# CITY OF HALLANDALE BEACH

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# HALLANDALE BEACH PROFESSIONAL FIRE FIGHTERS METRO BROWARD LOCAL 3080 DISTRICT 10

Affiliated With
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS

## COLLECTIVE BARGAINING AGREEMENT (CBA)

October 1, 2015~~2~~ – September 30, 2018~~5~~

**FINAL**

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## PREAMBLE

This agreement is entered into by and between the City of Hallandale Beach, hereinafter referred to as the "City" or "Employer", and the Hallandale Beach Professional Firefighters, Metro Broward Local 3080, District 10, of the International Association of Firefighters, 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, 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 Hallandale Beach 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.

The City and Union agree to be bound by any and all applicable Federal, State or Local legislation or regulations, including interpretive guidelines issues by authoritative agencies. Applicable legislation shall be determined based on the City home rule powers of authority.

## ARTICLE 1 - RECOGNITION

1.1 The Employer hereby recognizes the Union as the exclusive bargaining agent for its state certified Employees of the Hallandale Beach Fire Department as acknowledged by the Florida Public Relations Commission.

**ARTICLE 2 - PAYROLL DEDUCTION OF DUES**

2.1 Any Employee covered by this agreement shall have dues deducted and collected by the Employer from the salaries of those Employees who authorize the deduction of said dues and such authorization will include approval of the District ~~Vice~~ President or the Assistant District ~~Vice~~ President of the Union. All forms for payroll deduction of dues or revocation are available from the District ~~Vice~~ President of the Union and will be submitted to the Human Resources Director.

2.2 Such authorization is revocable at the Employee's request upon thirty (30) days written notice to the Employer and the Union.

2.3 The Union will initially notify the Employer as to the amount of dues. Such notification will be certified to the Employer in writing over the signature of the District ~~Vice~~ President of the Union. Changes in membership dues will be certified to the Employer and shall be done at least thirty (30) days in advance of the effective date of such changes.

2.4 Dues shall be deducted biweekly and the funds deducted shall be remitted to the District ~~Vice~~ President of the Union by the fifteenth ($15^{th}$) day of the following month. The Union will hold the Employer harmless against any claims made and against any suits instituted against the Employer based upon payroll deduction of Union dues.

2.5 No authorization shall be allowed for payment of initiation fees, special assessments, or fines.

**ARTICLE 3 - NON-DISCRIMINATION**

3.1 The Employer will not discriminate against any Employee covered by this contract because of membership in, or legitimate activity on behalf of, the Hallandale Beach Professional Firefighters Association, Metro Broward Local 3080, District 10.

3.2 The Union, and its members, agrees not to discriminate against nor intimidate any Employee for his/her unwillingness to join or participate in Union Activities.

**ARTICLE 4 - UNION BUSINESS**

4.1 The Employer shall allow representatives, designated by the Union, up to one hundred twenty (120) hours paid time off per year, to run concurrent with this agreement, to attend to Union business or charitable fund raising in the name of the City's Professional Firefighters. In no case may this paid time off be used for litigation, court appearances, P.E.R.C. hearings, arbitration, or any other proceeding against the Employer. The Fire Chief, or his/her designee, must approve all time off in advance.

4.2 The Employer shall allow the Union District ~~Vice~~ President, or his/her designee, a maximum of one (1) shift day, without loss of pay, to attend funeral services for any Firefighter killed in the line of duty within the State of Florida. If the services are in Miami-Dade or Broward Counties, the District ~~Vice~~ President, or his/her designee, shall only be allowed a sufficient amount of time off, with pay, to attend such services.

4.3 No Union functions or activities shall be engaged in by the Union in total or by an individual Union Officer, or Union representative (with the exception of bulletin board posting, the processing of grievances by authorized individuals, formal negotiations, emergencies, or when authorized by management) between 8:00 a.m. (0800 hours) and 4:30 p.m. (1630 hours), while on duty.

4.4 Up to three (3) members of the negotiating team shall be allowed time off for all negotiations which shall be mutually set by the Employer and the Union.

4.5 Provided the Fire Chief is notified, The Union District ~~Vice~~ President shall be allowed to attend the City of Hallandale Beach Commission meetings (regular, special, or budget) and all workshops relating to Fire Department matters, or any matters affecting the welfare of Union members, including while on duty, provided he be available to respond to emergency calls.

**ARTICLE 5 - UNION RIGHTS**

5.1 All Employees within the certification issued by the Public Employees Relations Commission of the Hallandale Beach Fire Department shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining negotiations, or other mutual aid or protection, to express or communicate to management, within the bounds of good taste, any view, grievance, complaint or opinion related to the conditions of compensation of public Employees or their betterment all free from restraint, coercion, discrimination or reprisal.

5.2 Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues that affect the welfare of its members, as long as they are clearly presented as the views of the Union and not necessarily those of the City of Hallandale Beach.

**ARTICLE 6 - BULLETIN BOARD**

6.1 The Employer agrees to furnish and maintain suitable bulletin boards in conspicuous places in each Fire Station and or work area to be used by the Union. Bulletin boards directed in full or in part for Union use may be for posting notices restricted to:

- Notices of Union recreational and social affairs.
- Notices of Union elections and results of such elections.
- Notices of official Union business.
- Notices of Union meetings.
- Membership roster and charter.
- All other materials subject to the approval of the Fire Chief.

6.2 All notices shall be signed by an officer of the Union.

## ARTICLE 7 - PREVAILING RIGHTS

7.1 It is agreed that benefits, rights and privileges such as un-metered parking, linen service, bathroom supplies, lockers, and matters of this type enjoyed by the members of the Fire Department will remain in effect throughout the life of this agreement unless amended by mutual agreement.

## ARTICLE 8 - MANAGEMENT RIGHTS

8.1 It is understood, the City has the exclusive right, except as otherwise expressly provided in this Agreement, to operate, manage and direct all affairs of all departments within the City, in accordance with any and all applicable Federal, State, County and Municipal laws, regulations and rules, including, but not limited to, the following exclusive rights:

1. To control, manage, direct, and supervise all City employees.
2. To hire, appoint, compensate, recognize, commend, promote, transfer, schedule, train, assign and retain employees in positions with the City and to establish procedures therefore.
3. To suspend, demote, discharge, layoff, or take other disciplinary action against employees for just cause in accordance with this collective bargaining agreement, the City's personnel policies and regulations, procedures and departmental policies.
4. To maintain the efficiency and the effectiveness of the operations of the Fire Department.
5. To determine the structure and organization of City government including the right to supervise, manage, lead, expand, consolidate or merge any department, including the Fire Department, and to alter, combine, eliminate or reduce any division thereof. The right of contracting or subcontracting is vested in the City. The City's right to contract or subcontract exists to advance the pubic interest, and shall not be used for the purpose or intentions of undermining the bargaining unit nor to discriminate against its members.
6. To determine the number of City employees, the job description, activities, assignments, and the number of hours and shifts to be worked per week, including starting, break and quitting times of all employees.
7. To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position and/or unit, department or project.
8. To set its own standards for services to be offered to the public.
9. To determine the location, methods, means and personnel by which operations are to be conducted.
10. To determine the appropriate clothing or dress required for employment duties.
11. To set procedures and standards to evaluate City employees' job performance.
12. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions.
13. To modify policies and procedures during a declared state of emergency.

8.2 The parties recognize that job descriptions do not always specifically describe every incidental job duty. Therefore, bargaining unit members, at the discretion of the City, may be required to perform duties not specifically identified within their job description, but within the realm of related duties.

8.3 The City shall have the right to formulate and amend all departmental policies and procedures including rules and regulations governing the conduct, responsibilities, and duties of all bargaining unit members. The bargaining unit shall be notified of any changed or newly formulated departmental policies. The use, location, operation including care and maintenance of

any City equipment or property of the City used by the Unit members shall be subject to the exclusive direction and control of the City.

8.4 Any right, privilege, or function of the City not specifically released or modified by the City in this Agreement shall remain exclusively with the City.

8.5 The parties recognize that the City Commission of Hallandale Beach has the sole and final authority to determine the purpose and direction and policy of the City and the amount of the budget to be adopted by the City.

8.6 The City acknowledges and represents that the preceding changes negotiated into this Article are intended to clarify and restate managerial rights as provided by law and by this agreement. The City recognizes that the Union reserves the right to discuss and bargain with the City over proposed changes affecting the collective bargaining agreement, covered bargaining unit positions and classifications, including but not limited to, wages, hours, terms and conditions of employment.

## ARTICLE 9 - STRIKES AND LOCKOUTS

9.1 There will be no strikes, work stoppages, slowdowns, or concerted failure or refusal to perform assigned work by the Employees or the Union and there will be no lockouts by the Employer for the duration of this agreement. The union fully supports the City in maintaining normal operations.

9.2 Any Employee who participates in or promotes a strike, work stoppage, slowdown, or concerted failure or refusal to perform assigned work may be disciplined or discharged by the Employer in accordance with City personnel rules. The parties recognize the City is responsible for and engaged in activities, which are the basis of the health, and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief. It is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if neither the Union nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action.

**ARTICLE 10 - WAGES**

10.1 Bargaining unit employees will not receive an across-the-board wage increase during the first fiscal year of this Agreement (i.e., October 1, 2015 through September 30, 2016).

Effective October 1, 2016~~3~~, all bargaining unit employees will receive a 2.5% wage increase.

Effective October 1, 2017~~4~~, all bargaining unit employees will receive a 2.5% wage increase.

10.2 SALARY STEP PLANS: Effective October 1, 2015, a ninth step will be added to the pay plans for the positions of Fire Inspector I and Fire Inspector II. Any current Fire Inspector I or Fire Inspector II who has been in Step 8 of the old pay plan for at least one full year as of the October 1, 2015 will move to the new Step 9 of the applicable pay plan on October 1, 2015 (provided that he/she received a score of at least meets expectations on his/her last performance evaluation). Any current Fire Inspector I or Fire Inspector II who has been in Step 8 of the old pay plan for less than a full year as of October 1, 2015 will move to the new Step 9 of the applicable pay plan on his/her next anniversary date (provided that he/she receives a score of at least meets expectations on his/her next performance evaluation

~~The parties agree that, effective upon ratification of this Agreement, a ninth step will be added to the pay plans for the positions of Firefighter/Paramedic and Driver Engineer/Paramedic. Any current Firefighter/Paramedic or Driver Engineer/Paramedic who has been in Step 8 of the old pay plan for at least one full year as of the ratification date of this Agreement will move to the new Step 9 of the applicable pay plan on the ratification date of this Agreement (provided that he/she received a score of at least meets expectations on his/her last performance evaluation). Any current Firefighter/Paramedic or Driver Engineer Paramedic who has been in Step 8 of the old pay plan for less than a full year as of the ratification date of this Agreement will move to the new Step 9 of the applicable pay plan on his/her next anniversary date (provided that he/she receives a score of at least meets expectations on his/her next performance evaluation).~~

~~The parties further agree that, effective upon ratification of this Agreement, the Fire/Rescue Lieutenant pay plan will go from 4 steps to 8 steps, with three steps added below Step 1 of the old pay plan and one step added above Step 4 of the old pay plan. Any current Fire/Rescue Lieutenant who has been in Step 4 of the old pay plan for at least one full year as of the ratification date of this Agreement will move to Step 8 of the new pay plan on the ratification date of this Agreement (provided that he/she received a score of at least meets expectations on his/her last performance evaluation). Any current Fire/Rescue Lieutenant who has been in Step 4 of the old pay plan for less than a full year as of the ratification date of this Agreement will move to Step 8 of the new pay plan on his/her next anniversary date (provided that he/she receives a score of at least meets expectations on his/her next performance evaluation).~~

The parties further agree that, for purpose of the application of probationary periods under Section 21-96 of the City Code, the probationary period for all of the ranks set forth below shall be one (1) year from the date the employee commenced employment in the applicable position.

