

Professional Fire Fighters of Pembroke Pines IAFF Local 2292



Collective Bargaining Agreement between The City of Pembroke Pines and Professional Fire Fighters of Pembroke Pines, IAFF Local 2292

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AGREEMENT

The City of Pembroke Pines and Professional Fire Fighter of Pembroke Pines, IAFF, Local 2292 (hereinafter Local 2292 or Union) , , desire to enter into an agreement with respect to the recognition of Local 2292 as exclusive bargaining representatives for certain bargaining unit positions designated as included by the Florida Public Employees Relations Commission Certification No. 464 last clarified January 16, 1990 by the Public Employees Relations Commission in Case Number UC-89-017 respectfully, or as hereafter amended by Petition for Unit Clarification

The general purpose of the agreement is to provide for benefits, wages, hours and other terms and conditions of employment, of those positions included in the Bargaining Unit; to prevent interruption of work and interference with the efficient operation of the City and performance of City operations and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences and the promotion of harmonious relations between the City of Pembroke Pines and Local 2292, International Association of Firefighters.

CITY REPRESENTATIVE

The City Manager or his designee shall designate such person or persons in writing to the IAFF who shall have sole authority to conclude an agreement on behalf of the City subject to ratification by the City Commission and the members of the bargaining unit. Any negotiations entered into with persons, other than the City Manager or his designee(s), regardless of their position or association with the City, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the City. It shall be the obligation of the City Manager to notify the Union in writing of any change in designation of the City's representative for the purpose of negotiations.

The City agrees that during the term of this agreement it will deal only with the authorized representatives of the IAFF in matters requiring mutual consent or other official action called for by this agreement. The IAFF agrees to notify the City of the names of such authorized representatives.

ARTICLE 1 -- TERMS OF AGREEMENT

- 1.01 This Agreement shall be effective October 1, 2012 subject to ratification by the IAFF Members and adoption by the City Commission of the City of Pembroke Pines, Florida, and shall continue until September 30, 2015.
- 1.02 Either party may request in writing to the other between March 1, 2015, and not later than June 1, 2015, discussions concerning modifications, amendments and renewal of this agreement to become effective October 1, 2015. If neither party shall submit such written notice during the indicated period, this agreement shall extend for the period of one (1) additional year, and the parties shall implement ratification procedures required by Chapter 447, Florida Statutes.
- 1.03 Further, it is agreed and understood that this agreement constitutes the whole agreement between the parties. If parties are in negotiations and have not reached agreement, the terms of this contract will remain in full force and effect until negotiations are completed and ratified.
- 1.04 In the event that, during the term of this agreement, the Legislature amends or modifies any statute incorporated into this agreement, the amended or modified statute shall be deemed to be incorporated into this agreement as of its effective date.
- 1.05 Article 45 Wages shall be rescheduled for reopened bargaining:

March 2014 for year three(10/1/14-9/30/15) wages

ARTICLE 2 -- MANAGERIAL RIGHTS

- 2.01 Except as otherwise specifically limited in this Agreement, the City has the sole and exclusive right to exercise all rights and functions of management.
- 2.02 These powers include, but are not limited to:
- A. To determine unilaterally the purpose of its Fire Department.
 - B. To set standards of service to be offered to the public by the Fire Department.
 - C. To exercise control and discretion over the Fire Department's organization and operations within the constraints of the budget.
 - D. To direct bargaining unit employees.
 - E. To take disciplinary action.
 - F. To relieve bargaining unit employees from duty because of lack of work or for other legitimate reasons.
 - G. To determine the size of the Fire Department.
 - H. To take whatever steps necessary, consistent with the terms of this agreement, to accommodate a qualified applicant or bargaining unit employee with a disability.
 - I. The City agrees not to initiate a transfer of services to another department, agency or unit of government during the term of this agreement. It is the intent of the parties to insure that the wages, benefits and conditions of employment provided to members under the terms of this agreement be maintained, to the extent allowed by law, even in the event of a takeover—or transfer of services compelled by County or State action. If a takeover or transfer of services is initiated by Broward County or the State of Florida, the City agrees to use its best efforts to require that all members be hired by any acquiring agency at the member's same or higher rank and that there be no reduction of wages, pension and/or benefits to any member.

ARTICLE 3 -- RECOGNITION OF UNION

The City of Pembroke Pines, recognizes Local 2292 as the exclusive bargaining representatives of the bargaining unit positions designated as included by the Florida Public Employees Relations Commission Certification No. 464 last clarified in November 30, 1989 by the Public Employees Relations Commission in Case Number UC-89-017 respectfully, or as hereafter amended by Petition for Unit Clarification. PERC Order 90E-014 issued January 16, 1990 clarifying bargaining unit attached as Appendix Two.

3.01 The City and Union will cooperate to seek PERC unit clarification to reflect:

INCLUDED:

Firefighter/EMT
Firefighter/Paramedic
Driver Engineer
Lieutenant (Fire and Fire Prevention Inspector)
Captain (Fire and Fire Prevention Captain)
Battalion Chief

EXCLUDED:

Administrative Battalion Chief
Assistant Division Chief
Division Chief
Fire Chief

3.02 Any reference to IAFF members in this contract shall mean those classifications of those employees referred above whether or not they are members of the IAFF

ARTICLE 4 -- BEREAVEMENT LEAVE

- 4.01 An IAFF member shall be granted an immediate personal leave of up to two (2) consecutive shift days (a shift day as it pertains to bereavement leave will be defined as twenty four (24) hours) if requested, for the purpose of grieving and related activities, in the event of the death of an immediate family member. The following shall detail how this time shall be granted:
- A. If the member's immediate family member (as described in 4.03) passes while the member is off duty, the member shall be placed on bereavement leave for up to two (2) consecutive shifts.
 - B. If the member's immediate family member (as described in 4.03) passes while the member is on duty the member shall go home on immediate bereavement leave for the remainder of the shift and receive one (1) additional shift of bereavement leave or use sick time for the remainder of the shift and receive two bereavement days off.
- 4.02 If the IAFF member is assigned to a 40 hour work week, the member shall be granted a total of 40 hours of bereavement leave. The following shall detail how this time shall be granted:
- A. If the member's immediate family member (as described in 4.03) passes while the member is off duty, the member shall be placed on bereavement leave for the next four (4) ten (10) hour work days.
 - B. If the member's immediate family member (as described in 4.03) passes while the member is on duty the member shall go home on immediate bereavement leave for the remainder of the work day and receive three (3) additional days of bereavement leave or use sick time for the remainder of the shift and receive four (4) bereavement days off.
- 4.03 An immediate family member shall include the following: the employee's spouse or domestic partner, and the mother, father, children, step child, foster child, sister, half sister, sister-in-law, brother, half brother, brother-in-law, step-parents, grandparents, legal guardian or grandchild, and great grandparents of the employee, the employee's spouse, or the employee's domestic partner.

ARTICLE 4 -- BEREAVEMENT LEAVE CONTINUED

- 4.04 An IAFF member may be granted additional bereavement leave upon the approval of the Fire Chief or the City Manager. The additional bereavement leave pay shall be deducted from the member's sick leave or vacation time at the member's option.
- 4.05 An IAFF member shall be entitled to shift exchanges or use of accrued sick leave or vacation time for bereavement leave in the event of the death of a member of the employee's household subject to Fire Chief's approval.
- 4.06 Any other bereavement leave or authorized extension thereof shall be without pay.

ARTICLE 5-- CITY WORKPLACE POLICIES

- 5.01 The parties agree that the City's Drug Free Work Place Policy set forth in Ordinance No. 1000 shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 5.02 The parties agree that the City's Family Medical Leave Policy set forth in Resolution 2222 shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 5.03 The parties agree that the City's Safety Program Policy set forth in Ordinance 1131 shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 5.04 The parties agree that the City's Sexual Harassment Policy set forth in Resolution 2030 shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 5.05 The parties agree that the City's Workplace Violence Policy set forth in Resolution 2395 shall apply in all respects to the bargaining unit employees unless specifically addressed in this Collective Bargaining Agreement.
- 5.06 The foregoing policies may be amended by the City, provided the amendment applies to all City employees, during the term of this Collective Bargaining Agreement, subject to the following:
 - A. The City shall give the IAFF forty-five (45) days advance notice of the implementation of the amendment.
 - B. If the amendment is subject to bargaining, and the IAFF requests bargaining, the parties will meet as soon as practicable to engage in bargaining over the amendments and implementation shall be delayed pending completion of bargaining.

ARTICLE 6-- CIVIL SUITS

- 6.01 The City shall provide a defense, inclusive of court costs and attorney's fees, of any bargaining unit member relating to any Civil Suit or criminal prosecution for acts taken by the member while the member is on duty and engaged in fire, rescue or medical response activity.

ARTICLE 7-- COURT APPEARANCES

- 7.01 An IAFF member who is summoned to appear as a witness, while off duty, in any case that the member is involved in as a result of his/her employment with the City shall be paid one and one half (1½) times his current hourly rate. The IAFF member shall receive a minimum of three (3) hours pay, and the member shall return all witness fees received. If the member is on duty when the deposition or trial is scheduled, the member will be granted the time off without any loss of wages. The IAFF member will immediately notify his/her Battalion Chief upon receipt of a Subpoena and shall provide a copy of the subpoena to the Battalion Chief. The IAFF member acknowledges that the City shall have the right to attempt to reschedule the appearance to a time which may be solely at the City's convenience.
- 7.02 An IAFF member who is subpoenaed to appear in the County, State or Federal Court for jury duty shall notify the Fire Chief's office upon receipt of the said subpoena.
The employee shall be scheduled for paid jury leave as follows:
- A. When an employee is scheduled to appear for jury duty, he/she shall be scheduled off duty two (2) hours prior to the time scheduled to appear. Up to four (4) hours may be granted at the discretion of the Fire Chief or his designee.
 - B. When an employee is scheduled, and appears for jury duty on what would be his/her shift day, and then is released from such jury duty permanently, the employee is required to report for duty within two (2) hours of the time of release.
 - C. When an employee is scheduled, and appears for jury duty on what would be his/her shift day, and is assigned to a jury, then said employee shall not be required to return to duty until fully released from jury duty.
 - D. Employees may exercise their right to request exemption from jury duty at their discretion as law provides. so.
 - E. Compensation paid by the City for an employee's jury duty shall be in accord with Section 1-9 of the Broward County Code of Ordinances.

ARTICLE 8-- DRILLS/CALL BACK PAY

- 8.01 Each member shall be required to perform in drills only on their individual shift days. In the event that a Fire Department drill is necessary, and "off duty" personnel are required to participate, advance notice must be provided to all members, who shall be compensated in accordance with article 8.04 of this agreement.
- 8.02 The IAFF and City agree that due to the nature of the service provided by the Fire Department employees that each and all employees of the Fire Department are subject to a recall duty.
- 8.03 **DEFINITION**
- Recall to duty shall be deemed to be an official notification requiring any respective Fire Department employee to immediately return to his respective duties, after said member has been off duty for over one (1) hour.
- 8.04 Any Fire Department employee, required to return to duty as defined in section 8.03, shall be paid at the overtime rate of one and one half (1½) times his/her hourly rate for a minimum of three (3) hours for members assigned to shift and four (4) hours for members assigned to days.
- 8.05 The procedure for recall shall be on an equal basis whenever possible.
- 8.06 Any Fire Department employee so recalled to duty shall report to duty without delay, and when failing to do so without good and sufficient cause, shall be subject to disciplinary action by the City. The Fire Department employee shall be held liable only if personally contacted by the Fire Chief or his designee.
- 8.07 Members from the prevention bureau who are required to be on-call shall receive \$2.50 for every hour they are on-call excluding normal working hours.

ARTICLE 9-- DROP & PENSION PLAN

- 9.01 Pension and DROP benefits shall be as set forth in the Pembroke Pines Pension Fund for Firefighters and Police Officers as it exists on the date of ratification. Current Code attached as Appendix "One".

ARTICLE 10 -- EDUCATIONAL INCENTIVE

10.01 The City recognizes that additional education is necessary to attract and prepare proper supervisory personnel. Therefore, any member who secures and maintains the following degrees or licenses shall be entitled to the specified compensation; and in accordance with Florida State Statute 633.382:

- | | | |
|-----|---|-------------------------|
| A. | Associates Degree
Fire/Paramedic Science | \$60.00 every two weeks |
| A1. | Bachelor's Degree
Fire/Paramedic Science | \$80.00 every two weeks |
| B. | State Fire Safety Inspector | \$40.00 every two weeks |
| C. | County Fire Safety Inspector | \$40.00 every two weeks |

Should the compensation paid by the State increase to an amount greater than the incentives above during the term of this agreement, then the amounts above shall increase by an amount equal to the increase in the State payment. A member shall start receiving compensation effective the day he/she turns in the proper paperwork (i.e. Certificate, Degree, etc.) notifying department that he/she has received one of the degrees or certifications listed above. This shall not be retroactive to the date listed on said degree or certification.

Note each classification A + A1, are not cumulative with the other in the same classification; i.e., in the B classification the holder of an Bachelor's Degree will not receive compensation for an Associate's Degree, only the higher of the two. The IAFF agrees that any amount set forth by State Legislation and received by the City shall not result in an employee receiving less than the above amounts.

