

AGREEMENT

BETWEEN

**POMPANO BEACH
PROFESSIONAL FIRE FIGHTERS
LOCAL 1549**



AND

**THE CITY OF
POMPANO BEACH
FLORIDA**



October 1, 2016 to September 30, 2019

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ARTICLE 1: INTRODUCTION

The City of Pompano Beach (hereinafter referred to as the "City") and Pompano Beach Professional Fire Fighters, Local 1549, of the International Association of Fire Fighters (hereinafter referred to as the "Union"), in order to maintain present efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees, and to promote the morale, rights and well being of the members of the Fire Department, hereby agree as follows:

ARTICLE 2: RECOGNITION

The City hereby recognizes that the Union is a representative of all certified employees of the Fire Department, with the exception of the Fire Chief, the Assistant Chief and the Division Chiefs, for the purpose of bargaining with the Union with respect to wages, hours of work and other conditions of employment.

ARTICLE 3: MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole right to operate the Fire Department and that all management rights are expressly reserved to the City, but that such rights must be exercised consistent with the provisions of this Agreement. Those rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direction and supervision of all personnel;
3. The hiring, assignment and/or transfer of employees;
4. Determination of the mission and objective of the Fire Department;
5. Determination of the methods, means and number of personnel needed to carry out the Fire Department's mission and objectives;
6. Introduction of new, improved or different methods, facilities, or equipment;
7. Scheduling of operations and shifts;
8. Determine the standards of service to be offered by the Fire Department.
9. Determine the standards of selection for employment;
10. Direct its employees;
11. Relieve its employees from duty because of lack of work or for other legitimate reasons;
12. Issue rules and regulations;
13. Maintain the efficiency of governmental operations;
14. Determine the methods, means and personnel by which the City's Operations are to be conducted;
15. Establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public;
16. Determine the content of job classifications;
17. Exercise complete control and discretion over its organization and the technology of performing its work;
18. Fulfill all of its legal responsibilities;
19. The City shall exercise the above rights in a fair and consistent manner.

The above rights, responsibilities and prerogatives are inherent in the City Commission and the City

Manager by virtue of statutory and Charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE 4: UNION BUSINESS

1. Time pool - a Union time pool shall be created and maintained by the City. Union officers and members absent from work for Union business, as provided below, shall have their hours of absence deducted from the Union time pool and shall receive their regular pay for such hours. If the Union time pool is depleted, Union officers and members may use annual leave or shift exchanges for Union business.

2. Contribution of hours to Union time pool - the Union time pool may have a maximum of 1,000 hours. On October 1st of each year, the City shall contribute and credit 500 hours to the pool. After the City contribution is credited, within 60 days voluntary employee contributions of annual leave shall be credited to bring the pool to the 1,000 hour maximum. Each bargaining unit employee may voluntarily contribute up to 8 hours of accrued annual leave each year to the Union time pool. Such employee contributions shall be made by signing a form mutually agreed upon by the Union and the City. If the hours contributed by employees exceed the maximum number of hours which may be added to the pool, then employee contributions shall be received in rotation.

3. Use of Union pool time - Union pool time may be used by Union officers and members for attendance at conventions, meetings, negotiations and seminars of the International Association of Fire Fighters, the Broward County Council of Professional Fire Fighters and other labor organizations as are mutually agreed upon by the Union and the Fire Chief. Union pool time may also be utilized by Union officers and members for the following charitable organizations, but are not limited to; the Jackson Memorial Hospital Burn Center, Muscular Dystrophy Association, Children's Cancer Society and the Broward Children's Center. Pool time may be utilized for other charitable organizations or such other purposes as agreed upon between the Union and the Fire Chief, or his designee. Deduction of time from the time pool shall be authorized in writing by designated Union officers and shall be for a minimum of two (2) hours each time. Employees intending to utilize pool time will give the Fire Chief or his designee fourteen (14) days advance notice for conventions and seminars and twenty-four (24) hours' notice for other occasions (but will give more advance notice if practicable). In the case of requests submitted to the Fire Chief or his designee ten (10) calendar days or more in advance of the intended use of pool time, the Chief or his designee will issue his decision of approval/disapproval of the request within three (3) calendar days.

4. Shift exchange - the creation and use of the Union time pool shall not preclude the use of shift exchanges for Union business, which shall continue in accordance with past practice.

ARTICLE 5: DUES CHECK-OFF

1. Any member of the Union who has submitted a properly executed dues deduction card or statement to the City Manager or designee may, by request in writing, have their membership dues and uniform assessments in the Union deducted from their wages. Dues shall be deducted bi-weekly and shall be transmitted to the Union within thirty (30) days. If an employee does not have a check due him/her, or if the check is not large enough to satisfy the deduction, no collection shall be made from the employee for that month. The City shall have neither responsibility nor liability for any monies once sent to the Union, nor shall the City have any responsibility or liability for the improper deduction of dues. Further, the Union shall 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.

2. It shall be the responsibility of the Union to notify the City Manager or his designee of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, or individual assessments from the wages of any member.

3. Any member of the Union may, on thirty (30) days' notice to the City and the Union, request that the City cease deducting from their wages.

4. The Union agrees to pay the City the following sums to be deducted by the City in its check off transmittal of Union dues to the Union as provided for below:

- A. New employee "tie-in" to the payroll deduction plan -- \$1.50 per employee;
- B. Revocation of dues deduction authorization -- \$1.50 per employee.

ARTICLE 6: GRIEVANCE PROCEDURE

1. For the purpose of the binding arbitration provisions of this Article, a grievance is any dispute arising regarding the interpretation, application, claim or breach or violation of the provisions of this Agreement, filed within ten (10) working days from the event giving rise to the grievance, or when such facts are known or should have been known to the grievant.

2. Employees who are suspended for more than three (3) days, demoted, or terminated may elect to utilize the grievance procedure contained in the City's Code of Ordinances (i.e., where grievances are resolved by the Employee Board of Appeals) in lieu of the procedures contained in this Article. However, any such election must be made in writing at Step 1 of the grievance procedure contained in this Article. If such election is not made at Step 1, the grievance will be processed exclusively through the procedures contained in this Article. An employee who elects to utilize the Code of Ordinances grievance procedure is barred from having his grievance processed through this Article; conversely, an employee who utilizes the grievance procedure contained in this Article is barred from having his/her grievance processed through the Code of Ordinances procedure. Any procedural changes (i.e., changes not affecting employees' substantive rights) made by the City Commission to the City's internal grievance procedure will be applicable to appeals by bargaining unit members.

3. The purpose of this grievance procedure is to determine what is right, rather than who is right.

4. This grievance procedure is provided to cover presentation and adjustment of disagreements and to assure the employees and the Union that their grievance will be considered in a fair and rapid manner and without reprisal. Neither the City nor the Union shall interfere with the employees' right to file or not to file a grievance. The employee may have Union representation and/or legal representation at any and all steps of the grievance procedure and this option shall be at the sole discretion of the employee.

5. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, if the grievance is directly between the Union and the City, or if the grievance relates to a suspension for more than three (3) days, demotion to a lower classification or termination, it shall be presented directly to the Fire Chief or his designee at Step 2 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1, and signed by the aggrieved employees or the Union representative on their behalf.

6. The Union will not be required to process grievances for non-Union members and if it chooses not to represent the said non-member, the Union will notify the City in writing but will be invited to attend any grievance meetings where it is not representing the employee. In cases where an individual member processes a "contract interpretation grievance" to arbitration, the Union shall appear at the arbitration hearing and explain its position as to the correct interpretation of the contract.

7. Unless it would unreasonably interfere with the safe, orderly and efficient operation of the Fire Department, the Union representatives and the aggrieved employee will be excused from work subject to call for the purpose of attending scheduled grievance hearings.

8. A grievance shall be handled as promptly as possible in accordance with the following procedure.

STEP 1: The aggrieved employee, with or without a Union representative, must discuss the grievance with the Battalion Chief within ten (10) working days of the event giving rise to the grievance, who shall attempt to resolve the matter and respond to the parties presenting the grievance within the ten (10) working days.

STEP 2: If the grievance is not resolved satisfactorily in Step 1, or if it is a class grievance filed by the Union pursuant to Section 5, the employee or the Union representative will submit the grievance in writing within ten (10) working days after the Step 1 response, through the Battalion Chief's immediate Supervisor to the Fire Chief or his designee. The grievance shall be signed by the employee(s) and/or the Union and shall specify: (A) the date of the alleged grievance; (B) the specific article(s) and section(s) of this Agreement allegedly violated; (C) the facts pertaining to and giving rise to the alleged grievance; and (D) the specific relief requested; the grievance may be amended during the grievance procedure. The Fire Chief or his designee shall attempt to resolve the matter and respond in writing to the parties presenting the grievance within ten (10) working days.

STEP 3: If the grievance is not resolved satisfactorily in Step 2, the employee or the Union representative will submit the grievance in writing within ten (10) working days after the Step 2 response, to the City Manager's office, where it will be date and time stamped. The City Manager shall attempt to resolve the matter and respond in writing to the parties presenting the grievance, within ten (10) working days.

STEP 4: If the grievance is not resolved satisfactorily at STEP 3, the Union and/or the employee may, within ten (10) working days after the STEP 3 response or the date the STEP 3 response was due, demand arbitration in writing by submitting a request to the Federal Mediation Conciliation Service (FMCS) for a panel of arbitrators. A copy of the Union's request will be sent to the City Manager. Either party may reject an entire arbitration panel and the FMCS shall not appoint an arbitrator who is not mutually acceptable to the parties. If no arbitrator is selected from the first three (3) panels, the parties must either select an arbitrator from the fourth panel by alternate striking or select an arbitrator by mutual agreement. In the alternative, the parties may, by written mutual agreement select another arbitrator through another agreed upon means.

For the purpose of this Article, a "working day" will be defined as Monday through Friday, excluding days City Hall is closed.

