

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF SUNRISE

AND

METRO BROWARD

PROFESSIONAL FIREFIGHTERS

LOCAL 3080, I.A.F.F.

OCTOBER 1, 2010 -- SEPTEMBER 30, 2013

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PREAMBLE

This *Agreement* is entered into by and between the CITY OF SUNRISE, FLORIDA hereinafter referred to as the "City" or the "Employer", and the METRO BROWARD PROFESSIONAL FIREFIGHTERS, LOCAL 3080, I.A.F.F., hereinafter referred to as the "Union"

It is the intent and purpose of this *Agreement* to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly, prompt, and harmonious means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment.

It is understood that the CITY OF SUNRISE is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public; and both parties hereto recognize the need for continuous and reliable service to the public.

In order to clarify terminology and because the English language does not provide a generic singular pronoun meaning "he" or "she", which is the equivalent to the plural "they", "he" and "she" will be used in the generic sense and should be understood to imply both sexes. The use of the generic "he" or "she" will avoid awkward sentence structure. Except where the context obviously implies a specific gender, all words importing one gender intend the other as well.

ARTICLE 1

RECOGNITION AND DEFINITIONS

SECTION 1.1 The City hereby recognizes the "Metro Broward Professional Firefighters, Local 3080, I.A.F.F." as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and all terms and conditions of employment for all the employees in the below described bargaining unit:

INCLUDED:

FIREFIGHTER I (including Fire Inspector); FIREFIGHTER II (Driver/Operator, Rescue Supervisor); FIRE LIEUTENANT; And All Probationary Employees Serving In These Classifications.

EXCLUDED:

All other employees in other present classifications, including Fire Chief, Deputy Fire Chief, Division Chief, Battalion Chief, Fire Captain and all other employees of the City of Sunrise.

SECTION 1.2 The parties agree that the classifications/positions in this bargaining unit have been re-titled as follows: Firefighter I (no change); Fire Inspector (this previously named assignment has become a new permanent classification); and the former Firefighter II (which now includes Driver/Operator and Rescue Supervisor) has been eliminated and replaced with the re-titled classifications of Driver/Operator and Rescue Lieutenant; and Fire Lieutenant has been re-titled as Fire Captain. The parties also agree that the employees who were in each classification remained in each re-titled classification without change in compensation due to the position title changes (these changes were not promotions).

SECTION 1.3 The parties also agree that they will jointly file for clarification of the unit certification with the Public Employees' Relations Commission, so that the unit will be described thereafter as follows:

INCLUDED:

Firefighter I; Fire Inspector; Driver/Operator, Rescue Lieutenant; Fire Captain; and all probationary employees serving in these classifications.

EXCLUDED:

All other employees in other present classifications, including Fire Chief, Deputy Fire Chief, Division Chief, Battalion Chief, and all other employees of the City of Sunrise.

ARTICLE 2

BULLETIN BOARDS

SECTION 2.1 EMPLOYER RESPONSIBILITY: The Employer will provide one (1) locked bulletin board for the use of the Union for posting bulletins, notices, and other Union material to be placed in each fire station and the Public Safety Complex.

SECTION 2.2 UNION RESPONSIBILITY: The Union agrees that it shall use the above mentioned bulletin boards only for the following purposes: Notice of Union meetings; Union elections; reports of Union Committees; rulings and policies of the Union; recreation and social affairs of the Union; and notices by public bodies.

ARTICLE 3

UNION RIGHTS

SECTION 3.1 All employees inclusively recognized in Section 1.1 hereinabove shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and/or protection, and/or refrain from such activities, either individually and/or collectively.

SECTION 3.2 Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as they are clearly presented as the views of the Union.

SECTION 3.3 The City agrees to comply with the provisions of Section 112.80, et seq., Florida Statutes -- i.e. The Firefighters' Bill of Rights.

ARTICLE 4

PREVAILING RIGHTS

SECTION 4.1 All job benefits previously approved by the City Commission by Resolution heretofore uniformly enjoyed by the employees, which are not specifically provided for or abridged by this *Agreement*, shall continue under conditions under which they have previously been granted throughout the term of this *Agreement*.

ARTICLE 5

UNION BUSINESS

SECTION 5.1 The Union's District Vice President of District 3 (DVP) or his/her designee, may be granted time off, not to exceed 192 hours per fiscal year, without loss of pay, subject to the following conditions:

- (A) A written request shall be submitted to the Fire Chief or designee by the Union DVP at least seventy-two (72) hours in advance of the required time off; and
- (B) Sufficient staffing is available to cover existing assignments and provided there are no overtime costs.

SECTION 5.2 Elected officials of the Union will be granted time off without loss of pay to attend monthly Union meetings. Such leave will be subject to Sections 5.1(A) and (B).

ARTICLE 6

CIVIL SUITS

SECTION 6.1 The City agrees to comply with the provisions of Section 111.07 and Section 768.28, Florida Statutes.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 7.1 A grievance is defined as a difference, dispute, or complaint between the City and the Union as to the application or interpretation of this *Agreement*. It is mutually agreed that the grievance shall be settled in accordance with the procedure herein. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Union.

SECTION 7.2 Should any grievance arise, there shall be an earnest effort to settle such grievance promptly through the following steps:

Step 1. The aggrieved employee shall present, in writing, within five (5) working days from the date the employee knew or should have known of the events giving rise to his grievance through proper communication channels to a Division Chief or designee. The grievance shall be signed by the employee and shall specify: (A) the date of the alleged grievance; (B) the specific article(s) of the *Agreement* that were allegedly violated; (C) the basic facts pertaining to or giving rise to the grievance; and (D) the relief requested. The aggrieved employee may request that a Union representative be present. Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. The Division Chief or designee shall reach a decision and communicate it, in writing, to the aggrieved employee within five (5) working days from the date the grievance was presented to him. If not resolved, it shall be the responsibility of the aggrieved to, within five (5) working days, document the grievance on the regular grievance form supplied by the Union. Arrangements will then be made by the Union representative for a meeting of the Union Executive Board with the aggrieved present to discuss and reach a decision on the disposition of the grievance in question. The Union

Executive Board shall meet to discuss the grievance within 30 days after it is filed.

Step 2. If it is the decision of the Union Executive Board to pursue the grievance, it will be presented to the Fire Chief within five (5) working days of the decision. The Fire Chief shall attempt to resolve the matter and shall respond, in writing, to the Union within five (5) working days. When a grievance involves discipline in the form of suspension, demotion or termination, or where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure, within the time limits provided for the submission of a grievance at Step 1, and shall be signed by the aggrieved employees or the IAFF representative on their behalf.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the Union shall present such written grievance to the Personnel Director within five (5) working days from the date of the response in Step 2. The Personnel Director will meet with the Union representative and other applicable persons within five (5) working days from the receipt of the grievance. If a resolution of the grievance is not reached at this meeting, the Personnel Director will furnish a copy of his decision to the Union within five (5) working days. Upon seven (7) days written notice, the City Manager may designate another individual to hear Step 3 grievances.

Step 4. If the grievance is not resolved in Step 3, it shall then be submitted to arbitration by the Union within ten (10) working days from the date of the decision of the Personnel Director. An arbitrator mutually selected from the Federal Mediation and Conciliation Service will be chosen to resolve the grievance. The award of the arbitrator will be final and binding on both parties.

SECTION 7.3 The fee of the arbitrator will be equally divided between the parties. At the request of either party, there shall be a court reporter at this hearing.

The expense of the certified court reporter will be borne by the party making the request. If both parties receive transcripts, they will equally share this expense. Other costs will be paid by the party incurring such costs. Each party will bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. On-duty employees required to testify will be made available without loss of pay, however, whenever possible, they shall be placed on call to minimize time lost from work. Under no circumstances will an off-duty employee be paid for testifying at an arbitration hearing.

SECTION 7.4 Failure of the City to respond within the time limits contained in this Article will be considered a denial of the grievance and the aggrieved party may proceed automatically to the next step.

SECTION 7.5 The arbitrator shall have no power to alter, add to, or subtract from the terms of this *Agreement*. The arbitrator shall render his report to the applicable parties within thirty (30) days after the parties submit briefs, if any, to the arbitrator.

SECTION 7.6 Any settlement of a grievance prior to arbitration shall be limited retroactively to a period not to exceed ten (10) working days prior to the date such grievance was first put in writing and such settlement shall not constitute an admission that the *Agreement* was violated nor constitute a precedent for future contract administration.

SECTION 7.7 Any resolution of a grievance by an arbitrator will be retroactive to a period to be determined by the arbitrator.

SECTION 7.8 All documentation presented at any step, including that of the Union grievance form, will be dated and signed by the aggrieved employee and/or Union representative presenting it. When said documentation is presented to the City, the representative thereof, will acknowledge receipt of said documentation and date it accordingly. Any decision rendered will be written to the aggrieved employee and/or to the Union and will be signed and dated by the Employer or Employer's representative at all steps.

SECTION 7.9 For the purpose of clarity, "working days" shall be defined to be Monday through Friday between the hours of 0800 and 1600, excluding Saturdays and Sundays.

SECTION 7.10 The Union will not be required to process grievances for an employee who is not a member of the Union and will waive, in writing, to the City its non-participation. The Union nevertheless will be invited to attend any meetings where a resolution of said non-union member's grievance might be made.

SECTION 7.11 By mutual consent, time limits set forth in this Article may be extended.

SECTION 7.12 Non-probationary employees may be suspended, demoted, disciplined or discharged only for just cause.

ARTICLE 8

DUES DEDUCTION

SECTION 8.1 Upon written authorization of an employee and approval by the Union, the City agrees to deduct weekly from the wages of each employee, the sum certified as dues, and each month deliver the sum to the Union Treasurer.

SECTION 8.2 Individual employees desiring dues to be deducted from their paychecks shall sign a standard form with an authorized Officer of the Union indicating such desire, provided that such authorization is revocable at the employee's request upon thirty (30) days written notice to the City and the Union.

SECTION 8.3 The Union shall have no right or interest, whatsoever, in any money authorized or withheld until such money is actually paid to the Union. The City or any of its officers and employees shall not be liable for any unintentional delay in carrying out such deductions and upon forwarding check in payment of such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee-assignor and to the assignees under such assignment.

SECTION 8.4 The City agrees to provide this service to the Union at no cost.

SECTION 8.5 The Union shall indemnify and hold the City harmless for any and all errors in the administration of the dues deduction system; provided, however, that the City will make a reasonable effort to efficiently administer the dues deduction system.

SECTION 8.6 Change(s) in the Union's membership dues rate shall be certified to the City, in writing, over the signature of the authorized officer or officers of the Union. The change will be implemented as soon as is practicable, but in no event later than thirty (30) days after notification.

ARTICLE 9

SENIORITY

SECTION 9.1 Seniority will consist of continuous accumulated paid service with the Fire-Rescue Department. Seniority shall be computed from the date of appointment in each rank. After the positions in this unit were re-titled in 2005, the rank structure is as follows:

FIREFIGHTER I (including FIRE INSPECTOR)
DRIVER OPERATOR
RESCUE LIEUTENANT
FIRE CAPTAIN

Seniority will not accumulate during any unpaid leaves of absence, except for military leave.

SECTION 9.2 Seniority will govern the following matters:

- (A) Vacations for each year shall be selected by employees on the basis of seniority preference within each rank, subject to the restrictions contained in Section 9.3.
- (B) Kelly days will be bid annually (in October) to be effective in the first full pay period after January 1st. Kelly days will remain in effect for one (1) year. Employees subject to shift transfers, promotions, and other similar changes which may affect their Kelly day will be slotted into an available Kelly day based on operational needs until the following January.
- (C) Work assignments, by shift, shall not be subject to this Article as manning flexibility for Battalion Chiefs is necessary.

SECTION 9.3 Any "ties" identified as a result of the use of this Article exclusively will be "broken" by the use of the following criteria:

- | | |
|-----------------------|--------------------------------------|
| (A) <u>New Hires:</u> | 1. date of employment |
| if the same | 2. hiring examination test score |
| if the same | 3. date on employment application |
| if the same | 4. alphabetical listing of last name |

(B) Ranking Employees: The criteria for "breaking ties" in seniority for ranking employees will depend on the promotion date, as follows:

Ranking Employees (for promotions before April 1, 2002):

- | | | |
|-------------|----|---|
| if the same | 1. | time in rank (promotion date) |
| | 2. | time in next lowest rank to the rank in question (Driver Operator or Rescue Lieutenant in the case of Fire Captain; Firefighter I/Fire Inspector in the case of Driver Operator or Rescue Lieutenant) |
| if the same | 3. | date of employment |
| if the same | 4. | promotional test score (overall ranking) |
| if the same | 5. | date of employment application |
| if the same | 6. | alphabetical listing of last name |

Ranking Employees (for promotions on or after April 1, 2002):

- | | | |
|-------------|----|---|
| if the same | 1. | time in rank (promotion date) |
| | 2. | promotional test score (overall ranking) |
| if the same | 3. | time in next lowest rank to the rank in question (Driver Operator or Rescue Lieutenant in the case of Fire Captain; Firefighter I/Fire Inspector in the case of Driver Operator or Rescue Lieutenant) |
| if the same | 4. | date of employment |
| if the same | 5. | date of employment application |
| if the same | 6. | alphabetical listing of last name |

However, if the tie is between the test scores for two (2) different positions, these criteria will be inapplicable and the remaining criteria will be utilized.

SECTION 9.4 Seniority issues will be resolved based upon the criteria of Section 9.3.

SECTION 9.5 A seniority list will be provided to the Battalion Chief on a regular basis and updated as necessary.

ARTICLE 10

TIME EXCHANGE

SECTION 10.1 Members of the bargaining unit shall have the right to voluntarily request a time exchange by completing a form provided by the City, which both parties to the exchange must complete and sign. The form must then be presented to the applicant's Battalion Chief (or designee). The Battalion Chief or designee(s) will make the decision of whether or not to approve the request and shall provide a copy of the request form to the applicant indicating his decision prior to the shift exchange. Such shift exchange requests will not be capriciously or arbitrarily denied. However, the denial of a shift exchange request because the employees are not equally qualified shall not be considered arbitrary or capricious. In cases of approved time exchange requests, the form will be forwarded by the Battalion Chief (or designee) to the Fire Department's Administrative Officer.

SECTION 10.2 Generally, employees will exchange twenty-four (24) hours shifts. Partial shift exchanges with a minimum of two (2) hours, will be permitted and will require the prior approval of the Battalion Chief. The exchange of time form must be completed before the employee commences the time exchange. In any partial time exchange, the applicant must remain on duty until his replacement arrives, and the replacement must report ready for duty. The replacement must remain on duty until the employee scheduled for the shift returns and is ready for duty. The one (1) shift advance notice will not be required for partial shift exchange for less than twelve (12) hours unless the exchange of time is to start at the beginning of the shift 0800 hours. In this case the procedure in Section 10.1 will be followed.

