

**Agreement  
Between  
City Of Fort Lauderdale  
And  
Local 765**

**Fort Lauderdale Professional Firefighters, Inc.  
International Association of Firefighters AFL-CIO-CLC**

**BATTALION CHIEFS**

**EFFECTIVE OCTOBER 1, 2021- SEPTEMBER 30, 2023**

## TABLE OF CONTENTS

<b>ARTICLE 1 - GENERAL .....</b>	<b>4</b>
<b>ARTICLE 2 - RECOGNITION .....</b>	<b>5</b>
<b>ARTICLE 3 - MANAGEMENT RIGHTS .....</b>	<b>6</b>
<b>ARTICLE 4 - UNION RIGHTS .....</b>	<b>8</b>
<b>ARTICLE 5 - UNION DEDUCTIONS .....</b>	<b>9</b>
<b>ARTICLE 6 - UNION BUSINESS.....</b>	<b>10</b>
<b>ARTICLE 7 – WORK HOURS .....</b>	<b>12</b>
<b>ARTICLE 8 - SENIORITY .....</b>	<b>14</b>
<b>ARTICLE 9- LAYOFF/RECALL.....</b>	<b>16</b>
<b>ARTICLE 10 - BIWEEKLY RATES OF PAY AND ASSIGNMENT PAY .....</b>	<b>17</b>
<b>ARTICLE 11 - LONGEVITY PAY .....</b>	<b>20</b>
<b>ARTICLE 12 - HOLIDAYS .....</b>	<b>21</b>
<b>ARTICLE 13 – VACATION LEAVE .....</b>	<b>23</b>
<b>ARTICLE 14 – VEHICLE PROGRAM.....</b>	<b>25</b>
<b>ARTICLE 15 - TUITION PAYMENT PLAN .....</b>	<b>27</b>
<b>ARTICLE 16 - SICK LEAVE .....</b>	<b>29</b>
<b>ARTICLE 17 BEREAVEMENT LEAVE .....</b>	<b>33</b>
<b>ARTICLE 18 - NO STRIKE OR LOCK OUT .....</b>	<b>34</b>
<b>ARTICLE 19 - HEALTH SERVICES.....</b>	<b>36</b>
<b>ARTICLE 20 - TEMPORARY UPGRADING.....</b>	<b>37</b>
<b>ARTICLE 21 - DEPARTMENTAL POLICY, RULES AND REGULATIONS.....</b>	<b>38</b>
<b>ARTICLE 22 - PERSONNEL RECORDS .....</b>	<b>39</b>
<b>ARTICLE 23 - JURY DUTY .....</b>	<b>41</b>
<b>ARTICLE 24 - EXCHANGE OF TIME.....</b>	<b>42</b>
<b>ARTICLE 25 - MILEAGE ALLOWANCE .....</b>	<b>43</b>
<b>ARTICLE 26 - PERFORMANCE RATING REVIEW.....</b>	<b>44</b>
<b>ARTICLE 27 - INJURY BENEFITS.....</b>	<b>46</b>
<b>ARTICLE 28 - HOSPITALIZATION INSURANCE PLAN .....</b>	<b>50</b>
<b>ARTICLE 29 - EQUAL OPPORTUNITY / AFFIRMATIVE ACTION PROGRAMS .....</b>	<b>53</b>
<b>ARTICLE 30 - LEAVE WITHOUT PAY.....</b>	<b>54</b>
<b>ARTICLE 31 - DONATION OF ACCRUED LEAVE.....</b>	<b>55</b>

<b>ARTICLE 32- RESIGNATION.....</b>	<b>57</b>
<b>ARTICLE 33 - COURT APPEARANCES .....</b>	<b>58</b>
<b>ARTICLE 34 - MODIFICATIONS TO RETIREMENT SYSTEM .....</b>	<b>59</b>
<b>ARTICLE 35 - LEGAL BENEFITS.....</b>	<b>64</b>
<b>ARTICLE 36 - DISCIPLINE PROCEDURE.....</b>	<b>65</b>
<b>ARTICLE 37 - GRIEVANCE PROCEDURE .....</b>	<b>67</b>
<b>ARTICLE 38 - ARBITRATION .....</b>	<b>70</b>
<b>ARTICLE 39 - SUBSTANCE / ALCOHOL TESTING PROGRAM .....</b>	<b>72</b>
<b>ARTICLE 40 - PRODUCTIVE WORK AND WORK ASSIGNMENT .....</b>	<b>76</b>
<b>ARTICLE 41 -SUBCONTRACTING.....</b>	<b>77</b>
<b>ARTICLE 42 - SMOKING POLICY .....</b>	<b>78</b>
<b>ARTICLE 43 - MERGERS OF OTHER FIRE DEPARTMENTS AND PROVIDING SERVICE TO OTHER MUNICIPALITIES .....</b>	<b>79</b>
<b>ARTICLE 44 -DETAIL PAY .....</b>	<b>80</b>
<b>ARTICLE 45 - SAVINGS CLAUSE.....</b>	<b>82</b>
<b>ARTICLE 46 - PROVISIONS IN CONFLICT WITH LAW .....</b>	<b>83</b>
<b>ARTICLE 47 - ZIPPER AND WAIVER CLAUSE .....</b>	<b>84</b>
<b>ARTICLE 48 - DURATION OF AGREEMENT .....</b>	<b>85</b>
<b>ARTICLE 49 - TRAINING STANDARDS.....</b>	<b>86</b>
<b>ARTICLE 50 – LATE/A.W.O.L .....</b>	<b>87</b>
<b>ARTICLE 51- EMERGENCY LEAVE.....</b>	<b>88</b>
<b>ARTICLE 52- PAST PRACTICES .....</b>	<b>89</b>
<b>ARTICLE 53 - DISTRICT ASSIGNMENTS.....</b>	<b>90</b>
<b>SCHEDULE B ASSIGNMENT PAY.....</b>	<b>91</b>
<b>APPENDIX A – WAGE SCHEDULE.....</b>	<b>92</b>

## **ARTICLE 1 - GENERAL**

The City of Fort Lauderdale, hereinafter referred to as the “City”, and Local #765 of the International Association of Firefighters, hereinafter referred to as the “Union” or “IAFF”, in order to increase general efficiency in the Fire Rescue Department, to maintain the existing harmonious relationship between the Fire Rescue Department and its employees, and to promote the morale, rights and well-being of the members of the Fire Rescue Department in order that more efficient and progressive public service may be rendered, hereby agree as follows:

**Public Employees:** The Fire Rescue Department and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their professional conduct in order that they may merit the respect and confidence of the general public.

## **ARTICLE 2 - RECOGNITION**

**Section 1** Pursuant to and in accordance with all applicable provisions of Article 1, Section 6, of the Florida Constitution and pursuant to the guidelines as set forth in Chapter 447, Florida Statutes, the City recognizes the Union as the exclusive bargaining agent for those employees in the defined Bargaining Unit with respect to rates of pay, wages, hours, and terms and conditions of employment.

**Section 2** The Bargaining Unit for which this recognition is accorded is as defined by the Public Employees Relations Commission (PERC) and shall be comprised of all employees of the City of Fort Lauderdale regularly classified as Battalion Chief or Assistant Fire Marshal.

**Section 3** Excluded: All other employees of the City of Fort Lauderdale.

**Section 4** The aforementioned Bargaining Unit has been appropriately certified by PERC and it is therefore understood that no modification, addition or subtraction to said Bargaining Unit can occur until all procedural steps provided for by statute and PERC Rules and Regulations have taken place including appearances before PERC and until such time as PERC acts to amend the definition of the Bargaining Unit.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

**Section 1** The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects except as modified by other articles of this Agreement. The rights of the City, through its management officials, shall include but not be limited to the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for service to be offered the public.
- E. To manage and direct the employees of the City including the right to establish, modify, reduce or otherwise change work schedules or workweek, assign work and overtime, and to establish, modify or change rules and regulations applicable to employees covered by this Agreement.
- F. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action and impose sanctions for cause involving deficiencies in performance, conduct, or both.
- H. To increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duties because of a lack of work or lack of funds.
- I. To determine the location, method, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased or to be contracted out or subcontracted.
- J. To determine the number of employees to be employed by the City.
- K. To establish, change or modify the number, types, and grades of positions or employees assigned to an organization, department or division thereof or project.
- L. To establish, change, or modify duties, tasks and responsibilities or requirements within job classifications in the interest of efficiency, economy, technological change or operating requirements consistent with Article 39, "Past Practices", Article 33, "Light Duty", Section 33 and Article 51, "Productive Work and Work Assignments".
- M. Through the City Manager or designee, to enter into and administer Last Chance Agreements with the Union and bargaining unit members, and to enter into and administer any Memorandum of Understanding with the Union to memorialize an interpretation of any terms of this Agreement, result of impact bargaining, or other

**Agreement Between the City of Fort Lauderdale and  
Local 765 – Fort Lauderdale Professional Firefighters, Inc.  
Battalion Chiefs  
International Association of Firefighters, AFL-CIO-CLC.**

matter addressing any term or condition of employment for bargaining unit members that neither conflicts with, nor changes any express provision of this Agreement.

**Section 2** The City has the authority and obligation to determine the purpose and mission of the City and the amount of budget to be adopted by the City Commission.

**Section 3** If, at the sole discretion of the City, it is determined that a civil emergency condition exists including but not limited to labor disputes, strikes, work stoppages, riots, civil disorders, hurricane conditions, or similar occurrences, the provisions of this Agreement may be suspended by the City Manager or designee during the time of the declared emergency, provided that wage rates, insurance, and pension benefits shall not be suspended. Any suspension of the agreement shall be reevaluated every thirty (30) days with written notice to the Union.

#### **ARTICLE 4 - UNION RIGHTS**

Members of the Fire Rescue Department shall have the right to join the Union, or not to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining negotiations or other mutual aid for protection, to express or communicate to management any view, grievance, complaint or opinion, related to the conditions of compensation and terms of employment of public employees or their betterment, all free from restraint, coercion, discrimination or reprisal. Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as it is clearly presented as the view of the Union and not necessarily the City.

There shall be no discrimination or intimidation against any employee because of the employee's membership or lack of membership in the Union or by virtue of the employee holding office or not holding office in the Union. Provisions of this Agreement shall be applied to all employees without discrimination.

### **ARTICLE 5 - UNION DEDUCTIONS**

Upon the written authorization of an employee and approved by the Union President, the City agrees to deduct biweekly, from the wages of each employee the sum certified as Union deductions and on or about fifteen (15) days following a pay day deliver the sum to the Union Treasurer. If any employee does not have wages due to him/her, or the wages are not large enough to satisfy the deductions, no collection shall be made from the employee for that pay period.

An individual employee desiring deductions to be withheld from his/her wages shall sign a standard form along with the counter signature of the Union Treasurer indicating such desire.

Authorization to withhold deductions from an employee's wages may be revoked at the employee's will upon thirty (30) days written notice to the paymaster and Union Treasurer. Such fees will be authorized, levied and certified in accordance with the Constitution and By\_Laws of the local Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Union Treasurer of the local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union deductions.

The Union shall have no right or interest whatsoever except as otherwise provided in this Agreement in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees except as otherwise provided in this Article shall be released from all liability to the employee and to the Union under such deductions.

## **ARTICLE 6 - UNION BUSINESS**

**Section 1** The President or designated representative(s) of the Union shall, five (5) working days prior to beginning negotiations give written notice to the Fire Chief or designated representative and the Human Resources Director of the two (2) employees designated to represent the Union in contract negotiations. Designated representatives shall be allowed time off during working hours without loss of pay to negotiate with the City.

**Section 2** Chief Officer's Rep (Chief Union Steward) - The Union may select one (1) representative of the Union who may investigate and process grievances during working hours at no loss in pay, and, should the grievance proceed to Step 3 or above in the grievance procedure, up to one (1) member shall be allowed time off without loss of pay for this purpose. The grievant shall be permitted to attend all proceedings at no loss of pay if the meetings occur on a duty day.

**Section 3** Members shall be allowed to donate his/her annual leave, holiday, or other accrued time or leave toward a pool of time which may be drawn upon by Union representatives for the performance of Union functions; including but not limited to, attendance at conventions, seminars, symposiums, conferences and meetings.

A representative of the Union desiring to attend such meetings on official Union business shall submit his/her notice to the employee's Assistant Chief/Deputy Chief (Fire Marshal for Fire Prevention) at least one (1) shift day before the requested time off. Further, with approval of the Fire Chief or designee, the above mentioned one day requirement may be waived.

**Section 4** Donations of time shall be authorized, on an appropriate form, by the employee so donating, one (1) copy of which shall go to the Fire Rescue Department, and one (1) copy to the Union. All time donated shall be reduced to and converted to a dollar amount equivalent to the base salary of those members so donating. Time drawn against the time pool shall be with the approval of the Union President or designated representative. A record of all time donated and drawn against the above-mentioned pool of time shall be accurately kept by the Fire Rescue Department and the Union. If there is no "in rank" replacement, leave request may be denied; however, employees shall be permitted to utilize their personal vacation time for such leave. With the exception of one (1) three (3) hour meeting every three (3) months, if there is no qualified replacement on the day shift the leave request may be denied. However, employees shall be permitted to utilize their personal vacation time for such leave. Management, at its discretion, may choose not to replace the employee if no qualified replacement exists.

When time is drawn against the pool of time, the position of the Union Representative(s) utilizing said time shall be filled by another employee of the identical rank who shall be compensated on a straight time basis for the time worked, which shall be deducted from the accumulative dollar value of the time pool.

**Section 5** An accurate list of those employees donating to the time pool shall be kept by the Union and the Fire Rescue Department. Said work shall be scheduled on a rank for rank seniority basis of those so donating to the time pool.

**Section 6** Employees using Union Time Pool will conduct themselves according to the principles and standards of Florida Statutes 447 and agree that they will not exhibit conduct that could cause embarrassment to the City.

**Section 7** The City agrees that when an employee of the designated Bargaining unit is appointed or elected to an advisory board and/or committee of the City of Fort Lauderdale, Florida State Fire College or the Florida Fire Fighters Standards Council, said employee shall be afforded time during working hours without loss of pay to attend scheduled meetings which shall be verified by the committee chairperson and, in addition, any other State agency appointment which shall be subject to the approval of the City. At no time shall an employee receive overtime compensation or any additional time off for meetings and travel related to the appointed or elected position on the board or committee.

**Section 8** The Union President shall be assigned to a 40-hour work week schedule and receive the same benefits as any other 40-hour work week bargaining unit member according to this Agreement. The assignment will be for the purpose of being available for City staff, Fire Administration, union business and managing and administering the VEBA.

## **ARTICLE 7 – WORK HOURS**

**Section 1** The parties acknowledge and agree that Battalion Chiefs are exempt from the overtime provisions of the Fair Labor Standards Act. However, the basic work assignment for Battalion Chiefs and the Assistant Fire Marshal shall consist of 40 hours for Non-Operations personnel and 48 hours for Operations personnel assigned to a 24-hour shift. However, both Operations and Non-Operations Battalion Chiefs and the Assistant Fire Marshal shall be paid in accordance with Schedule A.

**Section 1.1** The basic weekly hours of duty, other than hours, which members may be summoned or kept on duty as required by the City, shall be forty-eight (48) hours for members assigned to the Operations Division. A twenty-one (21) day, three (3) platoon rotating cycle of twenty-four (24) hour continuous tours of duty, with one (1) normally scheduled tour of duty (“Kelly Day”) off every seventh (7<sup>th</sup>) shift shall be maintained. “Kelly Days” shall be scheduled on the basis of seniority by time in grade for each platoon on an annual basis on or about October of each year. Battalion Chiefs, when selecting a Kelly Day, will have all seven days of the week available to select.

**Section 1.2** At the City’s sole discretion, Non-Operations personnel may be assigned to a flexible work schedule that upholds the parameters set forth in Sections 1 and 1.1 of this Article.

**Section 1.3** Battalion Chiefs may be required to work additional hours, which can be in increments of 8 or more beyond their regular 40 or 48 hour workweek to fill an Operations Battalion Chief position. Battalion Chiefs working hours in excess of their regular scheduled workweek shall be compensated in accordance with their hourly rate in Schedule A. Compensation paid to Battalion Chiefs for additional hours worked under this Section does not constitute “Earnings” under Section 20-127 of the City Code in that the compensation is not part of the Battalion Chief’s fixed monthly remuneration and does not constitute assignment pay or regular longevity bonuses.