9. The arbitrator does not have the right to alter, amend, modify or enlarge the terms of this Agreement. The decision of the arbitrator shall be final and binding upon all parties concerned.

10. The cost for the services of the arbitrator shall be paid by the losing party. In case of a split award, the fees and expenses of arbitration shall be shared equally. Either party desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts.

11. For the purposes of this Article, all required notices from the City shall be ~~by hand~~ delivered via hand delivery or email to either the Union's President, Secretary/Treasurer or Vice-President. The grievance at Step 2 shall be ~~hand~~ delivered via hand delivery or email to the ~~shift~~ Commander's Battalion Chief, immediate superior. The grievance at Step 3 shall be hand-delivered or emailed to the City Manager's office where it will be date and time stamped with a copy to the Human Resource Director.

12. Failure of either party to comply with the time limits provided shall enable the other party to automatically advance the grievance to the next step of the grievance process. The time limits provided may be extended by written agreement of both parties.

13. Settlement of the grievance prior to arbitration award shall constitute no precedent nor admission that the contract has or has not been violated.

ARTICLE 7: OVERTIME

1. In the event that a need for overtime should occur in the Fire Department because of sickness or other unforeseen conditions, overtime shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of the employee's normal weekly tours of duty for the tour of duty beginning at the first shift change on Thursday of each calendar week and ending at the end of the shift change of the last shift which began the prior Wednesday.
2. An overtime record shall be maintained by the Department and kept by the Chief and/or his designee. A record shall be maintained indicating the date of call and the response from each person called as to whether it was refused, on duty, no answer, unable to contact, Kelly day, accepted, sickness or vacation. If all employees in the appropriate rank refuse overtime, the Department may either require someone to work or call an off-duty employee. If, in the opinion of the Chief or his designated representative an employee is not qualified to perform the necessary overtime work, the Chief or his designee has the authority to call the next qualified person whose name appears on said list or at his option to temporarily expeditiously fill the overtime assignment. The City agrees to call those employees not on vacation first and employees on vacation will not be called if the needs of the City have been filled by employees not on vacation.
3. Overtime will be computed on the employee's forty-eight (48) hour rate of pay. Effective in the first full pay period after the ratification date of the ~~2013-2016~~ 2016-2019 Agreement, all paid leave, except Kelly Days, and paid sick leave, will count as time worked for overtime pay purposes. Thus, payments made for Kelly Days, or paid sick leave, will not be included in computing an employee's overtime rate of pay. However, employees who are required to work on their designated Kelly Day and/or mandatory overtime will be paid for all time worked on that day at the applicable overtime rate of pay.
4. The City and the Union agree that overtime selection shall be based on a total hourly overtime basis. The bargaining unit member with the least amount of overtime shall be offered the next overtime assignment except as provided in Section 2 of this Article.

ARTICLE 8: RECALL

1. In the case of extreme or pending emergency, the Chief may waive all established procedures, except pay and as herein provided, and may recall any and all members of the Fire Department for duty.
 - A. All members recalled shall be paid at one and one-half (1-1/2) their straight time rate of pay for the actual time worked, with a minimum guarantee of three (3) hours at time and one-half.
 - B. In the event members on vacation leave or Kelly days are recalled from outside the boundaries established in Article 36, members shall be compensated for travel expenses and meals in accordance with the City's travel policies and will be compensated for travel time at the rate of one and one half their straight time up to a maximum of 24 hours as determined by the Fire Chief. The Fire Chief may extend such time as he deems appropriate.

2. The City agrees that an employee who is called to work during time when he/she normally would be off shall be paid at the employees' appropriate rate of pay for all hours worked on said call back, but in no event shall the employee be paid less than three (3) hours at his or her overtime rate. Work time shall be computed to begin when the employee arrives at the work site and to end when the employee is released by the supervisor. The employee may elect to leave when specified call back work is complete in lieu of completing 3 hours minimum. However, if the employee has to be recalled again within the original three hour minimum window, the employee will not be entitled to an additional three hours minimum of Overtime unless actual work time is three or more hours.

3. In the event of an official announcement of a hurricane warning issued by the National Weather Service for the City and at such other times in the case of extreme or pending emergencies, all employees without a reasonable excuse shall be required to call the City Fire Department within 2 hours after the City is under a hurricane warning and shall be required to call the Fire Department for recall instructions every 6 hours during the time a hurricane warning is in effect for the City. Employees not on vacation or Kelly day shall report for duty after a recall order is issued by the Fire Chief.

ARTICLE 9: PROMOTIONAL EXAMINATIONS

1. Announcements for promotional examinations shall include eligibility requirements, examination procedure, application procedure, the date, time and place of the written examination, and a list of source material used in the development of the examination. ~~All examinations shall be objectively measured with limited choices of fixed alternatives and without subjective factors, but may include objective ratings based on the source material in the judgment of multiple evaluators.~~ All examinations shall be impartial and shall relate to those matters which will test fairly the capacity and fitness of the candidates to discharge efficiently the duties of the position to be filled. Any changes to the announcement of the promotional examination once it is posted must be mutually agreed upon by the City and the Union. ~~A Challenge Board shall be established within fourteen (14) calendar days after the announcement of a promotional examination. The fourteen (14) calendar days may be extended by mutual agreement.~~

2. ~~Effective upon the ratification of the 2013-2016 Agreement~~ The City and Union shall use the "Promotional Review Committee" structure set forth in this Article to develop guidelines and process for the next promotional examinations, which shall include assessment centers as a permissible methodology for the selection of ~~Rescue~~ Lieutenant, Fire Captain, Battalion Chief, Training Commander, Fire Marshall and Fire Training Captain.

3. Announcements of promotional examinations shall be sent out by email to all Fire Department personnel and be posted conspicuously in each Fire Station no less than thirty (30) calendar days prior to the closing date of applications.

4. The promotional examinations shall be given ~~within~~ no sooner than forty-five (45) and no later than sixty (60) calendar days after closing of applications.

5. Regardless of vacancy, the City agrees to maintain a promotional list for the classified positions of Driver Engineer, Lieutenant, Fire Captain and Battalion Chief to remain in effect for a period not to exceed two (2) years from the date the list is established. Therefore, the announcement of promotional examinations shall occur no fewer than ninety (90) days prior to the expiration of the promotional list. If a promotional list is expected to exhaust prematurely, efforts should be made to begin the promotional process no fewer than ninety (90) days prior to the expected date.

A. Promotional lists for all other classified positions as defined in Article 12 shall be established by an examination, and shall remain in effect for a period not to exceed two (2) years from the date the list is established.

6. A. If a vacancy exists within the certified positions of the Fire Department, it must be filled within fifteen (15) calendar days, if a current promotional list is available;

B. For positions not mentioned in Section (5) a test will be given within one-hundred fifty (150) calendar days if no promotional list exists when the vacancy occurs. A vacancy is deemed to exist when the City continues to utilize personnel for a period of 15 calendar days to fill a full-time budgeted position. All lists must expire or be exhausted before a new list can be certified.

~~B.C.~~ In the event the Human Resources Director finds that the number of persons qualified to compete in a promotional examination is more than one but not more than three, the Human Resources Director may, without further examination certify as eligible for promotion the names of these persons qualified to the Fire Chief. Such promotional list shall remain in effect for two (2) years.

~~C.D.~~ Should all candidates fail any one part of a promotional exam, the City will be allowed an additional sixty-four (64) calendar days to administer a substitute exam for the part failed and fill the vacant position. Only those candidates who qualified and sat for the original exam will be eligible to sit for the substitute exam. The announcement for the promotional exam will remain unchanged except for the new date, time and place for the substitute exam.

~~67.~~ The Fire Chief may, in his sole and exclusive discretion, promote any one (1) of the top three (3) employees on a promotional list. If an employee is to be passed over, the Chief shall counsel the individual face to face as to the reason for this action prior to the list of personnel to be promoted is announced. The aforementioned promotions shall be governed by the City Charter, Section 53 and City Ordinance 34.119 as written on the date of ratification of this agreement.

~~7-8.~~ For the purpose of this Agreement, the Union and the City agree to the following practical examination for the Driver-Engineer certifications:

- (1) The City will conduct a written examination for the position of Driver Engineer for qualified personnel.
- (2) The Training Division shall provide Practical Driver Engineer training to each

candidate (up to a maximum of 6 per class) who successfully passes the written portion of the examination.

- (3) Each candidate shall be assigned to the Training Division for a two-week Practical Driver Engineer Training Program; 0700 to 1800- Monday through Thursday.
- (4) Upon successful completion of the Practical Driver Engineer training program, the top three (3) candidates, based upon the written examination, will have the first right of refusal to be assigned to the training division and thereafter will become certified and therefore eligible for promotion and upgrades.
- (5) Each candidate must have passed the state test for EMT in order to take a promotional examination.

~~8. The City agrees to maintain a promotional list for the classified positions of Driver Engineer, Rescue Lieutenant, Fire Captain and Battalion Chief to remain in effect for a period not to exceed two (2) years from the date the list is established. Promotional lists for all classified positions as defined in Article 12 shall be established by an examination, and shall remain in effect for a period not to exceed two (2) years from the date the list is established.~~

9. Standards of eligibility for promotional examinations to fill vacancies in the Fire Department shall be set by the Fire Chief and require approval of the Human Resources Director. The City will grant employees seeking promotion a reasonable amount of time to qualify for changes in standards of eligibility prior to announcement of the promotional exam. In the case where a class is required in order to qualify for an exam, the reasonable time clause must take into account the availability of classes in Broward, Dade, and Palm Beach counties. The Fire Chief will distribute these written standards to the affected employees of the Fire Department.

10. The parties agree to continue in existence for the term of this Agreement the "Promotional Review Committee". The Union will have two (2) representatives, the Fire Department will have two (2) representatives and there will be a fifth (5th) member from the Human Resources Department. This Committee will meet within ninety (90) calendar days of ratification of this agreement and then quarterly thereafter, unless agreed by all parties not to do so, in order to make non-binding recommendations to the Fire Chief regarding new or revised promotional eligibility standards. The Fire Chief should not implement changes to standards of eligibility prior to receiving the committee's recommendation on said changes. The meetings of said Committee shall have recorded minutes and copies of those minutes will be submitted to the Chief, Human Resources Director and Union President.