SECTION 10.3 The City will maintain the original time exchange forms.

SECTION 10.4 An employee may exchange time only with employees of equal rank or qualifications; this determination will be made by the Fire Chief or designee(s) in his sole and exclusive discretion. An employee working on a time exchange will not be entitled to receive out-of-class pay unless the employee is officially assigned to work in a higher classification by the department while on the

time exchange. Probationary employees (Firefighter I only) shall not be entitled to participate in a time exchange, except that a time exchange may be permitted for job related educational purposes. Also, no employee may have more than five (5) shifts "owed" to him and no employee may "owe" more than five (5) shifts to any other employee. Further, no employee may work more than two (2) consecutive shifts.

SECTION 10.5 Any employee on duty by virtue of a shift exchange or partial shift exchange shall be entitled to the same benefits, privileges, and protections and shall assume the same responsibilities as any on-duty personnel.

SECTION 10.6 The Union and all employees agree that the time that may be owed between employees based on shift exchanges is the personal responsibility of each employee involved and that the City has no responsibility whatsoever for any time owed between employees related to shift exchanges, and that the City will be held harmless against any claim of liability involving any dispute between employees about time owed arising from a shift exchange.

SECTION 10.7 An employee who abuses this Article shall be subject to the loss of the right to time exchanges for the period of up to one (1) year.

SECTION 10.8 Any member of the bargaining unit who agrees to exchange time, but fails to report to work the agreed shift, shall be subject to disciplinary action, up to and including termination. An employee who agrees to exchange time with another employee, and who then fails to report to work the agreed shift because of illness or for a reason that qualifies for emergency annual leave, or who reports but leaves early due to illness or emergency annual leave, may be required to provide a doctor's note to verify the illness; the employee's sick leave account (or annual leave account in cases of emergency annual leave) will also be "docked" for each one-quarter (1/4) hour missed.

SECTION 10.9 If an employee fails to work all or part of an agreed time exchange and, for any reason (except illness or injury), the City incurs any costs or expenses or a result thereof (including but not limited to overtime payments), all of said costs and expenses will be deducted from the annual leave account of the employee who fails to work.

ARTICLE 11

LEAVES WITHOUT PAY

SECTION 11.1 Leaves of absence without pay for a period not to exceed sixty (60) calendar days may be granted to an employee for any reasonable purpose by the Personnel Director. Such leaves may be renewed or extended for a period not to exceed thirty (30) calendar days, if requested and approved in writing. An employee will not be eligible for a leave of absence during his probationary period.

SECTION 11.2 Any employee may, upon request, be granted a leave of absence without pay by the Personnel Director for the purpose of attending an accredited educational institution when such leave and education is related to the employee's employment. The denial of a leave of absence under this section shall not be grievable. An employee will not be eligible for a leave of absence during his probationary period.

SECTION 11.3 No employee who is granted a leave of absence (with or without pay) may engage in work for profit during said leave without the express permission of the City Manager. Employees on unpaid leave status shall not earn or accrue any benefits or seniority during the period of said unpaid leave.

SECTION 11.4 Unpaid leave or a leave of absence without pay may be granted only after an employee has exhausted his or her annual leave, and floating holiday time accruals. In addition, in cases of sickness, mental or physical disability, the employee must exhaust his or her sick leave accruals.

SECTION 11.5 Employees will not accrue any benefits during any unpaid leave of absence.

SECTION 11.6 Any time without pay for one pay period (two-weeks) or less is considered unpaid leave and does not need the approval of the Personnel Director.

SECTION 11.7 Any unpaid leave of absence of 30 calendar days (full or partial) or more per calendar year will toll an employee's continuous service and thus cause an adjustment to the employee's anniversary date.

ARTICLE 12

SICK LEAVE

SECTION 12.1 Shift employees shall accrue sick leave at the rate of 2.77 hours for each week of employment with the City, not to exceed one hundred forty-four (144) hours per fiscal year. Non-shift employees will accrue sick leave at the rate of 1.84 hours for each week of employment with the City, not to exceed ninety-six (96) hours per fiscal year.

SECTION 12.2 Any shift employee who is absent from his employment for an entire shift as a result of illness or injury shall be charged twenty-four (24) hours for each shift day missed. Non-shift employees will be charged eight (8) hours for each day missed as a result of illness or injury. An employee who reports to work and who thereafter leaves work due to illness or injury will be charged sick leave for the number of hours (rounded to the nearest quarter hour) of work missed that day.

SECTION 12.3 Employees accrue and may utilize sick leave during their probationary period but the City may require a doctor's note to substantiate any use of sick leave during the probationary period.

SECTION 12.4

- (A) Employees may accrue unlimited days of earned sick leave for legitimate sick leave usage purposes. For the purpose of sick leave payoff upon "separation" from employment:
- (1) Employees hired on or before October 1, 1985, will be paid for 100% of their accumulated sick leave if they retire or separate in good standing, provided they were employed full-time by the City for ten (10) years or more.
 - (2) For employees hired after October 1, 1985, they will be paid for one-half (1/2) of their accumulated sick leave hours upon retirement or one quarter (1/4) of their accumulated sick leave upon resignation.
 - (3) Upon the death of an employee in the line of duty, the City will compensate such employee's beneficiary or other person

designated by the employee in writing for 100% of the employees accumulated sick leave within thirty (30) days of the death.

- (B) The payoff amount for both sections (a) (1) and (a) (2) will be calculated on the basis of the employee's base rate of pay at the time of "separation", and will thus not include incentive pay, assignment pay, etc.
- (C) Employees fired for just cause, as determined by the City Manager (or designee), will forfeit all accrued leave.

SECTION 12.5 Sick leave will be used for the following reasons:

- (1) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his or her position. A doctor's slip justifying illness or injury may be requested by the Fire Chief or designee(s) if a unit employee has been found abusing sick leave. The Fire Chief or designee(s) shall work with a representative of Local 3080 on combating unit employees from abusing sick time.
- (2) Enforced quarantine when established by the Department of Health or other competent authority for the period of such quarantine.
- (3) Forty (40) hour personnel may use sick leave for prescribed medical treatment which occurs during their on-duty hours. However, they must attempt to schedule medical, dental and optical appointments and treatment for off-duty hours whenever possible.
- (4) Twenty-four (24) hour personnel may use sick leave for prescribed medical treatment that falls on duty days, but they must attempt to schedule medical treatment for off-duty hours whenever possible. For medical treatment scheduled on-duty, the employee will be charged sick leave (rounded to the nearest quarter hour) and may return to work upon presenting a doctor's note. Medical treatment scheduled for duty days must be approved in advance by the Fire Chief or designee.

SECTION 12.6 The Fire Chief may require employees covered by this *Agreement* to submit to an examination by a physician and/or psychiatrist selected

by the City in order to evaluate their physical and/or mental ability to perform their job duties. Said examination(s) will be at no cost to the employee and will be performed while the employee is on duty if practicable.

SECTION 12.7 Employees calling in sick must do so prior to 0700 hours.

SECTION 12.8 Bargaining unit employees who do not use sick leave for a six (6) month period (October 1st to March 31st and April 1st to September 30th) will have their annual leave accruals increased by twelve (12) hours for shift employees and eight (8) hours for non-shift employees. The City agrees to use reasonable efforts to credit these additional annual leave accruals to the employees who have earned them by the end of the second full pay period after March 31st and September 30th.

SECTION 12.9 Physician's recommendation for return to work on a "limited or light duty" basis following a non-job related illness or injury, will be considered individually on the following basis.

- (A) Suitable work must be available as determined by the Fire Chief.
- (B) Approval by the Risk Manager and the City Manager (or designee)
- (C) The employee must work on a full-time basis. Part-time limited duty status will not be considered appropriate as a return to work authorization for full-time positions.
- (D) Requests for light duty work not approved within five (5) working days will be considered as denied.
- (E) The physician recommending return to work on a limited duty status must provide reasonable assurance that the employee's condition will not extend beyond thirty (30) days. Extension of limited or light duty status beyond thirty (30) days must be approved by the City Manager (or designee).

SECTION 12.10 Any employee who has provided a notice of resignation (excluding the DROP entry election/resignation form that is submitted when DROP begins) cannot thereafter use accrued sick leave for paid time-off unless the employee provides a doctor's note from a doctor who treated the employee on the day that the employee seeks to be paid from accrued sick leave (or before the

employee seeks to use accrued sick leave). If no doctor's note is provided, then the time that the employee is out of work will be charged to annual leave or no pay status.

ARTICLE 13

ON THE JOB INJURY

SECTION 13.1 Whenever an employee covered by this *Agreement* suffers an illness or injury deemed compensable under Florida's Workers' Compensation Act the City will pay to the employee his or her regular rate of pay, less any Workers' Compensation benefits received until:

- (A) the employee is able to return to his or her regular employment with the City; or
- (B) the employee returns to light duty work, as provided below; or
- (C) the employee is awarded a disability pension from the City; or
- (D) one (1) year has passed since the first date of lost time as a result of the on-the-job injury. However, if, at the end of one year, the employee has not returned to regular duty but the employee's prognosis (rendered by a City physician) is that the employee will be able to return to regular duty within the forthcoming twelve (12) months, then the benefits shall continue until the end of the second year or until the employee returns to work, (either regular or light duty) whichever occurs first. This extension past one (1) year will not apply to employees where the injury was sustained during recreational activity, except that effective upon the ratification of the 2010-2013 Agreement, such an extension may be provided to an employee who is thereafter injured while on duty and engaged in the proper use of City owned exercise equipment within a City owned building.

SECTION 13.2 The City may, in its sole and exclusive discretion, deny any supplemental benefits provided for in Section 13.1 to any employee who it determines sustained the injury because of said employee's willful misconduct, gross negligence, criminal act, intoxication or drug use.

SECTION 13.3 As a condition of continued receipt of the above benefit, the employee shall submit, upon request by the City, to a physical or psychological examination by a physician selected by the City.

SECTION 13.4 Employees suffering on the job injuries will be entitled to select their own treating physician and hospital, if approved by the City's Workers' Compensation Administrator for medical care, providing all charges of the physician and hospital comply with the Workers' Compensation laws.

SECTION 13.5 As a condition of receiving the supplemental benefits set forth in Section 13.1, above, the City may require (but is under no obligation to provide) the employee to perform light duty work within the Fire-Rescue Department, as deemed appropriate by the Fire Chief or designee(s).

SECTION 13.6 Effective February 22, 2005, in the event that an employee who has been granted a disability pension based on an on the job injury returns to regular duty under the terms of the firefighter pension plan, the time that the returned employee was on the disability pension will be counted as continuous service for purposes of contractual seniority as defined in Section 9.1 of this *Agreement*. No additional pay or other benefits shall accrue during the returned employee's period of absence while on the disability pension. The parties agree that this Section was applied retroactively to conclusively resolve a pending grievance, and that no new grievance may be filed or processed based on the implementation of this Section.

ARTICLE 14

MEDICAL AND LIFE INSURANCE

SECTION 14.1 Coverage for full-time employees under the City's Group Health Insurance Plan is made available on the first of the month following thirty (30) days of employment, providing the employee completes and returns the application documents within 30 days of employment. Effective at the beginning of the first full pay period after the 2007-2010 Agreement was ratified by both parties, the City began to pay one-hundred percent (100%) of the cost of employee coverage and continued to pay two-thirds (2/3) of the cost of dependent coverage for full-time employees enrolled under the City Group Health Insurance Plan and the employee agrees to a payroll deduction for such coverages unless terminated in writing to the City. Effective the beginning of the first full pay period after January 1, 2012, the City will then pay one-hundred percent (100%) of the unblended cost for single/employee coverage only for an HMO and two-thirds (2/3) of the unblended cost of only HMO dependent coverage, but for any employee who selects any plan other than an HMO, the City will contribute only the same dollar amount that it contributes towards the unblended costs of the HMO plans, for the single/employee coverage and dependent coverage for that/those alternative plan(s). The City will not contribute toward the cost of any optional benefits offered to employees. The City may change insurance carriers and/or the scope and level of benefits at its discretion, provided that the City will, absent exigent circumstances, offer a major medical plan and an HMO and bargaining unit members will be covered by the same insurance plan as are the City's non-represented employees. If the scope and the level of benefits is materially reduced, the Union may request post-implementation impact bargaining.

SECTION 14.2 There is currently in effect the following life insurance coverage per employee providing that the employee completes the necessary application and returns same within 30 days of employment with the City:

- (A) Life insurance valued at the employee's base annual salary (rounded to the next highest \$1,000.00 increment with a maximum cap of \$50,000)

established when the *Agreement* is executed. Coverage is made available on the first of the month following thirty (30) days of employment.

- (B) The statutory minimum of \$50,000, set forth in Section 112.191(2)(a), Florida Statutes, plus any incremental increases mandated by Section 112.191(2)(i), Florida Statutes, which will be provided when a Firefighter, while engaged in the performance of his or her Firefighter duties, is accidentally killed or receives accidental bodily injury which subsequently results in the loss of the Firefighter's life, provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted.
- (C) The statutory minimum of \$50,000, set forth in Section 112.191(2)(b), Florida Statutes, plus any incremental increases mandated by Section 112.191(2)(i), Florida Statutes, which will be provided (in addition to the \$50,000 statutory payment under Section 14.2(B), above, which will meet the statutory minimum of \$100,000, plus any incremental statutory increases) if a Firefighter is accidentally killed as specified in Section 14.2(B), above, and the accidental death occurs as a result of the Firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property.
- (D) The statutory minimum of \$150,000, set forth in Section 112.191(2)(c), Florida Statutes, plus any incremental increases mandated by Section 112.191(2)(i), Florida Statutes, which will be provided if a Firefighter is, while engaged in the performance of his or her Firefighter duties, unlawfully and intentionally killed, dies as result of a fire which has been determined to have been caused by an act of arson, or subsequently dies as a result of injuries sustained therefrom.

It is agreed that these sums are in full compliance with the City's obligations pursuant to Section 112.191, Florida Statutes.

SECTION 14.3 In the event that the City's Group Health Insurance Plan is provided by two (2) or more companies, or if the City offers multiple plans through a single company which establishes separate rates for the plans, the City may, in its

discretion, establish a uniform rate which would then be paid for as provided in Section 14.1, above.

SECTION 14.4 The City will continue to offer optional dental, cancer, intensive care and supplemental life insurance coverage to bargaining unit employees or any other accident or disability policy that the City's supplemental insurance provider offers to all City employees for the duration of this *Agreement* provided said coverages remain available to the City. The City will not contribute toward the cost of any optional benefits.