ARTICLE 11 -- EDUCATIONAL REIMBURSEMENT

- 11.01 Fire Department employees attending classes, seminars, or other educational institutions for department betterment, shall be granted sufficient time off from duty at the discretion of the Fire Chief to attend said classes, seminars, or other educational institutions provided the classes, seminars, or other educational institutions pertain solely to the firefighting or paramedical sciences, administration and/or other similar related subjects and courses necessary to acquire an Associate's, Bachelor's or Master's Degree in the above related subjects. Said members time off shall be permitted, subject to supervisor approval, to interchange duties with other members to enable said member to attend said classes, seminars, or other educational institutions. If required to attend schooling by the City, they will receive straight pay.
- 11.02 The City agrees to pay tuition to members of the bargaining unit seeking a degree in the fire or paramedical science related field. Reimbursement of tuition will be according to the schedule listed in the Employee Handbook & City Policies for all courses necessary to complete the requirements for a college degree (Associate's Degree, Bachelor's Degree, Master's Degree) and will be paid upon completion of a course taken and with a passing grade of at least a "C" or its equivalent. Reimbursement for passing of a course with only a pass/fail grade shall be at 100%. After proof of course completion is furnished by the member, reimbursement will be paid within thirty (30) calendar days.
- 11.03 **TRANSPORTATION AND ADDITIONAL EXPENSE**
Transportation and additional expenses, i.e., food and lodging shall be paid by the individual member, unless said attendance was required by the City.
- 11.04
- A. Members shall remain in the employment of the City for at least twenty four (24) calendar months upon completion of an Associate's Degree, twenty four (24) calendar months upon completion of a Bachelor's Degree, and thirty six (36) calendar months upon completion of a Master's Degree for which reimbursement was granted by the City and received by the member.
 - B. If the member departs the employment of the City voluntarily or involuntarily prior to the prescribed periods as set forth herein, the member will be required to reimburse the City for all tuition paid to the member. Such employees agree to permit those tuition costs to be deducted from any pay or benefit, which may be due them.
 - C. In the event the member has not obtained a degree, he/she shall remain in the employ of the City for at least twenty four (24) calendar months upon completion of the last course attended and for which the City granted reimbursement to the member.

ARTICLE 11 -- EDUCATIONAL REIMBURSEMENT CONTINUED

- D. The member will be required to reimburse the City for tuition paid to the member within the previous twenty four (24) month period prior to departing employment.
- E. If the member has borne the cost of at least sixty (60) credits for a college degree for which he has not received reimbursement from the City and subsequently has received reimbursement from the City for the remainder of his degree requirements, the member shall be required to remain in the employment of the City for the time prescribed in Section 11.04C, above and failing to do so shall be required to reimburse the City for the tuition paid to the member for the time set forth in 11.04C above.

11.05 REIMBURSEMENT

- A. City will reimburse member for cost of certificate or license required, limited to EMT, Paramedic, Fire Inspector, Fire Officer I, Fire Science Instructor, Plans Review, and Florida Driver's License.
- B. Each member desiring reimbursement shall be required to seek course approval from the City Manager's office before classes in desired subject are initiated unless said class is mandated by the department as outlined in pre-employment agreements or promotional requirements.
- C. Members who desire to participate in this program must attend a public or non-public college, university or community college licensed by the State Board of Independent Colleges and universities and fully accredited by the Southern Association of Colleges and Schools as recognized by the State Board of Education. Reimbursement under this article shall apply to accelerated courses only upon mutual agreement of the City and the member.
- D. The City reserves the right to limit participation in this program to fifty percent (50%) of the bargaining unit members attending college courses at any one time.
- E. Each member may schedule either on or off site Continuing Education Units (CEU) on duty time, subject to approval of Fire Chief and providing availability of personnel coverage without need for overtime.

- 11.06 The maximum collective amount that may be reimbursed in any fiscal/contract year is \$70,000.00 (Seventy Thousand Dollars and Zero Cents).

ARTICLE 12 – FIREFIGHTER’S BILL OF RIGHTS

12.01 Firefighter’s Bill of Rights

Whenever an employee is questioned by the fire department and his/her answer could lead to disciplinary action, the following procedure, as defined in Chapter 112.80-.84 F.S., shall apply;

- A. The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.
- B. No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.
- C. All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
- D. The firefighter under investigation shall be informed of the name, rank, and unit of command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.
- E. Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.
- F. The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.
- G. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
- H. An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.

ARTICLE 12 -- FIREFIGHTERS BILL OF RIGHTS CONTINUED

- I. No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this part.

ARTICLE 13 -- FUNERAL AND BURIAL EXPENSES

- 13.01 The City herein agrees to provide any and all insurance coverage in compliance with any State or Federal regulation or law presently existing or which may come into force and effect in the future.
- 13.02 The City and the IAFF agree that the type of funeral arrangements provided to active duty and retired employees, as well as other firefighters in the tri-county area shall be in accordance with SOP 1.3.08. Additionally, both parties agree that any changes to this policy during the term of this agreement shall be mutually agreed upon.

ARTICLE 14 -- GRIEVANCE AND ARBITRATION PROCEDURES

14.01 Individuals exercising their rights under this provision understand and acknowledge that they may either exercise their rights herein or under the Employee Handbook & City Policies of the City of Pembroke Pines, but not both. Grievances are disputes which may arise, concerning the interpretation and or application of this agreement, and shall be settled in the following manner. Notwithstanding any provision of this Article, only the IAFF has the authority to advance a grievance on behalf of bargaining unit members. Stated differently, it is the intent of the parties that the IAFF, not the individual bargaining unit members control the bargaining process. The IAFF may not delegate or assign to unit members the authority to advance grievances.

14.02 Rules of Grievance Processing

- A. If the grievance is not processed by the City within the time limit provided for that step, the grievance shall be deemed resolved in the grievor's favor. If the grievance is not processed by the IAFF within the time provided for that step, the grievance shall be considered dropped.
- B. Each successive step in this procedure must be followed in order. In the case of suspension or discharge, either party may unilaterally waive Steps One and Two, then proceed directly to Step Three. IAFF grievances may be entered at Step Two or Three as determined by the IAFF
- C. The parties recognize that it is important that grievances be processed and resolved as rapidly as possible. Therefore, the number of days indicated in each step of the Grievance Procedure should be considered as a maximum and every effort should be made to expedite the process.
- D. All days listed in the Grievance Procedure are calendar days.
- E. All grievances proceeding to Step 2 must be reduced to writing and must contain the following information:
 - 1. The specific article(s) and section(s) of the Agreement alleged to have been violated by the City.
 - 2. A statement of the grievance, giving a description of the facts, dates, and times of the events involved in the alleged violation, and the specific remedy desired by the grievant.
 - 3. Signature of the grieved employee (except in the case of a class action grievance presented by the IAFF).

ARTICLE 14-- GRIEVANCE AND ARBITRATION PROCEDURES CONTINUED

F. There will be a onetime seven (7) day extension in the grievance procedure, per grievance, that can be exercised by each party.

14.03 Grievance Steps

Step 1. The grievant shall discuss the grievance with his immediate supervisor within thirty (30) days of the occurrence or when the grievant has knowledge of this action or event which gave rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The IAFF representative shall be present to represent the grievant upon request. The immediate supervisor shall attempt to adjust the subject of the grievance and/or respond to the grievant and the IAFF within twelve (12) days. All remedies formulated at this step shall be in accordance with the provisions of this Agreement.

Step 2. The IAFF Grievance Committee, upon receiving a written and signed petition, shall within twenty one (21) days determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary.

Step 3. If a grievance does exist, they shall, within seven (7) days, with or without the physical presence of the aggrieved employee, present the grievances to the Battalion Chief and/or the appropriate Division Chief for adjustment.

Step 4. If the grievance is not settled by Battalion Chief and/or the appropriate Division Chief within twenty one (21) days, they shall, with or without the physical presence of the aggrieved employee, present the grievance to the Chief of the Fire Department for adjustment.

Step 5. If within twenty one (21) days, the grievance has not been settled by the Fire Chief, it then shall be submitted to the City Manager for Adjustment.

Step 6. **Arbitration**

If within twenty one (21) days the decision of the City Manager has not satisfactorily resolved the grievance, the employee and the employee representative (employee organization) may request arbitration in writing to the office of the City Manager, no later than twenty one (21) calendar days after the rendering of such decision by the City Manager. Upon the request of either party the arbitration shall be held in accordance with the AAA's expedited arbitration rules.

ARTICLE 14 -- GRIEVANCE AND ARBITRATION PROCEDURES CONTINUED

At the arbitration hearing the aggrieved employee shall be accompanied by an employee representative (and or Counsel) and such additional employee representatives as shall be approved by the parties. The arbitrator shall have access to all written documents and statements pertaining to the grievance. The arbitrator shall render his or her decision no later than thirty (30) days after the conclusion of the final hearing. Copies of the findings of the arbitrator, made in accordance with the jurisdictional authority, under this agreement, shall be furnished to both parties and shall be final and binding on both parties.

14.04 **Appointment of Arbitrator**

The arbitrator shall be selected from a list obtained from the American Arbitration Association, by mutual consent of the parties. The arbitrator shall be a member of the National Academy of Arbitrators. He shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association.

14.05 **Power of Arbitrator**

The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinions and conclusions on the issue submitted. The arbitrator shall limit his decision to the application and interpretation of the provisions of this agreement, which shall not be as to directly or indirectly cause modification, amendment, additions or subtractions of this agreement. The decision of the arbitrator is binding on both parties.

14.06 **Cost of Arbitration**

The parties agree that in the event any grievance is submitted for binding arbitration as provided in Sections 14.03 (Step 6) and 14.04 of this agreement, the cost of such arbitration including the fee paid to the neutral arbitrator and the administrative cost of the American Arbitration Association shall be divided equally between the parties, one half to be paid by the City and one half to be paid by the bargaining unit. Each party shall pay their own attorney's fees and other costs.

ARTICLE 15 -- HOLIDAYS

15.01 The City and the IAFF shall observe the following days as official holidays:

- NEW YEAR'S DAY
- PRESIDENT'S DAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- VETERAN'S DAY
- THANKSGIVING DAY
- FRIDAY AFTER THANKSGIVING DAY
- CHRISTMAS DAY
- MARTIN LUTHER KING DAY

In addition, the following shall be considered a floating holiday. This shall be granted as a shift day (12) hours off with pay upon any members request, subject to scheduling approval by the Fire Chief, or his designee:

- RELIGIOUS PREFERENCE DAY

A Religious Preference Day must be used in the fiscal year earned and shall not be accrued. An unused Religious Preference Day will be forfeited unless a request to use it has been turned down by a supervisor three (3) times, however, request to use a Religious Preference Day which falls on a designated City Holiday and which is declined, shall not be counted as one of the three (3) times.

15.02 Any member who has not given notice of the desire to accrue holidays shall be paid twelve (12) hours at his regular rate of pay for each holiday.

15.03 In September of each year, each member can cash in all accrued holiday time, to be paid by the 1st payday in October.

ARTICLE 16 –HEALTH PLAN

- 16.01 The City shall provide health and accident insurance at or above the current level of benefits, for all Fire Department employees and their dependents at no charge to the employee in allocation of premium costs. The City shall provide payments to HMO plans (acceptable and qualified by the City of Pembroke Pines) at a premium rate not greater than paid to their group insurance carrier. This benefit shall apply only to employees hired as of September 30, 1991. Effective October 1, 1991, health and accident insurance shall be provided only for the employee at no charge in allocation of premium cost. Employees hired after October 1, 2008 will be required to contribute to the cost of the employer's health insurance plan provided by the City. Such amount, if any, shall not exceed one hundred dollars (\$100) per month.
- 16 .02 The City agrees to provide all fire department members hired prior to April 1, 2006, with an individual contract for retirees health insurance. Health Insurance for retirees will not be provided at City expense for those members hired after April 1, 2006. A Retiree who was hired after April 1, 2006 may elect to continue health coverage in the City Plan at their own expense, at the equivalent retiree premium established by the City.
- 16 .03 The parties agree that should the cost of hospitalization increase for the portion of premium payments responsible to be made by the employee (those hired after September 30, 1991) for the term of this agreement, the increase will not exceed twenty percent 20% over the three (3) year contract and no more than ten percent (10%) in any one year.
- 16 .04 The City agrees, that for a full-time firefighter who is killed in the line of duty as per F.S.S. 112.191 (2)(f) or suffers a catastrophic injury, as defined in F.S.S. 440.02(37) and provided for in F.S.S. 112.191 (2)(g), or is partially or totally disabled as provided for in F.S.S. 112.18, the City shall pay the entire premium for the employer's health insurance plan for the injured employee, the injured employee's spouse, and for each dependent child of the injured employee until the child reaches the age of maturity or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be dependent for support, or the child is a full-time or part-time student and is dependent for support. The term "health insurance plan" does not include supplemental benefits that are not part of the basic group health insurance plan. If the injured employee subsequently dies, the employer shall continue to pay the entire health insurance premium for the surviving spouse until remarried, and for the dependent children, under the conditions outlined in this paragraph.

