

CITY CLERK  
CITY OF SUNRISE

2024 SEP 13 PM 1:25

# **COLLECTIVE BARGAINING AGREEMENT**

*BETWEEN*

**CITY OF SUNRISE**

*AND*

**LOCAL 3080**

**METRO BROWARD**

**PROFESSIONAL FIREFIGHTERS, I.A.F.F.**

*for*

**BATTALION CHIEFS**

**OCTOBER 1, 2024 - SEPTEMBER 30, 2027**

**TABLE OF CONTENTS**

<b><u>ARTICLE NO.</u></b>	<b><u>PAGE</u></b>
PREAMBLE.....	5
1. RECOGNITION AND DEFINITIONS.....	6
2. BULLETIN BOARDS.....	7
3. UNION RIGHTS.....	8
4. PREVAILING RIGHTS.....	9
5. UNION BUSINESS.....	10
6. CIVIL SUITS.....	11
7. GRIEVANCE PROCEDURE.....	12
8. DUES DEDUCTION.....	15
9. SENIORITY.....	16
10. TIME EXCHANGE.....	17
11. LEAVE WITHOUT PAY.....	19
12. SICK LEAVE.....	20
13. ON-THE-JOB INJURY.....	23
14. MEDICAL AND LIFE INSURANCE.....	25
15. RETIREMENT.....	27
16. BEREAVEMENT LEAVE.....	28
17. EDUCATION.....	29
18. HOURS OF DUTY.....	33
19. OVERTIME.....	35

20. WAGES .....	37
21. HOLIDAYS .....	40
22. LAY-OFF AND RECALL .....	43
23. MANAGEMENT RIGHTS .....	44
24. NON-DISCRIMINATION .....	46
25. CALL BACK .....	47
26. WORKING OUT OF CLASSIFICATION .....	48
27. ANNUAL LEAVE .....	49
28. UNIFORMS .....	52
29. WORK STOPPAGES .....	54
30. PROBATION .....	55
31. CREATION OF NEW POSITIONS .....	56
32. JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM .....	57
33. JURY DUTY .....	58
34. REQUIRED COURT APPEARANCES .....	59
35. RULES AND REGULATIONS .....	60
36. ENVIRONMENTAL CONDITIONS .....	62
37. LONGEVITY .....	63
38. DRUG AND ALCOHOL TESTING .....	66
39. SAFETY DAYS .....	70
40. REOPENER CLAUSE .....	71
41. SAVINGS CLAUSE .....	72

42. LETTERS OF UNDERSTANDING .....	73
43. FAMILY MEDICAL LEAVE .....	74
44. EMPLOYEE ASSISTANCE PLAN (EAP) .....	76
45. SPECIAL RESPONSE TEAM.....	77
46. PROMOTIONS .....	78
47. MILITARY LEAVE .....	80
48. TERM OF AGREEMENT.....	81
APPENDIX A TUITION REFUND PROGRAM .....	83
APPENDIX B PENSION BOARD AGREEMENT .....	88
APPENDIX C SALARY RANGES .....	90

## **PREAMBLE**

This *Agreement* is entered into by and between the CITY OF SUNRISE, FLORIDA hereinafter referred to as the "City" or the "Employer", and the LOCAL 3080 METRO BROWARD PROFESSIONAL FIREFIGHTERS, I.A.F.F., hereinafter referred to as the "Union".

It is the intent and purpose of this *Agreement* to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly, prompt, and harmonious means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment.

It is understood that the CITY OF SUNRISE is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public; and both parties hereto recognize the need for continuous and reliable service to the public.

In order to clarify terminology and because the English language does not provide a generic singular pronoun meaning "he" or "she", which is the equivalent to the plural "they", "he" and "she" will be used in the generic sense and should be understood to imply both sexes. The use of the generic "he" or "she" will avoid awkward sentence structure. Except where the context obviously implies a specific gender, all words importing one gender intend the other as well.

# **ARTICLE 1**

## **RECOGNITION AND DEFINITIONS**

SECTION 1.1 The City hereby recognizes the “Local 3080 Metro Broward Professional Firefighters, I.A.F.F” as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and all terms and conditions of employment for all the employees in the below described bargaining unit:

**INCLUDED:**

Battalion Chiefs

**EXCLUDED:**

Division Chiefs, Deputy Chief, Fire Chief, and all other City of Sunrise Employees.

# **ARTICLE 2**

## **BULLETIN BOARDS**

**SECTION 2.1**      **EMPLOYER RESPONSIBILITY:** The City will provide one (1) locked bulletin board for use by Local 3080 (i.e., one board for both bargaining units) for posting bulletins, notices, and other Union material to be placed in each fire station and the Public Safety Complex.

**SECTION 2.2**      **UNION RESPONSIBILITY:** The Union agrees that it shall use the above-mentioned bulletin boards only for the following purposes: Notice of Union meetings; Union elections; reports of Union Committees; rulings and policies of the Union; recreation and social affairs of the Union; and notices by public bodies.

# **ARTICLE 3**

## **UNION RIGHTS**

SECTION 3.1 All employees inclusively recognized in Section 1.1 herein above shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and/or protection, and/or refrain from such activities, either individually and/or collectively.

SECTION 3.2 Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as they are clearly presented as the views of the Union.

SECTION 3.3 The City agrees to comply with all applicable provisions of Title X, Chapter 112, Part VII, ss. 112.80-112.84, Florida Statutes – i.e., the Firefighters Bill of Rights



# **ARTICLE 4**

## **PREVAILING RIGHTS**

SECTION 4.1 All job benefits previously approved by the City Commission by Resolution heretofore uniformly enjoyed by the employees, which are not specifically provided for or abridged by this *Agreement*, shall continue under conditions under which they have previously been granted throughout the term of this *Agreement*.

# ARTICLE 5

## UNION BUSINESS

SECTION 5.1        The Union's District Vice President of District 3 (DVP) or his/her designee, may be granted time off, not to exceed 192 hours (inclusive of the hours available for both of Local 3080's bargaining units) per fiscal year, without loss of pay, subject to the following conditions:

- (A)    A written request shall be submitted to the Fire Chief or his designee by the Union DVP at least seventy-two (72) hours in advance of the requested time off; and
- (B)    Sufficient staffing is available to cover existing assignments and provided there are no overtime costs.

SECTION 5.2        Elected officials of the Union will be granted time off without loss of pay to attend monthly Union meetings. Such leave will be subject to Sections 5.1(A) and (B).

# **ARTICLE 6**

## **CIVIL SUITS**

**SECTION 6.1**      The City agrees to comply with the provisions of Section 111.07 and Section 768.28, Florida Statutes.

# **ARTICLE 7**

## **GRIEVANCE PROCEDURE**

**SECTION 7.1** A grievance is defined as a difference, dispute, or complaint between the City and the Union as to the application or interpretation of this *Agreement*. It is mutually agreed that the grievance shall be settled in accordance with the procedure herein. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Union.

**SECTION 7.2** Should any grievance arise, there shall be an earnest effort to settle such grievance promptly through the following steps:

**Step 1.** The aggrieved employee shall present, in writing, within ten (10) working days from the date the employee knew or should have known of the events giving rise to his grievance through proper communication channels to the Fire Chief. The grievance shall be signed by the employee and shall specify: (A) the date of the alleged grievance; (B) the specific article(s) of the *Agreement* that were allegedly violated; (C) the basic facts pertaining to or giving rise to the grievance; and (D) the relief requested. The Fire Chief shall attempt to resolve the matter by meeting with the aggrieved employee and a Union representative. Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. If a resolution of the grievance is not reached at this meeting, the Fire Chief shall reach a decision and communicate it, in writing, to the aggrieved employee and the Union within ten (10) working days from the date the grievance was presented. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented at Step 1 of the grievance procedure within the applicable Step 1-time limits and shall be signed by the aggrieved employees or the Union representative on their behalf.

Step 2. If the grievance is not resolved at Step 1, it will be presented to the Human Resources Director within ten (10) working days of the issuance of the Step 1 decision. The Human Resources Director will meet with the Union representative and other applicable people within ten (10) working days from receipt of the grievance. If a resolution of the grievance is not reached at this meeting, the Human Resources Director will furnish a copy of his/her decision to the Union within ten (10) working days. Upon seven (7) calendar days' written notice, the City Manager may designate another individual to hear Step 2 grievances.

Step 3. If the grievance is not resolved at Step 2, it shall then be submitted to arbitration by the Union within ten (10) working days from the date of the decision of the Human Resources Director. The parties agree that except as provided in Section 7.10, individual employees shall not be permitted to submit or advance a grievance to arbitration, and that the Union shall retain the exclusive authority to that right. An arbitrator mutually selected from the Federal Mediation and Conciliation Service will be chosen to resolve the grievance. The award of the arbitrator will be final and binding on both parties.

SECTION 7.3 The fee of the arbitrator will be equally divided between parties. At the request of either party, there shall be a court reporter at this hearing. The expense of the certified court reporter will be borne by the party making the request. If both parties receive transcripts, they will equally share this expense. Other costs will be paid by the party incurring such costs. Each party will bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. On-duty employees required to testify will be made available without loss of pay, however, whenever possible, they shall be placed on call to minimize time lost from work. Under no circumstances will an off-duty employee be paid for testifying at an arbitration hearing.

SECTION 7.4 Failure of the City to respond within the time limits contained in this Article will be considered a denial of the grievance and the aggrieved party may proceed automatically to the next step.

SECTION 7.5 The arbitrator shall have no power to alter, add to, or subtract from the terms of this *Agreement*. The arbitrator shall render his report to the applicable parties within thirty (30) calendar days after the parties submit briefs, if any, to the arbitrator.

SECTION 7.6 Any settlement of a grievance prior to arbitration shall be limited retroactively to a period not to exceed ten (10) working days prior to the date such grievance was first put in writing and such settlement shall not constitute an admission that the *Agreement* was violated nor constitute a precedent for future contract administration.

SECTION 7.7 Any resolution of a grievance by an arbitrator will be retroactive to a period to be determined by the arbitrator.

SECTION 7.8 All documentation presented at any step, including that of the Union grievance form, will be dated and signed by the aggrieved employee and/or Union representative presenting it. When said documentation is presented to the City, the representative thereof will acknowledge receipt of said documentation and date it accordingly. Any decision rendered will be written to the aggrieved employee and to the Union and will be signed and dated by the City or City's representative at all steps.

SECTION 7.9 For the purpose of clarity, "working days" shall be defined to be Monday through Friday between the hours of 0800 and 1600, excluding Saturdays, Sundays, and holidays.

SECTION 7.10 The Union will not be required to process grievances for an employee who is not a member of the Union and will waive, in writing, to the City its non-participation. The Union nevertheless will be invited to attend any meetings, including arbitration, where a resolution of said non-union member's grievance might be made.

SECTION 7.11 By mutual consent, time limits set forth in this Article may be extended.

SECTION 7.12 Non-probationary employees may be suspended, demoted, disciplined or discharged only for just cause.

# **ARTICLE 8**

## **DUES DEDUCTION**

**SECTION 8.1** Upon written authorization of an employee and approval by the Union, the City agrees to deduct weekly from the wages of each employee, the sum certified as dues, and each month deliver the sum to the Union Treasurer.

**SECTION 8.2** Individual employees desiring dues to be deducted from their paychecks shall sign a standard form with an authorized Officer of the Union indicating such desire, provided that such authorization is revocable at the employee's request upon thirty (30) days' written notice to the City and the Union.

**SECTION 8.3** The Union shall have no right or interest, whatsoever, in any money authorized or withheld until such money is actually paid to the Union. The City or any of its officers and employees shall not be liable for any unintentional delay in carrying out such deductions and upon forwarding payment of such deductions by bank wire or check to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee-assignor and to the assignees under such assignment.

**SECTION 8.4** The City agrees to provide this service to the Union at no cost.

**SECTION 8.5** The Union shall indemnify and hold the City harmless for any and all errors in the administration of the dues deduction system; provided, however, that the City will make a reasonable effort to efficiently administer the dues deduction system.

**SECTION 8.6** Change(s) in the Union's membership dues rate shall be certified to the City, in writing, over the signature of the authorized officer or officers of the Union. The change will be implemented as soon as is practicable, but in no event later than thirty (30) days after notification.

# ARTICLE 9

## SENIORITY

SECTION 9.1 Seniority will consist of continuous accumulated paid service with the Fire-Rescue Department. Seniority shall be computed from the date of appointment in each rank. Seniority will not accumulate during any unpaid leaves of absence, except for military leave.

SECTION 9.2 Seniority will govern the following matters:

- (A) Vacations for each year shall be selected by employees on the basis of seniority preference within each rank, subject to the restrictions contained in Section 9.3.
- (b) Work assignments, by shift and Kelly days shall not be subject to this Article as staffing flexibility is necessary.