ARTICLE 15

RETIREMENT

SECTION 15.1 Except as provided for below, the City will maintain the existing pension ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this *Agreement*.

SECTION 15.2 **DROP:** The City agrees that it will amend the pension plan effective no sooner than sixty (60) days after the ratification of this 2010-2013 Agreement by both parties, to revise the eligibility and participation and benefits provisions of the deferred option retirement program (DROP) for firefighters as follows:

A. Additional Year of DROP.

The maximum DROP participation period shall be extended by one year (twelve months) from six (6) years to seven (7) years, for members who enter or have entered the DROP on or after October 1, 2010. Notwithstanding any other provision in this Section 15.2, a member who entered the DROP on or after October 1, 2010, and is participating in the DROP on the date this Agreement is ratified by both parties shall be eligible to extend their DROP participation period and their resignation from City employment by up to one year, by submitting a signed DROP election extension form provided by the City. In order for any such member to be eligible to make this election to extend DROP participation for up to one additional year, the member must agree that all of his/her DROP account earnings from the date he/she entered DROP until such election takes effect shall be recalculated at the new 6% earnings rate. The signed DROP election extension form must be received by the City Finance Department within ninety (90) days following the effective date of the ordinance implementing the DROP extension, and prior to the end of the member's original DROP period.

B. DROP Earnings.

DROP accounts shall earn interest at the rate of six (6%) percent per annum for members who enter the DROP after this rate change becomes effective as well as for those members who entered DROP or after October 1, 2010 and who timely elect, as

provided in paragraph A above, to extend DROP participation for up to one additional year.

SECTION 15.3 Average Final Compensation. The City agrees that it will amend the language of the pension plan ordinance no sooner than sixty (60) days after the ratification date of this 2010-2013 Agreement, to change the definition of “Average Final Compensation”, for overtime hours earned after January 1, 2011, so that the number of overtime hours that will be used for retirement benefit calculations for any member shall be limited to a maximum of three hundred (300) hours annually.

SECTION 15.4 Buyback of Prior Fire Service The City agrees that it will amend the language of the pension plan ordinance no sooner than sixty (60) days after the ratification date of this 2010-2013 Agreement, so that eligible members will have the option to buy back prior service as a firefighter, as defined in Chapter 175.032(8)(a), Florida Statutes, provided that the member must be vested in the Plan, and must pay the full actuarial cost (including administrative expenses) of any such service bought back and provided further that the time bought back cannot be time for which the member will receive a benefit under another pension plan.

SECTION 15.5 PENSION COLA. The City agrees that it will amend the language of the pension plan ordinance no later than September 30, 2013, so that effective October 1, 2013, the annual cost of living adjustment shall be increased to two and one-half percent (2.5%) for eligible members, which will include only those members who terminate employment and begin receiving normal retirement benefits on or after October 1, 2010 (either directly or through DROP), and the beneficiaries of such members in accordance with the plan. The 2.5% COLA shall commence at the end of the seventh year following initial receipt of retirement benefits. Members who entered the DROP prior to October 1, 2010, and are currently actively employed and in the DROP on the date this Agreement is ratified by both parties, will be eligible for the COLA increase from two (2) percent to two and one-half (2.5) percent. However, the increase will not take effect until the effective date of October 1, 2013 or until the end of the seventh year following the employee’s initial receipt of benefits, whichever is later.

SECTION 15.6 BAC-DROP. The City agrees that it will amend the pension plan ordinance no sooner than sixty (60) days after the ratification date of this 2010-

2013 Agreement so that the current maximum BAC-DROP period is increased from eighteen (18) months to twenty-four (24) months with a corresponding reduction of up to six (6) months in the maximum time the member may participate in the DROP. Any costs associated with this six (6) month extension will be paid by the member choosing the extension. The 24 month maximum BAC-DROP period will apply to members who enter the DROP or or after the date the plan amendment is adopted.

SECTION 15.7 NEW SECOND TIER BENEFITS. The parties have agreed that during the term of this 2010-2013 Agreement, the City may amend the pension plan, as provided herein, to create a new second tier of pension plan benefits that would be applicable to employees who are hired after the date the new second tier changes become effective. An effective date has not been included because the parties recognize and agree that such proposed changes require additional legal and actuarial analysis because such changes are contingent upon the approval of the Florida Division of Retirement in order to avoid the potential loss of Chapter 175 premium tax funds. The current proposed version of the second tier plan includes the following changes:

- a. The normal retirement age shall be age fifty-five (55) or older with ten (10) years of creditable service or age fifty-two (52) with twenty-five (25) years of service.
- b. Normal retirement benefits: Upon reaching an employee's normal retirement date a retirement benefit of three percent (3%) of average final compensation for each of the first twenty-five (25) years of creditable service, plus one percent (1%) for each year thereafter, for a maximum benefit of eighty percent (80%). For example, an employee at retirement age with twenty-five (25) years of creditable service will receive a benefit of seventy-five percent (75%) of average final compensation, and an employee with thirty years will receive a benefit of eighty percent (80%).
- c. An employee may elect an early retirement benefit upon reaching age fifty (50) with ten (10) years of service with a three percent (3%) reduction for each year under age 55.
- d. The employee pension contribution shall be nine percent (9%) of salary.

The parties agree that the City may make changes to the proposed second tier of plan benefits, provided the City agrees to discuss any subsequent changes/revisions to

the second tier pension plan benefits with the Union prior to implementation of those changes, but based on the additional consideration provided in this section, as described below, the parties agree that any such changes may be made by the City without the requirement of any additional ratification vote by the members.

In exchange for the agreement to allow the City the discretionary option to create this new second tier of pension benefits as provided herein, the parties have also agreed that in the event the City, in its sole discretion, decides to move forward with the above second tier benefit changes, or a revised version of the second tier benefit changes and such changes are approved by the Division of Retirement and implemented through a change to the pension plan ordinance, then the City agrees that it will also then amend the pension plan ordinance effective on the same date the second tier benefits become effective, so that the employee pension contribution rate for employees hired before that effective date (what will then become the first tier employees), will be decreased from the current contribution rate of ten and sixty-three one hundredths percent (10.63%) to nine and ninety-five one hundredths percent (9.95%).

The parties also agree that in the event the City decides, in its sole discretion, not to adopt the second tier benefit changes, or if the Florida Division of Retirement determines that the second tier benefit changes as determined by the City will result in the loss of Chapter 175 premium tax revenues, then the current employee contribution rate shall not be changed.

SECTION 15.8 The Union accepts and agrees to all of the terms set forth in the Settlement Agreement (Appendix B to this Agreement). The parties agree, however, that the Settlement Agreement shall not be subject to the grievance/arbitration procedure of this *Agreement*. In the event the Settlement Agreement becomes inoperative or is invalidated, in whole or in part, for any reason, the wages, hours, benefits, and terms and conditions of employment of active bargaining unit employees shall revert to those in effect on September 30, 2010.

SECTION 15.9 Except as provided in Section 15.2 (for the extension of DROP to employees who are currently in DROP) and in Section 15.5 (concerning application of the COLA increase to members who began receiving normal retirement benefits directly

or through the DROP on or after October 1, 2010), to be eligible for any of the pension benefit enhancements for current employees provided in this Article, the employee must be actively employed by the City on the date this Agreement is ratified by both parties and on the effective date of the benefit, and must thereafter retire or enter the DROP.

SECTION 15.10

(a) The parties acknowledge that there may be changes in state laws affecting the City's fire pension plan during the term of this *Agreement*. Should such legislation become law while this *Agreement* is in effect (including any time periods after contract expiration but prior to a successor agreement becoming effective), regardless of the effective date of the legislation, or if the Firefighters' Pension Board takes formal action to use the income from the Chapter 175 premium tax for any purpose other than funding the benefits in the existing pension plan, as amended by this Article, it is agreed that the City may reopen any provisions of this *Agreement* for negotiations. Re-opener negotiations shall commence upon the City's request, and the parties agree to meet and negotiate the issues raised by the City within two (2) weeks following a request from the City for such negotiations. Re-opener negotiations will be limited to the items raised by the City. If negotiations reach an impasse, the impasse will be resolved utilizing statutory impasse resolution procedures. The City may proceed to impasse on re-opener issues even if collective bargaining negotiations on other issues are ongoing.

(b) In the event that state legislative, administrative or court action requires a change in pension benefits that results in an increase in the City contribution to the plan, the increased City contribution shall be offset by an equal amount of additional Chapter 175 premium tax revenues (above the amount received in 1998), that are over and above the amount of premium tax revenues needed to fund the then current level of benefits (including any changes required by state action). If the amount of additional premium tax revenues is not sufficient to offset the increase in the City contribution, the balance of the increase shall be made up through increased employee contributions or a prospective adjustment in benefits, as determined by the pension board. In no event will the City contribution be increased due to state legislative, administrative or court action.

SECTION 15.11 Chapter 175 Premium Tax Revenues

- A. It is acknowledged that all premium tax revenues received by the City in the past, up through September 30, 2010, are eligible for use by the City to offset City contribution requirements. Any premium tax revenues eligible for use that have not already been used to offset contribution requirements may be used by City in any future year as it sees fit in managing the financing of the pension plan.
- B. All premium tax revenues received during each fiscal year beginning on or after October 1, 2010 up to the “Adjusted Base Amount” shall be used to reduce the City’s required contribution to the pension fund, where Adjusted Base Amount means the sum of the total amount of premium tax revenues received in 1998 (base year amount) plus the cost of all minimum benefits implemented since March 1, 1999 and all extra benefits implemented on and after that date (including the benefit enhancements provided in Sections 15.2, and 15.5, above, and any reduction in otherwise applicable employee contributions through increases in or elimination of the cost-sharing threshold).
- C. Any premium tax revenues received during fiscal years beginning on and after October 1, 2010 in excess of the adjusted base amount shall be held in a reserve account in the pension fund, and shall be used to provide future extra benefits that are negotiated by the parties.

ARTICLE 16

BEREAVEMENT LEAVE

SECTION 16.1 Shift employees covered by this *Agreement* shall be granted, with approval of the Fire Chief or designee(s), immediate bereavement leave of one (1) shift within the State of Florida, and two (2) shifts outside of the State of Florida, with pay, in order to attend the service in the event of a death in the employee's immediate family. Non-shift employees covered by this *Agreement* will be granted, with approval of the Fire Chief or designee(s), immediate bereavement leave of three (8 hour) days within the State of Florida, and five (8 hour) days outside of the State of Florida, with pay, in order to attend the funeral in the event of a death in the employee's immediate family. If, in the event that additional time is required, the Fire Chief or designee(s) may approve a request for the additional time and charge it to the other accrued time the employee may have i.e., annual leave or compensatory time.

SECTION 16.2 The employee's immediate family shall be defined as the employee's spouse, father, mother, step-parents, son, daughter, step-children, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandfather, grandfather-in-law, grandmother, grandmother-in-law, grandchildren, or any relative living with the employee as dependents.

The City reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work. Acceptable documentation will include a copy of the death certificate, an obituary from a newspaper that has the employee's name and specifically describes the "immediate family" relationship between the deceased and the employee (must be original, with name of newspaper and date, not a photocopy), or other similar original documentation deemed acceptable by the City. The employee must also submit a City funeral leave form certifying that such leave meets the requirements of this Article.

ARTICLE 17

EDUCATION

SECTION 17.1 The City and the Union agree the Tuition Refund Program attached as Appendix A to this *Agreement* is incorporated by reference. Employees who attend technical training courses may be reimbursed up to the full amount of the tuition paid for the course from the Fire Department's training budget for such courses (subject to availability of funds in that budget), provided that in order to receive any reimbursement the employee must obtain from the Fire Chief or designee, written pre-approval to attend the technical training course and that the tuition will be paid by the Fire Department. Approval for attendance at a course and the payment of the tuition will be discretionary decisions of the Fire Chief, which shall not be grievable.

SECTION 17.2 Employees shall be compensated in the following manner:

EMT	5% of base pay
Paramedic	12.5% of base pay (non-cumulative)
Paramedic I	15% of base pay (non-cumulative)

Any bargaining unit employee who was hired after October 1, 1997 and who was or who later became (or who becomes in the future) a state certified firefighter paramedic must maintain that certification.

SECTION 17.3 Newly trained Paramedics shall qualify for Paramedic I status within two (2) years of certification or revert to EMT pay status.

SECTION 17.4 All employees will be required to maintain current certification as an EMT and/or Paramedic, whichever is applicable in order to receive incentive pay.

SECTION 17.5 The City agrees that if, during the term of this *Agreement*, the Florida Statutes require additional education for eligibility to become an officer, and if existing officers are not exempted from these additional requirements, all tuition and books shall be reimbursed as provided in the Tuition Refund Program.

SECTION 17.6 The City will pay the following educational incentive pay for the term of this *Agreement*.

- (A) Firefighter personnel as defined in Chapter 633.382(1)(b), Florida Statute, and who possess a Fire Science Certificate or a Fire Officer I Certificate will receive educational incentive pay of \$35.00 per pay period; but employees who have both are eligible only for a maximum of \$35.00 per pay period.
- (B) Firefighter personnel as defined in Chapter 633.382(1)(b), Florida Statute, and who possess an "associate degree" as defined in Chapter 633.382(2)(a)1, Florida Statute will receive educational incentive pay of \$35.00 per pay period. Effective in the first full pay period after October 1, 2008, this amount will be increased to \$50.00 per pay period.
- (C) Firefighter personnel as defined in Chapter 633.382(1)(b), Florida Statute, and who possess a "bachelor's degree" as defined in Chapter 633.382(2)(a)2, Florida Statute will receive educational incentive pay of \$70.00 per pay period. Effective in the first full pay period after October 1, 2008, this amount will be increased to \$100.00 per pay period.
- (D) Firefighter personnel as defined in Chapter 633.382(1)(b), Florida Statute, and who possess an "associate degree" as defined in Chapter 633.382(2)1, Florida Statute, will receive \$11.54 weekly in accordance with Chapter 633.382(3)(a), Florida Statute.
- (E) Firefighter personnel as defined in Chapter 633.382(1)(b), Florida Statute, and who possess a "bachelor's degree" as defined in Chapter 633.382(2)(a)2, Florida Statute will receive \$25.38 weekly in accordance with Chapter 633.382(3)(b), Florida Statute. Employees receiving the \$25.38 weekly payment will not be entitled to receive the \$11.54 weekly payment provided in Section 17.8(D).
- (F) The parties agree to meet and discuss any changes to Section 633.382, Florida Statutes concerning educational incentives that are enacted during the term of this Agreement to determine if the statutory changes are mandatory or discretionary.

