

COLLECTIVE BARGAINING AGREEMENT (CBA)

Between the
City of Hollywood



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



October 1,
20222025,
through
September 30, 20252028

Contents

ARTICLE 1: RECOGNITION 6

ARTICLE 2: PAYROLL DEDUCTION OF DUES..... 7

ARTICLE 3: NON-DISCRIMINATION..... 8

ARTICLE 4: PREVAILING RIGHTS 9

ARTICLE 5: ~~RULES AND REGULATIONS~~POLICIES 10

ARTICLE 6: WAGES 11

ARTICLE 7: OVERTIME 14

ARTICLE 8: CALLBACK PAY 23

ARTICLE 9: SICK LEAVE 25

ARTICLE 10: UNUSED SICK LEAVE 26

ARTICLE 11: SHIFT EXCHANGE 27

ARTICLE 12: BEREAVEMENT LEAVE 28

ARTICLE 13: HOLIDAYS AND HOLIDAY PAY 29

ARTICLE 14: VACATIONS 30

ARTICLE 15: WORKERS' COMPENSATION/SUPPLEMENTAL COMPENSATION 32

ARTICLE 16: APPENDICES AND AMENDMENTS 34

ARTICLE 17: SENIORITY 35

ARTICLE 18: HOURS OF WORK, KELLY DAY 37

ARTICLE 19: PROMOTIONS AND PROMOTIONAL PROCEDURES..... 38

ARTICLE 20: SAFETY & HEALTH	42
ARTICLE 21: VACANCIES – PROMOTIONS	46
ARTICLE 22: MANAGEMENT RIGHTS	47
ARTICLE 23: GRIEVANCE PROCEDURE AND ARBITRATION	48
ARTICLE 24: SAVINGS<u>SEVERABILITY</u> CLAUSE	53
ARTICLE 25: MANAGEMENT SECURITY.....	54
ARTICLE 26: CITY AND UNION REPRESENTATION	55
ARTICLE 27: SPECIAL LEAVE	56
ARTICLE 28: PENSION PLANS	58
ARTICLE 29: WORKING OUT OF CLASSIFICATION.....	68
ARTICLE 30: UNIFORMS AND LINENS.....	69
ARTICLE 31: HEALTH AND WELLNESS PLAN.....	70
ARTICLE 32: DISCIPLINARY ACTION.....	75
ARTICLE 33: PHYSICAL PLANT MAINTENANCE	77
ARTICLE 34: EMERGENCY RESCUE SERVICES & RESCUE ASSIGNMENT PAY	78
ARTICLE 35: HOLD HARMLESS	80
ARTICLE 36: EXPENSE ALLOWANCE.....	81
ARTICLE 37: TRANSFER AGREEMENT	82
ARTICLE 38: EMERGENCIES, FOOD & SUPPLIES.....	83
ARTICLE 39: SERVICES TO THE UNION.....	84

ARTICLE 40: MINIMUM STAFFING.....	86
ARTICLE 41: HAZARDOUS MATERIALS RESPONSE TEAM AND HAZ-MAT INCENTIVE PAY.....	87
ARTICLE 42: TUITION REIMBURSEMENT FOR EMPLOYMENT RELATED/REQUIRED CERTIFICATIONS AND DEGREE PROGRAMS	89
ARTICLE 43: TIME OFF FROM DUTY	91
ARTICLE 44: CAREER LADDERS	93
ARTICLE 45: LIGHT DUTY	98
ARTICLE 46: DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY ...	100
ARTICLE 47: EQUAL OPPORTUNITY	106
ARTICLE 48: DURATION OF AGREEMENT	107
APPENDIX I – GRIEVANCE FORM	109
APPENDIX II – BASE PAY SALARY SCHEDULES	110
APPENDIX III – CAREER LADDERS.....	111
APPENDIX IV – HR POLICIES.....	112

EMPLOYEE ORGANIZATION AGREEMENT

This ~~2022~~2025-2025—2028 Employee Organization Agreement (“CBA” or “Agreement”) is entered into by and between the City of Hollywood, Florida (“City”) and the Hollywood Professional Fire Fighters, Inc., Local #1375, International Association of Firefighters (“IAFF” or “Union”). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly, prompt and peaceful means of resolving any misunderstandings or differences that may arise, and to set forth 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 is engaged in furnishing essential public services that vitally affect the health, safety, comfort and general well-being of the public, and both parties recognize the need for continuous and reliable service to the public.

