

Employee
Organization
Agreement

between

The City of Hollywood

and

**The Hollywood Professional
Fire Fighters,
Local #1375**

**October 1, 2021
through
September 30, 2022**

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EMPLOYEE ORGANIZATION AGREEMENT

This 2021-2022 Employee Organization Agreement (the "Agreement") is entered into by and between the City of Hollywood, Florida, hereinafter referred to as the "City" and the Hollywood Professional Fire Fighters, Inc., Local #1375, International Association of Firefighters, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, prompt and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay wages, hours of employment, and other terms and conditions of employment. It is understood that the City of Hollywood is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

The City and Union agree that it is the intent of the parties to enter a one-year agreement and commit to using best faith efforts to negotiate a multi-year agreement until this Agreement is replaced by either (1) a subsequently ratified replacement agreement or (2) actions resulting from the provisions of F.S. 447.403. The parties further agree the base pay increases and any other supplemental benefits offered or described in this Agreement will be no less favorable than those granted in the FY2022 agreements between the City and the American Federation of State, County and Municipal Employees Union or the City and the Broward County PBA.

Within the context of this agreement, all uses of the terms “he, him, and his” shall be considered to be gender-neutral and freely interchangeable with the corresponding terms of “she, her, and hers.”

ARTICLE 1: RECOGNITION

Sec. 1: The City recognizes the Union as the exclusive Bargaining Agent for all employees in the Bargaining Unit with respect to wages, hours, and all other terms and conditions of employment.

Sec. 2: The Bargaining Unit shall include the positions as described in the job specifications as Firefighters (FF), Driver Engineers (DE), Lieutenants (LT), Captains (CPT), and Fire Prevention Officers I, II and III. The Bargaining Unit shall exclude all Chief Officers and civilian employees.

Sec. 3: (a) In the event that new positions are created within the City, that such positions satisfy the criteria specified in Section 3(b) below, and in the absence of any other specific agreement between the parties, the City and the Union agree to mutually petition the Public Employees Relations Commission to have said positions included in the Firefighter Bargaining Unit. If said petition is granted, the parties shall immediately begin impact bargaining to establish wages, hours, and working conditions for the new unit personnel.

(b) The criteria referenced in Section 3(a) above shall require that (1) the positions be created for certified firefighter, emergency medical technician, and/or paramedic personnel and that (2) a substantial portion of the corresponding job responsibilities be based upon, but not limited to, the delivery of emergency and/or non-emergency care, treatment, transportation, and/or medical supervision to private citizens. This provision shall not preclude the parties from mutually agreeing to include or exclude new positions on a case-by-case basis nor shall it be construed as a waiver by either party of any other petitioning rights that may exist under applicable law.

(c) The parties agree that the above provisions shall only apply to newly created positions and shall not be applied to existing positions such as, but not limited to, marine safety officers and community service officers.

ARTICLE 2: PAYROLL DEDUCTION OF DUES

Sec. 1: Upon receipt of written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay the amount owed to the Union by such employee for dues. Former members of the bargaining unit who wish to remain dues paying members of the Union shall have their dues deducted from their pay in accordance with a memorandum of understanding between the City and the Union that shall become effective simultaneous with this agreement and shall thereafter remain on file in the City's Finance Department. The City will remit to the Union such sums within thirty (30) days. Changes in the Union's membership dues rate will be certified to the City in writing over the signature of the authorized officer or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. The City's remittance will be deemed correct if the Union does not give a written notice to the City within two (2) calendar weeks after remittance is received on its behalf, with reasons stated therefore, that the remittance is incorrect.

Sec. 2: The Union will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against the City on account of any check-off of Union dues.

Sec. 3: An employee may revoke in writing at any time his authorization for dues deduction. Dues revocation shall be processed through the Union. In the event of direct revocation by the employee to the City, the City will notify the Union as soon as is possible.

Sec. 4: No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of the dues to be checked off.

ARTICLE 3: NON-DISCRIMINATION

Sec. 1: The City and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The City and the Union agree that all provisions of this Agreement shall be applied to all employees covered by it and that the City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of employee's skill and ability without regard to race, color, creed, national origin, sex, marital status, political affiliation, sexual orientation, or handicap. The parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination that is in addition to the existing and adequate procedures established by Broward County, the State of Florida, and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual/arbitration procedure contained in Article 23 of this Agreement.

Sec. 2: Employees shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining, or other mutual aid and protection, to express and communicate any view, grievance, complaint, or opinion, within the bounds of good taste, relative to the conditions or compensation of public employment or its betterment, all free of any restraint, coercion, discrimination, intimidation or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his/her holding office or not holding office in the Union. This provision shall be applied to all employees by the City and the Union.

ARTICLE 4: PREVAILING RIGHTS

Sec. 1: All rights, privileges and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force during the term of this Agreement unless changed by mutual consent.

Sec. 2: Any employee using this Article as grievance justification shall bear the burden of proof that such right, privilege or working condition existed prior to implementation date of this contract.

ARTICLE 5: RULES AND REGULATIONS

Sec. 1: Fire/Rescue Department Rules and Regulations in effect on January 1, 2020 or mutually agreed upon after January 1, 2020, including the changes agreed to during negotiations for this Agreement, shall form a part of this contract and shall not be amended or abridged except by mutual consent or as otherwise provided in this contract.

Sec. 2: Any new Rules or Regulations that effect wages, hours and/or terms and conditions of employment must be developed and agreed upon through mutual consent of the parties. Thereafter, these new Rules or Regulations shall form a part of the Fire Department Rules and Regulations and shall be governed by Section 1 above.

Sec. 3: The Fire Administration shall have the authority to create additional Rules and Regulations that are outside the scope of Sections 1 and 2 above ("New Rule(s)") and revise those New Rules. If the Union contends that any New Rule created by the Fire Administration conflicts with, or changes, or otherwise impacts upon the subjects referred to in Sections 1 and 2 above or any other mandatory subject of bargaining, the Union shall have fourteen (14) days in which to file a grievance. The fourteen (14) day filing period will begin when the Union President, or his designee, officially signs or refuses to sign for the Union's copy. In such a case, the New Rule shall not become effective until the conclusion of the grievance and arbitration procedure.

Sec. 4: It is understood that all discipline is subject to the just cause provision of this contract; therefore, if an employee is engaged in conduct not covered in these rules and regulations, he may be disciplined for just cause.

Sec. 5: The parties have mutually agreed that certain City Human Resource Policies (HR Policies) shall apply to bargaining unit members. Those HR Policies shall be

specified in Appendix IV of this Agreement. The parties also agree that any changes or additions to the applicable HR Policies shall be made consistent with the requirements set forth in sections 2 and 3 of this Article and specified in a Letter of Understanding.

ARTICLE 6: WAGES

Sec. 1: Employees will be placed into the base pay salary levels, attached as Appendix II, based on their years of service, and will continue to either remain in their current salary level or advance through the salary levels as determined by total years of service on the employee's anniversary date (e.g., a Firefighter with five years of service will remain in the same salary level on his next – sixth anniversary date; and will advance one level on his seventh anniversary date). No employee's base pay may exceed the maximum base pay rate for the employee's pay classification.

Sec. 2: When an employee is promoted, the employee's years of service will remain the same; his base pay salary will increase to that of his new job classification based on those years of service. Thereafter on his anniversary date his pay will remain the same or increase as determined by the years of service for that classification's salary levels.

Sec. 3: As noted in the base pay salary schedules, attached as Appendix II, the following pay increases shall be made to the base pay salary schedules: Effective in the first full pay period on or after October 1, 2021, each level of base pay shall be increased by two percent (2%).

Sec. 4: A one-time premium payment (pursuant to the definition of "Premium Pay" as defined by the American Rescue Plan Act of 2021) of \$1,000 net per member paid on the first full pay period in October 2021.

Sec. 5: Employees may be paid additional assignment/incentive pay as set forth in Article 6: Wages, Section 5; Article 34: EMS & Rescue Assignment Pay; and Article 41: HAZ-MAT Incentive Pay, provided however, that no employee shall be paid more than a

total of 25% in any combination of assignment/incentive pays above the employee's base pay, exclusive of Rescue Assignment Pay as detailed in Article 34, Sec. 2(d).

Sec. 6: All degrees earned after July 9, 2013 must be from an accredited college or university, as recognized by the United States Department of Education. However, final approval shall be as determined by the Fire Chief. At the employee's option, eligible members will receive one of the following City educational incentive payments:

(a) Any individual who received a "Fire Science Certificate" or its equivalent prior to October 1, 2002 will continue to receive a 2.5% pay increase to base pay. No additional members are eligible to receive any increases for a Fire Science Certificate; or

(b) Any individual who has successfully completed a college level "Municipal Fire Officer" course curriculum before October 1, 1999, will continue to receive a 2.5% pay increase to base pay. Individuals who successfully completed the course curriculum after October 1, 1999, and successfully passed any related state certification exams before July 9, 2013 will continue to receive a 2.5% increase to base pay, however, no additional members are eligible to receive any increase for a completed "Municipal Fire Officer" course curriculum; or

(c) Any individual who receives an Associate's Degree in Fire Science Technology, Emergency Medicine Technology, Fire Protection, Management, Business Administration, Nursing, Architecture, Chemical Engineering, Chemistry, Civil Engineering, Electrical Engineering, Health Administration, Public Management, Public Safety Administration, Physical Therapy, Public Administration, Emergency Management, Emergency Medical Service or Urban & Regional Planning, will receive a 5.0% increase to the employee's base pay; or

(d) Any individual who receives a Bachelor's Degree in Fire Science, Fire Protection, Management, Business Administration, Nursing, Architecture, Chemical Engineering, Chemistry, Civil Engineering, Electrical Engineering, Health Administration, Public Management, Public Safety Administration, Physical Therapy, Public Administration, Emergency Management, Emergency Medical Service or Urban & Regional Planning, will receive a 7.5% increase to the employee's base pay. Employees who prior to May 6, 2015, were receiving the 7.5% increase for a Bachelor's Degree not listed herein, shall continue to receive the increase; or

(e) Effective May 6, 2015, any individual who receives a Master's Degree in Fire Science, Fire Protection, Management, Business Administration, Nursing, Architecture, Chemical Engineering, Chemistry, Civil Engineering, Electrical Engineering, Health Administration, Public Management, Public Safety Administration, Physical Therapy, Public Administration, Emergency Management, Emergency Medical Service or Urban & Regional Planning, will receive a 10.0% increase to the employee's base pay. Employees who prior to May 6, 2015, were receiving the 10% increase for a Master's Degree not listed herein, shall continue to receive the increase.

(f) The Fire Chief, in his/her sole discretion, may agree to accept a degree not listed herein if the degree is in a job-related field of study. However, the Fire Chief's decision to accept or not accept another degree shall not be grievable under the grievance article of the Agreement.

Sec. 7: Additionally, eligible members will receive Educational Incentive Payment from the State Insurance Commissioner's Trust Fund (pursuant to F.S. 633.422), which

is separate and apart from the education incentive pay provided in Section 5 and for which a different standard is used.

Sec. 8: A member shall be entitled to recover, without penalty to the City, funds due the member by reasons of error in the implementation or administration of the City pay plan and other applicable regulations affecting pay. This shall be done in conjunction with the employee's next paycheck whenever possible.

ARTICLE 7: OVERTIME

Sec. 1: When it is necessary for the City to require employees to work in excess of their regularly assigned shifts, such time worked shall be considered overtime ("OT") and shall be paid for at the rate of one and one-half (1-1/2) times regular rate of pay.

(a) Sick leave used in a work period shall not be counted as hours worked if the employee has used eight (8) or more shifts (or, for non-shift employees, 10 or more days) of "unexcused" sick leave in the twelve months immediately preceding.

(b) The Fire Chief, in his sole discretion, shall determine whether to "excuse" an employee's sick leave, but in no case shall sick leave be "excused" unless the employee provides to the Fire Chief, immediately upon the employee's return to work, a doctor's note verifying that the employee was unable to report to work because of a medical condition.

Sec. 2: If an employee arriving early at his assigned workplace is assigned to a Fire Department duty prior to his normally scheduled starting time, he shall be considered on duty and entitled to all rights and privileges including overtime pay for all actual time worked. These early assignments shall include, but not be limited to station relocation, emergency responses, and any other assigned details. Provisions of Article 8: Call Back Pay, shall not apply for early assignments.

Sec. 3: Subject to the limitations described in Article 43: Time Off from Duty, employees shall have the option of receiving either overtime pay or comp time for overtime worked both to be computed at time and one half.

Sec. 4: Upon completion of a detail or an alarm after the change of the shift, a reasonable period of time, not to exceed thirty (30) minutes, shall be considered as paid

time for the purposes of cleansing and changing. Determination of need for and length of time to be made by the Company Officer as defined in Article 44.

Sec. 5: The City and the Union agree that the overtime list used for offering overtime assignments and extra duty work details shall be administered as follows:

(a) On January 1 of each year, members will be inserted into the overtime list based on seniority, top to bottom from most seniority to least seniority, and each member's number of overtime hours worked will be set at zero;

(b) As members work overtime hours, the list will be adjusted based on the number of overtime hours worked, top to bottom from the lowest number of overtime hours worked to the highest number of overtime hours worked; in the case of a tie, the member who worked overtime more recently will be placed below the other member; if the overtime worked most recently by both was on the same day, the member with the most seniority will be placed above the other member;

(c) "Overtime Assignments" shall be generally defined as those work assignments that are used to supplement routine daily staffing levels on emergency apparatus and that are based out of fire stations. "Extra duty work details" shall be generally defined as those work assignments that are pre-scheduled and that are based upon specific events or work sites (i.e. firewatch details, EMS coverage at festivals, etc.). The Fire Chief, or his designee, shall determine whether a work assignment shall be considered an overtime assignment or an "extra duty work detail." Pre-scheduled extra duty work details will be administered and offered to members in the same manner as overtime assignments. Overtime and extra duty work details will only be offered to personnel who are regularly assigned to perform the related job functions. Members' eligibility for particular types of

overtime assignments will be determined by mutual consent of the Union and the Fire Chief.

(d) Routine overtime assignments will be limited to twelve (12) hours in duration; the duration of overtime assignments that result from hurricanes or other extreme emergencies will be at the discretion of the Fire Chief.

(e) The City and the Union agree that, in addition to rank, overtime assignments and extra duty work details may be offered based upon EMT certification, paramedic licensure, fire inspector certification and/or departmental HAZ-MAT certification.

Sec. 6: In accordance with the provisions of the Fair Labor Standards Act, Section 7(k), effective at the beginning of the pay period starting on October 1, 2012, the City claimed the limited exemption permitted therein and established a work period consisting of twenty-one (21) calendar days for all members of the bargaining unit.

Sec. 7: To maintain the efficient operation of the department and to ensure personnel morale, the following provisions shall apply for holiday scheduling:

(a) Requests for utilization of comp time, blood time, and/or personal leave shall be denied if granting such requests necessitates that replacement personnel be ordered to report for duty in an involuntary status; and

(b) In order to accommodate requests for utilization of comp time, blood time, and personal leave on contractually recognized holidays, the Fire Department may begin scheduling personnel for voluntary overtime assignments up to ten (10) calendar days prior to the date of said holiday.

Sec. 8: The City and the Union agree that the overtime list used for offering assignments and extra duty work details shall be administered as overtime policies and procedures as set forth below:

(a) The following policies and procedures shall apply to overtime:

(1) Overtime personnel shall be assigned by a Battalion Chief ("BC") or person of higher rank, as deemed necessary to maintain the efficient operation of the Fire Department.

(2) It shall be the responsibility of the Company Officer who is on duty at the time an OT assignment is completed (such as a late call or holdover), to report such overtime to BC 5 and/or BC 74. This shall be accomplished by completing an overtime slip and saving the slip in the electronic folder designated for OT slips.. Failure of the Company Officer to follow this procedure will be treated as non-performance of an assignment and shall be subject to disciplinary action.