SECTION 17.7 The City will pay the following certification incentive pay:

- (A) The annual amount payable for each qualifying active certification shall be \$250.00, with a maximum amount payable annually in the amount of \$750.00 per employee.
- (B) The annual incentive payment will be payable in the first pay-check in December of each year, provided that the employee seeking payment must provide written proof of the active certification or the renewal of the certification, if applicable, to the Fire Chief no later than November 1st of the year in which payment is sought.
- (C) The certification incentive shall be payable for the following active certifications:
1. Haz-Mat
 2. Dive Rescue
 3. Technical Rescue (which can be met by obtaining one – but only one -- of the following: rope rescue, trench rescue, or confined space rescue (structural and/or building collapse), or VMR (vehicle machinery removal)).
 4. Fire Inspector
 5. Plans Examiner
 6. Arson Investigator
 7. Fire Service Instructor
 8. BLS Instructor
 9. ACLS Instructor
 10. PALS Instructor
 11. NFPA 1403 Live Fire Training
- (D) Provided, however, that employees who are assigned to the Special Response Team shall not be eligible for the Haz-Mat, Dive Rescue, and/or Technical Rescue certification incentives; and employees assigned to the Fire Life Safety Division shall not be eligible for the Fire Inspector and/or Plans Examiner certification incentives; and employees assigned to the Training Division shall not be eligible for any of the four Instructor

certifications or the Live Fire Training certification incentive (i.e., numbers 7-11 in Section 17.7 (C), above).

ARTICLE 18

HOURS OF DUTY

SECTION 18.1 The normal work week for shift employees covered by this *Agreement* will be an average of forty-eight (48) hours per week. Shift employees shall work twenty-four (24) hours on-duty followed by forty-eight (48) hours off-duty. Kelly Days will be a twenty-four (24) hour period off every seventh shift, thus achieving an average work week of forty-eight (48) hours.

SECTION 18.2 The Fire-Rescue Department currently has established a work schedule identifying normal duty hours for each day, Sunday through Saturday. Employees may be required to work outside of these duty hours due to operational needs or special circumstances (e.g., night drills, special details, special training sessions, emergencies, etc.). Employees will, of course, be required to respond to calls, emergencies, etc. at any time. It is agreed that the Fire Chief may, from time to time, change the normal duty hours provided only that he will give the Union at least thirty (30) calendar days advance notice of said change. On the City-designated holidays specified in Section 21.3, operational readiness will be the schedule. The current starting and ending hours (0800 to 0800) is a twenty-four (24) hour tour of duty. The City may change the tour of duty but the change cannot be implemented until after impact bargaining.

SECTION 18.3 When an employee works more than or less than an average forty-eight (48) hour week because of changes to Kelly day assignments, they shall be considered to have worked forty-eight (48) hours for pay purposes. Thus, the employees will receive no overtime pay nor will their pay be docked when Kelly day reassignments occur. The only exception to this is where overtime payments are required by the Fair Labor Standards Act (FLSA). For the purposes of this calculation, leave time will be considered as hours worked.

SECTION 18.4 The normal work week for non-shift employees covered by this *Agreement* will be forty (40) hours consisting of five (5) eight (8) hour days within

a pay period. The normal work day for day shift (8 hours) employees will commence at 0800 hours and end at 1600 hours, including a one hour paid lunch break. The Fire Chief may periodically schedule employees to work outside of their normal work hours. Except as stated in Section 18.5, any change in hours which is not intended to be temporary will be subject to impact bargaining.

SECTION 18.5 During the term of the 2010-2013 Agreement, the City agrees to meet with the Union and discuss the possible creation of a pilot program, on a trial basis, to use a work schedule made up of four 10 hour days per week for some or all non-shift employees, provided the pilot program includes mutually acceptable criteria for scheduling and manpower issues in each non-shift division or unit in which it may be used, and provided the Fire Chief maintains the sole and exclusive discretionary authority to discontinue the pilot program for some or all employees without further bargaining. The parties agree that when discussing the possible creation of a pilot program for this four 10 hour day work schedule, mutually acceptable adjustments may need to be made to certain Sections of this Agreement related to 8 hour work days for non-shift employees, such as Section 12.2 (use of sick leave by non-shift employees for a day missed), Section 16.1 (bereavement leave days used by non-shift employees), Section 18.4 (day shift start and end times and paid lunch), Section 19.2 (paid lunch and hours actually worked per week), Sections 21.3 and 21.4 (holiday time). The terms of this work schedule/pilot program, including any adjustments to the other Sections of this Agreement, shall be included in a Memorandum of Understanding which must be approved by the IAFF representative and the Fire Chief and the Personnel Director.

ARTICLE 19

OVERTIME

SECTION 19.1 Shift employees shall be paid at one and one-half (1-1/2) times their regular rate of pay for all hours assigned and worked in excess of their normally assigned shifts. For the purposes of this Article, all paid leave counts as hours worked for overtime pay purposes.

SECTION 19.2 Non-shift employees covered by this *Agreement* shall receive compensation at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours in a week. For the purpose of this Article, neither sick leave, annual leave, nor any other type of paid or unpaid leave, except bereavement leave and holiday time (under Section 21.3), will count toward hours worked during a work week for overtime pay purposes. Except as provided in this Section and in Section 25.4, under no circumstances is an employee entitled to overtime unless he actually works more than 40 hours in a work week. For example, if an employee works 35 hours per week and gets paid for 40 hours because of a one hour paid lunch, that employee would be paid at a straight time rate of pay for all hours of "overtime" worked from hour 35 through 40. In other words, paid lunches are not considered as hours worked, and, therefore, only after working 40 hours would the employee be paid at the overtime rate.

SECTION 19.3 Employees covered by this *Agreement* may elect to receive compensatory time in lieu of overtime payments. In this event, compensatory time will be granted at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Employees may take the compensatory time, upon advance notice to the Fire Chief, provided there is sufficient manpower available to permit the employee to utilize (compensatory) time off work. Except as provided in Article 25.4 for Fire Inspectors, employees may accumulate compensatory time up to, but not to exceed, seventy-two (72) hours. Compensatory time must be taken in no less than twenty-four (24) hour increments for shift employees and in no less than one (1) hour increments for non-shift (8 hour) employees.

SECTION 19.4 For shift personnel, overtime will be offered in twelve (12) hour blocks when practicable. When overtime is needed on a twenty-four (24) hour shift, two (2) employees may fill the shift, one in the a.m. the second in the p.m.

ARTICLE 20

WAGES

SECTION 20.1 The salary ranges for the job classifications covered by this Agreement are attached at Appendix C to this *Agreement*.

SECTION 20.2 As noted in Appendix C, effective in the first full pay period after October 1, 2010, the value of each step of the salary range will remain unchanged but an additional pay step (2.5%) will be added to the salary ranges noted in Appendix C. Employees who were at the maximum step of the pay range prior to October 1, 2010, will be eligible to receive the additional single step merit increase to the new maximum step created in this Section effective on the employee's merit/anniversary date that falls between October 1, 2010 and September 30, 2011.

SECTION 20.3 As noted in Appendix C, effective in the first full pay period after October 1, 2011, the value of each step of the salary range will remain unchanged but an additional pay step (2.5%) will be added to the salary ranges noted in Appendix C. Employees who are at the maximum step of the pay range prior to October 1, 2011, will be eligible to receive an additional single step merit increase to the new maximum step noted in this Section effective on the employee's merit/anniversary date that falls between October 1, 2011 and September 30, 2012.

SECTION 20.4 As noted in Appendix C, effective in the first full pay period after October 1, 2012, the value of each step of the salary range will remain unchanged but an additional pay step (2.5%) will be added to the salary ranges noted in Appendix C. Employees who are at the maximum step of the pay range prior to October 1, 2012, will be eligible to receive an additional single step merit increase to the new maximum step noted in this Section effective on the employee's merit/anniversary date that falls between October 1, 2012 and September 30, 2013.

SECTION 20.5 Employees will be entitled to move to the next step on the pay plan based upon an annual written performance evaluation conducted on an employee's anniversary date. Employees will advance to the next applicable step(s)

provided they receive a "satisfactory" performance evaluation. Except for the single step increases provided above in Sections 20.2, 20.3 and 20.4 of the 2010-2013 Agreement, effective on each employee's merit/anniversary date that fell on or after October 1, 2004, the single step (2.5%) merit increases was changed to double step (5%) merit increases, provided that no employee may exceed the maximum step of his/her pay range. For the effective date of a merit increase: (1) if the employee's pay anniversary date falls in the first week of a pay period, the effective date of the merit increase shall be the beginning of that pay period. (2) If the employee's pay anniversary date falls in the second week of the pay period, the effective date of the merit increase shall be the beginning of the following pay period. However, in no event will any employee advance higher than the maximum step within the salary range. Employees who reach the maximum step within their salary range will be entitled to advance only when negotiated across-the-board raises, if any, raise the "value" of the next highest step.

SECTION 20.6 If an employee is promoted to a bargaining unit position, and if his actual pay anniversary date for a merit increase is within the next sixty (60) days, the newly promoted employee will be given credit for his merit increase and then will be given the pay increase for the promotion.

SECTION 20.7 Employees who are assigned to work a permanent non-shift forty (40) hour position shall be compensated with seven and one-half percent (7.5%) of base pay while assigned to the non-shift position.

SECTION 20.8 As noted in Appendix C, the steps in the salary ranges will be as follows:

A. As noted in Section 20.2, effective in October 2010:

Firefighter I:	38-54
Fire Inspector	38-57
Driver Operator:	44-57
Rescue Lieutenant:	46-59
Fire Captain:	50-63

B. As noted in Section 20.3, effective in October 2011:

Firefighter I:	38-55
Fire Inspector	38-58
Driver Operator:	44-58

Rescue Lieutenant: 46-60
Fire Captain: 50-64

C. As noted in Section 20.4, effective in October 2012:

Firefighter I: 38-56
Fire Inspector 38-59
Driver Operator: 44-59
Rescue Lieutenant: 46-61
Fire Captain: 50-65

SECTION 20.9 Employees assigned by the Fire Chief to perform the duties of the EMS Shift Supervisor on each shift will be paid an assignment pay of five percent (5%) of the assigned employees' base pay while the employee is actually working and performing the duties and responsibilities of the EMS Shift Supervisor assignment. The duties and responsibilities of the EMS Shift Supervisor assignment will be determined by the Fire Chief, and the employees will be selected and/or removed from the assignment in the sole and exclusive discretion of the Fire Chief or designee. The Fire Chief's decision to assign or remove an employee to/from the EMS Shift Supervisor assignment is not grievable.

SECTION 20.10 Effective in the first full pay period after the 2010-2013 Agreement is ratified by both parties, an assignment pay of \$7.50 per week shall be paid to employees assigned by the Fire Chief to Honor Guard duties, the Swat Medic Team, and the Dive Team.

SECTION 20.11 The salary payments reflected in this Article shall be reduced by each employee's pro-rata share of the attorneys' fees and costs expended by the Firefighter's Pension Board of Trustees in connection with any legal action brought by the Board of Trustees against the City, in which the City is the prevailing party. The total amount of attorneys' fees and costs shall be determined immediately upon the conclusion of such legal action, and each employee's pro-rata share shall be deducted from the employee's salary in an equal installment each pay period, over the following twelve months.

ARTICLE 21

HOLIDAYS

SECTION 21.1 The parties have discontinued the practice of designated paid holidays for shift employees. Instead, shift employees covered by this *Agreement* will receive pay (at their base rate of pay and, effective in the first payment after the 2010-2013 Agreement is ratified by both parties, the Paramedic/EMT supplemental pay provided for in Article 17.2) for twelve (12) non-designated holidays per calendar year (144 hours). Employees will be paid for six (6) holidays (72 hours) the first pay period after May 15th each year. Employees will be paid for the remaining six (6) holidays (72 hours) the first pay period after November 15th each year. For new employees or for employees who have one month or more of unpaid leave, their holiday pay will be adjusted on a pro rata basis.

SECTION 21.2 Employees may elect to receive accrued annual leave in lieu of some or all of the non-designated holiday payments provided in each payment cycle under Section 21.1. To exercise this option, an employee must timely submit a written request to the Finance Department that specifies the amount of hours the employee wants to receive as accrued annual leave (which must be in full hourly increments) in lieu of the same value/amount of the non-designated holiday payment. Such written requests must be received by the Finance Department no later than April 15th and/or October 15th (or the first business day thereafter if the 15th falls on a weekend or holiday) to be eligible for selection of this option during each non-designated holiday payment cycle. Absent a timely written request, the applicable non-designated holiday payment will be made to each employee in each payment cycle.

SECTION 21.3 Non-shift employees covered by this *Agreement* shall be entitled to utilize three (3) Floating Holidays each fiscal year. The holidays may be observed on any regularly scheduled work day that is mutually convenient to the employee and his/her supervisor.

The Fire Chief (or designee) may require up to two (2) weeks advance notice of the date the employee intends to utilize the floating holidays. The holidays must be taken within the fiscal year in which they are accrued or they will be forfeited (i.e., they cannot be accumulated from year to year). However, the unused floating holiday will not be forfeited if the City, in its discretion, determines that the employee made repeated good faith efforts to utilize said floating holiday prior to the end of the fiscal year but those requests were denied for manpower reasons. Only those employees with twenty-six (26) weeks of City service are eligible.

SECTION 21.4 Subject to restrictions contained herein, the following legal holidays will be observed with the non-shift employee receiving compensation at his regular rate of pay:

New Year's Day	Memorial Day	Fourth of July
Martin Luther King Day	Labor Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Day

SECTION 21.5 Where a holiday falls on the weekend, the non-shift employee shall receive, to replace that holiday, the Monday following the weekend holiday or the last working day prior to the holiday. For any Department scheduled on a seven-day operation, the Personnel Director shall designate the date to be taken off in lieu of said weekend holiday. When a non-shift employee is required to work on a designated holiday, in addition to his or her regular day's pay, he or she shall receive (8) hours of annual leave credited to the employee's annual leave accruals. When a non-shift employee works less than a full day on a designated holiday, the annual leave credit will be on a pro rata basis.

SECTION 21.6 To be eligible for holiday pay, a non-shift employee must be in pay status for a full day on his assigned work days that immediately proceed and immediately follow the day, and on the actual day on which the holiday is observed. For the purpose of this section, an employee on sick leave or emergency annual leave will not be considered to be "in pay status" unless the employee, immediately upon returning to work produces a doctor's note for the period of sick leave. Any shift employee who fails to provide a doctor's note justifying the use of sick leave or emergency annual leave on his normally scheduled work shift that falls on the day of a

holiday (as defined in Section 21.3), or on the day before or the day after a defined holiday, shall forfeit a pro-rata portion of the employee's holiday pay check (i.e., 12 hours per each holiday at issue). Provided, however, that forfeiture of holiday pay under this section will not preclude other employment action, including disciplinary action, if appropriate. However, the Personnel Director may, under extenuating circumstances and upon recommendation of the Fire Chief, make an exception to the rule that an employee on sick leave or emergency annual leave must produce a doctor's note to be eligible for holiday pay.