The following tables reflect the rates of pay for bargaining unit members during the term of this Agreement and include the aforementioned changes to the pay plans and the foregoing salary increases:

| FIREFIGHTER/EMT TRAINEE[1] | 10/1/2015 | 10/1/2016 | 10/1/2017 |
|---|---|---|---|
| Step 1 | $48,522.24 | $49,745.28 | $50,993.28 |

| FIREFIGHTER/PARAMEDIC | 10/1/2015 | 10/1/2016 | 10/1/2017 |
|---|---|---|---|
| Step 1 | $55,835.52 | $57,233.28 | $58,656.00 |
| Step 2 | $58,606.08 | $60,078.72 | $61,576.32 |
| Step 3 | $61,526.40 | $63,073.92 | $64,646.40 |
| Step 4 | $64,646.40 | $66,268.80 | $67,916.16 |
| Step 5 | $67,841.28 | $69,538.56 | $71,285.76 |
| Step 6 | $71,086.08 | $72,858.24 | $74,680.32 |
| Step 7 | $74,455.68 | $76,327.68 | $78,224.64 |
| Step 8 | $78,000.00 | $79,946.88 | $81,943.68 |
| Step 9 | $81.918.72 | $83,965.44 | $86,062.08 |

| DRIVER ENGINEER/PARAMEDIC | 10/1/2015 | 10/1/2016 | 10/1/2017 |
|---|---|---|---|
| Step 1 | $58,631.04 | $60,103.68 | $61,601.28 |
| Step 2 | $61,551.36 | $63,098.88 | $64,671.36 |
| Step 3 | $64,596.48 | $66,218.88 | $67,866.24 |
| Step 4 | $67,866.24 | $69,563.52 | $71,310.72 |
| Step 5 | $71,235.84 | $73,008.00 | $74,830.08 |
| Step 6 | $74,655.36 | $76,527.36 | $78,449.28 |
| Step 7 | $78,174.72 | $80,121.60 | $82,118.40 |
| Step 8 | $81,918.72 | $83,965.44 | $86,062.08 |
| Step 9 | $86,012.16 | $88,158.72 | $90,355.20 |

| FIRE/RESCUE CAPTAIN[2]~~LIEUTENANT~~ | 10/1/2015 | 10/1/2016 | 10/1/2017 |
|---|---|---|---|
| Step 1 | $71,061.12 | $72,833.28 | $74,655.36 |
| Step 2 | $74,630.40 | $76,502.40 | $78,424.32 |
| Step 3 | $78,399.36 | $80,371.20 | $82,392.96 |
| Step 4 | $82,293.12 | $84,339.84 | $86,436.48 |
| Step 5 | $86,411.52 | $88,583.04 | $90,804.48 |
| Step 6 | $90,804.48 | $93,075.84 | $95,397.12 |
| Step 7 | $95,322.24 | $97,693.44 | $100,139.52 |

[1] The parties acknowledge and agree that the City will not employ more than three (3) Firefighter/EMT Trainees at any given time and that, with the exception of any such Trainees~~ and the one (1) Driver Engineer/EMT employed by the City on the ratification date of this Agreement~~, the City will not employ any firefighters who do not have a paramedic certification.~~ The parties further agree that the rate of pay for the Driver Engineer/EMT employed by the City on the ratification date of this Agreement will remain $64,546.56/year and that, with the exception of the pay increases referenced in Section 10.1 above, that individual's rate of pay will not change during the term of this Agreement.~~ The parties further agree that any and all Firefighter/EMT Trainees employed by the City must receive their respective paramedic certifications within one (1) year of their respective dates of hire with the City.

[2] Effective October 1, 2015, the rank of "Fire/Rescue Lieutenant" will be reclassified to the rank of "Fire/Rescue Captain." The parties agree that this change in rank title is intended only to place employees in this rank in the same rank as other employees in Broward County who perform similar job functions. The Union agrees that it is not the Union's intent to use the change in rank title as a means to negotiate wage increases in the successor to the Agreement covering the period October 1, 2015 to September 30, 2018.

| | | | |
|---|---|---|---|
| Step 8 | $100,089.60 | $102,585.60 | $105,156.48 |

| FIRE INSPECTOR I | 10/1/2015 | 10/1/2016 | 10/1/2017 |
|---|---|---|---|
| Step 1 | $50,980.80 | $52,249.60 | $53,560.00 |
| Step 2 | $53,518.40 | $54,849.60 | $56,222.40 |
| Step 3 | $56,201.60 | $57,616.00 | $59,051.20 |
| Step 4 | $59,009.60 | $60,486.40 | $62,004.80 |
| Step 5 | $61,984.00 | $63,544.00 | $65,124.80 |
| Step 6 | $64,875.20 | $66,497.60 | $68,161.60 |
| Step 7 | $67,995.20 | $69,700.80 | $71,448.00 |
| Step 8 | $71,219.20 | $73,008.00 | $74,838.40 |
| Step 9 | $74,780.16 | $76,648.00 | $78,561.60 |

| FIRE INSPECTOR II | 10/1/2015 | 10/1/2016 | 10/1/2017 |
|---|---|---|---|
| Step 1 | $53,518.40 | $54,849.60 | $56,222.40 |
| Step 2 | $56,201.60 | $57,616.00 | $59,051.20 |
| Step 3 | $59,009.60 | $60,486.40 | $62,004.80 |
| Step 4 | $61,984.00 | $63,544.00 | $65,124.80 |
| Step 5 | $65,041.60 | $66,664.00 | $68,328.00 |
| Step 6 | $68,140.80 | $69,846.40 | $71,593.60 |
| Step 7 | $71,385.60 | $73,174.40 | $75,004.80 |
| Step 8 | $74,796.80 | $76,668.80 | $78,582.40 |
| Step 9 | $78,536.64 | $80,496.00 | $82,513.60 |

10.3 STEP INCREASES

a. Employee may proceed to the next step in their position as specified in the salary step plan on their anniversary date of appointment in grade based on the city policy established for Performance Evaluation.

b. No employee shall be eligible for any step increase beyond the highest step for the employee's scheduled position.

c. Effective October 1, 2007 Lieutenants (reclassified to Captains as of October 1, 2015) will not be eligible for step increases unless they have obtained Fire Officer I or higher certification. Persons promoted to Lieutenant from an eligibility list certified prior to October 1, 2007, will not be bound by this subsection.

~~d. To implement the approved pay plan a step to step conversion will be required.~~

10.4 INCENTIVE PAY

In order to promote the goals and objectives of the City, employees may obtain additional pay above base wages for attaining and utilizing specific skills and abilities. Effective 10/01/2006, each employee will be compensated $500 annually each for achieving and utilizing the following goals. The maximum premium pay an employee can earn under this article as of October 1, 2015 is $1,5~~0~~00 per year. The city will provide additional pay for the following accomplishments:

1. Certification as a Fire Inspector (Persons not permanently assigned to Fire Prevention)

~~2. Dive Rescue Certification~~

2~~3~~. College~~Rescue~~ Preceptor (Limited to Firefighter Paramedics, up to four per shift as outlined in departmental policy)

3~~4~~. Arson Investigator Certification (Fire Prevention Personnel only)

4~~5~~. Fire Officer One Certification (Non Fire Officers Only)

5~~6~~. CERT Team Instructor (As approved by the Fire Chief)

6~~7~~. ACLS or BLS/AED Instructor (limited to 1 premium for either or both)

7~~8~~. Urban Search and Rescue Assignment (must be accepted to USAR)

8~~9~~. SCBA Technician (Limited to four per shift as outlined in departmental policy) (Refer to Article 36 for additional information.)

The City reserves the right to add, but not remove premium pay opportunities without being subject to additional bargaining.

~~10.5 ASSIGNMENT PAY~~

~~1. An EMT, not already eligible to receive paramedic pay, shall receive a Five (5) percent wage premium for the position over the base wages the Employee would otherwise be earning. Any and all EMTs hired by the City prior to completing and attaining their Paramedic certification must be Paramedic certified by the conclusion of their respective 12 month probationary period.~~

~~2. Employees that are assigned a Temporary Upgrades, pursuant to Article 17, shall receive a 5% wage premium over the base wages the employee would otherwise be earning.~~

10.5~~6~~ WAGES OTHER

1. All Fire Officers, Firefighter/Paramedics and Lieutenant/Paramedics (reclassified to Captain as of October 1, 2015) must maintain Paramedic certification as a condition of employment~~.~~ (Except as noted in 10.2 fn 1 and in 10.6(2)).

~~2. If at any time the level of assigned Paramedics exceeds forty-eight (48) a Paramedic hired prior to 10-01-90 will be permitted to discontinue Paramedic assignment based on seniority as a Paramedic. However, if a junior Employee desires to discontinue his assignment, he must receive a written agreement waiving the right to discontinue assignment as a Paramedic from all Firefighter/Paramedics who are senior in rank.~~

2~~3~~. EMT's and Paramedic's must be Florida State Certified, registered and be licensed by the required authority.

3~~4~~. Fire Inspectors must meet all State and Local Certification requirements for the job assigned.

4 ~~5~~. Fire Inspectors will be covered by all provisions of this Agreement, except for any premium pay such as EMT or Paramedic pay. .

5~~6~~. The parties agree that the provisions of Article 10 are negotiated only for the term of this Collective Bargaining Agreement and that there shall be no continued right to further wage increase or entitlement after September 30, 2018~~1~~, unless hereafter negotiated.

6~~7~~. New firefighter/paramedics hired with previous experience as Firefighter/Paramedic may be hired at a higher starting step within the pay grade based on their experience. Starting salary can not exceed the years of experience minus one step increment within the pay grade.

7~~8~~. Effective 10/01/2006 a Fire Inspector I who has proper certification, and performs plans review for the City of Hallandale Beach shall become a Fire Inspector II in the equivalent step. In order to qualify for Fire Inspector II pay/grade/status, said individual must have documented, within their monthly HBFR monthly reports, "Plan Review" experience for a minimum of one year and must meet and maintain all necessary requirements of a Fire Plans Examiner as outlined by the Florida Fire Prevention Code, Broward County as amended from time to time.

10-6~~7~~ LONGEVITY

There shall be no entitlement to longevity payments for Employees hired after 10/01/1993. For employees hired prior to 10/01/1993 the following longevity provisions shall remain for the duration of the phase out period:

Employees hired prior to 10/01/1986, upon completion of seven, ten, fifteen, and twenty years of continuous service with the City, shall, on each occasion, receive a longevity increase of $1,500 annually.

Firefighters hired between 10/01/1986 and 09/30/1993, upon completion of seven, ten, fifteen, and twenty years of continuous service with the City, shall, on each occasion, receive a longevity increase of $900 annually.