ARTICLE 17 -- HOURS OF WORK AND OVERTIME

17.01 The parties agree that under the terms of this agreement, the work cycle is seven (7) days and the average work schedule for all combat firefighting personnel within the bargaining unit shall be forty eight (48) hours per week (cycle), to be worked as follows:

Twenty four (24) hours, on duty, commencing at 08:00 a.m., which will constitute a shift day, followed by forty eight (48) hours "off duty" with a Kelly Day every seventh (7th) shift day.

17.02 The parties agree that under the terms of this agreement, the work week for non-combat firefighting personnel within the bargaining unit shall be forty (40) hours per week, to be worked as follows:

Four (4) ten (10) hour week days (Monday thru Thursday) per work week.

17.03 The City may assign any personnel (excluding members in the DROP Plan) within the department to a forty (40) hour work week. The City and the IAFF agree to create a list of volunteers (which may include current DROP Members) for each assigned position currently available on day assignment. The minimum members for each position on said list shall be three (3). If there is a "valid" list as described above, the Fire Chief shall pick from said list to fill a vacant position. If there is not a "valid" list, the Fire Chief may assign any personnel as agreed. The City and the IAFF further agree that the maximum day assignment is four (4) years. At the completion of four (4) years the member currently assigned shall have the option to return to shift assignment. It is further agreed that if a member has been assigned to days (not volunteered) and said member elects to enter the DROP Plan, the member shall have the option to return to shift assignment.

A. Any such person assigned shall be entitled to a 10% assignment pay increase (excluding Fire Inspectors). It is further agreed that, at anytime a member assigned to a day position may request in writing to return to a shift position. The final decision for such a request shall rest solely with the Fire Chief.

17.04 It is further agreed that employees may be asked to be assigned to a temporary day assignment for the purpose of assisting in a project for the betterment of the fire department. Labor and Management shall mutually agree upon this project. The length of this assignment and any extension of said project shall be mutually agreed upon by Labor and Management.

ARTICLE 17 -- HOURS OF WORK AND OVERTIME CONTINUED

While on day assignment Labor and Management shall mutually agree on the workweek that the member on temporary assignment shall work, but both agree that it shall not exceed forty (40) hours. All members working a temporary day assignment shall be entitled to day assignment pay as described in 17.03 (A) for the duration of said temporary assignment.

- 17.05 Any unit member required to work outside of his/her regularly scheduled work week shall be compensated at a rate of one and one half (1½) times the unit member's normal rate of pay for each hour worked, this shall not include City funded detail assignments, which shall be compensated at twenty three dollars (23.00) per hour. Furthermore, a unit member required to work in excess of his/her regular shift shall be compensated at one and one half (1½) times the unit member's normal rate for all time worked in excess of fifteen minutes.
- 17.06 Each unit member shall be compensated at the rate of one and one half (1½) times his/her normal rate of pay when required to work as a result of an emergency or other unforeseen circumstances.
- 17.07 Kelly Day exchanges must be approved in advance by the Fire Chief or his designee.
- 17.08 No employee shall authorize scheduled overtime for himself, but shall be entitled to overtime work as assigned or authorized by the Fire Chief, or his designee. It is understood that the City has the right to schedule overtime work as needed, and in a manner that provides sufficient qualifications to meet the job requirements. Except in an emergency when time is of the essence, an overtime roster system will be used when assigning overtime work. The system will provide a fair opportunity for each bargaining unit member who participates on a call basis for overtime by rank-category seniority. The same system will be utilized to assign members to fill union pool time requests, which will be maintained in a separate roster.

ARTICLE 18 -- IAFF BULLETIN BOARDS

- 18.01 The IAFF shall be permitted to furnish, maintain, and utilize a suitable bulletin board in an area of the Fire Stations as designated by the Fire Chief.
- 18.02 The IAFF shall limit its posting of notices and bulletins to such bulletin boards. The parties recognize that only authorized IAFF leaders shall be permitted to post or take down any IAFF articles; provided, however, that the IAFF agrees to update the board the first of every month by removing all outdated materials.

ARTICLE 19-- IAFF BUSINESS AND FUNCTIONS

- 19.01 The City agrees to allow the IAFF President, and/or his designated representatives (maximum of four (4) persons), a maximum of three (3) shift days (or up to five (5) business days for forty (40) hour employees) per function off to attend IAFF local, state, and national meetings. Members who are granted time off for these functions shall be granted Administrative Leave as long as granting said time will not cause overtime. If granting any of these approved members Administrative Leave would cause overtime, the said member will use IAFF pool time.
- 19.02 The IAFF President, and/or his designated representatives, shall notify the City, through the Fire Chief, not less than five (5) days prior to the function, of the name of the member or members, the dates, the location of the function, and the approximate length of the trip. The Fire Chief shall thereupon schedule said IAFF representative's duty time to permit attendance in accordance with Section 1 above.
- 19.03 Four (4) hours from each Fire Department employee sick time day will be placed in "pool" each October. Members voluntarily contribute four hours each contract year unless members notify the IAFF President in writing of their request to not contribute for a specific contract year. Members who wish not to contribute the four hours should notify the IAFF President by September 15th of each year for the preceding contract year. The sick time pool shall be subtracted from all employees currently paying union dues and who have available sick time for deduction. The City agrees to the use of "pool time" to: a) functions, other than those identified in sections 19.01 or 20.03 and; b) any members who have used allotted sick time and are in need of additional sick time; all with the approval of the Fire Chief and IAFF Fire Department employees working in lieu of a IAFF representative attending a function shall be compensated by the City at their regular rate of pay. Any accumulated pool time that remains at the end of one budget year, will be carried over to the following year's pool time.
- 19.04 The Union President or his designee shall be notified of all suspensions, demotions, bid removals, discharges or probation extensions at least twenty four (24) hours prior to notice to the member unless said action is of a safety, emergency or criminal nature or when notice would compromise an administrative investigation.

ARTICLE 20 -- IAFF/CITY CONFERENCES

20.01 JOINT CONFERENCE

All meetings between representatives of the IAFF and representatives of the City shall be held at the request of either party upon reasonable notice to the other party. For major decisions, the IAFF or the City shall in the written notice specify their respective authorized representatives and the general nature of the matter to be discussed. Upon receipt of said notice, the notified party shall adequately inform the party giving notice of their authorized representatives for the meetings and agreed upon date and time.

20.02 COUNSEL OR REPRESENTATIVE

Counsel and advisors to representatives of the IAFF or the City may attend any conference or meeting between the IAFF and the City.

20.04 IAFF members who serve as a Trustee on the Pension Board will be allowed to attend regularly scheduled board meetings, educational seminars and/or conferences while on duty. Members may be released from their regular duties without loss of pay for these functions as long as granting said time will not cause overtime. If granting leave would cause overtime, the member will be allowed to utilize IAFF pool time in lieu of City paid time.

20.05 Any member of Local 2292 who also holds an office in another labor organization or as an elected official shall have the right to utilize a shift exchange for coverage to attend meetings not covered in Article 20.03. The parties acknowledge and realize that the shift exchange may be repaid by the employee working an exchanged shift or by payment being made by the employee or labor organization to the employee working for the absent member. Payment responsibility for coverage will rest solely on the member who is utilizing this option for coverage. The City shall not be responsible for any payments to members working said approved shift exchanges. All approved shift exchanges will be governed by Article 39 of this collective bargaining agreement, excluding Article 39.01 and 39.05.

ARTICLE 21 -- IAFF DUES DEDUCTIONS

- 21.01 The City shall provide, at no charge to the members of the IAFF, for the direct deduction of monthly IAFF dues from the salary of each IAFF member. The amount of the deduction shall be periodically determined by the IAFF. The City shall not be obligated to more than two (2) changes in the dues rate per employee, per year. The IAFF will be responsible for the charges incurred by the City for any subsequent changes. However, no deduction from any member shall be made by the City unless it has received a written authorization from such IAFF member.
- 21.02 The dues shall be deducted by the City in equal installments from each regular salary check. The total sum of all dues deductions collected by the City shall be accounted for and remitted to the treasurer of the IAFF every two weeks.
- 21.03 In any event, if an IAFF member should decide to discontinue the deduction of dues from his salary, said IAFF member shall provide written notice to the City and IAFF treasurer, respectively, after which said notice shall become effective thirty (30) days subsequent to its receipt by the City and the IAFF treasurer.
- 21.04 The IAFF shall determine what shall be the accepted form for notice of authorization of deductions and authorization of the withholding of deductions.

ARTICLE 22 -- IAFF NEGOTIATORS

- 22.01 The negotiating committee shall consist of up to four (4) IAFF members appointed by Local 2292. The negotiating committee may also include counsel and/or an advisor(s).
- 22.02 The IAFF President shall submit a statement to the City affirming that the IAFF has complied with all the requirements of the State law, in effect as of the date of the statement, which govern registration and certification of the IAFF
- 22.03 The IAFF Negotiating Committee shall have the full authority to conclude an agreement on behalf of the IAFF, subject to ratification by IAFF members.
- 22.04 It is understood that the IAFF negotiating committee is the official representative of the IAFF for the purpose of contract negotiations with the City. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the IAFF, shall be deemed unauthorized and shall have no standing weight, or authority in committing or in any way obligating the IAFF
- 22.05 Up to four (4) members of the IAFF negotiating committee shall be permitted to attend the negotiating sessions on duty with pay with the approval of the Fire Chief, which permission shall not be unreasonably withheld.

ARTICLE 23 – LABOR/MANAGEMENT COMMITTEE

- 23.01 The City and IAFF agree that harmonious relations between Labor and Management are advantageous to both the IAFF and the City. This committee shall meet at least quarterly, but either side can request a meeting anytime a situation arises that needs to be resolved before this committee. This committee shall consist of the Fire Chief, at least one Division Chief, Union President, Union Vice President and one (1) member of Local 2292's Executive Board whose appointment is agreed upon by both parties.
- 23.02 Issues brought to this committee can originate from any of the following sources:
- A. From Labor or Management.
 - B. From any sub-committee established by Labor/Management.
- 23.03 Both parties agree that topics discussed during committee meetings can contain personal and sensitive information and as such, information of this nature shall be kept confidential unless otherwise provided by law. All decisions that are made that can be released department wide shall be in the form of minutes and shall be posted on all bulletin boards.

ARTICLE 24-- LIFE & ACCIDENTAL DEATH INSURANCE

- 24.01 The City agrees to provide the members with a one time annual salary natural death benefit insurance. Said insurance shall have a two times annual salary death benefit in case of accidental death, attributable to service incurred injury, also known as double indemnity.
- 24.02 The City agrees that if a firefighter, while engaged in the performance of his or her duties, is accidentally or unlawfully killed or receives bodily injury which subsequently results in the loss of the firefighter's life (provided that death is not the result of either suicide or intentionally self-inflicted bodily injury), and that if the firefighter would be entitled to compensation as provided for by F.S.S. 112.191 (2)(a)(b) and/or (c), the compensation shall be the greater of either the compensation provided for by that statute or the double indemnity benefit set forth in 24.01.

ARTICLE 25 -- LIGHT DUTY

- 25.01 Employees shall be assigned to light duty for a service connected disability provided, in the discretion of the Fire Chief, there is light duty work to be performed. The light duties assigned to an employee must be approved by the treating physician. Non-service connected disabilities may be assigned to light duty upon request. 25.02 If assigned to light duty for service connected disability, all rehabilitation shall be done while on-duty.

ARTICLE 26 -- MILEAGE ALLOWANCE

- 26.01 In the event a IAFF member is required to use his/her automobiles or other private transportation for Fire Department business he/she shall be compensated at the rate set by State Statute 112.061 (7[d] 1) for use of private vehicles.
- 26.02 It is understood that in the event any member of the bargaining unit is ordered to relocate from one station to another one time during any shift he/she shall not be compensated for such transport. In the event the member of the bargaining unit is required to relocate from one station to another more than one time during a single shift he/she shall be entitled to compensation under this article for said station relocation.
- 26.03 Each Union member assigned to day work in the fire prevention bureau shall receive a motor vehicle provided by the City. The members will be authorized to use the vehicle to and from work, department authorized training and/or schools. The motor vehicle may be recalled by the City as a result of misuse.

ARTICLE 27 -- NO STRIKE PROVISION

- 27.01 No employee or IAFF may participate in a strike against the City of Pembroke Pines by instigating or supporting, in any manner, a strike, in accordance with F.S.S 447.505.
- 27.02 The parties recognize the fact that within Florida's collective bargaining law, F.S.S. 447.507, strike penalties exist against employees and the employee organization.