11. It is the intent of both parties that once the Promotional Committee has met and made its recommendation and the Fire Chief has considered the Committee's recommendation and set the standards of eligibility, they will remain in effect for the term of the agreement. In the event that no qualified candidate under the current standards of eligibility applies for an upcoming promotional position, or if some unforeseen circumstances necessitates revising any or all standards of eligibility, the Promotional Review Committee will be convened within 14 calendar days to make a recommendation prior to the Fire Chief implementing any changes in the standards of eligibility.

12. The City shall be responsible for providing promotional tests. Promotional examinations shall be administered utilizing a new test for each examination. Tests that have been used before shall not be used. State of Florida Community Colleges and/or Technical/Vocational Institutions shall be excluded from providing promotional tests.

13. All promotional examinations shall be expressed on an unadjusted scale of one hundred percent (100%) and seventy percent (70%) shall be the required unadjusted minimum passing grade on all parts of the examination. Test scores shall be calculated and carried to three decimal places. Candidates who fail to meet the minimum passing grade shall be allowed to continue in the examination process in the event an appeal is pending on the first part of the exam.

14. Test materials shall not be opened prior to the seating of candidates. Any candidate who places their name, employee number, social security number or other identifying mark on any part of the test packet will be disqualified from the exam.

15. Each candidate will be provided a pin number in a sealed envelope. This pin number will be used by the candidate to access his/her test results from the Human Resources Department or designee. Each candidate will record their pin number on the test answer sheet. Each candidate shall sign their name on a sign-in sheet and provide a phone number on the sign-in sheet for notification purposes. ~~The last candidate taking the test will be responsible for sealing all the test results in an envelope in the presence of the proctor.~~ The Human Resources Department or designee will notify the individual candidates of their scores using the notification number provided on the sign-in sheet. The Human Resources Department's or designee's inability to contact any individual candidate will not delay or interrupt the promotional process.

16. Upon completion of the written examination, the test packets will be collected by the Human Resources Department or designee, who will be responsible for having the test scored. Scoring of the test will be completed within ~~ten (10) calendar days~~ one working day. The Human Resources Department or designee will notify the individual candidates of their scores once the test is scored and double checked, using the notification number provided by the candidate on the cover sheet. ~~Such notification will be completed within one (1) working day after candidates and test packets are matched and this date shall constitute the official notification date for all candidates. The Human Resources Department's inability to contact any individual candidate will not delay or interrupt the promotional process.~~

17. ~~Each candidate will have ten (10) calendar days from the notification date to view with the~~ Within one (1) working day of the written test, the Human Resources staff or designee will host a test review that will be presented by the test provider. their examination packet and the correct answer key to the examination by appointment during the normal working hours of the Human Resources Department. Candidates will be permitted to utilize source material of their choosing while viewing their examination packet and the correct answer key. There shall be ~~no other~~ a 3 hour limitations of challenge time, following the review. A candidate may make a formal written challenge of any portion of the written examination through the Human Resources Department or designee, to the Challenge Board.

18. A Challenge Board shall be appointed for each promotional exam, ~~and any candidate may make a formal written challenge of any portion of the promotional examination through the Human Resources Department to the Challenge Board within ten (10) calendar days from the notification date.~~ The Challenge Board reviews the challenges as presented and makes a decision to either accept or reject the challenge within one (1) working day after the written examination. The decisions of the Challenge Board are final and not subject to any grievance procedure or appeal process.

19. The Challenge Board shall consist of one (1) Union appointee, one (1) City appointee and one (1) mutually agreed upon appointee. No Challenge Board member shall be a candidate for the examination. The inability of the parties to appoint a mutually agreed appointee shall not delay the promotional process. Should the Union and City be unable to agree on the mutually agreed appointee by the close of applications, the Union and City shall each place three different names in a container. Names shall be eliminated by alternating selection beginning with the first name removal by the Union and then the City, alternating draws until there is only one name remaining in the container. The remaining name shall be the mutually agreed appointee.

20. ~~The Challenge Board will render a decision to sustain or deny the challenge and notify the Human Resources Department of that decision within seven (7) working days from the closing date of the challenge period.~~ The Human Resources Department or designee will re-score the examination in the presence of the Union appointee if the challenge is sustained by the Challenge Board. The Human Resources Department or designee will notify the candidate of the Challenge Board's decision within one (1) working day after receiving the decision. Individuals that successfully pass the written examination are considered eligible to participate in the Assessment Center (if this method is utilized). If utilized, the Assessment Center will begin no sooner than fourteen (14) calendar days but completed as soon as practical after all candidates have been notified of the final score of the written examination.

21. Candidates passing all parts of the promotional exam will be awarded service points earned up to the closing date for applications. One (1) service point shall be awarded for each full year of service in rank over and above that required to qualify for the examination up to a maximum of five (5) points.

22. For all promotional positions that do not require a degree, the candidate possessing ~~an AS, or BS~~ a Degree in Fire Science or EMS or closely related field as determined by the Fire Chief, Human Resource Director and IAFF President who shall provide an advisory opinion, will be able to reduce the years of service in rank required to take the exam for all classifications by one year. For promotional positions that require a Degree in Fire Science or EMS, or closely related field as determined by the Fire Chief, Human Resource Director and IAFF President who shall provide an advisory opinion, the candidate possessing a higher degree in Fire Science or EMS or closely related field as determined by the Fire Chief, Human Resource Director and IAFF President who shall provide an advisory opinion, will be able to reduce the years of service in rank required to take the exam for all classifications by one year. This one (1) year service reduction will not apply to a Lieutenant attempting to qualify for the Captains test until October 1, 2018. Candidates enjoying this one year reduction in rank service will not receive a service point for that year.

23. Within one (1) ~~business~~ working day from receiving the re-scored test packets and the score

for the Assessment Center, the Human Resources Department will post a promotional list of candidates in descending order based on the total overall score achieved. The overall score will be considered the average of the combined score of the written test and Assessment Center. The promotional list will also show the scores achieved by each candidate on each part of the test and the number of service points awarded. Candidates with the same total overall added score shall be listed in order of combined adjusted final test score prior to service points being added. The secondary tie breaker is seniority based on total continuous service with the Pompano Beach Fire Department.

24. Test Packets shall be retained by the City for a period of not less than two (2) years and will be available for review by the test candidate.

25. When a vacancy exists in the Division of Fire Prevention, the position shall be filled as a promotion from within the rank of the Pompano Beach Fire Rescue Department. Once it has been determined that Pompano Beach Fire Rescue personnel are either not eligible or choose not to apply, the City has the right to fill the position from outside of the Department.

A. The person hired from outside the department, must be a Florida state certified firefighter and an EMT I. A state certified paramedic would also meet the medical requirement.

B. A Fire Inspector who is hired from the outside is limited to work within the Division of Fire Prevention.

C. Should this individual elect to transfer to a "combat" position, he or she should be processed as any other new firefighter. This includes the eight (8) week pre-assignment training program, must possess a Florida paramedic license, and will be on probation as a new employee.

D. This employee will maintain "time on the job" seniority.

ARTICLE 10: HOURS OF DUTY

1. The normal workweek, for the purpose of this Agreement, shall be an average of forty-eight (48) hours weekly in any year, on a rotating twenty-four (24) hours on duty, forty-eight (48) hours off duty basis for combat personnel and forty (40) hours weekly for non-combat personnel. All hours actually worked in excess of the normal work day or normal work week shall be compensated in accordance with Article 7.

2. A "Kelly Day" will be the seventh (7th) shift and each subsequent seventh (7th) shift and continue on a rotating basis for the duration of this Agreement. "Kelly Day" will be defined as the extra time off to be granted to the employee in order to conform to the average forty-eight (48) hour workweek, and/or 144 hour-21 day work cycle.

3. A roster will be posted by the Fire Chief or his designated representative assigning the "Kelly Day" for each individual in accordance with Article 28 and it will then be every seventh (7th) shift thereafter. Kelly Days must be taken as accrued and cannot be accumulated.

4. In the event the "Kelly Day" falls in the period of the individual's vacation, the shift will be added to his vacation time.
5. Employees shall not be required to serve suspensions on Kelly Days or vacation days.
6. Unit employees on "light duty" or assigned to special details may be assigned to an eight (8) hour tour of duty.
7. Current employees not on probation will be not required to attend off duty training to attain or maintain EMT certification. Off duty training for Paramedic employees will be required, unless excused, to maintain Paramedic certification.

ARTICLE 11: STANDBY PAY

Employees assigned to a forty (40) hour work schedule, who are designated on the standby roster to be subject to call shall be compensated ~~one (1)~~ three (3) dollars per hour for all hours while off duty. This standby time is not considered to be working time and thus standby time does not count as hours worked for overtime purposes.

ARTICLE 12: CLASSIFICATIONS

The City and the Union recognizes the following classifications of employees for the Fire Department:

Fire Fighter	Grade 25
Driver-Engineer	Grade 27
Rescue Lieutenant*	Grade 27
Fire Captain**	Grade 29
Fire Inspector	Grade 29
Fire Training Captain	Grade 30
Fire Training Commander	Grade 32
Fire Marshall	Grade 32 <u>34</u>
Battalion Chief	Grade 32
<u>Fire Inspector II</u>	<u>Grade 30</u>

~~*Effective after the ratification date of the 2013-2016 Agreement, the newly created position of Rescue Lieutenant shall be filled as a temporary assignment for which the assigned employees shall receive assignment pay at the rate of ten percent (10%) of his/her normal rate of pay for those hours actually worked. In Fiscal Year 2015-16, the City shall create a promotional test complete with criteria to establish an eligibility list for promotions into the permanent position of Rescue Lieutenant.~~

~~** Effective on or before October 1, 2014, the name of the classification of Fire Lieutenant shall be changed to Fire Captain (with no change in pay grade).~~

~~** Effective on or before October 1, 2014, the name of the classification of EMS Captain shall be eliminated and employees in that classification shall be reclassified to Battalion Chief.~~

ARTICLE 13: HOLIDAYS AND VACATIONS

The City recognizes the following official holidays for employees covered by this Agreement assigned to fire combat.