**Section 1.4** If a Battalion Chief is needed to fill a vacant Operations Battalion Chief position, the vacancy shall be filled on a rank for rank basis and he or she will be selected from a shift list established based on seniority starting with the most senior employee. When a position needs to be filled, the employee at the top of the list will be offered the position. When an employee works eight (8) or more hours, he or she will be moved to the bottom of the list.

**Section 2 State or Federal Deployment Pay:** The City recognizes the need to send mutual aid for State and Federal State of Emergency situations. Any time the City provides this assistance, all members used for this assistance shall be paid at a rate consistent with the rate paid by the respective State or Federal agency. This pay shall start at the time the employee reports to the Fire Station for assigned deployment duties and end when the employee is relieved by a Chief Officer upon return. This pay will be paid to each member of the deployment within two pay periods after returning.

**Section 3 Emergency Defined:** An emergency shall be defined as a situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action.

**Section 4 Flex Time:** Battalion Chiefs assigned to a 40-hour workweek may, with prior approval, flex their work schedule within the same workweek. Additional hours compensated under section 1.3 shall not cause accrual of flex time.

**Section 5:** Changes to the number of slots for Kelly Days or Vacation leave, or the days on which those slots are available, may be made by mutual, written agreement between the Fire Chief and Union President.

## **ARTICLE 8 - SENIORITY**

**Section 1 City Seniority:** Each employee will have seniority standing in the City equal to the employee's total length of service with the City of Fort Lauderdale from the most recent date of employment with the City.

City Seniority shall be used for the purposes of computing the amount of vacation benefits, longevity pay, service awards, and other matters based on length of service with the City.

**Section 2 Departmental Seniority:** Each employee will have seniority standing in the Fire Rescue Department equal to the employee's total length of service with the City of Fort Lauderdale Fire Department from the most recent date of employment with the Fire Rescue Department. Departmental Seniority shall be used in all cases involving reduction of personnel due to layoff and recall from layoff, demotion or other legitimate causes.

**Section 3 Classification Seniority:** Each employee will have seniority standing in the classification in which the employee holds a permanent appointment equal to the employee's length of service in said classification from the most recent date of employment in the classification.

For promotional exams, if multiple promotions are made on the same date from a promotional register, the order of the final ranking will be used to determine classification seniority. If there is a tie in ranking, the date the employee's application was received, and time stamped by the Human Resources Department will be used as the deciding factor.

Classification Seniority shall be used for bargaining unit member assignments, vacation preferences, and "Kelly Days".

**Section 4 Accrual of Seniority Benefits:** Accrual of leave, longevity or any other benefit based upon length of service shall be determined by provisions contained in this Agreement. When such amendments are applicable to the Bargaining Unit, they shall be made by mutual consent. When a member returns to duty from disability, the employee shall maintain his/her position on the seniority roster.

**Section 5 Probation** Promoted employees shall be considered on probation for a period of six (6) months, during which time the City will have the right to retain the employee in the designated class or demote the employee to the classification previously held.

A probationary period may be extended upon mutual agreement between the Union and City Manager or designee.

**Section 6.0 Loss of Seniority:** An employee's seniority and employment shall terminate when an employee:

**Section 6.1** Voluntarily resigns.

**Section 6.2** Retires.

**Section 6.3** Has not worked for the City for two (2) years after layoff.

**Section 6.4** Is absent for three (3) consecutive working days without authorization. However, nothing contained herein restricts lesser disciplinary actions.

**Section 6.5** In the event of recall to work, failure to report for work within fourteen (14) calendar days of the date of receipt of certified recall letter or failure to notify the City of the intent to return to work within five (5) calendar days of the date of receipt of said recall letter.

**Section 6.6** Has not worked for the City for a period of two (2) years or upon being granted disability benefits by the Police and Fire Pension Board, whichever comes sooner. At the discretion of the Fire Chief, the employee may be granted an extension until the disability is accepted or denied by the Police and Fire Pension Board, if the employee's disability was placed on the agenda for the Police and Fire Pension Board 90-days before the 2-year limit. Such discretion shall not be exercised unreasonably.

**Section 6.7** Failure to return from an authorized leave of absence within three (3) calendar days. However, nothing contained herein restricts lesser disciplinary actions.

**Section 6.8** Is discharged.

## **ARTICLE 9- LAYOFF/RECALL**

**Section 1** The City may layoff a Bargaining Unit member whenever such action is made necessary by reasons of shortage of work or funds, the abolishment of a position or because of changes in organization.

**Section 2** Whenever the layoff of one or more Bargaining Unit members becomes necessary, the Fire Chief shall notify the Director of Human Resources, at least ten days in advance, of the intended action and the reasons for the layoff. The Director of Human Resources shall thereupon furnish to the Fire Chief the names of the employees to be laid off in the order in which the layoff shall occur. The Director of Human Resources shall make every effort to notify the Union in advance of the Bargaining Unit members who will be laid off.

**Section 3** In the event of a layoff, temporary, provisional and probationary employees in the classification of Battalion Chief or Assistant Fire Marshal shall be laid off in that order and before any permanent Battalion Chief or Assistant Fire Marshal is laid off.

**Section 4** In the event of a reduction in force causing the elimination of a Battalion Chief or Assistant Fire Marshal position, the least senior person in the position shall have the opportunity to return to the last permanently held classification based upon Departmental seniority. In the event that such a roll-back causes the bumping of a less senior employee in the lower rank, that person shall be processed in accordance with the lay-off provisions of their respective collective bargaining agreement.

**Section 5** The recall of employees in a layoff status shall be in the reverse order of the layoff with the last employee laid-off being the first rehired provided that such employee has the physical and mental ability to perform the work available. Recall notices shall be sent by registered mail, return receipt requested, to the last known address of the employee to be recalled. It is the sole responsibility of the employee on lay-off to keep the Department advised of his/her current address.

## **ARTICLE 10 - BIWEEKLY RATES OF PAY AND ASSIGNMENT PAY**

**Section 1.0** Attached hereto is a Wage Appendix showing, in Schedule A, rates of pay of employees covered by this Agreement. Progression through the steps shall occur at the discretion of the Fire Chief or designee, and subject to City Manager approval for meritorious service; however, progression from one step to a higher step shall be no less than twelve (12) month intervals. Employees between steps shall advance to the closest step not below their current rate of pay effective the first full payroll period beginning on or after the date of ratification.

**Section 1.1** Effective the first full pay period of October 2023, 2024, and 2025 the pay ranges shall be adjusted by the percentage necessary to bring the maximum annual rate of the pay range to the 75<sup>th</sup> percentile of the maximum annual rate for all Broward County fire agencies (or 25<sup>th</sup> from the top out of 100 comparators) with the same job classifications as of October 1 of the same calendar year. Broward County fire agencies with the same job classifications with expired/status quo agreements will be included as survey comparators. In any single year the 75<sup>th</sup> percentile increase shall not be less than two percent (2%) nor greater than four percent (4%).

To the extent EMT and paramedic pay is included in the annual rate of pay of comparator agencies to reach the 75<sup>th</sup> percentile, those annual rates of pay, for comparison purposes, shall exclude EMT and paramedic certification pay.

To calculate the 75<sup>th</sup> percentile, the parties agree to compare pay ranges as of April 1 of each year identified above in this Section 1.2, to the maximum annual rate effective the first full pay period of the following October -and will calculate as follows:

1. Calculate 25% of the total number of agencies that have Battalion Chiefs and/or an Assistant Fire Marshal;
2. Calculate the difference between the two agencies' rate of pay of which the City's rate must fall between.
3. Calculate 50% of the difference between the rates of pay of the agencies that the City rate must fall between; and
4. Subtract the 50% from the higher of the two agencies rates of pay.

**Section 1.2** For the term of this Agreement, employees topped out of the established pay range set forth in Schedule A shall receive a one-time annual lump sum payment of one and one-half percent (1.5%) of base annual rate for an overall performance evaluation rating of satisfactory or a one-time annual lump sum payment of three percent (3%) of base annual rate for an overall performance evaluation rating of above satisfactory or outstanding. The base annual rate used to calculate the lump sum payment shall be the rate in effect on the date the employee's annual performance evaluation is due. The parties agree the lump sum payments are not considered pensionable.-

**Section 2 Assignment Pay:**

1. The Fire Chief or designee has sole discretion in placing and removing bargaining unit members from assignment pay duties.
2. The assignment pay shall become effective beginning the first pay period following placement in the assignment by the Fire Chief or designee. In calculating total assignment pay, multiple assignment pays shall not be compounded.
3. Multiple assignment pays will be at the discretion of the Fire Chief.
4. Miscellaneous assignment pays may be paid at 2%-10% of the employee's pay step as determined solely by the Fire Chief.
5. Bargaining unit members regularly assigned to Non-Operations shall be paid in accordance with Schedule B.

**Section 3** When computing all pay rates or other forms of compensation, the rate shall be rounded to the nearest whole cent. Amounts .5 cent (\$.005) or above shall be rounded upward to the next whole cent; amounts .49 cent (\$.0049) and below shall be rounded downward to the next whole cent.

In computing any pay rate adjustment, said adjustment will be made first on the hourly rate if applicable. The adjusted hourly rate will then be used to establish a biweekly, monthly and annual rate.

**Section 4 Post-Retirement Pay Steps:**

**Section 4.1** The pay plan shall be amended to provide for five (5) additional pay steps to be known as the post-retirement pay steps (PPS). To be eligible for a post-retirement pay step, a member must have attained a normal service retirement from the City as defined in Section 20129 of the Code of Ordinances of the City of Fort Lauderdale and have separated from City service. Entry into the Deferred Retirement Option Program (DROP) and the term of any DROP participation does not count toward the timing of the PPS.

**Section 4.2** The steps shall be payable annually and each step shall take effect every third year until five (5) steps have been achieved. To be eligible for a PPS, the member must have retired (including the end of DROP) and separated from the City for a period of three (3) years. The value of any individual PPS shall be based on the normal retirement benefit of the member, exclusive of any amount paid from the DROP. The initial PPS shall be equal to three percent (3%) of the individual's base retirement benefit and each subsequent PPS shall be three percent (3%) of the preceding step. For example, if a member's base retirement benefit is \$100 per year, in the third year after separation, the first PPS will be equal to \$3. The second PPS will be equal to \$6.09. Each succeeding pay step will be calculated by multiplying the preceding amount by 1.03. Following attainment of the highest PPS, the PPS shall remain at that amount and shall not increase for the life of the member and any survivor. Any future changes in the PPS, which occur after the separation of a member from service shall not apply to the separated member.

**Section 4.3** The City shall pay the PPS directly to the member based on the retirement benefit amount information provided by the Police and Fire Retirement System. The postretirement pay steps shall not constitute a benefit under the Retirement Plan of the Police and Fire Retirement System or otherwise be a provision of the Retirement Plan but shall be a direct appropriation by the City in the same manner as the employee payroll. The PPS shall be funded through the City OPEB Trust or other direct City appropriation and shall not be an actuarial liability or obligation of the Police and Fire Retirement System.

**Section 4.4** This PPS provided herein shall apply to any active bargaining member, including DROP participants, who were employed on or after October 1, 2018. The first PPS shall not be due until the fiscal year beginning October 1, 2021.

**Section 4.5** The City and Union agree and intend that the PPS provided herein are not retirement benefits under the Retirement Plan of the Police and Fire Retirement System or otherwise and do not constitute a retirement plan. The PPS shall not be considered as an accrued or vested benefit under the Retirement Plan of the Police and Fire Retirement System or otherwise. The PPS may be altered or eliminated in future negotiations, however, any person who has qualified for the PPS shall have a continued right to receive the PPS in the future. In the event a state or federal regulatory agency or court determines the PPS is a retirement plan or benefit under the Retirement Plan of the Police and Fire Retirement System or otherwise, the parties agree that the PPS shall be immediately terminated and shall no longer be payable by the City; and, in such event, the parties shall bargain over the impact of that finding. If the PPS is terminated, the increased employee pension contributions provided in Article 42, Sections 10, 11, and 12 shall also be terminated.

## **ARTICLE 11 - LONGEVITY PAY**

**Section 1** Regular full-time employees shall receive two hundred and four dollars (\$204) for each year of continuous service as a Battalion Chief and one hundred and twenty-nine dollars (\$129) for each year of longevity eligibility pursuant to the rank-and-file agreement at the time of promotion to the rank of Battalion Chief.

**Section 2** In the event such a regular full-time employee is or has been on an authorized leave of absence, suspended, dismissed or laid off after having qualified for longevity pay, such employee shall receive a pro rata cash payment based on a computation of those months which the employee was actually present for duty during the year for which payment is to be made.

**Section 3** An employee not on duty and not working due to an injury incurred on the job or a service-connected disability shall receive credit for longevity pay which would normally have accrued as if the employee had been on duty and working. In no event shall such injured or disabled employee receive credit for nor shall longevity pay accrue after the expiration of twelve (12) calendar months from the date of inception of such injury or disability if the employee has not returned to work within such twelve-month period.

**Section 4** Continuous full-time service shall be computed through October 31 of the year in which payment is to be made. Payment shall be made on or about December 1 of each year.

**Section 5** Employees hired on or after October 1, 2004, shall not be eligible for a longevity payment.

## **ARTICLE 12 - HOLIDAYS**

**Section 1 Holidays:** The following are recognized holidays for eligible employees:

New Year's Day (January 1)  
Martin Luther King's Birthday (Third Monday in January)  
Presidents Day (3<sup>rd</sup> Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Veterans' Day (When observed by Federal employees)  
Thanksgiving Day (Fourth Thursday in November)  
Day Following Thanksgiving  
Christmas Day (December 25)  
Holidays declared by the City Manager

### **Section 2 Operations:**

A maximum of eighty (80) hours shall be added to the annual leave of each Bargaining Unit member working twenty-four (24) hour shifts and an additional eight (8) hours shall be added for each holiday declared by the City Manager.

### **Section 3 Non-Operations:**

- A. **Fixed Date:** Employees on the active payroll on the date of the fixed date holiday shall have the day off and receive eight (8) hours holiday pay at the straight rate of pay. To be eligible for a paid holiday, an employee must also have worked his/her full, regularly scheduled workday before and after the holiday. For fixed date holidays, a day worked shall include a day for which leave with full pay is authorized.
- B. In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

**Section 4 Floating Holiday:** Each regularly employed full-time employee shall earn a "Floating Holiday" for any calendar year in which no personal leave was used. The "Floating Holiday" shall consist of eight (8) hours added to the vacation leave of such employee. Probationary employees shall also be eligible provided they have worked full-time for the entire calendar year and have successfully completed probation prior to the end of the calendar year. The eight (8) hours additional vacation leave shall accrue on January 1 immediately following the calendar year of unused personal leave. The additional vacation leave may be used at a time approved by the Department Head or designee. The "Floating Holiday" is to be used during the calendar year in which it is posted, or it is forfeited by the employee. Such leave time may not be converted to a cash payment.

**Section 5** Holidays occurring while a member is on vacation leave shall not be charged against the member's vacation leave balance.

**ARTICLE 13 – VACATION LEAVE**

**Section 1 Eligibility:** Each full-time employee shall earn vacation leave at the rate shown below, per years of continuous service.

	Years of Service	Hours earned for every hour paid	Hours earned per Biweekly Pay Period (if all hours paid)	Max (hrs)		Years of Service	Hours earned for every hour paid	Hours earned per Biweekly Pay Period (if all hours paid)	Max (hrs)
IAFF  Not Required to work Holidays	<05	.05775	4.62	400.00	IAFF (on shift)  Required to work Holidays	<05	.04813	4.62	400.00
	05	.06163	4.93	408.00		05	.05136	4.93	408.00
	06	.06550	5.24	424.00		06	.05459	5.24	424.00
	07	.06925	5.54	440.00		07	.05771	5.54	440.00
	08	.07313	5.85	456.00		08	.06094	5.85	456.00
	09	.07700	6.16	472.00		09	.06417	6.16	472.00
	10	.08088	6.47	488.00		10	.06740	6.47	488.00
	11	.08463	6.77	504.00		11	.07053	6.77	504.00
	12	.08850	7.08	520.00		12	.07375	7.08	520.00
	13	.09238	7.39	536.00		13	.07698	7.39	536.00
	14	.09625	7.70	552.00		14	.08021	7.70	552.00
	15 or greater	.09625	7.70	560.00		15 or greater	.08021	7.70	560.00

Bargaining Unit members who become disabled and who are not working due to disability shall be eligible to earn vacation and holiday leave while in a full pay status using personal/vacation leave, worker's compensation, or both. The maximum vacation accrual provisions of this Article shall apply to such disabled employees. Bargaining Unit members shall cease to accrue holiday and vacation leave as of the date they are granted a disability benefit by the Police and Fire Pension Board.