ARTICLE 28 -- OUTSIDE EMPLOYMENT

- 28 .01 Outside employment is any paid employment performed by an employee in addition to his/her employment by the City. Any member of the bargaining unit who desires to perform outside employment shall first file, in writing, with the Personnel Department and with the Chief of the Fire Department. The employee shall notify the City of the type of employment, the hours of work, the name of the prospective employer, and the location of where said employee is to be employed. Any member of the bargaining unit who begins outside employment before filing notice of the same, as required by this section, with the Human Resource Director and Chief of the Fire Department, shall be subject to disciplinary action, under twenty-eight-point-two (28.2) Forms of Discipline (progressive discipline) in the current Employee Handbook & City Policies.
- 28.02 Outside employment is subject to the following instruction:
- A. Such employment shall not interfere with the efficient performance of the employee's duties.
 - B. Such employment shall not involve a conflict of interest or conflict with the employee's duties.
 - C. Such employment shall not involve working in the capacity as a Firefighter for any other Department, including Fire, Rescue, and/or an Ambulance/Transport company.
 - D. Such employment shall not occur during the employee's regular assigned working hours or while on shift exchange unless the employee is on either leave or scheduled compensatory leave.
 - E. Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from his/her outside duties if and when called for emergency service by the City.
 - F. An employee shall be notified of the violation and given at least seven (7) calendar days opportunity to remedy the violation before imposition of discipline, which may include reprimand, suspension, or termination, for violation of the above restrictions.
- 28.03 No member of the bargaining unit shall work or accept outside employment during the eight (8) hours immediately preceding the commencement of a shift day, except for manual labor, which may not be performed during the twelve (12) hours preceding a shift. Other than the above, there shall be no limit or restriction on the number of hours of outside employment worked by employees.
- 28.04 IAFF members are reminded that outside employment in a health-care or related field, may jeopardize any presumptive clauses for a service incurred disability.

ARTICLE 29 -- PARENTAL LEAVE

- 29.01 Shift employees who are unable to work their regular 24/48 schedule due to the employee's pregnancy, the pregnancy of the employee's spouse or domestic partner (whether or not the employee is required to care for the spouse, domestic partner's or the employee's other children who are usually cared for by the employee's pregnant spouse or domestic partner), or the complications of a pregnancy of the employee, employee's spouse or domestic partner, shall, upon request, be transferred to day work (Four (4) ten (10) hour week days or five (5) eight (8) hour days (City's typical business hours at the time the transfer request is approved) per work week for the duration of the employee's inability to work the regular 24/48 schedule. The Fire Chief shall be able to assign the member to his/her pre-pregnancy schedule. If said employee is requesting this day assignment for the employee's spouse as described above, said approval is subject to the Fire Chief's approval. The pregnant employee shall not be denied a day assignment.
- 29.02 The City and IAFF agree that the decision to apply for a day assignment under this article is the decision of the pregnant member and her physician. The City and the IAFF further agree that due to the hazardous nature of firefighting the member is encouraged by both the City and the IAFF to come off of shift work as soon as possible to avoid injury to both her and her unborn child.
- 29.03 If an employee is unable to work for the FD due to pregnancy of the employee or the need to care for the employee's pregnant spouse or domestic partner or the complications of the pregnancy of the employee, the employee's spouse or domestic partner, the employee shall be entitled to the use of leave as described in the City's current FLMA policy.
- 29.04 Upon the birth of an employee's child or the placement of an adoptive or foster child, the employee shall be entitled to parental leave, which can be taken any time during the first year following birth or placement. At the employee's option, this leave may be paid by use of accrued sick leave or accrued annual leave, or unpaid, as described in the City's current FLMA policy. FMLA leave shall run concurrently with paid leave.

ARTICLE 30-- PERSONAL EQUIPMENT

30.01 Except as provided herein, the IAFF and the City agree that should a Fire Department employee be required by order of Fire Chief or his designee, to utilize or employ or otherwise make available any of his own personal property and/or equipment during the course of employment, and a loss results from such required use, the City shall replace each and every item of personal property and/or equipment forthwith or shall pay the costs of any said item and/or equipment at replacement costs, less any recovery from insurance or other sources, toward the loss, provided that only the following personal property and/or equipment used during the course of employment shall be reimbursed/replaced up to the following maximum allowed cost:

- Watch \$ 35.00
- Knife \$ 30.00
- Leatherman \$ 30.00
- Paramedic Pouch \$ 25.00
- Scissors \$ 20.00
- Hemostat \$ 15.00
- Penlight or Flashlight \$ 30.00
- Prescription Eyewear \$125.00

Reimbursement/replacement shall not be required if the loss results from the employee's own negligence.

ARTICLE 31-- PHYSICAL FITNESS

- 31.01 The City and the IAFF agree that physical fitness is an important aspect of firefighting, as strenuous physical activity may be required when performing normal job functions. With this in mind, both parties encourage members to remain in good physical condition throughout their employment with the City.
- 31.02 The City and the IAFF further agree that members shall complete a minimum of 5 hours of physical fitness per month, documented by the Station Captain, during the course of their shift, or while at the station immediately preceding or following shift. Such participation is mandatory however, not punitive, and shall occur after the employee has performed all normal and necessary work as determined by the Station Captain. All members shall be required to respond to alarms during exercise time.
- 31.03 In an effort to become a completely tobacco free department, the City and the IAFF agree that all IAFF members hired after January 1, 2009 (1/1/09) will be prohibited from using any tobacco products at any time, on or off duty, while employed by the City.

ARTICLE 32-- PROMOTION AND EMPLOYMENT

- 32.01 The City and the IAFF agree that the establishment of the qualifications and standards for initial hiring is being solely reserved as a right of management.
- 32.02 The City and the IAFF agree that all new employees covered by this agreement shall be subject to a probationary period of employment. The probationary period for new hired employees shall be twelve (12) months of employment, with a minimum of nine (9) months spent on shift assignment. In the event the mandatory completion nine (9) months on shift assignment takes the employee past the normal twelve (12) month employment anniversary, the employee will be entitled to the appropriate step raise, paid retroactively to the twelve (12) month anniversary, upon completion of probation. Additionally, the employee will retain the original twelve (12) month employment anniversary date, for purposes of promotional exams, seniority, etc.
- 32.03 During the probationary period for new hired employees such probationary employees may be laid-off, disciplined, or discharged. Probationary Firefighters are subject to all rules of probationary employees as set forth in the Employee Handbook & City Policies of the City of Pembroke Pines and this Agreement. Provisions as to seniority shall not apply to said probationary employees; rather, seniority shall date back to the initial or adjusted date of employment after an employee successfully completes his probationary period. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the final adjusted entrance exam test score. If a tie still remains, the application date and time
- 32.04 Probationary new hired employees shall not be entitled to use leave during their probationary period with the exception of sick time.
- 32.05 An employee's starting date of employment for purposes of calculating probationary status, benefits and seniority shall be adjusted if the employee takes leave without pay. For example, should an employee take five (5) days of leave without pay, the employee's starting date of employment will be adjusted by moving the employee's original date up five (5) days. Should the employee be in his probationary period at the time he takes leave without pay, the employee's probationary period shall be extended in proportion to the days he was on such leave.
- 32.06 The probationary period following promotion shall be nine (9) months of employment. Should a member's probation be extended for any reason and then be successfully completed, his/her eligibility for future promotions shall be based on their original promotion/probation completion date as defined above. The Fire Chief shall have the authority to extend said probationary period on an individual basis for an additional three (3) months when performance is not satisfactory or as needed for injury.

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

Notification of the extension of probation shall be in writing made no less than fourteen (14) days prior to the date that the employee's probationary period would otherwise expire. The Fire Chief shall take appropriate action to insure that an employee whose probationary period is being extended receives remedial counseling and instruction regarding areas of performance which need improvement.

- 32.07 The City and the IAFF further agree that any member that has been promoted shall receive approximately a five percent (5%) pay increase and shall move to the next appropriate step in his/her new pay grade. If said raise is not at least four percent (4%), they shall move into the next appropriate pay step provided it would not place the member in a step above the "top out" step for said pay grade.
- 32.08 The City also agrees to maintain a promotional eligibility list for all bargaining unit positions within the Pembroke Pines Fire Department. Maintaining a list shall mean that ninety (90) days prior to the testing months listed below, or within ten (10) days after a list becomes invalid (dropping below 3 eligible candidates), a new test shall be posted. The resulting new list shall take effect January 1st of the following year and shall have a duration of two (2) years. In the event the preceding list has become invalid, the following procedure shall be followed:
- A. If the list became invalid and a new test has been administered and completed within six (6) months of the next scheduled test as listed below, the new list shall take effect immediately and remain in effect as if test was completed on the regular testing cycle.
 - B. If the list became invalid and new test has been administered and completed prior to six (6) months of the next scheduled test as listed below, the new list shall be in effect until the next scheduled exam as listed in 32.19.
- 32.09 Early Testing - The City will have the option to post an early test, in order to maintain an adequate upgrade list. Employees who would have been eligible to sit for the test when the list was expected to become invalid would still be eligible for the early test. (Example: retirements are expected to occur on April 1st. Promotions on that date would create an invalid list and the City would have to give a test in one hundred (100) days (July 10th - ten (10) days to post test and ninety (90) days to administer). Those employees who would have been eligible to sit for the test by July 10th would be allowed to sit for the early test.)

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

32.10 The City will have the option to open the testing up when there is not a sufficient number of candidates who sign up for a given test. Minimum numbers are as follows:

- Battalion Chief: 9 candidates
- Captain: 12 candidates
- Lieutenant: 12 candidates
- Driver Engineer: 12 candidates

In this case, these candidates who meet the reduced eligibility requirements would be placed on a "B" list and would not be promoted until the "A" list becomes invalid.

32.11 All promotional examinations shall be announced by posting continuously in each fire station for not less than a period of one hundred and twenty (120) days, prior to said examination date.

32.12 Sources of information for all promotional examinations shall be publicized upon posting of said examinations. The testing company shall be from out of state for written exams and all testing materials will be viewed by only the candidates taking said exams on the day of the exam. If any testing materials are viewed by any member of the Fire Department prior to the administration of the exam, the said exam shall be cancelled and rescheduled using new testing materials. All reference books and materials that will be used on a test shall be mutually agreed upon by the Labor/Management Committee prior to materials being released to the testing company. All reference book sources must be available for purchase and one set of sources available for reference, all departmental sources will be provided to the members at no charge. If sources are found unavailable to persons taking the examination one week after posting of same, the appropriate questions from the unavailable sources will be stricken from the test. The City will provide a review of all exams.

32.13 The ranking of all successful candidates of promotional examinations shall be by name and shall be posted and certified within ten (10) business days subsequent to said examination date. No failing scores shall be posted.

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

32.14 The City and IAFF agree that a point based system will be utilized for all promotional exams. Any member who takes and successfully passes a promotional exam shall be awarded points that will be used to enhance a candidate's score on all future exams for the rank that points were awarded for. (example – member takes a Captain's exam, every time a test is taken for this rank and is successfully passed, the member will receive point(s) for use towards the next exam). Members shall be awarded points as follows:

- First (1st) test Two (2) points
- Second (2nd) Test Two (2) points
- Third (3rd) Test Two (2) points
- Fourth (4th) Test One (1) point
- Fifth (5th) Test One (1) point

A member may earn a maximum of eight points for use towards a promotional rank. Once a member has been promoted, all points will be removed from that member and he/she will start earning points for the next promotional rank. No member can earn over two points per promotional rank tested for each year, unless they will be on two lists for the same rank, which have different expiration dates.

32.15 If there are less than three (3) successful candidates, another promotional examination shall be held within sixty (60) days of the posting of the certified list, whereupon the foregoing provision and section 32.08 (A) (B) shall be strictly complied with as follows:

- A. If the test falls under Article 32.08 (A), and there are candidate(s) still on the previous list, the said member(s) shall be required to take the new examination and their positions will be maintained on the top of the new list and will remain there until December 31st of the current year. On January 1st of the next year, the candidates who were moved to the top from the previous list will fall in place on the new list based on their ranking from the new test.
- B. If the test falls under Article 32.08 (B), and there are candidate(s) still on the previous list, the said member(s) shall not be required to take the new examination and their positions will be maintained on the top of the new list and the members who have taken the new exam will fall under the previous members scores based on their ranking. All members on the new established list shall remain there until the next scheduled exam. All members who have taken the test that falls under 32.08 (B) shall be required to take the next scheduled examination and all scores will be ranked as posted and shall take effect as outlined in Article 32.08

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

In the event there are less than three (3) successful candidates to provide a suitable list for promotion, the City may, if a budgetary opening exists and it is considered to the advantage of the City, promote any candidate who has passed the promotional examination in accordance with the preceding section of this Article.

32.16 If the City determines that there are insufficient applicants for the first examination the City may advertise and hold an open and competitive examination. Further, the City may, after two (2) examinations have failed to provide a suitable list of candidates, advertise and hold an open and competitive examination within the ranks of all regular Pembroke Pines Fire Department personnel. A suitable list will mean three (3) successful candidates.

32.17 All promotions and temporary upgrades shall be made from the promotional list in effect. The IAFF agrees to allow the City to begin to utilize members as upgrades upon posting of final exam results.

In the event that there is more than one posted list for a given position (for example, an existing list has not expired, and the subsequent test has already been given), members on the original list shall be utilized as upgrades prior to the utilization of members on the subsequent list whenever practicable.

32.18 The City Manager shall have the power to make provisional appointments, from among those employees who have already passed the promotional examination process for said position, when there is a vacancy in a budgeted position and the promotional eligibility list for said position has been depleted. Provisional appointments for any position shall not exceed ninety (90) days while a new exam is posted and administered as provided for in this article.