New Year's Day	Thanksgiving Day
Memorial Day	½ day Christmas Eve
Independence Day	Christmas Day
Labor Day	
Martin Luther King's Birthday	

All other employees covered by this agreement will receive holidays as stipulated in the City Code of Ordinances, Section 34.128.

The vacation schedule for combat Fire Fighters who work on a rotating shift basis and who have been continuously employed for a period of six (6) months or longer shall be credited with earned vacation leave in accordance with the following schedule and shall be allowed to use vacation leave after six (6) months of service:

VACATION CREDIT AND HOLIDAY

<u>COMPLETED SERVICE</u>	<u>CREDIT PER VACATION YEAR</u>
1 - 5 YEARS	11 SHIFTS
6 - 13 YEARS	13 SHIFTS
14 YEARS OR LONGER	16 SHIFTS

The above schedule and credits are for uninterrupted service, computed from the most recent date of employment. The above shifts include vacation and holiday credit as provided for in the City Code of Ordinances.

Newly hired combat personnel who are temporarily assigned to a 40-hour work week for initial training purposes will accrue vacation as a 40 hour per week employee. However, upon successful completion of the initial orientation training, and transfer to a twenty four (24) forty eight (48) work schedule, vacation hours earned during orientation training will be converted to the combat shift rate.

All other unit employees, except as noted above, who have been continuously employed for a period of six (6) months or longer shall be credited with earned vacation leave in accordance with the following schedule and shall be allowed to use vacation leave after six (6) months of service:

VACATION CREDIT PER

<u>COMPLETED SERVICE</u>	<u>VACATION YEAR</u>
1 - 5 years	10 days

6 - 13 years
14 years or longer

15 days
20 days

For employees assigned to fire combat on a twenty four (24) forty-eight (48) hour work schedule, who work on a scheduled holiday, an additional one-half (1/2) hour shall be credited to the employee's vacation time for each hour worked on the designated holiday (does not include the total twenty-four hour shift worked but only the actual hours worked on the day of the holiday). ~~Effective on the ratification date of this 2013 2016 Agreement, the employees will not receive these additional vacation time accruals for working on the following designated holidays: President's Day, Veteran's Day, the Day after Thanksgiving, Employee's Birthday and 1/2 of December 31st (New Year's Eve).~~

Shift employees should utilize at least two (2) consecutive shifts of annual leave each year and Non-shift employees should take at least five (5) consecutive days off each year. These five (5) days may include weekends and holidays (during which no work is performed) used in conjunction with annual leave and said weekends and holidays will not be charged against annual leave.

ARTICLE 14: TEMPORARY UPGRADING

1. The City agrees that any certified member of the Fire Department who is officially assigned by the Chief to a rank classification higher than his/her permanent rank classification shall receive assignment pay in the same pay grade as the position he/she is assigned to during hours actually worked. ~~of five percent (5%) ten percent (10%) of his normal rate of pay for those hours actually worked.~~ The City agrees to upgrade only employees who meet the established eligibility criteria for promotional examination of the position being filled.

~~2. This section applies to an employee who is temporarily upgraded pursuant to Section 1, above, for more than 120 hours. Such employees will receive an additional five (5%) percent increase in their base rate of pay for all time worked after the first 120 hours per rank.~~

~~3. Should a combat employee be assigned by the Fire Chief to work in a vacant position (defined as a position for which there is no incumbent) in an acting capacity, such assignment shall not exceed 90 calendar days, but may be extended an additional 90 calendar days with the approval of the City Manager after which time the City will temporarily upgrade or provide overtime on those days on which fire units (Battalion Chief, EMS Captain, one engine and rescue van/station, and one squad employee) are taken out of service.~~

~~4. Situations when there is something other than a ten (10%) percent difference in the upgraded pay grade will be handled as follows:~~

- ~~• 5% Pay Grade Difference All temporary upgrades will receive pay of five (5%) percent of the normal base rate of pay for those hours actually worked. The upgrade pay will NOT increase to ten (10%) percent after 120 hours since that would place the temporary upgraded person above the regular person.~~

- ~~15% Pay Grade Difference All temporary upgrades will receive pay of fifteen percent (15%) his normal rate of pay for those hours actually worked. There is a five (5%) percent upgrade for the first 120 hours per rank and an additional ten (10%) percent upgrade (for a maximum total of fifteen (15%) percent for all hours worked in excess of 120 hours per rank.~~

ARTICLE 15: WAGES – MERIT/STEP INCREASE AND LONGEVITY

1. Compensation.

- A. Effective in the first full pay period starting on or after October 1, 2013-2016; wages shall be increased by three percent (3.0%).
- B. ~~Effective in the first full pay period starting on or after October 1, 2014, wages shall be increased by three percent (3%).~~ The issue of wages shall be brought back for negotiations amongst the parties during an agreed upon reopener and shall commence prior to October 1, 2017. If a wage increase is agreed upon, said amount shall become retroactive to October 1, 2017.
- C. ~~Effective in the first full pay period starting on or after October 1, 2015, wages shall be increased by three percent (3.0%).~~ The issue of wages shall be brought back for negotiations amongst the parties during an agreed upon reopener and shall commence prior to October 1, 2018. If a wage increase is agreed upon, said amount shall become retroactive to October 1, 2018.

2. Merit/Step Increases.

~~A. Effective on the ratification date of the 2013-2016 Agreement by the City Commission, the old Merit pay formula shall be discontinued and shall be replaced by the following uniform Merit/Step increase system.~~ Merit/Step increases are not automatic and an employee's salary may never exceed the maximum salary approved for his/her pay grade. Merit/Step salary increases will be granted until the employee's salary reaches the maximum of the assigned pay grade, as follows:

B. A Merit/Step increase of four percent (4%) will be provided during each fiscal year of this agreement based on a "Fully Effective" or better evaluation, until the employee's salary reaches the maximum of the assigned pay grade. Because the employee's salary may never exceed the maximum salary approved for his/her pay grade, the Merit/Step increase may be less than 4% when an employee reaches the assigned pay grade maximum.

C. If an employee is rated less than "Fully Effective" after two consecutive 90 day extensions, the employee may be subject to disciplinary action. If discipline is imposed, such discipline would be grievable pursuant to Article 6. If an employee's job performance improves to fully effective or above during the re-evaluation period, the employee shall be granted his/her merit/step increase effective on the date of the employee's improved re-evaluation.

~~D. — No Merit/Step increases will be due during any period of time after the expiration date of this Agreement on September 30, 2016.~~

~~E. — Notwithstanding the requirements of Section 2.D. above, the parties agree that if a successor collective bargaining agreement is ratified then any employee who is not at the maximum level of the pay grade and who obtains a "Fully Effective" or better evaluation, will be entitled to a merit/step increase retroactive to his/her anniversary date.~~

3. Longevity. Bargaining unit members shall be entitled to a five percent (5%) longevity increase upon completion of fourteen (14) and nineteen (19) years of continuous service with the City.

4. An employee who is granted a leave of absence without pay in accordance with Section 34.132(b) of the City's Code of Ordinances, which leave of absence exceeds fifteen (15) working days, shall have his or her increase anniversary date for merit and longevity increase purposes extended by the duration of the leave. The new extended date will then become the employee's permanent increase anniversary date.

5. The City will continue to pay \$90 per month to all bargaining unit members who are currently receiving the additional City incentive for a Bachelor's Degree that was approved on the date the 2013-2016 Agreement is ratified. ~~Effective upon ratification of the 2013-2016 Agreement,~~ eEligibility for payment of the additional City incentive for employees that have not previously been approved for that incentive shall be restricted to members who have thereafter earned a Bachelor's Degree from and accredited college or university in Fire Science, Emergency Medical Science, Business or Public Administration or closely related field as determined by the Fire Chief, HR Director, and IAFF President who shall provide an advisory opinion.

ARTICLE 16: SICK LEAVE

1. FAMILY ILLNESS: Section 34.130, paragraph 1, sentence 5 of the Code of Ordinances Of The City of Pompano Beach is changed to read as follows:

"No more than five (5) working days in any calendar year, and no more than five (5) combat shifts for certified employees of the Fire Department on shift schedules may be taken as sick leave because of illness within the immediate family."

2. ON THE JOB INJURY:

A. NON-DROP Participants - When a bargaining unit member is compelled to be absent from duty on account of injury or illness determined to be compensable under the provisions of the Workers' Compensation Act, he shall be entitled to full pay less any benefit received under the Workers' Compensation Act. It is not the intent of this provision that any employee receive net compensation in an amount that exceeds the compensation prior to the injury or illness. The City shall supplement workers' compensation only to the extent to provide the employee no loss in net compensation. To be eligible for any supplemental pay, the employee must, if directed by the City Manager, submit an application for disability retirement to the Pension Board and/or submit to a physical examination to determine the approximate length of time necessary to return to duty. Supplemental pay shall continue for a maximum of 104 weeks with the following exceptions: (1)

supplemental pay is terminated by the City Manager for failure to file a disability application within ten (10) working days upon a request of the City Manager, failure to submit to a physical within ten (10) days upon request of the City Manager, failure to return to work within one (1) working day after being ordered to do so after being released to full or partial duty by the City's Worker's Compensation medical doctor, (2) the employee is granted a disability retirement, or (3) the employee returns to duty.