Additionally, firefighters between 10/01/1986 and 09/30/1993, if promoted to Lieutenants and Captains upon completion of seven, ten, fifteen, and twenty years of continuous service with the City, shall, on each occasion, receive a longevity increase of $1,000 annually.

## ARTICLE 11 - HOURS OF DUTY

11.1: The City shall establish the basic workweek, shifts and hours of work best suited to meet the needs of the community. Both parties agree that for purposes of implementing the Fair Labor Standards Act, the 7-(k) exemption shall be applied. In the event the Fair Labor Standards Act is amended during the length of this agreement, the amended or revised procedure shall be implemented and supersedes previous policies.

11.2: The workweek shall be an average of forty-eight (48) hours per week in an average year, to be worked as follows: twenty-four (24) hours on duty and forty-eight (48) hours off duty, with a "Kelly Day" (the means of achieving a Forty-eight (48) hours workweek) every seventh ($7^{th}$) tour of duty. The Fire Chief, or his/her designee, will assign a "Kelly Day" for each individual; it will then be every seventh ($7^{th}$) shift thereafter.

11.3: The use of overtime or temporary upgrading to augment available manpower and fill vacancies will be at the discretion of the Fire Chief or his/her designee.

11.4: At the beginning of Daylight Savings Time (spring), Employees will work one (1) hour less. At the end of Daylight Savings Time (fall), Employees will work one (1) additional hour, which will be considered overtime if all provisions of Article 12 are met.

**ARTICLE 12 - OVERTIME**

12.1 Premium Hourly Rate - Overtime pay shall be paid at the premium hourly rate of pay for all hours beyond an Employee's normal daily work schedule except as noted in 12.2 and 12.3 below and shall be for one and one-half (1.5) times the hours of overtime worked. An Employee's base hourly rate shall be computed by dividing the Employee's annual base salary by the total hours scheduled in a year (2,496 for shift Employees, 2,080 for non-shift Employees). An Employee's premium hourly rate is the base hourly rate plus the following:

- Longevity (when applicable)
- Education pay
- EMT premiums
- Driver/Engineer premiums
- State Incentive Pay
- Incentive Pay

The following items are considered statutory exclusions from the calculating of the premium rate:

- Uniform allowance
- Sick Leave Buyback

12.2 If an Employee is upgraded while on overtime, the employee will be compensated at the appropriate rate as indicated in Article 17.1.

12.3 Nothing herein shall require payment of overtime when an insubstantial amount of time is worked in excess of the normal shift. For the purpose of this Article, in insubstantial amount of time shall be considered as any period of time less than one-quarter (1/4) hour. Employees shall be paid overtime to the next highest one-quarter (1/4) hour for any time worked over one-quarter (1/4) hour.

12.4 All Employees covered by this agreement are subject to, and covered by; the provisions of the Fair Labor Standards Act (FLSA) and nothing in this agreement shall be construed to be contrary to the provisions of that Act. The parties also understand, however, that nothing shall preclude them from negotiating, and enforcing, overtime benefits more generous than those provided for by the FLSA. All Employees are subject to the following FLSA schedules:

12.5 The work cycle for shift Employees shall be 21 days consisting of 144 hours worked. There will be three platoons each on a rotating cycle of 24 continuous hours of work. Overtime shall be paid for hours worked in excess of 144 hours in one cycle except as noted in 12.7 below.

The work cycle for non-shift 40-hour Employees shall be 7 days consisting of 40 hours worked, with one unpaid lunch period per day. Overtime shall be paid for hours worked in excess of 40 hours in one cycle except as noted in 12.7.

12.6 Hours considered worked for the purposes of this Article are as follows:

- All hours the Employee performs their principal duties.
- Vacation Leave.
- Jury Duty.

- Time spent testifying in court on behalf of the City.
- Off duty training, meetings, courses, or lectures that the Employees are required to attend.
- Union time pursuant to Article 4.
- Call back time.
- Sick time.
- Bereavement Leave.

12.7 Hours considered not worked for the purposes of this Article are as follows:

- Early relief time voluntarily taken by the Employee.
- Detail hours.
- Kelly Days.
- Suspension from duty as a result of disciplinary action.
- Family or Medical Leave without pay.
- Shift exchanges.
- Extra hours at the Fire Academy.
- Compensatory time used.
- Any other hours not listed in 12.6 above.

12.8: Regardless of hours considered worked or not worked, anytime an Employee is ordered in to work at a time other than his/her regularly scheduled workday, otherwise known as call-back or hold-over, he/she will receive overtime pay. It is specifically understood that finishing a normal assignment, which extends beyond the end of a regularly scheduled workday, is not holdover.

12.9 At no time can an Employee be sent home prior to the end of his/her normal scheduled work cycle for the purpose of avoiding payment of overtime.

12.10 All Employees subject to this Agreement are entitled to overtime.

12.11 The following procedures will be followed in calling in personnel for overtime:

The first twelve (12) hours of overtime will go to the on-duty personnel of the off-going shift. The second twelve (12) hours of overtime will go to the next scheduled duty battalion. If no personnel from the next scheduled duty battalion accept the overtime, personnel from the overtime list shall be offered the second twelve (12) hours based on their ranking on the list, prior to requiring and assigning the first qualified person to work the overtime. The overtime list is originally based on seniority. A single overtime list will be kept in the Battalion Commander's office. Refusal of overtime shifts by off-duty personnel on vacation or Kelly Day shall not be recorded. In the event that the overtime shift will be less than fifteen (15) hours, the Employer shall be given the option of offering the full overtime tour to a single Employee.

Personnel are to be chosen from the overtime list based on seniority unless a specific position is required. In the event of a declared emergency (i.e. Hurricane Watches or Warnings), this provision may be waived. Minimum overtime callback for recording purposes is three (3) hours.

The list will show the date of the call along with the response from each person called. If a person refuses he/she will automatically be bypassed until the next complete cycle of the seniority list.

Acceptance or refusal of overtime shifts of less than six (6) hours shall not be shown on the overtime list.

Personnel who are contacted for the second twelve (12) hours of the tour of duty will have until 12~~3~~:00 PM (12~~5~~00 hrs) to respond to the request of the Department. This will allow a message to be left on a recording machine, pager, or with a member of his/her household. If the person contacted does not respond by 12~~3~~:00 PM (12~~5~~00 hrs), the next person eligible will get the second twelve (12) hours of overtime.

If qualified Employees refuse the overtime, the Department will assign and require the first qualified person contacted to work the overtime. For the purposes of this section, the "first qualified person contacted" shall be defined as the first person offered overtime by phone directly or in person. This definition shall not, however, relieve the Department of the responsibility of offering the overtime shift to personnel further down on the overtime list. If such personnel accept the overtime shift, the first person assigned shall be released from the assigned overtime. The person contacted may, in return, and with the approval of the Battalion Chief, contact another qualified person of equal rank or grade or below to take his/her overtime tour of duty. However, it shall be the responsibility of the person contacted to see that this is accomplished. The person contacted initially will be counted on the list as an overtime worked.

In the event that an Employee is required to serve jury duty and the Employee's name comes up for overtime on the seniority list, the Employee shall not lose his/her turn for such overtime. Instead, the Employee will be offered the next available overtime on the Employee's appropriate list after his/er release from jury duty.

12.12 Should any future Federal or State law, or court decision affect the overtime relationship to shift exchange or otherwise, the Union shall hold harmless the city until such time as this Article is renegotiated.

12.13 In the event a Union executive board member is on official Union business and that member's name comes up for overtime on the seniority list, the member may refuse the overtime and shall not lose his/her turn on the overtime list.

12.14 In lieu of monetary compensation, all bargaining unit members will have the option, with the approval of the Fire Chief, to accrue compensatory time at the rate of one and one-half times (1-1/2) for each hour of overtime worked. The Employee may accrue up to 240 hours (160 hours of actual overtime worked) and it must be used within the calendar year, otherwise, the unused balance is to be paid off at the rate of one and one-half (1-1/2) times the premium hourly rate.

## ARTICLE 13 - CALL BACK PAY

13.1 All Employees covered by the terms of this Agreement who are called back to work from off duty shall be paid at the overtime hourly rate.

13.2 Each Employee called back and reporting to the fire station shall receive (including thirty (30) minutes travel time referred to below), a minimum of three (3) hours call-back time at the overtime rate.

13.3 The definition of a call back is: official notification considered a call (telephone alert) from the officer in charge or his/her designee, when communicated and responded to by the Employee himself/herself. The response time shall be fifteen (15) minutes except during extreme emergency.

13.4 Thirty (30) minutes shall be added to the actual elapsed time (time Employee reports in at the fire station minus time released from duty) to cover travel to and from the place of residence.

13.5 Notwithstanding any other provision of this Article, to be eligible for call back pay, Employees must comply with the following conditions:

- Each Employee answering call back must report to the fire station dressed properly and ready to respond to emergencies; and
- He/She is to sign in and wait until assigned and is not to report to the fire scene without proper protective equipment and clothing; and
- When officially relieved of duty, the Employee must then sign out; and
- If the Employee leaves without being officially relieved of duty, he/she shall receive no pay for the call back; and if the Employee requests to leave before the minimum call back guarantee time has elapsed, and his/her request is approved, the Employee shall be paid for only the time he/she actually spent on official business, plus travel time.

## ARTICLE 14 - REQUIRED COURT APPEARANCE/JURY SERVICE

14.1 Employees of the Fire Department shall enjoy those same benefits as are now provided in the Civil Service Rules and Regulations covering the subject of required court appearances; and in addition, shall have the benefit stated below.

14.2 If the Employee is not on regularly scheduled duty, time spent giving testimony on behalf of the City shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay. Employees will be paid for a minimum of three (3) hours at time and one-half (1-1/2) their regular rate for appearances required under this Section.

14.3 If the Employee is not on regularly scheduled duty, time spent under subpoena giving testimony in legal proceeding from matters arising out of the performance of his/her job duties shall be paid at one and one-half (1-1/2) times his/her regular hourly rate. The Employee shall give notice to the Fire Chief, or his/her designee, of the subpoena and related details as soon as possible. The liability arising out of this paragraph shall not exceed eight (8) hours a day or a total of forty (40) hours in a year to any one Employee. The obligations of this paragraph shall not apply to off-duty Employees testifying in any labor matters, arbitration, unfair labor practice or arbitration proceeding or testifying in any proceeding on behalf of the Union.

14.4 Members required to report for service as a juror on a normal duty day shall be considered to be absent with pay for the duration of their service and shall not be required to return to duty until the Court terminates their service, except as provided herein. If a member is on normal duty the day prior to the beginning of juror service then the member will be released from duty no later than 1930hrs.

14.5 While on jury service which is extended through a weekend or holiday, a member will be required to work his/her normal duty day so long as the member is released from duty no later than 1930hrs on the evening before the member has to report back to jury duty. In special instances were the Court or Judge requires a member be sequestered then documentation must be provided to the Fire Chief from the Court or Judge and the member shall be considered absent with pay for the times specified by the court.

14.6 Members released from Jury service must immediately report back to duty if regularly scheduled on that day. A request for proof of service may be made by the City.

