

LAUDERHILL FIRE-RESCUE

IAFF LOCAL 3080

CBA

2009-2012



Resolution

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAUDERHILL, FLORIDA

AND

METRO BROWARD PROFESSIONAL FIRE FIGHTERS

LOCAL 3080

OCTOBER 1, 2009 through SEPTEMBER 30, 2012

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TABLE OF CONTENTS

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

TABLE OF CONTENTS

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

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
ARTICLE 28.....	34
HOURS	34
ARTICLE 29.....	35
ENVIRONMENTAL CONDITIONS	35
ARTICLE 30.....	36
ON THE JOB INJURY	36
ARTICLE 31.....	37
WAGES.....	37
ARTICLE 32.....	38
LONGEVITY.....	38
ARTICLE 33.....	39
OVERTIME	39
ARTICLE 34.....	40
DRIVERS	40
ARTICLE 35.....	41
SEVERABILITY.....	41
ARTICLE 36.....	42
PROBATIONARY PERIOD	42
ARTICLE 37.....	43
PERSONAL LIABILITY PROTECTION	43
ARTICLE 38.....	44
PENSION AND RETIREMENT.....	44
ARTICLE 39.....	51
INTEGRITY OF FIRE DEPARTMENT	51
ARTICLE 40.....	52
LIGHT DUTY	52
ARTICLE 41.....	53
SELF-CONTAINED BREATHING APPARATUS.....	53

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
ARTICLE 42.....	54
BILL OF RIGHTS.....	54
ARTICLE 43.....	55
SMOKING POLICY.....	55
ARTICLE 44.....	56
WELLNESS PROGRAM.....	56
ARTICLE 45.....	60
INSPECTOR/FIRE FIGHTER.....	60
ARTICLE 46.....	61
INSPECTOR LIEUTENANT.....	61
ARTICLE 47.....	62
DRUG TESTING.....	62
ARTICLE 48.....	65
INFECTIOUS DISEASES.....	65
ARTICLE 49.....	66
CAPTAINS.....	66
ARTICLE 50.....	67
OUTSIDE ACTIVITIES.....	67
ARTICLE 51.....	68
CIVIL SERVICE RULES.....	68
ARTICLE 52.....	69
TERM OF AGREEMENT.....	69
SIGNATURE PAGE.....	70
APPENDIX A.....	71
EDUCATIONAL REIMBURSEMENT.....	71
APPENDIX B.....	73
SALARY SCHEDULES.....	73

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
APPENDIX C	82
POSITION REQUIREMENTS	82
APPENDIX D	93
PAYROLL DEDUCTION AUTHORIZATION	93
APPENDIX E	94
MEDICAL RELEASE FORM	94
<hr/>	
B	
BILL OF RIGHTS	
ARTICLE 42	54
BULLETIN BOARDS	
ARTICLE 10	14
<hr/>	
C	
CALL BACK PAY	
ARTICLE 17	21
CAPTAINS	
ARTICLE 49	66
CIVIL SERVICE RULES	
ARTICLE 51	68
<hr/>	
D	
DISCIPLINE	
ARTICLE 9	13
DRIVERS	
ARTICLE 34	40
DRUG TESTING	
ARTICLE 47	62
DUES CHECK-OFF	
ARTICLE 3	4
<hr/>	
E	
EDUCATION	
ARTICLE 21	26
ENVIRONMENTAL CONDITIONS	
ARTICLE 29	35

F

FUNERAL LEAVE

ARTICLE 22.....	28
-----------------	----

G

GRIEVANCE PROCEDURE

ARTICLE 8.....	10
----------------	----

H

HOLIDAYS

ARTICLE 19.....	24
-----------------	----

HOURS

ARTICLE 28.....	34
-----------------	----

I

INFECTIOUS DISEASES

ARTICLE 48.....	65
-----------------	----

INSPECTOR LIEUTENANT

ARTICLE 46.....	61
-----------------	----

INSPECTOR/FIRE FIGHTER

ARTICLE 45.....	60
-----------------	----

INSURANCE

ARTICLE 27.....	33
-----------------	----

INTEGRITY OF FIRE DEPARTMENT

ARTICLE 39.....	51
-----------------	----

J

JURY DUTY AND WITNESS PAY

ARTICLE 11.....	15
-----------------	----

L

LAYOFF

ARTICLE 13.....	17
-----------------	----

LEAVE OF ABSENCE

ARTICLE 26.....	32
-----------------	----

LIGHT DUTY

ARTICLE 40.....	52
-----------------	----

LONGEVITY

ARTICLE 32.....	38
-----------------	----

M

MANAGEMENT RIGHTS

ARTICLE 5.....	6
----------------	---

cl
Ad

N

NON-DISCRIMINATION	
ARTICLE 1.....	2

O

ON THE JOB INJURY	
ARTICLE 30.....	36
OUTSIDE ACTIVITIES	
ARTICLE 50.....	67
OVERTIME	
ARTICLE 33.....	39

P

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

S

SAFETY AND HEALTH	
ARTICLE 25.....	31
SELF-CONTAINED BREATHING APPARATUS	
ARTICLE 41.....	53
SENIORITY	
ARTICLE 7.....	8
SEVERABILITY	
ARTICLE 35.....	41
SHIFT EXCHANGE	
ARTICLE 14.....	18
SICK LEAVE	
ARTICLE 18.....	22
SMOKING POLICY	
ARTICLE 43.....	55