**Section 1.1** It is agreed that the classified members of the Operations Division of the Fire Rescue Department shall have their vacation computed on the basis of sixteen (16) hours charged for each twenty-four (24) hour shift not worked because of vacation.

**Section 2 Maximum Vacation Accrual:** Operations employees (24-hour shift personnel) who have been employed full-time for at least 15 years will be allowed to accrue up to a maximum of five hundred sixty (60) vacation.

**Section 3** The Fire Chief shall make every effort to ensure that earned vacation leave is used on a current yearly basis in order to provide employees with vacation and proper rest and

relaxation. Earned vacation leave may be used for any other purpose with the prior approval of the Fire Chief.

**Section 4** Vacation selections shall take place as needed throughout the year. Battalion Chiefs (24-hour shift personnel) will make every effort to coordinate amongst each other scheduled vacation leave and notify the Assistant Chief for entry into the electronic system.

**Section 5** Beginning January 1 of each year, each Chief Officer bargaining unit member shall receive forty-eight (48) management vacation hours. These hours must be used in the calendar year, or the member may elect the option of accepting cash payment at seventy-five percent (75%) of the current rate of pay. A member appointed to the Battalion Chief or Assistant Fire Marshal rank after January 1<sup>st</sup> shall receive a prorated amount of hours for each full month served as a Battalion Chief or Assistant Fire Marshal during that year.

**Section 6** Upon separation of employment with the City in good standing, Bargaining Unit members will be paid for all accrued unused vacation at the rate of pay in effect at that time of separation. Accrued unused management vacation hours earned under Section 5 of this Article, will be paid at seventy-five percent (75%) of the rate of pay in effect at that time of separation.

## **ARTICLE 14 – VEHICLE PROGRAM**

**Section 1** Bargaining Unit members regularly assigned to a Non-Operations position will be assigned a City vehicle under the following provision:

- A. All take home vehicles shall be used only for City business and transportation to and from work. Take home vehicles may be utilized to run personal errands while reporting to and from work so long as the travel required to complete such errands does not add more than six (6) miles to the employee's normal commute. Carrying of non-employee passengers in City vehicles is permitted only if it is in the furtherance of City business and it is related to the job activities of the City employee driver. Carrying of the employee's children (including the employee's children or any children residing with the employee) shall only be permitted when traveling to and from work to drop off or pick up children from school or day care. Car seats must be placed in the trunk of the vehicle when not in use.
- B. A spouse or domestic partner who is also an employee of the City may be carried to and from work provided that:
  - a. The employee assigned the vehicle is scheduled to work on the same day, and the employee assigned the vehicle does not leave work, for lunch or otherwise, to pick up the spouse or domestic partner.
  - b. Doing so does not add more than six (6) miles to the employee's normal commute; and
  - c. The City vehicle is not used when the employee is on leave status except in furtherance of City business.
- C
- E. The operation of City vehicles shall be conducted in accordance with the policies set forth in the Fire Rescue Department Personally Assigned Vehicle (PAV) Procedures and City of Fort Lauderdale Policy and Standards Manual regulating the use of City vehicles (8.1.1.1) and take home vehicles (8.1.3.1) unless otherwise outlined in this Agreement. The Fire Rescue Department will notify the Union of any changes in Section 8.1.1.1 and 8.1.3.1 of the Policy and Standards Manual. All members shall familiarize themselves with these procedures and all officers will be responsible for their strict enforcement.

**Section 2** The City has the right to discontinue assignment of such take home vehicles for any or all employees if the City determines that take home vehicles are not in the City's best interest. The City will provide the Union with ninety (90) days advance notice prior to discontinuing the take home vehicle program.

Additionally, the City may discontinue assignment of take-home vehicles to any employee(s) who does not comply with the provisions of this article, or who does not meet Fire Rescue Department productivity standards as determined by the Fire Chief, or designee.

**Agreement Between the City of Fort Lauderdale and  
Local 765 – Fort Lauderdale Professional Firefighters, Inc.  
Battalion Chiefs  
International Association of Firefighters, AFL-CIO-CLC.**

**Section 3** Travel time in such take home vehicles from the employee's resident to the first work site at start of shift and from end of shift back to the employee's residence shall not be considered hours worked.

**Section 4** Operations Battalion Chiefs or Non-Operations Battalion Chiefs who elect not to accept or are not assigned a take home vehicle shall receive a \$250 monthly car allowance.

**ARTICLE 15 - TUITION PAYMENT PLAN**

Payment of tuition by the City of Fort Lauderdale for approved educational or training programs will be in conformance with the following:

- A. The City of Fort Lauderdale will, upon approval of the Fire Chief or designee, the City Manager and the City Human Resources Director, or their respective designees, pay the tuition of regular employees for any eligible training or educational program. An eligible training or educational program is one that, in the judgment of the Human Resources Director, the City Manager and the Fire Chief or designees, is directly related to the employee's current position or to a related higher position and which will improve performance in a current position, or which constitutes preparation for promotion to related higher level responsibilities.
- B. Employees will be entitled to a refund of tuition upon the successful completion of each approved course based on the following scale:

<u>Grade</u>	<u>Refund</u>
A	100%
B	75%
C	50%
D or Failing (no pass)	None
Passing Certificate	100%

The refund shall be available for a maximum total of twenty-four (24) semester hours or thirty-two (32) quarter hours in any one-year period for eligible regular employees. The amount payable for such refund shall be based upon and shall not exceed the established credit-hour rate of tuition for regular courses/program as charged by the State of Florida's accredited public universities or colleges at the time the course is undertaken regardless of the fact that the employee may be attending a private educational institution. Tuition costs for "accelerated" or "executive" degree programs, even if taken at a public university or college, will be reimbursed at the regular credit hour rate. Tuition reimbursement shall be offset by all scholarships or grant money received for the purpose of paying the tuition to be reimbursed by the City.

- A. For all classes enrolled in prior to June 16, 2015, if an employee voluntarily terminates employment with the City of Fort Lauderdale within one (1) year after receiving tuition refund for any university or college courses; or vocational, technical or adult training program 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 any such refund from any salary, wages, sick leave, vacation leave, or any other payouts due to the employee from the City.

For all courses enrolled in subsequent to June 16, 2015, if an employee voluntarily terminates his/her employment with the City of Fort Lauderdale within two (2) years after receiving tuition refund for any university or college courses at the undergraduate and/or graduate level or completion of any eligible educational or training program/course, then

the amount of that tuition refund paid by the City shall be immediately repaid by such employee to the City. If an employee voluntarily terminates his/her employment with the City of Fort Lauderdale within six (6) years at the post-graduate (doctorate) level, then the amount of that tuition refund paid by the City shall be immediately repaid by such employee to the City. Should such employee fail to immediately reimburse or repay the City for the amount of such refund, the City may deduct the amount of any such refund from any salary, wages, sick leave, vacation leave, or any other payouts due to the employee from the City.

B. Any regular employee who is approved for attendance in any eligible educational or training program must pay tuition costs directly to and be accepted for enrollment by an accredited educational institution. No reimbursement will be made for textbooks, fees, tuition differential, or any other expenses. No course work shall be performed during working hours unless approved by the Fire Chief or designee. In such event, course work performed during working hours shall be deducted from accumulated annual leave time.

C. Within thirty (30) days of the completion of approved course work, the employee shall present the original transcript notification, a certificate of satisfactory completion, or both to the Human Resources Department in order to be eligible for any tuition refund to which such employee may be entitled. The City will issue all tuition refunds within ninety (90) days of the date the employee presents the necessary documentation to the Human Resources Department.

D. In order to be considered for tuition reimbursement, all course work subject to the tuition reimbursement program must be approved prior to the beginning of the class by the Fire Chief and Human Resources Director, or their designee.

## **ARTICLE 16 - SICK LEAVE**

**Section 1.0** All permanent and probationary full-time employees shall earn sick leave at the rate of .04625 hours leave for each hour worked in the normal forty (40) hour work week. Days worked shall include days for which leave with pay was authorized. The maximum sick leave earned during one year shall not exceed ninety-six (96) hours.

**Section 1.1** Operations Battalion Chiefs shall earn sick leave at the rate of .03854 hours leave for each hour worked in a 48-hour week. Days worked shall include days for which leave with pay was authorized.

**Section 1.2** Operations Battalion Chiefs shall be charged 16-hours sick leave for each twenty-four (24) hours not worked because of non-duty sickness or disability, or sickness in the family. Non Operations Battalion Chiefs and the Assistant Fire Marshal shall be charged eight (8) hours sick leave for each eight (8) hours not worked because of non-duty related sickness or disability, or sickness in the family.

**Section 1.3** Bargaining Unit members who become disabled and who are not working due to disability shall be eligible to earn sick leave while in a full pay status using sick/vacation leave, worker's compensation, or both. The maximum sick leave accrual provisions of this Article shall apply to such disabled employees.

Bargaining Unit members shall cease to accrue sick leave as of the date they are granted a disability benefit by the Police and Fire Pension Board.

**Section 2** Sick leave shall not be considered as a right to be used at the employee's discretion, but shall be allowed only in case of personal sickness or disability, or in the case of illness in the immediate family.

**Section 3.0** In order to be granted sick leave with pay an employee must meet the following conditions:

**Section 3.1** Operations Battalion Chiefs incapacitated while on leave or off duty because of sickness, injury or other reasons shall utilize Telestaff to memorialize the leave. Sick leave must be submitted prior to 0700 on the day scheduled to report for duty. In the event the Telestaff platform is out of service and or non-accessible, the operations employees must report the sick leave usage to the on-duty Assistant Chief prior to 0700 and administrative employee must report sick leave usage to their direct supervisor prior to 0700.

**Section 3.2 Return to Duty:** A doctor's certificate may be required after any absence due to illness or any injury. The City will contact the employee on the day of the reported illness or injury if medical documentation is needed to verify such illness or injury.

**Section 3.3** The City may require medical documentation for calling in sick due to personal illness. If an employee fails to present medical documentation from a licensed medical facility upon his or her return to work, when requested, the employee will be considered AWOL for the absence and subject to discipline.

**Section 3.4** Falsely claiming sick leave shall be cause for disciplinary action up to and including discharge.

**Section 4.** 720 Hours Limitation: A maximum of seven hundred twenty (720) sick leave hours only will be permitted to accrue at any time. In order for employees to accumulate seven hundred twenty (720) hours for sick leave usage a cap of eight hundred sixteen (816) hours will be established. The seven hundred twenty (720) hours maximum will apply to any payment of accrued sick leave upon termination or retirement as provided in this Article.

**Section 5. Conversion of Sick Leave:** Conversion of sick leave is permitted; however, the first two hundred forty (240) hours of accrued sick leave are not subject to these conversion privileges.

- A. An employee with over two hundred forty (240) hours but less than seven hundred twenty (720) hours of accrued sick leave at the time of his/her anniversary date, may convert the unused balance of any sick leave earned in the previous anniversary year, but not more than 48 hours, to either hours used as vacation leave or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.
- B. An employee with at least seven hundred twenty (720) hours but below eight hundred sixteen (816) hours of accrued sick leave at the time of his/her anniversary date may convert the unused balance of any sick leave earned in the previous anniversary year to either hours used as vacation leave, not to exceed ninety six (96) hours of leave or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.
- C. On the date an employee reaches eight hundred sixteen (816) hours of accrued sick leave, conversion of ninety six (96) hours of leave will be automatically made to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.
- D. Any conversion of sick leave to be used as vacation leave is at the sole discretion of the Fire Chief, or designee, who will review requests to convert sick leave based upon the Department's staffing and operational needs. The use of converted sick leave shall also be based upon the Department's staffing and operational needs.
- E. Sick leave converted for vacation usage shall remain in the sick leave balance until used. All hours resulting from a conversion of sick leave must be taken prior to the employee's next anniversary date, retirement or separation from City employment.

**Section 6.0 Sickness in Family:** Up to a maximum of 48 hours in any calendar year will be granted to Operations Battalion Chiefs; and up to a maximum of 40 hours for Non Operations Battalion Chiefs for Sickness in the Family Leave. Any employee that exceeds the maximum permissible “Sickness in Family” leave thresholds listed herein will immediately be deemed AWOL, go without pay for the period of time of such excessive hours, and subject to discipline in accordance with Article 37 of this Agreement.

For purposes of this Section, family members are defined as the following relatives: mother, father, sister, brother, spouse, domestic partner or children of the employee.

The terms “parent”, “mother” and “father” means biological or adoptive parents of the employee or any individual who stood in place of a parent, charged factitiously with a parent’s rights, duties, and responsibilities.

The term “children” means a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person who is standing in place of a parent, charged factitiously with a parent’s rights, duties and responsibilities.

The term “spouse” means a husband or wife; the term “domestic partner” means a person whose relationship with the employee meets the eligibility criteria for domestic partner status established by the City and who has executed and filed the required affidavit with the City’s Risk Management Division attesting to satisfaction of the eligibility requirements.

**Section 6.1** Family sick leave will be counted as sick leave usage for the employee’s performance evaluation rating.

**Section 7** Sick leave taken because of illness or injury or converted to leave used as vacation or to a cash payment shall utilize the most recently accrued sick leave.

**Section 8** Upon termination from City employment in good standing, an employee shall be paid for unused accrued sick leave in accordance with the following schedule:

10 years of service or less	25% of rate of accrual
Greater than 10 years of service but less than 20 years	45% of rate of accrual

**Section 9** Upon retirement from City employment, an employee shall be paid for unused accrued sick leave in accordance with the following schedule:

10 years of service or less	50% of rate of accrual
Greater than 10 years of service but less than 20 years	65% of rate of accrual
20 years or more	80% of rate of accrual

Bargaining Unit members hired prior to October 1, 2014 and who are awarded disability benefits by the Police and Fire Pension Board, and subsequently terminated, are eligible to be paid for unused accrued sick leave as a retiree in accordance with the provisions of this Section.

**Section 10** Payment under Sections 8 and 9 of this Article shall be made within six (6) months of separation.

**Section 11** Additionally, retiring employees may convert up to ninety six (96) hours of accrued sick leave to be used as final vacation leave in accordance with the following schedule:  
10 years of service or less 4-hours vacation leave for each eight (8) hours of sick leave  
Greater than 10 years of service 5.20-hours vacation leave for  
but less than 20 years eight (8) hours of sick leave  
20 years or longer service 6.40-hours vacation leave eight (8) hours of sick leave.

**Section 12 Voluntary Employees' Beneficiary Association (VEBA):**

- A. Upon separation from the City, the City shall pay one hundred percent (100%) of the monetary value of a bargaining unit member's accrued sick leave payout, as outlined in Section 8 and 9 of this Article, and accrued vacation leave payout to the VEBA established by the Union with such payment credited to the employee's individual account to be maintained by the VEBA.
- B. The parties agree to be responsible for their own administrative costs, including start-up costs.
- C. An employee must elect to receive payment for unused accrued sick leave in accordance with Section 8 or 9 of this Article within the window of ninety (90) to one hundred and eighty (180) days prior to separation from City employment. If no election is made, Section 13 of this Article will automatically apply if the employee is eligible for Voluntary Employees' Beneficiary Association (VEBA) benefits.

## **ARTICLE 17 BEREAVEMENT LEAVE**

**Section 1** In the event of a death in the immediate family, Non-Operations Bargaining Unit members will be granted leave with pay for a maximum of forty (40) hours per occurrence and Operations Bargaining Unit members will be granted leave with pay for a maximum of two (2) shifts per occurrence. If the employee needs additional time off due to the death of the immediate family member, the employee may request such additional time off, using accrued vacation leave. Approval of such request for time off shall be at the sole and exclusive discretion of the Fire Chief or designee.

**Section 2** The employee's immediate family shall be defined as: spouse, domestic partner, children, mother, father, sister, brother, and grandparents of the employee and those of the employee's spouse or domestic partner.

The terms "parent", "mother", and "father" means biological or adoptive parents of the employee, employee's spouse or domestic partner or any individual who stood in place of a parent, charged factitiously with a parent's rights, duties, and responsibilities.

The term "children" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person who is standing in place of a parent, charged factitiously with a parent's rights, duties and responsibilities.

The term "spouse" means a husband or wife; the term "domestic partner" means a person whose relationship with the employee meets the eligibility criteria for domestic partner status established by the City and who has executed and filed the required affidavit with the City's Risk Management Division attesting to satisfaction of the eligibility requirements.

**Section 3** The City reserves the right to require proof of such death, relationship or both before the employee's return to work.