(3) Personnel needed for a foreseen overtime should be notified as soon as practicable, but no more than 72 hours in advance, and no less than 20 hours prior to the time of the overtime, except for recognized holidays, which shall be hired ten (10) days in advance.

(4) Once a member is offered an overtime assignment, the member will not be given the option of changing to another overtime assignment that may become available after the member's election to take or forfeit the overtime first offered.

(5) Exchange of times or shifts will not be permitted for members working an overtime assignment. (i.e., one member cannot work OT for an other member, unless the other member has been mandatorily assigned to OT).

(6) No member will be ordered to fill a vacancy created by compensatory time or personal leave unless the person requesting the compensatory time or personal leave is not on shift. The person requesting compensatory time or personal leave who is on shift will be denied permission and not allowed to leave unless a suitable replacement voluntarily works from the overtime list.

(b) OT HIRING PROCEDURES GENERAL RULES:

(1) Standard OT vacancies are 12-hour blocks.

(2) All overtime hours are logged annually in a cumulative "bank" within the computerized system used to manage overtime.

(3) OT hour banks reset to zero on January 1st every year. Mandatory OT banks do not reset.

(4) Lists to maintain the order of OT assignments ("OT Lists") will be maintained by rank: FF, DE, LT, CPT.

(5) OT Lists are sorted by –

- (i) all overtime hours worked (sorted least hours to most hours);
- (ii) date of last OT worked;
- (iii) seniority in rank.

- (6) A member will not be called for OT if that person is on emergency, sick, compensatory, or personal leave. However, members will be eligible to accept OT if requesting members are on vacation or Kelly days.
- (7) If a member does not want to be considered for OT, the member may request placement on a "do not call" list.
- (8) Any prescheduled or unscheduled vacancies will be hired seat for seat (e.g., if a CPT calls out, another CPT must be hired unless all CPTs refuse, then a LT may be hired for the seat, except however, if there is an excess of on-duty LTs, a LT may be transferred to the vacant seat) based on hours accumulated. A vacant Engine Company Officer seat will be offered to a Captain. A vacant Rescue Company Officer seat will be offered to a Lieutenant.
- (9) A vacant passenger seat on an aerial will be offered to a DE first. The vacancy shall then be offered to FF, LT, and then CPT, in that order.
- (10) If a vacancy cannot be filled after it has been offered to the appropriate rank, to prevent mandatory overtime, the shift commander/BC will offer the vacant seat to another appropriate rank. For example, a vacant Captain seat will be offered to Lieutenants, a second (passenger) seat on an Aerial will be offered to fire fighters (then LT & CPT), and a vacant fire fighter seat will be offered to Drivers.
- (11) If no one has accepted the OT in the time allotted, a member can still log into the computerized system used to manage overtime and accept the assignment offered.

(12) If a member is unable to answer a call for OT because he or she is on duty and on an emergency response at the time they are called and they wish to accept the overtime, the member must notify the Company Officer, who will then contact the BC as soon as practical so that he/she can be placed into the appropriate OT position.

(c) PRESCHEDULED OT: (Any vacancy identified from the shift prior up to 2200 hours the day prior):

- (1) All "off duty" members will be eligible for OT and will be sorted and ranked in OT Lists based on hours of OT worked.
- (2) A BC will identify that there is a need for overtime and that there are no other qualified members on shift to fill the vacancy. Once the need for OT has been determined, the BC will make an automated request to fill a particular OT position (known as "outbounding") the vacancy to be filled by the appropriate OT List (FF, DE, LT, CPT).
- (3) A prescheduled vacancy shall be said to have occurred after each seat has been filled with the appropriate rank. For example, Captain on Engine, Lieutenant on Rescue and Driver on Aerial or Engine.
- (4) BCs shall stop the outbounding at 2200 hours.
- (5) A member who is offered OT will have the vacancy reserved for him/her for 7 minutes. If not accepted within the time frame, the member can still accept the vacancy if the vacancy remains available.
- (6) All working opportunities for special details (Diplomat, Football, EMS, etc.) will be assigned according to the time frames and limits above.

(d) PRESCHEDULED OT ELIGIBILITY LIST RANKING (INCLUDES ALL OFF-DUTY MEMBERS – NOT SHIFT DEPENDENT LIST):

- (1) Least amount of OT:
 - (i) All shifts;
 - (ii) Ranked Least to Most Hours;
 - (iii) Zero hours at top of list
 - (iv) Last Date of OT, ranked from oldest to most recent, e.g. two people with 24 hrs: 1st on list took OT 04/15/15; 2nd on list took OT 05/01/15
- (2) Seniority in Rank:
 - (i) Promotion Date
 - (ii) Test Score

(e) UNSCHEDULED OT CREATED BY SICK PERSONNEL (vacancy filled morning of shift):

- (1) Any vacancies that become available after 2200 hours for the oncoming shift will be hired seat for seat using on-duty personnel.
- (2) When there is an unscheduled vacant seat created, it shall be filled first with the appropriate rank that may have been assigned to a different apparatus. For example, a CPT prescheduled on an aerial would be moved to fill a vacant engine officer seat, or a LT prescheduled on an Engine would be moved to fill a vacant rescue officer seat, etc.
- (3) A BC will identify that there is a need for overtime and that there are no other qualified personnel on shift to fill the vacancy. Once the need for

OT has been determined, the BC will outbound the vacancy to be filled by the appropriate OT List (FF, DE, LT, CPT).

(4) The BC will start the outbound for any vacancies at 0645 hours. BC will check again for additional vacancies, and if any, will outbound those at 0700 hours.

(5) A person who is being offered OT will have the spot reserved for one minute. If not accepted within that timeframe, the individual can still accept the spot as long as the vacancy remains available.

(6) If the BC is unable to fill all vacancies, then the BC shall offer 24 hours OT to those who accepted 12 hour OT, if eligible.

(7) At 0730 hours, if the OT has not been filled, the BC will hire accordingly from the mandatory list.

(8) In the event that a member is mandated to work OT after all options have been exhausted, the BC shall continue to outbound for the position.

(f) UNSCHEDULED OT ELIGIBILITY LIST RANKING (Starts with off-going shift personnel and then moves to others):

(1) Least amount of OT:

(i) Off-going shift

(ii) Ranked least to most hours.

(iii) Zero hours at top of list

(2) Last Date of OT:

- (iv) Last Date of OT, ranked from oldest to most recent, e.g., two people with 24 hours: 1st on list took OT 04/15/15; 2nd on list took OT 05/01/15

(3) Seniority in Rank:

- (v) Promotion Date

- (vi) Test Score

(g) MANDATORY OT ELIGIBILITY LIST RANKING:

- (1) Eligibility/Ordered List will be ranked based on the date that the last Mandatory OT was worked.

- (2) If multiple members had been ordered to complete mandatory OT on the same day, mandate shall be determined by the number of times said member was mandated.

- (3) Further tie breakers shall be based on seniority.

- (4) Members are unable to place themselves on a "Do Not Call" list for Mandatory OT.

(5) Regular OT	Mandatory OT
• Billy = 12 hrs.	Joe = 02/04/2020
• Bob = 36 hrs.	Bob = 05/04/2020
• Joe = 64 hrs.	Billy = 06/04/2020

ARTICLE 8: CALLBACK PAY

Sec. 1: (a) All shift employees of the bargaining unit who are called back to work while off duty or are required to attend a fire department related function authorized by the Chief or his designee, shall be paid a minimum of three (3) hours pay at the overtime rate (except as may be limited by Article 7: Overtime Section 1(a)). If the employee is required to stay beyond the three (3) hours, he shall be paid at the overtime rate for all additional time. If the period of callback time is for three (3) hours or less and is contiguous with the start of a regular work schedule, the employee shall receive the minimum call back of three (3) hours before reverting to regular pay at the start of his normal tour of duty.

(b) All non-shift employees of the bargaining unit who are called back to work while off duty or are required to attend a fire department related function authorized by the Chief or his designee, shall be paid a minimum of three (3) hours pay at the overtime rate (except as may be limited by Article 7: Overtime Section 1(a)), unless the callback is contiguous with the start of the employees shift. If the employee is required to stay beyond the three (3) hours, he shall be paid at the overtime rate for all additional time. If the period of callback time is for three (3) hours or less and is contiguous with the start of a regular work schedule, the employee shall receive the following minimum hours at the overtime rate before reverting to the straight time rate at the beginning of the employee's scheduled work:

- (1) Reporting 90 to 180 minutes prior to their regular work schedule -- three (3) hours;

- (2) Reporting 30 to 89 minutes prior to their regular work schedule -- two (2) hours; and
- (3) Reporting 1 to 29 minutes prior to their regular work schedule -- one (1) hour.

This graduated schedule of call back pay shall not apply to fire prevention officers during the performance of pre-scheduled early inspections.

Sec. 2: Off-duty employees who are subpoenaed as witnesses in Federal Courts, Circuit Court, Civil Courts, or by and on behalf of the City in Administrative Hearings, as a result of observations they may have made while on duty, shall be paid a minimum of three (3) hours at the overtime rate.

Sec. 3: Off-duty employees who are requested to appear by or on behalf of the City or any of its departments or agencies for inquiries, investigations, or any other type of meeting as a result of observations they may have made while on duty, shall be paid a minimum of three (3) hours at the overtime rate, provided that the Chief's Office is notified prior to the employee's appearance.

Sec. 4: Where a witness or subpoena fee is received by a member for off-duty or on-duty appearance, said fee shall become property of the City, less travel fee.

Sec. 5: Where a member is requested to appear during duty hours, as a subpoenaed witness he shall receive only his normal pay for responding to such summons. Such personnel shall respond to subpoena on as-needed basis to minimize waiting time and so as not to disrupt the operations of the department.

Sec. 6: Only personnel who reside within Dade, Broward, and Palm Beach Counties shall be considered for immediate call back. Contacted personnel shall report within one and one-half hours.

Sec. 7: For each of the contractually recognized holidays listed in Article 13: Holidays and Holiday Pay, the primary “on-call” fire inspector shall be paid “on-call” compensation. If a holiday’s date of legal recognition is different than its date of calendar recognition, then on-call compensation shall be paid on both dates. On-call compensation shall consist of three (3) hours pay at the overtime rate and shall be in addition to any call back pay that may result from the provisions of Section 1(b). Call back pay for on-call inspectors shall commence when they are initially dispatched. If the inspector’s “on scene” response time exceeds sixty (60) minutes, then on call pay shall commence with the inspector’s on scene arrival.

Sec. 8: Any Fire Prevention Officer who is assigned to be “on-call,” shall be paid on-call compensation in the form of one (1) hour of straight compensatory time for each day assigned on-call.

ARTICLE 9: SICK LEAVE

Sec. 1: Sick leave accrued shall be according to current practice, with rate accrual specified as follows:

- (a) shift employees shall accrue sick leave at the rate of 5.54 hours per pay period;
- (b) forty (40) hour employees shall accrue sick leave at the rate of 4.62 hours per pay period.

Sec. 2: Employees shall be charged for sick time used on an hour-for-hour basis. Sick time may be used for the following reasons:

- (a) for personal illness or to provide care to an immediate family member (as defined in Article 12, Section 2) who is ill or injured;
- (b) for personal visits to a hospital, medical laboratory, or licensed professional providing the employee with personal care, treatment, testing or counseling for medical, dental, chiropractic, or psychological needs, provided that the visit cannot otherwise be arranged during off-duty hours;
- (c) for personal leave in accordance with Article 43.

Sec. 3: All illnesses and off-duty injuries that cause a prolonged absence shall require a physician's explanation and release prior to return to duty. "Prolonged absence" shall be defined as two (2) or more complete consecutive shifts for shift members and three (3) or more complete consecutive days for forty hour personnel.

Sec. 4: In instances where a member uses sick leave and goes into an unpaid status, the Fire Chief may require a physician's note upon the member's return to duty.

The Fire Chief may issue discipline if the required note is not provided by the following shift.

Sec. 5: Any employee who is absent from work due to a work-related or caused illness or injury, shall continue to accrue sick leave while he/she remains on a paid status.

ARTICLE 10: UNUSED SICK LEAVE

Sec. 1: All employees terminating their employment with the City, for any reason whatsoever (voluntary or involuntary), or who elect to cash-out any accrued sick leave as provided in the Planned Retirement benefit in Article 28, shall be entitled to payment for unused sick leave. Except as otherwise provided in Sections 2 and 3 below, sick leave payment shall be based upon full years of service with the City and shall be subject to the following maximum limits:

80% -- members who receive a normal retirement based on age or years of service; or members who separate for any other reason with twenty (20) or more years of service;

40% -- members who separate with ten (10) or more but less than twenty (20) years of service;

20% -- members who separate with less than ten (10) years of service.

Sec. 2: Employees who retire with a disability pension benefit shall be entitled for payment for unused sick leave as follows:

(a) other members with less than twenty (20) years of service shall receive payment for eighty percent (80%) of their unused sick leave for work related disabilities and forty percent (40%) of their unused sick leave for non-work related disabilities;

(b) other members with twenty (20) or more years of service will receive eighty percent (80%) of their unused sick leave for both work related and non-work related disabilities.

Sec. 3: All sick leave shall be paid at the employee's hourly rate that is in effect on the date the leave is cashed out.

ARTICLE 11: SHIFT EXCHANGE

The exchange of time policy will be as follows:

Sec. 1: There shall be no limit as to the number of time exchanges between employees. Time exchanges will not be permitted for personnel on extra duty work details.

Sec. 2: Exchanges must be made within ranks and approved by the BC at least forty-eight (48) hours in advance. Exchanges of time made between the ranks of “captain” and “lieutenant” shall be considered to have been made within rank. In the event of an emergency or other unforeseen combination of circumstances, the BC may, with the approval of a Division Chief or other person of higher rank, grant approval of requests submitted less than forty-eight (48) hours in advance. Denials of such requests shall be exempt from the provision of Section 5 below.

Sec. 3: Exchanges of time for eight (8) hours or less will require that the exchange of time form be completed prior to the departing member being relieved of duty, but will not require the immediate written approval of the Shift Commander. Verbal approval by the Shift Commander, or his designee, shall be sufficient for the departing member to be relieved of duty, but the exchange of time form must be forwarded for official processing as soon as possible. The advance notice will not be required for exchange of time for eight (8) hours or less, unless the exchange of time is to start at the beginning of a shift or when the employee is to report for duty, in which case the shift commander via chain of command will be advised by the person standing in prior to 2300 hours the preceding calendar day.

Sec. 4: With the approval of the BC, a Firefighter in his/her initial probationary period may exchange time but only with personnel on the same shift.

Sec. 5: Requests will be denied if in any way the exchange will interfere with the efficient operation of the Fire Department.

Sec. 6: Employees will be notified in writing of the reasons why their request for an exchange was denied.

Sec. 7: Individual shift exchange is not subject to the provisions of Article 23: Grievance Procedure and Arbitration.

ARTICLE 12: BEREAVEMENT LEAVE

Sec. 1: Where there is a death in the immediate family of an employee member, that member shall be granted time off without loss of pay or benefits. For in state burials, shift personnel shall be entitled to one (1) shift or twenty-four (24) hours off and forty-hour personnel shall be entitled to three (3) consecutive workdays off. For out of state burial, shift personnel shall be entitled to two (2) consecutive shifts or forty-eight (48) hours off and forty-hour personnel shall be entitled to five (5) consecutive workdays off.

Sec. 2: Immediate family is described as: spouse, children, step-children, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law, aunt, uncle, domestic partners as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners, or with the City's approval, any person who has acted in such a capacity relative to the employee.

Sec. 3: Consideration may be given for bereavement leave for other related family or any relative who is a legal resident of the employee's household at time of death.

Sec. 4: The City reserves the right to require documentation supporting approval of bereavement leave after employee returns to work.