T

TERM OF AGREEMENT	
ARTICLE 52.....	69
TIME POOL	
ARTICLE 15.....	19
TRAINING LIBRARY	
ARTICLE 23.....	29

sl
ml

U

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

V

VACATION	
ARTICLE 20.....	25

W

WAGES	
ARTICLE 31.....	37
WELLNESS PROGRAM	
ARTICLE 44.....	56
WORKING OUT OF CLASSIFICATION	
ARTICLE 16.....	20

d

M

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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.

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

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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.

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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.

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ARTICLE 6

UNION STEWARDS AND REPRESENTATIVES

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

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

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

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

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

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

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

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

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

ARTICLE 8
GRIEVANCE PROCEDURE

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

Grievances shall be processed in accordance with the following procedure:

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

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

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

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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 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) days of the date on which the disciplinary notice is placed in his/her file. Employees shall have the right to Union representation at all meetings concerning discipline or discharge. At the employee's request, vacation time may be used in lieu of suspension.

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

ARTICLE 10
BULLETIN BOARDS

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

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

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

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

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

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

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3 **ARTICLE 12**

4 **PROMOTION**

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6 The parties agree to follow the current or amended Civil Service Regulations on
7 promotions.
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9 No employee shall be required to take a promotional examination for any position if the
10 employee does not wish to do so.
11

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

23 Examination results shall be made available as soon as possible after the examination.
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25 Prior to a lieutenant's test being given, a driver's test will be given, provided that three
26 or more employees are eligible to take the driver's test who were not eligible when the
previous driver's test was given.

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3 **ARTICLE 13**

4 **LAYOFF**

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

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

17
18 Severance pay for layoffs shall be one (1) week's pay after one (1) year of service and
19 two (2) weeks' pay for two (2) or more years of service.

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

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2 **ARTICLE 14**

3 **SHIFT EXCHANGE**

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

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

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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.

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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

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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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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	- 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.

1 An employee not utilizing sick leave during any 6 month period shall be awarded a 12
2 hour floating holiday which may be used during the forthcoming year or added to the
3 employee's vacation.
4

5 Notwithstanding the foregoing, sick pay will be granted to Battalion Chiefs at the rate of
6 12 shifts per year, accrued biweekly. Battalion Chiefs having more than 15 shifts of
7 accrued sick leave may liquidate shifts in excess of 15 based upon the following
8 schedule:
9

10 15.5 - 30.0 shifts at 50%

11 30.5 shifts and above at 75%
12

13 While employed by the City, Battalion Chiefs may not sell back more than 7.5 shifts per
14 anniversary year.
15

16 In the event of an employee's death, the City agrees to issue a check to the employee's
17 beneficiary, within ten (10) business days of the employee's death, for any accrued
18 sick, vacation, holiday and other accrued time that the employee would have been
19 entitled to be paid out for and at the rate of pay that the payout would have been
20 provided to the employee had he/she separated employment with the City.
21

22 An employee becoming pregnant after the completion of the initial probationary period
23 shall be entitled to the same rights as any non-probationary employee who has a
24 temporary condition that limits his/her ability to perform his/her essential job functions.
25

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

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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

During the first year of this CBA (i.e., FY 2009-2010), each employee will receive twelve (12) hours pay at straight time for ten (10) earned holidays which shall be paid at the time the holiday occurs. The remaining two holidays (total of 24 hours) shall be taken as paid time off in conjunction with vacation leave. An employee may elect, at his/her discretion and upon approval of the Chief to take an additional twenty-four (24) hours (two holidays) as compensated time in lieu of payment for two of the ten (10) paid holidays.

Beginning in the second year of this CBA (i.e., FY 2010-2011), each employee will receive twelve (12) hours pay at straight time for twelve (12) 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 twelve (12) paid holidays.

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 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.

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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 during on-duty hours is discontinued. Employees wishing to attend approved college courses or classes during on-duty hours may do so with the approval of the Fire Chief or his designee. Such approval may be granted if the granting of such approval will not reduce staffing below minimum levels established by the department on the Staffing Logic Chart ("Minimum Staffing"). If initial approval is denied because staffing would fall below Minimum Staffing, an employee may, at the discretion of the Chief or his designee, still be permitted to attend class (1) with an approved shift exchange and (2) if their stand-in is physically present at the assignment location. In such cases, advance notice pursuant to Article 14 may be waived by the Department.

