

CONTRACT

BETWEEN

THE CITY OF TAMARAC

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

***EFFECTIVE OCTOBER 1, 2015 THROUGH
SEPTEMBER 30, 2018***

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ARTICLE 1

AGREEMENT

1.1 This Agreement is entered into by Tamarac, Florida, hereinafter referred to as the "City" and Local 3080 of the International Association of Firefighters hereinafter referred to as the "Union". It is the purpose of this Agreement to promote harmonious relations between the City and its employees and to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours, and other conditions of employment for employees covered by this Agreement.

ARTICLE 2
RECOGNITION

2.1 The City hereby recognizes the Union as the exclusive bargaining representative for all employees in the following appropriate unit:

INCLUDED: All full-time Firefighters, Driver/Engineers, Lieutenants, Fire Inspectors, Logistics Officer (if certified), Captain

ARTICLE 3

REOPENER CLAUSE

3.1 The term of this Agreement shall be three (3) years beginning October 1, 2015 and ending September 30, 2018.

3.2 No other articles shall be opened for negotiations during the term of this Contract except those mutually agreed upon by the Union and the City.

3.3 The Union and the City agree to initiate collective bargaining by July 15th in the final year of the collective bargaining agreement.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 In a mutual effort to provide a harmonious working relationship between the parties to this contract, it is agreed and understood there shall be a procedure for the resolution of grievances involving the application or interpretation of this Contract and grievances involving discharge, suspension, or disciplinary demotion or terms and conditions of employment as provided by this Contract.

5.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Failure to observe the prescribed time limits by either party shall result in the grievance proceeding to the next step of the grievance procedure with a written explanation attached. Any decision not appealed or any grievance settled, other than one settled through binding arbitration shall not constitute a precedent for the interpretation of this contract nor shall it be used as a basis for a future decision.

5.3 Grievances shall be presented in the following manner:

Step 1 The employee shall present the grievance to their immediate supervisor within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance. Such contact shall be in writing using the "Official Grievance Form". The grievance form shall specify the exact article which has been violated and the specific remedy requested. A Union Official may accompany an employee through each step of the grievance procedure. The immediate supervisor shall render a decision in writing within ten (10) calendar days and provide the written response to the grievant and the Union Official.

Step 2 Any grievance which is not satisfactorily settled with the immediate supervisor shall be signed by a Union Official and forwarded to a Battalion Chief within ten (10) calendar days after the completion of Step 1. The Battalion Chief shall render a decision in writing within ten (10) calendar days (or such longer period as mutually agreed upon) and provide the written response to the grievant and the Union Official.

Step 3 In the event the employee is not satisfied with the disposition of the grievance in Step 2, he/she shall have the option to appeal the disposition to the Fire Chief or his/her designee within ten (10) calendar days after the close of Step 2. The appeal shall contain copies of all previous steps. The Fire Chief or his/her designee shall render his/her decision within ten (10) calendar days of the filing of the appeal (or such longer period as mutually agreed upon) and provide the written response to the grievant and the Union Official.

Step 4 In the event Step 3 does not satisfy the employee, then an appeal may be submitted to the City Manager or his/her designee within ten (10) calendar days after the close of Step 3. The City Manager or his/her designee shall render a decision within twenty (20) calendar days (or such longer period as mutually agreed upon) and provide the written response to the grievant and the Union Official.

5.4 When a grievance is general in nature or is directly between the local union and the department and the City, then the written grievance shall be signed by a Union Official and shall be presented to the Fire Chief or his/her designee within the time limits provided for aggrieved employees or the representative of the local union. Thereafter, the grievance shall be processed in accordance with the procedures in Steps 3 and 4.

5.5 The parties desire to give this collective bargaining contract the maximum force and effect and

do hereby agree that this grievance procedure shall be the sole and exclusive method of resolving any dispute concerning interpretation or application of any provision of this contract. In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above, the arbitration procedure set forth in the Arbitration Article shall also apply, if invoked.

5.6 The union will not be required to process grievances for non-union employees.

5.7 Transmission of grievance responses via facsimile requires telephonic notification prior to the transmission, subject to the receiving party agreeing to receive the response via facsimile. The receiving party will not unreasonably withhold agreement to the transmission of the response via facsimile.

5.8 The original submission of a grievance may not be submitted via facsimile and the original grievance form shall continue to be the official grievance, with applicable documentation and original signatures affixed thereon.

OFFICIAL GRIEVANCE FORM

Before completing this form, carefully read the provision of Article 5 in the Contract.
Please type or print clearly. Use additional paper if necessary.

GRIEVANT INFORMATION

NAME:	RANK:
STATION:	SHIFT:

GRIEVANCE TYPE

INDIVIDUAL <input type="checkbox"/>	CLASS ACTION <input type="checkbox"/>	(Start at Step Three)
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STEP ONE GRIEVANCE

MUST BE PRESENTED TO IMMEDIATE SUPERVISOR WITHIN TEN (10) DAYS OF OCCURRENCE
SUPERVISOR MUST RESPOND WITHIN TEN (10) DAYS OF RECEIPT

Briefly Describe Situation: _____		
Article/Section Violated: _____		Remedy Requested: _____
Grievant Name: _____	Grievant Signature: _____	Date: ___ / ___ / ___
Supervisors Response/Explanation: _____		
Date Received by Supervisor: ___ / ___ / ___	Date Answered by Supervisor: ___ / ___ / ___	Supervisor Signature: _____

RESOLUTION:	ACCEPTED <input type="checkbox"/> By Grievant	REJECTED <input type="checkbox"/> By Grievant	Signature of Grievant: _____
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STEP TWO GRIEVANCE

MUST BE PRESENTED TO BATTALION CHIEF WITHIN TEN (10) DAYS OF SUPERVISOR'S RESPONSE
BATTALION CHIEF MUST RESPOND WITHIN TEN (10) DAYS OF RECEIPT

Battalion Chief's Response/Explanation: _____		
Date Received by Battalion Chief: ___ / ___ / ___	Date Answered by Battalion Chief: ___ / ___ / ___	Signature of Union Official (must be signed prior to submission to BC): _____

RESOLUTION:	ACCEPTED <input type="checkbox"/> By Grievant	REJECTED <input type="checkbox"/> By Grievant	Signature of Grievant: _____
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OFFICIAL GRIEVANCE FORM

STEP THREE GRIEVANCE

**MUST BE PRESENTED TO THE FIRE CHIEF WITHIN TEN (10) DAYS OF BATTALION CHIEF'S RESPONSE
FIRE CHIEF MUST RESPOND WITHIN TEN (10) DAYS OF RECEIPT**

Fire Chief's Response/Explanation: _____

Date Received by Fire Chief: ____ / ____ / ____	Date Answered by Fire Chief: ____ / ____ / ____	Signature of Union Official: _____
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RESOLUTION:	ACCEPTED <input type="checkbox"/>	REJECTED <input type="checkbox"/>	Signature (by Grievant, or Union Official if Class Action): _____
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STEP FOUR GRIEVANCE

**MUST BE PRESENTED TO THE CITY MANAGER OR DESIGNEE WITHIN TEN (10) DAYS OF FIRE CHIEF'S RESPONSE
CITY MANAGER/DESIGNEE MUST RESPOND WITHIN TWENTY (20) DAYS OF RECEIPT**

City Manager /Designee's Response/Explanation: _____

Date Received: ____ / ____ / ____	Date Answered: ____ / ____ / ____	Signature of Union Official: _____
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RESOLUTION:	ACCEPTED <input type="checkbox"/>	REJECTED <input type="checkbox"/>	Signature (by Grievant or Union Official if Class Action): _____
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ARBITRATION

ARBITRATION MUST BE FILED WITHIN 15 DAYS OF CITY MANAGER/DESIGNEE ANSWER

Request for Arbitration submitted on : Date: _____	By (Signature of Authorized Union Representative) _____
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Arbitration Request Received on: Date: _____	By (Signature of Authorized Union Representative) _____
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ARTICLE 6

ARBITRATION

6.1 In the event a grievance processed through the Grievance Procedure set forth in Article 5 has not been resolved, the grievant may submit the grievance to arbitration within fifteen (15) administrative working days after the City Manager or his/her designee renders a written decision on the grievance. Arbitrator may be one impartial person mutually agreed upon by the parties. In the event parties are unable to agree upon said arbitrator within ten (10) administrative working days, the parties shall jointly request the Federal Mediation and Conciliation Service or American Arbitration Association to furnish a panel of seven (7) persons resident in Florida from which each party shall have the option of alternatively striking names thus leaving the seventh (7) which will give a neutral or impartial arbitrator.

6.2 The parties shall make their choice of the impartial arbitrator within five (5) administrative working days after the receipt of the panel from the Federal Mediation and Conciliation Service or the American Arbitration Association.

6.3 The City and the employee (or the Union) shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree upon the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine its consideration and determination to the written statement of the grievance presented in Step 1 of the Grievance Procedure.

6.4 The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this contract or any part thereof or amendment thereto. The arbitrator shall have no authority to rule upon any matter which is stated in this contract not to be subject to arbitration, nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede or be in conflict with applicable laws in existence at the time of signing of this contract except to the extent as specifically provided herein. In the event there is a dispute concerning whether or not there is a conflict with applicable laws, it shall be submitted to Arbitration.

6.5 The decision of the arbitrator shall be final and binding.

6.6 Each party shall bear the expense of its own witnesses and of its representatives. The impartial arbitrator's fee and related expenses and expense of obtaining a hearing room, if any, shall be paid by the losing party. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost.

6.7 For the purposes of this Article, administrative working days shall mean Monday through Friday.

ARTICLE 7

CHECK-OFF

7.1 Any member of the Union who is covered by this Agreement and who has submitted a properly executed dues deduction card in accordance with the below-prescribed format may, by request in writing, have his/her membership dues in the Union deducted from his/her wages. Dues shall be deducted bi-weekly and shall be transmitted to the Union within thirty (30) days. If an employee does not have a payroll check due him/her, or if the check is not large enough to satisfy the deduction, no collection shall be made from the employee for that month.

7.2 The City shall have neither responsibility nor liability for any monies once sent to the Union, nor shall the City have any responsibility for the improper deduction of dues. The Union shall hold the City harmless against any and all claims made and against any suits instituted against the City on account of this Article.

7.3 The Union shall notify the City of the amount of Union dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union.

7.4 It shall be the responsibility of the Union to notify the Finance Director, in writing, of any change in the amount of dues to be deducted at least (30) days in advance of said change. Under no circumstances shall the City be required to deduct initiation fees or Union fines, penalties or assessments from the wages of any member.

7.5 Any member of the Union may, on thirty (30) days' notice to the City and the Union, request that the City cease deducting from his/her wages. A Union official (President, Vice President, Secretary Treasurer, or District President) shall verify by a form to be provided in this Contract that the member has notified the Union of the request to cease deducting dues.