B. DROP Participants – If the injured bargaining unit member is a member of the DROP and is compelled to be absent from duty on account of injury or illness determined to be compensable under the provisions of the Workers' Compensation Act, supplemental pay shall continue for a maximum of 104 weeks with the following exceptions: (1) The employee reaches the end of the DROP prior to Maximum Medical Improvement (MMI), or before the completion of 104 weeks, (2) failure to submit to a physical within ten (10) days upon request of the City Manager, failure to return to work within one (1) working day after being ordered to do so after being released to full or partial duty by the City's Workers' Compensation medical doctor, (3) the employee returns to duty, or (4) the employee reaches MMI and is deemed permanently disabled as a firefighter by his/her authorized treating workers' compensation physician, at which time the employee will be considered retired, however, salary continuation benefits will continue from the date of MMI until the Pension Board makes a final determination regarding disability benefits.

The member will be eligible for a disability retirement from the pension plan; however, the member must request that the Pension Board render a determination per the proper procedures of the Pension Board that the existing retirement benefit should be recategorized as a disability retirement benefit.

In the event a dispute arises relating to the discretionary provision of Article 16, Section 2, the parties agree that relief shall not be available to any employee under the provisions of Article 6, Grievance Procedure, and the City shall not be obligated to respond to any grievance or other procedure which seeks relief from this Article.

When so directed by the City, any employee out of work due to an on the job injury shall present himself/herself for a medical examination. The City will bear the full expense of said examination. The failure of such employee to present himself/herself for an examination as directed will operate to automatically terminate any payments under this Article.

Whenever an employee out of work due to an on the job injury becomes physically able to perform some useful light duty work for the Fire Department as determined by a medical doctor, he/she may be required to do so as a condition to receiving the benefits specified in Section 2A, above.

C. In the event that an employee suffers a catastrophic illness (defined as a major, severe and prolonged illness contrasted with illnesses such as cold, flu, measles, chicken pox, etc.) which is determined not to be compensable under the Workers' Compensation Act, the employee may appeal to the Fire Chief and the City Manager to receive the benefits provided under Section 2A, above. The City Manager's decision will be final and binding, and cannot be grieved through the contractual grievance/arbitration procedure.

3. SICK LEAVE: Employees covered by this Agreement who work a combat shift basis shall accrue 12 hours of sick leave credit for each completed month of service. Employees covered by this Agreement who do not work on a combat shift basis shall accrue 8 hours of sick leave for each completed month of service. Employees may utilize sick leave as earned. Employees may accrue an unlimited number of sick leave hours for legitimate sick leave usage. However, payment for unused sick time will be made, if at all, only as provided below.

Newly hired combat personnel who are temporarily assigned to a 40-hour work week for initial training purposes will accrue sick leave as a 40 hour per week employee. However, upon successful completion of the initial orientation training, and transfer to a twenty four (24) forty eight (48) work schedule, leave hours earned during orientation training will be converted to the combat shift rate.

~~4. SICK LEAVE SELL BACK/PILOT PROGRAM: In an effort to reduce the overtime and other related costs associated with use of unscheduled/unplanned sick leave, the parties have agreed to implement a trial/pilot program for the sell back of accrued sick leave under the terms noted below, which will start on October 1, 2014, and will continue through and sunset on September 30, 2016:~~

- ~~a. To be eligible to participate in this sick leave sell back program, a shift employee must maintain a minimum of 240 accrued sick leave hours during the 2013-2014 fiscal year, and a forty (40) hour employee must maintain a minimum of 160 hours of accrued sick leave hours during the 2013-2014 fiscal year after any amount of sick leave hours have been sold back as part of this program. On September 26, 2014, shift employees who have in excess of the minimum hours of 240 accrued sick leave noted above may submit a written request to sell back up to 96 hours of accrued sick leave, and forty (40) hour employees who have in excess of 160 hours may submit a written request to sell back up to 80 hours of accrued sick leave, provided that no employee shall sell back any amount of sick leave hours that would drop the employee below the applicable minimum number of accrued sick leave hours.~~
- ~~b. On September 25, 2015 and again on September 24, 2016, the minimum number of hours for participation in this program shall be increased so that shift employees who have in excess of 384 accrued sick leave hours may submit a written request to sell back up to 96 hours of accrued sick leave, and forty (40) hour employees who have in excess of 256 hours may submit a written request to sell back up to 80 hours of accrued sick leave, provided that no employee shall sell back an amount of sick leave hours that would drop the employee below the applicable minimum number of accrued sick leave hours.~~
- ~~c. Each hour of sick leave that an employee has used during that Fiscal Year shall reduce the maximum number of sick leave hours that the employee may sell back as part of this program. For example, if a shift employee has used 24 hours of sick leave during the Fiscal Year, his/her maximum sell back hours for that Fiscal Year shall be reduced to 72 hours, etc.; and if a forty (40) hour employee has used 20 hours of sick leave during the Fiscal Year, his/her maximum sell back hours for that Fiscal Year shall be reduced to 60 hours, etc.~~
- ~~d. Furthermore, any shift employee who used 60 (or more) hours of sick leave in the Fiscal Year; and any forty (40) hour employee who used 50 (or more) hours of sick~~

~~leave during the Fiscal Year shall become ineligible for the sick leave sell back program for that Fiscal Year.~~

~~e. The sick leave sell back payments will be paid during the first full pay period in November, 2014, November, 2015 and November of 2016. Income from this sick leave sell back program will be pensionable.~~

~~f. The City will re-evaluate the overtime and other cost savings as well as the effectiveness of this program at the end of Fiscal Years 2014-16. Absent written notice from the City to extend the program, it shall be discontinued as of September 30, 2016, unless the parties through a Letter of Understanding mutually elect to resume the program under the above noted terms or under different terms that the parties find mutually acceptable. The parties agree that this trial/pilot program shall end on September 30, 2016, and shall not become part of the status quo terms of this Agreement.~~

1. SICK LEAVE PAY OUT:

A. For purposes of sick leave pay out upon retirement or death (paid to employee's estate), employees cannot accrue more than 840 hours of sick leave. If an employee already had more than 840 hours on October 1, 1984, that number will constitute the maximum number of hours for pay out purposes (instead of 840 hours). Upon retirement or death, employees will be paid for one hundred percent (100%) or their accrued sick leave hours at the formula specified below, up to (but never exceeding) the above specified cap.

B. For the purposes of sick leave pay out upon resignation, employees may not accrue more than 840 hours of sick leave, regardless of the number of accrued hours they had as of October 1, 1984. Employees who resign in good standing and who give two (2) weeks advanced notice, will be paid for fifty percent (50%) of their accumulated sick leave hours at the formula specified below, but never exceeding fifty percent (50%) of 840 hours.

C. Sick leave pay out as provided for above will be based on a ten (10) year average salary. For the purpose of computing this average salary, the City will divide the total salary received by the employee during the previous 260 pay periods by 260. In the event that no pay check was received for one or more pay periods, those pay periods will be disregarded. Thus, if an employee received no pay check at all during two (2) pay periods, the salary received during the remaining 258 pay periods would be divided by 258.

2. SICK LEAVE BANK:

A. The City agrees to maintain a City-wide sick leave bank to be administered by employee representatives of the bargaining units and non-bargaining employees. Each group shall have 2 representatives and shall meet as required to consider requests from the sick leave bank. The committee shall submit their recommendations on each request for leave from the sick leave bank to the City Manager whose decision shall be final. The committee shall establish its own guidelines for considering requests, but it is contemplated that the existing requirements for participation and limits on sick time contribution will continue. The City Manager agrees to consider any reasonable change in existing policies recommended by the Committee.

B. The City agrees to recognize special hardship cases and the establishment of individual sick leave time pools in such cases. Unused sick time contributed to individual sick leave time pools shall be credited to the City-wide sick bank.

ARTICLE 17: GROUP INSURANCE

1. The City agrees to continue its current City sponsored major medical group insurance coverage during the term of this Agreement. ~~except that effective upon the ratification of the 2013-2016 Agreement the amount of the deductible shall be increased from one hundred dollars (\$100) to two hundred fifty dollars \$250.00 per person with a maximum of \$500 per family~~
2. The City will pay 100% of the full single coverage premium for employees covered by the City's group hospitalization plan, including any increases in said premium.
3. The City will pay toward the cost of dependent coverage an amount equal to fifty percent (50%) of the premium for dependent coverage under the City's group hospitalization plan.
4. The City agrees to maintain an Employee Health Insurance Advisory Committee. Duties of this committee shall be to conduct reviews of the operation and soundness of the adopted health insurance plan when requested to do so by the City Manager or the City Commission, to make appropriate recommendations and to perform such other functions as may be assigned from time to time by the City Manager or City Commission. Membership of the Employee Health Insurance Advisory Committee shall consist of the Risk Manager, one representative from each of the two bargaining units, one representative from the non-bargaining employees and one citizen of Pompano Beach appointed by the City Commission. Terms of members other than the Risk Manager shall be one year.
5. The City or Union may unilaterally reopen this Article for negotiations in the event that it reasonably expects that the cost of maintaining the existing coverage will increase more than ten percent (10%) over the following year.

ARTICLE 18: SAVINGS CLAUSE

If the provision of this Agreement, or the application of such provision, should be rendered or declared invalid by the court of competent jurisdiction or by reason or existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties thereafter will sit to renegotiate a replacement provision.

ARTICLE 19: STRIKES

1. The Union agrees that there will be no strikes, picketing, slowdown, stoppages or concerted failure or refusal to perform assigned work by the employees covered by this Agreement, while this Agreement is in effect.
2. It is agreed by the parties hereto that nothing contained in this Section or in any part of this Agreement shall be construed or used in any manner to form the basis of an allegation of violation

of this Agreement for the purpose of supporting any legal or court action, unless and until the parties of the complaint or contention in the latter party, after having been allowed a reasonable opportunity to correct the same, shall refuse or fail to do so.

3. Any employee who participates in or promotes a strike, work stoppage, picketing, slowdown or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City, and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure provided only the question of whether he did in fact participate in or promote such action shall be subject to grievance and arbitration procedure.

4. It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of health and welfare and safety of the citizens of the City of Pompano Beach and that any violation of this Article would give rise to irreparable damage to the City and the public at large, provided the facts warrant same. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain ex parte immediate injunction relief.