## **ARTICLE 18 - NO STRIKE OR LOCK OUT**

**Section 1** The Union agrees to accept and abide by all the terms and conditions of this Agreement. During the term of this Agreement, the Union further agrees it will not call, countenance or encourage any strike as defined below and will not interfere thereby with the efficient management of the City and its individual departments. In the event of any breach of this Article, the Union agrees that the City will have all statutory rights of recourse as provided in Chapter 447, Florida Statutes.

**Section 2** Strike, as used in this Agreement, shall mean the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations; the concerted abstinence in whole or in part by a group of employees from the full and faithful performance of the duties of employment with a public employer (City) for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

**Section 3** Members of the bargaining unit shall not engage in any walk out, strike, sit-down, slow-down or other interference with or interruption of work during the term of this Agreement. If any member or group of members of the bargaining unit should violate this Section, the Union through its proper officers will promptly notify the City's Human Resources Director or designee, and such member or members of the bargaining unit in writing of its disapproval and will take steps to affect a resumption of work.

If the Union fulfills in good faith all of its obligations under this Section, the City agrees it will not sue the Union for any damages resulting from any violation of this Section.

**Section 4** The City agrees to accept and abide by all the terms and conditions of this Agreement and agrees that during the term of this Agreement it will not lock out members of the Bargaining Unit.

**Section 5** The City recognizes the right of the Union to engage in informational picketing as long as such picketing is done in a lawful manner in accordance with Florida Statutes. The Union agrees that there will be no interference with the free and unrestricted right of any City employee to enter and leave City property.

**Section 6** The vacation leave and personal leave benefits provided by Article 13 and Article 17 shall not be available to any employee absent from work on any day during any period in which the City or any court or agency of competent jurisdiction has determined that there is reasonable cause to believe that a strike or other form of concerted failure to report to work was or is in progress, except as provided below in Section 7.

- A. The parties agree that the City Manager or designee shall have reasonable cause to believe that a strike is in progress upon the failure of ten percent (10%) or more of the Bargaining Unit employees of the Fire Rescue Department to report for work on any workday.
- B. Upon commencement of proceedings before a court or agency of competent jurisdiction

**Agreement Between the City of Fort Lauderdale and  
Local 765 – Fort Lauderdale Professional Firefighters, Inc.  
Battalion Chiefs  
International Association of Firefighters, AFL-CIO-CLC.**

regarding such strike or other unlawful concerted activity, the processing of grievances, if any, concerning or in any way related to the City's exercise of the right to suspend personal leave or vacation leave benefits shall be stayed pending final resolution of the judicial or administrative proceeding.

**Section 7** Any employee who sustains a Worker's Compensation injury or becomes ill prior to a strike shall be eligible for personal leave benefits provided the employee has presented an acceptable physician's statement to the City declaring the nature of such illness and supplemental weekly evaluations by that physician.

An employee who becomes ill during a strike may be granted personal leave benefits provided that the employee can conclusively demonstrate to the satisfaction of the City that the illness was legitimate.

### **ARTICLE 19 - HEALTH SERVICES**

- A. At the time of employment, every employee covered by this Agreement shall receive and is obligated to take a physical fitness examination determined by the Department.
- B. Any employee injured as a result of activities in the course of employment and who requires medical attention shall receive any necessary medical treatment indicated by the City's medical facility or closest hospital emergency room.
- C. The City shall pay the hospital, medical, and surgical expenses incurred by any person covered by this Agreement arising out of a compensable line of duty illness or injury as prescribed by the attending physician, that is Florida Statute 440 relating to Worker's Compensation.
- D. In the administration of the subject matter covered by this Article, the City's medical facility will have the right to examine the employee and all work related medical records, history, and reports obtained during the members Workers' Compensation medical testing. The City's appointed physician(s) or practice(s) shall only report fitness for duty status to the Fire Chief or designee, for confidentiality purposes. In the event there is a disagreement between the attending physician and the City's appointed physician(s) or practice(s), the City and the Union shall select a third physician mutually acceptable to both parties whose opinion shall be final and binding.
- E. Every Bargaining Unit member must actively participate in a Fire Rescue Department's physical maintenance program as prescribed by the Fire Chief or designee. Bargaining Unit members who fail to meet all of the minimum requirements of the physical maintenance program shall have up to six (6) months to demonstrate the ability to meet all such minimum requirements. If such Bargaining Unit member is still unable to meet all minimum requirements, he or she shall be subject to a fitness for duty evaluation pursuant to Sections D and G of this Article.
- F. The department shall revaccinate and/or test all uniformed employees, and benchmark test newly hired employees for Hepatitis A, B, and C and Tuberculosis (TB) in accordance with the guidelines established by the Centers for Disease Control (CDC). -
- G. Any employee sent for a fitness for duty evaluation will be provided with written documentation prior to leaving the medical facility with regards to work status. If found not fit for duty, a detailed explanation as to why and what is needed to return to full duty status will be provided to the employee prior to leaving the medical facility.
- H. An employee may request a physical examination six months prior to separation from City employment due to retirement. The physical will be conducted by the City's physician(s) or practice(s) of choice and consist of a complete blood profile, presumptions as they relate to FSS 112, EKG and related injuries as claimed throughout the employee's career under Workers' Compensation.

**ARTICLE 20 - TEMPORARY UPGRADING**

**Section 1** Employees covered by this Agreement who are temporarily assigned to a position higher than their normal position will receive an additional five percent (5%) of base pay for each hour worked in the higher position. Such assignments shall be made at the discretion of the Fire Chief or designee.

## **ARTICLE 21 - DEPARTMENTAL POLICY, RULES AND REGULATIONS**

**Section 1** It is agreed and understood that the Fire Rescue Department currently has policy, rules, regulations and standard operating procedures governing departmental operation and employment. The Union agrees that such policy, rules, regulations and standard operating procedures shall be formulated, amended, revised and implemented at the sole and exclusive discretion of the Fire Chief or designee. When a change is made in any policy, rule, regulation, or standard operating procedure, the Fire Chief or designee shall notify the Union of such change fifteen (15) days prior to the effective date of such action.

**Section 2** Nothing in this Article shall limit the Union's right to bargain concerning the identified impact or effects of any policy, rule, regulation or standard operating procedure change which has the practical effect of substantially altering other terms or conditions of employment of Bargaining Unit members. Such request for bargaining must be received no later than ten (10) days following the notification provided in Section 1, or any right to bargain shall be waived. If such notice is received, the Fire Chief or designee shall meet at least once with the Union during the ten (10) day period, except for emergency situations. The Fire Chief or designee shall have the authority to implement any such change prior to the resolution of negotiations, if any.

## **ARTICLE 22 - PERSONNEL RECORDS**

**Section 1** The City's Human Resources Department shall maintain an official personnel file for each permanent employee. Such file shall be centrally maintained in an appropriate unit within the Human Resources Department.

**Section 2** The only personnel records that may be used as a basis for official action are those which appear as unpurged in the employee's official Human Resources Department file.

**Section 3** The Fire-Rescue Department's official personnel file shall be purged as provided in this Section. Upon completion of an employee's performance evaluation and upon request of the employee, any counseling forms received during that period shall be considered purged from the file when it has Attachment 1, respectively, affixed to it. Upon request of the employee, letters of reprimand will be considered purged when it has Attachment 2, respectively affixed to it, and provided the employee has had no disciplinary action or letters of reprimand during the two (2) years immediately preceding the request. Further, any disciplinary actions in an employee's file which are later rescinded in the manner provided for in this Agreement shall be considered purged when such documentation is affixed to said disciplinary action.

**Section 4** For the purposes of this Article, investigative, internal affairs files, or both shall not be construed as personnel records.

**Section 5** Each employee shall be permitted to review materials in the employee's official file at reasonable times during normal office hours by making an appointment with any member of the personnel records section of the City's Human Resources Department.

**Section 6** Employees shall be permitted to submit a written rebuttal to any disciplinary action within five (5) calendar days after receipt of such action. Said rebuttal shall be included in the personnel file of the employee.

**Section 7** This Article shall be construed in accordance with the requirements of Chapter 119, Florida Statutes.

### **ATTACHMENT 1**

The attached counseling slip has been in full force and affect for the amount of time specified in the Collective Bargaining Agreement.

From \_\_\_\_\_ (Date) forward it will be considered by the parties to have been purged as provided in Article 22, Section 3 of the Collective Bargaining Agreement.

\_\_\_\_\_  
\_\_\_\_\_  
Date

**Agreement Between the City of Fort Lauderdale and  
Local 765 – Fort Lauderdale Professional Firefighters, Inc.  
Battalion Chiefs  
International Association of Firefighters, AFL-CIO-CLC.**

**ATTACHMENT 2**

The attached written reprimand has been in full force and affect for the amount of time specified in the Collective Bargaining Agreement.

From \_\_\_\_\_ (Date) forward it will be considered by the parties to have been purged as provided in Article 22, Section 3 of the Collective Bargaining Agreement.

\_\_\_\_\_

\_\_\_\_\_  
Date

## **ARTICLE 23 - JURY DUTY**

**Section 1** It is agreed that members of the Bargaining Unit who are chosen for jury duty and not relieved of same until 5:00 p.m. or later on any given day be excused from duty for the remainder of the duty shift. If a duty day falls on a day before the start of jury duty, the employee shall be relieved from duty at 8:00 p.m. Such employee shall be entitled to pay in a total amount equal to the employee's regular full pay, less that amount received by the employee for his/her jury service. It shall be the responsibility of all collective Bargaining Unit members to contact the on-duty Assistant Chief immediately upon completion of jury duty.

**Section 2** The provisions of Article 24 "Exchange of Time" shall apply in those instances where the employee is unable to fulfill his/her obligation of a voluntarily agreed upon exchange for duty for reasons of jury duty.

## **ARTICLE 24 - EXCHANGE OF TIME**

**Section 1.** Employees who wish to exchange time or “Kelly Days” or any other form of trading of time may request such exchange of time by electronically submitting the request to the appropriate Assistant Chief no later than 0730 hours on the shift (requestor’s off-going) immediately preceding the employee’s requested exchange (next duty day). Exchanges of time shall be capped at two-hundred and forty (240) hours of both “exchange of duty working” (EDW) and “exchange of duty not working” (EDNW). EDW codes will offset EDNW. EDNW codes will offset EDW codes. Once the member reaches 240 hours of either EDW or EDNW or other EDNW codes, they will be denied the ability to insert future exchanges until the offset code has been placed in the system. Exchange hours will not be allowed to be entered in the system more than one year into the future. The Assistant Chief supervising the employee requesting the exchange must approve the exchange request. Any exchange of time beginning at 0800 hours must follow the above procedure, regardless of the hours involved. Exchange of time involving twelve (12) hours or less and starting after 0800 hours may be submitted on the day of the exchange. The appropriate Chief Officer shall approve exchange of time involving twelve (12) hours or less.

**Section 1.1** Any exchange of time with an employee of lesser certification can be denied if such an exchange has a negative or detrimental effect on Departmental needs or operations. Exchanges of time will not be approved if the City will incur any liability for overtime pay.

**Section 2** In the event the employee is unable to report to work for the previously agreed upon exchange of duty, it is that employee’s obligation to ensure that another employee is found to fill in on the date that the employee had agreed to report to work. If, for whatever reason, the employee does not meet this obligation, he/she will be charged sixteen (16) hours sick leave on the exchange date.

**Section 3** If the employee is unable to meet the obligation for an exchange of duty because he/she is working days (assigned to light duty) as a result of an on-the-job injury, the employee shall be given the opportunity to find another employee for replacement on the day agreed to work, if that cannot be done, the employee will be charged twelve (12) hours sick leave for that day worked. If the employee is unable to meet the obligation because he/she is working days (assigned to light duty) due to a non-service incurred injury, the employee shall be given the opportunity to find another employee for replacement on the day agreed to work, if that cannot be done, the employee will be charged twelve (12) hours vacation leave for that day worked.

## **ARTICLE 25 - MILEAGE ALLOWANCE**

**Section 1** Employees required to use their private automobiles or other private transportation means for Fire-Rescue Department business or as a means of transportation in changing stations after reporting to scheduled stations, shall be compensated one (1) way at the rate established by the City Manager as the City's mileage allowance or as it may be amended by the City Manager, for each transfer during that duty shift. At no time will any bargaining unit member receive a mileage allowance while receiving a monthly car allowance.

## **ARTICLE 26 - PERFORMANCE RATING REVIEW**

**Section 1** Employees subject to performance evaluation shall be provided a copy of the performance rating. The rating form shall provide space for the employee to indicate either the acceptance of the rating or the intention to appeal the rating as outlined below.

**Section 2** An employee who objects to an overall performance rating of marginal or unsatisfactory because the employee believes that the rater was prejudiced, may have such rating reviewed by the rating and reviewing authorities. If after such review, the employee still believes the rater was prejudiced, the employee, with the concurrence of the Union, may appeal the rating to a Rating Review Committee. Prejudice shall be defined as an opinion formed without knowledge, thought and reason.

Satisfactory, above satisfactory and outstanding ratings cannot be appealed to the Rating Review Committee.

In the event that an employee receives a marginal or unsatisfactory rating of a particular category within the rating, the employee shall have the right to submit a written rebuttal concerning the facts at issue but shall not be permitted to appeal the rating to a Rating Review Committee.

**Section 3** An employee, who after the review provided in Section 2 wishes to appeal, shall submit a written request to Human Resources Director or designee within seven (7) days following the review by the rating and review authorities. After determining that the review provided in Section 2 has been held, the Human Resources Director or designee shall convene a Rating Review Committee to determine if the employee's rating was based on a prejudiced consideration by the rater rather than on the performance of the employee. The Rating Review Committee shall consist of.

- A. the Fire Chief or designee,
- B. an employee selected by the appealing employee who shall be selected from the same classification as that of the appealing employee,
- C. City Human Resources Director or designee.

**Section 4** The Human Resources Director or designee will act as chairperson of the Rating Review Committee. A written statement indicating which part of the Performance Rating Report the employee considers to be prejudiced must accompany the request for review. The employee's appeal shall be promptly considered by the Rating Review Committee in the order of its filing. Documents supporting the evaluation, or the absence thereof shall be considered by the Committee. The employee and the employee's rater and rater's supervisor shall be present during the review of the employee's appeal. Proceedings shall be informal, orderly and pertain to the presentation of information and evidence relating to the employee's belief of prejudiced consideration of the rater during the period the rating evaluation covers. The appealing employee may also submit a written statement to the Committee for its consideration.

**Section 5** The Committee shall decide whether or not the rater was prejudiced and shall render

a written decision within thirty (30) days following conclusion of the hearing. Such decision shall be final and binding upon the parties, and there shall be no further appeal.

**Section 6** In the event an evaluation is changed during the review process, the previous evaluation shall be marked rescinded.

**Section 7** In reference to attendance, the computer rating of marginal or unsatisfactory may be altered by the appropriate Assistant Chief/Deputy Chief or designee with a written recommendation by the rater, however, the rating shall not exceed a satisfactory rating. All such changes shall be explained and justified on the rating form.

**Section 8** Employee performance evaluations shall not be used for the purpose of determining eligibility for an increase in pay step as established in this Agreement except in the case of a marginal or unsatisfactory overall performance rating, the City has the right to withhold any scheduled pay increase. In such cases, the employee shall be reevaluated within ninety (90) days from the date of the marginal or unsatisfactory rating, provided the employee has not been discharged. If an employee receives an overall performance rating of satisfactory or higher on the reevaluation, the employee shall be eligible to begin receiving the scheduled pay increase retroactive to the original date of scheduled salary change. The employee's eligibility date for future increases in pay step shall be unaffected by this process.

## **ARTICLE 27 - INJURY BENEFITS**

**Section 1** The City agrees to compensate Bargaining Unit employees for on-duty injuries. Compensation shall be paid as a result of injury to the employee in accordance with the provisions of this Article for the purposes of supplementing the wage benefit provision of the Florida Worker's Compensation Law.

**Section 2** An injury shall be determined to have been incurred while on duty if such injury is a compensable injury under the Florida Worker's Compensation Law.

**Section 3** If in the judgment of the City's authorized physician or practice(s), an employee is temporarily unable to perform the assigned duties of his or her regular assignment due to an on-the-job injury, the injured employee may be given a light duty assignment in accordance with Section 9, "Light Duty", of this Article. If the injury was incurred while on duty and no light duty assignment is made, the City will provide the injured employee with on-duty-injury pay the first scheduled work shift following the date of injury.