SECTION 9.3 Any "ties" identified as a result of the use of this Article exclusively will be "broken" by the use of the following criteria, which will depend upon the promotion date, as follows:

For promotions on or after April 1, 2002:

- |             |   |
|-------------|---|
|             | 1. time in rank (promotion date)                    |
| if the same | 2. promotional test score (overall ranking)         |
| if the same | 3. time in next lowest rank to the rank in question |
| if the same | 4. date of employment                               |
| if the same | 5. Date and time of employment application          |

However, if the tie is between the test scores for two (2) different positions, this criteria will be inapplicable and the remaining criteria will be utilized.

SECTION 9.4 Seniority issues will be resolved based upon the criteria of Section 9.3.

SECTION 9.5 A seniority list will be provided to the Battalion Chief on a regular basis and updated as necessary.



# **ARTICLE 10**

## **TIME EXCHANGE**

**SECTION 10.1** Members of the bargaining unit shall have the right to voluntarily request a time exchange by completing an electronic request, which both parties to the exchange must complete and sign. The request must then be presented to the Fire Chief (or designee). The Fire Chief or designee(s) will make the decision of whether or not to approve the request and the applicant will be advised of that decision prior to the shift exchange. Such shift exchange requests will not be capriciously or arbitrarily denied. However, the denial of a shift exchange request because the employees are not equally qualified shall not be considered arbitrary or capricious. In cases of approved time exchange requests, the request will be forwarded by the Fire Chief (or designee) to the Fire-Rescue Department's Administrative Officer.

**SECTION 10.2** Generally, employees will exchange twenty-four (24) hours shifts. Partial shift exchanges with a minimum of two (2) hours, will be permitted and will require the prior approval of the Fire Chief (or designee). The exchange of time request must be completed before the employee commences the time exchange. In any partial time exchange, the applicant must remain on duty until his replacement arrives, and the replacement must report ready for duty. The replacement must remain on duty until the employee scheduled for the shift returns and is ready for duty. The one (1) shift advance notice will not be required for partial shift exchange for less than twelve (12) hours unless the exchange of time is to start at the beginning of the shift 0800 hours. In this case the procedure in Section 10.1 will be followed.

**SECTION 10.3** An employee may exchange time only with employees of equal rank or qualifications; this determination will be made by the Fire Chief or his designee(s) in his sole and exclusive discretion. An employee working on a time exchange will not be entitled to receive out-of-class pay unless the employee is officially assigned to work in a higher classification by the Department while on the time exchange. Also, no employee may have more than five (5) shifts "owed" to him and no employee may "owe" more than five (5) shifts to any other employee. Further, no employee may work more than two (2) consecutive shifts.

SECTION 10.4 Any employee on duty by virtue of a shift exchange or partial shift exchange shall be entitled to the same benefits, privileges, and protections and shall assume the same responsibilities as any on-duty personnel.

SECTION 10.5 The Union and all employees agree that the time that may be owed between employees based on shift exchanges is the personal responsibility of each employee involved and that the City has no responsibility whatsoever for any time owed between employees related to shift exchanges, and that the City will be held harmless against any claim of liability involving any dispute between employees about time owed arising from a shift exchange.

SECTION 10.6 An employee who abuses this Article shall be subject to the loss of the right to time exchanges for a period of up to one (1) year, as determined by the Fire Chief or designee(s).

SECTION 10.7 Any member of the bargaining unit who agrees to exchange time, but fails to report to work the agreed shift, shall be subject to disciplinary action, up to and including termination. An employee who agrees to exchange time with another employee, and who then fails to report to work the agreed shift because of illness or for a reason that qualifies for emergency annual leave, or who reports but leaves early due to illness or emergency annual leave, may be required to provide a doctor's note to verify the illness; the employee's sick leave account (or annual leave account in cases of emergency annual leave) will also be "docked" for each one-quarter (1/4) hour missed.

SECTION 10.8 If an employee fails to work all or part of an agreed time exchange and, for any reason (except illness or injury), the City incurs any costs or expenses as a result thereof (including but not limited to overtime payments), all of said costs and expenses will be deducted from the annual leave account of the employee who fails to work.

# **ARTICLE 11**

## **LEAVE WITHOUT PAY**

**SECTION 11.1** Leaves of absence without pay for a period not to exceed sixty (60) calendar days may be granted to an employee for any reasonable purpose by the Human Resources Director. Such leaves may be renewed or extended for a period not to exceed thirty (30) calendar days, if requested and approved in writing by the Human Resources Director. An employee will not be eligible for a leave of absence during his probationary period.

**SECTION 11.2** Any employee may, upon request, be granted a leave of absence without pay by the Human Resources Director for the purpose of attending an accredited educational institution when such leave and education is related to the employee's employment. The denial of a leave of absence under this Section shall not be grievable. An employee will not be eligible for a leave of absence during his probationary period.

**SECTION 11.3** No employee who is granted a leave of absence (with or without pay) may engage in work for profit during said leave without the express permission of the Human Resources Director. Employees on unpaid leave status shall not earn or accrue any benefits or seniority during the period of said unpaid leave.

**SECTION 11.4** Unpaid leave or a leave of absence without pay may be granted only after an employee has exhausted his or her annual leave, and floating holiday time accruals. In addition, in cases of sickness, mental or physical disability, the employee must exhaust his or her sick leave accruals.

**SECTION 11.5** Employees will not accrue any benefits during any unpaid leave of absence.

**SECTION 11.6** Any time without pay for one pay period (two-weeks) or less is considered unpaid leave and does not require the approval of the Human Resources Director.

**SECTION 11.7** Any unpaid leave of absence of thirty (30) calendar days (full or partial) or more per calendar year will toll an employee's continuous service and thus cause an adjustment to the employee's anniversary date.

# **ARTICLE 12**

## **SICK LEAVE**

SECTION 12.1 Shift employees shall accrue sick leave at the rate of 2.77 hours for each week of employment with the City, not to exceed one hundred forty-four (144) hours per fiscal year. Non-shift employees will accrue sick leave at the rate of 1.84 hours for each week of employment with the City, not to exceed ninety-six (96) hours per fiscal year.

SECTION 12.2 Any shift employee who is absent from his employment for an entire shift as a result of illness or injury shall be charged twenty-four (24) hours for each shift day missed. Non-shift employees will be charged eight (8) hours for each day missed as a result of illness or injury. An employee who reports to work and who thereafter leaves work due to illness or injury will be charged sick leave for the number of hours (rounded to the nearest quarter hour) of work missed that day.

### SECTION 12.3

- (A) Employees may accrue unlimited days of earned sick leave for legitimate sick leave usage purposes. For the purpose of sick leave payoff upon "separation" from employment:
- (1) Employees hired after October 1, 1985, will be paid for one-half (1/2) of their accumulated sick leave hours upon retirement or one quarter (1/4) of their accumulated sick leave upon resignation.
  - (2) Upon the death of an employee in the line of duty, the City will compensate such employee's beneficiary or other person designated by the employee in writing for 100% of the employees accumulated sick leave within thirty (30) days of the death.
- (B) The payoff amount for both sections (A)(1) and (A)(2) will be calculated on the basis of the employee's base rate of pay at the time of "separation", and will thus not include incentive pay, assignment pay, etc.
- (C) Employees fired for just cause, as determined by the Fire Chief (or designee) will forfeit all accrued leave.

SECTION 12.4 Sick leave will be used for the following reasons:

- (1) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his position. A doctor's note justifying illness or injury may be requested by the Fire Chief or designee(s) if a unit employee has been found abusing sick leave. The Fire Chief or designee(s) shall work with a representative of Local 3080 on combating unit employees from abusing sick time.
- (2) Enforced quarantine when established by the Department of Health or other competent authority for the period of such quarantine.
- (3) Forty (40) hour non-Shift personnel may use sick leave for prescribed medical treatment which occurs during their on-duty hours. However, they must attempt to schedule medical, dental and optical appointments and treatment during off-duty hours whenever possible.
- (4) Twenty-four (24) hour personnel may use sick leave for prescribed medical treatment that falls on duty days, but they must attempt to schedule medical treatment during off-duty hours whenever possible. For medical treatment scheduled on-duty, the employee will be charged sick leave (rounded to the nearest quarter hour) and may return to work upon presenting a doctor's note. Medical treatment scheduled for on-duty days must be approved in advance by the Fire Chief or his designee.

SECTION 12.5 The Fire Chief may require employees covered by this *Agreement* to submit to an examination by a physician and/or psychiatrist selected by the City in order to evaluate their physical and/or mental ability to perform their job duties. Said examination(s) will be at no cost to the employee and will be performed while the employee is on duty if practicable.

SECTION 12.6 Employees calling in sick must do so prior to 0700 hours.

SECTION 12.7 Bargaining unit employees who do not use sick leave for a six (6) month period (October 1st to March 31st and April 1st to September 30th) will have their annual leave accruals increased by twelve (12) hours for shift employees and eight (8) hours for non-shift employees. The City agrees to use reasonable efforts to credit these additional annual leave accruals to the employees who have earned them by the end of the second full pay period after March 31<sup>st</sup> and September 30th.

SECTION 12.8 Physician's recommendation for return to work on a "limited or light duty" basis following a non-job-related illness or injury, will be considered individually on the following basis.

- (A) Suitable work must be available as determined by the Fire Chief.
- (B) Approval by the Human Resources Director (or designee).
- (C) The employee must work on a full-time basis. Part-time limited duty status will not be considered appropriate as a return to work authorization for full-time positions.
- (D) Requests for light duty work not approved within five (5) working days will be considered as denied.
- (E) The physician recommending return to work on a limited duty status must provide reasonable assurance that the employee's condition will not extend beyond thirty (30) days. Extension of limited or light duty status beyond thirty (30) days must be approved by the Human Resources Director (or designee).

SECTION 12.9 Any employee who has provided a notice of resignation (excluding the DROP entry election/resignation form that is submitted when DROP begins) cannot thereafter use accrued sick leave for paid time-off unless the employee provides a doctor's note from a doctor who treated the employee on the day that the employee seeks to be paid from accrued sick leave (or before the employee seeks to use accrued sick leave). If no doctor's note is provided, then the time that the employee is out of work will be charged to annual leave or no pay status.

# ARTICLE 13

## ON-THE-JOB INJURY

SECTION 13.1 Whenever an employee covered by this *Agreement* suffers an illness or injury deemed compensable under the Florida's Workers' Compensation Act and/or Section 112.1816, Florida Statutes, the City will pay to the employee his or her regular rate of pay, less any Workers' Compensation benefits received until:

- (A) the employee is able to return to his or her regular employment with the City;  
or
- (B) the employee returns to light duty work, as provided below; or
- (C) the employee is awarded a disability pension from the City; or
- (D) one (1) year has passed since the first date of lost time as a result of the on-the-job injury, or for an indefinite extended period as determined in the sole discretion of the City, from the date of injury, provided any such extended period(s) is/are approved by the City Manager (or designee) upon the recommendation of the Risk Manager and Fire Chief. However, if, at the end of one (1) year, the employee has not returned to regular duty but the employee's prognosis (rendered by a City physician) is that the employee will be able to return to regular duty within the forthcoming twelve (12) months, then the benefits shall continue until the end of the second year or until the employee returns to work, (either regular or light duty) whichever occurs first. This extension past one (1) year will not apply to employees where the injury was sustained during recreational activity, except that such an extension may be provided to an employee who is thereafter injured while on duty and engaged in the proper use of City owned exercise equipment within a City owned building.

SECTION 13.2 The City may, in its sole and exclusive discretion, deny any supplemental benefits provided for in Section 13.1 to any employee if the accident and resulting injury is caused or contributed by the employee's self-inflicted, intentional or willful, wanton or reckless disregard of standards of behavior the City has an interest or

right to expect of the employee; or is of such a degree or recurrence as to manifest culpability, wrongful intent, or evil design; or is primarily occasioned by prohibited drug or alcohol use in violation of the City's policies or applicable law.

SECTION 13.3 As a condition of continued receipt of the above benefit, the employee shall submit, upon request by the City, to a physical or psychological examination by a physician selected by the City.

SECTION 13.4 Employees suffering on-the-job injuries or disease will be entitled to necessary medical care from an authorized treating physician(s) and one-time change of an authorized treating physician, if approved by the City's Workers' Compensation Claims Administrator for medical care, provided all treatment by the physician and hospital comply with the Workers' Compensation laws.

SECTION 13.5 As a condition of receiving the supplemental benefits set forth in Section 13.1, above, the City may require (but is under no obligation to provide) the employee to perform light duty work within the Fire-Rescue Department, as deemed appropriate by the Fire Chief or his designee(s).

SECTION 13.6 In the event that an employee who has been granted a disability pension based on an on the job injury returns to regular duty under the terms of the Firefighter Pension Plan, the time that the returned employee was on the disability pension will be counted as continuous service for purposes of contractual seniority as defined in Section 9.1 of this *Agreement*. No additional pay or other benefits shall accrue during the returned employee's period of absence while on the disability pension. The parties agree that this Section was applied retroactively to conclusively resolve a pending grievance, and that no new grievance may be filed or processed based on the implementation of this Section.