Sec. 5: If additional time is required, provisions for emergency leave and the appropriate repayment of such time will be available at the Fire Chief's discretion.

ARTICLE 13: HOLIDAYS AND HOLIDAY PAY

Sec. 1: The following legal holidays shall be observed in the manner indicated in

Section 2 and Section 3 below:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day (Fourth of July)
Labor Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
Employee's Birthday

and any other holiday declared by federal, state, or municipal government, provided that the City of Hollywood adopts a declared holiday.

Sec. 2: All shift personnel who are in employment status at a time a holiday occurs shall be granted twelve (12) hours holiday pay. Such holiday pay shall be paid in the first pay received in November.

Sec. 3: All non-shift personnel, including recruits, who are in employment status at a time a holiday occurs shall be granted twelve (12) hours of holiday leave. Non-shift employees shall then utilize holiday leave in an amount equal to the hours in their normally scheduled workday on the actual date of the holiday. All remaining hours of holiday leave shall be paid in the same manner described in Section 2 above.

Sec. 4: Birthday holidays for forty (40) hour personnel will be a floating holiday which must be used and scheduled with approval of the appropriate Division Head during each calendar year.

ARTICLE 14: VACATIONS

Sec. 1: (a) All regular full-time employees are eligible for paid vacation following their first employment anniversary date.

(b) All vacation hours accumulated from the first pay period in January through the last pay period in December, shall be utilized in full shift increments, or if an amount equal to less than one full shift increment is left over, it can also be utilized during the following calendar year (January 1 through December 31). The time must first be accrued before it is available for use.

(c) Except as provided in Section 1(b), all employees shall return to duty on their shift or regular duty assignment upon expiration of their vacation hours.

(d) The Department shall establish the vacation selection procedure.

(e) Any employee who is absent from work due to work-related or caused illness or injury, shall continue to accrue vacation leave time for an absentee period while he/she remains on a paid status. If the employee retires due to the injury or illness, or terminates for any reason, he shall receive payment for all vacation time that accrued before the injury or illness.

Sec. 2: Annual accrual of vacation time shall be determined by an employee's regular weekly hours of work and his seniority with the City of Hollywood. Annual accruals shall be prorated and credited to an employee's account on a bi-weekly basis in accordance with Sections 3 and 4, below.

Sec. 3: Non-shift employees shall accrue vacation time as follows:

(a) 110 hours - employees with less than eight (8) full years of service;

- (b) 150 hours - employees with eight (8) years or more but less than eighteen (18) full years of service;
- (c) 170 hours - employees with eighteen (18) or more full years of service.

Sec. 4: Shift employees shall accrue vacation time as follows:

- (a) 216 hours - employees with less than ten (10) full years of service;
- (b) 240 hours - employees with ten (10) or more full years of service.

Sec. 5: Shift employees shall have the option of converting one (1), two (2), or three (3) full shifts of their annual vacation leave accrual into a lump sum payment. Non-shift employees shall have the option of converting up to thirty percent (30%) of their annual vacation accrual into a lump sum payment. Converted annual leave shall be paid in the last pay period of November and calculated at the employee's hourly rate that is in effect at that time.

Sec. 6: On October 1, 2021, all employees shall be provided an additional eight (8) hours of "use it or lose it" accrued vacation leave. The eight (8) hours of vacation leave provided each year must be used prior to December 31st of the next calendar year. The additional eight (8) hours of "use it or lose it" vacation leave cannot be carried over beyond the applicable expiration date, and none of the leave can be converted to a lump sum payment (under section 5), or paid out upon termination or retirement.

ARTICLE 15: WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION

Sec. 1: An employee, on becoming eligible for Workers' Compensation benefits on account of a job-related injury or illness, shall receive supplemental compensation from the City for a period of up to sixteen (16) weeks. The amount of supplemental compensation shall be the difference between the employee's gross pay (including educational incentive, but excluding expense allowance, other premiums and overtime) which the employee would otherwise receive and the amount of the employee's weekly workers' compensation benefit. Effective May 6, 2015, such employees will no longer receive a separate benefit check from the City's third party administrator. As a result, employees will no longer be paid a separate supplemental compensation check under this Section, but will instead receive a full paycheck (based on gross pay as stated above) from the City on a bi-weekly basis for a period of sixteen (16) weeks while in workers' compensation status under this Article. Subsequently, at the end of the sixteen (16) week period, unless there is an extension of supplemental pay as provided for in Section 2, any employee still in workers' compensation status under this Section will receive a check from the City's third party administrator in the amount provided under the workers' compensation law.

Sec. 2: Except as provided in sec.3 (below), the supplemental benefit will be extended beyond the sixteen (16) weeks for as long as the employee is unable to perform the employee's regular job duties, or until the employee is medically released to perform light duty work assignments, or until the employee receives a disability retirement pension, whichever occurs first.

Sec. 3: The City shall be given an opportunity at the end of sixteen (16) weeks, and every eight (8) weeks thereafter, to review the grant of supplemental compensation. The City agrees that an extension of the supplemental compensation will not be denied unless the City determines that the employee has engaged in fraud or malingering, or that there are conflicting medical opinions regarding the employee's ability to return to work. Should the City Manager, or his designee, upon fair and equitable review, fail to extend the benefit provided by Section 2 hereof, the employee shall be given at least one week's written notice prior to curtailment of the employee's benefits with copy to the Union; provided, however, that if the employee files an appeal of this decision pursuant to Sec. 4 (below), the supplemental compensation shall be continued until such time as the arbitrator makes a determination. In the event the arbitration finds in favor of the City, the employee shall make a mutually satisfactory arrangement to pay back the supplemental compensation received after the date the City had initially determined to stop such payment.

Sec. 4: The City's decision not to extend such benefits shall be subject to the grievance and arbitration provisions of this Agreement starting at Step 3 of the grievance and arbitration procedure. The parties further agree that should such a dispute go to arbitration, the arbitration procedure shall be expedited and the arbitrator shall be requested, by both parties, to make a prompt award without a written opinion.

ARTICLE 16: APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall form a part of this Agreement.

ARTICLE 17: SENIORITY

Sec. 1: The City shall prepare a seniority list which also includes seniority in rank of all members of the Fire Department and post the same during the month of October each year. Any objection to this list must be filed with the Fire Chief within thirty days of posting.

Sec. 2: Seniority shall be determined in the following manner:

- (a) rank;
- (b) total time in rank; ties shall be broken in favor of the member(s) who ranked higher on the promotional eligibility list from which the promotions were made;
- (c) time in service with the Fire Department; ties shall be broken by earliest date of application for employment in the Fire Department.

Sec. 3: Seniority shall be used in determining:

- (a) the order of vacation selections;
- (b) lay-offs and/or reductions in personnel.

Sec. 4: In the event of a personnel reduction, the employee with the least Fire Department seniority shall be laid off first with no regard to rank. In the event of a personnel reduction in ranks, the employee with the least seniority in that rank shall be reduced first. Recalls shall be determined by time in service with the Fire Department; the last person laid-off will be the first person recalled.

Sec. 5: If an employee fails to successfully complete a promotional probationary period or requests to be returned to his lower rank while serving a promotional probationary period, then all of his or her seniority in the lower rank shall be restored.

Sec. 6: Seniority will be lost upon termination, resignation, or failure to report when recalled from layoff. Seniority will accrue during approved leave of absence, sickness or disability.

Sec. 7: When a member returns to a previously held rank, their current and prior periods of service within that rank shall be “bridged” so that the member’s credited seniority reflects a full and combined period of service. For the purpose of proper slotting on departmental seniority lists, the date of the member’s most recent entry into the rank in question shall be manually adjusted so as to reflect a date that is consistent with the full bridged period of service within that rank.

ARTICLE 18: HOURS OF WORK, KELLY DAY

Sec. 1: Shift personnel shall be generally scheduled each workweek as twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty.

Sec. 2: A "Kelly Day" shall be combined with the 24/48 schedule (above), which grants time off every sixth shift.

Sec. 3: In the case of a Kelly Day added to a vacation period, it shall be construed to mean three (3) consecutive calendar days off. When Kelly Days fall within or are contiguous with periods of scheduled annual leave, they will be administered in the same manner as annual leave. Therefore, members shall be relieved of all mandatory overtime and emergency callback responsibilities upon the conclusion of their last tour of duty prior to entering into the periods of Kelly Day/annual leave; these responsibilities will be resumed upon the members' return to normally scheduled duty. Nonetheless, during times of hurricanes and/or other large-scale emergencies, members on annual leave are encouraged to voluntarily make themselves available for emergency callback in order to support departmental operations.

Sec. 4: Those personnel whose classifications or regular assignments are based upon a forty hour per week schedule shall not have the practice of a Kelly Day.

Sec. 5: Shift personnel who are temporarily or permanently assigned to a non-shift schedule will be slotted into the appropriate non-shift pay status, with all related benefit adjustments, within two pay periods of the assignment.

ARTICLE 19: PROMOTIONS AND PROMOTIONAL PROCEDURES

Sec. 1: No Fire Department promotional examination shall be administered when that particular test has been used before. The Office of Human Resources shall obtain a new test for each examination administered. Under no circumstances shall the test be opened prior to the seating of candidates for the examination. Examination sheets (including both question and answer sheets) shall contain only a number for identification purposes. No candidate shall affix his/her name to the answer sheet or examination question sheet(s).

Sec. 2: (a) The City agrees to provide sufficient funds to secure new tests from any recognized testing agency, excluding the State Fire College and the Community Colleges. The tests, consisting of one hundred (100) questions, shall be delivered to the examiner the day of the examination. An advance information sheet shall be provided and posted for all promotional examinations. The sheet shall list the reference material from which the test is taken, and shall be posted when the examination is ordered, and at least one hundred eighty (180) days prior to the examination. Members will be given a minimum of thirty (30) days in which to enroll ("sign up") for a promotional examination.

(b) Unless specifically exempted by the automatic attainment provisions of Article 44: Career Ladders, all promoted positions within the bargaining unit will be filled through the administration of written examinations, except for the promoted position of Fire Prevention Officer III (FPOIII) which may be filled by an administrative T&E exam. No oral examination shall be administered for promotion purposes or advancement. Written exams shall be administered on a biannual basis with the resultant eligibility lists becoming effective forty-five (45) days after certification and shall remain in effect for a

period of two years. Eligibility for a particular exam will be based upon a candidate's applicable seniority as of the effective day of the list and not the date of administration.

(c) A representative of the Union shall be permitted to observe the following steps of the promotional testing process: transfer and distribution of testing materials, examination, grading of the test, and challenge review;

Sec. 3: Test scores shall be calculated and carried to two (2) decimal places and posted accordingly. Such scores shall reflect and list separately, written test grade, plus any applicable educational points (see Section 4 below), plus seniority credit points to be added to the minimum passing grade as follows (up to a maximum of twenty years):

for the first six months	0 points	for the 11 th full year	13.5 points
for the second six months	1 point	for the 12 th full year	14.0 points
for the second full year	3 points	for the 13 th full year	14.5 points
for the third full year	5 points	for the 14 th full year	15.0 points
for the fourth full year	7 points	for the 15 th full year	15.5 points
for the fifth full year	8 points	for the 16 th full year	16.0 points
for the sixth full year	9 points	for the 17 th full year	16.5 points
for the seventh full year	10 points	for the 18 th full year	17.0 points
for the eighth full year	11 points	for the 19 th full year	17.5 points
for the ninth full year	12 points	for the 20 th full year	18.0 points
for the tenth full year	13 points		

Seniority points for a particular exam shall be based upon a candidate's applicable seniority as of the projected effective date of the eligibility list and not the date of administration.

After the written score, any applicable educational points, and all applicable seniority points have been added to achieve a final combined score, any resulting tie scores will be broken by giving preference to members in the following order:

- (a) Highest score on written test, excluding seniority and education points;
- (b) Greatest longevity in the Fire Department;
- (c) Earliest date of application for employment with the Fire Department.

Sec. 4: Any member who is testing for a promotional position and who is receiving the education incentive provided for in Sections 5(c), 5(d) or 5(e) of Article 6 in this Agreement, will have three (3) additional "educational points" added to his/her minimum passing grade.

Sec. 5: Promotion shall be made in the order of finish in promotional examinations for the position of Driver Engineer only (Rule of One). However, only those candidates who have demonstrated sufficient practical skills by successfully completing the driver engineer skills sign-off sections of the Fire/Rescue Department's Procedures Manual shall be considered as eligible for promotion. Candidates who have failed to complete the driver engineer skills sign-off sections shall be considered ineligible for promotion and shall be passed over on the list. Subsequent completion of the skills sign-off sections of the procedures manual shall render a candidate eligible for future promotional opportunities, should such opportunities occur, but shall have no retroactive application. Skills sign-offs shall be effective for a maximum period of two (2) years before requiring a renewed skills demonstration with corresponding sign-offs.

Sec. 6: Promotions shall be made from among the top three (3) eligible on the appropriate eligibility list for all other promotional positions within the bargaining unit (Rule of Three). Consideration for appointment or rejection shall be based upon personnel performance and the material within the candidate's personnel file. Any promotional candidate who is passed over for promotion in favor of a candidate holding a lower position on the same eligibility list may request an explanation of the reason(s) as to why he or she was passed over. Such request must be in writing and forwarded directly to the Fire Chief. The Fire Chief, or designee, shall make a written response in a timely manner. Following receipt of the Fire Chief's response, the passed over candidate shall then have ten (10) calendar days in which to file an appeal with the Civil Service Board.

Sec. 7: (a) A candidate's name shall remain on the eligibility list until its expiration date unless it is removed due to appointment. Eligibility lists shall remain in effect for a maximum period of two (2) years and shall not be extended. Successor eligibility lists shall become effective upon the expiration of the preceding eligibility list and shall, thereafter, remain in effect for a maximum period of two years.

(b) If the Fire Chief can reasonably predict the full retirement and/or separation of a sufficient number of bargaining unit members so as to effectively exhaust a promotional eligibility list prior to its normal date of expiration, he/she shall initiate the posting and administration of a new promotional eligibility examination, subject to limitations contained herein.

(c) "Reasonably predict" shall mean as evidence based on judgment developed by reviewing (1) the dates on which members would attain thirty-three (33) years of career service, (2) the dates on which members would attain eight (8) years of participation in

the DROP or in the Planned Retirement benefit, and (3) the dates for which members have submitted written announcements of their impending resignation and/or retirement.

(d) “Effectively exhaust” shall mean to (1) utilize the final candidate on the driver engineer eligibility list or (2) reduce all other eligibility lists to less than three candidates.

(e) If a new eligibility list is created prior to the actual expiration or full utilization of the existing list, then the new list shall be appended to the end of the existing list to form a combined list. Upon reaching their normal expiration date, all rankings from the prior existing list will be dropped from the combined list so that only rankings from the new list shall remain. When applicable, candidates may hold two ranks.

Sec. 8: All members who have signed up for a promotional examination will be provided a hard copy of the Procedures Manual. This shall be a one-time occurrence for each member. From that point forward, the member will be responsible for keeping his/her manual current.

ARTICLE 20: SAFETY & HEALTH

Sec. 1: The City agrees to provide the highest applicable standards of safety and health that are reasonably attainable in the Fire Department in order to prevent or eliminate as much as possible: accidents, deaths, injuries and illness in the Fire Department.

Sec. 2: The parties agree that they will conform to and comply with applicable laws as to safety, health, sanitation and working conditions required by Federal, State and Local Law, as well as the Hollywood Fire Department Health & Safety Committee Bylaws.

Sec. 3: There shall be a six (6) member joint Safety and Health Committee composed of three (3) members appointed by the Union, and three (3) members appointed by the Fire Chief. The Committee shall meet quarterly (once each three months) or at such other times as shall be mutually agreed upon. The Committee shall establish such procedures necessary to its function and purpose, not inconsistent with any other established Departmental or City procedures.

