

~~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.~~

~~28.7. 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.~~

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~~28.8. 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.~~

~~28.9. 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 CBA 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 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.~~

~~28.10. The parties 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.~~

~~28.11. 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 bargaining unit employees selected by the Union and four management representative selected by the FC. The parties shall meet upon the request of either party, or at other specific times mutually agreed upon.~~

~~28.12. Section 33.034 Firefighters Pension and Retirement, Section 33.062 Planned Retirement Benefit, Reformed Planned Retirement Benefit and Section 33.095 Firefighter's Supplemental Retirement System may be accessed through the following links:~~

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https://codelibrary.amlegal.com/codes/hollywood/latest/hollywood_fl/0_0_0_35270#ID_33.095

https://codelibrary.amlegal.com/codes/hollywood/latest/hollywood_fl/0_0_0_51797

ARTICLE 29: WORKING OUT OF CLASSIFICATION

- 29.1. The City agrees that there will be no working out of classification for any Fire Department rank or position.
- 29.2. 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 OT.

ARTICLE 30: UNIFORMS AND LINENS

30.1. ~~Issued Uniforms~~Uniforms Issued:

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

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b. In addition to the above minimum set of ~~issued uniforms~~ issued:

- i. Non-shift personnel shall receive four short-sleeved ~~dress polo~~ shirts, three pairs of dress trousers, and two pairs of EMT-style trousers; and
- ii. Shift personnel shall receive four EMT-style trousers; and
- iii. ~~Shift personnel assigned to rescue and/or HAZ-MAT operations may~~
May request two jumpsuits.

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

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30.2. 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~~repairing or ~~replacement~~ of replacing 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

31.1. The City shall provide group health coverage for its regular, full-time employees and dependents (dependents to include domestic partners as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners). The City offers two plan options currently named Open Access Plus plan (OAP) and Open Access Plus In-Network plan (OAPIN).

The City will contribute 80% of the premium for employees electing single or dependent coverage on the OAP plan and the employee will be responsible for contributing 20% of the premium. Thereafter, the 80% / 20% cost sharing arrangement shall continue in effect with the dollar value of the contributions being subject to premium changes in future plan years.

For the OAPIN plan, the City will continue to contribute 100% of the premium for employees electing single coverage. For employees adding dependents, the City will continue to contribute 90% toward 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.

Thereafter, the 90% / 10% cost sharing arrangement shall continue in effect with the dollar value of the contributions being subject to premium changes in future plan years.

Each employee shall have the option of undergoing an annual physical examination through the employee's physician as provided by the City's health insurance coverage.

31.2. 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, 2022,~~ 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

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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 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.

~~31.3. Beginning January 1, 2024, the~~The HRA funding for the following calendar year ~~(January 1, 2025) will be~~ contingent upon the employee ~~completing a physical~~their biometrics at the City's Employee Health Clinic (EHC) or obtaining an annual HAZ-MAT physical. The goal of the ~~2024~~ City of Hollywood Wellness program ~~is to foster knowledge where employees "know their numbers" to help employees be healthier.~~is to help employees be better healthcare consumers and reward employees for being engaged in their health, active, healthy, and completing annual preventive exams. The City ~~will encourage~~s this by offering ~~the HRA~~HRA incentives for employees ~~to who~~ complete their biometric screening at the City's EHC, along with a provider follow-up to review. ~~The incentives are \$400 for single coverage; \$600 for single plus one dependent; and \$1,000 for single plus two or more dependents towards employees' HRA for the 2025 calendar year that are currently given to employees without any required targets.~~ This program will be voluntary and offered to all active employees enrolled in the City's medical plan. ~~The biometric~~Biometric screening must be completed in ~~2024~~one calendar year in order to receive the HRA incentive ~~in 2025~~for the following calendar year. All new hires ~~in the 2025 calendar year~~ will have the ability to earn the incentive after they complete their initial waiting period. ~~The requirements of this section are contingent upon the City opening the EHC on or before July 1, 2024, and may be revised or removed if unanticipated delays in construction or commencement of EHC services occur, which renders Bargaining Unit member performance under this section impractical, illogical, or unconscionable.~~ "Biometric Screening" is defined as an evaluation of Weight Measurement/BMI, Height, Weight, Blood Pressure, Cholesterol, and Blood Sugar/Glucose.

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~~31.4.~~31.3. 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.

~~31.4.~~ The City shall provide three 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.

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~~31.5.~~ _____

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~~31.6,~~31.5. 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.

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~~31.7,~~31.6. 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.

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~~31.8,~~31.7. Firefighter's Bargaining Unit Group Life and Health Benefits Plan:

- a. The City and the Union agree that upon written notice to the City of not less than 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:
 - i. The City shall contribute \$65.41 bi-weekly toward single coverage for those members of the bargaining unit;
 - ii. The City shall contribute \$90.84 bi-weekly toward dependent

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coverage for those members of the unit who have opted for such dependent coverage;

iii. The City shall make no contribution whatsoever toward ~~premium~~premiums for retirees and their dependents under the Firefighter's Bargaining Unit Life and Health Group Benefits Plan;

iv. 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~~assessed with 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~~cost 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.