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

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

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2 **ARTICLE 24**

3 **UNIFORMS - LIFE SUPPORT EQUIPMENT**

4 All uniforms (with the exception of shoes, socks, and underclothes) and all protective
5 clothing, required in Departmental Rules and Regulations and the Departmental Policy
6 Manual, required of the employees to wear in the performance of their duties shall be
7 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

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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.

1 **ARTICLE 26**

2 **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.

1 **ARTICLE 32**

2 **LONGEVITY**

3 Bargaining unit members with ten (10) to fourteen (14) years of service shall receive
4 two percent (2%) longevity pay paid in a lump sum. Bargaining unit members with
5 fifteen (15) to nineteen (19) years of service shall receive three percent (3%) longevity
6 pay paid in a lump sum. Bargaining unit members with twenty (20) or more years of
7 service shall receive four percent (4%) longevity pay paid in a lump sum
8

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

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

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F.D.

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 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.

Before working overtime, employees must have worked 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.

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ARTICLE 35
SEVERABILITY

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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.

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2 **ARTICLE 37**

3 **PERSONAL LIABILITY PROTECTION**

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

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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.

Within ninety (90) days following ratification of this Agreement, the City agrees to revise the Plan to make it a Two Tier Plan as set forth below. All other benefits other benefits, rights and privileges will remain the same, except for certain minimum benefit improvements which must still be made.

TIER ONE

Employees hired on or before September 30, 2009 shall be part of Tier One of the Plan. Tier One shall consist of all the benefits and contributions offered by the Plan as of September 30, 2009, which includes, but is not limited to, the following:

A. Effective October 1, 2003, Tier One 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 Tier One members 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 for Tier One members 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 a Tier One member 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 Tier One member 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 for Tier One members 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

1 allocable to Tier One members and Tier One beneficiaries receiving benefits under the
2 article, and only in such amount as exceeds the investment return assumed for
3 purposes of the actuarial valuation of the fund and the total experience gain under the
4 plan as compared to the actuarial assumptions. The benefit increase granted in any
5 one calendar year shall in no event exceed three percent of the amount being paid
6 immediately prior thereto. Further, any increase granted under this provision shall be
7 expressed as a percentage of a Tier One retiree's current benefit, and such percentage
8 shall be uniform as respects all Tier One retirees in any given year, except that retirees
9 whose payments start during a fiscal year shall receive a pro rata increase reflecting the
10 number of payments received divided by twelve. The increase shall be calculated for
11 each year ending September 30, and shall be payable beginning the following October
12 1. The implementation of this paragraph "D" shall be subject to prior receipt by the City
13 of notification from the state that no pre-funding of this benefit shall be required.
14

15 If the City is notified by the State that pre-funding is required, this article shall be re-
16 opened for further discussion and negotiations.
17

18 E. The retirement benefit for Tier One members shall be based on the average of
19 annual earnings for the highest consecutive three (3) years of the ten (10) full years
20 immediately preceding the member's actual retirement or termination date.
21

22 F. Deferred Retirement Option Plan ("DROP") - shall be established and
23 administered by the Board for Tier One members. A Tier One member may enter the
24 DROP as set forth herein.
25

26 1. Eligibility.
27

28 A Tier One member may enter into the DROP on the first day of the month following the
29 member's completion of twenty (20) years of credited service or upon earning an eighty
30 percent (80%) pension benefit. DROP participation shall be for a maximum of five (5)
31 years. The number of months an employee may participate in the DROP shall be
32 reduced by one month for each month of eligibility following the completion of twenty
33 (20) years of credited service or following the member's reaching an eighty percent
34 (80%) pension benefit during which the employee does not participate in the DROP.
35

36 2. Written Election.
37

38 A Tier One member electing to participate in the DROP must complete and execute the
39 proper forms, which shall be supplied by the Trust Fund, and must resign his/her
40 employment with the City. These forms must be submitted to the Pension Board no
41 later than ninety (90) days after the member becomes eligible to enter the DROP.
42

43 3. Limitation/Disqualification for Other Benefits.
44

1 A Tier One member may participate in the DROP only once. After commencement of
2 participation in the DROP, the Tier One member shall no longer earn or accrue
3 additional vesting credits toward retirement benefits and shall not be eligible for
4 disability or pre-retirement death benefits in the City of Lauderhill Firefighters Trust
5 Fund.

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7 4. Cessation of Contributions.

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9 Upon the effective date of a Tier One member's commencement of participation in the
10 DROP, the Tier One member's contributions to the City of Lauderhill Firefighters
11 Retirement Trust Fund shall be discontinued.

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13 5. Benefit Calculation.