Sec. 4: The purpose of the Safety and Health Committee shall be to:

(a) inspect facilities, apparatus, equipment and clothing and forward any recommendations agreed upon to the Fire Chief, with copies to the City Manager. The Fire Chief shall take such action on the recommendations as he determines to be immediately necessary and shall give consideration to all other recommendations.

(b) Review all accidents and injuries suffered in the line of duty.

Sec. 5: The City shall furnish such safety equipment and other apparatus as current practice. Only personnel who have been trained and certified by the manufacturer

or applicable agency shall be assigned to perform scheduled maintenance or repairs on self-contained breathing apparatus and personal protection devices. Regular preventive maintenance shall continue to be performed as per current practice.

Sec. 6: At no cost to the employee, the City shall provide jointly approved (by both the City and the Union) prescription eyepieces (both lenses and lens holders) for use in conjunction with self-contained breathing apparatus masks. Before receiving an issued eyepiece, an employee must obtain a lens prescription at his own expense. A copy of this prescription shall be attached to a written request and forwarded to the Chief's Office.

Sec. 7: (a) Each employee shall have the option of undergoing an annual medical examination, costs of which shall be borne by the City, unless otherwise stated. Each examination may consist of the following minimum components:

- (1) 12-Lead ECG, to be interpreted by a licensed cardiologist;
- (2) complete blood test;
- (3) hearing test;
- (4) vision test;
- (5) lung volume test;
- (6) treadmill stress test, if recommended by the examining physician or by the employee's personal physician;
- (7) screening tests for tuberculosis, meningitis, hepatitis, and HIV, upon request by the employee;
- (8) chest x-ray, at the option of the employee;
- (9) mammogram, at the request of the employee; and
- (10) prostate examination, at the request of the employee;

(11) ultra-sound body-scan;

(12) CT scan provided it is recommended by the employee's physician (however, the City shall only pay for the cost associated with an ultra-sound body scan or a CT scan per calendar year – not both).

(b) The medical facility contract shall require that the employee be notified in writing of any irregularities within twenty-one (21) days after the completion of the examination. If the examining physician, after reviewing the test results, recommends that any portion of the test be redone, the cost shall be borne by the City. Results of the complete medical examination shall remain confidential and shall be given to each employee within thirty (30) days of the completion of the examination.

(c) Any employee seeking a light duty assignment as a result of the findings from the medical examination must make those findings available for review by the Fire Chief and the City's Risk Manager. All reviews will be conducted in a manner that provides the highest possible levels of medical confidentiality.

Sec. 8: Each employee shall also have the option of completing an annual wellness preventative physical through the City's contracted provider currently named Life Scan with the costs of the scan paid for by the City. The annual wellness preventative physical includes a comprehensive medical evaluation, ultrasound imaging, cardio-pulmonary assessments, vision and hearing test, and extensive laboratory blood profiles.

Sec. 9: The current provisions for employees engaging in on-duty physical exercise shall be continued. The parties recognize and agree that these provisions are an expressly required incident of employment and produce a substantial direct benefit to the City. In recognition of this direct benefit, the parties further agree that any injuries that

result from participation in such activities shall be compensable under the provisions of F.S.440.092.

Sec. 10: The City and the Union affirm their joint advocacy of a Drug-Free Workplace. To that end, the parties recognize that the health issue of substance abuse by employees will continue to be addressed in a proactive manner through the Departmental Rules and Regulations.

Sec. 11: The City shall offer Hepatitis-C screenings, to be administered at the individual option of each employee. The City shall first offer baseline screenings for all employees and, thereafter, on an “as needed” basis for new hires and following significant communicable disease exposures involving blood products.

ARTICLE 21: VACANCIES – PROMOTIONS

When a budgeted vacancy occurs in any unit position (except entry level firefighter), it shall be filled as soon as possible, but no more than thirty (30) calendar days following the official severance of the vacating department member from the Fire Department. If there is no valid promotional person on the promotional/eligibility list, then this timeframe shall not apply. Filling of all promotional vacancies is to be in accordance with the promotional procedure adopted by this Agreement.

ARTICLE 22: MANAGEMENT RIGHTS

Except as provided in this Agreement, it is the right of the City solely and exclusively to determine the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over operations, including the right to sub-contract. It is also the right of the City to direct its employees, to hire, promote, demote, assign work, transfer employees, relieve its employees from duty because of lack of work or for other legitimate reason, to discipline, suspend, discharge for just cause, to establish the number and starting time of shifts, work week, work day; to control and regulate the use of all equipment and other property of the City and to require employees to observe Departmental rules and regulations. The exercise of the above rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decision on these matters may have on terms and conditions of employment.

ARTICLE 23: GRIEVANCE PROCEDURE AND ARBITRATION

Sec. 1: The parties recognize Chapter 447, Part II, of the Florida Statutes, subsection 447.401; that under this statute, the parties shall negotiate a grievance procedure, and those procedures as set forth under the aforementioned statutes shall apply to all parties; that the parties further recognize that disputes will occur, and in that frame establish the following procedures in an effort to provide a harmonious avenue in which to resolve differences between the parties. This grievance procedure shall be the sole and exclusive method of resolving disputes relating to the application and interpretation of this Agreement.

Sec. 2: Any grievance (defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this Agreement and/or the Civil Service System), shall systematically follow the steps outlined below as the grievance procedure. Any grievance filed shall refer to the provision or provisions of this Agreement alleged to have been violated, shall adequately set forth the facts pertaining to the alleged violation or violations, and shall include the corrective action or actions requested by the aggrieved party. The parties agree that failure on the part of any party to properly provide the information described in this section will deem the grievance waived.

Sec. 3: When a grievance arises, the aggrieved party shall have fourteen (14) calendar days from the events giving rise to the grievance, or where the grievant knows or should have known of such events, to process the grievance to the first step. The parties agree that the time frames described in the following steps may be extended at any time by mutual written consent of the parties involved, excluding the initial filing of the grievance.

Step 1: The aggrieved employee, or union, shall present their written grievances to the appropriate battalion chief or division chief within their chain of command. Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. The chief officer receiving the grievance shall reach a decision on the matter and communicate, in writing, to the Union within seven (7) calendar days from the date of the informal discussion, with a copy to the aggrieved employee

Step 2: If the aggrieved employee, or the Union, is not satisfied with the decision rendered at the first step, the aggrieved employee, or the Union, shall present the grievance to the Fire Chief, or his designee, within seven (7) calendar days from receipt of the decision rendered at the first step. The Fire Chief, or his designee, shall acknowledge receipt of the grievance by stamping it in with the time and date, with a copy to the Union. Upon receiving the grievance, the Fire Chief or his designee shall obtain the facts concerning the alleged grievance and shall, within seven (7) calendar days following receipt of the grievance, conduct a meeting between himself, the aggrieved employee, and his Union representative. The Fire Chief, or his designee, shall notify the Union, in writing with a copy to the aggrieved employee of his decision, not later than seven (7) calendar days following the meeting date.

Step 3: If the grievance is not settled at the second step, the aggrieved employee, or the Union, shall within seven (7) calendar days from receipt of the decision rendered at Step 2, forward the grievance to the office of the City Manager. Receipt of the grievance by the City Manager shall be in the same manner as described in Step 2 (stamped in with time and date), with a copy to the Union. The City Manager or his designee, shall meet with the aggrieved party and his Union representative, within ten

(10) calendar days after receipt of the grievance. The City Manager or his designee shall furnish a copy of his decision, in writing, to the Union, with a copy to the aggrieved employee, within seven (7) calendar days after the meeting.

Step 4: If the aggrieved employee is not satisfied with the decision rendered at Step 3, then the aggrieved party may, within ten (10) calendar days from the receipt of the City Manager's decision, submit the grievance to arbitration under the Rules of the American Arbitration Association. The award of the arbitrator shall be final and binding on the part of the Union, or the employee, and the City.

Sec. 4: A grievance not advanced to the next step within the time limit provided shall be considered resolved by the last decision rendered. Failure on the part of the BC and/or Deputy/Division Chief to answer within the time limit provided in Step 1 will enable the Union to advance the grievance to the next step. Failure on the part of the City or Fire Administration to answer within the time limit provided in Step 2 and 3 will cause the grievance to be considered resolved in favor of the grievant and all parties will abide by the "suggested correction" on the grievance form. In any event, forfeiture (failure of either party to adhere to established time limits) will not establish a precedent for future grievance resolution.

Sec. 5: (a) The City and the member (or the Employee Organization) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, therefore, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the

grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing this Agreement, except to the extent as specifically provided herein.

(b) In matters of discharge, suspension or demotion, the City shall bear the burden of proof to demonstrate that the action taken is consistent with existing disciplinary practices or progressive discipline. In such cases, the arbitrator shall have no authority to modify or alter the discipline imposed or otherwise substitute his judgment for that of the City. If, however, that burden of proof is not satisfied, the arbitrator shall have full authority to modify the action within his or her best judgment.

(c) Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be paid by the party that does not prevail.

Sec. 6: Where a grievance is general in nature, in that it applies to a number of members rather than a single member, the grievance shall name each of the aggrieved members, shall be signed by the Union representative and be presented directly to the Fire Chief. If the grievance is directly between the Union and the City, the grievance shall be signed by the Union President or his designee and presented directly to the Fire Chief. Time limits provided for the submission of an individual grievance at Step 1 of Section 3 of this Article shall be applicable to these general or Union grievances. Grievances not

resolved by the Chief at Step 2 shall thereafter follow the procedure as outlined in Step 3 of Section 3.

Sec. 7: Probationary employees shall have the right to utilize the grievance and arbitration procedure, except to appeal matters of termination. Employees on "promotional probation" shall have the right to utilize the grievance and arbitration procedure except to appeal matters of demotion to rank previously held immediately prior to the promotion.

Sec. 8: If the Union determines at any step in the proceedings, that the grievance should not be pursued any further for some reason, such as lack of merit, the aggrieved employee may not then individually pursue the grievance. However, if the aggrieved employee wishes to appeal the dropping of his grievance by the Union to the proper authorities within the Union, the City shall grant the aggrieved employee a time extension not to exceed forty-five (45) calendar days, as needed to process his appeal before the Union.

Sec. 9: If a non-Union member unit employee wishes to process a grievance, he shall request assistance from the Union. If the Union denies assistance to the non-Union member unit employee, then he may process the grievance individually. If the Union denies assistance, it will do so in writing with a copy to the City. Upon such notification, the City shall thereafter conduct all official communications directly with the aggrieved employee.

Sec. 10: If the City calls an off-duty member as a witness, or for a deposition concerning any matter before the arbitrator, the member shall be entitled to call back rates as set forth in Article 8, Call Back Pay. The Union shall be responsible for any payment

due its witnesses or representatives. On-duty personnel called by either side as a witness shall remain in pay status while appearing at the hearing. Such personnel shall respond to subpoena on as-needed basis to minimize waiting time and so as not to disrupt the operations of the department. Hearing shall be held in hearing rooms provided by the City, in City facilities other than City Hall, at no charge to the Union.

Sec. 11: A copy of the grievance form shall form a part of this Agreement and shall be marked as Appendix I.

Sec. 12: The parties agree that in accordance with current practice, both the City and the Union will have the option of mechanically recording (through audio or video tape) all steps of the grievance procedure as outlined in Sections 3 and 12 above, including the arbitration hearings.

Sec. 13: All of the aforementioned time requirements for proper processing of a grievance shall commence upon the documented receipt of the grievance by the involved party and shall conclude when that party advances the grievance (in conjunction with any appropriate response) to the next point in the procedure.

A grievance shall be advanced to the next point in the process by (a) hand delivery or (b) certified mail, return receipt requested. Hand deliveries will be documented by a date-stamped photocopy or by a dated signature of the recipient. Grievances delivered via certified mail shall be considered properly advanced as of their postmark date, but shall not be considered to have been received by the next party until the actual date of delivery or date of refusal of delivery.

Sec. 14: Allegations of employment discrimination cannot be processed through the grievance procedure outlined in this Article and should be processed through the appropriate local, state and/or federal agencies (e.g., EEOC, FCHR, etc.).

ARTICLE 24: SAVINGS CLAUSE

Sec. 1: If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall meet at a reasonable time to renegotiate a replacement provision.

Sec. 2: If any provision of this Agreement, or the application of such provision is in conflict with existing mandatory Federal or State Laws, or existing mandatory provisions of the City Charter, such provisions shall be renegotiated and the appropriate mandatory provisions shall prevail.

Sec. 3: If any provision of this Agreement, or the application of such provision, is increased or modified by action of the State Legislature, the parties agree to immediately reopen negotiations on that provision and that both parties agree to negotiate in good faith to reach an expedient resolution. If after holding a reasonable number of meetings and no agreement has been reached, both parties agree to commence impasse resolution proceedings.

ARTICLE 25: MANAGEMENT SECURITY

Sec. 1: The Union and its members agree that during the life of this Agreement, they shall have no right to engage in any work stoppage, slow-down or strike, or similar activities, the consideration for such provision being the right to a resolution of disputed questions. The City shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this Article. The only question that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision preventing work stoppage, slow-down, strike or similar activities was violated by the employee to be discharged.

Sec. 2: Unless otherwise permitted by this Agreement or by past practice, the Union, its representatives, agents, any other authorized person acting on behalf of the Union and all members agree that the following "other unlawful acts" are expressly prohibited:

- A. Distributing literature in any area where public employees work, and
- B. Soliciting for support of an employee's organizational activities during working time unless permitted by this Agreement.

Sec. 3: The Courts having jurisdiction may enforce the provisions of this section by injunction and contempt proceedings, if necessary. A public employee who is convicted of a violation of any provision of this Article may be discharged or otherwise disciplined by his City.

ARTICLE 26: CITY AND UNION REPRESENTATION

Sec. 1: The City shall be represented by the City Manager, or his designee, in all matters of collective bargaining. The City agrees to notify the Union of any changes in designee, whenever such changes are made.

Sec. 2: The Union shall be represented by the Union President, or his designee, in all matters of collective bargaining. The Union agrees to notify the City Manager (or his designee) and the Fire Chief of any change in representatives, whenever such changes are made.

Sec. 3: Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the City or the Union, shall be deemed unauthorized in committing or in any way obligating the City or the Union.

ARTICLE 27: SPECIAL LEAVE

Sec. 1: An employee who incurs a temporary medically disabling condition, not attributable to work, may upon written request be granted an unpaid leave of absence. The initial period for said leave of absence shall not exceed six (6) months. Upon further written request, the Fire Chief may extend such leave up to an additional six (6) months. The total combined leave of absence shall not exceed twelve (12) months. Upon return, the employee shall present a letter from his/her physician stating that the employee is fit to return to full, unrestricted duty. This leave shall not be available for a Family and Medical Leave Act (FMLA) qualifying event unless and until the employee has used all applicable Family Leave, as provided in Sec. 6 (below).

Sec. 2: The temporary disability of pregnancy shall be treated in the same manner as any other temporary medical disability.

Sec. 3: Except as provided in Sec. 6 (below), the length of time that the employee is on an approved disability leave of absence may not be charged to any accrued paid leaves.

Sec. 4: During said leave, the employee shall not accrue vacation or sick leave or be entitled to any other benefits of employment other than health and life insurance as set forth in Article 31. Employee's sick and vacation leave balances earned and unused at the start of the disability leave, shall remain frozen, to be resumed upon the employee's return to duty. Additionally, seniority will continue to accrue as if the employee remained in full duty status.

Sec. 5: An employee who incurs such a temporary medically disabling condition during a probationary period and is granted an unpaid leave of absence as indicated

above, shall have his/her probation suspended at that point. Upon the return to work, the probationary period shall be resumed so that the appropriate total of either twelve (12) or six (6) months is spent in a probationary status.