~~31.9,~~31.8. The Union shall be notified of and invited to participate in discussions on matters relating to insurance coverage for the bargaining unit.

~~31.10,~~31.9. 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 Section 31.8, 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.

~~31.11,~~31.10. 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.

~~31.12,~~31.11. The City cares about the well-being of all employees on and off the job and provides a comprehensive Employee Assistance Program ("EAP"). EAP 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

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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.

~~31.13.31.12.~~ In recognition of the importance ~~for~~of mental health well-being, the City shall offer shift employees 48 hours and non-shift employees 20 hours on a use-it-or-lose-it basis to promote well-being and wellness beginning after the ratification of this agreement, following the normal and customary personal leave time off procedures as referenced in Section 43.3. These paid hours must be used within the fiscal year in which they were earned or will be lost.

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ARTICLE 32: DISCIPLINARY ACTION

- 32.1. 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.
- 32.2. When an employee is alleged to have violated any ~~rule or regulation~~ policy, the employee shall be officially charged in writing by his supervisor, a Battalion Chief, Division Chief, Deputy Fire Chief, or the FC, within ~~45-90~~120 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 FC, or his designee, shall render a final disciplinary action within ~~45-90~~calendar days. The City and the Union may mutually agree to extend this period by up to 15 days for a total review period of up to 60 days.

- 32.3. Subject to the CM'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.

- 32.4. Employee suspensions without pay will not be served until at least 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.
- 32.5. The City agrees to furnish the Union with a copy of any written disciplinary action notice issued to any employee in the Bargaining Unit.
- 32.6. Employees shall receive copies of all documents filed in the employee's personnel folders in the FC's office or in the City's HR Department.

ARTICLE 33: PHYSICAL PLANT MAINTENANCE

- 33.1. The City will utilize non-unit personnel to maintain lawns and shrubbery at all Fire Stations.
- 33.2. The City will utilize non-unit personnel for the performance of custodial duties in the Fire Department Administrative Offices.
- 33.3. Unit members will continue to perform:
 - a. 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
 - b. 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.
- 33.4. 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

- 34.1. All unit personnel who are certified EMT must continue to ensure, as a condition of continued ~~employment~~employment, that their ~~current and valid~~:
- a. EMT ~~e~~Certification is maintained current and valid; and
 - b. All State of Florida related certifications ~~are maintained current and valid~~, including:
 - i. CPR ~~Certification~~Certification; and
 - ii. EVOC ~~Certification~~Certification; and
 - iii. Florida Ambulance Driver's Standards.
- 34.2. Effective October 1, 2022, all unit personnel who are certified and licensed as State Licensed Paramedics shall be paid a (7%) pay incentive above their base ~~pay~~ provided pay, as a condition of continued employment (except as provided in Section 34.6), 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:
 - i. CPR ~~Certification~~Certification; and
 - ii. EVOC ~~Certification~~Certification; and
 - iii. Florida Ambulance Driver's Standards.
 - c. Employees assigned as a ~~Captain~~Captain 105 and/or EMS Captain shall be paid an additional 10% assignment pay incentive above their base pay. Employees temporarily assigned for a minimum of six hours shall receive the 10% assignment pay incentive above their base pay for the remainder of that shift.
 - d. Employees assigned as a Rescue FF or Rescue LT shall be paid an additional 5% assignment pay incentive above their base pay. Employees temporarily assigned for a minimum of six hours shall receive the 5% assignment pay incentive above their base pay for the remainder of the shift.

34.3. The Fire Chief 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.

34.4. 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.

34.5. The Training Division will endeavor to schedule such re-certification courses (Section 34.4) 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.

~~34.6. 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 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, a~~All new hires shall be required to maintain their Paramedic licensure throughout their employment history with the City.

34.76 An employee's base salary will remain the same when there is a lateral move from the line to the bureau. New ranges/steps will be created if needed when this occurs.

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34.87 Employees assigned to non-shift will receive 5% incentive pay allowance, excluding employees assigned to non-shift due to FMLA, Workers Compensation, Administrative Duty, Light Duty etc.

34.98 Members assigned to the SWAT Medical Team (up to 6) will receive a \$1,000 annual incentive pay allowance pro-rated on a per pay period basis.-

34.9 Members assigned as Field Training Officers (up to 4918) will receive a \$1,000,000 annual incentive pay allowance pro-rated on a per pay period basis.