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

- 1.1. The City recognizes the Union as the exclusive Bargaining Agent for all employees in the Agreement with respect to wages, hours, and all other terms and conditions of employment.
- 1.2. The Agreement shall include the positions as described in the job specifications as Fire Fighters ("FF"), Driver Engineers ("DE"), Lieutenants ("LT"), Captains ("CPT"), and Fire Prevention Officers ("FPO") I, II and III. The Agreement shall exclude all Chief Officers and civilian employees.
- 1.3. Newly Created Positions:
 - a. ~~In the event that~~ new positions are created within the City, that such positions satisfy the criteria specified in Section 1.3(b), 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 ("PERC") to have those positions included in the IAFF Agreement. If the 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 1.3(a) above shall require:
 - i. the positions be created for certified ~~firefighter~~firefighters, emergency medical technicians, and/or paramedic personnel; ~~and that~~
 - ii. a substantial portion of the corresponding job responsibilities be based upon, but not limited to, the delivery of emergency and/or non-~~emergency~~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

- 2.1. 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 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 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~~written notice to the City within two calendar weeks after remittance is received on its behalf, with reasons stated therefore, that the remittance is incorrect.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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

- 3.1. 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 age, race, color, creed, national origin, sex, marital status, veteran's status, political affiliation, sexual orientation, gender identity, disability or religion. 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 arbitration procedure contained in Article 23 of this Agreement.
- 3.2. 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 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

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

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4.2. Any employee using this Article as grievance justification shall bear the burden of proof that such right, privilege or working ~~condition~~conditions existed prior to implementation date of this Agreement.

~~4.3. The rights set forth in this Article are not meant to interfere with, or abridge, the City's management rights provided in this Agreement.~~

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ARTICLE 5: RULES AND REGULATIONS POLICIES

- 5.1. ~~The parties have mutually agreed that Hollywood Fire /Rescue Department Rules and Regulations in effect on October 1, 2022 Policy 103.4, or mutually agreed upon after October 1, 2022, including the changes agreed to during negotiations for this Agreement, shall not be considered form a part of this Agreement, and shall not be amended or abridged except by mutual consent or as otherwise provided in this Agreement.~~
- 5.2. Any new ~~Fire /Rescue Department Rules or Regulations~~Policy that affect 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~~Policies shall form a part of the Fire ~~Rescue Department Rules and Regulations~~ and shall be governed by Section 5.1 above ~~Policy 103.4.~~
- 5.3. The ~~Fire Administration Chief or designee~~ shall have the ~~authority management right to create additional Rules and Regulations~~Policies that are outside the scope of Sections 5.1 and 5.2 ("~~New Rule(s)~~") and revise those ~~New Rules as determined in the sole discretion of the Fire Chief (or designee)~~Policies. If the Union contends that any ~~New Rule Policy~~ created by the ~~Fire Administration Chief or designee~~ conflicts with, or changes, or otherwise impacts upon the subjects referred to in Sections 5.1 and 5.2 or any other ~~a~~mandatory subject of bargaining, the Union shall have 14 days in which to ~~demand bargaining. The demand shall be provided in writing to the Fire Chief (or designee), and it shall explain the Union's position on why the New Rule Policy triggers impact bargaining and how it will impact employee wages, hours and/or terms and conditions of employment.~~file a grievance. The 14-day ~~filing~~period will begin when the Union President, or designee, officially signs or refuses to sign for the Union's copy ~~of the New Rule Policy(s).~~ In such a cases, the ~~New Rule Policy~~ shall not become effective until the conclusion of the ~~grievance and arbitration procedure~~impact bargaining process.
- 5.4. ~~It is understood that all discipline is subject to the just cause provision of this Agreement; therefore, if an employee is engaged in conduct not covered in these rules and regulations, he may be disciplined for just cause.~~