7.6 A request for dues deduction must be submitted to the City on the following form:

AUTHORIZATION FOR DEDUCTION OF IAFF DUES

I hereby authorize the City of Tamarac to deduct from my wages, bi-weekly, the current normal IAFF dues and to transmit this amount to the Treasurer of the Local 3080, International Association of Firefighters.

I understand that this Authorization is voluntary and that I may revoke at any time by giving the City notice in writing.

Name

Date

Signature

A request to the City to cease dues deduction must be submitted to the City on the following form:

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF IAFF DUES

I hereby instruct the City of Tamarac to stop deducting from my wages bi-weekly the current normal dues for Local 3080, International Association of Firefighters. I have notified Local 3080 of the revocation.

Name

Date

Signature

VERIFICATION OF NOTICE TO UNION REGARDING DUES DEDUCTION

I, _____, _____ of the IAFF Local 3080
verify that _____ has notified the Union of his/her
wages.

Signature

Date

ARTICLE 8

WAGES

8.1 Firefighter, Fire Inspector, Driver Engineer, Lieutenant, Captain.

The pay plan for Firefighters, Fire Inspectors, Driver Engineers, Lieutenants and Captains is attached as Appendix A. The pay plan incorporates the ten percent (10%) paramedic pay previously specified in Article 50 and the five percent (5%) EMT incentive pay previously specified in Article 24. Current inspectors who are not EMTs shall be paid five percent (5%) below the hourly rate listed in the pay plan. The pay plan includes an additional five percent (5%) adjustment in the pay rate for those employees who are permanently assigned to a 40 hour work week.

Employees are required to meet all of the job qualifications of the particular step prior to being advanced to the next step. Required experience will be calculated from the effective date of advancement from the prior step.

A step increase shall become effective upon the date that all requirements have been met.

8.2 Eligibility for Firefighters to move from the initial hiring step, i.e. the probationary step include: the successful completion of probation, as determined by the Fire Chief, including Paramedic Precepting Program, demonstrated proficiency in Fire Operations by passing Minimum Company Standards Evaluation. Until probationary Firefighter/Paramedics successfully complete the Paramedic Precepting Program and pass all Minimum Company Standards Evaluations, as determined by the Fire Chief, their hourly pay shall be 5% below Step 1 of the Firefighter Paramedic Pay Plan. Employees who successfully complete the Paramedic Precepting Program and meet Minimum Company Standards within their first year, and then successfully complete their 12-month probationary period and are recommended for regular status in accordance with Article 29 are considered to have completed Step 1 and are eligible to move to Step 2 in the Pay Plan on the one-year anniversary.

8.3 Eligibility for Fire Inspectors to move from the initial hiring step, i.e. the probationary step include: the successful completion of probation, as determined by the Fire Chief and demonstrated proficiency in Fire Operations by passing Minimum Company Standards Evaluation.

8.4 Eligibility requirements* for Firefighters and Fire Inspectors to move from one step to the next step includes: one (1) year in the current step, and three additional (3) credits** in a Fire Science, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, or Fire Protection in course work at the National Fire Academy, the State Fire Academy, other accredited educational institution, or training facility approved by the Fire Chief. If the course work is an elective course it must be a viable option to fulfill a degree requirement in one of the above degrees. It is the parties' understanding that accredited educational institutions only include colleges and universities which are accredited by recognized, well established entities.

OR

One (1) year in the current step and one (1) additional course** in the following specific areas (for credit or certificate): Apparatus Operator, Aerial Apparatus Operator, Incident Command, or Safety Officer, as approved by the Fire Chief.

8.5 Eligibility requirements* for Driver/Engineer to move from one step to the next step include:

One year as Driver/Engineer in the previous step and successful completion of the educational requirements for Firefighter maximum step.

OR

One year as a Driver/Engineer in the previous step and three (3) additional credits** in a Fire Science,

EMS, Nursing, Emergency Administration and Management, Public Safety Administration, Fire Protection in course work at the National Fire Academy, the State Fire Academy, other accredited educational institution, or training facility approved by the Fire Chief. If the course work is an elective course it must be a viable option to fulfill a degree requirement in one of the above degrees. It is the parties' understanding that accredited educational institutions only include colleges and universities which are accredited by recognized, well established entities.

OR

One year as a Driver/Engineer in the previous step and one (1) additional course** in the following specific areas (for credit or certificate): Apparatus Operator, Aerial Apparatus Operator, Incident Command or Safety Officer, as approved by the Fire Chief.

* Employees who have obtained a State of Florida Fire Officer 1 Certification, an Associates or Bachelor's Degree in Fire Science, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, Fire Protection, or an equivalent number of credits necessary to meet the requirements of Firefighter maximum step are deemed to have met the requirements for the eligibility requirements as specified in 8.4 and 8.5. Otherwise, educational requirements are considered to be either three (3) credits in a Fire Science, Nursing, Emergency Administration and Management, Public Safety Administration, Fire Protection or EMS Program in course work at the National Fire Academy, the State Fire Academy, other accredited educational institution, or training facility approved by the Fire Chief or one (1) additional course per firefighter step and can be acquired at any time prior to the advancement to the next step. If the course work is an elective course it must be a viable option to fulfill a degree requirement in one of the above degrees. It is the parties' understanding that accredited educational institutions only include colleges and universities which are accredited by recognized, well established entities.

** Each step requires the separate completion of three (3) credits or one course that is different and in addition to the credits or courses used to meet the requirements of a previous step. EMT or Paramedic credits shall not be used to satisfy the non-elective course requirements. Employees must obtain a "C" or better for non-elective course credits to be applied.

8.6 The requirements for a member to move to the rank of Lieutenant or Captain include the successful completion of the competitive promotional process and selection by the Fire Chief. Lieutenants and Captains are eligible for a one step increase after each year of service in the step, until reaching the maximum step.

8.7 The educational requirements in Article 8 are the responsibility of the employee and shall not be compensable time unless, in the sole and exclusive discretion of the Fire Chief, courses are scheduled for on-duty training.

8.8 Employees who were eligible for and received the 2.5% longevity adjustment in the previous contract will continue to receive the 2.5% additional pay for the term of this contract.

8.9 A Firefighter who is promoted to Driver/Engineer or Lieutenant shall be placed at the Driver/Engineer Step 1 or the Lieutenant Step 1, respectively, of the classification specified in Appendix A, or at the next higher step which provides an increase of at least five (5) percent to his/her pay specified in Appendix A. A Driver/Engineer who is promoted to Lieutenant shall be placed at the Lieutenant Step 1 of the classification specified in Appendix A, or at the next higher step which provides an increase of at least five (5) percent to his/her rate of pay specified in Appendix A. A Lieutenant who is promoted to Captain shall be placed at the Captain Step 1 of the classification specified in Appendix A, or at the next higher step which provides an increase of at least five (5) percent to his/her rate of pay specified in Appendix A.

8.10 An employee who meets the requirements for and is promoted to any position, and subsequently does not meet the requirements for the position will be demoted to his/her former position or the next lowest position in which a vacancy exists and for which the employee meets the requirements, effective thirty (30) days after the date that the employee does not meet his/her position's requirements. This

thirty (30) day period will begin after the employee returns from long-term FMLA or military leave, if applicable. An additional extension of thirty (30) days may be requested and will be provided by the Fire Chief if the employee can show he or she is making good faith efforts to meet the requirements. A demoted employee shall be placed at the next lower step for the position to which they are moving in Appendix A which provides a decrease of at least five (5) percent to his/her pay rate. In order for the demoted employee to be subsequently considered for promotion, the demoted employee must be eligible for, take and pass the promotional exam, and be placed on the promotional list in accordance with Article 32.

8.11 The Pay Plan effective October 1, 2015, July 1, 2016, October 1, 2016, and October 1, 2017 is specified in Appendix A.

ARTICLE 9
LONGEVITY PAY

9.1 Longevity will be paid as additional pay through the regular payroll process every two weeks. Longevity pay will be calculated based on the number of years of continuous service with the Fire Rescue Department.

Years	Percentage
8	1%
9	1%
10	2%
11	2%
12	3%
13	3%
14	4%
15	4%
16 and each year thereafter	5%

ARTICLE 10

OVERTIME PAY

The City and the Union agree to the following:

- 10.1 In the event that the need for overtime should occur in the Fire Rescue Department because of vacations, sickness, or other conditions, overtime shall be paid at the rate of one-and-one-half (1-1/2) times the regular rate of pay for hours worked above the one-hundred and forty-four (144) hours listed under an FLSA 207(k) exemption for that twenty-one (21) day period. The new twenty-one (21) day pay period is effective beginning on Saturday, January 9, 2016. Paid sick leave used during the twenty-one (21) day period is the only paid leave that shall not count as hours worked for purposes of calculating overtime.
- 10.2 Overtime is caused when one or more of these three conditions are not met:
- a) All in-service vehicles must be staffed with a company officer or acting company officer from the current promotional list. The Battalion Chief or acting Battalion Chief may also assign other shift members to act as a company officer on a rescue vehicle. There must be two promoted company officers on duty working in the capacity of company officer per shift.
 - b) One Driver/Engineer on duty working in that capacity.
 - c) One certified paramedic who has passed paramedic preceptorship on each rescue unit.
 - d.) In the event that a battalion chief assigned to a 24-hour shift is on leave for the full 24-hour shift AND overtime is required to meet minimum staffing requirements, the vacancy shall be filled for the entire 24-hour period.

Except as specified in this article, current overtime assignment practices will continue to the extent that circumstances are the same. If an employee accepts an overtime assignment for less than twelve (12) hours, then he shall not lose his position on the overtime list. He shall still be able to accept another overtime assignment of up to twenty-four (24) hours before moving to the bottom of the overtime list. Employees who were not contacted will not lose their positions on the list.

10.3 Except for mutuals, personnel shall not be scheduled for more than thirty-six hours (or thirty-nine hours) of continuous on-duty status, unless the Fire Chief or his designee specifically approves.

10.4 The Union is responsible for maintaining accurate overtime rosters for: Company Officer, Driver/Engineer, Firefighter, and Fire Inspector, until Telestaff, Executime or other City timekeeping system is operational.

10.5 Overtime assignments will be made on a position for position basis, i.e. the same rank or those on the promotional list or those on the acting list for the rank which caused the need for the overtime. Employees shall work out of title as acting company officer on transport units.

10.6 Non-shift employees shall be compensated at one-and-a-half times their regular rate of pay for hours worked (or where paid leave, except sick leave, is granted by the City) in excess of forty (40) hours during the workweek. Paid sick leave shall not count as hours worked for purposes of calculating overtime.

ARTICLE 11

CALL-BACK PAY

11.1 All Fire Rescue Department employees covered by the terms of this Agreement who are called back to work after the completion of their regular shift will receive a minimum of three (3) hours of call-back pay at one and one-half (1-1/2) times their regular rate of pay.

11.2 Reporting to work early or being held over after a work shift e.g. being required to work for a period of time which is outside the normal shift but contiguous to the normal shift, is not a call-back and is not subject to call-back pay. However, an employee will not be entitled to call-back pay if he/she is ordered to work before or after his/her scheduled shift if the employee is already in or at the Fire Station or work location at the time the employee is ordered to work.