SECTION 13.7 Employees on approved light-duty due to work restrictions from an on-the-job-injury or disease are ineligible for off-duty detail assignments, unless approved by Risk Manager and Fire Chief.



# **ARTICLE 14**

## **MEDICAL AND LIFE INSURANCE**

**SECTION 14.1** Coverage for full-time employees under the City's Group Health Insurance Plan is made available on the first of the month following thirty (30) days of employment, provided the employee completes and returns the application documents within thirty (30) days of employment. The City shall pay one-hundred percent (100%) of the unblended cost for single/employee coverage only for an HMO and two-thirds (2/3) of the unblended cost of only HMO dependent coverage, but for any employee who selects any plan other than an HMO, the City will contribute only the same dollar amount that it contributes towards the unblended costs of the HMO plans, for the single/employee coverage and dependent coverage for that/those alternative plan(s). The City will not contribute toward the cost of any optional benefits offered to employees. The City may change insurance carriers and/or the scope and level of benefits at its discretion, provided that the City will, absent exigent circumstances, offer a Point of Service (POS) or Preferred Provider Organization (PPO) and an HMO and bargaining unit members will be covered by the same insurance plan as are the City's non-represented employees.

**SECTION 14.2** The following life insurance coverage is currently in effect per employee providing that the employee completes the necessary application and returns same within thirty (30) days of employment with the City:

- A. Group Basic Life insurance valued at the employee's base annual salary (rounded to the next highest \$1,000.00 increment with a maximum cap of \$50,000) plus group Accidental Death & Dismemberment insurance with a maximum cap of \$5,000, established when the *Agreement* is executed. Coverage is made available on the first of the month following thirty (30) days of employment.
- B. The statutory minimum of \$75,000 set forth in Section 112.191(2)(a), Florida Statutes, plus any incremental increases mandated by Section 112.191(2), Florida Statutes, which will be provided when a Firefighter, while engaged in the performance of his or her Firefighter duties, is accidentally killed or receives accidental bodily injury which subsequently results in the loss of the Firefighter's life, provided that

such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted.

- C. The statutory minimum of \$75,000, set forth in Section 112.191(2)(b), Florida Statutes, plus any incremental increases mandated by Section 112.191(2), Florida Statutes, which will be provided (in addition to the payment under Section 14.2(B), above, which will meet the statutory minimum of \$100,000, plus any incremental statutory increases) if a Firefighter is accidentally killed as specified in Section 14.2(B), above, and the accidental death occurs as a result of the Firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property.
- D. The statutory minimum of \$225,000, set forth in Section 112.191(2)(c), Florida Statutes, plus any incremental increases mandated by Section 112.191(2), Florida Statutes, which will be provided if a Firefighter is, while engaged in the performance of his or her Firefighter duties, unlawfully and intentionally killed, dies as result of a fire which has been determined to have been caused by an act of arson, or subsequently dies as a result of injuries sustained therefrom.

It is agreed that these sums are in full compliance with the City's obligations pursuant to Section 112.191, Florida Statutes.

SECTION 14.3 In the event that the City's Group Health Insurance Plan is provided by two (2) or more companies, or if the City offers multiple plans through a single company which establishes separate rates for the plans, the City may, in its discretion, establish a uniform rate which would then be paid for as provided in Section 14.1, above.

SECTION 14.4 The City will continue to offer optional dental, cancer, intensive care and supplemental life insurance coverage to bargaining unit employees or any other accident or disability policy that the City's supplemental insurance provider offers to all City employees for the duration of this *Agreement* provided said coverages remain available to the City. The City will not contribute toward the cost of any optional benefits.

# **ARTICLE 15**

## **RETIREMENT**

**SECTION 15.1** Except as provided in Article 15 (“Retirement”) of the collective bargaining agreement between the City and the Union for rank and file Firefighters (i.e., Fire Captains, Rescue Lieutenants, Driver Operators, Fire Inspectors and Firefighters), dated October 1, 2024 - September 30, 2027, the City will maintain the existing pension ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this *Agreement*. The parties agree to all of the other terms set forth in Article 15 (“Retirement”) of the collective bargaining agreement between the City and the Union for rank and file Firefighters, dated October 1, 2024 - September 30, 2027.

**SECTION 15.2** It is understood and agreed that implementation of the wage increases in this *Agreement* is contingent on the City and Firefighters’ Pension Board reaching agreement on actuarial assumptions, cost methods and procedures to be utilized during the term of that agreement, as well as the use of premium tax revenues as set forth in Section 15.3, in the 2024-2027 rank and file *Agreement*, which *Agreement* will be incorporated as Appendix B to this *Agreement*. Any changes in actuarial assumptions, cost methods and procedures during this time period will only be made in accordance with the agreement between the City and the Firefighters’ Pension Board (Appendix B). All actuarial assumptions, cost methods and procedures shall be individually realistic and based on the actuary’s best estimates of anticipated future experience under the plan. In the event the Firefighters’ Pension Board should at any time take action that is contrary to the agreement on the use of premium tax revenues as set forth in Section 15.3, in the October 2024 - September 30, 2027 rank and file *Agreement*, the employee contribution shall immediately be increased by the amount required to offset the cost of the Pension Board’s action.

# **ARTICLE 16**

## **BEREAVEMENT LEAVE**

**SECTION 16.1** Shift employees covered by this *Agreement* shall be granted, with approval of the Fire Chief or his designee(s), immediate bereavement leave of one (1) shift within the State of Florida, and two (2) shifts outside of the State of Florida, with pay, in-order to attend the funeral in the event of a death in the employee's immediate family. Non-shift employees covered by this *Agreement* will be granted, with approval of the Fire Chief or designee(s), immediate bereavement leave of three (3), eight (8) hour days within the State of Florida, and five (5), eight (8) hour days outside of the State of Florida, with pay, in order to attend the funeral in the event of a death in the employee's immediate family. If, in the event that additional time is required, the Fire Chief or designee(s) may approve a request for the additional time and charge it to the other accrued time the employee may have i.e., annual leave or compensatory time.

**SECTION 16.2** The employee's immediate family shall be defined as the employee's spouse, father, mother, step-parents, son, daughter, step-children, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandfather, grandfather-in-law, grandmother, grandmother-in-law, grandchildren, or any relative living with the employee as dependents.

**SECTION 16.3** The City reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work. Acceptable documentation will include a copy of the death certificate, an obituary from a newspaper that has the employee's name and specifically describes the "immediate family" relationship between the deceased and the employee (must be original, with name of newspaper and date, not a photocopy), or other similar original documentation deemed acceptable by the City. The employee must also submit an electronic bereavement leave request certifying that such leave meets the requirements of this Article.

# ARTICLE 17

## EDUCATION

SECTION 17.1 The City and the Union agree the Tuition Refund Program attached as Appendix A to this *Agreement* is incorporated by reference. Employees who attend technical training courses may be reimbursed up to the full amount of the tuition paid for the course from the Fire Department's training budget for such courses (subject to availability of funds in that budget), provided that in order to receive any reimbursement the employee must obtain from the Fire Chief or designee, written pre-approval to attend the technical training course and that the tuition will be paid by the Fire Department. Approval for attendance at a course and the payment of the tuition will be discretionary decisions of the Fire Chief, which shall not be grievable.

SECTION 17.2 Employees shall be compensated in the following manner:

EMT 5% of base pay

Paramedic 17.5% of base pay (non-cumulative)

\*\* First Responder 2.5% of base pay (non-cumulative) (effective on 10/1/25)

\*\* All eligible bargaining unit employees shall be provided with First Responder Pay, valued at 2.5% of the employee's base rate of pay, which shall become effective in the first full period that starts on or after October 1, 2025.

Any bargaining unit employee who was hired after October 1, 1997, and who was or who later became (or who becomes in the future) a state certified Firefighter Paramedic must maintain that certification.

SECTION 17.3 All employees will be required to maintain current certification as an EMT and/or Paramedic, whichever is applicable in order to receive incentive pay.

SECTION 17.4 The City agrees that if, during the term of this *Agreement*, the Florida Statutes require additional education for eligibility to become an officer, and if existing officers are not exempted from these additional requirements, all tuition and books shall be reimbursed as provided in the Tuition Refund Program.

SECTION 17.5 The City will pay the following educational incentive pay for the term of this *Agreement*:

- (A) Firefighter personnel as defined in Chapter 633.422(1)(b), Florida Statute, and who possess a Fire Science Certificate or a Fire Officer Certificate will receive educational incentive pay of \$35.00 per pay period; but employees who have both are eligible only for a maximum of \$35.00 per pay period.
- (B) Firefighter personnel as defined in Chapter 633.422(1)(b), Florida Statute, and who possess an “Associate’s degree” as defined in Chapter 633.422(2)(a)1, Florida Statute will receive educational incentive pay of \$50.00 per pay period
- (C) Firefighter personnel as defined in Chapter 633.422(1)(b), Florida Statute, and who possess a “Bachelor’s degree” as defined in Chapter 633.422(2)(a)2, Florida Statute will receive educational incentive pay of \$100.00 per pay period
- (D) Firefighter personnel as defined in Chapter 633.422(1)(b), Florida Statute, and who possess an “Associate’s degree” as defined in Chapter 633.422(2)1, Florida Statute, will receive \$11.54 weekly in accordance with Chapter 633.422(3)(a), Florida Statute.
- (E) Firefighter personnel as defined in Chapter 633.422(1)(b), Florida Statute, and who possess a “Bachelor’s degree” as defined in Chapter 633.422(2)(a)2, Florida Statute will receive \$25.38 weekly in accordance with Chapter 633.422(3)(b), Florida Statute. Employees receiving the \$25.38 weekly payment will not be entitled to receive the \$11.54 weekly payment provided in Section 17.8(D).
- (F) The parties agree to meet and discuss any changes to Section 633.422, Florida Statutes concerning educational incentives that are enacted during the term of this Agreement to determine if the statutory changes are mandatory or discretionary.

SECTION 17.6 The City will pay the following certification incentive pay:

- (A) The annual amount payable for each qualifying active certification shall be \$250.00, with a maximum amount payable annually in the amount of \$750.00 per employee.
- (B) The annual incentive payment will be payable in the first paycheck in December of each year, provided that the employee seeking payment must provide written proof of the active certification or the renewal of the certification, if applicable, to the Fire Chief no later than November 1<sup>st</sup> of the year in which payment is sought.
- (C) The certification incentive shall be payable for the following active certifications:
1. Haz-Mat
  2. Dive Rescue
  3. Technical Rescue (which can be met by obtaining one (1) – but only one (1) - of the following: rope rescue, trench rescue or confined space rescue (structural and/or building collapse), or VMR (vehicle machinery removal)).
  4. Fire Inspector
  5. Plans Examiner
  6. Arson Investigator
  7. Fire Service Instructor
  8. BLS Instructor
  9. ACLS Instructor
  10. PALS Instructor
  11. NFPA 1403 Live Fire Training
- (D) Provided, however, that employees who are assigned to the Special Response Team shall not be eligible for the Haz-Mat, Dive Rescue, and/or Technical Rescue certification incentives; and employees assigned to the Fire Life Safety Division shall not be eligible for the Fire Inspector and/or Plans Examiner certification incentives; and employees assigned to the Training Division shall not be eligible for any of the four Instructor

certifications or the Live Fire Training certification incentive (i.e., numbers 7-11 in Section 17.6 (C), above).



# **ARTICLE 18**

## **HOURS OF DUTY**

**SECTION 18.1** The normal work week for shift employees covered by this *Agreement* will be an average of forty-eight (48) hours per week. The assigned shift shall include a reasonable period of time (not to exceed fifteen (15) minutes), if necessary for the exchange of information between Shift Commanders. This time for information exchange shall not be considered overtime, nor shall it be accumulated to offset any other overtime worked under Article 19. Shift employees shall normally work twenty-four (24) hours on-duty followed by forty-eight (48) hours off-duty. Kelly Days will be a twenty-four (24) hour period off every seventh shift, thus achieving an average work week of forty-eight (48) hours.

**SECTION 18.2** The Fire-Rescue Department currently has established a work schedule identifying normal duty hours for each day, Sunday through Saturday. Employees may be required to work outside of these duty hours due to operational needs or special circumstances (e.g., night drills, special details, special training sessions, emergencies, etc.). Employees will, of course, be required to respond to calls, emergencies, etc. at any time. It is agreed that the Fire Chief may, from time to time, change the normal duty hours provided only that he will give the Union at least thirty (30) calendar days advance notice of said change. On the City-designated holidays specified in Section 21.3, operational readiness will be the schedule. The current starting and ending hours (0800 to 0800), is a twenty-four (24) hour tour of duty. The City may change the tour of duty but the change cannot be implemented until after impact bargaining.

