

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2017, between:

POMPANO BEACH PROFESSIONAL FIRE FIGHTERS, LOCAL 1549, OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as "UNION,"

and

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation of the State of Florida, with offices located at 100 W. Atlantic Blvd. Pompano Beach, Florida, hereinafter referred to as "CITY."

WHEREAS, the parties entered into an Agreement ("Original Agreement"), a copy of which is attached hereto and made a part hereof, and approved by City Ordinance No. 2017-01; and

WHEREAS, the parties now desire to amend the Original Agreement as to Article 15 and Article 21, relating to wages.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement shall remain in full force and effect except as specifically amended hereinbelow.
3. Article 15 of the Original Agreement is hereby amended as follows:

ARTICLE 15: WAGES-MERIT/STEP INCREASE AND LONGEVITY

1. Compensation.
 - A. Effective in the first full pay period starting on or after October 1, 2016, wages shall be increased by three percent (3.0%).

B. 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. Pursuant to above, a wage increase has been agreed upon, and effective October 1, 2017, wages shall be increased by three percent (3%).

C. 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. Pursuant to above, a wage increase has been agreed upon, and effective October 1, 2018, wages shall be increased by three percent (3%).

...

4. Article 21 of the Original Agreement is hereby amended as follows:

ARTICLE 21: ASSIGNMENT PAY

1. All bargaining unit members who are certified EMTs shall have their base salaries increased by ~~5%~~ 5.5%, effective October 1, 2018. ~~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%~~ 5.5% EMT I assignment pay) increased by fifteen and one-half percent (15.5%), effective October 1, 2018. Employees 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.

5. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

6. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be duly executed on the day and year first above written.

“CITY”

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“UNION”

**POMPANO BEACH PROFESSIONAL FIRE
LOCAL 1549, IAFF**

Witnesses:

(Print or Type Name)

(Print or Type Name)

By: _____
President, Local 1549

By: _____
Vice President, Local 1549

By: _____
Member Negotiating Team

By: _____
Secretary/Treasurer, Local 1549

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **THEODORE MARTIN** as President of IAFF, Local 1549, _____, as Vice President of IAFF, Local 1549, _____, as Member Negotiating Team, and _____, as Secretary/Treasurer, Local 1549, on behalf of the Pompano Beach Professional Fire Fighters, Inc., who is personally known to me, or has produced _____, as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

TAL:jrm
10/12/17
L:agr/fire/2018-63A