11.3 When the Department provides at least seven (7) days advance notice, employees who are scheduled to work outside of a regularly scheduled work shift shall not be entitled to any call-back pay, and will be paid for the hours worked, as appropriate.

11.4 Off-duty employees who are requested to appear by or on behalf of the City for inquiries, investigations, or any other type of meeting as a result of actions taken or observations made while on duty, shall be paid a minimum of three (3) hours at one and one half (1-1/2) times their regular rate of pay, provided that the appropriate chief officer is notified prior to the employee's appearance.

ARTICLE 12

BASIC WORK WEEK

12.1 The normal work week for the term of this contract shall be no more than an average of forty-eight (48) hours.

12.2 Employees regularly scheduled to work a 24 hour shift shall do so, commencing at 0800 hours, with 48 hours of regularly scheduled time off after the completion of each shift. Those serving in the capacity of acting battalion chief may be required to work a schedule commencing at 7:30 a.m.

12.3 The normal work week for personnel not assigned to a forty eight (48) hour work week shall be forty (40) hours.

12.4 Except for mutuals, personnel shall not be scheduled for more than thirty-six hours (or thirty-nine hours based on operational need) of continuous on-duty status, unless the Fire Chief or his designee specifically approves.

12.5 The City will endeavor to provide as much notice as is reasonably possible prior to implementing a change in shift or a change from shift to a 40 hour work week.

12.6 Members of the bargaining unit, whose normal work week is 48 hours and who are temporarily assigned by the Chief to a 40 hour work week to accomplish an operational need of the department (except light duty or remediation) which is outside of their shift and is for a period of time in excess of 40 hours will receive an additional 5% pay over their base rate of pay for the duration of the operational assignment.

ARTICLE 13

WORKING OUT OF TITLE

13.1 Except as otherwise set forth below, when an employee is assigned to work in a higher classification, he/she shall be paid an additional one dollar and sixty cents (\$1.60) per hour for the higher classification.

13.2 Members who are on current lists for positions of Driver, Lieutenant and Captain shall work out of title in those positions, as assigned. The Battalion Chief or acting Battalion Chief may also assign other shift members to act as a company officer on a rescue vehicle to meet operational needs.

13.3 Personnel not on a promotional list may be assigned to work out of title when an on-duty employee takes unscheduled leave.

13.4 An acting Battalion Chief is the Lieutenant or Captain assigned on a temporary basis to coordinate and oversee the operation of the shift for the period assigned. An employee assigned as an acting Battalion Chief will receive additional compensation as outlined in 13.1.

ARTICLE 14

VACATION

14.1 Personnel assigned to a 48 hour work week covered by this Contract shall accrue paid vacation time as follows:

- (a) 0 - 60 months employment: 12 hours for each completed month of service.
- (b) 61 - 120 months employment: 16 hours for each completed month of service.
- (c) Over 120 months employment: 18 hours for each completed month of service.
- (d) Over 240 months employment: 20 hours for each completed month of service.

14.2 Personnel assigned to a 40 hour work week shall accrue paid vacation time for such periods as follows:

- (a) 0 - 60 months of employment: 8 hours for each completed month of service.
- (b) 61 - 120 months of employment: 10 hours for each completed month of service.
- (c) Over 120 months of employment: 12 hours for each completed month of service.
- (d) Over 240 months employment: 14 hours for each completed month of service.

14.3 Vacation leave may be accumulated but not in excess of 500 hours. Vacation leave in excess of the above amount shall be forfeited at the end of the calendar year.

14.4 Any employee who is separated from the service (resignation, death, retirement including entering DROP, or discharge) shall be compensated in cash up to 400 hours of accrued and unused vacation time at his/her regular rate of pay at the time of separation, provided he/she has been approved for benefits by the City Manager.

14.5 Schedules for vacation shall be subject to the approval of the Fire Chief or his designee and shall be based upon the needs of the Department.

14.6 Personnel assigned to a 48 hour work week shall take a minimum of 96 hours of scheduled vacation leave each calendar year after the first year of employment. Failure to take vacation leave of 96 hours shall result in the unused balance (i.e. the difference between the 96 hours minus the actual hours used) of vacation leave being forfeited at the end of the calendar year, unless the Fire Chief allows some carry over for exceptional reasons and upon conditions designated by the Fire Chief.

14.7 All vacation leave or compensatory leave for employees who are scheduled to work 48-hour work weeks must be taken in blocks of 12 hours, commencing either at 0800 hours or 2000 hours, or in 24 hour blocks, commencing at 0800 hours. Vacation and compensatory leave may be approved in 4-hour blocks at the end of the requesting employee's prior shift only if leave slots are available for the next shift. All vacation and compensatory leave for employees who are scheduled to work a 40-hour workweek must be taken in half-hour increments.

14.8 Requests for vacation or compensatory leave in blocks of 4 hours or 6 hours for educational purposes may be granted, with the pre-approval of the Fire Chief.

14.9 If two or more members independently agree to any mutual exchange agreement, it must be in one hour blocks, subject to prior approval by the Battalion Chief. Mutual exchanges shall be permitted on a position for position basis, i.e. the same rank and between employees who are eligible and approved to work in the same capacity. Mutual exchanges shall not incur any costs to the City. A member shall only utilize a maximum of two (2) mutual exchanges in a 24 hour shift.

ARTICLE 15

HOLIDAYS

15.1 All employees covered by this Contract, that are assigned to a 48-hour work week when a holiday occurs, shall receive, in addition to his/her regular pay, eleven (11) hours pay at his/her rate for each of the following holidays:

NEW YEAR'S DAY
MARTIN LUTHER KING'S BIRTHDAY
PRESIDENT'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS DAY

All employees on a 40 hour work week, covered by this Agreement, shall receive each holiday as a paid day off.

15.2 All employees covered by this Contract shall be allowed twenty-four (24) hours of personal leave accumulated on October 1 of each fiscal year. Personal leave must be scheduled and approved in advance, except for emergencies. Such leave must be taken in the fiscal year which it is awarded. Failure to take this personal leave within the specified time frame shall result in forfeiture of same.

15.3 All accrued holiday pay as of December 1st of each year will be paid in one (1) lump sum on the first pay day in December to all shift personnel.

15.4 All employees who are scheduled to work during a holiday, and who incur any unscheduled leave shall not be entitled to holiday pay for that holiday.

ARTICLE 16

MEDICAL COVERAGE PROGRAM

16.1 The City shall provide group health insurance for its regular full-time employees, covered by this Agreement, subject to the following conditions:

The City may establish, change, supplement and implement the City health insurance program, including but not limited to changes in the Company, benefits, and all costs related thereto. The only exception to the foregoing sentence is that if the City exercises its right to implement any such changes, it will provide reasonable notice and discuss with the Union the explanation of changes and reasons therefore. The City agrees that it will continue as in the past to include the Union in the selection process for any insurance coverage contemplated by this Article.

16.2 The cost of medical benefits paid by employees during calendar year 2016 shall be as follows:

HMO	PAID BY EMPLOYEE MONTHLY
Employee only	\$ 54.20
Employee + Spouse	\$ 270.08
Employee + Child(ren)	\$ 234.12
Family	\$ 294.12
POS	PAID BY EMPLOYEE MONTHLY
Employee only	\$ 118.84
Employee + Spouse	\$ 296.14
Employee + Child(ren)	\$ 256.72
Family	\$ 322.50
PPO	PAID BY EMPLOYEE MONTHLY
Employee only	\$ 105.80
Employee + Spouse	\$ 263.62
Employee + Child(ren)	\$ 228.54
Family	\$ 287.10

16.3 Retirees may continue to participate under the medical insurance program provided by the City, subject to City requirements including paying the full insurance premiums for medical insurance coverage.

16.4 In the event a member is killed in the line of duty or suffers a catastrophic injury as defined in F.S. 440.02 (2002), the City will compensate the member and/or the surviving spouse and dependent children in accordance with F.S. 112.191.

ARTICLE 17

SICK LEAVE

17.1 Sick leave time will be earned at the rate of twelve (12) hours for each month of service based on a forty-eight (48) hour work week. (There will be no limit to the amount of sick leave days accumulated.)

Sick leave shall be granted for the following reasons:

A. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his/her position.

B. Attendance upon members of the family within the household of the employee whose illness requires the care of such employee.

C. Enforced quarantine when established by the Department of Health or other competent authority for the period of such quarantine.

17.2 An employee who is absent from work due to an illness or disability may be required to submit a physician's statement of physical illness. When deemed necessary, the Department Head may require proof of any illness.

17.3 An employee hired prior to October 1, 1994, may receive compensation for accrued sick leave based upon the amount accrued by the employee as of September 30, 1994. An employee whose accrued sick leave as of September 30, 1994 is 480 hours or more, may receive compensation for accrued sick leave in excess of 288 hours anytime during his/her employment with the City, or at retirement at the following rate:

<u>ACCUMULATED HOURS</u>	<u>% OF BUY BACK</u>
288 hours - 564 hours	25%
565 hours - 930 hours	50%
Over 930 hours	100%

Employees who have accumulated more than 480 hours as of September 30, 1994 may not be paid for any accumulation beyond their accrued levels as of September 30, 1994.

17.4 Any employee of the bargaining unit who uses no sick time in any one of the four (4) quarters in the fiscal year will receive six (6) additional hours of vacation leave for each quarter in which no sick leave is used, as defined below:

- October 1 to December 31;
- January 1 to March 31;
- April 1 to June 30;
- July 1 to September 30.

If any employee uses no sick time at all during any fiscal year, he shall accumulate twelve (12) additional hours for a total of 36 hours for the year.

17.5 All employees assigned to a forty hour work week shall accumulate sick leave at the rate of eight (8) hours per month.

17.6 A regular employee on record and paid status (regularly scheduled to a 48-hour work week) on the last day of the fiscal year (September 30) who has **either**: (1) used twenty-four (24) hours or less of accrued sick leave in that fiscal year **and** has an accrued sick leave balance of 300 hours at the end of that fiscal year **OR** (2) has an accrued sick leave balance of 400 hours at the end of that fiscal year without regard to the number of sick leave hours used during that fiscal year shall be eligible to participate in the firefighter's sick leave conversion program. An employee meeting these requirements may choose to have the City convert to cash up to forty-eight (48) hours of the unused accrued sick leave which accumulated that fiscal year at 60% of the employee's regular rate of pay in effect on the last day of that fiscal year.

17.7 A regular employee on record and paid status (regularly scheduled to a 40-hour work week) on the last day of the fiscal year (September 30) who has **either**: (1) used twenty (20) hours or less of accrued sick leave in that fiscal year **and** has an accrued sick leave balance of 280 hours at the end of that fiscal year **OR** (2) has an accrued sick leave balance of 380 hours at the end of that fiscal year without regard to the number of sick leave hours used during that fiscal year shall be eligible to participate in the firefighter's sick leave conversion program. An employee meeting these requirements may choose to have the City convert to cash up to forty (40) hours of the unused accrued sick leave which accumulated that fiscal year at 60% of the employee's regular rate of pay in effect on the last day of that fiscal year.

