

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAUDERHILL, FLORIDA

AND

METRO BROWARD PROFESSIONAL FIRE FIGHTERS

LOCAL 3080

OCTOBER 1, 2015 through SEPTEMBER 30, 2018



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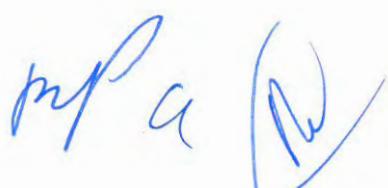
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## **PREAMBLE**

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

## **WITNESSETH**

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

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

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

Two handwritten signatures are present in the bottom right corner. The signature on the left is in blue ink and appears to read "mf". The signature on the right is in blue ink and appears to read "R".

## **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.



MP 

## **ARTICLE 2**

### **UNION RECOGNITION**

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

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

Two handwritten signatures in blue ink are present in the bottom right corner. The signature on the left appears to be "M.J." and the signature on the right appears to be "A.".

## **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.

A photograph of two handwritten signatures in blue ink. The signature on the left appears to be "mfp" and the signature on the right appears to be "R".

## **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.



Handwritten signatures in blue ink, including initials and a circular mark.

## **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.



## **ARTICLE 7**

### **SENIORITY**

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

**Departmental Seniority:** Departmental seniority is defined as the length of employment within the employees current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department. If, after October 29, 2012, two (2) or more employees are hired on the same date, their respective seniority will be determined by the date and time on which their respective applications for employment with the City were submitted (i.e., the applicant who submitted his/her application first will have greater seniority). For employees hired prior to October 29, 2012, the past practice of determining seniority for employees hired on the same date (i.e., social security numbers) shall continue.

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

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

- A. Classification seniority shall be determined by the year in which the Driver's test was given.
- B. In the event more than one test was given in the same year, with at least six months separation, it shall be considered two separate exams, with the earlier appointees having classification seniority.
- C. Departmental seniority shall be used in the event of a tie in classification seniority.

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

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

Seniority shall be broken when an employee:

- A. Terminates voluntarily
- B. Is discharged for cause.



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

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

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

## 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 Third Step. If this cannot be agreed upon, the parties may request an impartial neutral from the American Arbitration Association. Notwithstanding the above, the party which filed the grievance must request an arbitrator no later than sixty (60) days after

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

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

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

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

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

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

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

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



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

When a grievance is general in nature in that it applies to a number of employees with the same issue to be decided, it shall be presented directly to the Fire Chief or his/her designee at Step 2 of the grievance procedure within the timely for submission outlined in Step 1. The Union shall have the right to assist and represent the employee in the grievance procedure if so requested by the employee.

Working days for the purpose of this grievance procedure shall be 24-hour shifts 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.

## **ARTICLE 11**

### **JURY DUTY AND WITNESS PAY**

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

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

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

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

## **ARTICLE 12**

### **PROMOTION**

The parties agree to follow the current Civil Service Regulations on promotions.

No employee shall be required to take a promotional examination for any position if the employee does not wish to do so.

Notice of an upcoming examination shall be posted at least sixty (60) days prior to the date of the examination, unless an emergency is determined by the Manager. Notice shall contain the closing date for an employee to submit an application as well as a seven (7) day date range of when the examination will be held. Should the testing date change, employees will be given at least 15 days' notice of the new test date unless the City and Union agree to a shorter time frame. Results of the Civil Service Driver's Test shall be posted at least 60 days prior to the date the lieutenant's test is given. Examination shall not be given on the weekends or holidays. Eligibility requirements shall be determined as of the examination date and shall be posted along with the notice of the examination. The notice shall state the materials which were used to compose the examination and those materials and books shall be placed by the City in the main City Fire Station. The City shall make available, upon request, the name of the supplier of the test reference materials. In order to be eligible to take the lieutenant test, a candidate must have five years of service and have passed the driver's test.

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

If there is not a qualified eligibility list for drivers, then prior to a lieutenant's test being given, a driver's test will be given, provided that three or more employees are eligible to take the driver's test who were not eligible when the previous driver's test was given. For the practical portion of the driver's test only, the Union will be allowed to have a representative present to observe the test; however, the representative must hold the rank of driver/engineer or higher and under no circumstances will the Union representative be paid by the City for his/her time while observing the test.

Two handwritten signatures are present in the bottom right corner. The signature on the left is in blue ink and appears to read "B.P." The signature on the right is also in blue ink and appears to read "J.W." Both signatures are cursive and written in blue ink.

## **ARTICLE 13**

### **LAYOFF**

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

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

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

Employees shall receive 30 days notice prior to a layoff.

## **ARTICLE 14**

### **SHIFT EXCHANGE**

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

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

*RP* *W*

## **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.

BP

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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**

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

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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.



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

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

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

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

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

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

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

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

## ARTICLE 19

### HOLIDAYS

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

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

Each employee will receive thirteen (13) hours pay at straight time for 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. An employee who elects this option will receive two (2) hours of paid holiday time to account for the 25<sup>th</sup> and 26<sup>th</sup> hours.

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

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

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## ARTICLE 20

### VACATION

Vacation shall accrue at the following rate:

Upon the first anniversary of employment	- 5 shifts
Upon the fifth anniversary & thereafter	- 6 shifts
Upon the tenth anniversary & thereafter	- 8 shifts
Upon the 15th anniversary and thereafter	- 9 shifts
Upon the 20th anniversary and thereafter	- 10 shifts

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

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

Employees, except Battalion Chiefs, may liquidate vacation time, in twenty-four (24) hour blocks only, at the following rates: The first 24 or 48 hours shall be paid at a rate of 100%; additional 24 hour blocks above 48 hours shall be paid at the rate of 75% of their regular hourly rate to a maximum of half of their earned vacation time (in the event that an employee has an odd number of vacation days remaining, he/she may sell back slightly more than half of their earned time such that he/she will have an even number of earned days remaining). To liquidate vacation, employees must notify their shift commanders by April 1 of each year; employees will be paid out for such vacation in October of that year. If an employee leaves the City and owes the City time because he or she has liquidated vacation time not accrued, the City will take the equivalent from his or her final paycheck, or check for accumulated sick time.