5. Provided, within twenty-four (24) hours after receiving written notification from the City that a strike, slowdown, picketing is in progress, on the part of the individuals or any group of individuals covered by this Agreement, the Union shall state to the City in writing whether or not it has sanctioned such action. Its prompt disavowal, in writing, for responsibility, shall relieve the Union of legal responsibility, to the City therefore. The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in, participating in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members, and shall in no case be construed as a violation by the City of any provision of this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to the grievance procedure and/or arbitration as provided in the Agreement.

6. Picketing, as referred to in the Article, shall mean any action by way of demonstrating which has the effect of preventing or discouraging any other employee from coming to work. Informational picketing which does not have the effect of preventing or discouraging any other employee from coming to work is permitted under this Article.

7. The Union and the City agree to abide by Florida Statute 447.505 and 447.507.

ARTICLE 20: NON-DISCRIMINATION

1. The parties agree not to interfere with the rights of any employee to become a member of the Union; withdrawal from membership of the Union; refrain from becoming a member of the Union; or his activity on behalf of the Union.

2. Both the City and Union agree that no person shall be appointed to, demoted, or dismissed from any position in the fire department, or in any way favored or discriminated against with respect to employment in the fire department, because of race, color, national origin, sex, handicap, religious creed, political opinion or affiliation.

ARTICLE 21: PARAMEDIC ASSIGNMENT PAY

1. All bargaining unit members who are certified EMTs shall have their base salaries increased by 5% as has been the past practice, but does not increase the current pay for EMTs.
2. All bargaining unit members who are certified Paramedics and who are assigned by the Fire Department as paramedics shall have their base salaries (which excludes the 5% EMT I assignment pay) increased by fifteen percent (15%). ~~Effective on the ratification date of this 2013-2016 Agreement,~~ eEmployees in the Battalion Chief classification who are certified Paramedics and who are assigned by the Fire Department as paramedics shall be entitled to this assignment pay. Said assignment pay will cease whenever an employee's assignment as a paramedic is terminated.
3. Fire Department Personnel shall receive One Dollar (\$1) per hour for each hour assigned on the Rescue truck.

ARTICLE 22: PERSONNEL RULES AND ORDINANCES

The parties agree that changes may be made to the personnel rules and ordinances provided the City shall provide the Union President, Vice President, Secretary and Treasurer a copy of each City Commission agenda at the City Manager's Office or by electronic mail or FAX each Friday before the Tuesday Commission meetings for their review of agenda items. Back up material for each item of interest will also be provided at the Union's request. Union representatives will be granted time during the course of the normal working hours to go to City to pick up an agenda. Should the Local 1549 express its written opposition or modification to said ordinance and change, the City Manager or designee agrees to meet with Local 1549 to permit input into the proposed ordinance before the first reading by the City Commission.

ARTICLE 23: RULES OF CONSTRUCTION

It is agreed and understood that this Agreement constitutes the whole agreement between the parties and that nothing that is not a written part hereof shall be referred to in its construction; however, it is expressly agreed that this Collective Bargaining Agreement shall not, in any of its parts, be construed by an arbitrator in any way to supersede or preempt applicable law, ordinances, statutes, personnel rules and regulations of the City of Pompano Beach or the City of Pompano Beach Charter. In any grievance arising under this collective bargaining agreement, the arbitrator, in rendering his award, shall be bound by and shall apply the foregoing standards contained in this paragraph.

ARTICLE 24: PROTECTIVE CLOTHING

1. Fire Fighters shall be provided with the following protective clothing upon entry into the combat division of the Fire Department:

1. One NFPA approved fire helmet, with eye protection

;

2. One ~~Nomex/PBI~~ bunker coat.-NFPA 1971 standards
3. One pair of ~~Nomex/PBI~~ bunker pants, NFPA 1971 standards.
4. One pair of Firefighter-type suspenders, NFPA 1971 standards
5. One pair of Firefighter-type OSHA gloves, NFPA 1971 standards.
6. Fire Department approved eye protection ~~(to replace face shield)~~ NFPA 1971 standards
7. One pair of leather Firefighter boots ~~with safety insoles~~, NFPA 1971 standards
8. ~~One PASS alarm will be provided for each S.C.B.A. unit,~~ NFPA 1971 standards.
9. One Flashlight- (Right Angle)

2. The above-listed equipment must be approved by the Fire Administration, after receiving recommendations from the Fire Department Safety Committee.

3. The City will purchase and maintain all items mentioned above in accordance with the most current NFPA standard and will work in conjunction with union members in the review and selection of protective clothing.

4. The City's current practice of issuing Firefighting equipment assigned to a member will remain his property and responsibility during his tenure of service. A record shall be kept of all uniforms and bunker equipment issued to all members.

If City issued equipment is lost, destroyed or damaged due to employee negligence or carelessness, the employee may be required to pay for the repair or replacement of the equipment.

Coats, pants, fire helmet, boots, and other bunker equipment shall be marked with a member's name and to include a two inch reflective-type marking on bunker coat, helmet, and bunker pants, budgeted funds permitting.

5. In the event that a bargaining unit member's protective clothing or gear becomes contaminated or unserviceable as determined by the Fire Chief, Fire Chief's designee or Incident Commander, that clothing or gear will be placed out of service until it is decontaminated or replaced. Under emergency conditions, as determined by the Fire Chief or his designee, bargaining unit members may be issued any available gear that fits correctly, has been cleaned, sanitized and inspected for serviceability.

ARTICLE 25: UNIFORMS AND MAINTENANCE

1. UNIFORMS. The City agrees to continue in effect its practice of furnishing and replacing uniforms for unit employees on the same term and conditions as it currently exists. The City will provide alterations to trouser inseams at a location within Broward County designated by the City.

2. MAINTENANCE. The City agrees to furnish towels and bed linens to all shift personnel and employees shall maintain such City furnished linens.

3. SHOES. The City agrees to pay each employee two-hundred twenty dollars (\$220.00) in each September during the first full pay day of September, ~~2014, 2015 and 2016~~ 2017, 2018, and 2019.

ARTICLE 26: PERSONNEL FILES

An employee's personnel file and the said employee's departmental personnel file shall be made available to said employee's inspection upon written request from said employee. Said file shall be available as soon as possible but no longer than three (3) business days and during the normal eight to five City working hours.

ARTICLE 27: SAFETY AND HEALTH

1. The City and the Union agree to cooperate to the fullest extent in the promotion of safety and health relating to current state, federal, local and departmental rules relating to safety and health.
2. The City agrees to maintain a Safety Committee and further agrees that any recommendation emanating from the Safety Committee relating to the Fire Service, shall be forwarded forthwith to the President of the Union, the City Manager, and the Fire Chief. The Fire Chief when in concurrence with the Safety Committee's recommendation shall make a concerted effort to implement the recommendation within a reasonable time.
3. Upon ratification of this Agreement, a maximum of fifty percent (50%) of all Fire Department personnel may complete a voluntary physical exam through Lifescan each year. Said exam shall be conducted during off-duty scheduled hours. The costs associated with said exam shall be paid by the City.

ARTICLE 28: SENIORITY

1. Each employee shall have seniority in the Fire Department equal to the employee's total length of continuous service with the City of Pompano Beach Fire Department. An approved leave of absence does not constitute a break in continuous service.
2. Seniority as defined above shall be used in the pick of vacations and Kelly Days. Those employees holding the rank of Battalion Chief ~~and EMS-Captain (respectively by rank)~~ shall receive first selection of rights of vacations and Kelly Days. Duty stations shall be assigned by the Fire Chief (or designee) in the Fire Chief's sole and exclusive discretion based on an employee's rank seniority as the primary factor for assigning stations, however, he may also consider as overriding factors such reasons which are limited to: (1) ALS manning; (2) an employee's job-related special skills (employees with special job-related skills will be given station assignments based on rank seniority) (3) the need to separate employees who cannot work effectively with one another; and (4) the need to separate employees married to one another. The parties agree that station assignments will not be made as a form of punishment. The parties acknowledge that an employee's ability to bid on a preferred station is limited to the annual departmental station pick. Employees who bid as "floaters" will be assigned a station on a daily basis at the Battalion Chief's discretion.

3. In the event of a personnel reduction, the employee with the least Fire Department seniority shall be laid off first, with no regard to rank. In the event of a personnel reduction in ranks, the employee with the least seniority in that rank shall be reduced first. Recalls shall be determined by time in service with the Fire Department. The last person laid off or reduced in rank will be the first person recalled.
4. Seniority with the Fire Department and rank seniority will be lost upon termination, resignation or failure to report when recalled from layoff.
5. Seniority with the Fire Department and rank seniority will not accrue during an approved leave of absence without pay.
6. Seniority with the Fire Department and rank seniority will accrue during vacation, sick or disability leave.
7. Employees who are laid off shall retain their accrued seniority with the Fire Department and rank seniority during layoff and when recalled, shall resume accruing seniority in the Fire Department and rank seniority.
8. If an employee does not meet the required work standards for his/her new bargaining unit classification, he/she shall be reinstated to his/her former classification, and will resume accruing rank seniority in that classification.
9. Employees who are subjected to a personnel reduction in rank shall retain their accrued seniority in the Fire Department, and shall resume accruing rank seniority in their former classification. Upon reinstatement, the employee will resume accruing rank seniority in their reinstated position.
10. Bargaining unit employees who seek and accept assignment to an equal or lower bargaining unit classification shall retain their accrued seniority in the Fire Department, and shall resume accruing rank seniority in that equal or lower classification. It is understood that the employee who seeks and accepts assignment in an equal or lower classification will forfeit accrued rank seniority in their former classification.
11. Employees who are demoted due to disciplinary action will retain their accrued seniority in the Fire Department, and shall resume accruing seniority in the reduced classification. It is understood that the employee who is demoted forfeits accrued rank seniority in the position from which demoted.
12. In the case of simultaneous hiring and/or promotions, the City will announce each selection/promotion individually and seniority in the Fire Department and/or rank seniority will be governed by the order of selection/promotion.
13. Any and all prior agreements of any kind and nature shall become null and void on the date of ratification of this Collective Bargaining Agreement as it relates to future use only, unless required by law. Any and all actions resulting from this provision are not grievable.