**ARTICLE 15 - VACATIONS**

15.1 In lieu of holidays, or paid holidays observed by other city employees, the shift Employees under this Collective Bargaining Agreement shall receive ten (10) shift days, two hundred forty (240) hours of vacation time.

15.2 Vacation accrual shall be credited to each Employee on January 1st of each year for the previous year's accrual. Employees who have not worked a full year by January 1st shall receive pro-rata accrual for the previous months actually worked. Vacation must be scheduled in advance and used before December 31st of each year. There will be no entitlement to payout of vacation accrual for any Employee who leaves employment with the City prior to completion of five (5) years of service.

15.3 Employees with ten (10) consecutive years of service shall be allowed two (2) extra shift days, forty-eight (48 hours) of vacation after the completion of the 10th year.

15.4 Schedules for vacations shall be subject to the approval of the Fire Chief, or his/her designee, and be based upon the needs of the Department. Shift Employees may carry over forty-eight (48) hours per year into the next calendar year. Forty (40) hour Employees may carry forty hours (40) into the next calendar year.

15.5 Employees covered by this Agreement working a forty (40) hour workweek shall receive two hundred eight (208) hours of vacation in lieu of any other vacation or holiday benefits. Employees in this group shall have twenty four (24) additional hours of vacation added to their entitlement after the completion of their 10th consecutive year and Employees in this group shall have an additional twenty four (24) hours of vacation added to their entitlement after the completion of their 20th consecutive year.

15.6 The Department shall set such rules and regulations as are necessary to properly administer this Article.

**ARTICLE 16 - PROMOTION**

16.1 Sources of information for all promotional exams shall be publicized upon announcement of said examination. Announcements of promotional examination shall be posted continuously in each fire station for not less than ninety (90) days prior to examination date. Promotional testing for the position of Driver/Engineer and the position of Captain shall be staggered by at least four (4) months.

16.2 Promotional Eligibility List, with names appearing there shall remain in effect for a duration of not less than one (1) year, unless depleted before the year expires. The lists shall be posted in a conspicuous place in each Fire Station.

16.3 The City agrees to maintain a Promotional Eligibility List at all times.

16.4 Fire Officer Certification is required for promotion to Captain~~Lieutenant~~. Fire Officer I certification and an Associates degree in Fire Science, EMS, or an applicable discipline is required for promotion above ~~Lieutenant~~Captain. (See Article 10.3(c) for effective date.)

## ARTICLE 17 - TEMPORARY UPGRADING AND TRANSFERS

17.1 Temporary Upgrading - In order to adequately compensate an Employee for a temporary increase in responsibilities, as well as to achieve a more responsive mechanism for maintaining high morale, Employees covered by this agreement who are temporarily assigned to a position higher than their normal position will receive remuneration at the following rates~~ of five percent (5%) increase~~ above their base hourly rate:

- Driver Engineer: 5%
- Rescue Supervisor: 6%
- Captain: 7%

. ~~Additionally the~~The Temporary Upgrade remuneration shall be included for purposes of determining overtime compensation when applicable

17.2 When a promotional list exists for the position of Driver/Engineer or Captain, the persons being upgraded will be chosen from the active eligibility list. When there is no person on duty on an eligibility list an individual who had been certified as eligible for promotion within the previous six years will be selected next, and then the Fire Chief or his/her designee will determine the most qualified person to upgrade. Persons falling into the category of having been on the eligibility list within the last six years may opt to refuse the upgrade, however should the Fire Chief or his/her designee determine no other person is qualified he/she will be required to fill the upgrade position. For purposes of this Article, persons who have not received a minimum "Meets Expectations" evaluation on their most recent Performance Evaluation or have demonstrated an inability to perform in the identified position may be denied upgrading, providing the Fire Chief documents the reason(s) and provides a copy to the employee.

17.3 Transfers - An employee who is transferred from one shift to another will receive written notification of transfer no less than two (2) weeks prior to the effective date of transfer, except where the transfer is required sooner to balance shift manning or in emergencies as declared by the Fire Chief.

17.4 A member may grieve, in accordance with Article 30-Grievance Procedure; any violation of this article.

## ARTICLE 18 - SHIFT EXCHANGE

18.1 Employees shall have the right to request a shift exchange when the shift exchange does not interfere with the operation of, or increase the cost of the Fire Department. Prior written notification of at least forty-eight (48) hours to the Chief or his/her designee is necessary for shift exchange. An Employee may exchange shifts with any other Employee of a different rank if approved by the Fire Chief or his/her designee. Upgrading will not be required under these circumstances except when normal upgrading would have been required with or without the shift exchange. All time traded must be paid back within a twelve (12) month period.

18.2 The Fire Chief or his/her designee, has the right to refuse a request for shift exchange provided, however, that such requests are not unreasonably denied. There shall be no right to use of the grievance procedure to protest a denial of shift exchange.

18.3 If the Employee required to work another Employee's scheduled shift due to shift exchange fails to report to work, or is absent due to illness or injury, he/she shall be held responsible, and his/her accrued sick leave shall be used or he shall be considered absent without leave whichever is applicable.

## ARTICLE 19 - CIVIL SERVICE CONFLICT

19.1 In the event of any conflict between the provisions of this Collective Bargaining Agreement and any prior or other Civil Service Board Rule and Regulation, the provisions of this Collective Bargaining Agreement shall control and determine the Benefits or rights involved.

**ARTICLE 20 - SICK LEAVE**

20.1 ACCUMULATION OF - Sick leave is to be accumulated at the rate of twelve (12) hours per month for shift Employees and eight (8) hours per month for non-shift Employees. There shall be no entitlement to sick leave accrual for any month in which less than seventy-two (72) hours, eighty (80) hours for forty (40) hour Employees is worked.

Sick leave shall begin accruing from the date of employment, but there shall be no entitlement to sick leave payment until after the completion of three months of employment.

There is no maximum number of Sick Leave hours that can be accumulated by employees, however, see Section 20.3 for limits on Payout of Sick Leave.

Firefighting personnel that work a forty (40) hour workweek shall receive the same sick leave benefits as are provided by the Civil Service Rules for other City Employees working a forty (40) hour schedule.

20.2 USE OF - An Employee may be granted leave of absence with pay for illness in the immediate family, under the following conditions:

- Employee must have sick leave to his/her credit.
- No more than sixty (60) hours for shift Employees and thirty-two (32) hours for forty (40) hour Employees may be granted in a calendar year.
- Time absent will be charged against his/her sick leave credits.
- Immediate family is defined as: (i) the Employee's father, mother, sister, brother, husband, wife or child; (ii) a person who is an actual member of the Employee's household who is related by blood or through marriage to the Employee; or (iii) the Employee's Domestic Partner as such term is defined by the City's Domestic Partnership policy.
- Effective October 1, 2015, employees may use up to two of the sick days available for use during a calendar year as personal days.

20.3 PAYOUT OF - The following provision apply for the payout of Sick Leave:

1. For calculation of payout upon death, retirement, or resignation, an Employee's premium hourly rate shall be averaged for the prior five years and using the total rate in effect on September 30th of each year of employment. For purposes of this section retirement shall not include entry into the DROP.

2. There shall be no entitlement to sick leave payout to any Employee who leaves employment with the City prior to completion of ten (10) years of employment.

3. For Employees, hired after 9/30/1993, sick leave payout shall be calculated based on actual accumulated sick leave hours, up to a maximum of nine hundred sixty (960) hours for shift employees and six hundred forty (640) hours for non-shift Employees. Such payments shall be calculated based on the following:

   a. Upon death of an Employee, the employee's estate shall be eligible for one hundred percent (100%) of sick leave accrual up to the maximum indicated above.

b. Upon retirement, the Employee shall be eligible for payment of fifty percent (50%) of sick leave accrual up to the maximum indicated above.

c. Upon termination in good standing, an Employee with ten years or more of service with the City shall be eligible for payment of fifty percent (50%) of sick leave accrual up to the maximum indicated above.

There is no maximum number of Sick Leave hours that can be accumulated by employees.

4. For employees hired prior to 10/01/1993 Sick Leave Payout shall be calculated base on actual accumulated sick leave hours, up to a maximum of 1,392 hours for shift employees and 794 for non-shift employees. These following payout provisions shall remain for the duration of their employment.

a. Upon death or retirement the Employee or Employee's estate shall be eligible for payment of 100% of sick leave accrual up to the maximum indicated above.

b. Upon separation in good standing, an Employee shall be eligible for payment of 50% of sick leave accrual up to the maximum indicated above.

There is no maximum number of Sick Leave hours that can be accumulated by employees.

20.4 SICK LEAVE BUYBACK - On or before 12/31/2006, employees may make a one-time irrevocable election to (1) transfer to the Health Reimbursement Arrangement (HRA) (once established) at the premium rate for sick leave earned in a fiscal year a specified number of hours of unused sick leave per fiscal year, and/or (2) to have paid in cash at the premium rate for sick leave earned in a fiscal year a specified number of hours of sick leave per fiscal year; the number of hours under (1) and (2) not to exceed seventy two (72) hours, forty-eight (48) hours for non-shift Employees hours of sick leave accrued in that fiscal year in the aggregate, and provided the employee has at least three hundred seventy-eight (378) hours, two hundred sixteen (216) hours for non-shift Employees hours of accumulated but unused sick leave remaining (in the "bank") after calculation of the payment at the end of the fiscal year. In the event that the number of unused hours available to be paid in cash or transferred to the HRA for a fiscal year is less than the number of hours subject to such one-time irrevocable, such unused hours shall first be applied to the transfer to the HRA, and any remaining such hours shall be paid in cash. Such payment in cash or transfer to the HRA shall be made at the time of the last paycheck in November of the succeeding fiscal year. The election must be made by the employee within 60 days following October 3, 2006 and shall be irrevocable once made and shall apply to all fiscal years for the term of this agreement. Any unused hours not contributed to the HRA or paid in cash for a fiscal year pursuant to such one-time irrevocable election shall be accumulated in the "bank" and until the resignation, death, retirement of the employee, in which case the bank will be treated in accordance with Section 20.7

20.5 Sick Leave other provisions - The Fire Chief has the authority and duty to approve or disapprove the use of sick leave. The Fire Chief or his/her designee may enter an Employee as "unexcused absence without pay" status.

Any Employee who feels aggrieved may file his/her grievance and/or protest and proof in support thereof with the Fire Chief; and if his/her grievance and/or protest is denied, then follow the grievance procedure.

No Employee can resort to the arbitration procedures of the Agreement unless he has been placed in "unexcused absence without pay" more than twice (2) in a twelve (12) month period.

In the event the dispute proceeds to arbitration the Employer shall not have the burden to prove that the Employee's absence was unjustified or unwarranted; but rather, the Employee/grievant shall have the burden to prove that he/she or his/her immediate family member was denied sick leave inappropriately.

20.6 For employees hired prior to 10/01/1993, and having a sick leave accrual greater than 960 hours for shift employees and 640 for non-shift employees on October 3, 2006 may make a one-time, irrevocable election to have a specified number of unused hours, up to a maximum of up to 432 hours for shift employees and 154 for non-shift employees, converted at the employee's premium rate and treated as a nonelective contribution to the Health Reimbursement Arrangement (HRA), an account intended to satisfy the requirements of IRS Notice 2002-45 and Revenue Ruling 2005-24, or a cash distribution or deferral of payout upon the earlier of death, retirement, or resignation. The election must be made by the employee within 60 days following October 3, 2006 and shall be irrevocable once made. Any unused hours not contributed to the HRA pursuant to such one-time irrevocable election shall be paid to the employee as a cash payment upon the resignation, death, retirement of the employee at the employee's average premium rate and may not be taken in cash prior to such date.