**SECTION 18.3** When an employee works more than or less than an average forty-eight (48) hour week because of changes to Kelly Day assignments, they shall be considered to have worked forty-eight (48) hours for pay purposes. Thus, the employees will receive no overtime pay nor will their pay be docked when Kelly Day reassignments occur. The only exception to this is where overtime payments are required by the Fair Labor Standards Act (FLSA). For the purposes of this calculation, leave time will be considered as hours worked.

SECTION 18.4 The normal work week for non-shift employees covered by this *Agreement* will be forty (40) hours consisting of five (5), eight (8) hour days within a pay period. The normal work day for day shift (eight (8) hours) employees will commence at 0800 hours and end at 1600 hours, including a one (1) hour paid lunch break. The Fire Chief may periodically schedule employees to work outside of their normal work hours. Any change in hours which is not intended to be temporary will be subject to impact bargaining.

SECTION 18.5 The swing shift schedule will have a normal work week of forty-eight (48) hours consisting of three (3) eight (8) hour days and one (1) twenty-four (24) hour shift per week. There will be no Kelly Day for the swing shift. Except as otherwise stated in this *Agreement*, any employee assigned to the swing-shift shall be considered a shift (48 hour) employee.

# **ARTICLE 19**

## **OVERTIME**

SECTION 19.1 Shift employees shall be paid at one and one-half (1-1/2) times their regular rate of pay for all hours assigned and worked in excess of their normally assigned shifts. For the purposes of this Article, all paid leave counts as hours worked for overtime pay purposes.

SECTION 19.2 Non-shift employees covered by this *Agreement* shall receive compensation at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours in a week. For the purpose of this Article, neither sick leave, annual leave, nor any other type of paid or unpaid leave, except bereavement leave and holiday time (under Section 21.4), will count toward hours worked during a work week for overtime pay purposes. Except as provided in this Section, under no circumstances is an employee entitled to overtime unless he actually works more than 40 hours in a work week. For example, if an employee works 35 hours per week and gets paid for 40 hours because of a one hour paid lunch, that employee would be paid at a straight time rate of pay for all hours of "overtime" worked from hour 35 through 40. In other words, paid lunches are not considered as hours worked, and, therefore, only after working 40 hours would the employee be paid at the overtime rate.

SECTION 19.3 Employees covered by this *Agreement* may elect to receive compensatory time in lieu of overtime payments. In this event, compensatory time will be granted at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Employees may take the compensatory time, upon advance notice to the Fire Chief, provided there is sufficient manpower available to permit the employee to utilize (compensatory) time off work. Except as provided in Article 25.4, employees may accumulate compensatory time up to, but not to exceed, seventy-two (72) hours. Effective in the first full pay period that starts on or after October 1, 2021, compensatory time must be taken in no less than twelve (12) hour increments for shift employees and in no less than one (1) hour increments for non-shift (8 hour) employees.

SECTION 19.4 For shift personnel, overtime will be offered in twelve (12) hour blocks when practicable. When overtime is needed on a twenty-four (24) hour shift, two (2) employees may fill the shift, one in the a.m. the second in the p.m.

# ARTICLE 20

## WAGES

SECTION 20.1 The salary ranges for the job classifications that are covered by this *Agreement* are attached as Appendix C to this *Agreement*.

SECTION 20.2 As noted in Appendix C, effective in the first full pay period that starts on or after October 1, 2024, there shall be an across-the-board wage increase of three percent (3%) for all eligible bargaining unit employees. This across-the-board wage increase shall increase the value of each step of the pay plan by three percent (3%).

SECTION 20.3 Effective in the first full pay period that starts on or after October 1, 2025, there shall be an across-the-board wage increase of three percent (3%) for all eligible bargaining unit employees. This across-the-board wage increase shall increase the value of each step of the pay plan by three percent (3%).

SECTION 20.4 Effective in the first full pay period that starts on or after October 1, 2026, there shall be an across-the-board wage increase of three percent (3%) for all eligible bargaining unit employees. This across-the-board wage increase shall increase the value of each step of the pay plan by three percent (3%).

SECTION 20.5 For those eligible employees who entered the Deferred Retirement Option Plan (DROP) prior to ratification of this 2024-2027 *Agreement* by the City Commission, any wage increases shall not be used to recalculate any employee's DROP or retirement benefits.

SECTION 20.6 **MERITS:** Employees will be entitled to move to the next step on the pay plan based upon an annual written performance evaluation conducted on an employee's anniversary date. Employees will advance to the next applicable step(s) provided they receive at least an overall "satisfactory" or better rating on their performance evaluation. Except for the single step increases provided in Sections 20.2, 20.3 and 20.4 of the 2010-2013 *Agreement*, effective on each employee's merit/anniversary date that fell on or after October 1, 2004, the single step (2.5%) merit increases were changed to double step (5%) merit increases, provided that no employee may exceed the maximum step of his/her pay range. Notwithstanding that change to double step (5%) increases, one (1) new single step, valued at two and a half percent (2.5%), shall be added to the top of each pay plan in the first

year of this 2024-2027 Agreement, which shall become effective in the first full pay period that starts on or after October 1, 2024, which eligible employees shall be moved into as a single step (2.5%) increase, provided that no employee may exceed the maximum step of his/her pay range. In addition, one (1) new single step, valued at two and a half percent (2.5%), shall be added to the top of each pay plan in the third year of this 2024-2027 Agreement, which shall become effective in the first full pay period that starts on or after October 1, 2026, which eligible employees shall be moved into as a single step (2.5%) increase based on merit, provided that no employee may exceed the maximum step of his/her pay range.

For the effective date of a merit increase: (1) If the employee's pay anniversary date falls in the first week of a pay period, the effective date of the merit increase shall be the beginning of that pay period. (2) If the employee's pay anniversary date falls in the second week of the pay period, the effective date of the merit increase shall be the beginning of the following pay period. However, in no event will any employee advance higher than the maximum step within the salary range. Employees who reach the maximum step within their salary range will be entitled to advance only when negotiated across-the-board raises, if any, raise the "value" of the next highest step.

SECTION 20.7 If an employee is promoted to a bargaining unit position, and if his actual pay anniversary date for a merit increase is within the next sixty (60) days, the newly promoted employee will be given credit for his merit increase and then will be given the pay increase for the promotion.

SECTION 20.8 Employees who are assigned to work a permanent non-shift, forty (40) hour position shall be compensated with seven and one-half percent (7.5%) of base pay while assigned to the non-shift position.

SECTION 20.9 Effective in the first full pay period that starts on or after October 1, 2021, an assignment pay of \$15.00 per week shall be paid to employees assigned by the Fire Chief to Honor Guard duties, the Swat Medic Team, and the Dive Team.

SECTION 20.10 As noted in Appendix C, the steps in the salary ranges are as follows:

Battalion Chief: 58-72 (10/1/24), then to 73 (10/1/26) (F-48)

SECTION 20.11 The salary payments reflected in this Article shall be reduced by each employee's pro-rata share of the attorneys' fees and costs expended by the Firefighter's Pension Board of Trustees in connection with any legal action brought by the Board of Trustees against the City, in which the City is the prevailing party. The total amount of attorneys' fees and costs shall be determined immediately upon the conclusion of such legal action, and each employee's pro-rata share shall be deducted from the employee's salary in an equal installment each pay period, over the following twelve (12) months.

SECTION 20.12 Effective in the first full pay period that starts on or after October 1, 2024, all eligible bargaining unit employees shall be moved up one (1) single (2.5%) Step in their respective pay plans.

SECTION 20.13 The parties agree to work together to revise the current performance evaluation process and forms memorialized in Article 20, Section 20.6., above, and if the parties are able to reach agreement on mutually acceptable changes that may alter the current terms in those Sections during the term of the 2024-2027 Agreement, the parties agree to memorialize those agreed changes in a Letter of Understanding that may be executed and implemented without the need for ratification votes by the Union and City.

# **ARTICLE 21**

## **HOLIDAYS**

**SECTION 21.1** The parties have discontinued the practice of designated paid holidays for shift employees. Instead, shift employees covered by this *Agreement* receive pay (at their base rate of pay and the Paramedic/EMT supplemental pay and First Responder Supplemental Pay (effective in the first full period that starts on or after October 1, 2025) provided for in Article 17.2) for twelve (12) non-designated holidays per calendar year (144 hours). Employees will be paid for six (6) holidays (72 hours) in the first pay period after May 15th each year. Employees will be paid for the remaining six (6) holidays (72 hours) in the first pay period after November 15th each year. For new employees or for employees who have one (1) month or more of unpaid leave, their holiday pay will be adjusted on a pro-rata basis.

**SECTION 21.2** Employees may elect to receive accrued annual leave in lieu of some or all of the non-designated holiday payments provided in each payment cycle under Section 21.1. To exercise this option, an employee must timely submit a written request to the Finance Department that specifies the amount of hours the employee wants to receive as accrued annual leave (which must be in full hourly increments) in lieu of the same value/amount of the non-designated holiday payment. Such written requests must be received by the Finance Department no later than April 15<sup>th</sup> and/or October 15<sup>th</sup> (or the first business day thereafter if the 15<sup>th</sup> falls on a weekend or holiday) to be eligible for selection of this option during each non-designated holiday payment cycle. Absent a timely written request, the applicable non-designated holiday payment will be made to each employee in each payment cycle.

**SECTION 21.3** Non-shift employees covered by this *Agreement* shall be entitled to utilize three (3) Floating Holidays each fiscal year. The holidays may be observed on any regularly scheduled work day that is mutually convenient to the employee and his/her supervisor.

The Fire Chief (or designee) may require up to two (2) weeks advance notice of the date the employee intends to utilize the floating holidays. The holidays must be taken within the fiscal year in which they are accrued or they will be forfeited (i.e. they cannot be



accumulated from year to year). However, the unused floating holiday will not be forfeited if the Human Resources Director, in her discretion, determines that the employee made repeated good faith efforts to utilize said floating holiday prior to the end of the fiscal year but those requests were denied for manpower reasons. Only those employees with twenty-six (26) weeks of City service are eligible.

SECTION 21.4 Subject to restrictions contained herein, the following legal holidays will be observed with the non-shift employee receiving compensation at his regular rate of pay:

New Year's Day	Memorial Day	Fourth of July
Martin Luther King Day	Labor Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Day

SECTION 21.5 Where a holiday falls on the weekend, the non-shift employee shall receive, to replace that holiday, the Monday following the weekend holiday or the last working day prior to the holiday. For any Department scheduled on a seven-day operation, the Human Resources Director shall designate the date to be taken off in lieu of said weekend holiday. When a non-shift employee is required to work on a designated holiday, in addition to his or her regular day's pay, he or she shall receive eight (8) hours of annual leave credited to the employee's annual leave accruals. When a non-shift employee works less than a full day on a designated holiday, the annual leave credit will be on a pro-rata basis.

SECTION 21.6 To be eligible for holiday pay, a non-shift employee must be in pay status for a full day on his assigned work days that immediately proceed and immediately follow the day, and on the actual day on which the holiday is observed. For the purpose of this Section, an employee on sick leave or emergency annual leave will not be considered to be "in pay status" if the use of such leave falls on the day of a holiday (as defined in Section 21.4), or on the day before or the day after a defined holiday, and the employee shall forfeit a pro-rata portion of the employee's holiday pay check (i.e., 12 hours per each holiday at issue). Provided, however, that forfeiture of holiday pay under this section will not preclude other employment action, including disciplinary action, if appropriate. However, in the sole discretion of the Fire Chief, a doctor's note provided immediately upon returning to work may be accepted in lieu of forfeiture of holiday pay. Such recommendation and determination may be made in the Fire Chief's sole and exclusive discretion and will not be subject to the grievance process.

SECTION 21.7 From time-to-time employees may be transferred from shift to non-shift status or from non-shift to shift status. In such cases, "holiday pay" will be adjusted on a pro rata basis, if appropriate. However, it is agreed that no employee will receive more than a total of twelve (12) paid holidays; recognized holidays off with pay; and/or floating holidays.

SECTION 21.8 Employees assigned to the swing shift shall be eligible for the holiday pay benefit available to shift employees as set forth above in Section 21.1. However, in the event that the swing shift employees regularly scheduled eight (8) hour work shift falls on a designated holiday, the employee's annual leave bank will be charged the 9.6 hours of leave for the eight hours of time off for that holiday per fiscal year.

# **ARTICLE 22**

## **LAY-OFF AND RECALL**

**SECTION 22.1** In the event the City determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and non-discriminatory standards which: (1) shall not be arbitrary or capricious; (2) shall not deprive employees of other rights conferred by this *Agreement* or the Laws of Florida or of the United States; and (3) will be capable of uniform application.

