

- e. The FC 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:
  - i. ~~In order to~~To be considered for reimbursement, all coursework must be approved in writing by the FC prior to beginning coursework; ~~and~~
  - ii. Members desiring reimbursement must submit a written request for approval from the FC; ~~and~~
  - iii. When a member completes the approved coursework, it is the member's responsibility to submit copies of grades and tuition receipts to the FC or designee for processing. The FC or designee will process the reimbursement without unduly delay barring any unforeseen circumstances. The reimbursement procedure for related courses will consist of the following:
    - 1. 100% reimbursement when a grade of "C-" or higher is earned; ~~or~~
    - 2. 0% reimbursement when a grade of "D+" or lower is earned; ~~or~~
    - 3. 100% reimbursement for a grade of "Pass" for pass/fail courses; ~~or~~
    - 4. 0% reimbursement for a grade of "Fail" for pass/fail courses; ~~or~~
    - 5. If the accredited institution only gives credit or no credit, a "Credit" grade will be accepted as satisfactory completion with 100% reimbursement; ~~or~~
    - 6. 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; ~~or~~
    - 7. 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**

- 43.1. Maximum comp time accrued will be limited to 93.2 hours; any time accrued in excess will be paid at the OT rate of pay. Employees shall not forfeit any accrued comp time.
- 43.2. "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.
- 43.3. Each calendar year, an employee may utilize up to 72 hours of sick leave as personal leave so long as the sick leave hours have been accrued prior to submitting the request for the leave.
- 43.4. Each year, shift employees will receive 48 hours of wellness leave and non-shift employees will receive 20 hours of wellness leave as referenced in Section 31.13. These hours must be used each fiscal year (Oct. 1<sup>st</sup> – Sept. 30<sup>th</sup>) or will expire every September 30<sup>th</sup>.
- 43.5. Comp Time, Personal Leave, and Wellness Leave requests shall be used in the following manner, unless otherwise stated above:
  - (a) pre-scheduled leave - must be utilized for a minimum of three hours; additional time must be used ~~in~~for one-hour increments; all requests must be entered into the electronic time-keeping system, Telestaff, at least 48 hours in advance; and the requested leave must be accrued prior to submitting the request; and
  - (b) requested un-scheduled 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 leave must be reported in the same manner as sick leave; unscheduled leave requests will be denied if the request creates the need for overtime pay.

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(c) requests by shift employees for utilization of comp time, personal leave, and wellness leave will be honored in the order they are received by the appropriate Chief and will be subject to the following limitations: one CPT, one LT, two DE and three FF. Thereafter, approval of additional requests for utilization will be at the discretion of the FC or his designee.

(d) Non-shift leave requests for time off will be honored in the order they are received by the appropriate Chief and will be subject to each divisions operational need as deemed necessary by the applicable Division Chief.

43.6. Comp time, blood time, personal leave, and wellness leave requests may be submitted no more than 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 comp time, personal leave and wellness leave requests that fall within the rank limitations defined in Section 43.5; and
- b. any additional pre-scheduled comp time, personal leave, or wellness 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.

43.7. Non-shift personnel, not including those who are assigned to a light duty assignment, will be given 10 hours of "Paid Time Off" each fiscal year (Oct 1<sup>st</sup>-Sept 30<sup>th</sup>) and must be used within the fiscal year accrued. Hours that are not used by Sept 30<sup>th</sup> will be lost. The use of these hours will follow the ~~procedures~~ asprocedures described in 43.5 and 43.6.

43.8. Before submitting a request for time off from duty, the employee must first have accrued the requested leave before it is available for use.