14
15 For all City of Lauderhill Firefighters Retirement Trust Fund purposes, the service and
16 vesting credits of a Tier One member participating in the DROP shall remain as they
17 existed on the effective date of commencement of participation in the DROP. The Tier
18 One member shall not earn or be credited with any additional vesting credits after
19 beginning DROP participation. Service and earnings thereafter shall not be recognized
20 by the City of Lauderhill Firefighters Retirement Trust Fund or used for the calculation
21 or determination of any benefits payable by such Trust Fund.

22
23 The average final compensation of the Tier One member shall remain as it existed on
24 the effective date of commencement of participation in the DROP. When the Tier One
25 member actually terminates employment with the City, payment for accrued unused
26 leave (vacation, holiday, etc.) shall be made. Tier One members must elect their
27 permanent optional form of benefit at the time of the applying for the DROP.

28
29 6. Payments to DROP Account.

30
31 The monthly retirement benefits, including any future cost of living increases, that would
32 have been payable had the Tier One member elected to cease employment and
33 receive a normal retirement benefit shall be deposited in the Tier One member's DROP
34 account.

35
36 7. DROP Account Earnings.

37
38 After each fiscal year quarter, the Tier One member's deferred retirement option
39 account shall be credited at a rate of interest equal to the actual rate of return achieved
40 by the Trust Fund net of investment and other direct administrative expenses.
41 However, Tier One members will have the option to deposit DROP account earnings in
42 a fixed investment account to be determined by the pension board.

43
44 8. Maximum Participation.

1 A Tier One member may participate in the DROP for a maximum of sixty (60) months.
2 At the conclusion of the sixty (60) months, the Tier One member shall terminate his/her
3 employment with the City. The Tier One member may terminate DROP participation by
4 advancing their resignation from City employment to a date prior to that submitted by
5 the Tier One member as part of the DROP application.
6

7 9. Expenses.
8

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

13 10. Payout.
14

15 a) Upon the termination of a Tier One DROP member's City employment (for any
16 reason, whether by resignation, discharge or death), the retirement benefits payable to
17 him/her or to his/her beneficiary (if the member is entitled to an optional form of
18 retirement benefit which provides for payments to the beneficiary) shall be paid to the
19 member, the member's beneficiary or the member's estate and shall no longer be
20 deposited into the participant's DROP account.
21

22 b) Within thirty (30) days after the end of any calendar quarter following the
23 termination of a Tier One member's employment, the balance in the Tier One member's
24 DROP account shall be payable at the Tier One member's option:
25

26 (i) In full in a single lump sum payment, all accrued DROP benefits, plus interest,
27 less withholding taxes remitted to the Internal Revenue Service (IRS), paid to the Tier
28 One member or surviving beneficiary, or;
29

30 (ii) As a direct rollover into any qualified plan that accepts rollovers, as defined in
31 Section 402(c)(8)(B), Internal Revenue Code (IRC). If benefit is to be paid to a
32 designated beneficiary, the transfer shall be to an individual retirement account or
33 annuity as described in Section 402 (c)(9), IRC.
34

35 Regardless of the option selected by the Tier One member, the Board of Trustees has
36 the right to accelerate payments in order to comply with Section 401(A)(9) of the
37 Internal Revenue Code and the right to withhold payments to comply with Section 415
38 of the Internal Revenue Code.
39

40 11. Death.
41

42 If a Tier One DROP member dies before the account balance is paid out in full, the Tier
43 One member's designated beneficiary shall have the same rights as the Tier One
44 member to elect and receive the pay-out options set forth in paragraph 10 above.
45 DROP payments to a beneficiary shall be in addition to any retirement benefits payable

1 to the designated beneficiary. Tier One members who are or have been DROP
2 participants are not eligible for pre-retirement death or disability benefits.
3

4 G. Effective October 1, 2000, all firefighter retirees (Tier One and Tier Two) and
5 firefighter designated beneficiaries receiving benefits on October 1, 2003 or thereafter
6 may be eligible for an annual supplemental benefit. Such supplemental benefit shall be
7 computed as follows:
8

9 Seventy-five percent (75%) of the City of Lauderhill Firefighters Retirement Trust Fund's
10 prior year's actuarial gain remaining after the application of annual cost of living
11 adjustments plus seventy-five percent (75%) of any increase in the percentage of
12 covered payroll received by the City pursuant to Section 175.121, Florida Statutes, over
13 the amount received by the City in 1997 shall be defined as the "available actuarial
14 gain."
15

16 The available actuarial gain for a fiscal year shall be calculated by the following June 1
17 and shall be paid to the City of Lauderhill or to the individual firefighter retiree or
18 firefighter survivor to be utilized per capita to subsidize up to one year's payments for
19 retiree health insurance due from each firefighter retiree and firefighter survivor who
20 receives benefits from the Trust Fund, which payments shall be equal to the premium
21 cost for such insurance as provided by the City of Lauderhill. The subsidy shall be paid
22 in accordance with the recommendation of the pension board, provided that there is no
23 additional cost to the City.
24