SECTION 21.7 From time to time employees may be transferred from shift to non-shift status or from non-shift to shift status. In such cases, "holiday pay" will be adjusted on a pro rata basis, if appropriate. However, it is agreed that no employee will receive more than a total of twelve (12) paid holidays; recognized holidays off with pay; and/or floating holidays.

ARTICLE 22

LAY-OFF AND RECALL

SECTION 22.1 In the event the City determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and non-discriminatory standards which: (1) shall not be arbitrary or capricious; (2) shall not deprive employees of other rights conferred by this *Agreement* or the Laws of Florida or of the United States; and (3) will be capable of uniform application.

SECTION 22.2 Lay-off will be in reverse order of seniority within each rank. An employee (including employees from the Battalion Chief's bargaining unit) may bump a less senior employee in a lower rank which the bumping employee has held permanent status in provided that the employee retained is qualified, certified, and physically able to perform the job remaining to be performed. An employee who accepts a lower-paid position shall retain his rate of pay unless it exceeds the highest rate for the new class, in which case he/she will be paid the top of the lower rate.

SECTION 22.3 If a vacancy occurs in a bargaining unit position, including newly-created positions, laid-off employees who hold proper certification, qualifications and the physical ability to perform the duties of the position in question, will be recalled in reverse order of the lay-off. All provisions of recall shall be based on seniority within the rank of the vacancy.

SECTION 22.4 The provisions of this Article will apply only to those employees who have been laid-off for no more than two (2) years continually.

SECTION 22.5 An employee on lay-off status does not accrue seniority, but does retain his accumulated seniority for two (2) years, or until recall, whichever occurs first. If recalled, the employee begins to accrue seniority.

ARTICLE 23

MANAGEMENT RIGHTS

SECTION 23.1 The Union and its members recognize and agree that the City has the sole and exclusive right to operate and manage any and all of its operations, including its Fire-Rescue Department. Accordingly, but not by way of limitation, the City specifically reserves the sole and exclusive right(s) to:

- (A) decide the scope of service to be performed and the method of service;
- (B) hire and/or otherwise determine the criteria and standards of selection for employment;
- (C) fire, demote, suspend or otherwise discipline for just cause;
- (D) promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit subject only to contrary provisions contained in this *Agreement* covering the issue of promotion;
- (E) transfer employees from location to location and from time to time;
- (F) lay off and/or relieve employees from duty due to lack of work or any other legitimate reason;
- (G) rehire employees;
- (H) determine the starting and quitting time and the number of hours and shifts to be worked including the need for overtime work, subject only to contrary provisions in this *Agreement*;
- (I) determine the allocation and content of job classifications;
- (J) formulate and/or amend job descriptions;
- (K) merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- (L) contract and/or subcontract any existing or future work for any reason so long as it is not motivated by anti-union animus;
- (M) expand, reduce, alter, combine, assign, or cease any job;

- (N) determine whether and to what extent the work required in its operation shall be performed by employees covered by this *Agreement*;
- (O) control the use of equipment and property by the City;
- (P) determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof;
- (Q) schedule and assign the work to the employees and determine the size and composition of the work force;
- (R) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- (S) take whatever action may be necessary to carry out the mission and responsibility of the City, and specifically the Fire-Rescue Department, in unusual and/or emergency situations;
- (T) formulate, amend, revise and implement policy, procedures and rules and regulations, provided however, that such formulation, amendment, revision and/or implementation is neither arbitrary nor capricious;
- (U) establish, amend, revise and implement any programs and/or procedures;
- (V) require employees to observe and obey the City's and Fire-Rescue Department's policies, procedures, ordinances, resolutions, rules and regulations.

SECTION 23.2 The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this *Agreement* are retained by the City, except as specifically abridged, delegated, granted or modified by this *Agreement*.

SECTION 23.3 The Union and the City jointly recognize the need to perform maximum fire service at minimum cost, and the difficult problem facing the Fire-Rescue Department in attaining this, and hereby agree that in the best interest of both, that the employees of the Fire-Rescue Department will be best served by attaining maximum efficiency and productivity. Therefore, the parties hereto agree

to use their best efforts to create and maintain an atmosphere in which every department employee's efforts are aimed toward these objectives and will cooperate to these ends.

ARTICLE 24

NON-DISCRIMINATION

SECTION 24.1 No employee covered by this *Agreement* will be discriminated against by the City or by the Union with respect to any job benefits or other conditions or employment accruing from this *Agreement* because of Union membership, non-membership in the Union, race, color, sex, creed, national origin, marital status, disability, or political affiliation.

ARTICLE 25

CALL BACK

SECTION 25.1 In the event a shift employee is called back to work after the completion of his regular shift, he will receive a minimum of four (4) hours call back pay at one and one-half (1-1/2) times his regular rate of pay. In the event a non-shift employee is called back to work after the completion of his regular working hours, he will receive a minimum of three (3) hours call back pay at one and one-half (1-1/2) times his regular rate of pay.

SECTION 25.2 An employee will not be entitled to call back pay if he is ordered to commence work before or after his scheduled starting or quitting time if the employee is already in or at the Fire Station or work location at the time they are ordered to commence work.

SECTION 25.3 When the Department provides at least seven (7) days advance notice, shift employees who are scheduled for work outside of a regularly scheduled work shift, shall not be entitled to any minimum call back pay, but will be paid for the hours actually worked at one and one-half (1-1/2) times his regular rate of pay.

SECTION 25.4 When a non-shift Fire Inspector from the Fire Life Safety Division is assigned to conduct a fire safety inspection at a commercial property before or after the employee's normal work day, at a starting time that is a minimum of one-half hour (30 minutes) before or after the Fire Inspector's regularly assigned work day, then the non-shift Fire Inspector will be paid for performing that fire safety inspection for the hours actually worked before or after the regular work day at one and one-half (1-1/2) times the employee's regular rate of pay, and effective on the same date the Call Back pay provisions for non-shift employees in this Article will no longer apply to such inspections. All accrued compensatory time of all Fire Inspectors shall be paid out at the employees' current hourly rate before any future pay increase is implemented for any such employee to ensure that compensatory time shall be paid out at the same hourly rate at which it was earned.

ARTICLE 26

WORKING OUT OF CLASSIFICATION

SECTION 26.1 Any employee covered by this *Agreement* who is designated by the Fire Chief or designee(s) to be temporarily assigned to perform the duties of a position or rank above that which he presently holds for a period of time in excess of two (2) hours will receive the hourly starting pay for that rank, plus any incentives he currently enjoys, but in no event will this compensation be less than five percent (5%) above the employee's current base salary as defined in this *Agreement*.

SECTION 26.2 Any employee temporarily assigned to a lower paying classification will receive his original rate of pay and shall not suffer any loss of pay as a result of such reassignment.

ARTICLE 27

ANNUAL LEAVE

SECTION 27.1 The Fire Chief or designee(s) will attempt to comply with the employees' preference for scheduling annual leave. In scheduling vacations the Fire Chief or designee(s) will give preference to the most senior employee's request. However, the Fire Chief or designee(s) may deny an employee's request to utilize annual leave based upon operational and/or staffing needs. Employees will be allowed to bid their vacation throughout the entire year in increments of complete shifts.

SECTION 27.2 Employees earn annual leave according to the following schedule:

<u>Completed Years of Service</u> (Shift employees)	<u>Amount of Annual Leave</u> (Non shift employees)
1 month through 60 months	120 Hours
61 months through 120 months.....	168 Hours
121 months through 180 months.....	216 Hours
181 months of service or longer	264 Hours

Effective in the first full pay period after the 2010-2013 Agreement is ratified, the non-shift annual leave accrual schedule shall be changed as follows:

1 month through 60 months	96 Hours
61 months through 120 months.....	136 Hours
121 months through 180 months.....	176 Hours
181 months of service or longer	216 Hours

SECTION 27.3 Annual leave pay will be computed on the employee's regular rate of pay.

SECTION 27.4 Annual leave may not be taken during the probationary period. Thereafter, annual leave may be taken as it is earned. Annual leave shall be compensated when taken at the employee's regular rate of pay. Employees may

accumulate up to twelve (12) shifts of annual leave for shift employees or 240 hours of annual leave for non-shift employees. Annual leave in excess of these caps on the date of the close of the fiscal year (September 18, 2011, September 30, 2012; September 29, 2013) will automatically be forfeited. However, this excess annual leave will not be forfeited if the City, in its discretion, determines that the employee made repeated good faith efforts to utilize said leave prior to the close of the fiscal year but those requests were denied for manpower reasons.

SECTION 27.5 Vacations will be scheduled according to current Fire-Rescue Department practice. Should an employee request a change in his or her previously scheduled vacation, a written request for such change shall be submitted to the Fire Chief or designee(s), three (3) days prior to the original scheduled vacation date, and it is agreed that such requests will not be unreasonably denied.

SECTION 27.6 An employee will be permitted to request emergency annual leave (which shall be rounded to the nearest one-quarter hour when used) without providing the required advance notice (provided the employee provides as much advance notice as is possible) in order to care for the employee's sick spouse or child, or the employee's parent who is domiciled in the employee's home, provided that no other person is able to care for such persons. A doctor's note justifying the illness or injury or other proof of the emergency, and/or proof that no other person is able to care for the sick spouse, child, or parent may be requested by the Fire Chief or designee(s) if an employee has been found abusing the use of emergency annual leave. The Fire Chief or designee(s) shall work with a representative of Local 3080 on combating unit employees from abusing the use of emergency annual leave.

SECTION 27.7 Subject to approval of the Battalion Chief, and based upon operational needs and staffing levels, personnel may request annual leave in four (4) hour increments (i.e., 4, 8, or 16 hours), to attend an educational or training course, such permission can only be sought and approved on the shift on which the time is to be taken.

SECTION 27.8 In the event that a permanent employee retires, resigns, or is terminated, said employee will be paid for all accrued but unused annual leave at his

or her base rate of pay. In case of death, such payment will be made to the employee's estate and/or designated beneficiary.

SECTION 27.9 Employees may donate annual leave (on an hour for hour basis) to any bargaining unit member who is on Family Leave and in need of "extra time off" due to a serious illness or injury of the employee, spouse, child or parent.

SECTION 27.10 Employees will be allowed, one time each year, the option of receiving a cash payment of 100% for up to fifty-eight (58) hours (shift employees) or up to forty-eight (48) hours (non-shift employees) of accrued annual leave (which, effective in September of 2008, will increase to up to seventy-two (72) hours for shift employees and to sixty (60) hours for non-shift employees), provided however, that no such cash payments shall be paid to the extent that such cash payment will cause the employee's accrued annual leave bank to fall below ninety-six (96) hours (for shift employees) or eighty (80) hours (for non-shift employees) as of the first pay-period before September 15th of each year. In order to elect this cash payment, the employee must submit a written request to the payroll department no later than September 1st of each year. Payments will be made in the first pay period after September 15th each year.

ARTICLE 28

UNIFORMS

SECTION 28.1 The City's existing practice of providing and/or maintaining uniforms shall remain in effect during the term of this *Agreement* for shift and non-shift employees.

SECTION 28.2 For purposes of this Article, the following list of items shall be provided to employees hired after the effective date of this *Agreement*:

<u>ITEM</u>	<u>SHIFT</u>	<u>STAFF</u>	<u>ITEM</u>	<u>SHIFT</u>	<u>STAFF</u>
Bunker Coat	1	1	Radio Belt Clip	1	1
Bunker Pants	1	1	Rain Gear (set)	1	1
Bunker Pants			Safety Shoes	1	1
Suspenders	1	1	Uniform Badge	1	1
Helmet	1	1	Uniform Name Plate	1	1
Fire Hood	1	1	Uniform Golf Shirt	1	5
Jumpsuit	1	1	Bed sheets (pair)	2	0
Fire Gloves (pair)	1	1	Pillow case	1	0
Fire Boots (pair)	1	1	SCBA Mask	1	1
Uniform Pants	2	5			
Uniform Shirts	4	5			
Uniform T-shirts	2	5			
Long Sleeve T-shirts	2	2			
Leather Belt	1	1			
Winter Jacket	1	1			
Shorts	2	1			
Baseball Cap	1	1			

For items not previously provided by the City, these items will be provided within a reasonable period following ratification by both parties.

SECTION 28.3 The City shall replace protective clothing, equipment and uniform components issued by the City, when said items become worn or damaged. If an employee loses, misplaces or damages through intentional misuse his gear or clothing, the employee shall replace same at his cost.

SECTION 28.4 Employees will receive a uniform allowance of \$200.00, and it will be paid in the first paycheck issued during the month of December.

SECTION 28.5 In the event an employee's prescription eyeglasses or wristwatch are damaged or destroyed as a result of the employee responding to an emergency fire/rescue operation or when the employee is participating in a training activity scheduled by the department (excluding any recreational activity), not to include normal wear and tear and through no fault or negligence of the employee, the City agrees to reimburse employees for the costs to repair or replace these items. Reimbursement will be limited to \$50.00 for watches and \$150.00 for prescription eyeglasses. In addition, the written request for repair or replacement must be submitted within thirty (30) days of the date of the occurrence.

ARTICLE 29

WORK STOPPAGES

SECTION 29.1 The Union agrees that, under no circumstances, shall there be any work stoppages, strike, sympathy strike, safety strike, walkout, sit-down, stay-in, or any other concerted failure or refusal to perform assigned work for any reason whatsoever, or picketing and furtherance of any of the above-prohibited activities. Further, no bargaining unit personnel shall refuse to cross any picket line at any location, whether the picketing is being engaged in by the Union or any other employee organization or union, nor shall any bargaining unit personnel refuse to cross any picket line if it would cause him to either stop or delay the employee from reporting to work and/or it in any way hinders or prevents an employee from carrying out his job duties.

SECTION 29.2 The Union recognizes that the City shall retain the right to discharge or otherwise discipline some or all of the employees participating in or promoting any of the activities enumerated in Section 29.1, above.

SECTION 29.3 For the purposes of this Article, it is agreed that the Union shall be responsible and liable for any act(s) committed by its officers, agents, and/or representatives, which are in violation of Section 29.1, above, unless the Union immediately disavows such activity and takes affirmative steps to end such activity.

ARTICLE 30

PROBATION

SECTION 30.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his/her position, and for "separating" employees whose performance does not meet the required standards.

SECTION 30.2 The standard probationary period for all new employees shall commence on the date that the employee begins working for the Fire-Rescue Department as a paid full-time state certified Firefighter, and shall continue until the employee actually works 110 shifts. After the employee works the 110th shift, the Personnel Director shall either: (1) approve, in writing, retention of the employee, at which time the employee shall be granted permanent status; or (2) in the event the Personnel Director shall fail to approve retention of the employee, the employee shall automatically be separated from employment with the City, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure contained herein.