43.9 A member believing they have just cause for relief from duty due to an unforeseen emergency may request time off. The Battalion Chief or appropriate Division Chief shall grant said time off if at all possible, without seriously affecting the emergency operation of the Department. Immediately upon returning to work, the member shall

apply in writing directly to the Fire Chief or designee to have the leave classified as "Emergency Leave." Emergency leave shall be considered for a combination of unforeseen events which require a member's immediate attention while the member is on duty or when such events occur just prior to a scheduled duty tour so as to preclude the utilization of other remedies available to the member. If classified as Emergency Leave by the Fire Chief, the Deputy Chief or designee shall coordinate and schedule the time to be repaid in the following order:

a. The member shall utilize accrued leave; and ~~unrelated compensatory or bleed time.~~

b. At the convenience of the Department, any remaining time still owed after the first option listed above may be repaid by working an equal number of hours on the member's shift (i.e. Kelly Day, Vacation Day) or another shift occurring within thirty (30) days of the conclusion of the emergency at hand; and

c. Any remaining time still owed after the first and second option listed above shall be classified as "approved leave without pay".

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43.10 If leave is not approved by the Fire Chief or designee as "Emergency Leave", all time off may be considered "Approved Leave without Pay". Additionally, if the leave is not approved, that does not preclude the member from being in violation of Fire Rescue Department Policies, Absent from Duty or Reporting for Duty Late.

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## **ARTICLE 44: CAREER LADDERS**

### 44.1. Purpose and Process:

- 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 44.4 and 44.5 below will be immediately obtained when the candidate for advancements 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:
  - i. attains the rank of BC or higher; or
  - ii. separates from that ~~particular division~~ division of the fire department; ~~or~~
  - iii. completely separates from the fire department.

44.2. The following minimum requirements for each listed position must be met prior to the qualifying date for the appropriate Civil Service examination. After successfully passing the written examination, candidates will be required to complete a third party administered practical examination. For the purposes of this section, "experience" shall mean only that time spent in the City of Hollywood Fire Department, Operations ~~Division~~ Division, performing shift work, For all Driver Engineer Exams afterwards:-

a. Driver Engineer:

- i. three years' experience as a firefighter prior to the qualifying date of the exam; and
- ii. beginning calendar year 2027, candidates may receive the following additional points added to their minimum passing grade:
  - 1 additional point for having the State of Florida Pump Operator Certification at time of enrollment for the exam; and
  - 1 additional point for having the State of Florida Aerial Operations Certification (BFST703/ATPC703) at time of enrollment for the exam.

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~~a. A Practical Assessment Center will be added and administered by a Third Party vendor three years' experience as a firefighter.~~

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b. Fire LT—:

- i. one year experience as a DE prior to the qualifying date of the exam; and ~~and:~~
- ii. Beginning with the 2027 exam (or before): candidates may receive the following additional points added to their minimum passing grade;
  - 1 additional point for having State of Florida Certified Fire Officer I Certification at time of enrollment for the exam; and
  - 1 additional point for having the State of Florida Certified Fire Instructor 2 at time of enrollment for the exam; and
  - 1 additional point for having the State of Florida Incident Safety Officer Certificate at time of enrollment for the exam.

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~~For all Lieutenant Exams afterwards:~~

~~A Practical Assessment Center will be added and administered by a Third Party vendor.~~

~~b. one year experience as a DE; 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.~~

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~~c. CPT -- one year experience as Fire LT; 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 LT 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 year from their date of demotion in which to obtain a Florida State EMT certification or two 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.~~

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- ~~i. one year experience as a Lieutenant; and~~
  - ~~ii. Beginning with the calendar year 2027 exam (or before): candidates may receive the following additional points added to their minimum passing grade:
    - ~~• 1 additional point for having State of Florida Certified Fire Officer II Certification at time of enrollment for the exam; and~~
    - ~~• 1 additional point for having the State of Florida Certified Fire Inspector I at time of enrollment for the exam; and~~
    - ~~• 1 additional point for having the State of Florida Health and Safety Officer Certificate at time of enrollment for the exam.~~~~
- ~~For all Captain Exams afterwards:  
A Practical Assessment Center will be added and administered by a Third Party vendor.~~

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- ~~6:~~
- 44.3. Vacancies in an FPO I position shall be filled by employees meeting the following minimum requirements, upon the recommendation of the appropriate Deputy Chief and appointment by the FC. 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. Any line personnel with applicable certifications can be assigned to the fire bureau as a lateral move. Members who have successfully completed their initial firefighter probationary period and are in good standing with the~~