Employees hired before 10/01/1993 are grandfathered with the old contract provisions which allowed 100% of 1,392 hours for shift employees and 794 for non-shift employees for accumulation and payouts; subject, however, to any one-time irrevocable election and limitations described in the preceding paragraph. If the employee elected to buy down the accrual the final payout will adhere to Section 20.3(3) above except that the amount for payout upon retirement, shall be one hundred percent (100%) of accumulated leave up to the maximum of 960 hours for shift employees and 640 hours for non-shift Employees rather than fifty percent (50%).

20.7: On or before 12/31/2006, an employee may also make a one-time irrevocable election to have all or a specified portion (by percentage, dollar amount, or number of hours) of the unused sick leave hours in his or her "bank" at the resignation, death, retirement of the employee converted at the employee's premium rate and treated as a nonelective contribution to the HRA. Any unused hours not contributed to the HRA pursuant to such one-time irrevocable election shall be paid to the employee as a cash payment upon the resignation, death, retirement of the employee at the employee's premium rate and may not be taken in cash prior to such date.

20.8: Nothing in Article 20~~.~~ shall preclude an employee from taking any accumulated sick leave as actual sick leave while an employee.

20.9: The Union may reopen this Agreement for the third year of the contract (i.e., October 1, 2017 to September 30, 2018) for the sole purpose of negotiating changes to sick leave sell back upon separation of employment pursuant to Section 20.3 above. If the Union wishes to invoke this provision to reopen the Agreement, it must provide the City with written notice of its intent to do so no later than February 1, 2017.

**ARTICLE 21- ON-THE-JOB INJURIES**

21.1 For purposes of this 21.1 only, whenever an Employee covered by this Agreement is injured while on duty with the City in performing his/her normal full-time duties, the City shall pay the difference between his/her normal salary and the amount being paid by Workers' Compensation Insurance to the Employee for a period of thirty (30) calendar days from the date of the injury.

21.2 The remaining benefits of this Article shall apply only to injuries incurred in connection with actual firefighting or rescue squad calls, including traveling to or from such calls, and also including mandatory fire training drills and injuries arising out of fire station duties appropriately assigned. The remaining benefits of this Article shall not apply to other injuries incurred while on duty, such as injuries arising out of recreation, leisure time, or other such in-house activities.

21.3 The remaining benefit referred to in 21.2 above is that the Employer shall extend the aforesaid thirty (30) calendar days benefit, referred to in 21.1, up to six (6) months from the date of injury upon recommendation by a physician or physicians selected by the Employer. Both this extension period and the initial thirty (30) day period may be canceled at any time upon the recommendation of a physician(s) selected by the Employer, if the appointed physician(s) determines that this recuperative period is no longer necessary. Employees claiming an injury under the provisions of this Article may be required to submit to such examinations as requested by the Employer.

21.4 If the Employee is still unable to perform full normal duties, the Employer reserves the right to request said Employee to perform any Fire Department task designated by the Fire Chief; dependent upon availability of such task assignment within the Fire Department, then to other task assignments that the Employers appointed physician(s) deems he/she is capable of performing. While performing in such light duty or related status, the injured Employee will be compensated at his/her full rate of pay and other such benefits as he/she is entitled to up to but not exceeding six (6) months.

21.5 If after the expiration of the six (6) month time period, the Employee is still unable to perform full normal duties, he/she shall utilize accrued sick leave; during which period the Employee shall receive the difference between his/her normal salary and the amount being paid by Workers' Compensation Insurance and when accrued sick leave has expired, if the Employee is still unable to perform his/her normal full time duties, he/she shall utilize accrued vacation leave. After the utilization of all accrued sick leave and vacation leave, if said Employee is still unable to perform his/her full time duties, said Employee would then come under the provisions of the Hallandale Beach Municipal Fire and Police Pension System, except for provisions of 21.6 below.

21.6 The Employer reserves the right to offer employment for which the injured Employee is qualified and capable of performing based upon the recommendations of the City appointed physician(s) and if such employment is not in the Fire Department, the City agrees to pay the difference in the amount of salary for said position which the Employee normally would have enjoyed if he/she had not been injured while performing the duties covered in 21.2.

21.7 The recommendations of the City appointed physician(s) referred to in this Article should not be binding upon the City~~Fire Chief~~. If any of the benefits of this Article are denied to any Employee, he/she shall be entitled upon written request made within ten (10) days of said denial of benefits, to request a hearing before the City Manager~~Fire Chief~~. The Employee shall have the right to present relevant evidence, testimony, and argument in support of his/her position. The City Manager~~Fire~~

~~Chief~~, with or without the aid of the City Attorney, shall have full authority to determine the hearing procedures to be followed.

21.8 In the event of any dispute concerning any of the subject matter of this Article, including any concerning the coverage of an injury under this Article, the City~~Fire Chief~~ shall have the final and binding authority to determine the issues in dispute, and the City~~said Fire Chief~~ has the authority to establish such procedures as are necessary to properly administer this Article.

21.9 The provisions and benefits of this Article shall not be subject to the arbitration procedures of this Agreement.

## ARTICLE 22 - BEREAVEMENT LEAVE

22.1 In the event of the death of an immediate family member, the Employee, if needed for purpose of attending funeral or for purpose of bereavement, shall be granted a leave of absence, beginning from the day of occurrence, not to exceed five (5) calendar days; and shall be paid for the work hours schedule(s) missed. If, in the event that additional time is needed, it shall be charged to compensatory time or vacation leave at the request of the Employee. The immediate family is considered to mean the following: father, mother, sister, brother, husband, wife or child, and the father, mother, sister, brother or child of the spouse, and the grandparents or grandchild of either immediate party; and shall also include stepfather, stepmother, stepdaughter or son, stepsister or brother, and half-sister or half-brother; or any person who lives in the same household as the Employee and is a blood relative or related through marriage. The circumstances of the Employee's personal leave may be authorized by the Fire Chief, or his/her designee, and is subject to such controls, regulations, and proof as may be required by the Fire Chief.

**ARTICLE 23 - HAIR CODE**

23.1 The following regulations shall determine the guidelines regarding hair and sideburns:

- Both the hair and mustache must be consistent with standard safety practices.
- A Firefighter may wear his/her hair as he/she sees fit, as long as it is neat and contoured to the head and does not touch the shoulders.
- The mustache will not be lower than one inch (1") below the corner of the mouth.
- A Firefighter shall not be permitted to wear a beard.
- Sideburns are not to be lower than the bottom of the ear and have a maximum width of one-inch (1").
- Employees cannot wear any jewelry which hangs, dangles, or which may be a safety issue as determined by the Fire Chief.

**ARTICLE 24 - UNIFORM CODE**

24.1 The Fire Chief shall prescribe the required dress and work uniforms.

24.2 Each Employee shall furnish his/her own shoes, ~~or shall be allowed to choose a shoe style suitable to his/her taste, provided they are~~ which must be black and presentable and must be sufficient to allow the employee to perform the requisite functions of his/her position.

24.3 A breast badge, with the Employee's first initial and last name, will be provided by the Department if the employee does not already have a badge with his/her name on it.

24.4 The uniform to be worn shall be designated by the Fire Chief. No part of the Fire Department uniform will be worn off duty, other than to and from work or as requested by the Fire Chief. Employees leaving the service for any cause shall deliver to their superior officers all uniforms and equipment issued to them in a clean and orderly manner.

24.5 The Fire Department will furnish pants, which meet or exceed NFPA standards.

**ARTICLE 25 - UNIFORM ALLOWANCE**

25.1 Employer will furnish all uniforms required by the Fire Department for each employee and will pay each Employee $40~~25~~0.00 per year for the maintenance of the Employee's uniforms. Payments shall be made in advance in November of each year of the Agreement; and in the event that any Employee leaves or is terminated from the Department before November of any year, there shall be a prorated deduction of this maintenance allowance.

## ARTICLE 26 - SAFETY AND HEALTH

26.1 The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions.

**ARTICLE 27 - PROTECTIVE CLOTHING**

27.1 All Combat firefighters shall be provided with the following protective clothing, which meets or exceeds the NFPA and OSHA standards, upon entry into the Combat Division of the Fire Department:

- Bunker coat.
- Bunker pants.
- Protective ~~Head~~ hood.
- Pair of firefightinge~~r~~ boots~~, with safety inside~~.
- Fire helmet with ~~Plexiglas~~ face shield ~~Houston Type~~.
- Pair of five-finger type fire gloves.
- D-ring and Rescue "8" with ears (Winged eight).
- PASS~~AL~~ device or comparable emergency signaling device, to be incorporated into ~~affixed to~~ each Self Contained Breathing Apparatus~~Unit~~.
- Explosion-proof flashlight.
- Escape Kit.
- Extrication Gloves.

27.2 Employees covered by this Agreement are responsible for the items issued to them in 27.1 above. Employees shall be required to reimburse the City for loss or damage of this equipment due to the Employee's negligence.

**ARTICLE 28 - SENIORITY**

28.1 Seniority shall be applicable for all members of the Fire Department as determined by City Ordinance, and/or City Administrative policy.

28.2 For the purpose of selecting Kelly Days and vacations, seniority will be determined solely by time in service. With respect to Kelly Days, it is understood the Fire Chief shall have the full authority to modify this section in order to properly manage the Fire Department.

28.3 In the event that the need for a layoff should occur, the order of layoff shall be according to least amount of seniority in the lowest rank first; and therefore, higher remaining ranks shall be reduced in rank and/or classification as determined by the Fire Chief to maintain a balanced manning.

28.4 Recall of Employees on layoff will be in reverse order of layoff. No new Employees will be hired until recall of all Employees in layoff status. Under no circumstance shall a volunteer replace a full-time paid Employee.

28.5 In the event that an Employee is laid off, demoted, or does not successfully complete his/her probationary period in the promoted classification, the Employee shall have the right to return to the last permanently held classification without the loss of his/her seniority

## ARTICLE 29 - EDUCATION INCENTIVE PROGRAM

29.1 TUTION REIMBURSEMENT - Payment of tuition by the City for approved educational program will be in conformance with the following:

1. Upon approval of the Degree Program or course of study by the Fire Chief, the Human Resources Director and the City Manager, the City will pay the tuition of regular employees for up to one (1) Bachelor degree and one (1) post-graduate degree (Masters or PhD). An eligible educational program is one that, in the judgment of the City is directly related to the employee's current position and which will improve performance in a current position or which constitutes preparation for promotion to related higher level responsibilities. Employees will be required to declare their intent to take classes in accordance with the Budget Calendar. The City will not pay for more credits than required in the approved degree program.

2. Employee will be entitled to a refund of tuition upon the successful completion of each approved course based on the following scale:

| Grade | Refund |
|---|---|
| A&B | 100% |
| C | 75% |
| D | none |

3. If an Employee voluntarily terminates employment with the City within two years following the completion of any educational program for which such Employee has received a refund, then the amount of tuition refund paid by the City shall be repaid by such Employee to the City immediately. Should such Employee fail to immediately reimburse the City for the amount of such refund, the City may deduct the amount of such refund from any salary or wages due to the Employee from the City.