32.19 The promotional exams for each tested rank shall be administered as follows:

- | | |
|------------------------|------------------------------|
| • Inspector Lieutenant | certifications only |
| • Lieutenant | June (even year) |
| • Driver Engineer | month of October (even year) |
| • Prevention Captain | as needed |
| • Captain | month of October (odd year) |
| • Battalion Chief | month of October (odd year) |

Testing eligibility with regard to minimum time requirement and/or probation requirement will be considered to be satisfied if completed in the same month that a test is given. (Example: if a member is taking the Lieutenant's exam scheduled to be given in June and their employment anniversary or probation expiration is also in June the member will be considered eligible, regardless of the date of the test). This will apply to regularly scheduled tests only.

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

32.20 The following educational criteria must be met by candidates, prior to taking the respective promotional exams unless otherwise indicated in the testing criteria for each rank. See reference guide for course numbers for Florida State Fire College, Broward College, St. Petersburg College, Palm Beach College, and Miami Dade College. Course work completed outside of these Colleges should be approved by the Training Division to ensure compatibility with the required courses.

Rescue Lieutenant 32.20 A
Fire Dept. Supervision/Fire Officer
Course Delivery/Techniques of Instruction
Report Writing (English Comp 1101)* Tactics I
O.D.P. I Class – Officer Development Program (in house)

Driver Engineer 32.20 B
Hydraulics
Apparatus & Procedures
ODP Introduction Class – Officer Development Program (in house)

Fire Prevention Captain 32.20 C
O.D.P. II Class – Officer Development Program (in house)
Fire Dept. Supervision or equivalent
Technical Report Writing *
IS 200 & IS 800 *
Dept. Approved Computer Class*
Public Information Officer (FFP2706)
Fire Investigator I
Fire Inspector II

Captain 32.20 D
Fire Dept. Supervision/or equivalent
Course Delivery
Tactics I ,Tactics II
Building Construction *
Prevention Practices *
Fire Protection and Detection Systems *
Report Writing (English Comp 1101)*
NFA (or Dept. Approved) Safety Officer IS 800 *
O.D.P. II Class – Officer Development Program (in house)
Battalion Chief 32.20E
Fire Department Administration*
Legal & Ethical Issues *
IS 300 & IS 400
O.D.P. III Class – Officer Development Program (in house)

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

32.20F This is a reference page only and not all inclusive, to ensure that a course is in compliance with the requirements you should consult the Training Division.

Class in Contract	FSFC #	BC #	SPC #	PBC #	MDC #
Fire Department Supervision/Fire Officer	FFP2720	FFP2710	FFP2720	FFP2720	FFP 1710
Course Delivery/Techniques of Instruction	FFP1740	FFP2740	FFP1740	FFP2740	FFP 2740
Report Writing/English Comp		ENC1101	ENC1101	ENC1101	ENC1101
Tactics 1	FFP1810	FFP1810	FFP1810	FFP2810	FFP 2810
Hydraulics	FFP1301			FFP1301	FFP 2301
Apparatus and Procedures	FFP1302			FFP1302	FFP 2305
Technical Report Writing		ENC2210	ENC2210	ENC1210	
Computer Class	CGS	CGS	CGS	CGS	CGS
Public Information Officer			FFP2706	FFP2706	FFP
Fire Investigator 1				FFP5618	FFP
Fire Inspector 2				FFP	FFP
Tactics 2	FFP2811	FFP2811	FFP2811	FFP2811	FFP
Building Construction	FFP2120	FFP2120		FFP2120	FFP 2120
Prevention Practices	FFP1505	FFP1505	FFP1505	FFP1505	FFP 1505
Fire Protection and Detection Sys	FFP1540	FFP1540	FFP1540	FFP1540	FFP
NFA Safety Officer					
Fire Department Administration	FFP2780		FFP2780	FFP2780	FFP
Legal and Ethical Issues	FFP2770		FFP2770	FFP2770	FFP

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

32.21 In order for a candidate to be eligible for a promotional examination, the following criteria shall be met and shall be presented to the Training Division no less than one (1) week prior to the date of the examination:

A. Inspector Lieutenant

Must be a firefighter off probation. Selection of the position of Inspector will be determined by the most qualified candidate, i.e. the candidate holding both a state and Broward County Fire Inspector certification. If more than one applicant applies for said position and if qualifications are the same, an internal oral board will be used for determination. In the event the member has none of the aforementioned qualifications, the following shall be required:

1. The appointed member shall acquire and maintain both state and Broward County Fire Inspector certifications within one (1) year of being selected.
2. The appointed member shall acquire and maintain a Fire Investigator I certification within two (2) years of being selected.

B. Driver Engineer

Served three (3) years (from date of employment) in the Pembroke Pines Fire Department as of the day of the examination.

The member must have completed the Driver Engineer educational requirements in 32.20B as of the day of the examination.

The member must have successfully completed all DO's and documentation of such must be submitted to the Training Division at least one week prior to the written exam.

All members hired after October 1, 2008 (10/1/08) shall be required to be a signed off Firefighter/Paramedic (having successfully passed the Fire Department Protocol Exam) as of the day of the examination.

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

C. Lieutenant

Served three (3) years in the Pembroke Pines Fire Department with at least one (1) year as a signed off Firefighter/Paramedic (having successfully passed the Fire Department Protocol Exam), and must hold and maintain ACLS Instructor certification, as of the day of the examination.

*Effective October 1, 2015, Lieutenant requirement would be:

Served three (3) years in the Pembroke Pines Fire Department, must hold and maintain ACLS Instructor certification, as of the day of the examination, and must be a Driver/Engineer off of probation, as of the day of the examination. (Members who are eligible for and pass the 2014 Lieutenant's examination will be eligible for future Lieutenant's examinations.)

The member must have completed the Lieutenant educational requirements outlined in 32.20A.

D. Fire Prevention Captain

Served three (3) years in the rank of Inspector in the Pembroke Pines Fire Department, as the date of the examination. Must also hold and maintain Broward County Plans Examiner Certification as of the day of the examination.

The Inspector must have completed the Prevention Captain educational requirements in 32.20C as of the day of the examination or within two (2) years from the date of promotion, should there not be an Inspector who qualifies.

E. Captain

Served (5) years (from date of employment) as of the day of the examination in the Pembroke Pines Fire Department, must hold and maintain a state paramedic license, and meets one of the criteria below as of the day of the examination:

1. Is currently a Driver Engineer who meets one of the following criteria:

If the test falls under Article 32.08 (A), and there are candidate(s) still on the previous list, the said member(s) shall be required to take the new examination and their positions will be maintained on the top of

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

the new list and will remain there until December 31st of the current year. On January 1st of the next year, the candidates who were moved to the top from the previous list will fall in place on the new list based on their ranking from the new test.

If the test falls under Article 32.08 (B), and there are candidate(s) still on the previous list, the said member(s) shall not be required to take the new examination and their positions will be maintained on the top of the new list and the members who have taken the new exam will fall under the previous members scores based on their ranking. All members on the new established list shall remain there until the next scheduled exam. All members who have taken the test that falls under 32.08 (B) shall be required to take the next scheduled examination and all scores will be ranked as posted and shall take effect as outlined in Article 32.08

Driver Engineers promoted prior to January 1, 2000 shall be required to obtain State Paramedics license and successfully pass the fire department rescue protocol test within three (3) years following promotion to Captain (If member fails to meet this requirement in this timeframe, he/she shall be returned to:

- a. previous rank held).
- b. Driver Engineers promoted after January 1, 2000 (1/1/2000), but before October 1, 2007 (10/1/07) shall be required to hold a State Paramedics license and have successfully passed the fire department rescue protocol test.
- c. Driver Engineers promoted after October 1, 2007 (10/1/07) who have completed two (2) years in that rank. The member must have either have been a promoted Rescue Lieutenant or be on a current Rescue Lieutenant promotional list.
- d. Lieutenants who have completed two (2) years in that rank. The member must have either been a promoted Driver Engineer, or be on a current Driver Engineer promotional list

*Note: Candidates meeting requirements 1c or 1d above will be allowed to use combined time in either position to meet the two (2) year requirement.

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

Effective October 1, 2015, Captain requirement would be:

Served five (5) years (from date of employment) as of the day of the exam in the Pembroke Pines Fire Department and meets one the criteria below:

2. Driver/Engineers who have completed two (2) years in that rank as of Oct. 1, 2015.
 - a. The member must be on a current Lieutenant's promotional list as of Oct. 1, 2015.
 - b. This member will be eligible for future Captain's examinations provided they are on the most current Lieutenant's promotional list as of the day of the Captain's examination they wish to take.
3. Driver/Engineers who have completed two (2) years in that rank as of Oct. 1, 2015.
 - a. The member must have been a promoted Lieutenant.
 - b. This member will be eligible for future Captain's examinations.
4. Driver/Engineers who have completed two (2) years of combined time as a Lieutenant and a Driver/Engineer as of Oct. 1, 2015.
 - a. This member will be eligible for future Captain's examinations.
5. Lieutenants who have completed two (2) years in that rank as of Oct. 1, 2015.
 - a. The member must be on the current Driver's promotional list as of Oct. 1, 2015.
 - b. This member will be eligible for future Captain's examinations.
6. Lieutenants who have completed two (2) years in that rank as of Oct. 1, 2015.

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

- a. The member must have been a promoted Driver/Engineer.
- b. This member will be eligible for future Captain's examinations.

Effective Oct. 1, 2017, the Captain's eligibility will include the above qualifications or:

7. Lieutenant off of probation as of the day of the Captain's examination. The one exception will be a member who is a promoted Lieutenant without having been on a Driver/Engineer's promotional list or a promoted Driver/Engineer. This member must be on a current Driver/Engineer's promotional list as of the day of the Captain's examination they wish to take.

*Note: The intent of this article is to provide a linear rank structure that begins with a Firefighter advancing to a Driver/Engineer, Lieutenant, Captain, and finally to a Battalion Chief. While affording an opportunity for members who have started the promotional process under our current rank structure to continue under that structure.

The member must have completed the Captain's educational requirements outlined in 32.20D, as of the day of the examination.

F. **Battalion Chief**

Served eight (8) years (from date of employment) in the Pembroke Pines Fire Department and be a promoted Captain (Station Captain) for a minimum of three (3) years as of the date of the examination.

The member must have completed all of the educational requirements outlined in 32.20E as of the day of the examination.

All members testing for Battalion Chief during the duration of this contract must obtain an Associates of Science degree in Fire Science Technology from an accredited by the end of this agreement. (If during this agreement, a member successfully completes a Battalion Chief exam, is subsequently promoted, and fails to meet this requirement in this timeframe, he/she shall be returned to previous rank held). Beginning with the regularly scheduled exam in 2015, candidates will be required to hold an AS Degree in Fire Science as of the date of the exam.

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

Any proposed changes in current eligibility criteria and eligibility criteria for positions not enumerated above shall be negotiated between the City and the IAFF during the term of this agreement.

TESTING PROCEDURES

32.22 Inspector - No Test required.

32.23 The promotional appointment to the position of Lieutenant shall be made on the basis of:

A. A written aptitude test score; and

B. An assessment examination which shall include three (3) out of five (5) of the following equally weighted items:

1. Quality assurance exercise
2. Patient care scenario
3. Employee Counseling
4. Protocol Pharmacology
5. Oral Presentation

A passing mark on the written aptitude test shall be a prerequisite to qualifying for the assessment examination. A minimum passing mark on the written aptitude test shall be seventy percent (70%) and shall account for one half ($\frac{1}{2}$) of the overall promotional score. The minimum passing mark on the assessment examination shall be seventy percent (70%) and shall account for one half ($\frac{1}{2}$) of the overall promotional score. Appropriate management personnel for assessment examination conducted for the position of Lieutenant shall be superior officers from other professional fire departments. Those sitting on the board shall not have access to personnel files. The same assessment board will interview and score all candidates. If more than one employee is promoted on the same day or has the same adjusted date of promotion, seniority shall be determined by the final adjusted test score and if a tie still remains, then seniority will make the final determination.

32.24 The promotional appointment to the position of Driver Engineer shall be made on the basis of:

A. A written aptitude test score.

B. An assessment examination, which shall include at least three (3) of the following:

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

- Road Course/Cone Exercise
- Area Familiarization/Target Hazard Identification
- Boosting Pressure Exercise
- Multiple Line Exercise
- Drafting Exercise
- Fire Department Connection (FDC) Exercise
- Apparatus and Equipment Check out procedures
- Aerial/Platform Apparatus operation

A passing mark on the written aptitude test shall be a prerequisite to qualify for the assessment examination. A minimum passing mark on the written aptitude test shall be seventy percent (70%) and shall account for one half (½) of the overall promotional score. The minimum passing mark on the assessment examination shall be seventy percent (70%) and shall account for one half (½) of the overall promotional score. The assessment examination shall be conducted by the Training Division, utilizing certified Instructors who are not employed by the City. All candidates shall be evaluated by the same officers for the same test components. If more than one employee is promoted on the same day or has the same adjusted date of promotion, seniority shall be determined by the final adjusted test score and if a tie still remains, then seniority will make the final determination.