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Department, may request in writing via Chain of Command to the Fire Chief a transfer to the Division of Fire Prevention and Life Safety. When determining if an employee is in good-standinggood standing, the Fire Chief, or designee, shall consider such factors as employment attendance, disciplinary history, job performance, supervisory input, education, and other job-related factors. If said request is approved by the Fire Chief, the member will transfer at their current yearly rate of pay (minus all non-appropriate assignment incentives). If the member's current rate of pay is less than that of an "At Hire" FPO I, then the member's rate of pay will increase to the pay of an "At Hire" FPO I commensurate with the member's years of service as outlined within the CBA.

b. FPO I—experience as a fire fighter and/or DE; must attain certifications as a Broward County and State of Florida Fire Inspector within one year of appointment. All members transferring to the Division of Fire Prevention and Life Safety will enter at the rank of FPO I. The transferring membermembers will have the lowest seniority within the rank of FPO I among existing members of the Division of Fire Prevention and Life Safety but will maintain their overall seniority within the Department. Members requesting transfer to the Division of Fire Prevention and Life Safety must first possess a Broward County Board of Rules and Appeals (BORA) Fire Inspector card and also possess a State of Florida Fire Safety Inspector I certification prior to entering the Division. Both the BORA card and the State of Florida Fire Safety Inspector I certifications shall be current and not expired.

b.c. If at any time, the member wishes to transfer back to their previously assigned Division, they shall make such request in writing to the Fire Chief, and if approved, the member will be transferred back into their previously assigned Division at the last rank held while in that Division. If the member is eligible for a promotion within either the Operations, Logistic, or Training Division while currently working within the Division of Fire Prevention and Life Safety (e.g. Driver, Lieutenant, or Captain), they shall have the option to transfer to said position at their new rank within the appropriate Division at the rate of pay commensurate with that outlined within the current CBA.

d. 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 FPO 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.

~~e.~~ All members entering the Division of Fire Prevention and Life Safety will be subject to a one calendar year probationary period beginning upon their first day within the Division.

44.4. An FPO 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. ~~FPO II~~ two years' experience as a FPO I; and,
- ~~a.~~b. must maintain~~have maintained~~ Broward County, and State of Florida Fire Inspector Certificates; and,
- c. ~~to obtain the automatic advancement to FPO II, the candidate must already~~ be serving in the position of FPO I; and
- ~~b.~~d. Ssuccessfully complete the FPO II Taskbook~~Task book, which will~~ be assigned to an FPO I upon completion of their first year as an FPO I.

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44.5. 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 year ~~experience~~experience, shall fill vacancies within the Training Division. Selection shall be based upon a recommendation of the appropriate Division Chief and appointment by the FC. 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 FC a Company Officer shall comply with the following requirements:
  - i. Within three months of appointment obtain certification as an American Heart Association ("AHA") Cardiopulmonary Resuscitation ("CPR") Instructor; and

- ii. Within 18 months of appointment have a certification as a Florida Training Instructor; and
- iii. Within two 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.

44.6. 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. FPO 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;.

44.7. Members who are promoted in accordance with Sections 44.3, 44.4, and 44.5 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 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.

44.8. 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 FC or his designee. Denial of transfer request shall not be subject to the grievance procedure.

44.9. The parties recognize that all members holding the rank of "LT" or "CPT" are considered to be "Company Officers." To serve the needs of the department, the FC or his designee may assign any company officer to any apparatus.

44.10. 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 FC) 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 DE or combat LT 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**

- 45.1. 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 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.
- 45.2. 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 45.1. Light duty personnel shall work an administrative 40-hour work schedule designated by the FC.
- 45.3. 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.
- 45.4. Upon receiving a medical release back to full duty, non-shift personnel shall resume their normal work schedule.
- 45.5. 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.
- 45.6. 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~~conflicts with this provision, Article 28 - Pension Plan shall prevail.