4. Any regular Employee who is approved for attendance in any educational program must pay tuition costs directly to and is accepted for enrollment by an accredited educational institution. No reimbursement will be made for textbooks, lab fees or any other expenses

5. Correspondence courses are not reimbursable.

6. Tuition reimbursement shall be limited to no more than the cost of tuition at State institutions.

29.2 ADDITIONAL PAY FOR EDUCATION – Effective 10/01/06, employees will receive the following annual payments for obtaining a college degree from an accredited college:

Any Associates Degree - $1,000.00 Annually
Any Bachelors Degree - $1,250.00 Annually

For Employees hired prior to 10/01/1986 the following Additional Pay for Education provisions shall remain for the duration of the phase out period:

1. Employee who receives a Fire Science Certificate or completes thirty two (32) hours with an accredited college towards a Fire Science Associate degree or an

Emergency Medical Technology degree shall receive, upon successful completion, the following annual amount; Firefighter $642.00 and~~,~~ Captain~~Lieutenant~~ $747.00 ~~and Captain $824.00~~.

2. Employee who receives an Associates Degree in Fire Science or Emergency Medical Technology with an accredited college shall receive, upon successful completion, the following annual amount: Firefighter $1,284.00 and~~,~~ Captain~~Lieutenant~~ $1,495.00 ~~and Captain $1,648.00~~.

29.3 The City agrees to pay for certifications and licenses required for employment under the terms of this agreement. This agreement excludes Drivers Licenses, and licenses and certifications not required as a condition of employment. The City agrees to schedule required CEU classes on duty; however, each employee bears the responsibility of ensuring his/her certifications are maintained in the event they are unable to attend scheduled classes.~~.~~

**ARTICLE 30 - GRIEVANCE PROCEDURE**

30.1 In a mutual effort to provide harmonious working relationships between the parties of this agreement, it is agreed to and understood by both parties, that there shall be a procedure for the resolution of grievances involving the application or interpretation of this agreement.

30.2 Notwithstanding any other language of this Article, adjustment of grievances shall be sought as follows by the Employee, with the assistance of the Union; and it is further understood and agreed that any Employee shall have the option of utilizing the Civil Service appeals procedure if applicable or the following grievance procedure, but such Employee cannot use both a Civil Service appeal and this Contract grievance procedure.

Step 1: The aggrieved Employee shall present in writing and discuss the complaint or grievance with the regularly assigned Battalion Chief, within ten (10) calendar days of the date of the occurrence, which gave, rise to the grievance. A Union representative may be present if requested by the Employee or the Union. The Battalion Chief may seek the assistance of any other individual who may be qualified to offer assistance or information, which will aid the Battalion Chief to render a proper decision. The Battalion Chief shall attempt to adjust the matter and/or respond to the Employee within seven (7) calendar days. Grievances involving suspension shall automatically proceed to Step 2.

Step 2: If the grievance has not been satisfactorily resolved, the aggrieved Employee, with the assistance of the Union representative, shall present such written grievance to the Fire Chief within ten (10) calendar days from the date of response in Step 1. The Fire Chief shall meet with the Employee and the Union and shall issue his/her response to the grievance within fifteen (15) calendar days.

Step 3: If the grievance has not been satisfactorily resolved, the aggrieved Employee, with the assistance of the Union representative, shall present such written grievance to the City Manager within ten (10) calendar days from the date of response in Step 2. The City Manager, or his/her designee, shall meet with the Employee and the Union and shall issue his/her response to the grievance within fifteen (15) calendar days.

Step 4: If the grievance remains unsettled, it shall then be submitted to arbitration within thirty (30) calendar days under the rules of the American Arbitration Association. Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned unless the time limits provided herein have been extended by agreement of the parties. Any grievance not answered by management within the time limits provided above will automatically advance the grievance to the next higher step.

**ARTICLE 31- ARBITRATION**

31.1 The parties to this Agreement will attempt to mutually agree upon an independent arbitrator. If this cannot be done, one will be selected by each party alternately striking ~~two~~ three (3~~2~~) names from a panel of at least seven~~five~~ (7~~5~~) names to be ~~submitted by the American Arbitration Association~~provided by the Federal Mediation and Conciliation Service.

31.2 The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto; nor shall this Collective Bargaining Agreement be construed by an arbitrator to supersede applicable state and federal laws in existence at the time of signing of this Agreement.

31.3 Each party shall bear the expense of its own witnesses and of its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party desiring a transcript of the hearing will bear the cost of it.

31.4 Copies of the award of the arbitration made in accordance with the jurisdiction or authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing. The arbitrator's decision shall be final and binding.

31.5 Probationary Employees shall have no right to utilize this grievance procedure for any matter concerning discharge, suspension, or other discipline.

31.6 Consistent with the provisions of the Florida Public Employees Relations Act, F.S. Chapter 447, it is mutually acknowledged and agreed that this Collective Bargaining Agreement shall be administered within the amounts appropriated by the City Commission for funding of the Collective Bargaining Agreement. Accordingly, and notwithstanding any other provision of this Collective Bargaining Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution or regulation or provision of this Collective Bargaining Agreement to result in, obligate, or cause the City to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Commission for the funding of this Collective Bargaining Agreement as agreed upon by the parties. Any such award, which contravenes or is not in compliance with the provisions of this paragraph, shall be null and void.

**ARTICLE 32 - CONTRACT SAVINGS CLAUSE**

32.1 If any provision of this Agreement, or the application of such provision, 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 will sit to re-negotiate, within fifteen (15) calendar days, a replacement provision. In the event of failure to reach agreement, the procedures of the Florida Public Employees Relations Statute governing impasse resolution may be invoked by either party.

**ARTICLE 33 - MEDICAL INSURANCE**

33.1 The City agrees to pay the entire cost of medical insurance for Employee coverage. It is further agreed that the Employees having dependency coverage shall contribute thirty percent (30%) of the cost of this dependent coverage.

33.2 Nothing in this Agreement shall prohibit the Employer from changing medical insurance carriers, levels of benefits, or any other condition relating to medical coverage that the Employer may consider advisable.

**ARTICLE 34 - SUSPENDED DRIVERS LICENSE/ARREST**

34.1 Effective 10/01/2006, any employee whose drivers license is revoked or suspended must notify the Fire Chief within 48 hours, and no later than 12 hours prior to reporting for the next scheduled work assignment. No firefighter will be permitted to drive a Fire department vehicle until the license is fully reinstated. If the individual is an assigned Driver Engineer, he/she will be permitted to work at the next lowest pay grade at a pay rate applicable for that grade. Failure to have a driver's license reinstated within twelve months will be cause for termination.

34.2 Any employee arrested for any reason must notify the Fire Chief within 48 hours.

## ARTICLE 35 - LABOR MANAGEMENT COMMITTEE

35.1 The Union and Employer shall have monthly Labor and Management meetings, or at other times by mutual consent. Said Committee shall consist of three (3) members designated by Union and three (3) members designated by the Employer.

**ARTICLE 36 - SELF CONTAINED BREATHING APPARATUS (SCBA)**

36.1 There will be SCBA technicians assigned to daily maintenance and repair of all SCBA. SCBA technicians must possess certification, demonstrate special skills, and are required to stay current with all educational updates for proper care to ensure the highest level of safety to Firefighters.

36.2 A Member who was and continues to be an SCBA Technician as of 10/01/2005 shall be grandfathered and will continue to receive one thousand dollars ($1000.00) added annually to their base salary instead of the $500 indicated in Section 10.4. Additionally for those grandfathered members the additional incentive pay the employee can earned under 10.4 shall be $500 over and above the $1,000 for SCBA.

36.3 The Fire Chief will select the SCBA Technicians.

**ARTICLE 37 - Drug-Free Workplace**

37.1 As a condition of employment, all Employees covered by this Agreement are required to abide by the following Drug Free Workplace program in which both parties agree to incorporate same into a Departmental/Citywide Policy.

37.2 DEFINITIONS

1. "Drug" means substances such as alcohol, including distilled spirits, wine, malt beverages, or intoxicating liquor; any prescription or non-prescription amphetamines, cannabinoids, cocaine, phencyclidine (PCP), or opiates, or a metabolite of any of these substances for the D.O.T. 5 panel test, or any prescription or non-prescription amphetamines, cannabinoids, cocaine, phencyclidine (PCP), methaqualone, barbiturates, benzodiazophines, methadone, propoxyphene, or opiates, or a metabolite of any of these substances for the H.R.S. 10 panel test. Consumption of a preparation including alcohol (beverages or medicines) is considered alcohol use.

2. "Drug test" or "test" means any initial screening test utilizing a sensitive, rapid, and reliable procedure using an immunoassay procedure or an equivalent more accurate method approved by FDA or AHCA; and/or any confirmation test using gas chromatography/mass spectrometry or an equivalent more accurate method approved by AHCA or FDA. Drug tests are administered after appropriate medical care has been initiated. A saliva alcohol test may be used to determine whether a blood alcohol test should be administered.

3. "Reasonable suspicion testing" means drug testing based on a reasonable belief that an Employee is using or has used drugs in violation of this policy. Facts and inferences may be based upon direct observation of drug use, physical symptoms or indications of being under the influence of drugs; or abnormal conduct, erratic behavior or deterioration in work performance; or a report of drug use by a credible or reliable source; Employee involvement in an accident of any type at work; evidence that an Employee used, possessed, sold, solicited or transferred drugs while working within city premises, vehicles, machinery, or equipment. "Problem Indicators" checklists may be used to assist in determination of reasonable suspicion.

4. "Positive test" means the results of a confirmation test reported through a medical review officer finding the presence of drug(s) in one's body. When a confirmed positive test occurs, it is presumed that the injury or accident was primarily due to the influence of the drugs in accordance with regulations.

5. "Injury" means any act that causes personal injury requiring medical attention, property damage, or loss arising out of and in the course of employment. Property damage encompasses city or private property harm associated with an accident.

6. "First Aid" means application of treatment for minor personal injury not sufficient to require medical attention. Examples include but are not limited to bee stings, paper cuts, poison ivy rashes, minor scratches, sunburn, spider bites, or blisters. Drug testing is not conducted for instances of minor personal injury treated with first aid.

7. "Body specimen" means urine for all tests except when testing for alcohol when saliva and/or blood are used. If an Employee is hospitalized, specimens will be collected in accordance with relevant medical standards. Collections are administered with due regard to privacy while reasonably preventing sample contamination or substitution.

8. “Medical Review Officer” means a licensed physician with knowledge of substance abuse disorders and training to interpret and evaluate positive results with prescriptive or other relevant medical information.

37.3 PROVISIONS

1. PROHIBITIONS. In support of a Drug Free Workplace program, the Employer prohibits possession (i.e., on the person, or in a desk or locker), consumption, use, or being under the influence, sale, purchase, manufacture, distribution, dispensation, solicitation, or transfer of drugs while Employees are on the job or on city premises, or drug related crime convictions. Employees should be aware that drug activities participated in while off duty, may result in positive drug tests when on duty.