Sec. 6: Employees who have an FMLA qualifying event must comply with the Human Resource Policy on Family Leave (HR-050), except as provided in this section regarding use of accrued leaves. An employee on Family Leave must use unused accrued leave, including sick leave, vacation leave, compensatory leave, and/or blood time during the Family Leave, except that a shift employee may choose to leave up to 232 hours (200 hours for non-shift employees) of sick leave, or a combination of sick and vacation leave, in their accrual bank(s) to be used upon his/her return from Family Leave.

ARTICLE 28: PENSION PLANS

Sec. 1: Pension benefits for members of the bargaining unit shall be governed by the Fire Pension Plan set forth in Chapter 33 of City Ordinances, as amended by City Ordinance No. O-2018-11. Except as provided for in Sections 2 through 7 below, the City will maintain the existing Pension Plan Ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this Agreement.

Sec. 2: Chapter 33 of the City Code pertaining to the Fire Pension Plan shall be amended to reflect various non-substantive, minor revisions as set forth in detail in the Pension Plan Ordinance approved on March 20, 2019.

Sec. 3:

(a) Subsection 33.034(C) shall be deleted.

(b) The definition of Average Final Compensation in section 33.035 shall be amended. For purposes of Tier 1 Members, average final compensation shall include the average of the member's highest three years of earnings preceding the actual retirement or termination date of such member. For purposes of Tier 2 Members hired as firefighters prior to October 1, 2011, average final compensation shall include the arithmetic average of earnings for the five highest years of credited service prior to retirement, termination or death. For purposes of Tier 2 Members hired as firefighters on or after October 1, 2011, average final compensation shall include the arithmetic average of earnings for the five highest consecutive years of the last 10 years of credited service prior to retirement, termination or death. For both Tier 1 Members and Tier 2 Members, a year shall be 12 consecutive months.

(c) For purposes of Tier 1 Members, "compensation" shall include wages, workers' compensation/supplemental compensation, cash conversion of holiday benefits, not more than 300 hours of overtime per year, 70% of the cash payment of accumulated, unused annual leave paid at the time of retirement or entry into DROP (applicable only to those employees hired on or before July 3, 2013), expense allowances, and educational incentive payments from the Insurance Commissioner's Trust Fund. Tier 2 Members shall receive the same "compensation" as Tier 1 Members, except that compensation for Tier 2 Members shall include not more than 200 hours of overtime per year. For the

purposes of this definition, the term “accumulated, unused annual leave” shall be capped at the amount reflected in the payroll records of the City for each member of the plan in the first full pay period of July 2013.

(d) The definition of Credited Service in section 33.035 shall be amended. Members may purchase up to a total of four years of credit for military service prior to employment, or prior service as a full-time municipal, county, state or federal firefighter which meets the definition of “firefighter” as provided in this Plan, or a combination of the two types of service. In the case of prior fire service, the member shall certify that no retirement benefit is or will be paid on account of the prior fire service. Members purchasing credit for prior service under this subsection shall pay the full actuarial cost of the credited service as determined by the actuary for the Plan. Credited service purchased pursuant to this section shall not count toward a member’s vesting. The Board of Trustees shall provide uniform rules for the administration of this benefit.

(e) The definition of Member in section 33.035 shall be amended by deleting the exception referencing a section number.

(f) The definition of Tier 2 Member in section 33.035 shall be amended to include all members hired on or after July 16, 2009.

Sec. 4: Member contributions.

Tier 2 Member contributions amount in subsection 33.039(A)(2) shall be amended to increase the contributions from 7.5% to 9.5%, effective with the first full pay period on or after March 20, 2019.

Sec. 5: Normal retirement date as used in subsection 33.040(A) shall be amended so that all members shall retire upon attainment of age 50 and the completion of ten years of credited service or upon the completion of 23 years of credited service, regardless of age.

Normal retirement benefit as used in subsection 33.040(B)(2) shall be amended to provide Tier 1 Members with a 3.3% benefit up to a maximum of 86%.

Normal retirement benefit as used in subsection 33.040(B)(3) shall be amended to provide Tier 2 Members with a 3.2% benefit up to a maximum benefit of 80%.

Normal retirement benefit as used in subsection 33.040(B)(4) shall be amended to provide a minimum benefit of 2.75% for purposes of Chapter 175, Florida Statutes.

Normal retirement benefit as used in subsection 33.040(C) shall be amended to provide a cost of living adjustment to (i) surviving spouses of Tier 1 Members who have not remarried, and (ii) to all Tier 2 Members and their surviving spouses (who have not remarried) by an amount equal to 2.5% two years after retirement and every two years thereafter.

Sec. 6: Supplemental pension benefit distributions in subsection 33.060(D) shall be amended to reflect that distributions are only payable to pension recipients who retired or entered into the DROP (i) on or before September 30, 2011 and (ii) at least ten years prior to September 30 of the year for which supplemental pension benefits are to be paid and their surviving spouses who have not remarried; and pension recipients who are (or were, prior to separation) Tier 1 Members and who retired or entered into the DROP or the reformed plan retirement benefit (i) on or before March 20, 2019 and (ii) at least ten years prior to September 30 of the year for which supplemental pension benefits are to be paid and their surviving spouses who have not remarried.

Sec. 7: The planned retirement benefit and the reformed planned retirement benefit in section 33.062 shall be amended as follows:

(a) This section creates a benefit known as the planned retirement benefit. Any member who retired or entered DROP prior to July 3, 2013 is not eligible for this benefit. Effective May 2, 2018, there is hereby created a benefit to be known as the reformed planned retirement benefit. Any member who retired or entered DROP prior to May 2, 2018 is not eligible for the benefit. Any member who on or after May 2, 2018 becomes eligible for DROP due to an amendment to the Plan and affirmatively elects participation in the reformed planned retirement benefit in lieu of DROP shall be permitted to participate in that benefit.

(b) In order to be eligible for the planned retirement benefit, a member must have submitted a form created for this purpose declaring the member's intent to participate at any time on or after reaching the member's normal retirement date but no later than May 1, 2018. After that date, to be eligible for the reformed planned retirement benefit, a member must have submitted a form created for that purpose declaring the member's intent to participate at any time on or after reaching the member's normal retirement date. The form will identify the maximum number of years the member may participate in

planned retirement benefit or the reformed planned retirement benefit and the member's latest employment termination date based on the maximum number of years identified. The form to participate in the reformed planned retirement benefit will also require the member to make an irrevocable election of one of the following two options:

(1) During the period of participation in the reformed planned retirement benefit, continuation of contributions equal to 8% or 9.5%, as applicable, of the member's compensation until termination of employment and, upon termination of employment, election of one of the distribution options set forth in this section for the planned retirement benefit; or

(2) During the period of participation in the reformed planned retirement benefit, contribution of 0.5% of the member's compensation until termination of employment, and upon termination, taking a lump sum that would be valued based on the number of years the member worked after electing the planned retirement benefit, the reformed planned retirement benefit or combination of both.

(c) Effective May 2, 2018, members participating in the planned retirement benefit were deemed for all purposes to be participating in the reformed planned retirement benefit. No later than August 19, 2018, all such members shall have made the election described in paragraph (B) of this section. Any member electing option (B)(2) shall also make an irrevocable election by that date of one of the three optional forms of distribution. If any member elected to take any portion of the planned retirement benefit as a lump sum upon termination, the member shall receive a refund equal to 7.5% or 9.0%, as applicable, of compensation and any contributions after the second full pay period following August 19, 2018 shall be at the rate of 0.5% of compensation.

(d) A member who elects to participate in the planned retirement benefit or the reformed planned retirement benefit shall not exceed 33 years of service with the City, including any time participating in the planned retirement benefit and the reformed planned retirement benefit, or a combination of the two benefits. A member may terminate employment any time prior to reaching the earlier of (i) the maximum participation period of eight years for the planned retirement benefit and the reformed planned retirement benefit, or a combination of the two benefits, or (ii) 33 years of service with the City.

(e) There are three methods of distribution of a member's interest in the planned retirement benefit, the reformed planned retirement, or a combination of the two benefits. The member may elect one of the following, which shall be calculated by the actuary for the Plan:

- (1) A maximum lump sum based on the number of years a member worked after electing the benefit; or
- (2) A larger annuity based on the number of years a member worked after electing the benefit; or
- (3) A combination of the two methods.

Member balances may be left in the Plan until the required distribution date under the Internal Revenue Code. While they are left in the Plan, gains/losses on such balances shall be calculated as provided in Section (I) below.

(f) While participating in either the planned retirement benefit, the reformed planned retirement benefit or a combination of the two benefits, the member shall continue to pay the applicable employee contribution until termination of employment.

(g) Members who have reached normal retirement eligibility and have submitted the required election form shall have the right to participate in the planned retirement benefit or the reformed planned retirement benefit, or a combination of both benefits, until the maximum period prescribed. This maximum period of participation may not be diminished or impaired.

(h) If a lump sum benefit is elected, it shall be calculated based upon the monthly values of the member's final pension annuity benefit determined using the member's creditable service, average final compensation, and multiplier as provided in the Plan as of the beginning of the planned retirement benefit or reformed planned retirement benefit participation period, together with the appropriate measure of earnings as defined in this section.

(i) Investment earnings attributable to the lump sum benefit shall be calculated in arrears using the net investment rate earned by the pension fund for each month of creditable service worked during the planned retirement benefit participation period or the reformed planned retirement benefit participation period. The earnings shall be applied to the prior pension annuity balance including all prior months of creditable service and

further including prior monthly earnings. The investment earnings shall be compounded monthly to determine the amount to be credited during each year of the planned retirement benefit participation period or the reformed planned retirement benefit participation period. The aggregate value of the monthly investment earnings will determine the amount of investment earnings to be credited for the planned retirement benefit participation period or the reformed planned retirement benefit participation period. In the case of the planned retirement benefit only, investment earnings shall be further calculated using the formula in subsection (J) below.

(j) In the case of the planned retirement benefit only, there shall be the following exclusions from earnings which shall be dependent on the funded ratio of the Plan. The member will share in Plan losses in those years in which Plan earnings are negative. While the Plan has a funded ratio of less than 80%, any year in which net plan earnings are greater than 4% (applied monthly at the rate of 0.327%), the next 2% of earnings (applied at the monthly rate of 0.165%) shall be excluded from the member's lump sum payment and retained by the Plan. When the Plan has a funded ratio of 80% but less than 90%, the retained earnings will decline to the first 1% in excess of net earnings of 4%. When the Plan reaches a funded ratio of 90%, the exclusions shall cease. In any year in which the funded ratio declines below the benchmarks in this subsection, the exclusion shall resume at the rate appropriate to the funding level.

(k) If an eligible member who is participating in the planned retirement benefit dies during the participation period, the surviving spouse or, in the case of no surviving spouse, the beneficiary designated in writing by the member, shall make the election provided in division (E)(1) above with respect to the planned retirement benefits earned. If an eligible member who is participating in the reformed planned retirement benefit elects option 1 (continuation of the 8% or 9% contribution, as applicable) under division (B) above and dies during the participation period, the surviving spouse or, in the case of no surviving spouse, the beneficiary designated in writing by the member, shall make the election provided in division (B)(1) above with respect to the reformed planned retirement benefits earned.

(l) In the case of any member of the Plan hired on or before July 15, 2009 and who becomes eligible for DROP, the member retains the right to continue participation in

the planned retirement benefit or the reformed planned retirement benefit by electing to continue participation on a form and according to the procedures and timetables adopted by the Board.

(m) For any member who reached normal retirement date between October 1, 2011 and July 17, 2013, the time such member worked between the normal retirement date (on or after October 1, 2011) and the date the member submits the planned retirement benefit election form may be included in the member's planned retirement benefit participation period, provided the member shall not exceed the maximum period of participation set forth in division (D) above.

(n) Upon reaching DROP eligibility, Tier 1 Members shall be eligible to participate in the DROP Plan, with the Tier 1 Member to select an entry date on or after the day the member attained (or attains) age 50 or completed (or completes) 23 years of credited service subject to the existing limitation of 33 years of service with the City. Any member who attained age 50 with 10 years of credited service or completed 23 years of credited service before March 20, 2019 and who was not already participating in the reformed planned retirement benefit before March 20, 2019, who wants to participate retroactively in the DROP Plan, must submit his or her irrevocable written election/decision within 60 days after March 20, 2019. Any member who attained age 50 with 10 years of credited service or 23 years of credited service before March 20, 2019 and who was already participating in the reformed planned retirement benefit before March 20, 2019 and who wants to change from the reformed planned retirement benefit to the DROP plan must submit his or her irrevocable written election/decision within 60 days after March 20, 2019. No member shall receive any benefits from both the DROP and the reformed planned retirement benefit.

(o) Any bargaining unit employee who elects to participate in the planned retirement benefit or the reformed planned retirement benefit shall continue to be subject to termination from employment for just cause as provided in the collective bargaining agreement.

Sec. 8: From May 6, 2015 forward, all Chapter 175 distributions received annually, up to \$1,562,180.00, shall be placed in the Pension Plan and used to offset the City's contribution requirements to the Plan. Furthermore, \$62,925.00 of FY14 excess

distribution shall also be placed in the Pension Plan and used to offset the City's contribution requirements to the Plan. Any additional distributions received above that amount will be used to fund the Share Plan as provided in the Pension Ordinance unless otherwise agreed by the parties.

Sec. 9: The parties agree that if any changes in State Law or any action by the Division of Retirement or the Pension Board eliminates or reduces the annual amount of premium tax refunds below \$1,000,000.00, then the parties agree to reopen Article 6 of this Agreement to re-negotiate any wage increase.

Sec.10: The Union agrees for itself and for all bargaining unit employees to waive, renounce, and forgo any and all remedies and payments whatsoever related to the modifications to any part of the Collective Bargaining Agreement or the Pension Plan Ordinance made by the City pursuant to financial urgency to which it or they are or may become eligible to receive, whether resulting from an award by any tribunal or through settlement. The Union also agrees to withdraw with prejudice immediately all remaining contractual grievances but not its' pending unfair labor practice charge, which is stayed, PERC Case Number: CA-2012-011, nor its appeal of the first ULP, Case Numbers 4D12-2861 and CA-2011-101, related to such changes.

Sec. 11: The parties hereby agree to the establishment of a pension stabilization fund ("contribution stabilization fund" or "CSF") for the purpose of setting aside certain future surplus earnings to increase the financial stability of the retirement system and to ensure a reasonable cost to the City in the maintenance of the retirement program. Given the uncertainty of the capital markets and the transitional nature of the plan at the time of this agreement, the parties agree that the City and the Union may negotiate the precise terms of the program and, upon mutual consent, implement same through an appropriate City ordinance without further ratification.

Sec. 12: The parties agree to meet on a quarterly basis during the term of this Agreement to explore different options so that the costs associated with the pension plan and the pension plan's unfunded liability may be reduced. Present at these meeting shall be four (4) bargaining unit employees selected by the Union and four (4) management representative selected by the Fire Chief. The parties shall meet upon the request of either party, or at other specific times mutually agreed upon.

ARTICLE 29: WORKING OUT OF CLASSIFICATION

Sec. 1: The City agrees that there will be no working out of classification for any Fire Department rank or position.

Sec. 2: If a rank or position is vacant due to sickness, injury, Kelly-Day or vacation, and it becomes necessary that that rank or position be filled for the Fire Department to function adequately, off-duty personnel of the needed rank or position will be called in accordance with the present system of overtime.

ARTICLE 30: UNIFORMS AND LINENS

Sec. 1:

(a) The City shall establish the following minimum uniform sets for all bargaining unit personnel: one (1) long-sleeved dress shirt, one (1) pair of dress trousers, two (2) jumpsuits for all EMT's and paramedics, one (1) black necktie, one (1) leather belt, six (6) short sleeved and/or long-sleeved (any combination thereof) tee-shirts, one (1) ballcap, (1) pair of mechanics gloves, (1) sun protection hat, one (1) winter jacket, and one (1) pair of City issued footwear.