Battalion Chiefs shall accrue vacation as follows:

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

and use 5 shifts per year. A maximum of 22.5 shifts may be banked. 3 shifts of vacation per calendar year may be liquidated at 100% for the first 2 shifts and 75% of hourly rate for the third shift.

*BP* *DL*

## 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.

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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.

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**ARTICLE 23**  
**TRAINING LIBRARY**

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

*BP* 

## **ARTICLE 24**

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

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

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

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

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## **ARTICLE 25**

### **SAFETY AND HEALTH**

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

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## **ARTICLE 26**

### **LEAVE OF ABSENCE**

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

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

#### **26.2 Maternity Leave**

Effective upon ratification, the City will create a maternity leave time pool. Pregnant employees will be allowed to use time from that pool from the date on which they notify the City that they are pregnant through the date they give birth to a child. However, before being eligible to use any time from that pool, a pregnant employee must produce a doctor's note verifying her pregnancy and must have exhausted all of her vacation leave and all of her sick leave in excess of 240 hours. The pool will be made up of employee vacation and sick time donations. To donate sick leave hours, the donor must maintain a minimum of one hundred (100) hours of sick leave. Hours will be donated at the employee's regular rate and will be converted to the recipient's regular rate. The City will match employee leave donations each year, up to a maximum of \$20,000 per year, which will be capped at \$60,000 of City donated time. In other words, once the City has placed \$60,000 worth of leave into the maternity leave pool, the City will not place any more funds in that pool until such time as those funds are depleted and then only to the extent that those funds are depleted. The City's donation will be converted to hours based on the regular rate of pay of the pregnant employee utilizing said time. Maternity leave time is to be used in 24 hour increments, half of each increment which to come from employee donations and half from City contributions.

## **ARTICLE 27**

### **INSURANCE**

The City agrees to pay:

- A. The cost of Health and Dental Insurance for each full-time employee, and
- B. Fifty five percent (55%) of the cost of each employee's dependent health coverage, and
- C. \$16.79 per month for dependent dental insurance.

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

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

## **ARTICLE 28**

### **HOURS**

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

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

## **ARTICLE 29**

### **ENVIRONMENTAL CONDITIONS**

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

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

**ARTICLE 30**  
**ON THE JOB INJURY**

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

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

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## **ARTICLE 31**

### **WAGES**

Employees shall receive across the board wages increases of two percent (2%) on October 1, 2015, October 1, 2016 and October 1, 2017. The employees' salaries during the term of this Agreement are set forth in Appendix B.

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

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

## **ARTICLE 32**

### **LONGEVITY**

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

Bargaining unit members who meet the length of service criteria set forth in this Article are entitled to longevity pay. Longevity pay shall be calculated according to base pay and shall be disbursed to each employee who has not separated from employment with the City prior to that payment date within thirty (30) days of each such employee's respective anniversary date of employment.

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

## ARTICLE 33

### OVERTIME

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

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

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

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

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

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

## **ARTICLE 34**

### **DRIVERS**

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

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

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

**ARTICLE 35**  
**SEVERABILITY**

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

## **ARTICLE 36**

### **PROBATIONARY PERIOD**

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

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

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**ARTICLE 37**  
**PERSONAL LIABILITY PROTECTION**

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

## **ARTICLE 38**

### **PENSION AND RETIREMENT**

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

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

All 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 allocable to Tier One members and Tier One beneficiaries receiving benefits under the article, and only in such amount as exceeds the investment return assumed for

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

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

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

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

1. Eligibility.

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

2. Written Election.

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

3. Limitation/Disqualification for Other Benefits.

A Tier One member may participate in the DROP only once. After commencement of participation in the DROP, the Tier One member shall no longer earn or accrue additional vesting credits toward retirement benefits and shall not be eligible for

disability or pre-retirement death benefits in the City of Lauderhill Firefighters Trust Fund.

4. Cessation of Contributions.

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

5. Benefit Calculation.

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

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

6. Payments to DROP Account.

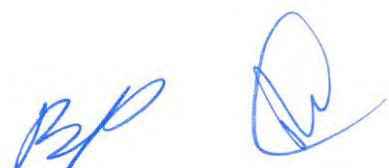
The monthly retirement benefits, including any future cost of living increases, that would have been payable had the Tier One member elected to cease employment and receive a normal retirement benefit shall be deposited in the Tier One member's DROP account.

7. DROP Account Earnings.

For Employees Who Have Entered the DROP as of October 29, 2012:

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

For Employees Who Have Not Yet Entered the DROP as of October 29, 2012:



A member's DROP account shall be credited (if applicable) at a rate of interest as set forth herein. The rate of interest that will be used is the quarterly actual rate of return achieved by the Trust Fund net of investment and other direct administrative expenses (the "Actual Rate of Return"). In particular, should the Actual Rate of Return for any fiscal year quarter be positive, the member's DROP account will be credited, as set forth herein, with interest equal to one half (1/2) of the Actual Rate of Return with the remaining increase in the Actual Rate of Return credited to the Trust Fund. However, should the Actual Rate of Return for any fiscal year quarter be negative, the Employee's DROP account will not decrease for that quarter. The Actual Rate of Return shall be calculated for each member's DROP account after each fiscal year quarter and shall be credited to a member's DROP account after four (4) full fiscal year quarters in the DROP and every four (4) fiscal year quarters thereafter while in the DROP. Because a member's DROP account will not be credited on a quarterly basis (they will only be calculated on a quarterly basis), the balance in the member's DROP account that will be used to calculate the amount of money to be credited (if applicable) by the Actual Rate of Return each quarter will only include the monies that have been credited to the DROP account. In other words, any money that has not been credited to the DROP account but instead has only been calculated shall not be used in such calculation. If a member leaves DROP before 4-full quarters have been calculated, his/her DROP account shall be credited upon his/her termination with the full quarters that have been calculated and the last quarter on a pro-rated basis.

These members will not have the option to deposit DROP account earnings in a fixed investment account to be determined by the pension board.

#### 8. Maximum Participation.

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

#### 9. Expenses.

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

#### 10. Payout.

- a) Upon the termination of a Tier One DROP member's City employment (for any reason, whether by resignation, discharge or death), the retirement benefits payable to

him/her or to his/her beneficiary (if the member is entitled to an optional form of retirement benefit which provides for payments to the beneficiary) shall be paid to the member, the member's beneficiary or the member's estate and shall no longer be deposited into the participant's DROP account.