32.25 The promotional appointment to the position of Prevention Captain shall be made on the basis of:

A. An assessment examination which shall include an in basket/out basket exercise and three (3) of the following:

- An oral examination board/resume.
- An oral presentation/demonstration.
- Employee Conflict Resolution.
- Employee Counseling.
- A fire inspection scenario.

Scores from the assessment exam will determine the order of the final list.

32.26 The promotional appointment to the position of Captain shall be made on the basis of:

A. A written aptitude test score; and

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

B. An assessment examination which shall include an in basket/out basket exercise and three (3) of the following:

- An oral board/resume
- An oral presentation/demonstration
- Employee Conflict Resolution
- Employee Counseling
- Tactical Scenarios

A passing mark on the written aptitude test shall be a prerequisite to qualifying for the assessment examination. A minimum passing mark on the written aptitude test shall be seventy percent (70%) and shall account for sixty five percent (65 %) of the overall promotional score. The minimum passing mark on the assessment examination shall be seventy percent (70%) and shall account for thirty five percent (35%) of the overall promotional score.

Appropriate management personnel for assessment examination conducted for the position of Captain shall be at least three (3) superior officers from other professional fire departments located outside of Broward County.

If any of the examiners are from fire Departments located within Broward County, the IAFF shall be notified prior to examination. Those sitting on the board shall not have access to personnel files. The same assessment board will interview and score all candidates. If more than one employee is promoted on the same day or has the same adjusted date of promotion, seniority shall be determined by the final adjusted test score and if a tie still remains, then seniority will make the final determination.

32.27 The promotional appointment to the position of Battalion Chief shall be made on the basis of:

A. A written aptitude test score; and

B. An assessment examination which shall include an in basket/out basket exercise and three (3) of the following:

- An oral board/resume
- An oral presentation/demonstration
- Employee Conflict Resolution
- Employee Counseling
- Tactical Scenarios

A passing mark on the written aptitude test shall be a prerequisite to qualifying for the assessment examination. A minimum passing mark on the written aptitude test shall be seventy percent (70%) and shall account for sixty five

ARTICLE 32-- PROMOTION AND EMPLOYMENT CONTINUED

percent (65 %) of the overall promotional score. The minimum passing mark on the assessment examination shall be seventy percent (70%) and shall account for thirty five percent (35%) of the overall promotional score. Appropriate management personnel for oral examination conducted for the position of Battalion Chief shall be at least three (3) superior officers from other professional fire departments located outside of Broward County.

If any of the examiners are from fire Departments located within Broward County, the IAFF shall be notified prior to examination. Those sitting on the assessment board shall not have access to personnel files. The same assessment board will interview and score all candidates. If more than one employee is promoted on the same day or has the same adjusted date of promotion, seniority shall be determined by the final adjusted test score and if a tie still remains, then seniority will make the final determination.

- 33.01 All combat firefighting personnel shall be provided with protective clothing and equipment as follows:
- A. Helmet, gloves, bunker coat and pants, boots, protective hoods, air masks, and portable spanner wrench.
 - B. Each Fire Department apparatus shall be equipped with sufficient quantities for availability if needed for each member on duty:
 - 1. Self Contained Breathing Apparatus and will seek to incorporate GPS technology.
 - 2. Personal Distress Device.
 - 3. Hand Light
 - C. The following equipment will be available for combat firefighting personnel to use, when necessary:
 - 1. Repelling Gear.
 - 2. Thermal Imaging Device
 - 3. Radiation Detector
 - 4. Gas Detector
 - D. All protective clothing and equipment shall meet applicable N.F.P.A., Federal, or State standards. _Additionally, a spare set of bunker gear will be held in storage for IAFF members to use when necessary.
- 33.02 The City shall replace protective clothing, equipment, and uniform components issued by the City, when the above items become worn or damaged. If member loses or misplaces his gear or clothing, he shall replace same at his cost.

ARTICLE 34-- REDUCTION IN WORK FORCE

- 34.01 In the event of a layoff or elimination of a rank within the Fire Department, the employee with the least seniority in that rank (as defined in Section 38.01A) shall be reduced to the next lowest rank, and staffing levels in that rank shall be similarly reduced. Such reductions shall continue until the lowest rank has been reached where the employee with the least seniority shall be laid off.
- 34.02 Employees will be recalled from a layoff in the inverse order of their layoff, by rank seniority, provided the employee is still qualified to perform his work. Provided further that recall rights shall continue for a period of one (1) year from the date of an employee's layoff. The City shall notify the employee of all job openings in the employee's former category during the one (1) year period. Such notification will be mailed to the employee's last known address via certified mail and return receipt requested. The laid-off employee must accept the recall option within seven (7) calendar days of receipt, or the employee will be considered to have forfeited any recall right.
- 34.03 An employee on layoff shall retain seniority for one (1) year following his/her layoff, but shall not accrue seniority while on layoff. Group insurance benefits shall be continued in accordance with the Consolidated Omnibus Budget Reconciliation Act, as amended.
- 34.04 In the event that a member of the bargaining unit has been recalled pursuant to the terms of this Article, such employee shall be required to meet the physical and medical standards required of all new employees by the Department. Failure to meet such standards will terminate such employee's rights to be recalled and to re-employment with the City.
- 34.05 It is agreed by the parties that no new employee will be hired by the City into positions within the Fire Department which were held by members of the bargaining unit who had been laid-off in accordance with this article until all members of the bargaining unit who were laid-off in accordance with this article have been given the opportunity to return to work.

ARTICLE 35-- RULES AND REGULATIONS

- 35.01 The IAFF agrees that Fire Department employees shall comply with all Fire Department Rules and Regulations, including those relating to conduct and work performance.
- 35.02 New rules and regulations or changes to said rules shall be discussed with the IAFF prior to being placed in effect by the Fire Chief. The Chief will give thirty (30) working days notice when practical.
- 35.03 In the event that the City Administration takes any action which will affect the terms and conditions of employment of any member of the bargaining unit, the IAFF reserves the right to request bargaining or to impact bargain the change.
- 35.04 Members who are covered under this agreement shall also be governed by the City's Employee Handbook & City Policies. If any conflicts occur between this Labor Agreement and the Fire Department Rules and Regulations or City Employee Handbook & City Policies, the Labor Agreement shall take precedence.

ARTICLE 36-- SAFETY AND HEALTH COMMITTEE

- 36.01 The City and the IAFF agree to cooperate to the fullest extent in the promotion of the safety and health of all Fire Department members.
- 36.02 A four member Fire Department safety and health committee shall be established and shall conduct a meeting upon call to same, by the chairperson to discuss any safety and health conditions in the Fire Department. Said committee shall be composed of two (2) representatives selected by the IAFF and two (2) representatives selected by the City, who shall elect a chairperson. The committee shall meet no less than quarterly.
- 36.03 All meetings and recommendations by the committee shall be recorded by mechanical or other means and their findings reported to the Fire Chief and IAFF in written form.
- 36.04 The Safety and Health Committee established by this Agreement may, upon the request of any F.D. employee or City administrator, recommend and evaluate changes in specifications for protective clothing, equipment, tools, appliances, and apparatus before and after implementation by the Department and may issue such recommendations to the Fire Chief and the City Manager concerning such changes. The Committee shall be notified thirty (30) days in advance of the proposed changes in any protective clothing, equipment, tools, appliances, and apparatus.
- 36.05 The Fire Chief, when in concurrence with a Safety and Health Committee recommendation(s), shall implement the recommendation(s) within reasonable time period. If the recommendation(s) of the Safety and Health Committee are rejected, the Fire Chief shall provide a detailed written notice as to the reason(s) for the rejection to the committee.

ARTICLE 37-- SAFETY DAY

37.01 Fire Department employees shall be entitled to a Safety Day pursuant to Ordinance 515, as adopted on August 6, 1979. A Safety Day must be used in the fiscal year earned and shall not be accrued. An unused safety day will be forfeited unless a request to use it has been turned down by a supervisor three (3) times, however, request to use a safety day which falls on a designated City Holiday and which is declined, shall not be counted as one of the three (3) times.

ARTICLE 38-- SENIORITY

38.01 For the purpose of this Agreement, employees shall have three types of seniority:

A. RANK SENIORITY

Defined as the length of uninterrupted service in a specific rank within the Fire Department.

B. RANK - CATEGORY SENIORITY

Defined as the length of uninterrupted service in a specific category within a rank in the Fire Department for example: Firefighter/EMT and Firefighter/Paramedic are the same rank, but a different category.

C. DEPARTMENT SENIORITY

Defined as the length of uninterrupted service with the City's Fire Department measured from the employee's initial or adjusted date of employment. This type of seniority shall control when employees have the same rank-category seniority as defined in 38.01B.

As provided throughout this contract seniority shall be used in the following areas:

- Vacation Selections
- Personnel Layoffs
- Recall
- Station Bids

ARTICLE 38-- SENIORITY CONTINUED

38.02 Continuous service for non-probationary employees shall be considered as having been interrupted when the employee:

- A. Resigns and does not return to this former position within one (1) year;
- B. Is discharged;
- C. Takes unauthorized leave of absence leave; or
- D. Is absent due to a layoff for more than one (1) year.

In authorized unpaid leave situations of more than thirty (30) days the employee's seniority and probationary dates are adjusted by the amount of leave taken since seniority does not accrue during such leave. At the discretion of the Fire Chief, an employee who voluntarily resigns while in good standing has the right within two (2) year(s) from the date of his resignation to return to his former position without losing his accrued seniority provided that a vacancy exists or is created in a position that he previously held. Employees who resign while under pending disciplinary action shall not be considered as in good standing. Said employee shall be required to meet the physical and medical standards required of all new employees by the Department. However, the employee's anniversary, seniority and probationary dates will be adjusted by the amount of time not employed by the City since seniority does not accrue during that period.

Continuous service for probationary employees shall be considered as having been interrupted when the employee:

- A. Resigns,
- B. Is discharged,
- C. Takes unauthorized leave of absence leave,
- D. Is absent due to layoff; or
- E. Is absent in excess of five (5) consecutive 24-hour shifts or ten (10) consecutive working days for 40-hour employees.

ARTICLE 39-- SHIFT EXCHANGE

- 39.01 IAFF members shall have the right to shift exchanges, without limit on frequency or duration, when the shift exchange does not interfere with the operation of, or increase the cost to the Fire Department. No shift exchange shall be for monetary gain, and if found to be so, it shall constitute an offense as set forth in twenty eight point two (28.2) Forms of Discipline (progressive discipline) in the current Employee Handbook & City Policies.
- 39.02 The Chief or his designee shall have the right to deny a shift exchange at his discretion, provided that the denial of shift exchanges shall not be for disciplinary purposes and shift exchanges shall not be denied arbitrarily and capriciously. Notice of such denial must be given to the employee by five (5) p.m. of the weekday (Monday thru Thursday) after the day notice was received by the Fire Chief in order to deny a shift exchange. Upon request, the Chief, or his designee, will inform an employee of the reasons for denial of the shift exchange within twenty four (24) hours of the request.
- 39.03 Any employee seeking to exchange his shift shall be required to secure a fellow member who is qualified to service in his classification and capacity.
- 39.04 Responsibility for shift exchanges lies with the party accepting the exchange and the City is not liable for any expenses incurred because of the shift exchange.
- 39.05 All shift exchanges must be paid back within twelve (12) months of the date of shift exchange taken.
- 39.06 Twenty four (24) hour shift exchanges shall be permitted under the following situations:
- A. A member agrees to switch a shift for a shift back to back, example (an employee is on A-shift and wants to switch with an employee on B-shift. The A-shift employee works the B-shift employee's shift and the B-shift employee works the A-shift employee's shift)
 - B. A member can work up to a 24 hour shift exchange. The member working must have a minimum of twenty four (24) hours off when doing so. The maximum amount of hours worked consecutively is forty eight (48). Members must still have a minimum of 12 hours off when working thirty six (36) hours consecutively.
- 39.07 Any proposed changes in departmental policy with reference to this article must be mutually agreed upon by the Fire Department and the IAFF
- 39.08 Shift exchanges shall be in accordance with department policy.

ARTICLE 40-- SICK LEAVE

- 40.01 The members who work a 24 hour schedule shall accrue sick leave at the rate of nine point six (9.6) hours of sick time for each month of employment with the City. Forty (40) hour employees accrue sick leave at a rate as authorized in the Employee Handbook & City Policies.
- 40.02 Time will be deducted and payment of accrued sick time as follows:
- A. Any unused sick hours accumulated prior to May 1, 2010 will be maintained in a bank (Bucket One) and can be utilized during an employee's employment with the City or paid out at time of termination of employment..
 - B. Members may only accumulate up to 120 hours of sick leave in a fiscal year (Bucket Two for those hired prior to May 1, 2010). Any amount above the 120 hours will be paid to the member at their current rate of pay at the end of each fiscal year.
 - C. A member utilizing sick leave will have the hours deducted from Bank Two (until depletion), prior to utilizing Bank One.
- 40.03 A day will be defined, as it pertains to sick time, as 0800 hours to 2000 hours or 2000 hours to 0800 hours. A member who calls in sick will be required to call in by 0730 hours on his/her shift day. If a member feels that he/she can return to work he/she will have the option to return to work at 2000 hours. If a member is returning to work he/she will have to notify the Battalion Chief or his designee by 1700 hours. Sick time will be charged in nine point six (9.6) hour blocks.
- 40.04 An IAFF member shall receive one hundred percent (100%) payment for all accrued sick time that he has on the books at his rate of pay at the time of separation unless he or she resigns without giving two (2) week's notice or is discharged for just cause, in which case he or she receives 0%.
- 40.05 The City or the employee shall have the right to arrange a voluntary shift exchange in lieu of the sick employee taking sick leave. The consent of the City and the employee is required for such an arrangement and the denial of consent is not grievable by the employee or punishable by the City.
- 40.06 Bargaining Unit members shall not be subjected to residential confinement but may be subject to visitation by City officials.