SECTION 30.3 During the above-described probationary period, annual leave shall accrue to the employee's benefit, but may not be taken until after the beginning of the second year of continuous employment with the Fire-Rescue Department.

SECTION 30.4 During the above-described probationary period, the employee may be reprimanded, discharged and/or otherwise disciplined for any reason (except union activity) and it is also agreed that the provisions of the grievance procedure, shall not be available as it relates to discipline or dismissal; however, the above said employee shall have access to the grievance procedure as it relates to any other matter.

SECTION 30.5 No probationary employee shall be evaluated more than four (4) times during his or her probation, i.e., once every three (3) months.

SECTION 30.6 In the event an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of twelve (12) months (of continuous employment) from the date of promotion. Upon the expiration of said time period, the Personnel Director may approve retention of the employee in the position to which he was promoted. In the event the Personnel Director fails to approve retention, the employee shall automatically revert to his or her former classification from which he or she has been promoted. Such reversion may be appealed through the grievance/arbitration procedure contained in this *Agreement*. However, the arbitrator may not reverse or modify the City's action unless he determines that the City acted arbitrarily and capriciously.

ARTICLE 31

CREATION OF NEW POSITIONS

SECTION 31.1 If, in the event a new job classification is created with the Fire-Rescue Department below the rank of Battalion Chief, the City and the Union will meet and negotiate for a salary for the new classification.

SECTION 31.2 This provision excludes departmental assignment of unit employees.

SECTION 31.3 The City has created the permanent classification of Fire Inspector, which the parties agree is at the same seniority level as the Firefighter I classification. Accordingly, the parties have agreed to cooperate and jointly/mutually seek approval from the Public Employees' Relations Commission (PERC) to correct the certification of the bargaining unit covered by this *Agreement* so that it will "include" the position of Fire Inspector.

ARTICLE 32

JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

SECTION 32.1 The parties agree to comply with all applicable Federal, State, County and City laws, rules and regulations pertaining to safety and health or to protective clothing and emergency apparatus.

SECTION 32.2 Both parties agree to continue their departmental safety committee to consider safety and health related issues. The committee shall adopt its own operational rules of procedures. The committee shall consist of six members; three (3) appointed by the Union and three (3) by the Fire-Rescue Department. Meetings shall be called no less than quarterly. The committee shall select its chairman.

SECTION 32.3 The above referenced committee will be responsible for;

- (A) Reviewing and analyzing all reports of accidents, deaths, injuries and illnesses. It will investigate these cases, and recommend rules and procedures for the promotion of health and safety among firefighters.
- (B) The committee will make periodic inspections of Fire-Rescue Department facilities on a quarterly basis or by special request.
- (C) The committee will keep minutes of each meeting and a written report of accidents, injuries and illnesses. These reports will be maintained by the Fire-Rescue Department and shall be made available to all committee members.

SECTION 32.4 The issues covered by the committee shall, after resolution by the committee, be forwarded to the Fire Chief. The committee's recommendation shall be advisory only. Final action on the committee's recommendation shall rest with the City.

SECTION 32.5 The parties agree to establish a "wellness committee" comprised of three (3) bargaining unit members selected by the Union, three (3)

persons selected by the City, and the Risk Manager or a designee. The committee will make non-binding recommendations to the Fire Chief.

ARTICLE 33

JURY DUTY

SECTION 33.1 An employee shall receive his full salary at his regular rate of pay while on jury duty if said jury duty occurs on a normally scheduled day/shift. The employee shall return any money received to the City. It is the responsibility of the employee to notify his Battalion Chief upon receipt of the jury duty notice and he shall provide a copy of the notice to the Battalion Chief. The City is not responsible for paying an employee for jury duty that occurs on a non-scheduled day/shift.

SECTION 33.2 A shift employee who is required to report to jury duty the morning after working a full shift will be sent home from work at 8:00 P.M. so that the employee may be rested when he or she reports for jury duty.

SECTION 33.3 An employee who is on jury duty will report back to duty for the remainder of his or her work day or shift when there is no jury duty scheduled for the following day. If the employee is required to return for jury duty the following day, the entire work day or shift will be considered jury duty leave.

ARTICLE 34

REQUIRED COURT APPEARANCES

SECTION 34.1 If an employee covered by this *Agreement* is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee will receive his full pay while so doing, with no loss of time, if he is on his regular duty shift. If the employee is not on duty, the City agrees to compensate that employee at one and one-half (1-1/2) times his regular rate of pay, for the actual time spent while so doing. Employees will be guaranteed a minimum of three (3) hours at one and one-half (1-1/2) times their regular rate of pay for such off-duty court appearances. Witness fees shall be returned to the City. As a prerequisite for payment to off-duty employees, the Fire-Rescue Department must be notified in writing of the off-duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

SECTION 34.2 An employee who is a character witness for a fellow employee who is a plaintiff in a civil suit against the City, will not be compensated by the City.

ARTICLE 35

RULES AND REGULATIONS

SECTION 35.1 The Fire-Rescue Department has established a management/labor committee consisting of six (6) members. Each party shall designate three (3) representatives. The committee shall be charged with the duty of reviewing the published Fire-Rescue Department Rules and Regulations and issuing advisory opinions to the Fire Chief. This committee shall meet at least quarterly. The committee may also serve as a “think tank” regarding matters of mutual concern between labor and management. Neither the Fire Department or the City shall be bound by the results of any discussions, studies or reports generated by said committee, but shall give serious consideration to suggested improvements or programs determined by the committee to be potentially beneficial to the morale, performance and financial management of the department.

SECTION 35.2 It is agreed and understood that the City and the Fire Department currently have rules, regulations, policies and procedures governing employment. The Union agrees that, consistent with Article 23, Section 23.1(T), (U) and (V), said rules, regulations, policies and procedures shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the Fire Chief and the City Manager (or designee), provided, however, that said new, amended, revised and implemented rule or regulation will be neither arbitrary nor capricious nor will it be in conflict with the provisions of this *Agreement*.

SECTION 35.3 The Fire Chief and the City Manager (or designee) shall provide a copy of any newly proposed rule, regulation, policy or procedure as well as any proposed amendment or revision to a rule, regulation, policy or procedure, to the Metro-Broward President or District Three Vice-President. Said rules, regulations, policies and procedures will be provided prior to their effective date, if possible. As provided in Section 35.2, above, the rules, regulations, policies and procedures will be formulated, amended, revised and implemented in the sole and exclusive discretion of the City. However, the Union may submit a written request to bargain

over the impact of the new and/or revised rule, regulation, policy or procedure, within thirty (30) calendar days from receipt of the proposed rule, regulation, policy or procedure. The City agrees that it will immediately participate in requested impact bargaining, provided that the effective date of the new and/or revised rule, regulation, policy or procedure will not be delayed until after the completion of impact bargaining. Failure of the Union to request impact bargaining within said thirty (30) calendar days shall constitute a waiver.

SECTION 35.4 It is agreed and understood that the Department will provide each member of the bargaining unit with a copy of Departmental Rules and Regulations, Policies and Procedures and formulate general orders formulated subsequent to the execution of this *Agreement*. The Department will distribute any such new departmental rules, regulations, policies and general orders to members within thirty (30) calendar days after formal adoption, or as soon as practical after that. Employees will sign for their copy of the rules, regulations, policies and procedures. Copies will be provided on computer disk.

ARTICLE 36

ENVIRONMENTAL CONDITIONS

SECTION 36.1 The City will continue its practice of providing the necessary cleaning materials for station maintenance. The City will also continue providing the necessary cooking items to each fire station. These items will include a coffee pot, pots, pans, plates, cups, utensils (knives, forks and spoons) in a quantity deemed appropriate by the City. Other items may be provided as deemed appropriate by the Fire Chief or designee in his discretion.

SECTION 36.2 The City agrees to advise the Union of its intention to plan new fire stations and/or to purchase new fire and rescue apparatus. The City will meet with the Union to discuss these items upon request. Any suggestions or comments submitted by the Union or individuals will be considered. The City is not bound by any such suggestions or comments.

ARTICLE 37

LONGEVITY

SECTION 37.1 Employees may receive additional pay step increments for continuous service with the City.

- (A) Bargaining unit employees who have completed ten (10) years of continuous (uninterrupted) City service will be eligible for an additional one (1) pay step (2.5%) increase. This additional pay step can be beyond the normal maximum rate. This step will be classified as Longevity Step 1.
- (B) Bargaining unit employees who have completed fifteen (15) years of continuous (uninterrupted) City service will be eligible for an additional one (1) pay step (2.5%) increase. This additional pay step can be beyond the normal maximum rate. This step will be classified as Longevity Step 2.
- (C) Bargaining unit employees who have completed twenty (20) years of continuous (uninterrupted) City service will be eligible for an additional one (1) pay step (2.5%) increase. This additional pay step can be beyond the normal maximum rate. This step will be classified as Longevity Step 3.

SECTION 37.2 There will be no retroactive payments made under this section. For payroll purposes (i.e., merit pay, longevity, etc.) service must be continuous, however, any unpaid leave of absence of thirty (30) calendar days (full or partial) or more, per calendar year, will toll an employee's continuous service and thus cause an adjustment to the anniversary date.

SECTION 37.3 For the effective date of a Longevity increase: (1) If the employee's anniversary date falls in the first week of a pay period, the effective date of the Longevity increase shall be the beginning of that pay period. (2) If the employee's anniversary date falls in the second week of the pay period, the effective date of the Longevity increase shall be the beginning of the following pay period.

ARTICLE 38

DRUG AND ALCOHOL TESTING

SECTION 38.1 The City and the Union recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.

SECTION 38.2 Using, selling, possessing or being under the influence of drugs or controlled substances is prohibited. "Under the influence" as used in this Article shall be defined as those amounts of drugs, alcohol or controlled substances which are specified within this Article and/or for which there are state statutory standards. Employees are further prohibited from consuming alcohol on duty and/or abusing alcohol off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions. The drug testing program procedures that are outlined in this Article are intended to meet the applicable guidelines set forth in the Florida's Drug-Free Workplace law (i.e., Sections 440.101 and 440.102, Florida Statutes, and related administrative regulations).

SECTION 38.3 The City shall apply the reasonable suspicion standard in ordering testing for drugs, alcohol or illegal substances. In addition, effective on October 1, 2008, the City has the right to randomly drug/alcohol test up to fifty percent (50%) of all bargaining unit employees each calendar year.

SECTION 38.4 Testing for drugs or illegal substances shall be done through a blood and/or urine analysis at the City's discretion. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing of the substance through blood samples provides substantially greater accuracy. Urine samples shall be collected under supervision of the medical laboratory personnel in the following manner:

1. Urine sample collection will be unwitnessed unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
2. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.
3. Employees may observe the labeling, sealing and packaging for routing of their urine samples by laboratory personnel.
4. The laboratory shall maintain a record of the "chain of custody" of urine specimens.

In the event a urine specimen is tested as positive under the drug testing screen, as specified below, a portion of that sample shall be subjected to gas chromatography/mass spectrophotometry [GC/MS] testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

SECTION 38.5 Drugs, their metabolites, alcohol and other substances for which the City will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, phencyclidine, and propoxyphene. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry ["GC/MS"]. Employees shall be required to document their legal drug and/or substance use, as defined above, within twenty-four (24) hours of their initial drug screening test. Test results shall be treated with the same confidentiality as other medical records. The standards to be used for employee drug testing are as follows:

DRUG TESTING STANDARDS

<u>Drug/Metabolite</u>	<u>Screening Test</u>	<u>Confirmation Test</u>
Amphetamines	1,000 ng/ML	500 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepines	300 ng/mL	150 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Cannabinoids	50 ng/mL	15 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates	2,000 ng/mL	2,000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	150 ng/mL
Methadone	300 ng/mL	150 ng/mL

A positive test for alcohol will be at or above 0.04g%. Other drugs and substances may be tested for by the City in its discretion. In that event, they will be tested at levels according to generally accepted toxicology standards.

SECTION 38.6 Effective on October 1, 2008, the drug testing program will be expanded to include testing for the presence of the following anabolic steroids and their metabolites:

Bolasterone	Methyltestosterone
Boldenone	Nandrolone
Clenbuterol	Norethandrolone
Clostebol	Oxandrolone
Danazol	Oxymesterone
Dehydrochloromethyletestosterone	
Dromonstanolone	Oxymetholone
Ethylestrenol	Probenecid
Fluoxymesterone	Stanozolol
Mesteronlone	Stenbolone
Methandienone	Testosterone
Methenolone	Trenbolone

The initial screening for each of the steroids and their metabolites will be at 10 ng/ml and the confirmation screening will be at 1 ng/ml.

SECTION 38.7 Each employee shall have the right to challenge the City's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.

SECTION 38.8 The City, in its discretion, may discipline an employee for drug and/or alcohol use/abuse and/or the City may choose to rehabilitate the employee. It is recognized that the City must make its determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for being under the influence of alcohol, drugs or illegal substances on a case-by-case basis. If the Union believes the City has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the Union may grieve the City's decision. In the event the City chooses to rehabilitate an employee, the City may place the employee on administrative leave without pay during the period of rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be immediately terminated. Also, in the event the City elects to rehabilitate an employee, the City is only obligated to offer rehabilitation to an employee one time and future "relapses" may be dealt with by immediate termination.

SECTION 38.9 It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the City may change its testing methods or procedures and the Union may challenge said change through the grievance procedure if it believes the City acted arbitrarily or capriciously.

SECTION 38.10 As a condition of continued employment for all employees hired on or after February 22, 2005, the parties agree that such employees are prohibited from any on or off duty smoking or other use of any tobacco products.

ARTICLE 39

SAFETY DAYS

SECTION 39.1 If an employee has not been involved in a chargeable accident between October 1st and September 30th, as determined by the City's Safety Committee, he or she shall have eight (8) hours added to the Annual Leave account (three (3) hours for non-shift employees).

SECTION 39.2 Employees hired after October 1st must wait until the following October 1st in order to begin accumulating time for the purpose of participating in this incentive. No time will be prorated for the purposes of this Article.

SECTION 39.3 Only employees who are regularly assigned by the Fire Chief to drive a City vehicle and operate said vehicle, are eligible for this benefit.

SECTION 39.4 All employees who operate City vehicles are required to immediately notify their supervisor if their driving privileges are suspended. An employee who fails to notify their supervisor of suspended driving privileges and continues to operate a City vehicle will be subject to disciplinary action up to, and including termination.

ARTICLE 40

REOPENER CLAUSE

SECTION 40.1 By mutual consent, this *Agreement* may be reopened with thirty (30) days notice to discuss specific issues which will be agreed upon mutually by both parties prior to commencement of negotiations.