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

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

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

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

#### 11. Death.

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

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

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

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

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

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

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

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

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

## TIER TWO

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

- A. Tier Two members' contribution rate shall be 13.72 percent (13.72%) of pay.
- B. The normal retirement date for Tier Two members shall be the date upon which members attain 20 years of credited service or the date upon which members attain age 55 with 10 years of credited service.
- C. The normal retirement benefit for Tier Two members shall be calculated using a 3% multiplier for each year of credited service for a maximum normal retirement benefit of 75% of final monthly compensation. Such members may increase their pension multiplier from 3% up to 3.5% provided that all costs associated with such an increase (or its actuarially equivalent cost) are borne solely by the member as determined by the Plan actuary. The cap of 75% of final monthly compensation is inapplicable for members who purchase an enhanced multiplier; however, a member's total benefit shall not under any circumstances exceed 100% of his/her average final compensation.
- D. Tier Two members who retire shall have their monthly retirement increased by a sum equal to the net return of the Plan per year (i.e., the gross return of the Plan less the Plan's administrative costs) ("Tier Two COLA"), with a 1.5% cap and a 0% floor per year. Before a Tier Two retiree is entitled to a Tier Two COLA, the Tier Two retiree must have been retired for three years. Following the death of a Tier Two retiree, the Tier Two COLA will be paid to each designated beneficiary.
- E. Tier Two members may enter into the DROP on the first day of the month following the member's completion of 25 years of credited service. A Tier Two member may participate in the DROP for a maximum of 60 months. The number of months a member may participate in the DROP shall be reduced by 1 month for each month of eligibility following the completion of 25 years of credited service during which the member does not participate in the DROP. A Tier Two member's DROP account shall be credited (if applicable) at a rate of interest as set forth herein. The rate of interest that will be used is the quarterly actual rate of return achieved by the Trust Fund net of investment and other direct administrative expenses (the "Actual Rate of Return"). In particular, should the Actual Rate of Return for any fiscal year quarter be positive, the member's DROP account will be credited, as set forth herein, with interest equal to one half (1/2) of the Actual Rate of Return with the remaining increase in the Actual Rate of Return credited to the Trust Fund. However, should the Actual Rate of Return for any fiscal year quarter be negative, the Employee's DROP account will not decrease for that quarter. The Actual Rate of Return shall be calculated for each member's DROP account after each fiscal year quarter and shall be credited to a member's DROP account after four (4) full fiscal year quarters in the DROP and every four (4) fiscal year

quarters thereafter while in the DROP. Because a member's DROP account will not be credited on a quarterly basis (they will only be calculated on a quarterly basis), the balance in the member's DROP account that will be used to calculate the amount of money to be credited (if applicable) by the Actual Rate of Return each quarter will only include the monies that have been credited to the DROP account. In other words, any money that has not been credited to the DROP account but instead has only been calculated shall not be used in such calculation. If a member leaves DROP before 4-full quarters have been calculated, his/her DROP account shall be credited upon his/her termination with the full quarters that have been calculated and the last quarter on a pro-rated basis. Tier Two members shall not have the option of receiving a fixed amount in their DROP account.

F. Average monthly earnings for Tier Two members who retire with less than 25 years of credited service shall mean 1/12 of the arithmetic average of annual earnings for the highest consecutive 4 years of the 10 full years immediately preceding the actual retirement or termination date of a member. Average monthly earnings for Tier Two members who retire with 25 years or more of credited service shall mean 1/12 of the arithmetic average of annual earnings for the highest consecutive 3 years of the 10 full years immediately preceding the actual retirement or termination date of a member. Notwithstanding the foregoing, if a Tier Two member has been employed for fewer than 5 years such average shall be taken only over the period of his/her actual employment.

## SENATE BILL 172

The City and Union mutually consent that, for Fiscal Year 2016 only (i.e., October 1, 2015 through September 30, 2016), annual Chapter 175 premium tax revenues will continue to be used in the same manner as they have been under existing past practice. The parties specifically agree that their mutual consent in this regard expires on September 30, 2016 and that the parties will be required to bargain as to new mutual consent concerning the use of premium tax revenues at that time. The parties further agree that, should new mutual consent not be reached by December 31, 2016 (which may be extended by agreement of the parties), the default methods outlined in Chapter 2015-39, Laws of Florida ("Ch. 2015-39") for use of premium tax revenues will become effective as of January 1, 2017.

The parties agree that, in accordance with Ch. 2015-39, Laws of Florida, a defined contribution plan ("DC Plan") shall be created as a component of the City Plan, but will not be activated unless and until a portion of Chapter 175 premium tax revenues have been assigned to fund the DC Plan. The provisions of the DC Plan, when and if activated, shall be negotiated by the parties at the time funding has been assigned to the DC Plan. Assignment of Chapter premium tax revenues can result either from agreement between the parties, or from application of the provisions of Ch. 2015-39, Laws of Florida.

*BP* *RU*

**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.

*BP* *W*

## **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.

A photograph of two handwritten signatures in blue ink. The signature on the left is a stylized, cursive 'BP'. The signature on the right is a more formal, blocky 'N'.

**ARTICLE 41**  
**SELF-CONTAINED BREATHING APPARATUS**

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

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

**ARTICLE 42**  
**BILL OF RIGHTS**

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

*BP* *RC*

**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.

*BP* *W*

## **ARTICLE 44**

### **WELLNESS PROGRAM**

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

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

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

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

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

#### **Required Exercise**

The following exercises are recommended:

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



4. Cool down/stretching

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

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

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

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

A Wellness Program medical examination will be performed annually, on-duty by a physician mutually agreed upon by the Union and City. Such medical examination will include a drug test, which shall be administered in accordance with Article 47, Section 4 of this Agreement. As part of the annual medical examination after the completion of 1, 3, 6 and 9 years of City service and every completed year thereafter, employees shall, at their option, also be provided with a comprehensive medical evaluation by Lifescan, Inc. The cost of the exam (including the Lifescan, Inc. exam as applicable) shall be borne by the City and shall not affect the cost of the employees' medical insurance. If conditions warrant and the approved physician deems it necessary, additional testing and care may be suggested and performed at the employees' option. As a result of the Wellness Program, if it is found that an employee is not fit for duty because of a medical or emotional problem, he/she shall be given sick leave, vacation, disability and other benefit leaves which he or she is eligible for before adverse personnel action is taken. A mutually agreed upon confidentiality form signed by the physician either authorizing return to work, or denying the employee for medical reasons for return to work or approving return to work with exceptions, will be used by the doctor to notify the City of the employees exam results to protect patient/doctor confidentiality. Blood and urine tests will only be those specified below.