- 45.7. 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 or 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**

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~~public at large. Accordingly, the City and the Union recognize HR-012 – Drug Free Workplace, effective August 4, 2025, and HR-038-City Vehicle Drivers Policies, effective July 18, 2024, and, as such, the City and the Union support the City’s policy for testing those individuals who are mandated to be tested under the guidelines of the City’s Policies in compliance with Florida Statute §440.101 – 440.102.

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~~46.1. 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.~~

~~46.2. 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.~~

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~~46.3. 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.~~

~~46.4. 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.~~

~~46.5. Being under the influence of alcohol and/or drugs while on duty, including lunch and break periods, is prohibited. "Under the influence" shall mean:~~

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~~a. use of alcohol while on duty; or~~

~~b. use of those amounts of drugs, alcohol, or controlled substances~~

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~~which test at levels which meet or exceed those set forth in Section 46.8 of this Article or, for those substances when no level is established in Section 46.8 which meet or exceed~~

the applicable legal limits.

~~46.6. 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.~~

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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 supervisors (rank of LT 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 FC 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).

46.7. 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;

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- 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.~~

46.8. ~~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 tetrahydrocannabinol-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:~~

<del>Drug/Metabolite Test</del>	<del>Screening Test</del>	<del>Confirmation</del>
<del>Amphetamines</del>	<del>1000 NG/ML</del>	<del>500 NG/ML</del>
<del>Cannabinoids</del>	<del>50 NG/ML</del>	<del>15 NG/ML</del>

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<del>Benzodiazepines</del>	<del>300 NG/ML</del>	<del>150 NG/ML</del>
<del>Cocaine</del>	<del>300 NG/ML</del>	<del>150 NG/ML</del>
<del>Methamphetamine</del>	<del>300 NG/ML</del>	<del>150 NG/ML</del>
<del>Methadone</del>	<del>300 NG/ML</del>	<del>150 NG/ML</del>
<del>Opiates</del>	<del>2000 NG/ML</del>	<del>2000 NG/ML</del>
<del>Phencyclidine</del>	<del>25 NG/ML</del>	<del>25 NG/ML</del>
<del>Propoxyphene</del>	<del>300 NG/ML</del>	<del>150 NG/ML</del>

~~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.~~

~~46.9. 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 FC'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 46.10, shall limit or foreclose the employee's right to grieve discipline or termination issued for an alleged violation of this article/policy.~~

~~46.10. 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~~

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~~utilize accrued leave during his/her period of rehabilitation. The last chance agreement shall include a provision for random drug testing for up to 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~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- a. fails to complete the entire rehabilitation program, including follow-up care, and/or
- b. 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.

46.11. A supervisor (rank of LT 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.

46.12. 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.

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~~46.13. 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 FC, in writing, no later than five calendar days following such arrest, charge or conviction.~~

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**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 – PROBATIONARY PERIOD**

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48.1 The standard probationary period for employees shall be:

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a. One year from the completion of the recruit training program, or

b. Six months from the date of promotion, or

c. Six months from the date the Fire Chief extends the probation. ~~due to exceptional circumstances.~~

48.2 Any Department member who cannot perform his or her assigned duties during a probationary period due to injury or illness shall have that probationary period extended for a period of time equal to that of the injury or illness. This provision will apply only to ~~absences~~ absences of more than six (6) duty shifts for shift members or ten (10) duty days for forty-hour (40) personnel.

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48.3 An employee who incurs 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 12 or six months is spent in a ~~probationary~~ probationary status.

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**ARTICLE 4849: DURATION OF AGREEMENT**

- 49.1. This Agreement shall be effective on October 1, ~~2022~~2025, and shall remain in full force and effect until September 30, ~~2025~~2028.
- 49.2. 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 48.1. In case of conflict, the specific Article provisions shall prevail.
- 49.3. This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other, in writing, by January 1, ~~2025~~2028, 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:
- a. a subsequently ratified replacement agreement; or
  - b. 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 \_\_\_\_\_, ~~2023~~2025.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
As to Local 1375

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

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_


**WITNESSES:**

\_\_\_\_\_  
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\_\_\_\_\_  
As to the City

**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**

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

APPENDIX IV – HR Policies

As provided in Article 5, the following Policies from the City's HR 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)

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