2. CONFIDENTIALITY. Confidentiality is maintained to the extent allowed by law for persons who seek counseling through the Employee Assistance Program. Confidentiality is also extended to include all information received by the Employer through a drug-testing program. Such information may not be used or received into evidence, obtained in discovery or disclosed in any proceedings except in accordance with this section or in determining compensability under Chapter 440, Florida Statutes.

   This section does not prohibit the Employer, agent of the Employer, or laboratory conducting drug testing from having access to Employee drug test information or using such information when consulting with legal counsel in connection with action brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

   This section likewise does not prohibit any Employee, the Employee’s legal representative, and/or the Union from obtaining access to drug testing information or using such information in processing or investigating a grievance and/or arbitration pertaining to an alleged violation of this article.

3. EDUCATION. The Employer will provide annual training on substance awareness to help Employees identify personal and emotional problems, which may result in misuse of alcohol or drugs. The sessions include the legal, social, physical and emotional consequences of the abuse of alcohol or drugs.

4. FITNESS FOR DUTY. Employees are expected to report to work and to return from meal breaks in a state of mind and a condition absent the influence of drugs or alcohol in order to perform their assigned duties safely and competently. This includes prescription drugs, which induce an unsafe mental or physical state. Performance standards are upheld even if ‘Below Expected’ performance is related to drug or alcohol use; such instances may result in disciplinary actions. While Employees are not required to divulge medications associated with a disability covered by the Americans with Disabilities Act, they must report to their supervisor whether they are using temporary medications, which likely will impair their ability to safely perform their functions. Prescription medications must be kept in the original container if such medication is taken during working hours or on Employer property. Improper use of prescription drugs is prohibited and may result in disciplinary action. An Employee whose performance is likely to be impaired due to drug influences will not be permitted to report for duty.

5. REASONABLE SUSPICION TESTING. All Employees are subject to “reasonable suspicion” testing. Failure or refusal to submit to, or tampering with a required test may result in disciplinary action.

6. WORKERS COMPENSATION DRUG TESTING. Drug testing is conducted for Worker's Compensation incidents in compliance with Florida Statutes 440.102 et. seq. It is the responsibility of the Employee to notify their supervisor prior to the end of the workday when any accident, first aid, or any injury occurs on the job. Drug testing is not conducted for first aid incidents. Drug testing may be conducted for first aid when medical attention is required or requested. Failure to report first aid, injuries or accidents as required is grounds for disciplinary action.

7. FOLLOW UP AND RETURN TO DUTY DRUG TESTING. Employees who enter rehabilitation programs or EAP's for drug related problems are required to submit to follow up drug testing as evidence of successful participation in such programs. Follow up drug testing shall occur without notice to the Employee at least once (but not more often than once monthly, absent reasonable suspicion) in the first year after completing the prescribed program. The Employer shall not disclose that an Employee is subject to follow up drug testing.

8. REFUSAL TO UNDERGO DRUG TESTING. Employees or applicants who refuse or decline to submit to reasonable suspicion or follow up drug testing are subject to disciplinary action up to and including termination.

9. AFTER HOURS DRUG TESTING. During weekdays, all drug testing is conducted 8:30 a.m. to 5 p.m., Saturdays and Sundays from 9 a.m. to 3 p.m. When an injury is sustained after these hours, the Employee will be required to report to the Employer for drug testing on the next calendar day, even if it is a scheduled day off for the Employee, and report to the designated collection site no later than 9 a.m. for drug testing

10. COLLECTION SITES AND LABORATORIES. A highly qualified independent laboratory approved by the Florida's Agency for Health Care Administration will analyze specimens. Collection sites have all necessary elements to ensure collection, security, and chain of custody, temporary storage, and transportation of specimens to approved laboratories. Laboratories used must be licensed and approved in accordance with federal and state laws. Quality control and chain of custody procedures shall ensure the integrity of drug tests.

11. MEDICAL REVIEW OFFICER. The laboratory conducting the drug test shall provide the designated Medical Review Officer (MRO) with any confirmed positive results. The MRO shall, within five (5) calendar days of receiving the results, contact the tested individual to obtain a confidential explanation of any positive results. The MRO then shall make a determination and reports either pass or fail results to the Employer. The MRO can require an additional drug test on the initial specimen if the initial screening is deemed scientifically unsatisfactory.

12. EMPLOYEE RESPONSIBILITIES. All Employees share responsibility for adhering to, implementing, and communicating this policy; for reporting all occupational accidents (regardless of whether accident occurred in a Employer vehicle or personal vehicle used for Employer business), first aid, or injuries prior to the end of their work day to their supervisor or Risk Management; for submitting to drug testing; and for recognizing and responding to violations of this policy.

13. SUPERVISOR RESPONSIBILITIES. Supervisors having reasonable suspicion of Employee drug and/or alcohol use should first ensure Employee and public safety by quickly reviewing the Employee's assignments and temporarily removing any duties (i.e., driving of vehicles or

machinery) which may result in harm to the Employee, co-workers, the public at large, or private or public property. Second, the supervisor should immediately contact the Human Resources department to arrange for drug testing. Third, the supervisor provides transportation for the Employee to the drug testing facility. Fourth, the reporting supervisor must detail in writing the circumstances, which lead to the conclusion of a need for drug testing within seven (7) days of testing, and submit this document to the Human Resources Department.

14. EMPLOYEE ASSISTANCE PROGRAM AND RESOURCE INFORMATION. The Human Resources Department shall maintain information on the Employee Assistance Program and a resource file of providers of alcohol/drug abuse programs, mental health providers and other organizations designed to help individuals with personal or behavioral problems.

15. VOLUNTARY PARTICIPATION IN EAP OR REHABILITATION. Employees may voluntarily seek substance abuse counseling through the Human Resources Department or directly through the Employee Assistance Program offered by the Employer. Other than Employer-provided EAP benefit, employees are responsible for any rehabilitation costs, even if the EAP refers the Employee to a particular program.

    Employees shall not be disciplined because they voluntarily seek treatment for a drug related problem unless previously testing positive for drug use on an Employer administered test. However, drug or alcohol users are held to the same performance standards as other Employees, regardless if the performance is related to drugs or alcohol. Voluntary participation in an EAP or rehabilitation program is not protection from disciplinary measures resulting from job-related infractions, misconduct, offenses, or unsatisfactory job performance. Employees covered by this Agreement who voluntarily enter an EAP or rehabilitation program for drug or alcohol related problems shall be transferred into a non-safety sensitive position, if one is available, or, if not, placed on leave while participating in the program. Accrued paid leave or leave without pay, at the Employee's choice, may be used consistent with this Agreement.

16. DRUG TESTING PROCESSES. The designated collection site has a consent form, which must be signed by the individual to provide relevant information; listings of the common and chemical names of drugs tested and drugs that may affect test results are also supplied. Individuals with technical questions regarding medications will be given the opportunity to consult with the MRO before providing samples. The testing provider maintains information provided by the individual in confidence; the Employer shall be liable for any breaches of confidentiality committed by the testing provider. Until results are transmitted to the Employer, employees covered by this Agreement may be temporarily transferred to a vacant, non-safety sensitive position, if available, returned to active duty, or placed on paid leave (not to be deducted from any accrued leave of the Employee), at the Employer's sole discretion, provided that the Employee suffers no loss of pay.

17. DRUG TEST RESULTS. A Medical Review Officer shall contact individuals with positive confirmed tests. If the MRO subsequently reports a positive (failed) result to the Employer, the Employee may be placed on suspension without pay immediately. For purposes of this policy, an Employee is presumed to be under the influence of drugs or alcohol if a urine test, blood test, or other accepted testing procedure shows a forensically acceptable positive quantum of proof of drug usage, or in the case of alcohol, a BAC of .08 or greater.

    Employees with negative drug/alcohol tests (passing results) are returned to the workplace after supervisory counseling relevant to the suspicious conditions. Such counseling is informal and not

disciplinary in nature. The Human Resources Department or Risk Management will verbally inform employees of passing results.

18. TIMELINE. Within five (5) working days from receipt of the positive confirmed test results from the MRO, the Employer shall inform the Employee in writing of the failed results, the consequences of the results, and options available. The tested individual has six calendar days to provide the Employer with a written response explaining or contesting the results, explaining how the accident or incident occurred, and why a violation of this policy has not occurred. A copy of the specific positive results shall be provided by the MRO to the employee on or before the date on which the Employee receives the Employer's letter regarding the failed results. Within fifteen (15) days from receipt of response, the Employer shall provide a written response to the tested individual explaining whether the submitted explanation is satisfactory or not. The Employer will then render a final decision regarding employment status.

19. DENIAL OF WORKERS COMPENSATION BENEFITS. If the MRO reports positive test results, the Employer will notify involved health care providers and the Employee that all claims for medical and indemnity benefits under the Workers Compensation Act are forfeited and will not be paid beyond the date of the notice in compliance with and as allowed under Florida's Workers Compensation Act. This denial may be rescinded if the Employee's written response to the Human Resources Department explaining how the accident or incident occurred is deemed satisfactory. Benefits for work related injuries are not covered under the Employer's health plan. Positive test results after an accident or injury is considered a violation of this policy warranting disciplinary action, up to and including termination, regardless of the status of payment of benefits.

20. EMPLOYEE PROTECTION. In the event that the Employer denies Workers Compensation benefits pursuant to this article, the Employer pays authorized medical treatments already received prior to the denial. Tested individuals may have a retest of the original specimen within one hundred eighty (180) days at their own expense by contacting the laboratory; Employees may choose a different laboratory provided it is in compliance with Florida laws and administrative codes. Positive results are not released or used in criminal proceedings.

21. DRUG-RELATED CRIME ARREST OR CONVICTION. An arrest for a drug-related crime constitutes reasonable suspicion of drug use for purposes of this policy. Employees who are arrested for a drug-related crime, e.g. possession or driving under the influence, must inform their supervisor within seventy two (72) hours of the arrest or prior to Employee's next scheduled shift, whichever is earlier. Employees arrested but not convicted of a drug related crime will be subject to placement on paid administrative leave pending the outcome of the case. If the case is dismissed, the Employer will return the Employee to work. Employees subsequently convicted of drug related misdemeanors may be subject to disciplinary action. If a judge or jury convicts an Employee of a felony, the Employer will terminate his or her employment. However, in the event that the Employee successfully appeals the conviction, and the charge is reduced to a misdemeanor, the Employer will treat the matter as if the Employee had initially been convicted of a misdemeanor. If the charge is invalidated completely, and the Employee is found guilty of no crime by the appellate court, the Employer shall reinstate his or her employment at the level he/she left with no payment of back pay or benefits.

22. RECORDS. Documents relating to drug testing are kept confidential and retained in the Human Resources Department separately from the Employee's personnel records. Such records are not public records.

**ARTICLE 38 - RETIREMENT**

38.1 All Employees with ten (10) years or more who leave employment and receive a retirement payment shall receive a Hallandale Beach Fire Department identification card and their current issued helmet.