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

**Blood and Urine Tests**

CBC (Compare Blood Count)

CMP (Comprehensive Metabolic Panel, as attached)

Cholesterol

Triglycerides

TSH (Thyroid)



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

Comprehensive Metabolic Panel

A/G Ratio  
Albumin  
Alkaline Phosphatase  
AST (SGOT)  
BUN  
BUN/Creatinine Ratio (C)  
Calcium  
Carbon Dioxide  
Chloride  
Creatinine  
Globulin (C)  
Glucose  
Potassium  
Sodium  
Sodium  
Total Bilirubin  
Total Protein

(C) = Calculated Tests

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

1. Don a breathing apparatus.
2. Climb the Aerial Ladder while elevated to 65 feet (at safe recommended climbing angle).
3. Advance 50 feet of 3 inch hose to the second floor via the stairs (dry rolled or flaked).
4. Carry the 1 1/2 inch "HI-RISE" kit to the third floor via the stairs (10' of 2" hose and 75' of 1 1/2" hose, one gated Y and one 1 1/2 nozzle).
5. Advance a 1 1/2 pre-connect 100 feet on a flat surface (advance a dry 1 1/2 on a flat surface).



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

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

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

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

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

## **ARTICLE 45**

### **INSPECTOR/FIRE FIGHTER**

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

2. The Inspector/Fire Fighter shall receive an additional 8% on his/her current Firefighter, 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 X the number of hours earned on shift work. It is understood that should the day inspector later transfer back to shift work, that this conversion would be based on the formula 1.2 X hours accrued.

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

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

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

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

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

## ARTICLE 46

### INSPECTOR LIEUTENANT

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

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

3. Vacation benefits shall be as follows.

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

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

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

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

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

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

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

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

## **ARTICLE 47**

### **DRUG TESTING**

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

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

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

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

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

- (A) The City may request urine and/or blood samples. The employee may, at his sole option and expense, upon request receive a blood test in addition to a urine test if none was ordered.
- (B) The test shall be performed at a reputable hospital or laboratory certified by the State of Florida as a medical laboratory, which complies with the scientific and technical guidelines for federal drug testing programs and the standards for certification of laboratories engaged in urine drug testing for federal agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services and comply with applicable Florida Statutes.

(C) Urine and/or blood specimens shall be drawn or collected at a laboratory, hospital, doctor's office or medical facility. A union representative shall be allowed to 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
Phenacyclcline	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	150 ng/mL
Alcohol (Ethanol)	0.04g/dl	0.04g/dl (blood specimen)

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

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

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

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

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

## **ARTICLE 48**

### **INFECTIOUS DISEASES**

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

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

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

## **ARTICLE 49**

### **CAPTAINS**

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

## **ARTICLE 50**

### **OUTSIDE ACTIVITIES**

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

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

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

*RPY 4* *R*

**ARTICLE 52**  
**TERM OF AGREEMENT**

This contract will commence October 1, 2015 and remain in effect until September 30, 2018.

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



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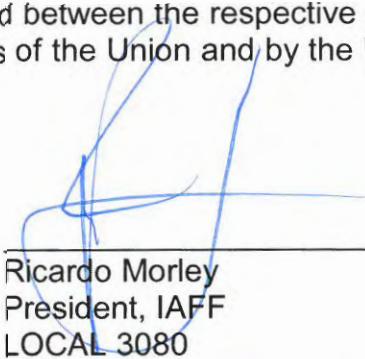


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## SIGNATURE PAGE

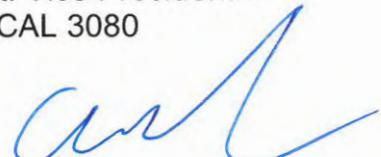
Agreed to this 30<sup>th</sup> day of November, 2015, and between the respective parties through an authorized representative or representatives of the Union and by the Manager of the City.

ATTEST:

  
Ricardo Morley  
President, IAFF  
LOCAL 3080

  
Dist. Vice President II  
LOCAL 3080

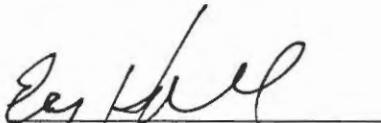
ATTEST:

  
Charles Faranda  
City Manager  
CITY OF LAUDERHILL

Approved as to form:



Brett J. Schneider, Esq.  
Special Labor Counsel



Earl Hall, Esq.  
City Attorney

## APPENDIX A

### EDUCATIONAL REIMBURSEMENT

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

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

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

A.S.—Fire Science Technology  
A.S. – Emergency Medical Services Technology  
B.S. – Management/Fire Science Management or related field

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

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

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

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**APPENDIX B**  
**SALARY SCHEDULES**

**FIREFIGHTERS**

**Trainee**

55,370
2129.60
22.1834

A 6th Month	B 1st Year	C 2nd Year	D 3rd Year	E 4th Year	F 5th Year	G 6th Year	H 7th Year
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**FF – State certified & completed 6 months of service)**

**FF**

51,246	53,808	56,499	59,323	62,289	65,403	68,675	72,108
1970.99	2069.54	2173.03	2281.66	2395.74	2515.52	2641.33	2773.38
20.5312	21.5577	22.6357	23.7673	24.9557	26.2033	27.5138	28.8894

**FF 4 – EMT**

<b>FF4</b>	53,807	56,498	59,322	62,288	65,402	68,674	72,107	75,712
	2069.50	2172.99	2281.62	2395.71	2515.48	2641.29	2773.34	2911.98
	21.5573	22.6353	23.7669	24.9553	26.2029	27.5134	28.8890	30.3331