**Section 4.0** If the City's authorized physician or practice(s) states that the employee is unable to work, the amount of on-duty-injury pay shall be determined in accordance with provisions set forth in this Article that define such injury as a high-risk or low-risk injury. When Worker's Compensation Wage Benefits begin, the on-duty injury pay shall be the difference between the Worker's Compensation benefits and the employee's net regular biweekly salary preceding the date of injury.

**Section 4.1** High-risk on-duty injury shall be defined as those injuries sustained while engaged in activities involving the following:

- A. When performing duties and activities as outlined in the job descriptions for the classifications covered by this agreement.
- B. Participation in "Hands On" Training activities and/or Department approved Physical Fitness Program designated by the Chief or designee.
- C. Participation in activities ordered by the Chief or staff which have been designated by the Chief or staff as a high-risk activity.

The City agrees to provide on-duty injury pay for injuries which are determined to be high-risk for a period up to ninety (90) calendar days following the day of injury.

**Section 4.2** Low-risk on-duty injuries shall be defined as any injury sustained while on duty other than those high-risk injuries defined in Section 4.1 of this Article. Injury involving participation in non-required recreational activities is defined as a low-risk injury.

The City agrees to provide on-duty injury pay for the first seven (7) days of incapacitation following the day of injury. Following the aforementioned period of seven (7) calendar days, the injured employee shall receive whatever amount of Worker's Compensation to which the employee is entitled, which amount may be supplemented, at the option of the employee, by utilizing accrued personal and/or vacation leave so that such employee for days of disability will receive an amount equal to, but not exceeding, the employee's net regular salary during the period immediately preceding the date of injury.

**Section 5** Commencing on the ninety-first (91st) calendar day following the day of injury, the injured employee will be eligible to receive disability compensation in accordance with Chapter 20 of the Code of Ordinances of the City of Fort Lauderdale, which amount may be supplemented at the employee's option by utilizing accrued personal and/or vacation leave to the extent necessary to equal the employee's regular biweekly salary, including all EMT and/or paramedic certification pay.

**Section 6** A Bargaining Unit member with a high risk injury who elects to supplement Workers' Compensation payment with personal and/or vacation leave to an amount equal to the bargaining unit member's net regular salary, after returning to work in a full-duty capacity for a minimum of twenty (20) workdays may be entitled to reinstatement of such personal and/or vacation leave upon submitting a request to the Fire Chief.

The reinstated personal/vacation leave shall be restored to the bargaining unit member's respective balance for the same time period and pay rate it was used. If the reinstated personal and/or vacation leave places the employee over the vacation leave maximum provided for in this agreement, the reinstated amount over the maximum would be kept in a "pool" for use as personal leave only and is not eligible for cash out when the employee terminates City service. Each high risk injury shall have a 90-day limitation on reinstatement.

The Fire Chief and Director of Human Resources or designee shall have the authority to approve the reinstatement of personal and/or vacation leave utilized to supplement Workers' Compensation benefits in accordance with the foregoing provisions. For the purposes of this Article, two (2) working days equals one (1) Suppression shift.

Further, no employee shall be eligible to request reinstatement of personal or vacation leave even if the employee returns to work and fulfills this requirement, if the injury sustained by the employee occurred through or as a result of the employee's negligence or misconduct, including failure to follow safety rules.

**Section 7** If in the judgment of the City's authorized physician(s) or practice(s), an employee is temporarily unable to perform the assigned duties of his or her regular assignment due to a non-service incurred disability, the disabled employee may be assigned work in accordance with Section 9, "Light Duty", of this Article.

**Section 8** It is the responsibility of all employees to comply with all City rules and procedures regarding reporting on-duty injuries and to cooperate fully with medical and rehabilitation personnel. It is also the responsibility of all employees to report any injury or medical condition which may prevent the employee from safely performing all duties for his or her regular assignment to his or her supervisor immediately upon becoming aware of any such condition. Failure to comply with these provisions shall render the employee ineligible for reinstatement of personal leave and subject to discipline. This Section will not apply to elective or other radical medical procedures which an employee is otherwise permitted to refuse under Florida Worker's Compensation Law.

**Section 9.0 Light Duty:** Light duty assignments will be in the Fire Rescue Department at the discretion of the Chief or designee subject to the provisions of this Section and will be based on departmental needs at that time.

**Section 9.1** The Chief or designee must approve all light duty assignments. There will be a minimum of five (5) temporary light duty assignments available at any one time. The number of light duty assignments may exceed the above minimum if the Chief or designee determines that it is in the best interest of the City to provide additional light duty assignments. Unless provided

otherwise by the Chief or designee, light duty assignments will involve a forty-hour workweek schedule. 48 hour personnel following a 21 day pay cycle will convert to a 40 hour schedule regardless of incapacitation and or temporary disability.

**Section 9.2** An employee may only be placed in a light duty assignment upon written release from the City's authorized physician(s) or practice(s) documenting that the disability is temporary and that the employee is able to regularly perform the duties of the assignment.

An employee who is placed in a light duty assignment by the Chief or designee is required to report to the light duty assignment.

**Section 9.3** Because light duty assignments are intended to be productive assignments, employees will be expected insofar as possible, to schedule medical examinations, physical therapy, or related treatment during off-duty hours. The Chief may determine at his/her discretion that due to the employee's medical appointments and treatments during assigned work hours, it is in the City's best interest to discontinue the employee's light duty assignment.

**Section 9.4** In no event shall the City be required to place any employee in a light duty assignment beyond sixty-five (65) workdays in a twelve (12) month period. Near the completion of the employee's sixty-five (65) days, the Chief or designee may request that a physician(s) or practice(s) of the City's choice evaluate the employee's condition including a proposed date of return to full duty.

The Chief, upon review of the physician's evaluation, may continue the light duty assignment beyond the sixty-five (65) days at the Chief's or designee's discretion.

**Section 9.5** Employees with on-the-job injuries will be given preference over employees with off-the-job injuries or medical disabilities for available assignments. In the event all five (5) light duty assignments are filled, an employee with an on-the-job injury shall displace the most recently assigned employee with an off-the-job injury.

The term "on-the-job injury" as used in this Article shall mean any injury, illness, disease or other medical/psychological condition as may be compensable under Florida's Worker's Compensation law.

**Section 9.6** Suppression employees in a light duty assignment shall not be eligible to receive assignment pay they are not currently receiving.

**Section 9.7** Suppression employees placed in a light duty assignment will receive and take holidays as on a forty (40) hour workweek schedule. Holidays which occur while in a light duty assignment shall be observed on the recognized date and shall not accrue towards the employee's vacation leave balance.

Vacation/personal leave shall be earned and used at the forty (40) hour rate. Any accrued hours transferred back into Suppression shall be at the Suppression rate.

**Section 9.8** Supervisors must document daily the employee's ability to satisfactorily perform his or her assigned light duty position tasks. The employee may request a meeting with the Chief or designee if it is determined that he or she cannot satisfactorily perform the assigned light duty tasks. The Chief shall have the discretion to determine the employee's ability to satisfactorily perform the assigned light duty tasks.

**Section 9.9** Employees on light duty shall receive all pay and benefits at the forty (40) hour rate for their bargaining unit, rank, and position, regardless of whether the assignment performed is primarily civilian in nature. Employees so assigned shall continue as “firefighters” as that term is defined in State Law and the Fort Lauderdale Police and Fire Retirement System.

## **ARTICLE 28 - HOSPITALIZATION INSURANCE PLAN**

**Section 1** Effective January 1, 2022 the City agrees to contribute one thousand and eighty-nine dollars (\$1,089) to the City's health plan toward monthly premium costs for each eligible employee in the Bargaining Unit who elects to participate in the City-sponsored medical plan.

**Section 1.1** Effective January 1, 2023, the City's contribution shall be one thousand one hundred eighty-five dollars (\$1,185)..

**Section 1.2** Effective January 1, 2024, the City comprehensive health coverage contribution shall adjust by the Total Medical and Pharmacy Trend for Plans with a Medium Level of Member Cost sharing plus 2%, as published in the Arthur J. Gallagher & Co. GBS Actuarial Consensus Trend Forecast for the 2<sup>nd</sup> quarter of 2023.

**Section 1.3** Effective January 1, 2025, the City comprehensive health coverage contribution shall adjust by the Total Medical and Pharmacy Trend for Plans with a Medium Level of Member Cost sharing plus 2%, as published in the Arthur J. Gallagher & Co. GBS Actuarial Consensus Trend Forecast for the 2<sup>nd</sup> quarter of 2024.

**Section 1.4** Effective January 1, 2026, the City comprehensive health coverage contribution shall adjust by the Total Medical and Pharmacy Trend for Plans with a Medium Level of Member Cost sharing plus 2%, as published in the Arthur J. Gallagher & Co. GBS Actuarial Consensus Trend Forecast for the 2<sup>nd</sup> quarter of 2025.

**Section 2** An employee who elects such coverage shall be responsible for payment of any premium in excess of the City's contribution, which shall be deducted from the employee's paycheck. However, during the term of this Agreement, the employee's premium payment shall increase by no more than 8% per year.

**Section 3** The City agrees to continue substantially, if available, the present health care benefits but reserves the right to change current companies, plan designs, benefits, and/or offer plan alternatives to mitigate premium cost increases if the premium cost for the benefits provided exceeds the combined amount of contributions from the City and employees.

**Section 4** In the event that the single employee premium for coverage is less than the contribution made by the City, such excess funds shall be utilized to reduce the premiums of all family coverage.

**Section 5** Upon written authorization of the bargaining unit member, the City shall deduct a biweekly amount approved by the Union President, for a Retiree Health Benefit Plan. A check will be sent to Fort Lauderdale Firefighters' Insurance Trust Fund for the sum of the deductions within ten (10) days following each pay period.

**Section 6** The City shall provide an Internal Revenue Code Section 125 pre-tax benefit for health insurance premiums.

**Section 7** In addition to the Section 125 benefit for health insurance premiums provided in this Section, the City at its discretion may offer additional Section 125 benefits to Bargaining Unit members. The offer of additional benefits is conditioned upon compliance with Section 125 regulations including, but not limited to, the requirement that any such benefits must be made available to all eligible City employees. The City retains the sole and exclusive right to administer such benefit plan, including but not limited to, the right to develop and revise benefits and procedures.

**Section 8** The City will contribute four hundred dollars (\$400.00) per month for health insurance benefits to employees who retire after their Normal Retirement Date. This contribution shall become effective beginning the month following their termination from employment with the City after their Normal Retirement Date and shall cease upon the member attaining Medicare eligibility.

This provision shall not apply to employees hired on or after June 16, 2015.

**Section 9** Plan members on Deferred Retirement Option Program (DROP) shall not be eligible for retiree benefits under Section 8 until termination of employment with the City.

**Section 10** The City will deposit the retiree medical insurance benefit or stipend into the same direct deposit bank account the retiree designates for the monthly pension. For bargaining unit members eligible to receive the benefit established in Section 8 who retire from service on or after October 1, 2023, the City shall pay such contribution to the VEBA established by the Union with such payment credited to the employee's individual account to be maintained by the VEBA.

**Section 11** An employee who participates in the City-sponsored medical plan may elect to participate in the Wellness Incentive Program offered by the City. The cost of participation in the Wellness Incentive Program shall be borne by the City. Upon successful completion of the program, participants will receive a taxable \$500 cash incentive reward.

**Section 12** Members shall continue to participate in the management dental plan at no additional cost.

**Section 13** The Union may decide to obtain and/or provide comprehensive health coverage other than that provided by the City. In the event the Union elects to exercise this ability to opt-out of the City's health and dental insurance program, the Union will provide the City written notice of the same no later than June 1 of the year immediately preceding the plan year in which the opt-out will take effect (January 1 of the following calendar year). In the event the Union opts-out, the City will contribute to a trust fund to be established by the Union for purposes of providing comprehensive health coverage the same amount it would have otherwise contributed toward health and/or dental coverage for each bargaining unit position in accordance with Article 34, Section 1, had the Union not opted-out. Such monthly contributions shall commence in January of the calendar year following the year in which notice is provided to the City by the Union in accordance with the provisions of this Section 15. Further, the City shall pay to the trust fund to be established by the Union a one-time, lump sum payment of five hundred thousand dollars (\$500,000) no later than December 31 of the calendar year in which notice of the opt-out is provided to the City. If the Union provides notice of its intent to opt-out in 2025, such lump-sum payment shall increase by the same percentage as the increase calculated pursuant to Section

1.3 above and, if the Union provides notice of its intent to opt-out in 2026, the lump-sum payment shall increase by the same percentages as the increases calculated pursuant to Sections 1.3 and 1.4 above.

**Section 13.1** In the event the Union opts-out, the City shall continue to provide an Internal Revenue Code Section 25 pre-tax benefit for health insurance premiums and the trust fund to be established by the Union shall be responsible for providing comprehensive health coverage for all active employees in the bargaining units represented by the Union, including the provisions of such coverage for those who elect to continue participation after retiring and separating from service with the City.

**Section 13.2** In the event the Union opts-out, the Union agrees to indemnify and hold the City harmless for any and all claims which may be asserted by any person or entity against the City related to, or in any manner arising out of, health and dental insurance coverage provided by or through the Union or any trust it may establish after the effective date of the opt-out. The Union agrees that it will be solely responsible for obtaining any necessary State approval of its insurance program. The Union further agrees it will be solely responsible for all reporting requirements established by federal or state governments and the costs associated with reporting and/or administration of the plan.

**Section 13.3** In the event the Union opts-out, it agrees assist as necessary to ensure that requests for public records submitted by the City regarding the provision of health or dental insurance after the opt-out receive a timely response.

**Section 13.4** In the event the Union opts-out, it agrees that any trust or plan created by the Union shall not use the name “City of Fort Lauderdale” but that it may use the term “Fort Lauderdale Firefighters” in its name.

**ARTICLE 29 - EQUAL OPPORTUNITY / AFFIRMATIVE ACTION PROGRAMS**

**Section 1** The Union agrees to fully support the principles of Equal Employment Opportunity. The Union shall be included in the negotiation of any future consent decrees which affect the Union and its members. The Union and the City agree to abide by any future court approved consent decree to which both parties have consented

## **ARTICLE 30 - LEAVE WITHOUT PAY**

**Section 1** A regular employee may be granted leave of absence without pay for a period not to exceed one (1) year for personalness, disability or other good and sufficient reasons which are considered to be in the best interests of the City. Such leave shall be granted only if all sick and vacation leave has been exhausted and shall require the prior approval of the Fire Chief or designee, the Human Resources Director or designee and the City Manager. The Fire Chief or designee with the approval of the Human Resources Director or designee, may grant a regular employee leave without pay for a period not in excess of fifteen (15) working days in anyone (1) calendar year.

**Section 1.1** Employees enrolled for health and supplemental life insurance must pay premium payments to Employee Benefits no later than 30 days from the month of coverage in order to maintain coverage and avoid the risk of cancellation.

**Section 2** Leave of absence may be granted to a regular employee without limitation as to time to enable him to take an appointive position in the City service.

**Section 3** Except under unusual circumstances, voluntary separation from the City service in order to accept employment not in the City service shall be considered as insufficient reason for approval of a request for leave of absence without pay.

**Section 4** The parties recognize that employees covered by this Agreement are subject to the provisions of the Family and Medical Leave Act of 1993 and nothing in this Agreement shall be construed to be contrary to the provisions of that Act. The parties also recognize that nothing shall preclude them from negotiating a benefit more generous than that provided by the Family and Medical Leave Act of 1993.

**Section 5** All employees requesting leave pursuant to the Family Medical Leave Act (FMLA) shall submit their requests to the Human Resources Department for consideration. The employee is to also notify their appropriate chain of command of their request for FMLA leave. Upon receipt of a request for leave pursuant to the FMLA, the Human Resources Department will notify the Fire Chief of the employee's name and potential FMLA dates/duration, if approved. Once a determination is made as to the employee's request, the Human Resources Department will inform the employee, the Fire Department timekeeper and the Fire Chief of the approval or denial of the request. If the request is approved, the Human Resources Department shall also inform the employee, Fire Department timekeeper and Fire Chief of the dates/duration of approval, and whether or not the leave is approved continuously or intermittently.

## **ARTICLE 31 - DONATION OF ACCRUED LEAVE**

**Section 1** It shall be the policy of the City to permit an employee to donate accrued leave time to another employee whenever extraordinary circumstances require the other employee to be absent from work for a lengthy period of time when that employee has exhausted all accrued leave.

**Section 1.1** Extraordinary circumstances shall be defined as, but not limited to, lengthy hospitalization, critical illness, or injury.