ARTICLE 41

SAVINGS CLAUSE

SECTION 41.1 If any provisions of the *Agreement*, or the application of such provisions, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this *Agreement* shall remain in full force and effect. The parties, if requested, shall meet and negotiate, within fifteen (15) calendar days, a replacement provision. In the event of failure to reach an agreement, impasse procedures shall follow Florida Statutes, Chapter 447.

ARTICLE 42

LETTERS OF UNDERSTANDING

SECTION 42.1 It is understood and agreed that all prior Letters of Understanding which are not incorporated herein or attached to this *Agreement* are null and void.

ARTICLE 43

FAMILY MEDICAL LEAVE

SECTION 43.1 The Family Medical Leave Act of 1993 (FMLA) requires employers to provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for the City for at least one (1) year and for at least 1,250 hours of service over the previous 12 months. Employees must contact the Personnel Department to arrange for this type of leave. The required 12 weeks under FMLA will include any paid or unpaid leave taken. The twelve (12) FMLA weeks start with a "rolling" twelve (12) month period measured backward from the date the employee uses any FMLA leave.

SECTION 43.2 **BIRTH OF A CHILD** - Eligible employees (mother or father) may take up to twelve (12) weeks of leave for the birth of a child according to the FMLA. If both parents are employed by the City, a combined total of only twelve (12) weeks is available for the birth of a child. Upon further written request from the employee, the Personnel Director may, pursuant to Article 11, extend the leave (although it will not be FMLA leave) up to a maximum of one (1) year. In no case shall the total period of leave exceed twelve (12) months.

Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion or childbirth shall be treated the same as any other medical disability and may be charged against accrued paid sick leave. Except as provided in Section 43.5, sick leave may not be used for child care purposes. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holiday and annual leave accruals.

SECTION 43.3 Annual leave time, at the option of a bargaining unit member may be donated (on an hour for hour basis) to any other bargaining unit member for the birth of a child. However, the bargaining unit member must keep at least one (1) week of annual leave for their own personal use.

SECTION 43.4 **ADOPTION** - Adoption leave for eligible employees will be governed by the regulations of the FMLA. A leave of absence without pay may be

granted only after an employee has exhausted his or her floating holiday and annual leave accruals.

If an employee is not eligible for coverage under the FMLA, the Personnel Director may grant up to forty (40) hours unpaid leave to a mother or father upon the adoption of a child. If both parents are employed by the City, they may each be granted up to forty (40) hours. Employees should contact the Personnel Department to request Adoption Leave.

SECTION 43.5 CARING FOR A SPOUSE, CHILD OR PARENT - Leave to care for a spouse, child or parent with a serious medical condition will be governed by the regulations of the FMLA. The employee is required to furnish to the City, a medical certificate from a health care provider, that the employee is needed to care for a spouse, child or parent. For these FMLA qualifying purposes, effective on the date the 2007-2010 Agreement is ratified by both parties, shift employees may use up to 4 shifts (96 hours) of sick leave per fiscal year, and non-shift employees may use up to 80 hours of sick leave per fiscal year. A leave of absence without pay may be granted only after the employee has exhausted his or her floating holiday and annual leave accruals.

SECTION 43.6 AN EMPLOYEE'S SERIOUS HEALTH CONDITION - Leave requested for an eligible employee's own serious health condition will be governed by the regulations of the FMLA. Upon further written request from the employee, the Personnel Director may extend the leave up to a maximum of one (1) year. Sick leave may be used for the period of time that the employee is unable to work due to the serious health condition. The employee will be required to provide a medical certification from a health care provider, of the employee's inability to perform the essential functions of his or her position. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holiday and available sick leave and annual leave accruals.

SECTION 43.7 Any unpaid leave of absence of thirty (30) calendar days (full or partial) or more per calendar year will toll an employee's continuous service and thus cause an adjustment to the employee's anniversary date.

SECTION 43.8 No employee who is granted a leave of absence (with or without pay) may engage in work for profit during said leave without the express

permission of the City Manager. Employees on unpaid leave status shall not earn or accrue any benefits or seniority during the period of unpaid leave.

ARTICLE 44

EMPLOYEE ASSISTANCE PLAN (EAP)

SECTION 44.1 The City agrees to maintain an Employee Assistance Plan (EAP) available for use by bargaining unit employees.

ARTICLE 45

SPECIAL RESPONSE TEAM

SECTION 45.1 The Fire Chief shall appoint personnel to the special response team as he, in his sole and exclusive discretion, deems to be necessary. The Fire Chief's decision to appoint, not appoint, or remove an employee to/from the Special Response Team will not be grievable. Personnel appointed to the special response team shall be paid \$80.00 per pay period.

SECTION 45.2 After considering recommendations for minimum qualifications from team members, the Fire Chief shall determine the minimum qualifications for appointment to the Special Response Team. All prospective applicants for the team must have all certificates and qualifications, as determined by the Fire Chief, prior to applying for a position on the team. The application must be made in writing to the Fire Chief. The assignment to a position on the Special Operations Team will be evaluated annually.

SECTION 45.3 There will be a minimum of 30 personnel appointed to the Special Response Team

SECTION 45.4 All personnel on the Special Response Team who are hazardous materials technicians trained to 29 C.F.R. 1910.120 standards are to receive a medical exam in accordance with the requirements of 29 C.F.R. 1910.120.

ARTICLE 46

PROMOTIONS

SECTION 46.1 Promotional examinations for the position of Driver Operator, Rescue Lieutenant, and Fire Captain will be given approximately every two (2) years (unless a list is depleted or extended). The promotional examination for Rescue Lieutenant will be regularly conducted, whenever possible, in April of each odd numbered year, and the promotional examinations for Driver Operator and Captain will be regularly conducted, whenever possible, in April of each even numbered year. Unless the final results of an examination are delayed, the new promotional list will replace the prior list on a regularly scheduled date that follows each examination date. Promotional examinations may include, but are not limited to, any or all of the following components: a written examination, a practical demonstration of skills, an assessment center, and/or an oral review board.

SECTION 46.2 The City shall provide written notice of promotional examinations at least ninety (90) days in advance of the first component of the promotional examination process. Beginning with promotions posted during the second year (i.e., after October 1, 2011) after this 2010-2013 Agreement is ratified by both parties, this written notice period shall be increased to one hundred and twenty (120) days. The promotional examination announcement shall include the date(s) and location(s) of the examination components, the candidate eligibility criteria, and the source materials from which the written components of the examination will be constructed.

SECTION 46.3 The City shall select an eligible candidate to fill a promotional vacancy from a ranked promotional list created based upon the score(s) from the examination components. In deciding which eligible candidate to promote, the City, in its exclusive discretion, may select any one of the top five (5) names on the list. In the event that less than five names are on a promotional list, the Fire Chief may, in his exclusive discretion, declare the list depleted and begin a new promotional examination process.

SECTION 46.4 In the event that a promotional list is depleted (as set forth above in section 46.3) or exhausted, within six (6) months of the original expiration date of that list, then a replacement examination will be conducted to create a list that will take effect and remain in effect until the end of the next 2 year testing cycle for that position. If a promotional list is depleted or exhausted more than six (6) months before its normal expiration date, then the replacement promotional list will be used only for the remainder of the 2 year cycle for the original list.

SECTION 46.5 In the event a promotional candidate becomes unable to participate in a component of the promotional process due to an emergency (as determined by the Fire Chief after consultation with the Union), that candidate may be authorized by the Fire Chief, in his exclusive discretion, to participate and complete the remaining component(s) within three days of the original examination component date. The Fire Chief's decision to allow any such candidate to make up any missed component pursuant to this section shall not be subject to the grievance process.

ARTICLE 47

MILITARY LEAVE

SECTION 47.1 RESERVE TRAINING: Any employee who is a member of the Armed Forces or of the National Guard will be granted military leave not to exceed two hundred and forty (240) working hours every fiscal year after presentation of official orders and submission of a Leave Request. The employee shall receive pay for the number of working days, according to his or her regular work schedule.

SECTION 47.2 ACTIVE DUTY DURING PEACETIME: Employees who enlist in the Armed Forces during peacetime are not eligible for military leave. They are entitled to reemployment with the City within ninety (90) days of their release from active duty with an honorable discharge without loss of benefits or seniority.

SECTION 47.3 Any member of a Reserve component of the Armed Forces of the United States who enters upon active duty or whose active duty is extended during a period when the President is authorized to order units of the Ready Reserve or members of a Reserve component to active duty shall be eligible for military leave benefits (the first 30 days of any such leave of absence will be with pay).

SECTION 47.4 ACTIVE DUTY DURING WARTIME: An employee who enters the Armed Forces during a period of war between the United States and a foreign government or who is called to active duty in the Armed Forces or National Guard during wartime, shall be granted military leave for this period of military commitment. Upon presentation of official orders, such an employee shall receive pay for the number of working days, according to his or her regular work schedule occurring in the first 30 days of such leave.

ARTICLE 48

TERM OF AGREEMENT

This *Agreement* shall be in effect upon:

- (1) a majority vote of the bargaining unit members voting on the question of ratification; and
- (2) its ratification by an official ordinance by the City ratifying this *Agreement* and authorizing the Mayor to sign the *Agreement* on behalf of the City; and
- (3) upon being signed by the appropriate union representatives and the Mayor or designated representatives.

At least one-hundred fifty (150) days prior to the expiration date of the *Agreement* either party may notify the other party that it wishes to add, alter, or amend the *Agreement*. Such notice will contain the titles of the Article or Articles the party wishes to add, alter, or amend. The party so notified will then place the other party on notice as to which Article(s) it wished to add, alter, or amend. Negotiations will begin no later than one hundred-twenty (120) days prior to the expiration date.

The City will issue one (1) copy of this *Agreement* to each bargaining unit member and it will provide the Union with a computer disk of the contract.

This *Agreement* shall remain in full force and effect until September 30, 2013.

No bargaining unit member who left the City's employ prior to the date of ratification of this *Agreement* by both parties will be eligible for any wages or benefits under this *Agreement*.

If a new contract is not ratified by September 30, 2013, the current *Agreement* will remain in effect pending the resolution of a new agreement.

METRO BROWARD PROFESSIONAL
FIREFIGHTERS, LOCAL 3080,
I.A.F.F.

CITY OF SUNRISE, through its
City Commission

By _____

By _____
Mayor Michael J. Ryan

Date _____

Date _____

Attest

City Clerk

Date: _____

Approved as to form and legal sufficiency
Kimberly Kisslan, City Attorney

Date: _____

Approved as to form and legal sufficiency
Paul T. Ryder, Jr, Labor Counsel

Date: _____

APPENDIX A

TUITION REFUND PROGRAM

In order to assist bargaining unit members who wish to attain additional training or education, the City of Sunrise has a Tuition Refund Program which reimburses employees a percentage of tuition costs at an accredited institution. In order to be eligible for the Tuition Refund Program an employee must be a full-time employee with at least one (1) year of employment prior to the starting date of the class. The employee must submit a tuition refund application prior to the initiation of the class and no later than three (3) weeks after the first class meeting. Applications should be submitted to the Personnel Department. In order to maintain eligibility for tuition reimbursement, the employee must submit all applicable paperwork to the Personnel Department within ninety (90) days of the date the employee is issued coursework grades.

The applications are reviewed by a Tuition Refund Committee to determine whether the course work is eligible. The Tuition Refund Committee shall consist of a member appointed by the Personnel Director, a member appointed by the Union and they shall select a third individual not covered by this Agreement.

Course work will be evaluated in terms of the specific course and individuals specific job assignments. Applicants for tuition refund should explain the connection between the course work and their job assignments. The committee may give approval to an entire degree program. If the degree program is approved, any specified required course in the degree program will be eligible for tuition reimbursement. This permits employees to plan their educational program.

Employees should be encouraged to apply as far in advance as possible for course work so that they can be informed of their eligibility. If an employee feels that the Tuition Refund Committee has made an error in their determination, he/she may ask the Committee to reconsider its decision by supplying additional information as to the direct applicability of the classes to their current position. The Committee will then reconsider the original application with the additional information.

When an employee completes the approved course work, it is their responsibility to submit copies of the grades and tuition receipt to the Personnel Department. The reimbursement procedure will consist of the following: 100% reimbursement when a grade of "A" OR "B" is earned, and 50% reimbursement when a grade of "C" is earned. If the institution only gives credit or no credit, a credit or no credit grade will be accepted as satisfactory completion and equal to a grade of "A". It takes approximately three (3) weeks from the Personnel Department receipt of the grades and tuition vouchers before a separate check is prepared and given to the employee by the Finance Department. Employees receiving financial aid or who have a scholarship as well as employees qualifying for benefits under the G.I. Bill or other State or Federal Programs are eligible for municipal reimbursement, only for the difference (if any) between what they receive from these other sources and what is eligible for reimbursement under this program. The maximum amount of credit hours eligible for payment in a semester is twelve (12) semester hours or fifteen (15) quarter hours, except as provided in the Tuition Refund Program Rules in the limited exception for the bachelor's degree program entitled Organizational Leadership and Management, which is offered in a non-traditional college semester format at St. Thomas University. Effective upon the ratification of the 2010-2013 Agreement, the maximum amount of credit hours eligible for payment in a semester shall be reduced to six (6) semester hours, except that any employees who have been approved for a degree program prior to the ratification of this Agreement, and coursework that is required to sit for a promotional examination, will continue under the previous credit hour provisions (twelve (12) semester hours) until such employees have completed their approved course of study.

CITY SERVICE OBLIGATION: An employee will be expected to remain with the City of Sunrise for at least one (1) year following completion of courses for which he has received a refund. If the employee resigns or retires within the one (1) year period, he shall reimburse the City for tuition refund benefits applicable to courses completed during this period. Reimbursements shall be payroll deducted from the employee's final paycheck.

TUITION REFUND PROGRAM

PROGRAM RULES

TUITION REFUND PROGRAM OBJECTIVE: To improve service to the public by promoting a program encouraging City employees to obtain additional training which may improve their effectiveness, improve their performance in their current position, and prepare them for increased responsibility.

BENEFITS: Employees whose applications are approved will be entitled to a refund of tuition upon successful completion of each approved course. The reimbursement will be 100% when a grade of "A" or "B", and 50% for a "C" is obtained. If the institute only gives credit or no credit, a credit or a no credit grade will be accepted as satisfactory completion and equal to a grade of "A". In order to maintain eligibility for tuition reimbursement, the employee must submit all applicable paperwork to the Personnel Department within ninety (90) days of the date the employee is issued coursework grades.