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ARTICLE 35: HOLD HARMLESS

- 35.1. The City agrees to incorporate by reference into this Agreement, the provisions of Florida Statutes 768.28(9)(a) as presently constituted or as may hereafter be amended by the state legislature.
- 35.2. 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 as a result of their employment for the following expenses, 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:

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- 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; and
- required telephone service for the purpose of emergency callback; and
- 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.~~

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ARTICLE 37: TRANSFER AGREEMENT

- 37.1. 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 years at such wages and benefit levels as they receive from the City at the time of transfer. The City shall give the Union 90 days written notice of such transfer. This provision shall apply only to this bargaining unit's personnel.
- 37.2. 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; and
 - 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~~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.

- 37.3. 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; and
 - b. be ~~cross-trained~~cross trained as a state certified firefighter and as a state licensed paramedic; and
 - 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; and

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

- 38.1. 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 FC) personal residences. Members will be relieved by the officer in charge at such time as their relieving members report for duty.
- 38.2. In the event of a hurricane or other unusual emergency ~~condition~~conditions, the City shall ~~provide for~~provide 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 FC or designee.
- 38.3. If emergency conditions require increased levels of staffing, the City shall have fold-away sleeping cots with blankets available for the extra personnel.
- 38.4. 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 for~~collecting contributions or ~~to contribute~~contributing to such mess.

ARTICLE 39: SERVICES TO THE UNION

- 39.1. 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; and
 - b. Specifically requested backup material on City Commission items; and
 - c. minutes of the commission meetings; and
 - d. proposed budget, final budget, budget statement, mid-year budget statement and recommendations, year-end financial statement; and
 - e. City-wide administrative orders and regulations and/or personnel policy procedures relating to Fire Personnel; and
 - f. Four copies of the ~~Rules and Regulations/Procedure Manual~~ Fire Rescue Department Policies and updates; and
 - g. Updates to the City Charter and Code of Ordinances.
- 39.2. Annually, the City shall provide each member eight hours of “use it or lose it” Union Time Pool leave to be donated to the Union Time Pool.
- 39.3. The Union Time Pool shall be used only for Union business by the Union President, or such individuals approved by the Union President.
- 39.4. Requests for time off utilizing Time Pool hours, as approved by the Union President, shall be entered, by 1200 hours the day before the time off requested. Union Time Pool requests shall be honored and charged on an hour for hour basis. Requests made after 1200 hours for unforeseen events shall be considered on a case-by-case basis.
- 39.5. 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.
- 39.6. The City will permit the Union President or his designee, plus not more than four additional members of the unit to attend, on City time, meetings in negotiation on the agreement between the City and the Union.
- 39.7. The City will permit the Union President or his designee, plus one 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 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.

- 39.8. 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.
- 39.9. The City will issue one 8½ x 11 sized copy of the printed Agreement to each member of the bargaining unit. The City shall then provide the Union with 25 additional printed copies and one PDF copy.

ARTICLE 40: MINIMUM STAFFING

- 40.1. 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 40.2.
- 40.2. All in-service rescue apparatus shall be staffed by three member crews which shall include at least two paramedics and one LT. All in-service engine companies shall be staffed by a minimum of three ~~members~~members, which shall include one CPT, one DE, and one FF. All in-service aerial apparatus shall be staffed by a minimum of two members, at least one of whom shall be a DE.

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

41.1. 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.

41.2. The HAZ-MAT team shall be appointed by the Fire 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 5% above their base pay as HAZ-MAT certification pay. No more than 50 employees may be paid this HAZ-MAT assignment pay, except that the FC shall maintain the discretion to seek funding for more than 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 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.

41.3. In order to receive HAZ-MAT certification pay, members must meet the following criteria:

- a. Members must attend and successfully pass the most current 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; and
- 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 FC and Union; and
- 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; and

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

- 41.4. Members wishing to attend any of the above courses and/or classes shall submit a written request to the FC. Upon approval by the FC, the City shall pay the costs of the above courses and/or classes per past practice.
- 41.5. Any HAZ-MAT certified personnel, who have not been regularly assigned to the HAZ-MAT Team by the Fire 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 5% HAZ-MAT assignment pay above their base pay for the remainder of that shift.
- 41.6. 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.
- 41.7. 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.
- 41.8. 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 FC 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**

- 42.1. Members shall be reimbursed at the standard state rate for all costs related to mandatory EMT, 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~~have been previously approved by the FC. Entry level FF 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 promotional materials or courses completed prior to date of hire. Any ~~employees, who~~employees who took advantage of the tuition reimbursement benefits provided in this ~~Article,~~Article shall be obligated to remain in the employ of the City for a minimum of 24 months following the conclusion date of any course for which the City has made payment. In the event any Employee shall voluntarily terminate his/her employment with the City prior to 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.
- 42.2. Members who are directed by the department to take classes or courses shall be reimbursed pursuant to current practice.
- 42.3. Members are eligible to be reimbursed for non-mandatory job-related coursework and books as determined by the FC or designee.
- a. Members shall be limited to a maximum total of \$3,000.00 each fiscal year for tuition reimbursement costs effective October 1, 2022.
 - 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 years of receiving such benefit, shall be responsible for reimbursing the City for the entire cost of the benefit.