17.8 The City's Payroll Office **must** receive written notification by October 31 signed by the employee which states that he/she chooses to exercise this option for the fiscal year ending September 30. The employee forfeits the right to participate for that fiscal year if he/she fails to notify the Payroll Office within the required timeframe.

17.9 Contributions to the Time Pool Bank do not count as hours used for that fiscal year under the conversion program described in Sections 17.6 and 17.7. However, the leave balance remaining after contributions must meet the requirements in 17.6 and 17.7.

ARTICLE 18

ON-THE-JOB INJURY

18.1 Any employee who is disabled in the course of his/her tour of duty with the City of Tamarac's Fire Rescue Department, which disability would be compensated under the Worker's Compensation Statutes shall be compensated under the Worker's Compensation provisions, as set forth in F. S. Chapter 440, as amended.

18.2 An employee, as covered under this contract, shall be paid his/her full salary during the first average Firefighter work week during his/her absence as a result of the work related injury, to include the time lost on the date or shift during which the injury occurred.

18.3 If an employee is unable to return to work after the first week, the City will supplement the employee's Worker Compensation benefits so that the employee shall receive a total of eighty-five percent (85%) of his/her gross hourly rate of pay until such a time as the employee returns to work (either full duty or light duty), terminates, or retires, whichever occurs first. The Worker's Compensation benefit shall be paid directly to the employee, in accordance with applicable law. The remaining portion shall be paid by the City to the employee in compliance with applicable law. Accrued leave may not be used during the period while the supplement equal to eight-five percent (85%) of the employee's gross hourly rate of pay is being paid to the employee.

18.4 Whenever an employee is injured on the job and is on disability leave and becomes physically able to perform some useful light duty work for the City, he/she may be required to do so as a condition to receiving the benefits specified in this Article. Light duty work shall be consistent with the employee's medical limitations and will first be sought within the Fire Rescue Department. If it is not available in the Fire Rescue Department, it may be provided in any other Department. All employees assigned to light duty shall normally work five (5) – eight hour days. All outside employment by employees receiving Worker's Compensation benefits shall require approval by the Fire Chief.

18.5 A member, during their duty period, who presents with chest pain or chest discomfort, possible cardiac issues, respiratory issues, or in the opinion of a treating paramedic has any other potentially serious medical emergency, will have their carbon monoxide levels assessed in the field, and recorded, as soon into the treatment as practicable, in addition to any other assessment and treatment as defined in local medical/trauma protocols, procedures and standard of care. In the event the member is no longer on duty, AND has responded to an emergency incident within the prior 24 hour period, the member is authorized and encouraged to have their carbon monoxide levels assessed in the field, or at the treatment facility, as soon into the treatment as practicable, in addition to any other assessment and treatment as defined in local medical/trauma protocols, procedures and standard of care.

ARTICLE 19

PRESUMED COMMUNICABLE

DISEASES

19.1 Recognizing the Firefighters increased risk to communicable, deadly diseases on the job, the City agrees to the following:

- A. An employee who has at least one (1) year of continuous service and who contracts AIDS, Hepatitis, or Cancer, will be entitled to be compensated as in the "ON-THE-JOB INJURY", Article 18.

ARTICLE 20

WELLNESS PROGRAM

20.1 The Wellness Program will commence at 1600 hours. On Saturday and Sunday, times may vary as directed by Battalion Chief.

20.2 The Wellness Program, medical evaluation program and physical performance program shall be reviewed by a committee composed of two (2) representatives of the Bargaining Unit, two (2) representatives of Administration and these four (4) shall choose a fifth member.

20.3 The committee shall make recommendations annually by March 1st with respect to the following:

- a. Maintaining and replacing necessary equipment or gear including funding recommendations for such; and
- b. The Wellness Program.

20.4 An employee, during his/her period of employment, may be required to undergo periodic medical examinations to determine his/her physical and mental fitness to perform his/her job.

Such periodic medical examinations shall be at the expense of the City.

20.5 Participation in the Wellness Program shall be mandatory.

20.6 All 48-hour employees, other than those medically unable to do so, shall participate in the Wellness Program for at least (1) hour per shift. Those employees assigned to a forty (40) hour work week, other than those medically unable to do so, shall participate in the wellness program for one (1) hour per day, two (2) days per week.

20.7 Physical examinations shall be voluntary for members who were hired on or before February 1, 2004. Members hired on or after February 1, 2004 and members who are on the Special Operations Team shall undergo a mandatory physical examination. Employees who undergo mandatory physical examinations will be compensated for their time and the physical examination will be scheduled at the discretion of the City.

20.8 For those members who undergo mandatory physical examinations, the examining physician will initially discuss the results with the unit member and thereafter, will furnish a written confirmation to the Fire-Rescue Chief that the unit member was examined and the unit member can or cannot perform the essential job requirements of:

- the member's job classification
- the Special Operations assignment.

20.9 The annual physical examination shall be performed by a Fire Rescue Physician which shall be chosen mutually between the City and the Union.

20.10 The record of the annual physical examination shall be retained by the examining physician.

20.11 The City and the Union mutually agree to strive for a healthier and safer environment for all. This would include but not be limited to providing annual employee Fit test, annual employee physicals, and infectious disease control measures in accordance with CDC and NFPA guidelines. Both parties agree to continually pursue other wellness program ideas and options to enhance the health and safety of firefighters.

ARTICLE 21

SUBSTANCE ABUSE

21.1 The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on City government, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the City of Tamarac Drug and Alcohol Free workplace policy shall be adhered to by all members of the bargaining unit. The City has required all non-bargaining employees to comply with the policy set forth herein. The City of Tamarac shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic, drug or alcohol.

21.2 It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the City's legitimate inquiry into the use of any controlled substance, narcotic, drug or alcohol by its employees.

21.3 All tests shall be conducted in medical laboratories using recognized technologies. In the event an employee's test is positive, a second test shall be conducted to verify the results. If the employee so requests, he/she shall be given a copy of the test results after the employer has received same.

21.4 The results of such test may result in appropriate disciplinary actions, up to and including dismissal, in accordance with the applicable provisions of the City Code, the City Personnel Rules, the City's Drug and Alcohol Free Workplace Policy, and/or the Departmental Rules and Regulations.

21.5 The parties agree that any employee's refusal to submit to toxicology or alcohol testing in accordance with the applicable provisions of the City Code, the City Personnel Rules, the City's Drug and Alcohol Free Workplace Policy, and the Departmental Rules and Regulations shall be subject to disciplinary action up to and including the termination of their employment.

21.6 The City agrees to create an Employee Assistance Program (EAP) and to fund it during the term of this Agreement.

21.7 The Union agrees to comply with the drug and alcohol testing provisions of the Workers' Compensation Law of Florida, as amended. The Union recognizes that the Law provides for drug testing as a part of an examination relating to an on the job injury.

21.8 The City agrees to provide yearly briefings which will cover all aspects of the Drug and Alcohol Free Workplace Policy and employees will be given the opportunity to ask any questions they may have concerning the Policy. All employees covered by this agreement shall be given copies of the City of Tamarac Drug and Alcohol Free Workplace Policy.

ARTICLE 22

TIME POOL BANK

22.1 Upon Union notification to the City of an employee with a long-term illness/injury (including medically required leave due to the employee's pregnancy), the employee will be put on a 40 hour work week during the time period in which the employee is drawing time from the Time Pool Bank.

22.2 Said employee will use one (1) months' time of his/her sick leave (or vacation upon exhaustion of sick leave), and then will become eligible to draw time from the time pool, if approved by the Union Time Pool Committee. The Time Pool will provide up to two (2) months' time per member incident involving long-term illness/injury (including medically required leave due to the employee's pregnancy.)

22.3 After the two (2) months' time pool leave, the employee must use up all his/her accrued time before being eligible for a leave of absence without pay, in accordance with Article 23, Leaves of Absence.

22.4 Upon Union notification to the City of a time assessment of Union member(s), the City will begin the necessary payroll deductions. The City will document and record the employee deduction and accumulation of hours in the time pool. The City will forward a monthly statement to the Union.

22.5 The Union shall promulgate rules and guidelines to administer this article in compliance with all legal requirements to ensure non-discrimination.

ARTICLE 23

LEAVES OF ABSENCE

23.1 Leaves of absence without pay for a period not to exceed forty-five (45) days may be granted to an employee with regular status for any reasonable purpose by the City Manager or his/her designee. Such leaves may be renewed or extended for any reasonable purpose not to exceed one (1) year.

23.2 Any employee may, upon request, be granted a leave of absence without pay by the City Manager or his/her designee for educational purposes at an accredited institution when it is related to his/her employment. The period, not to exceed one (1) year may be renewed at the request of the employee.

23.3 Leaves of absence, with or without pay, may also be granted to employees by the City Manager or his/her designee if it is determined that it is for educational purposes to attend conferences, seminars, briefing sessions or other job-related activities of a similar nature which are intended to improve or upgrade individual skill or professional ability.

23.4 Any employee who is a member of the National Guard or Military Reserve Forces of the United States and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties, shall be granted a leave of absence with pay as provided by Florida Statutes.

23.5 Any employee who is on duly authorized paid leave of absence will continue to maintain all benefits including seniority, and health benefits. All job-related benefits will cease when an employee's leave of absence is in excess of thirty (30) days. Any member may elect to continue hospital and/or personal insurance plans by personally making future payments for this coverage.

23.6 No employees shall accrue seniority, vacation or sick leave credits while on an authorized leave of absence. Upon reinstatement, these benefits will be at the level they were at the beginning of the leave and will accrue at the same rate as prior to the authorized leave.

23.7 The City shall comply with the Family and Medical Leave Act.

ARTICLE 24

INCENTIVES

24.1 Incentives will be paid as additional pay through the regular payroll process every two weeks as detailed in Article 24.2.

24.2 Incentives for the following educational achievements or certifications will be paid in the regular paycheck every two weeks.

- A. Effective 10/1/2015, only one incentive of \$650 (\$25 in the regular paycheck every two weeks) shall be provided to employees who have achieved one of the following certifications:
1. Florida Fire Service Instructor I, II or III, as defined in Florida Administrative Code 69A-37.059
 2. Fire Officer II or III, as defined in Florida Administrative Code 69A-37.065.
 3. Fire Safety Inspector II as defined in Florida Administrative Code 69A-37.065.

Maintenance of these certifications is the sole responsibility of the person holding the certification.