**SECTION 22.2** Lay-off will be in reverse order of seniority within each rank. An employee (including employees from the Battalion Chief's bargaining unit) may bump a less senior employee in a lower rank that the bumping employee has previously held permanent status in, provided the employee is qualified, certified, and physically able to perform the essential job duties of that position. An employee who accepts a lower-paid position through this bumping process shall retain their current rate of pay. If the employee's current rate of pay exceeds the highest pay rate for the pay class of the lower position the employee is bumping into, then the employee will be paid the top pay rate of that new/lower pay class.

**SECTION 22.3** If a vacancy occurs in a bargaining unit position, including newly-created positions, laid-off employees who hold proper certification, qualifications and the physical ability to perform the duties of the position in question, will be recalled in reverse order of the lay-off. All provisions of recall shall be based on seniority within the rank of the vacancy.

**SECTION 22.4** The provisions of this Article will apply only to those employees who have been laid-off for no more than two (2) years continually.

**SECTION 22.5** An employee on lay-off status does not accrue seniority, but does retain his accumulated seniority for two (2) years, or until recall, whichever occurs first. If recalled, the employee begins to accrue seniority.

# ARTICLE 23

## MANAGEMENT RIGHTS

SECTION 23.1 The Union and its members recognize and agree that the City has the sole and exclusive right to operate and manage any and all of its operations, including its Fire-Rescue Department. Accordingly, but not by way of limitation, the City specifically reserves the sole and exclusive right(s) to:

- (A) decide the scope of service to be performed and the method of service;
- (B) hire and/or otherwise determine the criteria and standards of selection for employment;
- (C) fire, demote, suspend or otherwise discipline for just cause;
- (D) promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit subject only to contrary provisions contained in this *Agreement* covering the issue of promotion;
- (E) transfer employees from location to location and from time to time;
- (F) lay off and/or relieve employees from duty due to lack of work or any other legitimate reason;
- (G) rehire employees;
- (H) determine the starting and quitting time and the number of hours and shifts to be worked including the need for overtime work, subject only to contrary provisions in this *Agreement*;
- (I) determine the allocation and content of job classifications;
- (J) formulate and/or amend job descriptions;
- (K) merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- (L) contract and/or subcontract any existing or future work for any reason so long as it is not motivated by anti-union animus;
- (M) expand, reduce, alter, combine, assign, or cease any job;
- (N) determine whether and to what extent the work required in its operation shall be performed by employees covered by this *Agreement*;

- (O) control the use of equipment and property by the City;
- (P) determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof;
- (Q) schedule and assign the work to the employees and determine the size and composition of the work force;
- (R) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- (S) take whatever action may be necessary to carry out the mission and responsibility of the City, and specifically the Fire-Rescue Department, in unusual and/or emergency situations;
- (T) formulate, amend, revise and implement policy, procedures and rules and regulations, provided however, that such formulation, amendment, revision and/or implementation is neither arbitrary nor capricious;
- (U) establish, amend, revise and implement any programs and/or procedures;
- (V) require employees to observe and obey the City's and Fire-Rescue Department's policies, procedures, ordinances, resolutions, rules and regulations.

SECTION 23.2 The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this *Agreement* are retained by the City, except as specifically abridged, delegated, granted or modified by this *Agreement*.

SECTION 23.3 The Union and the City jointly recognize the need to perform maximum fire service at minimum cost, and the difficult problem facing the Fire-Rescue Department in attaining this, and hereby agree that in the best interest of both, that the employees of the Fire-Rescue Department will be best served by attaining maximum efficiency and productivity. Therefore, the parties hereto agree to use their best efforts to create and maintain an atmosphere in which every department employee's efforts are aimed toward these objectives and will cooperate to these ends.

# **ARTICLE 24**

## **NON-DISCRIMINATION**

SECTION 24.1 No employee covered by this *Agreement* will be discriminated against by the City or by the Union with respect to any job benefits or other conditions or employment accruing from this *Agreement* because of Union membership, non-membership in the Union, race, color, sex, creed, national origin, marital status, disability, or political affiliation. Alleged violations of this Article are not subject to the Grievance and Arbitration Procedure of this Agreement.

# **ARTICLE 25**

## **CALL BACK**

**SECTION 25.1** In the event a shift employee is called back to work after the completion of his regular shift, he will receive a minimum of four (4) hours call back pay at one and one-half (1-1/2) times his regular rate of pay. In the event a non-shift employee is called back to work after the completion of his regular working hours, he will receive a minimum of three (3) hours Call Back Pay at one and one-half (1-1/2) times his regular rate of pay.

**SECTION 25.2** An employee will not be entitled to Call Back Pay if he is ordered to commence work before or after his scheduled starting or quitting time if the employee is already in or at the Fire Station or work location at the time they are ordered to commence work.

**SECTION 25.3** When the Department provides at least seven (7) days advance notice, shift employees who are scheduled for work outside of a regularly scheduled work shift shall not be entitled to any minimum Call Back Pay, but will be paid for the hours actually worked at one and one-half (1-1/2) times his regular rate of pay.

# **ARTICLE 26**

## **WORKING OUT OF CLASSIFICATION**

**SECTION 26.1** Any employee covered by this *Agreement* who is designated by the Fire Chief or his designee(s) to be temporarily assigned to perform the duties of a rank above that which he presently holds and which temporary assignment results in a change of the employee's normal hours of duty (i.e., a shift employee is temporarily assigned to a non-shift work schedule) for a period of time in excess of eight (8) hours will receive the hourly starting pay for that rank, plus any incentives the employee currently enjoys, but in no event will this compensation be less than five percent (5%) above the employee's current base salary as defined in this *Agreement*.

**SECTION 26.2** Any employee temporarily assigned to a lower paying classification will receive his original rate of pay and shall not suffer any loss of pay as a result of such reassignment.



# **ARTICLE 27**

## **ANNUAL LEAVE**

**SECTION 27.1** The Fire Chief or his designee(s) will attempt to comply with the employees' preference for scheduling annual leave. In scheduling vacations, the Fire Chief or his designee(s) will give preference to the most senior employee's request. However, the Fire Chief or his designee(s) may deny an employee's request to utilize annual leave based upon operational and/or staffing needs. Employees will be allowed to bid their vacation throughout the entire year in increments of complete shifts.

**SECTION 27.2** Employees earn annual leave according to the following schedule:

### **Shift Employees**

<b>Completed Years of Service</b>	<b>Amount of Annual Leave</b>
1 month through 60 months	= 120 Hours
61 months through 120 months	= 168 Hours
121 months through 180 months	= 216 Hours
181 months of service or longer	= 264 Hours

### **Non-Shift Employees**

<b>Completed Years of Service</b>	<b>Amount of Annual Leave</b>
1 month through 60 months	= 96 Hours
61 months through 120 months	= 136 Hours
121 months through 180 months	= 176 Hours
181 months of service or longer	= 216 Hours

**SECTION 27.3** Annual leave pay will be computed on the employee's regular rate of pay.

**SECTION 27.4** Annual leave may not be taken during the probationary period. Thereafter, annual leave may be taken as it is earned. Annual leave shall be compensated when taken at the employee's regular rate of pay. Employees may accumulate up to twelve (12) shifts (288 hours) of annual leave for shift employees or 240 hours of annual leave for non-shift employees. Annual leave in excess of these caps on the date of the close of the fiscal year (September 28, 2025, September 27, 2026; September 26, 2027) will automatically be forfeited. However, where an employee makes a timely request to utilize annual leave which is denied by the City, and where the City's denial of annual leave usage

results in an employee exceeding the 288 hour cap for shift employees and 240 hour cap for non-shift employees, the City will give the employee an additional period of time (up to 180 days) within which to utilize said leave prior to the close of the additional annual leave hours. Such excess annual leave will not be forfeited if the City, in its discretion, determines that the employee made repeated good faith efforts to utilize said leave prior to the close of the fiscal year but those requests were denied for manpower reasons.

SECTION 27.5 Vacations will be scheduled according to current Fire-Rescue Department practice. Should an employee request a change in his or her previously scheduled vacation, an electronic request for such change shall be submitted to the Fire Chief or designee(s) through email three (3) days prior to the original scheduled vacation date, and it is agreed that such requests will not be unreasonably denied.

SECTION 27.6 An employee will be permitted to request emergency annual leave (which shall be rounded to the nearest one-quarter hour when used) without providing the required advance notice (provided the employee provides as much advance notice as is possible) in order to care for a sick spouse, child or parent domiciled in the employee's home if no other person is able to care for such persons.

SECTION 27.7 Subject to approval of the Fire Chief or designee, and based upon operational needs and staffing levels, personnel may request annual leave in four (4) hour increments (i.e., 4, 8, or 16 hours), to attend an educational or training course, such permission can only be sought and approved on the shift on which the time is to be taken.

SECTION 27.8 In the event that a permanent employee retires, resigns, or is terminated, said employee will be paid for all accrued but unused annual leave at his or her base rate of pay. In case of death, such payment will be made to the employee's estate and/or designated beneficiary.

SECTION 27.9 Employees may donate annual leave (on an hour for hour basis) to any other City employee who is in need of "extra time off" due to a serious illness or injury of the employee, spouse, child or parent.

SECTION 27.10 Employees will be allowed, one time each year, the option of receiving a cash payment of 100% for up to seventy-two (72) hours (Shift employees) or up to sixty (60) hours (non-shift employees) of accrued annual leave, provided however, that no such cash payments shall be paid to the extent that such cash payment will cause the employee's accrued annual leave bank to fall below ninety-six (96) hours (for shift employees)

or eighty (80) hours (for non-shift employees) as of the first pay-period before September 15<sup>th</sup> of each year. In order to elect this cash payment, the employee must submit a written request to the Fire department no later than September 1st of each year. Payments will be made in the first pay period after September 15<sup>th</sup>, each year. Payments for accrued annual leave shall be excluded from salary for pension purposes.

# ARTICLE 28

## UNIFORMS

SECTION 28.1 The City's existing practice of providing and/or maintaining uniforms shall remain in effect during the term of this *Agreement* for shift and non-shift employees.

SECTION 28.2 For purposes of this Article, the following list of items shall be provided to employees hired after the effective date of this *Agreement*:

<u>ITEM</u>	<u>SHIFT STAFF</u>		<u>ITEM</u>	<u>SHIFT STAFF</u>	
Bunker Coat	1	1	Radio Belt Clip	1	1
Bunker Pants	1	1	Rain Gear (set)	1	1
Bunker Pants			Safety Shoes	1	1
Suspenders	1	1	Uniform Badge	1	1
Helmet	1	1	Uniform Name Plate	1	1
Fire Hood	1	1	Uniform Golf Shirt	1	5
Jumpsuit	1	1	Bed sheets (pair)	2	0
Fire Gloves (pair)	1	1	Pillow case	1	0
Fire Boots (pair)	1	1	SCBA Mask	1	1
Uniform Pants	2	5			
Uniform Shirts	4	5			
Uniform T-shirts	2	5			
Long Sleeve T-shirts	2	2			
Leather Belt	1	1			
Winter Jacket	1	1			
Shorts	2	1			
Baseball Cap	1	1			

For items not previously provided by the City, these items will be provided within a reasonable period following ratification by both parties.

SECTION 28.3 The City shall replace protective clothing, equipment and uniform components issued by the City, when said items become worn or damaged. If an employee loses, misplaces or damages through intentional misuse his gear or clothing, the employee shall replace same at his cost.

SECTION 28.4 Employees will receive a uniform allowance of \$200.00, and it will be paid in the first paycheck issued during the month of December.

SECTION 28.5 In the event an employee's prescription eyeglasses or wristwatch are damaged or destroyed as a result of the employee responding to an emergency

fire/rescue operation or when the employee is participating in a training activity scheduled by the Department (excluding any recreational activity), not to include normal wear and tear and through no fault or negligence of the employee, the City agrees to reimburse employees for the costs to repair or replace these items. Reimbursement will be limited to \$50.00 for watches and \$150.00 for prescription eyeglasses. In addition, the written request for repair or replacement must be submitted within thirty (30) days of the date of the occurrence.

# **ARTICLE 29**

## **WORK STOPPAGES**

**SECTION 29.1** The Union agrees that, under no circumstances, shall there be any work stoppages, strike, sympathy strike, safety strike, walkout, sit-down, stay-in, or any other concerted failure or refusal to perform assigned work for any reason whatsoever, or picketing and furtherance of any of the above-prohibited activities. Further, no bargaining unit personnel shall refuse to cross any picket line at any location, whether the picketing is being engaged in by the Union or any other employee organization or union, nor shall any bargaining unit personnel refuse to cross any picket line if it would cause him to either stop or delay the employee from reporting to work and/or it in any way hinders or prevents an employee from carrying out his job duties.

**SECTION 29.2** The Union recognizes that the City shall retain the right to discharge or otherwise discipline some or all of the employees participating in or promoting any of the activities enumerated in Section 29.1, above.

**SECTION 29.3** For the purposes of this Article, it is agreed that the Union shall be responsible and liable for any act(s) committed by its officers, agents, and/or representatives, which are in violation of Section 29.1, above, unless the Union immediately disavows such activity and takes affirmative steps to end such activity.