**FF 4P - Same as firefighter 4 but with Paramedic**

<b>FF4P</b>	59,189	62,149	65,256	68,519	71,945	75,542	79,319	83,285
	2276.48	2390.33	2509.83	2635.33	2767.10	2905.47	3050.74	3203.27
	23.7134	24.8993	26.1440	27.4513	28.8240	30.2653	31.7786	33.3674

**FF 5 - EMT + Fire Officer I (or Certificate) or EMT + Air Pack Technician**

<b>FF5</b>	54,346	57,063	59,917	62,913	66,058	69,361	72,829	76,470
	2090.22	2194.73	2304.49	2419.71	2540.70	2667.73	2801.12	2941.17
	21.7731	22.8617	24.0051	25.2054	26.4656	27.7889	29.1783	30.6372

**FF 5P - Same as firefighter 5 but with Paramedic**

<b>FF5P</b>	59,780	62,769	65,907	69,203	72,663	76,296	80,111	84,116
	2299.24	2414.18	2534.90	2661.65	2794.72	2934.46	3081.18	3235.24
	23.9504	25.1477	26.4052	27.7255	29.1117	30.5673	32.0957	33.7005



	A 6th Month	B 1st Year	C 2nd Year	D 3rd Year	E 4th Year	F 5th Year	G 6th Year	H 7th Year
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## FIREFIGHTERS

### FF6 - EMT + Fire Officer I + Air Pack Technician

FF6	54,888	57,634	60,516	63,540	66,718	70,055	73,557	77,233
	2111.09	2216.70	2327.52	2443.84	2566.08	2694.41	2829.13	2970.51
	21.9905	23.0906	24.2450	25.4567	26.7300	28.0668	29.4701	30.9429

### FF 6AS - AS Degree in Fire Science or Related Field + EMT (In Fire Science or related field + EMT)

FF6AS	55,422	58,194	61,103	64,158	67,365	70,734	74,270	77,984
	2131.60	2238.23	2350.12	2467.62	2590.96	2720.54	2856.55	2999.39
	22.2042	23.3149	24.4804	25.7043	26.9891	28.3389	29.7557	31.2436

### FF 6P - Same as firefighter 6 but with Paramedic

FF6P	60,376	63,396	66,568	69,896	73,389	77,059	80,914	84,957
	2322.15	2438.31	2560.32	2688.29	2822.65	2963.81	3112.06	3267.57
	24.1890	25.3991	26.6700	28.0030	29.4026	30.8730	32.4173	34.0372

### FF 6PAS - AS Degree in Fire Science or Related Field + Paramedic

FF6PAS	62,187	65,296	68,561	71,990	75,588	79,368	83,336	87,503
	2391.82	2511.40	2636.97	2768.83	2907.24	3052.62	3205.23	3365.49
	24.9148	26.1604	27.4685	28.8420	30.2837	31.7982	33.3878	35.0572

### FF7AS - Associates Degree in Fire Science + EMT + Air Pack Technician

FF7AS	55,976	58,774	61,713	64,799	68,038	71,441	75,013	78,763
	2152.91	2260.56	2373.58	2492.25	2616.85	2747.72	2885.11	3029.36
	22.4261	23.5475	24.7248	25.9610	27.2588	28.6221	30.0532	31.5558

### FF7PAS - Associates Degree in Fire Science + EMT + Air Pack Technician (Paramedic)

FF7PAS	62,810	65,950	69,247	72,710	76,345	80,163	84,170	88,379
	2415.75	2536.54	2663.34	2796.53	2936.34	3083.19	3237.32	3399.19
	25.1641	26.4223	27.7431	29.1305	30.5869	32.1165	33.7221	35.4082

	A 6th Month	B 1st Year	C 2nd Year	D 3rd Year	E 4th Year	F 5th Year	G 6th Year	H 7th Year
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FF8 - BS Degree in Fire Science or Related Field + EMT

<b>FF8</b>	57,036	59,888	62,883	66,027	69,328	72,794	76,435	80,256
	2193.71	2303.40	2418.58	2539.49	2666.48	2799.78	2939.80	3086.76
	22.8511	23.9937	25.1935	26.4530	27.7758	29.1644	30.6229	32.1537

FF8P - BS Degree in Fire Science or Related Field + EMT + Paramedic

<b>FF8P</b>	62,739	65,877	69,170	72,629	76,260	80,073	84,077	88,281
	2413.05	2533.72	2660.40	2793.43	2933.09	3079.73	3233.71	3395.42
	25.1359	26.3929	27.7125	29.0982	30.5530	32.0806	33.6845	35.3690

FF8BSEAP - BA in Fire Science or Related Field + EMT + Air Pack Technician

<b>FF8BSEAP</b>	57,607	60,486	63,510	66,687	70,021	73,522	77,198	81,057
	2215.64	2326.38	2442.70	2564.87	2693.11	2827.75	2969.14	3117.59
	23.0795	24.2332	25.4448	26.7174	28.0533	29.4558	30.9286	32.4749

FF8BSEAPP - BA in Fire Science or Related Field + EMT + Air Pack Technician + Paramedic

<b>FF8BSEAPP</b>	63,368	66,536	69,863	73,355	77,023	80,875	84,918	89,164
	2437.21	2559.06	2687.03	2821.36	2962.43	3110.57	3266.08	3429.40
	25.3876	26.6569	27.9899	29.3892	30.8587	32.4018	34.0217	35.7229

## Drivers

	D 3rd Year	E 4th Year	F 5th Year	G 6th Year	H 7th Year
DR	Three years of service				
DR	62,288	65,402	68,673	72,107	75,712
	2395.71	2515.48	2641.25	2773.34	2911.98
	24.9553	26.2029	27.5130	28.8890	30.3331
DR4	EMT				
DR4	65,403	68,674	72,108	75,713	79,499
	2515.52	2641.29	2773.38	2912.02	3057.65
	26.2033	27.5134	28.8894	30.3336	31.8505



	D 3rd Year	E 4th Year	F 5th Year	G 6th Year	H 7th Year
DR4P	EMT + Paramedic				
DR4P	71,944	75,541	79,318	83,284	87,448
	2767.06	2905.43	3050.70	3203.23	3363.37
	28.8236	30.2649	31.7781	33.3670	35.0351