- B. Effective 10-1-2017, only one incentive shall be provided in the below amount to employees who have achieved one of the following certifications:
1. \$650 (\$25 in the regular paycheck every two weeks) for Florida Fire Service Instructor I as defined in Florida Administrative Code 69A-37.059
 2. \$650 (\$25 in the regular paycheck every two weeks) for Florida Fire Service Instructor II, as defined in Florida Administrative Code 69A-37.059
 3. \$750 (\$28.85 in the regular paycheck every two weeks) for Florida Fire Service Instructor II with Live Fire Training Instructor rating, as defined in Florida Administrative Code 69A-37.059 and 69A-37-407.
 4. \$800 (\$30.77 in the regular paycheck every two weeks) for Florida Fire Service Instructor III, as defined in Florida Administrative Code 69A-37.059
 5. \$650 (\$25 in the regular paycheck every two weeks) for Fire Officer II, as defined in Florida Administrative Code 69A-37.065
 6. \$800 (\$30.77 in the regular paycheck every two weeks) for Fire Officer III, or higher, as defined in Florida Administrative Code 69A-37.065

7. \$750 (\$28.85 in the regular paycheck every two weeks) for Fire Safety Inspector II, or higher, as defined in Florida Administrative Code 69A-37.065.

Maintenance of these certifications is the sole responsibility of the person holding the certification.

- C. Effective 10-1-2018, only one incentive shall be provided in the below amount to employees who have achieved one of the following certifications:

1. \$550 (\$21.16 in the regular paycheck every two weeks) for Florida Fire Service Instructor II as defined in Florida Administrative Code 69A-37.059
2. \$750 (\$28.85 in the regular paycheck every two weeks) for Florida Fire Service Instructor II with Live Fire Training Instructor rating, as defined in Florida Administrative Code 69A-37.059 and 69A-37-407.
3. \$800 (\$30.77 in the regular paycheck every two weeks) for Florida Fire Service Instructor III as defined in Florida Administrative Code 69A-37.059
4. \$650 (\$25 in the regular paycheck every two weeks) for Fire Officer II, as defined in Florida Administrative Code 69A-37.065
5. \$900 (\$34.62 in the regular paycheck every two weeks) Fire Officer III, as defined in Florida Administrative Code 69A-37.065
6. \$1,000 (\$38.47 in the regular paycheck every two weeks) Fire Officer IV, or higher, as defined in Florida Administrative Code 69A-37.065
7. \$850 (\$32.70 in the regular paycheck every two weeks) for Fire Safety Inspector II as defined in Florida Administrative Code 69A-37.065.
8. \$1,000 (\$38.70 in the regular paycheck every two weeks) for Fire Code Administrator/Fire Marshal as defined in Florida Administrative Code 69A-37.065.

Maintenance of these certifications is the sole responsibility of the person holding the certification.

- D. Employees meeting the qualifications in 24.2.D below shall receive only one of the following:

1. Associates Degree in Fire Science, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, or Fire Protection - \$1,560 (\$60 in the regular paycheck every two weeks).
2. Bachelor's Degree in Fire Science, Fire Administration, Fire Engineering, Fire Protection Technology, Emergency Management, EMS, Nursing, Health Care Administration, Industrial Safety,

Occupational Safety, Risk Management, Human Resources, Leadership and Management, Professional Management, Organizational Studies, Paramedic Science/Technology, Business Administration, Public Administration, Criminal Justice, or any other similar degree program approved by the Fire Chief - \$2,600 (\$100 in the regular paycheck every two weeks).

- E. Employees achieving their educational milestone or certification shall be paid the incentive effective the payroll period that the milestone was reached or certification awarded.
- F. Only those employees having degrees from accredited institutions will be eligible for payment under 24.2 D. It is the parties' understanding that accredited educational institutions only include colleges and universities which are listed within the U.S. Department of Education's Database of Accredited Postsecondary Institutions and Programs. In the event an employee completes a qualifying degree from an institution that meets the accreditation requirements at the time of graduation, but that institution subsequently loses its accreditation, the employee will remain eligible for incentives in 24.2. D.

ARTICLE 25

EDUCATION REIMBURSEMENT PROGRAM

25.1 Each year, the City shall budget an educational fund of \$40,000 and sufficient additional funds, if necessary, to reimburse each employee the tuition and reimbursable expenses, as defined in Article 25.4, for one approved, 3-credit course or equivalent "approved course/training" started by August 15th of each year and successfully completed in accordance with Article 25.2 before August 15th of the next year. Approval of courses shall come from the Fire Chief or designee.

25.2 To obtain education reimbursement, an employee shall: (a) complete the Course/Program Pre-Approval Form, (b) submit the completed form to their immediate supervisor, and (c) receive written approval from the Fire Chief or designee before the start of the course. An employee shall submit to the Fire Chief or his designee within two weeks from the start of the course an itemized receipt of the tuition and reimbursable expenses, and submit evidence of the satisfactory completion of the course/training to the City within thirty 30 days of completing the course, and no later than August 30th of each year to be reimbursed for the approved course.

25.3 After all employees have had the opportunity to take one approved course each year (between August 15th and the following August 14th), if there is any remaining balance of the educational fund of \$40,000, employees who take and satisfactorily complete additional approved courses will receive a pro rata reimbursement (up to the reimbursement rate in 25.4) for the additional approved course or courses completed based on educational funds remaining and the amount spent by each employee for the additional approved courses. In any event no employee shall receive reimbursement in any one year in excess of \$2,500.

25.4 The City shall reimburse employees at the rate up to the per credit hour of the undergraduate tuition rate, except if the approved course is a graduate course the reimbursement rate shall be up to the per credit hour of the graduate tuition rate, approved by the Florida Board of Regents for Florida Atlantic University as of August 15th of each year. Reimbursable expenses within the credit hour rate are: tuition, tuition differential fees, capital improvement fees, financial aid fees, activity and service fees, athletic fees, health fees, e-learning fees, lab fees and technology fees. The City shall not pay for: late registration fees, miscellaneous supplies, travel time or travel expenses, cost of transcripts, certificate fees, collection fees, textbooks, orientation fees, late payment fees, ID card fees, reinstatement fees, transportation access fees, out of state, or repeat course surcharges.

25.5 All education reimbursements under this Article will be paid by the City by direct deposit as employees fulfill all requirements of Article 25.2. Reimbursements will be made no later than September 30th of each year, and may be subject to taxation per applicable laws. Reimbursements for additional approved courses as described in Article 25.3 will be distributed, if funds are available, after August 30th.

25.6 If an employee does not pass a course with a grade of "C" or better, or does not receive a "pass" when no letter grades are given, or withdraws from a course, the employee shall not be eligible for the educational reimbursement for that course.

25.7 If an employee voluntarily terminates employment with the City within two (2) years after the date of completion of the course(s), the City shall be reimbursed for all educational reimbursements paid to the employee within the prior two (2) years, which amount shall be deducted by the City from the employee's final paycheck.

ARTICLE 26

BEREAVEMENT LEAVE

26.1 In the event of a death in the immediate family of an employee on a 48 hour work week, the employee shall be granted up to one (1) twenty-four (24) hour shift off with pay. An additional twenty-four (24) hour shift will be granted for an employee who travels over 250 miles to attend the service.

26.2 Immediate family shall be defined as employee's spouse, children, mother, father, sister, brother, step parents, step grandchildren, grandmother, grandfather, father or mother-in-law, grandchildren, son or daughter-in-law, brother or sister-in-law and; upon proof, any person in the general family whose ties would normally be considered immediate family and living within the same household.

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

26.4 Applications may be made to the Fire Chief and/or his/her designee for extension of bereavement leave. The compensation for this additional leave will be paid from any accrued leave time available (sick leave, personal leave, vacation leave), at the employee's choice.

26.5 Employees assigned to a 40 hour work week shall be granted three (3) working days of bereavement leave with pay in the event of a death in the immediate family within the State of Florida. Five (5) working days will be granted in the event of a death, which requires the employee to travel over 250 miles to attend the service.

ARTICLE 27

UNIFORMS

27.1 The City shall supply as needed to each member, at no cost to the member:

- a. Dress Uniform:
Short sleeve and long sleeve, button shirt with Fire Rescue Patch, white for Lieutenants, Captains, and Inspectors, blue for all others.
Dark blue pants
Black belt
Badge
Nametag
Collar Insignia, if applicable
Paramedic or EMT patch (except for long sleeve button shirt)
- b. Daily Uniform:
Short sleeve polo type shirt, with Fire Rescue and Union embroidery in chest and TAMARAC FIRE RESCUE on back
Dark blue pants
Black belt
Blue baseball style cap with approved Union logo
- c. Work Uniform:
Blue or white short and long sleeve T-shirt with approved Union logo
Dark blue pants
Black belt
- d. Turn-out Gear:
Helmet
Coat
Pants
Boots
Gloves
Hood
Suspenders
SCBA Mask
- e. Miscellaneous:
Blue winter jacket
Grey or Blue sweatshirt with approved Union logo
Jumpsuit

Where specified above under multiple lists, one item may serve to complete more than one uniform. Whenever possible, components shall be approved for structural firefighting under the appropriate NFPA standard.

27.2 Any member who loses or fails to take proper care in safeguarding his/her equipment shall replace the equipment at his/her own expense. Personal equipment damaged in the course of performing required job duties may be considered for replacement up to an amount of \$100.00 after presenting report of breakage or damage to the Department. Personal equipment is defined as glasses, watches, knives, rescue or fire tools, and wedding bands. All lost or misplaced City issued

equipment, clothing or uniforms will be replaced by the employee.

27.3 All employees shall wear ANSI approved black safety shoes or boots. The City shall choose the vendors and make available at least eight (8) shoe styles, which shall include traditional work shoe and boot styles, for individual employee selection.

ARTICLE 28

TERMINATION OF BENEFITS

28.1 Vacation time, sick leave, holiday time and overtime (compensatory time) that has been performed and is in an accumulated status, will be compensated in accordance with applicable contract provisions by check upon termination or entry into the DROP provided at least two weeks written notice of termination or entry into the DROP has been provided to the City or on the next payday at the option of the employee. If two weeks written notice has not been provided to the City, the final payment shall be processed with the next scheduled payroll.

28.2 The City shall be entitled to withhold all or a portion of the final check pending the member's return of all City property in his/her custody including, but not limited to, Fire Rescue Department equipment, health insurance cards, and City identification cards.

ARTICLE 29

PROBATIONARY PERIOD/EMPLOYEE (NEW HIRE)

29.1 The probationary period for all new employees shall be one year from the date of employment as a Firefighter. An employee shall be formally reviewed once after three months, six months and nine months from date of hire. These reviews shall in no way affect the employee's salary, but rather shall be a means of notifying the employee, supervisor and City Manager of the employee's progress.

29.2 At any time during the Probationary Period, the Fire Chief or City Manager may terminate the employee. Any termination prior to expiration of the probationary period shall be final and not subject to the Grievance Procedure and Arbitration Procedure in this Agreement.

29.3 Upon the conclusion of the Probationary Period if the Fire Chief and City Manager recommend continuance of employment, the employee shall be given regular status.

29.4 The probationary period may be extended once for a period of up to six (6) additional months at the sole and exclusive discretion of the Fire Chief with the approval of the City Manager or his/her designee.

29.5 Notwithstanding any provision of this Agreement, job benefits for probationary employees in the area of leave shall be consistent with the leave provisions in this Agreement.