ELIGIBILITY: All full-time employees of the City who by the starting date of class have completed one (1) year of service and have received a "Satisfactory" or better, Employee Performance Evaluation prior to the beginning of the course work are eligible to apply. Guidelines for establishing course work are as follows:

(a) All basic core courses, as required by the college will be approved for all eligible employees.

(b) Life experience credit will not be approved for tuition refund (except as part of an approved "portfolio" program from Barry University, as set forth below).

(c) Degree programs which relate directly to the employees' current position will be approved. Once degree approval is granted, all courses specifically required will be approved.

(d) For those employees who have been approved for a degree program, all general educational courses specifically required by the school will be approved.

(e) All other course work will be considered on a course by course determination.

Employees receiving financial aid or a scholarship, as well as employees qualifying for benefits under the G.I. Bill or Other State or Federal Programs are eligible for municipal reimbursement, only for the difference (if any) between what they receive from these other sources and what is eligible for reimbursement under this program. The maximum amount of credit hours eligible for payment in a semester is twelve (12) semester hours or fifteen (15) quarter hours, except as provided below in the limited exception for the bachelor's degree program entitled Organizational Leadership and Management, which is offered in a non-traditional college semester format at St. Thomas University. Effective upon the ratification of the 2010-2013 Agreement, the maximum amount of credit hours eligible for payment in a semester shall be reduced to six (6) semester hours, except that any employees who have been approved for a degree program prior to the ratification of this Agreement, and coursework that is required to sit for a promotional examination, will continue under the previous credit hour provisions (twelve (12) semester hours) until such employees have completed their approved course of study.

The rater's overall evaluation on the Employee Performance Evaluation conducted immediately preceding the beginning of classes must be "Satisfactory" or better for the employee to be eligible for tuition refund UNLESS the course work for the employee receiving a less than "Satisfactory" evaluation relates to the area of weak performance.

The tuition refund program covers tuition, books and laboratory fees only. It does not cover registration, taxes, gas, food or other costs. Prior to purchasing any required books the employee will check with the City in order to determine if the book(s) are available on loan. Books for which reimbursement has been paid by the City shall become City property.

Employees should also be reminded that after having received tuition refund that they are under a one (1) year obligation to repay the City for tuition reimbursement paid during that prior year if the employee voluntarily leaves City employment, and that the amount of the tuition refunded will be deducted from the employee's final paycheck.

In addition, except as provided below, the City will only pay an amount equivalent to the tuition charged by a State community college, college or university. As an alternative to attending a State college or university, an employee who has already been awarded an associate's degree and who thereafter enrolls at Barry University in a bachelor's degree program that provides "portfolio" credits toward the remaining credits required for the bachelor's degree may be reimbursed at Barry University's higher tuition rates until such time as the employee has been reimbursed the total tuition cost that would have been required to obtain the remaining credits (i.e., 60 credits) toward a bachelor's degree from a State college or university. The total value of such employee's tuition reimbursement shall also not exceed the number of credit hours awarded by Barry University multiplied by the State college or university tuition rate.

Before an employee will be reimbursed (at Barry University tuition rates) for attendance at Barry University in any semester under this part of program, the employee must provide documentation requested by the City and obtain written pre-approval from the City verifying that the City has determined that he/she is qualified for the program requirements and has not exceeded the tuition reimbursement limits of the program.

Subject to the pre-approval of the Tuition Refund Committee in conformance with all other requirements of the Tuition Refund Program, employees who are presently enrolled in or who may enroll in the future in the bachelor's degree program entitled Organizational Leadership and Management, which is offered in a non-traditional college semester format at St. Thomas University, and who are thereby required by that University as part of that bachelor's degree program to take up to fifteen (15) semester credits in a single semester, will be eligible for tuition reimbursement (at the state school rates) for up to fifteen (15) semester credits in that semester, provided that the employee does not exceed or has not exceeded the maximum total of refundable semester credits in any fiscal year, which is forty-eight (48) semester credits per fiscal year.

**APPENDIX C (Page 1 of 5) SALARY RANGES AND STEPS FOR RANK AND FILE FIRE UNION COLLECTIVE BARGAINING AGREEMENT
OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013**

**FIREFIGHTER I
GRADE F48**

STEP	CURRENT	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
38	18,2313	18,2313	18,2313	18,2313
39	18,6873	18,6873	18,6873	18,6873
40	19,1537	19,1537	19,1537	19,1537
41	19,6334	19,6334	19,6334	19,6334
42	20,1232	20,1232	20,1232	20,1232
43	20,6266	20,6266	20,6266	20,6266
44	21,1424	21,1424	21,1424	21,1424
45	21,6708	21,6708	21,6708	21,6708
46	22,2126	22,2126	22,2126	22,2126
47	22,7679	22,7679	22,7679	22,7679
48	23,3370	23,3370	23,3370	23,3370
49	23,9206	23,9206	23,9206	23,9206
50	24,5185	24,5185	24,5185	24,5185
51	25,1316	25,1316	25,1316	25,1316
52	25,7598	25,7598	25,7598	25,7598
53	26,4042	26,4042	26,4042	26,4042
54		27,0638	27,0638	27,0638
55			27,7409	27,7409
56				28,4342

**FIREFIGHTER I
GRADE F48**

ANNUAL

STEP	CURRENT	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
38	45505.32	45505.32	45505.32	45505.32
39	46643.50	46643.50	46643.50	46643.50
40	47807.64	47807.64	47807.64	47807.64
41	49004.97	49004.97	49004.97	49004.97
42	50227.51	50227.51	50227.51	50227.51
43	51483.99	51483.99	51483.99	51483.99
44	52771.43	52771.43	52771.43	52771.43
45	54090.32	54090.32	54090.32	54090.32
46	55442.65	55442.65	55442.65	55442.65
47	56828.68	56828.68	56828.68	56828.68
48	58249.15	58249.15	58249.15	58249.15
49	59705.82	59705.82	59705.82	59705.82
50	61198.18	61198.18	61198.18	61198.18
51	62728.47	62728.47	62728.47	62728.47
52	64296.46	64296.46	64296.46	64296.46
53	65904.88	65904.88	65904.88	65904.88
54		67551.24	67551.24	67551.24
55			69241.29	69241.29
56				70971.76

**APPENDIX C (Page 2 of 5) SALARY RANGES AND STEPS FOR RANK AND FILE FIRE UNION COLLECTIVE BARGAINING AGREEMENT
OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013**

**FIRE INSPECTOR
GRADE F40**

STEP	CURRENT	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
38	21,877.2	21,877.2	21,877.2	21,877.2
39	22,424.4	22,424.4	22,424.4	22,424.4
40	22,984.7	22,984.7	22,984.7	22,984.7
41	23,559.4	23,559.4	23,559.4	23,559.4
42	24,147.9	24,147.9	24,147.9	24,147.9
43	24,751.9	24,751.9	24,751.9	24,751.9
44	25,371.1	25,371.1	25,371.1	25,371.1
45	26,005.1	26,005.1	26,005.1	26,005.1
46	26,655.0	26,655.0	26,655.0	26,655.0
47	27,321.7	27,321.7	27,321.7	27,321.7
48	28,004.8	28,004.8	28,004.8	28,004.8
49	28,704.8	28,704.8	28,704.8	28,704.8
50	29,422.7	29,422.7	29,422.7	29,422.7
51	30,157.7	30,157.7	30,157.7	30,157.7
52	30,911.7	30,911.7	30,911.7	30,911.7
53	31,684.8	31,684.8	31,684.8	31,684.8
54	32,476.7	32,476.7	32,476.7	32,476.7
55	33,288.8	33,288.8	33,288.8	33,288.8
56	34,120.9	34,120.9	34,120.9	34,120.9
57		34,974.4	34,974.4	34,974.4
58			35,848.1	35,848.1
59				36,744.6

**FIRE INSPECTOR
GRADE F40**

ANNUAL

STEP	CURRENT	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
38	45504.58	45504.58	45504.58	45504.58
39	46642.75	46642.75	46642.75	46642.75
40	47808.18	47808.18	47808.18	47808.18
41	49003.55	49003.55	49003.55	49003.55
42	50227.63	50227.63	50227.63	50227.63
43	51483.95	51483.95	51483.95	51483.95
44	52771.89	52771.89	52771.89	52771.89
45	54090.61	54090.61	54090.61	54090.61
46	55442.40	55442.40	55442.40	55442.40
47	56829.14	56829.14	56829.14	56829.14
48	58249.98	58249.98	58249.98	58249.98
49	59705.98	59705.98	59705.98	59705.98
50	61199.22	61199.22	61199.22	61199.22
51	62728.02	62728.02	62728.02	62728.02
52	64296.34	64296.34	64296.34	64296.34
53	65904.38	65904.38	65904.38	65904.38
54	67551.54	67551.54	67551.54	67551.54
55	69240.70	69240.70	69240.70	69240.70
56	70971.47	70971.47	70971.47	70971.47
57		72746.75	72746.75	72746.75
58			74564.05	74564.05
59				76428.77

APPENDIX C (Page 3 of 5) SALARY RANGES AND STEPS FOR RANK AND FILE FIRE UNION COLLECTIVE BARGAINING AGREEMENT
OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013

**DRIVER/OPERATOR
GRADE F48**

STEP	CURRENT	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
44	21.1424	21.1424	21.1424	21.1424
45	21.6708	21.6708	21.6708	21.6708
46	22.2126	22.2126	22.2126	22.2126
47	22.7679	22.7679	22.7679	22.7679
48	23.3370	23.3370	23.3370	23.3370
49	23.9206	23.9206	23.9206	23.9206
50	24.5185	24.5185	24.5185	24.5185
51	25.1316	25.1316	25.1316	25.1316
52	25.7598	25.7598	25.7598	25.7598
53	26.4042	26.4042	26.4042	26.4042
54	27.0638	27.0638	27.0638	27.0638
55	27.7409	27.7409	27.7409	27.7409
56	28.4342	28.4342	28.4342	28.4342
57		29.1452	29.1452	29.1452
58			29.8733	29.8733
59				30.6205

**DRIVER/OPERATOR
GRADE F48**

ANNUAL

STEP	CURRENT	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
44	52771.43	52771.43	52771.43	52771.43
45	54090.32	54090.32	54090.32	54090.32
46	55442.65	55442.65	55442.65	55442.65
47	56828.68	56828.68	56828.68	56828.68
48	58249.15	58249.15	58249.15	58249.15
49	59705.82	59705.82	59705.82	59705.82
50	61198.18	61198.18	61198.18	61198.18
51	62728.47	62728.47	62728.47	62728.47
52	64296.46	64296.46	64296.46	64296.46
53	65904.88	65904.88	65904.88	65904.88
54	67551.24	67551.24	67551.24	67551.24
55	69241.59	69241.59	69241.29	69241.29
56	70971.76	70971.76	70971.76	70971.76
57		72746.42	72746.42	72746.42
58			74563.76	74563.76
59				76428.77

**APPENDIX C (Page 4 of 5) SALARY RANGES AND STEPS FOR RANK AND FILE FIRE UNION COLLECTIVE BARGAINING AGREEMENT
OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013**

**RESCUE LIEUTENANT
GRADE F48**

STEP	CURRENT	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
46	22,2126	22,2126	22,2126	22,2126
47	22,7679	22,7679	22,7679	22,7679
48	23,3370	23,3370	23,3370	23,3370
49	23,9206	23,9206	23,9206	23,9206
50	24,5185	24,5185	24,5185	24,5185
51	25,1316	25,1316	25,1316	25,1316
52	25,7598	25,7598	25,7598	25,7598
53	26,4042	26,4042	26,4042	26,4042
54	27,0638	27,0638	27,0638	27,0638
55	27,7409	27,7409	27,7409	27,7409
56	28,4342	28,4342	28,4342	28,4342
57	29,1452	29,1452	29,1452	29,1452
58	29,8733	29,8733	29,8733	29,8733
59		30,6205	30,6205	30,6205
60			31,3859	31,3859
61				32,1702

**RESCUE LIEUTENANT
GRADE F48**

ANNUAL

STEP	CURRENT	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
46	55442.65	55442.65	55442.65	55442.65
47	56828.68	56828.68	56828.68	56828.68
48	58249.15	58249.15	58249.15	58249.15
49	59705.82	59705.82	59705.82	59705.82
50	61198.18	61198.18	61198.18	61198.18
51	62728.47	62728.47	62728.47	62728.47
52	64296.46	64296.46	64296.46	64296.46
53	65904.88	65904.88	65904.88	65904.88
54	67551.24	67551.24	67551.24	67551.24
55	69241.59	69241.59	69241.29	69241.29
56	70971.76	70971.76	70971.76	70971.76
57	72746.42	72746.42	72746.42	72746.42
58	74563.76	74563.76	74563.76	74563.76
59		76428.77	76428.77	76428.77
60			78339.21	78339.21
61				80297.57

**APPENDIX C (Page 5 of 5) SALARY RANGES AND STEPS FOR RANK AND FILE FIRE UNION COLLECTIVE BARGAINING AGREEMENT
OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013**

**FIRE CAPTAIN
GRADE F48**

STEP	CURRENT	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
50	24,5185	24,5185	24,5185	24,5185
51	25,1316	25,1316	25,1316	25,1316
52	25,7598	25,7598	25,7598	25,7598
53	26,4042	26,4042	26,4042	26,4042
54	27,0638	27,0638	27,0638	27,0638
55	27,7409	27,7409	27,7409	27,7409
56	28,4342	28,4342	28,4342	28,4342
57	29,1452	29,1452	29,1452	29,1452
58	29,8733	29,8733	29,8733	29,8733
59	30,6205	30,6205	30,6205	30,6205
60	31,3859	31,3859	31,3859	31,3859
61	32,1705	32,1705	32,1705	32,1705
62	32,9750	32,9750	32,9750	32,9750
63		33,7995	33,7995	33,7995
64			34,6442	34,6442
65				35,5100

**FIRE CAPTAIN
GRADE F48**

ANNUAL

STEP	CURRENT	EFFECTIVE 10/1/2010	EFFECTIVE 10/1/2011	EFFECTIVE 10/1/2012
50	61198.18	61198.18	61198.18	61198.18
51	62728.47	62728.47	62728.47	62728.47
52	64296.46	64296.46	64296.46	64296.46
53	65904.88	65904.88	65904.88	65904.88
54	67551.24	67551.24	67551.24	67551.24
55	69241.29	69241.29	69241.29	69241.29
56	70971.76	70971.76	70971.76	70971.76
57	72746.42	72746.42	72746.42	72746.42
58	74563.76	74563.76	74563.76	74563.76
59	76428.77	76428.77	76428.77	76428.77
60	78339.21	78339.21	78339.21	78339.21
61	80297.57	80297.57	80297.57	80297.57
62	82305.60	82305.60	82305.60	82305.60
63		84363.55	84363.55	84363.55
64			86471.92	86471.92
65				88632.96