**Section 1.2** The maximum amount, which an employee may receive, is limited to 180 calendar days (1440 hours) per twelve-month period for off-the job injuries. Before an employee is eligible to receive donated leave, his or her physician must certify that the employee has one or more of the extraordinary circumstances identified in Section 1.1 and is unable to perform his/her job duties. Once medical certification is received, the employee is eligible to receive up to 160 hours of leave for which he or she would otherwise be without pay. From this point forward, the employee will be authorized to use donated leave in up to 160-hour increments, with additional medical certification after each 160-hour increment documenting the employee's disability. At the discretion of the Fire Chief or designee, the above-referenced time may be extended.

**Section 1.3** For on-the-job injuries, the employee must have exhausted all other forms of compensation available through payroll. Approval will be granted for use of 160 hours of donated leave. From this point forward, the employee will be granted donated leave in 160-hour increments with additional medical documentation from the Workers' Compensation physician(s) or practice(s) and shall be eligible to receive donated leave for up to two (2) years.

**Section 1.4** All requests for leave donation shall be submitted in writing by the requesting employee through the chain of command to the Fire Chief or designee.

**Section 2** The Fire Chief or designee must submit a request in writing for permission to solicit donation of accrued leave from departmental personnel. Such request shall require the approval of the Human Resources Director or designee within thirty (30) days. In reviewing such requests, consideration shall be given to the other employee's previous leave history, as well as the nature of illness or injury. Such written requests shall include employee's name, reasons for requesting such donations of accrued leave and approximate duration of absence, if known.

**Section 3.0** Upon approval of such request, the Fire Rescue Department timekeeper shall distribute forms to employees willing to donate accrued leave time. The donation must be made as a free and voluntary act and without duress or coercion.

**Section 3.1** Donated time will be credited to the absent employee in the order in which the forms are received. In the event of excess donations received but not used due to the employee's early recovery, resignation, retirement, or death, any donation forms received but not utilized will be voided, and the time returned to the donating employees. Donated time returned to a donor shall be reflected in the -leave balance on the donor's pay stub as soon as possible.

**Section 4.0** Donated time will be converted to a dollar value based on the current rate of pay of each donor for hours donated and on the rate of pay of each done for hours utilized. The rate of pay used for each donor will be that in effect at the time the donation form is signed.

**Section 4.1** Time donated for this purpose will not be considered during the donor's performance rating period, nor will it affect a donor's right to convert leave to vacation leave or cash payment as established in this Agreement.

**ARTICLE 32- RESIGNATION**

Any employee wishing to leave the City service in good standing shall file with the Fire Chief or designee through the chain of command at least two (2) weeks before leaving a written and signed resignation stating the date the resignation shall become effective. Failure to comply with this procedure may be considered cause for denying such employee future employment by the City. Upon receipt, the Fire Chief or designee shall review and, if approved in writing, forward such notice of resignation to the Human Resources Director or designee. Any resignation may be withdrawn any time prior to written approval of the Fire Chief or designee. A refusal by the Fire Chief or designee to permit withdrawal of such resignation requested within twenty-four (24) hours after submission may be appealed to the City Manager.

### **ARTICLE 33 - COURT APPEARANCES**

**Section 1** Any regular employee who is required to appear as a witness called by the City or as a result of employment with the City in an administrative hearing, court hearing, trial or deposition in connection therewith, provided that such leave is reported in advance to the Fire

Chief or designee shall be entitled to leave with pay if such court appearance occurs while the employee is on duty. Such employee shall be entitled to pay in a total amount equal to the employee's regular full pay, less that amount received by the employee as a witness fee.

**Section 2** The obligations of this Article shall not apply to employees testifying in any labor matters including arbitration and unfair labor practice or in any proceeding on behalf of the Union.

## **ARTICLE 34 - MODIFICATIONS TO RETIREMENT SYSTEM**

**Section 1** The City and the Union acknowledge that the City has enacted Chapter 20, Article IV, Division 3 of the Code of Ordinances of the City of Fort Lauderdale which provides a mandatory retirement system for firefighters and police officers; and further acknowledge that this Article is not intended to, in any way, modify any provision of that legislative enactment or to change or increase or diminish the legal rights of the City or any current member of that retirement system except as specifically provided in this Article.

**Section 2** The City and the Union acknowledge that the City's mandatory retirement system is administered, supervised, and managed by a Board of Trustees accountable as fiduciaries to employee members of the retirement system. The Board of Trustees is not a party to this Agreement. The retirement system includes a Deferred Retirement Option Plan (DROP) and an Actuarially Calculated Deferred Retirement Option Program as set forth in City Ordinance No. C-96-59. The City and Union, therefore, agree that the terms of the retirement system shall not be incorporated into this Agreement and that no dispute arising from the interpretation or application of the retirement system or any decision of the Board of Trustees shall be subject to the grievance/arbitration provision of this Agreement. Likewise, matters which are determined or reviewed by the Board of Trustees of the Police and Fire Retirement System and any matters involving the interpretation of ordinances or statutes governing the retirement system shall not be within the jurisdiction of or subject to the grievance/arbitration procedure established in this agreement.

**Section 3** Election to maintain DROP Account on deposit with Plan after the DROP Period ends; continuation of DROP Earnings after termination of DROP:

A.

At the conclusion of the DROP Period, a member, or a member's beneficiary upon the death of the member, may elect to continue to have the DROP Account remain on deposit with the Plan, provided the DROP Account is distributed no later than the date the member attains or would have attained an age at which the member must take a required minimum distribution.

B. No later than the Member's required minimum distribution date, the DROP Account together with accrued DROP Earnings, shall be distributed in full in the following manner:

1. Lump sum distribution to the Member (which may be used at the Member discretion to purchase an annuity) or
2. Roll over the balance to another qualified retirement plan.

C. A member may request and upon request shall receive partial distributions of such portions of the Member's DROP Account as the Member designates (subject to reasonable limitations by the Retirement System's Board of Trustees on the frequency and minimum amounts of such partial distributions).

D. A Member shall retain the right prior to reaching an age at which the member must

take a required minimum distribution to request and receive a full distribution of the amount in the Member's DROP Account or a full distribution of the amount remaining in the Member's DROP Account after any partial distributions.

E. The Retirement System's Board of Trustees shall have the discretion to set the frequency of calculation of Earnings, but not less frequently than annually and not more frequently than monthly.

F. While the DROP Account remains on deposit with the Plan after the conclusion of the DROP period, Earnings will continue to be credited or debited based upon the Plan's Net Rate of Investment Return.

**Section 4** Effective October 1, 2014, a member who separates employment with the City prior to attaining normal retirement will not receive interest on returned funds.

**Section 5** The parties mutually agree to continue the status quo with regard to the use of premium tax revenues received pursuant to Chapter 175, Florida Statutes, which allows a portion of the Chapter 175 premium tax revenues that are now being transferred to the Firefighters' Share Plan each year shall be retained by the Police and Firefighters' Retirement Plan and applied to reduce the City's annual required contribution to the Plan. The amount of Chapter 175 premium tax revenues to be retained shall, when added to the amount of Chapter 175 premium tax revenues now going to the Plan, be equal to the per capita amount of Chapter 185 premium tax revenues going to the Plan for each active police officer in the Plan as of October 1 of each year (excluding the amount in the Chapter 185 premium tax revenue reserve account in the Plan on December 31, 2013). For example, during plan year 2013-2014, the Plan received \$2,143,898 in Chapter 185 premium tax revenues (excluding the amount in the Chapter 185 premium tax revenue reserve account on December 31, 2013). On October 1, 2014, there were 499 active police officers in the Plan. Thus, the per capita amount of Chapter 185 premium tax revenues for each police officer is \$4,296.39. On October 1, 2014, there were 385 active firefighters in the Plan. Multiplying the number of active firefighters by \$4,296.39 results in \$1,654,110.15 in Chapter 175 premium tax revenues that would be retained in the Plan and applied to reduce the City's annual required contribution to the Plan during the 2014-2015 plan year. In the event the Florida Division of Retirement requires that an additional benefit be provided for the additional portion of Chapter 175 premium tax revenues retained by the Plan, the parties agree that the firefighter member contribution to the Plan may be increased by a percentage of the firefighter payroll that is equal to the additional amount of Chapter 175 premium tax revenues retained by the Plan, and applied to reduce the firefighter member contribution back to the current level. In no event shall the employee contribution rate exceed the employee contribution rate prior to the increase.

**Section 6** Section 20-141 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to add new subsection (h) to read as follows:

(h) Members may use accumulated benefits within this Plan for the purchase of military or fire service credits in the Fort Lauderdale Police and Fire Retirement System by rolling the necessary amount from this Plan to the Police and Fire Retirement System in a trustee to trustee transfer as provided in subsection (g) of this section. No member may receive payment in cash for this purpose. Should any provision of this subsection conflict with the applicable provisions of the Internal Revenue Code and the regulations of the Department of Treasury, this subsection shall be deemed void as if it had never been enacted and the

remaining provision of this Plan shall remain in effect.

**Section 7** Section 20-127 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to add new subparagraph (8) to the definition of creditable service to read as follows:

(8) Members may purchase up to five (5) years of prior service as a federal, state, county, fire district, or municipal firefighter provided the member may not purchase service for any period of time in which the member will receive a retirement benefit from the prior employer as provided in Section 112.65(2), Florida Statutes. The prior service purchased must be determined by the Board of Trustees to be equivalent to the definition of firefighter in Section 175.032, Florida Statutes. In the case of a member who participated in a defined contribution plan in the place of prior employment, the member may only transfer that portion of the account which represents the member contribution plus earnings. The member must pay the full actuarial cost in cash or in a rollover from another qualified retirement system or plan, but in no event less than the member contribution percentage applicable to the member's compensation from the City at the time of the purchase. The actuary for the retirement system shall determine the cost.

**Section 8** Section 20-130 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to increase the employee contribution to ten (10%) of pensionable earnings. In the case of DROP participants, an employee contribution equal to the difference between the pre DROP employee contribution and ten percent (10%) of pensionable earnings shall be paid throughout the DROP period. This provision shall be effective October 1, 2018.

**Section 9** Section 20-129 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to permit Tier 2 members to enter DROP upon reaching their normal retirement date for a period of eight (8) years. The provisions of this section shall become effective on the first day of the month after the City Code is amended to implement the provisions of this section.

**Section 10** Section 20-129 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to permit Tier 1 members to participate in the eight (8) year DROP by entering DROP no earlier than the completion of twenty (20) years of creditable service and paying the increased employee contribution of 1.75% during any period of DROP participation in excess of the maximum period otherwise permitted. In the event a member begins the extended DROP period but leaves prior to the completion of eight (8) years in DROP, the additional contribution shall not be refunded. The provisions of this section shall become effective on the first day of the month after the City Code is amended to implement the provisions of this section.

**Section 11** The Code of Ordinances of the City of Fort Lauderdale shall be amended as necessary as determined by the Board of Trustees in order to effectuate the following changes:

- A. Tier 1 benefits shall be restored to Firefighters hired on or after October 1, 2014, which includes the following:

1. Average Final Compensation is determined as the average compensation during the highest two (2) years of Credited Service;
  2. The benefit rate is increased from three percent (3.00%) to three and thirty eight hundredths (3.38%) for all years of Credited Service;
  3. The maximum benefit accrual is increased from seventy five percent (75%) to eighty one percent (81%) of Average Final Compensation; and
  4. The normal form of annuity is a sixty percent (60%) Joint and Survivor annuity with an additional forty percent (40%) death benefit during the first year of retirement.
- B. The normal retirement date for Firefighters hired on or after October 1, 2014, is changed from twenty (20) years of service to twenty-five (25) years of service regardless of age, with the normal retirement date of age fifty-five (55) years with ten (10) years of service remaining unchanged.
- C. Firefighters who have not entered retirement, including entry into the DROP, as of the date of ratification of this Agreement shall have the option of buying up their maximum benefit accrual from eighty one percent (81%) of Average Final Compensation to eighty four and one-half percent (84.5%) of Average Final Compensation by paying the actuarial cost of such buy up in the same manner as a Firefighter may purchase prior service credit, which may include use of the Firefighter's share account to pay such cost. Because this option is available, any diminishing DROP period (reduction in the maximum eight-year DROP time period) shall not start to reduce until the Firefighter completes twenty-five years of service.

**Agreement Between the City of Fort Lauderdale and  
Local 765 – Fort Lauderdale Professional Firefighters, Inc.  
Battalion Chiefs  
International Association of Firefighters, AFL-CIO-CLC.**

## **ARTICLE 35 - LEGAL BENEFITS**

**Section 1** The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the Office of the City Attorney within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope and course of his/her employment and does not allege that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.<sup>1</sup>

**Section 2** The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been timely received by the Office of the City Attorney, within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope of his/her employment, even if the Complainant also alleges in the alternative that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. However, in those cases in which the City has reason to believe that there exists a substantial factual basis for the allegations in the suit of bad faith, malicious purpose or actions exhibiting wanton and willful disregard of human rights, safety or property, the employee shall be notified that he/she must provide his/her own defense at his/her own expense, and the City shall not be required to either continue or undertake the defense of the employee.

**Section 3** In a civil damage suit in which a defense is provided by the City, the City will indemnify that employee against any judgments, except for punitive damages, rendered in that suit against the employee as a result of his/her actions which occurred while he/she was acting within the scope and course of his/her employment, up to the limits specified in 786.28(5), Florida Statutes, as amended.

**Section 4** At any time after the City has undertaken the defense of an employee in a civil damage suit, the employee, at his/her own expense, may, with the permission of the City, hire counsel of his/her choice and substitute that counsel, with the consent of the applicable court, for the counsel provided by the City without affecting the employee's rights to indemnification under Section 3 of this Article. <sup>1</sup> 768.28(5), Florida Statutes

**Section 5** The employee agrees to cooperate fully with the City if the City undertakes the defense of the employee.

## **ARTICLE 36 - DISCIPLINE PROCEDURE**

**Section 1** Employees may be disciplined only for cause involving deficiencies in performance, deficiencies in conduct, or both. When disciplinary action is taken or contemplated, the affected employee(s) shall be informed in writing either prior to or at the time the action is taken of (1) the reason for the discipline; (2) the penalty assessed; and (3) the effective date of the penalty.

Disciplinary action may include one or more of the following:

1. Written reprimand
2. Suspension/forfeiture of time
3. Demotion
4. Discharge

**Section 2.0** Employee corrective interviews/counseling slips may be used to memorialize notice to employees of deficiencies in performance, conduct, or both, but the issuance of such forms shall in no event be considered disciplinary action for purposes of this Agreement. An employee corrective interview/counseling slip may be appealed only to the next level in the chain of command above the issuing authority. There shall be no further appeal and the corrective interview/ counseling slip shall not be subject to the grievance or arbitration procedure in this Agreement.

**Section 2.1** If at any time after the initial investigation of actions notice of Bill of Rights notice are determined to be unsubstantiated, an official City cover letter will be placed over the notice(s) and placed in the employee's personnel file

**Section 3** A letter of reprimand may be appealed orally or in writing through the chain of command up to a final and binding decision by the Fire Chief. Each level in the chain of command shall have the power to rescind a letter of reprimand.

**Section 4** The parties hereby mutually recognize and acknowledge the existence of that portion of Florida Statutes 112 entitled, "Firefighters' Bill of Rights". The parties agree that any and all violations or alleged violations of this statute will be resolved exclusively through appropriate statutory appeal. However, if the parties mutually agree, Article 38, "Arbitration", may be used to remedy the alleged violations.

**Section 5.0** An appeal of a suspension, demotion, or dismissal shall be processed as set forth below.

**Section 5.1** If discipline other than reprimand is contemplated, the Fire Chief or designee shall meet with the employee, the Union Steward, or both if so, requested by the employee. The Fire Chief's or designee's disciplinary notice to the employee will include a statement indicating that the employee may request a hearing on the matter within ten (10) working days if the employee feels that the disciplinary action is unwarranted. If the employee does not request such hearing within ten (10) working days, the hearing shall be considered waived.

**Section 5.2** The Fire Chief or designee, within ten (10) working days following the close of the hearing, will submit to the City Manager a recommendation for action. Within ten (10) working days after receipt of that recommendation, the City Manager will issue a final decision in the matter in writing, a copy of which will be delivered to the employee and/or the Union Steward.

**Section 5.3** If disciplinary action is taken by the City Manager, which the employee considers to be unwarranted, the employee and the Union representative may appeal such action by filing a grievance directly under Article 37, Section 2, Step 4.

**Section 5.4** In considering the severity of a disciplinary recommendation, the Fire Chief or designee may take into account the employee's official personnel file.