25 Should the available actuarial gain not be fully expended by this supplemental benefit,
26 then the balance, together with any unexpended available actuarial gain from prior
27 years, shall be accrued by the Trust Fund in a "Future Benefit Reserve Account." Such
28 account shall be used only to pay the full cost of additional future benefits to the Trust
29 Fund's retirees and designated beneficiaries. Determination and payment of such
30 future benefits are hereby delegated by the City to the Board of Trustees in its sole
31 discretion.
32

33 Premium costs shall be determined in accordance with Section 112.0801, Florida
34 Statutes.
35

36 Participants in the DROP shall not receive credit for such supplemental benefit.
37

38 H. Each retiree, including retirees who retired prior to October 1, 2006, shall have
39 their monthly retirement benefits increased by a sum equal to 1.5% per year (the
40 "COLA"), to be paid monthly. For those persons who retired prior to or on October 1,
41 2003, the first COLA payment will be due on October 1, 2006, and each successive
42 COLA increase shall be paid on each October 1 thereafter. For all other retirees, the
43 first COLA payment will be due on the third anniversary of the retiree's retirement, and
44 each successive COLA increase shall be paid on each successive anniversary of date

1 of the retiree's retirement. Such COLA shall be paid to each designated beneficiary
2 following the retiree's death, with increases as set forth above.
3

4 I. Effective October 1, 2006, the City agrees to establish and participate in a post-
5 employment retiree Health Savings Plan ("Plan") as a benefit for the bargaining unit
6 members. This Plan will allow employees to voluntarily place funds in a health
7 insurance retirement account. For all employees who participate, the City shall match
8 the employee's contribution into the Plan up to one percent (1%) of his/her base salary
9 per fiscal year. Base salary for the purposes of this Section is defined as the
10 employee's salary with no additional adjustments (i.e. no overtime, longevity, or any
11 other salary adjustments). Employees shall be responsible for any and all
12 administrative fees associated with the set up and maintenance of the Plan. The
13 employees shall follow all rules and regulations set by the Plan administrator. The Plan
14 administrator shall be chosen by the City and the City may change the Plan
15 administrator at its sole discretion.
16

17 TIER TWO

18
19 Employees hired on or after October 1, 2009 shall be part of Tier Two of the Plan. Tier
20 Two members shall have the same rights, privileges and responsibilities in connection
21 with their Pension Plan as Tier One members, except as follows:
22

23 A. Tier Two members' contribution rate shall be 13.72 percent (13.72%) of pay.
24

25 B. The normal retirement date for Tier Two members shall be the date upon which
26 members attain 25 years of credited service or the date upon which members attain
27 age 55 with 10 years of credited service.
28

29 C. The normal retirement benefit for Tier Two members shall be calculated using a
30 3% multiplier for each year of credited service for a maximum normal retirement benefit
31 of 75% of final monthly compensation. Such members may increase their pension
32 multiplier to 3.5% provided that all costs associated with such an increase (or its
33 actuarially equivalent cost) are borne solely by the member as determined by the Plan
34 actuary. The cap of 75% of final monthly compensation is inapplicable for members
35 who purchase an enhanced multiplier; however, a member's total benefit shall not
36 under any circumstances exceed 100% of his/her average final compensation.
37

38 D. Tier Two members who retire shall have their monthly retirement increased by a
39 sum equal to the net return of the Plan per year (i.e., the gross return of the Plan less
40 the Plan's administrative costs) ("Tier Two COLA"), with a 1.5% cap and a 0% floor per
41 year. Before a Tier Two retiree is entitled to a Tier Two COLA, the Tier Two retiree
42 must have been retired for three years. Following the death of a Tier Two retiree, the
43 Tier Two COLA will be paid to each designated beneficiary.
44

1 E. Tier Two members may enter into the DROP on the first day of the month
2 following the member's completion of 25 years of credited service. A Tier Two member
3 may participate in the DROP for a maximum of 60 months. The number of months a
4 member may participate in the DROP shall be reduced by 1 month for each month of
5 eligibility following the completion of 25 years of credited service during which the
6 member does not participate in the DROP. On each October 1, January 1, April 1, and
7 July 1, the Tier Two member's DROP account shall be credited at a rate of interest
8 equal to the net return achieved by the Plan (i.e., the gross return of the Plan minus the
9 Plan's administrative costs). The DROP variable interest rate for Tier Two members
10 shall have a floor of 0% (i.e., DROP accounts cannot decrease). Tier Two members
11 shall not have the option of receiving a fixed amount in their DROP account.