**DR4AP EMT + Paramedic + Acting Lieutenant**

DR4AP	75,540	79,317	83,284	87,448	91,820
	2905.39	3050.66	3203.23	3363.37	3531.55
	30.2645	31.7777	33.3670	35.0351	36.7870

**DR5 EMT + Fire Officer I or EMT + Air Pack Technician**

DR5	66,057	69,361	72,829	76,470	80,293
	2540.66	2667.73	2801.12	2941.17	3088.21
	26.4652	27.7889	29.1783	30.6372	32.1688

**DR5P EMT + Fire Officer I or EMT + Air Pack Technician + Paramedic**

DR5P	72,665	76,297	80,113	84,118	88,324
	2794.80	2934.50	3081.26	3235.32	3397.07
	29.1125	30.5677	32.0965	33.7013	35.3862

**DR5AP EMT + Fire Officer I or EMT + Air Pack Technician + Acting Lieutenant + Paramedic**

DR5AP	76,297	80,112	84,117	88,324	92,739
	2934.50	3081.22	3235.28	3397.07	3566.90
	30.5677	32.0961	33.7009	35.3862	37.1552

**DR6 EMT + Fire Officer I + Air Pack Technician**

DR6	66,718	70,054	73,556	77,234	81,096
	2566.08	2694.37	2829.09	2970.55	3119.08
	26.7300	28.0663	29.4697	30.9433	32.4904



		D 3rd Year	E 4th Year	F 5th Year	G 6th Year	H 7th Year
DR6AS	AS Degree in Fire Science or Related Field + EMT					
DR6AS	67,365	70,733	74,269	77,983	81,883	
	2590.96	2720.50	2856.51	2999.35	3149.33	
	26.9891	28.3385	29.7553	31.2432	32.8055	

**DR6P EMT + Fire Officer I + Air Pack Technician + Paramedic**

DR6P	73,390	77,060	80,913	84,959	89,206
	2822.69	2963.85	3112.02	3267.65	3431.01
	29.4031	30.8734	32.4169	34.0380	35.7396

**DR6ASP AS Degree in Fire Science or Related Field + EMT + Paramedic**

DR6ASP	74,103	77,808	81,698	85,783	90,072
	2850.12	2992.60	3142.23	3299.35	3464.31
	29.6887	31.1729	32.7315	34.3682	36.0866

**DR6AP EMT + Fire Officer I + Air Pack Technician + Acting Lieutenant + Paramedic**

DR6AP	77,061	80,915	84,960	89,208	93,669
	2963.88	3112.10	3267.69	3431.08	3602.64
	30.8738	32.4177	34.0384	35.7405	37.5275

**DR6APAS AS Degree in Fire Science or Related Field + EMT + Paramedic + Acting Lieutenant**

DR6APAS	77,808	81,698	85,783	90,072	94,575
	2992.60	3142.23	3299.35	3464.31	3637.52
	31.1729	32.7315	34.3682	36.0866	37.8908

**DR7 AS Degree in Fire Science or Related Field + EMT + Air Pack Technician**

DR7	68,039	71,441	75,013	78,763	82,702
	2616.89	2747.72	2885.11	3029.36	3180.83
	27.2593	28.6221	30.0532	31.5558	33.1337



	D 3rd Year	E 4th Year	F 5th Year	G 6th Year	H 7th Year
DR7P AS Degree in Fire Science or Related Field + EMT + Air Pack Technician + Paramedic					
DR7P	74,844	78,586	82,515	86,641	90,973
	2878.60	3022.53	3173.65	3332.34	3498.95
	29.9854	31.4847	33.0589	34.7119	36.4474

DR7AP AS Degree in Fire Science or Related Field + EMT + Air Pack Tech. + Acting Lieutenant + Paramedic

DR7AP	78,586	82,516	86,641	90,974	95,522
	3022.53	3173.69	3332.34	3498.99	3673.92
	31.4847	33.0593	34.7119	36.4478	38.2700

DR8 BA Degree in Fire Science or Related Field + EMT

DR8	69,328	72,794	76,435	80,256	84,269
	2666.48	2799.78	2939.80	3086.76	3241.13
	27.7758	29.1644	30.6229	32.1537	33.7618

DR8P BA Degree in Fire Science or Related Field + EMT + Paramedic

DR8P	76,261	80,074	84,079	88,282	92,697
	2933.13	3079.77	3233.79	3395.46	3565.25
	30.5534	32.0810	33.6853	35.3694	37.1381

DR8AP BA Degree in Fire Science or Related Field + EMT + Paramedic + Acting Lieutenant

DR8AP	80,074	84,078	88,282	92,696	97,330
	3079.77	3233.75	3395.46	3565.21	3743.48
	32.0810	33.6849	35.3694	37.1376	38.9946

## LIEUTENANTS

	F 5th Year	G 6th Year	H 7th Year
LT	Fire Officer I (New Lieutenants Only)		
LT	77,152	81,009	85,060
	2967.38	3115.75	3271.53
	30.9102	32.4557	34.0785

PP

Q

		F 5th Year	G 6th Year	H 7th Year
LT4	EMT			
LT4		81,014	85,064	89,317
		3115.90	3271.69	3435.28
		32.4573	34.0801	35.7842
<b>LT4P EMT + Paramedic</b>				
LT4P		89,112	93,568	98,246
		3427.40	3598.76	3778.71
		35.7020	37.4870	39.3615
<b>LT4ASP AS Degree in Fire Science or Related Field + EMT + Paramedic</b>				
LT4ASP		91,787	96,376	101,195
		3530.26	3706.76	3892.12
		36.7735	38.6121	40.5430
<b>LT5 BA Degree in Fire Science or Related Field + EMT + Air Pack Technician</b>				
LT5		81,821	85,913	90,209
		3146.97	3304.33	3469.57
		32.7810	34.4201	36.1413
<b>LT5P BA Degree in Fire Science or Related Field + EMT + Air Pack Technician + Paramedic</b>				
LT5P		90,003	94,503	99,229
		3461.64	3634.73	3816.49
		36.0588	37.8618	39.7551
<b>LT6 BA Degree in Fire Science or Related Field + Air Pack Technician</b>				
LT6		82,639	86,771	91,110
		3178.44	3337.36	3504.25
		33.1087	34.7642	36.5026