**Section 5.5** Any regular employee may be immediately terminated or suspended without advance notice where the giving of such notice could result in damage to the City or to private property, injury to the employee, a fellow employee or the general public.

**Section 5.6** In any case in which an employee is charged by proper authorities with commission of a crime, the employee, within 24 hours, shall notify the Fire Chief who shall notify the Human Resources Director. The employee may be immediately suspended without pay pending final disposition of such criminal charges. Such suspension shall not be subject to review through the grievance/arbitration process set forth in this Agreement.

- A. In the event that any employee is convicted of such criminal charges, his/her suspension shall automatically be converted into an involuntary termination and shall not be subject to further review through the grievance/arbitration process set forth in this Agreement.
- B. Where charges against any employee are dismissed for any reason, the City shall have twenty (20) days after receipt of notice of such action to either reinstate the employee with back pay or to institute administrative disciplinary charges against the employee. Such administrative charges, if any, shall be subject to review under the grievance/arbitration procedures provided herein.

In no event shall any employee be granted back pay for any period of suspension attributable to pending criminal charges against the employee unless the employee is found not guilty of such charges or such charges are found to have arisen out of direct line of duty conduct undertaken in good faith.

**Section 5.7** If the City Manager rescinds, modifies, or both the disciplinary action, a loss in pay, if any, will be rectified.

**Section 5.8** If the disciplinary appeal has not been satisfactorily resolved under this procedure, the City or the Union may proceed to arbitration as set forth in Article 38 of this Agreement.

## **ARTICLE 37 - GRIEVANCE PROCEDURE**

**Section 1** A grievance is defined as a dispute between the City and one (1) or more of its employees or the Union concerning the interpretation or application of or compliance with this Agreement.

**Section 2** Should a grievance arise, there shall be an earnest effort on behalf of the parties to settle such grievance promptly. All grievances shall be processed in accordance with the following procedure. Grievances involving discipline shall follow the procedures established in Article 36 of this Agreement. All other grievances shall be processed in accordance with the following procedure.

**Step 1** The aggrieved employee may discuss the grievance with his/her Assistant Chief/ Deputy Chief within ten (10) working days of the date of the occurrence which has caused the grievance or within ten (10) working days from when the grievant became aware of by use of reasonable diligence should have become aware of the cause for the grievance. The Assistant Chief/Deputy Chief may seek the assistance of any other individual who may be qualified to offer assistance or information which will aid the supervisor to reach a decision. The Assistant Chief/Deputy Chief shall attempt to adjust the matter and shall respond to the employee within ten (10) working days.

**Step 2** If the grievance has not been satisfactorily resolved at Step 1, the aggrieved employee shall reduce the grievance to writing on the standard grievance form and present such written grievance to his/her Assistant Chief/Deputy Chief not later than ten (10) working days from the time the response was due in Step 1. When a grievance is reduced to writing it shall include: a complete statement of the grievance and the facts upon which it is based, the section(s) of this Agreement claimed to have been violated and the requested remedy or correction. The Assistant Chief/Deputy Chief may meet with the employee, the Union representative, or both and shall respond to the employee in writing within ten (10) working days from the receipt of the written grievance.

**Step 3** If the grievance has not been satisfactorily resolved at Step 2, the aggrieved employee, the Union, or both may within ten (10) working days following receipt of the Step 2 decision submit the written grievance to the Fire Chief or designee. The Fire Chief or designee shall conduct a meeting with the Union within ten (10) working days of receipt of the grievance and shall reply to the Union, in writing, within ten (10) working days following the close of the meeting.

**Step 4** If the grievance is not resolved to the satisfaction of the Union at Step 3, the Fire Chief or designee's decision may be appealed to the Human Resources Director or designee not later than ten (10) working days after receipt of the Step 3 decision. The Human Resources Director or designee shall meet with the Union within ten (10) working days following receipt of the grievance and shall reply, in writing, within ten (10) working days following the close of the meeting.

In the event the grievance involves more than one (1) employee, the names of all aggrieved

employees shall be provided in writing to the City no later than the date the grievance is submitted. Any resolution of the grievance shall be limited to those employees named at the Step 3 meeting.

### **Section 3**

- A. The City and the Union hereby agree that this procedure and the arbitration procedure set forth in Article 38 “Arbitration”, shall be the sole and exclusive method for interpreting and enforcing this Agreement.
- B. For the limited purpose of this Article, a working day shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by the City.
- C. The time limits set forth in this Article are to be strictly adhered to but may be lengthened or shortened by mutual agreement in writing.
- D. Representatives of the City and the Union shall acknowledge receipt of grievances by signing and dating the form when presented or received.
- E. Any grievance not advanced by the employee(s) to the next higher step within the time limits provided shall be considered settled on the basis of the answer most recently given. If the City does not answer a grievance within the time limits provided, the employees may elect to treat the grievance as denied at that step and immediately advance the grievance to the next step.
- F. No action or matter shall be considered the subject of a grievance unless a written complaint is made within ten (10) working days of its occurrence or within ten (10) working days from the time the aggrieved employee(s) became aware or by use of reasonable diligence should have become aware of the cause for complaint.
- G. Consistent with operational needs, a Union Steward shall be permitted to confer with the appropriate supervisor under the circumstances defined in Steps 1 and 2 above without loss of pay provided that the City may discontinue payment for such time in case of abuse by the Union Steward. A Union Steward shall report to the immediate supervisor when stopping work to process a grievance as requested by an employee(s) and shall be allowed to stop work in order to process a grievance as long as this is consistent with operational needs. The Union Steward shall report back to the supervisor when ready to resume work. If a grievance involves more than one (1) employee, such employees shall designate not more than two (2) employees to represent the group and, with the steward, shall be permitted to confer with the appropriate supervisor in Steps 1 and 2 as provided above. An aggrieved employee(s) will be permitted to confer with representatives of City management as provided in the grievance procedure without loss of pay provided that the City may discontinue payment for such time if this privilege is abused.
- H. In the event that the grievance involves a group of employees who do not have the same immediate supervisor, the grievance shall first be presented to their Assistant/Deputy Chief as indicated in Step 2 of this procedure. The subsequent steps of the grievance procedure as outlined in this Article shall then apply.
- I. In accordance with State law, the Union shall not be obligated to process a grievance of a non-member. If they choose to elect this option, the Union will notify the City at the

time the grievance is filed at the second step of the grievance process.

- J. The Union shall have the right to file grievances in the third step of the grievance procedure, in any non-disciplinary matter involving interpretation or application of this Agreement, provided however, that this right shall be strictly limited to those matters where the Union can factually demonstrate:
1. that the matter is covered by a provision of the Agreement; and
  2. that the matter involves the interpretation or application of that provision; and 3. the grievance does not seek to add to or subtract from any provision of the Agreement; and
  4. the subject matter of the grievance is general in nature, having application to a majority of the members of the Unit.

**Section 4** If the grievance has not been satisfactorily resolved under this procedure, the City or the Union may proceed to arbitration as set forth in Article 38 "Arbitration".

## **ARTICLE 38 - ARBITRATION**

**Section 1** If no satisfactory resolution of a grievance has been reached under the procedure provided in Article 37 of this Agreement and the grievance or dispute relates to the determination of rights and obligations conferred or created by this Agreement, and a written request for arbitration is made by the Union within ten (10) working days after the final answer from the Human Resources Director or designee, a request for a written panel of arbitrators shall be made and such dispute shall be submitted for final and binding arbitration. If no request for arbitration is received within ten (10) days after the written answer from the Human Resources Director or designee, the grievance will be considered by both parties to be withdrawn and settled based on the answer received from the fourth step of the grievance process.

The Union retains the exclusive right to request arbitration or withdraw a grievance at any time provided such decision is not based upon Union or Non-Union membership.

**Section 2** The City and the Union shall, within one (1) week of the election of either party to arbitrate, meet to mutually agree upon an arbitrator. If this cannot be done, the party filing the grievance shall have thirty (30) calendar days to request a seven-arbitrator panel of local arbitrators from the Federal Mediation and Conciliation Service (FMCS). In the event that either party, before any striking of names occurs, feels that the panel is unsatisfactory, that party shall have the right to request one (1) additional panel. Within ten (10) days of receipt of the panel, the arbitrator shall thereafter be selected from the panel of arbitrators by alternate striking of names until one (1) name remains. The winner of the coin toss shall elect to strike either first or second. The parties will thereupon notify FMCS, who will notify the arbitrator of the appointment. Failure of the parties to select an arbitrator within thirty (30) working days of receipt of the panel shall be considered a dismissal of the grievance with prejudice.

under the rules set forth in this Agreement and shall proceed as follows:

**Section 3.1** Upon notification of appointment, the arbitrator shall communicate with the parties as soon as practicable to arrange, for the date and place of hearing; or, if questions of material fact are not at issue, to arrange for the joint submission of stipulations of fact and relevant documentation concerning the grievance.

**Section 3.2** If no hearing is to be conducted, each party shall submit to the arbitrator its statement of position regarding the grievance. Prior to the date of the hearing or submission of documents, the parties shall, jointly or separately, provide the arbitrator with a written statement of the issue or issues to be resolved in the arbitration proceeding.

**Section 3.3** The arbitrator shall have exclusive jurisdiction and authority to resolve grievances as defined in this Agreement. The arbitrator shall have the authority to issue subpoenas enforceable in any court of competent jurisdiction and shall administer oaths to all witnesses testifying in any proceeding.

**Section 3.4** The arbitrator shall have no power to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

**Section 3.5** The arbitrator shall have no power to consider or rule upon any matter which is stated in the Agreement not to be subject to arbitration (e.g., discipline or discharge of

probationary employees or regular employees, counseling slips, reprimands, discrimination charges, etc.) or which is not a grievance as defined in this Agreement or which is not covered by this Agreement.

**Section 3.6** The parties agree that only evidence presented at a hearing at which both parties are present shall be considered by the arbitrator.

**Section 3.7** Upon timely notice prior to the scheduling of hearings and when mutually agreed, consolidation of one (1) or more grievances based upon similar circumstances for hearing and resolution before the same arbitrator shall be permitted.

**Section 3.8** The arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the final hearing. The findings of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be final and binding on the parties. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings and conclusions on the issues submitted unless otherwise agreed in writing by the parties.

**Section 3.9** The party claiming misinterpretation or misapplication of this Agreement shall have the burden of proving its contention.

**Section 4** This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the arbitrator is to determine disputed interpretations of terms and conditions of employment actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator, therefore, shall not have the authority, nor consider it the arbitrator's function, to include in the decision any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision which, in practical or actual effect, modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practices of the parties in interpreting or applying terms of the Agreement can be relevant evidence but may not be used so as to justify or result in what is, in effect, modification (whether by addition or subtraction) of the written terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because, in the arbitrator's opinion such decision or award is fair or equitable or because, in the arbitrator's opinion, it is unfair or inequitable.

**Section 5** The costs for the services of the arbitrator shall be shared equally by the parties to this Agreement. The parties shall bear the costs of their own representatives and witnesses. The Union shall have the right to compensate its witnesses from the time pool. Party to this Agreement desiring a transcript of the arbitration hearing shall be responsible for the cost of such transcript. If either party to this Agreement requests postponement of a previously scheduled arbitration resulting in a postponement charge, the party requesting the postponement shall pay such charge. A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

**Section 6** Upon mutual agreement by the City and Union, the parties may agree to expedite a request for arbitration.

## **ARTICLE 39 - SUBSTANCE / ALCOHOL TESTING PROGRAM**

The City has a legal responsibility and management obligation to ensure a safe work environment as well as a paramount interest in protecting the public by ensuring that its employees have the physical stamina and the emotional stability to perform their assigned duties. A basic requirement and condition of employment must be an employee who is free from drug/alcohol dependence, illegal drug use, and drug/alcohol abuse.

There is sufficient evidence to conclude that the use of illegal drugs, drug or alcohol dependence, and drug or alcohol abuse seriously impairs an employee's performance and general physical and mental health.

**Section 1** The Fire Rescue Department hereby adopts the following provisions to ensure an employee's fitness for duty as a condition of continued employment:

- a. Any employee under the influence of an illegal substance or alcohol in the workplace shall upon detection be immediately suspended without pay pending an investigation. Should the employee be judged to be in violation of this Article he/she may be disciplined up to and including dismissal based on Fire Chief's discretion. In the event the Fire Chief chooses to use his/her discretion not to terminate the employee, the employee will be subjected to a comprehensive drug rehabilitation program at employee expense and unlimited drug testing for two years from the date of the determination by the Fire Chief. "Under the influence" as used in this Article shall be defined as those amounts of drugs, alcohol, or controlled substance which are specific within this Article or for which there are State statutory standards.
- b. Any employee found to be selling, purchasing, using, transferring, or in the possession of an illegal substance on or off duty shall upon detection be immediately suspended without pay pending an investigation. Should the employee be judged to be in violation of this Article, he/she will be dismissed from City employment. Furthermore, any employee who alters or attempts to alter any illegal substance or alcohol test will be dismissed from City employment.
- c. While on duty, any employee under the influence of a legally obtained drug to the extent that such use influences or impairs the ability of the employee, affects the safety of coworkers, impairs the employee's job performance or the safe or efficient operation of Fire Rescue Department equipment, shall upon detection be immediately suspended without pay pending an investigation. The investigation may include drug and alcohol testing. Should the employee be found to be in violation of prescribed physician's directions, he/she will be discharged from City employment.

**Section 2** In an effort to identify and eliminate on or off-duty controlled substance/illegal substance and alcohol abuse, appropriate tests as determined by the City shall be administered as provided herein:

- A. As part of any scheduled physical examination program where participation is required of Department personnel.

B. Following any accident or serious incident occurring on-duty and/or where the City has reasonable suspicion based upon objective factors that the involved employee(s) may be under the influence of alcohol, illegal substances or non-physician prescribed drugs.

C. Where the City at any time has a reasonable suspicion based upon objective factors, rational inferences, or both that the City is entitled to know from these facts in the light of its experience that the employee has possession of or is using, dispensing or selling any illegal drug or controlled substance not prescribed by a licensed physician.

D. Where the City has a reasonable suspicion that the employee is under the influence of alcohol on-duty, or while covered for portal-to-portal pay for Worker's Compensation.

E. As a condition of promotion to any position within the Bargaining Unit. In such cases, the appropriate test shall be administered at a time determined at the City's sole discretion during the employee's probationary period for the promotion.

F. On a random basis, on duty or, without exception, upon employee's return to duty, he or she may be selected and subject to a drug and alcohol test.

G. Anytime that an employee is involved in an accident while operating a City vehicle, whether on or off duty, the employee may be required to submit to alcohol/chemical drug testing immediately. Employees must follow relevant policies for reporting accidents in a City vehicle whether on or off duty.

**Section 3** Testing for drugs or illegal substances shall be done through a blood analysis, urine analysis, or both at the City's discretion. Alcohol testing will be conducted by use of a breathalyzer test as determined by the City's medical provider. If alcohol use is detected, the employee will also undergo blood analysis to determine accurate findings as related to state statutory standards. No safety-sensitive employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater. If the alcohol concentration is 0.04 or greater, a second confirmation test will be conducted and the employee will be sent home without pay for the remainder of the shift. The state standard of an alcohol concentration of 0.05 or greater will be used as the standard for "under the influence" of alcohol. Blood samples shall be taken to test for alcohol, drugs or other substances, or any combination thereof where it is generally accepted by medical experts, toxicological experts, or both that testing for such substance is insufficiently accurate through urine samples or where testing of the substance through blood samples provides substantially greater accuracy. Urine samples shall be collected under supervision of collection site personnel and split sample screening will be utilized. The collection site shall maintain a record of the "chain of custody" of urine specimens.

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

Drug/Metabolite                      Screening Test      Confirmation Test

**Section 4** Drugs, their metabolites, alcohol and other substances for which the City will screen an employee’s urine sample, blood sample, or both include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), extended opiates, marijuana metabolites (delta9-tetrahydrocannabinol-9carboxylic acid), methadone, methylenedioxyamphetamine, opiates, phencyclidine, and propoxyphene. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry (GC/MS). Employees shall be required to document their legal substance use, as defined above, within twenty-four (24) hours of their initial drug screening test. Test results shall be treated with the same confidentiality as other medical records. The standards for positive results to be used for employee drug testing are as follows:

**DRUG TESTING STANDARDS**  
**10 DRUG OPIEX MDMA**

<u>Drug/Metabolite</u>	<u>Screening Test</u>	<u>Confirmation Test</u>
Amphetamines/ Methamphetamine	500 ng/ml	250 ng/ml
Amphetamines/ Methamphetamine	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	50 ng/ml
Benzoylecgonine		
Cocaine Metab	150 ng/ml	100 ng/ml
Extended Opiates	300 ng/ml	150 ng/ml
Marijuana Metabolite	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	- 300 ng/ml
Methylenedioxyamphetamine (MDMA)/ Methylenedioxyamphetamine (MDA)	500 ng/ml	300 ng/ml
Opiates	*2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Codeine/Morphine	2000 ng/ml	2000 ng/ml
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml
Hydrocodone/Hydromorphone	300 ng/ml	100 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml

\*Twenty-five (25) ng/ml if immunoassay specific for free morphine.