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5.4 ~~The parties have mutually agreed that certain City Human Resource Administrative~~
~~(“HR”) Policies which have been adopted by the Fire Chief and therefore become~~
~~Fire/Rescue Department Policy shall apply to bargaining unit members and form part~~
~~of this agreement subject to the provisions of Sections 5.2 and 5.3 above for any~~
~~such policies that affect wages, hours, or terms and conditions of employment.~~

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5.5. ~~These 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 5.2 and 5.3 of this~~
~~Article and specified in a Letter of Understanding.~~

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ARTICLE 6: WAGES

- 6.1. 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 FF 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.
- 6.2. 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~~anniversary his pay will remain the same or increase as determined by the years of service for that classification's salary levels.
- 6.3. 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 January 1, 2022~~2026, each level of base pay shall be increased by ~~344~~%; effective the first full pay period on or after October 1, ~~2023~~2026, each level of base pay shall be increased by ~~3.54~~%; and effective the first full pay period on or after October 1, ~~2024~~2027, each level of base pay shall be increased by ~~34~~%.
- ~~6.3.~~ ~~A one-time net premium payment of \$1,000 per member will be paid on the first full pay period after ratification of this Agreement.~~
- 6.4. Employees may be paid additional assignment/incentive pay as set forth in Section 6.5; Article 34: Emergency Rescue Services & Rescue Assignment Pay; and Article 41: Hazardous Materials Response Team and HAZ-MAT Incentive Pay, provided however, that no employee shall be paid more than a total of 27% in any combination of assignment/incentive pays above the employee's base pay, ~~exclusive of Rescue Assignment Pay as detailed in Section 34.2(d).~~
- 6.5. An employee's base salary will remain the same when moving laterally from shift to non-shift; new pay ranges and steps will be created for the pay tables when this occurs.

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6.5.

6.6. All degrees earned after July 9, 2013, must be from an accredited college or university, as recognized by the United States Department of Education ("ED"). However, final approval shall be as determined by the Fire Chief ("FC").

~~For those members who obtained a degree prior to October 1, 2025, the following shall apply:~~

~~At the employee's option, eligible members will receive one of the following City educational incentive payments:~~

- a. 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% increase to the employee's base pay; or
- b. 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
- c. 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% increase to the employee's base pay. Employees ~~who~~ who, prior to May 6, 2015, ~~were receiving,~~ received the 10% increase for

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a Master's Degree not listed herein, shall continue to receive the increase.

d. The FC, 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 FC's decision to accept or not accept another degree shall not be grievable under the grievance article of this Agreement.

e. 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 above Section 6.5 and for which a different standard is used.

6.6.—

~~For members who obtain a bachelor's degree on or after October 1, 2025, members will be eligible to receive the Educational Incentive Payment from the State Commissioner's Trust Fund (pursuant to F.S. 633.422) and the City will 3,05, and \$7,000 for members obtaining a master's degree match the incentive.~~

6.7. A member shall be entitled to recover, without penalty to the City, funds ~~due~~ due to 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.

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ARTICLE 7: OVERTIME

7.1. When it is necessary for the City to require employees to work ~~in excess of~~more than their regularly assigned shifts, such time worked shall be considered overtime (“OT”) and shall be paid for at the rate of 1.5 times regular rate of pay.

a. If a member utilizes sick leave for the shift/workday immediately preceding or immediately following an overtime workday, their overtime may be converted to regular straight time pay, to the extent permitted by FLSA. The only exceptions to this provision shall be when a member is mandatorily held over or utilizes approved FMLA leave, in which case overtime pay at one and one-half (1.5) times the regular rate shall remain in effect.

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

b. The FC, 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 FC, 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.

7.2. 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 OT 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: Callback Pay, shall not apply for early assignments.

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

7.4. Upon completion of a detail or an alarm after the change of the shift, a reasonable ~~period of time~~period, not to exceed 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.