		<b>F</b> <b>5th Year</b>	<b>G</b> <b>6th Year</b>	<b>H</b> <b>7th Year</b>
<b>LT7</b>	<b>AS Degree in Fire Science or Related Field + EMT</b>			
<b>LT7</b>		83,442	87,614	91,995
		3209.31	3369.77	3538.26
		33.4303	35.1017	36.8569

**LT8 AS Degree in Fire Science or Related Field + EMT + Air Pack Technician**

<b>LT8</b>	84,276	88,490	92,915
	3241.40	3403.47	3573.65
	33.7646	35.4528	37.2255

**LT8P AS Degree in Fire Science or Related Field + EMT + Air Pack Technician + Paramedic**

<b>LT8P</b>	92,704	97,340	102,206
	3565.53	3743.83	3931.00
	37.1409	38.9982	40.9479

**LT9 BA Degree in Fire Science or Related Field + EMT**

<b>LT9</b>	85,874	90,167	94,675
	3302.84	3467.96	3641.36
	34.4046	36.1246	37.9308

**LT9P BA Degree in Fire Science or Related Field + EMT + Paramedic**

<b>LT9P</b>	94,461	99,185	104,144
	3633.12	3814.80	4005.54
	37.8450	39.7375	41.7244

**LT10 BA Degree in Fire Science or Related Field + EMT + Air Pack Technician**

<b>LT10</b>	86,733	91,069	95,623
	3335.87	3502.64	3677.81
	34.7487	36.4858	38.3105

**LT10P BA Degree in Fire Science or Related Field + EMT + Air Pack Technician + Paramedic**

<b>LT10P</b>	95,405	100,175	105,183
	3669.41	3852.89	4045.52
	38.2230	40.1343	42.1408

## CAPTAINS

	F 5th Year	G 6th Year	H 7th Year
<b>CAPT Fire Officer I and 24 Credits towards Fire Science Degree or Related Degree</b>			
<b>CAPT</b>	82,553	86,681	91,015
	3175.10	3333.87	3500.56
	33.0740	34.7278	36.4642
<b>CAPT3 EMT</b>			
<b>CAPT3</b>	86,683	91,017	95,568
	3333.95	3500.64	3675.69
	34.7286	36.4650	38.2884
<b>CAPT3P EMT + Paramedic</b>			
<b>CAPT3P</b>	95,351	100,118	105,124
	3667.33	3850.70	4043.24
	38.2014	40.1114	42.1171
<b>CAPT5 AS Degree in Fire Science or Related Field + EMT</b>			
<b>CAPT5</b>	89,284	93,747	98,435
	3433.99	3605.66	3785.97
	35.7707	37.5590	39.4371
<b>CAPT5P AS Degree in Fire Science or Related Field + EMT + Paramedic</b>			
<b>CAPT5P</b>	98,211	103,121	108,277
	3777.33	3966.19	4164.50
	39.3472	41.3145	43.3802
<b>CAPT6 BA Degree in Fire Science or Related Field + EMT</b>			
<b>CAPT6</b>	91,884	96,478	101,302
	3533.99	3710.68	3896.24
	36.8124	38.6529	40.5859



	F 5th Year	G 6th Year	H 7th Year
CAPT6P BA Degree in Fire Science or Related Field + EMT + Paramedic			
CAPT6P	101,072	106,126	111,432
	3887.38	4081.77	4285.84
	40.4935	42.5184	44.6442
<b>BATTLION CHIEF</b>		H 7th Year	
BC AS Degree in Fire science or Related Field			
BC	105,328		
	4051.09		
	42.1988		
BC4 BS Degree in Fire Science or Related Field + EMT			
BC4	108,393		
	4168.98		
	43.4268		
BCP AS Degree in Fire Science or Related Field + EMT + Paramedic			
BCP	115,857		
	4456.03		
	46.4169		
BC4P BS Degree in Fire Science or Related Field + EMT + Paramedic			
BC4P	119,221		
	4585.41		
	47.7647		

## APPENDIX C POSITION REQUIREMENTS

### Trainee

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

### Firefighter

STATE CERTIFIED FIREFIGHTER AND COMPLETED 6 MONTHS OF SERVICE

### Firefighter 1

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

### Firefighter 2

FIRE OFFICER I (OR CERTIFICATE) + AIR PACK TECHNICIAN

### Firefighter 2AS

ASSOCIATES DEGREE IN FIRE SCIENCE OR RELATED FIELD

### Firefighter 3

ASSOCIATES DEGREE IN FIRE SCIENCE + AIR PACK TECHNICIAN

### Firefighter 4

E.M.T.

### Firefighter 4BD

- BACHELOR DEGREE IN FIRE SCIENCE OR RELATED FIELD

**Firefighter 4-P**

SAME AS FIREFIGHTER 4 BUT WITH PARAMEDIC

**Firefighter 5**

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

**Firefighter 5-P**

SAME AS FIREFIGHTER 5 BUT WITH PARAMEDIC

**Firefighter 6**

E.M.T. + FIRE OFFICER I + AIR PACK TECHNICIAN

**Firefighter 6AS**

- ASSOCIATES DEGREE IN FIRE SCIENCE OR RELATED FIELD + EMT

**Firefighter 6-P**

SAME AS FIREFIGHTER 6 BUT WITH PARAMEDIC

**Firefighter 7AS**

E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD + AIR PACK  
TECHNICIAN

**Firefighter 7PAS**

E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD + AIR PACK  
TECHNICIAN + PARAMEDIC

**Firefighter 8**

- BACHELOR DEGREE IN FIRE SCIENCE OR RELATED FIELD + EMT

**Firefighter 8BDEAP**

- BACHELOR DEGREE IN FIRE SCIENCE OR RELATED FIELD + EMT + AIR PACK  
TECHNICIAN

**Driver**

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

**Driver A**

SAME AS DRIVER, BUT WITH ACTING LIEUTENANT

**Driver 1**

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

**Driver 1A**

SAME AS DRIVER I BUT WITH ACTING LIEUTENANT

**Driver 2**

FIRE OFFICER I (OR CERTIFICATE) + AIR PACK TECHNICIAN

**Driver 2AS**

ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD

**Driver 2A**

SAME AS DRIVER 2 BUT WITH ACTING LIEUTENANT

**Driver 3**

ASSOCIATE DEGREE IN FIRE SCIENCE + AIR PACK TECHNICIAN

**Driver 3A**

SAME AS DRIVER 3 BUT WITH ACTING LIEUTENANT

**Driver 4**

E.M.T.