# **ARTICLE 30**

## **PROBATION**

SECTION 30.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his/her position, and for "separating" employees whose performance does not meet the required standards.

SECTION 30.2 In the event an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of twelve (12) months (of continuous employment) from the date of promotion. Upon the expiration of said time period, the Human Resources Director may approve retention of the employee in the position to which he was promoted. In the event the Human Resources Director fails to approve retention, the employee shall automatically revert to his or her former classification from which he or she has been promoted. Except as provided below, such reversion may be appealed through the grievance/arbitration procedure contained in this *Agreement*. However, the arbitrator may not reverse or modify the City's action unless he determines that the City acted arbitrarily and capriciously.

# **ARTICLE 31**

## **CREATION OF NEW POSITIONS**

SECTION 31.1 If, in the event a new job classification is created with the Fire-Rescue Department below the rank of Battalion Chief, the City and the Union will meet and negotiate for a salary for the new classification.

SECTION 31.2 This provision excludes departmental assignment of unit employees.



# **ARTICLE 32**

## **JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM**

SECTION 32.1 The parties agree to comply with all applicable Federal, State, County and City laws, rules and regulations pertaining to safety and health or to protective clothing and emergency apparatus.

# **ARTICLE 33**

## **JURY DUTY**

**SECTION 33.1** An employee shall receive his full salary at his regular rate of pay while on jury duty if said jury duty occurs on a normally scheduled day/shift. The employee shall return any money received to the City. It is the responsibility of the employee to notify the Fire Chief (or designee) upon receipt of the jury duty notice and he shall provide a copy of the notice to the Fire Chief. The City is not responsible for paying an employee for jury duty that occurs on a non-scheduled day/shift.

**SECTION 33.2** A shift employee who is required to report to jury duty the morning after working a full shift will be sent home from work at 8:00 P.M. so that the employee may be rested when he or she reports for jury duty.

**SECTION 33.3** An employee who is on jury duty will report back to duty for the remainder of his or her work day or shift when there is no jury duty scheduled for the following day. If the employee is required to return for jury duty the following day, the entire work day or shift will be considered jury duty leave.

# **ARTICLE 34**

## **REQUIRED COURT APPEARANCES**

SECTION 34.1 If an employee covered by this *Agreement* is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee will receive his full pay while so doing, with no loss of time, if he is on his regular duty shift. If the employee is not on duty, the City agrees to compensate that employee at one and one-half (1-1/2) times his regular rate of pay, for the actual time spent while so doing. Employees will be guaranteed a minimum of three (3) hours at one and one-half (1-1/2) times their regular rate of pay for such off-duty court appearances. Witness fees shall be returned to the City. As a prerequisite for payment to off-duty employees, the Fire-Rescue Department must be notified in writing of the off-duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

SECTION 34.2 An employee who is a character witness for a fellow employee who is a plaintiff in a civil suit against the City, will not be compensated by the City.

# **ARTICLE 35**

## **RULES AND REGULATIONS**

**SECTION 35.1** It is agreed and understood that the City and the Fire-Rescue Department currently have rules, regulations, policies and procedures governing employment. The Union agrees that, consistent with Article 23, Section 23.1(T), (U) and (V), said rules, regulations, policies and procedures shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the Fire Chief and the City Manager (or designee), provided, however, that said new, amended, revised and implemented rule or regulation will be neither arbitrary nor capricious nor will it be in conflict with the provisions of this *Agreement*

**SECTION 35.2** The Fire Chief and the City Manager (or designee) shall provide a copy of any newly proposed rule, regulation, policy or procedure as well as any proposed amendment or revision to a rule, regulation, policy or procedure, to the Metro-Broward President or District Vice President. Said rules, regulations, policies and procedures will be provided prior to their effective date, if possible. As provided in Section 35.1, above, the rules, regulations, policies and procedures will be formulated, amended, revised and implemented in the sole and exclusive discretion of the City. However, the Union may submit a written request to bargain over the impact of the new and/or revised rule, regulation, policy or procedure, within thirty (30) calendar days from receipt of the proposed rule, regulation, policy or procedure. The City agrees that it will immediately participate in requested impact bargaining, provided that the effective date of the new and/or revised rule, regulation, policy or procedure will not be delayed until after the completion of impact bargaining. Failure of the Union to request impact bargaining within said thirty (30) calendar days shall constitute a waiver.

**SECTION 35.3** It is agreed and understood that the Department will provide each member of the bargaining unit with a copy of Departmental Rules and Regulations, Policies and Procedures and formulate general orders formulated subsequent to the execution of this *Agreement*. The Department will distribute any such new departmental rules, regulations, policies and general orders to members within thirty (30) calendar days after formal adoption,

or as soon as practical after that. Employees will sign for their copy of the rules, regulations, policies and procedures. Copies will be provided electronically.

# **ARTICLE 36**

## **ENVIRONMENTAL CONDITIONS**

SECTION 36.1 The City will continue its practice of providing the necessary cleaning materials for station maintenance. The City will also continue providing the necessary cooking items to each fire station. These items will include a coffee pot, pots, pans, plates, cups, utensils (knives, forks and spoons) in a quantity deemed appropriate by the City. Other items may be provided as deemed appropriate by the Fire Chief or designee in discretion.

# **ARTICLE 37**

## **LONGEVITY**

SECTION 37.1 Employees may receive Longevity incentive pay for continuous service with the City based on one of the following schedules:

(A) The City and the Union agree that due to changes to payroll automation processes, the City is amending the prior practice of treating Longevity as a “Step” in the Pay Plan with the agreement that the value of each Longevity Step incentive pay for employees hired before the ratification date of the 2019-2021 Agreement will include the prior impact of compounding that was created when the incentive was a “Step” in the Pay Plan. As a result, to eliminate any need for manual calculations, effective at the beginning of the first full pay period that starts on or after the ratification date of the 2019-2021 Agreement, employees hired before the ratification date of that Agreement shall be paid the Longevity incentive pay benefits based on the following schedule:

- (1) Effective in the first full pay period that starts on or after October 1, 2021, bargaining unit employees who have completed ten (10) years of continuous (uninterrupted) City service will be eligible for a Longevity incentive pay increase of five and one tenth percent (5.1%) calculated on the employee’s base rate of pay. This Longevity incentive pay increase will be classified as Longevity Step 1 (L1).
- (2) Bargaining unit employees who have completed fifteen (15) years of continuous (uninterrupted) City service will be eligible for a Longevity incentive pay increase of two and six tenths percent (2.6%) for a total incentive of seven and seven tenths percent (7.7%) calculated on the employee’s base rate of pay. This Longevity incentive pay increase will be classified as Longevity Step 2 (L2).
- (3) Bargaining unit employees who have completed twenty (20) years of continuous (uninterrupted) City service will be eligible for a Longevity incentive pay increase of two and seven tenths percent (2.7%) for a total incentive of ten and four tenths percent (10.4%) calculated on the

employee's base rate of pay. This Longevity incentive pay increase will be classified as Longevity Step 3 (L3).

(B) For those employees hired on or after the ratification date of this 2019-2021 Agreement, the parties agree that each of the Longevity incentive pays shall be treated as a supplemental pay, which shall not be compounded in any way, based upon the following schedule:

- (1) Bargaining unit employees hired on or after the ratification date of the 2019-2021 Agreement who have completed ten (10) years of continuous (uninterrupted) City service will be eligible for a Longevity incentive pay increase of five percent (5.0%) calculated on the employee's base rate of pay. This Longevity incentive pay increase will be classified as Longevity Step 1 (L1).
- (2) Bargaining unit employees hired on or after the ratification date of the 2019-2021 Agreement who have completed fifteen (15) years of continuous (uninterrupted) City service will be eligible for a Longevity incentive pay increase of two and five tenths percent (2.5%) for a total incentive of seven and one-half percent (7.5%) calculated on the employee's base rate of pay. This Longevity incentive pay increase will be classified as Longevity Step 2 (L2).
- (3) Bargaining unit employees hired on or after the ratification date of the 2019-2021 Agreement who have completed twenty (20) years of continuous (uninterrupted) City service will be eligible for a Longevity incentive pay increase of two and five tenths percent (2.5%) for a total incentive of ten percent (10.0%) calculated on the employee's base rate of pay. This Longevity incentive pay increase will be classified as Longevity Step 3 (L3).

SECTION 37.2 There will be no retroactive payments made under this Section. For payroll purposes (i.e., merit pay, longevity, etc.) service must be continuous, however, any unpaid leave of absence of thirty (30) calendar days (full or partial) or more, per calendar year, will toll an employee's continuous service and thus cause an adjustment to the anniversary date.



SECTION 37.3 For the effective date of a Longevity increase: (1) If the employee's anniversary date falls in the first week of a pay period, the effective date of the Longevity increase shall be the beginning of that pay period. (2) If the employee's anniversary date falls in the second week of the pay period, the effective date of the Longevity increase shall be the beginning of the following pay period.

# **ARTICLE 38**

## **DRUG AND ALCOHOL TESTING**

Section 38.1 The City and the Union recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.

Section 38.2 Using, selling, possessing or being under the influence of drugs or controlled substances is prohibited. "Under the influence" as used in this Article shall be defined as those amounts of drugs, alcohol or controlled substances which are specified within this Article and/or for which there are state statutory standards. Employees are further prohibited from consuming alcohol on duty and/or abusing alcohol off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions. The drug testing program procedures that are outlined in this Article are intended to meet the applicable guidelines set forth in the Florida's Drug-Free Workplace law (i.e., Sections 440.101 and 440.102, Florida Statutes, and related administrative regulations).

Section 38.3 The City shall apply the reasonable suspicion standard in ordering testing for drugs, alcohol or illegal substances. In addition, effective on October 1, 2008, the City has the right to randomly drug/alcohol test up to fifty percent (50%) of all bargaining unit employees each calendar year.

Section 38.4 Testing for drugs or illegal substances shall be done through a blood and/or urine analysis at the City's discretion. Testing for alcohol will be done through a blood analysis or through an intoxilyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing of the substance through blood samples provides substantially greater accuracy. Urine samples shall be collected under supervision of the medical laboratory personnel in the following manner:

1. Urine sample collection will be unwitnessed unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
2. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.
3. Employees may observe the labeling, sealing and packaging for routing of their urine samples by laboratory personnel.
4. The laboratory shall maintain a record of the "chain of custody" of urine specimens.

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

Section 38.5 Drugs, their metabolites, alcohol and other substances for which the City will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, phencyclidine, and propoxyphene. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry ["GC/MS"]. Employees shall be required to document their legal drug and/or substance use, as defined above, within twenty-four (24) hours of their initial drug screening test. Test results shall be treated with the same confidentiality as other medical records. The standards to be used for employee drug testing are as follows:

## DRUG TESTING STANDARDS

<u>Drug/Metabolite</u>	<u>Screening Test</u>	<u>Confirmation Test</u>
Amphetamines	1,000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepines	300 ng/mL	150 ng/mL
Cannabinoids	50ng/mL	15 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	150 ng/mL
Methadone	300 ng/mL	150 ng/mL

A positive test for alcohol will be at or above 0.04g%. Other drugs and substances may be tested for by the City in its discretion. In that event, they will be tested at levels according to generally accepted toxicology standards.

Section 38.6 Effective on October 1, 2008, the drug testing program will be expanded to include testing for the presence of the following anabolic steroids and their metabolites:

Bolasterone	Methyltestosterone
Boldenone	Nandrolone
Clenbuterol	Norethandrolone
Clostebol	Oxandrolone
Danazol	Oxymesterone
Dehydrochloromethylesterone	
Dromonstanolone	Oxymetholone
Ethylestrenol	Probenecid
Fluoxymesterone	Stanozolol
Mesteronlone	Stenbolone
Methandienone	Testosterone
Methenolone	Trenbolone

The initial screening for each of the steroids and their metabolites will be at 10 ng/ml and the confirmation screening will be at 1 ng/ml.

Section 38.7 Each employee shall have the right to challenge the City's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.

Section 38.8 The City, in its discretion, may discipline an employee for drug and/or alcohol use/abuse and/or the City may choose to rehabilitate the employee. It is recognized that the City must make its determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for being under the influence of alcohol, drugs or illegal substances on a case-by-case basis. If the Union believes the City has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the Union may grieve the City's decision. In the event the City chooses to rehabilitate an employee, the City may place the employee on administrative leave without pay during the period of rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be immediately terminated. Also, in the event the City elects to rehabilitate an employee, the City is only obligated to offer rehabilitation to an employee one time and future "relapses" may be dealt with by immediate termination.

Section 38.9 It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the City may change its testing methods or procedures and the Union may challenge said change through the grievance procedure if it believes the City acted arbitrarily or capriciously.

Section 38.10 As a condition of continued employment for all employees hired after February 22, 2005, the parties agree that such employees are prohibited from any on or off duty smoking or other use of any tobacco products.