ARTICLE 41– STATION BIDS

- 41.01 The City and IAFF agree that the Fire Department shall maintain the current station bid system based on rank-category seniority as defined in Article 38 of the current collective bargaining agreement.
- 41.02 Both Parties agree that in order to effectively manage the Fire Department, the Fire Chief or his designee shall have the final approval on all station bid selections and shall have the authority to change or modify any member's bid selection.
- 41.03 Station assignments shall be a Rank Seniority bidding system.
- 41.04 This system shall pertain to employees on 24 hours shift, excluding those employees with less than (2) years employment, as of the effective day (Jan. 1st) of the new bid. The basis for the bid system is to provide an equitable system of filling bid vacancies as allowed by the Fire Chief or his designee.
- 41.05 Bid assignments shall be made on the basis of Rank Seniority for all ranks covered through and including Battalion Chief in order to fill the assigned positions in a Fire Station.
- 41.06 All open positions will be posted, and only open positions may be bid. There will only be the amount of slots equal to the number of "seats "at each station.
- 41.07 Any opening created by a promotion or vacancy will be posted as an opening for the next scheduled bid.
- 41.08. The bid process shall take place annually, during the month of November. Additionally, should a slot become available as a result of a member successfully receiving a bid, that member's slot shall be immediately available and backfilled (during the day of the bid processing only) based on seniority. Therefore, members are encouraged to make their bid selections completely and thoroughly (i.e. first, second, third choices, etc).
- 41.09 There will be two (2) float crews per shift (F33 and F99) each consisting of one Captain, DE, RLT, and three FF/PM's.
- 41.10 All remaining personnel without a bid will be used to fill temporary openings (Vacations etc.) and for stations which have more slots than the float crew can cover.
- 41.11 When a member is promoted, the department shall attempt to keep said member on his/her bid shift for the ranks of Driver Engineer and Lieutenant. Captains and Battalion Chiefs may be assigned to different shifts at the discretion of the Fire Chief or his designee.

ARTICLE 41– STATION BIDS CONTINUED

41.12 Should there be a need for a shift transfer due to shift balancing for promotions or cross shift bidding, it will be filled by the senior person of that rank who submitted a letter requesting to be considered. (This would result in the forfeiting of their current bid should they be transferred) If there are no volunteers, it will be the least senior person of that rank, off probation.

Should there be a need for a shift transfer due to shift balancing for upgrade purposes after a promotional exam it will be filled by the senior person of that rank who submitted a letter requesting to be considered. (This would result in the forfeiting of their current bid should they be transferred) If there are no volunteers, it will be the least senior person of that rank on the promotional list.

41.14 General staffing guidelines for non-probationary firefighters:

- A. Station Relocations (Floating) will be by seniority providing there is no special detail or duties planned and scheduled for those floating individuals.
- B. Station Relocations (Floating) on training days will rotate through rank seniority based on member training requirements to aid in assuring equal time to train with the station assigned Fire and Rescue Companies.
- C. Upgrades will float with consideration for seniority and upgrade opportunities. These opportunities should be as consistent with the station awarded by the bid.
- D. When practical, upgrades and station relocations should be done in the same Battalion.
- E. Station assignment may be changed by the Fire Chief or his Designee contrary to bid award during the term of any bid period.

ARTICLE 42-- STATION DUTIES

- 42.01 The IAFF agrees that a member may be assigned to perform routine maintenance and station duties to the Fire Station, as the City recognizes that any member performing such functions shall be within the scope of his/her employment.
- 42.02 No member, however, shall be required to perform any type of major station maintenance. Major maintenance shall mean, but not limited to, painting exterior of buildings, roofing, except in emergency situations where the safety of personnel or equipment may be endangered.

ARTICLE 43-- UNIFORM ALLOWANCE

- 43.01 It is agreed by and between the City and the IAFF that the Fire Department Rules and Regulations determine the standard uniform dress and policy.
- 43.02 The City shall provide to all IAFF members, a uniform cleaning service company and the following department issued uniforms:
- A. Seven (7) dress shirts
 - B. Seven (7) pants
 - C. Fifteen (15) Department tee-shirts (12 short sleeves, 3 long sleeves)
 - D. One (1) pair of either shoes or boots
 - E. One (1) belt/class A
 - F. One (1) jumpsuit
 - G. One (1) sweatshirt
 - H. One (1) Class A, Long Sleeve dress shirt
 - I. One (1) Class A, Black Tie, with appropriate badge colored tie clip
 - J. One (1) Ball Cap

Note: The type of which is to be determined by mutual agreement between Labor and Management. Replacement will be made when necessary due to wear.

- 43.03 The City shall purchase one (1) set of American-made all cotton (or of a quality that is mutually agreed upon by the City and the IAFF) linens and bedspreads for beds, and six (6) American-made all cotton towels for each member. Old towels, linens and bedspreads shall be turned in to the Department and shall be replaced on an as needed basis. The Fire Department shall provide a washer, dryer, detergent and disinfectant in each station for cleaning and maintenance of said linens, bedspreads and towels. The City also agrees to provide hand soap (bar or liquid type) for the members. Distribution of the soap will be up to the Fire Department.

ARTICLE 44-- VACATION LEAVE

44.01 Each employee shall have the right to select the times during the year when he/she desires to take a vacation from among the vacation times made available to all employees by the Fire Chief. Any vacation selections by the members shall be governed by rank category seniority by shift. The Fire Chief may disapprove an employee's selection in writing only for just and sufficient reason. Disapproval must be within five (5) days of the date of receipt of the request.

44.02 Each Fire Department member shall be entitled to the following vacation periods:

FORTY EIGHT (48) HOUR EMPLOYEES

- A. Six (6) shift days after completing one (1) year of uninterrupted service.
- B. Eight (8) shift days after completing five (5) years of uninterrupted service.
- C. Ten (10) shift days after completing ten (10) years of uninterrupted service.
- D. Eleven (11) shift days after completing twenty (20) years of uninterrupted service.

FORTY (40) HOUR EMPLOYEES

- A. Eighty (80) hours off after completing one (1) year of uninterrupted service.
- B. One hundred twenty (120) hours off after completing five (5) years of uninterrupted service.
- C. One hundred sixty (160) hours off after completing ten (10) years of uninterrupted service.
- D. One hundred eighty (180) hours off after completing twenty (20) years of uninterrupted service.

44.03 The members will submit vacation requests to the Battalion Chief by December 1st of each year or after the completion of all promotional exams in a testing year. The Battalion Chief, subject to the approval of the Fire Chief, will coordinate all vacations on his shift consistent with all departmental policies and seniority as set forth in Section 38.01 and will notify members when they will receive their vacation.

ARTICLE 44-- VACATION LEAVE CONTINUED

44.04 The City shall post a vacation list as soon as possible, but no later than December 31st for the following calendar year. Vacation selection can be modified or altered by the member only with the prior written approval of the Fire Chief. If a holiday occurs during a member's scheduled vacation, the holiday shall be charged to holiday time and not vacation time.

44.05 A member shall be permitted to split a vacation leave into three (3) periods. The first choice shall be at least one half (1/2) of the lowest member of the same rank's total annual vacation amount; with no minimum requirements on the second (2nd) and third (3rd) choice.

Those choosing to split vacation leave shall select the first leave period by seniority as set forth in Section 38.01 and shall await the outcome of the selection of employees lower on the seniority list prior to the second and third leave period selection. The second and third leave period shall also be picked by seniority as set forth above. The members will also be permitted to use vacation days one at a time if scheduling permits, with the approval of the Fire Chief, if the member has the time on the books.

44.06 All employees shall have vacation choices available from January 1st to December 31st of each year. All vacation hours accumulated from January 1st through December 31st (and only those hours) must be utilized during the following calendar year or they will be lost. At no time will an employee utilize vacation time that has not yet accrued in the prior year unless it is approved by the Fire Chief. Bargaining unit employees hired after August 1st will be allowed to carry forward vacation time accrued from the hire date to December 31st for a period not to exceed two calendar years commencing on January 1st following the date of employment.

44.07 Employees who resign voluntarily or are terminated by the City, whether with just cause or without, shall receive all vacation pay at their current hourly rate at the time of separation. Payment for accrued vacation applies to all employees who have passed their initial probationary period as a fire fighter. In the event of an employee's death, while he/she is employed in the City, the City shall pay all earned vacation time to the employee's beneficiary at the hourly rate that the employee was making at the time of his/her death.

44.08 **Discretionary Leave**

The City Manager upon recommendation of the Fire Chief may grant up to twenty four (24) hours of paid leave to any member covered by this Agreement whose job performance is of such exemplary or heroic nature as to warrant this special consideration.

ARTICLE 45-- WAGES

WAGE CHARTS PLACED HERE

45.01

fire wages.pdf - Adobe Reader

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ARTICLE 45--WAGES

FIREFIGHTER/EMT - GRADE 60

	1	2	3	4	5	6	7	8
ANNUAL	\$43,645.39	\$45,861.88	\$48,143.57	\$50,555.64	\$53,032.89	\$55,738.32	\$58,508.94	\$61,409.94
93.2 HOUR	\$18.01	\$18.93	\$19.87	\$20.86	\$21.89	\$23.00	\$24.15	\$25.34
80 HOUR	\$20.98	\$22.05	\$23.15	\$24.31	\$25.50	\$26.80	\$28.13	\$29.52

FIREFIGHTER/PM - GRADE 61

	1	2	3	4	5	6	7
ANNUAL	\$51,989.84	\$54,401.91	\$56,911.77	\$59,584.59	\$62,387.81	\$65,256.21	\$68,352.78
93.2 HOUR	\$21.46	\$22.45	\$23.49	\$24.59	\$25.75	\$26.93	\$28.21
80 HOUR	\$25.00	\$26.15	\$27.36	\$28.65	\$29.99	\$31.37	\$32.86

DRIVER ENGINEER/INSPECTOR-LIEUTENANT - GRADE 62

	1	2	3	4	5	6	7
ANNUAL	\$50,555.64	\$53,032.89	\$55,738.32	\$58,508.94	\$61,409.94	\$64,506.51	\$67,733.47
93.2 HOUR	\$20.86	\$21.89	\$23.00	\$24.15	\$25.34	\$26.62	\$27.95
80 HOUR	\$24.31	\$25.50	\$26.80	\$28.13	\$29.52	\$31.01	\$32.56

DRIVER ENGINEER/INSPECTOR-LIEUTENANT/PARAMEDIC - GRADE 63

	1	2	3	4	5	6	7
ANNUAL	\$54,401.91	\$56,911.77	\$59,584.59	\$62,387.81	\$65,256.21	\$68,352.78	\$71,579.74
93.2 HOUR	\$22.45	\$23.49	\$24.59	\$25.75	\$26.93	\$28.21	\$29.54
80 HOUR	\$26.15	\$27.36	\$28.65	\$29.99	\$31.37	\$32.86	\$34.41

RESCUE LIEUTENANT - GRADE 64

	1	2	3	4	5	6	7
ANNUAL	\$56,911.77	\$59,584.59	\$62,387.81	\$65,256.21	\$68,352.78	\$71,579.74	\$75,165.25
93.2 HOUR	\$23.49	\$24.59	\$25.75	\$26.93	\$28.21	\$29.54	\$31.02
80 HOUR	\$27.36	\$28.65	\$29.99	\$31.37	\$32.86	\$34.41	\$36.14

- 70 -

CITY OF PEMBROKE PINES LOCAL 2292

Commission Approved 01/07/2009

2:03 PM 11/6/2012

ARTICLE 45-- WAGES CONTINUED

All Firefighter/EMT's who become State Certified Paramedics and who successfully complete the skills review as set forth herein will move to grade 61 on the merit wage plan as follows:

FIREFIGHTER	TO	PARAMEDIC
A. Step One		A. Step One
B. Step Two		B. Step Two
C. Step Three		C. Step Three
D. Step Four		D. Step Four
E. Step Five		E. Step Five
F. Step Six		F. Step Six
G. Step Seven		G. Step Seven
H. Step Eight		H. Step Seven

Any employee who is hired and holds a State of Florida Paramedic license, or any Firefighter who subsequently becomes a Paramedic during his/her tenure shall successfully complete a skills review as prescribed by the department, before becoming eligible for Paramedic pay status.