14. In Layoff situations only, employees who are entitled to Veteran's Preference under applicable Florida Statutes, as amended, will have three (3) months City service credited for each twelve (12) months of military service up to a maximum of three (3) additional years of service of added City service.

ARTICLE 29: DEATH IN FAMILY

1. The parties to this Agreement do agree that references to three (3) days or three (3) working days in paragraph two Section 34.132 of the Pompano Beach Code of Ordinances shall be considered as two (2) shifts for members of the Fire Department who work a combat shift basis.

2. The employee's immediate family, for the purposes of this Article, will be defined as the mother, father, sister, brother, son, daughter, wife, husband, which shall include a lawfully-wedded same-sex spouse, lawfully recognized in the state in which the marriage took place, domestic partner (as defined by Broward County's registration of domestic partners or any other county/state registration of domestic partners), or grandparent of the employee or of the employee's spouse.

3. In the event of a death of an in-law not covered by paragraph 2 above, or a step-relative, the Department Head may authorize sick leave with pay.

ARTICLE 30: PARAMEDIC TRAINING PAY

The parties to this Agreement agree on the following policy of reimbursement for paramedic training:

ELIGIBLES: All full time employees of the Pompano Beach Fire Department currently holding the position of Fire Fighters, Driver Engineers, Lieutenants and/or Battalion Chiefs.

APPROVAL: Approval must be given by the Fire Chief and the City Manager prior to entering the paramedic course.

REIMBURSEMENT: The amount of \$2,500 will be paid to an employee successfully completing the paramedic course, including receipt of paramedic certification, to compensate the employee for off duty time spent in earning paramedic certification.

TUITION: The employee may utilize the City's tuition refund program to pay for tuition for courses leading to paramedic certification, which shall not be subtracted from the above \$2,500 reimbursement.

STIPULATION: The employee shall agree to remain employed by the City for at least two (2) years after the date of reimbursement for paramedic certification. The employee shall agree to paramedic assignment for this two (2) year period if so assigned by the Fire Chief. Failure to complete either of the above two (2) agreements by the employee shall result in the employee reimbursing the City the entire \$2,500 amount. If the employee is discharged by the City for cause during the two year period he/she will not be required to reimburse the City the \$2,500 amount.

ARTICLE 31: PROBATIONARY PERIOD

The probationary period for all new employees and employees receiving a promotion shall be in accordance with Section 34.126 of the existing City Code of Ordinances.

ARTICLE 32: TRAINING

1. Where training is on duty, no additional compensation will be paid. Where employees train while off duty, they will be paid at one and one-half (1-1/2) times their regular straight time rate of pay for all hours actually spent in said required training (excluding travel time). The Fire Chief shall provide a two-week notice, when reasonable, to individuals called in for training during off-duty hours.

2. Training will be deemed to be required only where an employee is given a direct order by the Fire Chief or his designee(s) to attend said training. Thus, if the City merely advised employees of available training courses and offers to pay all or part of course tuition, but does not order an employee to attend the courses, any employee attending those courses will be engaged in voluntary training and, thus, will not be engaged in compensable hours of work.

3. The parties agree that training in order to become a Paramedic is not required by the City and thus time spent in said training will not count as hours worked for overtime pay purposes, however, once an employee becomes state certified as a Paramedic and works as a paramedic for the Fire Department, time spent in training for re-certification and time spent in the required monthly meetings will be deemed "required training".

4. Tuition reimbursement pursuant to the Code of Ordinances Section 34.135, is modified to allow a maximum of 12 courses per calendar year. There are no limitations on courses per semester, however in no event may the maximum of 12 courses per calendar year be exceeded. This section shall sunset on October 1, 2015, when all members are required to have enhanced credentials for promotions. After October 1, 2015, the number of courses that can be taken shall revert to the terms in the Code of Ordinance Section 34.135 (two (2) classes per term and a total of six (6) classes per year).

ARTICLE 33: PRESUMED OCCUPATIONAL EXPOSURE

1. A bargaining unit employee who contracts AIDS* after initial employment will be entitled to the presumption that she/he contracted AIDS in the line of duty and as a result of an accident if all of the following terms and conditions are strictly adhered to:

(a) For all persons hired after the effective date of this Agreement, the employee agrees, prior to being employed, to submit to an AIDS* test and the employee does not test positive; and

(b) The employee has, while on-duty and performing work for the City, been exposed to a patient who has AIDS* and, further, this exposure was more than casual contact but instead involved the direct contact with blood or other bodily fluids; and

(c) Said on the job exposure is reported by the employee by way of an authorized exposure report and a City of Pompano Beach Supervisor's Accident Report which is completed and submitted to the Fire Chief or his designee within thirty (30) days of said exposure or, within thirty (30) days of

the employee receiving notification of exposure to AIDS, ARC or HIV pursuant to F.S. Sections 395.0147 or 796.08(5), whichever is later.

(d) The employee who alleges to have contracted AIDS* submits to a confirmatory AIDS* test administered by the City, which test actually does confirm that the employee has contracted AIDS*; and

(e) The employee must immediately provide the City with a written medical authorization (on a form(s) approved by the City) which is sufficient to release any and all of the employee's medical records and which otherwise waives the physician-patient confidentiality and authorizes the employee's physician(s) to discuss his/her medical condition(s) with the City; and

(f) The employee otherwise cooperates with the City administering this Article.

2. A bargaining unit employee who contracts Hepatitis* after initial employment will be entitled to the provisions of F.S 112.181(2), which provides for the PRESUMPTION that "Any emergency rescue or public safety worker who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the emergency rescue or public safety worker must verify, by WRITTEN AFFIDAVIT that, to the best of his/her knowledge and belief" he/she has not:

(a) Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis outside the scope of my employment;

(b) Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with his/her present employment, or received any blood products for the treatment of a coagulation disorder since last undergoing medical tests for hepatitis, which tests failed to indicate the presence of hepatitis;

(c) Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control and Prevention or the Surgeon General of the United States, or had sexual relations with a person known to him/her to have engaged in such unsafe sexual practices or other high-risk behavior; or

(d) Used intravenous drugs not prescribed by a physician.

3. An employee who asserts and receives either of the above presumptions may, in the City's sole and exclusive discretion, be required to: (1) continue performing his/her normal job duties; (2) perform some, but not all, of his/her normal job duties; (3) perform administrative or clerical work within the Fire Department; or (4) take administrative leave. An employee who is claiming either presumption and who refuses to perform work he/she is physically able to perform will lose the presumption and the AIDS* or Hepatitis condition or impairment will not then be presumed to have occurred accidentally or in the line of duty. (*AIDS, ARC OR HIV; Hepatitis A, Hepatitis B, Hepatitis non-A, Hepatitis non-B, Hepatitis C, or any other strain of Hepatitis generally recognized by the medical community.)

4. The affidavit shall be as follows:

AFFIDAVIT

Whereas the provisions of **F.S 112.181(2)** provide for the **PRESUMPTION** that “Any emergency rescue or public safety worker who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the emergency rescue or public safety worker must, by **WRITTEN AFFIDAVIT** as provided in **s. 92.50**, verify by written declaration that, to the best of his or her knowledge and belief” as follows and as provided for your signature below:

I, duly swear by written, notarized affidavit that I have not:

- (a) Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis outside the scope of my employment;
- (b) Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with my present employment, or received any blood products for the treatment of a coagulation disorder since last undergoing medical tests for hepatitis, which tests failed to indicate the presence of hepatitis;
- (c) Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control and Prevention or the Surgeon General of the United States, or had sexual relations with a person known to me to have engaged in such unsafe sexual practices or other high-risk behavior; or
- (d) Used intravenous drugs not prescribed by a physician.

I, the undersigned affiant, under penalty of perjury, do solemnly swear or affirm that the statement I have placed above is true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

BY: _____
(AFFIANT)

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, _____ of the City of Pompano Beach, who is personally known to me and did not take an oath.

SEAL

Printed/typed name: _____
Notary Public – State of Florida
Commission Number: _____

ARTICLE 34: DRUG AND ALCOHOL TESTING

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 the general public at large.

2. Using, consuming, possessing, soliciting, buying, selling or being under the influence of alcohol, drugs or controlled substances while at work is prohibited. Employees are further prohibited from using or consuming drugs or controlled substances including anabolic steroids (unless prescribed by a physician) on or off duty, from using or consuming alcohol on duty and/or from using or consuming alcohol off duty to the extent that such use tends to have an effect upon the performance of their job functions. Some employees are assigned to work with certain City-provided drugs, controlled substances and alcohol based products (rubbing alcohol) during the course of their employment. It is understood that the possession and intended use of these products by authorized employees is not a violation of the above stated policy.

3. The City may require any employee to submit to a blood analysis, urine analysis, intoxalyzer, hair analysis or other testing method when it has a reasonable suspicion that an employee is in violation of the provisions of Section 2, above. Reasonable suspicion includes, but is not limited to, the following:

1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;

2. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;

3. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;

4. Evidence that an individual has tampered with a test administered under this Article during his employment with the City;

5. Information that an employee has caused, or contributed to, an accident while at work;
or

6. Evidence that an employee has, during his employment, violated the provisions of Section 2, above.

It is agreed that at least two (2) supervisors must agree that there is reasonable suspicion to require an employee to submit to testing under the Article. The employee will be ordered to submit to the drug and/or alcohol test by the Battalion Chief or higher ranking officer. The supervisors who confirm that there is reasonable suspicion to require an employee to submit to testing will reduce to writing the basis for their determination(s) by the end of their next shift.