29.6 Probationary employees are not eligible to do mutual exchanges or use vacation leave during the first six (6) months of their employment with the City except to attend an approved educational course. Probationary employees will be eligible for mutual exchanges and routinely scheduled overtime after the first six (6) months of their employment with the City, and after successful completion of the precepting program.

ARTICLE 30

SENIORITY

30.1 Each employee shall have seniority standing in the Fire Rescue Department equal to the employee's total length of continuous service with the City of Tamarac Fire Rescue Department.

30.2 Seniority as defined in this article shall be used in the pick of vacations and to determine any matters involving seniority, which are utilized in this contract.

30.3 Any "ties" identified as a result of the use of this article shall be broken by the use of the following criteria:

1. Original Date of Employment

If the same: 2. Date employee signed the Conditional Offer of Employment

If the same: 3. Date and, if applicable, time employment application was received by Human Resources Department

If the same: 4. Date application was signed by the employee.

30.4 The Human Resources Department annually will publish a seniority list by September 1st.

ARTICLE 31

PERSONNEL REDUCTION

31.1 In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in the Tamarac Fire Rescue Department. If more than one (1) classification is affected, an employee laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided that he/she is fully qualified to perform the work in that lower classification.

31.2 Employees shall be recalled from layoff in accordance with their seniority in the Tamarac Fire Rescue Department. No new employee shall be hired as a Firefighter until all employees on layoff status in that classification have had an opportunity to return to work; however, such employees may be required to pass a pre-employment medical examination at time of recall. No laid off employees shall retain recall rights beyond twelve (12) months from date of layoff.

31.3 An employee being recalled shall be notified by certified mail (return receipt) and shall have fifteen (15) working days from the date of mailing of notice to respond affirmatively. If the City fails to receive an affirmative response, the employee shall be removed from the recall list and the City shall have no further obligation to the employee.

ARTICLE 32

PROMOTIONAL EXAMINATIONS

32.1 Promotional examinations will be scheduled by the Director of Human Resources or designee. All examinations shall cover matters which will test the knowledge, skills and abilities of the candidates to efficiently and effectively perform the duties of the position to be filled.

32.2 Announcements for promotional examinations shall include eligibility requirements, application procedure, date of examination, and a list of the source material to be used in the development of the written examination. Announcements of promotional examinations shall be made no less than ninety (90) calendar days prior to the date of the examination. Official City of Tamarac e-mail will meet this posting requirement.

32.3 Promotional examinations will be scheduled at least once every two (2) years or when a promotional list is depleted. The Driver/Engineer examination will be given in 2016 and every two years thereafter, prior to June 30th. The Lieutenants examination will be given in 2017 and every two years thereafter, prior to June 30th. The Captain examination will be given in 2017 and every two years thereafter, prior to June 30th.

32.4 Promotional examinations may be composed of the following components: an assessment center, practical demonstration of skills, a written test and/or an oral review board; provided that there will at least be a written test or a written portion of an assessment center. The weights for individual subcomponents of the examination will be established prior to the administration of the examination.

32.5 All promotions shall be made by using the competitive examination process outlined in this Article.

32.6 Each component of the testing process will be valued at 100 points. Each component shall require a passing score of 70%. The final score shall be based on the total score of all components divided by the number of components.

32.7 The written test will be drawn from not more than four (4) recognized Fire Department texts, Tamarac Fire Rescue Departmental Policies and Operational Guidelines and current departmental medical protocol manuals.

32.8 The Human Resources Department will notify each candidate of his/her score and the candidate will be provided an opportunity to review his/her examination packet and score. The Human Resources Department's inability to contact any individual candidate will not delay or interrupt the promotional process. Candidates will have ten (10) calendar days from the notification date to examine with Human Resources staff their examination packet and score.

32.9 A promotional list shall be compiled from the list of employees that earn a passing score on each component of the examination, and will be in effect until a new promotional list is posted in accordance with this Article.

32.10 All promotions shall be made from the existing promotional lists. The Fire Chief shall have the sole and exclusive discretion to promote any one (1) of the top three (3) candidates on a promotional list. If a candidate is being passed over for promotion, the Fire Chief shall offer to meet with the candidate and advise the candidate of the reason(s) he/she is being passed over for promotion.

32.11 When a promotion is made from the top three (3) candidates on a promotional list, the next ranked candidate shall be moved up on the list to provide a pool of the top three candidates from which a selection may be made.

32.12 Candidates on a promotional list may voluntarily and permanently remove themselves from that promotional list by submitting a written request to the Fire Chief.

32.13 If fewer than three (3) candidates are on a promotional list, for whatever reason, the Fire Chief may at his sole and exclusive discretion, either make promotions from that promotional list or consider that promotional list depleted and schedule a new promotional examination.

32.14 Eligibility for taking the examination for the following positions within the Bargaining Unit:

A. Driver/Engineer 3 years of service as a firefighter with Tamarac Fire Rescue and successful completion of Apparatus Operator and Aerial Apparatus Operator courses approved by the Fire Chief.

B. Fire Lieutenant 5 years of service with Tamarac Fire Rescue, State of Florida Paramedic Certification, and Florida Fire Officer 1 Certification.

OR

3 years of service with Tamarac Fire Rescue, and State of Florida Paramedic Certificate, and Degree in Fire Science or Fire Protection (either Associates or Bachelors.)

OR

3 years of service with Tamarac Fire Rescue, and State of Florida Paramedic Certificate, and Florida Fire Officer 1 Certification AND Degree in EMS, Nursing, Emergency Administration and Management, or Public Safety Administration (either Associates or Bachelors.)

Any person promoted to Lieutenant must possess and maintain State of Florida Paramedic Certification.

Effective for the 2017 promotional exam, all Fire Lieutenant candidates must have successfully completed the City's Supervision in Government series in order to take the exam.

All promoted Fire Rescue Lieutenants must have successfully completed the City's Supervision in Government series by September 30, 2018.

C. Captain 3 years of service with Tamarac Fire Rescue as a Lieutenant, and State of Florida Paramedic Certificate, and Associates or Bachelors Degree in Fire Science or Fire Protection.

OR

3 years of service with Tamarac Fire Rescue as a Lieutenant, and State of Florida Paramedic Certificate, and Florida Fire Officer 1 Certification AND Degree in EMS, Nursing, Emergency Administration and Management, Public Safety Administration or related field as approved by the Fire Chief (either Associates or Bachelors.)

Any person promoted to Captain must possess and maintain a State of Florida Paramedic Certificate.

Effective for the 2017 promotional exam, all Fire Captain candidates must have completed 3 years of service with Tamarac Fire Rescue as a Lieutenant, and (1) State of Florida Paramedic Certificate; and (2) either

(a) a Florida Fire Officer II Certification or (b) have completed a minimum of thirty (30) upper division credit hours towards a Bachelor's degree in Fire Science or Fire Protection, EMS, Nursing, Emergency Administration and Management, Public Safety Administration, Public Administration or related field as approved by the Fire Chief or (c) have completed or be enrolled and accepted in the Managing Officer Program, National Fire Academy; and (3) successfully completed the City's Supervision in Government series; and (4) a degree in Fire Science or Fire Protection, EMS, Nursing, Emergency Administration and Management, Public Safety Administration or related field as approved by the Fire Chief (either Associates or Bachelors.)

All promoted Captains must have successfully completed the City's Supervision in Government series by September 30, 2018.

32.15 Veteran's preference shall be granted in accordance with all Federal and State Statutes and regulations.

32.16 Effective January 1, 2015, Lieutenant candidates will be awarded four (4) points toward their written test score for successfully completing the Tamarac Fire Rescue Officer Development Program prior to the date of the written test. The content of the Tamarac Fire Rescue Officer Development Program will be at the sole discretion of the Fire Chief; however, the Fire Chief shall meet and confer annually with the Local regarding the program content. The program will be a blend of competency based education, online education, skills assessments, and classroom training. The classroom training component will consist of no less than 24 contact hours and no greater than 48 contact hours, and will be completed off duty. No overtime or additional compensation will be paid for any off duty attendance.

Effective January 1, 2017, Lieutenant candidates will be awarded four (4) points toward their written test score for successfully completing the Tamarac Fire Rescue Officer Development Program prior to the date of the written test, but within two (2) years of the written test. Those candidates who previously completed the Tamarac Fire Rescue Officer Development Program may complete a bridge course prior to the date of the written test in lieu of completing the entire program again. The bridge course will be no greater than 24 contact hours and will be a blend of competency based education, online education, skills assessments, and classroom training. No overtime or additional compensation will be paid for any off duty attendance.

Lieutenant candidates who have not previously completed the Tamarac Officer Development Program may instead be awarded four (4) points toward their written test score for possessing a Florida Fire Officer II certification AND completion of the Tamarac Fire Rescue Officer Development Program bridge course prior to the date of the written test, but within two (2) years of the written test. The bridge course will be no greater than 24 contact hours and will be a blend of competency based education, online education, skills assessments, and classroom training. No overtime or additional compensation will be paid for any off duty attendance.

Points awarded through any option in 32.16 may not be used to reach a passing score.

32.17 Effective January 1, 2015, captain candidates will be awarded four (4) points toward their written test score for successfully completing the Tamarac Fire Rescue Captain Development Program prior to the date of the written test. The content of the Tamarac Fire Rescue Captain Development Program will be at the sole discretion of the Fire Chief; however, the Fire Chief shall meet and confer annually with the Local regarding the program content. The program will be a blend of competency based education, online education, skills assessments, and classroom training. The classroom training component will consist of no less than 24 contact hours and no greater than 48 contact hours, to be completed off duty. No overtime or additional compensation will be paid for any off duty attendance.

Effective January 1, 2017, Captain candidates will be awarded four (4) points toward their written test score for successfully completing the Tamarac Fire Rescue Officer Development Program prior to the date of the written test, but within two (2) years of the written test. Those candidates who previously completed the Tamarac Fire Rescue Officer Development Program may complete a bridge course prior to the date of the written test in lieu of completing the entire program again. The bridge course will be no greater than 24 contact hours and will be a blend of competency based education, online education, skills assessments, and classroom training. No overtime or additional compensation will be paid for any off duty attendance.

Captain candidates who have not previously completed the Tamarac Officer Development Program may instead be awarded four (4) points toward their written test score for possessing a Florida Fire Officer III certification AND completion of the Tamarac Fire Rescue Officer Development Program bridge course prior to the date of the written test, but within two (2) years of the written test. The bridge course will be no greater than 24 contact hours and will be a blend of competency based education, online education, skills assessments, and classroom training. No overtime or additional compensation will be paid for any off duty attendance.

Points awarded through any option in 32.17 may not be used to reach a passing score.

ARTICLE 33

PROMOTIONAL PROBATION

33.1 An employee receiving a promotion from a lower to a higher position shall be placed on a six (6) month probation period at the time of promotion. The Fire Chief or designee shall prepare an Employee Performance Appraisal and Development Plan Form after two (2), four (4) and six (6) months and make his/her recommendations to the City Manager or his/her designee for regular status in the position.