**Driver 4A**

SAME AS DRIVER 4 BUT WITH ACTING LIEUTENANT

**Driver 4-P**

SAME AS DRIVER 4 BUT WITH PARAMEDIC

**Driver 4-AP**

SAME AS DRIVER 4A BUT WITH PARAMEDIC

**Driver 5**

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

*mp* *dw*

**Driver 5A**

SAME AS DRIVER 5 BUT WITH ACTING LIEUTENANT

**Driver 5-P**

SAME AS DRIVER 5 BUT WITH PARAMEDIC

**Driver 5-AP**

SAME AS DRIVER 5A BUT WITH PARAMEDIC

**Driver 6**

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

**Driver 6AS**

ASSOCIATE DEGREE IN FIRE SCIENCE + EMT

**Driver 6A**

SAME AS DRIVER 6 BUT WITH ACTING LIEUTENANT

**Driver 6-P**

SAME AS DRIVER 6 BUT WITH PARAMEDIC

**Driver 6ASP**

ASSOCIATE DEGREE IN FIRE SCIENCE + EMT + PARAMEDIC

**Driver 6-AP**

SAME AS DRIVER 6A BUT WITH PARAMEDIC

**Driver 7**

E.M.T. + ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD + AIR PACK  
TECHNICIAN

**Driver 7A**

SAME AS DRIVER 7 BUT WITH ACTING LIEUTENANT

**Driver 7-P**

SAME AS DRIVER 7 BUT WITH PARAMEDIC

**Driver 7-AP**

SAME AS DRIVER 7A BUT WITH PARAMEDIC

**Driver 8**

E.M.T. + BACHELOR DEGREE IN FIRE SCIENCE OR RELATED FIELD + AIR PACK  
TECHNICIAN

**Driver 8P**

E.M.T. + BACHELOR DEGREE IN FIRE SCIENCE OR RELATED FIELD + AIR PACK  
TECHNICIAN

**Driver 8AP**

SAME AS DRIVER 8P BUT WITH ACTING LIEUTENANT

**Lieutenant**

FIRE OFFICER I (NEW LIEUTENANTS ONLY)

**Lieutenant 2**

AIR PACK TECHNICIAN

**Lieutenant 2AS**

ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD

**Lieutenant 3**

ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD + AIR PACK  
TECHNICIAN

**Lieutenant 4**

E.M.T.

*pp* *MM*

**Lieutenant 4-P**

SAME AS LIEUTENANT 4 BUT WITH PARAMEDIC

**Lieutenant 4ASP**

ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD + E.M.T. +  
PARAMEDIC

**Lieutenant 5**

E.M.T. + AIR PACK TECHNICIAN  
BACHELOR DEGREE IN FIRE SCIENCE OR RELATED FIELD + AIR PACK  
TECHNICIAN

**Lieutenant 5-P**

SAME AS LIEUTENANT 5 BUT WITH PARAMEDIC

**Lieutenant 6**

BACHELORS DEGREE IN FIRE SCIENCE OR RELATED FIELD + AIR PACK  
TECHNICIAN

**Lieutenant 7**

ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD + E.M.T.

**Lieutenant 8**

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

**Lieutenant 8-P**

SAME AS LIEUTENANT 8 BUT WITH PARAMEDIC

**Lieutenant 9**

E.M.T. + BACHELOR DEGREE IN FIRE SCIENCE

**Lieutenant 9p**

SAME AS LIEUTENANT 9 BUT WITH PARAMEDIC

**Lieutenant 10**

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

**Lieutenant 10-P**

SAME AS LIEUTENANT 10 BUT WITH PARAMEDIC

**Captain**

FIRE OFFICER I + 24 CREDITS TOWARD FIRE SCIENCE DEGREE

**Captain 2**

ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD

**Captain 3**

E.M.T.

Two handwritten signatures in blue ink are present in the bottom right corner. The first signature on the left appears to be 'MP' and the second signature on the right appears to be 'MM'.

**Captain 3-P**

SAME AS CAPTAIN 4 BUT WITH PARAMEDIC

**Captain 4**

BACHELORS DEGREE IN FIRE SCIENCE OR RELATED FIELD

**Captain 5**

ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD + EMT

**Captain 5P**

ASSOCIATE DEGREE IN FIRE SCIENCE OR RELATED FIELD + EMT + PARAMEDIC

**Captain 6**

E.M.T. + BACHELOR DEGREE IN FIRE SCIENCE OR RELATED FIELD

**Captain 6-P**

SAME AS CAPTAIN 6 BUT WITH PARAMEDIC

**Battalion Chief**

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

**Battalion Chief-4**

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

**Battalion Chief-P**

SAME AS BATTALION CHIEF BUT WITH PARAMEDIC

**Battalion Chief-P4**

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

**APPENDIX D**  
**PAYROLL DEDUCTION AUTHORIZATION**

**METRO-BROWARD PROFESSIONAL FIRE FIGHTERS LOCAL 3080**  
**REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION**

Name: \_\_\_\_\_

Employee #: \_\_\_\_\_

Employer: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
President or Treasurer Signature

**METRO-BROWARD PROFESSIONAL FIRE FIGHTERS LOCAL 3080**

**PAYROLL DEDUCTION AUTHORIZATION**

Name: \_\_\_\_\_ Employee #: \_\_\_\_\_

Employer: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
President or Treasurer Signature

*MP*

*Q*

**APPENDIX E**  
**MEDICAL RELEASE FORM**

EMPLOYEE NAME \_\_\_\_\_

**PHYSICIAN** \_\_\_\_\_

A. THERE ARE NO SIGNIFICANT ABNORMALITIES.

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

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

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

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

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PHYSICIAN'S NAME  
SIGNATURE

✓✓✓