test, the employee will be sent home for the day without pay (or may use sick or vacation leave), but will not be disciplined. If the result of the second test is above .04 for blood alcohol, the employee will be placed on administrative leave without pay pending a final disciplinary action from the City.

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

(D) After considering the results of the test(s), the City may take such disciplinary action as is appropriate pursuant to this agreement. Such disciplinary action may include referral to a substance abuse program or Employee Assistance Program for Assessment, counseling and referral for treatment and rehabilitation as appropriate.

(E) The results of urine 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 on urine specimens:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines/Methamphetamine	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	200 ng/mL	200 ng/mL
Cocaine	150 ng/mL	150 ng/mL
Tetrahydrocannabinol (Marijuana)	50 ng/mL	15 ng/mL
MDMA (Ecstasy)	500 ng/mL	250 ng/mL
Methadone	300 ng/mL	150 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates		
Codeine	2000 ng/mL	2000 ng/mL
Morphine	2000 ng/mL	2000 ng/mL
Hydrocodone	500 ng/mL	100 ng/mL
Hydromorphone	500 ng/mL	100 ng/mL
Oxycodone	100 ng/mL	100 ng/mL
Heroin	750 ng/mL	10 ng/mL
Phenecyclcline	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	150 ng/mL
Alcohol (Ethanol)	0.04g/dl	0.04g/dl

Samples will also be tested for the following adulterants that may impact the results of drug tests:

Creatinine (CR)	20-200 mg/dl
Nitrite (NI)	0-5.0
Oxidants/Bleach (OX)	positive
ph (PH)	4-9
Specific Gravity (SG)	1.005-1.025

If specific gravity is low, a second test with a second specimen will be conducted between 1-2 hours later.

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

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 assistance for alcohol and substance abuse through the Employee Assistance Program may not be disciplined for seeking such assistance, provided such request was completely voluntary and not because the employee was being sent for drug or alcohol testing. Request from employees 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

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

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

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

ARTICLE 49

OUTSIDE ACTIVITIES

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

ARTICLE 50
CIVIL SERVICE RULES

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

ARTICLE 51

LABOR MANGEMENT

The Fire Chief shall schedule a labor management meeting with Union leadership up to two times per month to discuss matters of interest to both parties. Such meetings may be requested by the Fire Chief or the Union President. The purpose of such meetings is to facilitate open communication and resolution of issues of mutual concern.

ARTICLE 52
TERM OF AGREEMENT

This contract will commence October 1, 2021 and remain in effect until September 30, 2024.

SIGNATURE PAGE

Agreed to this ____ day of _____, 2021, and between the respective parties through an authorized representative or representatives of the Union and by the Manager of the City.

ATTEST:

Brian Powell
President, IAFF
LOCAL 3080

Michael Lombardi
Dist. Vice President II
LOCAL 3080

ATTEST:

Desorae Giles-Smith
City Manager
CITY OF LAUDERHILL

Approved as to form:

Brett J. Schneider, Esq.
Special Labor Counsel

Earl Hall, Esq.
City Attorney

APPENDIX A

EDUCATIONAL REIMBURSEMENT

List of Courses Qualifying for Reimbursement Pursuant to Article 21, Paragraph A (Course Numbers as used by Broward Community College):

All FFP and EMS Courses
ENC 2201 – Technical Report Writing
POS 1112 – State and Local Government
CGS 1100 – Introduction to Computer Applications
HSC 1531 – Medical Terminology
BSC 1085 – Anatomy & Physiology I
BSC 1085L – Anatomy & Physiology I Lab
BSC 1086 – Anatomy & Physiology II
BSC 1086L – Anatomy & Physiology II Lab
APB 1600 – Pharmacology I
SPC 1024 – Introduction to Speech

List of Degree Programs Qualifying for Reimbursement Pursuant to Article 21, Paragraph B:

A.S.—Fire Science Technology
A.S. – Emergency Medical Services Technology
B.S. – Management/Fire Science Management or related field
M.S. – Management/Fire, EMS or related field
Doctorate Degrees – as approved by the City

List of Schools Where There is No Cap On Number Of Credit Hours Of On-Line Courses That May Be Taken Pursuant to Article 21, Paragraph M:

University of Florida
Florida State University
University of South Florida
University of Miami
Florida Agricultural & Mechanical University
University of Central Florida
Florida International University
Florida Atlantic University
University of West Florida
University of North Florida
Florida Gulf Coast University
New College of Florida
Barry University
Bethune-Cookman College

Eckerd College
Embry-Riddle
Florida Institute of Technology
University of Tampa
Nova Southeastern University
Ringling School of Art & Design
Rollins College
St. Thomas University
Stetson University
Florida Southern College
Brevard Community College
Broward Community College
Central Florida Community College
Daytona Beach Community College
Edison Community College
Florida Community College/Jacksonville
Florida Keys Community College
Gulf Coast Community College
Hillsborough Community College
Indian River Community College
Lake-Sumter Community College
Manatee Community College
Miami-Dade Community College
North Florida Community College
Okaloosa-Walton Community College
Palm Beach Community College
Pasco-Hernando Community College
Pensacola Junior College
Polk Community College
St. Johns River Community College
St. Petersburg Junior College
Santa Fe Community College
Seminole Community College
South Florida Community College
Tallahassee Community College
Valencia Community College

APPENDIX B
SALARY SCHEDULES

FY 2019

Position	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year
Firefighter/EMT	57,660	60,544	63,570	66,749	70,086	73,592	77,271	81,134
Firefighter/Med	63,428	66,600	69,929	73,426	77,097	80,952	84,999	89,249
Driver Engineer				777,096	80,951	84,998	89,248	93,710
Lieutenant						95,493	100,269 5	105,285
Captain						102,179	107,288	112,652
Battalion							124,154	

APPENDIX C
PAYROLL DEDUCTION AUTHORIZATION

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 D

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 THESE 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 A FIREFIGHTER UNTIL THESE ABNORMALITIES ARE CORRECTED.

PHYSICIAN'S NAME
SIGNATURE