Other drugs and substances may be tested for by the City at its discretion. In that event, they will be tested at levels according to generally accepted toxicology standards. The City will provide the Union with six (6) months’ notice prior to testing for additional drugs or substances.

**Section 5** Refusal to comply with an order to submit to such an examination will constitute the basis for dismissal from City employment. Any positive test for a controlled substance shall result in dismissal from City employment.

**Section 6** The City's EAP shall be available to any employee who is the subject of investigation for alcohol or substance abuse or has been ordered to submit to medical testing or who has tested positive in any medical drug or alcohol test. Nothing in this Article is intended to prevent employees from voluntarily utilizing the EAP prior to the commencement of an investigation or order to submit to testing.

## **ARTICLE 40 - PRODUCTIVE WORK AND WORK ASSIGNMENT**

**Section 1** Nothing in this Agreement shall limit the Fire Chief's or designee's sole and exclusive right to assign routine fire duties or productive work including general clean up and maintenance of stations and grounds except for electrical wiring, plumbing, roofing, and station painting.

**Section 2** The City shall continue the present policy of "free time" during duty hours in which employees are not engaged in assigned duties or at the discretion of the Assistant/Deputy Chief in charge. Employees on duty shall be allowed to participate in recreational activities during their "free time" as provided by the Fire Chief or designee. Nothing in this clause shall prohibit the City from scheduling work activities on any duty day.

**Section 3** The Fire Chief or designee shall determine whether any injury sustained by an employee while performing productive work under this Article falls within the high-risk or low risk categories set forth in Article 27, provided that such determination shall not be arbitrary or capricious.

## **ARTICLE 41 -SUBCONTRACTING**

**Section 1** The City shall retain all rights to determine whether and/or to what extent any work shall be performed by employees, contractors, or subcontractors.

**Section 2** When the City determines that it is in its best interest to enter into a contract with an outside supplier or service agency to perform services presently being performed by City of Fort Lauderdale employees, the City agrees that it will notify the Union when bids are requested and will, within ten (10) days thereafter, meet and discuss, with representatives of the Union the effect of such contract upon members of the Bargaining Unit.

**Section 3** If the City enters into such contract and, as a result thereof, an employee will be laid off, the City agrees such employee shall be entitled to first consideration by the contractor for any available work.

**Section 4** In the event the employee is not employed by the contractor, the Layoff and Recall Procedure contained in this Agreement shall apply.

**Section 5** Nothing in this Article will be construed to limit the Union's right to bargain concerning the identified impact or effects of subcontracting upon Bargaining Unit members.

## **ARTICLE 42 - SMOKING POLICY**

**Section 1** All firefighters shall be nonsmokers at the time of hire as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, cigars, pipes, or tobacco products of any kind at all times, whether on or off duty. Any firefighter who violates this provision will be subject to disciplinary action up to and including discharge.

**Section 2** Tobacco use shall be prohibited at all firefighter employee places of employment. This prohibition includes any building or area owned, operated, occupied or used by the Fire Department on a routine basis and includes all types of tobacco and tobacco-like products, including smoked and smoke-less tobacco, other smokeable products and electronic cigarettes. Any firefighter who violates this provision will be subject to disciplinary action up to and including discharge.

**Section 3** All Bargaining Unit members will be required, as an absolute condition of continued employment, to refrain from using chewing tobacco products of any kind, while on-duty.

**ARTICLE 43 - MERGERS OF OTHER FIRE DEPARTMENTS AND PROVIDING SERVICE TO  
OTHER MUNICIPALITIES**

**Section 1** The City agrees that it will notify IAFF Local 765, in writing, prior to any merger or assumption of services with other governmental units involving Fire Rescue or emergency medical services and will meet and discuss with representatives of Local 765 the effect of such merger or assumption of services as members of the bargaining unit.

## **ARTICLE 44 -DETAIL PAY**

**Section 1.** Off-Duty, Details: The Fire Chief or designee shall administer the City's off-duty detail program. Effective October 1, 2023, the detail rate of pay shall be paid at the flat dollar rate of \$50 per hour, command positions will be paid at \$60 per hour, and the detail rate shall be supplemented by a \$5.00 per hour surcharge to be paid to the VEBA established by the Union for every detail hour worked by a bargaining unit employee.

The parties recognize that special details are a form of outside contractual employment with individuals operating under the licensure and protocols of the Department.

**Section 1.1** Any bargaining unit employee who reports one (1) hour or less after the scheduled starting time of detail will receive a counseling slip.

Any bargaining unit employee who reports one (1) hour or less after the scheduled starting time of the detail for a second time within a twelve (12) month period will be denied the right to work details for a period of one (1) year from the date of the second infraction.

Any bargaining unit employee who reports more than one (1) hour after the scheduled time of the detail or fails to report to detail, will be denied the right to work details for (1) year from the date of the infraction.

**Section 1.2** The Fire Chief or designee may elect, in a manner which is not arbitrary or capricious, to consider mitigating circumstances for the employee's failure to report in a timely manner so as to permit the employee to work details, notwithstanding the provisions of the Section 1.1 above.

**Section 1.3** Off-duty detail opportunities will be distributed equitably among eligible bargaining unit members as defined in Article 2 of this Agreement. Although temporary imbalances in the distribution of off-duty details may occur, nothing in this section shall be construed as alleviating the continuing intent of departmental management to distribute off-duty details fairly and equitably over an extended period of time.

At the discretion of the Fire Chief or designee, and based on the complexity of the detail, Fire Captains may be permitted to work command opportunities if no other Battalion Chiefs apply to work a proposed command detail.

Non-bargaining unit members of the Fire Department shall be permitted to work off-duty details.

**Section 1.4** The provisions of this Article may be amended or modified by written mutual agreement between the Union and the City.

**Section 2.** Detail Pay for Training: The Fire Chief or designee shall administer the City's off duty training detail program at a rate of \$30 per hour to provide training to the public. The parties recognize that training details are a form of outside contractual employment with individuals operating under the licensure and protocols of the Department.

**Section 2.1.** The rules of Section 1 shall apply to Section 2 except the Training and Special Operations Bureau will determine the prerequisites potential instructors must have for each class in order to work Training Details.

**Agreement Between the City of Fort Lauderdale and  
Local 765 – Fort Lauderdale Professional Firefighters, Inc.  
Battalion Chiefs  
International Association of Firefighters, AFL-CIO-CLC.**

## **ARTICLE 45 - SAVINGS CLAUSE**

**Section 1** If any article or section of this Agreement should be determined by a court of competent jurisdiction to be in conflict with any State or Federal legislation or judicial decision, all other articles and sections of this Agreement shall remain in full force and effect, it being presumed that the intent of the parties herein was to enter into an agreement without such invalid provision.

**Section 2** In the event of such determination, the City agrees to notify the Union of its intention to comply with such decision within thirty (30) days of such notice. If the Union appeals such determination within thirty (30) days of such notice to the appropriate court, the City agrees that it will delay implementation of such decision until such appeal has been finally resolved by the appropriate court within the State or Federal judicial system.

**Section 3** In the event of invalidation of any article or section, the parties agree to meet within thirty (30) days of such determination for the purposes of negotiating a successor article or section.

**ARTICLE 46 - PROVISIONS IN CONFLICT WITH LAW**

**Section 1** If any provision of this Collective Bargaining Agreement is in conflict with any law, ordinance, rule or regulation over which the City Manager has no amendatory power, the City Manager shall submit to the appropriate government body having amendatory power a proposed amendment to such law, ordinance, rule, or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the Collective Bargaining Agreement shall not become effective.

## **ARTICLE 47 - ZIPPER AND WAIVER CLAUSE**

**Section 1** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement and nothing, however, shall abridge the right of any duly authorized representative of the Union to present views of the Union which affect the welfare of its members.

**Section 2** Notwithstanding the above, the parties recognize the obligation to negotiate, as required by law, regarding any contemplated change which will significantly affect a term or condition of employment not contained in this Agreement.

**ARTICLE 48 - DURATION OF AGREEMENT**

**Section 1** This Agreement shall be in effect as of 12:01 a.m. October 1, 2023, or upon ratification by the parties, whichever is later, and shall remain in full force and effect until the 30th day of September, 2026. It shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing, no later than March 1, 2026, or by March 1 of any year thereafter, of an intention to negotiate a successor agreement.

## **ARTICLE 49 - TRAINING STANDARDS**

**Section 1** The City will make available, at no cost to the member, voluntary EMT and paramedic recertification training programs, which meet all state recertification requirements. Members may choose to participate in the City sponsored class or obtain the requisite training through public or private educational institutions offering similar classes, which must be pre-approved by the Fire Chief or designee. The classes sponsored by the City may be scheduled on a member's scheduled days of work and at times when the member is off duty. The member will be afforded a minimum of two (2) scheduled opportunities per shift to attend a required ACLS, and CPR recertification module made available by the City while on duty. If, for whatever reason, the member does not attend one of the two scheduled training opportunities, the member will be required to obtain the training off duty at a program pre-approved by the Fire Chief or designee. Article 15- Tuition Payment Plan will not apply to these training programs

**ARTICLE 50 – LATE/A.W.O.L**

**Section 1** Lateness is defined as reporting to work one (1) hour or less after the member's scheduled starting time. A.W.O.L. is defined as reporting to work one (1) hour or more after the member's scheduled starting time.

**Section 2 A.W.O.L.:** A member reporting to work one (1) hour or more after his/her regularly scheduled starting time will be denied the right to work that shift. However, a member may be permitted to work the remaining shift only if the employee calls his/her Assistant Chief, or designee.

**Section 3** If any member is late or A.W.O.L, discipline will be issued in accordance with Article 36 of this Agreement.

**Section 4** At the request of an Operations Battalion Chief who is reporting after the scheduled starting time, a Battalion Chief or qualified upgraded Battalion Chief may agree to hold over until such time as the member reports to work providing that:

- A. The member requesting a hold over must arrange the hold over prior to the scheduled start time; and
- B. The member requesting a hold over must notify the Assistant Chief that he or she has secured a holdover (exchange); and
- C. The late member must report to work prior to four (4) hours from the start time.

## **ARTICLE 51- EMERGENCY LEAVE**

**Section 1** At the member's request, the City may grant emergency leave from work for a bona fide emergency. Each member is eligible for up to one (1) hour paid leave with the first incident of approved emergency leave in a twelve (12) month period. In the event the emergency leave exceeds the one (1) hour granted, any additional time will be deducted from the member's pay. Subsequent incidents of approved emergency leave within a 12-month period will be deducted from the member's pay. The member may elect to use vacation leave in lieu of a pay deduction.

## **ARTICLE 52- PAST PRACTICES**

The City agrees to continue the following enumerated past practices for the term of this Agreement provided they are not in conflict with any Article of this Agreement. For the purpose of future negotiations, each of the enumerated past practices shall be considered as though they were separate Articles of this Agreement.

1. The City shall provide a gift upon normal retirement with twenty (20) or more years of service or service incurred disability in accordance with the described policy in effect at the time of retirement, and such employees shall receive their assigned fire helmet and respective firehouse flag.
2. The City will continue to provide payroll deductions for Union deductions, Credit Union, Benevolent Association, Police and Fire Insurance, United Fund, savings bonds and deferred compensation, and allow any other City approved deduction.
3. The City shall continue the policy of biweekly pay periods.
4. The City shall maintain its pension contribution in accordance with applicable law.
5. The City shall continue the current policy of military leave in accordance with Florida Statute 115.07 and Federal law as may be amended.
6. Members will be allowed to hold off-duty employment provided the employment does not reflect discredit upon the fire profession, and there can be no conflict of interest. Members must inform the Fire Chief, or his designee, in writing, of any off-duty employment or within fourteen (14) calendar days of any change in off duty employment. The Fire Chief shall not unreasonably deny any request for off-duty employment
7. Unless family members are on duty at the same time, families will be allowed to participate in Station holiday dinners with permission of the Chief Officer in charge.
8. The City shall maintain one (1) self-contained breathing apparatus for each employee on duty.
9. Members will be allowed to wear their uniforms one and one half (1.5) hour before the start of their duty shift and up to and one half (1.5) hour after the end of their duty shift except where the Fire Chief or designee has given prior approval.
10. Members are issued protective firefighting equipment. Damaged or lost equipment will be replaced at no cost to the member if the damage to the equipment or loss is not caused by the negligence of the member. In the event a member's equipment is stolen, the member must notify his/her immediate supervisor thereafter a determination will be made regarding reimbursement after the immediate supervisor has filed his/her written report. Damage to equipment or loss due to member negligence will subject the member to disciplinary action.
11. The City and the Union agree that any member who has been changed from one shift to another shift shall, whenever possible and with the approval of the Fire Chief or designee, retain the vacation days previously scheduled for the year in which the vacation is to occur.
12. When a member is at work on one Operations shift and is transferred to another shift, the transfer will be made anytime during the five (5) day "Kelly Day" time frame.

## **ARTICLE 53 - DISTRICT ASSIGNMENTS**

**Section 1** On an annual basis, Battalion Chiefs in Operations will bid Districts/Floats on the shift they are assigned by seniority.

**SCHEDULE B ASSIGNMENT PAY**

Effective the first full pay period following ratification, Assignment Pay shall be as follows:\*

<p><u>LEVEL I</u></p> <p>Bargaining unit members assigned to Non-Operations</p>	<p>\$100.00 Additional basic biweekly salary</p>
<p><u>Level II</u></p> <p>Bargaining unit members assigned to Non-Operations for one (1) or more years. Training personnel must possess the Certificate of Competence issued by the Florida Fire College.</p>	<p>\$150.00 Additional basic biweekly salary</p>
<p><u>Level III</u></p> <p>Bargaining unit members assigned to Non-Operations and who possess the Certificate required for Level II pay and have three (3) or more years' experience in the respective bureau/division.</p>	<p>\$200.00 Additional basic biweekly salary</p>

\*Bargaining unit members assigned to the Fire Prevention Bureau hired on or after October 1, 2014, shall not be eligible for Assignment Pay.

**APPENDIX A – WAGE SCHEDULE**

**Wage rates effective October 1, 2023.**

<b>(669) BATTALION CHIEFS</b> <b>3.878% Wage Adjustment</b> PAY RANGE AMOUNTS BASED ON A 40-HOUR WEEK				
PAY RANGE/ STEP	HOURLY RATE	BIWEEKLY RATE	MONTHLY RATE	ANNUAL RATE
F009- A	\$47.04	\$3,763.42	\$8,154.09	\$97,849.04
F009- B	\$50.41	\$4,033.08	\$8,738.33	\$104,859.95
F009- C	\$52.93	\$4,234.41	\$9,174.56	\$110,094.77
F009- D	\$55.59	\$4,447.44	\$9,636.12	\$115,633.40
F009- E	\$58.36	\$4,668.55	\$10,115.20	\$121,382.35
F009- F	\$61.29	\$4,903.15	\$10,623.49	\$127,481.85
F009- G	\$64.35	\$5,147.63	\$11,153.20	\$133,838.41
F009- H	\$67.57	\$5,405.60	\$11,712.13	\$140,545.52
F009- I	\$70.94	\$5,675.25	\$12,296.37	\$147,556.44
F009- J	\$74.49	\$5,959.28	\$12,911.77	\$154,941.27

**Agreement Between the City of Fort Lauderdale and  
Local 765 – Fort Lauderdale Professional Firefighters, Inc.  
Battalion Chiefs  
International Association of Firefighters, AFL-CIO-CLC.**

IN WITNESS WHEREOF, the parties execute the foregoing collective bargaining agreement as follows:

For: City of Fort Lauderdale

For: Fort Lauderdale Professional  
Firefighters Inc., IAFF Local 765

\_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_  
Jeffrey Scott Bayne, President

ATTEST:

\_\_\_\_\_  
David Solomon, City Clerk

\_\_\_\_\_  
Greg Chavarria, City Manager

Approved as to form:

\_\_\_\_\_  
Paul Bangel, Senior Assistant City Attorney