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ARTICLE 39

INTEGRITY OF FIRE DEPARTMENT

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

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

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 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 duty is at the sole discretion of the Fire Chief and may not be grieved.

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ARTICLE 42
BILL OF RIGHTS

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

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A

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

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. Such medical examination will
19 include a drug test, which shall be administered in accordance with Article 47, Section 4
20 of this Agreement. The cost of the exam shall be borne by the City and shall not affect
21 the cost of the employees' medical insurance. If conditions warrant and the approved
22 physician deems it necessary, additional testing and care may be suggested and
23 performed at the employees' option. As a result of the Wellness Program, if it is found
24 that an employee is not fit for duty because of a medical or emotional problem, he/she
25 shall be given sick leave, vacation, disability and other benefit leaves which he or she is
26 eligible for before adverse personnel action is taken. A mutually agreed upon
27 confidentiality form signed by the physician either authorizing return to work, or denying
28 the employee for medical reasons for return to work or approving return to work with
29 exceptions, will be used by the doctor to notify the City of the employees exam results
30 to protect patient/doctor confidentiality. Blood and urine tests will only be those
31 specified below.
32

33 Any medical tests performed, in conjunction with the annual physical, should be
34 mutually agreed upon by both parties.
35

36 Blood and Urine Tests
37

38 CBC (Compare Blood Count)

39 CMP (Comprehensive Metabolic Panel, as attached)

40 Cholesterol

41 Triglycerides

42 TSH (Thyroid)
43

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

1
2 Comprehensive Metabolic Panel

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

21
22 (C) = Calculated Tests
23
24

25 At the end of each year, in the month of February, a job related physical ability test will
26 be conducted on-duty during week-day, daylight hours before 1700 hours, and shall
27 consist of Job related tasks, and shall be so designed as to measure the proficiency of
28 Firefighters. The yearly test shall consist of the following:
29

- 30 1. Don a breathing apparatus.
31
32 2. Climb the Aerial Ladder while elevated to 65 feet (at safe recommended
33 climbing angle).
34
35 3. Advance 50 feet of 3 inch hose to the second floor via the stairs (dry rolled
36 or flaked).
37
38 4. Carry the 1 1/2 inch "HI-RISE" kit to the third floor via the stairs (10' of 2"
39 hose and 75' of 1 1/2" hose, one gated Y and one 1 1/2 nozzle).
40
41 5. Advance a 1 1/2 pre-connect 100 feet on a flat surface (advance a dry 1
42 1/2 on a flat surface).
43
44 6. Swim 50 meters in the pool (any style).
45

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

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

6 A re-test shall be taken three months after the first in the event of failure by an
7 employee. If an employee is unable to pass the physical agility test on his/her second
8 try, a final third test will be given within the next three months, or sooner if the employee
9 requests. A medical exam may be required before any re-test if recommended by the
10 Doctor. During re-testing, an employee shall continue to serve on active duty unless
11 medically restricted. At no time will the initial physical agility test be given without first
12 receiving the annual medical exam and authorization by the program's physician
13 (Appendix E). An on-duty Union Representative shall be permitted to be present at all
14 tests. The agility test shall not be given after an emergency response of longer than
15 one hour and at least one hour rest shall be given upon return from any response.
16

17 An employee shall be entitled to postpone the agility test with just cause. At least 72
18 hours advance written notice shall be given to the Union and each employee before the
19 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	3 work weeks
Upon tenth anniversary and thereafter	4 work weeks

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

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

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

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

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

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

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ARTICLE 46

INSPECTOR LIEUTENANT

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

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

3. Vacation benefits shall be as follows.

Upon first anniversary of employment

& thereafter

2 work weeks

Upon fifth anniversary and thereafter

3 work weeks

Upon tenth anniversary and thereafter

4 work weeks

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

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

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

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

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

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

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

ARTICLE 47
DRUG TESTING

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2
3 1: The City may require any employee to submit to a drug or alcohol test
4 when it has a reasonable suspicion that the employee to be tested is under the
5 influence of or using illegal drugs, narcotics, or alcohol. The term "reasonable
6 suspicion", for the purposes of this policy, shall be defined as follows:
7

8 (A) Aberrant or unusual on-duty behavior of an employee.
9

10 (B) Behavior which is a recognized and accepted symptom(s) of intoxication
11 or impairment caused by controlled substances.
12

13 (C) The behavior is not reasonably explained as resulting from causes other
14 than the use of controlled substances.
15

16 2. Behavior described in paragraphs A, B and C above must be personally
17 observed by an employee's immediate supervisor, other supervisor reporting the
18 behavior or two (2) co-workers, regardless of rank. The employee will be offered an
19 opportunity to offer explanation to the recommending supervisor prior to being ordered
20 to take the drug test. No drug testing will be conducted without the written approval of
21 the Department Head or his designee and either the Manager or his/her designee. Said
22 approval shall indicate who is to be tested and why the test was ordered, including the
23 specific objective fact constituting reasonable suspicion. A copy of this document shall
24 be provided to the employee.
25