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- 7.5. The City and the Union agree that the OT list used for offering OT assignments and extra duty work details shall be administered as follows:
- a. On January 1 of each year, members will be inserted into the OT list based on seniority, top to bottom from most seniority to least seniority, and each member's number of OT hours worked will be set at zero; and
 - b. As members work OT hours, the list will be adjusted based on the number of OT hours worked, top to bottom from the lowest number of OT hours worked to the highest number of OT hours worked; in the case of a tie, the member who worked OT more recently will be placed below the other member; if the OT worked most recently by both was on the same day, the member with the most seniority will be placed above the other member; and
 - c. "OT 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 FC, or his designee, shall determine whether a work assignment shall be considered an OT 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 OT assignments. OT 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 OT assignments will be determined by mutual consent of the Union and the FC; and
 - d. Routine OT assignments will be limited to 12 hours in duration; the duration of OT assignments that result from hurricanes or other extreme emergencies will be at the discretion of the FC; and
 - e. The City and the Union agree that, in addition to rank, OT assignments and extra duty work details may be offered based upon Emergency Medical Technicians ("EMT") certification, paramedic licensure, fire inspector certification and/or departmental HAZ-MAT certification; and
 - f. An employee is shall not be eligible for OT assignments which were that are created as a result of because of an the employee taking vacation. Further, an employee shall not be eligible for OT assignments cannot be earned on

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the same day a member is on vacation leave, unless at the sole discretion of the Fire Chief.

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7.6. In accordance with the provisions of the Fair Labor Standards Act of 1938 ("FSLA"), 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 21 calendar days for all members of the bargaining unit.

7.7. 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 wellness hours, 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~~ 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 OT assignments up to 10 calendar days prior to the date of said holiday.

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~~7.8.~~ 7.8 ~~The Fire Administration's overtime distribution policy and procedure shall not be altered, amended, or replaced unless mutually agreed upon in writing by both the Union and the Fire Administration. The City and the Union agree that the OT list used for offering assignments and extra duty work details shall be administered as OT policies and procedures as set forth below:~~

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a. The following policies and procedures shall apply to OT:

i. OT 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.

ii. 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 OT to BC 5 and/or BC 74. This shall be accomplished by completing an OT 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.

iii. Personnel needed for a foreseen OT 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 OT, except for recognized holidays, which shall be hired 10 days in advance.

- iv. — ~~Once a member is offered an OT assignment, the member will not be given the option of changing to another OT assignment that may become available after the member's election to take or forfeit the OT first offered.~~

- v. Exchange of times or shifts will not be permitted for members working an OT assignment. (i.e., one member cannot work OT for any other member, unless the other member has been mandatorily assigned to OT).
- vi. 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 OT list.
- b. OT Hiring Procedures General Rules:
 - i. Standard OT vacancies are 12-hour blocks.
 - ii. All OT hours are logged annually in a cumulative "bank" within the computerized system used to manage OT.
 - iii. OT hour banks reset to zero on January 1st every year. Mandatory OT banks do not reset.
 - iv. Lists to maintain the order of OT assignments ("OT Lists") will be maintained by rank: FF, DE, LT, CPT.
 - v. OT Lists are sorted by —
 - a) all OT hours worked (sorted least hours to most hours);
 - b) date of last OT worked;
 - c) seniority in rank.
 - vi. 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.
 - vii. If a member does not want to be considered for OT, the member may request placement on a "do not call" list.
 - viii. 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 CPT. A vacant Rescue Company Officer seat will be offered to a LT.

ix. _____ 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.

x. _____ If a vacancy cannot be filled after it has been offered to the appropriate rank, to prevent mandatory OT, the shift commander/BC will offer the vacant seat to another appropriate rank. For example, a vacant CPT seat will be offered to LT, 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.

xi. _____ If no one has accepted the OT in the time allotted, a member can still log into the computerized system used to manage OT and accept the assignment offered.

xii. _____ 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 OT, 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.

e. _____ Prescheduled OT: (Any vacancy identified from the shift prior up to 2200 hours the day prior):

i. _____ All "off duty" members will be eligible for OT and will be sorted and ranked in OT Lists based on hours of OT worked.

ii. _____ A BC will identify that there is a need for OT 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).

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- iii. ~~A prescheduled vacancy shall be said to have occurred after each seat has been filled with the appropriate rank. For example, CPT on Engine, LT on Rescue and Driver on Aerial or Engine.~~
- iv. ~~BCs shall stop the outbounding at 2200 hours.~~
- v. ~~A member who is offered OT will have the vacancy reserved for him/her for seven minutes. If not accepted within the time frame, the member can still accept the vacancy if the vacancy remains available.~~
- vi. ~~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 member — not shift dependent list):~~
 - i. ~~Least amount of OT:~~
 - a) ~~All shifts;~~
 - b) ~~Ranked Least to Most Hours;~~
 - c) ~~Zero hours at top of list~~
 - d) ~~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)~~
 - ii. ~~Seniority in Rank:~~
 - a) ~~Promotion Date~~
 - b) ~~Test Score~~
- e. ~~Unscheduled OT created by Sick Personnel (vacancy filled morning of shift):~~
 - i. ~~Any vacancies that become available after 2200 hours for the oncoming shift will be hired seat for seat using on-duty personnel.~~
 - ii. ~~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~~

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- _____prescheduled on an Engine would be moved to fill a vacant rescue officer seat, etc.
- iii. _____ A BC will identify that there is a need for OT 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).
 - iv. _____ 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.
 - v. _____ 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.
 - vi. _____ 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.
 - vii. _____ At 0730 hours, if the OT has not been filled, the BC will hire accordingly from the mandatory list.
 - viii. _____ 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 Rankings (Starts with off-going shift personnel and then moves to others):**
- i. _____ **Least amount of OT:**
 - a) _____ Off-going shift
 - b) _____ Ranked least to most hours.
 - e) _____ Zero hours at top of list
 - ii. _____ **Last Date of OT:**
 - a) _____ 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
 - iii. _____ **Seniority in Rank:**
 - a) _____ Promotion Date

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b) ~~Test Score~~

g. ~~Mandatory OT Eligibility List Ranking:~~

i. ~~Eligibility/Ordered List will be ranked based on the date that the last Mandatory OT was worked.~~

ii. ~~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.~~

iii. ~~Further tie breakers shall be based on seniority.~~

iv. ~~Members are unable to place themselves on a "Do Not Call" list for Mandatory OT.~~

v. ~~Regular OT _____ Mandatory OT a) • Billy = 12 hrs. Joe = 02/04/2020~~

~~_____ b) • Bob = 36 hrs. Bob = 05/04/2020~~

~~_____ c) • Joe = 64 hrs. Billy = 06/04/2020~~

h. ~~OT For Training Division Personnel:~~

i. ~~Personnel within the Training Divisions who regularly perform the related job functions of line personnel as determined by mutual consent of Local 1375 and the Fire Chief, and who work at least 40 weekly hours ("Eligible Training Personnel") shall be offered overtime and extra duty work details.~~

ii. ~~Eligible Training Personnel will be added to the prescheduled overtime (see Section 8(c)) opportunities list and will be slotted into the non-shift dependent list.~~

iii. ~~Eligible Training Personnel will be added to the unscheduled OT opportunities list (vacancies that become available after 2200 hours for the oncoming shift, see Section 7.8(e)). Any vacancies that become available as a result of vacancies created by sick personnel shall be offered to on-duty personnel and Eligible Operations and Training Personnel.~~

iv. ~~Eligible Training Personnel will be placed on the Mandatory OT Eligibility List (see Section 7.8(g)) with line personnel within the~~

~~Rescue/Combat Divisions. The same mandatory rules shall apply to Eligible Operations and Training Personnel, i.e., Eligible Training Personnel may not work more than 48 hours without 12 hours of time off.~~

v. ~~Both Parties agree that any voluntary or mandated overtime assignment will alter the normally scheduled start time to 8:00 a.m. on the day that the overtime assignment occurs so as to align with Rescue/Combat Divisions' start/end time.~~