The Paramedic shall successfully complete the skills review within six months of receiving a State Paramedic License, or upon completing his/her Firefighter probation. The Rescue Division, upon receipt of the Paramedic's request to be tested, shall have 30 days to complete the protocol test. Should testing not be completed within 30 days, due to Administration, the Paramedic will begin to receive Paramedic pay at the completion of 30 days. In the event the Paramedic does not successfully complete the protocol exam after two attempts, all additional monies paid for Paramedic status will be returned to the City. The Paramedic shall not be placed in a position to ride as the "sole" Paramedic assigned to any unit until such time as said skills review has been completed.

ARTICLE 45 -- WAGES CONTINUED

This review shall be administered by the Rescue Division and shall consist of the following criteria:

- A. Written protocol exam
- B. Practical skill evaluation

Should an individual fail to meet the minimum requirements outlined above, he/she will be retrained and retested by the Rescue Division. If the individual fails a second time, he/she will have a meeting with the Department Medical Director to have his or her skills reviewed and an evaluation given to the Fire Chief on whether the individual should be allowed to operate as a Pembroke Pines Paramedic.

45.02 The City and the IAFF agree that any employee who is hired by the Pembroke Pines Fire Department, who is a State Certified Firefighter will start in the Certified Firefighter Grade 60 - Step 1 whether the employee is a City Employee who is laterally transferring or is a new employee of the City. The City further agrees that any new employee (excluding an employee who has been laid off or fired) will have to successfully pass the Probationary Class as set up by the Fire Department Administration as part of his/her Probationary period as set forth by this agreement and Employee Handbook & City Policies.

45.03 Criteria for increases shall be as follows:

- A. Employees will move to the next step in the pay plan on their anniversary date for the first year of this Agreement only. Firefighters and Firefighter/Paramedics will advance on their anniversary date of employment, while Driver Engineers, Lieutenants, Rescue Captains, Captains and Battalion Chiefs shall advance on their anniversary of last promotion for the first year of this Agreement only..
- B. Wage evaluation shall be rendered once a year one month prior to the employee's anniversary date.

ARTICLE 45-- WAGES CONTINUED

- C. Lieutenants shall be evaluated by the Rescue Division. All Day Assigned Captains or Battalion Chiefs shall be evaluated by their respective Division, Shift Captains shall be evaluated by a Battalion Chief and a Battalion Chief shall be evaluated by staff personnel and this shall be reviewed by the Fire Chief along with his own recommendations.
- D. Increases are designed as an incentive for higher quality performance and more professionalism. Increases shall be contingent on employees receiving satisfactory or above ratings in evaluations. A satisfactory rating for the first year of this Agreement is 30 out of 60 utilizing the revised review forms/process (see Appendix Three). For years two and three of this agreement, step increases based on the Wage Chart set forth in paragraph one of Section 45.01 will be discontinued and the following matrix will be utilized to determine the salary increase (as long as a member is not at the top of the salary range in which case, no increase will be given):

Rating	% base salary increase
<30	0%
30 – 40	2%
40 – 50	4%
50 – 60	5%

- E. In the event an increase is denied, a letter explaining the reasons for denial will be given to the person involved.
- F. Follow up evaluations shall be made within three (3) month intervals for all persons denied a salary increase. The intent of these subsequent evaluations is to quickly assess performance and to encourage and support improvement and render the appropriate wage increases.
- 45.04 Every Fire Department member who has terminated his/her employment with the City and has subsequently been rehired shall not be entitled to his previous classification unless otherwise provided by law.
- 45.05 Any member covered by this agreement who is on an eligible upgrade list, and who is required to accept responsibilities and carry out duties of a temporary position or rank above that which he/she normally holds, shall be paid as follows:

Firefighter/Paramedic or Driver Engineer acting as Lieutenant (Effective Oct. 1, 2015 this would change to: Firefighter/EMT/Paramedic acting as a Driver Engineer)	\$30.00 per 24 hours
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ARTICLE 45-- WAGES CONTINUED

Firefighter/EMT/Paramedic acting
as Driver Engineer \$30.00 per 24 hours
(Effective Oct. 1, 2015 this would change to:
Driver/Engineer acting as Lieutenant)

Driver Engineer, or Lieutenant
acting as Captain \$50.00 per
24 hours
(Effective Oct. 1, 2015 this would change to:
Lieutenant acting as Captain)

Captain acting as Battalion Chief \$60.00 per 24 hours

- 45.06 Fire Department members temporarily assigned by the Chief to a less strenuous position due to health or disability shall receive all compensation and fringe benefits including accumulation of seniority during the term of assignment.
- 45.07 Longevity pay was frozen effective April 30, 2010 for employees who were receiving longevity as of that date. No employee who was receiving longevity pay on or before April 30, 2010 will receive an increase in longevity pay after April 30, 2010.
- 45.08 Members who are assigned daily to Rescue 69, 89, 269 or 289 shall receive a five percent (5%) assignment pay.
- 45.09 Members shall be eligible for a one-time payment (non-pensionable¹) as follows as long as the member achieves at least a 40 on their annual performance review for the payment payable in 2014 (for the 2013 payment, all active members shall receive a one time payment of \$1,636.00-GROSS):

On/or about April 1, 2013 – payment of \$1,669.00 - GROSS (non-pensionable)
On/or about April 1, 2014 – payment of \$1,686.00 – GROSS (non-pensionable)

¹ It is the mutual intent of the parties that the payments described in Section 45.09 are permissible bonuses and are not pensionable. In the event of an administrative or judicial determination that the payments are impermissible bonuses or are pensionable, this benefit will be reversed and this provision deemed null and void.

ARTICLE 46-- WORKER'S COMPENSATION

46.01 DISABILITY LEAVE

Any employee in the City service who sustains a service connected disability shall be entitled to benefits provided. The following is an explanation of the terms used in connection with service connected disabilities:

- A. **Date of Disability**
The date on which disability began or at the last day of duty thereafter, whichever is later.
- B. **Disability**
A physical condition which is service connected and prevents an employee from performing his/her related duties. Disability does not include any condition which is self-inflicted or caused by another person for reasons personal to the employee and not because of his/her employment.
- C. **Disability Date Salary**
The salary the employee was being paid on the date of the disability.
- D. **Service Connected Disability**
Any disability arising out of employment in the City service.

46.02 DISABILITY DETERMINATION

Determination of the existence and service connection of a disability shall be made in accordance with the Florida Statutes - Workmen's Compensation Acts (as amended). This act provides that the employer is responsible for furnishing employees who have incurred service connected disabilities with such remedial treatment, care and attention under the direction and supervision of a qualified physician or surgeon. Disability determination shall be based on:

- A. All facts in the service history of the case.
- B. The findings of the physician, surgeon or practitioner who has treated or consulted in the treatment of the employee.
- C. Such evidence as the employee at his/her own expense may submit of the service connection of his disability verified by the supervisor or the Department Head.

ARTICLE 46-- WORKER'S COMPENSATION CONTINUED

D. Other relevant evidence submitted to the medical examiner. There shall be no presumption that any disability is service connected, except that the presumption contained in Florida State Statute 112.18 and 112.181 shall apply to firefighters who qualify for such presumption. Conversely, denial that a disability is service connected will not be made without recommendation of the physician medically treating the employee and the claims representative of the insurance carrier.

46.03 At any time, and from time to time, the Department Head or the City Manager may request that a disabled employee be re-examined. Such request shall be directed to the City Manager who shall make arrangements for the re-examination with the Workmen's Compensation carrier or authorized physician. The results of the re-examination shall be made available to the Department Head and the City Manager for final action. The City will pay for the cost of the examination.

46.04 **COMPENSATION DURING DISABILITY**

Compensation following an on the job injury is limited to the benefits provided by Florida Statute 440 with the exception that if the City's Worker's Compensation TPA determines that the injury is work related and subject to FS440, the first seven days of time away from work, as long as requested by an approved Worker's Compensation treating physician shall be payable at 100% of the Members pre-injury wage.

46.05 **REVIEW**

At any time during the period of disability any case may, upon request, be reviewed by an authorized City physician who shall recommend retention, reduction or separation to the Department Head and the City Manager. Any employee so affected shall have the right to appeal. Any case of longer than sixty (60) calendar days duration shall automatically be reviewed.

ARTICLE 47-- YEARLY MEDICAL EXAMINATION

47.01 The City shall furnish an annual medical physical examination for each IAFF Member. It shall be the responsibility of the City to negotiate, with the examination provider, the best possible price to accomplish the following examination at the City's expense. The said physical shall be mandatory for all employees and shall include, but not be limited to, the following:

- A. Stress E.K.G.
- B. Audio Screen Test
- C. Vision Test
- D. Chest X-Ray - Optional
- E. A multi-phase blood analysis (SMAC 25)
- F. AIDS tests
- G. Tuberculosis test
- H. A pulmonary function test.
- I. Urinalysis (Urobilinogen, Nitrate, Blood, Bilirubin, Ketones, Glucose, Protein, PH/SG)
- J. Hepatitis A, B, C Antibody tests
- K. PSA for men over fifty (50) unless medical history indicates an earlier test be given
- L. PAP smear and mammogram for women (at employee's option)
- M. CBC blood analysis

The physical examination shall be scheduled so that every Fire Department member will receive said physical by his/her anniversary date each year. The examination shall be conducted on two (2) separate days. On the first day all laboratory tests will be taken.

When results from these tests are complete, a date within thirty days will be set up by the employee off duty for the completion of the employee's examination with the examining physician.

The examining physician will physically examine and discuss with the employee the tests results, and will furnish to the Fire Chief's office a memorandum that the employee was examined and the employee meets one of the following criteria:

1. The employee can perform all the requirements of the employee's job classification.
2. The employee can perform some of the job requirements and is recommended for light duty until cleared to return to work by a physician of the employee's choice.

3. The employee can perform some of the job requirements and is recommended for light duty for a specific number of days (less than fifteen (15) and is to be seen again by the examining physician prior to returning to normal duty.
4. The employee cannot return to work until cleared by a physician of the employee's choice.

No further information regarding the annual medical physical examination shall be given to the Fire Chief or any City Official or employee by the examining physician, hospital or clinic, unless required by law. In the event the employee is advised to see a physician of the employee's choice, the employee's physician shall contact the examining physician, within thirty (30) days, to advise him the employee is under his care. The Safety and Health Committee from time to time, in conjunction with the Labor/Management Committee, will review the guidelines of the physical examination and make recommendations as to any changes needed. Those changes mutually agreed upon by the IAFF and the Administration will be adopted into the guidelines.

- 47.02 It will be the responsibility of the City to see to it that each Fire Department employee receives a blood gas analysis if hospitalized (including Emergency Room) and it is evident that the employee has suffered smoke inhalation while in the course of performing his job function.

ARTICLE 47-- YEARLY MEDICAL EXAMINATION CONTINUED

- 47.03 Any condition or impairment of health caused by AIDS (acquired immune deficiency syndrome) or Hepatitis A, Hepatitis B, Hepatitis non-A, Hepatitis non-B, Hepatitis C, or any other strain of Hepatitis generally recognized by the medical community, Tuberculosis, Meningococcal Meningitis or any other condition outlined in F.S.S. 112.181, 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 fire fighter while diagnosed as having the above disease(s). An employee claiming an AIDS condition or impairment under this section shall provide to the City a medical authorization waiving the physician patient confidentiality relating to the AIDS condition or impairment. If the employee claiming hereunder refuses to supply the medical authorization referred to above, then an AIDS condition or impairment shall not be presumed to have been incurred in the line of duty.
- 47.04 The City will provide, at its cost, Hepatitis A & B, Rubella (for females of child bearing age, as needed), smallpox (at employee's option) and Tetanus (every 5 years), vaccinations for all members covered by this agreement. All shots required will be administered by licensed health care providers who are not City employees. Vaccinations will be given on duty but not more than two (2) employees at each station per shift will be vaccinated in the same week. Follow up blood tests to check immunity level will be given at the appropriate times and re-vaccinations will be administered if necessary. These vaccinations must be taken by all members unless there are medical contraindications or religious objections.

ARTICLE 48-- SAVINGS CLAUSE

- 48.01 If any provision of this agreement or the application of such provision should be rendered or declared invalid by any Court action or by reason of an existing or subsequently enacted Legislation, the remaining parts or portions of this agreement shall remain in full force and effect.
- 48.02 This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto.

DURATION OF AGREEMENT

The parties acknowledge that during negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this agreement and that the understanding and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this agreement.

It is expressly understood that all matters not included in this agreement are by intention and design specifically excluded and fall within the powers, duties and responsibility of the City.

All conditions of this agreement shall become effective as of the first day of October 2012. The entire agreement shall remain in full force and effect until the last day of September 30, 2015 unless modified or changed by mutual consent.

DATE

MAYOR

IAFF PRESIDENT

CITY MANAGER

IAFF VICE PRESIDENT

CITY ATTORNEY

IAFF SECRETARY

CITY CLERK

IAFF ATTORNEY

APPENDIX ONE
CODIFIED PENSION AND DROP PROVISIONS

APPENDIX TWO

NOVEMBER 30, 1989 PERC ORDER CLARIFYING
POSITIONS IN BARGAINING UNIT

APPENDIX THREE
PERFORMANCE REVIEW FORMS