# **ARTICLE 39**

## **SAFETY DAYS**

**SECTION 39.1** If an employee has not been involved in a chargeable accident between October 1st and September 30th, as determined by the City's Safety Committee, he or she shall have eight (8) hours added to the Annual Leave account (three (3) hours for non-shift employees).

**SECTION 39.2** Employees hired after October 1st must wait until the following October 1st in order to begin accumulating time for the purpose of participating in this incentive. No time will be prorated for the purposes of this Article.

**SECTION 39.3** Only employees who are regularly assigned by the Fire Chief to drive a City vehicle and operate said vehicle, are eligible for this benefit.

**SECTION 39.4** All employees who operate City vehicles are required to immediately notify their supervisor if their driving privileges are suspended. An employee who fails to notify their supervisor of suspended driving privileges and continues to operate a City vehicle will be subject to disciplinary action up to, and including termination.

# **ARTICLE 40**

## **REOPENER CLAUSE**

SECTION 40.1 By mutual consent, this *Agreement* may be reopened with thirty (30) days' notice to discuss specific issues which will be agreed upon mutually by both parties prior to commencement of negotiations.

# **ARTICLE 41**

## **SAVINGS CLAUSE**

**SECTION 41.1** If any provisions of the *Agreement*, or the application of such provisions, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this *Agreement* shall remain in full force and effect. The parties, if requested, shall meet and negotiate, within fifteen (15) calendar days, a replacement provision. In the event of failure to reach an agreement, impasse procedures shall follow Florida Statutes, Chapter 447.



# **ARTICLE 42**

## **LETTERS OF UNDERSTANDING**

SECTION 42.1 It is understood and agreed that all prior Letters of Understanding which are not incorporated herein or attached to this *Agreement* are null and void.

# **ARTICLE 43**

## **FAMILY MEDICAL LEAVE**

**SECTION 43.1** The Family Medical Leave Act of 1993 (FMLA) requires employers to provide up to twelve (12) weeks of job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for the City for at least one (1) year and for at least 1,250 hours of service over the previous twelve (12) months. Employees must contact the Human Resources Department to arrange for this type of leave. The required twelve (12) weeks under FMLA will include any paid or unpaid leave taken. The twelve (12) FMLA weeks start with a “rolling” twelve (12) month period measured backward from the date the employee uses any FMLA leave.

**SECTION 43.2** **BIRTH OF A CHILD** - Eligible employees (mother or father) may take up to twelve (12) weeks of leave for the birth of a child according to the FMLA. If both parents are employed by the City, a combined total of only twelve (12) weeks is available for the birth of a child. Upon further written request from the employee, the Human Resources Director may, pursuant to Article 11, extend the leave (although it will not be FMLA leave) up to a maximum of one (1) year. In no case shall the total period of leave exceed twelve (12) months.

Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion or childbirth shall be treated the same as any other medical disability and may be charged against accrued paid sick leave. Except as provided in Section 43.5, sick leave may not be used for child care purposes. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holiday and annual leave accruals.

**SECTION 43.3** Annual leave time, at the option of a bargaining unit member may be donated (on an hour for hour basis) to any other City employee for the birth of a child. However, the bargaining unit member must keep at least one (1) week of annual leave for their own personal use.

**SECTION 43.4** **ADOPTION** - Adoption leave for eligible employees will be governed by the regulations of the FMLA. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holiday and annual leave accruals.

If an employee is not eligible for coverage under the FMLA, the Personnel Director may grant up to forty (40) hours unpaid leave to a mother or father upon the adoption of a child. If both parents are employed by the City, they may each be granted up to forty (40) hours. Employees should contact the Personnel Department to request Adoption Leave.

**SECTION 43.5**      **CARING FOR A SPOUSE, CHILD OR PARENT** - Leave to care for a spouse, child or parent with a serious medical condition will be governed by the regulations of the FMLA. The employee is required to furnish to the City, a medical certificate from a health care provider, that the employee is needed to care for a spouse, child or parent. For these FMLA qualifying purposes, shift employees may use up to four (4) shifts (96 hours) of sick leave per fiscal year, and non-shift employees may use up to 80 hours of sick leave per fiscal year. A leave of absence without pay may be granted only after the employee has exhausted his or her floating holiday and annual leave accruals.

**SECTION 43.6**      **AN EMPLOYEE'S SERIOUS HEALTH CONDITION** - Leave requested for an eligible employee's own serious health condition will be governed by the regulations of the FMLA. Upon further written request from the employee, the Human Resources Director may extend the leave up to a maximum of one (1) year. Sick leave may be used for the period of time that the employee is unable to work due to the serious health condition. The employee will be required to provide a medical certification from a health care provider, of the employee's inability to perform the essential functions of his or her position. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holiday and available sick leave and annual leave accruals.

**SECTION 43.7**      Any unpaid leave of absence of thirty (30) calendar days (full or partial) or more per calendar year will toll an employee's continuous service and thus cause an adjustment to the employee's anniversary date.

**SECTION 43.8**      No employee who is granted a leave of absence (with or without pay) may engage in work for profit during said leave without the express permission of the Human Resources Director. Employees on unpaid leave status shall not earn or accrue any benefits or seniority during the period of unpaid leave.

# **ARTICLE 44**

## **EMPLOYEE ASSISTANCE PLAN (EAP)**

SECTION 44.1      The City agrees to provide an Employee Assistance Plan (EAP) available for use by bargaining unit employees.

# **ARTICLE 45**

## **SPECIAL RESPONSE TEAM**

**SECTION 45.1** The Fire Chief shall appoint personnel to the Special Response Team as he, in his sole and exclusive discretion, deems to be necessary. The Fire Chief's decision to appoint, not appoint, or remove an employee to/from the Special Response Team will not be grievable. Effective in the first full pay period that starts on or after October 1, 2021, personnel appointed to the Special Response Team shall be paid \$100.00 per pay period.

**SECTION 45.2** After considering recommendations for minimum qualifications from team members, the Fire Chief shall determine the minimum qualifications for appointment to the Special Response Team. All prospective applicants for the Team must have all certificates and qualifications, as determined by the Fire Chief, prior to applying for a position on the Team. The application must be made in writing to the Fire Chief. The assignment to a position on the Special Response Team will be evaluated annually.

**SECTION 45.3** There will be a minimum of thirty (30) personnel appointed to the Special Response Team.

**SECTION 45.4** All personnel on the Special Response Team who are hazardous materials technicians trained to 29 C.F.R. 1910.120 standards are to receive a medical exam in accordance with the requirements of 29 C.F.R. 1910.120.

# **ARTICLE 46**

## **PROMOTIONS**

**SECTION 46.1** Promotional examinations for the position of Battalion Chief will be given approximately every two (2) years (unless a list is depleted or extended). The examination for the Battalion Chief position will be regularly conducted, whenever possible, in April of each odd numbered year. Unless the final results of an examination are delayed, the new promotional list will replace the prior list on a regularly scheduled date that follows each examination date. Promotional examinations may include, but are not limited to, any or all of the following components: a written examination, a practical demonstration of skills, an assessment center, and/or an oral review board.

**SECTION 46.2** The City shall provide written notice of promotional examinations at least one hundred twenty (120) days in advance of the first component of the promotional examination process. The promotional examination announcement shall include the date(s) and location(s) of the examination components, the candidate eligibility criteria, and the source materials from which the written components of the examination will be constructed.

**SECTION 46.3** The City shall select an eligible candidate to fill a promotional vacancy from a ranked promotional list created based upon the score(s) from the examination components. In deciding which eligible candidate to promote, the City, in its exclusive discretion, may select any one of the top five (5) names on the list. In the event that less than five names are on a promotional list, the Fire Chief may, in his exclusive discretion, declare the list depleted and begin a new promotional examination process.

**SECTION 46.4** In the event that a promotional list is depleted (as set forth above in section 46.3) or exhausted, within six (6) months of the original expiration date of that list, then a replacement examination will be conducted to create a list that will take effect and remain in effect until the end of the next two (2) year testing cycle for that position. If a promotional list is depleted or exhausted more than six (6) months before its normal expiration date, then the replacement promotional list will be used only for the remainder of the two (2) year cycle for the original list.

**SECTION 46.5** In the event a promotional candidate becomes unable to participate in a component of the promotional process due to an emergency (as determined by the Fire Chief after consultation with the Union), that candidate may be authorized by the

Fire Chief, in his exclusive discretion, to participate and complete the remaining component(s) within three (3) days of the original examination component date. The Fire Chief's decision to allow any such candidate to make up any missed component pursuant to this Section shall not be subject to the grievance process.

# **ARTICLE 47**

## **MILITARY LEAVE**

**SECTION 47.1**      **RESERVE TRAINING:** Any employee who is a member of the Armed Forces or of the National Guard will be granted military leave not to exceed two hundred and forty (240) working hours every fiscal year after presentation of official orders and submission of a Leave Request. The employee shall receive pay for the number of working days, according to his or her regular work schedule.

**SECTION 47.2**      **ACTIVE DUTY DURING PEACETIME:** Employees who enlist in the Armed Forces during peacetime are not eligible for military leave. They are entitled to reemployment with the City within ninety (90) days of their release from active duty with an honorable discharge without loss of benefits or seniority.

**SECTION 47.3**      Any member of a Reserve component of the Armed Forces of the United States who enters upon active duty or whose active duty is extended during a period when the President is authorized to order units of the Ready Reserve or members of a Reserve component to active duty shall be eligible for military leave benefits (the first 30 days of any such leave of absence will be with pay).

**SECTION 47.4**      **ACTIVE DUTY DURING WARTIME:** An employee who enters the Armed Forces during a period of war between the United States and a foreign government or who is called to active duty in the Armed Forces or National Guard during wartime, shall be granted military leave for this period of military commitment. Upon presentation of official orders, such an employee shall receive pay for the number of working days, according to his or her regular work schedule occurring in the first 30 days of such leave.



# **ARTICLE 48**

## **TERM OF AGREEMENT**

This *Agreement* shall be in effect upon:

- (1) a majority vote of the bargaining unit members voting on the question of ratification; and
- (2) its ratification by an official ordinance by the City ratifying this *Agreement* and authorizing the Mayor to sign the *Agreement* on behalf of the City; and
- (3) upon being signed by the appropriate union representatives and the Mayor or his designated representatives.

At least one-hundred fifty (150) days prior to the expiration date of the *Agreement* either party may notify the other party that it wishes to add, alter, or amend the *Agreement*. Such notice will contain the titles of the Article or Articles the party wishes to add, alter, or amend. The party so notified will then place the other party on notice as to which Article(s) it wished to add, alter, or amend. Negotiations will begin no later than one hundred-twenty (120) days prior to the expiration date.

The City will issue one (1) copy of this *Agreement* to each bargaining unit member and it will provide the Union with an electronic copy of this *Agreement*.

This *Agreement* shall remain in full force and effect until September 30, 2027.

No bargaining unit member who left the City's employ prior to the date of ratification of this *Agreement* by both parties will be eligible for any wages or benefits under this *Agreement*.

If a new contract is not ratified by September 30, 2027, the current Agreement will remain in effect pending the resolution of a new Agreement.

LOCAL 3080 METRO BROWARD  
PROFESSIONAL FIREFIGHTERS,  
I.A.F.F.

By [Signature]

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

CITY OF SUNRISE, through its City  
Commission

By [Signature]  
Mayor Michael J. Ryan

Date 9/12/24

Attest [Signature]  
City Clerk Felicia M. Bravo, City Clerk

Date: 9/13/24

Approved as to form and legal sufficiency  
Thomas Moss, City Attorney

Date: [Signature] 9/11/24

[Signature]  
Approved as to form and legal sufficiency  
Lindsey Ryder, Labor Counsel

Date: 8.22.24



## **APPENDIX A**

### **TUITION REFUND PROGRAM**

In order to assist bargaining unit members who wish to attain additional training or education, the City of Sunrise has a Tuition Refund Program which reimburses employees a percentage of tuition costs at an accredited institution. In order to be eligible for the Tuition Refund Program an employee must be a full-time employee with at least one (1) year of employment prior to the starting date of the class. The employee must submit a tuition refund application prior to the initiation of the class and no later than three (3) weeks after the first class meeting. Applications should be submitted to the Human Resources Department. In order to maintain eligibility for tuition reimbursement, the employee must submit all applicable electronic requests to the Human Resources Department within ninety (90) days of the date the employee is issued coursework grades.

The applications are reviewed by a Tuition Refund Committee to determine whether the course work is eligible. The Tuition Refund Committee shall consist of a member appointed by the Human Resources Director, a member appointed by the Union and they shall select a third individual not covered by this *Agreement*.

Course work will be evaluated in terms of the specific course and individuals specific job assignments. Applicants for tuition refund should explain the connection between the course work and their job assignments. The committee may give approval to an entire degree program. If the degree program is approved, any specified required course in the degree program will be eligible for tuition reimbursement. This permits employees to plan their educational program.