4. The City ~~may~~ will (in addition to reasonable suspicion testing pursuant to Section 3) require up to seventy-five percent (75%) of employees to submit to a blood analysis, urine analysis, intoxalyzer, hair analysis or other testing method on a random basis. In this regard, it is agreed that up to seventy-five (75%) of bargaining unit members will be required to submit to random testing each fiscal year. In the event an employee selected for random testing has been exposed to drugs/narcotics in the line of duty (in such quantities and in such a manner that could lead to a positive test result) within the previous thirty (30) days and this exposure was reduced to writing in a timely fashion and appropriately documented by the filing of a Drug & Alcohol Exposure Report with his/her immediate supervisor and the Risk Management Division, the City may select another individual for random testing.

5. At the same time (or before) the employee submits to testing under this Article he will provide the Medical Review Officer (MRO) with a written list of any and all medication that the employee is presently taking. The employee will also include any medication taken within the past thirty (30) days, as well as any non-prescription medication taken within this time period.

6. The type and method of testing under this Article will be determined by the City, in its sole and exclusive discretion. However, the City agrees to use a split sample method for testing. Currently, the City will utilize the EMIT screening test with the GC/MS confirmatory test. However, in the event the tests change due to improved technology the City agrees that it will utilize a screening as well as a confirmatory test.

7. The standards to be used for employee drug testing are as follows:

DRUG TESTING STANDARDS

Drug/Metabolite Test	Screening Test	Confirmation
Amphetamines	1,000 ng/ml	500 g/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Marijuana	50 ng/ml	15 ng/ml
MDMA, MDEA & MDA (Ecstasy)	500 ng/ml	250 ng/ml
Methaqualone	300 ng/ml	150 ng/ml

Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%.

The City may change these standards, in its discretion, if different standards are adopted pursuant to state and Federal law, including Florida Workers' Compensation Act. Also, 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.

8. Employees who have a confirmed positive drug test as a result of random drug testing shall be entitled to rehabilitation. The City shall offer the employee an opportunity to enroll in an accredited substance abuse program. Employees enrolled in treatment programs may utilize accrued paid leave or be granted leave without pay to attend treatment programs.

If the employee successfully completes the rehabilitation treatment program and any after-care required by said program, then the employee may be disciplined up to but not including termination as a result of the positive drug test. If the employee refuses to accept the opportunity for rehabilitation, the employee and/or the Union may grieve only the drug test process and/or results and the employer may impose discipline upon that employee as a result of the positive drug test up to and including termination.

Employees who have a second confirmed positive drug test (or a positive alcohol test following a positive drug or alcohol test) may be disciplined up to and including discharge. The employer may, if the circumstances so warrant, offer rehabilitation. If the rehabilitation is offered and accepted by the employee, and if the employee successfully completes the rehabilitation treatment program and any after-care required by said program, then the employee shall not be disciplined as a result of the positive test result. If the employee receives discipline as a result of a second confirmed positive drug test or positive alcohol test, the employee and/or the Union can grieve only the test process and/or results.

If an employee, who has successfully completed rehabilitation (including any after-care required by the substance abuse program) after a second confirmed positive drug test (or a positive alcohol test following a positive drug or alcohol test) subsequently receives a confirmed positive drug test or positive alcohol test, the employee may be disciplined, up to and including discharge. The employee and/or the Union may grieve only the testing process and/or results.

9. Employees who have a confirmed positive drug or positive alcohol test as a result of reasonable suspicion testing, as that term has been defined in this Article, may be disciplined, up to and including discharge. The employer may, if the circumstances so warrant, offer rehabilitation. If the rehabilitation is offered and accepted by the employee, and if the employee successfully completes the rehabilitation treatment program and any after-care required by said program, then the employee shall not be disciplined as a result of the positive test result. If the employee receives discipline as a result of the positive test result, the employee and/or the Union may grieve the discipline, in the same manner and to the same extent that any disciplinary action may be grieved.

Employees who have a second confirmed positive drug (or a positive alcohol test following a positive drug or alcohol test) may be disciplined, up to and including discharge. The employee and/or the Union may grieve only the drug test process and/or results.

Attendance at an accredited drug/alcohol rehabilitation program (including any after-care program) will be at the employee's expense. This will not prohibit an employee from seeking and obtaining reimbursement in accordance with any available insurance coverage provided by the City.

10. The parties agree that a Union representative may, at the request of the employee being tested, be present at the drug test collection site to observe that all documentary and labeling procedures are accurate and are being followed correctly. The Union understands that the Union representative will not be allowed to observe the actual collection of the specimen.

11. The parties agree that an employee's refusal to submit to testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

ARTICLE 35: DEFERRED RETIREMENT OPTION PLAN

The City will agree to continue the DROP plan in its current form for the duration of this agreement, except that the DROP Rules shall be corrected to show that employees who enter the DROP shall not be eligible to be promoted, to participate in any promotional examination process and/or to be appointed or promoted to any bargaining unit position beginning with the 72nd month after the employee has entered the DROP. In addition, Fire Fighters may participate in the DROP Loan Program identified in the Police and Firefighters Retirement System adopted by Ordinance 2010-34 on June 22, 2010, section (M). The City agrees to incorporate this language regarding the limitation on eligibility for promotions while in DROP and the employees ability to participate in the DROP Loan Program into the DROP "Rules and Procedures", in Section 34 of the City's Code of Ordinances.

ARTICLE 36: RESIDENCE REQUIREMENTS

Bargaining unit members agree to maintain a residence within Dade, Broward, Palm Beach, Martin, St. Lucie, Indian River, Okeechobee, Highlands, Glades, Hendry, Collier, Lee Counties, or any location north of Ramrod Key within Monroe County.

ARTICLE 37: HEALTH INSURANCE TRUST FUND

The City and the Union agree to maintain a health insurance trust fund for the retiree benefits of Local 1549 and all certified employees of the Fire Department as set forth in Article 2. The City and the Union agree that the City will have no liability or responsibility for any of the expenses or benefits of the fund. The Union will hold the City harmless in all matters regarding the health insurance fund.

The City agrees to continue the Health Insurance Trust Fund in its current form by continuing to allocate the previously existing four percent (4%) of each employee's total gross bi-weekly salary

plus direct payroll costs (Social Security, Medicare and Pension), in effect as of October 1st of each year to the health insurance trust fund as designated by Local 1549. The health insurance trust fund shall provide benefits to all employees specified above on an equal basis. Employees in the DROP plan shall not be eligible for the addition of the direct payroll costs of the Pension Plan.

The City's contribution to the insurance trust fund shall be made within ten days after each payday.

ARTICLE 38: PENSION PLAN

1. ~~€~~The City will maintain the existing pension ordinance provisions outlined in Section 34 of the City of Pompano Beach Code of Ordinances regarding benefits and contributions for bargaining unit employees for the duration of this Agreement.

2. ~~The City's pension ordinance shall be changed, within 90 days of the ratification of the 2010-2013-2016-2019 Agreement so the following pension benefit changes shall be made applicable to all bargaining unit members hired after the ratification date of the 2010-2013-2016-2019 Agreement:~~

~~a. The normal retirement age shall be the attainment of age 50 and the completion of 20 years of service.~~

~~b. The Average Monthly Earnings shall be based on the highest five years preceding the actual retirement or termination date of a member.~~

3. ~~The City's pension ordinance shall be changed, within 90 days of the ratification of the 2013-2016 Agreement to add the following language to the definition of "Surviving Spouse" in Section 34 of the City's Ordinance: For purposes of this section, and in order to maintain compliance with the law, a surviving spouse shall include a lawfully wedded spouse, including same sex lawfully recognized in the state in which the marriage took place, of a member at the time of the member's death.~~

ARTICLE 39: NO USE OF TOBACCO PRODUCTS POLICY

1. All employees hired after ~~the ratification date of this 2013-2016 Agreement~~, October 1, 2013, shall be non-tobacco users at the time of hire as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, cigars, pipes, or use of any type of tobacco products of any kind at all times, whether on or off duty. Any employee covered hereunder hired after ~~this 2013-2016 Agreement is ratified~~ October 1, 2013, who violates this provision may be subject to progressive disciplinary action up to and including termination.

2. The parties further agree to cooperate to encourage firefighters, to stop using tobacco products. Upon request of any employee covered hereunder, the City shall refer said employee to any available nicotine cessation program. Attendance at such nicotine cessation program shall be at the expense of the employee (except to the extent that such program is covered by the employee's

City health insurance). It is understood that participation in any such program shall be on the employee's personal time and shall not be compensable.

3. All employees shall be prohibited from smoking cigarettes, cigars, pipes, or otherwise using tobacco products of any nature in the Fire Stations or in other Fire Services facilities, apparatus, equipment, or vehicles. Employees covered hereunder hired before the ratification date of ~~this~~ the 2013-2016 Agreement, shall, however, be permitted to smoke or otherwise use tobacco products only in outdoor areas specifically designated for such purpose by the Fire Chief. The Fire Chief shall designate one such area on the property of each Fire Station and each building in which Fire Service activities regularly occur. Such designated "smoking" (tobacco use) areas shall be outside the view of the general public. Employees using the designated area shall be responsible for making certain that the aforementioned designated areas are kept clean (e.g., used tobacco products are deposited in an appropriate receptacle). Any employee hired before the ratification date of ~~this~~ the 2013-2016 Agreement, who violates this provision will be subject to progressive disciplinary action.

ARTICLE 40: TERM OF AGREEMENT

1. This Agreement will become effective October 1, ~~2013~~ 2016, after ratification by both parties and shall remain in full force and effect through and including September 30, ~~2016~~ 2019, except as otherwise provided herein.

2. There shall be no reopeners, with exception of those articles which so state, unless the parties agree in writing to reopen a specific Article.

3. If the parties cannot agree on a reopened Article, the language will revert to that of the existing article.

POMPANO BEACH PROFESSIONAL
FIRE FIGHTERS, AFL-CIO, CLC
LOCAL 1549, IAFF

CITY OF POMPANO BEACH

President, Local 1549

Mayor

Vice President, Local 1549

City Manager

Member Negotiating Team

Human Resources Director

Secretary/Treasurer, Local 1549

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney