Agreement

Between

City Of Fort Lauderdale

And

Local 765

Fort Lauderdale Professional Firefighters, Inc.

International Association of Firefighters AFL-CIO-CLC

EFFECTIVE OCTOBER 1, 2026 -- SEPTEMBER 30, 2027

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ARTICLE 1 - GENERAL

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

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

ARTICLE 2 - RECOGNITION

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

Bargaining Unit: For the purpose of this Agreement and the provisions herein contained, the Bargaining Unit shall consist of the following regularly classified personnel of the Fire Rescue Department**:** Firefighters, Driver-Engineer, Fire Lieutenants, Fire Captains, Fire Inspector Trainee, I, II, and Fire Safety Lieutenant and Fire Safety Captain. Excluded from this Collective Bargaining Agreement and from this Bargaining Unit are**:** Fire Chief, Deputy Fire Chief, Assistant Fire Chief, Division Fire Manager (*Deputy Chief), Fire Marshal, Assistant Fire Marshal, Division Chief, Battalion Chief (*Division Chief), Fire Commander (*Battalion Chief), Administrative Assistant, Administrative Aide, all clericals, Telecommunicators, part-time, seasonal and temporary employees and all like classifications.

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

*Represent working titles used by other Broward County mutual aid fire departments.

ARTICLE 3 - MANAGEMENT RIGHTS

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

A. To determine the organization of City government.

B. To determine the purpose of each of its constituent departments.

C. To exercise control and discretion over the organization and efficiency of operations of the City.

D. To set standards for service to be offered the public.

E. To manage and direct the employees of the City including the right to establish, modify, reduce or otherwise change work schedules or workweek, assign work and overtime, and to establish, modify or change rules and regulations applicable to employees covered by this Agreement.

F. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the City.

G. To suspend, demote, discharge or take other disciplinary action and impose sanctions for cause involving deficiencies in performance, conduct, or both.

H. To increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duties because of a lack of work or lack of funds.

I. To determine the location, method, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased or to be contracted out or subcontracted.

J. To determine the number of employees to be employed by the City.

K. To establish, change or modify the number, types, and grades of positions or employees assigned to an organization, department or division thereof or project.

L. To establish, change, or modify duties, tasks and responsibilities or requirements within job classifications in the interest of efficiency, economy, technological change or operating requirements consistent with Article 39, “Past Practices,” Article 33, “Injury Benefits,” and Article 51, “Productive Work and Work Assignments.”

M. Through the City Manager or designee, to enter into and administer Last Chance Agreements with the Union and bargaining unit members, and to enter into and administer any Memorandum of Understanding with the Union to memorialize an interpretation of any terms of this Agreement, result of impact bargaining, or other matter addressing any term or condition of employment for bargaining unit members that neither conflicts with, nor changes any express provision of this Agreement.

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

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

ARTICLE 4 - UNION RIGHTS

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

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

ARTICLE 5 - UNION DEDUCTIONS

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

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

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

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

ARTICLE 6 - UNION BUSINESS

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

Section 2 One (1) representative of the Union may investigate and process grievances during working hours at no loss in pay, and should the grievance proceed to Step 3 or above in the grievance procedure, up to two (2) members shall be allowed time off without loss of pay for this purpose. The grievant shall be permitted to attend all proceedings at no loss of pay if the meetings occur on a duty day.

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

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

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

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

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

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

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

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

ARTICLE 7 - GRIEVANCE PROCEDURE

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

Section 2 Should a grievance arise; there shall be an earnest effort on behalf of the parties to settle such grievance promptly. Grievances involving discipline shall follow the procedures established in Article 45 of this Agreement. All other grievances shall be processed in accordance with the following procedure.

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

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

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

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

In the event the grievance involves more than one (1) employee, the names of all aggrieved employees shall be provided in writing to the City no later than the date the grievance is submitted at this step. Any resolution of the grievance shall be limited to those employees named at the Step 3 meeting.

Section 3

A. The City and the Union hereby agree that this procedure and the arbitration procedure set forth in Article 48, "Arbitration", shall be the sole and exclusive method for interpreting and enforcing this Agreement.

B. For the limited purpose of this Article, a working day shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by the City.

C. The time limits set forth in this Article are to be strictly adhered to but may be lengthened or shortened by mutual agreement in writing.

D. Representatives of the City and the Union shall acknowledge receipt of grievances by signing and dating the form when presented or received.

E. Any grievance not advanced by the employee(s) to the next higher step within the time limits provided shall be considered settled on the basis of the answer most recently given. If the City does not answer a grievance within the time limits provided, the employees may elect to treat the grievance as denied at that step and immediately advance the grievance to the next step.

F. No action or matter shall be considered the subject of a grievance unless a written complaint is made within ten (10) working days of its occurrence or within ten (10) working days from the time the aggrieved employee(s) became aware or by use of reasonable diligence should have become aware of the cause for complaint.

G. Consistent with operational needs, a Union Steward shall be permitted to confer with the appropriate supervisor under the circumstances defined in Steps 1 and 2 above without loss of pay provided that the City may discontinue payment for such time in case of abuse by the Union Steward. A Union Steward shall report to the immediate supervisor when stopping work to process a grievance as requested by an employee(s) and shall be allowed to stop work in order to process a grievance as long as this is consistent with operational needs. The Union Steward shall report back to the supervisor, when ready to resume work. If a grievance involves more than one (1) employee, such employees shall designate not more than two (2) employees to represent the group and, with the steward, shall be permitted to confer with the appropriate supervisor in Steps 1 and 2 as provided above. An aggrieved employee(s) will be permitted to confer with representatives of City management as provided in the grievance procedure without loss of pay provided that the City may discontinue payment for such time if this privilege is abused.

H. In the event that the grievance involves a group of employees who do not have the same immediate supervisor, the grievance shall first be presented at Step 2 of this procedure. The subsequent steps of the grievance procedure as outlined in this Article shall then apply.

I. In the event that the grievance involves a group of employees who do not have the same Assistant Chief or Deputy Chief, the procedure shall start with Step 3.

J. In accordance with State law, the Union shall not be obligated to process a grievance of a non-member. If they choose to elect this option, the Union will notify the City at the time the grievance is filed at the second step of the grievance process.

K. The Union shall have the right to file grievances in the third step of the grievance procedure in any non-disciplinary matter involving the interpretation or application of this Agreement, provided however, that this right shall be strictly limited to those matters where the Union can factually demonstrate**:**

- that the matter is covered by a provision of the Agreement; and
- that the matter involves the interpretation or application of that provision; and
- the grievance does not seek to add to or subtract from any provision of the Agreement; and
- the subject matter of the grievance is general in nature, having application to a majority of the members of the Unit.

Section 4 If the grievance has not been satisfactorily resolved under this procedure, the City or the Union may proceed to arbitration as set forth in Article 48, “Arbitration”.

ARTICLE 8 - TRAINING STANDARDS

The City agrees that no employee hired as a firefighter will be allowed to staff firefighting apparatus (other than in a training capacity) until such employee has successfully completed the minimum standard training as prescribed by State Statute. In addition to the above, every effort will be made to provide additional training, before the employee is assigned to Operations duty in such subjects as hazardous materials, high rise firefighting, shipboard firefighting, aircraft firefighting, Emergency Medical Services, and diversity/sensitivity training.

Recognizing the need for additional training, the City agrees that every effort will be made to provide additional training. This training shall be prescribed by the Fire Chief, or designee, to meet training requirements deemed appropriate to expand knowledge, certain firefighting techniques, or both.

The City agrees to discuss with the Union after reasonable notice and at mutually agreeable times the need for additional training.

In the event the City hires a Firefighter/EMT, it is agreed that any Firefighter/EMT who is assigned to work in operations and was hired after October 1, 2022, shall be assigned as a third member of a three-person Medical Rescue Unit until the time they become a Paramedic signed off by the City of Fort Lauderdale. This provision will not prevent a Firefighter/EMT from working overtime or details in any capacity according to the terms and conditions of the CBA.

ARTICLE 9 - SENIORITY

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

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

Section 2 Departmental Seniority: Each employee will have seniority standing in the Fire Rescue Department equal to the employee's total length of service with the City of Fort Lauderdale Fire Department from most recent date of employment with the Fire Rescue Department.

Departmental Seniority shall be used in all cases involving reduction of personnel due to layoff and recall from layoff as provided below, demotion, or other legitimate causes.

In the event of a layoff, temporary, provisional and probationary employees shall be laid off in that order and before any permanent employee is laid off. Should the City deem it necessary to place full-time employees on a part-time status, to layoff regular employees, or both such adjustments shall be as follows**:**

1. Budgetary vacancies shall first be eliminated.

2. Regular employees shall be laid off in reverse order of the total of Departmental Seniority provided the employee has the physical and mental ability to perform the work available.

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

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

Classification Seniority shall be used in all determinations of vacation preferences, overtime replacement lists, and "Kelly Days" as provided for in Article 12 and station and apparatus preference as provided in Article 58 of this Agreement.

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

Section 5 Probation: A new employee shall be on probation for a period of twelve (12) months during which time the City will have the right to discipline, dismiss or retain the employee at its

sole and wholly non-arbitrable discretion. During the probationary period, the employee shall not accrue any seniority rights; however, upon the expiration of the probationary period, the employee shall be deemed a regular employee, and his/her seniority shall date back to the employee's most recent date of hire.

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

A probationary period may be extended upon mutual agreement by the parties.

Section 6 Loss of Seniority: An employee's seniority and employment shall terminate when an employee**:**

Section 6.1 Voluntarily resigns.

Section 6.2 Retires.

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

Section 6.4 In the event of recall to work, failure to report for work within fourteen (14) calendar days of the date of receipt of certified recall letter or failure to notify the City of the intent to return to work within five (5) calendar days of the date of receipt of said recall letter.

Section 6.5 Has not worked for the City for a period of two (2) years or upon being granted disability benefits by the Police and Fire Pension Board, whichever comes sooner. At the discretion of the Fire Chief, the employee may be granted an extension until the disability is accepted or denied by the Police and Fire Pension Board, if the employee's disability was placed on the agenda for the Police and Fire Pension Board 90-days before the 2-year limit. Such discretion shall not be exercised unreasonably.

Section 6.6 Failure to return from an authorized leave of absence within three (3) calendar days. However, nothing contained herein restricts lesser disciplinary actions.

Section 6.7 Is discharged.

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

Section 7 Bumping: In the event of a reduction in force causing the elimination of a promotional position, the least senior person in that promotional position shall have the opportunity to return to the last permanently held classification based upon Department-wide seniority. In the event that such a roll-back causes the bumping of a less senior employee in the lower rank, that person shall be processed in accordance with the lay-off provisions of this Article.

Section 8 In the event a management employee in the sworn fire service is laid off, demoted or does not successfully complete his/her probationary period in the promoted classification, the

employee shall have the right to return to the last permanently held classification based upon his/her seniority standing. In the event that such a roll-back causes the bumping of a less senior employee in the lower rank, that employee shall be processed in accordance with the layoff provision of this Article.

Section 9 Whenever seniority is used for determining comparative status between two (2) or more new employees, and a tie exists, the status shall be determined by the final Civil Service score as reflected in the City's eligible register for entry level positions in the bargaining unit. In the event of a tie in such scores, status shall be determined by the date the employee's application was received and time-stamped by the Human Resources Department.

ARTICLE 10 - OVERTIME PAY

Section 1 The parties acknowledge that the City has made an election of a twenty-one (21) day work period as permitted under Section 7(k) of the Federal Fair Labor Standards Act and that overtime must be paid at the rate of time and one-half (1-1/2) the regular rate of pay to employees of the Department, for all work actually performed in excess of one hundred fifty nine (159) hours in a twenty-one (21) day work period, which threshold shall be reduced to one hundred forty four (144) hours in a twenty-one (21) day work period effective with the work period that includes April 1, 2025. Such work shall be compensated at time and one-half (1-1/2) rate depending upon whether the employee actually works all scheduled hours in the applicable work cycle.

a. Twenty-four-hour shift personnel
Overtime shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay to employees assigned to twenty-four (24) hours on duty/forty-eight (48) hours off duty schedule for all time actually worked in excess of one hundred fifty nine (159) hours in a twenty-one (21) day work cycle, which threshold shall be reduced to one hundred forty four (144) hours in accordance with Section 1 above. With the exception of paid sick time, which is not considered hours actually worked, paid leave time shall be considered as time actually worked. Payment for overtime shall be made on the payday following completion of the work cycle adopted by the Fire Rescue Department.

b. Eight-hour shift personnel
Overtime shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay to employees assigned to an eight (8) hour shift schedule for all time actually worked in excess of forty (40) hours in a one (1) work week. With the exception of paid sick time, which is not considered hours actually worked, paid leave time shall be considered as time actually worked.

Section 2 Overtime Hiring Procedure

Section 2.1 Overtime will be scheduled using the overtime list. Employees assigned to Support Services, Training and Special Operations, EMS, or other day assignments, excluding Inspection Services, will be eligible for overtime on weekends and City defined holidays and considered as the "off-going" shift. During their regularly assigned work hours on scheduled workdays, day-assigned personnel shall be considered on-duty and unavailable for overtime. Inspection Services will maintain its own overtime list.

Section 2.2 An employee, at his or her option, may request in writing that his or her name be removed from or added to the appropriate overtime list. The initial list for each rank on an individual shift will be established based on seniority starting with the most senior employee. When a position needs to be filled, the employee at the top of the list will be offered the overtime. When an employee works twelve (12) or more hours of overtime, he/she will be moved to the bottom of the list.

Section 3 None of the provisions contained in this Article relative to overtime shall limit the City's sole and exclusive right to require any employee to work emergency overtime or to determine whether or not overtime is necessary for purposes of staffing.

Section 4 In the event an employee changes duty shifts, he/she will be inserted into the appropriate list on the new shift based on the date they last worked overtime. When a new employee is first placed on the list or when an employee is promoted, the employee shall be

placed on the appropriate overtime hiring list based on the date they last worked overtime. If all employees in the appropriate rank refuse, the Department may require someone to work or call in from the next rank according to procedures established for temporary upgrading. Said list shall be computed according to shift assignment and each rank individually categorized.

Section 5.0 The City's automated scheduling and timekeeping software may be used to hire personnel for the Operations Division and Special Details. The City agrees to work mutually with the Union to implement the automated hiring process.

Section 5.1 The following additional rules shall exist for the assignment of overtime**:**

A. All members shall place themselves on the overtime list via Telestaff. Members requesting to be placed on the overtime list for the following shift must sign up by 2000 hours. Members requesting to be placed on the overtime list for the next day must sign up by 2000 hours. (For example: A shift has 1 spot of overtime upon completion of transfers for the following shift, members who sign up by 2000 hours will be eligible for those openings. Members not given overtime at that time will remain on the list for sick call outs).

Overtime preparation and calling for hiring of personnel can be done prior to 0700 hours at the discretion of the Captains in charge of the overtime hiring. If contacted prior to the date of the overtime, then employee must make a decision to accept or refuse at that time (refer to F).

B. Station 2 Captains or Telestaff shall attempt to hire all overtime positions for the following shift upon completion of the board. Hiring shall occur for all positions under the minimum staffing number. Overtime notification will not be made after 2200 hours, unless deemed an emergency.

C. Individuals will have a choice for scheduled overtime to work 12 or 24 hours, or any other number of hours, depending on the operational needs of the Department. In the event both a 12 hour and 24-hour shift are available, the next person to be hired will be apprised of such and shall be given their choice between the 12-or-24-hour schedules.

D. All eligible employees will be on the overtime list. If an employee requests not to be called for overtime, such employee shall notify the Station #2 Captains and Union Shift Representative via e-mail, so the employee's request can be noted on the overtime list. However, if the employee decides in the future to be placed on the overtime list, they must send an e-mail to the Station #2 Captains and the Union Shift Representative, at such time they will be placed at the bottom of the list.

E. All Department personnel will be on two (2) established lists, Department Overtime and Special Details. Detail hiring will be in accordance with Article 61. All bargaining members will be added to the current list based on seniority, regardless of rank. Department overtime and hiring will be administered by Telestaff or Station #2 Captains.

F. All eligible personnel will be contacted. Notification shall be based on current position on the list, regardless if an employee is on vacation or Kelly Day.

G. Employees who are off on an Exchange of Duty are still eligible to work overtime, Special Details, and peak-hour assignments.

H. Notification will be made to the employee in the order on the list.

I. Upon promotion, all eligible employees will be placed in the appropriate overtime list for their shift and rank. Members last date of overtime will determine their place on the list.

J. Principal Union officers, authorized management personnel, and Captains assigned to Station #2, are the only authorized personnel to access, update, or change the overtime data.

K. Members on the off going shift will be given initial Overtime preference. If off going members cannot fill the remaining overtime positions, the progression of notification and hiring shall be as follows prior to mandatory of any member:

a. Firefighters:
    1. Firefighters
    2. Any rank based on the last date of overtime worked if such assignment aligns with operational needs.
b. Driver Engineer's:
    1. Driver Engineers
    2. All Upgrade Driver Engineers from current list or previous list.
c. Lieutenants
    1. Lieutenants
    2. Upgrade Lieutenants from current list or the previous list
    3. Captains
    4. Upgrade Captains on current list or previous list
d. Captains
    1. Captains
    3. Upgrade Captains on current list or previous list

The Union Executive Board shall investigate any and all allegations brought against one Union member by another in the management of the overtime hiring practices. If, following an investigation, it is determined that improprieties or mismanagement exists, such member shall be removed from the overtime hiring assignment, and the Union President or designee shall advise the Fire Chief to have any applicable assignment pay removed for such employee.

Section 5.2 Fire Prevention employees shall be placed on overtime list(s) exclusive to the Fire Prevention Bureau. Nothing in this listing, however, shall limit the right of the Department to involuntarily assign employees to overtime when necessary to accomplish the mission of the Fire Rescue Department. The structure or form of the call out or detail overtime list may be modified by mutual agreement between the Union and the City, which shall include the ability to establish a single list applicable to all Fire Prevention employees.

Section 5.3 Fire Inspector Standby Pay

An employee on standby pay who is not confined to his/her home or any particular place, but is required to leave word or a number where the employee may be reached, shall be paid as follows**:**

A. During the specified standby hours on any non-duty day, employee shall receive one (1) hour pay at the straight time rate for every eight (8) hours of standby.

B. During the specified standby hours on any duty day, employee shall receive one (1) hour pay at the straight time rate for every eight (8) hours of standby.

C. During the specified standby hours on any Holiday, employee shall receive one (1) hour pay at the straight time rate for every eight (8) hours of standby.

(i) A "non-duty day" shall be defined as any scheduled day off during a calendar week, excluding holidays.
(ii) A "duty day" shall be defined as any day during which the employee has already worked a full eight-or ten-hour day in his/her regular assignment.
(iii) A "Holiday" shall be defined as any Holiday recognized by this collective bargaining agreement.

An employee who is confined to his/her home or fixed location shall receive one and one-half (1-1/2) times the regular rate for time spent on Standby.

When an employee is summoned to return to work during the specified standby hours, standby pay shall not be paid, but the employee shall be paid Recall Pay as provided in Section 7.1, "Recall Pay".

If an employee on standby status cannot be reached or fails to report to work as directed, standby pay shall not be paid, and the employee shall be subject to appropriate disciplinary action. Such disciplinary action shall be subject to the grievance procedure.

The City will attempt to rotate standby status duty as equitably as possible amongst those employees within a particular work unit of performing the work required.

Section 6 The parties also recognize that the employees covered by this Agreement are subject to and covered by the provisions of the Fair Labor Standards Act and nothing in this Agreement shall be construed to be contrary to the provisions of that Act. The parties also understand, however, that nothing shall preclude the parties from negotiating and enforcing a benefit more generous than that provided by the Fair Labor Standards Act.

Section 6.1 The sick time exception will not be used during the period of time when the City of Fort Lauderdale declares a state of emergency.

Section 6.2 A Mandatory Overtime hiring procedure will be established to conform to the automated scheduling and timekeeping software once the overtime module is ready for activation. Union and Management will mutually work on a plan for implementation of the automatic process. The following guidelines will be used**:**

A. Management will notify any member who may be subject to mandatory as soon as practically possible. The members notified cannot leave the station until the vacancy(s) have been filled and released from duty.

B. Management will notify the Captains by 0700 hours the number of personnel required to be hired and what rank.

C. If at 0730 hours the vacancies have not been filled, the appropriate number of members on the mandatory hiring list for the appropriate rank will be notified that they cannot leave the station until the vacancy(s) have been filled. The member being held for mandatory overtime may not utilize an exchange of duty to avoid being held, unless the member working can work the mandatory overtime. These members will be eligible for overtime compensation for the amount of time they are held past 0800 hours to fill the vacancy.

D. In the event that all methods of attempting to fill vacancy(s) have been exhausted and the vacancy(s) have not been filled, the member(s) will be mandated to work. If a member is mandated to work, the following rules will apply**:**

i) A list of each rank by seniority will be maintained by Telestaff and updated based on new hires and promotions.
ii) The member that will be mandated to work must be on duty at the time of need.
iii) The least senior person on the list for the rank needed to be filled, that has not been mandated to work in that rank within the previous twelve (12) months, will be ordered to fill the vacancy(s).
iv) The sick time exception will not be applicable for mandatory overtime.
v) Mandatory Overtime shall be its own list and not affect the regular overtime.

Section 7 Recall Pay:

Section 7.1 Any recall of an employee outside of regular working hours shall be compensated at time and one-half (1-1/2) with a minimum payment of four (4) hours at time and one-half (1-1/2) the employee's regular rate of pay. This shall not apply to special details and training.

Section 7.2 The four (4) hour minimum call-in pay provision shall not apply in those instances wherein the employee is called back to work to rectify his/her own error or omission which cannot wait until the employee's next shift. In such instances, the employee shall be compensated for the exact hours worked at the appropriate rate.

Section 7.3 Employees working less than four (4) hours will receive a minimum payment of four (4) hours at the appropriate overtime rate.

Section 8 Non-emergency Overtime Operations Hiring Procedures:

Section 8.1 All upgrading will be done according to Article 22 of the collective bargaining agreement.

Section 8.2 Transfer Shifts: The individual's last day worked will carry over and be blended into the overtime hiring list of the newly assigned shift.

Section 9 Emergency Defined: An emergency shall be defined as a situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action.

Section 10 Changes to the overtime hiring process can be accomplished by mutual written agreement between the Union and the City.

Section 11 State or Federal Deployment Pay: The City recognizes the need to send mutual aid for State and Federal State of Emergency situations. Any time the City provides this assistance, all members used for this assistance shall be paid at a rate consistent with the rate paid by the respective State or Federal agency. This pay shall start at the time the employee reports to the assigned location for assigned deployment duties and end when the employee is relieved by a Chief Officer upon return. Overtime will not be paid for normal work hours scheduled during the deployment. Kelly days and vacation days will be paid at one and one half the employee's regular rate of pay.

ARTICLE 11 – PROMOTIONAL EXAMINATIONS

Section 1.0 Administration**:**

Section 1.1 Promotional examinations (Driver-Engineer, Fire Lieutenant, Captain/Fire Safety Captain, Assistant Fire Marshal, and Battalion Chief) shall be administered by the Human Resources Director or his/her designee as follows**:**

> Examinations for Driver-Engineer, Fire Lieutenant, and Battalion Chief shall be administered in odd years and shall be effective for a period of twenty-four (24) months beginning with the January 1st of the even year following the odd year in which the exam is administered.
>
> Examinations for Fire Captain and Fire Safety Captain and Assistant Fire Marshal shall be administered in even years and shall be effective for a period of twenty-four (24) months beginning with the January 1st of the odd year following the even year in which the exam is administered.

All examinations shall be constructed utilizing a content validity methodology.

In the event that such promotional list is depleted prior to its expiration date, the Fire Chief will request that the Human Resources Director or his/her designee administer a new promotional examination.

All experience, college education, and training requirements must be completed no later than December 10 of the year the exam is administered. Candidates who do not provide documentation of completion of all college education and training by December 10 of the year the exam is administered will not be included on the promotional list.

The registers for all promotional lists will be posted as soon as the registers are finalized and may be used for temporary upgrading, but not promotions until the following January 1st.

Section 1.2 Tests for positions listed in Section 1.1 of this Article shall be administered within sufficient time limits to enable the new promotional list to be certified.

Section 1.3 Closing date of applications for such promotional examinations shall not be less than forty-five (45) calendar days from the date of initial announcement of examination and not less than ninety (90) calendar days when test reference material, not including departmental standard operating procedures (SOPs) and rules and regulations, is revised or changed. All sources of information used for written examinations shall be published and made known to promotional candidates at the time of initial announcement.

Section 1.4 No relative standings of a promotional register shall be made known to any individual candidate for promotion prior to the establishment of the register.

Section 1.5 Upon completion of a written promotional exam session for a position in the Bargaining Unit the test answer sheets shall be photocopied, signed or initialed by a Union representative, if available, placed in a sealed envelope, and the test administrator and a Union representative shall initial and date the sealed envelope. Such envelope shall be utilized in the event there is a question regarding the scoring of the candidates' answer sheet and shall be maintained during the life of the appropriate promotional register.

In the event a Union representative is unavailable the sealed envelope will be initialed by the test administrator.

Section 2.0 Promotional Examinations: Promotional examinations for classifications included in the certified Bargaining Unit shall consist of the following**:**

Section 2.1	**Driver-Engineer**	
	(1) Written Examination (qualifying)	40%
	(2) Performance Test	60%

Section 2.2	**Fire Lieutenant**	
	(1) Written Examination (qualifying)	50%
	(2) Assessment Exercise	50%

Section 2.3	**Fire Captain/Fire Safety Captain**	
	(1) Written Examination (qualifying)	50%
	(2) Assessment Exercise	50%

Section 2.4	**Battalion Chief/Assistant Fire Marshal**	
	(1) Written Examination (qualifying)	40%
	(2) Assessment Exercise	60%

Upon submitting an application for a promotional examination for a Bargaining Unit classification, the Human Resources Department shall provide the applicant with proof of receipt of such application via the automated application tracking system notification process. It shall be the applicant's responsibility to keep such receipt as proof of submission of his/her application.

Section 3.0 Rating Written Examinations: Appropriate scientific techniques and procedures shall be used in scoring and evaluating the results of examinations and in determining relative ratings of the competitors. Examinations will be given and graded in accordance with a passing score of sixty percent (60%) of the highest raw score, provided however that a flexible passing point may be established if that methodology results in a larger number of passing scores and that candidates will still be required to achieve a weighted score of at least seventy percent (70%) overall in order to be eligible for promotion. The Union will designate an employee to monitor and observe the process for establishing the flexible passing point. However, such employee must not have been a participant in this written examination. Raw scores shall be expressed on a ranking scale of zero (0) through one hundred (100) with one hundred (100) representing the maximum passing raw score and sixty (60) representing the minimum passing raw score.

Section 4.0 Test Review Procedures: When a promotional examination is administered in which the first qualifying portion of the selection process is a written examination, the following test review procedures shall be followed**:**

Step 1 Prior to notifying candidates of the results of the written examination, two (2) group test review sessions shall be conducted to permit all personnel

who took the examination to attend, but no person shall be permitted to attend more than one (1) review session. Candidates shall inspect the written examination, their answer sheet and answer key at this session and shall have three (3) working days after the test review session to substantiate in writing to the Human Resources Director or designee any claims of error or appeals in the test. The Human Resources Director or designee shall seek advice or counsel of subject matter expert(s) when a claim concerns examination question(s) which are of a technical nature and if such advice is sought, the Union will be notified accordingly. The Human Resources Director or designee shall consider all claims of error and shall render his/her decision which shall be final and binding without further recourse, unless such decision is arbitrary or capricious.

Step 2 Upon the completion of Step 1 above, a list shall be established and posted containing the names of those who passed. Candidates shall have one (1) working day from the date of their personal inspection of the test papers to substantiate any claims of error in the grading of the examination.

No oral examination or further portions of the selection process shall be given until the appeals filed have been answered.

Step 3 Candidates, once placed on the promotional register, shall have the opportunity to review their test papers at a scheduled review session within ten (10) days of mailing notice of establishment of the register. Candidates shall have one (1) working day from the day of their personal inspection of the test papers to substantiate any claims of error in the grading of the examination to the Human Resources Director or designee.

Section 5.0 Driver-Engineer Performance Test:

Section 5.1 The examination for Driver-Engineer shall be administered by the Human Resources Director or his/her designated representative and Fire Chief or designee following the format of the Fire Rescue Department's Driver-Engineer testing procedure. The City will video the performance examination.

Section 5.2 Promotional candidates who achieve a grade of sixty percent (60%) or above on the written portion of the examination shall be eligible to take the performance test provided in this Article. A performance test score of sixty percent (60%) or above must be attained for the successful completion of the performance test. Upon successful completion of the performance test, candidates will be ranked on the promotional register according to their overall, weighted score, which must be at least seventy percent (70%). Performance test scores shall be added to the written examination score in accordance with the weights provided for each part to determine a combined score from which a promotional register can be established.

Section 5.3 The performance test shall be practical in nature and in accordance with the Standard Operating Procedures of the Fort Lauderdale Fire Rescue Department. Automatic failure of the performance test shall occur if a hose line that is supplying water to an apparatus nozzle or other firefighting device is not under apparatus pump pressure or the safety of the personnel or equipment is jeopardized, and at that time, the evolution may be stopped by the

authorized testing personnel. It shall be assumed that all hose lines are staffed. The Fire Chief or designee shall have the final decision on the term "unsafe". The performance test shall have one (1) or more exercises with a time allotment. A verbal review of the performance test will be held upon completion of the performance test and before the promotional register is established.

A Union representative, utilizing Union time pool, may observe the performance test.

Section 6.0 Assessment Exercise: Promotional candidates who achieve a grade of sixty percent (60%) or above on the written portion of the examination shall be eligible for the assessment exercise(s) provided in this Article and, if the candidate achieves an overall, weighted score of at least seventy percent (70%), be ranked on the promotional register. The assessment exercise score shall be added to the written examination score in accordance with the weights provided for each part to determine a combined score from which a promotional register can be established.

Section 7 Preference Points:

All candidates with an overall passing score of seventy percent (70%) or higher shall be awarded preference points calculated as of the closing date for applications as provided below:

A. Veteran's Preference Points shall be added to the passing score of eligible employees in accordance with Florida Statutes. For information regarding eligibility for Veteran's Preference Points, please contact the Florida Department of Veterans' Affairs at: 1-727-518-3202, or Veterans Benefits Administration National Call Center at 1-800-827-1000.

B. Service credits for positions in the Bargaining Unit shall be added to the passing score of employees for continuous City service which shall be computed as follows**:** one-fourth (1/4) of one (1) point shall be added for each full year of uninterrupted service for the first ten (10) years of service and one-half (1/2) of one (1) point for the remaining years up to a maximum of twenty (20) years of service. All such continuous City service must have been accumulated by December 10 for which the applicable promotional examination will be administered.

C. After all applicable Preference Points are added to the passing score, the candidate's score shall be rounded off to the nearest tenth of a point. This score shall comprise the final promotional score which shall establish the candidate's rank on the eligibility list. Eligible applicants attaining the same score shall have the same rank on the eligibility list.

D. Preference points will be added for an Associates, undergraduate or higher degree from an accredited university or college in any field of study, and in addition a satisfactory or higher overall performance evaluation for the previous two years at the close of the employment announcement for which the applicable promotional examination will be administered.

    a. 1 point for an Associate's Degree or
    b. 2 points for a Bachelor's Degree or
    c. 3 points for a Master's Degree

E. Promotional candidates testing for Captain, three (3) preference points will be added for being either a promoted Driver-Engineer off probation or promoted Fire Lieutenant off

probation for a maximum of three (3) points. An additional two (2) points will be added if the candidate is a promoted Fire Lieutenant off probation and was previously a promoted Driver-Engineer off probation for a maximum of five (5) points.

F. Promotional candidates testing for Fire Lieutenant, three (3) preference points will be added for being a promoted Driver-Engineer off probation.

Section 8.0 Filling of Vacancies:

Section 8.1 Rule of Five (5) Scores: Upon receipt of an approved requisition for an eligible to fill a vacancy, the Human Resources Director or designee shall certify to the Fire Chief, or designee, the names of the eligible candidates on the list for the class who qualify in the top five (5) ranks. The Fire Chief, or designee, shall select from the list of five (5) ranks certified. If less than five (5) names are certified to the Fire Chief or designee, the Chief or designee, may declare the list depleted and request a new eligibility list. Nothing in this Article shall limit the Fire Chief's, or designee's, sole and exclusive right to interview the eligible candidates certified.

An employee in an Operations classification who successfully demonstrates a sufficient level of competency, as determined by the Fire Marshal, to be classified as a Fire Inspector II will be eligible for consideration for transfer to the Fire Prevention Bureau as a Fire Inspector II. If transferred, the employee shall be assigned to the Fire Inspector II pay step which most closely approximates his/her current rate of pay or shall remain in the Operations classification for pay purposes, until appointed to an Inspector classification with a pay step providing an equal, or higher rate of pay.

If an employee is promoted and the effective date of the promotion is within three (3) months of the anniversary date for Performance Evaluation purposes (where an actual pay increase is normally warranted and possible), such fact shall be taken into consideration, provided that the employee's supervisor agrees that the employee would have been rated at least satisfactory, and the promotional as provided shall be adjusted by an additional amount of approximately a five percent (5%) increase but not to exceed the maximum of the range to which promoted.

Section 8.20 Expanded Certification for Affirmative Action:

The purpose of this Subsection is to provide the Fire Chief, or designee, with the necessary flexibility to achieve the goals of the City's Affirmative Action Plan. It is intended to be a temporary measure and does not guarantee employment or promotion of minorities, women or both. It provides the Fire Chief, or designee, with guidelines and an increased opportunity to appoint qualified minority group members, women or both where promotional goals have been established in the City's Affirmative Action Plan. This Subsection can only be applied when the Departmental goals have been adopted under the City's Affirmative Action Plan.

Section 8.21 The City shall be limited to a total of two (2) certifications in the Fire Captain and Fire Safety Captain classifications utilizing the expanded certification provisions in this Section for the term of this Agreement. Such action may be taken in order to achieve Departmental promotional goals for minorities, women or both based on the City's Affirmative Action Plan as amended from time to time. In such cases, this Subsection allows modification of the usual selection procedure by permitting certification of additional eligible minority candidates, female candidates or both, if available, who meet the criteria prescribed in this Subsection.

Section 8.22 When it is determined that utilization of this Subsection is appropriate, a formal request from the Fire Chief, or designee, approved by the Human Resources Director or his/her designee, must be submitted to the City Manager. Upon approval by the City Manager, the Human Resources Director or designee will certify all eligible candidates on the list for the class within the targeted group(s), in addition to candidates certified in the top five (5) ranks, and an eligible shall be appointed. Utilization of an Expanded Certification does not require selection of any candidate within the targeted group.

Section 8.23 When multiple vacancies for one (1) job classification are requisitioned by the Fire Rescue Department, the Expanded Certification procedure shall be applied on a single vacancy basis. The five (5) highest scores plus all eligible candidates on the list for the class falling within the targeted group(s), if available, will be certified for only one (1) vacancy and an eligible shall be appointed.

Prior to filling the next or additional vacancies, a review will be conducted to determine whether applicable Affirmative Action goals have been achieved. The Expanded Certification procedure may be continued or discontinued for the next vacancy in the Fire Rescue Department based upon a request by the Fire Chief, or designee, and with the approval of the Human Resources Director or designee and the City Manager. This process will continue until all multiple requisitioned vacancies are filled.

Section 8.24 After consultation with Human Resources Director or designee, the Fire Chief, or designee, may request authorization to utilize this Subsection as to any Fire Captain or Fire Safety Captain appointment in order to achieve Departmental Affirmative Action goals. All such requests must be approved by the City Manager. The request will contain the following information**:**

A. The Affirmative Action goals applicable to the job classification, category or both.

B. A statement from the Human Resources Director or designee that if the Expanded Certification procedure is not utilized there will be an absence of minorities, females or both located in the portion of the eligibility list (top five (5) ranks) that would ordinarily be certified to the Fire Chief, or designee.

C. The name, rank, sex and minority group of each additional eligible candidate to be certified pursuant to this Subsection.

Section 8.5 The Expanded Certification procedure may not be utilized:

a. In the absence of an established Departmental Affirmative Action goal.

b. When sufficient minority group members, females or both are ranked at a certifiable level on the eligibility list for the job classification, category or both in question.

c. When there is an absence of minorities, women or both on the eligibility list.

Section 9.0 Eligibility for Positions Within the Bargaining Unit:

Section 9.01 To be eligible for any promotional exam, the candidate must possess a current valid State of Florida Class E license.

Section 9.1 Driver-Engineer:

A. Two (2) or more continuous years as a Fort Lauderdale Firefighter or a Fire Inspector I, and

B. Completion of the Driver-Engineer training program sign-off for the current promotional posting conducted by the Fire Rescue Department Training Bureau, and

C. All employees placed on the Driver-Engineer eligibility list are required to assume Driver Engineer duties when assigned, and

D. State of Florida Apparatus and Pump Operator Certification; and

E. If hired after October 1, 2021, must have been signed off to operate as a paramedic for at least twelve (12) months.

Section 9.2 Fire Lieutenant

A. Four (4) or more continuous years of service as a Fort Lauderdale firefighter; or

B. Three (3) continuous years of service as a Fort Lauderdale firefighter and possess an Associate's Degree or higher in any field of study from an accredited university or college.

C. If hired after October 1, 2021, must have been signed off to operate as a paramedic for at least twelve (12) months.

Section 9.3 Fire Captain:

A. Must have successfully passed a Fort Lauderdale Driver-Engineer promotional examination or Fort Lauderdale Lieutenant promotional examination, and

B. Must have completed the Florida State Fire College curriculum for Fire Officer I and possess a Fire Officer I or higher certification, and

C. Six (6) or more continuous years of service as a Fort Lauderdale firefighter; or

D. Five (5) or more continuous years of service as a Fort Lauderdale firefighter and possess an Associate's Degree in any field of study from an accredited university or college; or

E. Four (4) continuous years of service as a Fort Lauderdale firefighter and possess a Bachelor's Degree or higher in any field of study from an accredited university or college.

F. If hired after October 1, 2021, must have been signed off to operate as a paramedic for at least twelve (12) months.

Section 9.4 Battalion Chief

A. Two (2) or more continuous years of service as a Fort Lauderdale Fire Captain; and

B. Possess a Bachelor's Degree or Master's Degree from an accredited college or university with major course work in fire science, business or public administration or related field; and

C. If hired after October 1, 2021, must have been signed off to operate as a paramedic for at least twelve (12) months.

Section 9.5 Fire Inspector I:

A. Have graduated from an accredited high school or possess a G.E.D. certificate, and

B. Possess a current valid Firefighters Certificate of Compliance issued by the State of Florida, and

C. Have an acceptable driving record and possess a valid Florida Driver's License or be able to obtain one within thirty (30) days of employment, and

D. Possess a current State of Florida Fire Safety Inspector I certification and the Broward County Board of Rules and Appeals (BORA) Fire Inspector certification as a Fire Inspector.

Section 9.6 Fire Inspector II:

A. A combination of two (2) or more continuous years in either the Fire Prevention Bureau as a Fire Inspector I or the Fire Operations Division as a State of Florida Fire Safety Inspector I and Broward County Board of Rules and Appeals (BORA) certified fire inspector, and

B. Possess the State of Florida Fire Safety Inspector II certification, and

C. Must demonstrate a sufficient level of competency and productivity, as determined by the Fire Marshal, in such areas as:

a. New Construction inspections
b. Hi-rise Inspections
c. Fire Investigations
d. Public Education
e. Plan Review

Section 9.7 Fire Safety Captain:

A. Must be classified as a Fire Inspector II, and

B. Five (5) or more continuous years as a State of Florida Fire Safety Inspector I and Broward County Board of Rules and Appeals (BORA) certified fire inspector or
C. Four (4) continuous years as a State of Florida Fire Safety Inspector I and Broward County Board of Rules and Appeals (BORA) certified fire inspector and have completed the Florida State Fire College curriculum for Fire Officer I and possess a Fire Officer I certification or a one (1) year certificate for Fire Science, or
D. Three (3) continuous years as a State of Florida Fire Safety Inspector I and Broward County Board of Rules and Appeals (BORA) certified fire inspector and possess an Associate's Degree or higher from an accredited university or college in any field of study.

Section 9.8 Assistant Fire Marshal:

A. Two (2) or more continuous years of service as a Fort Lauderdale Fire Safety Captain in the Fire Prevention Bureau; and
B. Possess a Bachelor's Degree or Master's Degree from an accredited college or university with major course work in fire science, business or public administration or related field.

Section 10.1 Notwithstanding the provisions of this Article, qualified bargaining unit members may apply to take examinations for bargaining unit positions that are equal to or lower than their current pay range.

Section 10.2 An employee appointed under the provisions of Section 10.1 of this Article to a classification with a lower pay range will receive a pay step reduction of approximately 5% except that under no condition shall the employee exceed the maximum of the range.

Section 10.3 The effective date of the appointment to a classification with a lower pay range shall become the employee's new anniversary date for merit increase consideration. If the effective date of the appointment is within two (2) months of the anniversary date for performance evaluation purposes where an actual pay increase is normally granted and possible, such fact shall be taken into consideration provided that the employee's supervisor agrees that the employee would have been rated at least satisfactory. The decrease provided in Section 10.2 above shall be adjusted by an additional two (2) steps upward, but not to exceed the maximum of the range to which demoted.

ARTICLE 12 - HOURS OF DUTY

Section 1 Operations (24 Hour Shift Personnel): The average weekly hours of duty, other than hours which members may be summoned or kept on duty because of conflagration or other major emergency, shall not exceed forty-eight (48) hours for employees assigned to the Operations Division.

Section 1.2 A twenty-one (21) day, three (3) platoon rotating cycle of twenty-four (24) hour continuous tours of duty, with one (1) normally scheduled tour of duty ("Kelly Day") off every seventh (7th) shift will be maintained for the life of this Agreement. "Kelly Days" shall be scheduled on the basis of seniority by rank and time in grade for each platoon on an annual basis on or about October each year. After the initial selection, if it is necessary to adjust the "Kelly Day" designation, such adjustment shall be made by the Deputy Chief of Operations in order to balance the number of employees off on any given day. In the event of an intra-shift balancing of personnel, the Deputy Chief of Operations shall, in his/her sole discretion, determine the day from which the balancing shall occur. Once that day is selected, the Deputy Chief of Operations or his/her designee shall make a reasonable effort to offer selection to the senior employees in the affected rank on that day.

Section 1.3 In the event that there is a "Kelly Day" vacancy due to retirement, termination or for any other reason, the Assistant Chief may, at his/her sole discretion, approve an employee's request for a one-time "Kelly Day" exchange. There can be no permanent exchange of "Kelly Days" due to employee requests after the annual initial selection.

Section 1.4 Nothing in this Article is intended to limit the City's sole and exclusive right to adjust the "Kelly Day" schedule in order to balance the number of employees off on any given day.

Section 1.5 The Fire Chief, or designee, may adjust Paramedic's and EMT's Kelly days and vacation days in order to balance the number of Paramedics and EMT's off. When making such adjustment, preference will be given to the most senior qualified employee, whenever possible.

Section 1.6 The Fire Chief, or designee, shall allocate a certain number of Paramedic and EMT slots to ensure a balance in the number of such employees off on a given day.

Section 2.1 Non-Operations (Non-Shift Personnel): The normal workweek for an employee assigned to non-Operations work shall consist of forty (40) hours per week which may be interrupted by an unpaid lunch period.

Section 2.2 Non-Shift Personnel shall be allowed one (1) necessary relief or rest period per one-half (1/2) shift (workday) provided**:**

1. The time and length of break is determined by the Fire Chief, or designee, or with the understanding that the employee shall receive no more than fifteen (15) minutes.

2. The granting of the break does not adversely affect or interfere with the operation of the City or the service to the public.

3. Combining two (2) daily breaks into one (1), thirty (30) minute break is not permitted.

4. Using breaks to lengthen lunch hours, to cover tardiness or to leave work early is not permitted.

5. Accumulating breaks from day to day is not permitted.

Section 2.3 Non-Shift Personnel shall be granted a lunch period of thirty (30) minutes which shall be without pay.

The scheduling of lunch periods shall be determined by the Fire Chief or designee to meet the demands of the Department. The parties are aware of the operational requirements of the Department and that in some instances an employee(s) may not be granted a lunch period.

Section 2.4 At the City's sole discretion Non-Shift Personnel may be assigned to a flexible work schedule.

Section 3 Nothing in this Agreement shall limit the City's sole and exclusive right to schedule Operations work activities including on Saturdays, Sundays, and holidays for all Department personnel.

ARTICLE 13 - BIWEEKLY RATES OF PAY AND CERTIFICATION / ASSIGNMENT PAY

Section 1.0 Attached hereto is a Wage Appendix showing, in Schedule A, classifications and biweekly rates of pay of employees covered by this Agreement. Progression through the steps shall occur at the discretion of the Fire Chief, or designee, and subject to City Manager approval for meritorious service; however, progression from one step to a higher step shall be no less than twelve (12) month intervals.

After completion of ten (10) years continuous full-time service in the Department, an employee will be eligible to progress from pay step F to G. After completion of fifteen (15) years of continuous full-time service in the Department, an employee will be eligible to progress from pay step G to H.

Section 1.1 Effective the first full pay period in October 2026, wage rates shall be increased by 4.0%.

Section 1.2 For the term of this Agreement, employees topped out of the established pay steps shall receive a one-time annual lump sum payment of one and one-half percent (1.5%) of base annual rate for an overall performance evaluation rating of satisfactory or a one-time annual lump sum payment of three percent (3%) of base annual rate for an overall performance evaluation rating of above satisfactory or outstanding. The base annual rate used to calculate the lump sum payment shall be the rate in effect on the date the employee's annual performance evaluation is due. The parties agree the lump sum payments are not considered pensionable. For purposes of this Section, employees between steps G and H, and at step H, will be considered topped out. No lump sum payment will be made in the year employees progress to Step H; however, the employee shall be eligible for the lump sum payment in the following years

Section 2 Certification Pay:

Employees hired prior to October 1, 2014, shall be eligible to receive the certification pay as provided below**:**

Emergency Medical Technician (EMT)	10% of employee's pay step
Paramedic (PM)	15% of employee's pay step

Employees hired on or after October 1, 2014, shall be eligible to receive certification pay as provided below:

Emergency Medical Technician (EMT)	5% of employee's pay step
Paramedic (PM)	15% of employee's pay step

a. In order to be eligible to receive the EMT or Paramedic Certification Pay provided in Section 2 of this Article, the employee must first provide proof of valid State of Florida certification as an Emergency Medical Technician (EMT) or Paramedic. Certification pay shall be made only for periods when the

certification is valid and the employee is certified and authorized to perform such duties by the City's Medical Director.

b. Certification pay becomes effective the first pay period following successful completion of the training program established by the City's Medical Director. The employee is required to immediately inform the Fire Chief, or designee, of a change in certification status, including but not limited to revocation or expiration of certification.

c. In no event shall an employee receive both EMT and Paramedic Certification Pay.

d. Employees receiving Paramedic certification pay must maintain their Paramedic certification as a condition of continued employment with the City.

e. Employees receiving EMT certification pay must maintain their EMT certification as a condition of continued employment with the City.

Section 3 Assignment Pay:

1. Assignment pay will be paid on an hour for hour assignment.

2. Provided such action is not arbitrary or capricious, the Fire Chief, or designee, has sole discretion in placing and removing employees from assignment pay duties.

3. The assignment pay shall become effective beginning the first pay period following placement in the assignment by the Fire Chief, or designee. In calculating total assignment pay, multiple assignment pays shall not be compounded.

4. The employee is required to immediately inform the Fire Chief, or designee, of a change in certification status, including but not limited to revocation, suspension, probation status, invalid certification or expiration of certification.

5. In the event there is an insufficient number of qualified volunteers, the City, based on legitimate departmental objectives, may, at its discretion, assign employees to the duties outlined in this Section, including certification requirements provided such discretion is not arbitrary or capricious.

6. Multiple assignment pays will be at the discretion of the Fire Chief.

Section 4 Group A - Advanced Life Support Transport Unit Assignment Pays:

Advanced Life Support Rescue/Transport Assignment	7% of employee's pay step
Advanced Life Support Crew Chief Assignment	3% of employee's pay step

Section 4.1 Advanced Life Support Services

Bargaining unit members assigned to an ALS Rescue/Transport Unit will receive this assignment pay when on-duty and assigned on an ALS Transport Unit. However, to be eligible for either Advanced Life Support Rescue/Transport or Crew Chief Assignment pay, the member must possess and maintain a valid medical certification that is current, as outlined in this Agreement.

Section 4.2 ALS Crew Chief Assignment Pay

With the exception of Captains and Lieutenants, bargaining unit members performing ALS Rescue/Transport services are eligible for this assignment pay per shift when assigned as Crew Chief on an ALS Rescue/Transport unit. No more than one (1) Crew Chief may be assigned for each ALS Rescue/Transport unit. In order to be eligible for consideration as a Crew Chief the employee must have at least one (1) year of service as a Medical Director approved Paramedic.

Section 5 Group B - Fire/EMS/Miscellaneous Assignment Pays: Effective with the first full payroll period in October 2026, Fire/EMS/Miscellaneous assignment pays shall be as follows:

Administrative Officer	5% of employee's pay step
Medical Preceptor	5% of employee's pay step when on duty and assigned
Fire Training Officer	5% of employee's pay step when on duty and assigned
Station 2 Assignment	2% of employee's pay step when on-duty and assigned
Specialty/Miscellaneous Assignments (Determined solely by Fire Chief)	2% - 10% of employee's pay step

Section 5.1 Administrative (40 hours) Officer Assignment Pay

Administrative (40 hour) Officers permanently assigned to days shall receive five percent (5%) assignment pay.

Section 5.2 Medical Preceptor Assignment Pay

Bargaining unit members will only receive this assignment pay when they are on-duty and assigned as a medical preceptor.

Section 5.3 Fire Training Officer Assignment Pay

Bargaining unit members temporarily assigned to training through a selection process shall receive five percent (5%) assignment pay.

Section 5.4 Station 2 Assignment Pay

Company officers that are on-duty and assigned to either an engine company or ladder company at Station 2 are eligible to receive, effective with the first payroll period beginning on or after the date of ratification of this Agreement, two percent (2%) assignment pay. Members will receive this assignment pay only when they are on-duty and assigned to the apparatus. This pay will be limited to one company officer per apparatus.

Section 5.5 Fire Investigator Assignment Pay

Fire inspectors assigned to the fire investigations unit shall receive a five percent (5%) assignment pay.

Section 5.6 Plans Review

Fire Inspectors assigned to Plans Review shall receive a five percent (5%) assignment pay.

Section 5.7 Day Pay

Sworn personnel assigned to a 40-hour schedule shall receive five percent (5%) Day Assignment Pay in lieu of any additional compensation pursuant to Schedule B found in previous Collective Bargaining Agreements.

Section 6 Group C – Special Operations Assignment Pays

Hazardous Materials Team	5% of employee's pay step when on-duty and assigned to the specialty apparatus
Technical Rescue Team	5% of employee's pay step when on-duty and assigned to the specialty apparatus
Aircraft Rescue Fire Fighting (ARFF)	2% of employee's pay step when on-duty and assigned to the specialty apparatus
Marine Team	5% of employee's pay step when on-duty and assigned to the specialty apparatus

Section 6.1 Hazardous Materials Team

Members will only receive this assignment pay when they are on-duty and assigned to the hazardous materials team dedicated units. Members not assigned to the hazardous materials team but are taking part in hazardous materials team training shall not be eligible for this assignment pay.

A. In order to be eligible for Hazardous Materials Team assignment pay, the employee must possess a 160-hour Hazardous Materials Technician Certification.

B. The City will provide hazardous materials continuing education training to the team members.

C. The City shall provide a yearly physical examination for employees eligible to be assigned to the Hazardous Materials Team. A copy of this physical examination shall be available at all times in case of emergency.

D. Teams will be staffed only with members who meet the criteria in item (A) above.

Section 6.2 Technical Rescue Team

Members will only receive this assignment pay when they are on-duty and assigned to the technical rescue team dedicated units. Members not assigned to the Technical Rescue Team but are taking part in Technical Rescue Team training shall not be eligible for this assignment pay.

A. In order to be eligible to receive Technical Rescue Team assignment pay, the employee must possess the following certifications or such certifications as required by the Fire Chief**:** Rope Rescue Technician, Trench Rescue Technician, Confined Space Technician, and Vehicle Machinery Operations.

B. Teams will be staffed only with members who meet the criteria in item (A) above.

Section 6.3 Aircraft Rescue Firefighting (ARFF) Team

Members will only receive this assignment pay when they are on-duty and assigned to an ARFF Team dedicated unit. Members not assigned to the ARFF Team but are taking part in ARFF Team training shall not be eligible for this assignment pay.

A. In order to be eligible to receive ARFF Team assignment pay, the employee must possess an approved forty (40) hour ARFF training certification or such certifications as required by the Fire Chief.

B. Teams will be staffed only with members who meet the criteria in item (A) above.

Section 6.4 Marine Team

Members will only receive this assignment pay when they are on-duty and assigned to the Marine Team unit(s). Members not assigned to the Marine Team but are taking part in Marine Team training shall not be eligible for this assignment pay.

A. In order to be eligible to receive Marine Team assignment pay, the employee must possess an approved Dive Rescue I certification and approved shipboard firefighting for land-based firefighters' course, or such certifications as required by the Fire Chief.

B. Teams will be staffed only with members who meet the criteria in item (A) above.

Section 7 Employees assigned to a special assignment due to an injury or disability shall not be eligible to receive assignment pay except as provided in Article 33, “On Duty Injury Pay”, Section 9.6.

Section 8 It is mutually agreed that said Schedule A and the contents thereof shall constitute a part of this Agreement.

Section 9 When computing all pay rates or other forms of compensation, the rate shall be rounded to the nearest whole cent. Amounts .5 cent ($.005) or above shall be rounded upward to the next whole cent; amounts .49 cent ($.0049) and below shall be rounded downward to the next whole cent.

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

Section 10 The City will pay work time in increments of one-quarter (1/4) hour**:** if eight (8) minutes or more of a quarter hour are worked, the whole quarter shall be paid; if less than eight (8) minutes of the quarter hour are worked, no pay is due.

Section 11 If an employee is promoted and the effective date of the promotion is within three (3) months of the anniversary date for Performance Evaluation purposes (where an actual pay increase is normally warranted and possible) such fact shall be taken into consideration, provided that the employee's supervisor agrees that the employee would have been rated at least satisfactory, and the promotional increase as provided shall be adjusted by an additional amount of approximately a five percent (5%) increase but not to exceed the maximum of the range to which promoted.

Section 12 When an employee is promoted to the classification of Driver-Engineer, Fire Captain, Fire Lieutenant, Fire Inspector II, or Fire Safety Captain, the employee will be placed in the pay step in the appropriate pay range that would provide the employee with approximately a five percent (5%) increase. Employees promoted to a higher position are eligible for a merit increase, if any, after completing six (6) months in that capacity and will be eligible for a second within pay range increase, if any, after completing an additional six (6) months. Thereafter, merit increases, if any, will occur on an annual basis. Subordinates' salaries shall not be considered in determining the pay of promoted employees.

Section 13 The parties recognize that it is mutually beneficial to the extent practicable to assist Bargaining Unit members in remaining certified as emergency medical technicians and paramedics.

In an effort to facilitate recertification training for Bargaining Unit members, the parties agree to the following City sponsored program**:**

The City will make available, at no cost to the employee, voluntary EMT and paramedic recertification training programs which meet all state recertification requirements. Employees may choose to participate in the City sponsored classes or may obtain the requisite training through public or private educational institutions which offer similar classes, which must be preapproved by the Fire Chief or designee concurrently with a request made in accordance with Article 14 Tuition Payment Plan. The classes sponsored by the City may be scheduled on an employee's scheduled days of work and at times when the employee is off duty. The employee will be afforded a minimum of two (2) scheduled opportunities per shift to attend a required ACLS, ~~PALS,~~ and CPR recertification module made available by the City while on duty. If, for whatever reason, the employee does not attend one of the two scheduled training opportunities the employee will be required to obtain the training off duty at a program pre-approved by the Fire Chief or designee concurrently with a request made in accordance with Article 14 Tuition Payment Plan. Non state required recertification training programs may be offered by the City during the employee's off-duty hours. The parties acknowledge that such voluntary recertification training

attended during off duty hours is not work hours for which compensation is payable by the City under the Fair Labor Standards Act.

Section 14 The Fire Chief, or designee, has the right to schedule mandatory training sessions during off-duty hours for medically certified employees. Such mandatory training during off-duty hours shall be paid at the overtime rate.

Reasonable efforts shall be made to schedule such training around change of shift with seven (7) days advance notice.

If an individual's next duty day is a scheduled day off, the individual will be excused from the mandatory training. With the exception of a pattern of sick leave abuse, approved sick leave shall also be an acceptable excuse for missing the mandatory training.

Section 15 Modification of Pay Ranges:
The parties acknowledge that the City has made an election of a twenty one (21) day work period as permitted under Section 7(k) of the Federal Fair Labor Standards Act and that overtime under that statute is not due to be paid until hours actually worked exceed one hundred fifty nine (159) hours in a twenty one (21) day work period, which threshold shall be reduced to one hundred forty four (144) effective with the work period including April 1 , 2025, in accordance with Article 10, Section 1.

Section 16 Post-Retirement Pay Steps

Section 16.1 The pay plan shall be amended to provide for five (5) additional pay steps to be known as the post-retirement pay steps (PPS). To be eligible for a post-retirement pay step, a member must have attained a normal service retirement from the City as defined in Section 20129 of the Code of Ordinances of the City of Fort Lauderdale and have separated from City service. Entry into the Deferred Retirement Option Program (DROP) and the term of any DROP participation does not count toward the timing of the PPS.

Section 16.2 The steps shall be payable annually and each step shall take effect every third year until five (5) steps have been achieved. To be eligible for a PPS, the member must have retired (including the end of DROP) and separated from the City for a period of three (3) years. The value of any individual PPS shall be based on the normal retirement benefit of the member, exclusive of any amount paid from the DROP. The initial PPS shall be equal to three percent (3%) of the individual's base retirement benefit, and each subsequent PPS shall be three percent (3%) of the preceding step. For example, if a member's base retirement benefit is $100 per year, in the third year after separation, the first PPS will be equal to $3. The second PPS will be equal to $6.09. Each succeeding pay step will be calculated by multiplying the preceding amount by 1.03. Following attainment of the highest PPS, the PPS shall remain at that amount and shall not increase for the life of the member and any survivor. Any future changes in the PPS, which occur after the separation of a member from service shall not apply to the separated member.

Section 16.3 The City shall pay the PPS directly to the member based on the retirement benefit amount information provided by the Police and Fire Retirement System. The postretirement pay steps shall not constitute a benefit under the Retirement Plan of the Police and Fire Retirement System or otherwise be a provision of the Retirement Plan but shall be a direct appropriation by the City in the same manner as the employee payroll. The PPS shall be funded through the City

OPEB Trust or other direct City appropriation and shall not be an actuarial liability or obligation of the Police and Fire Retirement System.

Section 16.4 This PPS provided herein shall apply to any active bargaining member, including DROP participants, who were employed on or after October 1, 2018. The first PPS shall not be due until the fiscal year beginning October 1, 2021.

Section 16.5 The City and Union agree and intend that the PPS provided herein are not retirement benefits under the Retirement Plan of the Police and Fire Retirement System or otherwise and do not constitute a retirement plan. The PPS shall not be considered as an accrued or vested benefit under the Retirement Plan of the Police and Fire Retirement System or otherwise. The PPS may be altered or eliminated in future negotiations; however, any person who has qualified for the PPS shall have a continued right to receive the PPS in the future. In the event a state or federal regulatory agency or court determines the PPS is a retirement plan or benefit under the Retirement Plan of the Police and Fire Retirement System or otherwise, the parties agree that the PPS shall be immediately terminated and shall no longer be payable by the City; and, in such event, the parties shall bargain over the impact of that finding. If the PPS is terminated, the increased employee pension contributions provided in Article 42, Sections 10, 11, and 12 shall also be terminated.

ARTICLE 14 - TUITION PAYMENT PLAN

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

A. The City of Fort Lauderdale will, upon approval of the Fire Chief or designee, the City Manager and the City Human Resources Director, or their respective designees, pay the tuition of regular employees for any eligible training or educational program. An eligible training or educational program is one that, in the judgment of the Human Resources Director, the City Manager and the Fire Chief or designees, is directly related to the employee's current position or to a related higher position and which will improve performance in a current position or which constitutes preparation for promotion to related higher level responsibilities.

B. Employees will be entitled to a refund of tuition upon the successful completion of each approved course based on the following scale**:**

Grade	Refund
A	100%
B	75%
C	50%
D or Failing (No Pass)	None
Passing Certificate	100%

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

For all classes enrolled in prior to June 16, 2015, if an employee voluntarily terminates employment with the City of Fort Lauderdale within one (1) year after receiving tuition refund for any university or college courses; or vocational, technical or adult training program then the amount of tuition refund paid by the City shall be repaid by such employee to the City immediately. Should such employee fail to immediately reimburse the City for the amount of such refund, the City may deduct the amount of any such refund from any salary, wages, sick leave, vacation leave, or any other payouts due to the employee from the City.

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

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

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

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

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

ARTICLE 15 - LONGEVITY PAY

Section1 Regular full-time employees who have served as such continuously for five (5) or more full years shall receive an annual longevity payment in accordance with the following schedule**:**

Total Continuous Years of Service	Annual Longevity Payment
5 to 9 years	$1,050.00
10 to 14 years	$1,600.00
15 to 19 years	$2,150.00
20 to 24 years	$2,700.00
25 or more years	$3,250.00

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

Section 3 A regular full-time employee who is awarded a disability benefit from the Police and Fire Pension Board shall receive full longevity pay for a period of two (2) years from the date of disability based on the rate of pay in effect at the time of disability.

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

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

ARTICLE 16 - HOLIDAYS AND VACATIONS

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

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday in January)
Presidents Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans' Day (When observed by Federal employees)
Thanksgiving Day (Fourth Thursday in November)
Day Following Thanksgiving
Christmas Day (December 25)
Holidays declared by the City Manager

Section 2.1 Operations (24 Hour Shift Personnel):

The above holidays eighty-eight (88) hours shall be added to the annual leave of those members of the Fire Rescue Department working twenty-four (24) hour shifts and an additional eight (8) hours shall be added for each holiday declared by the City Manager.

Probationary employees shall have all holidays which are accrued from their initial date of entry through December 31 of the year in which they are hired added to their first scheduled vacation periods.

Section 2.2 Non-Operations (8 Hour Shift Personnel):

A. **Fixed Date:** Employees on the active payroll on the date of the fixed date holiday shall have the day off and receive eight (8) hours holiday pay at the straight rate of pay. To be eligible for a paid holiday, an employee must also have worked his/her full, regularly scheduled workday before and after the holiday. For fixed date holidays, a day worked shall include a day for which leave with full pay is authorized.

	Years of Service	Hours earned for every hour paid	Hours earned per Biweekly Pay Period (if all hours paid)	Max (hrs.)		Years of Service	Hours earned for every hour paid	Hours earned per Biweekly Pay Period (if all hours paid)	Max (hrs.)
IAFF Not Required to work Holidays	<05	.05775	4.62	400.00	IAFF (on shift) Required to work Holidays	<05	.04813	4.62	400.00
	05	.06163	4.93	408.00		05	.05136	4.93	408.00
	06	.06550	5.24	424.00		06	.05459	5.24	424.00
	07	.06925	5.54	440.00		07	.05771	5.54	440.00
	08	.07313	5.85	456.00		08	.06094	5.85	456.00
	09	.07700	6.16	472.00		09	.06417	6.16	472.00
	10	.08088	6.47	488.00		10	.06740	6.47	488.00
	11	.08463	6.77	504.00		11	.07053	6.77	504.00
	12	.08850	7.08	520.00		12	.07375	7.08	520.00
	13	.09238	7.39	536.00		13	.07698	7.39	536.00
	14	.09625	7.70	552.00		14	.08021	7.70	552.00
	15+	.09625	7.70	576.00		15+	.08021	7.70	576.00

In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 3 Vacations: It is agreed that the classified members of the Operations Division of the Fire Rescue Department shall have their vacation computed on the basis of sixteen (16) hours charged for each twenty-four (24) hour shift not worked because of vacation.

Section 4.0 Eligibility: Each full-time employee shall earn vacation leave at the rate shown below, per years of continuous service.

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

vacation leave as of the date they are granted a disability benefit by the Police and Fire Pension Board.

Section 4.1 Maximum Vacation Accrual: Operations employees (24-hour shift personnel) who have been employed full-time for at least 15 years will be allowed to accrue up to a maximum of five hundred and seventy-six (576) vacation hours with the approval of the Fire Chief or designee. Non-Operations employees (8-hour shift personnel) who have been employed fulltime for at least 15-years will be allowed to accrue up to a maximum of five hundred and seventy-six (576) vacation hours with the approval of the Fire Chief or designee.

Section 4.2 The Fire Chief shall make every effort to ensure that earned vacation leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation. However, employees may, at their option, accrue vacation leave to a maximum five hundred and seventy-six (576).

Section 5 Vacation selections shall take place following the selection of Kelly days and completion of station bidding. Bargaining Unit Members (Operations) will be provided three (3) rounds of vacation picks annually. Members can use their current yearly allowance of vacation time in any of the three (3) rounds. Picks during each of the first two (2) rounds must be consecutive shifts. Picks in round three (3) do not need to be consecutive. The vacation calendar released by the City prior to annual vacation selections must contain enough vacation slots to allow for use of all hours accrued by employees in each classification over the course of the preceding year.

Section 5.1 Vacation days not utilized in the first three (3) rounds of picks for the current year selections can be utilized in open spots throughout the year as dictated in Section 5.2.

Section 5.2 Open days throughout the year, i.e., vacation slots not filled during the first three (3) rounds, will be picked utilizing Telestaff.

Section 5.3 Out of rank vacation will be approved if an open vacation slot is available in another rank, three (3) shifts prior to the requested vacation day. If multiple members put in for the same open slot on the same day, the open slot will be awarded to the member who submitted the request first on that date requested.

Section 5.4 Excess vacation hours banked from previous years or gained from SV Days may be used. A maximum of six (6) additional shifts in a calendar year may be used. Any additional days must be approved by the Operations Chief.

NOTE**:** For vacation purposes a scheduled "Kelly Day" during a vacation will be considered an open vacation day for other personnel.

Section 6 Under the hourly leave accrual program, the three (3) personal holidays (twenty-four hours), as identified in Section 1 above, are earned as vacation leave.

Section 7 Floating Holiday: Each regularly employed full-time employee shall earn a "Floating Holiday" for any calendar year in which no sick leave was used. The "Floating Holiday" shall consist of eight (8) hours added to the vacation leave of such employee. Probationary employees shall also be eligible provided they have worked full-time for the entire calendar year and have successfully completed probation prior to the end of the calendar year. The eight (8) hours additional vacation leave shall accrue on January 1 immediately following the calendar year

of unused sick leave. The additional vacation leave may be used at a time approved by the Department Head or designee. The "Floating Holiday" accrual is capped at sixteen (16) hours after which point no additional "Floating Holiday" hours may be accrued until the bank is reduced enough to allow for accrual of a full eight (8) hour holiday. Partial accrual is not permitted. Such leave time may not be converted to a cash payment.

Section 8 Changes to the vacation selection process can be accomplished by mutual written agreement between the Union and the City.

ARTICLE 17 - SAVINGS CLAUSE

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

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

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

ARTICLE 18 - SICK LEAVE: SICKNESS IN FAMILY LEAVE – DEATH IN FAMILY LEAVE – UNUSED SICK LEAVE

Section 1.0 Sick Leave Accrual:

Section 1.1 All permanent and probationary full-time employees shall earn sick leave at the rate of .04625 hours leave for each hour worked in the normal forty (40) hour work week. For example, an employee earns 1.85 hours sick leave after working one normal forty (40) hour work week. Days worked shall include days for which leave with pay was authorized. The maximum sick leave earned during one year shall not exceed ninety-six (96) hours.

Section 1.2 Employees working a twenty-four (24) hour shift shall earn sick leave at the rate of .03854 hours leave for each hour worked in a 48-hour week. Days worked shall include days for which leave with pay was authorized.

Section 1.3 Employees working a twenty-four (24) hour shift shall be charged 16-hours sick leave for each twenty-four (24) hours not worked because of non-duty sickness or disability, or sickness in the family. Employees assigned to a five (5) day, forty (40) hour workweek shall be charged eight (8) hours sick leave for each eight (8) hours not worked because of non-duty related sickness or disability, or sickness in the family.

Section 1.4 Bargaining Unit members who become disabled on or after July 14, 1993, and who are not working due to disability shall be eligible to earn sick leave while in a full pay status using sick/vacation leave, worker's compensation, or both. The maximum sick leave accrual provisions of this Article shall apply to such disabled employees.

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

Section 1.5 Excluding leave taken pursuant to the FMLA, employees may use up to ninety-six (96) hours (sixteen (16) hours = 1 shift) of sick leave annually (January 1 to December 31) without documentation supporting the absence(s), subject to the provisions of Sections 12.2 and 12.3 below.

Section 2 Sickness in Family: Up to a maximum of 48-hours in any calendar year will be granted to employees working twenty-four (24) hour shifts; and up to a maximum of 40-hours for employees working a forty (40) hour workweek for Sickness in the Family Leave. Any employee that exceeds the maximum permissible "Sickness in Family" leave thresholds listed herein will immediately be deemed AWOL, go without pay for the period of time of such excessive hours, and subject to discipline in accordance with Article 43 of this Agreement. Family sick leave will be counted as sick leave usage for the employee's performance evaluation rating.

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

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

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

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

Section 3.1 Death in Family: In the event of a death in the immediate family, members of the Fire Rescue Department will be granted leave with pay for each documented occurrence as follows**:**

Employees working twenty-four (24) hour shifts - up to a maximum of 32-hours (two (2) 24-hour shifts charged at 16 hours per shift).

Employees working eight (8) hour shifts - up to a maximum of 40 hours

If the employee needs additional time off due to the death of the immediate family member, the employee may request such additional time off, using accrued vacation leave. Approval of such request for time off shall be at the sole and exclusive discretion of the Fire Chief or designee.

For the purposes of this Section, **"Immediate Family"** shall be defined as**:** spouse, domestic partner, children, mother, father, sister, brother and grandparents of the employee and those of the employee's spouse or domestic partner. Said time shall not be deducted from the member's accrued sick leave. In the event of the death of the employee's grandchildren, the employee will be permitted to utilize any unused vacation time to attend funeral services of the deceased.

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

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

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

Section 3.2 The City may require proof of such death, relationship or both before the employee's return to work.

Section 4.0 Conversion of Sick Leave: Conversion of sick leave is permitted; however, the first two hundred forty (240) hours of accrued sick leave are not subject to these conversion privileges. Any conversion of sick leave to be used as vacation leave is at the sole discretion of the Fire Chief, or designee, who will review requests to convert sick leave based upon the Department's staffing and operational needs. However, the use of converted sick leave shall also be based upon the Department's staffing and operational needs.

Section 4.1 An employee with over two hundred forty (240) hours but less than seven hundred twenty (720) hours of accrued sick leave at the time of his/her anniversary date, may convert the unused balance of any sick leave earned in the previous anniversary year, but not more than 48-hours, to either hours used as vacation leave (subject to the approval of the Fire Chief or designee) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

Section 4.2 720 Hours Limitation: A maximum of seven hundred twenty (720) sick leave hours only will be permitted to accrue at any time for employees whose anniversary date is October 1, 1977, or any time thereafter. In order for employees to accumulate seven hundred twenty (720) hours for sick leave usage a cap of eight hundred sixteen (816) hours will be established. The seven hundred twenty (720) hours maximum will apply to any payment of accrued sick leave upon termination or retirement as provided in this Article.

An employee with at least seven hundred twenty (720) hours but below eight hundred sixteen (816) hours of accrued sick leave at the time of his/her anniversary date may convert the unused balance of any sick leave earned in the previous anniversary year to either hours used as vacation leave, not to exceed ninety-six (96) hours of leave (subject to approval of the Fire Chief) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

On the date an employee reaches eight hundred sixteen (816) hours of accrued sick leave, conversion of ninety-six (96) hours of leave will be automatically made to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

Section 4.3 Sick leave converted for vacation usage shall remain in the sick leave balance until used. All hours resulting from a conversion of sick leave must be taken prior to the employee's next anniversary date, retirement or separation from City employment.

Section 5.0 Sick leave taken because of illness or injury or converted to leave used as vacation or to a cash payment shall utilize the most recently accrued sick leave.

Section 5.1 As part of the process of initial appointment to a position in the Fire Rescue Department, Bargaining Unit members will be advised that an employee who terminated from the City while not having completed the probationary period as an original appointment shall not be paid for any unused sick leave.

Section 6 An employee hired prior to October 1, 2014, upon termination from City employment in good standing, shall have the monetary value of their unused accrued sick leave transferred pursuant to Section 12 of this Article in accordance with the following schedule**:**

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

Section 7 Upon retirement from City employment, an employee, hired prior to October 1, 2014, shall have the monetary value of their unused accrued sick leave transferred pursuant to Section 12 of this Article in accordance with the following schedule**:**

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

Bargaining Unit members hired prior to October 1, 2014, and who are awarded disability benefits by the Police and Fire Pension Board, and subsequently terminated, shall have the monetary value of their unused accrued sick leave transferred pursuant to Section 12 of this Article in accordance with the provisions of this Section.

Section 8 Any employee who was hired on or after October 1, 2014, and who separates from service with the City while in good standing shall have the monetary value of twenty-eight percent (28%) of the unused accrued sick hours at his/her final rate of pay transferred pursuant to Section 12 of this Article. The City shall not transfer unused accrued sick leave pursuant to Section 12 of this Article for employees who separate from service not in good standing .

Section 9 Additionally, retiring employees may convert up to ninety-six (96) hours of accrued sick leave to be used as final vacation leave in accordance with the following schedule**:**

10 years of service or less	4 hours of vacation leave for each eight (8) hours of sick leave
Greater than 10 years of service but less than 20 years	5.20 hours vacation leave for each eight (8) hours of sick leave
20 years of more	6.40 hours vacation leave for each eight (8) hours of sick leave

Section 10 Sick leave shall not be considered as a right to be used at the employee's discretion but shall be allowed only in case of personal sickness or disability, or in the case of illness in the immediate family.

Section 11. In order to be granted sick leave with pay, an employee must meet the following conditions:

Section 11.1 Sick Leave Usage & Notification: If using sick leave, employees will utilize Telestaff to memorialize the leave. Sick leave must be submitted prior to 0630 on the day scheduled to report for duty. In the event, the Telestaff platform is out of service and or non-accessible, operation employees must report the sick leave usage to the on-duty Assistant Chief prior to 0630 and administrative employees shall inform their direct supervisor prior to 0630.

Section 11.2 Return to Duty: A doctor's certificate may be required after any absence due to illness or any injury. The City will contact the employee on the day of the reported illness or injury if medical documentation is needed to verify such illness or injury.

Section 11.3 The City may require medical documentation for calling in sick due to personal or family illness. If an employee fails to present medical documentation from a licensed medical

facility upon his or her return to work, when requested, the employee will be considered AWOL for the absence and subject to the terms and conditions of Article 43 (AWOL).

Section 11.4 Falsely claiming sick leave shall be cause for disciplinary action up to and including discharge. The above shall apply for each duty day.

Section 12 Voluntary Employees' Beneficiary Association (VEBA)

A. Within six (6) months following retirement from the City, the City shall transfer one hundred percent (100%) of the monetary value of a bargaining unit member's accrued sick leave payout, as outlined in Sections 6, 7, and 8 of this Article, and 100% of the monetary value of a bargaining unit member's accrued vacation leave payout to the VEBA established by the Union with such payment credited to the employee's individual account to be maintained by the VEBA.

B. The parties agree to be responsible for their own administrative costs, including start-up costs.

ARTICLE 19 - NO STRIKE OR LOCK OUT

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

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

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

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

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

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

Section 6 The sick leave and vacation leave benefits provided by Article 18 and Article 16 shall not be available to any employee absent from work on any day during any period in which the City or any court or agency of competent jurisdiction has determined that there is reasonable cause to believe that a strike or other form of concerted failure to report to work was or is in progress, except as provided below in Section 7.

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

2. Upon commencement of proceedings before a court or agency of competent jurisdiction regarding such strike or other unlawful concerted activity, the processing of grievances, if any, concerning or in any way related to the City's exercise of the right to suspend sick leave or vacation leave benefits shall be stayed pending final resolution of the judicial or administrative proceeding.

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

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

ARTICLE 20 - HEALTH AND SAFETY

The City and the Union agree to cooperate to the fullest extent in the promotion of safety with regard to gear, equipment, facilities, and procedures.

Section 1 Three (3) employees representing the Union and three (3) representatives of the City shall comprise a Health and Safety Committee. The Committee will meet as required or when requested by either party to discuss safety and health conditions of the Department. All recommendations of the Health and Safety Committee shall be in writing and copies submitted to the Fire Chief or designee. The Fire Chief or designee, when in concurrence with a Health and Safety Committee recommendation, shall make a concerted effort to implement the recommendations within a reasonable time.

If the recommendations of the Health and Safety Committee are rejected, the Fire Chief or designee shall provide written notice as to the reasons for the rejection to the Union. The Fire Chief's or designee's decision as to any recommendation by the Committee will be final and not subject to grievance/arbitration under Articles 7 and 48.

A. **Protective Clothing:** Certified firefighters shall be provided with the following protective clothing as recommended by the Safety Committee upon entry into the Fire Department.

A. One (1) fire helmet
B. One (1) bunker coat (The ARFF Truck will be provided with proximity suits in a quantity equal to the number of firefighters assigned per platoon.)
C. One (1) pair of bunker pants
D. One (1) pair of firefighter type suspenders
E. One (1) pair of firefighter type gloves
F. One (1) face or eye shield
G. One (1) pair of firefighter boots with safety insole
H. One (1) firefighting protective hood
I. One (1) SCBA breathing mask and regulator

Section 2 All personnel shall have available a complete SCBA and personal escape pack when expected to encounter IDLH (immediately dangerous to life and health) atmospheres where fire suppression may-be assigned.

Section 3 Employees may purchase, at their own expense and for their exclusive personal use, a face mask with corrective lenses as approved by the Fire Chief or designee.

Section 4 The City will provide each employee with an annual allowance of one hundred dollars ($100.00) for the purchase of safety shoes, bed linens, blankets, pillows and other items not issued by the City. Such payment will be made in December of each year and relieve the City of any responsibility for reimbursement of costs for safety shoes and providing bed linens, blankets and pillows.

Section 5 To further enhance the efforts of the Health and Safety Committee, the City will make available three thousand five hundred dollars ($3,500) annually. Both parties will mutually agree to the expenditure of these funds.

ARTICLE 21 - HEALTH SERVICES

A. At the time of employment, every employee covered by this Agreement shall receive and is obligated to take a physical fitness examination determined by the Department.

B. Any employee injured as a result of activities in the course of employment and who requires medical attention shall receive any necessary medical treatment indicated by the City's medical facility or closest hospital emergency room.

C. The City shall pay the hospital, medical, and surgical expenses incurred by any person covered by this Agreement arising out of a compensable line of duty illness or injury as prescribed by the attending physician, that is Florida Statute 440 relating to Worker's Compensation.

D. In the administration of the subject matter covered by this Article, the City's medical facility will have the right to examine the employee and all work-related medical records, history, and reports obtained during the members Workers' Compensation medical testing. The City's appointed physician(s) or practice(s) shall only report fitness for duty status to the Fire Chief or designee, for confidentiality purposes. In the event there is a disagreement between the attending physician and the City's appointed physician(s) or practice(s), the City and the Union shall select a third physician mutually acceptable to both parties whose opinion shall be final and binding.

E. Every Bargaining Unit member must actively participate in a Fire Rescue Department's physical maintenance program as prescribed by the Fire Chief or designee. Bargaining Unit members who fail to meet all of the minimum requirements of the physical maintenance program shall have up to six (6) months to demonstrate the ability to meet all such minimum requirements. If such Bargaining Unit member is still unable to meet all minimum requirements, he or she shall be subject to a fitness for duty evaluation pursuant to Sections D and G of this Article.

F. The department shall revaccinate and/or test all uniformed employees, and benchmark test newly hired employees for Hepatitis A, B, and C and Tuberculosis (TB) in accordance with the guidelines established by the Centers for Disease Control (CDC). -

G. Any employee sent for a fitness for duty evaluation will be provided with written documentation prior to leaving the medical facility with regards to work status. If found not fit for duty, a detailed explanation as to why and what is needed to return to full duty status will be provided to the employee prior to leaving the medical facility.

H. An employee may request a physical examination six months prior to separation from City employment due to retirement. The physical will be conducted by the City's physician(s) or practice(s) of choice and consist of a complete blood profile, presumptions as they relate to FSS 112, EKG and related injuries as claimed throughout the employee's career under Workers' Compensation.

ARTICLE 22 - TEMPORARY UPGRADE

Employees covered by this Agreement who are temporarily assigned to a position higher than their normal position will receive an additional five percent (5%) of base pay for each hour worked in the higher position.

Section 1 Unless the provisions of Sections 2 and 2.2 are in effect, when a promotional list exists for the position being filled, the three (3) highest available ranking candidates for the duty shift involved shall be upgraded on a rotating basis. Those ranked candidates if assigned to operations shall only be eligible for operations upgrading, and conversely if ranked candidates are assigned to a 40-hour workweek shall only be eligible for upgrading into 40-hour positions. If none of the three (3) highest ranking candidates on the promotional list for the position being filled are available for the duty shift involved, anyone on the current promotional list for the position being filled may be assigned. If no one on the current list is available, then overtime shall be hired on a rank for rank basis. If, however there is a bona fide emergency condition as outlined in Article 10, Section 9, assignments will be made at the discretion of the Fire Chief or designee.

Section 2 Temporary upgrade for positions – Operations (24-hours Shift Personnel) in the bargaining unit

In the event it is necessary to temporarily upgrade an employee for a shift, a current promotional or the previous promotional list may be used to fill the position. If no current or previous promotional list exists, or if no one on the current or previous promotional list is available, a list of employees who have passed the written and practical portions of the promotional examination for the rank in which the vacancy exists may be used to fill the position. If there remains no employee available to fill the position by temporary out of class assignment, overtime shall be hired on a rank for rank basis. If, however, there is a bona fide emergency condition, as outlined in Article 10, Section 9, assignments will be made at the discretion of the Fire Chief or designee.

Section 2.1 Temporary upgrading for positions – Non-operations (8 hour shift personnel) in the bargaining unit

In the event it is necessary to temporarily upgrade an employee in a non-operations position, to cover a leave of absence an employee will be compensated on an hour for hour basis.

Section 2.2 Temporary upgrade for positions outside the bargaining unit

If a current promotional list exists for the position being filled, only employees on the current promotional list for the position being filled will be eligible. If no one on the current list is available, or if no current promotional list exists for the position being filled, then the City has the right to upgrade any Captain who meets the current qualifications for a Battalion Chief position being filled. If no such employee is available, or under bona fide emergency conditions as defined in Article 10, Section 9, assignments will be made at the discretion of the Fire Chief or representative.

ARTICLE 23 - DEPARTMENTAL POLICY, RULES AND REGULATIONS

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

Section 2 Within sixty (60) days following the ratification of this Agreement by the City Commission, Fire Rescue Department management will undertake to modify the Departmental Policy, Rules and Regulations in order to provide conformity with the Collective Bargaining Agreement.

Section 3 In the event of a conflict between the Rules and this Agreement, the Agreement shall control.

Section 4 Nothing in this Article shall limit the Union's right to bargain concerning the identified impact or effects of any policy, rule, regulation or standard operating procedure change which has the practical effect of substantially altering other terms or conditions of employment of Bargaining Unit members. Such request for bargaining must be received no later than ten (10) days following the notification provided in Section 1, or any right to bargain shall be waived. If such notice is received, the Fire Chief or designee shall meet at least once with the Union during the ten (10) day period, except for emergency situations. The Fire Chief or designee shall have the authority to implement any such change prior to the resolution of negotiations, if any.

ARTICLE 24 - PERSONNEL TRANSFERS

Section 1 Fire Prevention Voluntary Transfers

Fire Prevention Bureau employees who voluntarily transfer to the Operations Division shall be assigned to the classification which they last held rank or to Firefighter in the event they have not previously held rank in the Operations Division. The Fire Rescue Department will attempt to provide cross training between Operations personnel and Fire Prevention Bureau personnel.

Operations Division employees who voluntarily transfer to the Fire Prevention Bureau shall be assigned to the classification which they last held rank or to Fire Inspector I in the event they have not previously held rank in the Fire Prevention Bureau.

In the event the employee is appointed to a classification with the same or lower pay range, the employee will be assigned the pay step which is closest to the employee's rate of pay at the time of the appointment, provided that no employee shall be placed in a pay step above the maximum of the pay range for the classification.

For example, a Fire Inspector II in Step D, who qualifies, passes the examination, and is appointed to Driver-Engineer, shall be assigned to Step D.

Section 2 Fire Prevention Involuntary Transfer

Fire Prevention Bureau employees who are involuntarily transferred to the Operations Division shall be assigned to the classification in which they last held rank or to Firefighter in the event they have not previously held the rank in the Division. In the event the employee is transferred to a position with a lower pay range, such employee would be placed in an override range equal to current rate of pay. The Fire Rescue Department will attempt to provide cross training between Fire Operations personnel and Fire Prevention Bureau.

Operations Division employees who are involuntarily transferred to the Fire Prevention Bureau shall be assigned to the classification in which they last held rank in the Division or Fire Inspector I in the event they have not previously held the rank in the Division. In the event the employee is transferred to a position with a lower pay range, such employee would be placed in an override range equal to current rate of pay until appointed to an Inspector classification providing an equal or higher rate of pay.

Section 2.1 All bargaining unit personnel assigned to the Fire Prevention Bureau shall participate in pre-announced fire suppression drills. Scheduling of such drills shall be approved by the Fire Marshal.

Section 2.2 Bargaining unit employees assigned to Fire Prevention Bureau who successfully complete such drills will be eligible to operate as a Firefighter on emergency apparatus.

Section 2.3 An employee in an Operations classification who is eligible for and who has met and demonstrated a sufficient level of competency, as determined by the Fire Marshal, in the areas referenced in Section 9.6 of this Article, shall be considered eligible for transfer as a Fire Inspector II or if such employee successfully passes a Fire Safety Captain examination, he or she shall be considered eligible for promotion from a promotional register to a Fire Safety Captain vacancy in the Fire Prevention Bureau.

Fire Operations personnel who are not certified fire inspectors and who transfer to the Fire Prevention Bureau shall remain in the Operations classification, until appointed to an Inspector classification with a pay step providing an equal or higher rate of pay. As a condition of continued employment in the Fire Prevention Bureau, such employees who transfer from the Operations Division to the Fire Prevention Bureau must meet the following requirements.

Section 2.4 Obtain all required fire inspector certification no later than two (2) years following transfer to the Fire Prevention Bureau.

Section 2.5 Operations Driver-Engineers who transfer to Fire Prevention Bureau must obtain a Fire Inspector II classification no later than five (5) years from the date of transfer.

Section 2.6 Operations Captains who transfer to Fire Prevention Bureau must be on a promotional register for Fire Safety Captain no later than eight (8) years from the date of transfer.

Section 2.7 A disabled member, as defined by the Americans with Disabilities Act, will not be precluded from assignment to a vacant Bargaining Unit position if the member is able to perform the essential functions of the vacant position and meets all necessary requirements for such position.

Section 3 Operations Transfers

B. If a member is transferred within Operations (shift to shift), said member shall retain their scheduled vacation.

C. When an employee is at work on one Operations shift and is transferred to another shift, the transfer will be made anytime during the five (5) day “Kelly Day” time frame.

ARTICLE 25 - PERSONNEL RECORDS

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

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

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

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

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

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

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

ATTACHMENT 1

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

From _____(Date) forward it will be considered by the parties to have been purged as provided in Article 25, Section 3 of the contract.

_____

_____
Date

ATTACHMENT 2

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

From _____ (Date) forward it will be considered by the parties to have been purged as provided in Article 25, Section 3 of the contract.

_____

_____
Date

ARTICLE 26 - JURY DUTY

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

The provisions of Article 29, "Exchange of Time", shall apply in those instances where the employee is unable to fulfill his/her obligation of a voluntarily agreed upon exchange for duty for reasons of jury duty.

ARTICLE 27 - CORRESPONDENCE AND SPECIAL MEETINGS

Special Meetings: Management and the Union agree to meet and confer on matters of interest, upon the written request of either party. The written request shall state the nature of the matter(s) to be discussed and the reason(s) for requesting the meeting. Discussions shall be limited to matters in the request, but it is understood that these meetings shall not be used to renegotiate this Agreement, nor shall such matters or other disputes arising out of these special meetings be subject to the grievance/arbitration procedures of Article 7 and Article 48. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties, provided however such meetings shall not be scheduled when Union representatives are on duty unless authorized by City management.

Nothing in the above provision shall prohibit either party from contacting the other for the purpose of establishing a meeting, if the above time limits are deemed impractical for the purpose of the desired meeting.

To promote communications between the Union and the City, which will lead to better understanding greater cooperation, and productive and efficient operations, the City agrees to provide the following to Union when issued**:**

Administrative Rules and Regulations
Standard Operating Procedures (Administrative)
Standard Operational Procedures
Incident Command
Memorandum (Fire Chief's Office and all Bureaus and Divisions)
Seniority List
Personnel Address Roster
Kelly Day List
Vacation Schedules
City agendas, minutes
Civil Service Board agendas, minutes Retirement
Board agendas, minutes
City Manager's final budget message
Policy and Standards Manual
Civil Service Rules and Regulations City
Directory

ARTICLE 28 - CHANGE OF SHIFT AND/OR RELIEF AT FIRE

It is agreed that any employee of the Fire Rescue Department ordered to stand-by and not properly relieved at the end of the shift shall be entitled to overtime pay at the rate of time and one-half (1-1/2) the regular rate of pay.

An employee who arrives at the station prior to the beginning of the scheduled shift and is ordered by a Battalion Chief to respond to an alarm prior to the normal starting time shall be paid at one and one-half (1-1/2) times the regular rate for all time worked prior to the beginning of the scheduled shift. Provided, however, that if the employee voluntarily agrees to relieve another prior to the end of the shift, that relief shall be considered an informal exchange of time between the employees involved. It is understood that an ~~An~~ informal exchange of duty (early relief) between 0700 and 0800 is acceptable and not subject to overtime pay or supervisor notification. Relief between 0700 and 0800 shall not be denied without good and sufficient reason.

ARTICLE 29 - EXCHANGE OF TIME

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

Section 1.2 Any exchange of time with an employee of lesser certification can be denied if such an exchange has a negative or detrimental effect on Departmental needs or operations. All such exchanges shall be approved on the basis that the City shall not incur any liability for overtime pay.

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

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

Section 4 Unless approved by the Shift Assistant Chief, newly hired probationary employees will not be permitted to exchange shifts for the full duration of the probationary period. Denial of such exchange shall not be grievable.

ARTICLE 30 - MILEAGE ALLOWANCE

Employees required to use their private automobiles or other private transportation means for Fire-Rescue Department business or as a means of transportation in changing stations more than once after reporting to scheduled stations, shall be compensated one (1) way at the rate established by the City Manager as the City's mileage allowance or as it may be amended by the City Manager, for each transfer after the first transfer during that duty shift.

ARTICLE 31 - VACANT

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ARTICLE 32 - PERFORMANCE RATING REVIEW

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

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

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

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

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

A. The Fire Chief or designee.

B. An employee selected by the appealing employee who shall be selected from the same classification as that of the appealing employee.

C. City Human Resources Director or designee.

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

Section 5 The Committee shall decide whether or not the rater was prejudiced and shall render a written decision within thirty (30) days following conclusion of the hearing. Such decision shall be final and binding upon the parties, and there shall be no further appeal.

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

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

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

ARTICLE 33 - INJURY BENEFITS

Section1 The City agrees to compensate Bargaining Unit employees for on-duty injuries. Compensation shall be paid as a result of injury to the employee in accordance with the provisions of this Article for the purposes of supplementing the wage benefit provision of the Florida Worker's Compensation Law.

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

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

Section 4 If the City's authorized physician or practice(s) states that the employee is unable to work, the amount of on-duty-injury pay shall be determined in accordance with provisions set forth in this Article that define such injury as a high-risk or low-risk injury. When Worker's Compensation Wage Benefits begin, the on-duty injury pay shall be the difference between the Worker's Compensation benefits and the employee's net regular biweekly salary, including all EMT and/or paramedic certification pay, preceding the date of injury.

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

1. When performing duties and activities as outlined in the job descriptions for the classifications covered by this agreement.

2. Participation in "Hands On" Training activities and/or Department approved Physical Fitness Program designated by the Chief or designee.

3. Participation in activities ordered by the Chief or staff which have been designated by the Chief or staff as a high-risk activity.

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

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

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

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

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

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

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

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

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

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

Section 9 Light Duty: Light duty assignments will be in the Fire Rescue Department at the discretion of the Chief or designee subject to the provisions of this Section and will be based on departmental needs at that time.

Section 9.1 The Chief or designee must approve all light duty assignments. There will be a minimum of five (5) temporary light duty assignments available at any one time. The number of

light duty assignments may exceed the above minimum if the Chief or designee determines that it is in the best interest of the City to provide additional light duty assignments. Unless provided otherwise by the Chief or designee, light duty assignments will involve a forty-hour workweek schedule. 48-hour personnel following a 21 day pay cycle with convert to a 40-hour schedule regardless of incapacitation and or temporary disability.

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

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

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

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

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

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

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

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

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

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

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

tasks. The Chief shall have the discretion to determine the employee's ability to satisfactorily perform the assigned light duty tasks.

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

ARTICLE 34 - HOSPITALIZATION INSURANCE PLAN

Section 1 As of October 1, 2026 the City agrees to continue to contribute one thousand and five hundred ninety-nine dollars ($1,599) to the City's health plan toward monthly premium costs for each eligible employee in the Bargaining Unit who elects to participate in the City's health plan.

Section 1.1 Effective January 1, 2027, the City's comprehensive contribution shall be adjusted by the weighted average annual trend for Health Maintenance Organization (HMO)/high-deductible consumer-driven plan plus two percent (2%), as published in a healthcare trend report provided by the City's actuary.

The City's monthly contribution is for the purpose of providing comprehensive health coverage as well as any elected dental coverage. An employee who elects such coverage shall be responsible for payment of any premium in excess of the City's contribution, which shall be deducted from the employee's paycheck. However, during the term of this Agreement, the employee's premium payment shall increase by no more than 8% per year.

Section 2 The City agrees to continue substantially, if available, the present health care benefits but reserves the right to change current companies, plan designs, benefits, and/or offer plan alternatives to mitigate premium cost increases if the premium cost for the benefits provided exceeds the combined amount of contributions from the City and employees.

Section 3 In the event that the single employee premium for coverage is less than the contribution made by the City, such excess funds shall be utilized to reduce the premiums of all family coverage.

Section 4 Upon written authorization of the bargaining unit member, the City shall deduct a biweekly amount approved by the Union President, for a Retiree Health Benefit Plan. A check will be sent to Fort Lauderdale Firefighters' Insurance Trust Fund for the sum of the deductions within ten (10) days following each pay period.

Section 5 Under the City's plan and subject to Florida State Statutes, firefighter retirees age 65 and over may continue coverage based on payment of the full monthly rate. Once coverage is terminated, retirees cannot reenroll in the City's health plan.

Section 6 The City agrees to continue to make contributions on behalf of former employees receiving catastrophic disability retirement benefits until Medicare eligibility.

Section 7 Those employees on disability as of November 23, 1988, shall continue to receive the City's health insurance contribution until normal retirement.

Section 8 For disabilities occurring after November 23, 1988, the City agrees to continue to make contributions on behalf of plan members receiving any other form of disability retirement benefits for a period of two (2) years from the date of disability.

Section 9 The City shall provide an Internal Revenue Code Section 125 pre-tax benefit for health insurance premiums.

Section 10 In addition to the Section 125 benefit for health insurance premiums provided in this Section, the City at its discretion may offer additional Section 125 benefits to Bargaining Unit members. The offer of additional benefits is conditioned upon compliance with Section 125 regulations including, but not limited to, the requirement that any such benefits must be made available to all eligible City employees. The City retains the sole and exclusive right to administer such benefit plan, including but not limited to, the right to develop and revise benefits and procedures.

Section 11 For bargaining unit members hired prior to June 16, 2015, and who retire on or after October 1, 2000, the City will contribute four hundred dollars ($400.00) per month for health insurance benefits to employees who retire after their Normal Retirement Date. This contribution shall become effective beginning the month following their termination from employment with the City after their Normal Retirement Date and shall cease upon the member attaining Medicare eligibility. For bargaining unit members eligible to receive the benefit established in this Section 11 who retire from service on or after October 1, 2023, the City shall pay such contribution to the VEBA established by the Union with such payment credited to the employee's individual account to be maintained by the VEBA.

Section 12 Plan members on Deferred Retirement Option Program (DROP) shall not be eligible for retiree benefits under Section 11 until termination of employment with the City.

Section 13 The City will deposit the retiree medical insurance benefit or stipend into the same direct deposit bank account the retiree designates for the monthly pension.

Section 14 An employee who participates in the City-sponsored medical plan may elect to participate in the Wellness Incentive Program offered by the City. The cost of participation in the Wellness Incentive Program shall be borne by the City. Upon successful completion of the program, participants will receive a taxable $500 cash incentive reward.

Section 15 The Union may decide to obtain and/or provide comprehensive health coverage other than that provided by the City. In the event the Union elects to exercise this ability to opt-out of the City's health and dental insurance program, the Union will provide the City written notice of the same no later than June 1 of the year immediately preceding the plan year in which the opt-out will take effect (January 1 of the following calendar year). In the event the Union opts-out, the City will contribute to a trust fund to be established by the Union for purposes of providing comprehensive health coverage the same amount it would have otherwise contributed toward health and/or dental coverage for each bargaining unit position in accordance with Article 34, Section 1, had the Union not opted-out. Such monthly contributions shall commence in January of the calendar year following the year in which notice is provided to the City by the Union in accordance with the provisions of this Section 15. Further, the City shall pay to the trust fund to be established by the Union a one-time, lump sum payment of five hundred thousand dollars ($500,000) no later than December 31 of the calendar year in which notice of the opt-out is provided to the City. If the Union provides notice of its intent to opt-out in 2025, such lump-sum payment shall increase by the same percentage as the increase calculated pursuant to Section 1.3 above and, if the Union provides notice of its intent to opt-out in 2026, the lump-sum payment shall increase by the same percentages as the increases calculated pursuant to Sections 1.3 and 1.4 above.

Section 15.1 In the event the Union opts-out, the City shall continue to provide an Internal Revenue Code Section 125 pre-tax benefit for health insurance premiums and the trust fund to be established by the Union shall be responsible for providing comprehensive health coverage for all active employees in the bargaining units represented by the Union, including the provisions of such coverage for those who elect to continue participation after retiring and separating from service with the City.

Section 15.2 In the event the Union opts-out, the Union agrees to indemnify and hold the City harmless for any and all claims which may be asserted by any person or entity against the City related to, or in any manner arising out of, health and dental insurance coverage provided by or through the Union or any trust it may establish after the effective date of the opt-out. The Union agrees that it will be solely responsible for obtaining any necessary State approval of its insurance program. The Union further agrees it will be solely responsible for all reporting requirements established by federal or state governments and the costs associated with reporting and/or administration of the plan.

Section 15.3 In the event the Union opts-out, it agrees to assist as necessary to ensure that requests for public records submitted by the City regarding the provision of health or dental insurance after the opt-out receive a timely response.

Section 15.4 In the event the Union opts-out, it agrees that any trust or plan created by the Union shall not use the name “City of Fort Lauderdale” but that it may use the term “Fort Lauderdale Firefighters” in its name.

ARTICLE 35 - EQUAL OPPORTUNITY / AFFIRMATIVE ACTION PROGRAMS

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

ARTICLE 36 - LEAVE WITHOUT PAY

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

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

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

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

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

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

ARTICLE 37- RESIGNATION

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

ARTICLE 38 - COURT APPEARANCES

Any regular employee who is required to appear as a witness called by the City or as a result of employment with the City in an administrative hearing, court hearing, trial or deposition in connection therewith, provided that such leave is reported in advance to the Fire Chief or designee, shall be entitled to leave with pay if such court appearance occurs while the employee is on duty. Such employee shall be entitled to pay in a total amount equal to the employee's regular full pay, less that amount received by the employee as a witness fee.

In the event the employee is not on regularly scheduled duty, time spent giving testimony under circumstances as provided above shall be paid in a total amount equal to one and one-half (1-1/2) times the employee's regular rate less that amount received by the employee as a witness fee with a minimum guarantee of two (2) hours pay for such appearance.

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

On any scheduled day off, a regular employee who is required to stand-by to appear as a witness as a result of employment with the City shall be paid one-half (1/2) the straight time hourly rate for each hour on stand-by up to a maximum of eight (8) hours Stand-by Pay.

An employee who is advised that he/she is on stand-by must immediately notify the Assistant Chief and provide a copy of any subpoena or court document evidencing such status.

ARTICLE 39 - PAST PRACTICES

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

A. Employees shall be allowed to sleep during their duty hours if not on work or emergency assignment or at the discretion of the Chief Officer in charge.

B. The City shall maintain beds and bedding at Fire Stations.

C. The City shall provide a retirement badge, retirement ID and wallet upon normal retirement with twenty (20) or more years of service or service incurred disability in accordance with the described policy in effect at the time of retirement, and such employees shall receive their assigned fire helmet and respective firehouse flag.

D. Employees shall be allowed to have personal radios and TVs at the Fire Stations.

E. The City will continue to provide payroll deductions for Union deductions, Credit Union, Benevolent Association, Police and Fire Insurance, United Fund, Firefighter Museum, Public Safety Chaplaincy, savings bonds and deferred compensation, and allow any other City approved deduction.

F. City owned exercise equipment will be maintained.

G. Employees shall be allowed to discuss Union business during their duty hours if not on work or emergency assignment.

H. The City will continue to furnish uniforms.

I. The City will continue to furnish Station, kitchen and bathroom supplies.

J. The City will continue to allow the Union and the Benevolent Association to maintain bulletin boards in each Fire Station for the purpose of the posting of notices and nonderogatory information.

K. The City shall continue the policy of biweekly pay periods. Overtime compensation may be made at the first pay period following the end of the established twenty-one (21) day work cycle.

L. The City shall maintain its pension contribution in accordance with applicable law.

M. The City shall continue the current policy of military leave in accordance with Florida Statute 115.07,as amended, and the federal Uniformed Services Employment and Re-Employment Rights Act (USERRA).

N. The City shall maintain and replace furniture as needed in each Fire Station.

O. The City shall maintain heating and air conditioning in Fire Stations when needed.

P. Employees will be allowed to hold off-duty employment provided the employment does not reflect discredit upon the fire profession, and there can be no conflict of interest. Employees must inform the Fire Chief, or designee, in writing, of any off-duty employment or within fourteen (14) calendar days of any change in off duty employment. The Fire Chief shall not unreasonably deny any request for off-duty employment. Denial of a request for off-duty employment may be appealed through the grievance and arbitration process.

Q. The Union shall be allowed to have vending machines in Fire Stations.

R. Station lighting shall be provided and used only when needed to conserve electrical energy whenever possible.

S. The Station Cook will be allowed to shop with his/her assigned crew.

T. The City will provide a locker for each employee. Lockers will not be searched unless there is good and sufficient reason to warrant such action. When such a search is made, the employee or Union shift representative will be present.

U. The City shall attempt to maintain fire apparatus and bunker gear in safe condition.

V. Employees shall be allowed freedom of reading materials as long as it is not offensive to other employees or persons visiting the fire station.

W. Sufficient lighting shall be made available for each designated sleeping area for department personnel.

X. Unless family members are on duty at the same time, families will be allowed to participate in Station holiday dinners with permission of the Chief Officer in charge.

Y. Ownership of an automobile shall not be mandatory.

Z. The City shall maintain one (1) self-contained breathing apparatus for each employee on duty.

AA. Employees will be allowed to wear their uniforms one and one half (1.5) hour before the start of their duty shift and up to one and one half (1.5) hour after the end of their duty shift except where the Fire Chief or designee has given prior approval.

BB. As long as the City, at its sole discretion, provides a Suggestion Program for "money saving ideas", it will permit Fire Rescue Department personnel to participate in such program.

CC. Except as otherwise provided in Article 51, "Productive Work and Work Assignment", Bargaining Unit members shall not be required to perform non-fire related duties for the City except by mutual agreement by the "member" and the City.

DD. The City shall continue pest control in Stations.

EE. Bargaining Unit members are issued protective firefighting equipment in accordance with Article 20 of the Collective Bargaining Agreement. Damaged or lost equipment will be replaced at no cost to the employee if the damage to the equipment or loss is not caused by the negligence of the employee. In the event an employee's equipment is stolen, the employee must notify his/her immediate supervisor hereafter a determination will be made regarding reimbursement after the employee's Battalion Chief has filed his/her written report. Damage to equipment or loss due to employee negligence will subject the employee to disciplinary action.

FF. The City and the Union agree to continue in effect the practice that employees who have been assigned to a light duty shall not be entitled to assignment pay or any other actual or perceived benefit(s) that employees who have been assigned to a 40-hour per week schedule for non-light duty or non-disciplinary related reasons might enjoy.

GG. The City and the Union agree that any employee who has been changed from one shift to another shift shall, whenever possible and with the approval of the Fire Chief

or designee, retain the vacation days previously scheduled for the year in which the vacation is to occur.

HH. All Operations personnel must contribute to the chow fund.

II. Employees shall only be charged leave for the shift assigned unless because of the length of illness or injury they are considered to be on a forty (40) hour workweek and not a forty-eight (48) hour (24 hours on and 48 hours off) schedule.

JJ. The City shall continue to provide fenced parking space for on-duty personnel at any new or existing fire station. The City shall not assume liability for theft in the fenced parking space.

ARTICLE 40 - PROVISIONS IN CONFLICT WITH LAW

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

ARTICLE 41 - ZIPPER AND WAIVER CLAUSE

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

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

ARTICLE 42 - MODIFICATIONS TO RETIREMENT SYSTEM

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

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

Section 3 All terms and provisions of the ordinance establishing the Fort Lauderdale Police and Fire Retirement System applicable to employees covered by this Agreement shall remain unchanged except as modified herein.

Section 4 Election to maintain DROP Account on deposit with Plan after the DROP Period ends; continuation of DROP Earnings after termination of DROP:

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

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

1. Lump sum distribution to the Member (which may be used at the Member discretion to purchase an annuity) or

2. Roll over the balance to another qualified retirement plan.

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

D. A Member shall retain the right prior to reaching an age at which the member must take a required minimum distribution to request and receive a full distribution of the amount in the Member's DROP Account or a full distribution of the amount remaining in the Member's DROP Account after any partial distributions.

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

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

Section 5 Effective October 1, 2014, a member who separates employment with the City prior to attaining normal retirement will not receive interest on returned funds.

Section 6 The parties mutually agree to continue the status quo with regard to the use of premium tax revenues received pursuant to Chapter 175, Florida Statutes, which allows a portion of the Chapter 175 premium tax revenues that are now being transferred to the Firefighters' Share Plan each year shall be retained by the Police and Firefighters' Retirement Plan and applied to reduce the City's annual required contribution to the Plan. The amount of Chapter 175 premium tax revenues to be retained shall, when added to the amount of Chapter 175 premium tax revenues now going to the Plan, be equal to the per capita amount of Chapter 185 premium tax revenues going to the Plan for each active police officer in the Plan as of October 1 of each year (excluding the amount in the Chapter 185 premium tax revenue reserve account in the Plan on December 31, 2013). For example, during plan year 2013-2014, the Plan received $2,143,898 in Chapter 185 premium tax revenues (excluding the amount in the Chapter 185 premium tax revenue reserve account on December 31, 2013). On October 1, 2014, there were 499 active police officers in the Plan. Thus, the per capita amount of Chapter 185 premium tax revenues for each police officer is $4,296.39. On October 1, 2014, there were 385 active firefighters in the Plan. Multiplying the number of active firefighters by $4,296.39 results in $1,654,110.15 in Chapter 175 premium tax revenues that would be retained in the Plan and applied to reduce the City's annual required contribution to the Plan during the 2014-2015 plan year. In the event the Florida Division of Retirement requires that an additional benefit be provided for the additional portion of Chapter 175 premium tax revenues retained by the Plan, the parties agree that the firefighter member contribution to the Plan may be increased by a percentage of the firefighter payroll that is equal to the additional amount of Chapter 175 premium tax revenues retained by the Plan, and applied to reduce the firefighter member contribution back to the current level. In no event shall the employee contribution rate exceed the employee contribution rate prior to the increase.

Section 7 Section 20-141 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to add new subsection (h) to read as follows:

(h) Members may use accumulated benefits within this Plan for the purchase of military or fire service credits in the Fort Lauderdale Police and Fire Retirement System by rolling the necessary amount from this Plan to the Police and Fire Retirement System in a trustee-to-trustee transfer as provided in subsection (g) of this section. No member may receive payment in cash for this purpose. Should any provision of this subsection conflict with the applicable provisions of the

Internal Revenue Code and the regulations of the Department of Treasury, this subsection shall be deemed void as if it had never been enacted and the remaining provision of this Plan shall remain in effect.

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

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

Section 9 Section 20-130 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to increase the employee contribution to ten (10%) of pensionable earnings. In the case of DROP participants, an employee contribution equal to the difference between the pre-DROP employee contribution and ten percent (10%) of pensionable earnings shall be paid throughout the DROP period. This provision shall be effective October 1, 2018.

Section 10 Section 20-129 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to permit Tier 2 members to enter DROP upon reaching their normal retirement date for a period of eight (8) years. The provisions of this section shall become effective on the first day of the month after the City Code is amended to implement the provisions of this section.

Section 11 Section 20-129 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to permit Tier 1 members to participate in the eight (8) year DROP by entering DROP no earlier than the completion of twenty (20) years of creditable service and paying the increased employee contribution of 1.75% during any period of DROP participation in excess of the maximum period otherwise permitted. In the event a member begins the extended DROP period but leaves prior to the completion of eight (8) years in DROP, the additional contribution shall not be refunded. The provisions of this section shall become effective on the first day of the month after the City Code is amended to implement the provisions of this section.

Section 12 The Code of Ordinances of the City of Fort Lauderdale shall be amended as necessary as determined by the Board of Trustees in order to effectuate the following changes:

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

1. Average Final Compensation is determined as the average compensation during the highest two (2) years of Credited Service;

2. The benefit rate is increased from three percent (3.00%) to three and thirty-eight hundredths (3.38%) for all years of Credited Service;

3. The maximum benefit accrual is increased from seventy five percent (75%) to eighty one percent (81%) of Average Final Compensation; and

4. The normal form of annuity is a sixty percent (60%) Joint and Survivor annuity with an additional forty percent (40%) death benefit during the first year of retirement.

B. The normal retirement date for Firefighters hired on or after October 1, 2014, is changed from twenty (20) years of service to twenty-four (24) years of service regardless of age, with the normal retirement date of age fifty-five (55) years with ten (10) years of service remaining unchanged.

C. A self-directed DROP plan will be established as an option for current and future DROP participants. The plan shall provide a 90-day window for current DROP participants to decide whether to opt into the self-directed DROP program. Elections to participate in the self-directed DROP will be irrevocable.

D. If approved in writing by the State of Florida Division of Retirement, a window of not to exceed two years to elect a ten (10) year DROP for Fire Rescue employees that participate in the self-directed DROP.

Firefighters who have not entered retirement, including entry into the DROP, as of the date of ratification of this Agreement shall have the option of buying up their maximum benefit accrual from eighty one percent (81%) of Average Final Compensation to eighty four and one-half percent (84.5%) of Average Final Compensation by paying the actuarial cost of such buy up in the same manner as a Firefighter may purchase prior service credit, which may include use of the Firefighter's share account to pay such cost. Because this option is available, any diminishing DROP period (reduction in the maximum eight-year DROP time period) shall not start to reduce until the Firefighter completes twenty-five years of service.

ARTICLE 43 - LATE / A.W.O.L.

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

Section 2 A.W.O.L.: An employee reporting to work one (1) hour or more after his/her regularly scheduled starting time will be denied the right to work that shift. However, an employee may be permitted to work the remaining shift only if the employee calls his/her Division Chief, or designee, prior to 0900 hours to report his/her absence and reports to work before 1200 hours. Any overtime costs incurred by the City as a result of such employee reporting late to work shall be reimbursed, at the appropriate rate, through the employee's accrued vacation time and the occurrence shall be considered as a late for purposes of this article.

Section 3 For purposes of this Article, each lateness shall count as one (1) point and each A.W.O.L. shall count as two (2) points.

Corrective discipline for late/A.W.O.L. shall be applied as follows.

Non-Operations:

1 point within a consecutive 12-month period	Written Reprimand
2 points within a consecutive 12-month period	1/2 Shift Suspension (4 Hours)
3 points within a consecutive 12-month period	1 Day Suspension (8 Hours)
4 points within a consecutive 12-month period	3 Day Suspension (24 Hours) with Final Notice
5 points within a consecutive 12-month period	Termination

Operations:

1 point within a consecutive 12-month period	Written Reprimand
2 points within a consecutive 12-month period	1/2 Shift Suspension (12 Hours)
3 points within a consecutive 12-month period	1 Shift Suspension (24 Hours) with Final Warning
4 points within a consecutive 12-month period	Termination

Section 4 Discipline will normally be imposed according to the above schedule. If the employee is able to show some compelling reason for the late or A.W.O.L., the Fire Chief or designee may elect in a manner which is not arbitrary or capricious to withhold or modify discipline in a given case. Any modification of discipline in a given case shall be non-precedent setting in all future cases.

Section5 Transfer from Operations to non-Operations, or from non-Operations to Operations, shall not affect the total points the employee has accumulated under this Article. A non-Operations employee who has accrued four (4) points under this Article shall not be transferred to Operations unless mutually agreed upon by the City and the Union.

For example**:** An Operations employee with two (2) accrued points under this Article who is transferred to Non-Operations shall continue to have two (2) accrued points under this Article.

Section 6 At the request of an employee who is reporting after the scheduled starting time, an employee on duty may agree to hold over until such time as the employee reports to work providing that**:**

1. The employee requesting a hold over must arrange the hold over before 0800 hours, and
2. the employee holding over must notify the station officer before 0800 hours that he/she is holding in for the schedule employee, and
3. the late employee contacts the Division Chief no later than 0900 hours and reports to work prior to 1200 hours, and
4. The City incurs no overtime pay liability.

ARTICLE 44 - LEGAL BENEFITS

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

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

Section 3 In a civil damage suit in which a defense is provided by the City, the City will indemnify that employee against any judgments, except for punitive damages, rendered in that suit against the employee as a result of his/her actions which occurred while he/she was acting within the scope and course of his/her employment, up to the limits specified in 768.28(5), Florida Statutes, as amended.

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

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

[1] Section 768.28, Florida Statutes

ARTICLE 45 - DISCIPLINE PROCEDURE

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

Disciplinary action shall include the following**:**

a. Written reprimand
b. Suspension/forfeiture of time
c. Demotion
d. Discharge

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

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

A letter of reprimand may be appealed orally or in writing through the chain of command. Each level in the chain of command shall have the power to rescind a letter of reprimand. If the written reprimand is not rescinded by the Fire Chief or designee, the employee shall have the right to submit the issue to a neutral party for final and binding determination. The neutral selected by the parties shall be the current Human Resources Director or designee. The parties agree that this will be an expedited procedure using oral arguments and documents of evidence. There will be no submission of briefs, and the parties mutually agree that attorneys will not be used for this procedure. The sole function of the neutral will be to rule on the facts related to the incident. The Human Resources Director or designee will issue a written decision within seven (7) calendar days. The Human Resources Director or designee shall have the authority to sustain, reduce, or expunge a reprimand.

Section 2 The parties hereby mutually recognize and acknowledge the existence of that portion of Florida Statutes 112 entitled, "Firefighters' Bill of Rights". The parties agree that any and all violations or alleged violations of this statute will be resolved exclusively through appropriate statutory appeal. However, if the parties mutually agree, Article 48, "Arbitration", may be used to remedy the alleged violations.

Section 3.0 An appeal of a suspension, demotion, or dismissal shall be processed as set forth below.

Section 3.1 If discipline other than reprimand is contemplated, the Fire Chief or designee shall meet with the Union prior to submission to the City Manager.

Section 3.2 Fire Chief or designee, within ten (10) working days following the close of the meeting with the Union, will submit to the City Manager a recommendation for action. Within ten (10) working days after receipt of that recommendation, the City Manager will issue a final decision in the matter in writing, a copy of which will be delivered to the employee and/or the Union Steward.

Section 3.3 If disciplinary action is taken by the City Manager, which the employee considers to be unwarranted, the employee and the Union representative may appeal such action by filing a grievance directly under Article 7, Section 2, Step 3.

Section 3.4 In considering the severity of a disciplinary recommendation, the Fire Chief or designee may take into account the employee's official personnel file.

Section 3.5. Any regular employee may be immediately terminated or suspended without advance notice where the giving of such notice could result in damage to the City or to private property, injury to the employee, a fellow employee or the general public.

Section 3.6 In any case in which an employee is charged by proper authorities with commission of a crime, the employee, within 24 hours, shall notify the Fire Chief who shall notify the Human Resources Director. The employee may be immediately suspended without pay pending final disposition of such criminal charges. Such suspension shall not be subject to review through the grievance/arbitration process set forth in this Agreement.

A. In the event that any employee is convicted of such criminal charges, his/her suspension shall automatically be converted into an involuntary termination and shall not be subject to further review through the grievance/arbitration process set forth in this Agreement.

B. Where charges against any employee are dismissed for any reason, the City shall have twenty (20) days after receipt of notice of such action to either reinstate the employee with back pay or to institute administrative disciplinary charges against the employee. Such administrative charges, if any, shall be subject to review under the grievance/arbitration procedures provided herein.

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

Section 3.7 If the City Manager rescinds, modifies, or both the disciplinary action, a loss in pay, if any, will be rectified.

Section 3.8 If the disciplinary appeal has not been satisfactorily resolved under this procedure, the City or the Union may proceed to arbitration as set forth in Article 48 – Arbitration.

ARTICLE 46 - DONATION OF ACCRUED LEAVE

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

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

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

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

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

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

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

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

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

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

Section 5.0 The Fire Rescue Department timekeeper will immediately notify Human Resources of the employee's return to work or of any major change in the employee's physical condition.

ARTICLE 47 - DURATION OF AGREEMENT

Section 1 This Agreement shall be in effect as of 12:01 a.m. October 1, 2026, or upon ratification by the parties, whichever is later, and shall remain in full force and effect until the 30th day of September 2027. It shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing, no later than March 1, 2027, or by March 1 of any year thereafter, of an intention to negotiate a successor agreement.

ARTICLE 48 - ARBITRATION

Section 1 If no satisfactory resolution of a grievance has been reached under the procedure provided in Article 7 of this Agreement and the grievance or dispute relates to the determination of rights and obligations conferred or created by this Agreement and a written request for arbitration is made by the Union within ten (10) working days after the final answer from the Human Resources Director or designee, a request for a written panel of arbitrators shall be made and such dispute shall be submitted for final and binding arbitration. If no request for arbitration is received within ten (10) days after the written answer from the Human Resources Director or designee, the grievance will be considered by both parties to be withdrawn and settled based on the answer received from the fourth step of the grievance process.

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

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

Section 3.0 The arbitration shall be conducted under the rules set forth in this Agreement and shall proceed as follows**:**

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

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

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

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

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

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

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

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

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

Section 3.9 Except in disciplinary cases, the party claiming misinterpretation or misapplication of this Agreement shall have the burden of proving its contention.

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

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

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

ARTICLE 49 - PHYSICAL FITNESS PROGRAM

During the life of this Agreement, the City and the Union agree to develop and implement a Wellness Program for bargaining unit members.

All employees shall be afforded the ability to work out in order to maintain their physical fitness on duty.

ARTICLE 50 - SUBSTANCE / ALCOHOL TESTING PROGRAM

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

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

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

a. Any employee under the influence of an illegal substance or alcohol in the workplace shall upon detection be immediately suspended without pay pending an investigation. Should the employee be judged to be in violation of this Article he/she may be disciplined up to and including dismissal based on Fire Chief's discretion. In the event the Fire Chief chooses to use his/her discretion not to terminate the employee, the employee will be subjected to a comprehensive drug rehabilitation program at employee expense and unlimited drug testing for two years from the date of the determination by the Fire Chief. "Under the influence" as used in this Article shall be defined as those amounts of drugs, alcohol, or controlled substance which are specific within this Article or for which there are State statutory standards.

b. Any employee found to be selling, purchasing, using, transferring, or in the possession of an illegal substance on or off duty shall upon detection be immediately suspended without pay pending an investigation. Should the employee be judged to be in violation of this Article, he/she will be dismissed from City employment. Furthermore, any employee who alters or attempts to alter any illegal substance or alcohol test will be dismissed from City employment.

c. While on duty, any employee under the influence of a legally obtained drug to the extent that such use influences or impairs the ability of the employee, affects the safety of coworkers, impairs the employee's job performance or the safe or efficient operation of Fire Rescue Department equipment, shall upon detection be immediately suspended without pay pending an investigation. The investigation may include drug and alcohol testing. Should the employee be found to be in violation of prescribed physician's directions, he/she will be discharged from City employment.

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

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

B. Following any accident or serious incident occurring on-duty and/or where the City has reasonable suspicion based upon objective factors that the involved employee(s)

may be under the influence of alcohol, illegal substances or non-physician prescribed drugs.

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

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

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

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

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

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

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

Section 4 Drugs, their metabolites, alcohol and other substances for which the City will screen an employee's urine sample, blood sample, or both include, but are not limited to the following**:** alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), extended opiates, marijuana metabolites (delta9-tetrahydrocannabinol-

9carboxlyic acid), methadone, methylenedioxymethamphetamine, opiates, phencyclidine, and propoxyphene. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry (GC/MS). Employees shall be required to document their legal substance use, as defined above, within twenty-four (24) hours of their initial drug screening test. Test results shall be treated with the same confidentiality as other medical records. The standards for positive results to be used for employee drug testing are as follows**:**

DRUG TESTING STANDARDS
10 DRUG OPIEX MDMA

Drug/Metabolite	Screening Test	Confirmation Test
Amphetamines	500 ng/ml	250 ng/ml
Methamphetamine	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	50 ng/ml
Benzoylecgonine	300 ng/ml	50 ng/ml
Cocaine Metabolite	150 ng/ml	100 ng/ml
Extended Opiates	300 ng/ml	150 ng/ml
Marijuana Metabolite	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methylenedioxymethamphetamine (MDMA)	500 ng/ml	300 ng/ml
Methylenedioxyamphetamine (MDA)	500 ng/ml	300 ng/ml
Opiates	*2,000 ng/ml	2,000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Codeine/Morphine	2,000 ng/ml	2,000 ng/ml
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml
Hydrocodone/Hydromorphone	300 ng/ml	100 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml

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

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

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

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

employees from voluntarily utilizing the EAP prior to the commencement of an investigation or order to submit to testing.

ARTICLE 51 - PRODUCTIVE WORK AND WORK ASSIGNMENT

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

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

Section 3 The Fire Chief or designee shall determine whether any injury sustained by an employee while performing productive work under this Article falls within the high-risk or low- risk categories set forth in Article 33, provided that such determination shall not be arbitrary or capricious.

ARTICLE 52 - SUBCONTRACTING

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

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

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

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

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

ARTICLE 53 - SMOKING POLICY

Section 1 All firefighters shall be nonsmokers at the time of hire as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, cigars, pipes, electronic smoking devices or tobacco products of any kind at all times, whether on or off duty. Any firefighter hired on or after March 1, 1988, who violates this provision will be subject to disciplinary action up to and including discharge.

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

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

ARTICLE 54 – PREGNANCY AND PARENTAL LEAVE

Section 1 Pregnancy leave shall only be authorized for periods when the employee is unable to perform her regularly assigned duties due to pregnancy or medical complications arising out of pregnancy. Such leave shall require prior approval of the Fire Chief or designee and may not be utilized for child rearing purposes.

Section 2 The employee must comply with the City's request for information concerning the status of the pregnancy and the anticipated date that she will be able to return to work. The Human Resources Director may require further determination of physical fitness by a physician or physicians designated by the Human Resources Director. Such additional medical examinations shall be at no expense to the employee. An employee returning to work after such leave shall maintain seniority or other benefits as provided in this Agreement.

Section 3 In the event there is a difference of opinion between the physician designated by the Human Resources Director and the employee's physician regarding the employee's physical fitness to perform the work in which employed, a third physician shall be designated by the City's and the employee's physicians, whose decision shall be final and binding.

Section 4 When submitting a request for pregnancy leave, the employee shall designate the number of paid hours (sick, vacation, compensatory leave, or any combination thereof) she wishes to bank for future use. With the exception of banked paid leave, the employee must utilize all paid leave before going on unpaid pregnancy leave. Once the employee goes on approved unpaid leave, the banked paid leave shall not be utilized until the employee's return to work. Nothing in this Section shall limit the Fire Chiefs or designee's sole discretion to permit the disabled employee to utilize her banked paid leave for an unforeseen medical circumstance or emergency. Requests for donated leave must disclose the amount of sick, vacation, and compensatory time the employee has banked.

In absence of a physician's statement certifying that the employee is disabled due to conditions arising out of pregnancy, the employee shall be considered fit for duty and will be expected to be able to return to duty beginning the ninety-first (91st) calendar day following the date of delivery.

Section 5 Employees shall receive up to two (2) consecutive weeks of paid parental leave for a qualifying event under the Family Medical Leave Act (FMLA) specifically and exclusively as it relates to the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care.

Section 5.1 To qualify for paid parental leave, an employee must be eligible and approved for FMLA for the care of the employee's newborn child of the placement of a child with an employee in connection with adoption or foster care. Once approved for FMLA, the eligible employee shall receive paid parental leave under the following provisions:

a. Paid parental shall not exceed two (2) weeks at the employee's base rate.
b. Paid parental leave must be utilized concurrently with FMLA before any other paid time off and may not be used to extend time off beyond the approved FMLA period.
c. Paid parental leave must run consecutively and cannot be used intermittently.
d. Paid parental leave cannot be banked or cashed out.
e. If both parents work for the City, each parent is entitled to two (2) weeks of paid parental leave.

Section 5. 2 Upon approval of FMLA, Human Resources will upload two (2) weeks of paid parental leave into the timekeeping system and instruct the employee's department to utilize paid parental leave hours first upon the birth or placement of the employee's child. For the purposes of paid leave, two (2) weeks of pay means pay for the normal amount of hours worked within a workweek.

ARTICLE 55 - LABOR / MANAGEMENT

Section 1 A Labor Management Committee shall be established to promote communications between the Union and the City by exploring avenues which will lead to better understanding, greater cooperation, and the productive and efficient operation of the Fire Department.

The Committee shall be composed of three (3) representatives selected by the Union and three representatives selected by the Fire Chief or designee and a representative of the Employee Relations Office. Resource people and visitors may attend Committee meetings upon mutual agreement of the Union and City representatives.

The Committee shall have advisory powers only. The responsibility for making decisions will continue to remain with the line management of the City and with the line officers of the Union.

To achieve stability members shall serve for one (1) year. Absent members shall not be replaced with alternates unless a member terminates his/her employment with the City or is on long term leave.

The Committee will meet on a quarterly basis. The Committee will be free to discuss any subject except grievances that are currently pending.

Any rule and arrangements under which the Labor Management Committee operates may be changed by mutual agreement of the City and Union.

In order to promote the establishment of the Labor Management Committee, the City will make available up to three thousand five hundred ($3,500) the first year of the ratified collective bargaining agreement.

The expenditure of any such funds made available by the City will require mutual agreement by the City and Union.

ARTICLE 56 - TAKE HOME CARS

Section 1 IAFF Bargaining Unit members assigned to a 40-hour work week will be assigned take home cars at the discretion of the Fire Chief under the following provisions**:**

A. Bargaining Unit members who do not live Broward, Miami-Dade or Palm Beach County may be assigned a take home car if they are assigned to duties which require a vehicle and, in the opinion of the Fire Chief, would be needed to conduct the operational needs of the department.

B. All take home vehicles shall be used only for City business and transportation to and from work. Take home vehicles may be utilized to run personal errands while reporting to and from work so long as the travel required to complete such errands does not add more than ten (10) miles to the employee's normal commute. Carrying of non-employee passengers in City vehicles is permitted only if it is in the furtherance of City business and it is related to the job activities of the City employee driver. Carrying of the employee's children (including the employee's children or any children residing with the employee) shall only be permitted when traveling to and from work to drop off or pick up children from school or day care. Car seats must be placed in the trunk of the vehicle when not in use.

C. A spouse or domestic partner who is also an employee of the City may be carried to and from work provided that:

a. The employee assigned the vehicle is scheduled to work on the same day, and the employee assigned the vehicle does not leave work, for lunch or otherwise, to pick up the spouse or domestic partner;

b. Doing so does not add more than six (6) miles to the employee's normal commute; and

c. The City vehicle is not used when the employee is on leave status except in furtherance of City business.

D. . The operation of City vehicles shall be conducted in accordance with the policies set forth in the Fire Rescue Department Personally Assigned Vehicle (PAVe) Procedures and City of Fort Lauderdale Policy and Standards Manual regulating the use of City vehicles Chapter 8, Section 1, Subject 1 (8.1.1), and take-home vehicles Chapter 8, Section 1, Subject 3 (8.1.3) unless otherwise outlined in this Agreement. The Fire Rescue Department will notify the Union of any changes in Section 8.1.1 and 8.1.3 of the Policy and Standards Manual. All members shall familiarize themselves with these procedures and all officers will be responsible for their strict enforcement.

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

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

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

Section 4 Bargaining Unit Members assigned take home vehicles who reside within the boundaries of the City of Fort Lauderdale, or any other City where the Department provides contractual Fire and Medical services will not be charged for reimbursement. Employees residing outside the City limits, but within a twenty-five (25) mile direct line radius from City Hall will reimburse the City $20.00 per pay period. Employees residing beyond a twenty-five (25) mile direct line radius from City Hall will reimburse the City $60.00 per pay period. Employees residing outside the Tri-County area (Broward County, Miami-Dade County, and Palm Beach County) will reimburse the City $100.00 per pay period if a take home vehicle is approved by the Fire Chief in accordance with Section 1A of this Article. These rates shall be effective the first full pay period after ratification of this Agreement.

ARTICLE 57 - MERGERS OF OTHER FIRE DEPARTMENTS AND PROVIDING SERVICE TO OTHER MUNICIPALITIES

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

ARTICLE 58 -STATION ASSIGNMENT

Section 1 Station assignment or pick preferences will be processed each fiscal year prior to vacation selections. During this pick employees may indicate their preference for station and apparatus assignment from the available slots. The City will consider the employee's classification seniority when making assignments, however the assignments of station and apparatus will be made by the Fire Chief based primarily on departmental objectives, with seniority being one of the many relevant considerations.

Section 1.1 During the station and apparatus assignment preference or pick period, employees may indicate their station and apparatus preference.

The Fire Chief will indicate the staffing levels, classifications, and qualifications required for each position assigned to an apparatus.

Section 1.2 Prior to the yearly station bid, all parameters will be reviewed by labor and management.

Section 1.3 An employee who is permanently reassigned or promoted shall not have the right to exercise station preferences until the first available selection process after the reassignment or promotion becomes effective.

Section 1.4 Although it is the intent of this Article to permit employees the opportunity to indicate preference in apparatus assignment, it is understood that employees may be assigned to other apparatus based upon legitimate, non-arbitrary, departmental objectives, including, but not limited to, staffing and training needs of the department.

Section 1.5 The provisions of this Article do not constitute a waiver by the City of its right to determine the mission of the Fire Rescue Department, or the right to determine the number and type of personnel allocated to any particular shift, station, apparatus or specialty team.

Section 1.6 Mid-Year Vacancies:

In the event an apparatus vacancy becomes open for bid, the position will be posted for two (2) weeks and filled by seniority within the shift on which the opening exists.

Section 2 Members may remove themselves from a specialty team assignment with 180 days written notice to the City unless sooner released after providing such notice.

Section 3 The provisions of this Article may be amended or modified by written mutual agreement between the Union and the City.

ARTICLE 59 - EMERGENCY LEAVE

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

ARTICLE 60 - ORGANIZATIONAL CLIMATE SURVEY

The Union agrees that the City may conduct organizational climate surveys of members in the bargaining unit. The purpose of such surveys is to improve the organizational culture and climate of the various works units and to assist management in providing a more positive work environment for employees.

Prior to survey activity, the City agrees to meet and confer with the Union to discuss survey content.

ARTICLE 61 -DETAIL PAY

Section 1. Off-Duty, Details: The Fire Chief or designee shall administer the City's off-duty detail program. Effective October 1, 2026, the detail rate of pay shall be paid at the flat dollar rate of $50 per hour, command positions will be paid at $80 per hour, and the detail rate shall be supplemented by a $5.00 per hour surcharge to be paid to the VEBA established by the Union for every detail hour worked by a bargaining unit employee.

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

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

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

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

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

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

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

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

Section1.4 The provisions of this Article may be amended or modified by written mutual agreement between the Union and the City.

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

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

APPENDIX A - WAGE SCHEDULE

Wage rates effective October 1, 2026.

(630) FIREFIGHTER AND (640) PARAMEDIC/FIREFIGHTER
4% Wage Adjustment
PAY RANGE AMOUNTS BASED ON A 48-HOUR WEEK

PAY RANGE/ STEP	HOURLY RATE	BIWEEKLY RATE	MONTHLY RATE	ANNUAL RATE
F1 - 1A	$29.05	$2,788.80	$6,042.40	$72,508.80
F1 - 2A	$29.92	$2,872.32	$6,223.36	$74,680.32
F1 - A	$31.41	$3,015.36	$6,533.28	$78,399.36
F1 - B	$32.91	$3,159.36	$6,845.28	$82,143.36
F1 - C	$34.52	$3,313.92	$7,180.16	$86,161.92
F1 - D	$36.18	$3,473.28	$7,525.44	$90,305.28
F1 - E	$37.85	$3,633.60	$7,872.80	$94,473.60
F1 - F	$39.76	$3,816.96	$8,270.08	$99,240.96
F1 - G	$41.76	$4,008.96	$8,686.08	$104,232.96
F1 - H	$42.60	$4,089.60	$8,860.80	$106,329.60

***(631) DRIVER-ENGINEER**
4% Wage Adjustment
PAY RANGE AMOUNTS BASED ON A 48-HOUR WEEK

PAY RANGE/ STEP	HOURLY RATE	BIWEEKLY RATE	MONTHLY RATE	ANNUAL RATE
F2 - B	$36.02	$3,457.92	$7,492.16	$89,905.92
F2 - C	$37.67	$3,616.32	$7,835.36	$94,024.32
F2 - D	$39.45	$3,787.20	$8,205.60	$98,467.20
F2 - E	$41.51	$3,984.96	$8,634.08	$103,608.96
F2 - F	$43.39	$4,165.44	$9,025.12	$108,301.44
F2 - G	$45.62	$4,379.52	$9,488.96	$113,867.52
F2 - H	$46.54	$4,467.84	$9,680.32	$116,163.84

(666) FIRE LIEUTENANT 4% Wage Adjustment PAY RANGE AMOUNTS BASED ON A 48-HOUR WEEK				
PAY RANGE/ STEP	**HOURLY RATE**	**BIWEEKLY RATE**	**MONTHLY RATE**	**ANNUAL RATE**
F7 - B	$38.30	$3,676.80	$7,966.40	$95,596.80
F7 - C	$40.09	$3,848.64	$8,338.72	$100,064.64
F7 - D	$41.96	$4,028.16	$8,727.68	$104,732.16
F7 - E	$44.14	$4,237.44	$9,181.12	$110,173.44
F7 - F	$46.15	$4,430.40	$9,599.20	$115,190.40
F7 - G	$48.55	$4,660.80	$10,098.40	$121,180.80
F7 - H	$49.50	$4,752.00	$10,296.00	$123,552.00

(632) FIRE CAPTAIN 4% Wage Adjustment PAY RANGE AMOUNTS BASED ON A 48-HOUR WEEK				
PAY RANGE/ STEP	**HOURLY RATE**	**BIWEEKLY RATE**	**MONTHLY RATE**	**ANNUAL RATE**
F3- D	$44.94	$4,314.24	$9,347.52	$112,170.24
F3- E	$47.17	$4,528.32	$9,811.36	$117,736.32
F3- F	$49.45	$4,747.20	$10,285.60	$123,427.20
F3- G	$51.91	$4,983.36	$10,797.28	$129,567.36
F3- H	$52.95	$5,083.20	$11,013.60	$132,163.20

(635) FIREFIGHTER, (641) FIRE INSPECTOR I AND (646) PARAMEDIC/FIREFIGHTER 4% Wage Adjustment PAY RANGE AMOUNTS BASED ON A 40-HOUR WEEK				
PAY RANGE/ STEP	**HOURLY RATE**	**BIWEEKLY RATE**	**MONTHLY RATE**	**ANNUAL RATE**
F4 - 1A	$34.85	$2,788.00	$6,040.67	$72,488.00
F4 - 2A	$35.86	$2,868.80	$6,215.73	$74,588.80
F4 - A	$37.66	$3,012.80	$6,527.73	$78,332.80
F4 - B	$39.54	$3,163.20	$6,853.60	$82,243.20
F4 - C	$41.41	$3,312.80	$7,177.73	$86,132.80
F4 - D	$43.43	$3,474.40	$7,527.87	$90,334.40
F4 - E	$45.37	$3,629.60	$7,864.13	$94,369.60
F4 - F	$47.66	$3,812.80	$8,261.07	$99,132.80
F4 - G	$50.09	$4,007.20	$8,682.27	$104,187.20
F4 - H	$51.07	$4,085.60	$8,852.13	$106,225.60

*(636) DRIVER-ENGINEER AND (642) FIRE INSPECTOR II 4% Wage Adjustment PAY RANGE AMOUNTS BASED ON A 40-HOUR WEEK				
PAY RANGE/ STEP	**HOURLY RATE**	**BIWEEKLY RATE**	**MONTHLY RATE**	**ANNUAL RATE**
F5- B	$43.11	$3,448.80	$7,472.40	$89,668.80
F5-C	$45.13	$3,610.40	$7,822.53	$93,870.40
F5- D	$47.34	$3,787.20	$8,205.60	$98,467.20
F5- E	$49.72	$3,977.60	$8,618.13	$103,417.60
F5-F	$52.03	$4,162.40	$9,018.53	$108,222.40
F5-G	$54.63	$4,370.40	$9,469.20	$113,630.40
F5- H	$55.70	$4,456.00	$9,654.67	$115,856.00

(667) FIRE LIEUTENANT 4% Wage Adjustment PAY RANGE AMOUNTS BASED ON A 40-HOUR WEEK				
PAY RANGE/ STEP	**HOURLY RATE**	**BIWEEKLY RATE**	**MONTHLY RATE**	**ANNUAL RATE**
F8 - B	$45.86	$3,668.80	$7,949.07	$95,388.80
F8 - C	$48.01	$3,840.80	$8,321.73	$99,860.80
F8 - D	$50.35	$4,028.00	$8,727.33	$104,728.00
F8 - E	$52.88	$4,230.40	$9,165.87	$109,990.40
F8 - F	$55.31	$4,424.80	$9,587.07	$115,044.80
F8 - G	$58.09	$4,647.20	$10,068.93	$120,827.20
F8 - H	$59.24	$4,739.20	$10,268.27	$123,219.20

(637) FIRE CAPTAIN AND (643) FIRE SAFETY CAPTAIN 4% Wage Adjustment PAY RANGE AMOUNTS BASED ON A 40-HOUR WEEK				
PAY RANGE/ STEP	**HOURLY RATE**	**BIWEEKLY RATE**	**MONTHLY RATE**	**ANNUAL RATE**
F6 - D	$53.91	$4,312.80	$9,344.40	$112,132.80
F6 - E	$56.57	$4,525.60	$9,805.47	$117,665.60
F6 - F	$59.35	$4,748.00	$10,287.33	$123,448.00
F6 - G	$62.36	$4,988.80	$10,809.07	$129,708.80
F6 - H	$63.61	$5,088.80	$11,025.73	$132,308.80

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

For: City of Fort Lauderdale

Dean J. Trantalis, Mayor

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

Keith Costa, President

ATTEST:

David Solomon, City Clerk

Christopher Cooper, Acting City Manager

Approved as to form:

Paul Bangel, Senior Assistant City Attorney