26 3. Refusal to submit to drug testing pursuant to the procedures outlined in
27 this Article after being ordered to do so may result in disciplinary action, up to and
28 including termination.
29

30 4. The following procedures shall apply to the blood and urine tests
31 administered to employees:
32

33 (A) The City may request urine and/or blood samples. The employee may, at
34 his sole option and expense, upon request receive a blood test in addition to a urine
35 test if none was ordered.
36

37 (B) The test shall be performed at a reputable hospital or laboratory certified
38 by the State of Florida as a medical laboratory, which complies with the scientific and
39 technical guidelines for federal drug testing programs and the standards for certification
40 of laboratories engaged in urine drug testing for federal agencies issued by the Alcohol,
41 Drug Abuse and Mental Health Administration of the U.S. Department of Health and
42 Human Services and comply with applicable Florida Statutes.
43

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

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

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

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

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepines	300 ng/mL	150 ng/mL
Cocaine	300 ng/mL	150 ng/mL
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
Phenecyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	150 ng/mL
Alcohol (Ethanol)	0.04g/dl	0.04g/dl (blood specimen)

1 Minimum cutoff detection levels for drugs or their metabolites for the purposes of
2 determining a positive test result will be the same as those set by the Agency for Health
3 Care Administration. As those levels change so will the levels in this contract. Levels
4 found below those set above shall be determined as negative indicators.

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

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

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

17
18 (I) Employees who seek voluntary assistance for alcohol and substance
19 abuse through the Employee Assistance Program may not be disciplined for seeking
20 such assistance. Request from employees for such assistance shall remain
21 confidential to the employees or officers without the employee's consent. Employees
22 enrolled in substance abuse programs as outpatients, shall be subject to all City rules,
23 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

CAPTAINS

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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.

1

ARTICLE 50

2

OUTSIDE ACTIVITIES

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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.

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ARTICLE 52

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TERM OF AGREEMENT

3

This contract will commence October 1, 2009 and remain in effect until September 30, 2012.

4

5

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

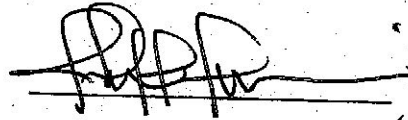
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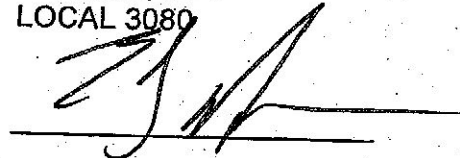
SIGNATURE PAGE

Agreed to this day of , 2010, and between the respective parties through an authorized representative or representatives of the Union and by the Manager of the City.

ATTEST:

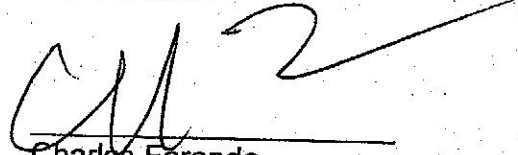


President, IAFF
LOCAL 3080



Dist. Vice President II
LOCAL 3080

ATTEST:

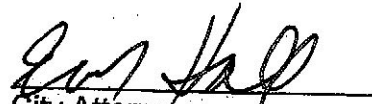


Charles Faranda
City Manager
CITY OF LAUDERHILL

Approved as to form:



Special Labor Counsel
Brett J. Schneider



City Attorney
Earl Hall

1

APPENDIX A
EDUCATIONAL REIMBURSEMENT

2 List of Courses Qualifying for Reimbursement Pursuant to Article 21, Paragraph A
3 (Course Numbers as used by Broward Community College):
4

- 5 All FFP and EMS Courses
- 6 ENC 2201 – Technical Report Writing
- 7 POS 1112 – State and Local Government
- 8 CGS 1100 – Introduction to Computer Applications
- 9 HSC 1531 – Medical Terminology
- 10 BSC 1085 – Anatomy & Physiology I
- 11 BSC 1085L – Anatomy & Physiology I Lab
- 12 BSC 1086 – Anatomy & Physiology II
- 13 BSC 1086L – Anatomy & Physiology II Lab
- 14 APB 1600 – Pharmacology I
- 15 SPC 1024 – Introduction to Speech
- 16

17 List of Degree Programs Qualifying for Reimbursement Pursuant to Article 21,
18 Paragraph B:
19

- 20 A.S.—Fire Science Technology
- 21 A.S. – Emergency Medical Services Technology
- 22 B.S. – Management/Fire Science Management or related field
- 23

24 List of Schools Where There is No Cap On Number Of Credit Hours Of On-Line
25 Courses That May Be Taken Pursuant to Article 21, Paragraph M:
26