33.2 A City employee currently working in another department who is promoted to a position in the Fire Department shall be placed on a twelve (12) month probation period at the time of promotion. The employee shall be formally reviewed by the Fire Chief or Designee after three (3), six (6), and nine (9) months. At the conclusion of the probationary period, the Fire Chief or designee shall make his/her recommendation to the City Manager or designee for the employee to attain regular status in the position.

33.3 If at any time during the probationary period, a promoted employee does not perform satisfactorily, he/she shall be returned to his/her original classification, if that classification is covered by this contract. In the event his/her original classification, if covered by this contract is occupied the last employee promoted to fill that classification shall be returned to his/her previous position.

33.4 The probationary period may be extended once for a period of six (6) additional months at the sole and exclusive discretion of the Fire Chief with the approval of the City Manager or his/her designee only in situations where the probationary employee could not be evaluated.

ARTICLE 34

UNION BUSINESS

34.1 District President and/or designee shall be granted time off to perform their Union functions, including attendance at arbitration hearings, conventions, conferences and seminars. The Union shall inform the City, in writing, of the names and rank of its officers and of its negotiating team within five (5) days after their appointment/election. Time off for Union business is subject to each of the following conditions:

- (a) A written request including reason, time and location is submitted to Department Management at least forty-eight (48) hours prior to the time-off period.
- (b) Sufficient staffing is available in the regular shift to properly staff the department during the absence of the local Union official.
- (c) Employees of equal rank shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.

34.2 Time off as provided in this Article for local Union officials shall not exceed a combined total of twelve (12) twenty-four (24) hour shifts being 288 hours total for the conduct of Union business in any one (1) fiscal year.

34.3 Any Union member designated by the District President may attend Union business after agreement in writing by the Fire Chief.

34.4 Time spent on authorized Union business or otherwise permitted under this Article, will not be counted as hours worked for computation of overtime.

34.5 Time off as provided in this Article may be used by elected firefighter pension board trustees for attendance at firefighter pension board meetings, and conferences or seminars approved by the firefighter pension board. The City will provide up to two (2) twenty four hour shifts per fiscal year per elected trustee for this purpose. The Union will provide up to two (2) twenty four hour shifts per fiscal year per elected trustee for this purpose. Time used in each fiscal year by each elected trustee shall be divided equally between the City and the Union.

34.6 All leave requests for Union business or leave as otherwise permitted under this Article must be signed by the Union District President before approval.

34.7 Up to two (2) members of the negotiation team may attend collective bargaining negotiation sessions while on duty as long as such attendance does not result in any overtime and no units are removed from service.

ARTICLE 35

EMPLOYEE RIGHTS

35.1 Employees within the bargaining unit shall have all of the rights provided for in Florida State Statutes including any and all administrative and judicial interpretations of said Statutes including the right to join and participate in an employee organization, to negotiate collectively, to be represented in the determination of grievances, and engage in activities not prohibited by law. In accordance with Florida Statute 447, it is the intent of both parties to promote harmonious and cooperative relationships between the parties, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the City.

ARTICLE 36

RULES AND REGULATIONS

36.1 The Union agrees that its members shall comply with all Fire Rescue Department Rules and Regulations, including those relating to conduct and work performance.

36.2 A current copy of the Rules and Regulations shall be available for review in the City's Intranet.

36.3 These shall be updated annually as a minimum or as needed by the Fire Chief.

36.4 At mutually agreeable times, representatives of the Union and Management shall meet upon the request of either party for the purpose of discussing any matter of mutual interest. The Fire Chief agrees to advise the District President or designee of any change in rules or regulations prior to implementation of same.

36.5 All Rules and Regulations affecting hours, wages, or working conditions, if amended, shall be subject to collective bargaining (F.S. 447).

ARTICLE 37

FIREFIGHTERS BILL OF RIGHTS

37.1 The City and the Union agree to fully comply with all provisions of the “Firefighters Bill of Rights” in accordance with Florida Statutes and a copy of those provisions shall be included in the Tamarac Fire Rescue Department Rules and Regulations.

ARTICLE 38

DRILLS/TRAINING

38.1 The Fire Chief shall have the sole responsibility for the training of members within the Fire Rescue Department. The Training Officer, designated by the Fire Chief, will post training, classes, and drill schedules.

38.2 Drills and/or classes typically will be between 09:30 hours to 16:00 hours Monday through Friday, as is currently practiced, however drills may occur from 0800 hours to 23:00 hours as special circumstances occur.

38.3 No drills on holidays.

38.4 No more than one complete physical drill in full bunker gear per twenty-four hour tour.

38.5 Physical drills at the Fire Academy will be no longer than eight (8) hours.

38.6 Drills shall be suspended or modified when in the opinion of the Company Officer, after consultation with the shift supervisor or Battalion Chief, the weather conditions pose a hazard to the well being of the participants.

38.7 The City reserves the right to establish minimum training standards. These standards shall be established by the Fire Chief.

38.8 Company Officers shall be assigned the responsibility of ensuring that training standards are accomplished.

ARTICLE 39

MAINTENANCE DAY

39.1 As a guideline for twenty-four (24) hour shift employees, the normal work day for all routine activities, i.e., - vehicle maintenance, station maintenance, and all other similar activities - shall begin at 0800 and end at 1600, (with the exception of training, vehicle readiness, and service readiness and/or capability).

ARTICLE 40

JOB DUTIES

40.1 It is understood by the parties that the duties enumerated in job descriptions are not always specifically described. The City agrees that it will not require new tasks and duties to be performed which are not inherent in the nature of the work or do not fall within the skills and other factors common to the position.

40.2 Whenever there is proposed change in the job description of a classification or position within this bargaining unit, the City shall discuss with Union the proposed changes. If the Union is not satisfied with the proposed changes, it may in writing within ten (10) days of the conclusion of the discussion stated above, request a hearing before the Director of Human Resources. This hearing shall be held at a mutually agreeable time within thirty (30) days of the hearing request. If either party is not satisfied, the differences shall be resolved pursuant to bargaining in accordance with F.S. 447. The City agrees not to require any employee hired prior to October 1, 1994 to become a Paramedic, except as outlined in Article 32.

40.3 Personnel covered by this contract shall not be required to perform lawn maintenance.

ARTICLE 41

CIVIL SUITS

41.1 The City agrees to defend and hold harmless, any member covered by this Agreement, and automatically undertakes the defense of any member employee against civil damage suits arising from performance of duties while within the employee's scope of employment and will file proper and appropriate counter suits.

ARTICLE 42

BULLETIN BOARDS

42.1 The City shall furnish one (1) bulletin board per station for the exclusive use of Local 3080, International Association of Firefighters, for posting of bulletins, notices and other Association materials. Any notice or item placed on the bulletin board shall bear on its face the legible designation of the District President (DP) of Local 3080 or his designee by official seal, stamp or signature.

ARTICLE 43

WORK STOPPAGES

43.1 The Union agrees that its members will not engage in strikes, slow downs, boycotts, stoppage of work, refusal of assignments, or any interference with efficient management and operation of the Fire Rescue Department and the City.

43.2 It is recognized by the parties that the activities enumerated in Paragraph 1, are contrary to the laws of the State of Florida and the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

ARTICLE 44

SPECIAL OPERATIONS

44.1 The City has the sole and exclusive discretion to establish a Special Operations Team.

ARTICLE 45

NON-DISCRIMINATION

45.1 No employee covered by this Agreement will be discriminated against by the City and/or the Union with respect to any job benefits or other conditions of employment accruing from this Agreement because of Union membership or non-Union membership. Further, no employee covered by this Agreement will be discriminated against by either party to this Agreement because of race, sex including pregnancy, national origin, color, age, disability, marital status, political affiliation, familial status, sexual orientation, gender identity and expression or religion.

ARTICLE 46

SERVICES TO THE UNION

46.1 Upon publication, the City shall provide one copy of this Agreement to each member.

46.2 Upon publication, the City agrees to provide one (1) copy each to the Union, without charge: 1) proposed budget, 2) final budget, 3) year-end financial statement.

ARTICLE 47

CIVIL EMERGENCY

47.1 If, a civil emergency condition is declared by the Governor including but not limited to 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 pay, insurance and pension benefits shall not be suspended.

ARTICLE 48

SEVERABILITY CLAUSE

48.1 Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

ARTICLE 49

KELLY DAYS

49.1 This article applies only to those employees assigned to a twenty-four (24) hour shift. A twenty-one (21) day, three (3) Platoon rotating cycle on twenty-four (24) continuous hours of duty, with one (1) normally scheduled tour of duty (Kelly Day) off every seventh (7th) shift, shall be maintained for the term of this agreement. Exceptions may occur during the implementation of new annual Kelly Day assignments, when the newly assigned Kelly Day may not occur on an employee's seventh (7th) shift. No overtime will be incurred as a result of Kelly Day changes. "Kelly Days" shall be bid on the basis of seniority for each platoon on an annual basis during October of each year for the following calendar year (starting January 2nd). Kelly Day assignments will be issued by October 30th.

49.2 After the initial selection, if it is necessary to adjust the "Kelly Day" assignments, such an adjustment shall be made by the Battalion Chief in order to balance the number of members off on any given day. In the event of an intra-shift balancing of personnel, the Battalion Chief shall, in his/her sole discretion, determine the day from which the balancing shall occur. Once that day is selected, the Battalion Chief shall make a reasonable effort to offer selection to the senior employees in the affected rank on that day. The impacted employee will be afforded one opportunity to take any given day off (one 24-hour shift) they choose, using their own accumulated leave, without regard to the number of leave slots available. This opportunity will sunset at the end of six months from the date of the first new Kelly Day, or the end of the calendar year, whichever comes later. Such opportunity would not be available on a recognized Holiday as defined in Article 15, unless the impacted employee had that holiday as their assigned Kelly Day before the adjustment. An employee whose Kelly Day changes as a result of their own promotion will not be eligible for this opportunity.

49.3 The Fire Chief has the right to adjust the "Kelly Day" schedule in order to balance the rank and number of employees off on any given day. 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.

49.4 In the event that there is a "Kelly Day" vacancy due to retirement, promotion, shift transfer, resignation, termination or any other reason, the Battalion Chief may, at his/her sole discretion, approve an employee's request for a one-time "Kelly Day" exchange.

49.5 In the event of a shift change, employees who have their shift changed due to the needs of the City shall have the right to re-bid their Kelly Days within their prospective shifts.

In the event that an employee requests a change of Kelly Day or shift exchange, he or she shall not have the right to re-bid and/or subsequently bump another employee's assigned Kelly Day or create an overtime situation that the City is responsible for such costs.

Shift transfers resulting from the promotion of an employee will not be considered as being for the needs of the City for the employee promoted.