(b) In addition to the above minimum set of issued uniforms:

(1) Non-shift personnel shall receive four (4) short-sleeved dress shirts, three (3) pairs of dress trousers, and two (2) pairs of EMT-style trousers;

(2) Shift personnel shall receive four (4) EMT-style trousers; and

(3) Shift personnel assigned to rescue and/or Haz-Mat operations may request two (2) jumpsuits.

(c) The City shall provide a means of permanently identifying all issued articles. Thereafter, uniform items will be replaced on an "as needed" basis, as determined by the Fire Chief or designee. Once issued, uniform articles will not be reissued.

Sec. 2: The City shall repair or replace members' personal prescription eyeglasses or wristwatches that are damaged, destroyed, or lost in the line of duty, up to a maximum cost of \$175.00 each. The City reserves the right to require documentation supporting the value of the damaged or lost prescription eyeglasses or wristwatch. The City will not be responsible for repair or replacement of members' personal prescription eyeglasses or wristwatches that become damaged, destroyed, or lost due to members'

own negligence, nor for any non-prescription sunglasses for any reason. For purposes of this section, line of duty shall not include leisure time or recreational activities, horseplay or any other such incidents.

ARTICLE 31: HEALTH AND WELLNESS PLAN

Sec. 1: The City shall provide group health coverage for its regular, full-time employees. The City offers two (2) plan options currently named Open Access Plus plan (OAP) and Open Access Plus In-Network plan (OAPIN).

Beginning in calendar year 2020, the City will contribute 80% of the premium cost for employees electing single or dependent coverage on the OAP plan.

For the OAPIN plan, the City will continue to contribute 100% of the premium cost for employees electing single coverage on the OAPIN plan. For employees adding dependents to the OAPIN plan, the City will pay 90% toward the cost of the premium and the employee will be responsible for 10%.

Primary Care Co-Pay Office Visits on the OAP plan will remain \$25.00.

Primary Care Co-Pay Office Visits on the OAPIN plan will remain \$30.00.

Sec. 2: The Health Reimbursement Account (HRA) for each employee, in the following amounts shall be made available to each employee in each new calendar year starting on January 1, 2019, which will be based on the number of dependents the employee has on the City's health plan: \$400 for single coverage; \$600 for single plus one dependent; and \$1000 for single plus two or more dependents. Employees who are not covered by City health insurance shall have access only to the single coverage amount (\$300) in an HRA. The annual amount shall be available on a "use it or lose it" basis to use for IRS approved medical expenses, with unused amounts being returned to the health fund for use in funding FSA accounts the next year. The HRAs shall be subject to all applicable requirements and limitations set forth in federal laws and regulations.

Sec. 3: Employees shall not be permitted to transfer membership or enrollment from the health or dental benefits plan to another except during the yearly group open enrollment period.

Sec. 4: The City shall provide 3 dental insurance plans, a Low, a High and a Buy-Up for its regular full-time employees and such dependents meeting eligibility requirements thereof at a total cost not to exceed \$19.00 per employee per month. Any contribution requirements in excess of \$19.00 per employee per month will be borne by the participating employee. The calendar year benefit maximum for each employee and eligible dependent is \$2,000 on the Low and High Plans and \$3,000 for each employee and eligible dependent on the Buy-Up Plan.

Sec. 5: Employees hired on or after March 20, 2019 shall have the option of continuing under the City's health plan upon retirement (except for the HRA); however, they shall be responsible for the entire cost of the health plan premium. Employees hired prior March 20, 2019 shall have the option of continuing under the City's health plan upon retirement (except for the HRA) with no cost for single coverage, however they shall pay for the full cost of dependent coverage.

Sec. 6: The City shall continue to provide a term life insurance policy in the face amount of \$100,000.00 with double indemnity provision, for each employee; said term shall be for the term of active employment of the employee and shall cease upon the employee's termination of service for any reason.

Sec. 7: (a) The City and the Union agree that upon written notice to the City of not less than ninety (90) days, the Union may elect to permanently withdraw all members of

this bargaining unit from the City's Life Insurance and Health and Dental Benefits Plans and form their own plan.

(b) The Union agrees that all presently participating retirees of this bargaining unit will be part of and covered by the new Firefighter's Bargaining Unit Group Life and Health Benefits Plan (including otherwise eligible dependents); that such present and future retirees shall not participate in or be covered by the City's Life and Health Group Benefits Plans.

(c) The City and the Union agree that:

(1) The City shall contribute \$65.41 bi-weekly toward single coverage for those members of the bargaining unit.

(2) The City shall contribute \$90.84 bi-weekly toward dependent coverage for those members of the unit who have opted for such dependent coverage.

(3) The City shall make no contribution whatsoever toward premium for retirees and their dependents under the Firefighter's Bargaining Unit Life and Health Group Benefits Plan.

(4) Monies contributed by the City for group health and life insurance coverage shall not be used for any other purpose;

(d) All members of the bargaining unit shall be equally assessed any administrative costs associated with maintaining and executing the Firefighter's Bargaining Unit Group Health and Life Insurance Plan.

(e) The City shall make deductions at no costs to the Firefighter's Life and Health Trust upon proper authorization. The City shall remit to the Union Trust Fund such sums within the same time and the same manner as it does Union dues.

Sec. 8: The Union shall be notified of, and invited to participate in discussions on matters relating to insurance coverage for the bargaining unit.

Sec. 9: The City and the Union agree that upon entering into an unpaid, authorized leave of absence from the City, excluding a Military Leave, the employee shall have the option of continuing his coverage under the City's health program, or the Union's health insurance program if the Union exercised its option under Sec. 7 above, provided that the employee shall pay the full cost for such coverage including such portion that had been previously paid by the City; if the employee had dependent coverage in effect, such coverage shall likewise be continued, at the employee's option, with no contribution whatsoever by the City to the cost.

Sec. 10: Surviving spouses and eligible dependents of deceased members will be eligible to continue their existing coverage under the Health Group Benefits Plan by paying to the City in monthly installments the full premium cost of the appropriate coverage. The City shall bear no cost whatsoever for the continuation of said coverage.

Sec. 11: The City cares about the well-being of all employees on and off the job and provides a comprehensive Employee Assistance Program (EAP). An Employee Assistance Program offers covered employees and family members free and convenient access to a range of confidential and professional services to help address a variety of problems that may negatively affect employee or family member's well-being. For this Agreement, coverage includes 10 free face-to-face or telephonic visits with a specialist, per person, per issue, per year, including online material/tools and webinars.

ARTICLE 32: DISCIPLINARY ACTION

Sec. 1: The Union and the City agree that the most effective means of maintaining discipline is through the promotion of cooperation, of sustained good working relationships, and of the self-discipline and responsible performance expected of mature employees. In those cases where specific corrective action becomes necessary, the disciplinary measures taken should have a constructive effect. Disciplinary action will be taken for the sole purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees.

Sec. 2: When an employee is alleged to have violated any rule or regulation, the employee shall be officially charged in writing by his/her supervisor, a Battalion Chief, Division Chief, Deputy Fire Chief, or the Fire Chief, within forty-five (45) calendar days:

- (a) of the date of the alleged offense; or
- (b) of the date the immediate supervisor knows or should have known of the alleged offense; or
- (c) where the matter has been referred for investigation, to an outside agency (including Hollywood Police Department and any other city agency or department that has proper investigative jurisdiction), of the date of completion of the investigation; date of completion shall be documented by party or agency conducting the investigation; or
- (d) where the matter has been referred to internal fact finding, the time may be mutually extended.

Once an employee has been officially charged in accordance with the above, the Fire Chief, or his designee, shall render a final disciplinary action within forty-five (45)

days. The City and the Union may mutually agree to extend this period by up to fifteen (15) days for a total review period of up to sixty (60) days.

Sec. 3: Subject to the City Manager's (or designee) sole discretion and approval, whenever the imposed discipline is in the form of a suspension without pay, the employee may request to forfeit annual leave equal to the suspension, in lieu of the loss of pay; if the employee requests this option, such approval shall be conditioned upon full waiver of any and all rights to appeal the suspension.

Sec. 4: Employee suspensions without pay will not be served until at least fourteen (14) calendar days after the final date of notification. If the employee chooses to appeal a suspension through the grievance and arbitration procedure or through the civil service procedure, the suspension will be held in abeyance until the appropriate appeal process has been concluded.

Sec. 5: The City agrees to furnish the Union with a copy of any written disciplinary action notice issued to any employee in the Bargaining Unit.

Sec. 6: Employees shall receive copies of all documents filed in the employee's personnel folders in the Fire Chief's office or in the City's Human Resources Department.

ARTICLE 33: PHYSICAL PLANT MAINTENANCE

Sec. 1: The City will utilize non-unit personnel to maintain lawns and shrubbery at all Fire Stations.

Sec. 2: The City will utilize non-unit personnel for the performance of custodial duties in the Fire Department Administrative Offices.

Sec. 3: Unit members will continue to perform: (1) housekeeping duties in and around fire stations including routine policing for trash, fallen branches, and/or other forms of debris in fire station parking lots, lawns, grounds, rock gardens and other exterior areas around the fire station; and (2) routine upkeep and preventive maintenance to Fire Department equipment and apparatus in the same manner that was in effect prior to the implementation of this language.

Sec. 4: The City will not require unit personnel to perform major maintenance and repairs (i.e. construction, carpentry work, painting, etc.) to City buildings and properties.

ARTICLE 34: EMERGENCY RESCUE SERVICES & RESCUE ASSIGNMENT PAY

Sec. 1: All unit personnel who are certified Emergency Medical Technicians (EMT) must continue to ensure, as a condition of continued employment that their:

- (a) EMT certification is maintained current and valid; and
- (b) All State of Florida related certifications are maintained current and valid, including:

- (1) CPR Certification
- (2) EVOC Certification
- (3) Florida Ambulance Driver's Standards

Sec. 2: All unit personnel who are certified and licensed as State Licensed Paramedics shall be paid a five percent (5%) pay incentive above their base pay provided, as a condition of continued employment (except as provided in Article 34, Section 6, below), the employee's:

- (a) Paramedic Certification and licensure by the State of Florida is maintained current and valid; and
- (b) All State of Florida related certifications are maintained current and valid, including:

- (1) CPR Certification
- (2) EVOC Certification
- (3) Florida Ambulance Driver's Standards

(c) Employees assigned as a Captain 105 shall be paid an additional ten percent (10%) assignment pay incentive above their base pay. Employees temporarily

assigned for a minimum of six (6) hours shall receive the ten percent (10%) assignment pay incentive above their base pay for the remainder of that shift.

(d) Employees assigned as a Rescue Firefighter or Rescue Lieutenant shall be paid an additional five percent (5%) assignment pay incentive above their base pay.. Employees temporarily assigned for a minimum of six (6) hours shall receive the five percent (5%) assignment pay incentive above their base pay for the remainder of the shift.

Sec. 3: The Chief of the Department or his designee may assign any unit member to Rescue for any time period based solely on the needs of the Department. Any Fire Department Apparatus may be dispatched on any emergency medical call based solely on the needs of the department.

Sec. 4: On an annual basis or as otherwise agreed by the Department and the Union, the Department shall offer all State of Florida required re-certification courses, at no charge to the employee.

Sec. 5: The Training Division will endeavor to schedule such re-certification courses (Sec. 4 above) during duty hours whenever possible; individuals unable to attend these courses during duty hours due to vacations, exchanges of time or absenteeism will have to attend such courses on a non-duty, non-paid status.

Sec. 6: All new hires shall be required to become EMT certified before completing probation and maintain such certification as a condition of continued employment. Additionally, new hires shall be required to attain a Paramedic certification within four (4) years of date of hire. Any Paramedic hired on or after October 1, 1988 who does not maintain his Paramedic certification must obtain and maintain an EMT certification.

Effective October 1, 1993, all new hires shall be required to maintain their Paramedic licensure throughout their employment history with the City.

ARTICLE 35: HOLD HARMLESS

Sec. 1: The City agrees to incorporate by reference into this Contract, the provisions of Florida Statutes 768.28(9)(a) as presently constituted or as may hereafter be amended by the State Legislature.

Sec. 2: The City agrees to maintain a public official and employees' liability insurance policy as well as a casualty insurance policy, which will provide, among other classes of coverage, to undertake the defense of the employees, or will provide the same type of coverage through self-insurance. The option of self-insurance will remain the decision of the City.

ARTICLE 36: EXPENSE ALLOWANCE

In recognition of the personal costs that may be incurred by the employees for (1) fuel, oil, automobile insurance (personal injury protection, collision, uninsured motorist, and/or comprehensive insurance's) when personal vehicles are used for the convenience of the department, (2) required telephone service for the purpose of emergency callback, and (3) other incidental expenses (i.e. equipment, tools, accessories, etc.) that are incurred as a result of their employment, employees shall continue to receive an annual expense allowance in the amount of \$300.00 payable in the first pay period in December of each year.

ARTICLE 37: TRANSFER AGREEMENT

Sec. 1: In the event of the transfer of the Department or any of its related functions to any other private or governmental entity, the City will require that entity to employ the City's displaced personnel for a minimum period of three (3) years at such wages and benefit levels as they receive from the City at the time of transfer. The City shall give the Union ninety (90) days written notice of such transfer. This provision shall apply only to this bargaining unit's personnel.

Sec. 2: In the event that the Department expands and/or extends its related functions into other geographic areas or governmental jurisdictions and hires additional personnel as a result, the City agrees to give hiring preference to any eligible individuals that have been directly displaced as a result of such expansion and/or extension. To be eligible for hiring preference, individuals must: (a) be an employee of the other governmental agency at the time of expansion/extension; (b) suffer a lay-off or other termination of employment as a result of the other governmental agency's yielding of service responsibilities; and (c) be cross-trained as a state certified firefighter and as a state licensed paramedic. The criteria for a preferential hiring eligibility list will be mutually developed and agreed upon by the Union and the City.

Sec. 3: Eligible applicants for entry-level firefighter positions in the Department will be given preferential hiring consideration. To be eligible, an applicant must:

- (a) successfully complete the normal civil service testing procedures;
- (b) be cross-trained as a state certified firefighter and as a state licensed paramedic;

(c) have been laid off from a normal full-time firefighter and/or paramedic position from a governmental service provider within Broward County during the preceding two-year period;

Eligible applicants will be considered for entry-level employment in their testing order of finish prior to the consideration of any non-eligible applicants.

ARTICLE 38: EMERGENCIES, FOOD & SUPPLIES

Sec. 1: During a hurricane warning, on duty members shall be allowed sufficient time to secure their local (Broward, Palm Beach, and Dade counties or as otherwise determined by the Fire Chief) personal residences. Members will be relieved by the officer in charge at such time as their relieving members report for duty.

Sec. 2: In the event of a hurricane or other unusual emergency condition, the City shall provide for food and necessary supplies unless prevented from doing so due to actual emergency conditions. The quality and quantity shall be consistent with levels currently utilized by members. Authorization to purchase food and supplies shall be coordinated via the Fire Chief or his designee.

Sec. 3: If emergency conditions require increased levels of staffing, the City shall have fold-away sleeping cots with blankets available for the extra personnel.

Sec. 4: Employees of the bargaining unit shall contribute to an organized mess at the stations as per current practice. The City shall not be responsible to collect contributions or to contribute to such mess.

ARTICLE 39: SERVICES TO THE UNION

Sec. 1: Upon request, and except to the extent that any of the following records are available online, the City agrees to provide via e-mail one copy each to the Union without charge:

- (a) City Commission agenda;
- (b) Specifically requested backup material on City Commission items;
- (c) minutes of the commission meetings;
- (d) proposed budget, final budget, budget statement, mid-year budget statement and recommendations, year end financial statement;
- (e) City-wide administrative orders and regulations and/or personnel policy procedures relating to Fire Personnel;
- (f) Four (4) copies of the Rules and Regulations/Procedure Manual and updates;
- (g) Updates to the City Charter and Code of Ordinances.