- 27 University of Florida
- 28 Florida State University
- 29 University of South Florida
- 30 University of Miami
- 31 Florida Agricultural & Mechanical University
- 32 University of Central Florida
- 33 Florida International University
- 34 Florida Atlantic University
- 35 University of West Florida
- 36 University of North Florida
- 37 Florida Gulf Coast University
- 38 New College of Florida
- 39 Barry University
- 40 Bethune-Cookman College
- 41 Eckerd College
- 42 Embry-Riddle
- 43 Florida Institute of Technology

- 1 University of Tampa
- 2 Nova Southeastern University
- 3 Ringling School of Art & Design
- 4 Rollins College
- 5 St. Thomas University
- 6 Stetson University
- 7 Florida Southern College
- 8 Brevard Community College
- 9 Broward Community College
- 10 Central Florida Community College
- 11 Daytona Beach Community College
- 12 Edison Community College
- 13 Florida Community College/Jacksonville
- 14 Florida Keys Community College
- 15 Gulf Coast Community College
- 16 Hillsborough Community College
- 17 Indian River Community College
- 18 Lake-Sumter Community College
- 19 Manatee Community College
- 20 Miami-Dade Community College
- 21 North Florida Community College
- 22 Okaloosa-Walton Community College
- 23 Palm Beach Community College
- 24 Pasco-Hernando Community College
- 25 Pensacola Junior College
- 26 Polk Community College
- 27 St. Johns River Community College
- 28 St. Petersburg Junior College
- 29 Santa Fe Community College
- 30 Seminole Community College
- 31 South Florida Community College
- 32 Tallahassee Community College
- 33 Valencia Community College
- 34
- 35

APPENDIX B SALARY SCHEDULES

Salary Scale Years 2009-2010 and 2010-2011 - FIREFIGHTERS

	A	B	C	D	E	F	G	H
Trainee	52,398 2015.31 20.9928							
FF - State certified & completed 6 months of service)								
FF	48,495 1865.19 19.4290	50,919 1958.44 20.4004	53,465 2056.37 21.4205	56,139 2159.19 22.4915	58,945 2267.13 23.6159	61,893 2380.50 24.7969	64,988 2499.53 26.0367	68,236 2624.47 27.3383
FF 4 - EMT								
FF4	50,919 1958.44 20.4004	53,465 2056.37 21.4205	56,139 2159.19 22.4915	58,945 2267.13 23.6159	61,893 2380.50 24.7969	64,988 2499.53 26.0367	68,236 2624.47 27.3383	71,648 2755.69 28.7051
FF 4P - Same as firefighter 4 but with Paramedic								
FF4P	56,012 2154.29 22.4405	58,811 2261.97 23.5621	61,753 2375.12 24.7408	64,841 2493.87 25.9779	68,082 2618.55 27.2766	71,486 2749.46 28.6402	75,061 2886.96 30.0725	78,813 3031.27 31.5757
FF 5 - EMT + Fire Officer I (or Certificate) or EMT + Air Pack Technician								
FF5	51,429 1978.02 20.6044	54,000 2076.93 21.6347	56,700 2180.78 22.7164	59,534 2289.79 23.8519	62,512 2404.32 25.0450	65,638 2524.54 26.2973	68,919 2650.73 27.6118	72,364 2783.25 28.9921
FF 5P - Same as firefighter 5 but with Paramedic								
FF5P	56,571 2175.79 22.6645	59,399 2284.58 23.7977	62,371 2398.89 24.9884	65,489 2518.80 26.2375	68,763 2644.72 27.5492	72,201 2776.97 28.9268	75,812 2915.85 30.3734	79,601 3061.58 31.8915
FF6 - EMT + Fire Officer I + Air Pack Technician								
FF6	51,942 1997.79 20.8103	54,541 2097.72 21.8512	57,267 2202.59 22.9436	60,129 2312.67 24.0903	63,137 2428.35 25.2953	66,294 2549.78 26.5602	69,609 2677.26 27.8882	73,088 2811.07 29.2819
FF 6AS - AS Degree in Fire Science or Related Field + EMT (In Fire Science or related field + EMT)								
FF6AS	52,447 2017.19 21.0124	55,070 2118.06 22.0631	57,823 2223.95 23.1662	60,714 2335.14 24.3244	63,749 2451.90 25.5406	66,937 2574.49 26.8176	70,284 2703.21 28.1585	73,798 2838.40 29.5666
FF 6P - Same as firefighter 6 but with Paramedic								
FF6P	57,135 2197.51 22.8908	59,993 2307.41 24.0356	62,995 2422.88 25.2383	66,144 2543.99 26.4999	69,450 2671.17 27.8246	72,923 2804.75 29.2161	76,570 2945.00 30.6771	80,397 3092.20 32.2105