**ARTICLE 39- PENSION**

39.1 The Parties agree to maintain the Police and Fire Pension Plan as a single employer defined benefit plan. The plan document is the enacting Ordinance 2008-29 and is incorporated herein as reference. The parties further agree that the intent is to continue to maintain one plan and therefore the Police and Fire bargaining unit shall work together to provide the same language for consideration. The following are the modifications to the Plan that were agreed to by the parties as a result of their negotiations concerning the Collective Bargaining Agreement covering the period October 1, 2005 through September 30, 2008 and which have since been incorporated into the Ordinance:

1. Effective 10/01/2006, include Outside Service Duty Detail Compensation as Pensionable Earnings up to a maximum of $10,000 per year. However all Outside Service Duty Detail earnings will be subject to the Employees contribution rate agreed herein. Additionally the Pension fund shall incur all administrative cost for implementing same.

2. Effective 01/01/2006, Include an additional 1% COLA for members that are eligible for the current COLA.

3. ~~Effective upon ratification, T~~the monthly pension stipend ~~will be changed~~is as follows:

   a. Members hired after 01/01/1996 shall not receive any medical stipend benefit from the pension plan.
   b. Members hired before 01/01/1996 shall be eligible for the pension medical stipend with the same provisions as provided in the current ordinance. ($10 per year, Maximum $200 monthly)
   c. Retired Members currently receiving a monthly pension stipend shall continue the current stipend. ($10 per year, maximum $200 monthly)
   d. All eligible stipend recipients are no longer required to provide annual proof of health insurance.

4. For employees hired after 01/01/2007, modify the Additional Accrual Service (AAS) Buyback percent the employee pays from 8.4% to the actual actuarial cost of the benefit and allow the member to pay for this in 10 years instead of 5 years.

5. Increase members' contribution percentage from 8% to 10% effective 10/01/2006

6. Effective 11/01/2006, continue the current prior service credit buyback provisions but require member to have 10 years of actual service before a member can utilize the prior service credit buyback.

7. Effective 10/01/2006, change the Final Compensation calculation to the average of the two most recent Calendar Year Pensionable earnings. Calendar Year means a one year period ending on December 31. With regard to this subsection the parties agree that members entering the DROP or retiring before 09/30/2008 will be shown and allowed to select the old or new method of determining Final Compensation.

8. DROP participants may continue to use the fixed rate or variable rate investment option upon entry and while they are in the DROP. If the member selected the fixed rate option then upon

exiting the DROP the members investment rate shall then revert to actual earnings in DROP account if the member elects to keep any funds in the DROP account.

9. Effective 02/16/2011, Outside Service Duty Detail Compensation will no longer be counted as Pensionable Earnings and earnings from such details will not be subject to pension fund contributions from employees.

10. Effective 02/16/2011, decrease members' contribution percentage from 10% to 9.5%.

39.2 The following are the modifications to Ordinance 2011-11 that have been agreed to by the parties during the negotiations giving rise to this Agreement and that will be adopted by City Ordinance in connection therewith:

1. All bargaining unit members who have not yet entered the deferred retirement option plan ("DROP") and are not yet eligible for normal retirement under the Plan as of the date of August 7, 2013~~ratification of this Agreement~~ (except for those members who will attain 24+ years of credited service in the Plan by December 28, 2013) will be subject to a $95,000 cap on their annual pension benefit; however, any such bargaining unit member who reaches that cap and who is otherwise eligible to receive cost of living adjustments on his/her benefit will be permitted to earn up to eight (8) pension cost of living adjustments on his/her benefit after reaching the $95,000 cap.

2. All bargaining unit members who have not yet entered the DROP as of August 7, 2013~~the date of ratification of this Agreement~~ and who later enter the DROP (except for those members who will attain 24+ years of credited service in the Plan by December 28, 2013) shall not receive a pension cost of living allowance during the term of the DROP.

3. Any bargaining unit members that are hired on or after ~~the date of ratification~~August 7, 2013~~ of this Agreement~~ will be part of a second tier of the City's fire pension plan and will be eligible to receive the following benefits:

   a. 3% Multiplier up to a maximum of 75%

   b. Employee final average compensation will be based on the average salary for the past 5 years of service.

   c. No cost of living adjustment for their Pension Benefit.

   d. No DROP program.

4. Effective October 1, 2013, the City will contribute to members of the bargaining unit up to a 3% salary match on a bi-weekly basis into a 401(a) Defined Contribution account established for the benefit of the member. The City will contribute a match of 1%, 2%, or 3% based on the employee selection.

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~~4.~~39.3 The parties agree that annual Chapter 175 premium tax revenues will continue to be used in the same manner in the future as they have been under existing past practice, and that all funds in the excess state monies reserve shall be applied to reduce the City pension contribution.

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

**ARTICLE 40 - DONATION OF TIME**

40.1 Members may donate vacation time, at pro-rated salary levels, to members suffering an extended illness or injury with no paid leave available and who have qualified for leave under the provisions of the Family and Medical Leave Act.

**ARTICLE 41 – HEALTH REIMBURSEMENT ARRANGEMENT (HRA)**

41.1 The Union and the City agree that the City established a Health Reimbursement Arrangement (HRA) for the benefit of members employed as of or after October 3, 2006. The Health Reimbursement Arrangement (HRA) will be established under Internal Revenue Service Notice 2002-45, Revenue Ruling 2005-24 and utilizing a Trust-type arrangement. All reference to HRA herein shall mean accounts established and in accordance with Internal Revenue Service Notice 2002-45,Revenue Ruling 2005-45 and utilizing a Trust-type arrangement. This benefit will only be available to those bargaining unit members that are employed on or after October 3, 2006. Rehired members are only entitled to this benefit based on their current completed years of service.

41.2 A lump-sum start up provision will require the City to contribute the following amounts into a HRA established for the benefit of the member based on completed actual months of service. (Excludes any buyback years) The date used to determine completed months of service shall be 07/01/2006.

a. Members with 1 month up to 60 months of completed service shall get $62.50 per month, for all months
b. Members with 61 months up to 120 months of completed service shall get $83.33 per month, for all months
c. Members with more than 121 months of completed service shall get $62.50 per month, for all months.

41.3 Effective 10/01/2006, the City will contribute to member account $62.50 per month for each month of completed service into a HRA established for the benefit of the member ($750 annually).

41.4 Vesting provisions, contributions of accrued leave, voluntary irrevocable election for employee contribution, contributions are not pensionable, eligibility requirements and other specific plan provisions will be determined upon implementation of the plan design.

41.5 A member must have been employed at, or become employed subsequent to the time the HRA was established, to receive this benefit into a HRA. If a vested member left after October 3, 2006, but before the establishment of the HRA account and received a retirement check then a cash distribution less the applicable taxes shall be distributed upon payout for the amount provided in Section 41.2.

41.6 The provisions of this Article were not applicable for members that left employment as a result of resignation or termination between October 1, 2005 and prior to the HRA being established. The City shall comply with all rules and regulation when establishing the account for HRA.

**ARTICLE 42 - RETIREE BENEFIT FUND**

42.1 Retiree Benefit Fund

a. The Union shall establish the Local 3080 District 10 Retiree VEBA Benefit Fund ("Retiree VEBA Benefit Fund" or the "Fund") in accordance with all applicable Federal and Florida laws to provide full or partial payments for health insurance premiums and other qualified medical expenses on behalf of former employees of the City's Fire Department for whom uninterrupted contributions have been made and who retire and separate service from the City on or after October 1, 2015.

b. Union agrees that the City will have no liability or responsibility for implementation or administration of the Fund, including but not limited to any of the expenses or benefits of the Fund. Union and the Retiree VEBA Benefit Fund shall indemnify and hold harmless the City against any claim, demand, suit or liability, and for attorneys' fees and costs arising in relation to the implementation or administration of the Retiree VEBA Benefit Fund, except to the extent that the City's acts or omissions give rise to its own liability.

c. All employees covered by this Agreement shall be eligible to participate in the Fund. Any and all eligibility requirements and benefits provided through the Fund will be determined by the Board of Trustees of the Fund.

d. Bargaining unit employees promoted after October 1, 2015 to a Fire management classification shall continue in the Retiree VEBA Benefit Fund at the same contribution percentage as all other members of the fund. The Contribution method for those individuals shall be outlined in the Plan Document.

42.2 City Contributions

a. During the term of this Agreement, the City will contribute, annually, an amount equal to two and one half percent (2.5%) of the cumulative total base pay for members of the bargaining unit as of October 1 of that fiscal year into the Retiree Benefit Fund.

b. In FY 2016, the City will make its required contribution as follows: (i) after the Union provides the City with an estimate of the start-up costs necessary to implement the Plan (i.e., cost of professional services necessary to create Plan and draft Plan documents), the City will provide the Union with a partial contribution for FY 2016 sufficient to cover those costs; (ii) after the Union sets up the Plan and creates the underlying Plan documents, it will provide the City with the Plan documents to review; and (iii) once the City reviews the Plan documents, and if no additional changes are needed regarding City responsibility, actions and liability, it will, within thirty (30) days, provide the Union with the balance due for FY 2016 after offsetting the amounts already paid under 42.2(b)(i) herein.

c. ~~In FY 2017 and 2018, t~~The City will make its required contribution in a lump sum by November 1 of each year.

~~a.~~d. When making its contribution(s) to the Fund as provided for this in this Article, the City shall simultaneously provide to the Union a list of all employees for whom contributions have been made on an itemized basis detailing the compensation and amount of contributions made.

**ARTICLE 43~~2~~ - DURATION OF AGREEMENT**

43~~2~~.1 Except as otherwise expressly provided in this Agreement, this Agreement shall be effective the date that the City of Hallandale Beach City Commission and the Employees, represented by the Union, comply with the ratification requirements of Section 3 below. This Agreement shall remain in full force and effect through and including September 30, 2018~~5~~, with the exception of articles modified or changed by mutual consent.

43.2 To negotiate a successor Agreement, the parties shall meet within thirty (30) days' notice from the other party.

~~42.2 The following procedures shall constitute the correct method for negotiation: either party may submit written notice as to the need for collective bargaining between 120 to 150 days prior to October 1, 2015. The Employee Organization (Union) shall submit the proposed changes that it wishes to negotiate either in the initial notice of negotiations or at the first meeting. It shall be the obligation of both parties to meet and confer within ten (10) days after the receipt of written notice of a request for a meeting for collective bargaining purposes unless this time limit is extended by mutual consent.~~

43~~2~~.2~~3~~ The below signatures shall not be binding upon ~~the City of Hallandale Beach~~ either party until this Agreement has been ratified at a meeting of the City of Hallandale Beach City Commission and by the public Employees who are members of the bargaining unit, subject to the provisions of subsections 2 and 3 of the Florida Statute 447.309.

WHEREFORE, in accordance with Florida Statute 447.309(1), the undersigned parties through their respective authorized representatives sign this Agreement this ___~~7~~th day of August 2015~~3~~.

# SIGNATURE PAGE

**Hallandale Beach Professional Firefighters, City of Hallandale Beach Metro Broward, Local 3080, District 10**

_____
James Bunce, 10th D.V.P. IAFF, Local 3080

_____
Brian Powell, President IAFF-Local 3080

_____
Noah Warman, Legal Counsel, IAFF-Local 3080

**City of Hallandale Beach**

_____
Renee C. Miller, City Manager

_____
Taren Kinglee, Human Resources Director

_____
Radu Dodea, Assistant Human Resources Director

_____
Brett J. Schneider, Special Labor Counsel