Sec. 2: (a) Each member of the bargaining unit shall contribute up to eight (8) hours of any accrued leave (excluding sick leave) not more than once each year, to the Union Time Pool. Such contribution shall be posted and deducted from the contributing member's annual leave in the last pay period of October. The Union President or his designee shall notify the City if the amount of such individual contributions shall be less than eight (8) hours.

Sec. 3: The Union Time Pool shall be used only for Union business by the Union President, or such individuals approved by the Union President.

Sec. 4: Requests for time off utilizing Time Pool hours, as approved by the Union President, shall be made in writing to the Fire Chief or designee, by 1600 hours the night before the time off requested. Union Time Pool requests shall be honored and charged on an hour for hour basis.

Sec. 5: If at the end of the fiscal year the Union time Pool is not fully depleted, the balance of hours shall be maintained and carried forward to the following year.

Sec. 6: The City will permit the Union President or his designee, plus not more than four (4) additional members of the unit to attend, on City time, meetings in negotiation on the agreement between the City and the Union.

Sec. 7: The City will permit the Union President or his designee, plus one (1) additional member of the unit, to attend the following meetings on City time: commission meetings/workshops; budget meetings/workshops; meetings involving the City's life and health group benefits plan; fire pension board meetings; and meetings of the civil service board. The Union President or his designee shall be permitted up to ten (10) minutes of presentation time during the public testimony period of labor, employee, and/or fire service related issues being heard by the City Commission during all commission meetings and/or workshops.

Sec. 8: Attendance at grievance proceedings, disciplinary sessions or counseling sessions called by the City, for which a Union representative is requested, shall be permitted on City time.

Sec. 9: The City will issue one (1) 8½ x 11 sized copy of the printed collective bargaining agreement to each member of the bargaining unit. The City shall then provide the Union with twenty-five (25) additional printed copies and one (1) PDF copy.

ARTICLE 40: MINIMUM STAFFING

Sec. 1: The City recognizing that firefighting is a hazardous occupation and that staffing has a direct relationship to the safety and well-being of the employees, agrees to maintain staffing in accordance with Section 2 below.

Sec. 2: All in-service rescue apparatus shall be staffed by three member crews which shall include at least two (2) paramedics and one (1) LT. All in-service engine companies shall be staffed by a minimum of three members which shall include one (1) CPT, one (1) DE, and one (1) FF. All in-service aerial apparatus shall be staffed by a minimum of two (2) members, at least one (1) of whom shall be a DE.

ARTICLE 41: HAZARDOUS MATERIALS RESPONSE TEAM AND HAZ-MAT INCENTIVE PAY

Sec. 1: The parties recognize that the City provides a hazardous materials response (HAZ-MAT) team. To that end, and in recognition of added training and responsibilities, and to provide the necessary trained and qualified personnel, the fire department hazardous materials service and certification plan is hereby adopted.

Sec. 2: The HAZ-MAT team shall be appointed by the Chief in his sole discretion. All members of the HAZ-MAT team shall, prior to appointment, possess a state HAZ-MAT technician certification. Unit members appointed to the HAZ-MAT team shall receive an assignment pay of five percent (5%) above their base pay as HAZ-MAT certification pay. No more than fifty (50) employees may be paid this HAZ-MAT assignment pay, except that the Fire Chief shall maintain the discretion to seek funding for more than fifty (50) employees in the event that additional HAZ-MAT members are required to meet a contractual obligation of the Fire Department with another agency.

There will be a minimum of five (5) team members at all times, one of which shall be a qualified HAZ-MAT Officer and one of which shall be a qualified HAZ-MAT Driver/Engineer. In addition, both the Group Division Officer and Safety Officer will be qualified to the State Certified Technician Level.

Sec. 3: In order to receive Haz-Mat certification pay, members must meet the following criteria:

a) Members must attend and successfully pass the most current International Association of Fire Fighters (IAFF) "Training for Hazardous Materials Response:

Technician” course available, as recognized by the State of Florida Bureau of Fire Standards for hazardous materials technician training;

b) In lieu of the IAFF course, members may pass an equivalent course as recognized and accepted by the State of Florida Bureau of Fire Standards and mutually agreed upon by the Fire Chief and Union;

c) Members must successfully pass the State of Florida Hazardous Materials Technician Exam; and

d) In lieu of the above, members who have previously satisfied all minimum requirements for a level I or a Level II Haz-Mat certification, as they were defined prior to August 14, 2006, will be considered to be a Hazardous Materials Technician.

e) Members must have successfully passed the department sponsored Haz-Mat physical.

Sec. 4: Members wishing to attend any of the above courses and/or classes shall submit a written request to the Fire Chief. Upon approval by the Fire Chief, the City shall pay the costs of the above courses and/or classes per past practice.

Sec. 5: Any HAZ-MAT certified personnel, who have not been regularly assigned to the HAZ-MAT Team by the Chief, who are temporarily assigned for a minimum of six hours of their assigned shift to a haz-mat designated apparatus by a chief officer shall receive the five percent (5%) HAZ-MAT assignment pay above their base pay for each hour worked that shift.

Sec. 6: Any condition or impairment of health caused by a documented exposure to hazardous materials shall be presumed to have been accidental and to have been suffered in the line of duty.

Sec. 7: The City shall comply with all federal, state, and/or county requirements regarding health and safety standards for hazardous materials team members. Programs for physical examinations and medical surveillance shall be established at no cost to the employee. Any employee who refuses to participate in such programs will be ineligible for HAZ-MAT certification pay.

Sec. 8: The City and the Union recognize and agree that the field of HAZ-MAT mitigation is a dynamic field in emergency operations. Access to schooling, methods of operation and all such components are subject to change, modification and improvement on a constant basis. Therefore, the criteria set forth in the preceding sections is subject to review and change by mutual consent of the Fire Chief and the Union to conform to current methods of operation as adopted by the Broward County HAZ-MAT Committee, the availability of appropriate schooling and the ability to access such schooling and other changes in criteria necessary to the operation of a HAZ-MAT unit. Changes dictated by the above will be implemented as deemed necessary by the parties and should not be construed as affecting the intent of this article.

ARTICLE 42: TUITION REIMBURSEMENT FOR EMPLOYMENT
RELATED/REQUIRED CERTIFICATIONS AND DEGREE PROGRAMS

Sec. 1: Members shall be reimbursed at the state rate for all costs related to mandatory emergency medical technician, paramedic, and/or fire inspector courses taken from accredited educational institutions or from curriculum approved by the Bureau of Fire Standards and Training at the Florida State Fire College. Fire Inspector courses must be previously approved by the Fire Chief. Entry level firefighters or Fire Inspectors who are hired while already enrolled in such a course will be reimbursed on a pro rata basis. No reimbursement will be made for courses completed prior to date of hire. Any employees, who took advantage of the tuition reimbursement benefits provided in this Article, shall be obligated to remain in the employ of the City for a minimum of twenty-four (24) months following the conclusion date of any course for which the City has made payment hereunder. In the event any Employee shall voluntarily terminate his/her employment with the City prior to twenty-four (24) months following the conclusion date of any course for which the City has made payments hereunder, then said employee shall repay to the City all tuition and book costs reimbursed to him/her for that course.

Sec. 2: Members who are directed by the department to take classes or courses shall be reimbursed pursuant to current practice.

Sec. 3: Members are eligible to be reimbursed for non-mandatory job-related coursework as determined by the Fire Chief, effective July 19, 2021.

(a) Members shall be limited to a maximum total of \$1,800.00 each fiscal year for tuition reimbursement costs.

(b) To be eligible to participate in educational reimbursement, a newly hired member must have achieved permanent status by successfully completing the probationary period.

(c) Members must receive "satisfactory" or better Employee Performance Evaluations prior to beginning the coursework.

(d) Employees who receive benefits under this program, who voluntarily leave the City's employment within two (2) years of receiving such benefit, shall be responsible for reimbursing the City for the entire cost of the benefit.

(e) The Fire Chief makes the determination of whether requested credit for coursework is job-related.

(f) Members will be eligible for City reimbursement for the costs of books and tuition in the following manner:

(1) In order to be considered for reimbursement, all coursework must be approved in writing by the Fire Chief prior to beginning coursework.

(2) Members desiring reimbursement must submit a written request for approval from the Fire Chief.

(3) When a member completes the approved coursework, it is the member's responsibility to submit copies of grades and tuition receipts to the Fire Chief. The reimbursement procedure for related courses will consist of the following:

(i) 100% reimbursement when a grade of "C-" or higher is earned.

(ii) 0% reimbursement when a grade of "D+" or lower is earned.

(iii) 100% reimbursement for a grade of "Pass" for pass/fail courses.

(iv) 0% reimbursement for a grade of "Fail" for pass/fail courses.

- (v) If the accredited institution only gives credit or no credit, a “Credit” grade will be accepted as satisfactory completion with 100% reimbursement.
- (vi) If the accredited institution only gives credit or no credit, a “No Credit” grade will not be accepted as satisfactory completion and will result in 0% reimbursement.
- (vii) Employees receiving aid or who have scholarship(s) as well as employees qualifying for benefits under the G.I. Bill or other State or Federal programs are eligible for reimbursement under this policy. However, financial assistance received from scholarships or State or Federal sources must be applied before this City reimbursement benefit may be utilized for remaining qualifying costs.

ARTICLE 43: TIME OFF FROM DUTY

Sec. 1: Maximum comp time accrued will be limited to ninety-three and two/tenths (93.2) hours; any time accrued in excess will be paid at the overtime rate of pay. Employees shall not forfeit any accrued comp time. A ninety-three and two/tenths (93.2) hour maximum use at one time of comp time shall be allowed and may be used in conjunction with all other policies, exchanges of time, vacations, etc. A request for comp time will be made no less than forty-eight (48) hours in advance of the days requested. Except as provided in Section 1(b) below, approval of requests for comp time shall be in accordance with established practices provided that it does not cause scheduled overtime and maintains at least one (1) scheduled reserve employee, regardless of the rank of that employee. Compensatory time will not be authorized for less than three (3) hours.

Sec. 2: "Blood Time" previously accrued will continue to be utilized according to past practices, however, no further "blood time" may be accrued effective October 1, 2011.

Sec. 3: Each calendar year, an employee may utilize up to seventy-two (72) hours of sick leave as personal leave in the following manners:

(a) pre-scheduled personal leave -- must be utilized for a minimum of three (3) hours; additional time must be used in one-hour increments; all requests must be submitted in writing at least forty-eight (48) hours in advance; and the necessary amount of sick leave must be accrued prior to submitting the request.

(b) un-scheduled personal leave -- must be utilized in blocks of time equal to the employee's full tour of duty on the day that leave is to be taken; unscheduled personal leave must be reported in the same manner as sick leave.

(c) approval -- requests for utilization of personal leave will be honored in the order they are received by the appropriate Combat BC, except under emergency circumstances as determined by the Fire Chief, and will be subject to the following limitations: (1) captain, (1) one lieutenant, (2) two driver engineers and (3) three firefighters. Thereafter, approval of additional requests for utilization will be at the discretion of the Fire Chief or his designee. Such designee shall be available on a 24 hour basis.

Sec. 4: Once an employee has made the choice to accept comp time rather than be paid for any overtime work, such choice shall be irrevocable. On an annual basis, an employee may elect to cash out a maximum of 48 hours of accumulated comp time. If elected, this pay out shall be paid in the first pay period in September and calculated at the employee's hourly rate that is in effect at that time.

Sec. 5: Comp time, blood time, and personal leave requests may be submitted no more than thirty (30) days prior to the proposed date of utilization. The granting of requests will be considered in the order of priority listed below. Within each of the listed categories, requests will be considered in the order in which they are received by the appropriate BC:

(a) pre-scheduled personal leave requests that fall within the rank limitations defined in Section 3 (above);

(b) any additional pre-scheduled personal leave requests that exceed item (a) above will be considered together with all other comp time and blood time requests; and

(c) unscheduled personal leave requests will be considered last.

ARTICLE 44: CAREER LADDERS

Sec. 1: (a) The Fire Department provides essential public services that require distinctly different qualifications for proficient performance. Accordingly, Career Ladders are hereby established for each of these areas of service.

(b) All promotions and appointments shall be in accordance with the minimum prerequisites established herein.

(c) Members holding classified positions as of October 1, 2008, shall maintain their classification in accordance with the requirements in effect upon their date of promotion or appointment. Thereafter, they must meet the established prerequisites for promotion.

(d) Examinations will be carried out in accordance with Article 19: Promotions and Promotional Procedures.

(e) An outline of the bargaining unit Career Ladders, rank equivalencies, and salary classifications shall form a part of this Agreement as Appendix III.

(f) The "automatic" advancements referred to in Sections 4 and 5 below will be immediately obtained when the candidate for advancement satisfies the minimum requirements for the position of FPO II. For budgetary purposes, this entry level position FPO I will be considered to have been upgraded and not vacated. A vacancy shall be deemed to have occurred when an employee (a) attains the rank of BC or higher, (b) separates from that particular division of the fire department, or (c) completely separates from the fire department.

Sec. 2: The following minimum requirements for each listed position must be met prior to the qualifying date for the appropriate Civil Service examination. For the purposes

of this section, "experience" shall mean only that time spent in the City of Hollywood Fire Department, Operations Division performing shift work.

(a) Driver Engineer -- three (3) years experience as a firefighter.

(b) Fire Lieutenant -- one (1) year experience as a driver engineer; must possess and maintain a Florida State Paramedic License and associated certificates; failure to maintain any required licenses and/or certifications will result in demotion to the highest rank previously held.

(c) Fire Captain -- one (1) year experience as Fire Lieutenant; must maintain either a Florida State Paramedic license or EMT certification; failure to maintain any required licenses and/or certifications will result in demotion to the highest rank previously held; members who are demoted to the rank of lieutenant shall be required to re-attain the emergency medical standards that were applicable upon their initial promotion to that rank; when applicable, members shall have one (1) year from their date of demotion in which to obtain a Florida State EMT certification or two (2) years from their date of demotion in which to obtain a Florida State paramedic license; members who fail to re-attain a required certification or license within the prescribed time parameters shall be subject to further demotion.

Sec. 3: Vacancies in a Fire Prevention Officer I position shall be filled by employees meeting the following minimum requirements, upon the recommendation of the appropriate Deputy Chief and appointment by the Fire Chief. Regular written examinations will not be required. For the purposes of this section, "experience" shall mean only that time spent in the City of Hollywood Fire Department, Operations Division performing shift work:

(a) Fire Prevention Officer I -- experience as a fire fighter and/or driver engineer; must attain certifications as a Broward County and State of Florida Fire Inspector within one (1) year of appointment.

(b) After exhausting all internal efforts (following a period of 30 days of internal recruitment), the City shall have the right to hire candidates into the position of entry level Fire Prevention Officer I, with the intent that such Member shall serve the City in a capacity within the Fire Prevention Division only. These members will be exempt from any medical certificate requirements otherwise required by this Agreement.

Sec. 4: A Fire Prevention Officer II position shall be automatically obtained following attainment of the minimum requirements. For the purpose of this section, "experience" shall mean only that time spent in the City of Hollywood Fire Department, Division of Fire Prevention and Life Safety:

(a) Fire Prevention Officer II -- two (2) years experience as a FPO I; must maintain Broward County, and State of Florida Fire Inspector Certificates;

(b) to obtain the automatic advancement to FPO II, the candidate must already be serving in the position of FPO I.

Sec. 5: A vacancy shall be deemed to have occurred in the Training Division when an employee (a) obtains the rank of BC or higher (b) separates from that particular division of the fire department, or (c) completely separates from the fire department.

(a) A Company Officer who holds a State of Florida Paramedic certification with all associated certifications and has a minimum of one (1) year experience shall fill vacancies within the Training Division. Selection shall be based upon a recommendation of the appropriate Division Chief and appointment by the Fire Chief. For the purposes of

this section, "experience" shall mean only that time spent in the City of Hollywood Fire Department, Operations Division.