ARTICLE 8: CALLBACK PAY

8.1. ~~Call Back~~Callback to Work While Off Duty:

- 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 FC or his designee, shall be paid a minimum of three hours pay at the OT rate (except as may be limited by Article 7: OT Section 7.1(a)). If the employee is required to stay beyond the three hours, he shall be paid at the OT rate for all additional time. If the period of callback time is for three hours or less and is contiguous with the start of a regular work schedule, the employee shall receive the minimum ~~call-back~~callback of three 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 FC or his designee, shall be paid a minimum of three hours pay at the OT rate (except as may be limited by Article 7: OT Section 7.1(a)), unless the callback is contiguous with the start of the employees shift. If the employee is required to stay beyond the three hours, he shall be paid at the OT rate for all additional time. If the period of callback time is for three hours or less and is contiguous with the start of a regular work schedule, the employee shall receive the following minimum hours at the OT rate before reverting to the straight time rate at the beginning of the employee's scheduled work:
 - i. Reporting 90 to 180 minutes prior to their regular work schedule -- three hours; or
 - ii. Reporting 30 to 89 minutes prior to their regular work schedule -- two hours; and/or
 - iii. Reporting 1 to 29 minutes prior to their regular work schedule -- one hour.

This graduated schedule of call back pay shall not apply to fire prevention officers during the performance of pre-scheduled early inspections, in which case they shall be paid on an hour-for-hour basis if it is contiguous with the

start of the employees shift.

- 8.2. 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 hours at the OT rate.
- 8.3. 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 hours at the OT rate, provided that the FC's Office is notified prior to the employee's appearance.
- 8.4. Where a witness or subpoena fee is received by a member for off-duty or on-duty appearance, such fee shall become property of the City, less travel fee.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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 hours pay at the OT rate and shall be in addition to any call back pay that may result from the provisions of Section 8.1(b). Call back pay for on-call inspectors shall commence when they are initially dispatched. If the inspector's "on scene" response time exceeds 60 minutes, then on call pay shall commence with the inspector's on-scene arrival.
- 8.8. ~~Any~~ On any day that is not a holiday, a Fire Prevention Officer who is assigned to be "on-call," shall be paid on-call compensation in the form of one hour of straight compensatory time for each day assigned on-call.

to progressive disciplinary action.

a. for purposes of this section, an 'occurrence' shall be defined as a continuous absence related to the same illness, injury, medical condition, or qualifying family care event, regardless of duration. Consecutive shifts or workdays missed for the same qualifying reason shall constitute one occurrence. For example, an employee absent for 48 consecutive hours / two shifts due to for the same event shall be charged with one occurrence. Likewise, a single event equating to a partial shift shall also constitute one occurrence.

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9.7 Members who complete thirteen (13) consecutive pay periods without the use of sick leave, excluding FMLA leave, usage shall be eligible to sell back up to twenty-four (24) hours of non-pensionable accrued sick leave at their straight-time rate of pay. If a bargaining unit member uses no sick leave for the immediately following thirteen (13) pay periods, the bargaining unit member has the option to sell back an additional twenty-four (24) hours of accrued sick leave.

a. To qualify, the employee must maintain a minimum sick leave balance of two-hundred eighty-eight (288) hours at the time of sell-back and may not reduce their balance below this threshold because of the sell-back.

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b. This incentive may be exercised no more than twice per year, for a maximum total sell-back of forty-eight (48) hours annually.

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ARTICLE 10: UNUSED SICK LEAVE

10.1. All employees terminating their employment with the City, for any reason whatsoever (voluntary or involuntary), or who elect to ~~cash-out~~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 10.2 and 10.3 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 20 or more years of service;or
- 40% -- members who separate with 10 or more but less than 20 years of service;or
- 20% -- members who separate with less than 10 years of service.

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

- a. members with less than 20 years of service shall receive payment for 80% of their unused sick leave for work related disabilities and 40% of their unused sick leave for non-work-related ~~disabilities;~~disabilities.
- b. members with 20 or more years of service will receive 80% of their unused sick leave for both work related and non-work-related disabilities.

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