49.6 Any employee may mutually exchange Kelly Days with any other employee who is eligible and approved to work in the same capacity subject to the approval of the Battalion Chief, as long as minimum staffing levels are maintained and overtime is not incurred as a result of the mutual exchange. Kelly Day exchanges shall not incur costs to the City. There will be no permanent exchange of Kelly Days due to employee request after the initial annual bid.

ARTICLE 50

PARAMEDIC ASSIGNMENT PAY

50.1 All assigned Paramedics will be paid as paramedics as established in Article 8, Wages. Any paramedic removed from assignment for more than 30 days will be paid as an EMT in accordance with Article 8, Wages. For the life of this agreement, no assigned paramedic will lose their assignment and pay unless he/she voluntarily leaves the assignment or is removed for cause.

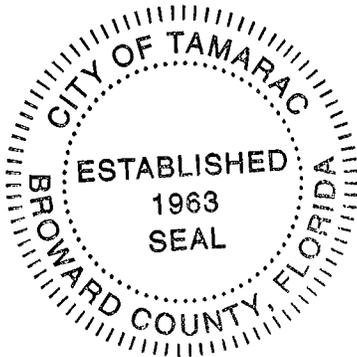
50.2 All recertification requirements shall be the sole responsibility of the paramedic and EMT. The City will reimburse the employee for the continuing education costs incurred, in accordance with Article 25, as long as the employee has been pre-approved to attend the course by the Fire Chief or his/her designee. Attendance will be during the employee's own time and will not be compensated by the City.

ARTICLE 51

TERM OF AGREEMENT

51.1 This Agreement shall be effective this 1st day of October, 2015 and shall remain in full force and effect until and including September 30, 2018.

DATED this 9th day of December, 2015.



ATTEST:

Catharina Tenfelde

ATTEST:

Julie Klahn
APPROVED AS TO FORM
for SAMUEL S. GOREN
CITY ATTORNEY

John Gaul
JOHN GAUL, DISTRICT PRESIDENT
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3080

Brian Powell
BRIAN POWELL, PRESIDENT
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3080

CITY OF TAMARAC

Harry Dressler
HARRY DRESSLER
MAYOR

This 9th day of December, 2015

BY: *Michael C. Cernech*
MICHAEL C. CERNECH
CITY MANAGER

This 10th day of December, 2015

BY: *Robert D. Soloff*
ROBERT D. SOLOFF
CHIEF NEGOTIATOR

This 13th day of January, 2016

Effective October 1, 2015

APPENDIX A

GRADE/ RANK/ CODE POSITION	1	2	3	4	5	6	7	8	9	10	11	12
	STEP											
FE Firefighter EMT	\$19.09	\$20.04	\$21.04	\$22.10	\$23.20	\$24.37	\$25.58	\$26.34	\$27.14	\$27.96	\$28.37	\$28.80
FP Firefighter Paramedic	\$21.00	\$22.06	\$23.15	\$24.30	\$25.52	\$26.80	\$28.14	\$28.99	\$29.85	\$30.75	\$31.21	\$31.68
DE Driver Engineer/ EMT	\$22.61	\$23.28	\$23.98	\$24.69	\$25.44	\$26.20	\$26.98	\$27.80	\$28.63	\$29.50	\$29.94	\$30.39
DP Driver Engineer/ Paramedic	\$24.86	\$25.61	\$26.38	\$27.17	\$27.98	\$28.82	\$29.69	\$30.58	\$31.49	\$32.43	\$32.92	\$33.42
LP LT/ Paramedic	\$27.74	\$28.57	\$29.43	\$30.32	\$31.22	\$32.16	\$33.12	\$34.12	\$35.13	\$36.20	\$36.74	\$37.29
CPS Captain Paramedic/ 48 HR Week	\$30.51	\$31.43	\$32.37	\$33.34	\$34.34	\$35.38	\$36.43	\$37.53	\$38.65	\$39.23	\$39.82	
CPD Captain Paramedic/ 40 HR Week	\$38.45	\$39.60	\$40.79	\$42.01	\$43.26	\$44.58	\$45.90	\$47.28	\$48.70	\$49.43	\$50.17	
IIE Inspector EMT 40 HR Week	\$26.47	\$27.26	\$28.08	\$28.92	\$29.80	\$30.69	\$31.61	\$32.56	\$33.53	\$34.54	\$35.06	\$35.58
IPE Inspector/ PE /EMT 40 HR Week	\$27.79	\$28.63	\$29.49	\$30.37	\$31.29	\$32.23	\$33.19	\$34.18	\$35.21	\$36.27	\$36.81	\$37.36

* Pay for 40 HR positions include a 5% pay adjustment

Effective July 1, 2016

APPENDIX A

GRADE/ CODE	RANK/ POSITION	1	2	3	4	5	6	7	8	9	10	11	12
FE	Firefighter	\$19.09	\$20.04	\$21.04	\$22.10	\$23.20	\$24.37	\$25.58	\$26.34	\$27.14	\$27.96	\$28.80	\$29.66
	EMT												
FP	Firefighter	\$21.00	\$22.06	\$23.15	\$24.30	\$25.52	\$26.80	\$28.14	\$28.99	\$29.85	\$30.75	\$31.67	\$32.62
	Paramedic												
DE	Driver												
	Engineer/ EMT	\$22.61	\$23.28	\$23.98	\$24.69	\$25.44	\$26.20	\$26.98	\$27.80	\$28.63	\$29.50	\$30.39	\$31.30
DP	Driver												
	Engineer/ Paramedic	\$24.86	\$25.61	\$26.38	\$27.17	\$27.98	\$28.82	\$29.69	\$30.58	\$31.49	\$32.43	\$33.40	\$34.40
LP	LT/ Paramedic	\$27.74	\$28.57	\$29.43	\$30.32	\$31.22	\$32.16	\$33.12	\$34.12	\$35.13	\$36.20	\$37.29	\$38.40
CPS	Captain Paramedic/ 48 HR Week	\$30.51	\$31.43	\$32.37	\$33.34	\$34.34	\$35.38	\$36.43	\$37.53	\$38.65	\$39.81	\$41.00	41.62
CPD	Captain Paramedic/ 40 HR Week	\$38.45	\$39.60	\$40.79	\$42.01	\$43.26	\$44.58	\$45.90	\$47.28	\$48.70	\$50.16	\$51.67	52.44
IED	Inspector EMT 40 HR Week	\$26.47	\$27.26	\$28.08	\$28.92	\$29.80	\$30.69	\$31.61	\$32.56	\$33.53	\$34.54	\$35.58	\$36.64
IPE	Inspector/ PE /EMT 40 HR Week	\$27.79	\$28.63	\$29.49	\$30.37	\$31.29	\$32.23	\$33.19	\$34.18	\$35.21	\$36.27	\$37.36	\$38.48

* Pay for 40 HR positions include a 5% pay adjustment

Effective October 1, 2016

APPENDIX A

	1	2	3	4	5	6	7	8	9	10	11	12
STEP												
GRADE/ RANK/ CODE POSITION												
Firefighter/ EMT	\$19.52	\$20.49	\$21.51	\$22.60	\$23.72	\$24.92	\$26.16	\$26.93	\$27.75	\$28.59	\$29.45	\$30.33
Firefighter/ Paramedic	\$21.47	\$22.56	\$23.67	\$24.85	\$26.09	\$27.40	\$28.77	\$29.64	\$30.52	\$31.44	\$32.38	\$33.35
Driver Engineer/ EMT	\$23.12	\$23.80	\$24.52	\$25.25	\$26.01	\$26.79	\$27.59	\$28.43	\$29.27	\$30.16	\$31.07	\$32.00
Driver Engineer/ Paramedic	\$25.42	\$26.19	\$26.97	\$27.78	\$28.61	\$29.47	\$30.36	\$31.27	\$32.20	\$33.16	\$34.15	\$35.17
LT/ Paramedic	\$28.36	\$29.21	\$30.09	\$31.00	\$31.92	\$32.88	\$33.87	\$34.89	\$35.92	\$37.01	\$38.13	\$39.26
Captain Paramedic/ 48 HR Week	\$31.20	\$32.14	\$33.10	\$34.09	\$35.11	\$36.18	\$37.25	\$38.37	\$39.52	\$40.71	\$41.92	\$42.56
Captain Paramedic/ 40 HR Week	\$39.32	\$40.49	\$41.71	\$42.96	\$44.23	\$45.58	\$46.93	\$48.34	\$49.80	\$51.29	\$52.83	\$53.62
Inspector EMT 40 HR Week	\$27.07	\$27.87	\$28.71	\$29.57	\$30.47	\$31.38	\$32.32	\$33.29	\$34.28	\$35.32	\$36.38	\$37.46
Inspector/ PE /EMT 40 HR Week	\$28.42	\$29.27	\$30.15	\$31.05	\$31.99	\$32.96	\$33.94	\$34.95	\$36.00	\$37.09	\$38.20	\$39.35

* Pay for 40 HR positions include a 5% pay adjustment

Effective October 1, 2017

APPENDIX A

GRADE/ CODE	RANK/ POSITION	STEP											
		1	2	3	4	5	6	7	8	9	10	11	12
FE	Firefighter/ EMT	\$19.96	\$20.95	\$21.99	\$23.11	\$24.25	\$25.48	\$26.75	\$27.54	\$28.37	\$29.23	\$30.11	\$31.01
	Firefighter Paramedic	\$21.95	\$23.07	\$24.20	\$25.41	\$26.68	\$28.02	\$29.42	\$30.31	\$31.21	\$32.15	\$33.11	\$34.10
DE	Driver Engineer/ EMT	\$23.64	\$24.34	\$25.07	\$25.82	\$26.60	\$27.39	\$28.21	\$29.07	\$29.93	\$30.84	\$31.77	\$32.72
	Driver Engineer/ Paramedic	\$25.99	\$26.78	\$27.58	\$28.41	\$29.25	\$30.13	\$31.04	\$31.97	\$32.92	\$33.91	\$34.92	\$35.96
LP	LT/ Paramedic	\$29.00	\$29.87	\$30.77	\$31.70	\$32.64	\$33.62	\$34.63	\$35.68	\$36.73	\$37.84	\$38.99	\$40.14
	Captain Paramedic/ 48 HR Week	\$31.90	\$32.86	\$33.84	\$34.86	\$35.90	\$36.99	\$38.09	\$39.23	\$40.41	\$41.63	\$42.86	\$43.52
CPD	Captain Paramedic/ 40 HR Week	\$40.20	\$41.40	\$42.65	\$43.93	\$45.23	\$46.61	\$47.99	\$49.43	\$50.92	\$52.44	\$54.02	\$54.83
	Inspector EMT 40 HR Week	\$27.68	\$28.50	\$29.36	\$30.24	\$31.16	\$32.09	\$33.05	\$34.04	\$35.05	\$36.11	\$37.20	\$38.30
IPE	Inspector/ PE /EMT 40 HR Week	\$29.06	\$29.93	\$30.83	\$31.75	\$32.71	\$33.70	\$34.70	\$35.74	\$36.81	\$37.92	\$39.06	\$40.24

* Pay for 40 HR positions include a 5% pay adjustment