(b) Upon selection by the Fire Chief a Company Officer shall comply with the following requirements:

- (1) Within three (3) months of appointment obtain certification as an A.H.A. C.P.R. Instructor;
- (2) Within eighteen (18) months of appointment have a certification as a Florida Training Instructor;
- (3) Within two (2) years of appointment have a certification as a Florida Live Fire Instructor.

Failure to maintain any required licenses and/or certifications will result in the Company Officer being transferred back to the Operations Division.

Sec. 6: The following minimum requirements for the listed position must be met prior to the qualifying date for the appropriate Civil Service examination. For the purposes of this section, "experience" shall mean only that time spent in the City of Hollywood Fire Department, Division of Fire Prevention and Life Safety:

- (a) Fire Prevention Officer III – must currently hold the position of FPO II; must maintain Broward County, and State of Florida Fire Inspector Certificates and be a certified “fire plans examiner” as defined by the Broward County Board of Rules and Appeals;

Sec. 7: Members who are promoted in accordance with Sections 3, 4, and 5 above are subject to the following conditions:

(a) Failure to maintain the minimum requirements for a particular position will result in a demotion in rank to the position held immediately prior to promotion.

(b) The minimum requirements specified for the lower position must be met and/or satisfied within one (1) year of said demotion or the member will be subject to further demotion.

(c) Members demoted in rank must re-qualify for promotion in accordance with all normally applicable procedures.

Sec. 8: Members may apply for transfer to any vacant divisional position for which they have all established prerequisites in accordance with Article 19. All divisional transfers shall be by appointment of the Fire Chief or his designee. Denial of transfer request shall be non-grievable.

Sec. 9: The parties recognize that all members holding the rank of "lieutenant" or "captain" are considered to be "Company Officers." To serve the needs of the department, the Fire Chief or his designee may assign any company officer to any apparatus.

Sec. 10: During any and all emergency situations, personnel will perform in only those capacities for which they have proper background, training, and experience. Under no circumstances will any fire department personnel (including all chief officers except the Fire Chief) serve as an Incident Commander or other form of on-scene command authority for direct combat operations unless such personnel have prior experience within the Operations Division of the Hollywood Fire Department in a rank and/or position commensurate with the responsibilities they are expected to assume. This provision is intended to protect the health and safety of on-scene personnel but is not intended to

restrict personnel from performing their normal job responsibilities or from providing other non-command support services:

Example: A member holding the rank of firefighter is assigned to a given non-Operations Division, advances through the career ladder, and attains the rank equivalency of Division Chief. Despite being a chief officer, said member could NOT function in a combat capacity above the normal role of a firefighter. Likewise, if that same member had entered said non-Operations Division while holding the rank of driver-engineer or combat lieutenant he or she could not function in a combat position higher than those same capacities when called out for an emergency situation.

ARTICLE 45: LIGHT DUTY

Sec. 1: At the exclusive direction of the City, a member who is unable to perform in their normal work assignment may be permitted or required to work in a "light duty" capacity. The member must properly present any required medical releases and/or forms from their attending physician. The City reserves the right to have the member evaluated by a physician prior to assignment, and re-evaluated periodically, but no later than after one (1) year of a light duty assignment, at the City's expense. If the City's medical authority differs from the employee's attending physician, a third health care provider will be commissioned to evaluate the employee. The decision of the third party health care provider will be binding and paid for by the City. Employees with work related injuries/illnesses will be given preference for light duty assignments.

Sec. 2: The City may assign light duty personnel to any fire department related activity at any fire department work site provided that such activities are within the member's physical limitations, as determined in Section 1. Light duty personnel shall work an administrative forty (40) hour work schedule designated by the Fire Chief.

Sec. 3: Shift personnel who are assigned light duty and are assigned to a non-shift schedule while on light duty will be slotted into the appropriate non-shift pay status, with all related benefit adjustments, within two pay periods of the assignment.

Sec. 4: Upon receiving a medical release back to full duty, non-shift personnel shall resume their normal work schedule.

Sec. 5: Upon receiving a medical release back to full duty, shift personnel shall resume their normal work schedule at the earliest opportunity that is consistent with the following:

(a) After receiving a release to full duty, members will continue to work a normal light duty schedule until their return to a normal shift assignment; and

(b) No member shall be required to make their initial return to shift assignment on a weekend or contractual holiday.

Sec. 6: The provisions of this article shall not preclude an eligible employee from pursuing and/or receiving a disability retirement pension. When appropriate, employees applying for a disability retirement pension may continue to perform in a light duty capacity. In case of any particular conflicts with this provision, Article 28 - Pension Plan shall prevail.

Sec. 7: Shift personnel who incur a non-work related illness or injury and who are assigned to a light duty assignment on a non-shift schedule (whose shift pay remains unchanged) shall utilize eight (8) or ten (10) hours of holiday leave (based on their assigned work schedule) on each contractually recognized holiday that occurs during the employee's light duty assignment, provided the employee is in an off duty status during the holiday.

ARTICLE 46: DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY

Sec. 1: The City and the Union recognize that employee substance and alcohol abuse is a serious problem and has an adverse impact on City government, the image of City employees, the general health, welfare, and safety of City employees, and the general public at large. Accordingly, it is in the best interest of the parties to develop a policy regarding drug and alcohol testing in order to create and maintain a drug and alcohol free workplace.

Sec. 2: The City understands that employees under a physician's care may be required to use prescription drugs. However, use of said drugs that is not in accordance with the prescription and/or manufacturer's recommendations or any other abuse of prescribed medications will be dealt with on a case by case basis.

Sec. 3: When employees have reason to know that the use of a particular medication may limit or impair their ability to perform their job – for example, based upon their doctor's advice or a warning label on prescription medication - they must notify their supervisor.

Sec. 4: All employees are prohibited from using, possessing, distributing, dispensing, manufacturing, or purchasing alcohol while on duty, while on City property, or on any work site. Consumption of alcoholic beverage(s) while on duty, including lunch and break periods, is strictly prohibited. However, employees are also prohibited from abusing alcohol to the extent that such abuse has an adverse effect on job performance or on the City's image or the employee's relationship with other employees or with the public.

Sec. 5: Being under the influence of alcohol and/or drugs while on duty, including lunch and break periods, is prohibited. "Under the influence" shall mean (1) use of alcohol while on duty; or (2) use of those amounts of drugs, alcohol, or controlled substances which test at levels which meet or exceed those set forth in Section 8 of this Article or, for those substances when no level is established in Section 8, which meet or exceed the applicable legal limits.

Sec. 6: The City shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion that an employee is in violation of this policy. For the purpose of reasonable suspicion drug/alcohol testing, "reasonable suspicion" includes, but is not limited to, the following:

- (a) Observable phenomena while at work, such as direct observation of drug/alcohol use or of the physical symptoms or manifestations of being under the influence of a drug, controlled substance, or alcohol;
- (b) Abnormal conduct or erratic behavior while at work;
- (c) A general deterioration in work performance;
- (d) A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;
- (e) Evidence that an individual has tampered with a test administered under this Article during his/her employment with the City;
- (f) Information that an employee has caused or contributed to an accident while at work; and/or

- (g) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs, controlled substances and/or alcohol while working on the City's premises or while operating the City's vehicle, machinery or equipment.

It is agreed that at least two (2) supervisors (rank of Lieutenant or above) must agree that there is reasonable suspicion to require an employee to submit to testing under this Article. The employee will be ordered to submit to the drug and/or alcohol test by the Fire Chief or designee. The supervisors who confirm that there is reasonable suspicion to require an employee to submit to testing will reduce to writing the basis for their determination(s) as soon as possible, and no later than the end of their shift (or prior to their departure from work if they work past their regular shift).

Sec. 7: Any employee may be subject to disciplinary action, up to and including termination, for any of the following:

- (a) testing positive for drugs, alcohol, and/or controlled substances;
- (b) refusing to submit to testing;
- (c) refusing to sign a consent form;
- (d) failing to appear for testing when ordered;
- (e) failing to participate in and/or successfully complete a rehabilitation program and any required after-care program; and/or
- (f) tampering with the test specimen.

Sec. 8: Testing for drugs or illegal substances shall be done through a blood and/or urine analysis or intoxalysis or other state or federally approved testing method. Testing for alcohol will be done through a blood analysis or through an intoxalyzer or other state or federally approved testing method.

Drugs, their metabolites, alcohol and other substances for which the City will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydro-cannabinol-9-carboxylic acid), methaqualone, methadone, opiates, and phencyclidine, and propoxyphene. All testing shall be done by a state or federally approved laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/ mass spectrophotometry [GC/MS]. Employees shall be required to document their legal drug and /or substance use, as required by the laboratory. Test results shall be treated with the same confidentiality as other medical records (except that they may be released to the City, the Union [if applicable], in any proceedings held regarding any disciplinary action on account of a positive drug test result, and to any appropriate governmental agency (if applicable).

The levels used for employee drug tests are set forth below. The parties intend to comply with the applicable rules promulgated pursuant to the Florida Drug-Free Workplace Act (i.e., Rule 59A-24, Fla. Admin. Code), as amended from time to time.

Those drug test standard levels for urine specimens presently are as follows:

<u>Drug/Metabolite Test</u>	<u>Screening Test</u>	<u>Confirmation</u>
Amphetamines	1000 NG/ML	500 NG/ML
Cannabinoids	50 NG/ML	15 NG/ML
Barbiturates	300 NG/ML	150 NG/ML
Benzodiazepines	300NG/ML	150 NG/M L
Cocaine	300 NG/ML	150 NG/ML
Methaqualone	300 NG/ML	150 NG/ML
Methadone	300 NG/ML	150 NG/ML
Opiates	2000 NG/ML	2000 NG/ML

Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	300 NG/ML	150 NG/ML

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g% (blood).

Other drugs and substances listed in Schedule I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812, may be tested by the City. In any event, they will be tested according to the levels contained in state statutes or regulations, and, if none exist, at levels according to generally accepted toxicology standards.

Sec. 9: An employee who tests positive on a drug/alcohol test will be subject to discipline (up to and including termination) and/or offered rehabilitation through a last chance agreement. The decision to discipline an employee (up to and including termination) and/or offer the employee rehabilitation through a last chance agreement will be made on a case-by-case basis and will be at the Fire Chief's sole discretion. The employee shall be placed on leave with pay until a determination is made to discipline the employee and/or offer the employee rehabilitation. Nothing in this policy, except as set forth in Section 10, shall limit or foreclose the employee's right to grieve discipline or termination issued for an alleged violation of this article/policy.

Sec. 10: When the City offers an employee a last chance agreement, the employee will be placed on leave without pay during his/her rehabilitation and will be permitted to utilize accrued leave during his/her period of rehabilitation. The last chance agreement shall include a provision for random drug testing for up to 2 (two) years from the date of the last chance agreement and successful completion of any treatment

program recommended by a healthcare professional. An employee who (1) fails to complete the entire rehabilitation program, including follow-up care, and/or (2) tests positive during a random drug/alcohol test, shall be terminated. As a condition of the last chance agreement the employee must agree to waive the right to grieve, appeal, or otherwise challenge his/her termination for failing to complete the entire rehabilitation program, including follow-up care and/or for testing positive during a random drug/alcohol test. All counseling or treatment provided for in this policy is to be at the employee's expense, however nothing shall preclude the employee from submitting his or her expenses for reimbursement in accordance with any appropriate medical plan sponsored by the City. The City shall require the employee to execute any and all appropriate consent/release forms so that the City can certify that the employee is enrolled in the program, is completing it, has completed it successfully, and is attending any after-care program, as applicable.

Sec. 11: A supervisor (rank of lieutenant or above) who observes or has knowledge of an employee who is or appears to be impaired in the performance of his or her job duties or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, must promptly report the fact to another supervisor or his or her immediate supervisor. A supervisor who fails to do so may be disciplined up to and including termination. Any employee who, in good faith based on reasonable suspicion, reports an alleged violation of this policy, or any supervisor who investigates or takes action in good faith based on reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports or participating in any investigation or action based thereon.

Sec. 12: Any employee who is convicted of a criminal drug statute violation or of any law involving driving a motor vehicle while intoxicated on or off the job may be subject to disciplinary action, up to and including termination. As used herein, the term "convicted" means a plea of guilty, a plea of "nolo contendere," or a finding of guilty (regardless of whether adjudication is withheld) by any judicial body charged with the responsibility to determine violations of federal, Florida, or any other state criminal drug statute or law concerning driving while intoxicated.

Sec. 13: Any employee who is arrested, charged, and/or convicted of a criminal drug statute violation, or of any law concerning driving while intoxicated on or off the job must so notify the City's Fire Chief, in writing, no later than five (5) calendar days following such arrest, charge or conviction.

ARTICLE 47: EQUAL OPPORTUNITY

The City and the Union are committed to ensuring equal employment opportunity and non-discrimination for all employees while recognizing the rights and dignity of all persons. The parties further recognize their responsibility to ensure that all employees are provided equal opportunity for employment and/or promotion.

ARTICLE 48: DURATION OF AGREEMENT

Sec. 1: This Agreement shall be effective on October 1, 2021 and shall remain in full force and effect until September 30, 2022.

Sec. 2: Specific provisions as to effective dates, found in any of the various articles of this Agreement, shall not be affected by the provisions of Section 1, above. In case of conflict, the specific Article provisions shall prevail.

Sec. 3: This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other, in writing, by January 1, 2022 that it desires to modify the Agreement with negotiations to begin thirty days thereafter or such other date as is mutually agreed upon. The terms and conditions of employment reflected in this Agreement shall remain in full force and effect until replaced by either (1) a subsequently ratified replacement agreement or (2) actions resulting from the provisions of F.S. 447.403.

EXECUTION OF AGREEMENT

THIS AGREEMENT, having been duly ratified by vote of the members of the Bargaining Unit covered hereunder, and the City Commission of the City of Hollywood, is hereby executed with the signatures affixed hereto.

DATED this _____ day of _____, 2021.

WITNESSES:

As to Local 1375

WITNESSES:

As to the City

**HOLLYWOOD PROFESSIONAL
FIREFIGHTERS, LOCAL #1375,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

By: _____
President

Date: _____

**CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida**

By: _____
Mayor

Attest: _____
City Clerk

Approved: _____
City Manager

Approved: _____
Finance Director

APPROVED AS TO FORM:

City Attorney

APPENDIX I – GRIEVANCE FORM

APPENDIX II – BASE PAY SALARY SCHEDULES

APPENDIX III – CAREER LADDERS

Bargaining Unit Career Ladders

Combat/Rescue Division	Training	Fire Prevention & Life Safety Division
Captain/Rescue Captain	Captain	FPO III
↑	↑	↑
Lieutenant	Lieutenant	FPO II
↑		↑
Driver Engineer		FPO I
↑		
Firefighter		

APPENDIX IV – Human Resources Policies

As provided in Article 5, the following Policies from the City’s Human Resources Policies and Procedures are hereby incorporated into the Fire Rescue & Beach Safety Department Rules and Regulations:

HR-009	Veterans Preference
HR-010	Employment of Relatives
HR-026	Equal Employment Opportunity
HR-028	Sexual Harassment
HR-029	Internal Complaint Procedures
HR-032	Code of Ethics
HR-033:1	Charitable Solicitations
HR-037	Workplace Violence
HR-048	Employee Assistance Program
HR-050	Family Leave
HR-050:1	Domestic Violence Leave
HR-053	Leave Without Pay
HR-054	Military Leave for Active Duty
HR-055	Military Training Leave
HR-067	Flexible Benefit Plan
HR-074	Diamond Service Award
HR-075	Public Service Leadership Recognition
HR-075:1	Employee Suggestion Award Program
HR-077	Electronic Mail (E-Mail)