Employees should be encouraged to apply as far in advance as possible for course work so that they can be informed of their eligibility. If an employee feels that the Tuition Refund Committee has made an error in their determination, he/she may ask the Committee to reconsider its decision by supplying additional information as to the direct applicability of the classes to their current position. The Committee will then reconsider the original application with the additional information.

When an employee completes the approved course work, it is their responsibility to submit copies of the grades and tuition receipt to the Human Resources Department. The reimbursement procedure will consist of the following: 100% reimbursement when a grade

of "A" OR "B" is earned, and 50% reimbursement when a grade of "C" is earned. If the institution only gives credit or no credit, a credit or no credit grade will be accepted as satisfactory completion and equal to a grade of "A". It takes approximately three (3) weeks from the Personnel Department receipt of the grades and tuition vouchers before a separate check is prepared and given to the employee by the Finance Department.

Employees receiving financial aid or who have a scholarship as well as employees qualifying for benefits under the G.I. Bill or other State or Federal Programs are eligible for municipal reimbursement, only for the difference (if any) between what they receive from these other sources and what is eligible for reimbursement under this program. The maximum amount of credit hours eligible for payment in a semester is six (6) semester hours except as provided in the Tuition Refund Program Rules in the limited exception for the bachelor's degree program entitled Organizational Leadership and Management, which is offered in a non-traditional college semester format at St. Thomas University, and except coursework that is required to sit for a promotional examination, which will continue under the previous credit hour provisions (twelve (12) semester hours) until such employees have completed their approved course of study.

**CITY SERVICE OBLIGATION:** An employee will be expected to remain with the City of Sunrise for at least one (1) year following completion of courses for which he/she has received a refund. If the employee resigns or retires within the one (1) year period, he/she shall reimburse the City for tuition refund benefits applicable to courses completed during this period. Reimbursements shall be payroll deducted from the employee's final paycheck.

The parties agree to meet and discuss and work together to revise the current Tuition Refund Program and related forms memorialized in Appendix A of the 2024-2027 Agreement. If the parties are able to reach agreement on mutually acceptable changes that may alter the current terms of this Tuition Refund Program in Appendix A during the term of the 2024-2027 Agreement, the parties agree to memorialize those agreed changes in a Letter of Understanding that may be executed and implemented without the need for ratification votes by the by the Union and City.

# **TUITION REFUND PROGRAM**

## **PROGRAM RULES**

**TUITION REFUND PROGRAM OBJECTIVE:** To improve service to the public by promoting a program encouraging City employees to obtain additional training which may improve their effectiveness, improve their performance in their current position, and prepare them for increased responsibility.

**BENEFITS:** Employees whose applications are approved will be entitled to a refund of tuition upon successful completion of each approved course. The reimbursement will be 100% when a grade of "A" or "B", and 50% for a "C" is obtained. If the institute only gives credit or no credit, a credit or a no credit grade will be accepted as satisfactory completion and equal to a grade of "A". In order to maintain eligibility for tuition reimbursement, the employee must submit all applicable electronic requests and supporting information to the Human Resources Department within ninety (90) days of the date the employee is issued coursework grades.

**ELIGIBILITY:** All full-time employees of the City who by the starting date of class have completed one (1) year of service and have received a "Satisfactory" or better, Employee Performance Evaluation prior to the beginning of the course work are eligible to apply. Guidelines for establishing course work are as follows:

(a) All basic core courses, as required by the college will be approved for all eligible employees.

(b) Life experience credit will not be approved for tuition refund (except as part of an approved "portfolio program from Barry University, as set forth below).

(c) Degree programs which relate directly to the employees' current position will be approved. Once degree approval is granted, all courses specifically required will be approved.

(d) For those employees who have been approved for a degree program, all general educational courses specifically required by the school will be approved.

(e) All other course work will be considered on a course by course determination.

Employees receiving financial aid or a scholarship, as well as employees qualifying for benefits under the G.I. Bill or Other State or Federal Programs are eligible for municipal

reimbursement, only for the difference (if any) between what they receive from these other sources and what is eligible for reimbursement under this program. The maximum amount of credit hours eligible for payment in a semester is six (6) semester hours, except as provided below in the limited exception for the bachelor's degree program entitled Organizational Leadership and Management, which is offered in a non-traditional college semester format at St. Thomas University, and except for coursework that is required to sit for a promotional examination, which will continue under the previous credit hour provisions (twelve (12) semester hours) until such employees have completed their approved course of study.

The rater's overall evaluation on the Employee Performance Evaluation conducted immediately preceding the beginning of classes must be "Satisfactory" or better for the employee to be eligible for tuition refund UNLESS the course work for the employee receiving a less than "Satisfactory" evaluation relates to the area of weak performance.

The tuition refund program covers tuition, books and laboratory fees only. It does not cover registration, taxes, gas, food or other costs. Prior to purchasing any required books the employee will check with the City in order to determine if the book(s) are available on loan. Books for which reimbursement has been paid by the City shall become City property.

Employees should also be reminded that after having received tuition refund, that they are under a one (1) year obligation to repay the City for tuition reimbursement paid during that prior year if the employee voluntarily leaves City employment, and that the amount of the tuition refunded will be deducted from the employee's final paycheck.

In addition, except as provided below, the City will only pay an amount equivalent to the tuition charged by a State community college, college or university. As an alternative to attending a State college or university, an employee who has already been awarded an associate's degree and who thereafter enrolls at Barry University in a bachelor's degree program that provides "portfolio" credits toward the remaining credits required for the bachelor's degree may be reimbursed at Barry University's higher tuition rates until such time as the employee has been reimbursed the total tuition cost that would have been required to obtain the remaining credits (i.e., 60 credits) toward a bachelor's degree from a State college or university. The total value of such employee's tuition reimbursement shall also not exceed the number of credit hours awarded by Barry University multiplied by the State college or university tuition rate.

Before an employee will be reimbursed (at Barry University tuition rates) for attendance at Barry University in any semester under this part of program, the employee must provide documentation requested by the City and obtain written pre-approval from the City verifying that the City has determined that he/she is qualified for the program requirements and has not exceeded the tuition reimbursement limits of the program.

Subject to the pre-approval of the Tuition Refund Committee in conformance with all other requirements of the Tuition Refund Program, employees who are presently enrolled in or who may enroll in the future in the bachelor's degree program entitled Organizational Leadership, which is offered in a non-traditional college semester format at St. Thomas University, and who are thereby required by that University as part of that bachelor's degree program to take up to fifteen (15) semester credits in a single semester, will be eligible for tuition reimbursement (at the state school rates) for up to fifteen (15) semester credits in that semester, provided that the employee does not exceed or has not exceeded the maximum total of refundable semester credits in any fiscal year, which is forty-eight (48) semester credits per fiscal year.

## **APPENDIX B**

### **FIREFIGHTER PENSION AGREEMENT**

The City of Sunrise (City) and the Sunrise Firefighters Pension Board of Trustees (Board), in exchange for the mutual promises and consideration outlined below, agree as follows:

1. The parties recognize that reaching agreement on reasonable actuarial assumptions, cost methods and procedures is beneficial to the City, the Board and members of the Firefighters Pension Plan and their beneficiaries. The City and Board agree that the procedure for reaching agreement on actuarial assumptions, cost methods and procedures contained in paragraph 2 below, will save the parties valuable time and effort, and constitutes adequate and complete consideration for this Agreement.
2. The parties hereby approve s the actuarial assumptions, cost methods and procedures contained in the Actuarial Valuation for the City of Sunrise Firefighters' Retirement Plan as of October 1, 2023 (dated February 19, 2024), and agree that any change in assumptions, cost methods and procedures during the term of this Agreement will be reviewed and discussed by the plan actuary and City actuary before the change is approved by the Board. If the plan actuary and City actuary agree to a change, they shall submit a joint report to the Board reflecting the agreed change. If the plan actuary and City actuary cannot agree, a third actuary selected by mutual agreement of the other two shall review and discuss the two actuaries' positions and submit and discuss the reports with the Board. The Board shall consider the actuaries' reports and take the most appropriate, reasonable and prudent final action. At the time of its action, the Board shall provide a detailed written explanation of why, in its judgment, the action taken is the most appropriate, reasonable and prudent. All actuarial assumptions, cost methods and procedures shall be individually realistic and based on the actuary's best estimates of anticipated future experience of the plan.
3. The parties acknowledge and agree that the current method for funding the plan, including the method for determining City and employee contributions, fully complies with all applicable laws.
4. The parties acknowledge and agree that Chapter 175 premium tax revenues shall be used as provided in Article 15 of the 2024-2027 collective bargaining agreement.
5. Nothing in this Agreement shall be construed to limit, restrict or relinquish the legal authority of either party.



6. If the Board should consider taking any action or interpreting the plan in a manner that does not change actuarial assumptions, cost methods and procedures, but may result in an increase in plan liabilities or required employer contributions to the pension fund, the City may request that the plan actuary provide an estimate of the impact of such action or interpretation on plan liabilities and employer contributions. The Board agrees that upon the City's request it will authorize the plan actuary to provide such estimate, and further agrees that no final action or interpretation will be taken until at least 90 days after the plan actuary's estimate has been provided to the City. The City actuary may review the plan actuary's estimate, and if the City actuary disagrees with the Plan actuary's estimate, the plan actuary and City actuary shall discuss the estimate and attempt to resolve their differences. If the plan actuary and City actuary cannot resolve their differences, a third actuary selected by mutual agreement of the other two shall review and discuss the two actuaries' positions and submit and discuss them with the Board. The Board shall consider the actuaries' reports and take the most appropriate, reasonable and prudent final action. At the time of its action, the Board shall provide a detailed written explanation of why, in its judgment, the action taken is the most appropriate, reasonable and prudent.

7. This Agreement shall take effect upon ratification of the 2024-2027 collective bargaining agreement between the City and the Local 3080 Metro Broward Professional Firefighters, I.A.F.F., and shall remain in effect for the duration of the collective bargaining agreement (including any time periods after contract expiration but prior to a successor agreement becoming effective). In implementing the provisions of this Agreement, all parties agree to act expeditiously and in good faith.



\_\_\_\_\_  
Pension Board

Date: 09/10/2024



\_\_\_\_\_  
City of Sunrise

Date: 9/12/24

**APPENDIX C**

**SALARY RANGES AND STEPS FOR BATTALION CHIEFS COLLECTIVE  
BARGAINING AGREEMENT OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027**

<b>BATTALION CHIEF-F48</b>			<b>BATTALION CHIEF-F48</b>			<b>BATTALION CHIEF-F48</b>		
<b>3% COLA EFFECTIVE FIRST FULL PAY PERIOD ON OR AFTER 10/1/24 THRU 9/30/25</b>			<b>3% COLA EFFECTIVE FIRST FULL PAY PERIOD ON OR AFTER 10/1/25 THRU 9/30/26</b>			<b>3% COLA EFFECTIVE FIRST FULL PAY PERIOD ON OR AFTER 10/1/26 THRU 9/30/27</b>		
<b>STEP</b>	<b>HOURLY</b>	<b>ANNUAL</b>	<b>STEP</b>	<b>HOURLY</b>	<b>ANNUAL</b>	<b>STEP</b>	<b>HOURLY</b>	<b>ANNUAL</b>
58	36.5752	91,291.76	58	37.6725	94,030.51	58	38.8027	96,851.43
59	37.4901	93,575.40	59	38.6149	96,382.66	59	39.7733	99,274.14
60	38.4272	95,914.30	60	39.5800	98,791.73	60	40.7674	101,755.48
61	39.3879	98,312.23	61	40.5696	101,261.60	61	41.7867	104,299.45
62	40.3729	100,770.67	62	41.5841	103,793.79	62	42.8316	106,907.60
63	41.3823	103,290.21	63	42.6238	106,388.92	63	43.9025	109,580.59
64	42.4166	105,871.69	64	43.6891	109,047.84	64	44.9997	112,319.28
65	43.4766	108,517.46	65	44.7808	111,772.98	65	46.1243	115,126.17
66	44.5639	111,231.30	66	45.9007	114,568.24	66	47.2778	118,005.29
67	45.6775	114,011.15	67	47.0479	117,431.48	67	48.4593	120,954.42
68	46.8197	116,861.97	68	48.2243	120,367.83	68	49.6710	123,978.86
*69	47.9904	119,784.08	*69	49.4301	123,377.60	*69	50.9130	127,078.93
*70	49.1901	122,778.60	*70	50.6658	126,461.96	*70	52.1858	130,255.82
*71	50.4201	125,848.46	*71	51.9327	129,623.91	*71	53.4906	133,512.63
*72	51.6805	128,994.67	*72	53.2309	132,864.51	*72	54.8279	136,850.45
						*73	56.1986	140,271.71

\* Denotes single step merit increases in accordance with Article 20, Section 20.6